

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
ROUTINE BUSINESS AND AGENDA SETTING MEETING**

**August 14, 2017**

**3:00 PM**

**I. Call to Order**

**II. Invocation/Pledge of Allegiance**

**III. Adjustments/Approval of Agenda**

**IV. Approval of Consent Agenda**

1. Administration - Ratification of Scheduling and Advertising of the Bald Head Island Transportation Authority Public Hearing

Request that the Board of Commissioners ratify the action to schedule the Bald Head Island Transportation Authority Public Hearing for August 21, 2017 and advertise accordingly.

2. Attorney - Bond Agreement Extension North Myrtle Liquidating Trust

Request that the Board of Commissioners approve a six month extension to the Bond Replacement Agreement with the North Myrtle Liquidating Trust.

3. Board Appointment - Juvenile Crime Prevention Council (JCPC) - Designee for the County Manager

Request that the Board of Commissioners approve Mr. Richard Ohmer to serve as the County Manager's designee on the Juvenile Crime Prevention Council (JCPC).

4. Engineering - Avalon Completion of Infrastructure Board Update and Request to Approve Final Payment to Contractor

Request that the Board of Commissioners approve the release of retainage to the contractor less \$15,000 in liquidated damages, and approve the use of retained liquidated damages as payment for the original unpaid County Stormwater Permit Fee for Avalon Bonded Escrow Work.

5. Finance - Fiscal Item

Request that the Board of Commissioners approve Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature presented on the consent agenda.

-Transfer from excess budgeted funds in property and general liability to cover an error in the budgeted amount for laptop computer replacements \$32,000.

-Cape Fear Regional Jetport Grant Additional Funding

Appropriate additional grant funding for NCDOT grant 36237.45.15.1 final grant modification in the amount of \$48,327 with local cash match of \$4,837 and NCDOT award of \$43,535.

6. Finance - Equipment Lease Agreement For Tub Grinder and Screener

Request that the Board of Commissioners approve the resolution and authorize the County Manager to execute the documents related to a Governmental Lease Purchase Agreement for the purchase of a Tub Grinder and Screener for use at the landfill for yard debris.

7. Health and Human Services - Ratification of Approval of the Independent Contractor Agreement for Brunswick Housing Opportunities, Inc.

Request that the Board of Commissioners ratify the action taken by the County Manager to approve the contract for Brunswick Housing Opportunities in the amount of \$50,000.

8. Library - Application for State Aid

Request that the Board of Commissioners approve an application for State aid to Public Libraries for Fiscal Year 2017/2018.

**V. Presentation**

**VI. Administrative Report**

1. Administration - Surplus Property Offer - Parcel 182MB009 (Steve Stone, Deputy County Manager)

Request that the Board of Commissioners consider an offer of \$400.00 for tax parcel 182MB009.

2. Administration - Planning Board Composition (Ann Hardy, County Manager)

Request that the Board of Commissioners consider action to clarify the composition of the Planning Board and amend Section 1-2-17 of the Brunswick County Code of Ordinances to reflect the same.

3. Administration - Commissioners' Schedule of Meetings (Ann Hardy, County Manager)

Request that the Board of Commissioners revise their schedule of meetings for regular meetings to occur on the First Monday of each calendar month at 3 pm and the Third Monday of each calendar month at 6 pm. In the event that either date falls on a legal holiday, the meeting will fall on the next business day.

4. Administration - Brunswick County Schools Teacher/Staff Development Luncheon (Ann Hardy, County Manager)

Request that the Board of Commissioners approve payment of \$2,500 in support of the Brunswick County Teacher/Staff Development Luncheon and the payment to Middle of the Island.

5. Administration - Amendment to Brunswick Guarantee for Textbooks and Software and Eligible Dependents of Veterans (Ann Hardy, County Manager)

Request that the Board of Commissioners approve a revision to the Brunswick Guarantee Program with Brunswick Community College to provide up to \$750 per semester per student for instruction required textbooks and software less any reimbursements or refunds received by the college and approve the program for eligible dependents of veterans.

