



Pender County

Agenda

Board of County Commissioners Meeting
Monday, January 4, 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 INFORMATION		
5.1. Update on Pender County Courthouse Remediation and Repairs. Courthouse Update 01042021	Vann	3
6. PUBLIC COMMENT In order to follow the CDC's guidelines for social distancing, those wishing to participate in Public Comment are encouraged to email their comments to cmo@pendercountync.gov . Comments received by 12 p.m. on January 4, 2021 will be distributed and placed in the record.		
7. CONSENT AGENDA		
7.1. Approval of Minutes: December 7, 2020. MINUTES - DECEMBER 7	Long	5 - 50
7.2. Approval of Tax Releases and Refunds. December 2020 Releases and Refunds	Pound	51 - 53
7.3. Approval of a Budget Amendment to Increase the Department of Social Services Revenues and Expenditures for Fiscal Year 2020-2021 Federal Cares Act Funding : \$126,713.02. CARES LIEAP BOA 01042021	Stewart	55 - 59
7.4. Approval of Budget Amendment for Elections Cares Act funding for One stop worker bonuses. ELECTIONS CARES ACT BOA 01042021	Williams	61 - 62
7.5. Approval of Budget Ordinance Amendment for Additional Local Match Funding for the WTP Generator & WWTP Berm Project. BOA WTPGenerator WWTPFloodBerm 010421	Keel	63 - 65
8. APPROVALS AND RESOLUTIONS		
8.1. Approval to Merge positions in Elections Office. Elections Restructure	Williams	67 - 70
8.2. Approval to enter into a Cost Per Copy Management Program Agreement with The Toner Exchange to Manage, Maintain, and Support Departmental Multi-function Copier and Printers on a Set Rate per Click for Black & White (.01845) and color prints (.034 Simple, .036 Business, .038 Creative) for 60 months.	Harvey	71 - 117

COST PER COPY 01042021

8.3.	Consideration of a Purchase Order in the amount of \$85,950 for Hurricane Matthew Disaster Recovery Act Elevation and Repair Project. Hurricane Matthew DRA Purchase Order - 230 Keith Road	Henley	119 - 127
8.4.	Hurricane Florence Hazard Mitigation Grant Program Expedited Acquisition Project - Establishment of Just Compensation #5. Hurricane Florence Just Compensation #5	Henley	129 - 130
8.5.	Consideration of the Selection and Contract Award to Ardurra for Consulting and Management Services for Pender County Emergency Watershed Protection Program Round 2. EWP Round 2 Consulting Services Selection	Henley	131 - 392
9.	APPOINTMENTS		
9.1.	Approval of Appointment of a Voting Delegate for the 2021 NCACC Legislative Goals Conference. 2021 NCACC Legislative Goals Conference Voting Delegate	Long	393 - 394
9.2.	Approval of an Appointment to the Pender County Parks and Recreation Board. PARKS & REC BOARD 01042021	Long	395 - 402
9.3.	Approval of Appointments to the Pender County Board of Adjustment. Board of Adjustment Appointment 01042021	Long	403 - 417
10.	PENDER COUNTY BOARD OF HEALTH		
11.	SOCIAL SERVICES BOARD		
12.	ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGER, & COUNTY COMMISSIONERS		
13.	CLOSED SESSION (IF APPLICABLE).		
13.1.	CLOSED SESSION MOTION		419
14.	ADJOURNMENT		



Pender County Public Information

TO: Board of County Commissioners
FROM: Allen Vann
DATE: January 4, 2021
SUBJECT: Update on Pender County Courthouse Remediation and Repairs

SUMMARY:

An informational update will be provided to the Board in reference to the scope of work and status of repairs of the Pender County Courthouse as a result of Hurricane Florence damages.



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Melissa Long
DATE: January 4, 2021
SUBJECT: Approval of Minutes: December 7, 2020.

SUMMARY:

The minutes for the Regular Meeting on December 7, 2020 are attached for review and approval.

ACTION REQUESTED:

To review and approve the attached minutes.



MINUTES
Board of County Commissioners Meeting
Monday, December 7, 2020 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
Melissa Long, Clerk to the Board (by phone)
Doug Shipley, Assistant County Manager
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

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1 CALL TO ORDER

Chairman Brown called the meeting to order at 4:00 p.m. and thanked and welcomed all to the meeting.

2 INVOCATION

Commissioner McCoy offered the invocation.

3 PLEDGE OF ALLEGIANCE

Commissioner Piepmeyer led the Pledge of Allegiance.

4 ADOPTION OF AGENDA

Moved by Fred McCoy, seconded by David Williams

Motion to pull items 7.3 and 10.7 from the agenda and to adopt the rest of the agenda as presented.

	For	Against	Abstained	Absent
George Brown	x			

Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

5 REORGANIZATION

- 5.1 Assign County Attorney Trey Thurman as Moderator.

Mr. Thurman was appointed to temporarily serve as Chairman.

- 5.2 Oath of Office for Re-Elected Pender County Board of Commissioner Member Fred McCoy.

Mr. Thurman introduced the Honorable Judge Kent Harrell, who issued the Oath of Office to re-elected District 5 Commissioner Fred McCoy. Commissioner McCoy was accompanied by family and friends for his swearing-in.

- 5.3 Oath of Office for Re-Elected Pender County Board of Commissioner Member Jackie Newton.

Mr. Thurman introduced the Honorable Judge Kent Harrell, who issued the Oath of Office to re-elected District 4 Commissioner Jacqueline A. (Jackie) Newton.

- 5.4 Nomination and Selection of Chairman and Vice-Chairman.

Mr. Thurman opened the floor to accept nominations for Chairman for 2021. Commissioner Piepmeyer nominated Commissioner Brown to serve as Chairman and it was unanimously approved. Mr. Thurman opened the floor to accept nominations for Vice Chairman for 2021. Commissioner Williams nominated Commissioner McCoy to serve as Vice Chairman, Commissioner Newton seconded the motion, and it was unanimously approved. Mr. Thurman deferred and passed the gavel to Chairman Brown. Chairman Brown and Vice-Chairman McCoy both thanked the Board for their vote of confidence.

6 PUBLIC HEARING

- 6.1 Public Hearing to Receive Comment Regarding Pender County's Interest in Seeking Funds from the Community Development Block Grant (CDBG).

21 - 24

Chairman Brown opened the Public Hearing at 4:10 p.m. Mr. McEwen explained that During August 2020, the Rural Economic Development Division, North Carolina Department of Commerce announced a \$28.5 million Small Cities Community Development Block Grant – COVID (CDBG-CV) program to provide up to \$900,000 of grant funds to a local unit of government to address COVID community/economic needs. The State began receiving CDBG-CV applications September 1, 2020 and are processing them on a first come/first serve basis. As for the proposed project, COVID has greatly increased the demand for food distribution at Pender Adult Services, Inc. Daily meals are prepared at the facility to provide meals for the homebound throughout the entire county. During the pandemic response, daily meals are provided curbside as well as meals delivered to the home. To meet increased demand, Pender Adult Services has purchased additional refrigeration equipment. The expanded refrigeration and freezer facilities will afford the ability to provide frozen meals throughout the county during the pandemic or in the event of any disaster. The proposed Pender County CDBG-CV application will request funds to purchase a generator to provide backup electrical service to meet the kitchen/including refrigeration needs if power is disrupted; make modifications to ingress/egress to the food service portico at the rear of the facility to accommodate additional use; and project administration. Pender County will enter into an interlocal agreement with Pender Adult Services, Inc. to enable CDBG-CV funds to be used to acquire/install the generator and construct parking lot/driveway improvements. In addition, due to the volume of curbside meal pickups better traffic flow is needed alongside the portico. In addition modifications are needed in the event emergency vehicles require access to the facility. These modifications will be required in the event of any future disaster response needs. Skip Green explained that this is the second required public hearing for the Board to consider submitting the grant application as explained. Costs for the project includes \$165,000 for the purchase and installation of a generator, \$356,469 for the Food Portico Access Improvements, and \$25,000 for administration. This brings the grant request to a total of \$546,469. Mr. Green also explained that the state is not accepting applications at this time as the need has exceeded the available amount but there are indications that there will be a second round at which time this application will be able to be submitted if the Board approves. Mr. Green recommended approval of the resolutions that were included in the Board's meeting packet. There being no further discussion, Chairman Brown closed the public hearing at 4:15 p.m.

Moved by David Williams, seconded by Fred McCoy

Motion to approve the resolutions as submitted and authorize the submittal of the CDBG-CV grant application as described herein.

	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.

[Tab 18 a Resolution FINAL](#)

[Tab 20 Resolution Antidisplacement FINAL](#)

7 PUBLIC INFORMATION

7.1 Recognition of Library Director Mike Taylor for his dedicated service to Pender County.

Chairman Brown asked Mike Taylor to come to the podium and recognized him for his 35 years of service to Pender County. Mr. Taylor was hired as Library Director on October 1, 1985 and the Board would like to recognize and thank Mr. Taylor for all of his years of service to Pender County. Commissioners individually commented and thanked Mr. Taylor. Mr. Taylor stated that it has been a privilege to work for Pender County and thanked the county leadership for their support of the Public Library. Mr. Taylor stated that he looks forward to volunteering at the library in the future. Chairman Brown presented Mr. Taylor with a plaque for his serve.

7.2 Update on Pender County Courthouse Remediation and Repairs.

Mr. Vann introduced Andrew Garrard from Thomas Construction to provide the update on the Pender County Courthouse Remediation and Repairs. Mr. Garrard reviewed the completed activities to include Courtroom Boots, Gypcrete, Electrical Panel Installation, and Basement Structural Reinforcing. Ongoing items include the Electrical Rough In, Plumbing Rough In, HVAC Rough In, Taping and Finishing Sheetrock, Elevator Installation, Exterior Utilities, and Plaster Repair. Upcoming items include hanging, tapping and finishing drywall, Painting, Flooring, Acoustical Spray on Courtroom Ceiling, and Crawl Space Encapsulation. Mr. Garrard reviewed the schedule as of today: Certificate of Occupancy - February 23, 2021 and Final Completion - March 19, 2021 with a goal of February 23, 2021. These new dates are contingent on the approval of change orders later in the meeting. Brief discussion ensued regarding the time extension which will be discussed later in the meeting. The project is currently

within budget with 66% of the work being billed to date. The Board thanked Mr. Garrard.

7.3 Presentation of 2019 Health Annual Report.

This item was removed from the agenda at the beginning of the meeting.

7.4 Introduction of Pender County Parks and Recreation Master Plan Update.

Long Range Planner Sam Shore presented the Parks and Recreation Master Plan Update. On June 21, 2010, the Pender County Board of County Commissioners adopted the 2010 Comprehensive Parks and Recreation Master Plan, which has been the guiding document of record on related issues over the past decade. In that time, the county has grown by 20% and moved to acquire significant acreage which can be used for recreational purposes. As a result, staff are beginning work on an updated Parks and Recreation Master Plan to better understand the community's current recreation needs and prepare for the future of parks offerings in Pender County. Staff have begun meeting and reviewing other localities' plans in order to have a better understanding of the desired end goal. As the calendar year ends, staff will work on drafting introductory chapters and empaneling a steering committee which will provide guidance and feedback on draft chapters of the plan. In January and February, staff will work to solicit input from the public regarding the current and desired future state of parks and recreation offerings in Pender County. Once the steering committee has provided comments on each draft chapter, the draft document will be provided to the Advisory Board for their input before the Board of Commissioners consider adoption of the document. In addition to engaging the public through a steering committee, staff intend to hold a series of focus groups with targeted stakeholder populations (e.g. recreation partners, disability advocates) to get detailed feedback on parks and recreation offerings. Additionally, staff will hold multiple open houses across the county so members of the public may engage in the planning process. Finally, staff will conduct a survey to gather feedback from the community. All of these strategies will include a digital component to ensure that the pandemic does not prevent the County from acquiring a wide variety of feedback regarding the project and the future of parks and recreation in the county. Staff intend to move quickly on the project, with a goal of completing the document by the end of the fiscal year (June 30, 2021). The input of the Board of Commissioners will be valuable and crucial to the success of the planning process. Staff will work to keep this board aware of the process as it occurs, and encourage feedback on opportunities to improve the plan as it develops. The Board thanked Mr. Shore for this update.

8 PUBLIC COMMENT

There were signups for public comment:

- Utilities Director Kenny Keel introduced Tom Hedrick who was recently promoted to Water Plant Superintendent. The Board welcomed Mr. Hedrick.

9 CONSENT AGENDA

Brief discussion ensued regarding item 9.7. Commissioner McCoy stated his concerns regarding writing off bad debt. Chairman Brown explained how far this has come during his time on the Board and the improvements that have been made. He also explained that if a patient calls for service at the Health Department, they are presented with any old bills before new service is rendered. Commissioner Newton asked about item 9.10. Human Resources Director Jennifer Kimler explained that this adjustment is for overtime or contract employees who need to be covered under the county's workman's compensation insurance.

Moved by David Williams, seconded by Fred McCoy

Motion to approve the consent agenda as presented.

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

CARRIED.

- 9.1 Approval of Minutes: November 16, 2020.
- 9.2 Approval and Adoption of the 2021 Board of Commissioners Meeting Schedule. 25
[BOARD MEETING CALENDAR 2021](#)
- 9.3 Pursuant to NCGS 143-64.32, Pender County wishes to exempt itself from the Mini-Brooks Act for the due diligence evaluation of the Pender County parcel 3321-30-8998-0000.
- 9.4 Approval of Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2020-2021: \$3,696. 27
[BOA 9.4](#)
- 9.5 Approval of Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2020-2021: \$87,846. 29

	BOA 9.5	
9.6	Approval of Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2020-2021: \$9,738.	31
	BOA 9.6	
9.7	Approval to Write-Off Bad Debt for the Health Department for Calendar Year 2018: \$21,110.47.	
9.8	Approval to increase a Purchase Order for Contract COVID-19 Tracing in the amount of \$31,200.	
9.9	Approval of a Budget Amendment in the amount of \$24,650.00 in Federal Cares Act money sent to the Pender County Housing Authority from HUD.	33
	BOA 9.9	
9.10	Approval of a Purchase Order for the NCACC Workers' Compensation Final Audit Adjustment.	
9.11	Resolution Designating Applicant's Agent - Hurricanes Matthew, Florence, and Future Events	
9.12	Pender County Emergency Watershed Protection (EWP) - Mini-Brooks Exemption.	
9.13	Approval of Budget Amendment for the Insurance Reimbursement to Facilities Maintenance.	35
	BOA 9.13	
9.14	Approval of a Purchase Order to Brenntag Mid South Inc. for Sodium Hydroxide for water treatment in the amount of \$61,040.	
9.15	Approval of a Purchase Order to Amerochem Corporation for Ferric Sulfate for Water Treatment in the amount of \$164,200.	
9.16	Approval of a Budget Ordinance Amendment to Correct the Hampstead/Scott's Hill Well Project Funding Accounting.	37 - 38
	BOA 9.16	
9.17	Approval of Tax Releases and Refunds	39 - 40
	NOVEMBER 2020 REFUNDS RELEASES	
10	APPROVALS AND RESOLUTIONS	
10.1	Resolution to Declare a Glock Model 23 Handgun Surplus and Award it to Retired Deputy Sergeant Donnie Long in Recognition of his Service to the Citizens of Pender County in the Pender County Sheriff's Office.	41
	Sheriff Alan Cutler explained that in the past, it has been determined that the Board of County Commissioners will award a retiring Sheriff or Sheriff's Deputy his or her service weapon, at no cost, for their service to	

the citizens of Pender County. Sheriff Cutler asked that the Board approve the resolution to award a Glock Model 22 (Serial # HNT-677) handgun to retired Deputy Sergeant Donnie Long. Sergeant Long was not present at the meeting. The Board asked that Sheriff Cutler pass their congratulations to Sergeant Long.

Moved by David Williams, seconded by David Piepmeyer

Motion to approve the resolution and award of a Glock Model 22 (Serial # HNT-677) handgun to retired Deputy Sergeant Donnie Long.

	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.

DONNIE LONG RESOLUTION

10.2 Consideration of Contract Amendment with Thomas Construction for Courthouse Restoration Project.

Mr. Vann explained that due to many challenges experienced while this project has been underway, Thomas Construction is asking for the Board to consider both a time extension request as well as additional costs to their contract. In the meeting packet was an endorsement letter from the architect, Mr. Charles Boney of LS3P in reference to this request. In addition, Change Order G-05 was also attached. This would amend the contract to allow a time extension of 52 calendar days and an increase of \$19,656.00. Mr. Vann reviewed the list of obstacles on the change order that got the county to this point. Those obstacles included:

- Unforeseen conditions associated with existing mastic underneath flooring;
- Leveling of existing floors due to unforeseen differential of floors after demolition process;
- Unsuitable soils at the elevator pit requiring helical piers and thickened floorings;
- Unsuitable soils at the Brick Masonry Wall at Generator Pads requiring additional undercut and stone Infill;
- Existing spatial and dimensional issues uncovered during the demolition process affecting room layouts and ADA compliance in

- restrooms;
- MEP rerouting of existing systems in conflict with new systems;
- Revisions of Civil Design due to deviations in grades;
- Replacement of existing boots and grilles due to discovered poor condition of system;
- Additional demolition and re-plastering of courtroom ceiling due to water damage caused by existing roof leaks and water damage;
- Removal and replacement of wire mold in poor unusable condition;
- Doors, Frames, and Hardware revisions due to fire ratings and ADA compliance;
- Jurislink scope of work added during course of construction.

Discussion ensued regarding the need to budget for a new roof in FY 2022. Commissioner Piepmeyer stated that this is very disappointing. He noted that he had suggested starting demolition earlier to uncover these issues earlier in the process. Commissioner Piepmeyer noted that this should be a lesson as there is the opportunity to renovate other historic buildings in the county. Commissioner Piepmeyer asked for confirmation that this completion date takes into consideration the Industrial Hygienist in order to get staff back into the building. Mr. Vann stated that this does include the Industrial Hygienist. Judge Harrell thanked the Board for their efforts in seeing this project through and stated that he and the Clerks office look forward to getting back into the building.

Moved by David Williams, seconded by Fred McCoy

Motion to approve Change Order G-05 to extend the contract between Thomas Construction and Pender County by 52 calendar days and additional costs of \$19,656.00. This will be covered from the Courthouse Project contingency fund (project budget code 60-404500-6501).

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

CARRIED.

10.3 Consideration of Contract Amendment with LS3P for Courthouse Restoration Project.

Mr. Vann explained that the Jurislink system has been added to the Courthouse project and both the architect (LS3P) and his design team engineers (Cheatham and Associates) are asking for additional fees related to scope change, design, meetings, etc. A breakdown of these expenses which totals \$6,125.00 was provided in the meeting packet for the Board's review.

Moved by Fred McCoy, seconded by David Williams

Motion to approve Amendment No. 1 which will add \$6,125.00 to the contract between LS3P and Pender County. This will be covered from the Courthouse Project contingency fund (project budget code 60-404500-6501).

	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.

10.4 Consideration of a Grant Application with the North Carolina Division of Public Health in the amount of \$150,000.

Health and Human Services Director Carolyn Moser explained that the Health Department is seeking approval to file a grant application with the North Carolina Division of Public Health for \$150,000. The purpose of the grant is to provide funding for the School Based Health Centers that focus on primary and preventive medical care of older children and adolescents. The Pender County Health Department has been working in collaboration with PATH to provide services at Pender High School and Cape Fear Elementary and Middle School since 2015 and has been awarded grant funding twice from the North Carolina Division of Public Health for this project.

Moved by David Piepmeyer, seconded by David Williams

Motion to approve the request to file a grant application for \$150,000 with the North Carolina Division of Public Health as described herein.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			

Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

- 10.5 Hurricane Matthew Hazard Mitigation Grant Program - Establishment of Just Compensation. 43

Planning Director Travis Henley explained that pursuant to Pender County's grant agreement for the Hurricane Matthew (DR-4285) Hazard Mitigation Grant Program and the signed professional services contract with C. Nathan King and Associates, the County has received the following appraisal. The contract appraisers have certified that the properties listed below have been appraised in accordance with State law, Uniform Standards for Professional Appraisal Practice (USPAP) guidelines, and HMGP program guidelines. Staff has copies of said appraisal reports in its possession and, in reviewing them, found them to be accurate and reliable. Staff request that Just Compensation be established by the Pender County Board of Commissioners for the following property: 35654 NC Highway 210, Currie, NC, identified by Pender County PIN 2245-03-3279-0000 in the amount of \$83,000.00.

Moved by Fred McCoy, seconded by David Williams

Motion to approve the request to establish just compensation for one residential property as part of the Hurricane Matthew Hazard Mitigation Grant Program as described herein.

	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.

[HMGP-A.11A Res for Just Compensation 12-7-2020 FINAL](#)

- 10.6 Memorandum of Agreement for State Acquisition Relocation Funds (SARF). 45

Planning Director Travis Henley explained that Hurricane Florence State

Acquisition and Relocation Funds (SARF) may be used to provide relocation assistance to homeowners whose primary residence was damaged during Hurricane Florence and is being acquired in a Hazard Mitigation Grant Program (HMGP), including homeowners whose assistance from HMGP or DRA is not enough to provide comparable housing outside of a flood hazard area. This assistance is provided as a grant. The maximum amount of SARF assistance that a homeowner can receive for a property is \$50,000 with an additional \$5,000 to cover moving costs. Given the different amounts of other assistance provided for acquisition, all homeowners will not need the same amount of assistance with these funds. If the cost of replacement housing exceeds the amount the County pays for the current come, homeowners may be eligible for a SARF payment to cover the difference in price for a similar home. Based on the number of acquisitions approved through the Hurricane Florence HMGP Expedited Acquisition Program, twenty-one homeowners may qualify for SARF funding with the total grant amount of \$1,512,500. The SARF assistance will be added to the overall Hurricane Florence HMGP budget and therefore a Budget Ordinance Amendment is also required along with the Memorandum of Agreement presented. Holland Consulting Planners, Inc., the County's consultant managing the acquisition program, will continue to work with each homeowner on executing the buyouts as well as providing assistance with relocation and SARF assistance.

Moved by David Williams, seconded by David Piepmeyer

Motion to approve the Memorandum of Agreement and Budget Ordinance Amendment to administer State Acquisition and Relocation Funds for the Hurricane Florence Hazard Mitigation Grant Program Expedited Acquisition Program as described herein.

	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.

[BOA 10.6](#)

- 10.7 Approval to enter into a Cost Per Copy Management Program Agreement with The Toner Exchange to Manage, Maintain, and Support Departmental Multi-function Copier and Printers on a Set Rate per Click

for Black & White (.01845) and color prints (.034 Simple, .036 Business, .038 Creative) for 60 months.

This item was removed from the agenda at the beginning of the meeting.

11 DISCUSSION

11.1 Discussion of Landscaping for the Courthouse Square.

Mr. McEwen stated that prior to Hurricane Florence, there was some funding set aside for trees at the Courthouse Square and other landscaping needs. Mr. McEwen showed photos to the Board to illustrate the attention that is needed in regards to Landscaping at the Courthouse. These needs are not part of the contract for the courthouse remediation project. Mr. McEwen asked the Board for some direction on this. Commissioner Newton suggested getting some assistance from the Master Gardeners. The Board also suggested reaching out to Mr. Johnson at Johnson's Nursery.

11.2 Watershed and Drainage Improvement Draft Proposal.

Floodplain Administrator Daniel Adams presented the Pender County Drainage Improvement Program to the Board. He stated that the problem revolves around historical flood events in the past four years have been exacerbated by poor drainage throughout the county's waterways. The primary impediment to the natural flow of water is vegetative debris and beaver dams. The benefits of state and federal grant programs that fund debris removal from county waterways are diminished by beaver activity. Hurricanes Matthew and Florence produced heavy rain across the state and county, leading to historical flooding. Even heavy rain events not associated with hurricanes can create damage if waterways are not maintained. Flooding has a cross-sector effect, reducing property values and damaging many of the industries that drive the county's economy, such as farming, tourism and timber harvesting. Planning staff are currently working to implement the first phase of the Emergency Watershed Protection Program (EWP) grant to remove debris from county waterways. Pender Soil and Water Conservation District staff are executing a grant that does similar work. Pender County is a limited participant in the USDA's Beaver Management Assistance Program (BMAP). The county is currently taking a reactive approach to drainage issues. It must be noted that the grant funding is tied to Hurricane Florence and similar funding will likely not be available unless impacted by another storm. Last year, results of BMAP's work last year include 18 nutria and 1 muskrat trapped for \$6,000. Also, 10 beavers were removed on Long Creek between Malpass Corner and Highway 210. Mr. Adams stated that this program

is aimed to take a more proactive approach to the county's drainage issues. Mr. Adams showed photos to illustrate the issue. Staff spoke to several neighboring county's to better understand their approaches and hosted a roundtable discussion to develop ideas for improving drainage and beaver management. The most effective approach requires continuous maintenance on the county's waterways while reducing the total beaver population. The goals of the program are to improve drainage throughout the county by taking a proactive approach to beaver management and continuous maintenance on county waterways as well as reduce the impacts of flooding on real and personal property. The first step to implementing this new approach is to hire a full-time staff member who is responsible for addressing the drainage issues throughout the county. Responsibilities for this staff member would include identifying areas of poor drainage, trapping beavers, removing dams, conducting public outreach, and administering the proposed beaver bounty program. The goal again is to take a more proactive approach to resolving drainage issues in the county. Mr. Adams stated that this person would be a hands on person who understands the county's drainage and waterways and would be more comprehensive than just addressing the beaver problem. Step two in this new approach would be to initiate a Beaver Bounty Program, using a similar approach to the bounty programs operating in Brunswick and Columbus Counties. The county will serve as a liaison between landowners and trappers to facilitate the removal of beavers. The county will then pay the trapper a bounty for each beaver that is removed. The goal of this approach is to better manage the beaver population and reduce the harmful flooding exacerbated by dams. Discussion ensued regarding how this step would work regarding the beaver program. Mr. Adams presented the proposed draft budget. Discussion ensued regarding the budget. Discussion also ensued regarding trapping beavers, tags, bounties, and a dedicated trapping season to not interfere with other hunting seasons. Discussion also ensued regarding collaboration with neighboring counties and grant funding. The Board thanked Mr. Adams for the presentation.

12 APPOINTMENTS

12.1 Boards/Committees/Commissions on which Commissioners Currently Serve: Annual Review/Modify.

Chairman Brown opened the floor for discussion on the Boards/Committees/Commissions on which Commissioners currently serve. Each Board member stated that they felt comfortable with their current appointments and did not wish to make a change.

Moved by David Williams, seconded by David Piepmeyer

Motion to reappoint Chairman Brown to a two year term on the Cape Fear RPO-TAC Advisory Committee; to reappoint Chairman Brown as the Cape Fear Council of Governments delegate for 2021; and to appoint Commissioner Newton as the Cape Fear Council of Governments alternate for 2021.

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

CARRIED.

12.2 Approval of Appointment to the Southeastern Economic Development Commission (SEDC).

Ms. Long explained that Damien Buchanan is applying to serve on the SEDC Board in a Citizen position for the first time. Mr. Buchanan currently serves on the Planning Board and wishes to serve on this Board as well. He states that he has lived in Pender County for over a year and his application was provided in the meeting packet for the Board's review. If approved, this appointment will be for three years with an expiration of January 31, 2024. Mr. Buchanan was present and thanked the Board for allowing him to serve Pender County.

Moved by David Piepmeyer, seconded by David Williams

Motion to appoint Damien Buchanan to serve on the Southeastern Economic Development Commission for a three year term, with term to expire January 31, 2024.

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

CARRIED.

12.3 Approval of Appointments to the Pender County Board of Adjustment.

Ms. Long explained that Samantha Nelson is applying to serve on the Board of Adjustment for the first time. Ms. Nelson has lived in Pender County for 4 years and resides in District 3. Her application was provided in the meeting packet for the Board's review. If approved, this appointment will be for three years with term to expire January 4, 2024.

Moved by David Williams, seconded by Fred McCoy

Motion to appoint Samantha Nelson to the Board of Adjustment representing District 3 for a three year term, with term to expire January 4, 2024.

	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.

13 PENDER COUNTY BOARD OF HEALTH

There was no business to be conducted as the Pender County Board of Health.

14 SOCIAL SERVICES BOARD

DSS Director Wes Stewart explained that he wanted to give kudos to the citizens of Pender County who have provided 550 gifts for about 60 foster children for Christmas. He also stated that Pender County is second in the state for Child Support collection and thanked the Child Support staff as well.

15 ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGER, & COUNTY COMMISSIONERS

15.1 Items from the County Attorney.

- Mr. Thurman stated there were several items for closed session:
 - #2 Honorary degree or similar;
 - #3 Attorney client including: Sullivan v Pender 20-cvs-752 and Crowe v Pender 7-20-CV-223 EDNC;
 - #5 Contract for the purchase of real property;
 - #6 Personnel.

15.2 Items from the Assistant County Manager's.

- Mr. Shipley provided an update on the reopening of the Shooting Range. He stated that they have received some good feedback from the community on the reopening.

15.3 Items from the County Commissioners.

Commissioner Newton:

- Commissioner Newton commented on the tier rating and how Brunswick and New Hanover Counties have been changed for a Tier 2 while Pender County remains a Tier 3. Commissioner Newton stated that she has reached out to the NCACC as well as Representative Carson Smith as to how Pender County can better position themselves for the reevaluation for next year. Commissioner Piepmeyer stated that this has been something that has been noted as a legislative goal for each session. Discussion ensued regarding how the tier system is structured and how it is flawed.
- Commissioner Newton also stated her concerns regarding contracting and bidding and stated that her main concern was with regard to the selection committee. Mr. McEwen stated that he would be glad to speak with Commissioner Newton and explain how this recommendation by the committee was made.

Commissioner McCoy:

- Commissioner McCoy wished everyone a Merry Christmas.

Commissioner Piepmeyer:

- Commissioner Piepmeyer also wished everyone a Merry Christmas and Happy New Year. He stated that he hoped for a better year in 2021 for everyone.

Commissioner Williams:

- Commissioner Williams also wished everyone a Merry Christmas.

Chairman Brown:

- Chairman Brown wished everyone a Merry Christmas and thanked the Board for their confidence in him as Chairman for 2021. Chairman Brown also thanked staff for all they do and continue to do, especially as 2020 has been a tough year.

16 CLOSED SESSION (IF APPLICABLE).

Moved by David Williams, seconded by David Piepmeyer

6:18 p.m.

Motion to enter into closed session pursuant to G.S. 143-318.11: 2) To prevent the disclosure of information that is of an honorary degree, scholarship, prize, or similar award; 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; 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 7:44 p.m. No announcement was made upon exiting closed session.

	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.

17 ADJOURNMENT

There being no further business, the meeting adjourned at 7:44 p.m.



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

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

RESOLUTION
APPLICATION FOR NORTH CAROLINA COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS
(CDBG-CV) PROGRAM FUNDING FOR PENDER COUNTY
COVID PUBLIC SERVICES – PENDER COUNTY ADULT SERVICES PROJECT

WHEREAS, the Pender County' Board of County Commissioners (Board of County Commissioners) has previously indicated its desire to assist in small business and economic recovery, as well as, providing public space for its citizens to safely use; and,

WHEREAS, the Board of County Commissioners has held two public hearings concerning the CDBG program and the proposed application for North Carolina Community Development Block Grant Coronavirus (CDBG-CV) funding to benefit its low-and-moderate income citizens impacted by COVID-19, and

WHEREAS, the Board of County Commissioners wishes the County to pursue a formal application for North Carolina Community Development Block Grant Coronavirus (CDBG-CV) to benefit low-to-moderate income citizens, and

WHEREAS, the Board of County Commissioners certifies it will meet all federal regulatory and statutory requirements of the state of North Carolina Community Development Block Grant Coronavirus (CDBG-CV) program,

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

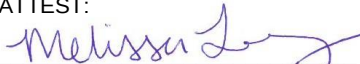
The County is authorized to submit a formal application to the North Carolina Department of Commerce's Rural Economic Development Division (REDD) for approval of a Community Development Block Grant -Coronavirus (CDBG-CV).

George Brown, Chairman and successors so titled, is hereby authorized to execute and submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant - Coronavirus (CDBG-CV).

George Brown, Chairman and successors so titled, is hereby authorized and directed to furnish such information as the North Carolina Department of Commerce may request in connection with an application or with the project proposed; to make assurances as contained in the application; and to execute such other documents as may be required in connection with the application.

Adopted this the 7th day of December 2020 in Burgaw, North Carolina.


George R. Brown, Chairman
Pender County Board of Commissioners

ATTEST:

Melissa Long, Clerk to the Board



**County of Pender
Community Development Block Grant Program
Guideform Residential Antidisplacement and Relocation Assistance Plan Under
Section 104 (d) of the Housing and Community Development Act of 1974 as
Amended**

The County of Pender (County) recognizes that during the course of administering a CDBG program it sometimes becomes necessary to relocate businesses and residences, as applicable. In the event that it should become necessary, the following Plan is provided as a guideform for any antidisplacement or relocation assistance that may be required.

UNDER THIS PLAN THE COUNTY will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606(b)(1).

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the County will make public and submit to the North Carolina Department of Commerce the following information in writing.

1. A description of the proposed assisted activity.
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate income units as a direct result of the assisted activity.
3. A time schedule for the commencement and completion of the demolition or conversion.
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units.
5. The source of funding and time schedule for the provision of replacement dwelling units.
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy.

The County will provide relocation assistance as described in its adopted "Optional Coverage Relocation Policy" and as described in the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606(b)(2) to each household displaced by the demolition of housing or by the conversion of a dwelling to another use as a direct result of CDBG assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, the County will take the following steps to minimize the displacement of persons from their homes:

STEPS TO MINIMIZE THE DISPLACEMENT OF PERSONS FROM THEIR HOMES

1. Prior to the initiation of public work activities the County will emphasize the approval of routes that will not result in the displacement of persons from their homes. Prior to considering the approval of a public works project that will displace a person from their home, the County's engineering firm will provide a description of alternate design (route) considerations and why the proposed route that will displace a person from their home(s) is the best option.

In the event that the displacement of persons from their homes does occur, the County will follow procedures of 49 CFR Part 24 "Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs; Final Rule and Notice" regulations and its adopted "Optional Coverage Relocation Policy" as May be applicable to the individual situation.

Adopted December 7, 2020.



George Brown, Chairman



Melissa Long, CMC, NCCCC, Clerk to the Board



**2021 CALENDAR
REGULAR MEETINGS
PENDER COUNTY BOARD OF COMMISSIONERS**

DAY	DATE	TIME
Monday	January 4	4:00 p.m.
Tuesday (Hampstead Annex)	January 19	4:00 p.m./7:00 p.m.
Monday	February 1	4:00 p.m.
Tuesday	February 16	4:00 p.m./7:00 p.m.
Thursday (Hampstead Annex)	March 4 (Board Retreat – Day 1)	4:00 p.m.
Friday (Hampstead Annex)	March 5 (Board Retreat – Day 2)	9:00 a.m.
Monday	March 15	4:00 p.m./7:00 p.m.
Tuesday	April 6	4:00 p.m.
Monday	April 19	4:00 p.m./7:00 p.m.
Thursday	April 29 (Budget Work Session)	4:00 p.m.
Monday	May 3	4:00 p.m.
Monday	May 10 (Budget Work Session)	4:00 p.m.
Thursday (Hampstead Annex)	May 13 (Budget Work Session)	4:00 p.m.
Monday	May 17	4:00 p.m./7:00 p.m.
Thursday (If Needed)	May 20 (Budget Work Session)	4:00 p.m.
Monday	June 7	4:00 p.m.
Monday	June 21	4:00 p.m./7:00 p.m.
Monday	July 12	4:00 p.m./7:00 p.m.
Monday	August 2	4:00 p.m.
Monday	August 16	4:00 p.m./7:00 p.m.
Tuesday	September 7	4:00 p.m.
Monday	September 20	4:00 p.m./7:00 p.m.
Monday	October 4	4:00 p.m.
Monday (Hampstead Annex)	October 18	4:00 p.m./7:00 p.m.
Monday	November 1	4:00 p.m.
Monday	November 15	4:00 p.m./7:00 p.m.
Monday	December 6	4:00 p.m./7:00 p.m.

Note: All Meetings Held at Pender County Public Assembly Room, 805 South Walker Street, Burgaw, Unless Otherwise Advertised.



Pender County Budget Ordinance Amendment

Friday, November 13, 2020

Date Friday, November 13, 2020

Board Meeting Date (If Applicable) Monday, December 7, 2020

Fiscal Year FY 2020-2021

Fund 11 - HEALTH

Division, Program, Project, etc. WIC

Department 900058 - WIC PROGRAM

Purpose of Request
Additional funding for Client Services

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	11-375010	State - WIC Client Services	3,696
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900058-403300	Supplies & Materials	3,696
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 3696 Total Expenditures 3696

Budget Amendment Balances when Zero. 0

Prepared By: Donna Ramos Email dramos@pendercountync.gov



Pender County Budget Ordinance Amendment

Friday, November 13, 2020

Date Friday, November 13, 2020

Board Meeting Date (If Applicable) Monday, December 7, 2020

Fiscal Year FY 2020-2021

Fund 11 - HEALTH

Division, Program, Project, etc. Communicable Disease

Department 900052 - COMM DISEASE/TB/AIDS

Purpose of Request
Additional funds allocated for agreement addendum #115 COVID-19 , Infection Prevention Support

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	11-375025	Communicable Disease/DEH	87,846
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900052-404500	Communicable Disease	87,846
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 87846 Total Expenditures 87846

Budget Amendment Balances when Zero. 0

Prepared By: Donna Ramos Email dramos@pendercountync.gov



Pender County Budget Ordinance Amendment

Friday, November 13, 2020

Date Friday, November 13, 2020

Board Meeting Date (If Applicable) Monday, December 7, 2020

Fiscal Year FY 2020-2021

Fund 11 - HEALTH

Division, Program, Project, etc. Immunization

Department 900057 - IMMUNIZATION

Purpose of Request
Allocated additional funding from Women's and Children's Health Section/ Immunization

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	11-375028	Immunization - ATC	9738.00
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900057-404600	Medical Expenses	9,738.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 9738 Total Expenditures 9738

Budget Amendment Balances when Zero. 0

Prepared By: Donna Ramos Email dramos@pendercountync.gov



Pender County Budget Ordinance Amendment

Friday, November 13, 2020

Date Friday, November 13, 2020

Board Meeting Date (If Applicable) Monday, December 7, 2020

Fiscal Year FY 2020-2021

Fund 73 - PHA

Division, Program, Project, etc. Housing

Department 731 - HOUSING SECTION 8

Purpose of Request
Budget amendment to use CARES ACT FUNDING for COVID 19 Expenditures

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	73-399000	Fund Balance Appropriation	24650.00
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	73046148	COVID 19 Expenses	24650.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 24650 Total Expenditures 24650

Budget Amendment Balances when Zero. 0

Prepared By: SUE SAVA Email esava@pendercountync.gov



Pender County Budget Ordinance Amendment

Tuesday, November 17, 2020

Date

Tuesday, November 17, 2020

Board Meeting Date (if Applicable)

Monday, December 7, 2020

Fiscal Year

FY 2020-2021

Fund

10 - GENERAL

Department

500 - FACILITIES MAINTENANCE

Purpose of Request

Monies that were used out of Facilities (500) to pay for rental expenses generated by Courthouse Restoration needs to be reimbursed into 500-402100 (Rent). This revenue will come from insurance reimbursement checks deposited into the general insurance fund (10-320017).

REVENUES

	Account # (000-000-0000)	Account Description	Amount
1	10-320017	General- Insurance	39,445.02
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (000-000-0000)	Account Description	Amount
1	500-401200	Rent	39,445.02
2			
3			
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7			
8			
9			
10			

Total Revenues

39445.02

Total Expenditures

39445.02

Budget Amendment Balances when Zero.

0

Prepared By:

Deanna Lanier

Email

dlanier@pendercountync.gov



Pender County Budget Ordinance Amendment

Friday, November 20, 2020

Date Monday, December 7, 2020

Board Meeting Date (If Applicable) Monday, December 7, 2020

Fiscal Year FY 2020-2021

Fund VARIOUS

Division, Program, Project, etc. Hampstead/Scott's Hill Well Project

Department 072 - WATER OPERATIONS

Purpose of Request

Accounting adjustments to the well project funding. Adjustments are necessary because the previous year's expenditures for the project were not coded to the Org 81 Project Fund, because the Project Fund had not been established and approved yet when the early payments were made. Finance moved the coding of prior payments to the Project Fund once the project was approved by the Board. With this proposed adjustment, the fund balance that covered the payments will be moved to the Project Fund to cover the "re-coded" payments. The actual project is and will continue to be within its overall established budget.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	81-399072	Transfer from Fund 72	536600
2	072-399000	Fund Balance Appropriated	536600
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	81-404500	Contracted Services	289337
2	81-404505	Contracted Services-Engineering	252363
3	81-405701	Other-Permits	400
4	072-409801	Transfer to Fund 81	536600
5	81-409600	Contingency	-5500
6			
7			
8			
9			
10			

Total Revenues 1073200 Total Expenditures 1073200

Budget Amendment Balances when Zero. 0

Prepared By:

Kenny Keel

Email

kkeel@pendercountync.gov



Pender County

Request For Board Action

DATE OF MEETING: December 7, 2020

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

SHORT TITLE: Approval of Tax Releases and Refunds

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

RELEASES OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2019	BILLINGER, TAMMY LYNN	200826219	185.44	SOLD
2016	BONNER, JAMES PHILLIP	268068340	123.85	SITUS
2020	DEBOSE, JANNIE MARIE	200826696	109.04	SOLD
2019	GRAY, LINWOOD THEODORE II	201539841	284.71	SOLD
2019	HUNDLEY, JAMESOHN BLAKE	201643572	159.09	SOLD
2019	JETER, HEATHER KING	200826624	109.73	SOLD
2019	MYCEK, JESSICA LYNN	201219636	123.79	MILTRY EXEMPT
2019	SCANNELL, VINCENT JOSEPH	200306229	120.15	SOLD
2018	VANCLEEF, RONALD THOMAS	202321623	165.56	SOLD
2019	VANISKO, RICHARD EDWARD	200458260	130.12	SOLD

TOTAL REFUNDS OVER \$100 \$1,511.48

RELEASES UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2019	BICKTA, DAVID CHARLES	201050619	48.16	SOLD
2020	BONNER, JAMES PHILLIP	268068320	91.18	SITUS
2020	COOPER, STEPHEN ALGIE	267417492	48.04	SITUS
2020	CREWS, DANNY WAYNE	267768548	26.94	SITUS
2020	DEAL, SHERRY WOODCOCK	266917784	21.05	SITUS

2019	DILL, GREGORY VINCENT	201317886	8.94	SOLD
2019	FISH, CRYSTAL JACQUELINE	200563476	60.55	SOLD
2019	GALLAGHER, SARA SIOBHAN	200188233	39.27	SOLD
2020	GUNN, BOBBI SUE	201539607	25.63	ADJSTD VALUE
2019	HOWELL, FLOYD LOFTON JR	201823122	17.75	SOLD
2019	JOHN FLOWERS CONSTRUCTION	201220056	21.67	SOLD
2020	KINTO, DONNA SHIELDS	267417320	46.14	ADJSTD VALUE
2019	LUTHER, MELISSA LYNN	201740325	60.98	DESTROYED
2019	MARTINELLI, EMILY AMANDA	201643743	13.59	OUT OF STATE
2019	MATTLIN, JOSEPH PAUL	201740004	39.75	SOLD
2019	MAZZETTI, DAMIEN JAMES	200563497	24.48	SOLD
2016	MCCONNELL, TRACE MICHAEL	201220020	67.73	MILTRY EXEMPT
2018	MCCONNELL, TRACE MICHAEL	201220023	55.69	MILTRY EXEMPT
2018	MCCONNELL, TRACE MICHAEL	201220026	46.11	MILTRY EXEMPT
2020	MUNIZ, HERRERA RAFAELA	269294612	19.13	SITUS
2020	NAUMUK, JOHN GRIFFITH	201050607	3.08	ADJSTD VALUE
2019	NEUSCHAFER, JOSEPH CARL	200826186	14.36	OUT OF STATE
2018	NEUSCHAFER, JOSEPH CARL	200826171	20.59	OUT OF STATE
2019	PARDUE, CAROLE KIMBERLING	201219909	57.31	SOLD
2020	PAYNE, DONALD RODNIX	200457927	34.82	ADJSTD VALUE
2019	PITTS, ELIZABETH JACKSON	201740358	26.66	SOLD
2019	POWELL, THOMAS AUSTIN	200305971	95.42	SOLD
2019	ROLLINS, CHARLES GRIMES JR	200563122	19.49	ADJSTD VALUE
2020	SANDERS, RONALD CEDRIC	268858224	14.56	SITUS
2019	SANDERS, RONALD CEDRIC	201643689	8.68	SOLD
2019	SMOLENSKY, BONNIE A	269444548	32.12	SITUS
2019	SMOLENSKY, BONNIE A	269444564	94.98	SITUS
2019	SQUIRES, JOHN PIERCESON	200457924	46.36	SOLD
2018	THOMAS, TODD NORMAN	268858504	17.03	SITUS
2019	WADE, TIGE ANDREW	200750268	3.56	SOLD
2019	WELBORN, JAMES ALLEN	201971208	34.03	SOLD

TOTAL REFUNDS UNDER \$100	\$1,305.83
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TOTAL OF ALL RELEASES	NONE
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TOTAL OF ALL REFUNDS	\$2,817.31
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Board of Commissioners
George R. Brown, Jr., Chairman
Archibald "Fred" McCoy, Vice Chairman
Jaqueline A. (Jackie) Newton
David A. Piepmeyer
J. David Williams, Jr.

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

Resolution to Declare a Glock Model 22 Handgun Surplus and Award it to Retired Deputy Sergeant Donnie Long in Recognition of His Service to the Citizens of Pender County in the Pender County Sheriff's Office.

WHEREAS, North Carolina General Statute § 20-187.2 states "...The governing body of a law enforcement agency may, in its discretion, also award to a retiring member or surviving relatives as provided herein, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body;" and

WHEREAS, Donnie Long previously served 4 years in the United States Coast Guard, worked with Topsail Beach Police Department and North Carolina State Port Police, and is retiring as a Deputy Sergeant with the Pender County Sheriff's office after 18 years of service to the citizens of Pender County; and

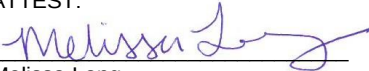
NOW, THEREFORE IT BE RESOLVED by the Pender County Board of Commissioners that the Glock Model 22 (Serial # HNT-677) handgun carried by Donnie Long be declared surplus and awarded to him this 7th day of December 2020 as recognition and in appreciation for the 18 years of dedicated service to the citizens of Pender County.

BE IT FURTHER RESOLVED that the Pender County Board of Commissioners thanks Donnie Long for his dedication to serving the citizens of Pender County.

Adopted this the 7th day of December 2020.


George R. Brown, Chairman
Pender County Board of Commissioners

ATTEST:


Melissa Long
Clerk to the Board



**RESOLUTION ESTABLISHING JUST COMPENSATION FOR SELECTED REAL
PROPERTY IN PENDER COUNTY'S HURRICANE MATTHEW HAZARD MITIGATION GRANT PROGRAM**

WHEREAS, it has been certified by **C. Nathan King & Associates Appraisals** as the county's contract appraiser for the Hurricane Matthew Hazard Mitigation Grant Program (HMGP) that all properties listed below have been appraised in accordance with State law, Uniform Standards for Professional Appraisal Practice (USPAP) guidelines, and HMGP program guidelines; and

WHEREAS the county has copies of said appraisal reports in its possession that have been reviewed and found to be accurate and reliable;

THEREFORE BE IT RESOLVED, that Just Compensation is hereby established by the Pender County Board of Commissioners, for the following parcels:

Owner Name	Parcel Identification Number (PIN) of Parcel to be Acquired	Street Address	Established Fair Market Value
Lateacha Kea	2245-03-3279-0000	35654 NC Highway 210, Currie, NC	\$83,000.00

This 7th day of December 2020.

Board Chairman: 
George Brown

Clerk to the Board: 
Melissa Long



Pender County Budget Ordinance Amendment

Friday, November 20, 2020

Date Friday, November 20, 2020

Board Meeting Date (If Applicable) Monday, December 7, 2020

Fiscal Year FY 2020-2021

Fund 60 - CIP

Department 653 - PLANNING DEPARTMENT

Purpose of Request

To budget the supplemental funding awarded to Pender County by the State for the Hurricane Florence HMGP Expedited Acquisition project. These funds are from the State Acquisition and Relocation Fund (SARF) and are to be specifically used for supplemental funding and relocation assistance for acquisition recipients. The Hazard Mitigation Grant Program Expedited Acquisition Project 4393-F1-S60 was budgeted in December 2019.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-348817-6470	State Acquisition Relocation Fund	1,512,500
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-404200-6470	Relocation Assistance	1,375,000
2	60-404578-6470	Contracted Serv-Grant Administration	137,500
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 1512500 Total Expenditures 1512500

Budget Amendment Balances when Zero. 0

Prepared By: Travis Henley Email thenley@pendercountync.gov



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Justian Pound
DATE: January 4, 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 December 2020.



Pender County

Request For Board Action

DATE OF MEETING: January 4, 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
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NONE

REFUNDS OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2019	BOATWRIGHT, KIP LYNN	203661453	153.77	SOLD
2019	HOWARD, THOMAS MELVIN JR	202690668	136.80	SOLD
2020	JORDAN, JAMES BERNARD	204448446	186.19	SOLD
2019	KERR, TYLER JAMES	202800819	136.80	MILTRY EXEMPT
2019	LASSITER, RONALD STUART	203239641	108.01	SOLD
2020	WEIMER, JUSTIN ROBERT	203925726	127.62	MILTRY EXEMPT

TOTAL REFUNDS OVER \$100			\$849.19	
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RELEASES UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2019	BALON, GARY DAVID	204160683	57.60	SOLD
2019	BARNHILL, TERRI DELOISE	203753988	14.41	DESTROYED
2019	BARNHILL, TERRI DELOISE	203753991	11.31	DOUBLELIST
2019	BRYANT, HAYWOOD CLINTON	203564274	75.32	SOLD
2019	CAMACHO, SONIA CONSUELO	203753886	5.97	SOLD
2020	CANTRELL, KRYSTAL RIO	270527348	55.25	ADJSTD VALUE
2019	CARR, JIMMY WAYNE	270985038	33.98	SITUS
2019	CARR, JIMMY WAYNE	270985220	4.23	SITUS
2020	CARR, JIMMY WAYNE	270985224	8.19	SITUS

2019	CAVILEER, CHRISTINE	203433582	1.26	SOLD
2019	CHUNG, ERIC JUNE	203925732	45.17	SOLD
2019	CORBETT, GENETTA FENNELL	203346186	12.53	SOLD
2019	COWAN, DEBORAH DELGARBINO	202800564	6.26	DESTROYED
2019	D&J PROPERTIES OF HAMPSTEAD	203925735	38.37	SOLD
2019	DULEBOHN, MARTHA JANE	203161380	14.99	SOLD
2019	FLATHMAN, WILLIAM EDWARD	204160416	79.21	SOLD
2020	HOLDEN, NEAL ROBERT	270984636	57.61	SITUS
2019	LEE, IVEY NICK	202895208	14.80	SOLD
2019	LUNDEMOEN, BJORN KRISTIAN	202895895	20.55	SOLD
2019	MERRICK, MELINDA DENISE	203564493	12.15	SOLD
2019	NELSON, DIANE LYNN	202895157	4.56	SOLD
2019	RAMSEY, MICHAEL KEITH	272597512	7.03	SITUS
2019	TALL TIMBER TREE SERVICE	270527148	1.40	SITUS
2019	TALL TIMBER TREE SERVICE	270527240	1.04	SITUS
2019	TEACHEY, JASON BRIAN	204056844	68.54	SOLD
2019	WALKER, JENNIFER GOSNELL	204160266	26.99	SOLD
2020	WOLF, CHRISTOPHER REINHOLD	203433450	34.12	SOLD
2020	WOLF, DINA MARIE	203661246	18.53	SOLD
2020	WOLF, UTE MARIA	203433459	99.21	SOLD

TOTAL REFUNDS UNDER \$100	\$830.58
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TOTAL OF ALL RELEASES	NONE
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TOTAL OF ALL REFUNDS	\$1,679.77
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Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Wes Stewart
DATE: January 4, 2021
SUBJECT: Approval of a Budget Amendment to Increase the Department of Social Services Revenues and Expenditures for Fiscal Year 2020-2021
Federal Cares Act Funding : \$126,713.02.

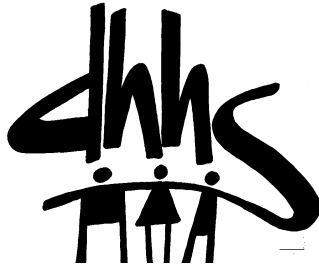
SUMMARY:

North Carolina received an additional \$25 million Low Income Home Energy Assistance Program (LIHEAP) funding as a result of the Coronavirus Aid, Relief, and Economic Security (CARES) Act that was passed due to COVID-19. A portion of the CARES Act funds will be used for LIEAP to issue automatic payments to a target population that received a LIEAP payment in 2019-2020. This automatic payment will help continue social distancing efforts and eliminate face to face contact for the more at-risk population. Pender County will receive \$126,713.02.

100097-461418 \$126,713.02 12-349950 \$126,713.02

ACTION REQUESTED:

To consider approving a budget amendment for increasing additional programmatic revenues and related expenditures for the Department of Social Services for Fiscal Year 2020-2021.



DIVISION OF SOCIAL SERVICES

Low-Income Home Energy Assistance (LIEAP) - Pandemic LIEAP

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds

EFFECTIVE DATE: 12/01/2020

AUTHORIZATION NUMBER: Pandemic LIEAP

ALLOCATION PERIOD

FROM DECEMBER 2020 THRU MAY 2021 SERVICE MONTHS

FROM JANUARY 2021 THRU JUNE 2021 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	253,295.67	253,295.67	0.00	0.00	253,295.67	253,295.67
02	ALEXANDER	66,485.22	66,485.22	0.00	0.00	66,485.22	66,485.22
03	ALLEGHANY	38,066.05	38,066.05	0.00	0.00	38,066.05	38,066.05
04	ANSON	154,871.46	154,871.46	0.00	0.00	154,871.46	154,871.46
05	ASHE	101,292.19	101,292.19	0.00	0.00	101,292.19	101,292.19
06	AVERY	68,571.04	68,571.04	0.00	0.00	68,571.04	68,571.04
07	BEAUFORT	212,491.99	212,491.99	0.00	0.00	212,491.99	212,491.99
08	BERTIE	152,785.65	152,785.65	0.00	0.00	152,785.65	152,785.65
09	BLADEN	156,566.18	156,566.18	0.00	0.00	156,566.18	156,566.18
10	BRUNSWICK	232,437.56	232,437.56	0.00	0.00	232,437.56	232,437.56
11	BUNCOMBE	433,066.50	433,066.50	0.00	0.00	433,066.50	433,066.50
12	BURKE	183,812.09	183,812.09	0.00	0.00	183,812.09	183,812.09
13	CABARRUS	231,655.38	231,655.38	0.00	0.00	231,655.38	231,655.38
14	CALDWELL	167,647.06	167,647.06	0.00	0.00	167,647.06	167,647.06
15	CAMDEN	12,384.50	12,384.50	0.00	0.00	12,384.50	12,384.50
16	CARTERET	150,048.03	150,048.03	0.00	0.00	150,048.03	150,048.03
17	CASWELL	102,074.37	102,074.37	0.00	0.00	102,074.37	102,074.37
18	CATAWBA	154,219.65	154,219.65	0.00	0.00	154,219.65	154,219.65
19	CHATHAM	107,288.90	107,288.90	0.00	0.00	107,288.90	107,288.90
20	CHEROKEE	99,076.02	99,076.02	0.00	0.00	99,076.02	99,076.02
21	CHOWAN	78,217.91	78,217.91	0.00	0.00	78,217.91	78,217.91
22	CLAY	47,061.11	47,061.11	0.00	0.00	47,061.11	47,061.11
23	CLEVELAND	261,899.64	261,899.64	0.00	0.00	261,899.64	261,899.64
24	COLUMBUS	198,803.86	198,803.86	0.00	0.00	198,803.86	198,803.86
25	CRAVEN	172,991.95	172,991.95	0.00	0.00	172,991.95	172,991.95
26	CUMBERLAND	695,357.23	695,357.23	0.00	0.00	695,357.23	695,357.23
27	CURRITUCK	23,595.74	23,595.74	0.00	0.00	23,595.74	23,595.74
28	DARE	34,937.33	34,937.33	0.00	0.00	34,937.33	34,937.33
29	DAVIDSON	308,178.57	308,178.57	0.00	0.00	308,178.57	308,178.57
30	DAVIE	65,703.05	65,703.05	0.00	0.00	65,703.05	65,703.05
31	DUPLIN	147,049.67	147,049.67	0.00	0.00	147,049.67	147,049.67
32	DURHAM	342,724.81	342,724.81	0.00	0.00	342,724.81	342,724.81
33	EDGECOMBE	261,899.64	261,899.64	0.00	0.00	261,899.64	261,899.64
34	FORSYTH	577,959.25	577,959.25	0.00	0.00	577,959.25	577,959.25
35	FRANKLIN	156,696.55	156,696.55	0.00	0.00	156,696.55	156,696.55
36	GASTON	336,988.83	336,988.83	0.00	0.00	336,988.83	336,988.83
37	GATES	37,023.14	37,023.14	0.00	0.00	37,023.14	37,023.14
38	GRAHAM	33,894.43	33,894.43	0.00	0.00	33,894.43	33,894.43
39	GRANVILLE	130,493.55	130,493.55	0.00	0.00	130,493.55	130,493.55
40	GREENE	79,651.91	79,651.91	0.00	0.00	79,651.91	79,651.91
41	GUILFORD	952,954.88	952,954.88	0.00	0.00	952,954.88	952,954.88
42	HALIFAX	428,112.70	428,112.70	0.00	0.00	428,112.70	428,112.70
43	HARNETT	211,970.54	211,970.54	0.00	0.00	211,970.54	211,970.54
44	HAYWOOD	140,792.24	140,792.24	0.00	0.00	140,792.24	140,792.24
45	HENDERSON	151,482.02	151,482.02	0.00	0.00	151,482.02	151,482.02
46	HERTFORD	157,218.00	157,218.00	0.00	0.00	157,218.00	157,218.00
47	HOKE	110,678.34	110,678.34	0.00	0.00	110,678.34	110,678.34

Low-Income Home Energy Assistance (LIEAP)
AUTHORIZATION NUMBER: Pandemic LIEAP

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	32,460.43	32,460.43	0.00	0.00	32,460.43	32,460.43
49	IREDELL	147,310.40	147,310.40	0.00	0.00	147,310.40	147,310.40
50	JACKSON	93,600.77	93,600.77	0.00	0.00	93,600.77	93,600.77
51	JOHNSTON	275,327.05	275,327.05	0.00	0.00	275,327.05	275,327.05
52	JONES	63,747.60	63,747.60	0.00	0.00	63,747.60	63,747.60
53	LEE	97,511.66	97,511.66	0.00	0.00	97,511.66	97,511.66
54	LENOIR	213,925.99	213,925.99	0.00	0.00	213,925.99	213,925.99
55	LINCOLN	129,059.55	129,059.55	0.00	0.00	129,059.55	129,059.55
56	MACON	81,737.72	81,737.72	0.00	0.00	81,737.72	81,737.72
57	MADISON	82,128.81	82,128.81	0.00	0.00	82,128.81	82,128.81
58	MARTIN	111,199.80	111,199.80	0.00	0.00	111,199.80	111,199.80
59	MCDOWELL	144,833.50	144,833.50	0.00	0.00	144,833.50	144,833.50
60	MECKLENBURG	1,087,751.64	1,087,751.64	0.00	0.00	1,087,751.64	1,087,751.64
61	MITCHELL	51,493.46	51,493.46	0.00	0.00	51,493.46	51,493.46
62	MONTGOMERY	65,572.68	65,572.68	0.00	0.00	65,572.68	65,572.68
63	MOORE	127,755.92	127,755.92	0.00	0.00	127,755.92	127,755.92
64	NASH	271,807.24	271,807.24	0.00	0.00	271,807.24	271,807.24
65	NEW HANOVER	335,815.56	335,815.56	0.00	0.00	335,815.56	335,815.56
66	NORTHAMPTON	122,802.12	122,802.12	0.00	0.00	122,802.12	122,802.12
67	ONslow	216,782.67	216,782.67	0.00	0.00	216,782.67	216,782.67
68	ORANGE	203,236.20	203,236.20	0.00	0.00	203,236.20	203,236.20
69	PAMLICO	38,848.23	38,848.23	0.00	0.00	38,848.23	38,848.23
70	PASQUOTANK	106,767.45	106,767.45	0.00	0.00	106,767.45	106,767.45
71	PENDER	126,713.02	126,713.02	0.00	0.00	126,713.02	126,713.02
72	PERQUIMANS	59,315.25	59,315.25	0.00	0.00	59,315.25	59,315.25
73	PERSON	108,462.17	108,462.17	0.00	0.00	108,462.17	108,462.17
74	PITT	470,611.10	470,611.10	0.00	0.00	470,611.10	470,611.10
75	POLK	39,239.32	39,239.32	0.00	0.00	39,239.32	39,239.32
76	RANDOLPH	234,914.46	234,914.46	0.00	0.00	234,914.46	234,914.46
77	RICHMOND	222,660.32	222,660.32	0.00	0.00	222,660.32	222,660.32
78	ROBESON	443,625.92	443,625.92	0.00	0.00	443,625.92	443,625.92
79	ROCKINGHAM	257,336.93	257,336.93	0.00	0.00	257,336.93	257,336.93
80	ROWAN	223,442.50	223,442.50	0.00	0.00	223,442.50	223,442.50
81	RUTHERFORD	175,859.94	175,859.94	0.00	0.00	175,859.94	175,859.94
82	SAMPSON	245,343.51	245,343.51	0.00	0.00	245,343.51	245,343.51
83	SCOTLAND	151,090.93	151,090.93	0.00	0.00	151,090.93	151,090.93
84	STANLY	114,589.24	114,589.24	0.00	0.00	114,589.24	114,589.24
85	STOKES	100,770.74	100,770.74	0.00	0.00	100,770.74	100,770.74
86	SURRY	195,805.50	195,805.50	0.00	0.00	195,805.50	195,805.50
87	SWAIN	40,151.86	40,151.86	0.00	0.00	40,151.86	40,151.86
88	TRANSYLVANIA	65,963.77	65,963.77	0.00	0.00	65,963.77	65,963.77
89	TYRRELL	24,247.55	24,247.55	0.00	0.00	24,247.55	24,247.55
90	UNION	218,619.06	218,619.06	0.00	0.00	218,619.06	218,619.06
91	VANCE	243,257.70	243,257.70	0.00	0.00	243,257.70	243,257.70
92	WAKE	624,830.74	624,830.74	0.00	0.00	624,830.74	624,830.74
93	WARREN	115,632.14	115,632.14	0.00	0.00	115,632.14	115,632.14
94	WASHINGTON	58,141.98	58,141.98	0.00	0.00	58,141.98	58,141.98
95	WATAUGA	68,701.40	68,701.40	0.00	0.00	68,701.40	68,701.40
96	WAYNE	303,746.22	303,746.22	0.00	0.00	303,746.22	303,746.22
97	WILKES	187,331.90	187,331.90	0.00	0.00	187,331.90	187,331.90
98	WILSON	322,909.61	322,909.61	0.00	0.00	322,909.61	322,909.61
99	YADKIN	55,013.26	55,013.26	0.00	0.00	55,013.26	55,013.26
100	YANCEY	87,995.15	87,995.15	0.00	0.00	87,995.15	87,995.15
150	Jackson Indian	0.00	0.00	0.00	0.00	0.00	0.00
187	Swain Indian	0.00	0.00	0.00	0.00	0.00	0.00
	Total	\$ 18,910,272.00	\$ 18,910,272.00	\$ -	\$ -	\$ 18,910,272.00	\$ 18,910,272.00

Low-Income Home Energy Assistance (LIEAP) AUTHORIZATION NUMBER: Pandemic LIEAP

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds Block Grant

CFDA Number: 93.568

CFDA Name: Low-Income Home Energy Assistance

Award Name: Low-Income Home Energy Assistance

Award Number: 2001NCE5C3

Award Date: FFY 2020

Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

XS411 Heading: LIEAP COVID-19

Tracked on XS411: Federal Share 100%

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

AUTHORIZED SIGNATURE



DATE:

November 6, 2020



Pender County Budget Ordinance Amendment

Thursday, December 3, 2020

Page 5 of 5

Date Thursday, December 3, 2020
Fiscal Year FY 2020-2021 **Fund** 12 - DSS
Division, Program, Project, etc. LIEAP Pandemic Funds **Department** 100097 - LOW INCOME ENERGY ASST PROG

Purpose of Request
North Carolina received an additional \$25 million Low Income Home Energy Assistance Program (LIHEAP) funding as a result of the Coronavirus Aid, Relief, and Economic Security (CARES) Act that was passed due to COVID-19. A portion of the CARES Act funds will be used for LIEAP to issue automatic payments to a target population that received a LIEAP payment in 2019-2020. This automatic payment will help continue social distancing efforts and eliminate face to face contact for the more at-risk population.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	12	349950	126713.02
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	100097	461418	126713.02
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 126713.02 **Total Expenditures** 126713.02

Budget Amendment Balances when Zero. 0

Prepared By: Savannah Hubach **Email** shubach@pendercountync.gov



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Susan Williams

DATE: January 4, 2021

SUBJECT: Approval of Budget Amendment for Elections Cares Act funding for One stop worker bonuses.

SUMMARY:

The NCSBE informed County BOE after the elections that Cares Act funding had been appropriated for One Stop worker bonuses at a rate of \$19.56 per day worked. This Budget amendment appropriates the funding received from the state in order to pay these bonuses through payroll.

ACTION REQUESTED:

Please approve Budget Amendment for Elections Cares Act funding for One stop worker bonuses as presented.



Pender County Budget Ordinance Amendment

Wednesday, December 16, 2020

Page 2 of 2

Date Wednesday, December 16, 2020

Board Meeting Date (If Applicable) Monday, January 4, 2021

Fiscal Year FY 2020-2021 Fund 10 - GENERAL

Division, Program, Project, etc. BOE CARES Act Funding Department 430 - BOARD OF ELECTIONS

Purpose of Request
Cares Act funds specified for One Stop Worker bonus pay at a rate of \$19.56 per day worked.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	430-348185	Cares Act	\$19579.56
2			
3			
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	430-400950	Bonus	\$19579.56
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 19579.56 Total Expenditures 19579.56

Prepared By: Susan Williams Email srwilliams@pendercountync.gov



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Kenneth Keel

DATE: January 4, 2021

SUBJECT: Approval of Budget Ordinance Amendment for Additional Local Match Funding for the WTP Generator & WWTP Berm Project.

SUMMARY:

On October 21, 2019, the Board approved the use of \$420,000 as a local match of funds for the proposed Water Plant Generator (natural gas) and Wastewater Plant Flood Control Berm. These funds are being held in reserve to be used with grant funds we are seeking from the US Economic Development Administration, to address issues faced in the aftermath of Hurricane Florence. The 80% Hurricane Florence Disaster Relief grant program has unfortunately ran out of available funds before reaching Pender County's priority level. We then requested that the application be considered for CARES Act (Coronavirus) funding, but that program also exhausted its available funding prior to our consideration.

Now we would like to resubmit the project for regular EDA Title IX assistance. This program provides up to a 75% grant, so to be considered, Pender County must obligate the additional 5% (\$105,000) to the project for a total local match of \$525,000 for the estimated \$2,100,000 project.

The Budget Ordinance Amendment request to be considered for approval transfers \$105,000 from the water/wastewater capacity fees fund balance (Org 59) to the capital project accounts created at the end of FY20 for these projects (Org 83-Water Plant and Org 88-Wastewater Plant).

ACTION REQUESTED:

Approve Budget Ordinance Amendment

ATTACHMENTS:

Budget Ordinance Amendment form



Pender County Budget Ordinance Amendment

Wednesday, December 16, 2020

Page 2 of 3

Date Monday, January 4, 2021

Board Meeting Date (If Applicable) Monday, January 4, 2021

Fiscal Year FY 2020-2021 Fund VARIOUS

Division, Program, Project, etc. Water Plant Generator & WWTP Flood Control Berm projects Department 072 - WATER OPERATIONS

Purpose of Request

On October 21, 2019, the Board approved the use of \$420,000 as a local match of funds for the proposed Water Plant Generator (natural gas) and Wastewater Plant Flood Control Berm. These funds are being held in reserve to be used with grant funds we are seeking from the US Economic Development Administration, to address issues faced in the aftermath of Hurricane Florence. The 80% Hurricane Florence Disaster Relief grant program has unfortunately ran out of available funds before reaching Pender County's priority level. We then requested that the application be considered for CARES Act (Coronavirus) funding, but that program also exhausted its available funding prior to our consideration.

PCU is now proposing to resubmit the project for regular EDA Title IX assistance. This program provides up to a 75% grant, so to be considered, Pender County must obligate the additional 5% (\$105,000) to the project for a total local match of \$525,000 for the estimated \$2,100,000 project.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	59-399000	Capacity Fees Fund Balance	105000
2	83-397062	Contrib from Capacity Fees	75000
3	88-397062	Transfer from Cap Fees Fund	30000
4			
5			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	59-409077	Transfer to WTP Fund	75000
2	59-409078	Transfer to PCP WWTP	30000
3	83-407400	Capital Outlay	75000
4	88-407460	Construction	30000
5			
6			
7			
8			
9			
10			

Total Revenues 210000 Total Expenditures 210000

Prepared By:

Kenny Keel

Email

kkeel@pendercountync.gov



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Susan Williams
DATE: January 4, 2021
SUBJECT: Approval to Merge positions in Elections Office.

SUMMARY:

The Board of Elections has passed a resolution to restructure the Elections office. The Deputy Director and Elections Tech positions will be merged, with some portions of the duties being merged into the Director's position. And other duties will be completed by a Part time/ Temp as needed throughout the year.

ACTION REQUESTED:

Approve the restructure of the Elections Department.

ATTACHMENTS:

Elections Salary Comparison, Elections Restructure Resolution

	Salary	Pender's Retirement Contribution (10.21%)	Pender's 401k Contribution (2.5%)	Pender's Health Insurance Contributions	Pender's LTD/Basic Life Contributions	Total
S. Williams	\$6,257.81	\$5,743.92	\$1,406.45	\$6,388.32	\$44.40	\$69,840.90
	Salary	Pender's Retirement Contribution (10.21%)	Pender's 401k Contribution (2.5%)	Pender's Health Insurance Contributions	Pender's LTD/Basic Life Contributions	Total
T. Lewis	\$29,816.96	\$3,044.31	\$745.42	\$6,388.32	\$44.40	\$40,039.42
	Salary	Pender's Retirement Contribution (10.21%)	Pender's 401k Contribution (2.5%)	Pender's Health Insurance Contributions	Pender's LTD/Basic Life Contributions	Total
L. Laverre	\$38,054.85	\$3,885.40	\$951.37	\$6,388.32	\$44.40	\$49,324.34
Budgeted FY21						\$159,204.65

	14 remaining pays	YTD	Pender's Retirement Contribution (10.21%)	Pender's 401k Contribution (2.5%)	Pender's Health Insurance Contributions	Pender's LTD/Basic Life Contributions	Total
S. Williams	\$32,621.88	\$25,965.14	\$5,981.73	\$1,464.68	\$6,388.32	\$44.40	\$72,466.15
	14 remaining pays	YTD	Pender's Retirement Contribution (10.21%)	Pender's 401k Contribution (2.5%)	Pender's Health Insurance Contributions	Pender's LTD/Basic Life Contributions	Total
T. Lewis	\$22,618.30	\$13,761.67	\$3,714.39	\$909.50	\$6,388.32	\$44.40	\$47,436.58
	14 remaining pays	YTD	Pender's Retirement Contribution (10.21%)	Pender's 401k Contribution (2.5%)	Pender's Health Insurance Contributions	Pender's LTD/Basic Life Contributions	Total
L. Laverre	0	\$17,563.77	\$1,793.26	\$439.09	\$3,194.16	\$22.20	\$23,012.49

6388.32

Projected Cost **\$142,915.22**

Total Savings **\$16,289.44**

PENDER COUNTY BOARD OF ELECTIONS

Resolution to Restructure the Staffing of the Pender County Board of Elections Office

WHEREAS, the Board of Elections met at its regularly scheduled board meeting on the undersigned date.

WHEREAS, on November 30, 2020, the Deputy Director of the Pender County Board of Elections retired.

WHEREAS, prior to the Deputy Director of Elections' retirement, the Pender County Board of Elections Office was staffed as follows:

Director of Elections: Susan R. Williams
Deputy Director of Elections: Linda Lavere
Elections Technician: Theresa Lewis.

WHEREAS, at the time of the Deputy Director's retirement, the Elections Technician, Theresa Lewis, was performing many of the duties of the Deputy Director as a matter of course. Further, the Elections Technician during her tenure as Elections Technician with much dedication to her job became certified by the State Board of Elections as a **Certified Elections Administrator**, a certification that is not required for her job as an Elections Technician. This certification is the same certification a Deputy Director would obtain in the event a person in that position sought to be certified by the State Board of Elections.

WHEREAS, in an attempt to make the Board of Elections run more efficiently, the Board of Elections has decided to impose a pilot program whereby the structuring of the office be changed so that the normal duties of the Elections Technician position will be absorbed by the Director and the Deputy Director with the aid of multiple, temporary, part-time positions.

WHEREAS, as part of the restructuring, pilot program, the Board of Elections hereby agrees to approve a restructuring of the Pender County Board of Elections Office with appropriate restructurings as set out herein below.

WHEREAS, it is the intent of the Pender County Board of Elections Office to review the practical effects of the resolution set out herein below on or before December 31, 2021.

THEREFORE, BE IT RESOLVED, the Pender County Board of Elections does hereby adopt the following staff restructuring and staff pay scale of the Pender County Board of Elections Office as follows:

1. Theresa Lewis shall be promoted to Deputy Director.
2. The Pender County Board of Elections' staff shall be restructured as follows with the appropriate salary and pay restructurings as follows:

<u>Current Salary Budget:</u>	<u>124,129.62</u>	<u>New Budget:</u>	<u>124,127.93</u>
-------------------------------	-------------------	--------------------	-------------------

Director:	56,257.81	Director:	60,583.50
Deputy Director:	38,054.85	Deputy Director:	42,005.43
Elections Tech:	29,816.96	(2) Part Time/ Temp ¹ :	21,539.00

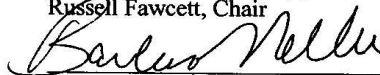
3. The Board hereby delegates the hiring authority of the temporary, part-time positions to the Director of Elections.
4. This resolution of the Pender County Board of Elections shall be effective as of January 1, 2021.

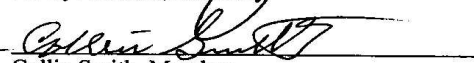
Adopted, this the 8th day of December, 2020.

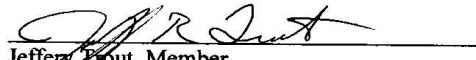
PENDER COUNTY BOARD OF ELECTIONS


Russell Fawcett, Chair


L. Bryant Smith, Secretary


Barbara Melluso, Member


Collin Smith, Member


Jeffery Prout, Member

¹ The temporary part-time workers shall be budgeted to work as needed up to 1958 hours per year at \$11.00 per hour.



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Erik Harvey

DATE: January 4, 2021

SUBJECT: Approval to enter into a Cost Per Copy Management Program Agreement with The Toner Exchange to Manage, Maintain, and Support Departmental Multi-function Copier and Printers on a Set Rate per Click for Black & White (.01845) and color prints (.034 Simple, .036 Business, .038 Creative) for 60 months.

SUMMARY:

Pender County requested bids for a 5-year Cost Per Copy Program for a multi-function copier device and desktop printer solution for all County departments. The purpose of the bid was to replace approximately 84 multi-function and 91 LaserJet printers, with the ability to add and delete devices as needed throughout the term of the contract. Additionally, the bid would allow the County to utilize similar equipment with a single vendor that could supply quality sales and service across all County offices.

A cost-per-copy, or cost per click program, was initiated by the County in 2005 with the goal of reducing printing costs and consolidating copier lease agreements across the departments. Cost-per-click is a cost associated with each page printed. Copies, computer printing and fax receiving are examples of printing that have costs associated with them. Scanning documents and sending faxes do not produce printed pages and therefore, have no cost associated. This RFP is the next step in maintaining the high level of machine reliability and vendor support we've experienced over the past 5 years.

