



Town of Holden Beach
Board of Commissioners
Regular Meeting

Tuesday, March 8, 2016
7:00 PM

Holden Beach Town Hall
Public Assembly



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS' REGULAR MEETING
HOLDEN BEACH TOWN HALL – PUBLIC ASSEMBLY
TUESDAY, MARCH 8, 2016 - 7:00 P.M.**

1. Invocation
2. Call to Order/ Welcome
3. Pledge of Allegiance
4. Agenda Approval
5. Approval of Minutes
 - a. Minutes of the Special Meeting of February 16, 2016 (Pages 1 – 9)
6. Public Comments on Agenda Items
7. Police Report – Chief Wally Layne (Page 10)
8. Discussion and Possible Award of Contract for Roadway Work – Shane Lippard, Right Angle Engineering (Pages 11 – 14)
9. Discussion and Possible Confirmation of Audit Committee Members – Commissioner Fletcher (Page 15)
10. Preliminary Progress Report: Sanitary Sewer Vulnerability – Planning and Zoning Board Member Mike Sullivan (Pages 16 – 24)
11. Discussion and Possible Action on the Planning & Zoning Board's Recommendations for Amendments to the Town's Noise Ordinance (Regarding Commercially Zoned Property) (Page 25)
12. Discussion and Possible Action on Ordinance 16-07, An Ordinance Amending the Holden Beach Code of Ordinances, Chapter 30: Town Government and Officials (Section 30.25 Commissions, Boards, Agencies and Authorities Established by Ordinance or Under the Authority of the BOC) (Pages 26 – 28)
13. Discussion and Possible Action on Multi-Jurisdictional Disaster Debris Management and Monitoring Request for Proposals – Public Works Director Clemmons (Pages 29 – 54)
14. Possible Amendment to the Holden Beach Board of Commissioners' 2016 Meeting Schedule – Commissioner Isenhour (Pages 55)
15. Town Manager's Report
16. Mayor's Comments

17. Board of Commissioners' Comments

18. Public Comments on General Items

19. Adjournment

***Please sign up for public comments beginning at 6:00 p.m. in accordance with the new Rule 28B requirements.**



**TOWN OF HOLDEN BEACH
BOARD OF COMMISSIONERS
SPECIAL MEETING
TUESDAY, FEBRUARY 16, 2016 – 7:00 P.M.**

The Board of Commissioners of the Town of Holden Beach, North Carolina met for a Special Meeting on Tuesday, February 16, 2016 at 7:00 p.m. in the Town Hall Public Assembly. Present were Mayor J. Alan Holden; Mayor Pro Tem H. Ashley Royal; Commissioners Peter Freer, Kim Isenhour, John Fletcher and Ken Kyser; Town Manager David W. Hewett; Town Clerk Heather Finnell; Police Chief Wally Layne; Building Official Tim Evans; Shoreline Protection and Recreation Manager Christy Ferguson; and Fiscal Operations Clerk Mandy Lockner.

Mayor Holden asked for a moment of silence and then called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Motion by Commissioner Fletcher to move item 6 to after item 9 and to move item 12 (the Police Report) to follow Town Manager Hewett's Report (item 23) and to delete item 11; second by Commissioner Freer; approved by unanimous vote.

Commissioner Freer requested to also make revisions. Mayor Holden stated the person making the motion would need to agree with the changes.

Commissioner Freer would like to revise the proposed agenda by removing items 15 and 16 and deferring them to the next meeting. He would like the Town Attorney to review the items and receive their input. Commissioner Kyser would like to have a discussion on the noise ordinance. He said there are some issues he would like to discuss.

Commissioner Fletcher stated he is okay with Commissioner Freer's suggestions.

Commissioner Kyser would like to discuss the noise ordinance in general. He stated he was going to cover it as part of item 15. Commissioner Fletcher asked if it is concerning commercial property. Commissioner Kyser replied no. Commissioner Kyser said if item 15 is taken out, they will not be able to discuss the noise ordinance.

The changes prior to Commissioner Kyser's request were passed unanimously.

Motion by Commissioner Kyser to have a general discussion on the noise ordinance.

Town Clerk Finnell explained it is a Special Meeting so only items on the agenda can be discussed. You cannot add items like you can in a Regular Meeting. Commissioner Kyser stated it was in there. Mayor Pro Tem Royal stated it is his understanding the reason the Board was deferring the item was to seek legal advice. Commissioner Kyser stated the longer the delay in sending it to P&Z, the longer it is before we have an ordinance that works. Mayor Holden stated the Board needs to vote on the agenda before having discussion on any items.

No second was made on adding the noise ordinance.

APPROVAL OF MINUTES

Motion by Mayor Pro Tem Royal to approve the minutes of the Special Meeting of January 12, 2016 as written; second by Commissioner Isenhour.

Mayor Pro Tem Royal asked about the part of the minutes that stated there would be a resolution on this agenda to adopt the flood maps whenever FEMA approved them. Town Manager Hewett will speak to that item later. Mayor Pro Tem Royal stated the minutes also show the Sewer Committee's report has been pushed to March. He inquired if action has been taken to add the item to the March agenda. Commissioner Fletcher said it will show up.

The motion passed by unanimous vote.

Motion by Commissioner Freer to approve the minutes of the Regular Meeting of January 12, 2016 as presented; second by Commissioner Fletcher; approved by unanimous vote.

PRESENTATION AND POSSIBLE ACTION ON HIRING OF NEW TOWN ATTORNEY

Allen Trask from Ward and Smith explained his firm served as the interim attorney. He explained the process of selecting a permanent position. He appreciated the opportunity to work with the Town and said it has been a pleasure working with the Town.

EXECUTIVE SESSION PURSUANT TO NORTH CAROLINA GENERAL STATUTE 143-318.11(A)(6) TO CONSIDER THE QUALIFICATIONS, COMPETENCE, PERFORMANCE, CONDITION OF APPOINTMENT OF A PUBLIC OFFICER OR EMPLOYEE OR PROSPECTIVE PUBLIC OFFICER OR EMPLOYEE (TOWN ATTORNEY)

Town Clerk Finnell read the reason for Executive Session.

Motion by Commissioner Isenhour to go into Executive Session at 7:14 p.m.; second by Commissioner Fletcher; approved by unanimous vote.

OPEN SESSION

The Board went back into Open Session at 7:54 p.m.

Motion by Commissioner Isenhour to terminate our interim attorney contract with Ward and Smith and Allen Trask and to hire as our new Town Attorney, Noel Fox.

Commissioner Isenhour explained that she and Commissioner Fletcher interviewed numerous attorneys to try and find the best person for the future of the Town. She thinks that has been done with Noel Fox. She provided background information on Ms. Fox.

Commissioner Isenhour's motion was seconded by Mayor Pro Tem Royal.

The Board introduced Ms. Fox.

The motion passed by unanimous vote.

PUBLIC COMMENTS ON AGENDA ITEMS

Rhonda Dixon talked about item 21. She thinks the Town's consultant ATM and Dial Cordy should come in to answer questions on the terminal groin.

Gina Martin said at the last meeting they were told there would be a demonstration tonight from Captain Highsmith regarding the noise ordinance. She noticed that item is not on the agenda. She encouraged the Board to hold the demonstration at the next meeting.

Rick Green stated he is disappointed in the Board because they failed to advertise the attorney position. His firm would have applied for the position. He said it seems the Board should have cast a wide net to see who was interested.

DISCUSSION AND POSSIBLE ACTION ON AMENDMENTS TO RULE 5 "PUBLIC ADDRESS TO THE BOARD" AND RULE 28B "PUBLIC COMMENT PERIODS" OF THE RULES AND PROCEDURES AS ADOPTED PER TOWN ORDINANCE §30.19

Commissioner Fletcher explained the agenda item addresses two related, but separate items in the Rules of Procedure, Rule 5 (Public Address to the Board) and Rule 28b (Public Comment Periods). He presented both resolutions to the Board in writing. He stated these are strictly procedural matters relating to the Board. Both resolutions provide guidelines for carrying out the requirements of Rule 5 and Rule 28b. Commissioner Fletcher stated he is not presenting any amendment or change to either rule. He is providing written guidelines. He stated the intent of the resolutions is to provide clarity and to avoid confusion. Commissioner Fletcher provided information on the proposed guidelines for Rule 5.

Motion by Commissioner Fletcher for the adoption of the motion in the written form presented; second by Commissioner Freer.

Commissioner Kyser stated since the resolution was not provided before the meeting, he would like to have ample time to review it and get an understanding of what it is saying. He proposed the Board wait until the next meeting before they potentially implement it. Mayor Pro Tem Royal stated as he understands it, this doesn't change any ordinance. Commissioner Fletcher said it just clarifies how to proceed. Commissioner Kyser asked why this wasn't part of the packet. Commissioner Fletcher stated it didn't seem to be that difficult of an issue to him. Mayor Holden asked questions seeking clarification. Commissioner Fletcher stated if two of the commissioners approve of the request, the item would go on the proposed agenda. Mayor Pro Tem Royal questioned if the extent of what this is enacting is that it imposes a rule for someone who wishes to speak to the Board that they have to give advance notice and two members have to vote in favor of that. Commissioner Fletcher responded yes and it doesn't change anything else. Mayor Holden asked if all the commissioners have the same opportunity to say yes or no to the request. Commissioner Fletcher replied yes.

The motion passed by a 4 – 1 vote with Mayor Pro Tem Royal and Commissioners Freer, Isenhour and Fletcher voting for the motion and Commissioner Kyser voting in the negative.

Commissioner Fletcher provided background on the proposed guidelines for Rule 28b.

Motion by Commissioner Fletcher for the adoption of the motion in the written form presented; second by Commissioner Freer.

Commissioner Kyser asked why this was not part of the Board's packets and why they were not given the time to review it.

The motion passed by a 4 – 1 vote with Mayor Pro Tem Royal and Commissioners Freer, Isenhour and Fletcher voting for the motion and Commissioner Kyser voting in the negative.

DISCUSSION AND POSSIBLE ACTION ON POLICE MUTUAL ASSISTANCE AGREEMENT BETWEEN THE TOWN OF HOLDEN BEACH AND THE TOWN OF OCEAN ISLE BEACH

Chief Layne explained the mutual aid agreement pertains to Ocean Isle Beach. Currently, the Town has mutual aid agreements with all of the departments in our air space. Ocean Isle is the only one that requires everyone to renew the agreement annually. This is a housekeeping matter. Mayor Pro Tem Royal stated he is in favor of mutual aid. He asked if Ocean Isle contributes as much as we do to them. Chief Layne said absolutely and provided an example of the mutual benefit.

Motion by Commissioner Fletcher to approve the agreement; second by Mayor Pro Tem Royal; approved by unanimous vote.

DISCUSSION AND POSSIBLE ACTION ON ORDINANCE 16-06, AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES, CHAPTER 90: ANIMALS (DANGEROUS DOGS)

Town Manager Hewett explained that staff revised the proposed dangerous dog ordinance in accordance with Board direction. Staff checked with Ward and Smith and they advised us the ordinance is appropriate.

Mayor Pro Tem Royal stated it does seem to appropriately codify this. He inquired if Section B3 of the ordinance would allow someone to sell the dog to someone who resides in Holden Beach. He was advised no.

The Board agreed unanimously to vote in favor of the ordinance.

DISCUSSION AND POSSIBLE ACTION ON ORDINANCE 16-08, AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES, CHAPTER 30, TOWN GOVERNMENT AND OFFICIALS (SECTION 30.26 AUDIT COMMITTEE OF THE BOC)

Town Clerk Finnell explained this was put back on the agenda based on the guidance of the Board at the last meeting to remove the Board member as the chair of the committee. If no action is taken, it will remain in the form passed at the last meeting.

No action was taken on this item.

DISCUSSION AND POSSIBLE NOMINATION OF A CHAIR FOR THE AUDIT COMMITTEE

Motion by Commissioner Fletcher to nominate a chair of the Audit Committee; second by Commissioner Freer.

Commissioner Fletcher and Commissioner Freer withdrew the motion.

Commissioner Freer nominated Commissioner Fletcher to be the chair; second by Mayor Pro Tem Royal.

Commissioner Kyser asked about a Board member being a chair. Commissioner Freer stated he did research about how an audit committee should be structured. He explained the Association of Local Government Auditors recommended that audit committees include both members of the legislative body and financial management experts from the community. Mayor Holden asked Attorney Fox if she thinks a commissioner can be the chair of the committee. Attorney Fox replied she has not reviewed the ordinances since she was just hired. Carolina Beach

usually has a combination of public individuals, staff and members of the board on their committees. She is unaware if a board member chairs any of the committees. Mayor Holden stated the concern is that the committee is reviewing the actions of the Board. Commissioner Fletcher said the committee is reviewing the financial records and controls of the Town management. He explained the background of the Board and chair. Attorney Fox said she does not know if there is a problem with a board member being the chair, but she can check. Commissioner Kyser asked about the document in the Board's packets about the Audit Committee. Town Clerk Finnell explained that was a proposed ordinance to take the Board member out as the chair if the Board chose to make the change. At the last meeting, the Board approved an ordinance that allowed a Board member to be chair. Commissioner Fletcher stated they did a lot of research on this topic. He stated what they found is if there is no audit committee, the external auditor finds a lot of internal control weaknesses. If there is one, they found fewer. If they have one that has a close relationship with a senior person from town management, they have not found any internal weaknesses. The Board hopes they can bring the confidence to the public that everything done at Town Hall is in accordance with the rules.