6. Administration - Establish Agenda for Commissioners' Regular Meeting of August 21, 2017 (Ann Hardy, County Manager)

Request that the Board of Commissioners establish Agenda for Commissioners' Regular Meeting of August 21, 2017.

**VII. Other Business/Informal Discussion**

**VIII. Adjournment**



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**August 14, 2017**

**From:**  
Andrea White

**Action Item # IV. - 1.**

Administration - Ratification of Scheduling and Advertising of the  
Bald Head Island Transportation Authority Public Hearing

**Issue/Action Requested:**

Request that the Board of Commissioners ratify the action to schedule the Bald Head Island Transportation Authority Public Hearing for August 21, 2017 and advertise accordingly.

**Background/Purpose of Request:**

At the June 5, 2017 Regular Meeting, the Board of Commissioners approved a Resolution in support of Senate Bill 391 and the creation of a Ferry Transportation Authority. The Bill was signed by the Governor on July 18, 2017 (SL2017-120).

The Board of Commissioners are required by statute to hold a Public Hearing to adopt both a resolution to form the Authority and the Articles of Incorporation. The Notice of Public Hearing was advertised in the State Port Pilot on August 2, 2017 and the Brunswick Beacon on August 3, 2017.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable.

**County Manager's Recommendation:**

Recommend that the Board of Commissioners ratify the action to schedule the Bald Head Island Transportation Authority Public Hearing for August 21, 2017 and advertise accordingly.

**ATTACHMENTS:**

Description

- 2017 Public Notice for the Bald Head Island Transportation Authority

**NOTICE OF PUBLIC HEARING ON PROPOSED  
CREATION OF A BALD HEAD ISLAND TRANSPORTATION AUTHORITY**

The public will take notice that the Board of Commissioners of Brunswick County will conduct a public hearing at the Brunswick County Government Center in the Commissioners' Chambers, located in the David R. Sandifer Building, 30 Government Center Drive, NE, Bolivia, NC 28422, at 6:00 p.m. on August 21, 2017, to consider whether it and the Village Council of the Village of Bald Head Island and the Board of Alderman of the City of Southport should join in the organization of a Bald Head Island Transportation Authority ("Authority") to operate a reliable and safe ferry and barge transportation system to transport passengers and freight between the City of Southport and the Village of Bald Head Island, to provide parking facilities for those passengers on the mainland, and to provide tram service on the island; to enhance the quality of life, mobility, and circumstances of the residents of the Brunswick County; and to promote economic development and tourism throughout the Cape Fear region, while protecting and preserving the environment. The following are the proposed Articles of Incorporation for the Authority:

**ARTICLES OF INCORPORATION  
OF  
BALD HEAD TRANSPORTATION AUTHORITY**

In compliance with the Ferry Transportation Authority Act, Article 29 of Chapter 160A of the North Carolina General Statutes, the Village Council of the Village of Bald Head Island, North Carolina, the Board of Alderman of the City of Southport, North Carolina, and the Board of Commissioners of Brunswick County, North Carolina, each pursuant to a resolution signifying its determination to organize an Authority pursuant to G.S. 160A-683, which Authority shall be a public body and body politic of the State of North Carolina, hereby certify that:

1. The name of the Authority is the "Bald Head Island Transportation Authority."
2. The Authority is organized under Article 29 of Chapter 160A of the North Carolina General Statutes.
3. The names of the organizing entities for the Authority are the Village of Bald Head Island, the City of Southport, and Brunswick County.
4. The Authority shall be governed by Board of Trustees consisting of eleven (11) members selected and serving in accordance with Article 29 of Chapter 160A of the North Carolina General Statutes.
5. The registered agent for service of process shall be the Chairman of the Board of Trustees or such other agent as the Board of Trustees may designate and whose name and address is provided to the North Carolina Secretary of State.