As part of the RFP development process, all County departments were required to evaluate their multi-function copier and LaserJet device needs. As a result, the County departments were able to reduce the number of devices by 11 (5 multi-function copiers and 6 LaserJet printers). Departments, such as Information Technology Services (ITS), will no longer have a dedicated multi-function copier within their department. This will allow us to strategically place equipment to meet the needs of multiple departments.

This RFP is the next step in continuing to reduce the County's printing costs while maintaining the high level of machine reliability and vendor support we've experienced over the past 5 years.

A group of 7 employees from the County Manager's Office, Finance, IT, and Human Resources were asked to serve on the rating committee with the goal of identifying a potential vendor. The attached score sheet shows the criteria used to evaluate each vendor and the total score. The UNC School of Government was consulted to ensure the best overall proposal standard of award was appropriate for this project prior to rating the vendors. They referenced GS: 143-129.8 Purchase of Information Technology Goods and Services.

(§ 143-129.8. Purchase of information technology goods and services.

(a) In recognition of the complex and innovative nature of information technology goods and services and of the desirability of a single point of responsibility for contracts that include combinations of purchase of goods, design, installation, training, operation, maintenance, and related services, a political subdivision of the State may contract for information technology, as defined in G.S. 143B-1320, using the procedure set forth in this section, in addition to or instead of any other procedure available under North Carolina law.

(b) Contracts for information technology may be entered into under a request for proposals procedure that satisfies the following minimum requirements:

(1) Notice of the request for proposals shall be given in accordance with G.S. 143-129(b).

(2) Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.

(c) The awarding authority may use procurement methods set forth in G.S. 143-135.9 in developing and evaluating requests for proposals under this section. The awarding authority may negotiate with any proposer in order to obtain a final contract that best meets the needs of the awarding authority. Negotiations allowed under this section shall not alter the contract beyond the scope of the original request for proposals in a manner that: (i) deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and (ii) would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.

(d) Proposals submitted under this section shall not be subject to public inspection until a contract is awarded. (2001-328, s. 3; 2004-199, s. 36(b); 2004-203, s. 10; 2015-241, s. 7A.4(t).)

Also, the UNC School of Government was consulted during the Rating Committee's review of bids to seek clarification regarding vendors who did not properly answer the RFP. The Committee was instructed to contact the vendors to gain clarification and determine whether or not we could come to terms with their responses to the RFP.

After much deliberation and based on the results from the rating committee, The Toner Exchange received the highest score. Although The Toner Exchange was not the lowest bidder, based on our calculations as seen by the attached Vendor Pricing Sheet, the committee based its recommendation on the following criteria and items:

- Proposal Content.

- Price Proposal - True cost-per-click fixed price for black/white and color.
- Suitability.
- Vendor willingness to modify equipment.
- Timeline/Schedule.
- Vendor record.
- Quality of Service.
- Interview (if applicable) Lowest response time for equipment repairs.
- Vendor reference(s) – Feedback on equipment, customer support, and overall experience.
- True cost-per-click price with fixed costs. Important due to the fact the County is implementing several new software packages that include imaging as a component of those systems. This should produce another reduction in the overall printing as documents can be sent electronically and securely.
- Based on customer feedback the vendor has demonstrated excellent customer support and a history of reliable equipment.

All vendors received good reports regarding their customer service. We were very fortunate to have received multiple proposals for this RFP. However, it came down to the feedback received from references, our peers, and research conducted based on the equipment proposed.

In addition to the lowest price for suitable equipment, The Toner Exchange scored the highest overall. References consisted of Brunswick County, New Hanover County Schools, and New Hanover Regional Medical Center, all of which provided glowing reviews of their services and equipment. These references reported that, “they were quick to respond, no billing issues, supplies came timely, no complaints, excellent support, and were extremely satisfied overall”. Pender County has used both Konica Minolta and Kyocera copiers for years without any issues. In the past, we have used Sharp copiers and they proved to be problematic. As for LaserJet printers, we have used Kyocera for the last 5 years and have had no issues, nor have had to replace equipment. Reference checks shared the same experiences.

All vendors proposed pricing will save the County a substantial amount of money. The County printing costs have continued to be reduced.

It is the committee’s recommendation, along with management, that the Board of Commissioners award the bid to The Toner Exchange. Based on current volumes, there would be a cost savings to the County of approximately in the amount of \$98,097 over a period of 5 years.

ACTION REQUESTED:

To consider a resolution to authorize a Contract Approval to enter into a Cost Per Copy Management Program Agreement with The Toner Exchange to Manage, Maintain, and

Support Departmental Multi-function Copier and Printers on a Set Rate per Click for Black & White (.01845) and color prints (.034 Simple, .036 Business, .038 Creative) for 60 months.

Cost Per Copy Program - RFP 201009-1008 Score Sheet

Cost Per Copy Pricing	Respondents Name					Current Rates
	CopyPro	Toner Exchange	Systel	Systel - KM	CopyPro Extension	
B/W Pricing	0.02365	0.01845	0.0149	0.0189	0.0187	0.0237
Color Pricing	0.035	.034/.036/.038	0.0395	0.041	0.041	0.0419
Rating Factor	Respondents Name					
	CopyPro	Toner Exchange	Systel- HP	Systel - KM	CopyPro Extension	
	Score	Score	Score	Score	Score	
Proposal Content	26	25	26	26	26	
Price Proposal	7	28	35	14	21	
Suitability	28	27	20	21	26	
Vendor willingness to modify equipment	32	33	24	24	31	
Timeline/Schedule	30	27	29	29	31	
Vendor record	31	27	25	25	30	
Quality of Service	32	32	27	29	32	
Interview(if applicable)						
TOTAL	186	199	186	168	197	

7 Committee Members scored using the following scale. Scores above reflect each Proposal's score out of a possible 245 maximum score.

- | | |
|---|--|
| 0 | Totally unresponsive, does not meet minimum requirements. |
| 1 | Well below average, barely meets minimum requirements. |
| 2 | Slightly below average, meets minimum requirements. |
| 3 | Average, meets minimum requirements, exceeds minimum requirements in some areas. |
| 4 | Above average, exceeds minimum requirements in many or all areas. |
| 5 | Outstanding, far exceeds minimum requirements in most areas. |

REQUEST FOR PROPOSALS



Cost Per Copy Program

RFP # 201009-1008

Date of Issue: October 9, 2020

Deadline for Questions: October 23, 2020

Answers Provided: October 30, 2020

Proposals Due: November 6, 2020 by 5:00 PM (EST)

Issued for:

**Pender County Information Technology Services
805 S. Walker St. #1437
Burgaw, NC 28425
Phone: 910.259.1260**

Issued By:

**Trisha Newton, Purchasing Agent
Pender County Finance
805 S. Walker St. #1578
Burgaw, NC 28425
Phone: 910.259.1281**

NOTICE TO BIDDERS

Sealed proposals, subject to the conditions made a part hereof, will be received at this office (**805 S. Walker Street, Burgaw, NC 28425**) until **5:00 p.m. Eastern Standard Time on Friday, November 6, 2020**, for furnishing and delivering the commodity as described herein.

Bids submitted via facsimile (FAX) machine or Email in response to this Request for Proposals are not acceptable. **Please refer to page 4** for information on submitting your proposal.

EXECUTION

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices proposed for the option, which Pender County will choose. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 147-33-100).

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer must be valid for 120 days from date of bid opening unless otherwise stated here:

_____ days.

Request for Proposals

Comprehensive Multi-Functional Copier/Printing Cost per Copy Program For Pender County Government Burgaw, North Carolina

The purpose of this Request for Proposals (RFP) is to obtain pricing for and selection of a vendor to provide a Cost Per Copy Program for Pender County. The vendor shall provide the County with a multi-function copier and printer solution based on a fixed price per copy countywide.

The County is requesting pricing for a 60 month term covering a mix of black and white (B&W) and color machines. The awarded vendor shall provide additional equipment as needed and update or replace equipment as requested by the County during the term of the contract at the same rate and within the same term as the original contract. All additions must be new and meet the definition of page 8, Section A: Multi-Function Machines: Item 2.

The vendor will propose to the County the latest technology in printers and copiers, model and number of multi-function machine, printer, and print devices needed, per department, based on current inventory/volume. The vendor will be responsible for implementing the correct size machine, delivery, set-up, assembly, check-out, service, providing operator training and the necessary operating manuals. Please see page 21, Appendix A, for the "Current Multi-Function and Printer Inventory List".

The County prefers not to use separate printers and faxes as a multi-function solution. However, there are some locations that will need a designated network printer.

The contract will be awarded to the vendor deemed to have submitted the best overall proposal on the basis of the factors included in the RFP. The County may cancel the RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. The award document will be a contract incorporating by reference all the requirements, items and conditions of the RFP.

I. Procurement Process

A. Timetable:

The County expects to undertake the selection process according to the following schedule. Please note that dates are approximate and are subject to change.

Release of RFP:	Friday, October 9, 2020
Deadline for Vendor Questions:	Friday, October 23, 2020
Answers to Vendor Questions:	Friday, October 30, 2020
RFP Due Date:	Friday, November 6, 2020 at 5:00 PM
Anticipated Award Date:	Monday, December 7, 2020

B. Interpretations and Clarifications:

Questions or clarification of this RFP must be made in writing and addressed to Trisha Newton, Purchasing Agent at the phone number or e-mail address listed below. Please reference the RFP page and topic.

Trisha Newton, Purchasing Agent
Finance Office
Pender County Government
Phone: (910) 259-1281
E-mail: newton@pendercountync.gov

C. Submission of RFP:

One (1) original, and one (1) electronic file on CD media of the proposal shall be submitted by no later than **Friday, November 6, 2020 at 5:00 p.m.** to:

Trisha Newton, Purchasing Agent
Pender County Finance Department
805 S. Walker St. Burgaw, NC 28425

- **Proposals should be clearly marked “RFP #201009-108 for Pender County Cost Per Copy Program”.**
- When received, all proposals and supporting materials, as well as correspondence relating to the RFP, shall become the property of the County. **Proposals sent by fax or email will not be accepted.**
- As allowed under NCGS 143.129.8, proposals will not be made available to inspect or copy until the contract has been awarded.
- In submitting a proposal, it is understood by the vendor that Pender County reserves the right to reject any and all proposals and to waive any irregularities or informalities in proposals when to do so is in the best interest of Pender County.
- Any proposal may be withdrawn or modified by written request of the vendor, provided such request is received by the County at the designated address **prior** to the date and time set for receipt of proposals.
- If a proposal includes any propriety data or information, such data or information must be specifically identified as such **on every page** on which it is found. Data or information so identified will remain confidential to the extent allowed by North Carolina law pursuant to GS 132-1.2 and will be used by Pender County personnel solely for the purposes of evaluating proposals and conducting contract negotiations.

- All proposing firms or individuals shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the proposal. However, Pender County reserves the right to change the conditions, requirements and specifications as it deems necessary.
- No proposals will be accepted from any person or organization that is in arrears for any obligation to Pender County, or that otherwise may be deemed irresponsible or unresponsive by County staff or the Pender County Board of Commissioners.
- All prices quoted must be firm for a period of 120 (one hundred twenty) days following the proposal deadline.
- The cost of preparing a response to the RFP will not be reimbursed by the County.
- All proposals should include all necessary brochures of proposed equipment.
- No agreements with any selected vendor shall be binding until a contract is signed and executed by the County manager and authorized representatives of the vendor.

D. Proposal Content:

Proposals should contain the following information:

- Cover letter presenting the vendor's understanding of the project, a summary of the approach to be undertaken to perform the services, as well as a summary of the costs to provide the services. It should be signed by an individual authorized to execute binding legal documents on behalf of the vendor and include the name, address, telephone number and fax number of the vendor along with the name, title, address, telephone and fax numbers of the executive that has the authority to contract and the company point of contact with the County.
- The vendor shall submit an executive summary, which shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed services. The summary should also highlight aspects of the proposal which make it superior or unique in addressing the needs of the County.
- Vendor shall include information concerning experience with similar cost per copy or multi-function machine projects. In addition, please describe why you feel that your services, from a technical and functional perspective, are the best fit for the County.
- Describe how your organization shall fulfill the County's requirements for a program designed to meet the current and future needs.

- Define each model of machine proposed including:
 - Manufacturer
 - Model
 - Minimum number of impressions per month acceptable to keep machine in place
 - Maximum number of impressions per month for this machine
 - Picture of the proposed device
- Describe how changes to the contract, including machine additions and deletions, would be handled administratively and operationally.
- Identify the page count. What is one “tic”? What is more than one?
- Describe the approach your company will take for training end users on the equipment.
- Describe the approach your company will take to implement the equipment across the County.
- Describe the approach your company will take for supplies replenishment.
- Describe the approach your company will take to resolve service issues with equipment under the contract.
- Describe how your scanning solution will work.
- Describe how your faxing solution will work.
- Describe how your network printing solution will work.
- Describe your tools for managing the devices and how the Local Government Point of Contact and IT personnel could utilize these tools.
- Describe the security features of the products you are proposing in relationship to denying access to the County’s network for each of the functions it performs.
- Describe what your timeline would be, if your organization was awarded the contract to install all multi-function machines and printer, software, drivers, connectors, and setup equipment.

E. Pricing:

The County is requesting a fixed cost per copy price contract for both black & white and for color copies. All supplies, such as staples should be included in the fixed cost per copy price. The cost per copy price doesn't include paper. Paper will be furnished by the County. The vendor may also submit an alternate solution based on the department information spreadsheet.

Requirements:

- Please provide how you arrived at the black & white and color cost per copy per click.
- Upgrades and requested options shall be specifically identified during the first month of the addition to the County invoice.
- No third-party leasing or billing will be acceptable.
- All supplies will be covered by the vendor with the exception of paper.
- All additions later in the contract term will be at the same price, term, and conditions of the original award. All additions must be new and meet the definition of page 8, Section A: Multi-Function Machines: Item 2.
- The vendor must identify in the proposal all occasions when charges are not covered by the contract and present a proposed range of charges.
- The vendor may not increase right the cost per copy rate at any time during the contract. However, the vendor may at any time evaluate the usage and offer a lower rate or lower the rate based on technology standards and advancements.

II. THE SELECTION PROCESS

A. Award of contract:

- Upon review of proposals, the County will select a single vendor to provide the services sought within the content of this RFP. Pursuant to G.S. 143-129.8, the County will award a contract to the vendor that submits the best overall proposal, as determined by the County. Negotiations may be undertaken with the vendor whose proposal is the best overall and whose understanding, qualifications, experience, technical approach, and financial terms show them to be qualified, responsible and capable of providing the services.
- The contract awarded as a result of this RFP will be selected based on the most advantageous to the County and that best meets the needs of Pender County. The contract will not necessarily be awarded to the respondent with the lowest overall cost proposal or lowest overall cost per copy.

B. Selection Criteria:

- Proposals will be evaluated and scored by a committee consisting of information technology personnel and various departmental personnel on the basis of the following criteria, which will be accorded equal weight:
 - o Suitability of proposed items for purpose intended.
 - o Ability of vendor and willingness of vendor to modify equipment and processes as needed based on the County's needs.
 - o Ability of vendor to meet the time schedule of the project. Preference will be given to proposals demonstrating an ability to carry out the tasks and responsibilities outlined in the proposal in a prompt and efficient manner.
 - o Vendor record or performance and integrity. Preference will be given to respondents demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP.
 - o Vendor's service record. Preference will be given to respondents demonstrating the ability to respond to maintenance and service tasks and responsibilities outlined in the proposal in a prompt and efficient manner. Proposals should outline the respondent's specific responsibilities for installation, operation, maintenance and repair of equipment and systems following installation and should demonstrate the ability of the respondent to provide service on both a routine and an emergency basis.
 - o Overall response to the proposal.
- The evaluation committee may conduct interviews with the finalists to clarify information provided in the proposals. Vendors will be notified if an interview is needed with them.
- Following the criteria listed in G.S. 143-129.8 and 143-135.9, the County will make a final selection based on the evaluation committee's recommendation and other factors the County deems to be in its best interest, which factors shall be recorded.

III. SCOPE OF WORK

The County wishes to take advantage of the latest advances in technology for print devices and multi-function machines. The vendor should consider user-friendly functionality, supplies replenishment, and equipment service as critical components of the

RFP. Multi- function machines will be right-sized as deemed appropriate by the County's point of contact and the vendor during the term of the contract.

Any and all enterprise-wide licenses for any and all software, hardware, and connectors required to perform copy, print, scan, and fax functions must be included in your pricing structure so that all County employees can utilize the devices without additional costs. It is expected that all multi-function machines and printers will be connected to the respective networks and that all employees will utilize them. Any software, hardware, or connector's necessary for all employees, approximately 400, to utilize all aspects of the equipment must be included in your proposal.

If your solution requires any additional servers, computer hardware, and/or software it must be included in your proposal and pricing structure and should be clearly identified as additional equipment required for your solution.

Department count volumes given in this RFP are approximate; no minimum number of impressions per machine or for the total contract is implied or guaranteed. Historical volumes are offered to aid in the forecasting of equipment needs and the cost of fulfilling the contract. All vendors desiring to exercise this option should contact Trisha Newton by email at tnewton@pendercountync.gov. Average monthly volume over the past twelve (12) months are provided on Appendix A.

The County will provide electrical service and network wiring for equipment installed at the beginning of the contract. All locations that may need the higher 20 amp outlet must be identified within the RFP response. The appropriate County point of contact must approve, in writing, all new equipment installations requiring any changes to monthly charges for the County. If the County requests a change in equipment requiring changes in electrical outlets, the cost to perform the electrical work of network connection will be the responsibility and expense of the County.

It is essential that the vendor understand the needs of the County departments will change over the contract period. The successful vendor must reflect a plan for moving and changing equipment to meet these changing needs as they occur, without additional cost for the services provided. The County must have the ability to add or delete machines from the contract and modify machine requirements as our internal needs change over time. All additions must be new and meet the definition of page 8, Section A: Multi-Function Machines: Item 2.

The vendor is solely responsible for maintaining and servicing all equipment installed at the County and seeing that all features of the machine are in working order at all times during the term of the contract with the County.

The awarded vendor shall be responsible for replacing the present equipment with minimal disruption to County operations.

A. Multi-Function Machines:

- Proposals that give the County flexibility in changing machine size and requirements easily, and without additional cost during the term of the contract will be given priority.
- All multi-function machines and printers installed at the beginning of the contract must be new machines and all machines are to be current retail models and digital with the latest technology. A “new” machine is defined as newly assembled for first-time use with new components and manufactured within six months of the date of the contract award. No factory-refurbished machines will be accepted. Pender County may request new machines for its departments without limitation on the number or type of proposed machines during the term of the contract at no additional cost. If the manufacturer you are proposing has introduced a new model in any level and has the older model still available as a current product, you must offer the County only the newest model as part of the bid. The County wants the newest available technology. All additions must be new and meet the definition of page 8, Section A: Multi-Function Machines: Item 2.
- All equipment added to the contract after the Effective Date must be approved in advance by way of a written contract amendment prepared by the vendor and signed by the County Manager.
- Additional machines at no cost to the County will be added as needed by the County during the term of the contract.
- The title (ownership) of each multi-function machine and printer will remain with the awarded vendor and never be passed on to Pender County. In addition, Pender County will not be responsible for any taxes other than applicable sales taxes.
- All equipment proposed must have a meter or other device to measure impressions that will be able to be accessed for easy reading. In addition, the user must be able to separate the meter monthly counts by department and B&W and color usage. The equipment console display must signal the user of the need for paper, toner, developer, or of the occurrence of paper jams and/or misfeeds. Controls should also include exposure adjustments for print quality.
- Upon the contract award, it will be the vendor’s responsibility to ensure that the equipment proposed for each location is capable of fitting into the space provided, and the voltage supply and electrical plug are adequate for the machines being proposed. Changes of electrical outlets or the addition of network connections will be coordinated with the County Point of Contact, as needed, at the expense of the County. The vendor will not be required to supply a multi-function machine to any location at which the County does not approve a network connection.

- Due to HIPAA regulations, hard drives must be destroyed using methods that are fully compliant with HIPAA. The provider must sign a contract that states it will follow appropriate procedures to protect the data until it is destroyed and then follow documented processes and procedures for the destruction of the data. Finally, the provider will also provide documented proof of the destruction of the data. Data Security Kits must be installed on all machines.

B. Multi-Function and Printer Supplies:

- All supplies (i.e. staples), maintenance items, and repair parts relating to equipment proposed in this proposal are the sole responsibility of the vendor, with the exception of paper. All parts supplied by the vendor will be Original Equipment Manufacturer (OEM) for the term of the contract, no generic parts will be allowed. The vendor is required to monitor toner levels remotely and provide automatic toner replacement to the department in need without requiring a formal request from the County. The vendor will be responsible for keeping an adequate stock of supplies and repair parts so that no County department has an unreasonable delay in productivity.
- A system such as, FMAudit will be used to automate and monitor meters, status, and service alerts on printers, copiers and MFP's. The vendor is required to install, configure, and manage FMAudit. The vendor will ensure there are no delays or issues caused by the lack of toner and supplies replenishment. FMAudit will be configured by the vendor to ensure they are notified of low toner volume and supplies. It is acceptable for the vendor to supply the County with extra toner and supplies.
- Power cords, surge protectors (if required), network connection cords, and any other required cords or connection devices, must be provided for each unit; multi-function machine and printer by the vendor.

C. Scanning:

- All multi-function machines under the contract will have the ability to scan documents into a minimum of:
 - o TIFF
 - o JPEG
 - o PDF
- Single-pass duplex scanning will be preferable.
- It is expected that all multi-function machines, regardless of model, will have the ability to scan documents at a minimum of 600 x 600 dpi.
- It is expected that all multi-function machines will have the ability to connect to the County's e-mail system user listing via Active Directory and scan to e-mail using any of the file formats listed above.
- It is expected that all multi-function machines will be able to scan to network

file shares.

- Scanning functions should be configurable from the network and all devices should include a software package that allows for device management. The ability to scan in color, even from a monochrome-printing multi-function machine, is preferred.
- The vendor must include any software or hardware needed to complete the proposed scanning services in their proposal as part of the standard pricing program.

D. Faxing:

- The County uses RightFax as an electronic faxing solution. The county requires multi-function machines that can send faxes through analog phone lines, VoIP, or RightFax.
- The County requires all multi-function machines to have the RightFax connector installed and configured to send faxes using the integrated RightFax connector. All connectors must be configured by the vendor to interface with the County's RightFax system.
- All outbound faxing will be provided at no cost to the County. All inbound faxing resulting in a printed impression and any printed fax confirmation page will be an impression for purposes of invoicing under the contract. Each vendor must include any hardware, software, or licensing needed to complete the proposed fax services in their proposal as part of the standard pricing program.
- The multi-function machine must have a secure fax modem, meaning that it cannot be used by unauthorized individuals to gain access to documents or to the county's network. Please document how the multi-function machines in your proposal are protected from this type of intrusion. Also, please document any security risks that may need to be addressed with RightFax connectors and the multi-function machines.

E. Document Management System:

- The County currently uses Laserfiche Document Management System. All multi-function machines must have a connector to interface with Laserfiche.
- The awarded Cost Per Copy Program vendor will be responsible for ensuring all Laserfiche connectors on all multi-function machines are installed and configured properly.

F. Network Printing:

- Each multi-function machine must be able to print documents at a minimum of 600 dpi.

- All network printing to multi-function machines and printers must be invoiced to a specific department by use of account code set up.
- The County is interested in using Active Directory to identify employees for use at all network devices.
- Note in your proposal if a stand-alone print server is required or if the device will function as just another printer on the network. Any required hardware such as a print server or required software must be included in your proposed costs. All Multi-Function machines and printers must have an internal network card.

G. Department Charges:

Each device must support the ability to program access codes for the purpose of distributing monthly costs at the County level. This capability must be available for both copy and print items. The County may consider relaxing this requirement for the smallest model when used only within one department and program. The ability to associate access codes to Active Directory groups or users will be preferable.

H. Paper:

- All multi-function machines and print devices must have the ability to effectively utilize 20 lb. xerographic bond paper and a range of other paper of various weight and finishes, **including recycled paper**, with at least thirty percent (30%) post-consumer fiber.
- Machine levels three and up must have the ability to accommodate card stock at 110 lb. The level one machine must be able to accommodate card stock at 67 lb. or 90 lb.
- No equipment may be proposed which requires special or coated paper.

I. Addition of Multi-Function Machines During Installation:

Every attempt has been made to identify and correctly determine the need of all County departments; however, machines will likely be missed during the preparation of this RFP. The vendor must allow equipment to be added to the contract without any change in the cost-per-impression. Also, some departments may wish to upgrade the equipment they have been assigned in this RFP and must be allowed to do so at no additional cost to the County. No machine upgrades will be allowed to take place without the approval of the County Point of Contact and a written amendment to the contract. All additions must be new and meet the definition of page 8, Section A: Multifunction Machines: Item 2.

J. Multi-Function and Printer Service:

The vendor must devise and clearly explain a procedure for service and maintenance for all machines. Vendor will devise and clearly explain a Service Call System that will benefit the County and work within the vendor's capabilities. The Service Call System must provide the following at a minimum:

- Each County department will notify the vendor directly when an issue arises.

- The IT department will troubleshoot network problems that could affect the multi-function or Laser Jet printers from printing. If no issues are found this information will be reported to the County Department to include with their work order request to the vendor.
- The vendor must have, at a minimum, a service response program that is available from 8:00AM to 5:00PM Monday through Friday. All calls to the vendor and field/service technician placed between 8:00AM to 5:00PM Monday through Friday must be answered immediately by a representative of the vendor.
- The vendor response service program at minimum shall include a phone call within one hour to the requestor who made the service request and a technician on site within two (2) hours from the initial call for service.
- If the service technician cannot repair the machine at the initial service call, a sign must be affixed to the machine giving a date and time the machine will be back in service.
- The vendor must provide Pender County access to a computerized Service Call System (SCS) to track service calls and their status. The County point of contact or designee will access this system, via a website over the internet. The SCS must be able to generate reports for service history by machine. The SCS must be able to report, in hours, how long each machine experienced downtime per call and must be able to give a total number of hours downtime, by machine, per month. The SCS must be capable of reporting problems by machine on a monthly basis. The SCS must be kept up to date at all times during the contract with accurate information about each machine's location, service history, identification number, and machine features.
- The vendor must address how to cover service for departments that have after hour emergencies (i.e. Emergency Management, Emergency Operation Center, ITS, Library, Sheriff's Office, 911 Center, Jail, and Utilities) without any additional charges to the County.
- A Service Technician shall be employed by the vendor with adequate training and available time to service the County's needs. A back-up Service Technician must be in place at all times during the contract, at no additional cost to the County, in case of illness or other reasons the assigned Service Technician is not available to meet the needs of the County.
- The Service Technician must notify the requestor of the service request upon completion of all service requests.

K. Replacement of faulty machines:

- Once a copier or printer has been identified by Pender County as a faulty machine, the machine shall be replaced immediately at the discretion of the

County point of contact with a new multi-function printer, same make and model or a new superior model. All additions or replacement multi-function machines and printers must be new and meet the definition of page 8, Section A: Multi-function Machines: Item 2. A loner multi-function machine or printer must be provided to prevent any downtime.

L. Optional Services to be awarded separately- NOT required to respond to RFP or for award of Pender County's Cost Per Copy contract

- Pender County is seeking a Cloud-Based Fax Solution to replace our current on-premise electronic fax solution (RightFax). If your company offers such a solution, please outline the solution in as much detail possible to include all applicable costs. In addition, faxing to said cloud solution from MFP units, and end-user computers desired.
- Pender County utilizes the Office 365 environment to include OneDrive for Business and SharePoint Online. Pender is seeking a solution that would allow end-users to scan documents from the MFP units to their OneDrive for Business locations and/or SharePoint Online. If your company offers such a solution, please outline the solution in as much detail possible to include all applicable costs.

IV. ADDITIONAL COUNTY REQUIREMENTS

- A.** Vendor shall maintain insurance from companies licensed to write business policies in North Carolina, with an A.M. Best rating of "A" or higher, and acceptable to the County, of the kinds and minimum amounts specified below.

Certificates and Notice of Cancellation. Before commencing work under this contract, vendor shall furnish Pender County with certificates of all insurance required below. Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

"The insurance covered by this certificate will not be cancelled or materially altered, **except after thirty (30) days written notice** has been received by Pender County".

The Certificate of Insurance, naming Pender County as an additional insured on Vendor's Commercial General Liability and Auto Liability Policies, shall be further evidenced by an actual endorsement furnished to the County from the insurer within thirty (30) days of the signing of the contract between the vendor and the County.

- 1. Workers Compensation and Employers Liability Insurance.** Covering all of the vendor's employees to be engaged in the work under this contract, providing the

required statutory benefits under North Carolina Workers Compensation Law, and employers liability insurance providing limits at least in the amount of \$100,000/500,000/100,000 applicable to claims due to bodily injury by accident or disease.

2. Commercial General Liability. Including coverage for independent vendor operations, contractual liability assumed under the provisions of this contract, products/completed, operations liability, and broad form property damage liability insurance coverage. The policy shall provide liability limits at least in the amount of \$1,000,000 per occurrence, combined single limits, applicable to claims due to bodily injury and/or property damage. **Pender County shall be named as an additional insured under this policy.**

3. Automobile Liability Insurance. Covering all owned, non-owned and hired vehicles, providing liability limits, at least in the amount of \$1,000,000 per occurrence combined single limits, applicable to claims due to bodily injury and/or property damage.

B. Indemnify the County:

Vendor agrees to protect, defend, indemnify and hold the County, and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, recoveries, costs, charges, and other expenses or liability of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and or the performance hereof. Vendor further agrees to investigate, handle, respond to, and provide defense for any such claim at his sole expense.

C. Termination of Contract:

The County reserves the right to cancel the contract at any time by giving a thirty (30) day written notice. This is in addition to a fiscal year end cancellation caused by lack of funding. Any cancellation as described herein will not be considered a breach of contract and will not be subject to penalty payments or multi-functional and LaserJet printers removal charges.

Required or Recommended Minimum Device Specifications

Multi-Functional Copier Devices For Pender County, Burgaw,

NC Black/White/Color Multi-Functional Copier/Printer

Original Copy Size:	For all units; 5.5 x 8.5, 8.5 x 11, 8.5 x 14, and 11 x 17.
Types of Originals:	Typed pages, invoices, drawings, ledgers, checks, photocopies, handwritten forms (pencil/ink), magazines, book text, FAX copy, photographs, transparencies
Image:	Zoom feature for reduction/enlargement, lighten/darken
Feeder:	Automatic
Finisher:	See specific copier/printer
Duplex:	All copiers/printers must have automatic feed with duplex two-sided copying ability.
Power:	110 – 120-volt, 220 volts where applicable
Meter Capacity:	Meter operation
Console stand:	Included where applicable

Required Features:

1. All units shall be network capable for print, copy, fax and scan. Scanning options shall not create a click charge. No additional hardware will be required for faxing, scanning, copying or printing.
2. Printer language must be PCL 6 and compatible with Postscript level II and III.
3. All units must have a minimum of 512 MB RAM.
4. Must have Graphical User Interface (GUI) access through the web to allow for monitoring copier functions such as viewing paper supply, toner supply, staples supply, copiers status, and online reading of meters.
5. Must be able to scan images to e-mail, network file share, and FTP.
6. All units should provide standard FAX modem with 33.6 Kbps minimum if requested by departments.
7. All units must meet ISO 15408 Security Standards.

Other Features for consideration:

1. Recommended Network Authentication (based on ADS/LDAP) to control usage and access.
2. Additional storage, if available, must be encrypted and only readable by that device.
3. Secure Print for confidential printing.
4. Some multifunction printers will be connected to an AS/400 and requiring IPDS.
5. Finishers - possible requirements: 10 bin, 20 bin, Stapling, Hole punch, Large capacity paper trays, Convenience stapler, Pamphlet Folder.
6. Wide format plotters.
7. Coin-Op (Library)

Color Multi-Functional Copier/Printer

With the increased demand for full color copying and printing, departments have requested access to color copying. These devices will be used by departments to accommodate their current need for black and white copying, printing, faxing, and scanning as well as for full color output. The County will attempt to centralize devices between departments/divisions. There are a several locations that require a designated color capable copier. The monthly click charge for full color copies and prints will be billed based on the color copy count for that machine. The County must be able to separate the B&W and color count per machine and department code. The black and white click charge must be the same as all other monochrome photocopiers.

Administrative Requirements

- A.** Vendor must provide a single designated account manager to work with Pender County as a point of contact who will have full authority over the contract, equipment and personnel who will be assigned to Pender County. This individual should have experience in the Multi-Function Machine/copier and printer business with a background in service, sales and management.
- B.** Vendor must include a list of any additional personnel, their contact information, and what their role and responsibilities are that will be assigned exclusively to Pender County.
- C.** The vendor must provide one invoice in an Excel spreadsheet or other agreed upon format emailed to the appointed County contact monthly. The invoice terms will be Net 30. The monthly invoice will include all costs associated with the monthly cycle counts from departments. The invoice shall, at minimum, include:
 - Invoice number
 - Bill/Invoice date
 - Department name and location
 - Machine serial number and ID number
 - Machine make/model
 - Current meter reading
 - Previous meter reading
 - B/W volume for month
 - Color volume for month
 - Service copy counts performed by vendor (applied as credit)
 - Total month volume
 - Dollar amount for each machine
 - Total of all machines???
- D.** The vendor will be required to gather monthly or quarterly copy counts for each multi-function machine and printer. An electronic invoice will be submitted on a monthly/quarterly basis, in arrears, for the actual number of copies produced.

Request for Proposals Bid Sheet

Comprehensive Multi-Functional Copier/Printing Cost per Copy
Program For
Pender County, Burgaw, NC

Bid furnished by: _____

Address: _____

Telephone #: _____ Fax #: _____

Tax ID #: _____

I (we) have carefully examined the Bid Information, reviewed the Bid Specifications, and all Addenda and therefore furnish the bid proposal as shown below.

BID PROPOSAL:

Sixty (60) month contract

Price Per Copy Black & White: \$ _____

Price Per Copy Full Color: \$ _____

NOTE: Black & white copies made on color photocopiers will be quoted at the same Price Per Copy rate as the Black & White rate listed above.

Name of Point of Contact dedicated to Pender County:

Name	Phone Number	Email
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Provide names of personnel and their responsibilities who will be dedicated to Pender County:

Name	Responsibility
_____	_____
_____	_____
_____	_____

Provide 3 references for whom you have done business with in the last (3) three years
(preferred consideration for County/City entities):

Name of Contact	Company	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date of Bid Proposal: _____

By: _____
Authorized signature

Printed Name: _____

Title: _____

Address: _____

Phone: _____

Mobile: _____

Fax: _____

E-mail: _____

**Pender County's Cost Per Copy Program
Request for Proposal**

**Appendix A
Current Multi-Function and Printer Inventory List**

Department	Area/Location/Room	Address	City	Device ID	Make	Model number	Current Accessories	Average Volume-Last 12 months	Fax Board/Right Fax
County Manager									
	Back Room	805 S Walker Street	Burgaw	EQU4020	Konica Minolta	Bizhub C554e	F5534 WITH SD511 PLUS RU513 FINISHER/KMBS PK 520 HOLE PUNCH/KMBS PC 410 LCC CABINET - see new # A2XM019	1822	Right Fax Connector
Elections									
	Central MFP	807 Walker Street	Burgaw	EQU3792	Konica Minolta	Bizhub C308	F5534 + RU-513 Finisher/DF-704 Dual Scan ARDF/DK 510 Enhanced Copy Desk	13477	Right Fax Connector
Emergency Management									
	Emergency Operations Center	805 Ridgewood Avenue	Burgaw	EQU4022	Konica Minolta	Bizhub C554e	F5534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	794	Right Fax Connector & Fax Board
	Emergency Operations Center- Planning	805 Ridgewood Avenue	Burgaw	EQU10259	Kyocera	Ecosys M3645SdnXX		0	
	Emergency Operations Center- Finance	805 Ridgewood Avenue	Burgaw	EQU10260	Kyocera	Ecosys M3645SdnXX		0	
	Emergency Operations Center- Operations	805 Ridgewood Avenue	Burgaw	EQU10266	Kyocera	Ecosys M3645SdnXX		16	
	Fire Marshal-Tommy Batson	805 Ridgewood Avenue	Burgaw	EQU4123	Kyocera	FS-2100DN		56	
	Deputy Fire Marshal- Josh Elixson	805 Ridgewood Avenue	Burgaw	EQU4188	Kyocera	FS-2100DN		79	
Extension Services									
	Central MFP	801 S. Walker Street	Burgaw	EQU4001	Konica Minolta	Bizhub C454e	F5534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	703	Right Fax Connector
	Mark Seitz	801 S. Walker Street	Burgaw	EQU4119	Kyocera	FS-2100DN		92	
Facilities & Fleet Services									
	Central MFP	210 S Bennett Street	Burgaw	EQU3787	Konica Minolta	Bizhub C308	F5534 WITH SD511 PLUS RU513 FINISHER/KMBS PK 520 HOLE PUNCH/DF-704 Dual Scan ARDF/KMBS PC 410 LCC CABINET - see new # A2XM019	1380	Right Fax Connector
	Vehicle Maintenance	210 S Bennett Street	Burgaw	EQU8410	Kyocera	FS-2100DN		324	
Finance									
	Finance	805 S Walker Street	Burgaw	EQU3960	Konica Minolta	Bizhub C308	F5534 + RU-513 Finisher/DF-704 Dual Scan ARDF/KMBS PC 410 LCC CABINET - see new # A2XM019	4013	Right Fax Connector
	Left	805 S Walker Street	Burgaw	EQU4117	Kyocera	FS-2100DN	PF-320 500 Sheet Feeder	2067	
	Carol Stewart/Payroll	805 S Walker Street	Burgaw	EQU4142	Kyocera	FS-2100DN		103	
Health									
	Animal Shelter	3280 New Savannah Road	Burgaw	UC1746	Konica Minolta	Bizhub C3350	FK-512 FAX KIT requires MK kit/MK-738 MOUNT KIT	3937	Right Fax Connector & Fax Board
	WIC	803 S Walker Street	Burgaw	EQU3802	Konica Minolta	Bizhub C368	F5534 + RU-513 Finisher/DF-704 Dual Scan ARDF/KMBS PC 410 LCC CABINET - see new # A2XM019	1033	Right Fax Connector
	Medical Records	803 S Walker Street	Burgaw	EQU3963	Konica Minolta	Bizhub C364e	F5534 + RU-513 Finisher/KMBS DF 701 DUAL ARDF/KMBS PC 410 LCC CABINET - see new # A2XM019	2353	Right Fax Connector
	Reception/Billing	803 S Walker Street	Burgaw	EQU3968	Konica Minolta	Bizhub C364e	F5534 + RU-513 Finisher/KMBS DF 701 DUAL ARDF/KMBS PC 410 LCC CABINET - see new # A2XM019	9546	Right Fax Connector
	Marjory Cooper	803 S Walker Street	Burgaw	EQU3969	Konica Minolta	Bizhub C364e	F5534 + RU-513 Finisher/KMBS DF 701 DUAL ARDF/KMBS PC 410 LCC CABINET - see new # A2XM019	1788	Right Fax Connector
	Eligibility	803 S Walker Street	Burgaw	EQU3979	Konica Minolta	Bizhub 4750	FS-P02 Finisher	643	Right Fax Connector
	Lab	803 S Walker Street	Burgaw	EQU3980	Konica Minolta	Bizhub 4750	FS-P02 Finisher/PF-P12 Cassette	1906	Right Fax Connector
	Immunization	803 S Walker Street	Burgaw	EQU3981	Konica Minolta	Bizhub 4750	FS-P02 Finisher	169	Right Fax Connector
	Nurse's Area	803 S Walker Street	Burgaw	EQU3991	Konica Minolta	BizhubC3350	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	1503	Right Fax Connector
	Dental	803 S Walker Street	Burgaw	EQU3995	Konica Minolta	BizhubC3350	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	1933	Right Fax Connector
	Child Health	803 S Walker Street	Burgaw	EQU3996	Konica Minolta	BizhubC3350	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	2034	Right Fax Connector
	Environmental Health	803 S Walker Street	Burgaw	EQU4003	Konica Minolta	Bizhub C454e	F5534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	2539	Right Fax Connector
	Admin	803 S Walker Street	Burgaw	EQU4019	Konica Minolta	Bizhub C554e	F5534 WITH SD511 PLUS RU513 FINISHER/KMBS PK 520 HOLE PUNCH/KMBS PC 410 LCC CABINET - see new # A2XM019	2185	Right Fax Connector
	S.Steele/Hallway	803 S Walker Street	Burgaw	EQU4023	Konica Minolta	Bizhub C554e	F5534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	7111	Right Fax Connector
	Health Promotions	803 S Walker Street	Burgaw	UC1709	Konica Minolta	Bizhub C3350	DK-P03 Copy Desk/MK-738 MOUNT KIT/FK-512 FAX KIT requires MK kit	1978	Right Fax Connector
	Environmental Health	15060 US Hwy 17	Hampstead	EQU3957	Konica Minolta	Bizhub C368	DF-704 Dual Scan ARDF/F5534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	1525	Right Fax Connector

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**Pender County's Cost Per Copy Program
Request for Proposal**

**Appendix A
Current Multi-Function and Printer Inventory List**

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Environmental Health B/W	15060 US Hwy 17	Hampstead	EQU3966	Konica Minolta	Bizhub C364e	F5534 + RU-513 Finisher/DF-701 Dual Scan ARDF/DK 510 Enhanced Copy Desk	304	Right Fax Connector
Hampstead Annex Lab	15060 US Hwy 17	Hampstead	EQU3986	Konica Minolta	Bizhub C3850	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	373	Right Fax Connector
Dental	803 S Walker Street	Burgaw	EQU4120	Kyocera	FS-2100DN		352	
Jennifer Walker	803 S Walker Street	Burgaw	EQU4127	Kyocera	FS-2100DN		326	
Billing	803 S Walker Street	Burgaw	EQU4129	Kyocera	FS-2100DN		1352	
Marti Smith	803 S Walker Street	Burgaw	EQU4158	Kyocera	FS-2100DN		179	
Environmental Health	803 S Walker Street	Burgaw	EQU4161	Kyocera	FS-2100DN		0	
Health Director	803 S Walker Street	Burgaw	EQU4162	Kyocera	FS-2100DN		365	
Ashley Batts	803 S Walker Street	Burgaw	EQU4179	Kyocera	FS-2100DN		507	
Savannah Hubach	803 S Walker Street	Burgaw	EQU4191	Kyocera	FS-2100DN		408	
Donna Ramos	803 S Walker Street	Burgaw	EQU4202	Kyocera	P6035cdn		28	
WIC-Clerk's Office	803 S Walker Street	Burgaw	EQU6308	Kyocera	FS-2100DN		0	
WIC-Claudette's Office	803 S Walker Street	Burgaw	EQU6314	Kyocera	FS-2100DN		611	
WIC-Kimberly's Office	803 S Walker Street	Burgaw	EQU6317	Kyocera	FS-2100DN		443	
WIC Summary	15060 US Hwy 17	Hampstead	EQU4139		FS-2100DN		550	
Housing								
Central MFP	805 S Walker Street	Burgaw	EQU4000	Konica Minolta	Bizhub C3850F5	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	2202	Right Fax Connector
Human Resources								
Public Hallway	801 S Walker Street	Burgaw	EQU3970	Konica Minolta	Bizhub C368	F5534 + RU-513 Finisher/DF-704 Dual Scan ARDF/DK 510 Enhanced Copy Desk	1674	Right Fax Connector
HR Office Hallway	801 S Walker Street	Burgaw	EQU3973	Konica Minolta	Bizhub C368	F5534 + RU-513 Finisher/DF-704 Dual Scan ARDF/DK 510 Enhanced Copy Desk	342	Right Fax Connector
Library								
Coin Ops	103 S Cowan Street	Burgaw	EQU3951	Konica Minolta	Bizhub 284e	JAMEX COIN BOX/KMBS DF 624 ARDF/DK 510 Enhanced Copy Desk/JAMEX 57 BASE STAND FOR COIN BOX	1071	Right Fax Connector
Staff MFP	103 S Cowan Street	Burgaw	EQU3961	Konica Minolta	Bizhub C368	F5534 + RU-513 Finisher/DF-704 Dual Scan ARDF/DK 510 Enhanced Copy Desk	1597	Right Fax Connector
Heritage House Coin Ops	108 S Cowan Street	Burgaw	EQU3952	Konica Minolta	Bizhub 284e	JAMEX COIN BOX/KMBS DF 624 ARDF/DK 510 Enhanced Copy Desk/JAMEX 57 BASE STAND FOR COIN BOX	429	Right Fax Connector
Coin Ops	75 Library Drive	Hampstead	EQU3950	Konica Minolta	Bizhub 284e	JAMEX COIN BOX/KMBS DF 624 ARDF/DK 510 Enhanced Copy Desk/JAMEX 57 BASE STAND FOR COIN BOX	348	Right Fax Connector
Staff MFP	75 Library Drive	Hampstead	EQU3985	Konica Minolta	Bizhub C3850F5	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	823	Right Fax Connector
Heritage House	103 S Cowan Street	Burgaw	EQU4132	Kyocera	FS-2100DN		45	
Public	103 S Cowan Street	Burgaw	EQU4203	Kyocera	P6035cdn	PF-510 500 Sheet Mult Purpose Feeder	2803	
Hampstead Library	75 Library Drive	Hampstead	EQU4197	Kyocera	P6035cdn		855	
Parks & Rec								
Shooting Range	8718 Shaw Highway	Rocky Point	EQU4825	Konica Minolta	Bizhub C258	DF-704 Dual Scan ARDF/KMBS PC 210 PAPER CABINET	0	Right Fax Connector
Planning & Community Development								
Central Permitting	15060 US Hwy 17	Hampstead	EQU3967	Konica Minolta	Bizhub 364e	F5534 + RU-513 Finisher/KMBS DF 624 ARDF/DK 510 Enhanced Copy Desk	549	Right Fax Connector
Central MFP	15060 US Hwy 17	Hampstead	EQU3974	Konica Minolta	Bizhub C368	F5534 + RU-513 Finisher/DF-704 Dual Scan ARDF/DK 510 Enhanced Copy Desk	705	Right Fax Connector
Planning Conference Room	805 S Walker Street	Burgaw	EQU3972	Konica Minolta	Bizhub C368	F5534 + RU-513 Finisher/DF-704 Dual Scan ARDF/KMBS PC 210 PAPER CABINET	1114	Right Fax Connector
Inspections	805 S Walker Street	Burgaw	EQU3971	Konica Minolta	Bizhub C368	F5534 WITH SD511 PLUS RU513 FINISHER/KMBS PK 520 HOLE PUNCH/DF-704 Dual Scan ARDF/KMBS PC 410 LCC CABINET - see new # A2XM019	2069	Right Fax Connector
Register of Deeds								
ROD Office	300 E Fremont Street	Burgaw	EQU3958	Konica Minolta	Bizhub C368	F5534 + RU-513 Finisher/DF-704 Dual Scan ARDF/DK 510 Enhanced Copy Desk	2737	Right Fax Connector
Vital Records	301 E Fremont Street	Burgaw	EQU3965	Konica Minolta	Bizhub C554e	F5534 + RU-513 Finisher/DK 510 Enhanced Copy Desk/KMBS DF 701 DUAL ARDF	679	Right Fax Connector
PUBLIC 4	302 E Fremont Street	Burgaw	EQU4116	Kyocera	FS-2100DN		0	
PUBLIC 2	303 E Fremont Street	Burgaw	EQU4136	Kyocera	FS-2100DN		155	
PUBLIC 1	305 E Fremont Street	Burgaw	EQU4149	Kyocera	FS-2100DN		0	
Shella Green	306 E Fremont Street	Burgaw	EQU4157	Kyocera	FS-2100DN		611	
Donna Kinto	307 E Fremont Street	Burgaw	EQU4160	Kyocera	FS-2100DN		478	
PUBLIC 3	308 E Fremont Street	Burgaw	EQU4181	Kyocera	FS-2100DN		6	
Brenda Treto	309 E Fremont Street	Burgaw	EQU4185	Kyocera	FS-2100DN		0	
Lori Kennedy	310 E Fremont Street	Burgaw	EQU4187	Kyocera	FS-2100DN		368	
Donna Barton	311 E Fremont Street	Burgaw	EQU4190	Kyocera	FS-2100DN		401	
Terri Creswell	312 E Fremont Street	Burgaw	EQU7137	Kyocera	M3040idn		194	

**Pender County's Cost Per Copy Program
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**Appendix A
Current Multi-Function and Printer Inventory List**

Sheriff's Office							
	101 Vitamin Drive	Wilmington	EQU3994	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	559 Right Fax Connector & Fax Board
	104 N Walker Street	Burgaw	EQU7427	Konica Minolta	Bizhub C368	F5533 Finisher/FK - 514 Fax Kit/DF-704 Dual Scan ARDF/DK 510 Enhanced Copy Desk	6361 Right Fax Connector & Fax Board
Jail Admin	104 N Walker Street	Burgaw	EQU3988	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	1805 Right Fax Connector & Fax Board
Det Hall	605 E Fremont Street	Burgaw	EQU3953	Konica Minolta	Bizhub C308	F5534 + RU-513 Finisher/FK - 514 Fax Kit/DF-704 Dual Scan ARDF/DK 510 Enhanced Copy Desk	3441 Right Fax Connector & Fax Board
Dispatch	605 E Fremont Street	Burgaw	EQU3959	Konica Minolta	Bizhub C308	F5534 + RU-513 Finisher/FK - 514 Fax Kit/DF-704 Dual Scan ARDF/DK 510 Enhanced Copy Desk	3276 Right Fax Connector & Fax Board
Admin-Main Hall	605 E Fremont Street	Burgaw	EQU4005	Konica Minolta	BIZHUB C454E	F5534 + RU-513 Finisher/KMBS FAX KIT FK511/KMBS PC 410 LCC CABINET - see new # A2XM019	4575 Right Fax Connector & Fax Board
Records	605 E Fremont Street	Burgaw	EQU4355	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	7050 Right Fax Connector & Fax Board
IT	605 E Fremont Street	Burgaw	EQU8607	Konica Minolta	Bizhub C3350	DK-P03 Copy Desk/MK-738 MOUNT KIT	12 Right Fax Connector & Fax Board
EOC Dispatch	805 Ridgewood Avenue	Burgaw	EQU4356	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	5 Right Fax Connector & Fax Board
SHERIFF DEPT--Hampstead Annex		Hampstead	EQU4354	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	966 Right Fax Connector & Fax Board
Courthouse	100 S. Wright Street	Burgaw	EQU7472	Kyocera	M3040idn		0
Jeannie Coleman	605 E Fremont Street	Burgaw	EQU4180	Kyocera	FS-2100DN		337
LEC	605 E Fremont Street	Burgaw	EQU4276	Kyocera	FS-2100DN		0
Jail Kitchen	104 N Walker Street	Burgaw	EQU5687	Kyocera	P2135DN		43
Civil Office	605 E Fremont Street	Burgaw	EQU10264	Kyocera	Ecosys M3645idnKX		321
Jail	605 E Fremont Street	Burgaw	EQU5059	Kyocera	M6535CIDN		868
Front Desk	605 E Fremont Street	Burgaw	EQU5075	Kyocera	M3540DN		1924
Captain Billy Sanders	605 E Fremont Street	Burgaw	EQU5433	Kyocera	FS-2100DN		53
911-Jackie	605 E Fremont Street	Burgaw	EQU5688	Kyocera	P2135DN		163
911-Sharon	605 E Fremont Street	Burgaw	EQU5690	Kyocera	P2135DN		40
Major Collier	605 E Fremont Street	Burgaw	EQU9473	Kyocera	P2040DW		118
Soil & Water							
	Priscilla Pierce	15060 US Hwy 17	Burgaw	EQU10288	Kyocera	M6035cidn	145
Social Services							
Child Support Enforcement	305 S Walker Street	Burgaw	EQU4010	Konica Minolta	Bizhub C454e	F5534 + RU-513 Finisher/DK 510 Enhanced Copy Desk	3492 Right Fax Connector
East Wing South Hall MFP	810 S Walker Street	Burgaw	EQU4002	Konica Minolta	Bizhub C454e	F5534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	11224 Right Fax Connector
West Wing North Hall MFP	810 S Walker Street	Burgaw	EQU4008	Konica Minolta	Bizhub C454e	F5534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	6372 Right Fax Connector
West Wing Rm 108 MFP (E Gainey/A Gurganious office)	810 S Walker Street	Burgaw	EQU4009	Konica Minolta	Bizhub C454e	F5534 + RU-513 Finisher/DK 510 Enhanced Copy Desk	11254 Right Fax Connector
East Wing North Hall MFP	810 S Walker Street	Burgaw	EQU4011	Konica Minolta	Bizhub C454e	F5534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	2852 Right Fax Connector
East Wing North Hall 1 MFP	810 S Walker Street	Burgaw	EQU4012	Konica Minolta	Bizhub C454e	F5534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	11044 Right Fax Connector
East Wing North Hall 2 MFP(between bathrooms)	810 S Walker Street	Burgaw	EQU4013	Konica Minolta	Bizhub C454e	F5534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	3815 Right Fax Connector
West Wing North Hall 2 MFP (by bathrooms & mail station)	810 S Walker Street	Burgaw	EQU4014	Konica Minolta	Bizhub C454e	F5534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	5984 Right Fax Connector
West Wing MFP	810 S Walker Street	Burgaw	EQU4015	Konica Minolta	Bizhub C454e	F5534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	2208 Right Fax Connector
Day Care MFP-Back Trailer	810 S Walker Street	Burgaw	EQU4016	Konica Minolta	Bizhub C454e	F5534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	491 Right Fax Connector
West Wing North Hall 3 MFP	810 S Walker Street	Burgaw	EQU4017	Konica Minolta	Bizhub C454e	F5534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	2675 Right Fax Connector
Front Desk	810 S Walker Street	Burgaw	EQU4018	Konica Minolta	Bizhub C454e	F5534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	13906 Right Fax Connector
MAIN ENTRANCE / LEFT TURN AT DOUBLE DOORS / HALL	810 S Walker Street	Burgaw	EQU9389	Konica Minolta	Bizhub C3851FS	DK-P03 Copy Desk	4375 Right Fax Connector
Hampstead Annex MFP	15060 US Hwy 17	Hampstead	EQU3386	Konica Minolta	Bizhub 4750		602 Right Fax Connector
Hampstead Annex MFP	15060 US Hwy 17	Hampstead	EQU3978	Konica Minolta	Bizhub 4750	FS-P02 Finisher	304 Right Fax Connector
CSE STATE Printer	305 S Walker Street	Burgaw	EQU4138	Kyocera	FS-2100DN		714
CSE STATE Printer	305 S Walker Street	Burgaw	EQU4167	Kyocera	FS-2100DN		2851
Dorothy Beatty	810 S Walker Street	Burgaw	EQU4690	Kyocera	FS-2100DN		2022
Kelli Anderson	810 S Walker Street	Burgaw	EQU4122	Kyocera	FS-2100DN		1595
Pamela Henry-Smith	810 S Walker Street	Burgaw	EQU4124	Kyocera	FS-2100DN		1150
Tammy Hatcher	810 S Walker Street	Burgaw	EQU4125	Kyocera	FS-2100DN		1100
Bert Wilson	810 S Walker Street	Burgaw	EQU4126	Kyocera	FS-2100DN		0
Celia Pigford	810 S Walker Street	Burgaw	EQU4128	Kyocera	FS-2100DN		908
W3	810 S Walker Street	Burgaw	EQU4130	Kyocera	FS-2100DN		1250
Melony Malone	810 S Walker Street	Burgaw	EQU4133	Kyocera	FS-2100DN		0
Patricia Walker	810 S Walker Street	Burgaw	EQU4143	Kyocera	FS-2100DN		163
DSS Director	810 S Walker Street	Burgaw	EQU4144	Kyocera	FS-2100DN		486
Samantha Nixon	810 S Walker Street	Burgaw	EQU4145	Kyocera	FS-2100DN		23
Sherry Horrell	810 S Walker Street	Burgaw	EQU4146	Kyocera	FS-2100DN		2886
Amanda Graham	810 S Walker Street	Burgaw	EQU4147	Kyocera	FS-2100DN		68
Cathy Ingram	810 S Walker Street	Burgaw	EQU4148	Kyocera	FS-2100DN		831
Food & Nutrition	810 S Walker Street	Burgaw	EQU4150	Kyocera	FS-2100DN		0

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**Pender County's Cost Per Copy Program
Request for Proposal**

**Appendix A
Current Multi-Function and Printer Inventory List**

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Stephanie Summerland	810 S Walker Street	Burgaw	EQU4163	Kyocera	FS-2100DN		343	
Melinda Bradshaw	810 S Walker Street	Burgaw	EQU4164	Kyocera	FS-2100DN		570	
Nicole Maund	810 S Walker Street	Burgaw	EQU4165	Kyocera	FS-2100DN		889	
Aimee Watson-Green	810 S Walker Street	Burgaw	EQU4166	Kyocera	FS-2100DN		681	
Kristin Dombroski	810 S Walker Street	Burgaw	EQU4168	Kyocera	FS-2100DN		535	
Tonya Hooks	810 S Walker Street	Burgaw	EQU4169	Kyocera	FS-2100DN		772	
Adult Medicaid Supervisor	810 S Walker Street	Burgaw	EQU4170	Kyocera	FS-2100DN		1050	
Keisha Hooks	810 S Walker Street	Burgaw	EQU4182	Kyocera	FS-2100DN		153	
Leonora Corbett	810 S Walker Street	Burgaw	EQU4196	Kyocera	FS-2100DN		342	
Angelo Garcia	810 S Walker Street	Burgaw	EQU8611	Kyocera	ECOSYS P2040DW		379	
Aimee Watson-Green	810 S Walker Street	Burgaw	EQU8699	Kyocera	FS-2100DN		157	
Tax								
Main Tax Office	300 E Fremont Street	Burgaw	EQU3954	Konica Minolta	Bizhub C308		2237	Right Fax Connector
Appraiser	300 E Fremont Street	Burgaw	EQU3993	Konica Minolta	Bizhub 368		205	Right Fax Connector
tax collections BAST FRONT DOOR BEHIND COUNTERBoards	300 E Fremont Street	Burgaw	EQU3987	Konica Minolta	Bizhub C3850FS		1565	Right Fax Connector
TaxLaser2	300 E Fremont Street	Burgaw	EQU4121	Kyocera	FS-2100DN		377	
Marie Jackson	300 E Fremont Street	Burgaw	EQU4134	Kyocera	FS-2100DN		259	
TaxLaser1	300 E Fremont Street	Burgaw	EQU4189	Kyocera	FS-2100DN		893	
Sarah Pridgen	300 E Fremont Street	Burgaw	EQU4131	Kyocera	FS-2100DN		602	
TC-1	300 E Fremont Street	Burgaw	EQU4151	Kyocera	FS-2100DN		513	
Takia McIntire	300 E Fremont Street	Burgaw	EQU4152	Kyocera	FS-2100DN		368	
Tereca Crenshaw	300 E Fremont Street	Burgaw	EQU4153	Kyocera	FS-2100DN		430	
TC-2	300 E Fremont Street	Burgaw	EQU4154	Kyocera	FS-2100DN		312	
Back Room	300 E Fremont Street	Burgaw	EQU4172	Kyocera	FS-2100DN		11	
Kayla Southerland	300 E Fremont Street	Burgaw	EQU4173	Kyocera	FS-2100DN		0	
Sarah Pridgen	300 E Fremont Street	Burgaw	EQU4174	Kyocera	FS-2100DN		668	
Jo Woods	300 E Fremont Street	Burgaw	EQU4192	Kyocera	FS-2100DN		176	
Tourism								
Central MFP	106 E Wilmington Street	Burgaw	EQU4021	Konica Minolta	Bizhub C454e	FS534 WITH SD511 PLUS RU513 FINISHER/KMBS PK 520 HOLE PUNCH/KMBS PC 410 LCC CABINET - see new # AZXM019	604	Right Fax Connector
Tammy Proctor	106 E Wilmington Street	Burgaw	EQU7537	Kyocera	FS-2100DN		19	
Utilities								
WasteWater Treatment Plant	469 Quality Way	Wilmington	EQU6350	Konica Minolta	Bizhub 4750		263	Right Fax Connector
Clerks	605 E Fremont Street	Burgaw	EQU3977	Konica Minolta	Bizhub 4750	FS-P02 Finisher/PF-P12 Cassette	5938	Right Fax Connector
Public Utilities Office	605 E Fremont Street	Burgaw	EQU4004	Konica Minolta	Bizhub C454e	FS534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # AZXM019	4422	Right Fax Connector
Water Treatment Plant	289 Quality Way	Wilmington	EQU3998	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	781	Right Fax Connector
Hampstead Annex Receptionist	15060 US Hwy 17	Hampstead	EQU3999	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	1602	Right Fax Connector
Clerk's Office	605 E Fremont Street	Burgaw	EQU4140	Kyocera	FS-2100DN	PF-320 500 Sheet Feeder	1358	
Veteran Affairs								
Roy's Office	805 S Walker Street	Burgaw	EQU3997	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	333	Right Fax Connector
Hampstead Annex	15060 US Hwy 17	Hampstead	EQU3990	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	681	Right Fax Connector
Total Devices Requesting		164						



RFP: Cost Per Copy Program

201009-108

ADDENDUM 1 - Questions and Answers

October 30, 2020

NOTICE: The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

QUESTIONS AND ANSWERS

Q1. When are you trying to install the new equipment???

A1. February 2021

Q2. I am inquiring about exercising our option to view the historical copy and print volumes of the County. How do you recommend we accomplish that?

A2. Just a reminder that Appendix A shows the average volume of the past 12 months. Attached (Appendix B) is the historical volumes from our current contract starting from May 2016 through September 2020.

Q3. Section III: Scope of Work: Pg. 9: Could you please provide the total B&W and Color volumes for the County for Jan –Dec of 2019 and 2018.

A3. See Appendix B issued at the time of this Addendum.

Q4. Section III: Scope of Work: Pg. 10: Can you please provide the total number of net new additional units that were added over the previous 5-year contract period?

A4. 18 New Devices: 10 B/W Printers; 1 Color Printer; 5 Desktop MFP's; 2 Standard MFP's

Q5. Appendix A: It appears as though during your last contract period there was a significant number of B&W copiers that were replaced with color copiers. For example, your 2015 RFP required mostly B&W copiers in DSS....they are mostly color now. When were these copiers replaced, why were these replaced and did the County pay additional funds outside the contracted CPC for these replacements?

A5. DSS has only 2 MFP's that print color. No replacements. At no time has the County paid additional fees beyond the cost per copy.

Q6. Section III: Scope of Work: A. Multi-Function Machines: Pg. 10: How are you confirming the following requirement?

Q6A. If the manufacturer you are proposing has introduced a new model in any level and has the older model still available as a current product, you must offer the County only the newest model as part of the bid.

A6A. If the current model is still available and will not be End-of Life (EoL) or End-of-Support (EoS) during the duration of the contract, then yes, a new "current" model may be used. If the current model is EoL/EoS during the duration of the contract, then a newer model must be provided.

Q6B. Will the current vendor be allowed to leave any existing equipment as part of their response to this RFP?

A6B. No. All equipment must be new.

Q6C. Does the County have any expansions or new buildings that are in the planning stages right now?

A6C. Yes, but we do not expect that it will have any impact on our cost per copy contract.

Q7. Section III: Scope of Work: D. Faxing: Pg. 12: What version of RightFax does the County currently use?

A7. RightFax version 10.6. On October 26th Right Fax will be upgraded to version 11.2.

Q8. Section III: Scope of Work: E. Document Management System: Pg. 12: What version of Laserfiche does the County currently use?

A8. Laserfiche version 10.3.

Q9. Section III: Scope of Work: E. Document Management System: Pg. 12: Does the County have a license for the Laserfiche Import Agent? If yes, which version is deployed?

A9. Yes, the County has a current Laserfiche Import Agent license. Current version is 10.3.

Q10A. Anticipated Date of award is December 7th, 2020 – The last RFP was awarded in February 2016 with a start (install) date April 2016. That was a 60-month contract term which would put the contract ending March 2021. When will the new Contract begin?

A10A. Contract to be awarded in December. Equipment installation, service and billing to begin in February 2021.

Q10B. What is the expected install date?

A10B. Install date – February 2021

After the contract is awarded, we will meet with selected Vendor to plan an implantation schedule to be completed no later than March 2021. We expect the Vendor to be prepared knowledge of potential delivery dates of equipment.

Q11. Surge Protectors: Page 11 Item C indicates Surge Protectors (if required); Is this a requirement by Pender County on any of the devices?

A11. Yes, on all devices (MFPs and printers).

Q12. Will you provide annual volume information over the term of the contract currently in place?

A12. Yes, See Appendix B.

Q13A. Cloud Fax: Page 15 Item L - How many Fax Numbers will be ported over to the Cloud Fax Server?

A13A. 33 currently being used by RightFax

Q13B. What kind of access cards do Pender County Employees carry? Are they magnetic swipe cards, HiD, etc.

A13B. HiD/RFID card

Q14. Can you please provide volumes broken out Color vs. Black and White?

A14. See Appendix B.

Q15. If we are unable to provide connectors for Right Fax, would you consider an alternate solution?

A15. No

Q16. If we are unable to provide the connectors for Laserfiche, would you consider an alternate solution?

A16. No

PLEASE SEE APPENDIX B issued October 30, 2020 for HISTORICAL VOLUME in pdf version.
Visit www.pendercountync.gov for an Excel file.

Addendum 2 is being issued to address questions from interested parties. Appendix B is being issued at the same time with historical volumes.