The motion passed by unanimous vote.

DISCUSSION AND POSSIBLE APPROVAL OF CONTRACT FOR FISCAL YEAR 2015 – 2016 BETWEEN THE TOWN AND THOMPSON, PRICE, SCOTT, ADAMS AND CO, P.A.

Town Manager Hewett explained this is the audit contract the Board requested be brought back to them with Thompson, Price, Scott, Adams and Co. for the performance of the annual audit. The terms are \$12,750 annually. It is in standard Local Government Commission form.

Motion by Commissioner Fletcher to approve the contract for fiscal year 2015 – 2016 with Thompson, Price, Scott, Adams and Co, P.A.; second by Commissioner Isenhour.

Mayor Pro Tem Royal asked if they increased their fee from last year. Town Manager Hewett replied no.

The motion passed by unanimous vote.

FLOOD MAP STATUS REPORT – BUILDING OFFICIAL TIM EVANS

Building Official Evans explained that the flood maps are in a complete state of limbo. Mayor Holden's information he had at the last meeting was correct. Building Official Evan's sources verified that they are predicting that the maps will not be approved until January 2017. At this time, the Town has six appeals. The Town reviewed and supported every appeal. He provided information about appeals after the final approval. In the past, he was given direction from FEMA that encouraged the Town to adopt the maps early. He is now being told we can't adopt them until we receive the letter of final determination. Commissioner Freer asked if the six appeals will have an effect on the approval date. Building Official Evans replied that they shouldn't. We will be prepared to adopt the maps at the first opportunity the Town has. He explained it will be a very good day for property improvements when that day comes.

STAFF REPORT – TERMINAL GROINS

Shoreline Protection and Recreation Manager Ferguson said at the January meeting the Board inquired about the possibility of a public information session regarding a terminal groin. On February 2nd, she and Town Manager Hewett attended a meeting with the Corps and the Division of Coastal Management. During the meeting, Town Manager Hewett asked about holding a meeting. The agencies could only describe the process going forward and felt that would be frustrating to the public because it would not be a question and answer session. Shoreline

Protection and Recreation Manager Ferguson explained that on our website there is information on terminal groins. Commissioner Freer asked about the consultants as mentioned in the public comment period. Town Manager Hewett stated that what the Town is dealing with is a third party contract through the Corps. The Town is paying, but it is the Corps' process. He thinks whatever the Town would do would put us at risk. Mayor Pro Tem Royal asked about ATM. Town Manager Hewett replied that ATM is the Town's coastal engineer and they are providing information to the third party contractor. Mayor Pro Tem Royal stated he has questions specific to Holden Beach that he needs answers on before approving this. He asked if staff has any recommendations for the Board. Town Manager Hewett recommended that the Board allow the formal EIS process to move forward. After the record of decision comes out with a permit, when the Town is faced with a funding decision, would be the time for a Q&A session. At that point you can bring in our coastal engineer who did the work. He said what we are talking about is adherence inside the protocol of the Environmental Impact Study Process. Commissioner Fletcher said the website has lots of good research. He asked if we will continue to collect information. Shoreline Protection and Recreation Manager Ferguson replied we can do that. Commissioner Freer thinks it is important that the public gets the information too. Mayor Pro Tem Royal asked when the EIS will be completed. Town Manager Hewett stated the feedback received the other day was the end of the year. CAMA has revised their position on the process. The CAMA permitting process will now take place after the Corps' NEPA process. The best answer they could get is it would take two months after the record of decision from the Corps. CAMA follows the SEPA process, which is the same type of protocol.

CENTRAL REACH PROJECT PROGRAM REPORT AND REQUEST WORKSHOP DATE

Town Manager Hewett stated he is seeking Board direction and approval to move forward with the actions necessary for the construction of the Central Reach Project. We have received our revision on our CAMA permit. What's driving this is that normally permits are issued in increments of five years. This permit was only extended until December 2017, which coincides with the expiration of the federal permit. With the dredging windows being November until April, it would necessitate the project being expedited. It means the Town needs to get really aggressive with our program in order to pull off a dredge project. An extension is not guaranteed. It is also not guaranteed that more conditions wouldn't be added to the permit. He showed calendar requirements. February 15th, which is when we would need to begin developing the final designs and November 2016, which is when construction would begin are the important dates. All the dates in between have variables that go along with them.

Town Manager Hewett thinks the Town will end up with a USDA loan, underwritten by a revenue bond, secured with our occupancy tax. He needs to bring in a bond council and in about two weeks come back to the Board with the financial consultant to layout the specifics of the project and how we will get there. We are talking loosely about \$15 million, plus or minus \$5 million. Dredging is a highly variable enterprise. The price of fuel is down and the dredge plant availability is up due to the Sandy work being over. Dare County had a bid opening on a similar project on February 4th. He has those results, but he hasn't reviewed them yet. Town Manager Hewett is asking the Board to allow him the flexibility to put together a decision package to deliver to the Board at a special meeting in a couple of weeks. He needs direction if the Board wants to pursue this. It is a good time to work this information into a workshop. He scheduled a meeting with the financial consultant. He asked for consensus to move forward with the workshop.

Motion by Mayor Pro Tem Royal to support Town Manager Hewett attending the meeting in Raleigh tomorrow and scheduling a follow-up workshop to discuss the pertinent elements of the Central Reach Project; second by Commissioner Freer; approved by unanimous vote.

TOWN MANAGER'S REPORT

- There were several issues and action items that came out of the Coastal Resources Commission meeting last week. The development line was approved. It is a new rule that is intended to replace the static vegetation line. It will be an important part of the Central Reach Project process. Building Official Evans is the smartest man in the room, maybe the state on that. There are new requirements for sand bag relief. The purple gorilla is that the CRC approved the study that will go forth to the General Assembly that establishes an approved sea level rise rate for our area. He is not sure how it will impact here.
- Wants to brag on Building Official Evans. The methodology the Town adopted on measuring height caught someone's attention at the General Assembly. They opted to create a study commission that is directed at using our methodology to see how it might apply to the rest of the state. They asked for Building Official Evans to help them bring a product back to the General Assembly.
- The Hazard Mitigation Plan has been approved. We are waiting for formal notice.
- Ava Cain is the new Inspections Secretary.
- Recently completed the canals conditions surveys. Will be the basis for updating the Canal Dredging Master Plan. Seeing a whole bunch of permits in the canals for bulkheads and docks. With all the rain, if there are any weaknesses in bulkheads, they have come to light. The surveys looked pretty good. Will be working with the canal representatives on assessments for the budget process.
- Should have received storm reentry decals.
- The odor controls are in place at the Jordan Boulevard lift station. Need to do some electrical work to get them operational.
- Sewer issues – the rain has caused issues for the last six months on the vacuum sewer. Had numerous occasions where the vacuum sewer had a hard time keeping up. Through Public Work Director Clemmons' and Public Works' hard work, we have discovered the bottom of the valve pits are caving in. Believes it is a design defect. Worked with the company to garner replacements. Working on getting as many installations as possible done.
- Starting to see new construction catching up with the number of stub outs we initially installed. It is a sign of growth.
- Looks like the Bridge Beautification Project is on schedule for a June 17th completion date. It should be under construction in April.
- Bridgeview Park – the structural work on the modular restrooms has been accomplished. Stormwater infrastructure for the multipurpose court has been installed. The dock contractor's notice to proceed has been issued. Completion date is scheduled for the first week of May. Hopefully will have a Memorial Day completion for the multipurpose court. The goal is to have the multipurpose court, the dock, the restrooms and sidewalks in by Memorial Day. The picnic shelter, kayak launch, splash pad and shade structure will be worked in as we can, but we don't believe we want to construct those items in the summer months. Be advised sections of the park might need to be closed as these things come together on an intermittent basis.
- Based on feedback for services, we will have a shred event at Town Hall from 9:00 a.m. to noon on Earth Day.
- Commissioner Freer asked if the Town has any plans to do additional mosquito spraying. Town Manager Hewett replied with all of the rain, there is lots of water standing. Please call in mosquito concerns. Will be proactive, but it has to be predicated on complaints. Will make sure to engage with Operation Services to see if there are any changes in protocol due to the Zika Virus.

POLICE REPORT – CHIEF WALLY LAYNE

- Were able to clear up the first rash of break-ins. Over the last two weeks, had one per week. Do not think they are related and one had a key.
- Department will start its annual in-service training on 22nd. Hopefully within a month they will be in compliance with the state.

PUBLIC COMMENTS

Craig Grief drove down because he was excited to see a presentation on DB levels. He downloaded an app on his phone. He provided information on the different levels he took. He encouraged the Board and attorney to ask themselves what is reasonable for a family rental.

MAYOR'S COMMENTS

- There has been some changes in the agenda. He asked about the numbers on pages to reference the line numbers. Town Clerk Finnell stated she could put those back in. Mayor Holden stated he has been a chairman for many activities for years. Probably has done the worst job ever running a meeting tonight in his lifetime. Apologized. Someone has to tell him what is going on. Didn't know who to call on to talk. Tonight just called on Commissioner Fletcher since only he knows where the conversation is going. Commissioner Fletcher stated in the future he will put whoever sponsored the item on the agenda. Mayor Holden apologized. Hopefully everyone will get on the same page. Has never seen so many changes on the agenda. The only communication he had was that they needed to take the noise ordinance demonstration off. Finally caved in on that. If you want him to run the meeting, someone has to tell him what is going on.
- His nerves have been run out with emails and phone calls about the noise ordinance. Will be happy to share the Board's numbers to share the complaints. The Hall family is in uproar. They are not sure how it will impact their wedding. Received others. Doesn't know what to tell people.
- Frustrated tonight. Hopes we can work together to make things run more smoothly.

BOARD OF COMMISSIONERS' COMMENTS

Mayor Pro Tem Royal

- Had the opportunity to attend the two day training of the Essentials of Municipal Government. It was very informative. Was encouraged because a lot of the activities we have taken are supported by what we were trained upon. There were some key learnings taken from it. This Board only sits for two years, unless reelected. His sensitivity to the impact that can have on the town manager increased. That was lesson number one; that the Board has an obligation to the Town to continue to support the strategic direction, which is what the Board should be focused on. Knows the Board has enacted some things that are more reactive. Looks forward to having agendas that have none of those on it. Had the chance to benchmark with other municipalities. Did get people's business cards. Having sat in these meetings has been personally challenging. Didn't meet his own expectations on being prepared and to be able to sufficiently answer questions. Considers that a significant delta that he is working on. One of items picked up on is that many municipalities have adopted a Code of Ethics. From his career he was used to working under similar principals. Researched a few of those. Thinks the Board should have a retreat so the Board can discuss their expectations of each other. To him, respect is a two way street. Expects people to hold him accountable for functioning out of respect for each other, but also expects the people he is interacting with to do the same. In order for a meeting like this to be conducted in a professional manner, it requires the equal participation of everyone.

Commissioner Freer

- Agreed it was a worthwhile two days. Very worthwhile because they attended with Town Manager Hewett. Understands how they can work in an efficient way with the town manager for strategic initiatives. He is responsible for the day to day activity. Now that we have a new attorney, they will have the opportunity to look at what is presented. The Board can have thoughtful input from the attorney and the Board can react based on that.

Commissioner Isenour

- Thanked everyone for coming and staying so late.
- One of main things she took away from the training is that many towns have retreats so they can take a look at their strategic plan and come up with goals for the Town. Thinks if the Board can meet and establish goals, they will be able find common ground where the Board can work together. Thinks they all came into this, ran for this office and intended to work for the Town for the betterment of as many people as they possible can. There is a learning curve and a degree of humbleness that you need to have while going through the process. Is very willing to hold a retreat so the Board can get together to find the common ground and move forward.