Andrea White  
Clerk to the Brunswick County  
Board of Commissioners



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**August 14, 2017**

**Action Item # IV. - 2.**

**From:**  
Bryan Batton, Asst. County Attorney

Attorney - Bond Agreement Extension North Myrtle Liquidating Trust

**Issue/Action Requested:**

Request that the Board of Commissioners approve a six month extension to the Bond Replacement Agreement with the North Myrtle Liquidating Trust.

**Background/Purpose of Request:**

In August of 2013, Brunswick County entered into a bond replacement agreement with Bond Safeguard Insurance Company and the North Myrtle Liquidating Trust. Since that time, all escrowed funds have been expended on the installation of infrastructure.

In the Seawatch subdivision, there is still remaining infrastructure which has not been installed. Pursuant to the agreement, a new purchaser will be required to post a bond replacement agreement upon the sale of the property. To date, no buyer has come forward.

The subdivisions Ocean Isle Palms and Ocean Ridge, Phase 5, Section II, have reached resolution. A six month extension has been requested in order to avoid litigation and focus on a solution to the benefit of all parties.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Attorney's Recommendation:**

Approve a six month extension to the Bond Replacement Agreement with the North Myrtle Liquidating Trust and authorize Manager to execute.

**Advisory Board Recommendation:**

Not Applicable.

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve a six month extension to the Bond Replacement Agreement with the North Myrtle Liquidating Trust.

**ATTACHMENTS:**

Description

- Bond Replacement Agreement

## **BRUNSWICK COUNTY BOND REPLACEMENT AGREEMENT**

### **NORTH MYRTLE LIQUIDATING TRUST**

This **Bond Replacement Agreement** (the "Agreement") is entered into as of August \_\_\_\_, 2013, between and among Brunswick County, a political subdivision of the State of North Carolina ("County"), Andrew Bolnick, as Trustee (the "Trustee") for the North Myrtle Liquidating Trust under Trust Agreement dated September 7, 2012 (the "Trust"), and Bond Safeguard Insurance Company, an Illinois corporation (the "Bonding Company"), with reference to the following facts:

#### **Recitals**

- A. The Bonding Company is the surety, and the County is the obligee, on the twelve (12) surety bonds identified on Exhibit A hereto, originally issued on behalf of the named principal (the "Existing Bonds"), and each of the Existing Bonds secures performance of an Improvement Guarantee Agreement ("IGA"), as modified, between the County and the principal on the corresponding Existing Bond. The face amount of the Existing Bonds in the aggregate is \$11,921,060.26.
- B. Trustee and Bonding Company previously entered into that certain Agreement and Release dated December 4, 2012 (the "Prior Agreement"), between and among themselves and various entities identified as the "Coastal Parties" therein, related to the Existing Bonds.

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- C. Certain real estate properties previously owned by various of the Coastal Parties, and to which the Existing Bonds apply, as more particularly shown on Exhibit B, have now been transferred to the Trustee as the new fee owner thereof (the "Trust Properties").<sup>1</sup>
- D. As contemplated by the Prior Agreement, the Trustee has requested the County agree to accept replacement bonds from the Trustee's successor owner(s)/developer(s) of the respective Trust Properties, in order to facilitate the orderly completion of the subdivision infrastructure and future sale and development of the Trust Properties.
- E. The Trustee has agreed to install, or to have installed on or before August 19, 2015, by his respective, successor owner(s)/developer(s) of the Trust Properties, infrastructure costing \$5,500,000 within the three (3) subdivisions in which the Trust Properties are located, which infrastructure is the subject of the Existing Bonds.
- F. The County and the Bonding Company have pending litigation related to the Existing Bond obligations, which the parties desire to dismiss without prejudice based upon the commitments and obligations as more specifically set forth herein.
- G. The County desires that bonded infrastructure improvements in certain phases of subdivisions called Ocean Isle Palms, Seawatch and Ocean Ridge, where lots have been sold to members of the general public and are owned by said public, be completed as soon as practical (subject to the August 19, 2015, deadline), and the Trustee agrees to assist the County in good faith in achieving this goal.
- H. The County and the Trustee desire to work together in good faith to attempt to resolve related development issues in phases of subdivisions where the Trustee owns lots, including mutual actions related to: (1) provision of needed easements, (2) potential construction of

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<sup>1</sup> References to Trust Properties include Phases or Lots in the Trust Properties as required by context for proper interpretation of this Agreement.  
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nearby infrastructure needed to serve said subdivision phases, (3) potential construction of unbonded infrastructure, (4) potential exchange of Trust-owned lots with existing owners' lots to facilitate de-platting of certain phases, where practical and advisable, and (5) transfer of development and environmental permits to the correct parties for future development.