– END –

Equipment ID #	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	
EQU3991 - Color	1828	1284	658	1258	769	1123	851	648	1222	2739	302	1468	761	2348	1133	3615	1467	1638	424	551	474	634	773	284	897	705	491	690	
EQU3992 - B/W	1867	961	1313	1033	1962	576	779	421	285	140	382	298	419	1092	525	1079	1934	418	622	1189	1320	1360	767	0	306	776	1164	1199	
EQU3992 - Color	395	241	271	281	557	176	299	148	204	160	181	138	393	499	106	577	1042	314	402	365	396	465	396	2	374	364	484	530	
EQU3993 - B/W	94	118	74	32	146	131	184	80	85	44	42	174	86	488	82	58	269	39	276	40	2	17	20	11	2	3	242		
EQU3993 - Color	182	184	160	100	160	180	789	621	506	459	278	99	147	236	317	326	579	537	563	291	177	92	70	60	28	26	25	126	
EQU3994 - B/W	6233	6904	8392	10057	9254	10884	7566	10128	8945	9037	8961	8453	8505	9279	7694	11256	6962	7822	10689	9089	8998	6260	6163	7751	4888	1654			
EQU3994 - Color	6169	1665	21	17	16	25	47	52	28	11	52	9	22	10	48	47	5	64	31	28	21	19	4	65	2	0			
EQU3995 - B/W	3001	3946	3657	1548	2675	1234	4890	340	1913	1901	2518	2410	1865	2525	1986	2493	2528	1978	3105	1410	3870	1749	2578	2175	2255	2064	1850	2952	
EQU3995 - Color	827	797	1232	447	2126	635	1246	90	521	1214	1157	912	946	1560	1088	3181	492	449	769	420	1168	625	924	943	701	918	1275	1392	
EQU3996 - B/W	3995	2040	1311	2013	2360	2195	1246	1432	1881	1686	1435	1507	1424	1884	1993	2125	2712	1855	2471	1375	1658	1689	1964	1434	1823	1868	2479	1768	
EQU3996 - Color	1279	1167	952	1279	1075	737	631	952	965	893	1954	752	959	1706	1376	1177	1544	1360	957	808	963	1028	934	790	940	1018	1667	1478	
EQU3997 - B/W	231	66	70	55	42	82	48	32	43	47	221	23	56	43	27	80	49	57	48	40	40	48	60	41	42	112	46	197	
EQU3997 - Color	46	28	15	0	5	5	0	0	0	4	3	23	2	22	16	4	32	16	6	1	27	72	24	61	3	43	12	101	17
EQU3998 - B/W	619	362	448	512	399	386	160	643	712	549	1428	641	474	485	611	534	460	340	715	153	427	592	268	196	825	421	288	486	
EQU3998 - Color	998	675	519	400	258	285	73	986	404	418	453	398	605	507	252	416	311	329	1275	191	170	242	253	114	227	295	267	304	
EQU3999 - B/W	636	351	219	627	1278	1974	2029	2225	2477	2444	1752	1563	2019	2326	2169	2260	1954	1951	2134	1455	2185	2130	1968	2062	2190	1834	2214	2139	
EQU3999 - Color	108	35	20	38	44	168	38	69	166	126	173	79	32	30	95	81	121	142	203	88	172	175	210	187	149	159	138	163	
EQU4000 - B/W	6832	4086	3796	4008	3766	3171	3287	3553	4596	3631	4378	3338	3494	3736	3365	3626	4014	4396	3260	2786	2885	3354	4522	4002	5577	4376	2949	4539	
EQU4000 - Color	421	16	219	6	6	36	16	6	15	248	107	26	12	429	186	175	25	248	31	37	21	8	13	18	442	38	16	31	
EQU4001 - B/W	5864	1744	2754	13579	11530	2884	877	1336	4544	5400	10101	11595	16487	992	672	2575	14151	2711	3102	1579	4123	4563	5149	5541	2980	1220	620	786	
EQU4001 - Color	1178	172	544	929	2007	549	586	421	648	321	1105	222	454	1694	1891	482	738	763	1128	200	597	263	797	2420	426	1038	263	363	
EQU4002 - B/W	18828	14968	15967	13260	19346	11120	15338	17025	17784	16187	15754	13618	14814	15924	11176	15935	14841	19233	19400	16020	21165	17943	15325	12411	15414	14498	16760	16253	
EQU4002 - Color	4833	4883	4506	11748	6359	9652	6096	8257	5369	6878	5276	3823	5235	4253	5439	3788	3601	4874	4598	2417	3987	3533	4133	2912	4022	4555	4083	4548	
EQU4003 - B/W	4248	3417	3210	3399	2839	3243	1939	2187	2754	3312	3559	4527	637	3349	2305	2687	4971	3068	2768	3213	2877	3523	3936	3295	3588	2821	2875	3861	
EQU4003 - Color	1531	1522	1686	1376	1138	2482	1044	1349	1205	1473	1437	1377	378	1964	1688	998	565	567	728	485	551	1015	5638	846	1116	1082	895	2737	
EQU4004 - B/W	1039	1033	781	867	1501	1127	724	963	1182	1579	1252	1160	1498	2160	686	1921	1717	1241	1553	936	868	1815	3236	1649	1436	1716	1328	1218	
EQU4004 - Color	568	774	913	623	722	559	544	664	690	653	929	706	1117	1274	882	1146	1257	1109	1199	822	606	1801	1681	992	1218	1210	1252	1218	
EQU4005 - B/W	4044	5894	2756	3204	5401	2960	2772	3461	3619	2616	4618	2407	2818	3402	2678	4080	4344	3775	3543	2403	3101	3368	3733	3188	3314	2452	2506	3066	
EQU4005 - Color	1272	1369	1129	1143	1058	816	973	1241	1259	539	1233	950	1057	1308	1539	1362	1289	1199	1591	1031	1736	1260	1294	1606	2854	1294	1010	1803	
EQU4008 - B/W	9702	7291	8304	7954	8394	6241	7285	10395	9678	5238	6807	7332	8330	9027	7516	6862	7556	9945	6596	7862	6380	8802	10467	9489	10591	8463	8749	8675	
EQU4009	6715	4298	3641	4889	5464	5309	5113	5073	5383	4709	5951	5743	5834	6871	5111	7123	6399	8054	7632	3317	4533	7021	7942	7467	6509	10615	7449	9518	
EQU4010	9090	6951	6992	7286	8236	6401	7055	6681	7396	6221	8295	6093	7371	7945	6228	4288	12170	8846	6074	6762	7867	7737	7081	6298	8280	7078	6757	7545	
EQU4011	8448	10025	10017	8947	8836	8247	9311	8185	8729	8243	9227	8385	10706	10657	9321	9124	11894	10408	9831	7191	7344	8813	7446	8495	7660	8622	7836	6652	
EQU4012	17757	11982	11113	15841	16321	14519	11615	13059	13169	14274	18248	11276	13813	10828	12781	15243	10709	11233	9504	8663	10324	11319	8921	10644	11416	11950	8537	9760	
EQU4013	14187	10764	11262	11820	10594	13048	12366	11514	14604	12353	9683	8461	14171	14482	11059	15884	12083	13062	11605	11306	12177	12171	11370	13291	12370	12655	14057		
EQU4014	14240	8531	19257	6177	6632	3336	5725	7435	7824	5461	7305	5415	5411	6209	6367	7348	7205	6678	5889	9151	6466	13006	10042	8451	11546	13749	12277	15843	
EQU4015	8036	6303	7745	7053	6317	6470	6635	4199	7751	6316	5697	5534	6410	5072	10872	9873	6438	7884	4965	3617	3636	6651	10163	6819	5647	5622	7445	7280	
EQU4016	9820	5871	5251	8717	6199	5161	5270	5146	7505	5714	6564	3745	4400	2349	1	161	2	2238	4	226	155	351	3303	179	641	938	463	326	
EQU4017	2559	2148	2261	2264	2660	2200	2628	3545	3784	3262	4438	4948	5428	3677	3153	4897	6370	6401	3167	3231	4780	6271	2379	2651	5036	2649	2802		
EQU4018	11235	10629	9902	10713	11597	11623	8622	7806	12234	11739	9479	11460	9631	7231	8843	9489	8578	11662	8695	10019	11975	10796	8556	12465	9922	14579			
EQU4019 - B/W	6209	2923	2482	4522	2212	5231	3361	3840	6355	5699	4463	3371	3642	4022	3356	3197	4754	2890	3974	3852	6224	2963	5018	2460	2240	2534	3044	5070	
EQU4019 - Color	4317	3438	1383	4651	3781	3417	3158	1212	4207	1502	2068	3822	1594	2550	3018	7372	4709	4796	3670	1700	5502	5305	6744	5422	2545	1924	2846	8329	
EQU4020 - B/W	7328	4061	2865	2319	2253	1859	3288	2174	1352	2254	5389	2666	2615	3279	1127	1303	933	1343	4776	513	1582	1431	1660	672	1471	1463	1403	1260	
EQU4020 - Color	2120	4142	5339	2411	1933	1244	4297	1655	1961	1617	5286	1950	2172	3716	1443	1538	1519	1930	4791	731	875	2964	1750	505	1938	1344	1395	1970	
EQU4021 - B/W	452	949	67	137	712	290	176	246	306	426	247	229	246	879	84	572	540	449	123	50	255	905	373	685	704	1155	427	372	
EQU4021 - Color	216	472	89	408	662	84	215	47	368	503	415	206	1193	586	645	83	716	256	543	1217	301	1136	770	1163	919	4029	350	615	
EQU4022 - B/W	806	344	507	90	81	8786	836	470	1021	1167	2768	911	671	524	662	663	552	964	840	296	531	719	358	1129	354	1159	1939	689	
EQU4022 - Color	177	122	97																										

Equipment ID #	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18
EQU4144	10	0	0	0	0	0	20	112	187	138	140	73	158	345	35	120	145	165	208	461	31	178	310	118	7	157	79	517
EQU4145	296	284	316	503	422	165	157	469	89	299	442	224	310	358	274	197	185	0	0	5	0	0	0	0	0	0	0	0
EQU4146	4353	2064	1754	2275	2463	2308	3127	2766	3103	2396	2480	1878	1785	2214	2065	2671	2407	2104	3230	3933	3286	2548	2237	2505	2585	3466	3426	3639
EQU4147	18	0	2	0	0	0	0	0	0	0	12	166	78	187	220	329	370	239	250	182	151	133	461	85	117	332	136	216
EQU4148	696	119	259	0	124	110	133	207	407	199	309	164	307	107	217	226	272	208	351	215	185	182	218	185	362	131	278	309
EQU4149	4	0	1	0	0	0	0	0	0	0	29	220	352	112	115	89	128	146	77	139	116	146	226	160	32	16	2	61
EQU4150	4890	479	8	161	141	201	3	86	316	4	17	46	142	12	0	43	0	105	517	56	206	469	473	106	273	959	423	877
EQU4151	355	333	120	166	1506	1787	2398	2678	2906	1881	2197	1861	2078	1805	2909	2149	1767	1656	2519	2744	1932	2326	1888	1733	1455	1650	1061	1392
EQU4152	2902	1156	957	1205	4815	3432	3681	4832	4796	2421	2625	1875	1804	2542	1353	1573	2109	6933	3341	4415	3890	2860	1905	1169	492	1135	1186	885
EQU4153	2114	2126	1896	1833	2649	1063	1144	1452	2436	1754	2110	1549	1896	2369	1795	2207	2290	2053	1512	2109	3402	2291	1911	1354	1645	1990	2124	2649
EQU4154	6636	2742	2698	3551	2744	1435	1568	3616	3666	1835	2762	2198	2312	1967	5903	1278	1380	1830	2399	3956	2602	2768	1758	2543	1485	1295	1131	1227
EQU4157	902	400	305	603	551	557	464	454	518	536	737	377	301	579	279	477	424	600	391	390	411	406	447	491	564	489	375	287
EQU4158	736	225	541	419	618	361	274	279	171	268	195	262	247	383	202	330	292	225	162	241	198	224	235	304	261	206	251	271
EQU4159	115	174	139	99	243	118	509	274	62	94	327	189	46	157	119	93	60	104	31	31	176	239	167	84	74	138	55	159
EQU4160	12	0	2	10	36	0	0	1	0	1	0	27	570	542	504	432	492	395	474	315	368	407	377	500	408	484	506	480
EQU4161	7	1	0	0	0	0	0	0	0	0	34	43	147	51	47	37	92	149	129	64	144	102	126	139	165	89	86	236
EQU4162	527	184	162	144	159	250	206	140	159	182	177	171	121	391	352	247	307	287	242	274	171	159	244	88	89	120	581	259
EQU4163	1885	283	1295	792	1124	927	764	1398	1287	1000	1191	1298	735	1572	825	0	2302	978	1014	1001	1042	1301	934	1063	939	1169	809	654
EQU4164	2364	1094	70	33	18	0	1127	918	914	771	714	841	855	821	928	717	567	716	411	309	776	677	681	849	504	1291	640	450
EQU4165	593	331	323	187	261	511	308	542	376	169	249	157	79	190	162	80	114	135	155	92	103	135	176	155	99	89	96	116
EQU4166	738	385	539	298	313	254	282	289	456	233	402	393	339	389	366	212	234	432	333	197	562	507	555	329	404	249	281	363
EQU4167	9116	4807	4502	4641	5019	4216	4758	3880	4452	4435	4859	4163	4790	4490	3732	0	9581	4351	4589	4049	4340	4822	4527	4206	4701	4539	4177	5257
EQU4168	867	869	365	444	273	425	235	210	472	353	264	238	267	190	1092	1213	424	327	297	456	520	827	659	712	808	811	1070	801
EQU4169	935	784	254	783	559	729	629	558	909	1285	462	275	1310	224	435	518	566	596	1964	506	640	514	973	412	399	999	603	778
EQU4170	7412	1209	1350	1577	1487	1540	1738	1426	762	990	1080	0	43	1407	1485	1686	1275	1596	1033	1258	2106	2642	0	0	0	2	0	601
EQU4172	547	13	76	224	226	935	0	0	3471	360	291	614	0	0	882	248	208	1835	768	1027	8	1713	439	186	215	372	139	118
EQU4173	20	0	0	0	3	16	0	0	0	7	7	1	0	9	3	0	712	299	0	712	1503	19	10	0	0	0	1	0
EQU4174	2347	1245	934	2142	2328	207	457	1432	1633	552	627	1703	554	1267	265	640	427	2273	1441	1614	731	944	1134	175	1100	1589	718	2272
EQU4178	420	80	86	227	113	438	410	339	157	749	257	442	375	279	305	262	246	309	217	216	194	275	271	809	599	702	0	0
EQU4179	248	179	178	311	146	141	145	187	193	119	316	181	212	146	152	206	160	163	111	129	239	213	203	202	111	118	83	183
EQU4180	16	0	99	93	6	52	58	8	35	419	4154	0	33	68	70	5	4	4	157	3	0	21	0	0	31	25	14	0
EQU4181	595	555	201	90	190	325	129	109	51	25	9	2	0	21	0	74	43	28	11	8	22	16	94	77	100	31	281	190
EQU4182	1283	678	1381	880	936	1130	792	830	799	1009	1253	647	792	1100	835	937	1270	1165	1074	327	887	531	1288	414	705	1207	1181	940
EQU4184	53	7	79	226	171	64	76	68	37	178	170	49	122	46	41	59	60	135	35	30	77	159	126	40	41	28	37	70
EQU4185	11	0	0	0	2	3	0	1	0	6	0	0	0	0	0	0	0	75	61	85	96	185	314	68	62	13	0	0
EQU4187	523	389	522	502	358	396	303	291	406	427	513	346	378	420	511	672	395	484	389	432	525	384	377	379	431	443	444	330
EQU4188	82	42	0	0	0	57	25	42	77	48	28	43	83	34	73	36	14	51	49	33	165	111	114	225	144	192	141	203
EQU4189	1983	996	1063	824	1273	989	799	830	1124	741	855	651	675	698	605	703	820	901	962	1290	731	1109	957	1037	1000	719	681	1121
EQU4190	734	435	430	412	529	360	332	339	386	572	267	363	627	242	317	258	342	239	247	227	285	316	414	309	289	378	419	419
EQU4191	332	420	483	429	441	195	341	386	332	318	471	403	348	212	331	900	713	710	581	859	1041	1190	710	830	594	459	390	0
EQU4192	29	24	31	62	0	0	0	0	1	120	8	0	1	101	155	0	51	0	0	0	2	5	346	880	4	0	0	0
EQU4193	3374	2121	2783	2329	2026	1758	2002	2367	4344	2834	4031	3505	3164	2740	3253	3952	3965	2763	2926	2762	4332	4096	3450	2998	4166	3242	2461	3776
EQU4196 - B/W	1112	514	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EQU4196 - Color	108	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EQU4197 - B/W	3211	1126	1596	2871	1697	1329	904	1435	1367	2049	2180	1360	1409	2064	1546	2281	1891	1601	1184	1237	1093	1934	1566	1687	1963	1462	1826	2034
EQU4197 - Color	153	92	59	102	170	71	61	41	219	59	145	121	94	60	43	68	83	104	39	18	92	157	30	41	145	58	83	26
EQU4199 - B/W	177	33	31																									
EQU4199 - Color	60	90	169																									
EQU4202 - B/W	50	46	16	0	27	1	1	11	0	0	13	8	4	0	0	0	1	0	8	0	23	0	48	2	0	0	0	0
EQU4202 - Color	152	214	27	0	36	47	5	29	0	1	4	10	1	0	0	0	0	0	3	1	10	0	13	0	0	0	0	0
EQU4203 - B/W	5324	2859	2951	3384	3659	2631	1925	1887	2179	2837	3226	2733	1611	2760	2374	2940	0	2112	2457	2059	2259	4289	3978	4368	3200	2117	0	2190
EQU4203 - Color	727	302	255	306	258	220	128	157	257	150	239	177	300	274	428	550	125	353	342	290	176	388	297	390	340	438	489	247
EQU4276	160	572	47	0	0	0	749	0	169	0	0	0	0	0	0	0	0	0	0	0	0	51	0	546	93	45		

Equipment ID #	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	
EQU7137																								0	156	387	398	345	
EQU7186 - B/W																												32	
EQU7186 - Color																												61	
EQU7427 - B/W																											7943	8656	
EQU7427 - Color																											0	0	
EQU7472																								0	0	80	0	371	4
EQU7537																									6	250	156	163	279
EQU8410																													
EQU8607 - B/W																													
EQU8607 - Color																													
EQU8611																													
EQU8699																													
EQU9389 - B/W																													
EQU9389 - Color																													
EQU9473																													
FC978 - B/W																					3453	0	2226	1565	1537	1922	2631	2515	2470
FC978 - Color																					0	0	4746	1399	2302	1858	2302	2243	2688
NH234 - B/W								1031	760																				
NH234 - Color								264	394																				
NH258 - B/W																													
NH258 - Color																													
NH336 - B/W		2844																											
NH336 - Color		188																											
UC1524 - B/W													2411																
UC1524 - Color													891																
UC1709 - B/W																													
UC1709 - Color																													
UC1746 - B/W																													
UC1746 - Color																													

Equipment ID #	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	B/W Subtotal	Color Subtotal	
EQU3991 - Color	40	240	342	648	907	787	1053	545	436	324	805	845	590	538	755	1066	909	939	1273	823	1286	1346	360	740	0		49232	
EQU3992 - B/W	48	207	1343	3058	815	498	413	232	209	304	87	219	79	162	32	0	0	0	0	2	3	0	37	1	0	31736		
EQU3992 - Color	110	96	639	334	613	285	269	163	219	580	193	88	71	232	83	0	0	0	0	0	2	0	29	0	0		13766	
EQU3993 - B/W	2	2	3	17	38	35	28	44	407	363	267	377	398	680	334	300	464	117	89	121	392	541	73	77	104	8114		
EQU3993 - Color	22	11	80	70	278	317	179	136	336	561	638	442	239	400	78	216	299	93	73	162	196	595	57	211	87		13094	
EQU3994 - B/W					0	0	1884	614	590	438	194	816	1072	396	311	486	201	168	402	325	296	294	596	0	0	220907		
EQU3994 - Color					0	0	843	271	270	250	233	212	279	189	231	218	475	498	526	210	390	410	225	231	0		14439	
EQU3995 - B/W	1130	2279	1434	1522	1720	2023	2328	2827	3180	2527	1588	2680	1203	2224	1752	1876	2135	2593	1634	162	33	54	877	1015	1662	109874		
EQU3995 - Color	337	706	570	230	540	459	674	941	1175	528	321	1099	1415	843	447	823	584	1312	938	108	43	18	964	815	473		45490	
EQU3996 - B/W	1168	2011	1968	1547	1596	920	1901	1250	1008	1571	1083	1336	1224	1615	974	735	1298	1880	2057	2043	2563	1459	1464	1600	1574	91388		
EQU3996 - Color	584	1528	1085	779	1171	700	613	289	548	453	390	806	536	1238	810	519	615	590	852	403	432	673	440	338	935		48668	
EQU3997 - B/W	28	110	189	117	177	273	260	257	163	234	188	191	143	167	180	252	241	334	148	126	170	193	166	360	270	6883		
EQU3997 - Color	6	48	19	11	3	17	8	12	2	50	47	58	17	7	35	48	25	24	8	34	16	22	111	6	64		1286	
EQU3998 - B/W	367	265	204	538	894	171	784	856	372	0	588	411	321	667	298	23	661	669	402	133	336	163	714	533	259	24763		
EQU3998 - Color	97	140	76	193	847	108	322	205	205	0	550	192	204	66	79	0	281	421	161	97	189	262	349	150	318		17137	
EQU3999 - B/W	1555	2601	2215	2291	2403	2261	2555	2710	2617	1843	2854	2203	1871	2118	1861	1731	2057	2132	1869	2267	2432	1501	1497	1132	0	101141		
EQU3999 - Color	102	374	121	187	162	190	255	267	80	90	150	122	50	93	65	45	46	126	172	45	87	33	70	126	0		6267	
EQU4000 - B/W	1306	4968	2355	2843	4284	3854	4624	2336	3420	4384	3691	5097	3074	4669	4102	3550	5327	4521	6994	5597	7298	2391	1863	1424	2804	206099		
EQU4000 - Color	5	259	550	430	157	123	380	67	253	141	156	349	360	177	167	156	161	271	343	280	280	346	168	136	176		8535	
EQU4001 - B/W	229	11182	753	288	5412	2084	3221	1373	2267	1274	624	1346	8425	1558	1057	4081	3642	5461	2301	266	82	282	155	205	188	197285		
EQU4001 - Color	35	1311	145	303	662	885	2105	1221	607	1545	435	1836	6318	599	1225	444	1137	3481	1538	43	84	214	585	571	403		49911	
EQU4002 - B/W	13170	19702	15904	15063	20066	17179	22699	15956	20445	18715	16998	18694	16633	20015	16803	18363	20896	24519	20161	10018	6070	6016	8004	8711	10729	847830		
EQU4002 - Color	2603	5616	3283	2114	3642	3288	6006	3621	5048	5950	5647	6350	4245	7312	4023	3892	6435	5264	6862	3227	1308	1362	2817	1805	2671		248049	
EQU4003 - B/W	4237	4697	1614	2342	3632	2774	3060	2442	3538	2445	3129	2546	2586	3003	2796	1759	2689	4348	2623	1877	1647	1820	1682	1451	1546	154871		
EQU4003 - Color	656	720	508	547	737	627	1219	493	979	971	574	869	1101	590	647	744	963	1407	1178	735	1473	1372	1040	868	1018		60909	
EQU4004 - B/W	619	1474	1425	1364	1296	1119	1049	783	837	2103	1788	1428	798	2496	2701	1895	1052	2812	2030	3033	2602	3520	3148	3079	2748	85565		
EQU4004 - Color	677	1391	1218	1127	1360	1122	1258	1013	1289	1087	1087	2313	1510	1768	906	1112	1048	2012	2050	1897	2421	1423	1799	1654	1304		62975	
EQU4005 - B/W	1690	2206	2371	2945	3275	4245	3188	2793	4401	2681	4362	59	8833	0	7351	2094	3051	3044	2835	3271	2865	3368	2939	3096	3493	175907		
EQU4005 - Color	700	1227	996	1401	2246	1371	2108	1153	1527	1558	2045	38	3069	0	2868	1629	1966	2943	1499	2155	1634	1817	1024	1374	1845		76274	
EQU4006 - B/W	5894	9992	9776	6164	10889	7215	928	8290	20368	10099	10459	11788	6028	6165	11688	9922	4280	3840	6214	5015	4040	2283	4627	5199	5220	9016	427325	
EQU4009	3130	6061	12320	7178	5858	7158	9146	8502	10130	10400	6108	10441	9652	11549	8428	8206	10148	11681	10504	3521	3429	7212	3659	30407	0		391311	
EQU4010	2617	7276	5647	5290	7238	5921	7713	6632	7868	6115	4503	7058	5222	5783	6049	6144	6689	7435	7879	2857	2387	1872	3477	2112	4823	341631		
EQU4011	10576	7045	5226	6516	5952	5623	7554	7949	6572	6647	10622	14612	6882	9341	6482	7323	7852	10704	9367	5348	4639	2922	3306	2659	2721	420750		
EQU4012	6098	9108	8898	10627	13076	13203	12252	12166	10801	11564	8409	11475	9657	16351	12327	13458	10326	19068	14030	11270	9606	6062	10845	11065	11407	627968		
EQU4013	6420	10027	10041	10104	12978	8433	11117	10746	11515	10649	12797	13390	7916	10418	7627	7021	9587	11956	13854	4909	4342	2771	2703	4204	4675	563401		
EQU4014	10005	12879	16226	11123	16269	11211	13153	9531	13417	17945	19801	11968	9887	15207	10856	7393	8318	6586	6773	6415	2270	7890	5829	3533	6664	505125		
EQU4015	4782	11219	6701	4310	10807	7313	11008	12003	13684	11782	9324	11900	6021	8128	7585	4451	6256	7319	6504	3586	3812	3660	3499	1561	1158	365123		
EQU4016	12341	7464	1434	374	1867	249	258	706	10263	415	7931	66544	159	339	60	321	973	428	298	10	89	257	990	209	211	204890		
EQU4017	844	3613	3927	2461	3398	2556	2686	2285	5570	4948	4108	5933	4177	13382	3942	3774	4623	5727	5782	5426	4041	2958	3068	2445	2800	204302		
EQU4018	10636	6152	7336	11796	7427	8862	10130	14824	8976	8341	8093	13014	13710	13389	10497	12016	19248	11144	13004	14060	7422	14200	15231	13561	172841			
EQU4019 - B/W	16423	5075	1695	1457	2919	2005	3129	1974	1618	1565	1600	1360	1334	1980	1062	696	1936	1561	904	1082	1307	579	1136	914	930	166179		
EQU4019 - Color	1807	2496	1269	2430	4747	3172	2600	1861	1162	1202	1295	3422	1434	2586	1844	983	1488	3143	2369	1423	2246	1273	1213	1587	1385		155932	
EQU4020 - B/W	465	551	2120	906	2282	502	634	778	1339	1579	933	602	453	1497	1677	628	1845	812	1171	480	501	1431	401	354	1697	90277		
EQU4020 - Color	635	439	2133	1227	1707	1846	1298	1788	3730	2685	696	1061	453	3084	1918	1408	1263	1084	1695	551	862	1963	424	580	1707		100773	
EQU4021 - B/W	62	44	236	7	229	5	0	0	0	0	0	0	0	1208	1102	318	538	298	345	300	187	277	153	316	229	17910		
EQU4021 - Color	140	479	1209	178	207	0	0	0	0	0	0	0	0	1286	841	639	327	139	191	206	307	203	180	473	473		25685	
EQU4022 - B/W	14900	2138	977	934	1406	323	298	290	243	415	283	508	3344	150	454	89	132	301	1232	1056	797	901	354	708	246	62316		
EQU4022 - Color	6158	1689	1530	500	993	343	473	355	507	719	185	458	1158	111	274	100	93	447	1126	994	1305	126	203	414	203		29741	
EQU4023 - B/W	4042	3333	637	1787	1299	3251	1708	1644	1292	1122	1912	1977	1526	4648	1534	1178	3430	2406	1689	937	1475	2757	5244	3352	2717	121407		
EQU4023 - Color	867	2038	1385	1441	986	1658	1821	1657	1502	2124	1861	1516	1002	4219	1509	2731	4048	3076	3150	1628	1976	3177	574					

Equipment ID #	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	B/W Subtotal	Color Subtotal	
EQU4144	131	55	211	731	261	1108	160	652	321	1476	143	380	329	381	741	455	181	336	296	63	666	101	777	355	321	14345		
EQU4145	0	0	0	0	0	0	0	0	0	0	0	0	0	0	329	187	345	513	368	186	117	99	15	52	0	7206		
EQU4146	2123	3264	2555	1897	2687	3848	3602	3359	2377	1584	2039	2977	2447	2935	2241	2210	2734	3037	2869	2659	2322	1862	3163	2936	2609	141404		
EQU4147	118	114	188	115	136	135	188	37	119	32	165	95	115	99	23	145	55	109	37	3	24	44	100	45	65	5990		
EQU4148	122	290	492	150	960	281	504	138	263	261	334	381	326	112	495	1143	533	608	1169	744	543	314	539	991	954	19127		
EQU4149	4	57	52	1	7	62	7	64	7	18	33	23	11	14	147	15	4	29	93	0	0	0	0	1	0	2820		
EQU4150	6	1	0	5	92	0	99	70	26	79	30	8	4	0	0	0	0	0	0	0	0	0	1	1	0	11435		
EQU4151	1344	2042	1999	2529	2482	1669	2192	1271	1879	3311	2008	748	1403	851	1629	2439	2124	1274	1473	473	901	1043	236	1286	0	87858		
EQU4152	2395	2628	1175	2330	690	1223	2257	1890	1655	1037	648	1020	1220	715	1296	1441	1735	896	924	735	568	331	527	563	0	101875		
EQU4153	5815	3352	1295	1898	1978	1261	2541	1844	1549	2153	1320	2012	2842	984	3867	2149	2232	3294	2369	2484	1916	843	463	763	0	106947		
EQU4154	1023	2286	1973	3559	3995	2144	2384	1249	2621	3156	1219	1869	1758	1086	3546	4642	4649	2906	1763	304	638	610	86	563	217	121533		
EQU4157	190	344	319	308	468	353	346	340	317	327	517	547	647	861	672	656	512	725	618	21	213	682	710	712	376	25116		
EQU4158	123	329	189	142	364	359	229	194	210	191	111	143	182	192	175	155	278	231	221	151	262	141	160	107	248	13468		
EQU4159	21	15	69	1	126	167	135	82	189	143	88	103	60	40	51	45	364	198	41	5	113	158	99	66	0	6455		
EQU4160	298	682	462	414	422	448	492	417	477	362	529	535	379	535	515	414	392	542	504	578	582	224	301	510	578	19528		
EQU4161	31	93	86	195	187	180	134	144	149	88	90	150	99	75	139	74	91	93	178	98	0	1	0	0	0	4263		
EQU4162	159	518	158	278	103	255	201	156	132	155	101	139	111	94	101	140	150	137	276	290	487	216	420	550	103	11823		
EQU4163	469	634	831	940	775	0	0	460	425	259	567	306	207	0	0	43	368	350	406	339	471	94	143	244	422	38335		
EQU4164	0	0	126	840	1083	919	1719	733	254	129	36	9	580	650	530	668	1458	1022	1090	205	0	365	363	344	599	33818		
EQU4165	56	0	18	459	413	756	570	475	523	308	356	573	601	425	475	568	322	702	430	1722	1086	440	740	751	1116	19872		
EQU4166	92	118	163	327	191	247	273	319	371	645	283	461	915	344	224	233	446	499	374	791	789	527	630	592	803	20991		
EQU4167	2548	4120	4120	3818	4130	4332	5042	3975	4563	4920	3827	5111	3554	5030	4338	4093	5283	5169	5117	2782	2473	1406	2406	2389	3101	228646		
EQU4168	94	211	414	260	433	790	874	1001	1143	44	619	751	540	751	789	623	830	1470	1300	425	441	212	512	591	496	31103		
EQU4169	467	478	893	825	80	1	1938	1337	1323	1525	1018	1278	855	1399	1078	1370	879	1491	1349	466	594	954	655	826	918	43546		
EQU4170	825	3682	4215	4546	2645	2368	2332	2277	3122	1913	2516	4575	3610	4118	4164	5575	4291	4329	3496	2624	2519	1503	229	546	1284	109099		
EQU4172	54	2559	655	2218	4439	512	701	309	316	574	189	74	20	0	0	7	0	0	0	0	0	0	0	22	0	27564		
EQU4173	1822	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5145		
EQU4174	846	0	2002	1332	1486	1324	200	0	1395	514	714	102	0	539	0	59	235	24	10009	1004	806	17	1313	674	0	57346		
EQU4178	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8777		
EQU4179	67	160	77	69	148	347	463	352	387	468	481	916	664	1098	690	412	586	741	784	807	744	618	630	326	601	17611		
EQU4180	0	0	0	0	0	800	0	693	211	475	417	319	140	287	220	293	272	451	245	378	292	464	290	411	8042			
EQU4181	142	167	99	99	305	242	212	286	279	346	182	334	232	291	94	149	171	161	52	2	0	0	2	10	7134			
EQU4182	183	1044	860	1076	1248	1419	535	20	5	584	743	149	164	217	182	177	61	0	7	345	252	108	261	70	155	36136		
EQU4184	21	130	140	289	154	37	81	166	70	48	21	47	25	0	0	8	0	0	0	0	0	0	0	0	0	3521		
EQU4185	2	0	0	0	3	38	0	0	0	0	0	0	0	0	0	0	6	14	0	1	0	1	0	0	0	1047		
EQU4187	29	305	293	161	238	105	226	191	375	272	334	438	147	327	213	279	257	356	500	225	321	251	396	463	247	18919		
EQU4188	87	71	150	91	128								97	0	0	0	0	0	0	0	0	6	19	30	168	2959		
EQU4189	489	783	892	813	1135	908	707	694	1457	1041	987	1055	818	1141	1516	888	1374	1227	1183	675	964	558	975	957	761	50095		
EQU4190	188	684	361	502	575	459	393	371	476	509	463	478	380	480	406	724	472	452	336	301	410	355	484	411	359	21377		
EQU4191	228	412	1020	431	571	363	499	482	509	379	460	466	245	302	297	292	337	418	521	285	469	313	323	441	460	25616		
EQU4192	0	0	0	0	0	0	49	0	0	0	0	0	0	17	34	33	19	24	41	678	517	94	417	78	0	3821		
EQU4193	1558	3189	3095	2640	4174	3532	1839	1632	873	753	563	707	1867	454	1285	738	3179	4752	1253	1537	404	1102	568	524	412	130150		
EQU4196 - B/W	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	310	242	2184		
EQU4196 - Color	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	173	56		344	
EQU4197 - B/W	1014	2027	1808	1147	1897	1772	1911	1691	1389	1079	2253	1482	1097	1811	921	1185	1717	1725	1552	1	40	402	355	599	1365	80143		
EQU4197 - Color	212	89	205	166	74	42	90	83	30	53	88	149	33	35	60	104	39	43	26	2	0	0	6	19	21		4103	
EQU4199 - B/W																										241		
EQU4199 - Color																											319	
EQU4202 - B/W	2	3	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	23	293			
EQU4202 - Color	0	22	0	8	22	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	15	18		639	
EQU4203 - B/W	953	3328	2634	2150	1969	2526	3763	2688	2818	2430	2875	3536	2231	2194	2440	2620	2785	3269	2001	33	165	957	1836	2777	2988	138004		
EQU4203 - Color	85	432	310	409	339	337	447	309	517	488	336	415	441	517	361	477	370	444	151	0	31	176	401	414	114		16924	
EQU4276	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	37	0	0	0	0	2512		
EQU4354 - B/W	290	960	624	860	1206	874	914	798	678	556	778	15	1441	1158	415	346	455	791	1060	631	622	286	592	510	1052	41287		
EQU4354 - Color	222	968	1214	1565	1536	927	1160	910	854	717	1010	99	1102	525	291	493	625	743	1467	564	506	304	187	337	493		44567	
EQU4355 - B/W	878	2999	2794	2965	3321	3870	4099	3334	1498	3842	3613	1221	4769	3065	2663	2924	3190	3168	3722	3496	5168	3935	6773	52				



RFP: Cost Per Copy Program

201009-108

ADDENDUM 2

Appendix A REVISED

Electronic File may be on CD or USB drive

November 3, 2020

***NOTICE:** The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.*

Updates Provided to Appendix A

Please see the attached **REVISED Appendix A** - Current Multi-Function and Printer Inventory List. All updates are to model numbers and descriptions of equipment and have been highlighted in **yellow**.

Electronic File may be on CD or USB drive

C. Submission of RFP:

One (1) original, and one (1) electronic file on CD media **or a USB drive** of the proposal shall be submitted by no later than **Friday, November 6, 2020 at 5:00 p.m.** to:

Trisha Newton, Purchasing Agent
Pender County Finance Department
805 S. Walker St. Burgaw, NC 28425

Addendum 2 is being issued to distribute the REVISION of Appendix A which provides 28 updates to model numbers the descriptions of equipment. Additionally, to clarify that a CD or USB drive submission is acceptable.

– END –

Pender County's Cost Per Copy Program
Request for Proposal

Appendix A - Revised
Current Multi-Function and Printer Inventory List

Department	Area/Location/Room	Address	City	Device ID	Make	Model number	Current Accessories	Average Volume Last 12 months	Fax Board/Right Fax
County Manager									
	Back Room	805 S Walker Street	Burgaw	EQU4020	Konica Minolta	Bizhub C554e	FS534 WITH SD511 PLUS RU513 FINISHER/KMBS PK 520 HOLE PUNCH/KMBS PC 410 LCC CABINET - see new # A2XM019	1822	Right Fax Connector
Elections									
	Central MFP	807 Walker Street	Burgaw	EQU3792	Konica Minolta	Bizhub C308	FS534 + RU-513 Finisher/DF-704 Dual Scan ARDF/DK 510 Enhanced Copy Desk	13477	Right Fax Connector
Emergency Management									
	Emergency Operations Center	805 Ridgewood Avenue	Burgaw	EQU4022	Konica Minolta	Bizhub C554e	FS534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	794	Right Fax Connector & Fax Board
	Emergency Operations Center- Planning	805 Ridgewood Avenue	Burgaw	EQU10259	Kyocera	Ecosys M3645idnKX		0	
	Emergency Operations Center- Finance	805 Ridgewood Avenue	Burgaw	EQU10260	Kyocera	Ecosys M3645idnKX		0	
	Emergency Operations Center- Operations	805 Ridgewood Avenue	Burgaw	EQU10266	Kyocera	Ecosys M3645idnKX		16	
	Fire Marshal-Tommy Batson	805 Ridgewood Avenue	Burgaw	EQU4123	Kyocera	FS-2100DN		56	
	Deputy Fire Marshal-Josh Elixson	805 Ridgewood Avenue	Burgaw	EQU4188	Kyocera	FS-2100DN		79	
Extension Services									
	Central MFP	801 S. Walker Street	Burgaw	EQU4001	Konica Minolta	Bizhub C454e	FS534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	703	Right Fax Connector
	Mark Setz	801 S. Walker Street	Burgaw	EQU4119	Kyocera	FS-2100DN		92	
Facilities & Fleet Services									
	Central MFP	210 S Bennett Street	Burgaw	EQU3787	Konica Minolta	Bizhub C308	FS534 WITH SD511 PLUS RU513 FINISHER/KMBS PK 520 HOLE PUNCH/DF-704 Dual Scan ARDF/KMBS PC 410 LCC CABINET - see new # A2XM019	1380	Right Fax Connector
	Vehicle Maintenance	210 S Bennett Street	Burgaw	EQU8410	Kyocera	FS-2100DN		324	
Finance									
	Finance	805 S Walker Street	Burgaw	EQU3960	Konica Minolta	Bizhub C308	FS534 + RU-513 Finisher/DF-704 Dual Scan ARDF/KMBS PC 410 LCC CABINET - see new # A2XM019	4013	Right Fax Connector
	Left	805 S Walker Street	Burgaw	EQU4117	Kyocera	FS-2100DN	PF-320 500 Sheet Feeder	2067	
	Carol Stewart/Payroll	805 S Walker Street	Burgaw	EQU4142	Kyocera	FS-2100DN		103	
Health									
	Animal Shelter	3280 New Savannah Road	Burgaw	UC1746	Konica Minolta	Bizhub C3350	FK-512 FAX KIT requires MK kit/MK-738 MOUNT KIT	3937	Right Fax Connector & Fax Board
	WIC	803 S Walker Street	Burgaw	EQU3802	Konica Minolta	Bizhub C368	FS534 + RU-513 Finisher/DF-704 Dual Scan ARDF/KMBS PC 410 LCC CABINET - see new # A2XM019	1033	Right Fax Connector
	Medical Records	803 S Walker Street	Burgaw	EQU3963	Konica Minolta	Bizhub 364e	FS534 + RU-513 Finisher/KMBS DF 701 DUAL ARDF/KMBS PC 410 LCC CABINET see new # A2XM019	2353	Right Fax Connector
	Reception/Billing	803 S Walker Street	Burgaw	EQU3968	Konica Minolta	Bizhub 364e	FS534 + RU-513 Finisher/KMBS DF 701 DUAL ARDF/KMBS PC 410 LCC CABINET see new # A2XM019	9546	Right Fax Connector
	Marjory Cooper	803 S Walker Street	Burgaw	EQU3969	Konica Minolta	Bizhub 364e	FS534 + RU-513 Finisher/KMBS DF 701 DUAL ARDF/KMBS PC 410 LCC CABINET see new # A2XM019	1788	Right Fax Connector
	Eligibility	803 S Walker Street	Burgaw	EQU3979	Konica Minolta	Bizhub 4750	FS-P02 Finisher	643	Right Fax Connector
	Lab	803 S Walker Street	Burgaw	EQU3980	Konica Minolta	Bizhub 4750	FS-P02 Finisher/PF-P12 Cassette	1906	Right Fax Connector
	Immunization	803 S Walker Street	Burgaw	EQU3981	Konica Minolta	Bizhub 4750	FS-P02 Finisher	169	Right Fax Connector
	Nurse's Area	803 S Walker Street	Burgaw	EQU3991	Konica Minolta	BizhubC3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	1503	Right Fax Connector
	Dental	803 S Walker Street	Burgaw	EQU3995	Konica Minolta	BizhubC3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	1933	Right Fax Connector
	Child Health	803 S Walker Street	Burgaw	EQU3996	Konica Minolta	BizhubC3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	2034	Right Fax Connector
	Environmental Health	803 S Walker Street	Burgaw	EQU4003	Konica Minolta	Bizhub C454e	FS534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	2539	Right Fax Connector
	Admin	803 S Walker Street	Burgaw	EQU4019	Konica Minolta	Bizhub C554e	FS534 WITH SD511 PLUS RU513 FINISHER/KMBS PK 520 HOLE PUNCH/KMBS PC 410 LCC CABINET - see new # A2XM019	2185	Right Fax Connector
	S.Steele/Hallway	803 S Walker Street	Burgaw	EQU4023	Konica Minolta	Bizhub C554e	FS534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	7111	Right Fax Connector
	Health Promotions	803 S Walker Street	Burgaw	UC1709	Konica Minolta	Bizhub C3350	DK-P03 Copy Desk/MK-738 MOUNT KIT/FK-512 FAX KIT requires MK kit	1978	Right Fax Connector

**Pender County's Cost Per Copy Program
Request for Proposal**

Appendix A - Revised

Current Multi-Function and Printer Inventory List

Environmental Health	15060 US Hwy 17	Hampstead	EQU3957	Konica Minolta	Bizhub C308	DF-704 Dual Scan ARDF/FS534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	1525	Right Fax Connector
Environmental Health B/W	15060 US Hwy 17	Hampstead	EQU3966	Konica Minolta	Bizhub 364e	FS534 + RU-513 Finisher/DF-701 Dual Scan ARDF/DK 510 Enhanced Copy Desk	304	Right Fax Connector
Hampstead Annex Lab	15060 US Hwy 17	Hampstead	EQU3986	Konica Minolta	BizhubC3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	373	Right Fax Connector
Dental	803 S Walker Street	Burgaw	EQU4120	Kyocera	FS-2100DN		352	
Jennifer Walker	803 S Walker Street	Burgaw	EQU4127	Kyocera	FS-2100DN		326	
Billings	803 S Walker Street	Burgaw	EQU4129	Kyocera	FS-2100DN		1352	
Marti Smith	803 S Walker Street	Burgaw	EQU4158	Kyocera	FS-2100DN		179	
Environmental Health	803 S Walker Street	Burgaw	EQU4161	Kyocera	FS-2100DN		0	
Health Director	803 S Walker Street	Burgaw	EQU4162	Kyocera	FS-2100DN		365	
Ashley Batts	803 S Walker Street	Burgaw	EQU4179	Kyocera	FS-2100DN		507	
Savannah Hubach	803 S Walker Street	Burgaw	EQU4191	Kyocera	FS-2100DN		408	
Donna Ramos	803 S Walker Street	Burgaw	EQU4202	Kyocera	P6035cdn		28	
WIC-Clerk's Office	803 S Walker Street	Burgaw	EQU6308	Kyocera	FS-2100DN		0	
WIC-Claudette's Office	803 S Walker Street	Burgaw	EQU6314	Kyocera	FS-2100DN		611	
WIC-Kimberly's Office	803 S Walker Street	Burgaw	EQU6317	Kyocera	FS-2100DN		443	
WIC Summary	15060 US Hwy 17	Hampstead	EQU4139	Kyocera	FS-2100DN		550	
Housing								
Central MFP	805 S Walker Street	Burgaw	EQU4000	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	2202	Right Fax Connector
Human Resources								
Public Hallway	801 S Walker Street	Burgaw	EQU3970	Konica Minolta	Bizhub C368	FS534 + RU-513 Finisher/DF-704 Dual Scan ARDF/DK 510 Enhanced Copy Desk	1674	Right Fax Connector
HR Office Hallway	801 S Walker Street	Burgaw	EQU3973	Konica Minolta	Bizhub C368	FS534 + RU-513 Finisher/DF-704 Dual Scan ARDF/DK 510 Enhanced Copy Desk	342	Right Fax Connector
Library								
Coin Ops	103 S Cowan Street	Burgaw	EQU3951	Konica Minolta	Bizhub 284e	JAMEX COIN BOX/KMBS DF 624 ARDF/DK 510 Enhanced Copy Desk/JAMEX 57 BASE STAND FOR COIN BOX	1071	Right Fax Connector
Staff MFP	103 S Cowan Street	Burgaw	EQU3961	Konica Minolta	Bizhub C308	FS534 + RU-513 Finisher/DF-704 Dual Scan ARDF/DK 510 Enhanced Copy Desk	1597	Right Fax Connector
Heritage House Coin Ops	108 S Cowan Street	Burgaw	EQU3952	Konica Minolta	Bizhub 284e	JAMEX COIN BOX/KMBS DF 624 ARDF/DK 510 Enhanced Copy Desk/JAMEX 57 BASE STAND FOR COIN BOX	429	Right Fax Connector
Coin Ops	75 Library Drive	Hampstead	EQU3950	Konica Minolta	Bizhub 284e	JAMEX COIN BOX/KMBS DF 624 ARDF/DK 510 Enhanced Copy Desk/JAMEX 57 BASE STAND FOR COIN BOX	348	Right Fax Connector
Staff MFP	75 Library Drive	Hampstead	EQU3985	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	823	Right Fax Connector
Heritage House	103 S Cowan Street	Burgaw	EQU4132	Kyocera	FS-2100DN		45	
Public	103 S Cowan Street	Burgaw	EQU4203	Kyocera	P6035cdn	PF-510 500 Sheet Multit Purpose Feeder	2803	
Hampstead Library	75 Library Drive	Hampstead	EQU4197	Kyocera	P6035cdn		855	
Parks & Rec								
Shooting Range	8718 Shaw Highway	Rocky Point	EQU4825	Konica Minolta	Bizhub C258	DF-704 Dual Scan ARDF/KMBS PC 210 PAPER CABINET	0	Right Fax Connector
Planning & Community Development								
Central Permitting	15060 US Hwy 17	Hampstead	EQU3967	Konica Minolta	Bizhub 364e	FS534 + RU-513 Finisher/KMBS DF 624 ARDF/DK 510 Enhanced Copy Desk	549	Right Fax Connector
Central MFP	15060 US Hwy 17	Hampstead	EQU3974	Konica Minolta	Bizhub C368	FS534 + RU-513 Finisher/DF-704 Dual Scan ARDF/DK 510 Enhanced Copy Desk	705	Right Fax Connector
Planning Conference Room	805 S Walker Street	Burgaw	EQU3972	Konica Minolta	Bizhub C368	FS534 + RU-513 Finisher/DF-704 Dual Scan ARDF/KMBS PC 210 PAPER CABINET	1114	Right Fax Connector
Inspections	805 S Walker Street	Burgaw	EQU3971	Konica Minolta	Bizhub C368	FS534 WITH SD511 PLUS RU513 FINISHER/KMBS PK 520 HOLE PUNCH/DF-704 Dual Scan ARDF/KMBS PC 410 LCC CABINET - see new # A2XM019	2069	Right Fax Connector
Register of Deeds								
ROD Office	300 E Fremont Street	Burgaw	EQU3958	Konica Minolta	Bizhub C308	FS534 + RU-513 Finisher/DF-704 Dual Scan ARDF/DK 510 Enhanced Copy Desk	2737	Right Fax Connector
Vital Records	301 E Fremont Street	Burgaw	EQU3965	Konica Minolta	Bizhub 364e	FS534 + RU-513 Finisher/DK 510 Enhanced Copy Desk/KMBS DF 701 DUAL ARDF	679	Right Fax Connector
PUBLIC 4	302 E Fremont Street	Burgaw	EQU4116	Kyocera	FS-2100DN		0	
PUBLIC 2	303 E Fremont Street	Burgaw	EQU4136	Kyocera	FS-2100DN		155	
PUBLIC 1	305 E Fremont Street	Burgaw	EQU4149	Kyocera	FS-2100DN		0	
Shella Green	306 E Fremont Street	Burgaw	EQU4157	Kyocera	FS-2100DN		611	
Donna Kinto	307 E Fremont Street	Burgaw	EQU4160	Kyocera	FS-2100DN		478	
PUBLIC 3	308 E Fremont Street	Burgaw	EQU4181	Kyocera	FS-2100DN		6	
Brenda Treto	309 E Fremont Street	Burgaw	EQU4185	Kyocera	FS-2100DN		0	
Lori Kennedy	310 E Fremont Street	Burgaw	EQU4187	Kyocera	FS-2100DN		368	
Donna Barton	311 E Fremont Street	Burgaw	EQU4190	Kyocera	FS-2100DN		401	

**Pender County's Cost Per Copy Program
Request for Proposal**

Appendix A - Revised

Current Multi-Function and Printer Inventory List

Terri Creswell	312 E Fremont Street	Burgaw	EQU7137	Kyocera	M3040idn		194	
Sheriff's Office								
	101 Vitamin Drive	Wilmington	EQU3994	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	559	Right Fax Connector & Fax Board
	104 N Walker Street	Burgaw	EQU7427	Konica Minolta	Bizhub C368	FS533 Finisher/FK - 514 Fax Kit/DF-704 Dual Scan ARDF/DK 510 Enhanced Copy Desk	6361	Right Fax Connector & Fax Board
Jail Admin	104 N Walker Street	Burgaw	EQU3988	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	1805	Right Fax Connector & Fax Board
Det Hall	605 E Fremont Street	Burgaw	EQU3953	Konica Minolta	Bizhub C308	FS534 + RU-513 Finisher/FK - 514 Fax Kit/DF-704 Dual Scan ARDF/DK 510 Enhanced Copy Desk	3441	Right Fax Connector & Fax Board
Dispatch	605 E Fremont Street	Burgaw	EQU3959	Konica Minolta	Bizhub C308	FS534 + RU-513 Finisher/FK - 514 Fax Kit/DF-704 Dual Scan ARDF/DK 510 Enhanced Copy Desk	3276	Right Fax Connector & Fax Board
Admin-Main Hall	605 E Fremont Street	Burgaw	EQU4005	Konica Minolta	BIZHUB C454E	FS534 + RU-513 Finisher/KMBS FAX KIT FK511/KMBS PC 410 LCC CABINET - see new # A2XM019	4575	Right Fax Connector & Fax Board
Records	605 E Fremont Street	Burgaw	EQU4355	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	7050	Right Fax Connector & Fax Board
IT	605 E Fremont Street	Burgaw	EQU8607	Konica Minolta	Bizhub C3350	DK-P03 Copy Desk/MK-738 MOUNT KIT	12	Right Fax Connector & Fax Board
EOC Dispatch	805 Ridgewood Avenue	Burgaw	EQU4356	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	5	Right Fax Connector & Fax Board
SHERIFF DEPT--Hampstead Annex	805 Ridgewood Avenue	Hampstead	EQU4354	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	966	Right Fax Connector & Fax Board
Courthouse	100 S. Wright Street	Burgaw	EQU7472	Kyocera	M3040idn		0	
Jeannie Coleman	605 E Fremont Street	Burgaw	EQU4180	Kyocera	FS-2100DN		337	
LEC	605 E Fremont Street	Burgaw	EQU4276	Kyocera	FS-2100DN		0	
Jail Kitchen	104 N Walker Street	Burgaw	EQU5687	Kyocera	P2135DN		43	
Civil Office	605 E Fremont Street	Burgaw	EQU10264	Kyocera	Ecosys M3645idnKX		321	
Jail	605 E Fremont Street	Burgaw	EQU5059	Kyocera	M6535CIDN		868	
Front Desk	605 E Fremont Street	Burgaw	EQU5075	Kyocera	M3540IDN		1924	
Captain Billy Sanders	605 E Fremont Street	Burgaw	EQU5433	Kyocera	FS-2100DN		53	
911-Jackie	605 E Fremont Street	Burgaw	EQU5688	Kyocera	P2135DN		163	
911-Sharon	605 E Fremont Street	Burgaw	EQU5690	Kyocera	P2135DN		40	
Major Collier	605 E Fremont Street	Burgaw	EQU9473	Kyocera	P2040DW		118	
Soil & Water								
Priscilla Pierce	15060 US Hwy 17	Burgaw	EQU10288	Kyocera	M6035cidn		145	
Social Services								
Child Support Enforcement	305 S Walker Street	Burgaw	EQU4010	Konica Minolta	Bizhub 454e	FS534 + RU-513 Finisher/DK 510 Enhanced Copy Desk	3492	Right Fax Connector
East Wing South Hall MFP	810 S Walker Street	Burgaw	EQU4002	Konica Minolta	Bizhub C454e	FS534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	11224	Right Fax Connector
West Wing North Hall MFP	810 S Walker Street	Burgaw	EQU4008	Konica Minolta	Bizhub 454e	FS534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	6372	Right Fax Connector
West Wing Rm 108 MFP (E Gainey/A Gurganious office)	810 S Walker Street	Burgaw	EQU4009	Konica Minolta	Bizhub 454e	FS534 + RU-513 Finisher/DK 510 Enhanced Copy Desk	11254	Right Fax Connector
East Wing North Hall MFP	810 S Walker Street	Burgaw	EQU4011	Konica Minolta	Bizhub 454e	FS534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	2852	Right Fax Connector
East Wing North Hall 1 MFP	810 S Walker Street	Burgaw	EQU4012	Konica Minolta	Bizhub 454e	FS534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	11044	Right Fax Connector
East Wing North Hall 2 MFP(between bathrooms)	810 S Walker Street	Burgaw	EQU4013	Konica Minolta	Bizhub 454e	FS534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	3815	Right Fax Connector
West Wing North Hall 2 MFP (by bathrooms & mail station)	810 S Walker Street	Burgaw	EQU4014	Konica Minolta	Bizhub 454e	FS534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	5984	Right Fax Connector
West Wing MFP	810 S Walker Street	Burgaw	EQU4015	Konica Minolta	Bizhub 454e	FS534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	2208	Right Fax Connector
Day Care MFP-Back Trailer	810 S Walker Street	Burgaw	EQU4016	Konica Minolta	Bizhub 454e	FS534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	491	Right Fax Connector
West Wing North Hall 3 MFP	810 S Walker Street	Burgaw	EQU4017	Konica Minolta	Bizhub 454e	FS534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	2675	Right Fax Connector
Front Desk	810 S Walker Street	Burgaw	EQU4018	Konica Minolta	Bizhub 454e	FS534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	13906	Right Fax Connector
MAIN ENTRANCE / LEFT TURN AT DOUBLE DOORS / HALL	810 S Walker Street	Burgaw	EQU9389	Konica Minolta	Bizhub C3851FS	DK-P03 Copy Desk	4375	Right Fax Connector
Hampstead Annex MFP	15060 US Hwy 17	Hampstead	EQU3386	Konica Minolta	Bizhub 4750		602	Right Fax Connector
Hampstead Annex MFP	15060 US Hwy 17	Hampstead	EQU3978	Konica Minolta	Bizhub 4750	FS-P02 Finisher	304	Right Fax Connector
CSE STATE Printer	305 S Walker Street	Burgaw	EQU4138	Kyocera	FS-2100DN		714	
CSE STATE Printer	305 S Walker Street	Burgaw	EQU4167	Kyocera	FS-2100DN		2851	
Dorothy Beatty	810 S Walker Street	Burgaw	EQU4690	Kyocera	FS-2100DN		2022	
Kelli Anderson	810 S Walker Street	Burgaw	EQU4122	Kyocera	FS-2100DN		1595	
Pamela Henry-Smith	810 S Walker Street	Burgaw	EQU4124	Kyocera	FS-2100DN		1150	
Tammy Hatcher	810 S Walker Street	Burgaw	EQU4125	Kyocera	FS-2100DN		1100	
Bert Wilson	810 S Walker Street	Burgaw	EQU4126	Kyocera	FS-2100DN		0	
Cellia Pigford	810 S Walker Street	Burgaw	EQU4128	Kyocera	FS-2100DN		908	

**Pender County's Cost Per Copy Program
Request for Proposal**

Appendix A - Revised

Current Multi-Function and Printer Inventory List

W3	810 S Walker Street	Burgaw	EQU4130	Kyocera	FS-2100DN		1250	
Melony Malone	810 S Walker Street	Burgaw	EQU4133	Kyocera	FS-2100DN		0	
Patricia Walker	810 S Walker Street	Burgaw	EQU4143	Kyocera	FS-2100DN		163	
DSS Director	810 S Walker Street	Burgaw	EQU4144	Kyocera	FS-2100DN		486	
Samantha Nixon	810 S Walker Street	Burgaw	EQU4145	Kyocera	FS-2100DN		23	
Sherry Horrell	810 S Walker Street	Burgaw	EQU4146	Kyocera	FS-2100DN		2886	
Amanda Graham	810 S Walker Street	Burgaw	EQU4147	Kyocera	FS-2100DN		68	
Cathy Ingram	810 S Walker Street	Burgaw	EQU4148	Kyocera	FS-2100DN		831	
Food & Nutrition	810 S Walker Street	Burgaw	EQU4150	Kyocera	FS-2100DN		0	
Stephanie Summerland	810 S Walker Street	Burgaw	EQU4163	Kyocera	FS-2100DN		343	
Melinda Bradshaw	810 S Walker Street	Burgaw	EQU4164	Kyocera	FS-2100DN		570	
Nicole Maund	810 S Walker Street	Burgaw	EQU4165	Kyocera	FS-2100DN		889	
Aimee Watson-Green	810 S Walker Street	Burgaw	EQU4166	Kyocera	FS-2100DN		681	
Kristin Dombroski	810 S Walker Street	Burgaw	EQU4168	Kyocera	FS-2100DN		535	
Tonya Hooks	810 S Walker Street	Burgaw	EQU4169	Kyocera	FS-2100DN		772	
Adult Medicaid Supervisor	810 S Walker Street	Burgaw	EQU4170	Kyocera	FS-2100DN		1050	
Keisha Hooks	810 S Walker Street	Burgaw	EQU4182	Kyocera	FS-2100DN		153	
Leonora Corbett	810 S Walker Street	Burgaw	EQU4196	Kyocera	FS-2100DN		342	
Angelo Garcia	810 S Walker Street	Burgaw	EQU8611	Kyocera	ECOSYS P2040DW		379	
Aimee Watson-Green	810 S Walker Street	Burgaw	EQU8699	Kyocera	FS-2100DN		157	
Tax								
Main Tax Office	300 E Fremont Street	Burgaw	EQU3954	Konica Minolta	Bizhub C308	FS534 + RU-513 Finisher/DK 510 Enhanced Copy Desk/ DK-704 DUAL ARDF	2237	Right Fax Connector
Appraiser	300 E Fremont Street	Burgaw	EQU3993	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	205	Right Fax Connector
Tax collections PAST FRONT DOOR BEHIND COUNTER/Loane	300 E Fremont Street	Burgaw	EQU3987	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	1565	Right Fax Connector
TaxLaser2	300 E Fremont Street	Burgaw	EQU4121	Kyocera	FS-2100DN		377	
Marie Jackson	300 E Fremont Street	Burgaw	EQU4134	Kyocera	FS-2100DN		259	
TaxLaser1	300 E Fremont Street	Burgaw	EQU4189	Kyocera	FS-2100DN		893	
Sarah Pridgen	300 E Fremont Street	Burgaw	EQU4131	Kyocera	FS-2100DN		602	
TC-1	300 E Fremont Street	Burgaw	EQU4151	Kyocera	FS-2100DN		513	
Takia McIntire	300 E Fremont Street	Burgaw	EQU4152	Kyocera	FS-2100DN		368	
Tereca Crenshaw	300 E Fremont Street	Burgaw	EQU4153	Kyocera	FS-2100DN		430	
TC-2	300 E Fremont Street	Burgaw	EQU4154	Kyocera	FS-2100DN		312	
Back Room	300 E Fremont Street	Burgaw	EQU4172	Kyocera	FS-2100DN		11	
Kayla Southerland	300 E Fremont Street	Burgaw	EQU4173	Kyocera	FS-2100DN		0	
Sarah Pridgen	300 E Fremont Street	Burgaw	EQU4174	Kyocera	FS-2100DN		668	
Jo Woods	300 E Fremont Street	Burgaw	EQU4192	Kyocera	FS-2100DN		176	
Tourism								
Central MFP	106 E Wilmington Street	Burgaw	EQU4021	Konica Minolta	Bizhub C554e	FS534 WITH SD511 PLUS RU513 FINISHER/KMBS PK 520 HOLE PUNCH/KMBS PC 410 LCC CABINET - see new # A2XM019	604	Right Fax Connector
Tammy Proctor	106 E Wilmington Street	Burgaw	EQU7537	Kyocera	FS-2100DN		19	
Utilities								
WasteWater Treatment Plant	469 Quality Way	Wilmington	EQU6350	Konica Minolta	Bizhub 4750		263	Right Fax Connector
Clerks	605 E Fremont Street	Burgaw	EQU3977	Konica Minolta	Bizhub 4750	FS-P02 Finisher/PF-P12 Cassette	5938	Right Fax Connector
Public Utilities Office	605 E Fremont Street	Burgaw	EQU4004	Konica Minolta	Bizhub C454e	FS534 + RU-513 Finisher/KMBS PC 410 LCC CABINET - see new # A2XM019	4422	Right Fax Connector
Water Treatment Plant	289 Quality Way	Wilmington	EQU3998	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	781	Right Fax Connector
Hampstead Annex Receptionist	15060 US Hwy 17	Hampstead	EQU3999	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	1602	Right Fax Connector
Clerk's Office	605 E Fremont Street	Burgaw	EQU4140	Kyocera	FS-2100DN	PF-320 500 Sheet Feeder	1358	
Veteran Affairs								
Roy's Office	805 S Walker Street	Burgaw	EQU3997	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	333	Right Fax Connector
Hampstead Annex	15060 US Hwy 17	Hampstead	EQU3990	Konica Minolta	Bizhub C3850FS	PF- P13 Paper Feed Unit/DK-P03 Copy Desk	681	Right Fax Connector
Total Devices Requesting			164					

Pender County Cost Per Copy Analysis						
<u>Contract Term</u>	<u>Vendor</u>	<u>Projections</u>			<u>Savings Over Prior Contract</u>	
			Per Click	Total Spend	Contract Term	Annually
2011-2016	Coeco	B/W	0.0265	\$419,493		
		Color	0.0598	\$158,616		
		Total		\$578,109		
2016-2021	CopyPro	B/W	0.0237	\$376,913		
		Color	0.0419	\$103,711		
		Total		\$480,624	\$97,485	\$19,497.03
2021-2026	Systel-HP	B/W	0.0149	\$236,962		
		Color	0.0395	\$97,770		
		Total		\$334,732	\$145,892	\$29,178.31
	The Toner Exchange	B/W	0.01845	\$293,420		
		Color	0.036	\$89,107		
		Total		\$382,527	\$98,097	\$19,619.45
	CopyPro-Extension	B/W	0.0187	\$297,396		
		Color	0.041	\$101,483		
		Total		\$398,879	\$81,745	\$16,349.08
	Systel-KM	B/W	0.0189	\$300,576		
		Color	0.041	\$101,483		
		Total		\$402,059	\$78,565	\$15,712.94
	CopyPro-New	B/W	0.02365	\$376,118		
		Color	0.035	\$86,632		
		Total		\$462,750	\$17,874	\$3,574.83



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Travis Henley

DATE: January 4, 2021

SUBJECT: Consideration of a Purchase Order in the amount of \$85,950 for Hurricane Matthew Disaster Recovery Act Elevation and Repair Project.

SUMMARY:

The homeowner of 230 Keith Road, Currie was originally approved for federal disaster recovery funding through the Community Development Block Grant - Disaster Recovery program following Hurricane Florence. Prior to construction beginning, the homeowner's eligibility status changed such that the property was no longer eligible for inclusion in that program. Following this development, County staff sought other funding opportunities to accomplish the original scope of work that had been originally approved for this property, which included an elevated home. The property owner was referred to the Pender County Long Term Recovery Group while staff sought other funding avenues. Ultimately, the North Carolina Office of State Budget and Management agreed to modify Pender County's Disaster Recovery Act grant awards to include this property in the Hurricane Matthew DRA program. North Carolina Baptists on Mission, one of the groups involved in the Pender County Long Term Recovery Group, has agreed to take on this project.

Pursuant to North Carolina Office of State Budget and Management Notice to Proceed, Staff is requesting a purchase order in the amount of \$85,950, to be sourced from the Pender County Hurricane Matthew DRA fund and to the North Carolina Baptists on Mission.

Budget Account: 60-406409-6462

ATTACHMENTS:

1. Hurricane Florence Baptists on Mission Memorandum of Understanding
2. Notice to Proceed - NC OSBM - 230 Keith Road
3. Scope of Work - 230 Keith Road
4. Baptists on Mission MOU Exhibit A
5. Baptists on Mission MOU Exhibit B

MEMORANDUM OF UNDERSTANDING AND CONTRACT

Whereas, Pender County("County") has received approval of a Disaster Recovery Act Grant in the amount of Two Million Dollars (\$2,000,000.00) to provide assistance to Pender County residents in need of long-term housing repair or replacement; and

Whereas, **Baptist on Mission -Pender** ("Assistance Provider") is a non-profit housing assistance group who wishes to provide assistance to residents of Pender County in obtaining housing repair or replacement; and

Whereas, Assistance Provider and County have jointly established a Disaster Recovery Act Subcommittee as set forth on the attached Exhibit "A"; and

Whereas, Assistance Provider and County wish to streamline the process as set forth in Exhibit A;

NOW ASSISTANCE PROVIDER AND COUNTY DO HEREBY ENTER INTO THE FOLLOWING MEMORANDUM OF UNDERSTANDING AND CONTRACT:

1. Assistance Provider understands and agrees that it must comply with all terms of the DRA Grant and the procedures of the Subcommittee established in Exhibit A to receive Grant funds. Assistance Provider further understands and agrees that it is responsible for compiling and providing all documentation as set forth in Exhibit A, the terms of which are incorporated by reference.
2. Assistance Provider understands and acknowledges that funds will be distributed on a reimbursement basis and that if DRA Grant terms are not complied with that reimbursement will not be paid. Assistance Provider further understands and agrees that in no event shall County be responsible to reimburse provider more than Three Hundred Fifty Thousand Dollars (\$350,000.00) regardless of the amount of expense incurred. It shall be the sole responsibility of Assistance Provider to track its projects to ensure the maximum reimbursement amount is not exceeded, and the County bears no responsibility for tracking total expenditures. The County may, at the suggestion of the Subcommittee, reallocate Grant funds if necessary to maximize Grant funds. Such reallocation must be approved in writing by the Board of County Commissioners or their designee.
3. County agrees that it will promptly review documents submitted by the Subcommittee for reimbursement from the DRA Grant funds and, after review of said documentation for completeness will pay those funds to Assistance Provider which it determines to be eligible. In no event shall County be deemed responsible to pay funds for reimbursement should County determine the funds not to be eligible for reimbursement under the terms of the DRA Grant.
4. Assistance Provider agrees and acknowledges that if there is a change to the DRA Grant such that the funds which actually will be received by the County are insufficient to reimburse Assistance Provider, in whole or in part, that County will not

pay any reimbursement amount which is or will not be received. Assistance Provider understands and agrees this provision shall apply without regard to the cause of the change in the DRA Grant which will result in the full amount of reimbursement not being received.

5. As part of any housing repair or replacement, Assistance Provider shall require the Property Owner to execute the release attached as Exhibit "B", in addition to other document required by the State or County.

This the **29th**, day of **November, 2019**

For PENDER COUNTY:

By: 
Signature

Name: Chadwick W. McEwen
Type

Title: County Manager

For ASSISTANCE PROVIDER:

By: 
Signature

Name: **Mike Moser, Site Coordinator - Pender
Baptist on Mission - Pender**

**N.C. OFFICE OF STATE BUDGET & MANAGEMENT
DISASTER RECOVERY SECTION**

NOTICE TO PROCEED

Owner: N.C. Office of State Budget & Management-Disaster Recovery Section as
Program Manager for N.C. Division of Emergency Management

Project: Lloyd - 230 Keith Rd Currie NC
OSBM-DR Job Number 17-F-PEN-REH-0080

Contractor: Baptists on Mission
c/o Mike Moser

Date: October 14, 2020

Notice is hereby given to the Contractor to commence work on one (1) Single Family Elevated Rehabilitation/repair project in Pender County as set forth pursuant to Contractor's bid proposal of eighty-five thousand nine hundred fifty dollars (\$85,950.00) dated October 12, 2020. Contractor shall commence mobilization, obtain any required building permit(s) from the local authority having jurisdiction, and will work with our office to schedule a preconstruction meeting with the homeowners and County as soon as possible. Contractor shall also submit to Richard Trumper, OSBM-DR Senior Construction Manager, proof of the required insurance prior to the actual start of any construction work at any project site.

The contract will have a start date of Monday, October 19, 2020, but the completion dates will be no later than one hundred twenty (120) business days from the start date.

If you have any questions, please give the undersigned a call.

By 
Durwin P. Jones
OSBM-DR General Counsel & Deputy Director
Office: 964 - 236 -0733

Homeowner: 
Woodrow Lloyd

BAPTISTS ON MISSION

October 12, 2020

Richard Thumper, OSBM
Daniel Adams, Pender County Flood

CC: h.florence.pender@ncmissions.org, Michelle Green, PLTRG
From: Mike Moser, Baptist on Mission - Pender

Ref: DRA Request for Funds for Home Elevation for
Woodrow Lloyd, 230 Keith Rd, Currie NC 28425

Engineering by The Adams Company	\$ 600
VHBM dba Coastal Foundations, Lifting of home up to 8 ft	\$ 12,000
VHBM dba Coastal Foundations (concrete piers – not enclosed)	\$ 26,200
Elevator by Liftavator (based on Littleton job) (for access with 8+ feet of elevation)	\$ 18,950
Deck for HVAC, Elevator & steps	\$ 4000
Roof replacement by DL Jordan	\$ 4200
Interior repairs: Floors, finish drywall, Kitchen, Bath, Electrical reinstall panel, receptacles, Windows	\$20,000
Total Grant Request	\$ 85,950

The elevator is not a requirement for the elevation but Mr Lloyd is 75 years old and may soon not be physically capable of using the steps. The height of elevation may exceed what is feasible for a handicap ramp.

Mike Moser, Site Coordinator
Baptist on Mission – Pender
h.florence.pender@ncmissions.org
Cell #910-473-2911



**Pender County Long Term Recovery Group
Construction Committee
Disaster Recovery Act (DRA) Subcommittee**

Purpose

- To serve as a liaison between the members of the Construction Committee and the Pender County Department of Planning and Community Development (County).
- To help ensure DRA funds are distributed equitably and administered according to grant guidelines.

Design

The five member organizations involved in owner-occupied rehabilitation in Pender County (Cape Fear Habitat for Humanity, DART-ILM, NC Baptist on Mission, United Methodist Committee on Relief, Wilmington Area Rebuilding Ministry) have adequate infrastructure including thorough application processes and qualified personnel to complete cost estimates, project management, and construction. These organizations also have substantial waiting lists.

The design of this subcommittee utilizes a self-policing model to minimize additional administrative efforts while achieving goals of the DRA. The structure will allow the member organizations to continue their good work with their own internal processes. The subcommittee will collect and review the proposals and other documentation from each organization to ensure their compliance with DRA before submittal to the County.

This is not a selection committee; applications will not be accepted directly from individuals. Only one of the five rebuilding organizations may submit an application for DRA funding. Individuals must apply through one of the members.

To the extent possible, the responsibility of selection, documentation, and program implementation rests with the member organization; the subcommittee's role is to provide administrative support required to fulfill the grant requirements. The subcommittee will not provide technical assistance or oversight, ensure quality control, monitor progress, or provide administrative support beyond what is required to liaise with the County.

The committee has seven voting seats, one representative from each of the following:

1. Co-chair of PLTRG
2. Unmet Needs Committee
3. Cape Fear Habitat for Humanity
4. DART-ILM
5. NC Baptist on Mission
6. United Methodist Committee on Relief
7. Wilmington Area Rebuilding Ministry

Process

The intent of the DRA is to address unmet needs. As organizations select applicants to submit for DRA funding, they are encouraged to choose those that do not qualify for other sources of funding. Organizations are strongly encouraged to select homes located outside of the 100-year floodplain. Homeowners who receive DRA assistance are required to maintain flood insurance for the life of the home and comply with other floodplain regulations.

To submit a homeowner for DRA funding:

1. Organization submits the following once
 - a. IRS 501c3 letter
 - b. Certificate of Insurance
 - c. MOU between County and Assistance Provider
2. Organization completes internal application process, assessment, and detailed cost estimate.
3. Organization submits 2-3 proposals at a time using member organization forms. Deadline for submitting proposals will be two business days before scheduled DRA Subcommittee meeting; DRA Subcommittee meetings will be announced to members at least three weeks in advance.
 - a. Attachment 1 – Project Summary and Photos
 - b. Attachment 2 -- Organization Application
 - c. Attachment 3 – Scope of Work
 - d. Attachment 4 – Cost estimate
 - e. Attachment 5 – Agreement to Release and Indemnify
 - f. Attachment 6 – Proof of Income
4. DRA Subcommittee reviews proposals at open meeting with the following considerations:
 - a. All DRA requirements are met; DRA Subcommittee will ensure all documentation is enclosed and return proposal to organization if items are missing.
 - b. Ensure homes are spread out geographically; DRA Subcommittee will identify underrepresented areas and encourage organizations to present proposals from those areas in next round of reviews.
5. DRA Subcommittee presents all completed proposals to County after each review meeting. After County approval, each organization will be notified that the scope of work has been accepted and funding has been approved and construction can begin.
6. After construction has been completed, organization submits a reimbursement package to DRA Subcommittee including:
 - a. Invoice cover sheet totaling all expenses
 - b. All receipts and paid invoices supporting total on invoice
 - c. Release of Liens signed by any paid contractors
 - d. Any other documents necessary that may be requested of the County or State to assure reimbursement.
7. If all documents are enclosed, DRA Subcommittee will submit reimbursement package to Pender County; Pender County will reimburse organization directly. No funds will be handled by the LTRG.
8. The DRA Subcommittee will assist the County as needed with reports as necessary to satisfy the grant parameters.

STATE OF NORTH CAROLINA

COUNTY OF PENDER

AGREEMENT TO RELEASE AND INDEMNIFY
COUNTY OF PENDER

Woodrow Lloyd

This Agreement by and between ~~[INSERT HOMEOWNER NAME]~~
(hereinafter referred to as "Property Owner") and the County of Pender, a county
corporation organized under the laws of the State of North Carolina (hereinafter referred
to as "County");

WITNESSETH:

WHEREAS, Property Owner is the owner of property located at ~~INSERT~~ 230 Keith Road,
~~PROPERTY PHYSICAL ADDRESS~~ Currie, 28435 and

WHEREAS, in consideration of the issuance by the County of Disaster Recovery
Assistance repair/replacement grant pursuant to the Grant Agreement executed between
Pender County and the State of North Carolina for the repair or replacement of homes
damaged by Hurricane Florence and in consideration of the terms of said Grant, the
parties hereby agree as follows:

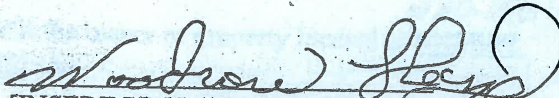
1. Property Owner hereby authorizes the County and the County's contractor
to enter on the property located at the address listed above for the purpose of undertaking
the repair work identified in Attachment "2 - Scope of Work" attached hereto and
incorporated herein by reference. The Property Owner understands and agrees that the
County makes no warranty or representation concerning the repair work, but such work is
being undertaken to address a problem that poses an immediate threat to the health and
safety of the occupants. The County shall be responsible for payments to the contractors
for work performed for the actual cost of such work.

2. To the fullest extent permitted by law, the Property Owner shall release,
indemnify, keep and save harmless the County, its agents, officials, and employees from
any and all responsibility or liability for any and all damage or injury of any kind or
nature whatever (including death resulting there from) to all persons, whether agents,
officials, or employees of the County or third persons, and all property proximately
caused by, incident to, resulting from, arising out of or occurring in connection with the
repairs to the Property Owner's property located at the address above made pursuant to
the Disaster Recovery Assistance grant (or by any person acting for the Property Owner
or the County or to whom the Property Owner or the County is alleged to be in any way
responsible), whether such claim is based in whole or in part on contract, tort (including
alleged active or passive negligence or participation in the wrong) or upon an alleged
breach of any duty or obligation on the part of the County, its agents, officials or
employees.

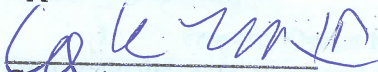
3. The provisions of this Agreement shall include any claims for equitable relief or for damages (compensatory or punitive) against the County, its agents, officials, and employees, and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the County, its agents, officials and employees, in connection with investigating any claim or defending any action and shall also include reasonable attorney's fees by reason of the assertion of any such claim against the County, its agents, officials or employees.

4. The intention of the Property Owner is that this release and indemnity be broadly construed and applied in favor of the County.

IN WITNESS WHEREOF, the Property Owner and the County have caused this Agreement to be duly executed in their respective names and on their behalf on this the 9th day of September, 2020.

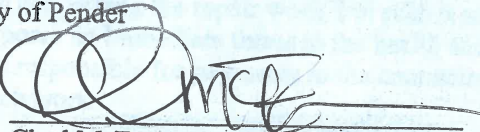

[INSERT PROPERTY OWNER NAME], Property
Owner Woodrow Lloyd

Approved as to form:


County Attorney

County of Pender

By:


Chad McEwen, County Manager



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Travis Henley
DATE: January 4, 2021
SUBJECT: Hurricane Florence Hazard Mitigation Grant Program Expedited Acquisition Project - Establishment of Just Compensation #5.

SUMMARY:

Pursuant to Pender County's grant agreement for the Hurricane Matthew (DR-4285) Hazard Mitigation Grant Program and the signed professional services contract with C. Nathan King and Associates, the County has received the following appraisal. The contract appraisers have certified that the properties listed below have been appraised in accordance with State law, Uniform Standards for Professional Appraisal Practice (USPAP) guidelines, and HMGP program guidelines. Staff has copies of said appraisal reports in its possession and, in reviewing them, found them to be accurate and reliable.

Staff request that Just Compensation be established by the Pender County Board of Commissioners for the following properties: 106 Old River Acres EXT and adjacent vacant parcel, identified by Pender County PIN 3247-72-5460-0000 and 3247-72-6297-0000.

Budget Account: 60-407441-6467

ACTION REQUESTED:

To consider a request to establish just compensation for one residential property and adjacent vacant parcel as part of the Hurricane Florence Hazard Mitigation Grant Program Expedited Acquisition Project.

ATTACHMENTS:

1. Formal Resolution Establishing Just Compensation for Selected Real Property in Pender County's Hurricane Florence Hazard Mitigation Grant Program Expedited Acquisition Project.

**RESOLUTION ESTABLISHING JUST COMPENSATION FOR SELECTED REAL
PROPERTY IN PENDER COUNTY'S HURRICANE FLORENCE HAZARD MITIGATION GRANT PROGRAM**

WHEREAS, it has been certified by C. Nathan King and Associates as the County's contract appraisers for the Hurricane Florence Hazard Mitigation Grant Program (HMGP) that all properties listed below have been appraised in accordance with State law, Uniform Standards for Professional Appraisal Practice (USPAP) guidelines, and HMGP program guidelines; and

WHEREAS the County has copies of said appraisal reports in its possession that have been reviewed and found to be accurate and reliable;

THEREFORE BE IT RESOLVED, that Just Compensation is hereby established by the Pender County Board of Commissioners, for the following parcels:

Owner Name	Parcel Identification Number (PIN) of Parcel to be Acquired	Street Address	Established Fair Market Value
Mark and Barbara Thrift	3247-72-5460-0000 & 3247-72-6297-0000	106 Old River Acres EXT	\$229,000

This _____ day of _____, _____.

Board Chairman: _____
George Brown

Clerk to the Board: _____
Melissa Long



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Travis Henley

DATE: January 4, 2021

SUBJECT: Consideration of the Selection and Contract Award to Ardurra for Consulting and Management Services for Pender County Emergency Watershed Protection Program Round 2.

SUMMARY:

The Emergency Watershed Protection (EWP) Program, a federal emergency recovery program, helps local communities recover after a natural disaster strikes. The program offers technical and financial assistance to help local communities relieve imminent threats to life and property caused by floods, fires, windstorms and other natural disasters that impair a watershed. In this case, damages caused by Hurricane Florence allowed Pender County to apply for and receive EWP funding to address multiple projects across the County. Due to the size of Pender County's application, the project was split into separate rounds for the purposes of organization and funding. The first round of the project was approved in late-2019, and the Board of Commissioners approved a Budget Ordinance Amendment related to Round 1 at their December 2, 2019 meeting. Round 2 was funded in Spring 2020, and that round's Budget Ordinance Amendment was approved at Board of Commissioner's June 15, 2020 meeting. The EWP Program in Pender County overall is fully funded by a combination of the federal EWP grant and a separate state-level grant that fully covers the otherwise-required local match for EWP funds.

Due to the complexity of the project and availability of administrative funding, Staff recommended that the County seek qualified firms or individuals to assist in implementing the EWP program. Through the RFP process, Ardurra was selected to provide these services for Round 1 at the December 2, 2019 meeting of the Pender County Board of Commissioners in accordance with the grant agreement for Round 1 of the Pender County EWP program in the amount of \$85,115.00.

The funding for Round 2 of Pender County's EWP program also included additional funds for administrative costs, and Staff is again recommending that the County seek qualified firms or individuals to assist in implementing the EWP program. Due to the

separate rounds of the project, an additional Request for Proposals was issued for consulting services on October 21, 2020 specific to the Round 2 projects in accordance with all applicable county, state, and federal guidelines. This initial RFP was extended up to November 17, 2020 due to questions, and ultimately only one firm responded to this RFP. Therefore the RFP was reissued on December 2, 2020 and closed on December 16, 2020. In addition to a resubmittal by the first responding firm, an additional firm submitted a proposal for Staff's consideration. Staff received interest from a third firm, but that firm ultimately did not submit a proposal.

Upon review by Planning and Finance staff, it has been determined that Ardurra's knowledge, qualifications, experience, and overall understanding of the project best meets the scope of the request and are being recommended for selection and award to execute the Round 2 EWP program for Pender County. Additionally, they have direct experience working with Pender County and other counties on the same program and are knowledgeable about the intricacies of it, as well as having relationships with State NRCS and USDA staff.

Along with selection, it's being requested that the Board consider the contract award and Purchase Order with Ardurra to begin Round 2 of the project, while Round 1 is already underway. The initial agreement and Purchase Order is being requested to include \$117,595.00, which is in accordance with grant agreement for Round 2 of the EWP Program as well as board-approved Budget Ordinance Amendment for the EWP project, to complete the Scope of Work items 2-9 as the DSR's have been completed for the initial projects. The overall project budget for Round 2 is \$1,295,844.00 with \$1,178,040.00 going towards Construction Costs and \$117,804.00 going towards Development/Management Costs.

ACTION REQUESTED:

To consider and select Ardurra and approve associated Purchase Order for Development/Management Services for Round 2 of the Pender County EWP Program.

ATTACHMENTS:

1. Round 2 EWP RFP Issued December 2, 2020
2. Ardurra Proposal Packet
3. Evaluation Review Summary

**Pender County North Carolina
Request for Proposals (RFP) # 201202-116
Emergency Watershed Protection-
Management/Consulting Services**



Proposal Timeline:

Date Issued: Wednesday, December 2, 2020

Pre-Proposal Conference: None

Deadline for Submittal of Questions: Wednesday, December 9, 2020 at 5:00 p.m. EST

Answers to Questions: Friday, December 11, 2020

Deadline for Submittal of Proposals: Friday, December 16, 2020 at 2:00 p.m. EST

Selection and Award: Monday, January 4, 2021

Sole Point of Contact for Communications Regarding this RFP:

Travis Henley, Planning and Community Development Director

Phone: 910-259-2110 | Fax: 910-259-1404 | Email: thenley@pendercountync.gov

Pender County, North Carolina
RFP for EWP Management/Consulting Services

Page 1 of 45

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NOTE:

This is a re-advertisement of RFP # 201021-110 due to an insufficient amount of responses.

SECTION 1: INTRODUCTION

SECTION 1: INTRODUCTION

A. PURPOSE

There are several incorporated municipalities within the County including but not limited to: Burgaw, St. Helena, Atkinson, Wallace, Watha, Surf City and Topsail Beach. Any or all of the incorporated municipalities in the County may participate in the Terms and Conditions of the resulting contract. It is the intent of Pender County to allow local governments and other governmental agencies within its jurisdictional boundaries to utilize the contract by entering into a Cooperative Purchasing Agreement.

B. BACKGROUND

Pender County was formed in 1875 and now has a present land area of approximately 871 square miles. The County serves a population of approximately 61,000 citizens according to 2019 US Census data. Due to the geographic location of the County, natural disasters such as hurricanes and watershed flooding events occur periodically within the County.

The Pender County Planning and Community Development Department intends to select a qualified Consultant to help the Planning and Community Development Department respond to emergency, or non-emergency, work performed through the USDA-Natural Resources & Conservation Service (NRCS), Emergency Watershed Protection Program. Municipalities may receive assistance from the EWP Program when sudden watershed impairment occurs that creates an imminent threat to life or property. An eligible project sponsor must be a legal subdivision of State government of State Agency or Native American Tribe or Tribal Organization. The project sponsor must also have the legal capacity, or responsibility for the areas threatened by a watershed emergency. Pender County is identified as the sponsor of this contract and EWP program.

The EWP program provides recovery assistance for undertaking emergency measures for repair and restoration of eligible sites. This can include slope and streambank stabilization of eligible properties. Eligible recovery measures include practices that conform to all applicable statutes, regulations, and Executive Orders. The EWP Program helps project sponsors implement emergency recovery measures to relieve imminent hazard to life or property created by a natural disaster or man-made disaster. Such hazards often cause sudden impairment of a watershed. EWP technical and financial assistance may be available to sponsors when:

- 1.The President declares an emergency under the Robert T. Stafford Disaster Relief and Emergency Assistance Act
- 2.The Secretary of Agriculture declares a drought emergency.