Commissioner Fletcher

- Hopes that some of the changes tonight will make the future meetings more manageable and allow the Board more time to do its work with less distractions. Came onto the Board with challenges. Have the Terminal Groin Project, the Central Reach Project, the sewer system, people who want to build huge houses and have massive parties that keep the neighbors awake at night. Almost everyone he interviewed enjoys the quietness of the beach, the calmness, the family environment. They don't look forward to listening to 12", 14" speakers blasting from underneath the house next door until 3:00 a.m. so they can't sleep. Had major issues. Hopefully in the position now so we can get the issues faced. One has been that the Town has an external auditor. Had three people who were on the old Audit Committee that volunteered to serve again. The people are Ron Skubic, Mark Fleischhauer and Ben Byrnside. Met with Town Manager Hewett on each of them and confirmed that he would be happy to work with them. They will pick one those members as the leader of that group and they will work with the town manager. Fiscal Operations Clerk Lockner will be the liaison with that committee. Hopes will be able to walk away knowing that everything is fine at Town Hall financially and no funny things are going on. Hopefully can become more effective as we move forward. Shares the frustration. We might be late tonight, but we didn't get started until this time at the last meeting. Hopefully that will not happen again.
- Thanked everyone for coming tonight and for staying late. Thanked everyone for being patient with them while they get their feet on the ground. It was really nice being with Town Manager Hewett. Learned as much from him as they did from the faculty there.

Commissioner Kyser

- Thanked everyone for being here and staying so late. Always nice to have an interested crowd.
- Voted against two things tonight. If had the information beforehand and had time to read it, possibly might have voted for them. Over the last few months have had a lot of things rushed through that we received at the last minute. We didn't have time to adequately review them and put the proper thought into them. This is another example of doing that again. As a Board, we need to stop doing that. Need to have the information in front of us beforehand.

ADJOURNMENT

Motion by Mayor Pro Tem Royal to adjourn at 9:41 p.m.; second by Commissioner Fletcher; approved by unanimous vote.

ATTEST:

J. Alan Holden, Mayor

Heather Finnell, Town Clerk

Activity Log Event Summary (Cumulative Totals)

HOLDEN BEACH POLICE DEPT.

(02/01/2016 - 02/29/2016)

911 Hang Up/Open Line	1	Alarm Activation	14
Animal Complaint	6	Assist Motorist	1
Assist Other Agency	13	Attempt to Locate-ATL	1
Citation	1	Civil Process Service	1
Deliver Message	1	EMS/Medical Call	3
Escort/Relay	1	Fire Call	2
Incident Report	6	Keep Check	3
Maintenance/Water Leaks(HB Only)	2	Meet with Complainant	8
Motor Vehicle Crash (Property Damage Only)	1	Open Door	8
Phone Call (requested to call subject)	16	Residence Check	4
Supplemental (to prior report - use original OCA)	3	Suspicious Activity	4
Suspicious Person	2	Suspicious Vehicle	1

Total Number Of Events: 103

We have started registering keep checks under a new system and have stopped using officer logs to record them.

↳ Keep checks have come into the office this month.



Date: February 29, 2016

To: Commissioners and Mayor Holden

From: David W. Hewett, Town Manager *DWH*

Re: Roadway Work

The Town's engineer, Shane Lippard from Right Angle Engineering, distributed bid documents for roadway work within the Town in accordance with the approved Streets Survey dated November 2015. See excerpt of priorities attached. This project is for the maintenance of existing streets on the island. Bids need to be submitted to the engineer by noon on March 2nd.

Once the bids are received, Mr. Lippard will review the information and distribute the information for the Board's consideration at the March 8th meeting.

Pavement Management System
Town of Holden Beach
 Priority Listing

STREET	TP	BEGINNING DESC	END DESC	LENGTH	CL	P	WI	L	C	CT	UC	SWKL	SWKR	AN	AL	AM	AS	BK	RF	RT	RV	BL	RQ	PA	FCR	SY	TOTAL COST	ACTIVITY
COMCH	ST	OCEAN VIEW BLVD EAST	CANAL DR	1020	A	P	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
GRAH	ST	OCEAN VIEW BLVD EAST	CANAL DR	1480	A	P	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
D'ULPHIN	DR	OCEAN VIEW BLVD WEST	END	1419	A	P	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
DURHAM	ST	OCEAN VIEW BLVD WEST	END	975	A	P	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
FRICAU	DR	OCEAN VIEW BLVD WEST	END	700	A	P	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
HAINSTEAD	ST	BRINSWICK AVE EAST	BRUNSWICK AVE EAST	327	A	P	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
HAINSTEAD	ST	BRINSWICK AVE EAST	CAROLINA AVE	247	A	P	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
HAINSTEAD	ST	CAROLINA AVE	SOUTH SHORE DR	213	A	P	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
MARKER 15	DR	BRUNSWICK AVE WEST	END	674	A	P	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
SAN FISH	DR	OCEAN VIEW BLVD WEST	END	1436	A	P	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
SALISBURY	ST	OCEAN VIEW BLVD WEST	END	856	A	P	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
SEASIDE	DR	OCEAN VIEW BLVD WEST	END	515	A	P	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
SEAVIEW	DR	OCEAN VIEW BLVD WEST	END	513	A	P	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
A SOUTH	AVF	OCEAN VIEW BLVD EAST	MCCRAY ST	240	A	U	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
H NORTH	AVE	OCEAN VIEW BLVD EAST	MCCRAY ST	290	A	U	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
BRUNSWICK	AVE	OCEAN VIEW BLVD EAST	END	175	A	U	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
CANAL	DR	CRAB ST	COUGH ST	260	A	U	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
CANAL	DR	FERRY RD	SHRIMP ST	250	A	U	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
CANAL	DR	SHRIMP ST	CRAB ST	250	A	U	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
D NORTH	AVE	OCEAN VIEW BLVD EAST	MCCRAY ST	150	A	U	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
DEAL	ST	OCEAN VIEW BLVD WEST	END	480	A	U	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
D LLANNE	ST	OCEAN VIEW BLVD WEST	BRUNSWICK AVE WEST	310	A	U	10	1	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
E NORTH	AVE	OCEAN VIEW BLVD EAST	MCCRAY ST	150	A	U	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
FERRY SOUTH	RD	OCEAN VIEW BLVD EAST	END	155	A	U	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
FRONAGE	DR	OCEAN VIEW BLVD EAST	END	400	A	U	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
MCCRAY	ST	AVENUE	OCEAN VIEW AVE EAST	550	A	U	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
MULLET	ST	OCEAN VIEW BLVD EAST	END	540	A	U	20	2	0	0	0	0	0	10	0	0	0	N	N	N	N	N	N	N	100			
OCEAN VIEW EAST	BLVD AVENUE A	AVENUE C	END	1090	A	U	20	2	0	0	0	0	0	100	0	0	0	N	N	N	N	N	N	N	100			
SEA GULL	ST	OCEAN VIEW BLVD WEST	END	1125	A	U	20	2	0	0	0	0	0	100	0	0	0	N	N	N	N	N	N	N	100			
WINDJAMMER	DR	OCEAN VIEW BLVD WEST	END	375	A	U	20	2	0	0	0	0	0	100	0	0	0	N	N	N	N	N	N	N	100			

Date: February 23, 2016
To: Board of Commissioners
From: Commissioner Fletcher
Re: Audit Committee Members

At the February meeting, the commissioners established a chairman of the Audit Committee. The chairman is responsible for appointing members to the Audit Committee. Ben Byrnside, Mark Fleischhauer and Ron Skubic have indicated their willingness to serve. The ordinance requires confirmation of the members appointed by the Board of Commissioners.

I recommend confirmation of these individuals to serve by consensus of the Board.



Date: February 26, 2016

To: Board of Commissioners

From: Planning & Zoning Board - Chairman Ralph Martin

The Planning & Zoning Board at their February 23, 2016 regular meeting agreed to have Regular Member Sullivan present the findings of the Sewer Advisory Committee to the Holden Beach Board of Commissioners during its upcoming meeting. At this time, a broadening of the original scope that could include items such as lightning strikes, power outages and power surges etc., in addition to the flooding and over washes could be discussed and added / addressed by the Sewer Advisory Committee if the Board of Commissioners wishes to do so.

Sewer Advisory Committee Status Update

The motion establishing the Sewer Advisory Committee, (SAC) contained the following pertinent authorizing language. “The scope of the Advisory Committee’s functions shall be to (A) review and assess the vulnerability of the Town’s sanitary sewer system, including the lift stations, to flooding from storm surge; (B) provide estimates with respect to the level of flooding to which the system is vulnerable; (C) report on the types of potential failures related to pumps, controls and electrical subsystems to which the sewer system is vulnerable and provide estimates with respect to the time and cost required to repair such failures and return the sewer system to operation in the event of a flood; (D) report on the availability and methods or options available to secure the availability of replacement parts in the event of failure; (E) review and report on protective measures and emergency systems in place in other oceanfront communities in North Carolina that rely upon similar sewer systems; and (F) review and present, with recommendations, engineering and systems alternatives for mitigating the vulnerability of the Town’s sewer system and preparing for the prompt recovery of that system in the event of a failure as a result of flooding.”

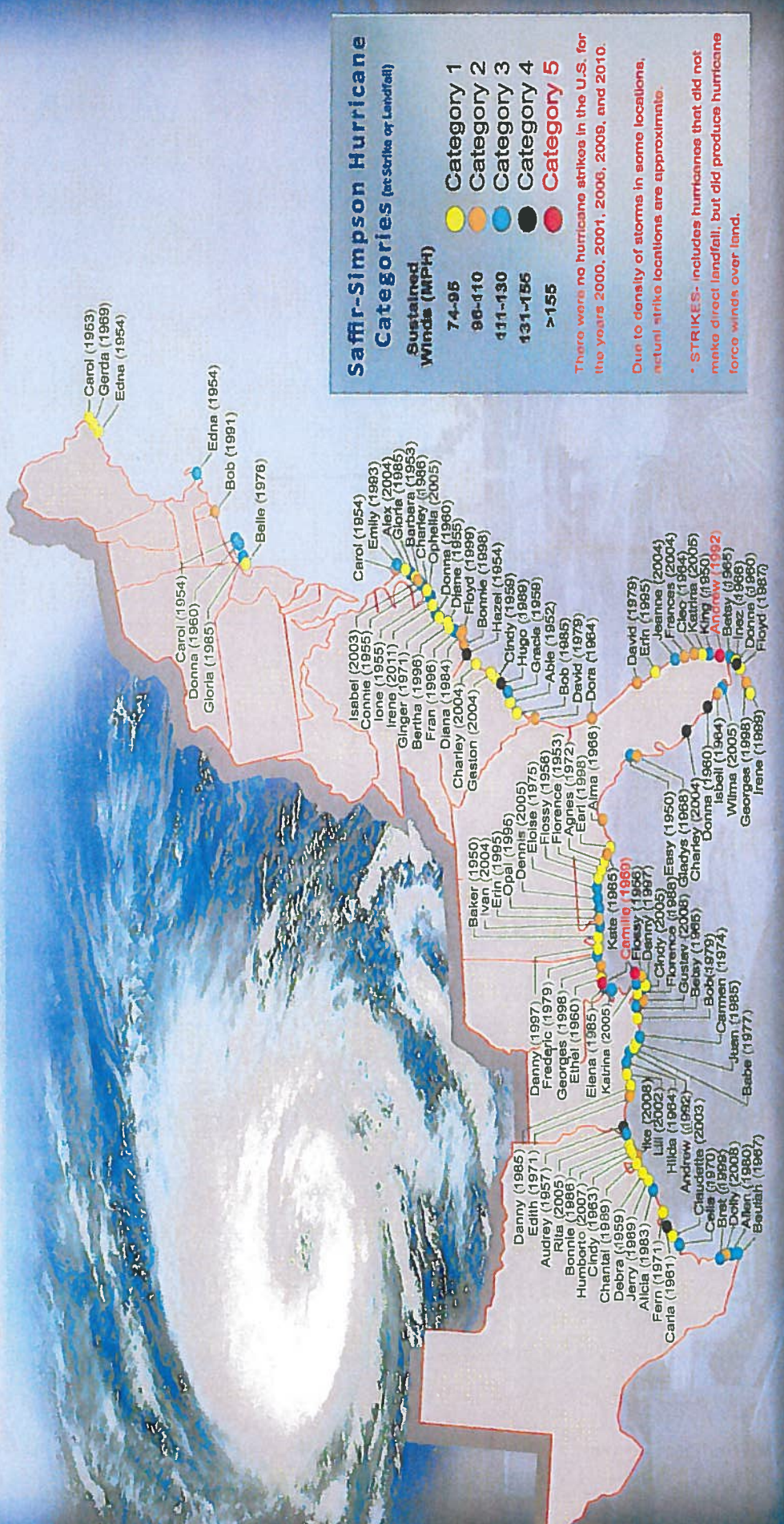
Scope

- A. Determine system vulnerability to flooding and storm surge
- B. Flood levels that impact system
- C. Types of potential failures and time and cost to repair
- D. Availability of replacement parts
- E. Review other similar systems in coastal NC communities
- F. Present recommendations