- I. Upon performance by all parties as hereinafter set forth, it is the parties' intent that the County release all claims under the Existing Bonds, and the Existing Bonds shall be cancelled and returned to the Bonding Company and the obligations under the IGAs shall be released by the County, as hereinafter set forth.
- J. The parties to the Prior Agreement agree that the terms and conditions of this Agreement shall be deemed to satisfy the conditions of the Prior Agreement among those parties.

Now, therefore, for and in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties agree as follows:

#### **AGREEMENT**

1. **Incorporation of Recitals and Exhibits.** The above recitals are true and correct, and together with all exhibits hereto, are incorporated by reference herein as part of this Agreement.
2. **Review of Existing Bonds.** Incident to the management, operation, marketing and sale of the Trust Properties, the Trustee (and/or its successor(s) in title) shall review the following matters pertinent to the Existing Bonds:
  - a. The scope of subdivision infrastructure required pursuant to each Existing Bond;
  - b. The status of subdivision infrastructure physically in-place pursuant to each Existing Bond, and the physical condition thereof;

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- c. The estimated cost for completion of the subdivision infrastructure which is the subject of each Existing Bond, to the extent such work has not yet been completed or needs to be repaired to be operational and permitted;
- d. The feasibility of performing certain portions of the subdivision infrastructure related to any Existing Bond, including the potential enhancement of the marketability of the subject Trust Property and/or potential reduction of third-party owner impacts resulting from incomplete subdivision infrastructure;
- e. In cooperation with the County, the feasibility of alternative infrastructure solutions for each Trust Property which might result in a reduction of the "Developer Replacement Bond" (defined below) amounts that are required; and
- f. In cooperation with the County, the feasibility of de-platting certain portions of the Trust Properties to allow the elimination of the "Developer Replacement Bond" requirement for such Trust Property, including the swapping of lots owned by members of the general public so that phases of the subject subdivisions are entirely owned by the Trustee and may be de-platted.

The Trustee (and/or its successors in title) and County covenant and agree to cooperate with each other in good faith in the foregoing review process for the Existing Bonds and to act in good faith to reach agreement on the reasonable amount for the respective "Developer Replacement Bonds" (defined below), as applicable with respect to the various Trust Properties.

3. **Use of Bond Escrow Funds.** The Bonding Company and the Trustee are parties to that certain Escrow Agreement dated February 1, 2013 ("Escrow Agreement") pursuant to which Chicago Title Insurance Company, Raleigh, North Carolina, is the Escrow Agent for certain funds (the "Escrow Account"), pursuant to the Prior Agreement. The Bonding Company and

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Trustee acknowledge and agree that, based upon this Agreement, the Trustee and/or its successor owner(s)/developer(s) (as applicable for each subdivision or phase thereof) shall on or before August 19, 2015, install, or cause to be installed by third parties, infrastructure covered by the Existing Bonds costing in the aggregate \$5,500,000.00 (or less, but only if the infrastructure covered by the Existing Bonds and as agreed between the County and the Trustee can be completed for less), utilizing the funds under the Escrow Agreement (the "Bond Escrow Funds") to implement subdivision infrastructure improvements as deemed appropriate by the Trustee (or its applicable successor) and the County, pursuant to Paragraph 2, above, and this Paragraph 3. With respect to expenditure of the Bond Escrow Funds, the parties further agree as follows:

- a. The Trustee (or its applicable successor as to a subdivision or phase thereof) shall work in good faith with the County to determine the priority of the infrastructure work to be undertaken, and the Bonding Company shall have the right to review and approve such disbursement from the Escrow Account, which approval shall not be unreasonably withheld or delayed. In the event the Bonding Company fails to respond to a written request from the Trustee for approval hereunder within ten (10) business days, the Trustee shall send a second written notice providing for an additional five (5) business days for a response. If the Bonding Company does not timely respond after receipt of the second notice, the Bonding Company's approval shall automatically be deemed granted to such request.
- b. For purposes of this Paragraph 3, the Bonding Company, the County, and the Trustee have agreed that the Trustee (or its successor owner(s)/developer(s) shall have the right to propose an allocation of the Bond Escrow Funds to each of the following bonded subdivision projects: Ocean Isle Palms, Ocean Ridge Plantation,

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and Seawatch, based upon the Trustee's analysis of the existing bonded infrastructure requirements, revised or updated engineering cost estimates therefor, and the priorities/value of the required improvements. The Trustee shall provide the proposed allocation of the Bond Escrow Funds to the Bonding Company and the County, together with reasonable supporting information, for review and approval by the Bonding Company and the County, which approval shall not be unreasonably withheld or delayed. In any event, the Bonding Company and the County shall provide their approval or disapproval (with specific reasons therefor) within fifteen (15) calendar days after submittal by the Trustee of the proposed allocation. Once approved by the parties, the agreed allocation of the Bond Escrow Funds (the "Bond Escrow Fund Allocation") shall be binding on the parties, unless mutual agreement subsequently is reached on a re-allocation thereof, and the Trustee shall have the right to rely thereon in connection with the sale of any Trust Property to successor owner(s)/developer(s).

- c. Infrastructure costs may only include third-party construction contract costs, professional design fees and permitting fees. The Trustee (or its applicable successor) shall provide reasonable documentation to the County of all infrastructure costs.
- d. Should the Trustee wish to transfer certain phases or lots with incomplete, bonded infrastructure on or before August 19, 2015, the Trustee shall: (i) have the right to transfer or assign the right to use of the Bond Escrow Fund Allocation amount for such subdivision or phase thereof to the successor owner/developer, who then must assume the responsibility to the County in writing for completion of the designated infrastructure prior to the August 19, 2015, deadline, and (ii) cause the

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successor owner/developer to post the Developer Replacement Bonds as set forth in Section 4, below (provided, however, that the Bond Escrow Fund Allocation amount shall be deducted from the Developer Replacement Bond requirement). The Escrow Agreement shall be amended as set forth in Paragraph 3.e. In such event, the Trustee shall be deemed released from the obligation to expend the Bond Escrow Funds to the extent of the Bond Escrow Fund Allocation amount transferred or assigned to the successor owner/developer.

- e. The initial allocations to the respective subdivisions hereinabove may be revised by mutual agreement of the Trustee and the County in order to use the Bond Escrow Funds more efficiently, subject to the review and approval of the Bonding Company, which shall not be unreasonably withheld or delayed. The Escrow Agreement shall be amended so that the County may withdraw any Bond Escrow Fund Allocation to a successor owner/developer that is not spent for infrastructure improvements by August 19, 2015.

- 4. **Developer Replacement Bonds.** As required by the Prior Agreement, the Trustee has agreed that as a condition of the transfer of any Trust Property, he shall require each successor owner/developer of the Trust Properties subject to the Existing Bonds to post new replacement bonds with the County to secure completion of the subdivision infrastructure for such Trust Property covered by the Existing Bonds (together, the "Developer Replacement Bond(s)"), subject to the release of the Existing Bonds and the following terms and conditions:

- a. The Developer Replacement Bond amount for each such Trust Property shall be that amount determined mutually by the Trustee and the County for each affected Trust Property, pursuant to the process set forth in Paragraph 2 above. Any portion of



the bonded infrastructure work that is to be constructed with the Bond Escrow Funds shall be subtracted from the Developer Replacement Bond amount that is required. The Escrow Agreement shall be amended as set forth in Paragraph 3.e. The Developer Replacement Bond(s) shall be posted at the time of transfer of lots to the new successor owner/developer. In some cases the Developer Replacement Bond requirement for a given Trust Property may be eliminated entirely, by virtue of either (i) de-platting (or recombination plat) of the subject property or (ii) completion of required infrastructure or an alternative infrastructure solution, subject to agreement of the County, which shall not be unreasonably withheld or delayed.