SECTION 1: INTRODUCTION

3. An appropriation of funding via other Federal or State Programs

Recovery from flooding and watershed disaster events may potentially be addressed by other federal programs such as the Federal Emergency Management Agency (FEMA) Public Assistance (PA) guidelines. The Planning and Community Development Department anticipates that the EWP contract may be implemented in concert with ongoing FEMA PA Grant reimbursement programs presently underway with the County. These two programs must not conflict with one another in the recovery process or result in simultaneous funding from both programs. It is essential that the Consultant selected for this contract has a thorough and demonstrated knowledge of the FEMA PA Grant process, and can provide the guidance to the County to prevent duplication of benefits from occurring by these programs.

C. GENERAL INFORMATION

As permitted in [G.S. 143-64.32](#), Pender County will exempt itself from the Mini Brooks Act ([G.S. 143-64.32](#)) for the EWP Projects.

The RFP may be advertised on one or more State Procurement websites so that it is open and competitive for all interested qualified firms. In addition, the RFP is advertised on the Pender County Government website at www.pendercountync.gov. To find this, select *I Want To – View All Open RFPs and Bids* from the ribbon on the top of the webpage, and then select the RFP for *Emergency Watershed Protection Management/Consulting Services*.

When responding to this RFP, please follow all instructions carefully and exactly as directed. Respondents should not deviate from required format, quantity, or content specified in the RFP. Please submit proposal contents according to the outline specified in Section 2.C Proposal Format Requirements. Also, interested parties should submit documents according to the instructions contained in Section 2.B, Proposal Submission Requirements, and elsewhere in this RFP. Failure to follow these instructions specifically as instructed, may result in a proposal being considered non-responsive and may be eliminated from consideration. Respondents are also advised not to provide brochures, marketing, advertising, or any other unspecified promotional materials in addition to required information that is specified.

Negligence or error on the part of any offeror in preparing its proposal confers no right of withdrawal or modification of their bid after the designated submittal deadline.

Failure to return the required documents and information specified in this RFP may result in a determination that the proposal is non-responsive. All costs associated with preparing a proposal, including any mailing costs, publishing cost, etc. will not be reimbursed by the County.

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

A. GENERAL REQUIREMENTS

- Direct contact with any employee of the County regarding this contract, other than the designated individual, is expressly forbidden. Violation may result in a determination that your firm is ineligible for consideration for award.
- All proposals must be signed by an officer or employee having the authority to sign on behalf of the firm or bind the firm legally.
- Any interlineations, alterations, or erasures of submitted materials must be initialed by the signer of the proposal.
- The Terms and Conditions in this RFP shall supersede any Terms and Conditions offered. Any additional conditions or modifications to the Terms and Conditions that an offeror intends to be considered must be submitted as part of the proposal and be indicated on Attachment A: Proposal Form. Such exceptions may result in the proposal being determined non-responsive.
- Submission of a proposal by the offeror is not to be construed as an award or order.
- The firm must show evidence that it is registered, and in good standing with the North Carolina Board for Licensing of Professional Engineers.
- The firm must show capability and experience performing civil engineering, structural engineering, geological, and marine/coastal engineering. This experience should demonstrate expertise in: engineering evaluations, engineering design, construction administration, construction management, and construction materials testing, and construction documentation.
- The firm should demonstrate familiarity with geotechnical lab test methods, geotechnical field test methods, nuclear density test methods, and criteria for borrow evaluation of granular aggregate fill.

B. PROPOSAL SUBMISSION REQUIREMENTS

The County will receive proposals until Friday, December 16th, 2020 at 2:00 PM, Eastern Standard Time, at the address below. At that time, the County will close the receipt of proposals and begin the evaluation process. Proposals received after the submittal deadline **will not be accepted or considered**. The time of receipt shall be determined by the time clock in the Pender County Planning and Community Development Department. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal package prior to the stated submittal deadline. Late submittals of RFPs will not be considered for any reason whatsoever.

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

Submitting firms should submit one package containing: (1) original and four (4) exact copies of complete proposal packages along with one (1) electronic PDF version of the proposal in its entirety saved on a USB drive. All proposal packages must be submitted in a sealed package and clearly identified with: proposal name, RFP number; offerors name and address, and the date and time of the submittal deadline clearly marked on the outside of the package. Proposal packages shall be delivered (FedEx or UPS) to:

Pender County Planning and Community Development
805 S. Walker Street
Burgaw, NC 28425
Attn: Travis Henley, Director

It is solely the offeror's responsibility to ascertain that they have received all required and necessary information, documents, and addenda prior to submitting a response and to ensure that the response is received at the correct location on time.

C. PROPOSAL FORMAT REQUIREMENTS

To facilitate the analysis of proposals, offerors should prepare their proposals according to the instructions outlined in this RFP and in the order presented below. Proposals should be prepared as simply as possible with straightforward, concise narratives to demonstrate an understanding of the project and services required by the County. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant but not applicable to the categories below may be provided as an appendix to the proposal.

Submitted proposals should be organized into the following sections:

1. Letter of Transmittal

The letter should, at a minimum, acknowledge the offeror's intent to provide timely and professional services to the County and identify the offeror's main point of contact for any communications regarding the submitted proposal.

2. Executive Summary

Provide a brief narrative that summarizes the proposal and addresses the key benefits, qualifications, and capabilities of the offeror.

3. Company Profile

Provide a description of the firm's history, ownership, business organization, financial status, overall qualifications, products or services offered, and any relevant licenses held, if applicable.

- o Provide evidence of registration and good standing with the North Carolina Secretary of State and State Boards governing applicable professional services required. In the case of out-of-state corporation,

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

provide a Certificate of Authority as evidence of ability to do business in North Carolina.

- o Describe the overall capability of the offeror to fully perform the contract requirements and the moral and business integrity and reliability which will assure the County of good faith performance as required by these specifications.

4. Understanding and Approach

Provide a description of the offeror's understanding of the requirements contained in the Scope of Work described in this RFP. This section should, at a minimum, address the following:

- o Expression of the offeror's understanding of the services requested and demonstrated knowledge working on slope restoration projects.
- o Offeror's knowledge of the County physiographic differences and geographic features, and how these influences completing exigent civil-construction projects.
- o A detailed description of the offeror's intended approach to providing the services identified in the Scope of Work.
- o A list of all major tasks to be performed by the offeror and the deliverable products associated with each task. Also include information regarding the timelines associated with the delivery of required tasks.
- o Ability and flexibility to meet the County's needs; responsiveness under short notice, and estimated response times to the Planning and Community Development Department office location when notified in emergency situations
- o Understanding of the content of Damage Survey Reports (DSRs) used in the EWP planning process and experience preparing DSRs
- o Experience obtaining right-of-entry, easements, and access agreements with private property owners, corporations, and non-profits.
- o Understanding of federal/state environmental laws including but not limited to: Clean Water Act, 401 Water Quality Certification, US Army Corps Section 404, Identification of Endangered species, and Coastal Area Management Act.

5. Key Personnel

Identify all key personnel who will be assigned to the resulting contract and their role on the offeror's team. Describe each individual's experience history, relevant licenses and/or certifications, relevant association memberships, and overall credentials related to the requested services. Also identify all subcontractors/sub consultants who will support the work performed under the resulting contract and define their roles. Respondents must include an organization chart that clearly identifies personnel assigned to this project and their roles. The organization chart

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

must clearly illustrate the proposed lines of communication between proposed team members and the County management.

The RFP should clearly identify personnel with EWP consulting/management experience, examples of their experience, and their proposed role for this contract. The RFP should clearly identify the office location that such personnel are stationed, and their estimated travel to the Pender County Administration Office, if emergency travel is required during execution of any task order.

6. Past Experience

Summarize the Respondent's overall past experience providing EWP consulting/management services, number of contracts (current and past); identify percent completed, NRCS EWP program familiarity, and detailed information regarding previously completed EWP projects. Related projects that were similar in size and scope completed for other government agencies with comparable requirements, may be submitted in lieu of EWP projects, but may be weighted less.

7. References

Submit a completed Attachment B: References Form. Offerors should include at least three references for similar services provided within the past 10 years, with at least one reference specific to performance and execution of an USDA-EWP contract for similar services.

8. Price Proposal

Submit a completed Attachment C: Price Proposal.

- o Offeror shall provide the total cost to perform the services and a detailed cost breakdown. The cost breakdown shall identify separately the offeror's cost per hour, hours anticipated to accomplish each task, and the total cost associated with each service/task identified in the Scope of Work.
- o The hourly cost shall be all-inclusive including subsistence, hotel and other cost(s) associated with housing staff for the project. Mobilization and de-mobilization cost will not be compensated and should be included in the hourly rate.
- o Services provided during the response and recovery phase of a disaster event shall be paid based upon the hourly rate provided on Attachment C: Price Proposal, unless otherwise negotiated at the time of request.

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

- o The hourly rate provided on Attachment C: Price Proposal shall also be applicable to any additional work that may be requested beyond that which has been specified in this RFP.
- o Travel time to the project work sites is not a billable period of time unless authorized by the contract terms and conditions.
- o Offerors price should demonstrate how they will be able to execute the project within the confines of the EWP program with none to minimal cost to the County.

D.

1. Other Required Forms

Submit a completed and signed copy of the following forms (provided as part of this RFP):

- o Attachment A: Proposal Form
- o Attachment B: References
- o Attachment C: Price Proposal
- o Attachment D: Offeror's Certification Form
- o Attachment E: Certification Regarding Lobbying
- o Attachment F: Vendor Application Form and W-9 Form
- o Attachment G: Sample Contract for the Provision of Services

E. SIGNATURES

An original signature by an authorized officer of the firm is required on each required form submitted in the required Original version of the proposal submittal package. Please include evidence of signatory's authority to bind the firm in the proposal.

F. ADDENDA

Changes or supplemental instructions to this RFP will be issued in the form of written addendum. All addenda will be posted online along with this RFP. It is the offeror's responsibility to check for addenda prior to the proposal submittal deadline to ensure that all addenda are received. The County posts all solicitations and related addenda on the Pender County website (<http://www.pendercountync.gov/public-notices/open-rfps-and-bids/>). All addenda issued in conjunction with this RFP must be acknowledged on Attachment A: Proposal Form.

G. PRE-PROPOSAL CONFERENCE

No pre-proposal conference is planned for this RFP.

H. EVALUATION OF PROPOSALS

Proposals will be evaluated by an appointed Selection Committee according to the evaluation criteria described in this section. Only submittals that are deemed responsive

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

to these criteria from offerors deemed responsible will be evaluated and eligible for award.

The information provided in each proposal will be evaluated according to the following criteria:

- Demonstrated understanding of the project scope and approach to providing the requested services, and understanding of the USDA/NRCS EWP Program
- Unique capability of the firm to provide the requested services
- Demonstrated experience successfully providing similar services in the past to the USDA-NRCS EWP Program and staff
- Experience working with Planning and Community Development Departments, Emergency Management Departments, FEMA, USDA-NRCS staff, County, and municipal governments
- Specialized experience, qualifications, and demonstrated knowledge of the offeror's key personnel
- Availability and accessibility to respond on short notice to project sites in Pender County, and for face-to-face meetings on an as-needed basis
- Ability to respond quickly for emergency floodplain, watershed management, or civil construction issues
- Price and timeframe for completion of services and tasks
- Completeness of the proposal and inclusion of all requested information

The County may initiate discussions/interviews with all or selected offerors. Once discussions/interviews are complete, the County may again make a determination regarding whether an offeror is responsible. The County will conduct negotiations with offerors being considered for selection and may obtain Best and Final Offers (BFOs) prior to award.

I. AWARD OF CONTRACTS

The County will award a contract to one (1) offeror from all proposals submitted that is deemed to be fully qualified and best suited to provide the required services, as determined solely by the County, taking into consideration price and the evaluation factors set forth in Section 2.G, Evaluation of Proposals. No other factors or criteria shall be used in the evaluation of proposal or selection.

At the County's sole discretion, the County reserves the right to take the following actions in connection with this RFP:

- To request additional information from any or all offerors
- To judgmentally select the successful bidder and agreement that best meets the needs of the County

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

- To reject any or all proposals if it determines that proposals are not responsive to the RFP
- To reject any or all proposals if it determines doing so to be in the best interest of the County
- To reconsider any proposal submitted at any phase of the procurement
- To meet with select offerors at any time to gather additional information
- To have discussions with those offerors that it deems to fall within a competitive range
- To enter into negotiations separately with offerors
- To award a contract, based on initial offers received, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties.

The County shall not be deemed to have finally selected an offeror until a contract has been successfully negotiated and signed by both parties.

SECTION 3: SCOPE OF WORK

SECTION 3: SCOPE OF WORK

A. GENERAL REQUIREMENTS

To facilitate construction and complete exigent projects, the Consultant will serve as the primary consultant to the Planning Director or his assigned delegates. The Consultant will provide consultation, technical assistance, engineering and planning support, bid procurement, contractor selection, bid tabulations, contract award, scheduling contractors, coordination of contractors, monitoring/inspecting work in progress, inspection and certification of completed work, documentation of contractor progress, review of testing results, borrow evaluation, preparation of progress reports and final reports, management of payment request, determining consistency and adherence to project plans & specifications, certification of projects, and project close-out for EWP task orders. Duties/tasks will include but not be limited to the following:

1. Damage Survey Reports (DSR): Assist the Planning and Community Development Department with identifying eligible sites and preparing SDRs; conduct site visits and capture damages; interview property owners and provide programmatic description/details of the EWP Program; review available mapping (GIS, topographic, aerial) for providing site descriptions; discuss eligibility requirements and right-of-entry with owners; prepare SDRs and forward to NRCS; assist County Soil & Water Conservationist with preparation of grant requests and task authorizations.
2. Easement Assess/Right-of-Entry: Assist the Planning and Community Development Department with gaining access authorization to sites placed on the EWP Eligible Site Inventory list.
3. Title Searches/Land-Ownership: Assist County Soil & Water Conservationist and legal counsel with title searches and verification of land ownership; assist with identification/ location of easements, and other hindrances to title.
4. Contract Administration, Bid Solicitation, and Contractor Selection Support: Provide Planning Director with guidance on developing project Scopes of Work; assist NRCS as needed with technical support, engineering recommendations, RFP development, bid solicitations, bid advertisement, bid evaluation/tabulation, contractor procurement, bid award, and guidance with executing contracts that are compliant with NRCS and 2 Code of Federal Register (CFR) requirements.
5. Inspections/Construction Documentation: During construction on all exigent sites, the Consultant or County will provide a qualified construction inspector to document the construction process and to assure that the work performed is consistent with the project Plans & Specifications prepared by USDA; observe and

SECTION 3: SCOPE OF WORK

notate testing results and communicate with the Contractor CQC/CQA consultant; in the event of deviation from the project plans, the Consultant will notify NRCS and the County immediately.

6. Contract Management: The Consultant will assist the County with managing contract cost accounting. The Consultant will review task order budgets, monitor contractor invoicing, and track project costs to assure that budgets are maintained. The Consultant will provide the County and NRCS with authorization to release payment for work completed that is determined to be complete and performed in accordance with project plans and specifications.

7. Reports/Meetings:

Inspection reports will be prepared by the Consultant on a daily basis. A 5-Day Report will be prepared each week and submitted to the County and NRCS; deviations to scope of work, costs, or schedule will be noted in the 5-Day Report.

A Final Report will be prepared at the conclusion of each completed project and submitted to the NRCS within the time period prescribed by the contract.

Other reports and progress updates may be required by the County or NRCS as needed. Periodic meetings may be required by the County or NRCS to be held at office locations defined by the contract or Statement of Work developed for each project. The Consultant shall attend meetings as requested by the County or NRCS.

8. Engineering Support: The County or NRCS may require the Consultant to perform periodic review of project engineering plans and specifications that are prepared by NRCS. NRCS may request design input, recommendations, analysis, or guidance on project designs on an as needed basis.
9. Training/Preparedness Meetings with Civil Contractors: The Consultant will be expected to work closely with the County and NRCS to conduct meetings as required for safety, slope/streambank restoration techniques, scope or contract changes, contracting/payment specifications, dispute resolution, or other subjects.
10. New Technologies: The Consultant shall provide the County and NRCS advice, guidance, and recommendations on new technologies that may be, or may become available during the contract period that could be utilized during execution of exigent contract work.

SECTION 3: SCOPE OF WORK

- **Manpower Support**
 - Consultant must provide one individual to serve as Project Manager and function in the capacity described above. If the Respondent is selected based on an employee expected to be hired and that employee is not hired, the agreement may be null and void. Any changes in personnel by the Consultant must be approved by the Director of Planning.
 - Weekly coordination of work assignments will be required. While the Planning and Community Development Department is the place of daily duty to coordinate in person, work requirements will dictate the location of any actual in-person interaction.
 - During completion of exigent projects, the Consultant's Project Manager and/or staff may be required to be onsite full-time until the exigent project is stabilized or restored to functional order. Pender County will not reimburse the Consultant for such expenses or provide shelter or food during completion of the exigent projects.

While general insurance is required, the Consultant is also required to carry professional insurance or environmental liability insurance because of the nature of this work. Additional information regarding insurance requirements of the Contractor can be found in Attachment G: Sample Contract for the Provision of Services, Item I-15, Insurance. A Certificate of Insurance will be required of the awarded vendor that complies with the requirements outlined in Attachment G and names the County as an additional insured.

SECTION 4: GENERAL TERMS AND CONDITIONS

SECTION 4: GENERAL TERMS AND CONDITIONS

A. CONTRACTUAL REQUIREMENTS AND TERMS AND CONDITIONS

The following general Terms and Conditions apply to this RFP solicitation process and will be incorporated into the resulting contract. Any exceptions to the following requirements or other sections of this RFP should be addressed in the offeror's proposal.

B. ENTIRE AGREEMENT

This RFP, all attachments to this RFP, any additional or supplementary documents incorporated herein by reference, any resulting contract, and the selected offeror's submitted proposal contain all the Terms and Conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed, or amended unless in writing and signed by the parties hereto.

C. CONFLICT BETWEEN DOCUMENTS

In the event of a conflict between the contract documents, including these Terms and Conditions and the terms of a purchase order or related document issued by the Office of Purchasing, the contract documents shall control.

D. AVAILABILITY OF FUNDS

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

E. COOPERATIVE PURCHASE

If authorized by the Consultant, the contract resulting from this RFP may be extended to other public bodies, public agencies, or institutions within the United States to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the Consultant. Pender County is not a party to such contracts and is not responsible for placement of orders, payment, or discrepancies of the participating jurisdictions. It is the Consultant's responsibility to notify the jurisdictions of the availability of contract(s). Offerors who do not wish to extend the terms, conditions, and prices to other public entities shall so indicate in the proposal.

F. NON-DISCRIMINATION

Consultant will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the

SECTION 4: GENERAL TERMS AND CONDITIONS

benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability, or national origin. To the extent applicable, Contractor will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations, and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at County's option, in a termination or suspension of this agreement in whole or in part.

G. INDEMNIFICATION

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

H. LAWS AND REGULATIONS

The Consultant shall keep fully informed of all federal, state, and local laws, ordinances, and regulations that in any manner affect the conduct of the work. The Consultant shall at all times observe and comply with all such laws, ordinances, and regulations.

I. RIGHTS UNDER ANTITRUST LAWS

The offeror assigns to the County any and all rights that it may have under the antitrust laws of the United States and the State of North Carolina in any way arising from or pertaining to this proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the County.

J. IMMIGRATION REFORM AND CONTROL ACT OF 1986

The offeror certifies that he/she does not and shall not during the performance of the contract for goods and services in the State of North Carolina, knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

K. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the Consultant in whole or in part without the written consent of the County.

SECTION 4: GENERAL TERMS AND CONDITIONS

L. DEFAULT

In event of default by the Consultant, the County reserves the right to procure the goods and/or services and/or services from other sources and hold the Consultant liable for any excess cost occasioned thereby.

M. INDEPENDENT CONTRACTOR

The Consultant and any employees, agents, or other persons or entities acting on behalf of the Consultant shall act in an independent capacity and not as officers, employees, or agents of the County.

N. NON-EXCLUSIVE CONTRACT

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the selected Consultant. The contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other sources.

SECTION 5: SPECIFIC TERMS AND CONDITIONS

SECTION 5: SPECIFIC TERMS AND CONDITIONS

A. CONTRACT TERM

The initial contract period will begin on the date of contract execution and continue for two (2) years with the option to renew for four (2) additional one (1) year periods, if mutually agreed upon by both parties.

Written notice of intent to renew shall not be required. Issuance of a purchase order shall constitute exercise of the renewal option.

B. QUESTIONS

Questions regarding this RFP must be received prior to the deadline indicated on the cover page.

C. CONTRACTOR QUALIFICATIONS

Firms shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure the County of good faith performance of the contract.

D. CONTRACT/AGREEMENT

Following award, a contract/agreement will be executed between the offeror and the County. A sample contract is included with this RFP as Attachment G: Sample Contract for the Provision of Services. Do not return the sample contract with the proposal; it is provided for informational purposes only.

E. PRICE ADJUSTMENT

Prices shall remain firm for the initial contract period. Should the County exercise the option to renew the contract for additional one-year periods, the Contractor may request a price increase prior to the end of the then current period. The price increase for each renewal period shall not exceed the change of the Consumer Price Index (CPI) for Emergency Management Directors Series ID 11-9161 not seasonally adjusted as published by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

The new contract price(s) shall be calculated by applying the published index percentage change to the then current unit price(s). The newly adjusted price(s) will become effective as soon as possible but not prior the date of the renewal period, and will apply to goods or services requested on or after the effective date of the new price. The Consultant shall submit a written request for a price increase to the County. When applicable, evidence/proof of price change from the manufacturer or other relevant source shall accompany the price increase request. Price increases will not be automatic and are

SECTION 5: SPECIFIC TERMS AND CONDITIONS

subject to approval by the County. If approved by the County, price increases may be limited to a maximum of 3% for each one-year renewal period.

If a price decrease is provided, such price decrease shall be immediately passed on to the County.

The County reserves the right to request a reduction in price based on economic factors or market conditions during contract term according to changes in the specified index or other factors.

CPI information and detailed statistics including current percentage changes can be accessed at <http://www.bls.gov/cpi>.

F. METHOD OF ORDERING

The County will issue a purchase order to the Contractor as authorization to provide the goods or services specified on the order.

G. EXAMINATION OF CONDITIONS

Each offeror shall fully investigate site conditions and determine work conditions and take necessary measures to ensure a complete understanding of the specifications and work requirements. Failure to become familiar with the site conditions or work conditions will not relieve the offeror from furnishing all materials or performing the work in accordance with the plans, specifications, or Scope of Work.

H. SCHEDULING AND DELAYS

The parties to a contract resulting from this RFP acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the County. Such delays may be caused by delays, denials, and modifications of the various state or federal permits, or for other reasons. The County shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the County. If the County delays the project for any reason for a continuous period of ninety (90) days or more, the County and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount.

I. COMPLIANCE WITH UNIFORM RULES FOR PROCUREMENT (SUPER CIRCULAR, 2 C.F.R.)

Contracts funded with federal grant funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards. The following additional Terms and Conditions are incorporated into this RFP and any resulting contract, as required by the Uniform Rules for procurement published by the U.S. Office of Management and

SECTION 5: SPECIFIC TERMS AND CONDITIONS

Budget's (OMB) Super Circular or the Code of Federal Regulations, Title 2, Chapter 200 (2 C.F.R. 200) as effective December 26, 2014.

i. Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Pender County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of North Carolina and Pender County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Offeror agrees to comply with the requirements of 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ii. Byrd Anti-Lobbying Amendment

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

iii. Access to Records

- (1) The Contractor agrees to provide Pender County, the State of North Carolina, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

SECTION 5: SPECIFIC TERMS AND CONDITIONS

(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant agrees to provide the NRCS Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

iv. USDA Seal, Logo, and Flags

The Consultant shall not use the USDA seal(s), logos, crests, or reproductions of flags or likenesses of USDA agency officials without specific USDA preapproval.

v. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that USDA financial assistance will be used to fund the contract only. The Consultant will comply with all applicable federal law, regulations, executive orders, USDA policies, procedures, and directives.

vi. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

vii. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

viii. Full and Open Competition

This RFP is being solicited with the intent to provide full and open competition and no preferences will be assigned based on geographic location or socio-economic status of the offeror.

ix. Disadvantaged Business Enterprises

Qualified small businesses, minority-owned businesses, women-owned businesses and otherwise disadvantaged businesses are encouraged to submit offers in response to this RFP.

ATTACHMENT A: PROPOSAL FORM

ATTACHMENT A: PROPOSAL FORM – RFP # 201202-116

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): _____

Mailing Address: _____

Payment Address (if different from mailing address): _____

Firm Telephone Number: _____

Federal Employer Identification Number (FEIN): _____

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

Representative Name/Title: _____

Representative Telephone Number: _____

Representative Email Address: _____

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): _____

- OR -

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

ATTACHMENT A: PROPOSAL FORM

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. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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): _____

ATTACHMENT A: PROPOSAL FORM

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: Price Proposal
- ☐ Attachment D: Offeror's Certification Form
- ☐ Attachment E: Certification Regarding Lobbying
- ☐ Attachment F: Pender County Vendor Form and Completed W-9 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.

ATTACHMENT A: PROPOSAL FORM

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: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public: _____

My Commission expires: _____

ATTACHMENT B: References

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: _____

Reference 1:

Name of Entity or Business: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name and Title: _____

Phone Number: _____

Email Address: _____

Contract Dates: _____

Contract Amount: _____

Description of Services Provided: _____

Reference 2:

Name of Entity or Business: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name and Title: _____

Phone Number: _____

Email Address: _____

Contract Dates: _____

Contract Amount: _____

Description of Services Provided: _____

ATTACHMENT B: References

Offeror Name: _____

Reference 3:

Name of Entity or Business: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name and Title: _____

Phone Number: _____

Email Address: _____

Contract Dates: _____

Contract Amount: _____

Description of Services Provided: _____

NOTE: Attach additional pages, as necessary.

ATTACHMENT C: PRICE PROPOSAL

ATTACHMENT C: PRICE PROPOSAL

Completed form shall be submitted with the proposal to RFP # 201202-116.

Offeror Name: _____

Hourly Rate: \$ _____ /hour

SOW Item	Description of Task/Service	Estimated Quantity (Hours)	Unit Price (Estimated Quantity x Hourly Rate)
1	Damage Survey Reports (DSR)		\$
2	Easement Access/Right-of-Entry		\$
3	Title Search/Identification of Land Owners		\$
4	Contract Administration, Bid Solicitation, Bid Tabulations, and Contractor Selection Support		\$
5	Contract Management		\$
6	Reports (Daily Reports, 5-Day and Final Report)/Meetings/Updates		\$
7	Engineering Support		\$
8	Training/Preparedness; Meeting w/ Contractors		\$
9	New Technologies Assessment		\$
TOTAL			\$

NOTE: All rates are to be inclusive of travel, mileage and per diem. No hourly rate or mobilization fee will be charged for travel to and from home office. If travel is directed by the County to a conference or other event outside the jurisdiction, reimbursement for such travel will be considered and will be in accordance with the Federal GSA per diem rates for travel.

ATTACHMENT D: OFFEROR'S CERTIFICATION FORM

ATTACHMENT D: OFFEROR'S CERTIFICATION FORM

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: Proposal Form.

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 as its act and deed 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: _____

Federal Employer Identification Number (FEIN): _____

Mailing Address: _____

City, State, Zip Code: _____

Phone: _____ Email: _____

Name and Title: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public: _____

My Commission expires: _____

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Consultant] 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 Consultant, _____, 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 Consultant's Authorized Official: _____

Name and Title of Consultant's Authorized Official: _____

Date: _____

ATTACHMENT F: W9

ATTACHMENT F: W9

A completed W-9 Form is required for submittals. Please find this form attached on the following pages.

ATTACHMENT F: W9

W-9
Form
(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.

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

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.

6 City, state, and ZIP code

7 List account number(s) here (optional)

8 Requester's name and address (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

____ - ____

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ►

Date ►

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.

Cat. No. 10231X

Form **W-9** (Rev. 11-2017)

Perender County, North Carolina
RFP for EWP Management/Consulting Services
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Form W-9 (Rev. 11-2017)

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*, 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.

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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

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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.

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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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	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 ⁴
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

For this type of account:	Give name and EIN of:
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.

ATTACHMENT G: SAMPLE CONTRACT FOR THE PROVISION OF SERVICES

Form W-9 (Rev. 11-2017)

Page 6

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.

ATTACHMENT G: SAMPLE CONTRACT FOR THE PROVISION OF SERVICES

ATTACHMENT G: SAMPLE CONTRACT FOR THE PROVISION OF SERVICES

Attachment G is provided for the review and reference of offerors only and does not need to be submitted with proposal offers. The selected Contractor will be expected to enter into an agreement based upon this sample contract. Any exceptions or deviations to the language contained in the sample contract or this RFP that the offeror wishes to propose for consideration must be noted on Attachment A: Proposal Form and submitted with the offeror's proposal.

**Pender County Government
805 S. Walker Street
Burgaw, North Carolina 28425**

PO # XXXX
December 3, 2020

This contract is entered into by and between Pender County Government, Burgaw, North Carolina 28560, hereinafter called the County and _____ hereinafter referred to as Consultant, to provide _____ to Pender County.

- 1. Contract Specifications:** These attachments will be incorporated into the basic contract. The parties hereto agree that contractor shall provide items and assume obligations set forth herein and in Attachments "A" through "C". In the event of any inconsistency between terms, conditions or provisions appearing in Attachment "A" through "C", and terms and conditions of the basic contract, the provisions of the basic contract shall apply. In addition to the terms set forth herein, this contract consists of:
 - Attachment (A) Pender County General Provisions
 - Attachment (B) Pender County Purchase Order (if applicable)
 - Attachment (C) Contractor Agreement (if applicable)
 - Attachment (D) RFP and Bid Response
- 2. Contractor Requirements:** Contractor will provide _____.
- 3. Contract Period:** Contract will become effective on date signed by both parties for and conclude when services are complete on or before _____.
- 4. Payment:** As consideration for Pender County's receipt and delivery of services described in item "2" above, Pender County agrees to pay the contractor a payment of \$ _____. The date of issue of the Pender County check is the date of payment.
- 5. Place of Services:** All services that are the subject of this contract shall be delivered to the following address(es): _____.
- 6. Obligations:** Any claims or liabilities created by this contract are the exclusive responsibility of Pender County. This contract shall not be construed to obligate any other Pender County fund or monies.
- 7. Taxes:** This contract is subject to any applicable taxes. Pender County is not exempt from NC sales tax.
- 8. Inspection:** Inspection will be made after delivery at the destination specified. Any discrepancies with the services not in conformity with the specification of this contract will be addressed in accordance with the manufacturer's warranties.
- 9. Modifications/Changes:** This contract may be modified by written agreement of both parties. The contractor will not represent in any manner, expressly or by implication, that services purchased under this contract are approved or endorsed by any element of the local government. Any advertisement by the Contractor, which refers to Pender County activity, will contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the particular activity.
- 10. Entire Agreement:** This contract represents the final and entire agreement of the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. No additional agreements, term, or conditions may be implied. In the event of conflict between the North Carolina General Statutes, the provisions of the basic contract and the provisions of any attachment hereto, the N.C. General Statutes, followed by the provisions of the basic contract govern.

11. Choice of Law: Exclusive Venue. Notwithstanding the principles of conflicts of law, the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance, and enforcement of this Agreement. Exclusive venue for any action, whether at law or in equity, shall be Pender County.

Executed By:

For Pender County:

Signature: _____

Printed Name: _____

Title: _____

Company: Pender County Govt

Address: _____

City: Burgaw

State: North Carolina

Zip Code 28425

Phone Number: _____

Date: _____

For Contractor:

Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Date: _____

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

Finance Officer

General Provisions
Attachment (A)

I-1.	Definitions	I-16.	Warranty
I-2.	E-Verify	I-17.	Item Substitution and Variation
I-3.	Gratuities and Contingent Fees	I-18.	Inspection and Acceptance
I-4.	Officials not to Benefit	I-19.	Availability of Funds
I-5.	Oral Representations	I-20.	Invoicing and Payment
I-6.	Non-Appropriation	I-21.	Withholding
I-7.	Representations	I-22.	Contractor Liability
I-8.	Advertisements	I-23.	Termination
I-9.	Subcontracting	I-24.	Requests for Monetary or other Relief
I-10.	Assignment	I-25.	Notification of Debarment or Suspension Status
I-11.	Iran Divestment Act	I-26.	Equal Employment Opportunity
I-12.	Permits and Licenses	I-27.	Drug-Free Work Place
I-13.	Non-Waiver or Defaults	I-28.	Accident Prevention, Fire Protection, and Sanitation
I-14.	Indemnity	I-29.	Standards
I-15.	Insurance	I-30.	Force Majeure
		I-31.	Federal Funds

- I-1. **Definitions:** As used throughout this contract, the following terms shall have the meaning set out below:
- A. "Pender County" refers to the Pender County Government activities and organizations.
 - B. "Contract" Identifies this contract or any modification thereto.
 - C. "Finance Director" means a person authorized in writing to execute and administer the contract on behalf of Pender County or said Finance Director's successor or successors. (Note: Other Pender County and Government Officials, who by virtue or their positions are concerned with the administration and operation of this contract, may take certain administrative actions in behalf of the Finance Director. These Officials may conduct inspections, process and collect contract payments, make administrative decisions and perform other duties of an administrative nature. They may not waive or change contract terms; impose additional contract requirements; issue cure, showing cause, or termination notices; or render final decisions according to Contract terms. (Refer all questions concerning the authority of other Pender County or Government Officials to the Finance Director.)
 - D. "Contractor or vendor" means the individual, partnership, corporation, or other entity which is a party to this contract and who is responsible for all actions, performance and work there under, to include that of any subcontractor or vendor.
- I-2. **E-Verify:** As a condition of payment for services rendered under this agreement, Vendor or Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Vendor or Contractor provides the services to the County utilizing a subcontractor, Vendor or Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Vendor or Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.
- I-3. **Gratuities and Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial selling agencies retained by contractor or vendor for the purpose of securing business. Contractor warrants that no gratuities (Entertainment, gifts, etc.) were or will be offered or given by the Contractor or any person representing the Contractor to any Pender County Commissioner, employee, or spouse of an employee/Commissioner. For breach of either of the warranties, Pender County may terminate this and all other Pender County Contracts for default and deduct from amounts due under this or other contracts, or bill contractor or vendor for the total value of any contingent fee or gratuity.
- I-4. **Officials Not to Benefit:** No person or Commissioner involved in the purchasing process and/or contracting of this agreement, shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- I-5. **Oral Representations:** This written Contract includes the entire agreement between the parties. Pender County will not be bound by any oral or written representation not included in the written contract or a change or amendments thereto. Pender County will not be bound by any terms on contractor or vendor forms or letter unless such terms are specifically agreed to and incorporated in the contract and signed by the Finance Director.
- I-6. **Non-Appropriation:** All funds for payment by County under this Contract are subject to the availability of any annual appropriation for this purpose by the Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of

the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted upon three (3) days prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

- I-7. **Representations:** The Contractor will not represent itself to be an agent or representative of Pender County or any other agency or instrumentality of the US Government.
- I-8. **Advertisements:** The Contractor will not represent in any manner, expressly or by implication, those items or services purchased or sold under this contract are approved or endorsed by any element of Pender County Government. Any advertisement, including cents off coupons, by the Contractor which refers to Pender County activity will contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the particular activity.
- I-9. **Subcontracting:** Contractor shall not subcontract any part of the work to be performed without the prior written consent of the Finance Director. Any subcontractor or vendor used in connection with this contract is the agent of the Finance Director.
- I-10. **Assignment:** Contractor may not assign its rights or delegate its obligations under this contract without the prior written consent of the Finance Director.
- I-11. **Iran Divestment Act:** Seller certifies that: (i) Seller is not listed on the Iran Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.
- I-12. **Permits and Licenses:** Contractor will, at his own expense, obtain all necessary permits, give all notices, pay all license fees and comply with all laws, rules, ordinances, and regulations relating to the preservation of the public health or applicable to the services or business carried on under this contract. The burden of determining applicability of licensing requirements, laws, ordinances, and regulations for Contractor and his employees rests with the Contractor.
- I-13. **Non-Waiver or Defaults:** Any failure by Pender County at any time to enforce or require strict performance of any terms or conditions of this contract will not constitute waiver thereof and will not affect or impair such terms and conditions in any way or Pender County's right at any time to avail itself of such remedies as it may have for breach or breaches of such terms and conditions.
- I-14. **Indemnity:**
A. Contractor shall indemnify, hold harmless and defend Pender County, their agents, representatives, employees and customers from any and all suits, judgments and claims, including those established by or pursuant to court decisions, to international agreements, or duly promulgated regulations of the United States Government, and all charges and expenses incident thereto which arise out of or in connection with:
1. The alleged or established violation or infringement of any patent, copyright or trademark rights asserted by any third party with regard to items or services provided by Contractor;
2. Loss, death, damage or injury alleged or established to have arisen out of or in connection with products, services, or equipment provided by Contractor, unless such loss, death, damage, or injury was caused by Pender County, its representatives, or employees.
3. Any loss, death, damage, or injury alleged or established to have arisen out of or in connection with any other acts or omissions of the Contractor, the Contractor's subcontractor or vendors, representatives, agents, or employees.
B. Pender County will give Contractor notice and an opportunity to defend.
- I-15. **Insurance:** During the term of the Contract, the Contractor or vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor or vendor shall provide and maintain the following coverage and limits.
A. **Worker's Compensation** – The Contractor or vendor shall provide and maintain worker's compensation insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000, covering all of Contractor or vendor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor or vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
B. **Commercial General Liability** – General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 combined single limit (Defense cost shall be in excess of the limit of liability).

- C. Automobile – Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.
- I-16. **Warranty:** Contractor warrants that:
- A. The items furnished shall be merchantable, and fit and sufficient for the use intended and are not “seconds” as the term is normally understood in the trade. This warranty shall survive acceptance by Pender County of the items and is in addition to other warranties of additional scope given by the Contractor to Pender County.
 - B. The items or services furnished under this contract are covered by the most favorable warranties the Contractor gives to any customer for such items or services and that the rights and remedies provided in the Contractor’s warranties are in addition to and do not limit any rights afforded to Pender County by any other clause of this contract.
 - C. Where applicable, the items furnished under this contract have been manufactured in accordance with Underwriter’s Laboratories, Inc. (UL) standard, or if manufactured overseas, the overseas equivalent of UL and the applicable item and/or component items carry the appropriate UL or overseas equivalent seal of approval.
 - D. Items, packing, and packaging provided will comply with all contract terms and with all laws, rules, and regulations applicable to delivery for domestic resale. Contractor shall comply with the Magnuson-Moss Warranty Act on all sales to Pender County.
- I-17. **Item Substitution and Variation in Quantity:** No substitution or variation in the quantity of any item called for by this contract will be accepted unless authorized by the Finance Director.
- I-18. **Inspection and Acceptance:** the government per the following shall make inspection and acceptance:
- A. The Contractor shall maintain an in process and end-item quantity control program to ensure shipments to Pender County activities do not include defective/non-conforming items.
 - B. Inspection and acceptance shall not be conclusive with respect to latent defects or fraud, or with respect to Pender County rights under the warranty provisions contained herein.
 - C. In case any supplies or services are defective in material or workmanship, or are otherwise not in conformity with the requirements of this contract, the Pender County shall have the right to reject such supplies or services, or to require replacement or correction. Rejected supplies shall be removed by and at the expense of the Contractor promptly after notice. When such rejection, correction or replacement requires transportation of the supplies or part thereof, all shipping and administrative costs to and from the Contractor’s plant shall also be borne by the Contractor.
 - D. In case of refund, the Contractor shall be liable to the Pender County for the additional costs of re-procurement (if any). In no event will the liability of Contractor for cost and losses, and for re-procurement exceed an amount equal to the original purchase price of the defective item.
 - E. The provisions of this clause do not affect the rights or obligations of either party, as they may be provided for in other portions of this contract or otherwise under applicable law.
- I-19. **Availability of Funds:** Any and all payments to the Contractor or vendor are dependent upon and subject to the availability of funds to the County for the purposes set forth in this agreement.
- I-20. **Invoice and Payment:**
- A. Invoicing Instructions. In order to be considered proper invoices, invoices must be submitted as follows:
 - 1. Contractor must prepare a separate numbered invoice for each order or part of an order. Do not consolidate multiple purchase orders on one invoice. Additionally, when partial shipments are authorized, use a separate invoice. Do not duplicate an invoice number used for prior billings:
 - 2. Invoices must be issued by the company whose name is on the contract/order (unless otherwise authorized by Finance Director) and must contain the following minimum information to enable timely payment:
 - (a) Name of Contractor.
 - (b) Invoice Date. This cannot be a date earlier than the ship date required by the contract or purchase/deliver order. In the event that the invoice date is a date earlier than the required ship date, Pender County retains the right either to return the improper invoice to the Contractor for correction or to change the invoice date to be the required ship date. In the event that an improper invoice is returned to a Contractor because the date on the invoice is earlier than the required ship date or because the invoice is improper for any other reason, the invoice date, will be considered to be the date of receipt of the corrected, proper invoice.
 - (c) Contract/Order Number.
 - (d) Item Description and Quantity Shipped/Delivered.
 - (e) Contract/Order Line Item Cost and Total
 - (f) Any applicable sales tax
 - (g) Shipping and Discount Terms, and special allowance(s) if included in the contract. Special allowances must be shown on the invoice using percentage figures only. Do not deduct any of these from the item cost or from the invoice total.

- (h) "Ship To" address as shown on order or contract.
 - (i) Freight charges (on FOB origin shipments).
 - (j) Name, title and phone number of Contractor's contact person.
 - (k) Complete "Remit To" mailing address on the invoice to indicate where Contractor's payment is to be sent. This address must be the same address as on the contract unless otherwise communicated from the Accounts Payable office
 - 3. Correcting invoices and credit memos must be marked as such and must cross-reference the corrected invoice.
 - B. Payment.
 - 1. A proper invoice is an invoice which contains all of the information/documentation, specified in paragraph A. (2) above, and is sent to the address specified in the contract or purchase/delivery order for the designated Pender County paying office. Improper invoices may be returned without payment to the Contractor.
 - 2. The next payment date for Pender County Contracts is established at 30 days after receipt of a proper invoice.
 - 3. Payment is made:
 - (a) The date a check for payment is dated.
 - (b) The date an electronic fund transfer is submitted to the financial institution, regardless of the date the financial institution posts the transfer.
 - (c) The date a withholding authorized by the contract is initiated by Pender County.
 - 4. Any questions or inquiries concerning invoice payments should be directed to the Pender County Finance Account Payable department designated on the contract or purchase/delivery order.
- I-21. **Withholding:** Pender County may withhold payment for amounts due or creditable to Pender County under this contract, E.G., returns, damage.
- I-22. **Contractor Liability:**
- A. Except as set out specifically elsewhere in the contract, Contractor shall be liable for cost to Pender County associated with termination for default, rejection of items, and breach of warranty, in addition to reimbursement of payment of the purchase price and re-procurement costs.
 - B. Contractor will not be liable for damages if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God or the public enemy, Acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
- I-23. **Termination:**
- A. Mutual Termination. This contract may be terminated at any time upon the mutual agreement of both parties.
 - B. Termination for Convenience. Pender County by written notice may terminate this contract in whole or in part when it is in the best interest of the Pender County. To the extent that this contract is for services and is so terminated, Pender County shall be liable for payment as set forth in the payment provisions of the contract for services rendered prior to the effective date of termination
 - C. Termination for Default. Pender County by written notice may terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess costs of re-procuring similar supplies and services provided that if
 - 1. the Contractor was not in default; or
 - 2. the Contractor's failure to perform is without his/her or his/her Subcontractor or vendor's control or negligence; then the termination shall be deemed a "Termination for Convenience."
 - D. The rights and remedies of Pender County provided in this clause are in addition to any other rights and remedies provided by law or under other clauses of this contract.
- I-24. **Request for Monetary or Other Relief:** No request for monetary or other relief by Contractor shall be considered unless submitted in writing to the Finance Director within 90 days after termination or termination of performance under the contract, whichever comes first. This clause shall not extend any period for filing, which is further limited by another clause of the contract.
- I-25. **Notification of Debarment or Suspension Status:** The Contractor or Vendor shall provide immediate notice to the Finance Director in the event of being suspended, debarred or declared ineligible by any state of NC or federal department or agency, or upon receipt of a notice of proposed debarment from another agency, during the performance of this contract.
- I-26. **Equal Employment Opportunity:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
- I-27. **Drug-Free Work Place:** The contractor or vendor agrees to make a good faith effort to establish and maintain a drug-free work place in connection with the performance of this contract. Consistent with the size and organization of its work force, contractor

or vendor may wish to consider taking the following or other appropriate actions in establishing a drug-free work place: Publicizing a drug-free work place policy; initiating an employee drug awareness program or encouraging participation in existing community programs; informing employees of the general availability of drug counseling programs; etc.

I-28. **Accident Prevention, Fire Protection, and Sanitation:** If this contract is performed in whole or in part on premises owned or under the control of the Pender County Government, the contractor or vendor shall conform to all safety regulations and requirements concerning such premises in effect any time during contract performance to prevent accidents. Any violations of safety regulations, unless immediately corrected as directed by the Finance Director, shall be grounds for termination of the contract under the "Termination for Default" Clause.

I-29. **Standards:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels;

The Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

All Codes, standards, and specifications such as the National Electrical Code, North Carolina State Building Code, ASTM specifications, etc. referred to in the project specification shall be the issue in effect on the date of the invitation for bid, request for quote, and/or award.

I-30. **Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

I-31. **Federal Funds:** The following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as may be applicable):

- A. Equal Employment Opportunity (41 C.F.R. Part 60);
- B. Davis-Bacon Act (40 U.S.C. 3141-3148);
- C. Copeland "Anti-Kickback" Act (40 U.S.C. 3145);
- D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708);
- E. Clean Air Act (42 U.S.C. 7401-76711q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387);
- F. Debarment and Suspension (Executive Orders 12549 and 12689);
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
- H. Procurement of Recovered Materials (2 C.F.R. § 200.322); and
- I. Record Retention Requirements (2 C.F.R. § 200.324)

Further, to the extent any of the provisions of this Section I-31 conflicts with any other provisions of the Contract, the provisions of this Section I-31 shall control and take precedence.

Pender County RFP # 2201202-116
Emergency Watershed Protection-Management/Consulting Services
APPENDIX A - Application and Damage Survey Reports (113 pages)

OMB Number: 4040-0004
Expiration Date: 10/31/2019

Application for Federal Assistance SF-424		
* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application	* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision	* If Revision, select appropriate letter(s): * Other (Specify):
* 3. Date Received: 06/16/2020	4. Applicant Identifier: 	
5a. Federal Entity Identifier: 	5b. Federal Award Identifier: 	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
* a. Legal Name: Pender County		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 56-6000329	* c. Organizational DUNS: 0823614030000	
d. Address:		
* Street1:	805 South Walker Street	
Street2:		
* City:	Burgaw	
County/Parish:	Pender	
* State:	NC: North Carolina	
Province:		
* Country:	USA: UNITED STATES	
* Zip / Postal Code:	28425-4285	
e. Organizational Unit:		
Department Name: 	Division Name: 	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix:	Mr.	* First Name: Travis
Middle Name:		
* Last Name:	Henley	
Suffix:		
Title: Planning Director		
Organizational Affiliation: County		
* Telephone Number: 9102591202	Fax Number:	
* Email: thenley@pendercountync.gov		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

USDA - Natural Resources Conservation Service

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

NA

* Title:

Emergency Watershed Protection Program grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Emergency Watershed Protection to remove debris and provide stream bank stabilization on areas impacted by Hurricane Florence. (Round 2)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	1,001,334.00
* b. Applicant	0.00
* c. State	294,510.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	1,295,844.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

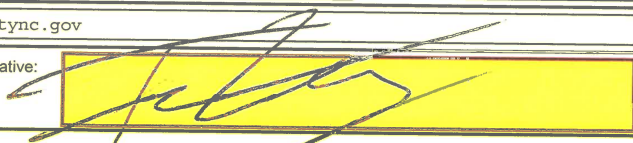
Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative:  * Date Signed:



Natural Resources Conservation Service
DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

Section 1A

Date of report 11/7/2019
DSR number 37-07-18-5038-485
Project number 37-07-18-5038-485

NRCS Entry Only	
Eligible:	Yes ☐ No ☐
Approved:	Yes ☐ No ☐
Funding priority number (from sect. 4) 2c,d,e & 3c,d,e	
Limited Resource Area:	Yes ☐ No ☐
☐ 1	Major disaster declaration
☒ 2	Emergency declaration
☐ 3	Fire management assistance declaration
☐ 4	Local declaration

Section 1B - Sponsor Information

Sponsor Name: Pender County
Address: PO Box 5 – 805 S. Walker Street
City/State/Zip: Burgaw, NC 28425
Telephone Number 910) 259-1200 Fax:

Section 1C - Site Location Information

County: Pender State NC Congressional District 07
Latitude 34.5094 Longitude -78.0445 UTM Coordinates
Drainage name UT Long Creek Site name Curie 1
Reach 400 ft up/downstream of Malpass Corner Rd
Damage description Downed trees and other debris are in and/or over the stream.

Section 1D - Site Evaluation

All answers in this section must be YES to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster? ¹	☒	☐	Hurricane Florence
Recovery measures would be for runoff retardation or soil erosion prevention? ¹	☒	☐	Clearing and Snagging
Threat to life and/or property? ¹	☒	☐	Blocked stream flow can cause flooding of streets, business, homes and property.
Event caused a sudden impairment in the watershed? ¹	☒	☐	Downed trees & debris reduced stream flow.
Imminent threat was created by this event? ²	☒	☐	Impairment caused an imminent threat
For structural repairs, not repaired twice within 10 years? ²	☒	☐	No known repairs in the past 10 years
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action? (See completed NRCS-CPA-52 and sections 3 and 4 of DSR. ³)	☒	☐	Action would reduce the imminent threat to life and property.
Proposed action technically viable? (See section 6. ³)	☒	☐	Action would reduce threat

¹ Statutory² Regulation³ The completed DSR and Form NRCS-CPA-52, "Environmental Evaluation Worksheet," are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP program and its possible effects? YES ☒ NO ☐

Comments:

Section 1E - Proposed Action

Describe the preferred alternative (same as NRCS CPA-52, boxes M and G)

Return the stream flow to the pre-storm condition by removing downed trees and other debris from in and over the stream channel.

Total installation cost identified in this DSR from section 6: \$ 13,000.00NRCS 75% cost-share: \$ 9,750.00Sponsor 25% cost-share: \$ 3,250.00

Section 1F - NRCS State Office Review and Approval

Reviewed by: _____ Date reviewed _____
State EWP Program Manager

Approved by: _____ Date approved _____
State Conservationist

DSR NO: 37-07-18-5038-485**Section 2 - Environmental Evaluation and Special Environmental Concerns**

See attached NRCS-CPA-52, Environmental Evaluation Worksheet

Section 3 - Economic ConsiderationsThis section must be completed for each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties protected (private)			
Properties protected (public)			
Road Crossing	\$ 30,000.00	50	\$ 15,000.00
Business losses			
Other			
Total near term damage reduction \$			\$ 15,000.00
Net benefit (total near term damage reduction minus Cost from section 6)			\$ 2,000.00

Completed by: Alan Walker Date: 11/7/2019

DSR NO: 37-07-18-5038-485

NRCS-PDM-20

Section 4 - Social Consideration

This section must be completed for each alternative considered (attach additional sheets as necessary).

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?	☐	☒	No reported loss of life
Is there the potential for loss of life due to damages from the watershed impairment?	☒	☐	Blocked stream flow can cause flooding of streets, business and homes, in addition breaching roads.
Has access to a hospital or medical facility been impaired by watershed impairment?	☐	☒	No reported impairment.
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	☒	☐	Blocked stream flow caused flooding of streets, business and homes which impacted the entire community.
Is there a lack or has there been a reduction of public safety due to watershed impairment?	☐	☒	Blocked stream flow can cause flooding of streets, business and homes, which reduced public safety.

Completed by: Alan Walker Date: 11/7/2019

DSR NO: 37-07-18-5038-485

NRCS-PDM-20

Section 5 - Group Representation Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	18
American Indian/Alaska Native Female Non-Hispanic	104
American Indian/Alaska Native Male Hispanic	18
American Indian/Alaska Native Male Non-Hispanic	103
Asian Female Hispanic	4
Asian Female Non-Hispanic	96
Asian Male Hispanic	4
Asian Male Non-Hispanic	95
Black or African American Female Hispanic	2
Black or African American Female Non-Hispanic	4,630
Black or African American Male Hispanic	1
Black or African American Male Non-Hispanic	4,586
Hawaiian Native/Pacific Islander Female Hispanic	-
Hawaiian Native/Pacific Islander Female Non-Hispanic	21
Hawaiian Native/Pacific Islander Male Hispanic	-
Hawaiian Native/Pacific Islander Male Non-Hispanic	21
White Female Hispanic	597
White Female Non-Hispanic	21,090
White Male Hispanic	592
White Male Non-Hispanic	20,885
Total Group	52,867

Census tract(s) _____

Completed by: Alan Walker Date: 11/7/2019

DSR NO: 37-07-18-5038-485**Section 6 - Engineering Cost Estimate**

This section must be completed for each alternative considered (attach additional sheets as necessary).

Proposed recovery measure (including mitigation)	Quantity	Units	Unit cost (\$)	Amount (\$)
Debris removal (woody, sediment, etc.)	800	ft	\$ 10.00	\$ 8,000.00
Mobilization/demobilization	1	Job	\$ 5,000.00	5,000.00
Total installation cost (enter in sections 1E and 3) \$				13,000.00

Unit Abbreviations

AC	acre
CY	cubic yard
EA	each
HR	hour
LF	linear feet
LS	lump sum
SF	square feet
SY	square yard
TN	ton
Other	
(specify)	_____

Completed by: Alan Walker Date: 11/7/2019

DSR NO: 37-07-18-5038-485**Section 7 - NRCS EWP Funding Priority**

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 9).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?	☐	☒		
2. Is this a site where there is serious, but not immediate threat to human life?	☒	☐		2 c,d,e
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	☒	☐		3 c,d,e
4. Is this site a funding priority established by the NRCS Chef?	☐	☒		
The following are modifiers for the above criteria			Modifier	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?			X	
d. Will the proposed action or alternatives protect or conserve existing wetlands?			X	
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			X	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in section 1A, "NRCS Entry Only" box, in "Funding priority number."

Remarks:

DSR NO: 37-07-18-5038-485**Section 8 - Findings**

Enter NEPA compliance finding from section Q of the NRCS-CPA-52.

The DSR was reviewed with the sponsors. Yes ☐ No ☐

NRCS representative of the DSR team: _____

Title: _____ Date: _____

Section 9 - Attachments:

- A. [Location map](#)
- B. Site plan or sketches
- C. NRCS-CPA-52, Environmental Evaluation Worksheet
- D. Other (explain)

Instructions for Completing the NRCS-PDM-20, DSR

-	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS-only portion of section 1A.
1A	Enter the Date, DSR Number, and Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage name, Reach within drainage, and Damage description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	
Section 2	Attach NRCS-CPA 52 that addresses environmental evaluation and special environmental concerns	NRCS only.
Section 3	Identify Property protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original prevent condition or value. The damage dollar method uses an estimate of the future damage to value (e.g., if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors, or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office. The DSR team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from Section 6 from the total near term damage reduction. The	NRCS completes with voluntary assistance from Sponsor.

-	Explanation of Requested Item	Who Completes
	economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
Section 4	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation (NRCS-CPA-52) but may be pertinent in section 7 regarding funding priorities. The Social Considerations section must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 5	Enter the Group Representation for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	NRCS completes using most recent U.S. Census data.
Section 6	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1E. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 7	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a through f in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.
Section 8	Insert the number of the Finding that was checked in section Q of the NRCS-CPA-52. If action is required to meet NEPA requirements, state whether an EA or EIS will be prepared or adopted."	NRCS only.
Section 9	Include attachments for location map, site sketch or plan, a completed NRCS-CPA-52, Environmental Evaluation Worksheet, and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

Natural Resources Conservation Service
DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

Section 1A

Date of report 11/7/2019

DSR number 37-07-18-5038-486

Project number 37-07-18-5038-486

NRCS Entry Only	
Eligible:	Yes ☐ No ☐
Approved:	Yes ☐ No ☐
Funding priority number (from sect. 4)	<u>2c,d,e & 3c,d,e</u>
Limited Resource Area:	Yes ☐ No ☐
☐ 1	Major disaster declaration
☒ 2	Emergency declaration
☐ 3	Fire management assistance declaration
☐ 4	Local declaration

Section 1B - Sponsor Information

Sponsor Name: Pender County

Address: PO Box 5 – 805 S. Walker Street

City/State/Zip: Burgaw, NC 28425

Telephone Number 910) 259-1200 Fax:

Section 1C - Site Location Information

County: Pender State NC Congressional District 07

Latitude 34.4904 Longitude -78.0739 UTM Coordinates

Drainage name Big Branch Site name Curie 2

Reach 200 ft. downstream of Malpass Corner Rd

Damage description Downed trees and other debris are in and/or over the stream.

Section 1D - Site Evaluation

All answers in this section must be YES to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster? ¹	☒	☐	Hurricane Florence
Recovery measures would be for runoff retardation or soil erosion prevention? ¹	☒	☐	Clearing and Snagging
Threat to life and/or property? ¹	☒	☐	Blocked stream flow can cause flooding of streets, business, homes and property.
Event caused a sudden impairment in the watershed? ¹	☒	☐	Downed trees & debris reduced stream flow.
Imminent threat was created by this event? ²	☒	☐	Impairment caused an imminent threat
For structural repairs, not repaired twice within 10 years? ²	☒	☐	No known repairs in the past 10 years
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action? (See completed NRCS-CPA-52 and sections 3 and 4 of DSR. ³)	☒	☐	Action would reduce the imminent threat to life and property.
Proposed action technically viable? (See section 6. ³)	☒	☐	Action would reduce threat

¹ Statutory² Regulation³ The completed DSR and Form NRCS-CPA-52, "Environmental Evaluation Worksheet," are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP program and its possible effects? YES ☒ NO ☐

Comments:

Section 1E - Proposed Action

Describe the preferred alternative (same as NRCS CPA-52, boxes M and G)

Return the stream flow to the pre-storm condition by removing downed trees and other debris from in and over the stream channel.

Total installation cost identified in this DSR from section 6: \$ 7,000.00

NRCS 75% cost-share: \$ 5,250.00

Sponsor 25% cost-share: \$ 1,750.00

Section 1F - NRCS State Office Review and Approval

Reviewed by: _____ Date reviewed _____
State EWP Program Manager

Approved by: _____ Date approved _____
State Conservationist

DSR NO: 37-07-18-5038-486**Section 2 - Environmental Evaluation and Special Environmental Concerns**

See attached NRCS-CPA-52, Environmental Evaluation Worksheet

Section 3 - Economic ConsiderationsThis section must be completed for each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties protected (private)			
Properties protected (public)			
Road Crossing	\$ 30,000.00	50	\$ 15,000.00
Business losses			
Other			
Total near term damage reduction \$			\$ 15,000.00
Net benefit (total near term damage reduction minus Cost from section 6)			\$ 8,000.00

Completed by: Alan Walker Date: 11/7/2019

Section 4 - Social Consideration

This section must be completed for each alternative considered (attach additional sheets as necessary).

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?	☐	☒	No reported loss of life
Is there the potential for loss of life due to damages from the watershed impairment?	☒	☐	Blocked stream flow can cause flooding of streets, business and homes, in addition breaching roads.
Has access to a hospital or medical facility been impaired by watershed impairment?	☐	☒	No reported impairment.
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	☒	☐	Blocked stream flow caused flooding of streets, business and homes which impacted the entire community.
Is there a lack or has there been a reduction of public safety due to watershed impairment?	☐	☒	Blocked stream flow can cause flooding of streets, business and homes, which reduced public safety.

Completed by: Alan Walker Date: 11/7/2019

DSR NO: 37-07-18-5038-486

NRCS-PDM-20

Section 5 - Group Representation Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	18
American Indian/Alaska Native Female Non-Hispanic	104
American Indian/Alaska Native Male Hispanic	18
American Indian/Alaska Native Male Non-Hispanic	103
Asian Female Hispanic	4
Asian Female Non-Hispanic	96
Asian Male Hispanic	4
Asian Male Non-Hispanic	95
Black or African American Female Hispanic	2
Black or African American Female Non-Hispanic	4,630
Black or African American Male Hispanic	1
Black or African American Male Non-Hispanic	4,586
Hawaiian Native/Pacific Islander Female Hispanic	-
Hawaiian Native/Pacific Islander Female Non-Hispanic	21
Hawaiian Native/Pacific Islander Male Hispanic	-
Hawaiian Native/Pacific Islander Male Non-Hispanic	21
White Female Hispanic	597
White Female Non-Hispanic	21,090
White Male Hispanic	592
White Male Non-Hispanic	20,885
Total Group	52,867

Census tract(s) _____

Completed by: Alan Walker Date: 11/7/2019

DSR NO: 37-07-18-5038-486**Section 6 - Engineering Cost Estimate**

This section must be completed for each alternative considered (attach additional sheets as necessary).

Proposed recovery measure (including mitigation)	Quantity	Units	Unit cost (\$)	Amount (\$)
Debris removal (woody, sediment, etc.)	200	ft	\$ 10.00	\$ 2,000.00
Mobilization/demobilization	1	Job	\$ 5,000.00	5,000.00
Total installation cost (enter in sections 1E and 3) \$				7,000.00

Unit Abbreviations

AC	acre
CY	cubic yard
EA	each
HR	hour
LF	linear feet
LS	lump sum
SF	square feet
SY	square yard
TN	ton
Other	
(specify)	_____

Completed by: Alan Walker Date: 11/7/2019

DSR NO: 37-07-18-5038-486**Section 7 - NRCS EWP Funding Priority**

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 9).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?	☐	☒		
2. Is this a site where there is serious, but not immediate threat to human life?	☒	☐		2 c,d,e
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	☒	☐		3 c,d,e
4. Is this site a funding priority established by the NRCS Chef?	☐	☒		
The following are modifiers for the above criteria			Modifier	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?			X	
d. Will the proposed action or alternatives protect or conserve existing wetlands?			X	
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			X	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in section 1A, "NRCS Entry Only" box, in "Funding priority number."

Remarks:

DSR NO: 37-07-18-5038-486**Section 8 - Findings**

Enter NEPA compliance finding from section Q of the NRCS-CPA-52.

The DSR was reviewed with the sponsors. Yes ☐ No ☐

NRCS representative of the DSR team: _____

Title: _____ Date: _____

Section 9 - Attachments:

- A. [Location map](#)
- B. Site plan or sketches
- C. NRCS-CPA-52, Environmental Evaluation Worksheet
- D. Other (explain)

Instructions for Completing the NRCS-PDM-20, DSR

-	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS-only portion of section 1A.
1A	Enter the Date, DSR Number, and Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage name, Reach within drainage, and Damage description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	
Section 2	Attach NRCS-CPA 52 that addresses environmental evaluation and special environmental concerns	NRCS only.
Section 3	Identify Property protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original prevent condition or value. The damage dollar method uses an estimate of the future damage to value (e.g., if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors, or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office. The DSR team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from Section 6 from the total near term damage reduction. The	NRCS completes with voluntary assistance from Sponsor.

-	Explanation of Requested Item	Who Completes
	economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
Section 4	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation (NRCS-CPA-52) but may be pertinent in section 7 regarding funding priorities. The Social Considerations section must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 5	Enter the Group Representation for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	NRCS completes using most recent U.S. Census data.
Section 6	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1E. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 7	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a through f in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.
Section 8	Insert the number of the Finding that was checked in section Q of the NRCS-CPA-52. If action is required to meet NEPA requirements, state whether an EA or EIS will be prepared or adopted."	NRCS only.
Section 9	Include attachments for location map, site sketch or plan, a completed NRCS-CPA-52, Environmental Evaluation Worksheet, and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

Natural Resources Conservation Service
DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

Section 1A

Date of report 11/7/2019
DSR number 37-07-18-5038-487
Project number 37-07-18-5038-487

NRCS Entry Only	
Eligible:	Yes ☐ No ☐
Approved:	Yes ☐ No ☐
Funding priority number (from sect. 4)	<u>2c,d,e & 3c,d,e</u>
Limited Resource Area:	Yes ☐ No ☐
☐ 1	Major disaster declaration
☒ 2	Emergency declaration
☐ 3	Fire management assistance declaration
☐ 4	Local declaration

Section 1B - Sponsor Information

Sponsor Name: Pender County
Address: PO Box 5 – 805 S. Walker Street
City/State/Zip: Burgaw, NC 28425
Telephone Number 910) 259-1200 Fax: _____

Section 1C - Site Location Information

County: Pender State NC Congressional District 07
Latitude 34.469 Longitude -78.0968 UTM Coordinates _____
Drainage name Deer Valley Branch Site name Curie 3
Reach 400 ft. up and downstream of NC 210
Damage description Downed trees and other debris are in and/or over the stream.

Section 1D - Site Evaluation

All answers in this section must be YES to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster? ¹	☒	☐	Hurricane Florence
Recovery measures would be for runoff retardation or soil erosion prevention? ¹	☒	☐	Clearing and Snagging
Threat to life and/or property? ¹	☒	☐	Blocked stream flow can cause flooding of streets, business, homes and property.
Event caused a sudden impairment in the watershed? ¹	☒	☐	Downed trees & debris reduced stream flow.
Imminent threat was created by this event? ²	☒	☐	Impairment caused an imminent threat
For structural repairs, not repaired twice within 10 years? ²	☒	☐	No known repairs in the past 10 years
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action? (See completed NRCS-CPA-52 and sections 3 and 4 of DSR. ³)	☒	☐	Action would reduce the imminent threat to life and property.
Proposed action technically viable? (See section 6. ³)	☒	☐	Action would reduce threat

¹ Statutory² Regulation³ The completed DSR and Form NRCS-CPA-52, "Environmental Evaluation Worksheet," are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP program and its possible effects? YES ☒ NO ☐

Comments:

Section 1E - Proposed Action

Describe the preferred alternative (same as NRCS CPA-52, boxes M and G)

Return the stream flow to the pre-storm condition by removing downed trees and other debris from in and over the stream channel.

Total installation cost identified in this DSR from section 6: \$ 13,000.00NRCS 75% cost-share: \$ 9,750.00Sponsor 25% cost-share: \$ 3,250.00

DSR NO: 37-07-18-5038-487

NRCS-PDM-20

Section 1F - NRCS State Office Review and Approval

Reviewed by: _____ Date reviewed _____
State EWP Program Manager

Approved by: _____ Date approved _____
State Conservationist

DSR NO: 37-07-18-5038-487**Section 2 - Environmental Evaluation and Special Environmental Concerns**

See attached NRCS-CPA-52, Environmental Evaluation Worksheet

Section 3 - Economic ConsiderationsThis section must be completed for each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties protected (private)			
Properties protected (public)			
Road Crossing	\$ 30,000.00	50	\$ 15,000.00
Business losses			
Other			
Total near term damage reduction \$			\$ 15,000.00
Net benefit (total near term damage reduction minus Cost from section 6)			\$ 2,000.00

Completed by: Alan Walker Date: 11/7/2019

Section 4 - Social Consideration

This section must be completed for each alternative considered (attach additional sheets as necessary).

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?	☐	☒	No reported loss of life
Is there the potential for loss of life due to damages from the watershed impairment?	☒	☐	Blocked stream flow can cause flooding of streets, business and homes, in addition breaching roads.
Has access to a hospital or medical facility been impaired by watershed impairment?	☐	☒	No reported impairment.
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	☒	☐	Blocked stream flow caused flooding of streets, business and homes which impacted the entire community.
Is there a lack or has there been a reduction of public safety due to watershed impairment?	☐	☒	Blocked stream flow can cause flooding of streets, business and homes, which reduced public safety.

Completed by: Alan Walker Date: 11/7/2019

DSR NO: 37-07-18-5038-487

NRCS-PDM-20

Section 5 - Group Representation Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	18
American Indian/Alaska Native Female Non-Hispanic	104
American Indian/Alaska Native Male Hispanic	18
American Indian/Alaska Native Male Non-Hispanic	103
Asian Female Hispanic	4
Asian Female Non-Hispanic	96
Asian Male Hispanic	4
Asian Male Non-Hispanic	95
Black or African American Female Hispanic	2
Black or African American Female Non-Hispanic	4,630
Black or African American Male Hispanic	1
Black or African American Male Non-Hispanic	4,586
Hawaiian Native/Pacific Islander Female Hispanic	-
Hawaiian Native/Pacific Islander Female Non-Hispanic	21
Hawaiian Native/Pacific Islander Male Hispanic	-
Hawaiian Native/Pacific Islander Male Non-Hispanic	21
White Female Hispanic	597
White Female Non-Hispanic	21,090
White Male Hispanic	592
White Male Non-Hispanic	20,885
Total Group	52,867

Census tract(s) _____

Completed by: Alan Walker Date: 11/7/2019

DSR NO: 37-07-18-5038-487**Section 6 - Engineering Cost Estimate**

This section must be completed for each alternative considered (attach additional sheets as necessary).

Proposed recovery measure (including mitigation)	Quantity	Units	Unit cost (\$)	Amount (\$)
Debris removal (woody, sediment, etc.)	800	ft	\$ 10.00	\$ 8,000.00
Mobilization/demobilization	1	Job	\$ 5,000.00	5,000.00
Total installation cost (enter in sections 1E and 3) \$				13,000.00

Unit Abbreviations

AC	acre
CY	cubic yard
EA	each
HR	hour
LF	linear feet
LS	lump sum
SF	square feet
SY	square yard
TN	ton
Other	
(specify)	_____

Completed by: Alan Walker Date: 11/7/2019

DSR NO: 37-07-18-5038-487**Section 7 - NRCS EWP Funding Priority**

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 9).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?	☐	☒		
2. Is this a site where there is serious, but not immediate threat to human life?	☒	☐		2 c,d,e
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	☒	☐		3 c,d,e
4. Is this site a funding priority established by the NRCS Chef?	☐	☒		
The following are modifiers for the above criteria			Modifier	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?			X	
d. Will the proposed action or alternatives protect or conserve existing wetlands?			X	
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			X	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in section 1A, "NRCS Entry Only" box, in "Funding priority number."

Remarks:

DSR NO: 37-07-18-5038-487**Section 8 - Findings**

Enter NEPA compliance finding from section Q of the NRCS-CPA-52.

The DSR was reviewed with the sponsors. Yes ☐ No ☐

NRCS representative of the DSR team: _____

Title: _____ Date: _____

Section 9 - Attachments:

- A. [Location map](#)
- B. Site plan or sketches
- C. NRCS-CPA-52, Environmental Evaluation Worksheet
- D. Other (explain)

Instructions for Completing the NRCS-PDM-20, DSR

-	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS-only portion of section 1A.
1A	Enter the Date, DSR Number, and Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage name, Reach within drainage, and Damage description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	
Section 2	Attach NRCS-CPA 52 that addresses environmental evaluation and special environmental concerns	NRCS only.
Section 3	Identify Property protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original prevent condition or value. The damage dollar method uses an estimate of the future damage to value (e.g., if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors, or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office. The DSR team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from Section 6 from the total near term damage reduction. The	NRCS completes with voluntary assistance from Sponsor.

-	Explanation of Requested Item	Who Completes
	economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
Section 4	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation (NRCS-CPA-52) but may be pertinent in section 7 regarding funding priorities. The Social Considerations section must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 5	Enter the Group Representation for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	NRCS completes using most recent U.S. Census data.
Section 6	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1E. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 7	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a through f in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.
Section 8	Insert the number of the Finding that was checked in section Q of the NRCS-CPA-52. If action is required to meet NEPA requirements, state whether an EA or EIS will be prepared or adopted."	NRCS only.
Section 9	Include attachments for location map, site sketch or plan, a completed NRCS-CPA-52, Environmental Evaluation Worksheet, and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

Natural Resources Conservation Service
DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

Section 1A

Date of report 11/7/2019
DSR number 37-07-18-5038-488
Project number 37-07-18-5038-488

NRCS Entry Only	
Eligible:	Yes ☐ No ☐
Approved:	Yes ☐ No ☐
Funding priority number (from sect. 4)	<u>2c,d,e & 3c,d,e</u>
Limited Resource Area:	Yes ☐ No ☐
☐ 1	Major disaster declaration
☒ 2	Emergency declaration
☐ 3	Fire management assistance declaration
☐ 4	Local declaration

Section 1B - Sponsor Information

Sponsor Name: Pender County
Address: PO Box 5 – 805 S. Walker Street
City/State/Zip: Burgaw, NC 28425
Telephone Number 910) 259-1200 Fax: _____

Section 1C - Site Location Information

County: Pender State NC Congressional District 07
Latitude 34.4693 Longitude -78.0944 UTM Coordinates _____
Drainage name Deer Valley Branch Site name Curie 4
Reach 400 ft. up and downstream of Borough Road
Damage description Downed trees and other debris are in and/or over the stream.

Section 1D - Site Evaluation

All answers in this section must be YES to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster? ¹	☒	☐	Hurricane Florence
Recovery measures would be for runoff retardation or soil erosion prevention? ¹	☒	☐	Clearing and Snagging
Threat to life and/or property? ¹	☒	☐	Blocked stream flow can cause flooding of streets, business, homes and property.
Event caused a sudden impairment in the watershed? ¹	☒	☐	Downed trees & debris reduced stream flow.
Imminent threat was created by this event? ²	☒	☐	Impairment caused an imminent threat
For structural repairs, not repaired twice within 10 years? ²	☒	☐	No known repairs in the past 10 years
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action? (See completed NRCS-CPA-52 and sections 3 and 4 of DSR. ³)	☒	☐	Action would reduce the imminent threat to life and property.
Proposed action technically viable? (See section 6. ³)	☒	☐	Action would reduce threat

¹ Statutory² Regulation³ The completed DSR and Form NRCS-CPA-52, "Environmental Evaluation Worksheet," are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP program and its possible effects? YES ☒ NO ☐

Comments:

Section 1E - Proposed Action

Describe the preferred alternative (same as NRCS CPA-52, boxes M and G)

Return the stream flow to the pre-storm condition by removing downed trees and other debris from in and over the stream channel.

Total installation cost identified in this DSR from section 6: \$ 13,000.00NRCS 75% cost-share: \$ 9,750.00Sponsor 25% cost-share: \$ 3,250.00

DSR NO: 37-07-18-5038-488

NRCS-PDM-20

Section 1F - NRCS State Office Review and Approval

Reviewed by: _____ Date reviewed _____
State EWP Program Manager

Approved by: _____ Date approved _____
State Conservationist

DSR NO: 37-07-18-5038-488**Section 2 - Environmental Evaluation and Special Environmental Concerns**

See attached NRCS-CPA-52, Environmental Evaluation Worksheet

Section 3 - Economic ConsiderationsThis section must be completed for each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties protected (private)			
Properties protected (public)			
Road Crossing	\$ 30,000.00	50	\$ 15,000.00
Business losses			
Other			
Total near term damage reduction \$			\$ 15,000.00
Net benefit (total near term damage reduction minus Cost from section 6)			\$ 2,000.00

Completed by: Alan Walker Date: 11/7/2019

Section 4 - Social Consideration

This section must be completed for each alternative considered (attach additional sheets as necessary).

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?	☐	☒	No reported loss of life
Is there the potential for loss of life due to damages from the watershed impairment?	☒	☐	Blocked stream flow can cause flooding of streets, business and homes, in addition breaching roads.
Has access to a hospital or medical facility been impaired by watershed impairment?	☐	☒	No reported impairment.
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	☒	☐	Blocked stream flow caused flooding of streets, business and homes which impacted the entire community.
Is there a lack or has there been a reduction of public safety due to watershed impairment?	☐	☒	Blocked stream flow can cause flooding of streets, business and homes, which reduced public safety.

Completed by: Alan Walker Date: 11/7/2019

DSR NO: 37-07-18-5038-488

NRCS-PDM-20

Section 5 - Group Representation Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	18
American Indian/Alaska Native Female Non-Hispanic	104
American Indian/Alaska Native Male Hispanic	18
American Indian/Alaska Native Male Non-Hispanic	103
Asian Female Hispanic	4
Asian Female Non-Hispanic	96
Asian Male Hispanic	4
Asian Male Non-Hispanic	95
Black or African American Female Hispanic	2
Black or African American Female Non-Hispanic	4,630
Black or African American Male Hispanic	1
Black or African American Male Non-Hispanic	4,586
Hawaiian Native/Pacific Islander Female Hispanic	-
Hawaiian Native/Pacific Islander Female Non-Hispanic	21
Hawaiian Native/Pacific Islander Male Hispanic	-
Hawaiian Native/Pacific Islander Male Non-Hispanic	21
White Female Hispanic	597
White Female Non-Hispanic	21,090
White Male Hispanic	592
White Male Non-Hispanic	20,885
Total Group	52,867

Census tract(s) _____

Completed by: Alan Walker Date: 11/7/2019

DSR NO: 37-07-18-5038-488**Section 6 - Engineering Cost Estimate**

This section must be completed for each alternative considered (attach additional sheets as necessary).