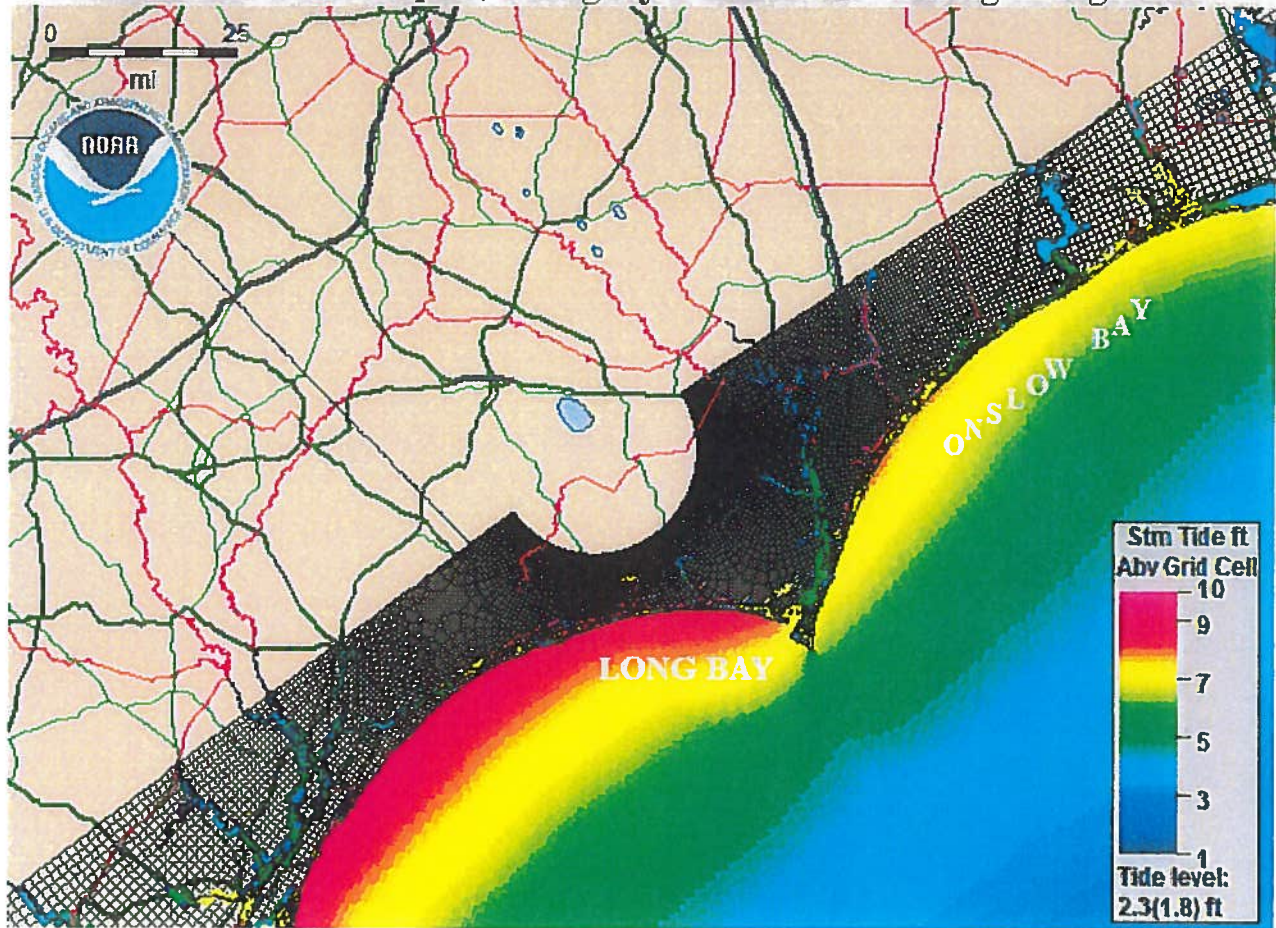
- A. The scope of the motion authorizing SAC limits the review to issues related to storm surge and flooding. The majority of the committee members present at the initial committee meeting recommended that the scope be expanded to include any and all foreseeable threats to the system. As examples, electrical outages, lightning strikes, auto accidents and employee error.

- B. Tim Evans tried to get available information related to the severity and frequency of storms/hurricanes impact on Holden Beach. Tim contacted a number of agencies and reports they could not provide any definitive information, specific to Holden Beach, in addition to the 100 year flood map data. After the meeting, David Hewett sent an email, from NOAA, which provided information related to storms along the coast (see attached) and a P&Z member provided documentation relative to storm surge along the U.S. coastline. Although neither has the specificity SAC was hoping to find, they do offer insight relative to the number and severity of storms along the Carolina coast in general.
- C. Public Works, provided an estimate of 700,000.00.for the replacement of the pumps and electrical components situated at the four pump houses. In addition, there is a lead time of up to three months in procuring replacement sewage pumps.
- D. Discussion disclosed that each pump station contains unique component parts. A pump in pump station #1 is most likely not interchangeable with a pump from another station. This applies to a significant portion of component parts. This makes the possibility of Holden Beach becoming a participant in a parts sharing program difficult. Entering into such an agreement, imposes legal obligations on the participants. The town will have to explore the viability of such a program.
- E. Initial inquiries show that most, if not all, similar sewer systems, in the immediate area, store the vulnerable, to flooding and or storm surge, component parts in a structure above the Base Flood Elevation.
- F. Leo Green, an engineer and SAC member, using FEMA's preliminary flood zone maps, prepared sketches of structures for the housing of the vulnerable pump station equipment above the base flood elevation (BFE). His analysis discovered that pump station 1 is above BFE, but pump stations 2, 3 and 4 need to be raised between five –six feet to be above BFE. The committee has asked the town to allocate funds for the retention of an independent engineer to do a cost analysis for the raising of pump stations 2, 3 and 4.

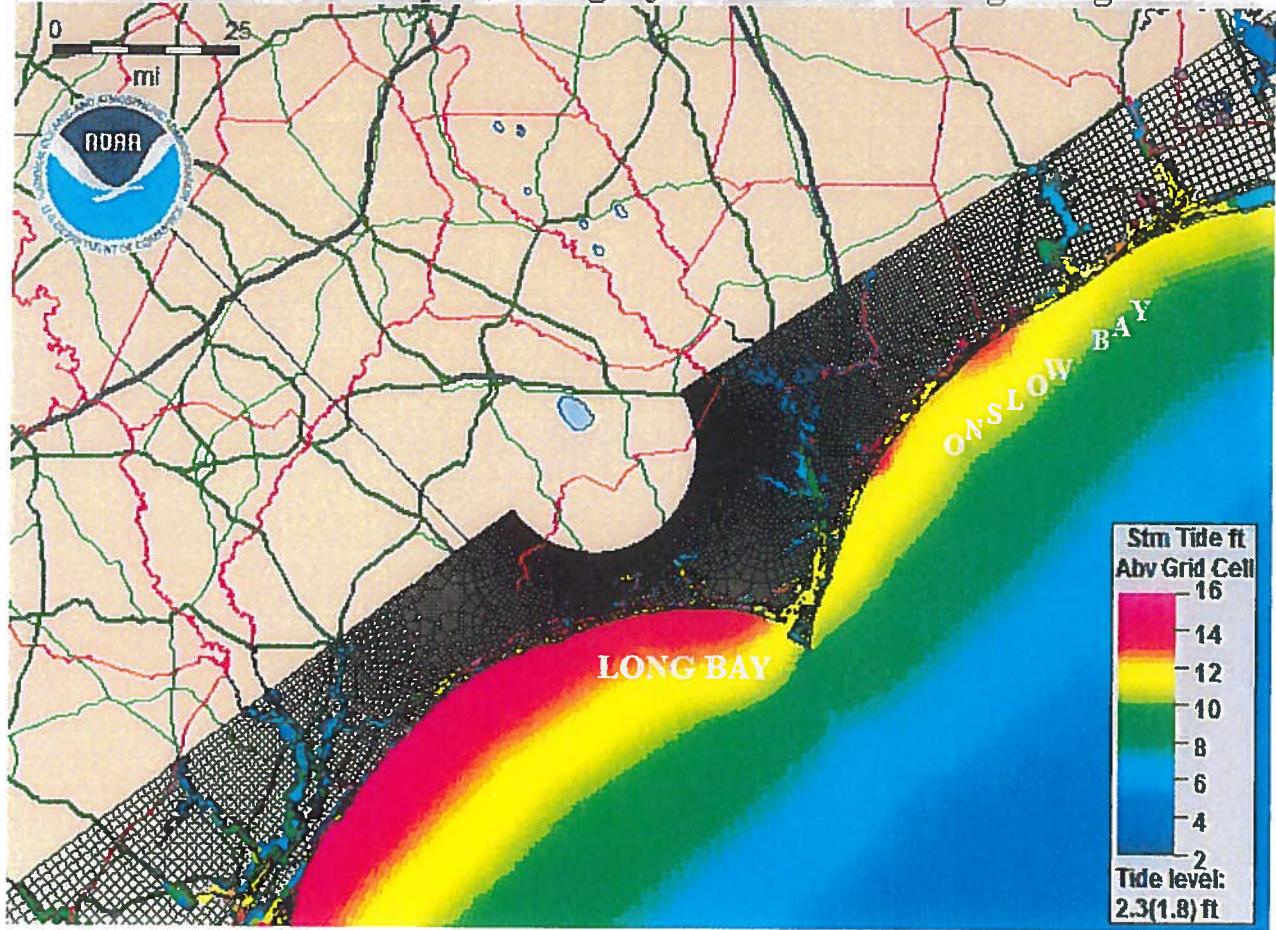
CONTINENTAL UNITED STATES HURRICANE STRIKES 1950-2011*



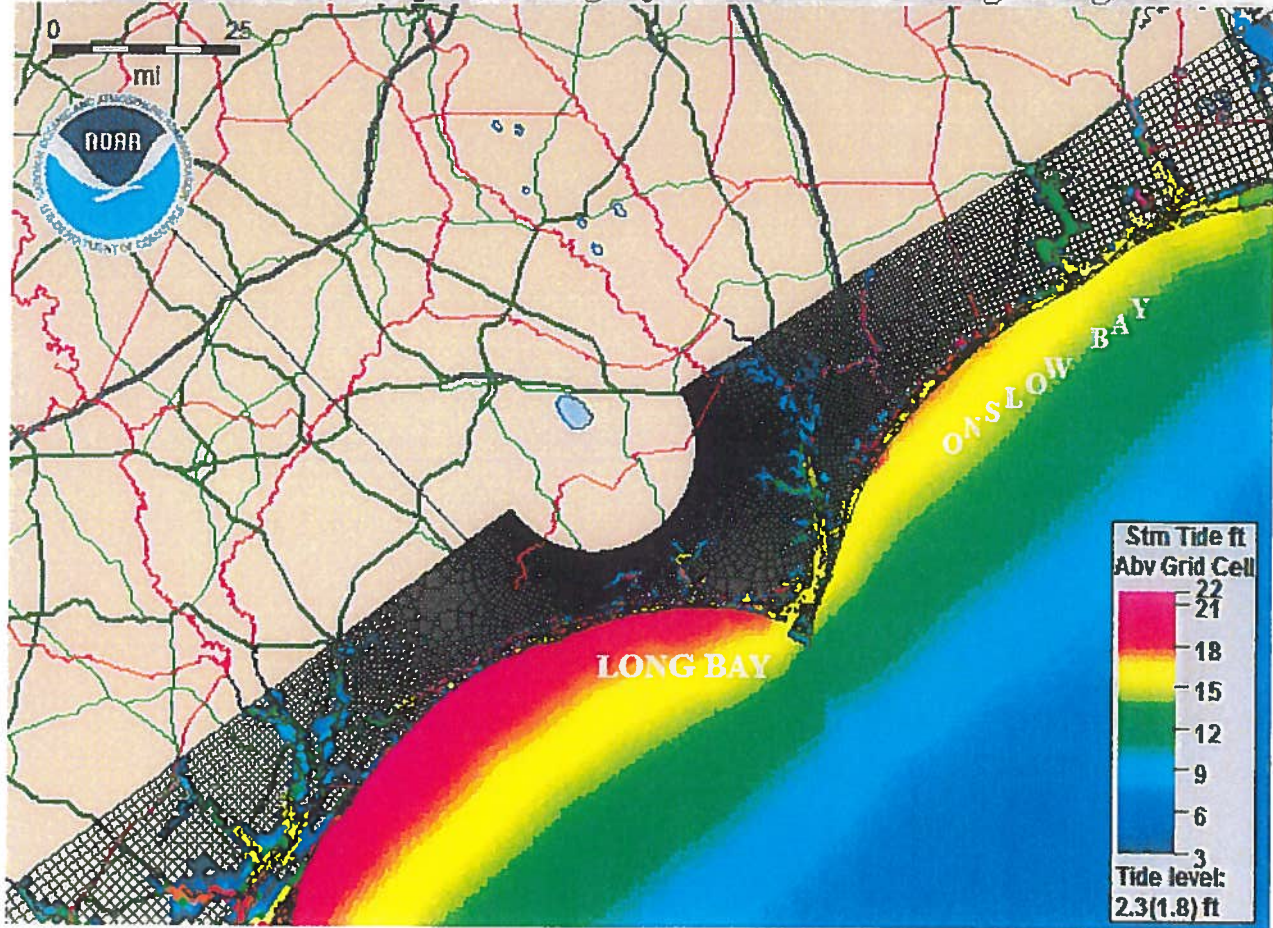
Maximum water depth, Category 1 Hurricane hitting at high tide