- b. The Developer Replacement Bonds shall meet all customary legal requirements of the County for such subdivision bonds, including the creditworthiness and reputation of the proposed surety, the required amount(s) for such bonds, and the form, terms and conditions of the bond document(s) as reasonably determined by the County.
- c. Except as provided in paragraph 3(d) above, the Developer Replacement Bonds shall provide that all required infrastructure improvements be completed within three (3) years of the Bonds' posting and that such Bonds shall require immediate payment for any infrastructure not completed within three (3) years of the posting. With respect to the assigned/allocated portion of the Bond Escrow Funds to such successor owner/developer pursuant to paragraph 3(d) above, the successor owner/developer must assume the commitment to the County to expend said Bond Escrow Funds by August 19, 2015.

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d. The County shall release each Existing Bond to the Bonding Company and release any liability or obligation of the Bonding Company or the Coastal Companies principal thereon or under the IGA, concurrent with (i) the posting of the applicable Developer Replacement Bond(s) by the Trustee's successor owner/developer on a phase by phase basis, or (ii) the completion and acceptance of the subject infrastructure with use of the Bond Escrow Funds, on a phase by phase basis. In the event any Existing Bond and IGA are no longer required by virtue of the process set forth in Paragraph 2 d. or 2 f., above, the County shall release the applicable Existing Bond and IGA concurrent with the County's acceptance of the infrastructure work by the Trustee, or the approval of the plat cancellation by the County, as applicable.

5. **Trustee's Sale of Trust Properties; Tolling Agreement.** The Trustee shall have through August 19, 2017, to procure a successor owner/developer and to provide the Developer Replacement Bond for each Trust Property that is covered by an Existing Bond and IGA (to the extent such Existing Bond and IGA have not been released through the process under Paragraph 2, 3, or 4, above, of this Agreement). In the event such deadline is not met, then after August 19, 2017, the County shall have the right to file a new action against the Bonding Company on any Existing Bonds not yet released under this Agreement; provided, however, that (i) the Trustee shall have no personal liability with respect thereto and any action alleging any liability by the Trust under this Agreement shall be limited to the extent of the Trust Property that is subject to the Existing Bonds, only, and (ii) any successor owner/developer shall have liability only to the extent of any Bond Escrow Funds transferred to it and not spent on the bonded infrastructure, or any Developer Replacement Bonds provided by such party to the County. The parties further agree as follows:

- a. All claims as to the Existing Bonds shall be tolled from May 9, 2012, to August 19, 2017, so that no statute of limitations or other time-related defense may be raised for the time period May 9, 2012, to August 19, 2017, and so that any remaining time on any applicable statute of limitation as of May 9, 2012, begins to run again on August 19, 2017.
- b. Moreover, should the Trustee fail to expend and/or transfer to a successor owner(s) /developer(s) the \$5,500,000 in Bond Escrow Funds on or before August 19, 2015, then the County shall be entitled at that time to file suit on the Existing Bonds to the extent infrastructure is not complete and Developer Replacement Bonds have not been posted; provided, however, that the Trustee shall have no personal liability with respect thereto and any action alleging any liability by the Trust under this Agreement shall be limited to the extent of the Trust Property that is subject to the Existing Bonds, only. As above, the parties agree that claims as to the Existing Bonds shall be tolled from May 9, 2012, to August 19, 2015, so that no statute of limitations or other time related defense may be raised for the time between May 9, 2012, and August 19, 2015, and so that any remaining time on any statute of limitations as of May 9, 2012 begins to run again on August 19, 2015.
- c. The foregoing agreement by the County not to pursue its action on the Existing Bonds now, is in consideration for the promises and covenants contained herein, including the Bonding Company's agreement in Paragraph 3, to authorize expenditure of the Bond Escrow Funds on the subject infrastructure, by the Trustee or his respective successor owner(s)/developer(s).