Proposed recovery measure (including mitigation)	Quantity	Units	Unit cost (\$)	Amount (\$)
Debris removal (woody, sediment, etc.)	800	ft	\$ 10.00	\$ 8,000.00
Mobilization/demobilization	1	Job	\$ 5,000.00	5,000.00
Total installation cost (enter in sections 1E and 3) \$				13,000.00

Unit Abbreviations

AC	acre
CY	cubic yard
EA	each
HR	hour
LF	linear feet
LS	lump sum
SF	square feet
SY	square yard
TN	ton
Other	
(specify)	_____

Completed by: Alan Walker Date: 11/7/2019

DSR NO: 37-07-18-5038-488**Section 7 - NRCS EWP Funding Priority**

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 9).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?	☐	☒		
2. Is this a site where there is serious, but not immediate threat to human life?	☒	☐		2 c,d,e
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	☒	☐		3 c,d,e
4. Is this site a funding priority established by the NRCS Chef?	☐	☒		
The following are modifiers for the above criteria			Modifier	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?			X	
d. Will the proposed action or alternatives protect or conserve existing wetlands?			X	
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			X	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in section 1A, "NRCS Entry Only" box, in "Funding priority number."

Remarks:

DSR NO: 37-07-18-5038-488**Section 8 - Findings**

Enter NEPA compliance finding from section Q of the NRCS-CPA-52.

The DSR was reviewed with the sponsors. Yes ☐ No ☐

NRCS representative of the DSR team: _____

Title: _____ Date: _____

Section 9 - Attachments:

- A. [Location map](#)
- B. Site plan or sketches
- C. NRCS-CPA-52, Environmental Evaluation Worksheet
- D. Other (explain)

Instructions for Completing the NRCS-PDM-20, DSR

-	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS-only portion of section 1A.
1A	Enter the Date, DSR Number, and Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage name, Reach within drainage, and Damage description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	
Section 2	Attach NRCS-CPA 52 that addresses environmental evaluation and special environmental concerns	NRCS only.
Section 3	Identify Property protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original prevent condition or value. The damage dollar method uses an estimate of the future damage to value (e.g., if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors, or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office. The DSR team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from Section 6 from the total near term damage reduction. The	NRCS completes with voluntary assistance from Sponsor.

-	Explanation of Requested Item	Who Completes
	economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
Section 4	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation (NRCS-CPA-52) but may be pertinent in section 7 regarding funding priorities. The Social Considerations section must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 5	Enter the Group Representation for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	NRCS completes using most recent U.S. Census data.
Section 6	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1E. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 7	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a through f in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.
Section 8	Insert the number of the Finding that was checked in section Q of the NRCS-CPA-52. If action is required to meet NEPA requirements, state whether an EA or EIS will be prepared or adopted."	NRCS only.
Section 9	Include attachments for location map, site sketch or plan, a completed NRCS-CPA-52, Environmental Evaluation Worksheet, and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

Natural Resources Conservation Service
DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

Section 1A

Date of report 11/7/2019
DSR number 37-07-18-5038-489
Project number 37-07-18-5038-489

NRCS Entry Only	
Eligible:	Yes ☐ No ☐
Approved:	Yes ☐ No ☐
Funding priority number (from sect. 4)	<u>2c,d,e & 3c,d,e</u>
Limited Resource Area:	Yes ☐ No ☐
☐ 1	Major disaster declaration
☒ 2	Emergency declaration
☐ 3	Fire management assistance declaration
☐ 4	Local declaration

Section 1B - Sponsor Information

Sponsor Name: Pender County
Address: PO Box 5 – 805 S. Walker Street
City/State/Zip: Burgaw, NC 28425
Telephone Number 910) 259-1200 Fax: _____

Section 1C - Site Location Information

County: Pender State NC Congressional District 07
Latitude 34.6265 Longitude -77.9933 UTM Coordinates _____
Drainage name UT Horse Branch Site name 269 Lake Road
Reach 150 ft downstream of Lake Road
Damage description Streambank erosion site downstream of Lake Road. Downstream of Penderlea Lake.

Section 1D - Site Evaluation

All answers in this section must be YES to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster? ¹	☒	☐	Hurricane Florence
Recovery measures would be for runoff retardation or soil erosion prevention? ¹	☒	☐	Streambank stabilization
Threat to life and/or property? ¹	☒	☐	Blocked stream flow can cause flooding of streets, business, homes and property.
Event caused a sudden impairment in the watershed? ¹	☒	☐	Streambank erosion contributing to excess sediment in stream corridor.
Imminent threat was created by this event? ²	☒	☐	Impairment caused an imminent threat
For structural repairs, not repaired twice within 10 years? ²	☒	☐	No known repairs in the past 10 years
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action? (See completed NRCS-CPA-52 and sections 3 and 4 of DSR. ³)	☒	☐	Action would reduce the imminent threat to life and property.
Proposed action technically viable? (See section 6. ³)	☒	☐	Action would reduce threat

¹ Statutory² Regulation³ The completed DSR and Form NRCS-CPA-52, "Environmental Evaluation Worksheet," are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP program and its possible effects? YES ☒ NO ☐

Comments:

Section 1E - Proposed Action

Describe the preferred alternative (same as NRCS CPA-52, boxes M and G)

Return the stream flow to the pre-storm condition by stabilizing streambank.

Total installation cost identified in this DSR from section 6: \$ 20,929.00

NRCS 75% cost-share: \$ 15,697.00

Sponsor 25% cost-share: \$ 5,232.00

Section 1F - NRCS State Office Review and Approval

Reviewed by: _____ Date reviewed _____
State EWP Program Manager

Approved by: _____ Date approved _____
State Conservationist

DSR NO: 37-07-18-5038-489**Section 2 - Environmental Evaluation and Special Environmental Concerns**

See attached NRCS-CPA-52, Environmental Evaluation Worksheet

Section 3 - Economic ConsiderationsThis section must be completed for each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties protected (private)			
RD 1333 AT P O N D (Pin# 3 3 0 2 - 1 1 - 2 9 4 3 - 0 0 0 0)	\$ 6,460.00	50	\$ 3,230.00
Properties protected (public)			
Road Crossing - Lake Road	\$ 30,000.00	50	\$ 15,000.00
Road Crossing - Horse Branch Road (pond breach potential)	\$ 30,000.00	50	\$ 15,000.00
Business losses			
Other			
Total near term damage reduction \$			\$ 33,230.00
Net benefit (total near term damage reduction minus Cost from section 6)			\$ 12,301.00

Completed by: Alan Walker Date: 11/7/2019

Section 4 - Social Consideration

This section must be completed for each alternative considered (attach additional sheets as necessary).

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?	☐	☒	No reported loss of life
Is there the potential for loss of life due to damages from the watershed impairment?	☒	☐	Blocked stream flow can cause flooding of streets, business and homes, in addition breaching roads.
Has access to a hospital or medical facility been impaired by watershed impairment?	☐	☒	No reported impairment.
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	☒	☐	Blocked stream flow caused flooding of streets, business and homes which impacted the entire community.
Is there a lack or has there been a reduction of public safety due to watershed impairment?	☐	☒	Blocked stream flow can cause flooding of streets, business and homes, which reduced public safety.

Completed by: Alan Walker Date: 11/7/2019

DSR NO: 37-07-18-5038-489

NRCS-PDM-20

Section 5 - Group Representation Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	18
American Indian/Alaska Native Female Non-Hispanic	104
American Indian/Alaska Native Male Hispanic	18
American Indian/Alaska Native Male Non-Hispanic	103
Asian Female Hispanic	4
Asian Female Non-Hispanic	96
Asian Male Hispanic	4
Asian Male Non-Hispanic	95
Black or African American Female Hispanic	2
Black or African American Female Non-Hispanic	4,630
Black or African American Male Hispanic	1
Black or African American Male Non-Hispanic	4,586
Hawaiian Native/Pacific Islander Female Hispanic	-
Hawaiian Native/Pacific Islander Female Non-Hispanic	21
Hawaiian Native/Pacific Islander Male Hispanic	-
Hawaiian Native/Pacific Islander Male Non-Hispanic	21
White Female Hispanic	597
White Female Non-Hispanic	21,090
White Male Hispanic	592
White Male Non-Hispanic	20,885
Total Group	52,867

Census tract(s) _____

Completed by: Alan Walker Date: 11/7/2019

DSR NO: 37-07-18-5038-489**Section 6 - Engineering Cost Estimate**

This section must be completed for each alternative considered (attach additional sheets as necessary).

Proposed recovery measure (including mitigation)	Quantity	Units	Unit cost (\$)	Amount (\$)
NC DOT Class 1 Riprap	110	tons	\$ 91.50	\$ 10,065.00
Excavator w/operator	18	hours	\$ 185.00	3,330.00
Dump Truck w/operator	18	hours	\$ 89.00	1,602.00
2 Laborers	18	hours	\$ 24.00	432.00
Vegetation for disturbed area	1	Job	\$ 500.00	500.00
Mobilization/demobilization	1	Job	\$ 5,000.00	5,000.00
Total installation cost (enter in sections 1E and 3) \$				20,929.00

Unit Abbreviations

AC	acre
CY	cubic yard
EA	each
HR	hour
LF	linear feet
LS	lump sum
SF	square feet
SY	square yard
TN	ton
Other	
(specify)	_____

Completed by: Alan Walker Date: 11/7/2019

DSR NO: 37-07-18-5038-489**Section 7 - NRCS EWP Funding Priority**

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 9).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?	☐	☒		
2. Is this a site where there is serious, but not immediate threat to human life?	☒	☐		2 c,d,e
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	☒	☐		3 c,d,e
4. Is this site a funding priority established by the NRCS Chef?	☐	☒		
The following are modifiers for the above criteria			Modifier	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?			X	
d. Will the proposed action or alternatives protect or conserve existing wetlands?			X	
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			X	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in section 1A, "NRCS Entry Only" box, in "Funding priority number."

Remarks:

DSR NO: 37-07-18-5038-489**Section 8 - Findings**

Enter NEPA compliance finding from section Q of the NRCS-CPA-52.

The DSR was reviewed with the sponsors. Yes ☐ No ☐

NRCS representative of the DSR team: _____

Title: _____ Date: _____

Section 9 - Attachments:

- A. [Location map](#)
- B. Site plan or sketches
- C. NRCS-CPA-52, Environmental Evaluation Worksheet
- D. Other (explain)

Instructions for Completing the NRCS-PDM-20, DSR

-	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS-only portion of section 1A.
1A	Enter the Date, DSR Number, and Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage name, Reach within drainage, and Damage description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	
Section 2	Attach NRCS-CPA 52 that addresses environmental evaluation and special environmental concerns	NRCS only.
Section 3	Identify Property protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original prevent condition or value. The damage dollar method uses an estimate of the future damage to value (e.g., if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors, or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office. The DSR team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from Section 6 from the total near term damage reduction. The	NRCS completes with voluntary assistance from Sponsor.

-	Explanation of Requested Item	Who Completes
	economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
Section 4	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation (NRCS-CPA-52) but may be pertinent in section 7 regarding funding priorities. The Social Considerations section must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 5	Enter the Group Representation for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	NRCS completes using most recent U.S. Census data.
Section 6	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1E. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 7	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a through f in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.
Section 8	Insert the number of the Finding that was checked in section Q of the NRCS-CPA-52. If action is required to meet NEPA requirements, state whether an EA or EIS will be prepared or adopted."	NRCS only.
Section 9	Include attachments for location map, site sketch or plan, a completed NRCS-CPA-52, Environmental Evaluation Worksheet, and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

Natural Resources Conservation Service
DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

Section 1A

Date of report 11/7/2019
DSR number 37-07-18-5038-490
Project number 37-07-18-5038-490

NRCS Entry Only	
Eligible:	Yes ☐ No ☐
Approved:	Yes ☐ No ☐
Funding priority number (from sect. 4)	<u>2c,d,e & 3c,d,e</u>
Limited Resource Area:	Yes ☐ No ☐
☐ 1	Major disaster declaration
☒ 2	Emergency declaration
☐ 3	Fire management assistance declaration
☐ 4	Local declaration

Section 1B - Sponsor Information

Sponsor Name: Pender County
Address: PO Box 5 – 805 S. Walker Street
City/State/Zip: Burgaw, NC 28425
Telephone Number 910) 259-1200 Fax: _____

Section 1C - Site Location Information

County: Pender State NC Congressional District 07
Latitude 34.3975 Longitude -77.6419 UTM Coordinates _____
Drainage name UT Intercoastal Waterway Site name 328 Tall Ships Lane
Reach 400 ft. up and downstream of Tall Ships Lane
Damage description Downed trees and other debris are in and/or over the stream.

Section 1D - Site Evaluation

All answers in this section must be YES to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster? ¹	☒	☐	Hurricane Florence
Recovery measures would be for runoff retardation or soil erosion prevention? ¹	☒	☐	Clearing and Snagging
Threat to life and/or property? ¹	☒	☐	Blocked stream flow can cause flooding of streets, business, homes and property.
Event caused a sudden impairment in the watershed? ¹	☒	☐	Downed trees & debris reduced stream flow.
Imminent threat was created by this event? ²	☒	☐	Impairment caused an imminent threat
For structural repairs, not repaired twice within 10 years? ²	☒	☐	No known repairs in the past 10 years
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action? (See completed NRCS-CPA-52 and sections 3 and 4 of DSR. ³)	☒	☐	Action would reduce the imminent threat to life and property.
Proposed action technically viable? (See section 6. ³)	☒	☐	Action would reduce threat

¹ Statutory² Regulation³ The completed DSR and Form NRCS-CPA-52, "Environmental Evaluation Worksheet," are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP program and its possible effects? YES ☒ NO ☐

Comments:

Section 1E - Proposed Action

Describe the preferred alternative (same as NRCS CPA-52, boxes M and G)

Return the stream flow to the pre-storm condition by removing downed trees and other debris from in and over the stream channel.

Total installation cost identified in this DSR from section 6: \$ 13,000.00NRCS 75% cost-share: \$ 9,750.00Sponsor 25% cost-share: \$ 3,250.00

Section 1F - NRCS State Office Review and Approval

Reviewed by: _____ Date reviewed _____
State EWP Program Manager

Approved by: _____ Date approved _____
State Conservationist

DSR NO: 37-07-18-5038-490**Section 2 - Environmental Evaluation and Special Environmental Concerns**

See attached NRCS-CPA-52, Environmental Evaluation Worksheet

Section 3 - Economic ConsiderationsThis section must be completed for each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties protected (private)			
Properties protected (public)			
Road Crossing	\$ 30,000.00	50	\$ 15,000.00
Business losses			
Other			
Total near term damage reduction \$			\$ 15,000.00
Net benefit (total near term damage reduction minus Cost from section 6)			\$ 2,000.00

Completed by: Alan Walker Date: 11/8/2019

Section 4 - Social Consideration

This section must be completed for each alternative considered (attach additional sheets as necessary).

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?	☐	☒	No reported loss of life
Is there the potential for loss of life due to damages from the watershed impairment?	☒	☐	Blocked stream flow can cause flooding of streets, business and homes, in addition breaching roads.
Has access to a hospital or medical facility been impaired by watershed impairment?	☐	☒	No reported impairment.
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	☒	☐	Blocked stream flow caused flooding of streets, business and homes which impacted the entire community.
Is there a lack or has there been a reduction of public safety due to watershed impairment?	☐	☒	Blocked stream flow can cause flooding of streets, business and homes, which reduced public safety.

Completed by: Alan Walker Date: 11/8/2019

DSR NO: 37-07-18-5038-490

NRCS-PDM-20

Section 5 - Group Representation Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	18
American Indian/Alaska Native Female Non-Hispanic	104
American Indian/Alaska Native Male Hispanic	18
American Indian/Alaska Native Male Non-Hispanic	103
Asian Female Hispanic	4
Asian Female Non-Hispanic	96
Asian Male Hispanic	4
Asian Male Non-Hispanic	95
Black or African American Female Hispanic	2
Black or African American Female Non-Hispanic	4,630
Black or African American Male Hispanic	1
Black or African American Male Non-Hispanic	4,586
Hawaiian Native/Pacific Islander Female Hispanic	-
Hawaiian Native/Pacific Islander Female Non-Hispanic	21
Hawaiian Native/Pacific Islander Male Hispanic	-
Hawaiian Native/Pacific Islander Male Non-Hispanic	21
White Female Hispanic	597
White Female Non-Hispanic	21,090
White Male Hispanic	592
White Male Non-Hispanic	20,885
Total Group	52,867

Census tract(s) _____

Completed by: Alan Walker Date: 11/8/2019

DSR NO: 37-07-18-5038-490**Section 6 - Engineering Cost Estimate**

This section must be completed for each alternative considered (attach additional sheets as necessary).

Proposed recovery measure (including mitigation)	Quantity	Units	Unit cost (\$)	Amount (\$)
Debris removal (woody, sediment, etc.)	800	ft	\$ 10.00	\$ 8,000.00
Mobilization/demobilization	1	Job	\$ 5,000.00	5,000.00
Total installation cost (enter in sections 1E and 3) \$				13,000.00

Unit Abbreviations

AC	acre
CY	cubic yard
EA	each
HR	hour
LF	linear feet
LS	lump sum
SF	square feet
SY	square yard
TN	ton
Other	
(specify)	_____

Completed by: Alan Walker Date: 11/8/2019

DSR NO: 37-07-18-5038-490**Section 7 - NRCS EWP Funding Priority**

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 9).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?	☐	☒		
2. Is this a site where there is serious, but not immediate threat to human life?	☒	☐		2 c,d,e
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	☒	☐		3 c,d,e
4. Is this site a funding priority established by the NRCS Chef?	☐	☒		
The following are modifiers for the above criteria			Modifier	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?			X	
d. Will the proposed action or alternatives protect or conserve existing wetlands?			X	
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			X	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in section 1A, "NRCS Entry Only" box, in "Funding priority number."

Remarks:

DSR NO: 37-07-18-5038-490**Section 8 - Findings**

Enter NEPA compliance finding from section Q of the NRCS-CPA-52.

The DSR was reviewed with the sponsors. Yes ☐ No ☐

NRCS representative of the DSR team: _____

Title: _____ Date: _____

Section 9 - Attachments:

- A. [Location map](#)
- B. Site plan or sketches
- C. NRCS-CPA-52, Environmental Evaluation Worksheet
- D. Other (explain)

Instructions for Completing the NRCS-PDM-20, DSR

-	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS-only portion of section 1A.
1A	Enter the Date, DSR Number, and Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage name, Reach within drainage, and Damage description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	
Section 2	Attach NRCS-CPA 52 that addresses environmental evaluation and special environmental concerns	NRCS only.
Section 3	Identify Property protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original prevent condition or value. The damage dollar method uses an estimate of the future damage to value (e.g., if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors, or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office. The DSR team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from Section 6 from the total near term damage reduction. The	NRCS completes with voluntary assistance from Sponsor.

-	Explanation of Requested Item	Who Completes
	economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
Section 4	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation (NRCS-CPA-52) but may be pertinent in section 7 regarding funding priorities. The Social Considerations section must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 5	Enter the Group Representation for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	NRCS completes using most recent U.S. Census data.
Section 6	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1E. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 7	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a through f in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.
Section 8	Insert the number of the Finding that was checked in section Q of the NRCS-CPA-52. If action is required to meet NEPA requirements, state whether an EA or EIS will be prepared or adopted."	NRCS only.
Section 9	Include attachments for location map, site sketch or plan, a completed NRCS-CPA-52, Environmental Evaluation Worksheet, and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

Natural Resources Conservation Service
DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

Section 1A

Date of report 1/10/20

DSR number 37-07-18-5038-491

Project number 5038-491

NRCS Entry Only	
Eligible:	Yes ☒ No ☐
Approved:	Yes ☒ No ☐
Funding priority number (from sect. 4)	<u>3e</u>
Limited Resource Area:	Yes ☐ No ☒
☒ 1	Major disaster declaration
☐ 2	Emergency declaration
☐ 3	Fire management assistance declaration
☐ 4	Local declaration

Section 1B - Sponsor Information

Sponsor Name: Pender County

Address: PO Box 5 – 805 S. Walker Street

City/State/Zip: Burgaw, NC 28425

Telephone Number (910) 259-1200 Fax: _____

Section 1C - Site Location Information

County: Pender State NC Congressional District 07

Latitude See Attached Longitude See Attached UTM Coordinates _____

Drainage name See Attached Site name Atkinson sites 1-6

Reach _____

Damage description Due to out of bank flow and high winds, sediment and trees were deposited in the river.

Section 1D - Site Evaluation

All answers in this section must be YES to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster? ¹	☒	☐	Hurricane Florence
Recovery measures would be for runoff retardation or soil erosion prevention? ¹	☒	☐	
Threat to life and/or property? ¹	☒	☐	
Event caused a sudden impairment in the watershed? ¹	☒	☐	
Imminent threat was created by this event? ²	☒	☐	
For structural repairs, not repaired twice within 10 years? ²	☒	☐	
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action? (See completed NRCS-CPA-52 and sections 3 and 4 of DSR. ³)	☒	☐	
Proposed action technically viable? (See section 6. ³)	☒	☐	

¹ Statutory² Regulation³ The completed DSR and Form NRCS-CPA-52, "Environmental Evaluation Worksheet," are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP program and its possible effects? YES ☒ NO ☐

Comments:

Section 1E - Proposed Action

Describe the preferred alternative (same as NRCS CPA-52, boxes M and G)

Removal of debris and sediment will greatly improve channel flow capacity and reduce flooding threat. Stabilizing bank will reduce erosion.

(Debris removal and bank stabilization (bank shaping, placement of NC DOT Class 1 rock or erosion control blanket))

Total installation cost identified in this DSR from section 6: \$ 62,100.00NRCS 75% cost-share: \$ 46,575.00Sponsor 25% cost-share: \$ 15,525.00

Section 1F - NRCS State Office Review and Approval

Reviewed by: _____ Date reviewed _____
State EWP Program Manager

Approved by: _____ Date approved _____
State Conservationist

DSR NO: 37-07-18-5038-491**Section 2 - Environmental Evaluation and Special Environmental Concerns**

See attached NRCS-CPA-52, Environmental Evaluation Worksheet

Section 3 - Economic ConsiderationsThis section must be completed for each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties protected (private)			
Properties protected (public)			
Site 1-6 (secondary road crossings)	\$ 1,500,000.0	10	\$ 150,000.00
Business losses			
Other			
Total near term damage reduction \$			\$ 150,000.00
Net benefit (total near term damage reduction minus Cost from section 6)			\$ 87,900.00

Completed by: Chris Bellamy Date: 1/13/20

Section 4 - Social Consideration

This section must be completed for each alternative considered (attach additional sheets as necessary).

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?	☐	☒	
Is there the potential for loss of life due to damages from the watershed impairment?	☒	☐	Restricted channel capacity could increase flooding of public roads and homes.
Has access to a hospital or medical facility been impaired by watershed impairment?	☐	☒	
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	☐	☒	
Is there a lack or has there been a reduction of public safety due to watershed impairment?	☒	☐	Restricted channel capacity could increase flooding of public roads and homes.

Completed by: Chris Bellamy Date: 1/08/20

DSR NO: 37-07-18-5038-491

NRCS-PDM-20

Section 5 - Group Representation Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	18
American Indian/Alaska Native Female Non-Hispanic	104
American Indian/Alaska Native Male Hispanic	18
American Indian/Alaska Native Male Non-Hispanic	103
Asian Female Hispanic	4
Asian Female Non-Hispanic	96
Asian Male Hispanic	4
Asian Male Non-Hispanic	95
Black or African American Female Hispanic	2
Black or African American Female Non-Hispanic	4630
Black or African American Male Hispanic	1
Black or African American Male Non-Hispanic	4586
Hawaiian Native/Pacific Islander Female Hispanic	
Hawaiian Native/Pacific Islander Female Non-Hispanic	21
Hawaiian Native/Pacific Islander Male Hispanic	
Hawaiian Native/Pacific Islander Male Non-Hispanic	21
White Female Hispanic	597
White Female Non-Hispanic	21090
White Male Hispanic	592
White Male Non-Hispanic	20885
Total Group	52,867

Census tract(s) _____

Completed by: Chris Bellamy Date: 1/8/20

DSR NO: 37-07-18-5038-491**Section 6 - Engineering Cost Estimate**

This section must be completed for each alternative considered (attach additional sheets as necessary).

Proposed recovery measure (including mitigation)	Quantity	Units	Unit cost (\$)	Amount (\$)
Total debris removal	3600	FT	\$ 6.00	\$ 21,600.00
Sediment removal	300	CY	\$ 20.00	6,000.00
Bank shaping	150	CY	\$ 30.00	4,500.00
Erosion control blanket	1800	SF	\$ 5.00	9,000.00
Seeding	0.2	LS	\$ 1,000.00	1,000.00
Mobilization	1	LS	\$ 20,000.00	20,000.00
This includes:				
Site 1 - Debris Removal (400 ft up and down stream)				
Site 2 - Debris Removal (300 ft up and down stream)				
Site 3 - Debris Removal (400 ft up and down stream)				
Site 4 - Debris Removal (400 ft up and down stream)				
Site 5 - Debris Removal (300 ft down stream)				
Site 6 - Debris Removal (300 ft down stream)				
Total installation cost (enter in sections 1E and 3) \$				62,100.00

Unit Abbreviations

AC	acre
CY	cubic yard
EA	each
HR	hour
LF	linear feet
LS	lump sum
SF	square feet
SY	square yard
TN	ton
Other (specify)	_____

Completed by: Chris Bellamy Date: 1/13/20

DSR NO: 37-07-18-5038-491**Section 7 - NRCS EWP Funding Priority**

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 9).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?	☐	☒		
2. Is this a site where there is serious, but not immediate threat to human life?	☐	☒		
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	☒	☐		3e
4. Is this site a funding priority established by the NRCS Chief?	☐	☒		
The following are modifiers for the above criteria			Modifier	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?				
d. Will the proposed action or alternatives protect or conserve existing wetlands?				
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			X	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in section 1A, "NRCS Entry Only" box, in "Funding priority number."

Remarks:

DSR NO: 37-07-18-5038-491**Section 8 - Findings**

Enter NEPA compliance finding from section Q of the NRCS-CPA-52.

3) The preferred alternative: is a federal action that has been sufficiently analyzed in an existing state, regional, or national NEPA document and there are no predicted significant adverse environmental effects or extraordinary circumstances.

The DSR was reviewed with the sponsors. Yes ☒ No ☐

NRCS representative of the DSR team: CBellamy

Title: Engineer Date: 01/20

Section 9 - Attachments:

- A. Location map
- B. Site plan or sketches
- C. NRCS-CPA-52, Environmental Evaluation Worksheet
- D. Other (explain)

Instructions for Completing the NRCS-PDM-20, DSR

-	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS-only portion of section 1A.
1A	Enter the Date, DSR Number, and Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage name, Reach within drainage, and Damage description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	
Section 2	Attach NRCS-CPA 52 that addresses environmental evaluation and special environmental concerns	NRCS only.
Section 3	Identify Property protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original prevent condition or value. The damage dollar method uses an estimate of the future damage to value (e.g., if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors, or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office. The DSR team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from Section 6 from the total near term damage reduction. The	NRCS completes with voluntary assistance from Sponsor.

-	Explanation of Requested Item	Who Completes
	economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
Section 4	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation (NRCS-CPA-52) but may be pertinent in section 7 regarding funding priorities. The Social Considerations section must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 5	Enter the Group Representation for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	NRCS completes using most recent U.S. Census data.
Section 6	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1E. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 7	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a through f in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.
Section 8	Insert the number of the Finding that was checked in section Q of the NRCS-CPA-52. If action is required to meet NEPA requirements, state whether an EA or EIS will be prepared or adopted."	NRCS only.
Section 9	Include attachments for location map, site sketch or plan, a completed NRCS-CPA-52, Environmental Evaluation Worksheet, and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

Natural Resources Conservation Service
DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

Section 1A

Date of report 1/10/20

DSR number 37-07-18-5038-491

Project number 5038-491

NRCS Entry Only	
Eligible:	Yes ☒ No ☐
Approved:	Yes ☒ No ☐
Funding priority number (from sect. 4)	<u>3e</u>
Limited Resource Area:	Yes ☐ No ☒
☒ 1	Major disaster declaration
☐ 2	Emergency declaration
☐ 3	Fire management assistance declaration
☐ 4	Local declaration

Section 1B - Sponsor Information

Sponsor Name: Pender County

Address: PO Box 5 – 805 S. Walker Street

City/State/Zip: Burgaw, NC 28425

Telephone Number (910) 259-1200 Fax: _____

Section 1C - Site Location Information

County: Pender State NC Congressional District 07

Latitude See Attached Longitude See Attached UTM Coordinates _____

Drainage name See Attached Site name Atkinson sites 1-6

Reach _____

Damage description Due to out of bank flow and high winds, sediment and trees were deposited in the river.

Section 1D - Site Evaluation

All answers in this section must be YES to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster? ¹	☒	☐	Hurricane Florence
Recovery measures would be for runoff retardation or soil erosion prevention? ¹	☒	☐	
Threat to life and/or property? ¹	☒	☐	
Event caused a sudden impairment in the watershed? ¹	☒	☐	
Imminent threat was created by this event? ²	☒	☐	
For structural repairs, not repaired twice within 10 years? ²	☒	☐	
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action? (See completed NRCS-CPA-52 and sections 3 and 4 of DSR. ³)	☒	☐	
Proposed action technically viable? (See section 6. ³)	☒	☐	

¹ Statutory² Regulation³ The completed DSR and Form NRCS-CPA-52, "Environmental Evaluation Worksheet," are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP program and its possible effects? YES ☒ NO ☐

Comments:

Section 1E - Proposed Action

Describe the preferred alternative (same as NRCS CPA-52, boxes M and G)

Removal of debris and sediment will greatly improve channel flow capacity and reduce flooding threat. Stabilizing bank will reduce erosion.

(Debris removal and bank stabilization (bank shaping, placement of NC DOT Class 1 rock or erosion control blanket))

Total installation cost identified in this DSR from section 6: \$ 62,100.00

NRCS 75% cost-share: \$ 46,575.00

Sponsor 25% cost-share: \$ 15,525.00

Section 1F - NRCS State Office Review and Approval

Reviewed by:

Date reviewed _____

State EWP Program Manager

Approved by:

Date approved _____

State Conservationist

DSR NO: 37-07-18-5038-491**Section 2 - Environmental Evaluation and Special Environmental Concerns**

See attached NRCS-CPA-52, Environmental Evaluation Worksheet

Section 3 - Economic ConsiderationsThis section must be completed for each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties protected (private)			
Properties protected (public)			
Site 1-6 (secondary road crossings)	\$ 1,500,000.0	10	\$ 150,000.00
Business losses			
Other			
Total near term damage reduction \$			\$ 150,000.00
Net benefit (total near term damage reduction minus Cost from section 6)			\$ 87,900.00

Completed by: Chris Bellamy Date: 1/13/20

Section 4 - Social Consideration

This section must be completed for each alternative considered (attach additional sheets as necessary).

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?	☐	☒	
Is there the potential for loss of life due to damages from the watershed impairment?	☒	☐	Restricted channel capacity could increase flooding of public roads and homes.
Has access to a hospital or medical facility been impaired by watershed impairment?	☐	☒	
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	☐	☒	
Is there a lack or has there been a reduction of public safety due to watershed impairment?	☒	☐	Restricted channel capacity could increase flooding of public roads and homes.

Completed by: Chris Bellamy Date: 1/08/20

DSR NO: 37-07-18-5038-491

NRCS-PDM-20

Section 5 - Group Representation Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	18
American Indian/Alaska Native Female Non-Hispanic	104
American Indian/Alaska Native Male Hispanic	18
American Indian/Alaska Native Male Non-Hispanic	103
Asian Female Hispanic	4
Asian Female Non-Hispanic	96
Asian Male Hispanic	4
Asian Male Non-Hispanic	95
Black or African American Female Hispanic	2
Black or African American Female Non-Hispanic	4630
Black or African American Male Hispanic	1
Black or African American Male Non-Hispanic	4586
Hawaiian Native/Pacific Islander Female Hispanic	
Hawaiian Native/Pacific Islander Female Non-Hispanic	21
Hawaiian Native/Pacific Islander Male Hispanic	
Hawaiian Native/Pacific Islander Male Non-Hispanic	21
White Female Hispanic	597
White Female Non-Hispanic	21090
White Male Hispanic	592
White Male Non-Hispanic	20885
Total Group	52,867

Census tract(s) _____

Completed by: Chris Bellamy Date: 1/8/20

6 of 11
June 2016

DSR NO: 37-07-18-5038-491**Section 6 - Engineering Cost Estimate**

This section must be completed for each alternative considered (attach additional sheets as necessary).

Proposed recovery measure (including mitigation)	Quantity	Units	Unit cost (\$)	Amount (\$)
Total debris removal	3600	FT	\$ 6.00	\$ 21,600.00
Sediment removal	300	CY	\$ 20.00	6,000.00
Bank shaping	150	CY	\$ 30.00	4,500.00
Erosion control blanket	1800	SF	\$ 5.00	9,000.00
Seeding	0.2	LS	\$ 1,000.00	1,000.00
Mobilization	1	LS	\$ 20,000.00	20,000.00
This includes:				
Site 1 - Debris Removal (400 ft up and down stream)				
Site 2 - Debris Removal (300 ft up and down stream)				
Site 3 - Debris Removal (400 ft up and down stream)				
Site 4 - Debris Removal (400 ft up and down stream)				
Site 5 - Debris Removal (300 ft down stream)				
Site 6 - Debris Removal (300 ft down stream)				
Total installation cost (enter in sections 1E and 3) \$				62,100.00

Unit Abbreviations

AC	acre
CY	cubic yard
EA	each
HR	hour
LF	linear feet
LS	lump sum
SF	square feet
SY	square yard
TN	ton
Other (specify)	_____

Completed by: Chris Bellamy Date: 1/13/20

DSR NO: 37-07-18-5038-491**Section 7 - NRCS EWP Funding Priority**

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 9).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?	☐	☒		
2. Is this a site where there is serious, but not immediate threat to human life?	☐	☒		
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	☒	☐		3e
4. Is this site a funding priority established by the NRCS Chief?	☐	☒		
The following are modifiers for the above criteria			Modifier	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?				
d. Will the proposed action or alternatives protect or conserve existing wetlands?				
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			X	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in section 1A, "NRCS Entry Only" box, in "Funding priority number."

Remarks:

DSR NO: 37-07-18-5038-491**Section 8 - Findings**

Enter NEPA compliance finding from section Q of the NRCS-CPA-52.

3) The preferred alternative: is a federal action that has been sufficiently analyzed in an existing state, regional, or national NEPA document and there are no predicted significant adverse environmental effects or extraordinary circumstances.

The DSR was reviewed with the sponsors. Yes ☒ No ☐

NRCS representative of the DSR team: CBellamy

Title: Engineer Date: 01/20

Section 9 - Attachments:

- A. Location map
- B. Site plan or sketches
- C. NRCS-CPA-52, Environmental Evaluation Worksheet
- D. Other (explain)

Instructions for Completing the NRCS-PDM-20, DSR

-	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS-only portion of section 1A.
1A	Enter the Date, DSR Number, and Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage name, Reach within drainage, and Damage description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	
Section 2	Attach NRCS-CPA 52 that addresses environmental evaluation and special environmental concerns	NRCS only.
Section 3	Identify Property protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original prevent condition or value. The damage dollar method uses an estimate of the future damage to value (e.g., if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors, or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office. The DSR team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from Section 6 from the total near term damage reduction. The	NRCS completes with voluntary assistance from Sponsor.

-	Explanation of Requested Item	Who Completes
	economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
Section 4	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation (NRCS-CPA-52) but may be pertinent in section 7 regarding funding priorities. The Social Considerations section must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 5	Enter the Group Representation for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	NRCS completes using most recent U.S. Census data.
Section 6	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1E. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 7	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a through f in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.
Section 8	Insert the number of the Finding that was checked in section Q of the NRCS-CPA-52. If action is required to meet NEPA requirements, state whether an EA or EIS will be prepared or adopted."	NRCS only.
Section 9	Include attachments for location map, site sketch or plan, a completed NRCS-CPA-52, Environmental Evaluation Worksheet, and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

Natural Resources Conservation Service
DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

Section 1A

Date of report 1/10/20

DSR number 37-07-18-5038-491

Project number 5038-491

NRCS Entry Only	
Eligible:	Yes ☒ No ☐
Approved:	Yes ☒ No ☐
Funding priority number (from sect. 4)	<u>3e</u>
Limited Resource Area:	Yes ☐ No ☒
☒ 1	Major disaster declaration
☐ 2	Emergency declaration
☐ 3	Fire management assistance declaration
☐ 4	Local declaration

Section 1B - Sponsor Information

Sponsor Name: Pender County

Address: PO Box 5 – 805 S. Walker Street

City/State/Zip: Burgaw, NC 28425

Telephone Number (910) 259-1200 Fax: _____

Section 1C - Site Location Information

County: Pender State NC Congressional District 07

Latitude See Attached Longitude See Attached UTM Coordinates _____

Drainage name See Attached Site name Atkinson sites 1-6

Reach _____

Damage description Due to out of bank flow and high winds, sediment and trees were deposited in the river.

Section 1D - Site Evaluation

All answers in this section must be YES to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster? ¹	☒	☐	Hurricane Florence
Recovery measures would be for runoff retardation or soil erosion prevention? ¹	☒	☐	
Threat to life and/or property? ¹	☒	☐	
Event caused a sudden impairment in the watershed? ¹	☒	☐	
Imminent threat was created by this event? ²	☒	☐	
For structural repairs, not repaired twice within 10 years? ²	☒	☐	
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action? (See completed NRCS-CPA-52 and sections 3 and 4 of DSR. ³)	☒	☐	
Proposed action technically viable? (See section 6. ³)	☒	☐	

¹ Statutory

² Regulation

³ The completed DSR and Form NRCS-CPA-52, "Environmental Evaluation Worksheet," are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP program and its possible effects? YES ☒ NO ☐

Comments:

Section 1E - Proposed Action

Describe the preferred alternative (same as NRCS CPA-52, boxes M and G)

Removal of debris and sediment will greatly improve channel flow capacity and reduce flooding threat. Stabilizing bank will reduce erosion.

(Debris removal and bank stabilization (bank shaping, placement of NC DOT Class 1 rock or erosion control blanket))

Total installation cost identified in this DSR from section 6: \$ 62,100.00

NRCS 75% cost-share: \$ 46,575.00

Sponsor 25% cost-share: \$ 15,525.00

Section 1F - NRCS State Office Review and Approval

Reviewed by:

Date reviewed _____

State EWP Program Manager

Approved by:

Date approved _____

State Conservationist

DSR NO: 37-07-18-5038-491**Section 2 - Environmental Evaluation and Special Environmental Concerns**

See attached NRCS-CPA-52, Environmental Evaluation Worksheet

Section 3 - Economic ConsiderationsThis section must be completed for each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties protected (private)			
Properties protected (public)			
Site 1-6 (secondary road crossings)	\$ 1,500,000.0	10	\$ 150,000.00
Business losses			
Other			
Total near term damage reduction \$			\$ 150,000.00
Net benefit (total near term damage reduction minus Cost from section 6)			\$ 87,900.00

Completed by: Chris Bellamy Date: 1/13/20

Section 4 - Social Consideration

This section must be completed for each alternative considered (attach additional sheets as necessary).

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?	☐	☒	
Is there the potential for loss of life due to damages from the watershed impairment?	☒	☐	Restricted channel capacity could increase flooding of public roads and homes.
Has access to a hospital or medical facility been impaired by watershed impairment?	☐	☒	
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	☐	☒	
Is there a lack or has there been a reduction of public safety due to watershed impairment?	☒	☐	Restricted channel capacity could increase flooding of public roads and homes.

Completed by: Chris Bellamy Date: 1/08/20

DSR NO: 37-07-18-5038-491

NRCS-PDM-20

Section 5 - Group Representation Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	18
American Indian/Alaska Native Female Non-Hispanic	104
American Indian/Alaska Native Male Hispanic	18
American Indian/Alaska Native Male Non-Hispanic	103
Asian Female Hispanic	4
Asian Female Non-Hispanic	96
Asian Male Hispanic	4
Asian Male Non-Hispanic	95
Black or African American Female Hispanic	2
Black or African American Female Non-Hispanic	4630
Black or African American Male Hispanic	1
Black or African American Male Non-Hispanic	4586
Hawaiian Native/Pacific Islander Female Hispanic	
Hawaiian Native/Pacific Islander Female Non-Hispanic	21
Hawaiian Native/Pacific Islander Male Hispanic	
Hawaiian Native/Pacific Islander Male Non-Hispanic	21
White Female Hispanic	597
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Total Group	52,867

Census tract(s) _____

Completed by: Chris Bellamy Date: 1/8/20

6 of 11
June 2016

DSR NO: 37-07-18-5038-491**Section 6 - Engineering Cost Estimate**

This section must be completed for each alternative considered (attach additional sheets as necessary).

Proposed recovery measure (including mitigation)	Quantity	Units	Unit cost (\$)	Amount (\$)
Total debris removal	3600	FT	\$ 6.00	\$ 21,600.00
Sediment removal	300	CY	\$ 20.00	6,000.00
Bank shaping	150	CY	\$ 30.00	4,500.00
Erosion control blanket	1800	SF	\$ 5.00	9,000.00
Seeding	0.2	LS	\$ 1,000.00	1,000.00
Mobilization	1	LS	\$ 20,000.00	20,000.00
This includes:				
Site 1 - Debris Removal (400 ft up and down stream)				
Site 2 - Debris Removal (300 ft up and down stream)				
Site 3 - Debris Removal (400 ft up and down stream)				
Site 4 - Debris Removal (400 ft up and down stream)				
Site 5 - Debris Removal (300 ft down stream)				
Site 6 - Debris Removal (300 ft down stream)				
Total installation cost (enter in sections 1E and 3) \$				62,100.00

Unit Abbreviations

AC	acre
CY	cubic yard
EA	each
HR	hour
LF	linear feet
LS	lump sum
SF	square feet
SY	square yard
TN	ton
Other (specify)	_____

Completed by: Chris Bellamy Date: 1/13/20

DSR NO: 37-07-18-5038-491**Section 7 - NRCS EWP Funding Priority**

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 9).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?	☐	☒		
2. Is this a site where there is serious, but not immediate threat to human life?	☐	☒		
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	☒	☐		3e
4. Is this site a funding priority established by the NRCS Chief?	☐	☒		
The following are modifiers for the above criteria			Modifier	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?				
d. Will the proposed action or alternatives protect or conserve existing wetlands?				
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			X	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in section 1A, "NRCS Entry Only" box, in "Funding priority number."

Remarks:

DSR NO: 37-07-18-5038-491**Section 8 - Findings**

Enter NEPA compliance finding from section Q of the NRCS-CPA-52.

3) The preferred alternative: is a federal action that has been sufficiently analyzed in an existing state, regional, or national NEPA document and there are no predicted significant adverse environmental effects or extraordinary circumstances.

The DSR was reviewed with the sponsors. Yes ☒ No ☐

NRCS representative of the DSR team: CBellamy

Title: Engineer Date: 01/20

Section 9 - Attachments:

- A. Location map
- B. Site plan or sketches
- C. NRCS-CPA-52, Environmental Evaluation Worksheet
- D. Other (explain)

Instructions for Completing the NRCS-PDM-20, DSR

-	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS-only portion of section 1A.
1A	Enter the Date, DSR Number, and Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage name, Reach within drainage, and Damage description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	
Section 2	Attach NRCS-CPA 52 that addresses environmental evaluation and special environmental concerns	NRCS only.
Section 3	Identify Property protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original prevent condition or value. The damage dollar method uses an estimate of the future damage to value (e.g., if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors, or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office. The DSR team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from Section 6 from the total near term damage reduction. The	NRCS completes with voluntary assistance from Sponsor.

-	Explanation of Requested Item	Who Completes
	economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
Section 4	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation (NRCS-CPA-52) but may be pertinent in section 7 regarding funding priorities. The Social Considerations section must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 5	Enter the Group Representation for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	NRCS completes using most recent U.S. Census data.
Section 6	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1E. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 7	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a through f in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.
Section 8	Insert the number of the Finding that was checked in section Q of the NRCS-CPA-52. If action is required to meet NEPA requirements, state whether an EA or EIS will be prepared or adopted."	NRCS only.
Section 9	Include attachments for location map, site sketch or plan, a completed NRCS-CPA-52, Environmental Evaluation Worksheet, and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

Natural Resources Conservation Service
DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

Section 1A

Date of report 1/10/20

DSR number 37-07-18-5038-491

Project number 5038-491

NRCS Entry Only	
Eligible:	Yes ☒ No ☐
Approved:	Yes ☒ No ☐
Funding priority number (from sect. 4)	<u>3e</u>
Limited Resource Area:	Yes ☐ No ☒
☒ 1	Major disaster declaration
☐ 2	Emergency declaration
☐ 3	Fire management assistance declaration
☐ 4	Local declaration

Section 1B - Sponsor Information

Sponsor Name: Pender County

Address: PO Box 5 – 805 S. Walker Street

City/State/Zip: Burgaw, NC 28425

Telephone Number (910) 259-1200 Fax: _____

Section 1C - Site Location Information

County: Pender State NC Congressional District 07

Latitude See Attached Longitude See Attached UTM Coordinates _____

Drainage name See Attached Site name Atkinson sites 1-6

Reach _____

Damage description Due to out of bank flow and high winds, sediment and trees were deposited in the river.

Section 1D - Site Evaluation

All answers in this section must be YES to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster? ¹	☒	☐	Hurricane Florence
Recovery measures would be for runoff retardation or soil erosion prevention? ¹	☒	☐	
Threat to life and/or property? ¹	☒	☐	
Event caused a sudden impairment in the watershed? ¹	☒	☐	
Imminent threat was created by this event? ²	☒	☐	
For structural repairs, not repaired twice within 10 years? ²	☒	☐	
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action? (See completed NRCS-CPA-52 and sections 3 and 4 of DSR. ³)	☒	☐	
Proposed action technically viable? (See section 6. ³)	☒	☐	

¹ Statutory² Regulation³ The completed DSR and Form NRCS-CPA-52, "Environmental Evaluation Worksheet," are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP program and its possible effects? YES ☒ NO ☐

Comments:

Section 1E - Proposed Action

Describe the preferred alternative (same as NRCS CPA-52, boxes M and G)

Removal of debris and sediment will greatly improve channel flow capacity and reduce flooding threat. Stabilizing bank will reduce erosion.

(Debris removal and bank stabilization (bank shaping, placement of NC DOT Class 1 rock or erosion control blanket))

Total installation cost identified in this DSR from section 6: \$ 62,100.00NRCS 75% cost-share: \$ 46,575.00Sponsor 25% cost-share: \$ 15,525.00

Section 1F - NRCS State Office Review and Approval

Reviewed by:

Date reviewed _____

State EWP Program Manager

Approved by:

Date approved _____

State Conservationist

DSR NO: 37-07-18-5038-491**Section 2 - Environmental Evaluation and Special Environmental Concerns**

See attached NRCS-CPA-52, Environmental Evaluation Worksheet

Section 3 - Economic ConsiderationsThis section must be completed for each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties protected (private)			
Properties protected (public)			
Site 1-6 (secondary road crossings)	\$ 1,500,000.0	10	\$ 150,000.00
Business losses			
Other			
Total near term damage reduction \$			\$ 150,000.00
Net benefit (total near term damage reduction minus Cost from section 6)			\$ 87,900.00

Completed by: Chris Bellamy Date: 1/13/20

Section 4 - Social Consideration

This section must be completed for each alternative considered (attach additional sheets as necessary).

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?	☐	☒	
Is there the potential for loss of life due to damages from the watershed impairment?	☒	☐	Restricted channel capacity could increase flooding of public roads and homes.
Has access to a hospital or medical facility been impaired by watershed impairment?	☐	☒	
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	☐	☒	
Is there a lack or has there been a reduction of public safety due to watershed impairment?	☒	☐	Restricted channel capacity could increase flooding of public roads and homes.

Completed by: Chris Bellamy Date: 1/08/20

DSR NO: 37-07-18-5038-491

NRCS-PDM-20

Section 5 - Group Representation Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	18
American Indian/Alaska Native Female Non-Hispanic	104
American Indian/Alaska Native Male Hispanic	18
American Indian/Alaska Native Male Non-Hispanic	103
Asian Female Hispanic	4
Asian Female Non-Hispanic	96
Asian Male Hispanic	4
Asian Male Non-Hispanic	95
Black or African American Female Hispanic	2
Black or African American Female Non-Hispanic	4630
Black or African American Male Hispanic	1
Black or African American Male Non-Hispanic	4586
Hawaiian Native/Pacific Islander Female Hispanic	
Hawaiian Native/Pacific Islander Female Non-Hispanic	21
Hawaiian Native/Pacific Islander Male Hispanic	
Hawaiian Native/Pacific Islander Male Non-Hispanic	21
White Female Hispanic	597
White Female Non-Hispanic	21090
White Male Hispanic	592
White Male Non-Hispanic	20885
Total Group	52,867

Census tract(s) _____

Completed by: Chris Bellamy Date: 1/8/20

DSR NO: 37-07-18-5038-491**Section 6 - Engineering Cost Estimate**

This section must be completed for each alternative considered (attach additional sheets as necessary).

Proposed recovery measure (including mitigation)	Quantity	Units	Unit cost (\$)	Amount (\$)
Total debris removal	3600	FT	\$ 6.00	\$ 21,600.00
Sediment removal	300	CY	\$ 20.00	6,000.00
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Mobilization	1	LS	\$ 20,000.00	20,000.00
This includes:				
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Site 3 - Debris Removal (400 ft up and down stream)				
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Site 5 - Debris Removal (300 ft down stream)				
Site 6 - Debris Removal (300 ft down stream)				
Total installation cost (enter in sections 1E and 3) \$				62,100.00

Unit Abbreviations

AC	acre
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SF	square feet
SY	square yard
TN	ton
Other (specify)	_____

Completed by: Chris Bellamy Date: 1/13/20

DSR NO: 37-07-18-5038-491**Section 7 - NRCS EWP Funding Priority**

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 9).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?	☐	☒		
2. Is this a site where there is serious, but not immediate threat to human life?	☐	☒		
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	☒	☐		3e
4. Is this site a funding priority established by the NRCS Chief?	☐	☒		
The following are modifiers for the above criteria			Modifier	
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d. Will the proposed action or alternatives protect or conserve existing wetlands?				
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			X	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in section 1A, "NRCS Entry Only" box, in "Funding priority number."

Remarks:

DSR NO: 37-07-18-5038-491**Section 8 - Findings**

Enter NEPA compliance finding from section Q of the NRCS-CPA-52.

3) The preferred alternative: is a federal action that has been sufficiently analyzed in an existing state, regional, or national NEPA document and there are no predicted significant adverse environmental effects or extraordinary circumstances.

The DSR was reviewed with the sponsors. Yes ☒ No ☐

NRCS representative of the DSR team: CBellamy

Title: Engineer Date: 01/20

Section 9 - Attachments:

- A. Location map
- B. Site plan or sketches
- C. NRCS-CPA-52, Environmental Evaluation Worksheet
- D. Other (explain)

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1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage name, Reach within drainage, and Damage description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	
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-	Explanation of Requested Item	Who Completes
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Section 5	Enter the Group Representation for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	NRCS completes using most recent U.S. Census data.
Section 6	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1E. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 7	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a through f in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.
Section 8	Insert the number of the Finding that was checked in section Q of the NRCS-CPA-52. If action is required to meet NEPA requirements, state whether an EA or EIS will be prepared or adopted."	NRCS only.
Section 9	Include attachments for location map, site sketch or plan, a completed NRCS-CPA-52, Environmental Evaluation Worksheet, and other information as needed.	NRCS completes with voluntary assistance from Sponsor.



RFP: Emergency Watershed Protection – Management/Consulting Services

**RFP # 201202-116 - Appendix B
December 2, 2020**

Questions and Answers from first advertising of RFP

NOTICE: The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

Providing from RFP # 201021-110 – ADDENDUM 2 – November 12, 2020

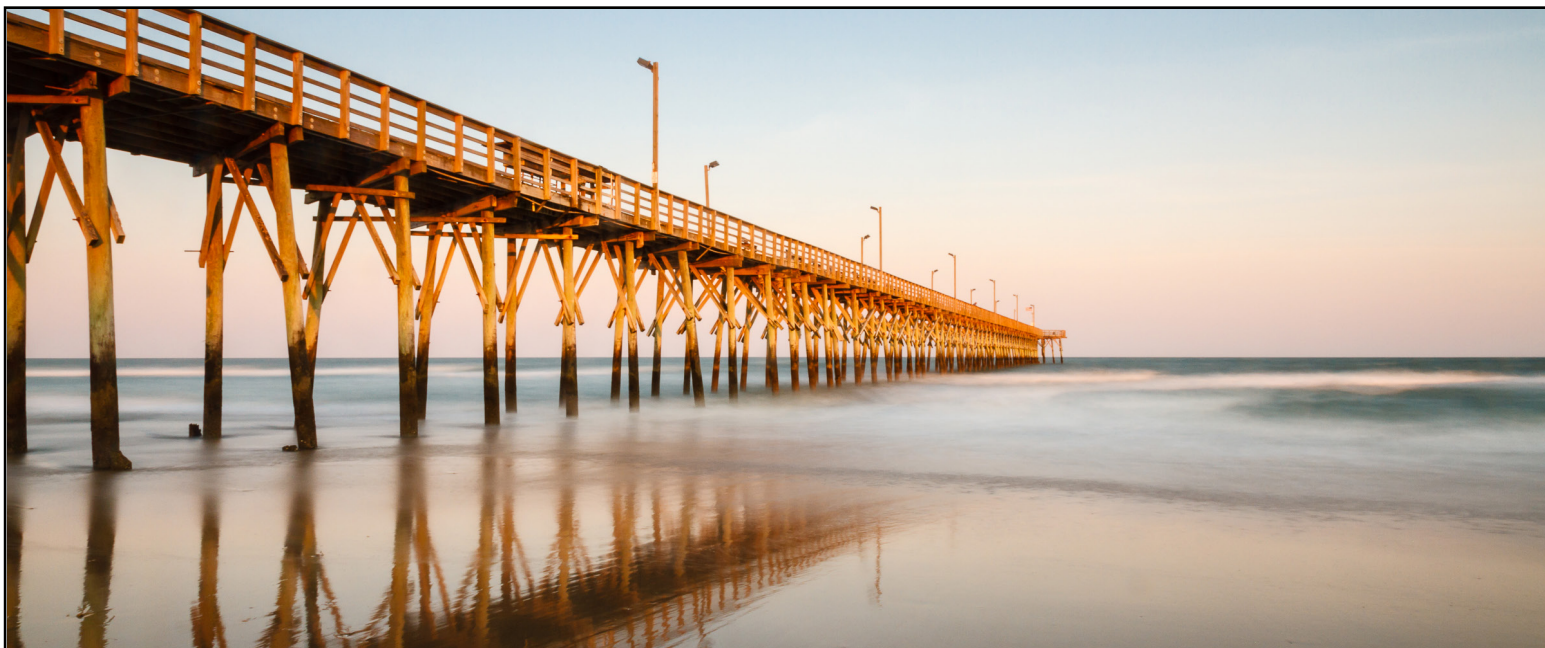
QUESTIONS AND ANSWERS

1. Considering that this RFP requires a cost proposal and an Engineering firm in good standing with North Carolina Board for Licensing of Professional Engineers, is this project exempt from the Mini-Brooks Act regulations?
Pender County will exempt from the Mini-Brooks Act for the EWP projects.
2. Is AHS the firm on record that applied for the USDA EWP grant funding on behalf of Pender County? If so, are they precluded from responding to this RFP?
AHS is not a vendor on record. The current vendor is not precluded from responding to this RFP.
3. What is the dollar value of the grant award(s) for the RFP?
The total grant award is \$1,295,844.00, which is made up of federal and state dollars and of which \$117,804 is budgeted for administrative costs.
4. Please provide a copy of the application and all supporting documentation for the application(s) that were submitted to the USDA EWP grant program.
See Appendix A.
5. Considering the global pandemic, does the county envision the scope of services being delivered onsite, remotely, or a combination?
A combination of both. However, County offices have been open to the public throughout the duration of the pandemic up to this point, and as such, onsite services and QA/QC efforts are a high priority

6. How many damage survey reports are estimated at this time? Can you provide a list?
This portion (Phase II) of Pender County's EWP Project includes ten damage survey reports. These reports are included in this addendum.
7. How many construction projects are estimated at this time?
Damage Survey Reports are complete, and ten are included in this phase of the Pender EWP Project. Construction estimates were made within those reports.
8. Can Veteran Owned Small Business, HUBZone or 8(a) subcontractor firms be used to demonstrate disadvantaged preference?
We encourage all Historically Underutilized Businesses, as well as Veteran Owned Small Businesses and 8(a) Firms to respond to Pender County Bids. We award on a neutral basis to the lowest responsible responsive bidder.

Addendum 2 of RFP # 201021-110 was issued to provides Answers to Questions. Pender County reserves the right to reject any/all bids.

– END –



Pender County
Emergency Watershed Protection
Management/Consulting Services
RFP# 201202-116

Due: December 16, 2020 at 2pm

Page 163 of 262



Copy

TRANSMITTAL LETTER



Ardurra Group North Carolina
3809 Peachtree Ave, Ste 102
Wilmington, NC 28403
(t) 910.397.2929

Pender County Planning and Community Development
805 S. Walker Street
Burgaw, NC 28425
Attn: Travis Henley, Director

RE: RFP# 201202-116 Emergency Watershed Protection-Management/Consulting Services

Selection Committee:

Ardurra Group North Carolina (Ardurra) commends Pender County on the proactive steps you have taken to restore and stabilize County streams and watercourses as well as render County infrastructure within the floodplain more resilient. As such, Ardurra is pleased to submit our qualifications for the Emergency Watershed Protection (EWP) program in support of the County's ongoing, and potential future, recovery efforts. As you evaluate the submittals, we ask that you keep the following key benefits of the Ardurra team in mind:

USDA/NRCS-EWP Contract Experience. For the last two years, Ardurra has been assisting Craven County/ Soil & Water Conservation District with EWP grant management and property repairs. The County identified over 100 candidate EWP sites for emergency repair. Ardurra assisted the County with evaluation and preparation of Damage Survey Reports. Ardurra also assisted in prioritizing sites and securing Right-of Entry and authorization to perform slope stabilization work. Our scope also included working alongside USDA/NRCS to develop contract documents, plans and specifications for slope stabilization and restoration of shorelines on 42 sites. We assisted with managing land surveying operations and quantifying damaged slopes on the 42 EWP sites. Our next phase will be monitoring construction and repairs on a daily basis for compliance to include consistency of fill material and density/compaction testing. In this phase we will communicate daily progress to NRCS and the County, prepare weekly reports, a final report, and closeout documentation. We have a thorough understanding of EWP program requirements and guidelines and have established an excellent working relationship with USDA/NRCS State Conservation Engineer, Jim Kjelgaard, PE and Mary Walligora, PE.

North Carolina Experience. The Ardurra Group of companies dates to 1950, furnishing engineering and construction management services throughout NC with a specialty in structural and coastal engineering. We have completed hundreds of projects throughout the NC coastal plains; we have a solid understanding of NC varying topography, soils and geology as well as local and state codes and ordinances, and we have established relationships with local consultants and contractors. Ardurra's disaster recovery division specializes in disaster planning, mitigation, recovery, and federal funds management. We have a proven history of rebuilding infrastructure, coastlines, and communities – bringing lessons learned from [25+ federally-declared disasters and management of \\$20B in federal and state funded recovery programs](#). This includes extensive post-disaster rehabilitation work in NC and SC coastal regions using multiple funding sources and that must adhere to strict FEMA, HUD CDBG-DR, NFIP, FHWA ERP, FTA and USDA agency guidelines. We have fine-tuned systems to track grant funds and to ensure that all activities such as facility assessments, design, procurement, and construction follow local, state, and federal standards and guidelines.

We Know Pender County Staff and Operations. Ardurra's key proposed staff have worked with Pender County personnel on previous engineering projects. Our staff is familiar with the local government framework and operations. Recently, we assisted Four County Electric Membership Corporation in evaluating the potential for using CDBG-DR funds for improving existing emergency communication infrastructure. This has included coordination with County Planning, Pender Emergency Management, and other local stake holders. Through our engineering and disaster recovery work, we routinely interface with County managers and departments such as engineering, planning, soil and water, financial, emergency management, public works, community development and block grant and grant management.



Depth of Staff and Resources. Based on our experience working with other counties, we anticipate that Pender County may have approximately 30 to 40 EWP projects under this contract. These projects must be delivered to the quality and expediency expected by the County and NRCS. Ardurra has 40+ professional and technical staff in NC including 20 in Wilmington. Key proposed staff for this project work out of the Wilmington office, just 24 miles or 30 minutes from County offices. If additional resources are required, we can draw upon 450+ professional and technical staff throughout the US which include professional civil, structural, coastal, environmental, mechanical and electrical engineers; environmental scientists; geologists; ecologists; surveyors; GIS professionals; land planners; certified construction managers; inspectors; and water and wastewater plant operators.

Same Team, Up to Speed, Program Continuity. Ardurra's core team is the same team that has been working alongside many coastal NC counties in post Hurricane Florence and Michael recovery efforts. They are well versed in NRCS procedures, the EWP program, federal funds management, engineering design, procurement and construction administration and inspection of proposed project types.

Wayne Floyd Principal In Charge. Wayne is a lifelong NC resident. He has 35 years of experience in all phases of federal funds management, disaster recovery, environmental health hazards and coastal reconstruction following declared events. He recently assisted Craven County to identify and secure USDA EWPP funds through NRCS. He managed NCRS-EWP program for the Southwest Florida Water Management District which included debris removal of 1,400 miles of Peace River and tributaries and 2,000 Right of Entry access points. Following Hurricane Matthew, he led debris removal, reduction, and final disposal to include clearing of 112 miles of Horry County Drainage District waterways within 30 days. Following Hurricane Isabel, Wayne served as project manager for the engineering design and construction for the protective berm reconstruction along various segments of the Cape Hatteras National Seashore and Dare County. This included screening of sand to remove construction and demolition debris contaminants from recovered sand.

Rudy Smithwick PG Project Manager. Rudy is a Wilmington resident, NC homegrown and a graduate of East Carolina University and UNC-Chapel Hill. He has 25 years of experience in geotechnical engineering and disaster recovery throughout North Carolina. Rudy is well versed in the geomorphology and topography of eastern North Carolina. Rudy and Wayne have worked together in Craven County for nearly two years assisting in management of their EWP program. Rudy has assisted the County in developing repair strategies for 42 EWP sites; assisted to secure ROE; and worked closely with NRCS to develop plans, specifications, and contract bid documents. Following Florence, Rudy assisted New Hanover County with recovery efforts and helped structure a FEMA PA grant for over \$20M in damage claims to County-wide infrastructure. Rudy served as President and Board Member for Cape Fear Resource Conservation & Development Council where he assisted local governments and communities in southeastern NC to carry out projects that help balance natural and human resources while promoting economic development.

Mike Healy PE Deputy Project Manager. Mike is a civil engineering graduate from Virginia Tech and a Professional Engineer registered in NC. He is a seasoned professional who has spent most of his 22-year career in NC managing civil engineering, disaster recovery, planning and preparedness and hazard mitigation programs. Mike is presently assisting Craven County to implement repairs to 42 EWP sites. He also managed the NRCS-EWP program for Southwest Florida Water Management District which included damage assessment and debris removal and monitoring services as for more than 20 waterways located within the District, including bays, rivers, and creeks. Mike has worked on 28 federally declared disasters and has served as a state FEMA PA officer and task order manager for large scale PA and debris removal programs. He managed the Hurricane Katrina FEMA PA program for the MS Emergency Management Agency, responsible for the recovery of over \$3.2B PA reimbursements.

Pender County's Physiographic Differences. Proposed Project Manager, Rudy Smithwick, is a NC Registered Professional Geologist. He has worked throughout coastal NC for 30 years and has a firm grasp the state's mainland and barrier island physiographic qualities and differences. In addition, Ardurra's engineers and coastal geologists are experienced in recognizing the difference in the geologic composition of soil complexes. Our team members have performed more than 50 soil investigations throughout the mainland and barrier island physiographic regions of Pender County. This enables our technical team to readily identify effective design solutions for each unique

project site depending on the soils that are indigenous to the sites under evaluation.

Vested Interest. Ardurra maintains three offices in NC – Wilmington, Raleigh, and Charlotte. Ardurra's key staff for your project are native North Carolinians, live in eastern NC and are deeply entrenched in community affairs for the betterment and long-term resiliency of NC. They have dedicated their careers to design, recovery, and construction improvement programs throughout the state. Key proposed staff are currently on the ground in the City of Wilmington, New Hanover County, Craven County, Horry County, SC and the Town of Troy providing engineering and disaster recovery work for recovery of damages sustained during Hurricane Florence.

Minority and Nonprofit Participation. We are committed to the growth of small businesses, MWDBE's and 501 c3/nonprofit organizations and will provide them with meaningful roles on this program. Ardurra is committed to finding opportunities to employ minority and non-profits and will encourage minority and non-profit participation.

Capacity and Ability to Mobilize. Drawing from more than 40 staff in NC, and 450 nationwide, the Ardurra team is flexible and can quickly mobilize a team of the necessary managers, supervisors, inspectors and FEMA specialists to successfully respond to, and manage, situations during very difficult times of crisis. With three offices in NC, including Wilmington, we can be in Pender County within 30 minutes of a phone call. A sampling of Ardurra relevant projects and mobilization capabilities:

- ✓ **Craven County NC USDA/NRCS EWP Mgmt** – Mobilized 3 staff in 48 hrs., \$1M in EWP funds, currently on site in Craven County
- ✓ **Craven County NC Hurricane Florence Debris Mgmt** – Mobilized in 24 hrs., worked 12-15 hrs./day, 7 days/week
- ✓ **New Hanover County NC Hurricane Florence FEMA PA Mgmt** – Mobilized 5 staff in 24 hrs., worked 102-12hrs/day, 5 days/week for 7 months
- ✓ **East Richland County SC Floods of 2015 Debris Oversight & FEMA Recovery** - Mobilized 5 staff in 24 hrs., worked 12-15 hrs./day, 7 days/week

We would be honored to work alongside Pender County as your Emergency Watershed Protection program consultant. We look forward to the next step in the selection process. Please call or email me (contact information below) or Rudy Smithwick at (c) 910.612.4853, (e) rsmithwick@ardurragroup.com should you have any questions or need clarification. I will serve as Ardurra's main point of contact regarding this proposal.

Sincerely,



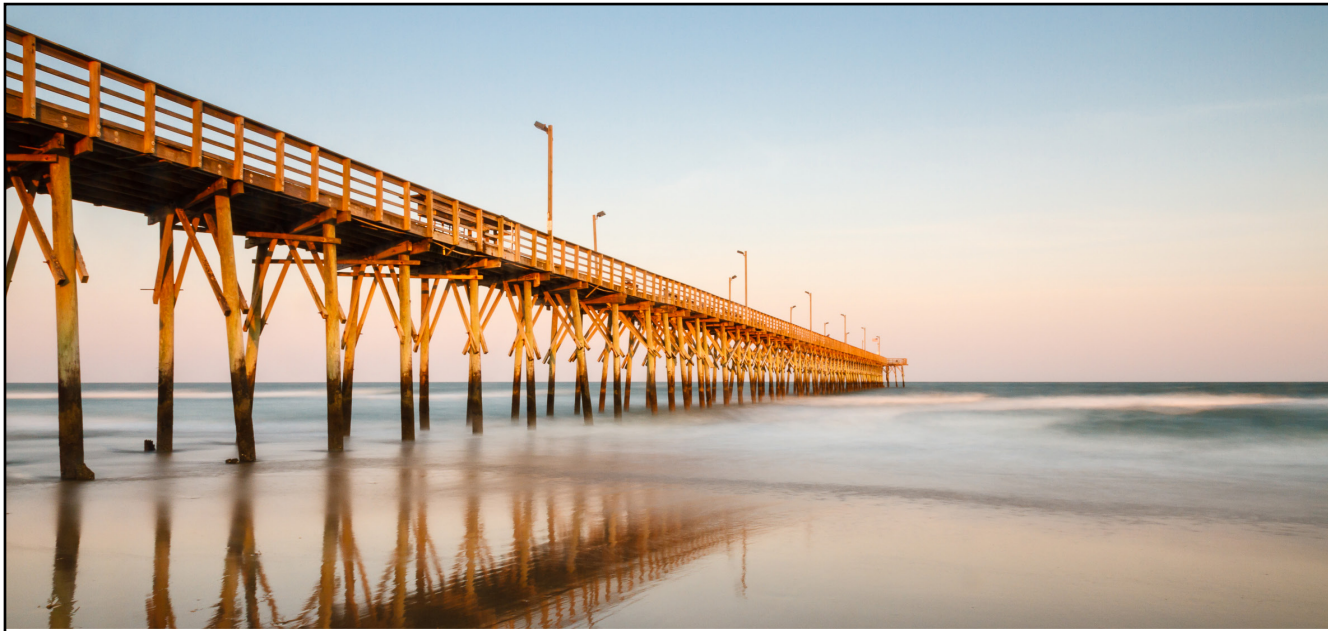
Wayne Floyd, Principal in Charge
3809 Peachtree Ave, Ste 102, Wilmington, NC 28403
(cell) 919.369.4685; (e) mfloyd@ardurragroup.com

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Tab 1
Executive Summary



Ardurra Group, Inc.

The Ardurra Group of companies dates to 1950, furnishing engineering and construction management services throughout NC with a specialty in structural and coastal engineering. Ardurra's disaster recovery division specializes in disaster planning, mitigation, recovery and federal funds management. We have a proven history of rebuilding infrastructure, coastlines and communities – bringing lessons learned from 25+ federally-declared disasters and \$20B in recovery programs. Ardurra has 40+ personnel in three offices in North Carolina – Wilmington, Charlotte and Raleigh. Ardurra has 450+ professional and technical staff in 30+ offices nationwide – in New York, North Carolina, South Carolina, Florida, Louisiana, Texas, Alabama, and Georgia.

USDA/NRCS-EWP Contract Experience

For the last year, Ardurra has been assisting Craven County with Florence recovery efforts to include damage assessments, emergency repairs, grant management and EWP project identification. To date we have identified 120 EWP sites for exigent repair; prepared Damage Survey Reports for all 120 sites; prioritized and grouped the sites accordingly; assisted to secure Right-of Entry and authorization to perform slope stabilization work; worked alongside USDA/NRCS to develop contract documents, plans and specifications for slope stabilization and restoration of 225 LF of shoreline; assisted with bid process; managed land survey and field operations; monitored construction daily for compliance to include consistency of fill material and density/compaction testing; communicated daily progress to NRCS and County; and prepared final report and closeout documentation. We have a thorough understanding of EWP program requirements and guidelines and have established an excellent working relationship with USDA/NRCS state conservation engineer, Jim Kjelgaard PE.

We Know Pender County Staff and Operations

Ardurra key proposed staff have worked with Pender County personnel on previous engineering and FEMA PA related projects; our staff is familiar with the local government framework and operations. Recently, we served as the County's liaison for a CDBG-DR project that involves improvement of existing emergency management communication infrastructure. This included coordination with Four County Electric Membership Corporation, County Planning, Pender Emergency Management and local politicians. Through our engineering and disaster recovery work, we routinely interface with County managers and departments such as engineering, planning, soil and water, financial, emergency management, public works, community development and block grant management.

1 EXECUTIVE SUMMARY



Project Understanding

Pender County's coastline, in addition to multiple sites throughout the County, remains vulnerable to natural and man-made disasters. Based on our experience working with other counties, we anticipate that Pender County may have approximately 30 to 40 EWP projects under this contract. It is in the best interest of the County and the community to survey, procure and construct these sites as soon as possible. Future identified sites may require survey; civil, structural and/or coastal engineering; and specialized services. We understand that our responsibilities may include, but are not limited to:

- review eligibility of sites identified by the County
- identify additional sites that are potentially eligible
- confirm site eligibility
- work with County to prioritize sites and group sites/projects accordingly
- serve as the County's liaison to NC NRCS
- prepare Damage Survey Reports
- Prepare grant requests and task authorizations
- EWP grant management and administration
- Assist with easement access/right of entry to eligible sites
- Title/land ownership searches and location of easements
- engineering design and engineering support as needed
- preparation of plans and specs for bidding
- procurement support – bid solicitation and contractor selection support
- construction administration
- construction inspection
- training/meetings with contractors to include safety, slope/streambank restoration techniques
- project closeout
- program compliance with NRCS and 2 CFR requirements
- contract management – managing project costs and budgets, schedules, task orders, invoicing



Pender County's Physiographic Differences

Proposed Project Manager, Rudy Smithwick, is a NC Registered Professional Geologist. He has worked throughout coastal NC for 30 years and has a firm grasp the state's mainland and barrier island physiographic qualities and differences. In addition, Ardurra's engineers and coastal geologists are experienced in recognizing the difference in the geologic composition of soil complexes. Our team members have performed more than 50 soil investigations throughout the mainland and barrier island physiographic regions of Pender County. This enables our technical team to readily identify effective design solutions for each unique project site depending on the soils that are indigenous to the sites under evaluation.

We Know FEMA Policy and 7 CFR Part 624 Emergency Watershed Protection Program

Proposed staff are up to date on recent changes within FEMA – the Alternative Procedures Pilot Programs and Dispute Resolution; the application of FEMA Disaster Assistance Policy 9525.9 Section 324 Management Costs & Direct Administrative Costs, the PA Program and Policy Guide and the PA Alternate Delivery Model. We understand 7 CFR Part 624 which involves financial and technical assistance to local government. Program details include removing debris from stream channels road culverts and bridges; re-shaping and protecting eroded streambanks; correcting damaged or destroyed drainage facilities; repairing levees and structures; and establishing vegetation on critically eroded lands. We understand the compliance reviews that are required regarding environmental, coastal protection and historic preservation requirements. We have a comprehensive knowledge of the federal laws, regulations and policies governing the various post-disaster funding programs and we ensure our field staff are trained accordingly.



1 EXECUTIVE SUMMARY



Key Personnel

Ardurra's core team is the same team that worked alongside Pender and Craven Counties post Hurricane Florence and Michael. They are well versed in NRCS procedures, the EWP program, federal funds management, engineering design, procurement and construction administration and inspection of proposed project types.

Wayne Floyd Principal In Charge. Wayne is a lifelong NC resident. He has 35 years of experience in all phases of federal funds management, disaster recovery, environmental health hazards and coastal reconstruction following declared events. He recently assisted Craven County to identify and secure USDA EWPP funds through NRCS. He managed NCRS-EWP program for the Southwest Florida Water Management District which included debris removal of 1,400 miles of Peace River and tributaries and 2,000 Right of Entry access points. Following Hurricane Matthew, he led debris removal, reduction and final disposal to include clearing of 112 miles of Horry County Drainage District waterways within 30 days. Following Hurricane Isabel, Wayne served as project manager for the engineering design and construction for the protective berm reconstruction along various segments of the Cape Hatteras National Seashore and Dare County. This included screening of sand to remove construction and demolition debris contaminants from recovered sand.

Rudy Smithwick PG Project Manager. Rudy is a Wilmington resident, NC homegrown and a graduate of East Carolina University and UNC-Chapel Hill. He has 25 years of experience in geological and environmental engineering and disaster recovery throughout North Carolina. Rudy is well versed in the geomorphology and topography of eastern North Carolina. Rudy has worked alongside Wayne in Craven County to identify and secure USDA EWP funds through NRCS. He identified 120 EWP sites for exigent repair; prepared DSRs for all 120 sites; assisted to secure ROE; worked closely with NRCS to develop contract documents. Following Florence, Rudy assisted New Hanover County with recovery efforts and structured a FEMA PA grant for over \$20M in damage claims and defined and assessed 100 County-wide infrastructure damages. Rudy served as President and Board Member for Cape Fear Resource Conservation & Development Council where he assisted local governments and communities in southeastern NC to carry out projects that help balance natural and human resources while promoting economic development.

Mike Healy PE Deputy Project Manager. Mike is a civil engineering graduate from Virginia Tech and a Professional Engineer registered in NC. He is a seasoned professional who has spent most of his 22-year career in NC managing civil engineering, disaster recovery, planning and preparedness and hazard mitigation programs. Mike assisted Craven County to identify and secure USDA EWPP funds through NRCS. He also managed the NRCS-EWP program for Southwest Florida Water Management District which included damage assessment and debris removal and monitoring services as for more than 20 waterways located within the District, including bays, rivers and creeks. Mike has worked on 28 federally declared disasters and has served as a state FEMA PA officer and task order manager for large scale PA and debris removal programs. He managed the Hurricane Katrina FEMA PA program for the MS Emergency Management Agency, responsible for the recovery of over \$3.2B PA reimbursements.