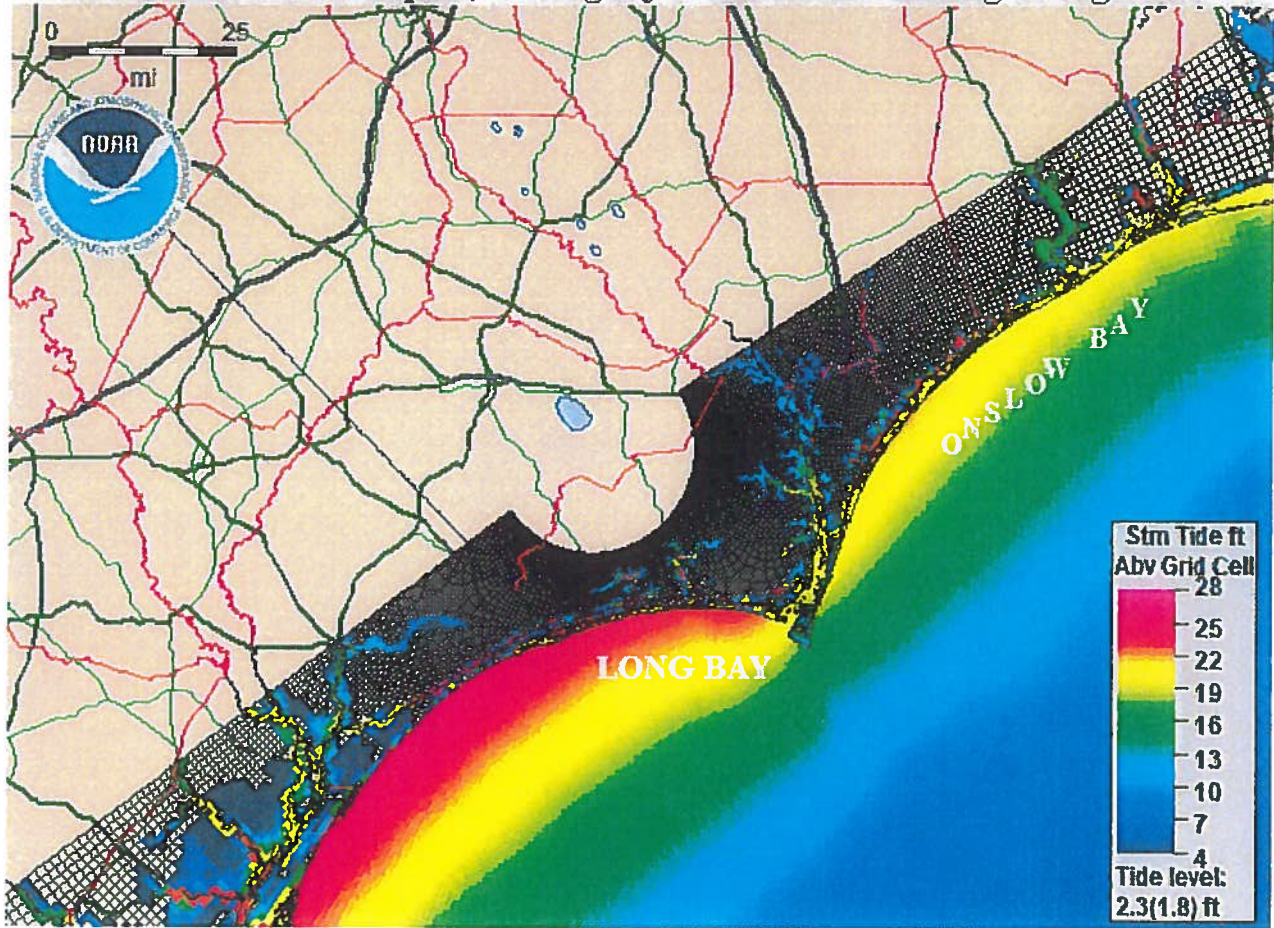
Maximum water depth, Category 2 Hurricane hitting at high tide



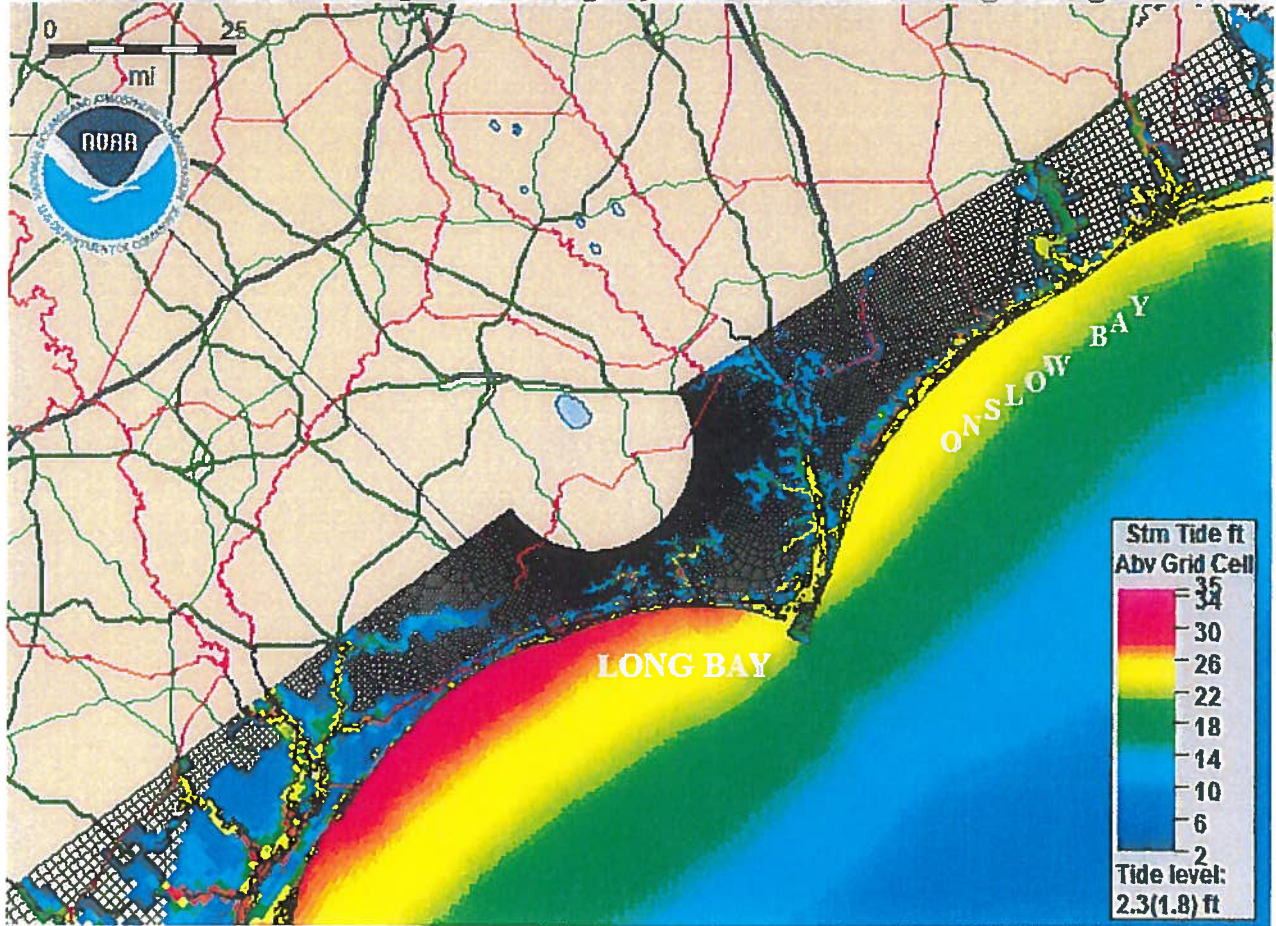
Maximum water depth, Category 3 Hurricane hitting at high tide



Maximum water depth, Category 4 Hurricane hitting at high tide



Maximum water depth, Category 5 Hurricane hitting at high tide





Date: February 3, 2016

To: Board of Commissioners

From: Planning & Zoning Board - Chairman Ralph Martin

The Board of Commissioners requested that the P&Z Board review the noise ordinance and submit options to included commercial areas.

The Planning & Zoning Board voted unanimously at their regular meeting on January 26, 2016 to send a memo to Board of Commissioners, the following list of options to the noise ordinance.

- Leave current ordinance as written and monitor the situation.
- Include commercial district in ordinance. (applying noise ordinance to everyone)
- Redefine residential district 157.060 of the Holden Beach Ordinances.
- Exempt commercial use in commercial district.



Date: February 4, 2016

To: Commissioners and Mayor Holden

From: Heather Finnell, Town Clerk HF

Re: Proposed Ordinance – Chapter 30: Town Government and Officials (§30.25)

At the January meeting, the Board of Commissioners voted to remove verbiage from Ordinance 15-10, which had been approved at a previous meeting. In order to implement those changes, the Board needs to adopt the amendment in ordinance form.

Ordinance 16-07 is enclosed for the Board's consideration.

TOWN OF HOLDEN BEACH
ORDINANCE 16-07

AN ORDINANCE AMENDING THE HOLDEN BEACH CODE OF ORDINANCES, CHAPTER 30: TOWN GOVERNMENT AND OFFICIALS (§30.25)

BE IT ORDAINED BY the Town BOC of Holden Beach, North Carolina that the Holden Beach Code of Ordinances, Chapter 30: Town Government and Officials (§30.25), be amended as follows:

Section One: Amend Section 30.25 to read as follows (changes in italics):

§ 30.25 COMMISSIONS, BOARDS, AGENCIES AND AUTHORITIES ESTABLISHED BY ORDINANCE OR UNDER THE AUTHORITY OF THE BOC

Except as otherwise expressly provided for in these ordinances: (1) no person shall be appointed or elected by the BOC, or pursuant to any authority delegated by the BOC, as a voting or non-voting member or officer or other official of any commission, board, agency, authority or other similar group or body established by ordinance or otherwise under the authority of the BOC (other than committees and sub-committees of the BOC that are comprised only of members of the BOC or the Audit Committee of the BOC) who is member of the BOC; the Town Manager, Town Attorney, Town Clerk, Police Chief or any full or part-time employee of the town who reports to any of the foregoing; a contractor, consultant or other person providing good or services to the town in consideration of cash or other thing valued at more than \$1,000 in any one year or an officer or material owner thereof; or the spouse, domestic partner, child, parent or sibling of any of the foregoing; (2) no such person, once so appointed or elected, shall remain a member, officer or other official thereof, if such person is or subsequent to his or her appointment or election becomes any of the foregoing; and (3) all persons so elected or appointed shall be either residents of the town or owners of residential property located within the town.

In addition, without limiting the foregoing and notwithstanding any other provisions of these regulations to the contrary, none of the Town Manager, any employee of the town reporting to the Town Manager, the Town Clerk or the Town Attorney shall serve or function as the chairperson, vice chairperson, secretary or any similar capacity of (1) any commission, board, agency, authority or other similar group or body established by ordinance or otherwise under the authority of the BOC, or (2) any committee, working group or similar group thereof; provided, however that this shall not prevent any such persons from providing logistical and advisory support to such commission, board, agency, authority or other similar group or body or any committee, working group or similar group thereof, and such support shall be provided at the request of the chairperson or secretary thereof.

~~In addition, without limiting the foregoing and notwithstanding any other provisions of these regulations to the contrary: (1) no person shall be appointed or elected by the BOC as a voting or non-voting member or officer or other official of the Board of Adjustment; and (2) no such person, once so appointed or elected, shall remain a member, officer or other official thereof if such person is or subsequent to his or her appointment or election becomes: (A) a licensed real estate agent or an officer, owner or management employee of any licensed real estate agency doing any material business in the town; (B) a licensed construction or construction trades contractor or an officer,~~

~~owner or management employee of any licensed construction or construction trades contractor company doing any material business in the town; or (C) the spouse, domestic partner, child, parent or sibling of any of the foregoing.~~

Section Two: The Town Clerk is directed to forward this ordinance to American Legal Publishing for inclusion in the next published supplement to the Holden Beach Code of Ordinances.

Section Three: This ordinance shall be effective the 9th day of March, 2016.

Adopted this the 8th day of March, 2016.

ATTEST:

J. Alan Holden, Mayor

Heather Finnell, Town Clerk



Date: February 29, 2016

To: Commissioners and Mayor Holden

From: Public Works Director Chris Clemmons C.C

Re: Multijurisdictional Disaster Debris Solicitation

This is a request to participate in a multijurisdictional solicitation for disaster debris proposals.