6. **Satisfaction of Prior Agreement Conditions.** The Bonding Company and the Trustee mutually acknowledge and agree that the terms of this Agreement meet the required

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condition(s) of the Prior Agreement, and that the Trustee hereby has procured a binding agreement with the County to accept the "Replacement Bonds" as contemplated by the Prior Agreement. The parties further acknowledge and agree that the Trustee is acting solely in his capacity as Trustee, and not personally or individually, and therefore any liability of the Trustee or the Trust under this Agreement shall be limited to the Trust Properties, themselves. The Trust Beneficiary shall be deemed a third-party beneficiary of this Agreement, but shall not have any direct liability with respect to this Agreement.

7. **Dismissal of Pending Litigation.** A material consideration for this Agreement includes the desire of the Bonding Company and the County to avoid further costs of litigation related to the Existing Bonds in the United States District Court for the Eastern of North Carolina in the Southern District with Case Nos.: 7:12-CV-123 and 7:12-CV-124 (the "Pending Litigation"). The Bonding Company and County agree that they will dismiss the Pending Litigation, without prejudice, within thirty (30) days after the Effective Date of this Agreement, with each party to bear its own fees and costs with respect to the Pending Litigation. The dismissal shall be without prejudice to either party, and all obligations, conditions, terms and defenses, if any, related to the Existing Bonds are tolled during the pendency of this Agreement as set forth above.

8. **Notices.** All formal notices required or permitted hereunder shall be sent via overnight delivery, and shall be deemed effective when delivered to any party as addressed below:

**If to the Trust:**

North Myrtle Liquidating Trust  
Andrew Bolnick, Trustee  
3001 Countryside Boulevard  
Clearwater, FL 33761

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**With a copy to:**

Tew & Associates  
Joel R. Tew, Esquire  
2999 Palm Harbor Boulevard  
Suite A  
Palm Harbor, FL 34683

**If to the Surety:**

Bond Safeguard Insurance Company  
Jeremy Sentmen  
Senior Vice President Surety Claims  
Surety Management Company, LLC  
900 South Frontage Road  
Suite 250  
Woodridge, IL 60517

**With a copy to:**

Bruce L. Maas, Esquire  
Harris Beach PLLC  
Attorneys at Law  
99 Garnsey Road  
Pittsford, NY 14534

**If to the County:**

Brunswick County, North Carolina  
County Manager's Office  
30 Government Center Drive  
Bolivia, NC 28422

**With a copy to:**

Brunswick County Attorney's Office  
Bryan W Batton, Esquire  
30 Government Center Drive  
Bolivia, NC 28422

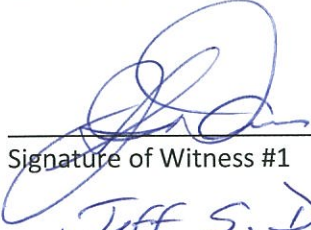
9. **Counterpart Execution; Electronic Signatures.** This Agreement may be executed in counterparts and/or duplicate original versions, and any electronic or facsimile signature shall be deemed an original signature for all purposes hereunder. The County shall compile the duplicate and/or counterpart signatures and deliver fully compiled execution copies of

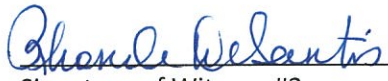
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the Agreement to all parties, immediately after approval by and execution on behalf of, its  
Board of County Commissioners.


IN WITNESS WHEREOF, the parties have set their hands and seals effective as of the Effective  
Date as set forth above.