Project Experience



USDA/NRCS Emergency Watershed Protection Program for Craven County.

Ardurra assisted the Craven County Soil & Water Conservation personnel to identify 120 candidate sites for exigent repair, conduct field assessment of the sites and completed Damage Survey Reports (DSRs) for all 120 exigent candidate sites.

— for submittal to USDA to document and close-out project as required for Final Pay Request

USDA/NRCS Emergency Watershed Protection Program, Drainage Ditches and Water Courses District Wide, Southwest Florida Water Management District.

This program included damage assessment and debris removal and monitoring services as well as EWP projects for more than 20 waterways located within the District, including bays, rivers and creeks.

USDA/NRCS Emergency Watershed Protection Program and Debris Removal, Peace River Kissimmee to Charlotte Bay, Southwest Florida Water Management District.

This program included damage assessment and debris removal and monitoring services as well as EWP projects for the Peace River and its tributaries through central Florida from Kissimmee to Charlotte Bay. The project included 1,400 miles of Peace River and tributaries and 2,000 ROE's for access points.

Seminole County FEMA and USDA/NRCS Sweetwater Creek Surface Water Restoration.

This program included preparation of an environmental assessment and design elements associated with permitting the restoration of a 0.5-mile portion of Sweetwater Creek located within a residential development to repair storm damage and alleviate potential flooding and erosion concerns. Required the dredging of a wet sedimentation basin, the construction of six detention weirs and the implementation of various bank/stream erosion stabilization measures including BMP's, to restore riparian areas and protect private properties/structures from further damage while sustaining ecosystem integrity. Activities included wetland delineations, floral and faunal inventories, protected species surveys, habitat quality and hydroperiod assessments, permitting, agency coordination, wetland and upland landscape design.

Horry County Drainage District Debris Monitoring and Management and Waterway Debris Removal.

This program included overall management of Hurricane Matthew debris removal, reduction and final disposal in Horry County, City of North Myrtle Beach and Town of Brier Cliff Acres. Program Manager, Wayne Floyd, directed the clearing of debris from 112 miles of Horry County Drainage District waterways within 30 days.



Coastal Engineering and Floodplain Management Experience

Ardurra has 40+ years of experience in engineering assessment, hydraulic design and construction of flood protection and coastal restoration projects. Our technical experts have extensive experience collaborating with state agencies, coastal protection and restoration authorities and the US Army Corps of Engineers (USACE) to repair and re nourish coastlines and marsh lands. We have studied and analyzed coastal flood risk for large population centers and critical infrastructure areas for USACE, FEMA and private insurance companies. Ardurra was integral part to developing a 'first of its kind' Comprehensive Coastal Master Plan for the State of Louisiana in 2007. We have prepared numerous engineering feasibility studies for local municipalities and USACE. These studies include a detailed feasibility engineering analysis, cost estimates and the development of innovative alternative design methods to raise existing hurricane protection level. Our modeling experts can analyze and study storm surge, wave overtopping, and coastal inundation for levees, gate structures, and open coast areas. Models used include ADCIRC, SWAN, Delft3D, MIKE21, EFDC, SLOSH.

Ardurra's Federal Funds Grant Management Project Experience in Last Ten Years

- New Hanover County Florence Recovery [\\$20M FEMA](#)
- Pender County Florence Recovery & Debris Management [\\$20M FEMA](#)
- Craven County Florence Recovery & Debris Management [\\$20M FEMA](#)
- State of South Carolina 2015 Flood Recovery [\\$90M CDBG, CDBG-DR](#)
- City of Sumter SC FEMA Flood Recovery [\\$6M FEMA](#)
- East Richland County SC Flood Recovery [\\$8.3M FEMA, CDBG-DR](#)
- Cameron Parish LA Hazard Mitigation Advisory [\\$35M FEMA, CDBG-DR](#)
- East Baton Rouge Parish LA Sheriff's Office Recovery [\\$13M FEMA, CDBG-DR](#)
- Sea Gate NY Superstorm Sandy Recovery [\\$150M FEMA, CDBG-DR](#)
- New York Rising Housing Program [\\$3M CDBG-DR](#)
- New York City Build It Back Housing Program [\\$275M CDBG-DR](#)
- Port Arthur TX Harvey Recovery [\\$100M FEMA, HMGP, CDBG](#)
- Houston Housing Recovery Program TX [\\$500M FEMA, CDBG](#)
- Livingston Parish LA Sheriff's Office Recovery [\\$12M FEMA, CDBG-DR](#)
- Gulf Coast Water Authority TX [\\$20M FEMA](#)
- Houston TX Harvey Damage Assessments [\\$20M FEMA](#)
- Harris County TX Harvey Disaster Recovery Facility Assessments Port Arthur, Harvey Recovery [\\$5.5M FEMA](#)
- League City TX Harvey Disaster Recovery [\\$10M FEMA](#)
- City of Pearland TX Harvey Recovery Assistance & Facility Assessments [\\$5+M FEMA](#)
- Fort Bend MUD 25 TX Harvey Recovery & Facility Assessments [\\$5+M FEMA](#)
- City of Humble TX Harvey Debris Mgmt. & Facility Assessments [\\$5+M FEMA](#)
- Porter SUD TX Harvey Disaster Recovery [\\$5+M FEMA](#)
- St Johns County FL Matthew Recovery [\\$300M FEMA, CDBG-DR](#)
- Nassau County NY Superstorm Sandy Recovery [\\$1.6B FEMA, HMGP, CDBG-DR, FHWA, USDA, NYEFC, EFC-SMLP](#)
- Nassau County NY Bay Park STP Plant Superstorm Sandy Recovery [\\$830M FEMA, CDBG-DR](#)
- State of West Virginia Housing Recovery Program Tier 1&2 Environmental Reviews [\\$50M CDBG-DR](#)
- St Bernard Parish LA Katrina/Rita Recovery & Closeout [\\$1.5B FEMA, CDBG-DR](#)
- State of Louisiana Hazard Mitigation Grant Program [\\$750M HMGP](#)
- City of Longmont CO Needs Assessment & Advisory Services [\\$70M CDBG-DR](#)
- State of CO HUD Technical & Recovery Assistance [\\$320M USDA, CDBG, CDBG-DR](#)



Tab 2
Company Profile

2 COMPANY PROFILE



Ardurra Group, Inc.

History. The Ardurra Group of companies dates to 1950, furnishing engineering and construction management services throughout NC with a specialty in structural and coastal engineering. Ardurra's disaster recovery division specializes in disaster planning, mitigation, recovery and federal funds management. We have a proven history of rebuilding infrastructure, coastlines and communities – bringing lessons learned from 25+ federally-declared disasters and \$20B in recovery programs.

Services. Ardurra's 450+ professional and technical staff throughout the US includes FEMA and HUD subject matter experts; professional civil, structural, coastal, transportation, environmental, mechanical and electrical engineers; environmental scientists; geologists; ecologists; surveyors; GIS professionals; land planners; certified construction managers; and water and wastewater plant operators. Ardurra routinely furnishes the following services:

- ✓ Disaster planning, mitigation, recovery, closeout, disaster program management, grant application development (FEMA IA, PA, INF, CDL, 404, 406, 408, HUD CDBG, CDBG-DR, HOME, ESG, FHWA, FTA, EDA, Wildlife & Fisheries, USDA & EPA programs)
- ✓ Civil, structural, environmental, mechanical, electrical, coastal and marine engineering assessment, design and construction phase services
- ✓ **Geotechnical lab and field testing** – nuclear density testing, soil compaction, gradation analysis and standard proctor analysis
- ✓ Survey & geographic information systems (GIS)
- ✓ Architectural assessment, planning, design and construction phase services
- ✓ Water & wastewater - treatment plants, lift stations, pump stations, conveyance, transmission, distribution, treatment, purification, reuse projects
- ✓ Flood control - bulkheads, floodwalls, floodgates, levees, bank stabilization
- ✓ Drainage - collection, conveyance, master planning, pump stations
- ✓ Hydraulic & Hydrologic Engineering - river & watershed studies
- ✓ Environmental & Ecological – permitting & compliance, assessments, abatement, inspection, wetland delineation, mitigation & restoration, vegetation & wildlife surveys, restoration Listed Species Assessments Habitat/Environmental Management Plans



2 COMPANY PROFILE



Location. Ardurra has **40+ personnel in three offices in North Carolina** – Wilmington, Charlotte and Raleigh. Ardurra has 450+ professional and technical staff in 30+ offices nationwide – in New York, North Carolina, South Carolina, Florida, Louisiana, Texas, Alabama, and Georgia.

Ownership, Organization. Ardurra is a privately held Corporation registered in Florida, FEIN 59-1782900. Ardurra maintains \$2M Professional Liability Insurance, \$4M general liability and worker's compensation coverage, and \$10M umbrella liability coverage. Ardurra is in excellent financial standing. A letter of reference from our financial institution can be found on the last page of this section.

Licenses & Certificates. Ardurra is registered and in good standing with the NC Board of Examiners for Engineers and Surveyors as Ardurra Group North Carolina. Ardurra is registered to do business and is in good standing with NC Secretary of State. Ardurra's proposed engineers are in good standing and have current registrations with the NC Board of Examiners for Engineers and Surveyors. Please refer to the last page of this section for certificates.



Ardurra's Ability to Perform Per Contract Requirements. Ardurra has been furnishing professional engineering services throughout NC since 1950. We have grown to a nationwide firm offering a wide range of architectural, engineering, construction and disaster planning and recovery services in house. Most of our clients are local and state agencies and authorities. As such, we are stewards of the public trust and take that responsibility very seriously. We work where we live and, as such, are vested in our communities, in our local clients and in our local infrastructure. Our absence of litigation and clean record at the various state engineering boards to which we belong is a testament to our commitment to the highest level of quality, professionalism, client service and ethical standards. We have managed more than \$20 billion in federally funded projects and have never had a deobligated cost.

We Know Pender County Staff and Operations. Ardurra key proposed staff have worked with Pender County personnel on previous engineering and FEMA PA related projects; our staff is familiar with the local government framework and operations. Recently, we served as the County's liaison for a CDBG-DR project that involves improvement of existing emergency management communication infrastructure. This included coordination with Four County Electric Membership Corporation, County Planning, Pender Emergency Management and local politicians. Through our engineering and disaster recovery work, we routinely interface with County managers and departments such as engineering, planning, soil and water, financial, emergency management, public works, community development and block grant and grant management.



2 COMPANY PROFILE



USDA/NRCS Emergency Watershed Protection Program. For the last year, Ardurra has been assisting Craven County with Florence recovery efforts to include damage assessments, emergency repairs, grant management and EWP project identification. To date we have identified 120 EWP sites for exigent repair; prepared Damage Survey Reports for all 120 sites; prioritized and grouped the sites accordingly; assisted to secure Right-of Entry and authorization to perform slope stabilization work; worked alongside USDA/NRCS to develop contract documents, plans and specifications for slope stabilization and restoration of 225 LF of shoreline; assisted with bid process; managed land survey and field operations; monitored construction daily for compliance to include consistency of fill material and density/compaction testing; communicated daily progress to NRCS and County; and prepared final report and closeout documentation. We have a thorough understanding of EWP program requirements and guidelines and have established an excellent working relationship with USDA/NRCS state conservation engineer, Jim Kjelgaard PE.

Depth of Staff and Resources. We understand that Pender County has approximately 40 EWP projects identified ranging from \$10,000 to \$10,0000. These projects must be delivered to the quality and expediency expected by the County and NRCS. Ardurra has **40+ professional and technical staff in NC including 20 in Wilmington**. We can draw upon 350+ professional and technical staff throughout the US which include professional civil, structural, coastal, environmental, mechanical and electrical engineers; environmental scientists; geologists; ecologists; surveyors; GIS professionals; land planners; certified construction managers; inspectors; and water/wastewater plant operators.

Coastal Engineering and Floodplain Management Experience. Ardurra has 40+ years of experience in engineering assessment, hydraulic design and construction of flood protection and coastal restoration projects. Our technical experts have extensive experience collaborating with state agencies, coastal protection and restoration authorities and the US Army Corps of Engineers (USACE) to repair and re nourish coastlines and marsh lands. We have studied and analyzed coastal flood risk for large population centers and critical infrastructure areas for USACE, FEMA and private insurance companies. Ardurra was integral part to developing a 'first of its kind' Comprehensive Coastal Master Plan for the State of Louisiana in 2007. We have prepared numerous engineering feasibility studies for local municipalities and USACE. These studies include a detailed feasibility engineering analysis, cost estimates and the development of innovative alternative design methods to raise existing hurricane protection level. Our modeling experts can analyze and study storm surge, wave overtopping, and coastal inundation for levees, gate structures, and open coast areas. Models used include ADCIRC, SWAN, Delft3D, MIKE21, EFDC, SLOSH.

Permitting/Environmental Services. Ardurra's environmental professionals provide data-supported analyses to federal, state and local agencies to secure environmental clearances, permits and authorizations as required by the National Environmental Policy Act (NEPA), Sections 404 and 401 of the Clean Water Act, Section 10 of the Rivers and Harbor Act, and Section 14 of the Rivers and Harbor Act as codified in 33 USC 408 (Section 408) for modifications to federal projects, and Section 106 of the National Historic Preservation Act.

Historic Preservation Services. Ardurra has managed historic preservation projects for FEMA, HUD, municipalities, states and private property owners. Specific types include historic resource assessments; Local landmark & National Register nominations; Section 106 HUD and FEMA NEPA reviews; identification of historic resources, evaluation of proposed alterations to historic resources and development of project alternatives; Section 106 compliance; design collaboration with development teams to achieve projects in conformance with Secretary of Interior's Standards for the Treatment of Historic Properties; and environmental assessments.



2 COMPANY PROFILE



Company Certifications

October 29, 2020

Cathy Cahill
Chief Financial Officer
Ardurra Group, Inc.
4921 Memorial Hwy Ste 300
Tampa, FL 33634

Re: Borrower Status

To whom it may concern:

Valley National Bank ("Bank") has an existing Revolving Line of Credit with Ardurra Group, Inc. ("Borrower"). The Borrower is in good standing with all financials covenants per the existing credit agreement as of today.

Regards,
**Powers,
Benjamin**
By:
Benjamin R. Powers
Vice President, Relationship Manager

Secretary of State
Elaine F. Marshall

[Home](#) | [I Want To...](#) | [Divisions](#)

[Secretary of State](#) » [Business Registration](#) » [Search](#) » [Results](#)

Search Results

Records Found: 2 Search Type: Any Search Criteria: Ardurra
Search Time: 10/27/2020 03:02 PM [Search Again](#)

Entity Name			Actions
Sos Id	Date Formed	Status	Type
Ardurra Group Holdings LLC Prev Legal Name(s) ARDURRA GROUP LLC			Annual Report
1758047	10/5/2018	Current - Active	Limited Liability Company
ARDURRA GROUP, INC.			Annual Report
1806978	2/18/2019	Current - Active	Business Corporation

LICENSE LOOKUP RENEW ONLINE LICENSEE PORTAL

[Licensees](#) [Individual Applicants](#) [Businesses](#) [Continuing Education](#) [General Info](#) [About Us](#)

General Info LICENSE LOOKUP

Henry von Oesen & Associates, Inc.
d/b/a: CriserTroutmanTannerConsulting Engineers & Ardurra Group NC
PO Drawer 3727
Wilmington, NC 28406
(910) 397-2929
License: F-0113
Status: CURRENT
Service: Engineering

[View/Print Current Annual License Certificate](#)
[Disciplinary Actions](#)
None found

Please note that Henry Von Oesen & Associates is **doing business as Ardurra Group North Carolina** as it relates to the NC Board of Examiners for Engineers & Surveyors. Henry Von Oesen & Associates was name of founding firm and was originally registered with the State of NC in 1963.



2 COMPANY PROFILE



Proposed Staff Licenses



Licenses Individual Applicants

General Info

LICENSE LOOKUP

Mark F. Weiss
Ardurra Group North Carolina
3809 Peachtree Ave Suite 102
Wilmington, NC 28403
License: 031432
Status: CURRENT
Expires: 12/31/2020

Disciplinary Actions

None found



Licenses Individual Applicants

General Info

LICENSE LOOKUP

Jeffrey R. Troutman
1107 Upper Reach Drive
Wilmington, NC 28409-2664
License: 022567
Status: CURRENT
Expires: 12/31/2020

Disciplinary Actions

None found



Licenses Individual Applicants

General Info

LICENSE LOOKUP

David E. Criser
357 Island Creek Dr
Wilmington, NC 28411
License: 011270
Status: CURRENT
Expires: 12/31/2020

Disciplinary Actions

None found



Licenses Individual Applicants

General Info

LICENSE LOOKUP

J. Michael Healy
8767 Bay Pointe Dr
Tampa, FL 33615
License: 027790
Status: CURRENT
Expires: 12/31/2020

Disciplinary Actions

None found



WAKE COUNTY, NC 28
CHARLES P. GILLIAM
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01/22/2019 09:51:00

BOOK:017342 PAGE:01101 - 01102

ASSUMED BUSINESS NAME CERTIFICATE (NCGS §66-71.5)*Please print legibly.*

1. The assumed business name is:
Ardurra Group North Carolina

(You may include no more than five (5) assumed business names on this form.)

2. The real name of the person or entity engaging in business under the assumed business name is:
Henry von Oesen & Associates, Inc.
SOSID Number: 0156290

(Corporations, LLC's, limited partnerships must provide the exact name registered with the NC Secretary of State's office and the SOSID number assigned at the time of formation. Go to www.sosnc.gov/br/search to look up your information.)

3. The nature/type of the business is: Consulting Engineering
4. The street address of the principal place of business is: (PO Boxes are not acceptable)
3809 Peachtree Avenue, Suite 102, Wilmington, NC 28403
5. The mailing address, if different from the street address, is:

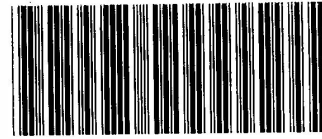
6. The counties where the assumed business name will be used to engage in business are:
☒ All 100 North Carolina counties

This certificate is signed by the owner/legal representative of the person or entity named above,
this 4th day of January, 2019.

Signature: _____

Printed/Typed Name: David E. CriserTitle: Vice President

(See instructions for who must sign for various business entity types.)



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It is part of the recorded document and must be submitted with the original for re-recording.

**Charles P. Gilliam
Register of Deeds**

Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

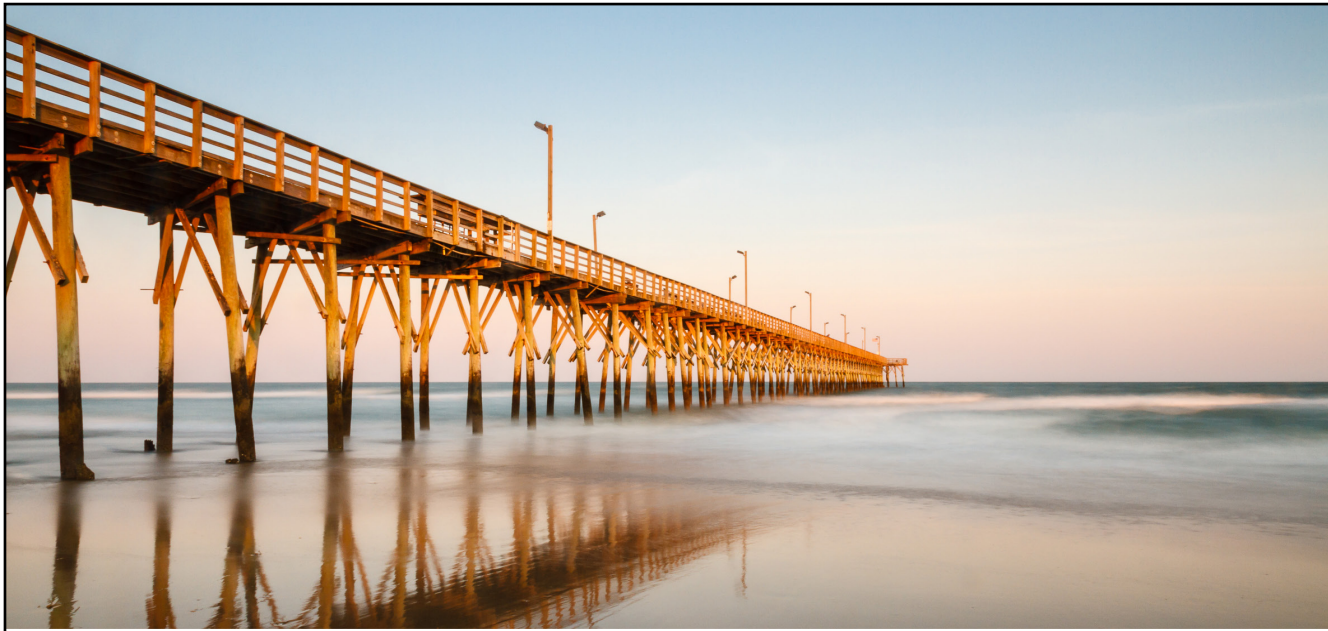
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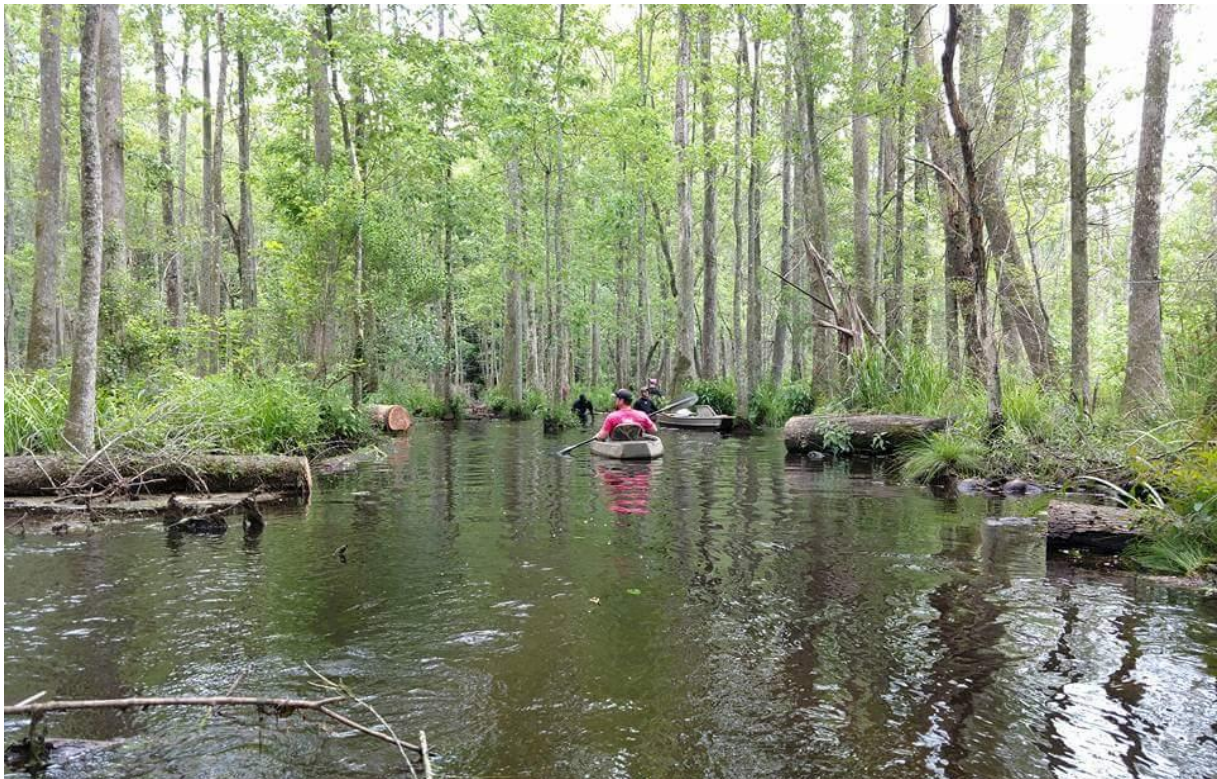
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Tab 3 Understanding & Approach

3 UNDERSTANDING AND APPROACH



Project Understanding

Pender County has identified multiple sites that may be eligible under USDA's Emergency Watershed Protection (EWP) program. The EWP program provides recovery assistance for emergency measures to repair and restore eligible sites to relieve imminent hazard to life or property created by a natural or man-made disaster. Repairs can include slope and streambank stabilization. The County is seeking a consultant to manage this program to include site identification, site eligibility confirmation, preparation of Damage Survey Reports, engineering design, construction administration and procurement support and construction inspection. The County anticipates that **EWP program** may be implemented in concert with ongoing **FEMA PA Grant reimbursement programs** presently underway with the County. It is critical that the two programs don't conflict with one another or result in simultaneous funding from both programs.

Pender County's coastline, in addition to multiple sites throughout the County, remain vulnerable to natural and man-made disasters. Based on our experience working with other counties, we anticipate that Pender County may have approximately 30 to 40 EWP projects under this contract. These projects must be delivered to the quality and expediency expected by the County and NRCS. It is in the best interest of the County and the community to survey, procure and construct these sites as soon as possible. Future identified sites may require survey; civil, structural and/or coastal engineering; and specialized services.



3 UNDERSTANDING AND APPROACH



Understanding of Consultant Services

The selected consultant will define and execute all services necessary for management of this program to include implementing watershed management program goals. Consultant responsibilities include:

- review eligibility of sites identified by the County
- identify additional sites that are potentially eligible
- confirm site eligibility
- work with County to prioritize sites and group sites/projects accordingly
- serve as the County's liaison to NC NRCS
- prepare Damage Survey Reports
- Prepare grant requests and task authorizations
- EWP grant management and administration
- Assist with easement access/right of entry to eligible sites
- Title/land ownership searches and location of easements
- engineering design and engineering support as needed
- preparation of plans and specs for bidding
- procurement support – bid solicitation and contractor selection support
- construction administration
- construction inspection
- training/meetings with contractors to include safety, slope/streambank restoration techniques
- project closeout
- program compliance with NRCS and 2 CFR requirements
- contract management – managing project costs and budgets, schedules, task orders, invoicing

Incorporated municipalities within Pender County may participate in the Terms and Conditions of the resulting contract by entering in a cooperative purchasing agreement.

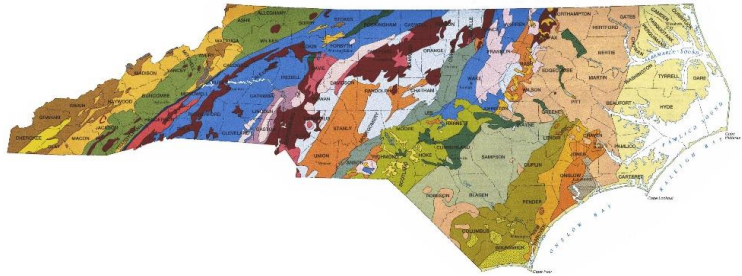


3 UNDERSTANDING AND APPROACH



Pender County's Physiographic Differences - Soils & Geology

Proposed project manager, Rudy Smithwick, is a NC Registered Professional Geologist. He has worked throughout NC for 20+ years and has a firm grasp the state's mainland and barrier island physiographic qualities and differences. In addition, Ardurra's engineers have worked throughout NC for 25+ years and have hands on working knowledge of the physiographic differences throughout the region.



Source Data. To understand soils and geologic conditions throughout Pender County, Ardurra implements remote sensing techniques to identify soil complexes and physiographic differences that exist across the County. We rely on a host of published literature describing soils and geologic conditions; soils data contained in the Pender GIS system; and the USDA's 'Agriculture Soil Survey of Pender County, North Carolina' by Edward Hearn, et al. published June 18, 1914. Recent updates to this Survey are relied upon and include work in 1990 by William Barnhill. We review supplementary soil survey data for insight on conditions that may be expected when developing plans and specification for stabilization/repairs to exigent sites. We have reviewed Section 2.0 of the Pender County Comprehensive Land Use Plan (2010) and uses this source as a reference when our staff is evaluating remedial design for impacted streams, channels or water courses. These information sources also identify the presence of flood hazard zones in the County and areas that are susceptible to flooding or that are flood prone. This data is useful when considering design remedies and determining erosion control measures to restrain stream bank and channel scour caused by high intensity rainfall and disaster related flooding.

Geomorphology. Pender County has a unique geomorphology consisting of a **mainland land mass** and an eastward positioned **fragile barrier island** - two distinct and unique geologic settings. Although soils throughout the County are a function of marine deposition, soil complexes within these two distinct unique geologic settings are quite different. **Mainland land mass soils** are comprised largely of lagoon sediments that typify other coastal back-bay lagoon systems along the eastern Seaboard. The soil types consist largely of organic mucks, marine silts, some fine to medium grained sands and massive thick marine clays. These marine sediments typically dip eastward and are interbedded with varying thicknesses across the County. These soils on the mainland overly a thick carbonate limestone unit ranging from 30 feet to more than 150 feet thick over most of the mainland.

The **barrier island** (Topsail Island) system is typically comprised of varying marine silts and coarser sands that range from fine grain to coarse grain sediments. These Pleistocene aged sediments comprise the banks and bottoms of streams, creeks, sounds and channels present on the island. These sediments are unstable and are susceptible to erosion from currents, wave action, tides and flooding events. Measures to stabilize soils/sediment erosion on the barrier island vary from those typically utilized on the mainland.



Ardurra's engineers and coastal geologists are experienced and capable of recognizing the difference in the geologic composition of the mainland and barrier island soil complexes. This enables our technical team to readily identify effective design solutions for each unique project site depending on the soils that are indigenous to the sites under evaluation. Our team members have performed more than 50 soil investigations throughout the mainland and barrier island physiographic regions of Pender County. This provides County staff valuable expertise in implementing the USDA/NRCS EWP program directives.



3 UNDERSTANDING AND APPROACH



Project Approach

Ardurra's Role

We will serve as a consultant/facilitator to Pender County to accomplish all program goals in support of proper execution of USDA/NRCS funding under the exigent contract granted to the County. This contract is known as the 'Notice of Grant and Agreement' which will define each project scope of work, schedule for completion and not-to-exceed budget. Ardurra will serve as the primary consultant to the County or their assigned delegates and will be instrumental in maintaining open and direct lines of communication between USDA/NRCS, the County and the local Soil and Water District representative.

Ardurra will provide consultation, technical assistance, engineering and planning support, bid procurement, contractor selection, bid tabulations, contract award, scheduling of contractors, coordination of contractors, monitoring/inspecting work in progress, inspection and certification of completed work, documentation of contractor progress, review of testing results, borrow evaluation, preparation of progress reports and final reports, management of payment request, determining consistency and adherence to project plans & specifications, certification of projects and project close-out for EWP task orders.

Current Work With USDA/NRCS

Ardurra is currently administering other USDA/NRCS Emergency Watershed Protection contracts in NC and working closely with the USDA/NRCS staff including James Keldgjarld, P.E. and Chris Bellamy who manage the EWP Program for NC in the Raleigh office. Based on our understanding and experience working with the USDA/NRCS-EWP Program, the following tasks are critical service elements that we envision providing Pender County:

1. **Assistance with Damage Survey Reports (DSR).** Our proposed qualified staff will assist the County to identify and inventory eligible candidate sites. The pertinent information related to each site such as watershed, ownership, location, type of damage, extent of damage, site conditions, site limitations, site access issues, etc. will be included in the inventory and DSRs. We will accomplish this by conducting boots-on-the-ground field investigations at each site considered for EWP funding to capture damages; interview property owners, photograph existing site conditions, and provide programmatic description/details of the EWP Program. Our staff will also review available mapping through GIS, topographic, and aerial photogrammetry sources in order to provide detailed site descriptions that adequately describe the conditions that restoration contractors bidding on the prospective work can expect. Ardurra staff will



3 UNDERSTANDING AND APPROACH



discuss eligibility requirements and right-of-entry with owners and identify any problems that may hamper the bidding and restoration process. SDRs prepared by our staff will be forwarded to NRCS for their engineering staff to review and determine if any additional information is needed to consider the candidate site for EWP funding. Additionally, we will communicate routinely the County Soil & Water Conservationist and assist with preparation of grant requests and task authorizations.

2. **Easement Assess/Right-of-Entry.** Ardurra will assist the County to identify owners of candidate sites and will help to gain necessary access authorization required to have sites placed on the EWP Eligible Site Inventory list. Should challenges arise with right-of-entry, Ardurra will communicate with all parties (owner, Pender County representative, USDA/NRCS, and Soil & Water Conservationist) to resolve the issue preventing site access. If an amicable agreement cannot be reached, it will be recommended that the site be removed from the EWP Eligible Site Inventory List.
3. **Title Searches/Land Ownership.** Ardurra will assist the County Soil & Water Conservationist and legal counsel to execute title searches and verification of land ownership. Ardurra will inform legal counsel with any knowledge derived through interviews with candidate site owners concerning identification/ location of easements, and/or any other land/deed restrictions or hindrances to title. If the title review process determines that site conditions prevent access or show that there is an encumbrance on title, the candidate site will be removed from the EWP Eligible Site Inventory List.
4. **Contract Administration, Bid Solicitation, and Contractor Selection Support.** Ardurra's technical and administrative staff will provide the County with guidance to develop the Scope of Work for projects. Ardurra will assist the County and NRCS with contract administration, as needed, and technical support including engineering recommendations, RFP development, bid solicitations, bid advertisement, bid evaluation/tabulation, contractor procurement, bid award and guidance with executing contracts that are compliant with NRCS and Section 2 Code of Federal Register (CFR) requirements. Ardurra's proposed staff is well versed in the contract procurement process and understand the federal procurement requirements that are necessary to maintain adherence to EWP contract terms and conditions.
5. **Inspections/Construction Documentation.** During slope restoration, clearing & snagging of debris from streams, or any types of earth construction on exigent sites, Ardurra will support the County by providing qualified construction/field inspectors to document the contractor progress and the construction process. Our Construction Quality Control/Construction Quality Assurance (CQC/CQA) inspectors will make daily observations of the contractors work product to ensure work is performed in accordance with the project plans and specifications. Our field inspectors will observe and notate testing results and communicate with the contractor or CQC/CQA. In the event of test failures or testing deviation from the project plans, Ardurra will notify the County and NRCS immediately to determine an acceptable resolution.
6. **Contract Management.** Ardurra's recent EWP contract experience with USDA/NRCS will prove to be valuable; our management staff has direct experience and understanding of USDA/NRCS contract instruments, processes and the requirements. We will assist the County to manage contract cost accounting, contractor payment requests and invoicing. Ardurra will review task order budgets, monitor contractor invoicing, and track project costs to ensure budgets are maintained throughout each phase of the project. In addition, multiple projects may be awarded and executed concurrently. Ardurra has systems in place to track job cost accounting by



3 UNDERSTANDING AND APPROACH

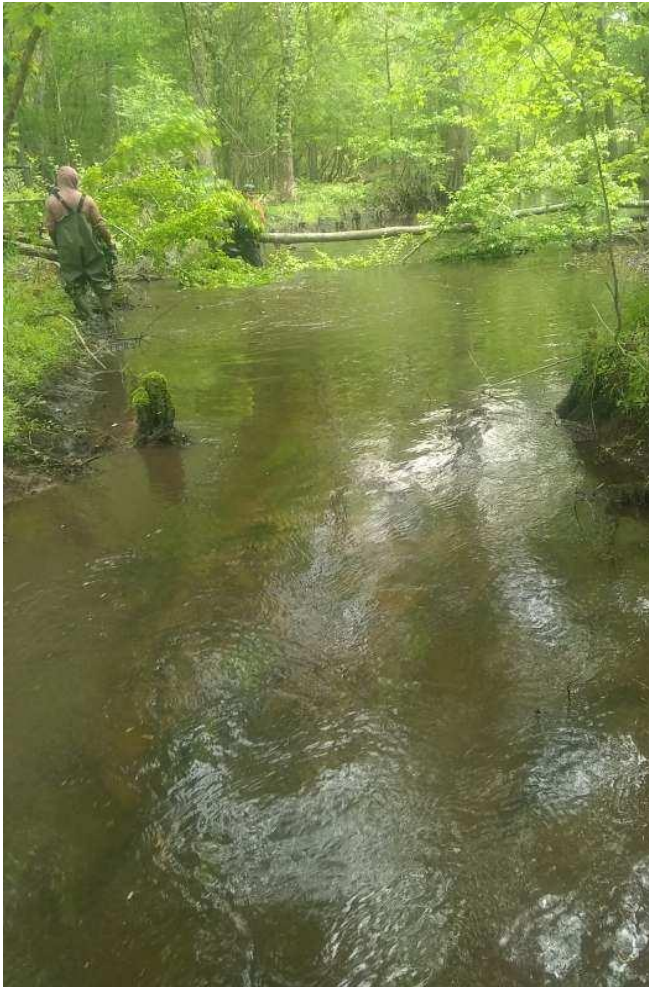


individual project and provide financial updates to stakeholders. Ardurra will provide the County and USDA/NRCS with authorization to release payment for work completed that is determined by inspection to be complete and performed in accordance with project plans and specifications.

7. **Reports/Meetings.** Ardurra routinely prepares daily inspection reports to describe the findings observed during construction observation. Field monitoring/observation forms are used to capture the daily logs and notes, and any soil testing results (density/ moisture) that happen during that day. A 5-Day Report will be prepared each week and submitted to the County and NRCS. The report will identify construction progress, deviations to scope of work, field test results, laboratory test results, project costs, and schedule will be noted in the 5-Day Report. USDA/NRCS requires a Final Report to be prepared at the conclusion of each completed project. The report must be submitted to USDA/NRCS within the time period prescribed by the contract. Ardurra's technical staff may prepare other reports and progress updates from time to time as required by the County or USDA/NRCS. Periodic meetings may be required by the County or USDA/NRCS to be held at office locations defined by the contract or when a statement of work is developed for each project. We will attend periodic meetings as requested by the County or USDA/NRCS. From our experience, these meetings improve the lines of communication among stakeholders and keep all parties informed of project milestones and progress.
8. **Engineering Support.** The County or USDA/NRCS may require periodic review of project engineering plans and specifications that are prepared by USDA/NRCS or Ardurra. USDA/NRCS may request design input, recommendations, analysis or guidance on project designs on an as needed basis. Ardurra has a full team of local NC registered professional engineers officed that routinely furnish civil, structural and coastal engineering services for public agencies throughout NC.
9. **Training/Preparedness Meetings with Civil Contractors.** Ardurra plans to work closely with the County and USDA/NRCS to ensure a successful EWP program. We will conduct daily meetings as required for safety, slope/streambank restoration techniques, scope or contract changes, contracting/payment specifications, dispute resolution or other subject matters as required. We will work closely with the County's Soil and Water District representative to provide training on construction observation and monitoring.
10. **New Technologies.** Ardurra will furnish the County and USDA/NRCS with advice, guidance and recommendations on new technologies that may be, or may become, available during the contract period and that could benefit the program during execution of exigent contract work. One example is a new Geotextile Sandbag technology that has been highly recognized on EWP projects performed in Florida and other US locations. The US 3300 Sandbags are a woven geotextile material made of 100% polypropylene yarn. These bags have very high puncture resistance, high tensile strength and UV resistant. These products, and others, are available for shore and bank stabilization to prevent long term scour in channels, streams or shorelines. These geotextile sandbags can be anchored with patented Duck-bill™ anchor pins to secure the bags in place.



3 UNDERSTANDING AND APPROACH



Manpower Support

Ardurra has carefully selected local **Project Manager, Rudy Smithwick**, whose qualifications exceed the minimum criteria set by Pender County. Rudy is a NC registered Professional Geologist, former US Army Corps of Engineer Construction Quality Control specialist for civil construction projects, with more than 30 years of geotechnical, civil, disaster recovery and construction management experience. Rudy is qualified, experienced and committed to the successful completion of the anticipated scope of work for this EWP contract.

Principal In Charge, Wayne Floyd has served program and contract manager for ENR top ranked engineering firms. He served in this role for six large scale NRCS contracts that collectively have involved more than 100 task orders. In addition, Wayne has completed multiple watershed protection and restoration programs throughout California, New Mexico, Texas, Louisiana, Mississippi, Alabama, Florida, Georgia, South Carolina, North Carolina, Virginia, and New York. He is currently serving as program manager for the Craven County USDA/NRCS Emergency Watershed Protection Contract that was initiated in 2018. He will be intricately involved in the Pender County EWP contract and will serve principal in charge/contract manager for the duration of this contract.

Weekly Coordination of Work Assignments

Ardurra recommends conducting project update meetings on a weekly basis, at minimum. Our project staff are available to meet at the Pender County Planning Directors Office, onsite at project locations or any other location the County chooses to meet. Ardurra can lead these meetings and will set the time with procured contractors, subcontractors, County personnel, USDA/NRCS personnel, Soil & Water District personnel and any other party deemed necessary to attend.

Project Manager and/or Competent Site Inspection Monitors (CSIMs)

All task order EWP projects will be performed under the direction of Ardurra staff at all times and will include supervision by either the project manager or a designated CSIM. These personnel will be identified prior to commencement of any project and a resume/qualifications statement will be provided to USDA/NRCS and Pender County for acceptance/approval of such personnel



3 UNDERSTANDING AND APPROACH



Tasks, Deliverables and Timelines

Item	Description	Timeline (will vary based on EWP project and project groupings)
Task 1 Kick Off Meeting	– Meet with County staff to include County Soil & Water Conservationist – Review and confirm EWP program objectives as well as County's emergency watershed protection or floodplain management goals – Review list of identified sites/projects – Modify list to include other potential candidate sites	1 day
Task 2 Site Eligibility Review	– Perform site inspections and eligibility review of existing sites and candidate sites – Prioritize sites – Group sites for delivery efficiency and expediency considering site's emergency priority, site geography, similar scope of work etc	3 days
Task 3 Task Order Authorization	– Prepare Damage Survey Report (or review existing DSR) – Request Task Order Authorization from USDA/NCRS for each grouping (one by one or concurrently)	5 days
Task 4 Plans & Specs	– Perform survey – Prepare plans and specifications perform site inspections and eligibility review of existing sites and candidate sites	10 days
Task 5 Procurement	– Provide procurement support - plan letting, advertise bid, evaluate/tabulate bids, contractor procurement, bid award – Ensure contract compliance with County, State, NRCS, 2CFR and 7 CFR Part 624	21 days
Task 6 Construction Admin & Inspection	– Construction administration - ensure contractor compliance, schedule and budget adherence, response to RFIs, payment authorizations – Construction inspection – ensure work performed in accordance with plans and specifications	120 days
Task 7 Closeout	– Prepare final report to include daily inspection logs, deviation in plans and specifications, contractor submittals, geotechnical testing results and as-built drawings	15 days



3 UNDERSTANDING AND APPROACH



Responsiveness

Ardurra's proposed key staff are local; they work out of the Wilmington office or work on site in nearby municipalities/counties. Ardurra's Wilmington office is 24 miles or 30 minutes from Pender County administration offices. As evidenced by our responsiveness to Pender County over the course of the last year, we can be on site at the County's administration office, or at a County job site, within 30 to 60 minutes of a phone call. We have been in the disaster response and recovery business for 20+ years and we have a proven track record of rapid response to our clients' needs in the event of an emergency or anticipated event. It has become second nature to our operations and culture.

Proposed Project Manager, Rudy Smithwick, was selected based on his unique technical expertise in geotechnical engineering and specialized experienced working on large-scale construction and earth restoration projects. In addition, he is physically located less than 30 minutes from the Pender County Administrative Office. He is a New Hanover County resident and, in most cases, can respond to the County in person within 30 to 45 minutes of the call. Ardurra also offers a roster of 18 engineers and other team members located in our Wilmington, NC office and we will make it a priority to have a delegate from our professional staff respond to Pender County quickly in all cases.

3 UNDERSTANDING AND APPROACH



Proposed Principal In Charge, Wayne Floyd, is typically positioned in New Bern, NC however, travels to Wilmington frequently. He is readily accessible to our Wilmington, NC office and supports that staff regularly. Ardurra offers Wayne as a first-line alternate contact to the County, but in all cases, will make it a priority to have one of our qualified staff available to you at all times

Ability to Mobilize in Emergency Situations. We understand the hours leading up to, and following, a disaster or an emergency situation are critical to the short- and long-term recovery process. We have 40+ professional and technical staff in NC, 20 in Wilmington alone. We can dedicate ten full time staff at the onset of any future declared event. If additional resources are required, we can draw upon 450+ staff throughout the US. A sampling of Ardurra relevant projects and mobilization capabilities:

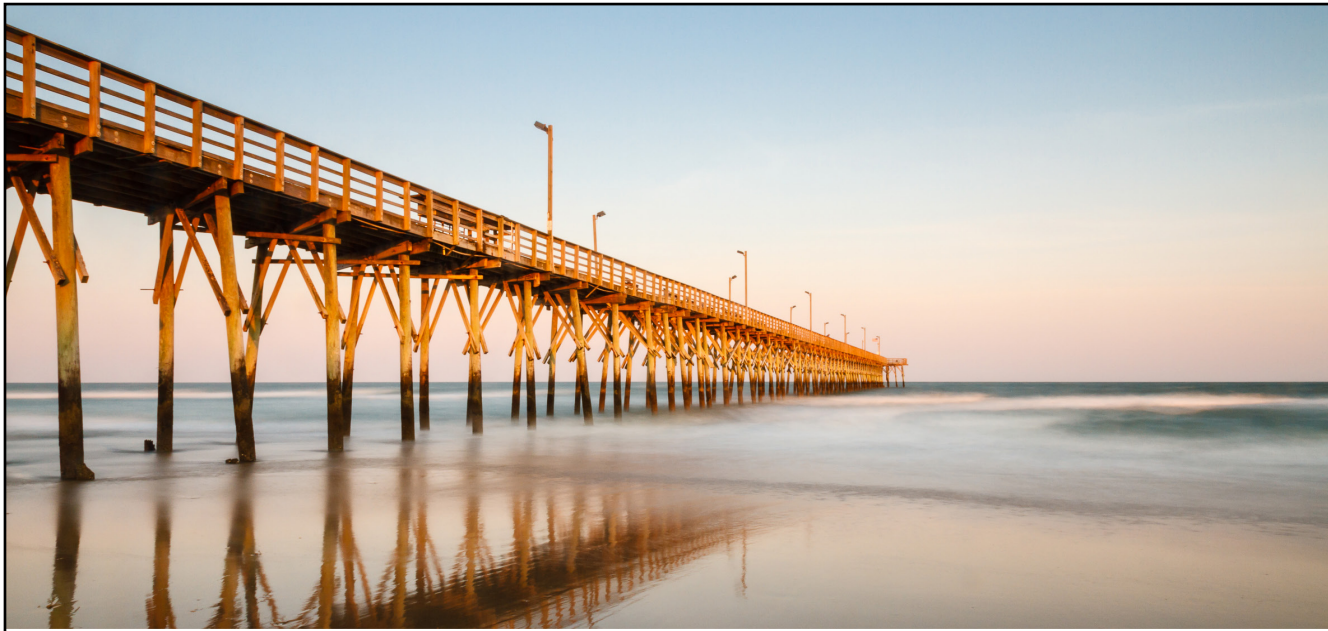
- **Craven County NC Hurricane Florence Debris Mgmt** – Mobilized in 24 hrs., worked 12-15 hrs./day, 7 days/week
- **New Hanover County NC Hurricane Florence Debris Mgmt** – Mobilized 5 staff in 24 hrs., worked 102-12hrs/day, 5 days/week for 7 months
- **East Richland County SC Floods of 2015 Debris Oversight & FEMA Recovery** - Mobilized 5 staff in 24 hrs., worked 12-15 hrs./day, 7 days/week
- **St Bernard Parish Hurricane Katrina, Gustav & Ike Recovery and FEMA Recovery** – Mobilized 24 staff in 24 hrs., worked 12-15 hrs./day, 7 days/week
- **St Tammany Parish Hurricane Katrina Debris Oversight and FEMA Recovery** – Mobilized 18 staff in 24 hrs., worked 12-15 hrs./day, 7 days/week

Environmental Capabilities

Permitting/Environmental. Ardurra's environmental professionals provide data-supported analyses to federal, state and local agencies to secure environmental clearances, permits and authorizations as required by the National Environmental Policy Act (NEPA), Sections 404 and 401 of the Clean Water Act, Section 10 of the Rivers and Harbor Act, and Section 14 of the Rivers and Harbor Act as codified in 33 USC 408 (Section 408) for modifications to federal projects, Section 106 of the National Historic Preservation Act, Identification of Endangered Species and Coastal Areas Management Act.

Historic Preservation Services. Ardurra has managed historic preservation projects for FEMA, HUD, municipalities, states and private property owners. Specific types include historic resource assessments; Local landmark & National Register nominations; Section 106 HUD and FEMA NEPA reviews; identification of historic resources, evaluation of proposed alterations to historic resources and development of project alternatives; Section 106 compliance; design collaboration with development teams to achieve projects in conformance with Secretary of Interior's Standards for the Treatment of Historic Properties; and environmental assessments.





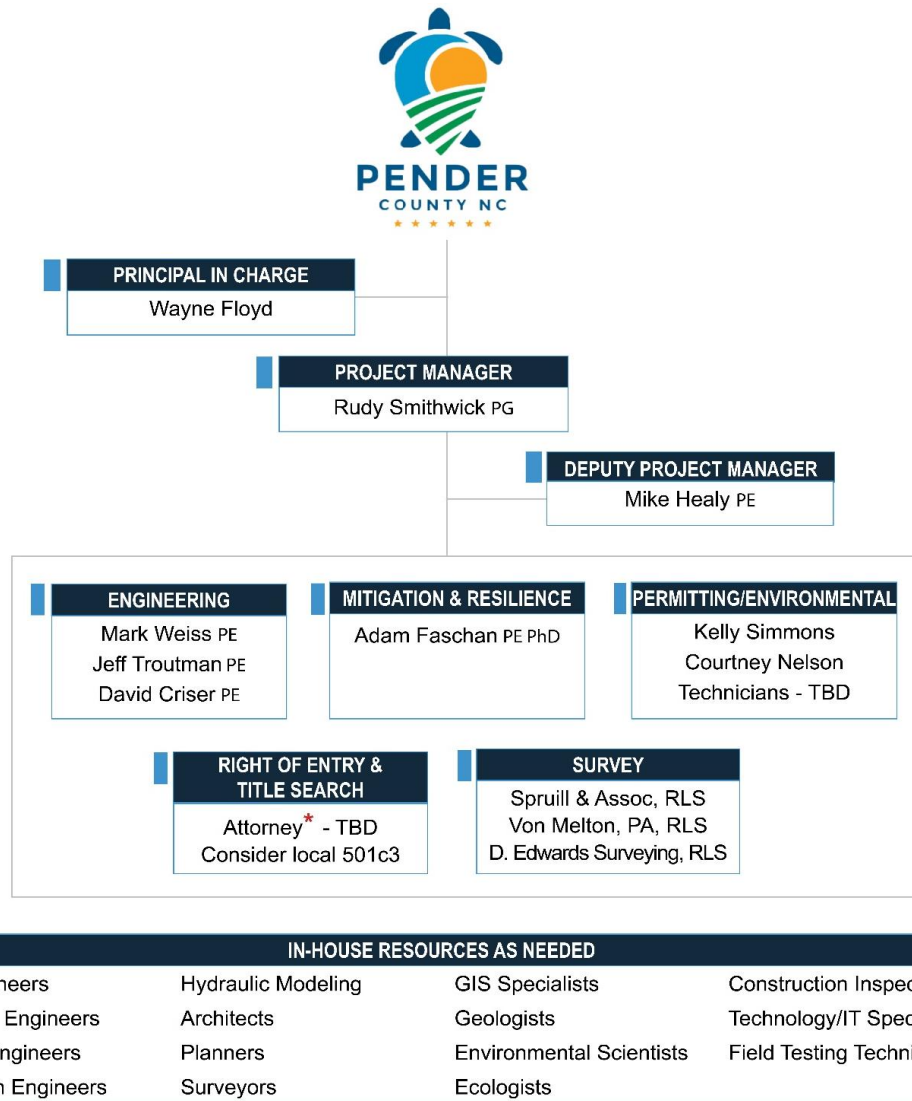
Tab 4
Key Personnel

4 KEY PERSONNEL



Project Organization

The following organization chart identifies all proposed personnel and their role on the team. **Rudy Smithwick** will serve as project manager and will be Pender County's main point of contact. Each proposed team member is available upon notice to proceed. Ardurra's initial strike team is made up of local Eastern NC natives — all with unparalleled engineering design, construction and disaster recovery experience; lessons learned; and local, state and federal agency understanding and relationships to ensure a successful program. Proposed leadership **Wayne Floyd, Rudy Smithwick and Mike Healy PE** have worked together as a team on multiple programs to include the recent USDA/NRCS-EWP program for Craven County. This proposed project team is structured to be ramped up or throttled down based on Pender County's needs.



* Title services performed by County selected attorney



4 KEY PERSONNEL



Wayne Floyd, Principal In Charge

Wilmington Office - 24 miles/30 minutes to Pender County offices

HIGHLIGHTS

- ✓ 35 yrs experience in NC
- ✓ Recent USDA-EWP program experience
- ✓ NCRS experience
- ✓ Pender County experience
- ✓ FEMA PA Subject Matter Expert

EDUCATION

BS in Environmental Health, East Carolina University

TRAINING AND CERTIFICATIONS

- Grade "A" Surface Water Treatment Plant Operator
- Grade "A" Groundwater Water Treatment Operator
- Public Assistance Operations and Debris Management (Emergency Management Institute/Federal Emergency Management Agency), 2001
- Solid Waste and Vector Control (Centers for Disease Control and Prevention, Atlanta, Georgia)
- Occupational Safety and Health Agency Training (40-Hour Hazardous Waste/8-Hour Hazardous Waste Site Supervisor/24-Hour Emergency Response/8-Hour Confined Space/CPR/First Aid)

Wayne is a lifelong resident of NC with 35 years of experience in all phases of disaster management to include emergency watershed protection and management of associated funds. Wayne served as USDA/NRCS-EWP program manager in response to multiple federally declared disasters since Hurricane Fran. Wayne has managed auditing teams for expenditures associated with Hurricanes Fran, Bonnie, Dennis and Floyd, '98 floods, Stoneville tornado and Jan '02 snowstorms. In the last five years alone, Wayne has managed disaster recovery and debris services in New Hanover, Craven, Wake and Pender Counties, the Town of Bellhaven as well as Horry County SC. His career has focused on serving city, county and state agencies in various with disaster response and recovery efforts as well as planning for debris removal operations, and training in disaster damage assessment and FEMA PA grant documentation and policy. Wayne's experience: **PA Program Manager, Hurricanes Florence, Irene and Sandy, City of Newport News, VA and USDA/NRCS-EWP Contract for Craven County, NC.** Wayne provided PA program management for these local governments in response to Hurricane Irene. He functioned as the local governments authorized representative managing debris removal and monitoring operations as well as compiling documentation in support of project worksheets for categories A-G. He provided training program development and training of public works staff in initial damage

assessment (IDA), preliminary damage assessment (PDA), direct and indirect administrative cost documentation and tracking in support of project worksheet eligible force account labor reimbursable cost. Developed debris management plans including solid waste, wastewater, storm water, facilities management, and streets department SOPs addressing pre-event, post event response and recovery plans.

NC Natural Resource Conservation Service Program Manager, Hurricane Florence, Craven County, NC. Inspected approximately 56 miles of river, stream and creeks for debris eligibility under FEMA PA and NRCS-EWP grant programs for waterway for damages and drainage integrity to be evaluated for inclusion in a county – wide drainage restoration grant program. Worked with NRCS program administrators to implement an "Exigent" grant program focused on 30 individual properties located along the Neuse River impacted by Hurricane Florence that have immediate need to install temporary measures to prevent loss of real property.

Program Manager for NCDOT processing FEMA PA Reimbursement. Tasked to NCDEM as a State Public Assistance Officer following Hurricane Fran to manage 27 PA Field Officers across NC. He coordinated the oversight and monitoring of debris removal operations by NCDEM personnel including waterway debris removal within the Lumber River Basin from southwest of Lumberton to the NC/SC state line

Project Manager, Peace River Natural Resource Conservation Service /EWP debris removal, Southwest Florida Water Management District. Coordinated access, documentation and Right-of -Entry/Hold Harmless agreement to perform debris removal on 1,200 miles of the Peace River and its tributaries through central Florida from Kissimmee to Charlotte Bay. The project required permit interaction with numerous agencies including State and Federal Fish and Wildlife Services, Florida Department of Environmental Protection, and USACE.

State Deputy PA Officer, Debris Management, Mississippi Emergency Management Agency. Wayne worked with FEMA, state PA coordinators, and project officers to develop validation guidelines for field operations and monitoring of debris removal operations throughout the State. Wayne was responsible for the coordination between FEMA's mission assignment for wet debris/sediment to the U.S. Coast Guard and the NRCS Emergency



4 KEY PERSONNEL



Watershed Protection jurisdictional issues and funding opportunities available to local communities and state agencies. He facilitated the combined efforts of FEMA, USCG, the Mississippi Department of Marine Resources, local counties, and Fortune 100 private companies in the removal of a 15,000 cubic yard debris field deposited in a sensitive marine preserve.

Debris Removal and Disposal for Hurricane Wilma, Broward County, FL. Wayne managed debris monitoring operations for numerous municipalities in Broward County. His duties included general oversight of all field operations and general management of all field monitors and field supervisors. He also managed the collection of data regarding the amount of debris hauled in each municipality, the preparation of reports regarding the data, and the reconciliation of invoices submitted by the debris haulers. Wayne also assisted clients in Broward County with their dealings with FEMA and FHWA and provided them with appropriate documentation for reimbursement under the respective grant programs.

Project Manager, Orange County Debris Removal, FL. Managed contract administration and oversight for two separate contractors and the removal of 2 million plus cubic yards of vegetative, construction, and demolition debris (estimated) resulting from Hurricanes Charley and Frances (2004). Supervised field operations, site inspections, field monitors for each debris removal crew and disposal site operations. Managed the preparation, performance, and provision of all information required for FEMA and FHWA documentation for reimbursement.

Project Manager, Hurricane Isabel Debris Removal, City of Chesapeake, VA. In the aftermath of Hurricane Isabel, Wayne performed contract administration and oversight for three separate contractors, as well as multiple temporary debris staging and citizen convenience sites. Wayne also provided guidance to the City related to reimbursement from the various federal disaster grant programs.

Project Director, Horry County Solid Waste Authority Debris Removal and Disposal – Hurricane Matthews (2017). Wayne directed and managed the debris removal, reduction and final disposal of hurricane debris from Horry County, City of North Myrtle Beach, and Town of Brier Cliff Acres. He also directed the clearing of debris from 112 miles of Horry County Drainage District waterways within 30 days. This expedited projected schedule allowed the Public Works Watershed Division to claim reimbursement for 75% of the eligible cost of the project.

Project Director, Louisiana Department of Transportation Debris Removal and Disposal – Sever Storms and Flooding (2016). Wayne directed and managed the debris removal, reduction and final disposal of hurricane debris from all Louisiana Department of Transportation District 5 roadways.

Public Assistance Program Manager and Debris Manager – Hurricane Irene, Craven County North Carolina and Cities of Newport News and Virginia Beach.

Wayne served as the Public Assistance Program Manager and Debris Manager.

Public Assistance Program Manager and Debris Manager, Tornado Outbreak, Wake County North Carolina (April 16, 2011). Wayne served as the County's Public Assistance Program Manager and Debris Manager representing Wake County and 13 municipalities.

Program Manager, Texas Department of Transportation – Hurricane Ike.

Served as Program Manager for the TxDOT Beaumont District conducting various debris missions throughout southeast Texas.

Regional Director, Hurricane Ike Recovery, Chambers, Harding, Jasper, Liberty, Newton, Orange, and Tyler Counties, TX. Wayne was responsible for managing staff providing FEMA PA and FHWA emergency relief grant reimbursement. He provided invoice validation, managed multiple TxDOT Debris removal contractors, and monitored firms working on debris removal from federal and state roadways and waterways.

PA Officer, Hurricane Irene Recovery, Craven County, North Carolina, City of Virginia Beach and Newport News, VA. Wayne was responsible for recovery efforts by local governments, FEMA PA and FHWA emergency relief grant management, contractor RFP and scope of work development, task order administration, invoice validation and payment approval, and documentation for category A through G reimbursement projects.

Regional Manager, Hurricane Gustav and Ike, West Baton Rouge, West Feliciana, Pointe Coupee and Terrebonne Parishes, LA. As Louisiana regional manager for debris removal projects statewide. Wayne provided environmental,



4 KEY PERSONNEL



historical, and archeological compliance review of all debris management sites and final disposal facilities; environmental reconnaissance/ restoration of all debris management sites; review and validate invoice documentation provided by subcontractors to sub-grantees for FHWA and FEMA reimbursement; and consulting with clients on FEMA and FHWA force account documentation for reimbursement.

PA Program Manager, Hurricanes Irene and Sandy, City of Newport News, Virginia, and Craven County, NC. Wayne provided PA program management for these local governments in response to hurricane Irene. He functioned as the local governments "authorized representative" managing debris removal and monitoring operations as well as compiling documentation in support of project worksheets for categories A-G. He provided training program development and training of public works staff in initial damage assessment (IDA), preliminary damage assessment (PDA), direct and indirect administrative cost documentation and tracking in support of project worksheet eligible force account labor reimbursable cost. He was involved in the development of debris management plans including solid waste, wastewater, stormwater, facilities management, and streets department SOPs addressing pre-event, post event response and recovery operations plans.

PA Program Manager, April Tornadoes 2011, Wake County, NC. Wayne functioned as the local governments "authorized representative" managing debris removal and monitoring operations as well as compiling documentation in support of project worksheets for categories A-G. He worked with county officials and FEMA to obtain a private roads debris removal (PPDR) authorization from the FCO to remove and dispose of debris on all Wake County private roads within the affected area.

Belhaven Elementary, Beaufort County Schools, NC. Conducted a small-scale epidemiological survey and provided air quality data identifying the presence of mold and mildew spores in a concentration significant to affect public health. He evaluated the location and established cost associated with probable future damages to establish funding by FEMA for demolition and relocation of the facility.

Solid Waste Landfill, New Hanover County, NC. Worked with New Hanover County Environmental Management to establish impact of waste resulting from long-term loss of electrical service to residents and food service industry. Frozen food waste and fresh seafood losses were significant in volume to require special handling and reopening of a previously closed landfill cell. All costs associated with the reopening and closure of the cell were recovered under FEMA and public assistance programs

Damage Assessor/Inspector, Town of Belhaven, NC. Inspected approximately 250 private structures for damages and competent structural integrity to be evaluated for inclusion in a community- wide hazard mitigation grant program. Helped develop a spreadsheet for cost analysis used to establish the cost- benefit of elevating structures above the 100-year flood elevation.

Disaster Response and Recovery Group Manager, South Carolina Department of Emergency Management – Winter Storm (2014). As the Disaster Response and Recovery Group Manager, Wayne directed and supervised staff working for South Carolina Emergency Management.

Disaster Response and Recovery Group, Colorado Department of Transportation – Severe Floods (2013). As the Disaster of Response and Recovery Group, directed and supervised staff in response to loss of transportation corridors from severe flooding. Conducted damage assessment and training of CDOT staff in both FEMA PA and FHWA ER grant administration.

Project Manager, Berm Reconstruction, Hatteras, NC. Wayne monitored and supervised the reconstruction of the protective berm system in the aftermath of Hurricane Isabel (2003) along various segments of the Cape Hatteras National Seashore and Dare County, NC. The scope of work included the engineering design, construction, and construction management of a protective berm dunes destroyed by Hurricane Isabel. Wayne supervised the removal of contaminated sand debris from public and private property within the jurisdictional boundaries of Kitty Hawk, Frisco, and Hatteras Village, North Carolina, which included screening of sand to remove construction and demolition debris contaminants from recovered sand and placement of sand on National Park system property and subsequent grading and vegetation to re-establish a viable dune system.



4 KEY PERSONNEL



Rudy Smithwick PG, Project Manager

Wilmington Office - 24 miles/30 minutes to Pender County offices

HIGHLIGHTS

- ✓ 25 yrs experience in NC
- ✓ Recent USDA-EWP program experience
- ✓ NCRS experience & relationships
- ✓ Pender County experience
- ✓ FEMA PA Subject Matter Expert
- ✓ Registered Professional Geologist NC

EDUCATION

BS in Geology, East Carolina University
Graduate Studies in Oceanography, UNC-Chapel Hill-
Institute of Marine Sciences

PROFESSIONAL REGISTRATIONS

Professional Geologist NC #866

FEMA CERTIFICATIONS

- FEMA PA Program Delivery Manager -09/2017
- IS-00700.a-Introduction to National Incident Management System (NIMS)
- IS00632.a- Introduction to Debris Operations
- IS00322-Flood Mitigation Basics for Mitigation Staff
- IS-00317-Introduction to CERT
- IS-00280-Engineering Principles for Retrofitting Flood-Prone Residential Structures
- IS-00200.b-ICS for Single Resources and Initial Action Incident, ICS-200
- IS-00107.17-FEMA Travel Rules and Regulations
- IS-00102.c-Preparing for Federal Disaster Operations: FEMA Response Partners
- IS-00100.b-Introduction to Incident Command System, ICS-100

USACE CERTIFICATIONS

- US Army Corps of Engineers-QA/QC

OTHER CERTIFICATIONS

- NC DOT Borrow Pit Sampling
- NC DOT-ABC Aggregate Assessment & Testing
- NC BMP Maintenance and Inspection (
- NC Wet Pond & Wetland Design

SPECIALIZED RECENT COURSE WORK

- RV-1157AW Coastal Engineering: Sea Level Rise
- RV-5521 Water Resource Basics
- IACET No. IS-00280 Engineering Principles/Practice for Retrofitting Flood Prone Structures

Rudy is a Wilmington resident and proud graduate of East Carolina University and undertook graduate studies at UNC-Chapel Hill. He has 25 years of experience in disaster recovery and environmental engineering programs. Rudy is currently assisting Craven County on the USDA/NRCS-EWP contract which involves restoration and rehabilitation of streambanks on more than 120 projects. He is also assisting New Hanover County with Hurricane Florence recovery efforts, where he structured a FEMA PA grant for over \$20M in damage claims and defined and assessed 100 County-wide infrastructure damages including multiple roads, stormwater systems, drainage structures and NRC channels. He was appointed by NC Governor Jim Hunt to the Governor's Hurricane Preparedness Task Force to assist in pre-event preparedness planning and post-event mitigation in coastal NC. Rudy's experience:

Project Manager and Senior Geologist, Craven County USDA-Natural Resources Conservation Service Emergency Watershed Protection Program Mills Site-Neuse River; Contract Award \$124,000 (one of >120 exigent sites slated for slope stabilization)-2019 through 2020

- Assisted Craven County Soil & Water Conservation agents with identifying candidate sites for exigent repair, conducted field assessment of sites, and completed Damage Survey Reports (DSRs) for over 120 exigent candidate sites
- Assisted Craven County Soil & Water Conservation agents with securing Right-of Entry to sites and authorization to perform slope stabilization work
- Supported USDA/NRCS in developing contract documents, plans & specifications, and technical specifications for performing slope stabilization and restoration of 225 Linear ft. of shoreline for the Mills Project, an exigent stabilization project
- Assisted USDA/NRCS in administering bid procurement process, bid specifications, solicitation of bids from qualified contractors, bid tabulations and project award
- Managed field operations including land surveying (X-Y-Z), construction stake-out, and layout of construction zone
- Prepared daily engineering reports/field logs, 5-Day Reports, and 30-Day Reports
- Performed daily monitoring and documentation of construction

progress and contractor performance with Plans & Specifications

- Monitored consistency of granular fill material entering site for compliance with Plans & Specifications
- Oversighted field density/compaction testing of each independent fill-section for compliance with Plans & Specifications; initiated re-testing for failed density tests
- Consulted with USDA/NRCS inspectors to resolve/remedy field density failures and
- and in-homogeneity with structural fill used in fill-sections
- Prepared daily field construction logs documenting contractor progress and adherence to contract document requirements



4 KEY PERSONNEL



- Communicated and interfaced with USDA/NRCS inspectors to update on daily progress and compliance with contract requirements for schedule and cost
- Approved progress payments for contractor's pay-request of work completed
- Assisted surveying crew in As-Built Survey to document final elevation of stabilized slopes
- Prepare Final Report for submittal to USDA to document and close-out project as required for Final Pay Request

Deputy Program Manager, Hurricane Florence Recovery, New Hanover County, NC.

- Structured PA Grant for FEMA PA Grant Reimbursement for over \$20M in damage claims
- Defined/assessed more than 100 County-wide infrastructure damages including over 50 municipal buildings/structures, 3-Emergency Operations Centers, 7 sheltering operations, 25 parks, 1 solid waste landfill, multiple roads, storm water systems, drainage structures, and NRC channels
- Assessed and formulated damages in CAT A, B, B, D E, F, and G
- Processed and bundled over \$9.5 M of CAT A-Debris claims for Phase I operations of countywide debris removal; 2 additional operations periods valued at over \$10M
- Performed logical groupings for over 100 damages categorical damages; Formulated projects (PWs) and defined damages; Input projects/damages into Grant Portal
- Processed Expedited Projects and Completed Lane PA Claims for CAT B and E
- Performed project review and Eligibility Determinations for PA Reimbursement
- Prepared Damage/Dimension/Descriptions (DDD), Scope of Work (SOW), and Project Cost for entry into Grants Portal
- Performed validation analysis of all County PA Claims; performed consistency reviews of contracting instruments with 2 CFR and PA claims under the Stafford Act,
- Provided FEMA PA Policy guidance and direction to County personnel
- Structured, processed, and validated over \$20M in PA Grant claims; advanced claims for funding obligation through the FEMA CRC Validation process

FEMA Document Validation Specialist, Multiple Disasters, FEMA Region III-CRC, Winchester, VA.

- Evaluation of PA Claims and categorical damages to infrastructure and municipal assets from disasters throughout the US
- Processed Expedited Projects and Completed Lane PA Claims for CAT A-Debris removal projects for DR-4337-FL; DR-4381-MI; and DR-4368-NJ
- Performed project review and Eligibility Determinations
- Prepared Damage/Dimension/Descriptions (DDD), Scope of Work (SOW), and Project Costing for CRC Project development
- Developed spreadsheets and performed validation analysis of PA Claims for consistency with Stafford Act, Public Assistance Program Policy Guide, and FEMA cost codes
- Processed validated claims and advanced for funding obligation

FEMA Program Delivery Manager, Harvey Recovery, Galveston, TX.

- Damage intake, damage assessment/analysis, project formulation, project prioritization, and development of PA Grants for disaster recovery.
- Catalogued and completed Damage Descriptions of more than 150 various infrastructure projects.
- Evaluated Critical Infrastructure and damages to municipal assets and including roadways, bridges/culverts, administrative buildings, universities/schools, institutional facilities, building foundation systems, water-treatment plants, municipal reservoirs, earth dams, water supply systems, flood control levees/dikes, and hydraulic containment canals.
- Utilized FEMA Grants Manager database for cataloging damage inventory of more than \$125 million in applicant claims.
- Assisted Galveston ISD in structuring PA claims for repair of more than 25 educational facilities.



4 KEY PERSONNEL



- Assisted County of Galveston, TX in structuring PA Claims for infrastructure damage to municipal buildings, roads, facilities, and equipment for over \$100M in damages.
- Assisted Gulf Coast Water Authority (GCWA) in preparing Expedited PW's and Standard Lane PA claims exceeding \$50 million for restoration of a regional water collection/treatment system. Vetted Expedited PW Claims for repair or replacement of over 550 linear miles of earthen levees/dikes used to capture process water supplied to nearby petroleum refineries.
- Worked cooperatively with the Galveston Park Board of Trustees for processing Expedited Project Work claims for repair of critical infrastructure including beach re-nourishment.
- Assisted FEMA CRC-Project Specialist in drafting engineering reports for project Eligibility Determinations for repair/replacement of critical infrastructure.
- Liaison to FEMA/CRC in vetting scope of work and costs proposed by Gulf Coast Water Authority (GCWA) for over \$50 million in Emergency Repair claims.
- Identified mitigation opportunities under the Stafford Act Section 406 PA Mitigation Program

Senior Geologist, Amec Foster Wheeler Corporation-Environment & Infrastructure

- Directed and executed more than 38 subsurface site investigations at DOD US Air Force Bases (Griffiss AFB in New York and Loring AFB in Maine). Managed drilling operations within flight lines, active runways, and secure areas controlled by the Federal Aviation Authority (FAA).
- Managed field operations and environmental site investigations at high security locations including fossil fuel energy, nuclear, and coal-ash waste disposal facilities as well as site evaluations at fossil fuel plants in NC and SC
- Prepared engineering reports and certification of repairs to hurricane damaged and breached coal ash pond dams at the Duke Energy Roxboro facility
- QA review in preparation of engineering evaluations for damages to Duke Progress Energy- Sutton Plant water intake canals and levees

Senior Geologist/Principal, Atlantic Geoscience International, Ltd., Wilmington, NC.

- Deployed to Colombia, South America to manage geotechnical drilling programs throughout Colombia for an 8-billion iron-ore mine development project. Performed geotechnical drilling and testing both onshore and offshore to quantify ore reserves. Initiated permitting and licensing agreements through the Colombian Bureau of Mines in Bogota, Colombia.
- Managed over 200 geo-engineering projects throughout the US for the mining/quarrying, heavy civil construction, industrial, and institutional sectors. Performed site/facility investigations and remediation at chemical/petroleum fuel storage farms and pipelines at Kinder Morgan Terminal, Koch Fuels Terminal, Pac-Tank Fuel Terminal, and Sun Oil Terminal.
- Performed construction observation, CQA/CQC inspection, elevation surveys, and materials testing for vertical expansion of a 350-acre earthen dike to contain channel dredge spoils for the US Army Corps of Engineers-Clouter Creek Disposal Dike in Charleston, SC.

Senior Geologist/Principal, Gulfstream Environmental Inc.-Contractors & Engineers, Wilmington, NC.

- Managed over 125 mid-size environmental and geotechnical projects throughout the Southeastern US including DOD, industrial, civil, energy, and manufacturing sites. Prepared technical work scopes, cost estimates, project budgets, logistics, engineering /technical reports, and project documentation.

Vice President/Senior Geologist, Catlin Engineers & Scientists, Offices: Wilmington, NC; Charleston, SC; Tampa, FL; Atlanta, GA; and Charlotte, NC.

- Senior Contract Administrator/Program Manager for a \$4M DOD/Navy LANTDIV Architectural/Engineering Indefinite Quantity contract. Managed 30 individual delivery orders with single project values exceeding \$150,000 per project.
- Senior Contract Manager for bridge/roadway/highway geotechnical design services for the NCDOT Highway Division.



4 KEY PERSONNEL



- Senior Contract Manager for \$2M remedial investigation contract identifying Inactive Hazardous Wastes at more than 35 statewide NCDOT facilities.
- Senior Project Manager for completing multiple civil/environmental engineering projects at the NC State Port Authority, Martin Marietta Aggregates, Florida Mining Corp., Gulfstream Aerospace, Weyerhaeuser Paper, Phelps-Dodge, General Electric-Nuclear Fuels (GE), Koch Refineries, Exxon Corp, and Sun Oil Co. facilities.

Regional Hydrogeologist and Assistant Regional Engineer, NC Department of Environmental Quality (NCDEQ)-Groundwater Section and Division of Land Resources, Washington and Raleigh, North Carolina.

- Managed and over-sighted regional Dam Safety Program: conducted pre-event dam failure analyses, HEC flood routing/modeling analyses, hazard planning, and post-failure mitigation.
- Managed and over-sighted regulatory programs governing over 600 regional quarry/mine operations, 200 earthen dams, and 1500 regional groundwater incidents.
- Managed Sedimentation & Erosion Control Program for construction projects in coastal NC



4 KEY PERSONNEL



Michael Healy PE, Deputy Project Manager

Wilmington Office - 24 miles/30 minutes to Pender County offices

HIGHLIGHTS

- ✓ 20+ yrs experience in NC
- ✓ Recent USDA-EWP program experience
- ✓ NCRS experience
- ✓ Pender County experience
- ✓ FEMA PA Subject Matter Expert
- ✓ Registered Professional Engineer NC

EDUCATION

BS in Civil Engineering, Virginia Polytechnic Institute and State University

PROFESSIONAL REGISTRATIONS

Professional Engineer NC

PROFESSIONAL AFFILIATIONS

- American Society of Highway Engineers
- International Association of Emergency Managers

SOFTWARE

- FEMA's BCA Software version 4.5.5, Cost Estimating Format

PROFESSIONAL DEVELOPMENT

- Coastal Engineering: Hurricanes – The Basics
- Emergency Management Guide - IS 055, ICS-100 – IS-100.b, IS 120.a, IS-200.b, IS 208, IS 230.d, IS 240.b, IS 241.b, IS-276, IS-280, IS 293, IS 321, IS-453, IS 454, IS 546, IS 547, IS 552, IS 554, IS 556, IS 559, IS-630, IS-631, IS-632, IS-700.a, IS-775, IS-800.b, IS 920

Mike has 22 years of experience in disaster recovery, risk management and program management who has spent most of his career in NC. He assisted with Florence recovery efforts in Pender and Craven Counties. Mike has worked on 28 federally declared disasters and has served as a state FEMA PA officer and task order manager for FEMA housing missions and large-scale PA and debris removal programs. Mike managed the Hurricane Katrina FEMA PA program for the MS Emergency Management Agency, responsible for the recovery of over \$3.2B PA reimbursements. He is well versed in 404 and 406 Mitigation programs as he was responsible for training applicants throughout many states.