The contract the Town had with Unified Recovery for disaster recovery has expired and they are no longer in business. The Town's last request for proposals had zero response.

The Town has an option to participate in a joint solicitation for a disaster debris contract with Brunswick County. A joint multijurisdictional contract would give the Town the same level of service as if we were the primary contract holder and would fulfill FEMA requirements in order to allow us to qualify for federal disaster relief and reimbursements. The Town would be able to declare an emergency at any time, without Brunswick County needing to activate the contract.

Participation in the solicitation does not contractually obligate the Town to anything. However; given the economies of scale that such an arrangement should bring, staff anticipates a favorable solicitation and recommends the Town take part in the County's process. A formal agreement based on the solicitation would be the next step and is expected to be available for Board consideration in June.

Recommend Board approve Town participation in the multijurisdictional solicitation for Disaster Debris Services.

Multi-Jurisdictional Disaster Debris Management and Monitoring Request for Proposals

- During the summer of 2015, Brunswick County received several questions from town representatives regarding our inter-local agreements.
- These inter-local agreements allowed the towns to “piggy back” on the county’s disaster debris management and monitoring contracts.
- Since the signing of these agreements in 2010, FEMA has made several changes and NCDPS suggested the agreements be updated.
- The county has chosen to have multi-jurisdictional contracts where the municipalities would be signatories on the contracts. This will allow any municipality to activate these contracts without the county having to do so. Any municipality that doesn’t choose to participate in the RFP would need to obtain their own contracts.
- Currently, the county has agreements with Ceres for Disaster Debris Management and Witt O’Briens for Disaster Debris Monitoring. Both companies have agreed to honor these contracts during the bid process and the plan is to have new contracts in place prior to the upcoming hurricane season.
- The county is preparing a multi-jurisdictional request for proposals for both the management and monitoring contracts. We are asking each local government to email a response by March 18, 2016 to micki.bozeman@brunswickcountync.gov if they plan to participate in this RFP.



Brunswick County

Multi-Jurisdictional Disaster Debris Management & Monitoring

Request for Proposals

**COUNTY OF BRUNSWICK
REQUEST FOR PROPOSALS
FOR MULTI-JURISDICTIONAL DISASTER DEBRIS
PLANNING AND SUPPORT MANAGEMENT**

INTRODUCTION

Brunswick County, North Carolina is located in the southernmost region of the state along the NC/SC border. The county is bordered on the west by South Carolina, the north by Columbus County, the east by New Hanover County, and the south by the Atlantic Ocean. The county is one of the largest counties in the state with a land area of approximately 856 square miles. The county has 19 municipalities. The fulltime population of Brunswick County is 118,836; however, during the summer this number swells to approximately 250,000. The safety of residents during and after a disaster is a top priority for Brunswick County government. Part of ensuring the safety of citizens in the aftermath of a disaster is dependent upon a timely cleanup process.

For the purpose of this Multi-Jurisdictional Request for Proposals, the County will imply inclusion of the Brunswick County Government along with each municipality (Bald Head Island, Belville, Boiling Spring Lakes, Bolivia, Calabash, Carolina Shores, Caswell Beach, Holden Beach, Leland, Navassa, Northwest, Oak Island, Ocean Isle Beach, Sandy Creek, Shallotte, Southport, St. James, Sunset Beach, and Varnamtown) as individual partners. Any jurisdiction will be able activate the contract individually regardless of whether the Brunswick County Government activates.

In the past, Brunswick County has been hit by a number of tropical storms and hurricanes. Each of these resulted in minor damages, while some resulted in major damages to the County and its infrastructure. The aftermath of the storms, and the cleanup associated with them has overwhelmed the County in the past. Because of this, Brunswick County is seeking to contract with a firm to manage debris removal, reduction and disposal activities in the aftermath of a disaster, as well as provide all Brunswick County municipalities with the emergency resources necessary to mitigate a major disaster.

SCOPE OF SERVICES

The selected firm shall assist the County and municipalities listed above herein after referred to as "County" or "Brunswick County", with disaster debris management services to include, but not limited to:

- Development of a FEMA approved Disaster Debris Management Plan for Brunswick County and revising the plan as needed by meeting with the county prior to the beginning of Hurricane Season each year.
- Develop forms, databases, etc. for tracking field activities, submitting invoicing to FEMA, etc. Such forms and invoices must be compatible with county software and approved by county personnel.
- Provide training to county staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection contractor and county, state and federal agencies.
- Provide field inspectors to monitor disaster debris collection contractors (cleanup crews) to ensure collection is provided in accordance with county and FEMA standards, including contractual provisions specified in county disaster debris collection contract.

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- Provide field inspectors at designated check points to check and verify information on debris removal and at Temporary Debris Staging and Processing Facilities (TDSPF) located throughout the county.
- Assist the county in the development of a detailed scope of work for debris collection contract activities. Assist the county in the planning and implementation of the debris removal contract activities.

The selected firm shall be responsible for the training scheduling, dispatching and logistical operations of the field inspectors assigned to work areas for temporary storage facilities and disaster debris collection, including, but not limited to:

- Meet with county staff and disaster debris collection contractor initially and periodically to review, formulate and update cleanup plans.
- Coordinate with all local, state and federal agencies as needed for Temporary Debris Staging and Processing Facilities (TDSPF) on issues such as notification, obtaining permits, determining reimbursement, etc.
- Provide preliminary assessment and documentation of TDSPF and assist in return of site to original conditions.
- Provide personnel to supervise the operation of TDSPF including monitor incoming loads of debris, processing of debris, and outgoing loads of processed debris.
- Set up schedules for monitors each day and determine cleanup crew assignments.
- Monitor and record the cubic yard capacity of each truck added into service; this shall be the physical measurement of the truck bed or trailer.
- Keep records of cleanup crew trucks: cubic yards, time in and out, number of loads per day, and other data as requested by the county.
- Coordinate with the county to respond to problems in the field, such as property damage complaints, cleanup crew issues, other customer complaints, etc. CONTRACTOR shall maintain a detailed database of customer complaints and resolution.
- Conduct end of day activities, such as verifying completion of cleanup crew assignments, completion of all record keeping, trucks have left disposal site and locking down facilities.
- Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps and trees.
- Daily report to the county of cleanup crew assignments - locations working and number of trucks assigned, total loads and cubic yards collected, updated map of streets where debris is collected.
- Daily personnel tracking sheets (field reports) shall be maintained for all personnel assigned to the project. Problems noted shall be logged into a database, reported to county personnel and addressed/resolved.
- Prepare daily and periodic tracking reports to support debris removal, TDSPF operations, and final debris disposal for FEMA and audit purposes. Includes maintaining a database of debris managed and costs incurred, and reconciliation of debris collection contractor invoices.
- Compile records and forms and assist the county with the preparation of FEMA and Federal required forms for Reimbursement Submittals.

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Selected firm shall be responsible for providing work space and equipment necessary to perform their duties as part of the negotiated rate. This includes, but is not limited to:

- Office space, including electrical power/generator.
- Computers, printers, software and all related equipment.
- Office furnishings
- Office supplies
- Cell phones
- Cameras, batteries, etc.
- Any other equipment needed for their operations.

Additional support shall be provided, if requested by the county:

- Development and implementation of public information efforts.
- Setup of telephone answering banks and provision of customer service personnel.
- Other support activities related to disaster response activities.
- Support with submittal of information to FEMA and the Federal Highway Administration.

SUBMITTAL

Proposals shall include all required forms, attachments, and information requested. Proposals shall consist of the following five (5) sections:

Experience

Provide a brief overview of the firm's history and organization. Include the name of the firm's contact person, telephone and fax number, and email address.

Describe the firm's experience in debris management in detail.

Personnel Resources

Provide an organizational chart of key personnel to be assigned to the project.

Provide resumes of key personnel assigned to the project, which demonstrates experience related to debris management.

Describe the firm's ability to handle multiple contractual obligations in the event of a regional or statewide disaster involving a number of public entity clients under contract for similar support.

Provide an outline of the training program and the safety program.

Similar Projects

Provide a list of five (5) similar projects. Include the project approach, results, status and cost of services.

References

Provide references for each of the five (5) similar projects with contact person, address, and telephone number.

Price Proposal

Provide an hourly pay rate chart for key personnel assigned to the project. The rates charged for this contract should be "all-in" prices. The county intends to pay one hourly rate per employee class. The

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REQUEST FOR PROPOSALS
FOR MULTI-JURISDICTIONAL DISASTER DEBRIS
PLANNING AND SUPPORT MANAGEMENT**

hourly rate shall include personnel costs, per-diem, travel, safety gear, office space and supplies and any other incidental costs. The only reimbursable cost allowed will be mileage for personal vehicles used during monitoring efforts.

The following personnel categories will be allowed for cleanup event activities (i.e., anticipated FEMA reimbursable activities):

1. On-Site Project Manager
2. Site Supervisor or Area Supervisor
3. Tower Monitor
4. Field Monitor
5. Administrative support staff

Other personnel categories may be proposed for pre-event planning activities.

Termination for Cause

If the successful CONTRACTOR fails to provide any services described in the contract, or fails to meet any obligations contained therein, the Activating Municipality reserves the right to immediately terminate the contract by providing written notice to the CONTRACTOR. The CONTRACTOR will then have 30 days to cure the default. If said default cannot be cured within 30 days of the written notice, the Activating Municipality may then demand its own time table, or terminate the contract.

Termination for Convenience without Cause

The Activating Municipality may terminate this contract at any time for any reason by giving at least thirty (30) days written notice to the CONTRACTOR. If the contract is terminated by the Activating Municipality as provided herein, the CONTRACTOR will be paid a fair payment as negotiated with the Activating Municipality for the work completed as of the date of termination.

Minimum Insurance Requirements

Provide minimum insurance requirements as listed in Attachment A.

All proposals are to be hand delivered or post-marked no later than Thursday, March 3, 2016 by 4:00 pm. One (1) original and two (2) copies of the complete proposal for a total of three (3) sets should be submitted. Each should be clearly marked "**RFP – Multi-Jurisdictional Disaster Debris Planning and Support Management.**"

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Attachment A

BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS

At CONTRACTOR'S expense, CONTRACTOR shall procure and maintain the following minimum insurances with insurers licensed in North Carolina and rated A-VII or better by A.M. Best:

- A. **COMMERCIAL GENERAL LIABILITY**
Covering all operations involved in this Agreement.
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Personal and Advertising
Injury Limit \$ 5,000 Medical
Expense Limit
- B. **WORKERS' COMPENSATION**
Statutory limits covering all employees, including Employer's Liability with limits of:
\$500,000 Each Accident
\$500,000 Disease - Each Employee
\$500,000 Disease - Policy Limit
- C. **COMMERCIAL AUTOMOBILE LIABILITY**
\$1,000,000 Combined Single Limit – Any Auto
- D. **PROFESSIONAL LIABILITY**
\$1,000,000 Per Occurrence
- E. **POLLUTION LIABILITY INSURANCE**
\$1,000,000 Per Occurrence

CONTRACTOR shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of three (3) years following termination of the Agreement.

ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

- A. CONTRACTOR agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities 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 in connection with or arising out

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of this Agreement and/or the performance hereof that are due in part or in the entirety of CONTRACTOR, its employees or agents. CONTRACTOR further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto.

The CONTRACTOR'S General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:
BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

- B. Before commencement of any work or event, CONTRACTOR shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. CONTRACTOR shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. Brunswick County shall have no liability with respect to CONTRACTOR'S personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of CONTRACTOR.
- E. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
- F. The Certificate of Insurance should note in the Description of Operations the following:
 - Department: Solid Waste
 - Contract #:
- G. Insurance procured by CONTRACTOR shall not reduce nor limit CONTRACTOR'S contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. In the event CONTRACTOR receives Notice of Cancellation of Insurance required pursuant to this Agreement, CONTRACTOR shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management personnel within twenty-four (24) hours.
- I. Certificate Holder shall be listed as follows:
 - ATTENTION: Brunswick County Risk Manager

**COUNTY OF BRUNSWICK
REQUEST FOR PROPOSALS
FOR MULTI-JURISDICTIONAL DISASTER DEBRIS
PLANNING AND SUPPORT MANAGEMENT**

30 Government Center Dr. NE
P.O. Box 249
Bolivia, NC 28422

- J. If CONTRACTOR is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, CONTRACTOR shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

Brunswick County, North Carolina
Multi-Jurisdictional Request for Proposals

INTRODUCTION

Brunswick County, North Carolina is located in the southernmost region of the state along the NC/SC border. The county is bordered on the west by South Carolina, the north by Columbus County, the east by New Hanover County, and the south by the Atlantic Ocean. The county is one of the largest counties in the state with a land area of approximately 856 square miles. The county has 19 municipalities. The last known fulltime population of Brunswick County is 116,005; however, during the summer this number swells to approximately 250,000. The safety of residents during and after a disaster is a top priority for Brunswick County government. Part of ensuring the safety of citizens in the aftermath of a disaster is dependent upon a timely cleanup process.