Deputy Project Manager, Emergency Management Consulting Services and Emergency Watershed Protection Projects, Craven County, NC. Providing emergency management consulting services to Craven County for their Hurricane Florence recovery operations. This project involves providing executive level consulting services to County staff on all aspects of their PA recovery operations. Assisted the County to identify EWP project candidate sites for exigent repair, conducted field assessment of sites, and completed Damage Survey Reports for over 120 exigent candidate sites. Assisted with Right-of Entry to sites and authorization to perform slope stabilization work. Supported USDA/NRCS in developing contract documents, plans &

specifications, and technical specifications for performing slope stabilization and restoration of 225 Linear ft. of shoreline for the Mills Project, an exigent stabilization project. Mike is currently helping the County develop their Damage Inventory (DI) that lists all the damage sites for all categories of work that may be eligible for FEMA reimbursement. He is also preparing County staff for the exploratory call (EC) with FEMA and preparing for the recovery scoping meeting which is forthcoming.

Project Manager, Hurricane Charley Emergency Watershed Protection, Southwest Florida Water Management District (SWFWMD). As project manager, managed all field and office activities and personnel. The project involved the damage assessment and debris removal monitoring activities for more than 20 waterways located within the District, including bays, rivers, and creeks. It included the use of GPS/GIS mapping technologies to identify work areas and notify abutting property owners of the project details. The team worked closely with the District to develop a scope for the debris removal activities that was approved by all involved federal, state, and local agencies, including NRCS, Florida Fish and Wildlife Conservation Commission, and several environmental protection agencies. The team also assisted the District in developing bid documents with GIS maps and photo documentation, monitoring the contractor's activities for adherence to scope and environmental regulations, and tracking progress with GPS/photo documentation. They also assisted the District with contractor invoice verification, as well as acting as arbitrator to successfully resolve several contractor/property owner conflicts.

Deputy Project Manager, Hurricane Florence Disaster Recovery Services, New Hanover County, NC. Providing disaster recovery services to help maximize reimbursements for recovery operations. Project involves program/project development, financial and grants management support, comprehensive recovery planning and mitigation support, and providing executive level consulting services to County staff on all aspects of FEMA's Public Assistance program. Mr. Healy is assisting the County staff and their authorized delegates navigate FEMA's new



4 KEY PERSONNEL



Public Assistance Alternate Delivery Model, which consists of using FEMA's Grants Portal for all aspect of the Public Assistance process. Tasks to date have included; meeting with all County staff to provide policy and programmatic guidance regarding the County's Florence damages, developed the County's Damage Inventory (DI), scheduling and performing damage assessments, training County staff on the Public Assistance program and Grants Portal, assisting with the creation of projects in Grants Portal, and reviewing and uploading documentation into Grants Portal. Mr. Healy was able to expedite the submission of the first \$9.5M debris project in Grants Portal and is currently preparing the complicated Category B project for emergency protective measures.

Deputy Project Manager, Hurricane Florence Debris Removal Monitoring, Pender County, NC. Quality control project manager for the Pender County debris monitoring project. Ardurra is part of a team of several consultants working together to monitor and document the debris contractor that is removing the debris from Pender County, Burgaw, Surf City, and Topsail Beach following Hurricane Florence. The debris types include vegetative debris, hazardous leaning trees, hanging limbs, and stumps, construction and demolition debris, white goods, e-waste, and sand screening on Surf City and Topsail Beach.

Inspector, Hyde County Hazard Mitigation Grant Program, Swan Quarter, NC. Field inspector responsible for collecting existing structural data to be used for the elevations. Hyde County experienced frequent flooding due to its location within the coastal A-zone and after Hurricanes Bonnie and Floyd, received federal disaster relief funding through the Hazard Mitigation Grant Program. The firm was contracted to provide turnkey management and engineering design services for the acquisition of approximately 18 homes and the elevation of approximately 39 repetitively flooded houses in the towns of Swan Quarter and Scranton. Assistance was also provided in applying for additional funds from the State Acquisition and Relocation Fund (SARF) and from the Division of Community Assistance to assist with relocation and rehabilitation.

Inspector, Hurricane Fran Disaster Services Agreement, North Carolina Dept. of Transportation, Raleigh, NC. Served as the inspector and was responsible for writing damage survey reports. This contract involved working as the NCDOT representative performing field inspections of Hurricane Fran damage in order to write damage survey reports for Federal Emergency Management Agency reimbursement and reviewed documentation of labor, equipment, and materials from North Carolina Department of Transportation (NCDOT) personnel and contractors to check accuracy of NCDOT damage claims.

National Technical Review for the Federal Emergency Management Agency Hazard Mitigation Assistance Grant Applications, Benefit Cost Analysis Team. Worked on several Federal Emergency Management Agency mitigation projects, including grant application reviews for the repetitive flood claims and pre-disaster mitigation programs. The project involved providing training throughout the country for the benefit-cost analysis modules. Worked as a co-trainer and a project engineer on the grant application review team.

Project Manager, Public Assistance Program Staffing, Mississippi Emergency Management Agency. As project manager, Mike assisted MEMA's Public Assistance (PA) staff with the management and administration of their Public Assistance program following Hurricane Katrina. The team has been instrumental in helping to obligate more than \$3.2 billion of FEMA funds to the State of Mississippi and its sub applicants. Services include: assisting staff in prioritizing disaster field activities; supporting staff in providing routine reports and technical data using necessary technologies such as GIS and software applications; preparing and/or reviewing PA projects worksheets (PW); identifying and facilitating resolution of special considerations; and providing expertise on interpreting and implementing complex scopes of work. Mike reviews construction plans for major reconstruction projects in the aftermath of Hurricane Katrina and provides oversight for the federal grant process. This includes reviewing all project documentation such as bid tabs, contracts, pay applications, change orders and change directives for adherence to scopes of work. Projects vary from roadway repair and signing projects, sewer repair projects for entire communities, port and harbor projects where National Flood Insurance Program (NFIP) and Base Flood Elevation (BFE) issues are the main concern, and various other infrastructure projects.

Inspector, Hurricane Fran Disaster Services Agreement, NCDOT, Raleigh, NC. Inspector responsible for writing damage survey reports. Contract involved working as the NCDOT representative performing field inspections of



4 KEY PERSONNEL



Hurricane Fran damage in order to write damage survey reports for Federal Emergency Management Agency reimbursement and reviewed documentation of labor, equipment, and materials NCDOT personnel and contractors to check accuracy of NCDOT damage claims.

FEMA Public Assistance Program Services for Hurricane Irma, RSM and FDEM, FL. Senior Consultant supporting training and leadership for providing staff augmentation to FDEM to provide grants management support for the Hurricane Irma recovery in FDEM Region 5. The project consists of reviewing all small and large Project Worksheets (PWs) before obligation to assure that Public Assistance policies were followed, all scopes of work are appropriate against the category of work, all procurement requirements were followed, and all source documentation is appropriate and eligible when performing the 100% validation of all costs to justify the obligation of the PWs. The team has been vital in applying programmatic knowledge of the FEMA Public Assistance Program and assisting the sub applicants in Region 5.

Hurricane Matthew, PA Grant Management Services, Canaveral Port Authority, Port Canaveral, FL. Hurricane Matthew's high winds and storm surge caused some significant damage to Port Canaveral in Florida. The team was immediately put under contract to provide emergency Public Assistance (PA) grants management services for the Port. As project manager, Mike provided guidance to the Port and managed the staff that began identifying, quantifying, and scoping all the Port's damages. Preliminary estimates were several million dollars of FEMA eligible damages. Concurrently, the team met with the Port's contracting and finance staff to make sure that all contracted work was adhering to FEMA's requirements. The team has also provided guidance to all Port staff on the FEMA process – from applicant briefing and Request for Public Assistance (RPA), to the PA program's requirements, eligibilities, and categories of work, through the eventual audit requirements that they will need to comply with for all documentation..

Emergency Management Preparedness Planning, City of Tampa, FL. The City of Tampa's Transportation and Storm water Services Department needed assistance to evaluate and enhance their emergency management preparedness by performing several planning and training tasks for debris operations as well as the FEMA PA and FHWA ER Programs. Mike managed and performed all tasks for this work. The work began by first reviewing, evaluating, and recommending improvements to the City's current recovery plans, primarily their debris removal plans and contracts. A technical memo was created to synopsise the City's current plans and provide the recommendations for improvement. This memo also included the outline of an approach to plan for the temporary access and bridge replacement of the Davis Islands Bridges, which provides access to Tampa General Hospital, the area's primary trauma center. The City has begun these planning efforts internally using this general approach. The team then developed FEMA PA and FHWA ER checklists for City staff to use to recover from a disaster.



4 KEY PERSONNEL



Mark Weiss PE, Structural & Coastal Engineer

Wilmington Office - 24 miles/30 minutes to Pender County offices

HIGHLIGHTS

- ✓ 17 yrs experience in NC
- ✓ Registered Professional Engineer NC
- ✓ Flood protection experience
- ✓ Marine & coastal engineering expertise

EDUCATION

MS in Civil Engineering, North Carolina State University, 2007
BS in Civil Engineering, North Carolina State University, 2001

PROFESSIONAL REGISTRATIONS

- Professional Engineer NC, SC, VA, DC, KY, AZ, MN, PA, NY, AL, MS, LA, MO

ASSOCIATIONS

Professional National Society of Professional Engineers, Professional Engineers of NC, American Society of Civil Engineers, Structural Engineers Association

Mark has 17 years of experience in structural engineering assessments, design and construction management throughout NC and in coastal regions. He has served as project manager for multiple marine and coastal engineering projects which include slope stabilization, bulkheads and flood control structures. Mark's experience:

Structural Engineer, Sloped Concrete Retaining Wall Conditions Assessment Report, Ocean Isle Beach, NC. Performed structural analysis and design for the repairs to the 52,000 LF of reinforced concrete retaining wall along the residential canals of Ocean Isle Beach. Design included accounting for the sloughing of base soil caused by the canal maintenance dredging and the stabilization and/or replacement of the existing concrete revetment wall. Repairs included the development of six (6) methods of repairs, developing opinions of probable cost for each and presenting to the board of alderman for their selection.

Marine Engineer, District Fisher School Basin Flood Protection Project, New Orleans, LA. Performed tidal and bulkhead wall analysis for the approximate 7,550 LF of tidal wall for the Lafitte Area Independent Levee district.

Project Manager, Inlet Point Marina- Forensic/Failure Evaluation, Wilmington, NC. Performed a third-party forensic assessment and failure analysis for the 3,200 LF of anchored sheet pile retaining wall in the Inlet Point Marina. Project consisted of performing a detailed conditions assessment of the entire bulkhead along with a forensic assessment of the five discrete wall failures that occurred over a period of 6 months. Upon completion of the field work, the information was used to perform a base line evaluation for the original retaining wall design and then for a failure analysis on the five different areas of wall failures.

Project Manager, Inlet Point BOA Bulkhead Repairs, Wilmington, NC. Project Manager and lead design engineer and EOR for the renovation and remediation of the 3,200 LF of anchored sheet pile retaining wall in the Inlet Point HOA. Due to the condition of the existing sheet pile wall, this required for the temporary removal, storing and resetting of the existing floating and fixed docks as required to complete the repairs and installation of the new FRP sheet pile retaining wall. . The repair and construction of approximately 3,200 LF of FRP anchored sheet pile retaining included the removal, inspection, by the owner's rep, and resetting of existing and new FRP sheet piles that were anchored to a combination of new and existing mechanical earth anchors.

Structural Engineer, Town of Wrightsville Beach - Marina Street Bulkhead Replacement, Wrightsville Beach, NC. Provided complete structural and marine engineering for the design of approximately 100 LF of vinyl bulkhead for the replacement of existing deteriorated timber bulkheads at the end of Marina Street for the Town of Wrightsville Beach. The new wall utilized a treated timber drop wall along with a helical anchor system and was located along Banks Channel. The project also included the design of a future boardwalk to extend along and cantilever off of the top of bulkhead and extend back. Limited construction phase services were provided with periodic construction observation.

UNC Wilmington Laboratory for Analytical Sciences, Third Floor Upfit, Poulton Innovation Center. Provided structural engineering support services for limited design phase services to perform a structural analysis on the existing 17,000SF 3rd floor framing for the Laboratory for Analytical Sciences at the Poulton Innovation Center on the Centennial Campus of NC State University for the addition of a raised flooring system as well as secure safe locations, heavy computer racks in the computer room, additional electrical filter loads, design of a 200A filter support platform and details and support of miscellaneous mechanical and electrical equipment. The project is a US



4 KEY PERSONNEL



Army Corps of Engineers project that is administered jointly with NC State University and the State Construction Office. The project consisted of gutting about 17,000 SF of space in order to upfit the space for the user's requirements. The space has a full raised, accessible floor.

UNC Wilmington Hoggard Hall Addition. Structural consultant to the Special Inspector to provide special inspection services for the 16,400 sf, 2- story addition to Hoggard Hall located on the campus of University of North Carolina at Wilmington. All work was performed in conformance with Chapter 17 of the 2002 edition of the North Carolina Building Code and the contract documents. Work included review of material certifications to insure conformance with contract documents, written reports on each site visit, written discrepancy reports, and resolution of discrepancy reports. Also included was the attendance to all monthly meetings to review construction schedule to plan upcoming site observations.

Mark served as Project Manager for the following projects:

- Hampton Inn and Suites: Swansboro, NC [96 Rooms]; Knightdale, NC [106 Rooms]; Sneads Ferry, NC [106 Rooms] D & Dodge, Wilmington, North Carolina
- Winding River Country Club
- Leland Industrial Park – Administration/Flex Office Buildings Peachtree Office Building and Suites
- Waterford Recreation Clubhouse and Pool Building
- Brunswick Medical Center
- Robinson Dental
- New Hanover Memorial Hospital – Emergency Egress Entrance Renovation
- New Hanover Memorial Hospital / Cape Fear Campus – Surgery Wing Addition and Renovation
- Wilmington Hilton Riverside Exterior Renovations
- Ruth Chris Addition – Wilmington Hilton Riverside Exterior Renovations



4 KEY PERSONNEL



Jeff Troutman PE, Structural & Coastal Engineer

Wilmington Office - 24 miles/30 minutes to Pender County offices

HIGHLIGHTS

- ✓ 29 yrs experience in NC
- ✓ Registered Professional Engineer NC
- ✓ Marine & coastal engineering expertise
- ✓ Flood control facilities, piers, bulkheads, boardwalks

EDUCATION

BS Civil Engineering, North Carolina State University, 1989

PROFESSIONAL REGISTRATIONS

- Professional Engineer NC, SC, VA, FL, GA

ASSOCIATIONS

National Society of Professional Engineers, Professional Engineers of North Carolina, American Society of Civil Engineers, American Institute of Steel Construction, Society of American Military Engineers, Structural Engineering Certification Board (Charter Member), National Council of Structural Engineers

Jeff has 29 years of structural engineering assessment, design and construction phase services throughout NC. His experience includes structural, coastal and marine engineering services to include piers, flood control facilities, bulkheads, dry docks, boardwalks, foundations, bridges and buildings. Jeff's experience:

Marine Engineer, District Fisher School Basin Flood Protection Project, New Orleans, LA. Performed tidal and bulkhead wall analysis for the approximate 7,550 LF of tidal wall for the Lafitte Area Independent Levee district.

Project Manager, NCDOT Cumberland County Lane Widening, Soldier Wall, Temp Shoring Design and MSE Wall Review. Provided design-build structural engineering services for the design of a soldier pile wall system along SR 1363 (Elk Mill Road), SR 1132 (Legion Road) to US 301/I-95 Business as part of a NCDOT lane widening project. Services also included review of MSE Walls and temporary shoring for drainage structures.

Project Manager, Bladen Bluffs Regional SWTP Raw Water Intake Pipe Installation, Temporary Cofferdam Cutoff Wall. Provided structural and marine engineering services for the design of a temporary cofferdam cutoff wall used for the installation of the raw water intake pipe in the Cape Fear River for the Bladen Bluff's Regional Surface Water Treatment Plant project, located in Tar Heel, NC. The cofferdam structure consisted of a 3-sided sheet pile cutoff wall box to dewater for the installation of a new 42" diameter raw water intake pipe and filter screen assembly and pile cap foundations. Cofferdam wall utilized a braced sheet pile system with dual levels of trussed walers and struts, which were prefabricated and set into place by Intercoastal Diving.

Project Manager, SeaScape at Holden Plantation Marina - Phase I & II Concrete Bulkhead & Walkway Repairs. Provided structural and marine engineering design services for Phase I & II bulkhead and walkway repairs to the SeaScape Marina at Holden Beach, NC after performing an initial investigation of the existing bulkhead wall and walkway in order to make quantitative measurements and enumerate the required repair items.

Project Manager, Town of Ocean Isle - Concrete Canal Revetment Wall Repairs; Ocean Isle Beach, NC. Provided design phase structural and marine engineering services to provide repair plans, sections, details and notes for repairing the existing concrete revetment style walls along the residential "concrete" canals at Ocean Isle Beach, NC for approximately 15,400 LF of existing shoreline. Repairs would be performed on an as-needed basis by the respective landowner. Repairs consisted of providing a vinyl sheet pile cutoff wall with a structural reinforced concrete sloped cap slab and mechanical tie-back anchors.

UNC Wilmington Laboratory for Analytical Sciences, Third Floor Upfit, Poulton Innovation Center. Provided structural engineering services for limited design phase services to perform a structural analysis on the existing 17,000SF 3rd floor framing for the Laboratory for Analytical Sciences at the Poulton Innovation Center on the Centennial Campus of NC State University for the addition of a raised flooring system as well as secure safe locations, heavy computer racks in the computer room, additional electrical filter loads, design of a 200A filter support platform and details and support of miscellaneous mechanical and electrical equipment. The project is a US Army Corps of Engineers project that is administered jointly with NC State University and the State Construction Office. The project consisted of gutting about 17,000 SF of space in order to upfit the space for the user's requirements. The space has a full raised, accessible floor.

UNC Wilmington Teaching Laboratory Special Inspections. Provided structural engineering construction phase services by providing Structural Inspection as an agent to S&ME for 3-story, 105,480 SF, UNCW Teaching Laboratory



4 KEY PERSONNEL



Facility. In addition to serving as a general classroom building, the facility will house the Psychology Department and include offices and laboratories, as well as a 5,000-square-foot vivarium.

UNC Wilmington Center for Marine Science Greenhouse, Repair of Floor System. Provided structural engineering services for producing construction documents for the 2nd floor greenhouse slab repairs, based on repair recommendations from the Phase I Framing Corrosion Investigation Report, located at the UNCW Center for Marine Science, Wilmington, NC, which noted cracked concrete and corroded composite metal decking in the greenhouse's elevated 2nd floor concrete slab. Repairs consisted of the complete demolition of the elevated composite concrete floor slab within the majority of the greenhouse area and the installation of a new elevated, reinforced composite concrete slab on composite metal decking, including the use of corrosion inhibitors in the concrete mix design, doweling the perimeter of the new slab into the existing slab, new floor drains (non-metallic), new trench drains (non-metallic) and topped with an epoxy flooring system. Also, project included the replacement of deteriorated components of the greenhouse's eastern wall (wall girts, rod cross-bracing, insect screen replacement, cleaning/coating of screen frames) which had deteriorated.

Bid and limited construction phase services were also provided.

UNC Wilmington Hoggard Hall Addition. Structural consultant to the Special Inspector to provide special inspection services for the 16,400 sf, 2- story addition to Hoggard Hall located on the campus of University of North Carolina at Wilmington. All work was performed in conformance with Chapter 17 of the 2002 edition of the North Carolina Building Code and the contract documents. Work included review of material certifications to insure conformance with contract documents, written reports on each site visit, written discrepancy reports, and resolution of discrepancy reports. Also included was the attendance to all monthly meetings to review construction schedule to plan upcoming site observations.

Seaward Beach Residential Duplex, Kure Beach, NC. Project Manager provided structural engineering services for the construction of a new three-story, residential duplex located adjacent to the beach strand.

Recreation Building & Pool House, Waterford of the Carolinas, Leland, NC. Project Manager provided structural engineering services for the construction of a new single-story recreation building.

Atlantic Surgicenter Building, Wilmington, NC. Project Manager provided structural engineering design phase services for the design of a single story, 18,056 SF, medical office/surgical building.



4 KEY PERSONNEL



David Criser PE, Civil Engineer

Wilmington Office - 24 miles/30 minutes to Pender County offices

HIGHLIGHTS

- ✓ 40 yrs experience in NC
- ✓ Registered Professional Engineer NC
- ✓ Flood protection expertise
- ✓ Hazard mitigation
- ✓ Civil infrastructure expertise

EDUCATION

BS Civil Engineering, North Carolina State University, 1979

PROFESSIONAL REGISTRATIONS

- Professional Engineer NC, SC, VA, TX

ASSOCIATIONS

National Society of Professional Engineers,
Professional Engineers of NC, Chi Epsilon

David has 40 years of experience delivering civil engineering planning, design and program management services throughout NC. He has worked on a variety of projects for local municipalities, authorities, state agencies as well as for industrial and commercial clients. His experience includes civil/site development, roadways, water and wastewater facilities, stormwater and drainage facilities, flood control structures and water and sewer lines. David's experience

Project Manager, Town of Topsail Beach Hurricane Floyd Disaster Recovery. Civil site and disaster recovery services to assist the town in debris quantity monitoring and reporting on the hurricane debris removal effort after the hurricane.

Project Manager, Brunswick County Courthouse. Civil engineering services for 102,400 SF three-story Brunswick County Courthouse in

Bolivia, NC. Site work consisted of a 400-car parking area, site grading, water and sewer service to the building, design of the stormwater management system, and an erosion control plan. The project also included the modification of the existing roadway alignments for connecting to NC Highway 17. Full permitting services as well as construction phase services were provided.

Project Manager, Brunswick County Courthouse Addition. Civil site engineering services for the 13,900 sf, three-story addition to the Brunswick County Courthouse, located in Bolivia, NC. Site work included the redesign of the parking area for employees and judges along with the site permitting for stormwater management and erosion control.

Project Manager, Northchase Subdivision Drainage Improvements, Wilmington, NC. Civil engineering to evaluate flooding that occurred during heavy thunderstorm activity within the 200+/- acre area of the subdivision. Developed a plan to have a stormwater pond constructed on five undeveloped lots within the subdivision. The design was for a 25-year storm with an analysis of the effects of a 100-year storm. A new outlet was developed for the area with approval of the Local, State and Federal Authorities.

Project Manager, Northchase Subdivision Drainage Evaluation, Wilmington, NC. Post hurricane Florence review of the conditions and results of the 1,000-year rainfall event. Results of the study indicated that there was a downstream culvert under I-140 that needs to be increased to allow for the passage of larger storms.

Project Manager, Brunswick County Jail Expansion Bolivia, NC. Civil site services for the jail expansion. The expansion included utility relocations, new roadway alignment and a secure connector hallway from the jail expansion building to the existing Courthouse. The project included stormwater, site and erosion control permitting.



4 KEY PERSONNEL



Adam Faschan PE, Mitigation & Resilience, Subject Matter Expert

New Orleans Office – called upon on as needed bases

HIGHLIGHTS

- ✓ 30 yrs experience in assessments, design and construction
- ✓ Flood protection and hazard mitigation expertise
- ✓ Coastal engineering, coastal protection expertise

EDUCATION

PhD in Civil Engineering, Louisiana State University
MS in Civil Engineering, Louisiana State University
BS in Civil Engineering, Bucknell University

PROFESSIONAL REGISTRATIONS

Professional Engineer LA, TX, MS, NY, FL, SC

ASSOCIATIONS

Water Environment Federation
American Society of Civil Engineers

Adam has 30 years of experience in environmental and civil engineering, disaster recovery, and hazard mitigation for large public infrastructure programs. He has worked directly with FEMA and HUD on recovery programs following Hurricanes Katrina, Rita, Gustav, and Ike, Superstorm Sandy and SC Flooding in 2015 providing facility assessments, design for FEMA funded repairs, hazard mitigation and buyout programs, and CDBG-DR funded housing and infrastructure repair and rehabilitation. Post Harvey, Adam has furnished facility assessment, emergency repair or engineering design, and advisory services to the Gulf Coast Water Authority, the Cities of Pearland, League City, Humble and Fort Bend County MUD 25. His background spans from debris management, private property demolition and removal programs, design of FEMA-funded permanent repairs to infrastructure, program management of FEMA-funded repairs, hazard mitigation and buyout programs, and program management of CDBG-DR funded housing and infrastructure

repairs. Adam's unique experience provides insight into how to effectively integrate all the various federal funding for disaster recovery. Adam's experience:

Project Manager, Gulf Coast Water Authority Emergency Services, Hurricane Harvey. Houston, TX. This project included damage assessments, engineering, advising on validating force account, equipment, labor, PW development, grant application/ management, admin and compliance, conceptual design of repairs and construction oversight, hazard mitigation, close out work includes large pump stations, conveyance canals and reservoirs, and a water treatment plant for \$40M to \$50M of construction. Ardurra is currently assisting GCWA with a conceptual assessment of the ability to raise the external embankments of the Mustang Reservoir utilizing soils from the existing wind breaks. This assessment is critical to establish both the technical feasibility and cost feasibility of utilizing available FEMA funding to develop this improved project.

Senior Technical Advisor, CDBG Coastal Communities Recovery Program Shoreline Protection and Flood Control Structures, Louisiana CPRA. The Gustav-Ike State Action Plan approved by HUD allocated \$27 million for coastal restoration and hurricane protection programs. Adam served as senior technical advisor for the \$27 million CPRA-funded program for the restoration, hardening, and improvement of critical infrastructure, storm protection, and wetland restoration. The work included grant applications, procurement, design review, and construction for levees, flood control structures, shoreline protection, pump stations, marsh restoration, and wetland assimilation.

Senior Technical Advisor, Shoreline Protection Emergency Restoration Project, Louisiana CPRA. Adam served as senior technical advisor for this project that provided protection to areas where marsh vegetation was highly impacted by the Deepwater Horizon oil spill in order to avoid additional irreversible losses and reduce the continuing threat to the natural resources. Adam provided senior technical oversight through a conceptual planning phase, coordinating between numerous agencies, stakeholders, and interested parties. He provided oversight of the project team through data collection, permitting, and final design.

Senior Technical Advisor, Blind River Freshwater Diversion, Louisiana Department of Natural Resources. Adam provided technical oversight of the analysis and design for a 3,000 cubic feet per second diversion from the Mississippi River to the Maurepas Swamp and Lake Pontchartrain for the Office of Coastal Protection and Restoration. The \$100 million project includes a diversion structure using culverts with automated gates and a conveyance facility using culvert and earthen channel sections. The distribution system to the swamp includes detailed hydraulic modeling with both HEC-RAS and EFDC models. The objective of this project is to rejuvenate the swamp and to propagate cypress trees that had been stressed from lack of freshwater and nutrients for 50 years.



4 KEY PERSONNEL



The project includes construction of three- 10'x10' culverts through the USACE flood control levee on the Mississippi River. The installation drawings included roadway relocations, temporary levee relocations, levee reconstruction details, and special details for prevention of leakage along through levee structures.

Senior Technical Advisor, Baptiste Collette Navigation Channel Improvements, Plaquemines Parish, LA. Adam served as senior technical advisor for the analysis and design for deepening, widening, and redirection of 16 miles of navigation channel to serve the Port of Venice. The Parish, under a Section 203 USACE authorization, is preparing a feasibility study to determine the cost effectiveness of deepening the existing 16' channel to 22' and widening the 150' sections to 200'. These improvements will allow a wider range of oil field service vessels to reach new oil leases in the eastern Gulf of Mexico.

Senior Engineer, Subject Matter Expert, St Johns County Florida Hurricane Matthew Recovery, St Augustine, FL. \$300M. Senior engineer and advisor for this FEMA and CDBG-DR recovery program. Responsibilities include review and management of all eligible Category A and B activities, and all needed permanent repairs for Category C through G as well as review of debris activities performed by other contractors. Moving forward, work will include management of all grant funds, sources other available funding, grant compliance, bid and procurement support, oversight of selected consultants/contractors to perform rehabilitation work, construction management and project closeout.

Senior Engineer, Subject Matter Expert, East Richland County Public Service District FEMA Flood Recovery Program, East Richland County, SC. \$6M. Senior engineer and project specialist to assist with development of hazard mitigation measures and to troubleshoot PW development for sewer collection system repairs.

Senior Engineer, Subject Matter Expert, Nassau County NY Superstorm Sandy FEMA & CDBG-DR Recovery, Nassau County, NY. \$1.2B. Senior engineer and project specialist for recovery assistance and grant management & admin for multiple funding sources including FEMA, CDBG-DR. Provided engineering support for damage assessments and hazard mitigation for wastewater treatment plants and lift stations, various parks and rec facilities as well as other county infrastructure. Program started with 65 PWs and Adam assisted to develop 50 additional PW totaling \$777M.

Senior Engineer, Subject Matter Expert, Administrative Program Management Assistance for FEMA Repairs, St. Bernard Parish, LA. St. Bernard Parish needed assistance to manage the implementation of all the FEMA-funded infrastructure repairs as a result of Hurricanes Katrina and Rita. Adam served as senior technical advisor for this program. The program's grant administration duties included reviewing and revising project worksheets and completing and maintaining all documentation required to ensure full and expeditious reimbursement of all eligible funds. Adam supported St. Bernard Parish and FEMA by overseeing review of all pay requests for compliance with FEMA requirements and conformance with the scope of work, including documentation of proper procurement procedures, bid tabulations, and other materials necessary to assure FEMA approval of expenditures. Oversaw grant payments received from the state against payment requests to assure that all appropriate reimbursements were made.



4 KEY PERSONNEL



Kelly Simmons, Permitting/Environmental

Tampa Office – called upon on as needed bases

HIGHLIGHTS

- ✓ 15 yrs experience in environmental assessments, compliance, documentation and grant management
- ✓ FEMA and CDBG-DR environmental compliance expertise
- ✓ NEPA programs, wetland delineation and ecology

EDUCATION

MS in Marine Biology, University of Massachusetts Dartmouth, 2003
BS in Biology, University of Massachusetts, 1993

PROFESSIONAL REGISTRATIONS

- USACE Wetland Delineation, Rutgers University, 2007

Kelly brings 15 years of experience in environmental compliance documentation at the municipal, state and federal levels of government. She has assisted multiple municipalities with all aspects FEMA and CDBG-DR processes and procedures as it relates to environmental compliance and grant management and administration. She has extensive knowledge of the National Environmental Policy Act (NEPA) programs, wetland delineation and ecology and is proficient in the analysis of scientific data and the writing of grants and technical reports.

St. Johns County Hurricane Matthew & Irma Recovery Program Management, St Johns County, FL. As a Deputy Program Manager, Kelly assists with and performs the collection, and analysis of storm damage, creates Project Worksheets, prepares Cat A Debris Removal PWs including Force Account (FAL), Force Account Materials (FAM),

and Force Account Equipment (FAE) costs, as well as contractor costs, that will allow the county to request reimbursement for over \$21M in debris removal in these two storms. She wrote Cat B Emergency Protective Measures PWs for the SJC Emergency Operations Center, Fire Rescue, Utilities, Facilities, and Parks departments that will allow the county to request reimbursement for over \$3.5M for emergency response activities these departments conducted in response to Hurricane Matthew and Irma. She has prepared a Category B Emergency Protective Measures PW for the FAL, FAM and FAE for the SJC Sheriff, Property Appraiser and County Clerk that will allow the county to request reimbursement for over \$2.5M for emergency response activities these departments conducted in response to Hurricanes Matthew and Irma. Kelly was part of the team that reviewed the state's Action Plan as required by the January 18, 2017 Federal Register (Vol. 82, No. 11). The county was allocated \$46.8M in CDBG-DR funds for long-term recovery. The comments ensure that the state's action plan includes comprehensive data that represents the county's specific needs to assist with its long-term recovery.

Project Specialist/Project Manager, Nassau County Superstorm Sandy and Hurricane Irene Recovery Program Management, Nassau County, NY. As a Kelly prepared environmental compliance documentation under NEPA for proposed infrastructure disaster recovery/resiliency projects funded by HUD CDBG-DR. Work requires collaborating with County, State and Federal staff to obtain and prepare documentation necessary for the County to seek federal reimbursement for disaster recovery efforts directly relating to Superstorm Sandy. Prepared the required federal (NEPA) and state (SEQR) environmental compliance documentation for these projects. The team prepared ten consultation letters to various federal and state agencies, e.g., US EPA and NY SHPO, as well as the HUD Statutory Checklist and an Environmental Assessment Checklist (as required by 24 CFR Part 58.36). These documents typically require a minimum of six months to complete; Kelly and her team completed them in less than three weeks. The quality of the documents was complimented by GOSR's Environmental Legal Counsel.

Environmental Policy Analyst, New York City Clean Air Regulation Review and Revision, New York City, New York. As requested by New York City (NYC), Kelly reviewed the air emission regulations within the NYC Administrative Code and the Rules of the City of New York Chapter 15 to assist the City with updating these regulations to the standards used in similarly sized municipalities and by the United States EPA. The results were used to create a report that was delivered to the City for review and approval. The recommendations in the report resulted in the City revising their air emission regulations to eliminate outdated regulations and match the goals set forth in PlaNYC 2030.

Environmental Scientist, Governors Island Potable Water, Governors Island, New York. As part of the Governors Island restoration project, Kelly assisted the Trust for Governors Island by preparing the State and Federal permits necessary to construct 2,500 linear feet of new pipe from Red Hook to Governor's Island. The pipe was installed via



4 KEY PERSONNEL



horizontal directional drilling through bedrock beneath the Buttermilk Channel.

Nassau County Police Department 4th Precinct and 8th Precinct Station Houses, Nassau County, NY. Project Manager. \$27M in CDBG-DR funds were used to demolish the existing NCPD 4th Precinct and 8th Precinct Station Houses and associated facilities and construct new station houses. The new station houses were designed to withstand severe storm event conditions, such as high winds and heavy snow loading, and will include improved Information Technology capability for utilization before and after storm events. Kelly and her team prepared the required federal (NEPA) and state (SEQR) environmental compliance documentation for these projects. The team prepared ten consultation letters to various federal and state agencies, e.g., US EPA and NY SHPO, as well as the HUD Statutory Checklist and an Environmental Assessment Checklist (as required by 24 CFR Part 58.36). These documents typically require a minimum of six months to complete; Kelly' and her team completed them in less than three weeks. The quality of the documents was complimented by GOSR's Environmental Legal Counsel.

Environmental Scientist, Suffolk County Vector Control and Wetlands Long Term Management Plan, Suffolk County, New York. Kelly conducted field reconnaissance within Suffolk County salt marshes to determine the species present and the health of the marshes for use with assisting the County in developing and preparing the Suffolk County Vector Control and Wetlands Long Term Management Plan. Preparation of the plan involved incorporating the results of the field reconnaissance into the written plan and sharing updates on the reconnaissance at monthly meetings with interested local, State, and Federal stakeholders, e.g., United States Fish and Wildlife Service, NYS Department of Environmental Conservation and DUCKS Unlimited. The plan goals were to minimize pesticide use while protecting public health and to preserve and restore wetlands managed by Vector Control. Preparation of the plan was required by the Suffolk County Legislature.

New York Rising Community Reconstruction (NYRCR) Program. Project Manager. Kelly collaborated with Nassau County and the New York State Governor's Office of Storm Recovery (GOSR) to prepare ten separate Pre- and Final Applications for a combination of infrastructure construction projects as well as drainage studies that will be done to the 30% design phase. The applications allowed Nassau County to be the Subrecipient of over \$157,700,000 in HUD CDBG-DR funding.

Galveston and Harris County, Texas Hurricane IKE CDBG Housing Recovery Program, TX. Environmental Scientist. Kelly collaborated with the City of Galveston, Harris County and their corresponding Disaster Recovery Case Managers to complete Environmental Record Reviews (ERRs) for over 1,500 homes that required repair or reconstruction due to damage resulting from Hurricane Ike. Kelly assisted the County with applications for its Homeowner Buy-out program.



4 KEY PERSONNEL



Courtney Nelson, Permitting/Environmental

Tampa Office – called upon on as needed bases

HIGHLIGHTS

- ✓ 5 yrs experience in environmental assessments, compliance, documentation and grant application preparation
- ✓ FEMA and CDBG-DR environmental compliance expertise
- ✓ NEPA programs, wetland delineation

EDUCATION

BS Coastal and Environmental Sciences and Management, Louisiana State University, 2014

REGISTRATIONS/CERTIFICATIONS

OSHA 40-Hour HAZWOPER Training and TWIC Card Space/CPR/First Aid)

Courtney is an environmental scientist with five years of experience in environmental analysis, remediation, sustainability planning, environmental site assessments, disaster recovery and risk management. She has hands on working knowledge of federal and state environmental regulations and permitting, such as NEPA, CERCLA, RCRA and RECAP. She served as environmental specialist for multiple Harvey recovery programs in the greater Houston region; Nassau County NY \$1.6B Superstorm Sandy Recovery Program; Nassau County NY \$800M Bay Park Sewage Treatment Plant Recovery Program; West Virginia CDBG-DR Flood Recovery Program, and for Conoco Phillips and Exxon XTO in Texas, New Mexico and Colorado.

Environmental Specialist, City of Humble and Gulf Coast Water Authority Hurricane Recovery, Humble, Texas. Responsible for

Category A and B PW's for the FEMA applicants. Work includes projects for emergency protective measures, buildings and equipment, and debris removal. This data is used to develop the scope of work, work completed, work to be completed, project cost estimation, and documentation: Force Account Labor, material amounts, Direct Administrative Costs (DAC).

Environmental Specialist, Superstorm Sandy CDBG-DR Recovery Program Bay Park Sewage Treatment Plant, Nassau County, New York. Courtney assisted with overall compliance of local, state, and federal regulations including ensuring that the project is in full compliance with HUD CDBG-DR. Responsibilities also included tracking waste manifest documentation to ensure compliance with environmental regulations. She reviewed environmental testing procedures.

Environmental Specialist, West Virginia Floods (2016). Courtney was responsible for completing Environmental Reports. This is a CDBG-DR project using HUD and NEPA standards.

Environmental Specialist, South Carolina Housing Mitigation, Columbia, South Carolina. Responsible for completing Environmental Reports for this CDBG-DR project using HUD and NEPA standards. She also conducts some GIS analyses.

Environmental Scientist, John Hargrove WRF Intermediate Expansion Project, Pearland, Texas. Courtney is writing the Environmental Information Document (EID) for the funding application process of this wastewater treatment plant expansion project for the City of Pearland.

Environmental Field Scientist, Deltaic Plain Region of Coastal Southeast, Louisiana. Courtney assisted with environmental assessments of proposed revegetation sites including interpretation and evaluation of soil and water, chemical and physical properties. Other duties included revegetation project installations, project monitoring, completion and submittal of required monitoring reports and proposals.

Environmental Scientist, Conoco Phillips and Exxon XTO, Texas, New Mexico, Colorado. Courtney researched governmental regulatory permits and requirements for site evaluations for upstream permitting and sourcing of frac water ponds. She also performed Quality Assurance and Quality Control for frac pond construction.

Environmental Scientist, TOTAL Soil Assessments, Mt. Pleasant, Texas.

Courtney collected contaminated soil samples to conduct further analysis for future remediation activities. She screened soil samples using a photoionization detector (PID) to measure the concentration of volatile hydrocarbons. Courtney also provided oversight of drilling activities, developed official lithology logs from field notes using the gINT system, and maintained COC and sample inventory.

Environmental Scientist Intern, Santa Susana Field Laboratory, Ventura County, California. Courtney organized and managed project documents to assist with accurate project manager/client communications.

Environmental Scientist Intern, Butte Priority Soils Operable Unit, Butte, Montana. Courtney manipulated soil data



4 KEY PERSONNEL



to create informational graphs for analysis and presentation.

Environmental Scientist Intern, East Cherry Creek Valley, Northern Water Supply, Cherry Creek, Colorado.

Courtney managed project data and created PowerPoint presentations to facilitate client meetings.

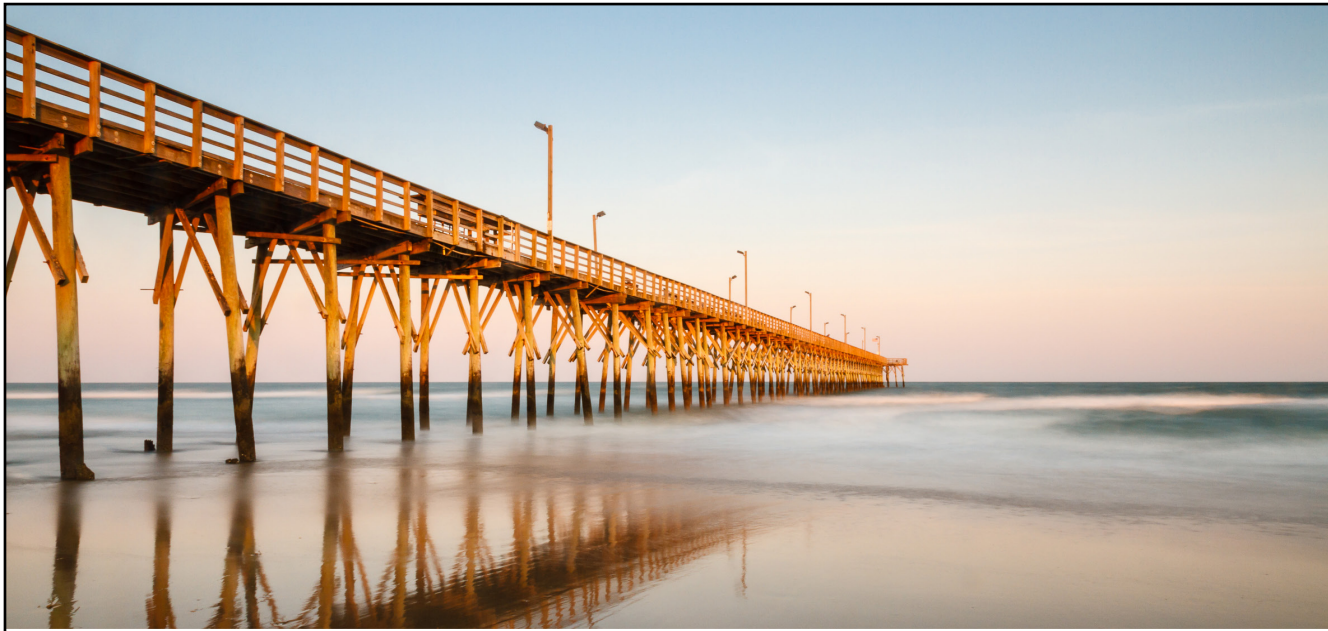
Environmental Scientist Intern, Libby Asbestos, Libby, Montana. Courtney conducted risk assessments and data manipulation for remediation requirements of an asbestos site.

Environmental Law Research Assistant, Talbot Carmouche and Marcello – Attorneys at Law, Baton Rouge, Louisiana. Courtney assisted environmental law attorneys with review and research of various scientific documents. She also analyzed and presented facts related to a range of environmental litigation cases.

Soil Science and Coastal Plant Research Student Lab Technician – Louisiana State University and A&M College, Baton Rouge, Louisiana. Courtney performed a variety of soil analytical testing using approved standards including particle size distribution, carbon/nitrogen analysis, and salinity stabilization. She also performed PXRF (Portable X-Ray Fluorescence Spectroscopy) analyzer scans to detect and identify alloy grades and pure metals. Courtney assisted graduate students with field research and lab analyses to develop various graduate theses. She also conducted a range of field work related to agricultural research including coastal plants and wetland delineation.

Environmental Field Scientist, Deltaic Plain Region of Coastal Southeast Louisiana. Courtney assisted with environmental assessments of proposed revegetation sites including interpretation and evaluation of soil and water, chemical and physical properties. Other duties included revegetation project installations, project monitoring, completion and submittal of required monitoring reports and proposals.





Tab 5 Past Experience

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5. PAST EXPERIENCE

5 PAST EXPERIENCE



Relevant Project Experience

Ardurra's key staff proposed for your project are proud of the key roles that they have played in projects that support infrastructure design, disaster recovery, flood protection and hazard mitigation efforts throughout NC. They are supported by a team of 40+ dedicated professional and technical personnel in Ardurra's Wilmington, Raleigh and Charlotte offices as well as 450+ staff nationwide. As it relates to firm project experience and experience of staff, the Ardurra team provides the County with the following benefits relevant to your USDA-EWP program:

- ✓ **Recent Emergency Watershed Protection Program and Relevant Program Experience in NC**
- ✓ **Recent Pender County Experience and Proven Commitment**
- ✓ **Federal Grant Management and Compliance Expertise**
- ✓ **Civil, Coastal and Structural Engineering, Flood Control Expertise In House**
- ✓ **Local Firm, Local Leadership, Local Team Ready to Mobilize**
- ✓ **Pender County Physiographic Know How – 50+ Soil Investigations on Mainland and Barrier Island**
- ✓ **Environmental and Historic Preservation In House**



5 PAST EXPERIENCE



USDA/NRCS Emergency Watershed Protection Program for Craven County, Damage Survey Reports and Program Management

dates: 2019-2020, project cost: ~\$124,000, percent complete: Mills Site 10%, Remaining Sites 15%

- ✓ **SAME STAFF – Wayne Floyd, Rudy Smithwick, Mike Healy**
- ✓ **Coordinate with NRCS**
- ✓ **Identified exigent Sites**
- ✓ **Prepared DSRs**
- ✓ **ROE/Easement access support**
- ✓ **Procurement support**
- ✓ **Daily construction inspection**
- ✓ **Contract management**
- ✓ **Engineering support as needed**

Craven County selected Ardurra to furnish consulting services for Florence recovery operations to include consulting services on all aspects of FEMA PA recovery operations and grant administration for Categories A through G. As part of the program, Ardurra assisted the Craven County Soil & Water Conservation personnel to identify 120 candidate sites for exigent repair, conduct field assessment of the sites and completed Damage Survey Reports (DSRs) for all 120 exigent candidate sites. To date, Ardurra has:

- Assisted to secure Right-of Entry to sites and authorization to perform slope stabilization work
- Supported USDA/NRCS to develop contract documents, plans & specifications and technical specifications for performing slope stabilization and restoration of 225 LF of shoreline for the Mills Project, an exigent stabilization project
- Assisted USDA/NRCS to administer the bid procurement process, prepare bid specifications, solicit bids from qualified contractors, prepare bid tabs and project award
- Managed field operations including land surveying (X-Y-Z), construction stake-out, and layout of construction zone
- Prepared daily engineering reports/field logs, 5-Day Reports, and 30-Day Reports
- Performed daily monitoring and documentation of construction progress and contractor conformance with plans and specifications
- Monitored consistency of granular fill material entering site for compliance with plans and specifications
- Oversighted field density/compaction testing of each independent fill-section for compliance plans and specifications; initiated re-testing for failed density tests
- Consulted with USDA/NRCS inspectors to resolve/remedy field density failures and in-homogeneity with structural fill used in fill-sections
- Prepared daily field construction logs documenting contractor progress and adherence to contract document requirements
- Communicated and interfaced with USDA/NRCS inspectors to update on daily progress and compliance with contract requirements for schedule and cost
- Approved progress payments for contractor's pay-request of work completed
- Assisted surveying crew in As-Built Survey to document final elevation of stabilized slopes
- Prepare Final Report for submittal to USDA to document and close-out project as required for Final Pay Request



5 PAST EXPERIENCE



USDA/NRCS Emergency Watershed Protection Program, Drainage Ditches and Water Courses District Wide, Southwest Florida Water Management District

dates: 2006, percent complete: 100%

- ✓ **SAME STAFF – Wayne Floyd, Mike Healy**
- ✓ Coordinate with NRCS
- ✓ Prepared DSRs
- ✓ ROE/Easement access support
- ✓ Daily inspection
- ✓ Contract management

This program included damage assessment and debris removal and monitoring services as well as EWP projects for more than 20 waterways located within the District, including bays, rivers and creeks. The work included:

- GPS/GIS mapping technologies to identify work areas and notify abutting property owners of the project details
- Assistance to secure Right-of Entry to sites and authorization to perform work
- Development of scope of work for the debris removal activities that was approved by all involved federal, state and local agencies including NRCS, Florida Fish and Wildlife Conservation Commission, and several environmental protection agencies
- Assisted the District to develop contract documents, plans & specifications and technical specifications for performing work
- Developed GIS maps and photo documentation
- Assisted to administer the bid procurement process, prepare bid specifications, solicit bids from qualified contractors, prepare bid tabs and project award
- Monitored contractor's activities for compliance with plans & specifications and environmental regulations
- Tracked program progress with GPS/photo documentation
- Acted as arbitrator to successfully resolve several contractor/property owner conflicts.

USDA/NRCS Emergency Watershed Protection Program and Debris Removal, Peace River Kissimmee to Charlotte Bay, Southwest Florida Water Management District, percent complete: 100%

- ✓ **SAME STAFF – Wayne Floyd, Mike Healy**
- ✓ Coordinate with NRCS
- ✓ Prepared DSRs
- ✓ ROE/Easement access support for 2,000 access points
- ✓ Daily inspection
- ✓ Contract management

This program included damage assessment and debris removal and monitoring services as well as EWP projects for the Peace River and its tributaries through central Florida from Kissimmee to Charlotte Bay. The project included:

- 1,400 miles of Peace River and tributaries and 2,000 ROE's for access points
- Permitting and interaction with multiple agencies to include NRCS, State and Federal Fish and Wildlife Services, Florida Department of Environmental Protection, and US Army Corps of Engineers
- Assistance to secure Right-of and authorization to perform work
- Development of scope of work for the debris removal activities that was approved by all involved federal, state and local agencies including NRCS, Florida Fish and Wildlife Conservation Commission and environmental protection agencies
- Assisted the District to develop contract documents, plans & specifications and technical specifications for performing work
- All documentation for grant management and compliance
- Construction inspection



5 PAST EXPERIENCE



Seminole County FEMA and USDA/NRCS Sweetwater Creek Surface Water Restoration

dates: 2005, percent complete: 100%

- ✓ FEMA-USDA grant management
- ✓ Environmental compliance
- ✓ Engineering support
- ✓ Bank stabilization
- ✓ Daily inspection
- ✓ Contract management

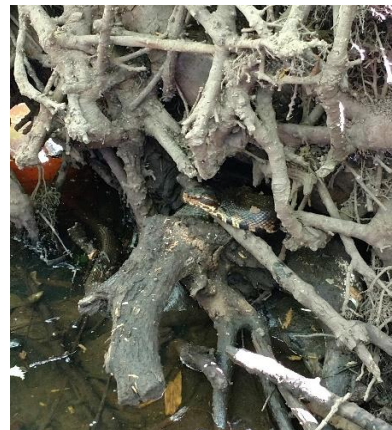
This program included preparation of an environmental assessment and design elements associated with permitting the restoration of a 0.5-mile portion of Sweetwater Creek located within a residential development to repair storm damage and alleviate potential flooding and erosion concerns. This FEMA/NRCS funded project required the dredging of a wet sedimentation basin, the construction of six detention weirs and the implementation of various bank/stream erosion stabilization measures including BMP's, to restore riparian areas and protect private properties/structures from further damage while sustaining ecosystem integrity. Activities included wetland delineations, floral and faunal inventories, protected species surveys, habitat quality and hydroperiod assessments, permitting, agency coordination, wetland and upland landscape design.

Horry County Drainage District Debris Monitoring and Management and Waterway Debris Removal

dates: 2017-2018, percent complete: 100%

- ✓ **SAME STAFF – Wayne Floyd, Rudy Smithwick, Mike Healy**
- ✓ Clearing and snagging 220 miles of waterway
- ✓ Daily inspection
- ✓ Contract management

This program included overall management of Hurricane Matthew debris removal, reduction and final disposal in Horry County, City of North Myrtle Beach and Town of Brier Cliff Acres. Program Manager, Wayne Floyd, directed the clearing of debris from 112 miles of Horry County Drainage District waterways within 30 days. This expedited projected schedule allowed the County Public Works Watershed Division to claim reimbursement for 75% of the eligible cost of the project.



5 PAST EXPERIENCE



New Hanover County NC Hurricane Florence Disaster Recovery Services

dates: 2018-Ongoing, percent complete: 95%

- ✓ **SAME STAFF – Wayne Floyd, Rudy Smithwick, Mike Healy**
- ✓ **Contract management**
- ✓ **Grant management**
- ✓ **Project development**
- ✓ **Staff training**
- ✓ **Coordination with local agencies**
- ✓ **Project closeout**

New Hanover County selected Ardurra to lead their disaster recovery effort, navigate FEMA's new Public Assistance Alternate Delivery Model, and help maximize reimbursements post Florence. The work includes FEMA PA grant application and management; program/project development, financial and grants management support, comprehensive recovery planning and mitigation support, and providing guidance on all aspects of FEMA's Public Assistance program. Detailed scope of work includes:

- Meet with all County staff to provide policy and programmatic guidance regarding the damages assessed and formulated damages in Categories A through G
- Structured PA Grant for FEMA PA Grant Reimbursement

for over \$20M in damage claims

- Defined/assessed more than 100 County-wide infrastructure damages including over 50 municipal buildings/structures, 3 emergency operations centers, 7 sheltering operations, 25 parks, 1 solid waste landfill, multiple roads, storm water systems, drainage structures and NRC channels
- Processed and bundled over \$9M of Cat A-Debris claims for Phase I operations of countywide debris removal; 2 additional operations periods valued at over \$10M
- Performed logical groupings for over 100 damages categorical damages; formulated projects (PWs) and defined damages; input projects/damages into Grant Portal
- Trained County staff on PA program and grants portal; processed expedited projects completed Lane PA Claims for Cat B and E
- Assisting to navigate the housing and mitigation programs such as HMGP, 407 and 404 mitigation and STEP program
- Performed project review and eligibility determinations for PA reimbursement
- Prepared Damage/Dimension/Descriptions (DDD), Scope of Work (SOW), and project cost for entry into grants portal
- Performed validation analysis of all County PA claims; performed consistency reviews of contracting instruments with 2 CFR and PA claims under Stafford Act
- Provided FEMA PA Policy guidance and direction to County personnel
- Structured, processed, and validated over \$20M in PA grant claims; advanced claims for funding obligation through the FEMA CRC Validation process



5 PAST EXPERIENCE



Craven County Hurricane Florence FEMA Public Assistance and Debris Removal Monitoring

dates: 2018-Ongoing, percent complete: debris removal 100%, remainder of the program 75%

- ✓ **SAME STAFF – Wayne Floyd, Rudy Smithwick, Mike Healy**
- ✓ Contract management
- ✓ Grant management
- ✓ Project development
- ✓ Staff training
- ✓ Coordination with local agencies
- ✓ Project closeout

Craven County selected Ardurra to furnish emergency management consulting services for Florence recovery operations to include consulting services on all aspects of FEMA PA recovery operations and grant administration for Categories A through G. Ardurra is assisting County staff to navigate FEMA's new Public Assistance Alternate Delivery Model which uses FEMA's Grants Portal for all aspect of the Public Assistance process from the request for public

assistance through closeout. Ardurra is assisting County staff to:

- Develop damage inventory which lists all the damage sites for all categories of work that may be eligible for FEMA reimbursement
- Prepare County staff for exploratory call with FEMA and prepare for a pending recovery scoping meeting
- Navigate the housing and mitigation programs such as HMGP, 407 and 404 mitigation and STEP program
- Assisted the school district to address approximately \$10M in mold remediation
- Administer 2 NRCS grants that cover 56 miles of streams and creeks under the USDA/NRCS EWP grant and approximately 30 individual home sites under a new NC NRCS Emergency Watershed Protection Program (EWPP) "Exigent" program which provides funding to sponsors that identify individual properties requiring expedited action in preventing loss of property as a result of Hurricane Florence.



5 PAST EXPERIENCE



Town of Troy NC FEMA Consulting Services

dates: 2019-Ongoing, percent complete: 80%

- ✓ **SAME STAFF – Wayne Floyd, Rudy Smithwick, Mike Healy**
- ✓ Contract management
- ✓ Grant management
- ✓ Project development
- ✓ Staff training
- ✓ Coordination with local agencies
- ✓ Project closeout

Ardurra has been assisting Troy with Florence recovery services to include FEMA PA processes, eligibility and compliance; scheduling for ongoing emergency work and permanent work for the equalization basin (EQ basin), roads, foot bridge, parks and utilities; development of procurement procedures in compliance with 2 CFR and Stafford Act requirements; evaluating use of HUD CDBG-DR funds; and routine communication

with FEMA Region IV on behalf of Troy. Scope of services includes:

- Assisted in review and analysis of all damages/projects listed in the FEMA Damage Inventory and set priorities
- Advised on FEMA PA process, steps, deadlines, and eligibility pitfalls and determined compliance steps and measures in order to meet critical FEMA deadlines
- Drafted a time extension request to FEMA for completing Emergency Work to avoid loss of funding for ongoing work
- Furnished a third-party quality review of the NCDEQ WRD application and developed schedules and process forecast for completing ongoing emergency work for EQ basin, roads/bridge and utilities
- Identified processes and procedures for completion of permanent work for EQ basin repairs/restoration
- Assisted to develop procurement procedures for services and contractors to complete permanent work in compliance with 2 CFR and Stafford Act requirements
- Identifying FEMA PA funding opportunities under Section 428 funding; identified mitigation opportunities under Section 406, 404, and CDBG-DR programs; and evaluated use of CDBG-DR funding to meet long term capital improvements of wastewater treatment plant and EQ basin
- Provided alternatives for phasing planned permanent work to the EQ basin under FEMA PA and future capital improvements under alternate CDBG-DR funding
- Reviewed Town's procurement policy for 2CFR compliance to avoid ineligibility of services/vendors to be procured for emergency and permanent work
- Developed strategies and recommendations to maximize funding avenues under FEMA and HUD
- Conduct routine communications/dialogue with FEMA on behalf of the Town to advise of project status



5 PAST EXPERIENCE



St. Johns County FL Hurricanes Matthew and Irma Disaster Recovery Program Management,

dates: Nov 2016-ongoing, percent complete: 75%

- ✓ **SAME STAFF – Adam Faschan, Kelly Simmons**
- ✓ Strategic planning
- ✓ Contract management
- ✓ Grant management
- ✓ Engineering support and hazard mitigation
- ✓ Project development
- ✓ Staff training
- ✓ Coordination with local agencies
- ✓ Project closeout

St Johns County selected Ardurra to serve as program manager for this recovery program. Hurricane Matthew caused surge heights of more than seven feet in several coastal areas causing storm damage to roads, bridges, drainage infrastructure, fire stations and other permanent infrastructure. Impacts to existing beaches and associated debris generation were a substantial portion of the impacts to the County. Ardurra's scope of work includes FEMA and HUD CDBG-DR advisory services as well as debris removal oversight. Ardurra's responsibilities include review and management of all eligible Cat A and B activities and all needed permanent repairs for Cat C through G, including HMGP. This included approval of \$100M of repairs to roads, bridges and sand dunes throughout the County. As it relates to debris, Ardurra is responsible for oversight to ensure eligibility, assist with PW preparation and reimbursement and in general provide QA/QC of the activities performed.



Hazard Mitigation and Alternative Funding Sources

Ardurra assisted the county to identify hazard mitigation opportunities and developed hazard mitigation and resilient recovery approaches. Two critical efforts for the county involved hazard mitigation of Old Route A-1-A at Summer Haven North and South and effective restoration of their beach dunes.



Old Route A-1-A. At Summer Haven North Ardurra proposed storm drain piping from the landward side of the roadway to the beach side to prevent scour in future events, extension of sheet pile system and elevation of the existing roadway by 1.5 feet. Also, changes from asphalt to concrete was recommended. At Summer Haven South, Ardurra assisted with approval of a bolstered protective dune for this location and addition of increased vegetation as hazard mitigation measures.

Beach Dunes. Ardurra conducted a variety of preliminary beach damage assessments; developed preliminary reach-by-reach mitigation alternatives; coordinated with federal and state disaster recovery agencies for beaches countywide; participated in meetings with local stakeholder groups; and participated in county's seawall permitting workshops. The preliminary damage assessments consisted of visual observations of six sections of beach. Using these observations, Ardurra provided the county with a range of beach sand volume losses and replacement costs, which formed the basis for damage estimates reported to FEMA. At the request of the county, a white paper was prepared describing what actions could be taken and identified various federal and state cost share partners to provide emergency and/or long-term protection to the entirety of the county beaches.



5 PAST EXPERIENCE



Gulf Coast Water Authority TX Hurricane Harvey Facility Assessments and Recovery Services

dates: 2017-ongoing, percent complete: 70%

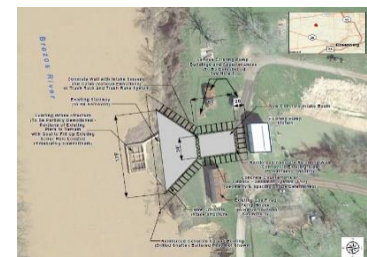
- ✓ **SAME STAFF – Rudy Smithwick, Adam Faschan**
- ✓ Strategic planning
- ✓ Contract management
- ✓ Grant management
- ✓ FEMA 404 & 406
- ✓ Engineering support and hazard mitigation
- ✓ Project development
- ✓ Staff training
- ✓ Coordination with local agencies

Following Hurricane Harvey, Ardurra was selected to furnish emergency damage assessment of GCWA facilities – many in locations with limited access. Ardurra's scope of work included a summary of damages report; engineering advisory services; FEMA PW development; development of expedited Cat B PW; HMGP applications; validation of force account equipment labor and materials; and hazard mitigation. Ardurra prepared FEMA documentation to include scope of work, cost estimates and hazard mitigation activities for damages to three major water supply intakes and pumping stations, two water supply reservoirs, 50 MGD water purification plant and 300 miles of water supply canals.

Critical activities included detailed assessments of the Briscoe, May and Shannon Pumping Plants. With a combined capacity in excess of 100 MGD which are critical to GCWA's function. **The**

assessments included establishing damages and repairs required to the intake structure, upstream and downstream wingwalls and embankments at the Shannon Pumping Plant and Palisades and embankment repairs at the Briscoe and May Pumping Plants. Also, detailed damage assessments were provided for 300 miles of transmission canals, the Mustang Reservoir and the 50 MGD Thomas S. Mackey Water Treatment Plant (WTP). Ardurra assisted with the development of unique repair and hazard mitigation scope of work.

Ardurra followed up with conceptual design and project management services for repair of riverbank slope failures and Palisade system failures repair of the May and Shannon Intake Pumping Stations. For the May Pumping Plant this included conceptual design to define the repairs to the Palisades System and repairs to the riverbank slope including hazard mitigation elements including rip-rap and sheet piling. For the Shannon Intake Pumping Station Ardurra coordinated the efforts of GCWA's design consultant to develop proposed approaches to repair, replace and provided hazard mitigation for the station's intake structure.



Hazard Mitigation and Alternative Funding Sources. Ardurra has assisted GCWA to leverage available hazard mitigation funding to include FEMA's 428 program and other improved project programs to enhance the long-term resiliency of GCWA infrastructure. Activities include:

- Developed proposal under FEMA 428 Program for 300 miles of water transmission canals, focusing on most critical and vulnerable components of the system. By focusing on erosion protection of control structures, proposal should protect against severe system failures during future events of Harvey magnitude.
- Working with FEMA and GCWA to gain approval of a comprehensive re-design of critical water supply intake at the 100 MGD Shannon Pumping Station to prevent future damage. This severely damaged structure would be rebuilt as an off-channel inlet to eliminate damages from any future severe flooding on the Brazos River.
- Developed conceptual repair report to assist with pursuit of improved project to use existing funds to repair, provide hazard mitigation and provide additional storage for the Mustang Reservoir, maximizing its ability to mitigate both hurricane and potential drought impacts to GCWA.



5 PAST EXPERIENCE



East Richland County SC Flood Recovery Program Management

Dates: 2015-2017, percent complete: 100%

- ✓ Strategic planning
- ✓ Contract management
- ✓ Grant management
- ✓ FEMA 404 & 406
- ✓ Engineering support and hazard mitigation
- ✓ Project development
- ✓ Staff training
- ✓ Coordination with local agencies



Ardurra was selected to assist East Richland County Public Service District with debris removal and emergency repairs to public infrastructure. Infrastructure sustained significant flood damage including road washouts, extensive sewage collection system damage, dam breaches and debris and electrical damage to the Gills Creek wastewater treatment plant and Quail Lane pump station. Ardurra's work includes preliminary damage assessments; oversight of temporary emergency repairs to roadway, dams, water and wastewater facilities; project development including scope of work and cost estimates; preparation of PW's; engineering advisory services; grant management; overall compliance and closeout.

Hazard Mitigation and Alternative Funding Sources . Ardurra assisted to identify hazard mitigation opportunities encompassing FEMA 404 & 406 Hazard Mitigation, HUD CDBG-DR and State Revolving Loan funds. Ardurra identified \$3M in FEMA funds through additional engineering evaluation to uncover additional damage of buried 42" and 54" diameter sewer mains. These funds were combined with available State Revolving Loan funds to construct a new 60-inch diameter sewer main to prevent future damages and better serve the District. Ardurra assisted the district to pursue three 404 grants to rebuild and raise a critical access road to their main treatment plant, harden and hazard mitigate multiple sewer lift stations and re-route an additional gravity main out of the existing floodplain.

Sea Gate NY Superstorm Sandy and Hurricane Irene Recovery Program

dates: 2016-ongoing, percent complete: 70%

- ✓ Strategic planning
- ✓ Contract management
- ✓ Grant management
- ✓ FEMA 404 & 406
- ✓ Engineering support and hazard mitigation
- ✓ Project development
- ✓ Coordination with local agencies

Ardurra was selected to furnish grant program management and construction management services for this community which incurred severe storm damage to their police/public safety building, a major sea wall and virtually the entire sewer system. Ardurra's scope of work includes damage assessment, engineering advisory, PW development, grant application/ management, admin and compliance, design and construction oversight and hazard mitigation services. Ardurra is also assisting with procurement of professional services and development of federally compliant contracts. Ardurra has assisted with the approval of ~ \$30M of available funding.

Hazard Mitigation and Alternative Funding Sources. Ardurra assisted to identify hazard mitigation opportunities for the sea wall and sewer system.

Sea Wall. An existing sea wall that protects the entire community is in poor condition but not eligible for regular FEMA PA funds from Sandy. The condition of the sea wall leaves the entire community vulnerable to flooding from future storm surges if left as is. Ardurra assisted Sea Gate to develop a 404 Hazard Mitigation application and is working with the State to obtain \$2.8M in funding to rebuild the sea wall to protect from future events. This included providing conceptual engineering and Benefit Cost Analysis to obtain approval of the project and detailed engineering upon project approval. **Sewer System Replacement.** Close to the entire combined sewer system was damaged by Sandy. Ardurra assisted with the detailed damage assessment of the entire system, including assistance to obtain approval for various hazard mitigation measures - changes in pipe material from vitrified clay to cast iron and full pavement replacement at damage locations.



5 PAST EXPERIENCE



Nassau County NY Hurricanes Sandy and Irene Recovery Program Management

2013-ongoing, percent complete: 90%

- ✓ SAME STAFF –Adam Faschan, Kelly Simmons
- ✓ Managed \$1.6B program
- ✓ Strategic planning
- ✓ Contract management
- ✓ Grant management
- ✓ FEMA 404 & 406
- ✓ Engineering support and hazard mitigation
- ✓ Project development
- ✓ Staff training
- ✓ Coordination with local agencies

Ardurra is serving as program manager providing recovery assistance and expert advisory services to the county. Funds secured and managed to date exceed \$1.6B. Ardurra scope of work included advisory services related to FEMA, HUD CDBG-DR and multiple funding mechanisms; grant management and administration; damage assessments; engineering support; debris management and oversight; financial tracking and data management; procurement support; and development of federally compliant contracts. Facilities affected include fire stations, public safety facilities, parks & recreation facilities, various buildings and equipment, roads and bridges, shoreline, utilities, water control structures and sewage treatment plant. Ardurra has overseen the development of over 115 PWs, 10 FEMA HMGP 404 grant applications, 16 DDIRs with FHA and other disaster grants. Ardurra is administering **\$853M in PW that are in the FEMA Public Assistance Alternative Procedures (PAAP)** that allow for extended coverage in Mitigation as well as Alternate Project scopes. The program started with 65 PW - Ardurra's staff **assisted the County to develop 50 additional PW totaling \$777M.**

Waterway Debris Removal. Ardurra was responsible for the removal of 18,000 cubic yards of disaster related vegetative C&D debris and 112 abandoned vessels that were deposited in seven government owned waterways throughout the county. This work represented \$13.2M in FEMA funds. Ardurra provided RFP development, removal monitoring and management, PW development and eligibility determinations for each vessel.

Six Funding Sources. Ardurra's initial role in Nassau County was short term FEMA emergency repair and PW development. Ardurra's knowledgeable and committed team earned the trust of Nassau County and continued to manage the long-term recovery program. Ardurra identified five additional funding sources for a variety of projects and is currently managing projects using 6 different funding sources.

Federal Emergency Management Agency (FEMA). Ardurra is providing relevant documents to support FEMA Public Assistance, 404 and 406 Hazard Mitigation and close-outs of Hurricane Irene and Superstorm Sandy. Ardurra is providing responses for FEMA reimbursements, conducting initial Project Worksheet (PW) development for all Categories (A thru G), and managing projects for ongoing compliance. To date, Ardurra has overseen the development of over 75 PWs, 10 FEMA HMGP 404 grant applications, 16 DDIRs with FHA and other disaster grants. This program started with 65 PW - Ardurra's staff assisted the County to develop 50 additional PW totaling \$777M. Ardurra is administering \$853M in PW that are in the FEMA Public Assistance Alternative Procedures (PAAP) that allow for extended coverage in Mitigation as well as Alternate Project scopes.

Hazard Mitigation and Bay Park Sewage Treatment Plant (STP). Ardurra was instrumental in securing funds for the largest single project ever funded by FEMA – the \$810M Bay Park STP. Ardurra key staff worked closely and tirelessly with the County, Senator Chuck Schumer, Governor Andrew Cuomo, and Director of FEMA Craig Fugate both in the State of New York and through visits to Washington DC. Ardurra is currently working with FEMA, Nassau County, NYDHSES and the Governor's Office of Storm Recovery to implement the FEMA and HUD funds.

Ardurra developed new protocols for the \$830M FEMA 428 funds being utilized on the Bay Park STP. Ardurra was integral to the implementation of two major program policies that give the County greater control and oversight of their awarded funds – 1. Proposing that the entirety of the 10% match be accounted for in one contract, as opposed



5 PAST EXPERIENCE



to 10% of each contract; and 2. Advocating for the use of advanced funding from the Dept of Homeland Security and Emergency Services.

Ardurra's team put forth the idea that one project large enough to cover the \$81M cost of the 10% Match would be a more efficient and auditable way to account for the funds. We argued that this setup would create a clean break between the FEMA and HUD funds and allow for better cash flow and cash management of each. Further, the regulations for the HUD funding (MWBE, Section 3, etc.) would be compartmentalized into one contract and therefore would be simpler to manage and document. Ardurra's standpoint was adopted and the Phase E3 (E3) electrical contract was selected to serve as the 10% Match. This project works on a reimbursement basis from GOSR while the remainder of the \$810M is funded completely by FEMA.

HUD CDBG-DR Program. Ardurra is managing the County's CDBG programs – anticipated to receive \$1B in CDBG-DR funds. Ardurra is responsible for ensuring that all the programs are implemented in compliance with HUD regulation; is assisting with preparation of all applications; is furnishing procurement support; and is currently researching additional funding opportunities.

Federal Highway Administration (FHWA). Ardurra identified FHWA funds available for transportation infrastructure projects and assisted to secure \$55M in FHWA grant funds for highway, road and bridge infrastructure mitigation and repair, drainage and erosion control. Ardurra developed and submitted Detailed Damage Inspection Reports (DDIR), furnished grant management and administration services and performed project closeout. Ardurra developed associated grant applications that resulted in resolutions with NYSDOT.

United States Department of Agriculture (USDA). Ardurra identified an opportunity to provide economic development dollars to rural and agricultural areas within Nassau County. Ardurra assisted the County to secure \$8M in USDA grant funds for rural area development.

New York Environmental Facilities Corp (EFC). EFC is a state program that invests in, and provides grant funds for, wastewater, water and air-quality improvements as well as green innovation. Ardurra identified the County's Bay Park Sewage Treatment Plant (STP) as an eligible project under this program and assisted the County to secure \$28M for the Bay Park STP force main and pump stations, and \$75M for the Bay Park STP ocean outfall facility.

EFC Storm Mitigation Loan Program (SMLP). To assist New York communities to rebuild smarter and stronger following Sandy, the Governor marshaled the resources of state and federal governments to improve the resiliency of water and wastewater treatment facilities - \$340M was provided the State through the Storm Mitigation Loan Program. EFC's SMLP provides cost sharing and low interest loans to eligible projects. Ardurra identified the County's Bay Park STP ocean outfall as eligible and assisted the County to secure \$75M via a 75% / 25% cost share agreement with EFC.



5 PAST EXPERIENCE



Watershed Protection Projects

A sample of Ardurra's watershed protection projects:



Pickens County Saluda Lake Restoration, SC. Design for mechanical dredging of 350,000 CY of sediment from upper 100 acres of the lake due to soil erosion from upper reaches of watershed, requiring multiple environmental permits from SCDHEC, SCDNR, US Army Corps of Engineers, US Fish and Wildlife and the County

Morris Village Lake Dam, SC. Design for dam improvements to alleviate downstream flooding; included new drains, decreasing slope of downstream Dam face to 3:1; replacement of the primary spillway with a dual siphon system, clearing trees; rehab of existing 100-foot auxiliary spillway

Seminole County Sweetwater Creek Surface Water Restoration, FL. Environmental assessment, design and permitting for restoration of a 0.5-mile portion of creek located within a residential development to repair storm damage and alleviate potential flooding and erosion concerns. Included construction of six detention weirs and the implementation of various bank/stream erosion stabilization measures including BMP's, to restore riparian areas and protect private properties/structures from further damage while sustaining ecosystem integrity.

Ascension Parish Master Drainage Study and Channel Improvement Design, LA. Master drainage study and design for 5 watersheds using US Army Corps of Engineers HEC-HMS, HEC-RAS and NRCS TR-55 software. Watershed areas varied between 5 to 45 square miles. Provided hydraulic modeling and design for channel improvements.

Upper Peninsula Watershed Drainage Project, FL. Planning, design, permitting and construction services for utility relocations (including 2-inch to 12-inch potable and reclaimed water mains, and 8 to 27-inch sanitary sewers) along 8,100 LF of residential corridor associated with the construction of a new 9'x6' concrete box culvert to alleviate flooding. Design includes parallel water and sewer utilities along both sides of the right-of-way and 15,000 LF each of new potable water and sewer utilities and new services and laterals to affected lots.

Feasibility Study to Upgrade Drainage and Pump Stations in the Bayou Segnette-Lake Cataouatche Watershed, LA.

Planning, design and modeling to upgrade drainage and pump stations including hydraulic and hydrologic analysis of the existing drainage deficiencies using EPA SWMM5 model and analyzed alternative improvements plans. Performed a basin-wide inventory of flood prone structures and surveyed first floor elevations on randomly selected structures in each representative neighborhood and developed stage-damage data for the economic analysis for residential structures and 100% for commercial structures.



5 PAST EXPERIENCE



Coastal Engineering, Structural Engineering, Water Control Structures and US Army Corps of Engineers Projects

One of Ardurra's areas of expertise is coastal engineering and hydraulic/hydrology engineering — this includes water control structures, locks, levees, dams, bulkheads, seawalls, floodwalls and floodgates. We have completed in excess of \$3B in assessment, planning, design, construction management for these facility types. As such, we have worked for the US Army Corps of Engineers (USACE) for 25+ years and have an exceptional performance record on USACE contracts and USACE funded programs. We have several former USACE employees on staff, equipping us with extensive knowledge of water control and flood control structures. Former USACE employees on staff include - Angela Desoto Duncan PE, Chief Technical Support Branch USACE New Orleans District; Ike Mayer PE, Chief of the Mississippi River Levee Unit, USACE New Orleans District; and 'CC' Hamby PE, Chief of Structural Design Section & Chief of Design Branch, USACE Vicksburg District. A sample of Ardurra's projects:



Southeast Louisiana Flood Control Program. Since 1994, Ardurra has served as program manager for this \$2+ Billion USACE program to reduce flooding in local areas. To date Ardurra has managed 79 projects valued at \$2.25B with \$620M on-going construction. Projects include a master drainage plans, hydraulics & hydrology, studies, new pump stations and pump station improvements, levees, floodwalls and floodgates, canal widenings, concrete flumes, concrete box culverts, bridges and grade control structures to name a few.