For the purpose of this Multi-Jurisdictional Request for Proposals, “the county” will imply Brunswick County Government and “Activating Municipality” will imply Brunswick County Government and each municipality (Bald Head Island, Belville, Boiling Spring Lakes, Bolivia, Calabash, Carolina Shores, Caswell Beach, Holden Beach, Leland, Navassa, Northwest, Oak Island, Ocean Isle Beach, Sandy Creek, Shallotte, Southport, St. James, Sunset Beach, and Varnamtown) as individual partners. The Brunswick County Government and all 19 municipalities listed above are herein after referred to as “Activating Municipality”. Any jurisdiction will be able activate the contract individually regardless of whether the Brunswick County Government activates. This also includes setting up of disaster debris management sites.

In the past, Brunswick County has been hit by a number of tropical storms and hurricanes. Each of these resulted in minor damages, while some resulted in major damages to the county and its infrastructure. The aftermath of the storms, and the cleanup associated with them has overwhelmed the county in the past. Because of this, Brunswick County is seeking to contract with a firm to manage debris removal, reduction and disposal activities in the aftermath of a disaster, as well as provide all Brunswick County municipalities with the emergency resources necessary to mitigate a major disaster.

SCOPE

The scope of work for this contract will be divided into two parts: Debris Management and Emergency Resources.

Part I – Debris Management

The county is responsible for debris management and removal in the unincorporated areas of the county. All municipalities are responsible for debris management and removal in their respective incorporated area. The planning figures listed below include debris from all municipalities.

Brunswick County, North Carolina Multi-Jurisdictional Request for Proposals

The Debris Management section is divided into three sections:

- Section 1 is for debris removal and disposal operations
- Section 2 is for debris management site operations
- Section 3 is for debris clearance from right-of-ways and public property

Specific work authorizations by the Activating Municipality will be through written task orders. Task orders will define the job to be accomplished, location of the job, timeframe for completion, rates to be used, etc. Any job with requirements or rates not covered by this Proposal will be negotiated.

The CONTRACTOR is authorized to conduct debris removal operations from dawn until dusk seven days per week. The CONTRACTOR must be duly licensed to perform work in accordance with the State of North Carolina statutory requirements. The CONTRACTOR shall obtain all permits necessary to complete work. It shall be the responsibility of the CONTRACTOR to determine what permits are necessary to complete work. Copies of all permits shall be submitted to the Activating Municipality's Debris Manager.

The quantity of work required to complete this contract is estimated. The actual effort required may be more or less than the estimated amount in the Proposal. Payment will be made at the unit rates proposed. The output will be verified by the Activating Municipality's Debris Manager.

The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections of such violations shall be of no additional cost to the Activating Municipality. All subcontractors must have the approval of the Activating Municipality's Debris Manager prior to being contracted.

When possible, local contractors shall have priority over others when subcontracting for debris removal.

Planning Standard for Debris Removal and Disposal

The county has selected a Category 3 wet hurricane that impacts the entire county with equal intensity as its planning standard. The worst case debris volume anticipated from such a storm impacting the entire county with equal intensity is approximately 150,000 tons of clean woody debris and 360,000 tons of mixed Construction and Demolition (C&D) debris. This quantity is a planning figure and is not a fixed quantity for contractual obligations. The actual volume of debris may be greater than or less than that stated above. For the purpose of this RFP, and solely for the purpose of standardizing the contents of all submittals, the CONTRACTOR shall use a planning figure of 150,000 tons of vegetative debris and 360,000 tons of C&D debris. The CONTRACTOR will be responsible for the lawful disposal of all debris and debris reduction by-products generated at all debris management sites.

Brunswick County, North Carolina
Multi-Jurisdictional Request for Proposals

Section I – Debris Removal, Reduction and Disposal Operations

Services

The CONTRACTOR shall provide all necessary equipment, operators and laborers for debris removal, reduction, and disposal operations. The work done under this contract shall consist only of that work that is directed by the Activating Municipality.

Work may include, but shall not be limited to:

- Gathering the debris
- Loading the debris
- Hauling the debris to an approved debris management site or landfill
- Dumping the debris at the debris management site or landfill
- Management and operation of debris reduction sites to accept, process, reduce, incinerate, and dispose of disaster related debris.

The CONTRACTOR will be responsible for paying all landfill tipping fees. Activating Municipalities will not be responsible for tipping fees at the authorized landfill. Tipping fees should be included in the unit prices bid. Debris delivered to the landfill will be paid based on the price per ton according to the agreed on price. A Load Ticket should be completed upon delivery of debris to any site. Load tickets should record with specificity where debris is collected (street address), the amount of material collected, hauled, reduced and disposed.

Debris Management Sites

The CONTRACTOR shall use only debris management sites that have prior approval from the Activating Municipality and the Department of Environmental Quality.

The county landfill, located at 172 Landfill Rd. NE, Bolivia, NC will be the primary debris management site. In cases of extreme damage, the Activating Municipality may designate other debris management sites.

Equipment

All trucks and equipment must be in compliance with all applicable federal, state and local regulations. Trucks used for hauling debris must be able to rapidly dump their load without the assistance of other equipment, and be equipped with a tailgate that will effectively contain the debris during transport and will allow the truck to be filled to capacity.

It is preferred that the CONTRACTOR use mechanical equipment to load and reasonably compact debris into the trucks and trailers. No hand loading shall be allowed.

Brunswick County, North Carolina
Multi-Jurisdictional Request for Proposals

Prior to commencing operations, the CONTRACTOR shall affix to each piece of equipment signs or markings indicating the owner/operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 5" in height.

The CONTRACTOR shall submit to the Activating Municipality all certifications indicating the type of vehicle, make, model and license plate numbers of all vehicles used to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the CONTRACTOR and an authorized representative of the Activating Municipality. Maximum volumes may be rounded up to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on signs affixed to each piece of equipment. The Activating Municipality reserves the right to re-measure trucks at any time to verify reported capacity.

Trucks or equipment that are designated for use under this contract shall not be used for any other work during working hours. The CONTRACTOR shall not solicit work from private citizens to be performed in the designated Debris Management Zone during the period of this contract. Under no circumstances will the CONTRACTOR mix debris being hauled for other contracts with debris hauled under this contract. The Activating Municipality has the right to reject any piece of equipment that is considered unsafe or functionally unreliable.

The CONTRACTOR will be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that the load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in operation.

Other Considerations

The CONTRACTOR shall assign and provide an Operations Manager (OM) to the Activating Municipality's Emergency Operations Center to serve as the principle liaison between the Activating Municipality's Debris Manager and the CONTRACTOR'S forces. The OM must be knowledgeable of all facets of the CONTRACTOR'S operations and have authority in writing to commit the CONTRACTOR. The OM shall be on call 24 hours per day, seven days per week. The OM will report to the Activating Municipality's Debris Manager.

The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. The CONTRACTOR must provide a safe working environment, including properly constructed monitoring towers; safety of the

Brunswick County, North Carolina Multi-Jurisdictional Request for Proposals

contractor's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of the contract.

Curbside segregation of debris and disaster-generated or related wastes will be an element of the Activating Municipality's disaster recovery program. The debris removal and disposal CONTRACTOR will be required to aid in the segregation and waste stream management processes. Any Household Hazardous Waste (HHW) encountered by the debris removal CONTRACTOR is to be set aside. HHW disposal will be the responsibility of the resident. The following items are considered HHW for the purpose of this contract:

- Used oil
- Batteries
- Paint
- Aerosol spray cans
- Pesticides
- Antifreeze
- Fluorescent light bulbs
- Propane tanks (household size)
- Gasoline
- Freon

The CONTRACTOR will also be required to aid in the segregation, removal and disposal of special waste such as leaners, hangers, stumps, sand, derelict vehicles and vessels, e-waste, waterway debris, etc. If hauled to the landfill site regular tip fees will apply to these items. CONTRACTOR should include pricing for special wastes as indicated above in the proposal response.

Method of Measurement and Payment

Debris removal from public property and right of ways shall include the gathering, loading, hauling, dumping, reduction and/or disposal of debris at a designated Debris Management Site or authorized landfill. Debris delivered to the debris management site or landfill will be measured by the inbound truck tonnage or measured cubic yard by a representative from the Activating Municipality. Payment shall be made at the unit rate shown in the Price Proposal Form A. (Attachment A) Tipping fees will be charged upon delivery of material to the landfill. Tipping fees will not be waived at the landfill and will be in addition to the unit prices bid.

Hauling of material from a debris management site to an authorized landfill shall include the hauling and dumping of material. Measurement shall be by the inbound truck tonnage or measured cubic yard and payment shall be made at the unit price noted in the Price Proposal Form A. (Attachment A)

Brunswick County, North Carolina
Multi-Jurisdictional Request for Proposals

Section II – Debris Management Site Operation

Services

The CONTRACTOR will select acceptable temporary debris staging sites and have them approved by the Activating Municipality's Debris Manager.

The minimum requirement for the Brunswick County Government is four sites, in addition to the primary landfill site located at 172 Landfill Rd. NE, Bolivia, NC. The CONTRACTOR will be responsible for having these sites approved by the Department of Environmental Quality and the property owners. When deemed necessary, the Activating Municipality may select additional debris management sites to be utilized by the CONTRACTOR. Where necessary, the CONTRACTOR will be responsible for site preparation and restoration. This should include land clearing, sodding or road preparation necessary to make the site usable for its intended purposes. After use, the site should be returned to its original condition.

The CONTRACTOR shall provide equipment, operators and laborers for debris management site operations as specified by a task order. The work shall consist of managing the operations of a debris management site and performing debris volume reductions by air curtain incineration and/or mechanical grinding of disaster generated debris as directed by the Activating Municipality's Debris Manager.

Brunswick County plans to use two types of debris management sites in cases with extreme amounts of debris:

- Vegetative debris management sites will be devoted to the reduction of clean, woody debris by either burning or grinding.
- Mixed debris and construction and demolition (C&D) debris management sites may be operated as transfer points. Mixed C&D debris will be deposited at these sites and then reloaded for final transport to the authorized landfill.

The CONTRACTOR shall supervise and direct the work using skilled labor and proper equipment for all tasks. The CONTRACTOR shall be responsible for control of vehicular and pedestrian traffic in the work area.

Reporting

The CONTRACTOR shall submit a report to the Activating Municipality's Debris Manager by 10:00 a.m. the following work day for the previous day's work. Each report shall contain the following:

- Contractor's name
- Contract number
- Daily and cumulative hours for each piece of equipment, if appropriate
- Daily and cumulative hours for personnel, if appropriate

**Brunswick County, North Carolina
Multi-Jurisdictional Request for Proposals**

Failure to provide audit quality information will subject the CONTRACTOR to nonpayment in each instance at the sole discretion of the Activating Municipality.

Method of Measurement and Payment

Debris delivered to a debris management site, including vegetative debris, mixed debris and C&D debris will be measured based on the inbound truck tonnage or measured cubic yard by a representative of the Activating Municipality. Payment for debris delivered shall be paid in accordance with unit prices listed in the Price Proposal Form A. (Attachment A)

Debris processed at a debris management site by either burning or grinding will be measured based on the inbound truck tonnage or measured cubic yard as noted on the Load Ticket completed upon delivery to the site. Payment for processing shall be in accordance with the unit prices listed in the Price Proposal Form A. (Attachment A)

Debris Management Site operations, including: acceptance of inbound material, initial stockpiling of inbound material, general stockpile management, site monitoring, loading of material for final disposal, litter control, grading, removal and segregation of inadvertently delivered hazardous materials and other general site management activities shall be measured by the inbound truck tonnage or measured cubic yard as noted on the Load Ticket completed upon material delivery to the site. Payment for site management shall be compensated at the unit price listed in the Price Proposal Form A. (Attachment A)

Section III – Debris Clearance (for access) from Right-of-Ways and Public Property

The county normally provides debris clearance from unincorporated right-of-ways and public property. The intent of this section of the contract is for the CONTRACTOR to provide assistance to the Activating Municipality with debris clearance in cases of extreme debris. In such cases that the CONTRACTOR assists the Activating Municipality with debris clearance, CONTRACTOR will be reimbursed at an hourly rate as specified beforehand.

No payments may be based on time and material costs unless limited to work performed during the first seventy (70) hours of actual work following a disaster event.

For work performed on a time and material basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance and any other costs associated with the equipment including labor and operator unless labor costs are identified separately in the Task Order. All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation and any other associated costs.

Brunswick County, North Carolina
Multi-Jurisdictional Request for Proposals

Method of Measurement and Payment

Debris Clearance shall be compensated for at the hourly rates listed in the Price Proposal Form B. (Attachment B)

Part II – Emergency Resources

The CONTRACTOR shall provide the Activating Municipality with a list of Emergency Resources they can provide with payment rates, such as:

- Generators
- Chain saws
- Tents
- Shower units
- Water pumps
- Etc.

The above list should not be considered conclusive, but any proposal should include the above at a minimum. Potential contractors should feel free to add items to the list as they see fit. The addition of items to the above list will not give priority to any particular contractor.

The CONTRACTOR shall include a rate schedule for items on the list of Emergency Resources. Any Emergency Resources provided by the CONTRACTOR shall be in the possession of the Activating Municipality no later than 24 hours after the disaster event has passed and the all-clear has been given.

Part III – Insurance

Brunswick County minimum insurance coverage requirements are stated in Attachment C.

RESPONSE TO RFP

Parties wishing to submit a response to this RFP shall provide documentation sufficient to clearly demonstrate that their firm meets or exceeds the requirements set forth in this RFP. Failure to provide this documentation may result in the proposal being determined non-responsive. All parties shall submit along with the RFP proof of insurance and bonding, licenses, financial records and a minimum of four (4) references.

The contract term will be a one year contract with four (4) one year renewal options, for a total maximum contract term of five (5) years.

For planning purposes, the County requires a 5% bid guarantee from each CONTRACTOR submitting a proposal; therefore, a bid bond, certified check, or other

Brunswick County, North Carolina
Multi-Jurisdictional Request for Proposals

negotiable instrument accompanying a bid as assurance that the CONTRACTOR will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. Performance and Payment Bond for 100% of the contract value price shall be required for this project. Either cash, money order, certified check, an irrevocable letter of credit or submission of a Performance and Payment Bond completed and signed by all parties and submitted to the county upon award of the Contract by the Brunswick County Board of Commissioners. This Performance and Payment Bond will remain in effect for a period of one (1) year with four (4) one year renewal options from the effective date of the contract, or until such time as the County terminates the contract.

The conditions of the Performance and Payment Bond are such that once the Proposal is accepted by the county, the CONTRACTOR agrees within five (5) days after written notice: (a) to execute a written contract in the form and manner required by the county, in accordance with the proposal, and upon the terms, conditions and prices set forth therein, and (b) to execute the Performance and Payment Bond required, valued in the amount specified above; or furnish an alternative form of security acceptable to the county. Upon demand, the amount secured by this Performance and Payment Bond in good and lawful money of the United States of America will be paid to the county upon failure of the CONTRACTOR to comply with any and all of the foregoing requirements within the time specified above.

Method of Payment

1. The contract to be awarded under this RFP will be a stand-by contract that will only be activated in the face of an emergency or disaster. The CONTRACTOR may be called upon to perform debris management or provide emergency resources, with the total dollar value of work to be performed being unknown until the disaster has struck. Invoices should be submitted on a regular basis and for no more than thirty (30) day periods.

Instructions to Proposers

1. Submissions

Proposals should be submitted in the format outlined in this RFP, and should be a complete response to the RFP. This proposal should be submitted on recycled content paper in a sealed envelope that shows the name and address of the person or persons submitting the proposal. All requested documents should be submitted with the proposal including proof of insurance, financial records, licenses and references.

Brunswick County, North Carolina
Multi-Jurisdictional Request for Proposals

Proposals must be post marked or received by 4:00 PM on Friday, April 8, 2016. Submit three (3) copies of the proposal to:

Brunswick County
Solid Waste & Recycling
Micki Bozeman
P.O. Box 249
Bolivia, N.C. 28422

The proposal should be signed by an officer authorized to make a binding commitment for the agency making the proposal. All cost and price information submitted by the CONTRACTOR will remain irrevocable for a period of 120 days from the date of submittal.

2. Changes to the Proposal

Changes to the proposal may be made at any time prior to the deadline for receiving proposals, however, all changes must be submitted in writing in an envelope marked "Modifications to Proposal." The proposal and modifications will be opened at the same time, and the proposal changed accordingly.

3. Proposal Reservations

To the extent allowed by applicable state and federal laws, Brunswick County reserves the right to reject any proposal that is nonconforming, non-responsive, unbalanced or conditional proposals. A proposal will be considered nonconforming if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

Brunswick County also reserves the right to reject any proposal if it believes that the Proposer is unqualified, or of doubtful financial ability. The proposal may also be rejected if the Proposer fails to meet any other pertinent standard or criteria established by the county.

Acceptance of Proposals

Brunswick County intends to award a contract to the Proposer that best satisfies the needs of the Activating Municipalities. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP. Selection of a firm will be based upon both technical factors and price. The technical criteria that will be used for evaluation are listed in this RFP. Brunswick County reserves the right to conduct negotiations with all responsible Proposers. This does not commit Brunswick County to award a contract. Brunswick County may award a contract solely on the basis of the proposal submitted without any negotiations.

Brunswick County, North Carolina Multi-Jurisdictional Request for Proposals

Contents of the proposal may become contractual obligations if a contract is awarded. Failure of the Proposer to honor these obligations may result in cancellation of the award.

Award of Contract

After careful review of the proposals, the name of the apparent successful Proposer will be submitted to the Brunswick County Commissioners for final consideration and award of contract.

Once the Proposal is accepted by Brunswick County, the CONTRACTOR agrees within five (5) days after notice of being selected as the apparent successful proposer to execute a written contract in the form and manner required by the County, in accordance with the proposal, and upon the terms, conditions and prices set forth therein, to be submitted to the Board of Commissioners for final approval, and within five (5) days after notice of approval by the Board of Commissioners to execute the Performance and Payment Bond required, valued in the amount specified above; or furnish an alternative form of security acceptable to the county.

Any contract modifications and amendments must be submitted in writing.

Termination Clauses

1. Non-Appropriation of Funds

Notwithstanding any other provision of the agreement, if funds for the continued fulfillment of the agreement by the county are at any time not forthcoming, or are insufficient through failure of any entity to appropriate funds or otherwise, then Activating Municipality will have the right to terminate the agreement without penalty, by giving prior written notice documenting the lack of funding in which instance: unless otherwise agreed to by the parties, the agreement will terminate and become null and void on the last day of the fiscal period for which appropriations were received.

2. Termination for Cause

If the successful CONTRACTOR fails to provide any services described in the contract, or fails to meet any obligations contained therein, Activating Municipality reserves the right to immediately terminate the contract by providing written notice to the CONTRACTOR. The CONTRACTOR will then have 30 days to cure the default. If said default cannot be cured within 30 days of the written notice, Activating Municipality may then demand its own time table, or terminate the contract.

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Multi-Jurisdictional Request for Proposals

Immediate Termination for Convenience without Cause

The Activating Municipality may terminate this contract at any time for any reason by giving at least thirty (30) days written notice to the CONTRACTOR. If the contract is terminated by the Activating Municipality as provided herein, the CONTRACTOR will be paid a fair payment as negotiated with the Activating Municipality for the work completed as of the date of termination.

3. Authority to Terminate

The County Manager or County Commissioners is authorized to terminate this contract on behalf of the county.

The Activating Municipality's Town Manager or Activating Municipality's governing board is authorized to terminate this contract on behalf of the Municipality.

4. Force Majeure

It is mutually understood and agreed that the contract holder shall be waived of its obligations under the contract during any period or period of time when acts of God, war or public enemy render impossible its performance under the contract. In such case, the contract holder shall give the county and the Activating Municipality prompt oral notification followed by written notice of the particulars and estimated duration of said Force Majeure.

5. Law to Govern

The parties acknowledge that the contract is made and entered into in Brunswick County, North Carolina, and will be performed in Brunswick County, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under contract, and that North Carolina law shall govern the interpretation and enforcement of the contract and any other matters relating to the contract. The parties further agree that any and all legal actions or proceeding relating to the contract shall be brought in a state or federal court sitting in Brunswick County, North Carolina. By executing the contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Brunswick County, North Carolina.

Price Proposal Form A

**Hurricane/Disaster Debris Removal, Reduction and Disposal
Part A – Volume based pricing**

Item/Description	Estimated		Unit	Unit Price at Debris Management Site (Does not include tip fees)	Unit Price at landfill site (includes tip fees)	Estimated Total
	Quantity	Unit				
Public property and right-of-way pickup and hauling to a designated site or disposal site.	500,000	Tons				
	2,000,000	Cubic yards				
Temporary debris management site operations (when applicable), debris acceptance, pile management and material loading for transport.	500,000	Tons				
	2,000,000	Cubic yards				
Processing of vegetative debris through grinding and/or chipping.	150,000	Tons				
	600,000	Cubic yards				
Volume reduction through air curtain incineration of vegetative debris.	150,000	Tons				
	600,000	Cubic yards				
Hauling of material from debris management site to county landfill (when applicable).	500,000	Tons				
	2,000,000	Cubic yards				
Totals						

† Current tipping fees for informational purposes only. Should not be included in unit prices bid but will be charged upon delivery of material to the landfill:

- C&D (Construction and Demolition) - \$59.00 per ton
- MSW (Municipal Solid Waste) - \$59.00 per ton
- Yard Debris - \$22.50 per ton

Price Proposal Form B
Hourly Prices for Debris Clearance for Access

Equipment Type	Hourly Rate	Equipment	Hourly Labor Rate	Total Hourly Rate
Small Loader				
Crew Foreman with phone and pickup truck				
Dozer, Tracked, D5 or similar				
Dozer, Tracked, D6 or similar				
Dozer, Tracked, D7 or similar				
Dozer, Tracked, D8 or similar				
Dump Truck, 18 CY-20 CY				
Dump Truck, 21 CY-30 CY				
Generator and lighting				
Grader with 12' blade				
Hydraulic Excavator, 1.5 CY				
Hydraulic Excavator, 2.5 CY				
Knuckle boom loader				
Laborer with chainsaw				
Laborer with small tools, traffic control, flag person				
Lowboy trailer with tractor				
Operations Manager with phone and pickup truck				
Pickup truck .5 ton				
Soil compactor <81 HP				
Soil compactor >80 HP				
Soil compactor, towed unit				
Truck flatbed				
Tub grinder, 800-1,000 HP				
Water truck				
Wheel loader, 2.5 CY, 950 or similar				
Wheel loader, 3.5-4 CY, 966 or similar				
Wheel loader, 4.5 CY, 980 or similar				
Wheel loader-backhoe. 1.0-1.5 CY				
Other -- please list				

BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS



At CONTRACTOR'S expense, contractor shall procure and maintain the following recommended lines of insurance according to the scope of work. The county may choose to elect higher or lower coverages according to the work performed. CONTRACTORS must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best.

- A. **COMMERCIAL GENERAL LIABILITY**
 Covering all operations involved in this Agreement.
 \$2,000,000 General Aggregate
 \$2,000,000 Products/Completed Operations Aggregate
 \$1,000,000 Each Occurrence
 \$1,000,000 Personal and Advertising Injury Limit
 \$ 5,000 Medical Expense Limit

- B. **WORKERS' COMPENSATION**
 Statutory limits covering all employees, including Employer's Liability with limits of:
 \$500,000 Each Accident
 \$500,000 Disease - Each Employee
 \$500,000 Disease - Policy Limit

- C. **COMMERCIAL AUTOMOBILE LIABILITY**
 \$1,000,000 Combined Single Limit – Any Auto

- D. **PROFESSIONAL LIABILITY**
 \$1,000,000 Per Occurrence

- E. **POLLUTION LIABILITY INSURANCE**
 \$1,000,000 Per Occurrence

When a CONTRACTOR is required to bind pollution/environmental coverage, the CONTRACTOR must provide evidence of continuation or renewal of liability insurance for a period of three (3) years following termination of the agreement.

ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

- A. CONTRACTOR agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities 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 in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of CONTRACTOR, its employees or agents. CONTRACTOR further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto.

The CONTRACTOR'S General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

- B. Before commencement of any work or event, CONTRACTOR shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. CONTRACTOR shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of CONTRACTOR.
- E. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
- F. The Certificate of Insurance should note in the Description of Operations the following:
 Department: Solid Waste
 Contract #:
- G. Insurance procured by CONTRACTOR shall not reduce nor limit CONTRACTOR'S contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. In the event CONTRACTOR receives Notice of Cancellation of Insurance required pursuant to this Agreement, CONTRACTOR shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management personnel within twenty-four (24) hours.
- I. Certificate Holder shall be listed as follows:
- ATTENTION: Brunswick County Risk Manager
 30 Government Center Dr. NE
 P.O. Box 249
 Bolivia, NC 28422
- J. If CONTRACTOR is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, CONTRACTOR shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

Revised 01/2015



**TOWN OF HOLDEN BEACH
2016 BOARD OF COMMISSIONERS' MEETING SCHEDULE
6:30 P.M., 3RD TUESDAY OF EACH MONTH
LOCATION –TOWN HALL PUBLIC ASSEMBLY**

April 19th

May 17th

June 21th

July 19th

August 16th

September 20th

October 18th

November 15th

December 20th