Louisiana Coastal Protection and Restoration Authority Regional Coastal Enhancements. Engineering design, environmental clearance (NEPA, EA, Phase I ESA), procurement and construction oversight for \$30M CDBG program encompassing nine coastal enhancement projects - a coastal terracing project, wastewater wetland discharge, shoreline protection projects, levee enhancements, barge flood gates and enhancement of existing river diversion pump station.



Town of Ocean Isle Beach Sloped Concrete Retaining Wall Conditions Assessment & Repairs, NC. Structural engineering analysis and design for repairs to 52,000 LF of reinforced concrete retaining wall along the residential canals; included accounting for the sloughing of base soil caused by the canal maintenance dredging and the stabilization and/or replacement of the existing concrete revetment wall.



Town of Ocean Isle Beach Concrete Canal Revetment Wall Repairs, NC. Structural and marine engineering design for 400 LF of shoreline to repair concrete revetment style walls along residential concrete canals for 400 LF of existing shoreline. Repairs include vinyl sheet pile cutoff wall with structural reinforced concrete sloped cap slab and mechanical tie-back anchors.

Village of Bald Head Island Beach Renourishment and Groin Field, NC. Engineering design for beach nourishment and unique soft construction groin field (extremely stringent regulations promulgated by NC Coastal Area Management Act) including 710,000 CY of dredged material.

Wilmington Inlet Point Marina- Forensic, Failure Evaluation, NC. Structural engineering forensic assessment and failure analysis for 3,200 LF of anchored sheet pile retaining wall; assessment of the entire bulkhead along with a forensic assessment of the five discrete wall failures that occurred over a period of 6 months.



5 PAST EXPERIENCE



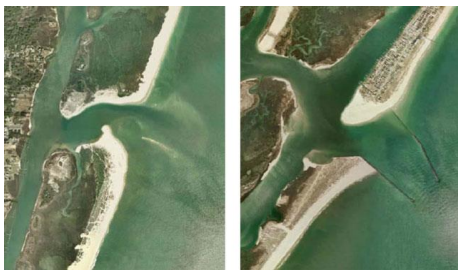
Wilmington Inlet Point Bulkhead Repairs, NC. Structural engineering design for renovation and remediation of 3,200 LF of anchored sheet pile retaining wall which required temporary removal, storing and resetting of existing floating and fixed docks. Repair includes new FRP sheet piles anchored to a combination of new and existing mechanical earth anchors.

Town of Wrightsville Beach Marina Street Bulkhead Replacement, NC.

Structural and marine engineering design for 100 LF of vinyl bulkhead and boardwalk to replace existing deteriorated timber bulkheads with treated timber drop wall along with a helical anchor system.

Town of Wrightsville Dredging and Beach Renourishment, NC. Beach renourishment for storm damage reduction including 1,409,000 CY of dredge material for Wrightsville Beach/Masonboro Island renourishment and 1,038,000 CY of dredge material for Carolina Beach renourishment

Beach Dredging And Beach Nourishment for Masons Inlet, Masons Creek, Nixon Creek and Riches Inlet. Engineering for canal, channel and inlet maintenance dredging and beach renourishment. Included reclaiming of dredge disposal islands.



LA Lafitte Area Independent Levee District/USACE Fisher School Basin Flood Protection Structural Assessment and Marine Engineering Design.

Tidal and bulkhead wall analysis for 7,550 LF of tidal wall. Civil, structural and marine engineering design, environmental clearance and construction administration to set flood protection alignment; performed slope stability analysis and structural analysis of steel sheet pile sections; explored options for earthen levee, I-wall, L-wall and bulkhead



Bonnabel Canal Improvements, LA. Engineering planning and design for canal dredging, widening and bank stabilization to improve drainage; improvement options included full u-shaped concrete flume; concrete flume with low walls and upper banks slope paved; concrete lined trapezoidal section; and sheet pile with rock lined side slopes; furnished complete design and construction oversight.

Jefferson Parish/USACE Westbank & Vicinity Hurricane Protection Project, LA. Engineering assessment for two reaches of levee; prepared design for raising levees and sheet pile I-walls to authorized grade and prepared design for 12-foot-high concrete floodwalls (T-walls) for both reaches

USACE Fort Worth District Design Assistance for Central City, Trinity River, TX. Engineering analysis of alternatives for the \$597M project including structural analysis of various types of concrete retaining walls, stability analysis, and sliding analysis.



New Orleans Castille Pass Channel Sediment Delivery, LA. Design for

improvements to the Atchafalaya River East Pass Delta Lobe to increase flow and create emergent marsh areas and enhance accretion and establish a method of wetland restoration and quantified expected benefits from sediment diversion using numerical models. Project improves diversion of Atchafalaya River flows and sediments into the shallow bay bottoms to create 450 acres of emergent marsh.

Lake Hermitage Marsh Creation, LA. Engineering during construction to create 1,000 acres of restored and new tidal marsh. Includes four fill area features and 3,726,000 CYs of fill, spread across 549 acres of marsh land; Earthen Terrace structures -7,300 LF; Shoreline Restoration - 278,496 CYs; Installation of four settlement plates, 34,268 LF of containment dike, and installation of a 42" casing pipe.



5 PAST EXPERIENCE



Pender County's Physiographic Know How

Proposed project manager, Rudy Smithwick, is a NC Registered Professional Geologist. He has worked throughout NC for 20+ years and has a firm grasp the state's mainland and barrier island physiographic qualities and differences. Pender County has a unique geomorphology consisting of a mainland land mass and an eastward positioned fragile barrier island - two distinct and unique geologic settings. Measures to stabilize soils/sediment erosion on the barrier island vary from those typically utilized on the mainland. Mainland soils are largely comprised of lagoon sediments that typify other coastal back-bay lagoon systems. The soil types consist largely of organic mucks, marine silts, some fine to medium grained sands and massive thick marine clays, interbedded with varying thicknesses across the County. These soils cover a thick carbonate limestone unit ranging from 30' to 150' thick. The barrier island (Topsail Island) system is typically comprised of varying marine silts and coarser sands that range from fine grain to coarse grain sediments. These sediments are unstable and are susceptible to erosion from currents, wave action, tides, and flooding events.

Ardurra's engineers and coastal geologists are experienced and capable of recognizing the difference in the geologic composition of the mainland and barrier island soil complexes. This enables our technical team to readily identify effective design solutions for each unique project site depending on the soils that are indigenous to the sites under evaluation. Our team members have performed more than 50 soil investigations throughout the mainland and barrier island physiographic regions of Pender County. This provides County staff valuable expertise in implementing the USDA/NRCS EWP program directives.

Environmental and Historic Preservation In House

Environmental. Ardurra's environmental professionals provide data-supported analyses to federal, state and local agencies to secure environmental clearances, permits and authorizations as required by the National Environmental Policy Act (NEPA), Sections 404 and 401 of the Clean Water Act, Section 10 of the Rivers and Harbor Act, and Section 14 of the Rivers and Harbor Act as codified in 33 USC 408 (Section 408) for modifications to federal projects, and Section 106 of the National Historic Preservation Act.

Historic Preservation Services. Ardurra has managed historic preservation projects for FEMA, HUD, municipalities, states and private property owners. Specific types include historic resource assessments; Local landmark & National Register nominations; Section 106 HUD and FEMA NEPA reviews; identification of historic resources, evaluation of proposed alterations to historic resources and development of project alternatives; Section 106 compliance; design collaboration with development teams to achieve projects in conformance with Secretary of Interior's Standards for the Treatment of Historic Properties; and environmental assessments.



5 PAST EXPERIENCE



Ardurra's Federal Funds Grant Management Project Experience in Last Ten Years

- New Hanover County Florence Recovery **\$20M FEMA**
- Pender County Florence Recovery & Debris Management **\$20M FEMA**
- Craven County Florence Recovery & Debris Management **\$20M FEMA**
- State of South Carolina 2015 Flood Recovery **\$90M CDBG, CDBG-DR**
- City of Sumter SC FEMA Flood Recovery **\$6M FEMA**
- East Richland County SC Flood Recovery **\$8.3M FEMA, CDBG-DR**
- Cameron Parish LA Hazard Mitigation Advisory **\$35M FEMA, CDBGDR**
- East Baton Rouge Parish LA Sheriff's Office Recovery **\$13M FEMA, CDBG-DR**
- Sea Gate NY Superstorm Sandy Recovery **\$150M FEMA, CDBG-DR**
- New York Rising Housing Program **\$3M CDBG-DR**
- New York City Build It Back Housing Program **\$275M CDBG-DR**
- Port Arthur TX Harvey Recovery **\$100M FEMA, HMGP, CDBG**
- Houston Housing Recovery Program TX **\$500M FEMA, CDBG**
- Livingston Parish LA Sheriff's Office Recovery **\$12M FEMA, CDBG-DR**
- Gulf Coast Water Authority TX **\$20M FEMA**
- Houston TX Harvey Damage Assessments **\$20M FEMA**
- Harris County TX Harvey Disaster Recovery Facility Assessments Port Arthur, Harvey Recovery **\$5.5M FEMA**
- League City TX Harvey Disaster Recovery **\$10M FEMA**
- City of Pearland TX Harvey Recovery Assistance & Facility Assessments **\$5+M FEMA**
- Fort Bend MUD 25 TX Harvey Recovery & Facility Assessments **\$5+M FEMA**
- City of Humble TX Harvey Debris Mgmt. & Facility Assessments **\$5+M FEMA**
- Porter SUD TX Harvey Disaster Recovery **\$5+M FEMA**
- St Johns County FL Matthew Recovery **\$300M FEMA, CDBG-DR**
- Nassau County NY Superstorm Sandy Recovery **\$1.6B FEMA, HMGP, CDBG-DR, FHWA, USDA, NYEFC, EFC-SMLP**
- Nassau County NY Bay Park STP Plant Superstorm Sandy Recovery **\$830M FEMA, CDBG-DR**
- State of West Virginia Housing Recovery Program Tier 1&2 Environmental Reviews **\$50M CDBG-DR**
- St Bernard Parish LA Katrina/Rita Recovery & Closeout **\$1.5B FEMA, CDBG-DR**
- State of Louisiana Hazard Mitigation Grant Program **\$750M HMGP**
- City of Longmont CO Needs Assessment & Advisory Services **\$70M CDBG-DR**
- State of CO HUD Technical & Recovery Assistance **\$320M USDA, CDBG, CDBG-DR**





Tab 6
References

ATTACHMENT B: References

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: Ardurra Group North Carolina

Reference 1:

Name of Entity or Business: Craven County, NC

Street Address: 406 Craven Street

City, State and Zip Code: New Bern, North Carolina 28560

Contact Name and Title: Gene Hodges, Assistant County Manager

Phone Number: (w) 252.636.6600; (c) 252.671.7326

Email Address: mhodges@cravencountync.gov

Contract Dates: Sept 2018 - Sept 2021

Contract Amount: \$500,000

Description of Services Provided: Disaster recovery; FEMA advisory and grant management; debris monitoring and management; identification and support for at least two UDA/ NRCS EWP program grants to cover 56 miles of streams and 30 home sites

Reference 2:

Name of Entity or Business: New Hanover County, NC

Street Address: 230 Government Center Drive, Suite 165

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

Contact Name and Title: Chris Coudriet, County Manager

Phone Number: (w) 910.798.7186

Email Address: ccoudriet@nhcgov.com

Contract Dates: Oct 2018 - Oct 2020

Contract Amount: \$450,000

Description of Services Provided: Disaster recovery; FEMA and CDBG-DR advisory and grant management for 100+ infrastructure damages including NRCS channels and drainage structures; debris monitoring and management

ATTACHMENT B: References

Offeror Name: Ardurra Group North Carolina

Reference 3:

Name of Entity or Business: City of Newport News, NC

Street Address: 2400 Washington Avenue

City, State and Zip Code: Newport News, Virginia 23607

Contact Name and Title: Tim Shockley, Solid Waste Director

Phone Number: (w) 757.269.2852; (c) 757.812.5726

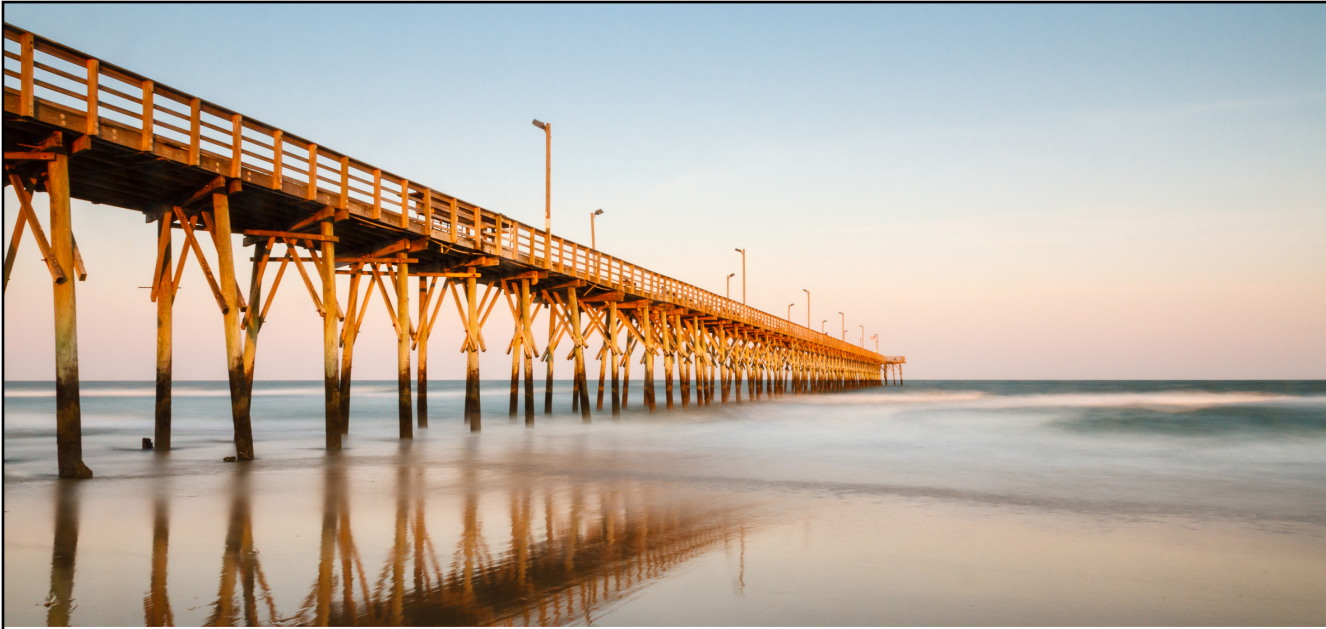
Email Address: tshockley@nnva.gov

Contract Dates: Jul 2017 - Jul 2022

Contract Amount: \$80,000/year

Description of Services Provided: Disaster recovery; debris monitoring and management; training and guidance for City's storm water division

NOTE: Attach additional pages, as necessary.



Tab 7 Price Proposal

ATTACHMENT C: PRICE PROPOSAL

ATTACHMENT C: PRICE PROPOSAL

Completed form shall be submitted with the proposal to RFP # 201202-116.

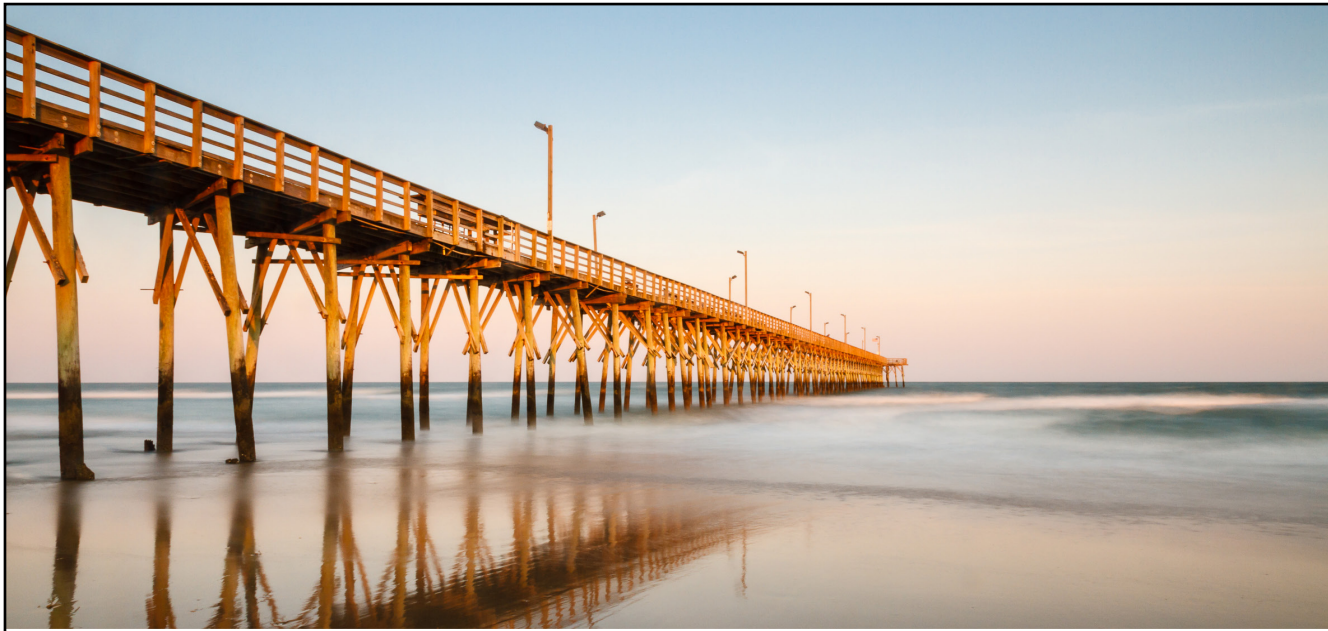
Offeror Name: Ardurra Group North Carolina

Hourly Rate: \$145 /hour

SOW Item	Description of Task/Service	Estimated Quantity (Hours)	Unit Price (Estimated Quantity x Hourly Rate)
1	Damage Survey Reports (DSR)	6	\$870
2	Easement Access/Right-of-Entry	40	\$5,800
3	Title Search/Identification of Land Owners	0	\$0 *
4	Contract Administration, Bid Solicitation, Bid Tabulations, and Contractor Selection Support	90	\$13,050
5	Inspections/Construction Documentation	186	\$26,970
6	Contract Management	100	\$14,500
7	Reports (Daily Reports, 5-Day and Final Report)/Meetings/Updates	170	\$24,650
8	Engineering Support	175	\$25,375
9	Training/Preparedness; Meeting w/ Contractors	34	\$4,930
10	New Technologies Assessment	10	\$1,450
TOTAL		811	\$117,595

NOTE: All rates are to be inclusive of travel, mileage and per diem. No hourly rate or mobilization fee will be charged for travel to and from home office. If travel is directed by the County to a conference or other event outside the jurisdiction, reimbursement for such travel will be considered and will be in accordance with the Federal GSA per diem rates for travel.

* Title search performed by Pender County legal counsel or outside vendor



Tab 8
Other Required Forms

ATTACHMENT A: PROPOSAL FORM

ATTACHMENT A: PROPOSAL FORM – RFP # 201202-116

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): Ardurra Group North Carolina

Mailing Address: 3809 Peachtree Avenue, Suite 102, Wilmington, NC 28403

Payment Address (if different from mailing address): _____

Firm Telephone Number: 910.397.2929

Federal Employer Identification Number (FEIN): 56-0797140

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

Representative Name/Title: Wayne Floyd, Principal In Charge

Representative Telephone Number: 919.369.4685

Representative Email Address: mfloyd@ardurragroup.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): 1806978

- OR -

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

ATTACHMENT A: PROPOSAL FORM

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. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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): _____

Exception No. 1. The cost for real property title searches to facilitate work
under the EWP Contract shall be the responsibility of the Sponsor (Pender
County). The County may elect to use the County Attorney, an outside vendor,
or other legal service.

ATTACHMENT A: PROPOSAL FORM

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: Price Proposal
- ☒ Attachment D: Offeror's Certification Form
- ☒ Attachment E: Certification Regarding Lobbying
- ☒ Attachment F: Pender County Vendor Form and Completed W-9 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.

ATTACHMENT A: PROPOSAL FORM

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: Ardurra Group North Carolina

Print Name: Wayne Floyd

Title: Principal in Charge

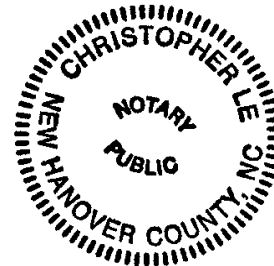
Signature: Mende W. [Signature]

Date: December 14, 2020

Subscribed and sworn to before me this 14th day of December, ~~2018~~ ²⁰²⁰

Notary Public: [Signature]

My Commission expires My Commission Expires January 29, 2024



ATTACHMENT D: OFFEROR'S CERTIFICATION FORM

ATTACHMENT D: OFFEROR'S CERTIFICATION FORM

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: Proposal Form.

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 as its act and deed 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: Ardurra Group North Carolina

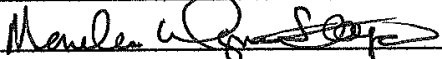
Federal Employer Identification Number (FEIN): 56-0797140

Mailing Address: 3809 Peachtree Avenue, Suite 102

City, State, Zip Code: Wilmington, NC 28403

Phone: 919.369.4685 Email: mfloyd@ardurrargroup.com

Name and Title: Wayne Floyd, Principal in Charge

Authorized Signature: 

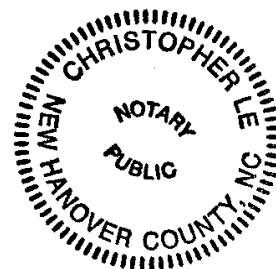
Date: December 14, 2020

Subscribed and sworn to before me this 14th day of December, ²⁰²⁰~~2018~~.

Notary Public: 

My Commission expires: My Commission Expires January 29, 2024

Pender County, North Carolina
RFP for EWP Management/Consulting Services
Page 29 of 45



ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

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

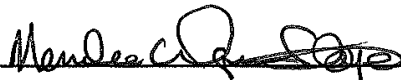
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Consultant] 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 Consultant, Ardurra Group North Carolina, 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 Consultant's Authorized Official: 

Name and Title of Consultant's Authorized Official: Wayne Floyd, Principal In Charge

Date: December 14, 2020

ATTACHMENT F: W9

ATTACHMENT F: W9

A completed W-9 Form is required for submittals. Please find this form attached on the following pages.

**Request for Taxpayer
Identification Number and Certification**

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

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

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. Henry Von Oesen & Associates		
2 Business name/disregarded entity name, if different from above Ardurra Group North Carolina		
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. 3809 Peachtree Avenue, Suite 102		Requester's name and address (optional)
6 City, state, and ZIP code Wilmington, NC 28403		
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										
5	6		0	7	9	7	1	4	0	

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ► 	Date ► 1/9/2020
------------------	--	-----------------

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.

ATTACHMENT G: SAMPLE CONTRACT FOR THE PROVISION OF SERVICES

Form W-9 (Rev. 11-2017)

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*, 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.

ATTACHMENT G: SAMPLE CONTRACT FOR THE PROVISION OF SERVICES

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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

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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.

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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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	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

For this type of account:	Give name and EIN of:
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.

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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.

ATTACHMENT G: SAMPLE CONTRACT FOR THE PROVISION OF SERVICES

ATTACHMENT G: SAMPLE CONTRACT FOR THE PROVISION OF SERVICES

Attachment G is provided for the review and reference of offerors only and does not need to be submitted with proposal offers. The selected Contractor will be expected to enter into an agreement based upon this sample contract. Any exceptions or deviations to the language contained in the sample contract or this RFP that the offeror wishes to propose for consideration must be noted on Attachment A: Proposal Form and submitted with the offeror's proposal.

**Pender County Government
805 S. Walker Street
Burgaw, North Carolina 28425**

Ardurra does not take any exceptions from the terms and/or specifications of this Pender County Contract PO # XXXX
December 3, 2020

This contract is entered into by and between Pender County Government, Burgaw, North Carolina 28560, hereinafter called the County and _____ hereinafter referred to as Consultant, to provide _____ to Pender County.

1. **Contract Specifications:** These attachments will be incorporated into the basic contract. The parties hereto agree that contractor shall provide items and assume obligations set forth herein and in Attachments "A" through "C". In the event of any inconsistency between terms, conditions or provisions appearing in Attachment "A" through "C", and terms and conditions of the basic contract, the provisions of the basic contract shall apply. In addition to the terms set forth herein, this contract consists of:
 - Attachment (A) Pender County General Provisions
 - Attachment (B) Pender County Purchase Order (if applicable)
 - Attachment (C) Contractor Agreement (if applicable)
 - Attachment (D) RFP and Bid Response
2. **Contractor Requirements:** Contractor will provide _____
3. **Contract Period:** Contract will become effective on date signed by both parties for and conclude when services are complete on or before _____.
4. **Payment:** As consideration for Pender County's receipt and delivery of services described in item "2" above, Pender County agrees to pay the contractor a payment of \$ _____. The date of issue of the Pender County check is the date of payment.
5. **Place of Services:** All services that are the subject of this contract shall be delivered to the following address(es): _____.
6. **Obligations:** Any claims or liabilities created by this contract are the exclusive responsibility of Pender County. This contract shall not be construed to obligate any other Pender County fund or monies.
7. **Taxes:** This contract is subject to any applicable taxes. Pender County is not exempt from NC sales tax.
8. **Inspection:** Inspection will be made after delivery at the destination specified. Any discrepancies with the services not in conformity with the specification of this contract will be addressed in accordance with the manufacturer's warranties.
9. **Modifications/Changes:** This contract may be modified by written agreement of both parties. The contractor will not represent in any manner, expressly or by implication, that services purchased under this contract are approved or endorsed by any element of the local government. Any advertisement by the Contractor, which refers to Pender County activity, will contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the particular activity.
10. **Entire Agreement:** This contract represents the final and entire agreement of the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. No additional agreements, term, or conditions may be implied. In the event of conflict between the North Carolina General Statutes, the provisions of the basic contract and the provisions of any attachment hereto, the N.C. General Statutes, followed by the provisions of the basic contract govern.

11. Choice of Law: Exclusive Venue. Notwithstanding the principles of conflicts of law, the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance, and enforcement of this Agreement. Exclusive venue for any action, whether at law or in equity, shall be Pender County.

Executed By:

For Pender County:

Signature: _____

Printed Name: _____

Title: _____ Planning Director

Company: _____ Pender County Govt

Address: _____

City: _____ Burgaw

State: _____ North Carolina

Zip Code _____ 28425

Phone Number: _____

Date: _____

For Contractor:

Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Date: _____

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

Finance Officer

General Provisions
Attachment (A)

I-1.	Definitions	I-16.	Warranty
I-2.	E-Verify	I-17.	Item Substitution and Variation
I-3.	Gratuities and Contingent Fees	I-18.	Inspection and Acceptance
I-4.	Officials not to Benefit	I-19.	Availability of Funds
I-5.	Oral Representations	I-20.	Invoicing and Payment
I-6.	Non-Appropriation	I-21.	Withholding
I-7.	Representations	I-22.	Contractor Liability
I-8.	Advertisements	I-23.	Termination
I-9.	Subcontracting	I-24.	Requests for Monetary or other Relief
I-10.	Assignment	I-25.	Notification of Debarment or Suspension Status
I-11.	Iran Divestment Act	I-26.	Equal Employment Opportunity
I-12.	Permits and Licenses	I-27.	Drug-Free Work Place
I-13.	Non-Waiver or Defaults	I-28.	Accident Prevention, Fire Protection, and Sanitation
I-14.	Indemnity	I-29.	Standards
I-15.	Insurance	I-30.	Force Majeure
		I-31.	Federal Funds

- I-1. **Definitions:** As used throughout this contract, the following terms shall have the meaning set out below:
- A. "Pender County" refers to the Pender County Government activities and organizations.
 - B. "Contract" Identifies this contract or any modification thereto.
 - C. "Finance Director" means a person authorized in writing to execute and administer the contract on behalf of Pender County or said Finance Director's successor or successors. (Note: Other Pender County and Government Officials, who by virtue or their positions are concerned with the administration and operation of this contract, may take certain administrative actions in behalf of the Finance Director. These Officials may conduct inspections, process and collect contract payments, make administrative decisions and perform other duties of an administrative nature. They may not waive or change contract terms; impose additional contract requirements; issue cure, showing cause, or termination notices; or render final decisions according to Contract terms. (Refer all questions concerning the authority of other Pender County or Government Officials to the Finance Director.)
 - D. "Contractor or vendor" means the individual, partnership, corporation, or other entity which is a party to this contract and who is responsible for all actions, performance and work there under, to include that of any subcontractor or vendor.
- I-2. **E-Verify:** As a condition of payment for services rendered under this agreement, Vendor or Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Vendor or Contractor provides the services to the County utilizing a subcontractor, Vendor or Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Vendor or Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.
- I-3. **Gratuities and Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial selling agencies retained by contractor or vendor for the purpose of securing business. Contractor warrants that no gratuities (Entertainment, gifts, etc.) were or will be offered or given by the Contractor or any person representing the Contractor to any Pender County Commissioner, employee, or spouse of an employee/Commissioner. For breach of either of the warranties, Pender County may terminate this and all other Pender County Contracts for default and deduct from amounts due under this or other contracts, or bill contractor or vendor for the total value of any contingent fee or gratuity.
- I-4. **Officials Not to Benefit:** No person or Commissioner involved in the purchasing process and/or contracting of this agreement, shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- I-5. **Oral Representations:** This written Contract includes the entire agreement between the parties. Pender County will not be bound by any oral or written representation not included in the written contract or a change or amendments thereto. Pender County will not be bound by any terms on contractor or vendor forms or letter unless such terms are specifically agreed to and incorporated in the contract and signed by the Finance Director.
- I-6. **Non-Appropriation:** All funds for payment by County under this Contract are subject to the availability of any annual appropriation for this purpose by the Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of

the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted upon three (3) days prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

- I-7. **Representations:** The Contractor will not represent itself to be an agent or representative of Pender County or any other agency or instrumentality of the US Government.
- I-8. **Advertisements:** The Contractor will not represent in any manner, expressly or by implication, those items or services purchased or sold under this contract are approved or endorsed by any element of Pender County Government. Any advertisement, including cents off coupons, by the Contractor which refers to Pender County activity will contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the particular activity.
- I-9. **Subcontracting:** Contractor shall not subcontract any part of the work to be performed without the prior written consent of the Finance Director. Any subcontractor or vendor used in connection with this contract is the agent of the Finance Director.
- I-10. **Assignment:** Contractor may not assign its rights or delegate its obligations under this contract without the prior written consent of the Finance Director.
- I-11. **Iran Divestment Act:** Seller certifies that: (i) Seller is not listed on the Iran Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.
- I-12. **Permits and Licenses:** Contractor will, at his own expense, obtain all necessary permits, give all notices, pay all license fees and comply with all laws, rules, ordinances, and regulations relating to the preservation of the public health or applicable to the services or business carried on under this contract. The burden of determining applicability of licensing requirements, laws, ordinances, and regulations for Contractor and his employees rests with the Contractor.
- I-13. **Non-Waiver or Defaults:** Any failure by Pender County at any time to enforce or require strict performance of any terms or conditions of this contract will not constitute waiver thereof and will not affect or impair such terms and conditions in any way or Pender County's right at any time to avail itself of such remedies as it may have for breach or breaches of such terms and conditions.
- I-14. **Indemnity:**
A. Contractor shall indemnify, hold harmless and defend Pender County, their agents, representatives, employees and customers from any and all suits, judgments and claims, including those established by or pursuant to court decisions, to international agreements, or duly promulgated regulations of the United States Government, and all charges and expenses incident thereto which arise out of or in connection with:
1. The alleged or established violation or infringement of any patent, copyright or trademark rights asserted by any third party with regard to items or services provided by Contractor;
2. Loss, death, damage or injury alleged or established to have arisen out of or in connection with products, services, or equipment provided by Contractor, unless such loss, death, damage, or injury was caused by Pender County, its representatives, or employees.
3. Any loss, death, damage, or injury alleged or established to have arisen out of or in connection with any other acts or omissions of the Contractor, the Contractor's subcontractor or vendors, representatives, agents, or employees.
B. Pender County will give Contractor notice and an opportunity to defend.
- I-15. **Insurance:** During the term of the Contract, the Contractor or vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor or vendor shall provide and maintain the following coverage and limits.
A. **Worker's Compensation** – The Contractor or vendor shall provide and maintain worker's compensation insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000, covering all of Contractor or vendor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor or vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
B. **Commercial General Liability** – General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 combined single limit (Defense cost shall be in excess of the limit of liability).

- C. **Automobile** – Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.
- I-16. **Warranty:** Contractor warrants that:
- A. The items furnished shall be merchantable, and fit and sufficient for the use intended and are not “seconds” as the term is normally understood in the trade. This warranty shall survive acceptance by Pender County of the items and is in addition to other warranties of additional scope given by the Contractor to Pender County.
 - B. The items or services furnished under this contract are covered by the most favorable warranties the Contractor gives to any customer for such items or services and that the rights and remedies provided in the Contractor’s warranties are in addition to and do not limit any rights afforded to Pender County by any other clause of this contract.
 - C. Where applicable, the items furnished under this contract have been manufactured in accordance with Underwriter’s Laboratories, Inc. (UL) standard, or if manufactured overseas, the overseas equivalent of UL and the applicable item and/or component items carry the appropriate UL or overseas equivalent seal of approval.
 - D. Items, packing, and packaging provided will comply with all contract terms and with all laws, rules, and regulations applicable to delivery for domestic resale. Contractor shall comply with the Magnuson-Moss Warranty Act on all sales to Pender County.
- I-17. **Item Substitution and Variation in Quantity:** No substitution or variation in the quantity of any item called for by this contract will be accepted unless authorized by the Finance Director.
- I-18. **Inspection and Acceptance:** the government per the following shall make inspection and acceptance:
- A. The Contractor shall maintain an in process and end-item quantity control program to ensure shipments to Pender County activities do not include defective/non-conforming items.
 - B. Inspection and acceptance shall not be conclusive with respect to latent defects or fraud, or with respect to Pender County rights under the warranty provisions contained herein.
 - C. In case any supplies or services are defective in material or workmanship, or are otherwise not in conformity with the requirements of this contract, the Pender County shall have the right to reject such supplies or services, or to require replacement or correction. Rejected supplies shall be removed by and at the expense of the Contractor promptly after notice. When such rejection, correction or replacement requires transportation of the supplies or part thereof, all shipping and administrative costs to and from the Contractor’s plant shall also be borne by the Contractor.
 - D. In case of refund, the Contractor shall be liable to the Pender County for the additional costs of re-procurement (if any). In no event will the liability of Contractor for cost and losses, and for re-procurement exceed an amount equal to the original purchase price of the defective item.
 - E. The provisions of this clause do not affect the rights or obligations of either party, as they may be provided for in other portions of this contract or otherwise under applicable law.
- I-19. **Availability of Funds:** Any and all payments to the Contractor or vendor are dependent upon and subject to the availability of funds to the County for the purposes set forth in this agreement.
- I-20. **Invoice and Payment:**
- A. Invoicing Instructions. In order to be considered proper invoices, invoices must be submitted as follows:
 - 1. Contractor must prepare a separate numbered invoice for each order or part of an order. Do not consolidate multiple purchase orders on one invoice. Additionally, when partial shipments are authorized, use a separate invoice. Do not duplicate an invoice number used for prior billings:
 - 2. Invoices must be issued by the company whose name is on the contract/order (unless otherwise authorized by Finance Director) and must contain the following minimum information to enable timely payment:
 - (a) Name of Contractor.
 - (b) Invoice Date. This cannot be a date earlier than the ship date required by the contract or purchase/deliver order. In the event that the invoice date is a date earlier than the required ship date, Pender County retains the right either to return the improper invoice to the Contractor for correction or to change the invoice date to be the required ship date. In the event that an improper invoice is returned to a Contractor because the date on the invoice is earlier than the required ship date or because the invoice is improper for any other reason, the invoice date, will be considered to be the date of receipt of the corrected, proper invoice.
 - (c) Contract/Order Number.
 - (d) Item Description and Quantity Shipped/Delivered.
 - (e) Contract/Order Line Item Cost and Total
 - (f) Any applicable sales tax
 - (g) Shipping and Discount Terms, and special allowance(s) if included in the contract. Special allowances must be shown on the invoice using percentage figures only. Do not deduct any of these from the item cost or from the invoice total.

- (h) "Ship To" address as shown on order or contract.
 - (i) Freight charges (on FOB origin shipments).
 - (j) Name, title and phone number of Contractor's contact person.
 - (k) Complete "Remit To" mailing address on the invoice to indicate where Contractor's payment is to be sent. This address must be the same address as on the contract unless otherwise communicated from the Accounts Payable office
- 3. Correcting invoices and credit memos must be marked as such and must cross-reference the corrected invoice.
- B. Payment.
 - 1. A proper invoice is an invoice which contains all of the information/documentation, specified in paragraph A. (2) above, and is sent to the address specified in the contract or purchase/delivery order for the designated Pender County paying office. Improper invoices may be returned without payment to the Contractor.
 - 2. The next payment date for Pender County Contracts is established at 30 days after receipt of a proper invoice.
 - 3. Payment is made:
 - (a) The date a check for payment is dated.
 - (b) The date an electronic fund transfer is submitted to the financial institution, regardless of the date the financial institution posts the transfer.
 - (c) The date a withholding authorized by the contract is initiated by Pender County.
 - 4. Any questions or inquiries concerning invoice payments should be directed to the Pender County Finance Account Payable department designated on the contract or purchase/delivery order.
- I-21. **Withholding:** Pender County may withhold payment for amounts due or creditable to Pender County under this contract, E.G., returns, damage.
- I-22. **Contractor Liability:**
 - A. Except as set out specifically elsewhere in the contract, Contractor shall be liable for cost to Pender County associated with termination for default, rejection of items, and breach of warranty, in addition to reimbursement of payment of the purchase price and re-procurement costs.
 - B. Contractor will not be liable for damages if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God or the public enemy, Acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
- I-23. **Termination:**
 - A. Mutual Termination. This contract may be terminated at any time upon the mutual agreement of both parties.
 - B. Termination for Convenience. Pender County by written notice may terminate this contract in whole or in part when it is in the best interest of the Pender County. To the extent that this contract is for services and is so terminated, Pender County shall be liable for payment as set forth in the payment provisions of the contract for services rendered prior to the effective date of termination
 - C. Termination for Default. Pender County by written notice may terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess costs of re-procuring similar supplies and services provided that if
 - 1. the Contractor was not in default; or
 - 2. the Contractor's failure to perform is without his/her or his/her Subcontractor or vendor's control or negligence; then the termination shall be deemed a "Termination for Convenience."
 - D. The rights and remedies of Pender County provided in this clause are in addition to any other rights and remedies provided by law or under other clauses of this contract.
- I-24. **Request for Monetary or Other Relief:** No request for monetary or other relief by Contractor shall be considered unless submitted in writing to the Finance Director within 90 days after termination or termination of performance under the contract, whichever comes first. This clause shall not extend any period for filing, which is further limited by another clause of the contract.
- I-25. **Notification of Debarment or Suspension Status:** The Contractor or Vendor shall provide immediate notice to the Finance Director in the event of being suspended, debarred or declared ineligible by any state of NC or federal department or agency, or upon receipt of a notice of proposed debarment from another agency, during the performance of this contract.
- I-26. **Equal Employment Opportunity:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
- I-27. **Drug-Free Work Place:** The contractor or vendor agrees to make a good faith effort to establish and maintain a drug-free work place in connection with the performance of this contract. Consistent with the size and organization of its work force, contractor

or vendor may wish to consider taking the following or other appropriate actions in establishing a drug-free work place: Publicizing a drug-free work place policy; initiating an employee drug awareness program or encouraging participation in existing community programs; informing employees of the general availability of drug counseling programs; etc.

I-28. **Accident Prevention, Fire Protection, and Sanitation:** If this contract is performed in whole or in part on premises owned or under the control of the Pender County Government, the contractor or vendor shall conform to all safety regulations and requirements concerning such premises in effect any time during contract performance to prevent accidents. Any violations of safety regulations, unless immediately corrected as directed by the Finance Director, shall be grounds for termination of the contract under the "Termination for Default" Clause.

I-29. **Standards:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels;

The Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

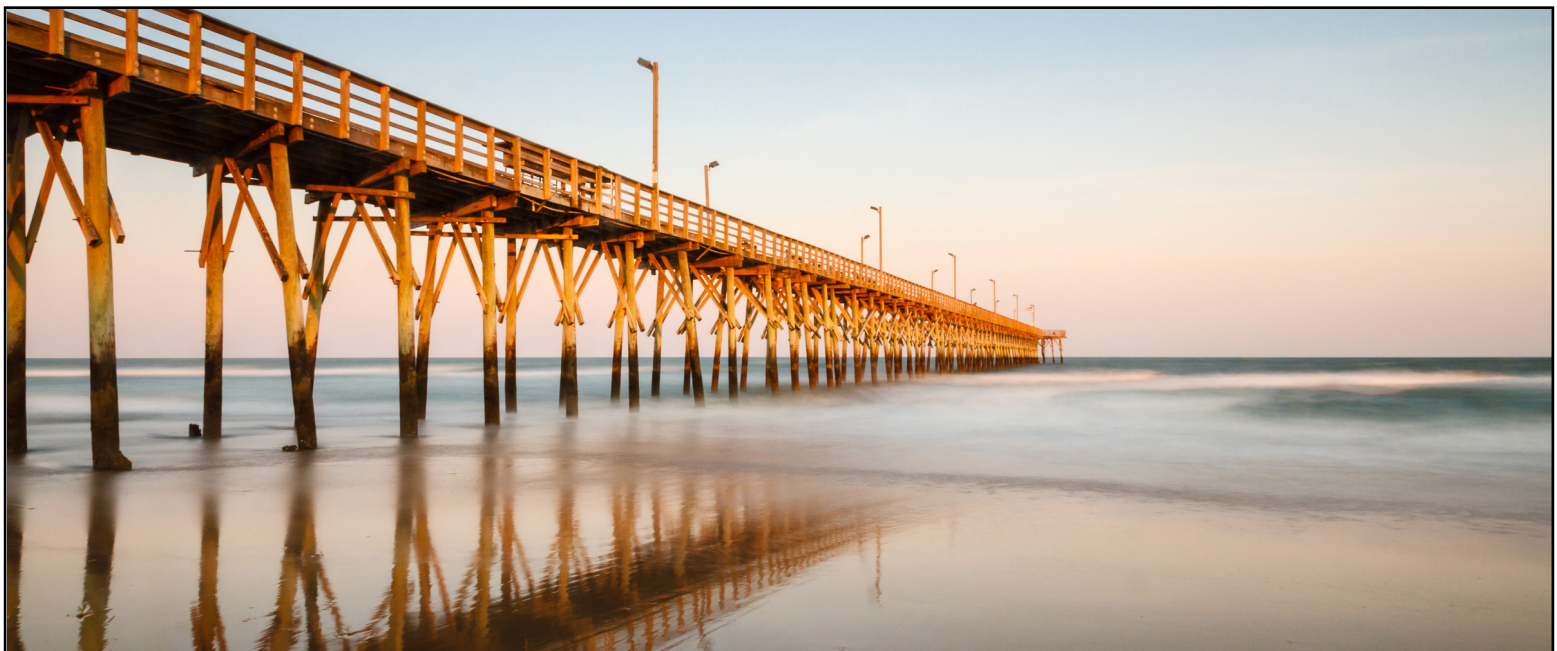
All Codes, standards, and specifications such as the National Electrical Code, North Carolina State Building Code, ASTM specifications, etc. referred to in the project specification shall be the issue in effect on the date of the invitation for bid, request for quote, and/or award.

I-30. **Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

I-31. **Federal Funds:** The following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as may be applicable):

- A. Equal Employment Opportunity (41 C.F.R. Part 60);
- B. Davis-Bacon Act (40 U.S.C. 3141-3148);
- C. Copeland "Anti-Kickback" Act (40 U.S.C. 3145);
- D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708);
- E. Clean Air Act (42 U.S.C. 7401-76711q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387);
- F. Debarment and Suspension (Executive Orders 12549 and 12689);
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
- H. Procurement of Recovered Materials (2 C.F.R. § 200.322); and
- I. Record Retention Requirements (2 C.F.R. § 200.324)

Further, to the extent any of the provisions of this Section I-31 conflicts with any other provisions of the Contract, the provisions of this Section I-31 shall control and take precedence.




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3809 Peachtree Avenue
Wilmington NC 28403

<u>Emergency Watershed Protection - Round 2</u>		
RFP # 201202-116		
	Ardurra	LDSI
Demonstrated understanding of the project scope and approach to providing the requested services, and understanding of the USDA/NRCS EWP Program	30	25
Unique capability of firm to provide requested services	29	26
Demonstrated experience successfully providing similar services in the past to the USDA-NRCS EWP Program and staff	30	30
Experience working with Planning and Community Development Departments, Emergency Management Departments, FEMA, USDA-NRCS staff, County, and municipal governments	29	27
Specialized experience, qualifications, and demonstrated knowledge of the offeror's key personnel	29	21
Availability and accessibility to respond on short notice to project sites in Pender County, and for face-to-face meetings on an as-needed basis	24	20
Ability to respond quickly for emergency floodplain, watershed management, or civil construction issues	24	20
Price and timeframe for completion of services and tasks	30	14
Completeness of the proposal and inclusion of all requested information	30	21
Interviews (if applicable)		
Total:	255	204

Maximum Possible Score: 270



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Melissa Long

DATE: January 4, 2021

SUBJECT: Approval of Appointment of a Voting Delegate for the 2021 NCACC Legislative Goals Conference.

SUMMARY:

Boards of County Commissioners may designate a voting delegate as well as an alternate to the 2021 NCACC Legislative Goals Conference. The 2021 NCACC Legislative Goals Conference and Business Session will be held by virtual platform Thursday and Friday, January 14-15, 2021. The agenda for this conference was emailed by the association on December 17, 2020. Each county will be entitled to vote on legislative goal proposal submissions brought before the membership.

ACTION REQUESTED:

To appoint a commissioner as a voting delegate for the 2021 NCACC Legislative Goals Conference.



Designation of Voting Delegate to NCACC Legislative Goals Conference

January 14-15, 2021 (Thursday – Friday) | *VIA VIRTUAL FORMAT

Each Board of County Commissioners is hereby requested to designate a commissioner or other official as a voting delegate for the 2021 Legislative Goals Conference *(held via Virtual format). Each voting delegate should complete the following statement and **return it to the Association no later than Monday, January 11, 2021.**

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the North Carolina Association of County Commissioners 2021 Legislative Goals Conference.

Voting Delegate Name: _____

Title: _____

In the event the designated voting delegate is unable to attend, _____ has been selected as _____ County's alternate voting delegate.

Alternate Voting Delegate Name: _____

Title: _____

Article VI, Section of the Association's Constitution provides:

"On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its County Commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the Board of County Commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues."

Please return this form to Alisa Cobb via email by Monday, January 11, 2021 close of business:

Email: alisa.cobb@ncacc.org



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Melissa Long
DATE: January 4, 2021
SUBJECT: Approval of an Appointment to the Pender County Parks and Recreation Board.

SUMMARY:

The County Clerk advertises vacancies on boards, commissions, committees, task forces, etc. The County Clerk serves only clearinghouse functions with respect to the appointment process; no influence is exerted in this role.

There is one vacancy on the Parks and Recreation Board. This vacancy is for District 1. Staff has received the following 3 applications:

- Allen Hubbard
- Shane Mellin
- Jeffrey Snider

Each applicant lives in District 1 and their application is attached. Staff recommends appointment of Shane Mellin as he has the most Parks and Rec Board experience of the three applicants. This appointment will be for three years with term to expire June 30, 2023.

The position has been properly advertised.

ACTION REQUESTED:

Staff is requesting the Board consider approving an appointment to the Parks and Recreation Board.

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



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

APPLICANT INFORMATION									
Last Name Hubbard			First Stephen			M.I. A		Date 11/23/2020	
Physical Address 104 Heather Court						Apartment/Unit #			
City Hampstead			State NC			ZIP 28443			
Mailing Address (if different from above)									
City			State			ZIP			
Home Phone 9105085799			Work Phone 9105085799			E-mail Address 1 allen.hubbard@yahoo.com			
Fax Number						E-mail Address 2 allen.hubbard@charter.com			
Board Interest(s) Parks and Recreation									
How long have you been a resident of Pender County?									
EDUCATION									
High School Hoke County High School			Location Raeford, NC						
From	1992	To	1996	Did you graduate?	YES ☒	NO ☐			
College UNC Pembroke			Location Pembroke, NC						
From	1996	To	1998	Did you graduate?	YES ☐	NO ☒	Degree		
Other			Location						
From		To		Did you graduate?	YES ☐	NO ☐	Degree		
EMPLOYMENT HISTORY									
Current Employment		Spectrum				Job Title Strategic Account Specialist-Healthcare			
Responsibilities		Enterprise level products for Healthcare Organizations							
Previous Employment		AT&T				Job Title National Account Manager			
Previous Employment		Ecolab				Job Title Route Sales Manager			
Previous Employment						Job Title			
COMMUNITY INVOLVEMENT									
Please list current and past membership in civic or other organizations and offices held: Vice President/Topsail Elementary PTA									

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES ☐	NO ☐	If yes, explain (including length of service).	
State reasons why you feel qualified for this appointment(s): I have a lot of experience working with Surf City Parks and Recreation and have built good relationships with the staff and patrons in the region.			
MILITARY SERVICE			
Branch N/A		From	To
Rank at Discharge		Type of Discharge (optional)	
CONFLICTS OF INTEREST			
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?			
YES ☐	NO ☒	If yes, explain.	
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?			
YES ☐	NO ☒	If yes, list family member name(s) and position/board or committee(s).	
Please add any additional information you would like to share supporting your interest and qualifications for this appointment.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature Stephen Allen Hubbard		Date 11/23/2020	

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



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

APPLICANT INFORMATION									
Last Name Mellin			First Shane			M.I. L		Date 01-Dec-2020	
Physical Address 146 Warbler Way						Apartment/Unit #			
City Hampstead			State NC			ZIP 28443			
Mailing Address (if different from above)									
City			State			ZIP			
Home Phone 919-614-9168			Work Phone			E-mail Address 1 shane.mellin@syneoshealth.com			
Fax Number						E-mail Address 2			
Board Interest(s) Board of Adjustment (However I will serve where needed)									
How long have you been a resident of Pender County? 3 months									
EDUCATION									
High School			Linganore High			Location Frederick, MD			
From	2001	To	2004	Did you graduate?	YES ☒	NO ☐			
College			Western Carolina			Location Cullowhee			
From	2012	To	2014	Did you graduate?	YES ☒	NO ☐	Degree B.S. in EMS minor in Healthcare Management		
Other			NC State			Location Raleigh			
From	2016	To	2018	Did you graduate?	YES ☒	NO ☐	Degree MBA concentrated in Finance		
EMPLOYMENT HISTORY									
Current Employment		Syneos Health				Job Title Proposal Manager			
Responsibilities		Respond to RFPs from pharmaceutical companies. Budget management.							
Previous Employment		PPD				Job Title Finance Analyst			
Previous Employment		Eastern Wake EMS				Job Title Paramedic			
Previous Employment						Job Title			
COMMUNITY INVOLVEMENT									
Please list current and past membership in civic or other organizations and offices held:									
- City of Raleigh Parks, Recreation and Greenway Advisory Board Member - New Hanover County Parks Conservancy Board Member - Volunteer Firefighter/Paramedic Mount Airy Vol. Fire Co.									

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES ☐	NO ☒	If yes, explain (including length of service).	
State reasons why you feel qualified for this appointment(s): I was raised in a family devoted to public service. I volunteered as a firefighter/paramedic in my hometown from a young age and continue giving back where I can in my adult life. I have an MBA from NC State concentrated in finance. I have served on two community advisory boards and look to bring my knowledge to serve the citizens of Pender County as I continue to learn about the community.			
MILITARY SERVICE			
Branch		From	To
Rank at Discharge		Type of Discharge (optional)	
CONFLICTS OF INTEREST			
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?			
YES ☐	NO ☒	If yes, explain.	
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?			
YES ☐	NO ☒	If yes, list family member name(s) and position/board or committee(s).	
Please add any additional information you would like to share supporting your interest and qualifications for this appointment. I am interested in the Board of Adjustment opening however I know you are in need of applicants across many boards. I am open to serving the board that best fits the needs of Pender County.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature Shane Mellin		Date 01-Dec-2020	

Submit Form by Email

SHANE LEE MELLIN

146 Warbler Way, Hampstead, NC 28443
Shane.mellin@yahoo.com

<https://www.linkedin.com/in/shanemellin/>
(919) 614-9168

Team-oriented professional with a strong background in customer service driven by positive results

CORE COMPETENCIES

- Customer Service
- Leading Collaborative Teams
- Process Management
- Project Management
- Time Management
- Strategic Thinking
- Meeting Facilitator
- Data Analysis
- Conflict Resolution

EDUCATION AND CREDENTIALS

North Carolina State University, Jenkins Graduate School of Management, Raleigh, NC December 2018
Master of Business Administration (MBA), Concentration in Financial Management

Western Carolina University, Cullowhee, NC August 2014
Bachelor of Science, Emergency Medical Care, Emphasis in Healthcare Management

PROFESSIONAL EXPERIENCE

Syneos Health, Raleigh, NC Oct 2019 – Present
Proposal Manager
Oversee the initiation, development, and delivery of responses to RFP's.

Key Achievements:

- Responsible for over \$51M of new business through the 2020 calendar year.

PPD, Wilmington, NC Feb 2019 – Oct 2019
Financial Analyst
Financial Analyst managing a portfolio of clinical trials worth over \$100 million for a strategic partner.

Syneos Health, Raleigh, NC 2016 – 2019
Senior Process Specialist (2018 - 2019)
Process Specialist (2016 - 2018)
Guided cross functional global teams across 5 BU's through project management process. Reviewed project deliverables to ensure compliance according to SOPs, GCP, and ICH guidelines leading to increased customer satisfaction.

Key Achievements:

- Served as the Project Manager on 5 internal projects completing all on time and within budget.
- Worked with 3rd party vendor throughout implementation of a new internal database and continued negotiations.
- Developed a project start up and close out process for a strategic customer leading to improved customer success.
- Led a global team of 15 on a BU initiative. Streamlined process resulting in a drop of backlog of 90% in 2 months.
- Managed an internal database, including QC, for 3,000 clinical studies with over 50 user accesses.

Emergency Medical Services, Maryland, DC, North Carolina 2006 – 2016
Paramedic
Supervised public safety organizations on chaotic emergency scenes and administered clinical care to patients.

Key Achievements:

- Developed a Field Training program for new employees reducing required training period by 6 months.

ADDITIONAL INFORMATION

Parks Conservancy of New Hanover County, Inc. 2019
• Served on the Board of Directors for a 501(c)(3)
City of Raleigh Parks, Recreation and Greenway Advisory Board Member 2014 – 2018
• Advised City Council monthly on recommendations after taking public comment.
Mount Airy Volunteer Fire Company – Firefighter/Paramedic 2003 – 2011

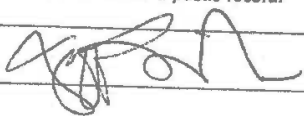
PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



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

APPLICANT INFORMATION			
Last Name	SNIDER	First	JEFFREY
Physical Address	319 PELICAN WALK	M.I.	L
City	HAMPSTEAD	Date	12-6-20
Mailing Address (if different from above)		Apartment/Unit #	
State	NC	ZIP	28443
Home Phone	761 540-7634	Work Phone	
Fax Number		E-mail Address 1	SNIDERJ5@YAHOO.COM
Board Interest(s)	ADJUSTMENT PARKS & REC	E-mail Address 2	
How long have you been a resident of Pender County? 6 YRS			
EDUCATION			
High School	MARION HIGH SCHOOL	Location	MARION, VA
From	66 To 70	Did you graduate?	YES ☒ NO ☐
College	UNIV OF RICHMOND	Location	RICHMOND, VA
From	70 To 74	Did you graduate?	YES ☒ NO ☐ Degree BS
Other	UNIV OF ABERDEEN	Location	Aberdeen Scotland
From	69 To 70	Did you graduate?	YES ☐ NO ☒ Degree SUMMER SCHOOL
EMPLOYMENT HISTORY			
Current Employment	RET'D	Job Title	
Responsibilities			
Previous Employment	DIAL CORP	Job Title	SR. Acct Business Mgr
Previous Employment	VA DEPT OF TAXATION	Job Title	INVESTIGATOR
Previous Employment		Job Title	
COMMUNITY INVOLVEMENT			
Please list current and past membership in civic or other organizations and offices held:			
VOLUNTEER:			
SHARE THE TABLE SURF CITY 2 YRS			
WILSON CENTER AFCL 3 YRS			

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES	☐	NO	☒
If yes, explain (including length of service).			
State reasons why you feel qualified for this appointment(s): HAVE BECOME INTERESTED IN HOW PENDER COUNTY IS HANDLING AND HOW THEY ANTICIPATE HANDLING THE CURRENT AND FUTURE GROWTH			
MILITARY SERVICE			
Branch		From	To
Rank at Discharge		Type of Discharge (optional)	
CONFLICTS OF INTEREST			
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?			
YES	☐	NO	☒
If yes, explain.			
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?			
YES	☐	NO	☒
If yes, list family member name(s) and position/board or committee(s).			
Please add any additional information you would like to share supporting your interest and qualifications for this appointment.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature		Date	
		12/6/20	

Submit Form by Email



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Melissa Long
DATE: January 4, 2021
SUBJECT: Approval of Appointments to the Pender County Board of Adjustment.

SUMMARY:

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

There are currently four (4) vacancies on this Board. Those vacancies include: District 1, District 2, District 4, and an alternate.

The following people have applied to serve on the Board of Adjustment:

- Shane Mellin, District 1
- Kyle Breuer, District 2
- Renzo Bugnatto, District 2
- Max Kipfer, District 1
- Jeffrey Snider, District 1

Staff is recommending the following appointments:

District 1: Max Kipfer with term to expire January 4, 2023

District 2: Kyle Breuer with term to expire January 4, 2024

Alternate: Jeffrey Snider with term to expire January 4, 2023

Andrew Olsen has also served one term on the Board of Adjustment as an alternate and is seeking reappointment. Mr. Olsen lives in District 2. If approved, this term will be for three years and expire January 4, 2024.

These positions have been properly advertised.

ACTION REQUESTED:

Staff is requesting the Board to consider an appointments to the Pender County Board of Adjustment.

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



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

APPLICANT INFORMATION									
Last Name Mellin			First Shane			M.I. L		Date 01-Dec-2020	
Physical Address 146 Warbler Way						Apartment/Unit #			
City Hampstead			State NC			ZIP 28443			
Mailing Address (if different from above)									
City			State			ZIP			
Home Phone 919-614-9168			Work Phone			E-mail Address 1 shane.mellin@syneoshealth.com			
Fax Number						E-mail Address 2			
Board Interest(s) Board of Adjustment (However I will serve where needed)									
How long have you been a resident of Pender County? 3 months									
EDUCATION									
High School			Linganore High			Location Frederick, MD			
From	2001	To	2004	Did you graduate?	YES ☒	NO ☐			
College			Western Carolina			Location Cullowhee			
From	2012	To	2014	Did you graduate?	YES ☒	NO ☐	Degree B.S. in EMS minor in Healthcare Management		
Other			NC State			Location Raleigh			
From	2016	To	2018	Did you graduate?	YES ☒	NO ☐	Degree MBA concentrated in Finance		
EMPLOYMENT HISTORY									
Current Employment		Syneos Health				Job Title Proposal Manager			
Responsibilities		Respond to RFPs from pharmaceutical companies. Budget management.							
Previous Employment		PPD				Job Title Finance Analyst			
Previous Employment		Eastern Wake EMS				Job Title Paramedic			
Previous Employment						Job Title			
COMMUNITY INVOLVEMENT									
Please list current and past membership in civic or other organizations and offices held:									
- City of Raleigh Parks, Recreation and Greenway Advisory Board Member - New Hanover County Parks Conservancy Board Member - Volunteer Firefighter/Paramedic Mount Airy Vol. Fire Co.									

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?				
YES ☐	NO ☒	If yes, explain (including length of service).		
State reasons why you feel qualified for this appointment(s): I was raised in a family devoted to public service. I volunteered as a firefighter/paramedic in my hometown from a young age and continue giving back where I can in my adult life. I have an MBA from NC State concentrated in finance. I have served on two community advisory boards and look to bring my knowledge to serve the citizens of Pender County as I continue to learn about the community.				
MILITARY SERVICE				
Branch		From	To	
Rank at Discharge		Type of Discharge (optional)		
CONFLICTS OF INTEREST				
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?				
YES ☐	NO ☒	If yes, explain.		
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?				
YES ☐	NO ☒	If yes, list family member name(s) and position/board or committee(s).		
Please add any additional information you would like to share supporting your interest and qualifications for this appointment. I am interested in the Board of Adjustment opening however I know you are in need of applicants across many boards. I am open to serving the board that best fits the needs of Pender County.				
DISCLAIMER AND SIGNATURE				
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.				
Signature Shane Mellin			Date 01-Dec-2020	

Submit Form by Email

SHANE LEE MELLIN

146 Warbler Way, Hampstead, NC 28443
Shane.mellin@yahoo.com

<https://www.linkedin.com/in/shanemellin/>
(919) 614-9168

Team-oriented professional with a strong background in customer service driven by positive results

CORE COMPETENCIES

- Customer Service
- Leading Collaborative Teams
- Process Management
- Project Management
- Time Management
- Strategic Thinking
- Meeting Facilitator
- Data Analysis
- Conflict Resolution

EDUCATION AND CREDENTIALS

North Carolina State University, Jenkins Graduate School of Management, Raleigh, NC December 2018
Master of Business Administration (MBA), Concentration in Financial Management

Western Carolina University, Cullowhee, NC August 2014
Bachelor of Science, Emergency Medical Care, Emphasis in Healthcare Management

PROFESSIONAL EXPERIENCE

Syneos Health, Raleigh, NC Oct 2019 – Present
Proposal Manager
Oversee the initiation, development, and delivery of responses to RFP's.

Key Achievements:

- Responsible for over \$51M of new business through the 2020 calendar year.

PPD, Wilmington, NC Feb 2019 – Oct 2019
Financial Analyst
Financial Analyst managing a portfolio of clinical trials worth over \$100 million for a strategic partner.

Syneos Health, Raleigh, NC 2016 – 2019
Senior Process Specialist (2018 - 2019)
Process Specialist (2016 - 2018)
Guided cross functional global teams across 5 BU's through project management process. Reviewed project deliverables to ensure compliance according to SOPs, GCP, and ICH guidelines leading to increased customer satisfaction.

Key Achievements:

- Served as the Project Manager on 5 internal projects completing all on time and within budget.
- Worked with 3rd party vendor throughout implementation of a new internal database and continued negotiations.
- Developed a project start up and close out process for a strategic customer leading to improved customer success.
- Led a global team of 15 on a BU initiative. Streamlined process resulting in a drop of backlog of 90% in 2 months.
- Managed an internal database, including QC, for 3,000 clinical studies with over 50 user accesses.

Emergency Medical Services, Maryland, DC, North Carolina 2006 – 2016
Paramedic
Supervised public safety organizations on chaotic emergency scenes and administered clinical care to patients.

Key Achievements:

- Developed a Field Training program for new employees reducing required training period by 6 months.

ADDITIONAL INFORMATION

Parks Conservancy of New Hanover County, Inc. 2019
• Served on the Board of Directors for a 501(c)(3)
City of Raleigh Parks, Recreation and Greenway Advisory Board Member 2014 – 2018
• Advised City Council monthly on recommendations after taking public comment.
Mount Airy Volunteer Fire Company – Firefighter/Paramedic 2003 – 2011

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



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

APPLICANT INFORMATION					
Last Name Breuer		First Kyle		M.I. M	Date 12/17/2020
Physical Address 205 Ravenswood Road				Apartment/Unit #	
City Hampstead		State NC		ZIP 28443	
Mailing Address (if different from above)					
City		State		ZIP	
Home Phone 252-916-8060		Work Phone 910-328-4131		E-mail Address 1	
Fax Number				E-mail Address 2	
Board Interest(s) Board of Adjustment					
How long have you been a resident of Pender County? 13 years					
EDUCATION					
High School Havelock High School		Location Havelock, NC			
From	To	Did you graduate?	YES ☒	NO ☐	
College East Carolina University		Location Greenville, NC			
From	To	Did you graduate?	YES ☐	NO ☐	Degree Urban and Regional Planning
Other		Location			
From	To	Did you graduate?	YES ☐	NO ☐	Degree
EMPLOYMENT HISTORY					
Current Employment	Town of Surf City			Job Title Town Manager	
Responsibilities					
Previous Employment	Pender County			Job Title Planning and Community Development Director	
Previous Employment				Job Title	
Previous Employment				Job Title	
COMMUNITY INVOLVEMENT					
Please list current and past membership in civic or other organizations and offices held: President, CFRCD					

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES ☐	NO ☒	If yes, explain (including length of service).	
State reasons why you feel qualified for this appointment(s): Current and prior experience in zoning and land use, including administration and enforcement.			
MILITARY SERVICE			
Branch		From	To
Rank at Discharge		Type of Discharge (optional)	
CONFLICTS OF INTEREST			
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?			
YES ☐	NO ☒	If yes, explain.	
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?			
YES ☐	NO ☒	If yes, list family member name(s) and position/board or committee(s).	
Please add any additional information you would like to share supporting your interest and qualifications for this appointment.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature		Date	
		12/17/2020	

Submit Form by Email

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



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

APPLICANT INFORMATION									
Last Name Bugnatto			First Renzo			M.I. D		Date 11/23/2020	
Physical Address 449 Mae Dr						Apartment/Unit #			
City Hampstead			State NC			ZIP 28443			
Mailing Address (if different from above) As above									
City			State			ZIP			
Home Phone (650)766-5130			Work Phone (910)686-9455			E-mail Address 1 renzo@markxinc.com			
Fax Number (910)401-1402						E-mail Address 2			
Board Interest(s) 1. Board of Adjustment -- Alternate 2. Industrial Facilities & Pollution Control Financing Auth.									
How long have you been a resident of Pender County? 3 1/2 years									
EDUCATION									
High School St. John's College			Location Johannesburg, South Africa						
From	1982	To	1988	Did you graduate?	YES ☒	NO ☐			
College University of the Witwatersrand			Location Johannesburg, South Africa						
From	1989	To	1993	Did you graduate?	YES ☒	NO ☐	Degree Bachelor of Commerce		
Other			Location						
From		To		Did you graduate?	YES ☐	NO ☐	Degree		
EMPLOYMENT HISTORY									
Current Employment		Mark X inc				Job Title CEO			
Responsibilities		Responsible for all aspects of the business							
Previous Employment		iPrint.com				Job Title Senior Dir of Emerging Technologies			
Previous Employment		Tenga Tengesa				Job Title CEO			
Previous Employment		Nando's Restaurants				Job Title International Ops Manager			
COMMUNITY INVOLVEMENT									
Please list current and past membership in civic or other organizations and offices held:									

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES ☐	NO ☒	If yes, explain (including length of service).	
State reasons why you feel qualified for this appointment(s): My experience both in my current business as well as a Realtor have allowed me to understand many financial and property issues. The understanding of valuation , manufactruing, real estate usage and financial issues would make it helpful in either of these positions. My company Mark X serves fortune 2000 organization from animal non profits to Vetenerians to Banks and even some majot league teams. My company Homes R Us Realty is a sole proprietorship residential real estate brokerage			
MILITARY SERVICE			
Branch n/a		From	To
Rank at Discharge		Type of Discharge (optional)	
CONFLICTS OF INTEREST			
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?			
YES ☐	NO ☒	If yes, explain.	
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?			
YES ☐	NO ☒	If yes, list family member name(s) and position/board or committee(s).	
Please add any additional information you would like to share supporting your interest and qualifications for this appointment. Further information on me can be found on my Linkedin profile. I also run some additive manufacturing blogs (3d printing) facebook 4deverything3d and more , Real Estate under HomesR Us realty inc for Wilmington, NC as well as info on sales and marketing for MarkX inc in linkedin.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature Renzo Bugnatto		Date 11/23/2020	

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



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

APPLICANT INFORMATION									
Last Name Kipfer			First Max			M.I. R	Date 11/23/2020		
Physical Address 211 Crane PT						Apartment/Unit #			
City Hampstead			State NC			ZIP 28443			
Mailing Address (if different from above)									
City			State			ZIP			
Home Phone 703-395-2070			Work Phone			E-mail Address 1 maxkipfer@gmail.com			
Fax Number						E-mail Address 2			
Board Interest(s) Adjustment									
How long have you been a resident of Pender County? Officially 1.5 years. Topsail Beach home acq in 11/2015, Hampstead home in 5/2019									
EDUCATION									
High School Dundee HS			Location Carpentersville, IL						
From	72	To	75	Did you graduate?	YES ☒	NO ☐			
College Valparaiso University			Location Valparaiso, IN						
From	75	To	79	Did you graduate?	YES ☒	NO ☐	Degree		
Other			Location						
From		To		Did you graduate?	YES ☐	NO ☐	Degree		
EMPLOYMENT HISTORY									
Current Employment		Hotwire Communications				Job Title Executive - Consumer Insight			
Responsibilities		Track, measure consumer feedback. Advise and recommend changes to affect better customer experience							
Previous Employment		Hotwire Communication				Job Title EVP - Growth			
Previous Employment		Connexion Technologies				Job Title EVP Client Relations			
Previous Employment		Benchmark Communications				Job Title COO			
COMMUNITY INVOLVEMENT									
Please list current and past membership in civic or other organizations and offices held:									
Current: Crane PT HOA Board Member									
Past:									
Bunn Lake, NC - HOA 12 years as Board Member; 6 president, 1 VP, 5 treasurer									
Loudoun County, VA - Commissioner Economic Development Board									
Loudoun County, VA - President Loudoun Education Foundation									
Leesburg, VA - Rotarian									
Leesburg, VA - President YMCA Board; Member YMCA Board Metro Washington, DC									
Washington DC - National trade association - Member and Chairman Fiber-to-the-Home Council North America									

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES ☐	NO ☒	If yes, explain (including length of service).	
State reasons why you feel qualified for this appointment(s):			
I have known and worked with many county/municipal officials and master plan developers in my 30+ year executive career in the cable television and fiber broadband infrastructure business. My primary skill set which has served me well is my ability to negotiate solutions, either on the front end or many times on the back end if things didnt go as originally planned. I have worked in and around easement rights, public & private service infrastructure requirements and all things necessary for a sucessful land/business venture. I am currently semi-retired and looking to use my experience to the benefit of my community.			
MILITARY SERVICE			
Branch		From	To
Rank at Discharge		Type of Discharge (optional)	
CONFLICTS OF INTEREST			
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?			
YES ☐	NO ☒	If yes, explain.	
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?			
YES ☐	NO ☒	If yes, list family member name(s) and position/board or committee(s).	
Please add any additional information you would like to share supporting your interest and qualifications for this appointment.			
I own 2 homes in Pender County District 1, Hampstead and Topsail Beach and have a vested interest in serving my community.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature Max R. Kipfer		Date 11/23/2020	

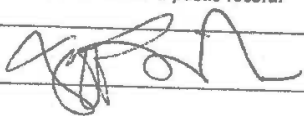
PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



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

APPLICANT INFORMATION			
Last Name	First	M.I.	Date
SNIDER	JEFFREY	L	12-6-20
Physical Address		Apartment/Unit #	
319 PELICAN WALK			
City	State	ZIP	
HAMPSTEAD	NC	28443	
Mailing Address (if different from above)			
City	State	ZIP	
Home Phone	Work Phone	E-mail Address 1	
761 540-7634		SNIDERJ5@YAHOO.COM	
Fax Number	E-mail Address 2		
Board Interest(s)			
ADJUSTMENT PARKS & REC			
How long have you been a resident of Pender County?			
6 YRS			
EDUCATION			
High School		Location	
MARION HIGH SCHOOL		MARION, VA	
From	To	Did you graduate?	
66	70	YES ☒ NO ☐	
College		Location	
UNIV OF RICHMOND		RICHMOND, VA	
From	To	Did you graduate?	Degree
70	74	YES ☒ NO ☐	BS
Other		Location	
UNIV OF ABERDEEN		ABERDEEN SCOTLAND	
From	To	Did you graduate?	Degree
69	70	YES ☐ NO ☒	SUMMER SCHOOL
EMPLOYMENT HISTORY			
Current Employment		Job Title	
RETI'D			
Responsibilities			
Previous Employment		Job Title	
DIAL CORP		SR. ACCT BUSINESS MGR	
Previous Employment		Job Title	
VA DEPT OF TAXATION		INVESTIGATOR	
Previous Employment		Job Title	
COMMUNITY INVOLVEMENT			
Please list current and past membership in civic or other organizations and offices held:			
VOLUNTEER:			
SHARE THE TABLE SURF CITY 2 YRS			
WILSON CENTER AFCC 3 YRS			

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES	☐	NO	☒
If yes, explain (including length of service).			
State reasons why you feel qualified for this appointment(s): HAVE BECOME INTERESTED IN HOW PENDER COUNTY IS HANDLING AND HOW THEY ANTICIPATE HANDLING THE CURRENT AND FUTURE GROWTH			
MILITARY SERVICE			
Branch		From	To
Rank at Discharge		Type of Discharge (optional)	
CONFLICTS OF INTEREST			
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?			
YES	☐	NO	☒
If yes, explain.			
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?			
YES	☐	NO	☒
If yes, list family member name(s) and position/board or committee(s).			
Please add any additional information you would like to share supporting your interest and qualifications for this appointment.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature		Date	
		12/6/20	

Submit Form by Email

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



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

APPLICANT INFORMATION									
Last Name Olsen			First Andrew			M.I. W	Date 1-18-2018		
Physical Address 818 Sound View Drive						Apartment/Unit #			
City Hampstead			State NC			ZIP 28443			
Mailing Address (if different from above) PO Box 784									
City Hampstead			State NC			ZIP 28443			
Home Phone 910-508-0418			Work Phone 910-777-5733			E-mail Address 1 aolsen@cshlaw.com			
Fax Number 910-777-6111			E-mail Address 2						
Board Interest(s) Board of Adjustment									
How long have you been a resident of Pender County? 2 years									
EDUCATION									
High School Wilson H.S.			Location Tacoma, WA						
From	63	To	66	Did you graduate?	YES ☒	NO ☐			
College Pomona College			Location Claremont, CA						
From	66	To	70	Did you graduate?	YES ☒	NO ☐	Degree Economics, BA		
Other Georgetown Law			Location Washington, DC						
From	72	To	75	Did you graduate?	YES ☒	NO ☐	Degree JD		
EMPLOYMENT HISTORY									
Current Employment			Cranfill Sumner Hartzog				Job Title Elder Attorney		
Responsibilities			Elder Law						
Previous Employment							Job Title Chair, Elder Law Group		
Previous Employment			Elder Law Firm of Andrew Olsen				Job Title Elder Attorney		
Previous Employment			New Hanover County				Job Title Assistant Attorney		
COMMUNITY INVOLVEMENT									
Please list current and past membership in civic or other organizations and offices held:									
Board of Directors, Elderhaus, Wilmington									
Board of Directors, Wilmington Train Museum									

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?		
YES ☐	NO ☒	If yes, explain (including length of service).

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

Been involved with land use issues consistently from 1976-2000 in Washington state and NC

MILITARY SERVICE			
Branch	From	To	
Rank at Discharge	Type of Discharge (optional)		

CONFLICTS OF INTEREST		
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?		
YES ☐	NO ☒	If yes, explain.

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?		
YES ☐	NO ☒	If yes, list family member name(s) and position/board or committee(s).

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

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature 	Date 1-18-2018
---	----------------

PENDER COUNTY CLOSED SESSION MOTION

All boards, agencies or public bodies in meetings of two or more members covered by the Open Meetings Law in Pender County shall utilize the following procedure for entering a "Closed Session."

MOTION

_____, (member of the governing body) moves to enter closed session pursuant to G.S. 143-318.11: (select one or more of the following grounds):

1. To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or is not considered a public record within the meaning of Chapter 132 of the General Statutes.
2. To prevent the disclosure of information that is of an honorary degree, scholarship, prize, or similar award.
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.
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.
7. To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
8. To formulate plans by a local board of education relating to emergency response to incidents of school violence.
9. To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.

VOTES FOR: _____ VOTES AGAINST: _____

Attested: _____ Date: _____