**WITNESSES:**

  
Signature of Witness #1  
Jeff S. Davis  
Print Name

  
Signature of Witness #2  
Rhonda DeSantis  
Print Name

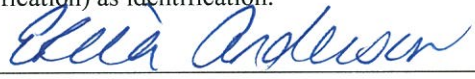
**NORTH MYRTLE LIQUIDATING TRUST:**

  
By: Andrew Bolnick, as Trustee for the North Myrtle  
Liquidating Trust under Trust Agreement  
dated September 7, 2012  
Date: August 2, 2013

STATE OF FLORIDA

COUNTY OF PINELLAS

SWORN AND SUBSCRIBED TO before me this 2nd day of August, 2013, by Andrew J. Bolnick, as  
Receiver for North Myrtle Liquidating Trust., who is personally known to me or who has produced  
\_\_\_\_\_ (type of identification) as identification.

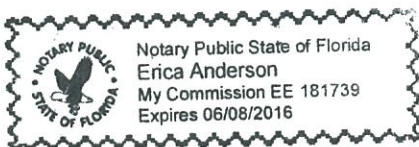
  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Name of Acknowledger Typed, Printed or Stamped

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Notarial Serial Number

(NOTARY SEAL)



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**Surety:**

**BOND SAFEGUARD INSURANCE COMPANY**

**WITNESSES:**

\_\_\_\_\_  
Signature of Witness #1

\_\_\_\_\_  
By: Jeremy Sentmen  
Senior Vice President Surety Claims

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness #2

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SWORN AND SUBSCRIBED TO before me this \_\_\_\_\_ day of August, 2013, by Jeremy Sentmen, as Senior Vice President of Bond Safeguard Insurance Company., who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

(NOTARY SEAL)

\_\_\_\_\_  
Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Notarial Serial Number

LB  
RB  
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County:

BRUNSWICK COUNTY, NORTH CAROLINA

WITNESSES:

Laura M. Heavner  
Signature of Witness #1

Laura M. Heavner  
Print Name

Phil Norris

By:

Title: Chairman, Board of County Commissioners

Date: 6 AUG. 2013

Norma P. Brown  
Signature of Witness #2

Norma P. Brown  
Print Name

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

SWORN AND SUBSCRIBED TO before me this 6<sup>th</sup> day of August, 2013, by Phil Norris,  
as Chairman, Board of County Commissioners, Brunswick County, North Carolina, who is personally known to me  
or who has produced \_\_\_\_\_ (type of identification) as identification.

Amy Brant Marshall  
Signature of Person Taking Acknowledgment

AMEY BRANT MARSHALL  
Name of Acknowledger Typed, Printed or Stamped

(NOTARY SEAL)

Notary Public, State of N. CAROLINA

N/A  
Notarial Serial Number

My Comm. expires: 13 Aug. 2016

AB  
BN

**EXHIBIT A**

**Schedule of Existing Bonds**

MB  
RN

A-1

Bond Number	Development Covered	Principal	Obligee	Amount
5028390	Ocean Isle Palms Phase 1	Ocean Isle Palms, LLC	Brunswick County Planning Board	\$1,213,168.75
5028384	Ocean Isle Palms Phase 2	Ocean Isle Palms, LLC	Brunswick County Planning Board	\$2,240,563.00
5028381	Ocean Ridge Phase 5 Sec 2	Coastal Communities at Ocean Ridge Plantation LLC	Brunswick County Planning Board	\$606,612.50
5028385	Seawatch Phase 7B	Seawatch at Sunset Harbor, LLC	Brunswick County Planning Board	\$500,084.38
5028391	Seawatch Phase 6B	Seawatch at Sunset Harbor, LLC	Brunswick County Planning Board	\$55,797.50
5028392	Seawatch Phase 8	Seawatch at Sunset Harbor, LLC	Brunswick County Planning Board	\$909,281.25
5028386	Seawatch Phase 9	Seawatch at Sunset Harbor, LLC	Brunswick County Planning Board	\$1,068,865.63
5028393	Seawatch Phase 10A	Seawatch at Sunset Harbor, LLC	Brunswick County Planning Board	\$1,005,881.25
5028387	Seawatch Phase 10B	Seawatch at Sunset Harbor, LLC	Brunswick County Planning Board	\$433,125.00
5035926	Seawatch Phase 6A	Seawatch at Sunset Harbor, LLC	Brunswick County Planning Board	\$970,875.00
5035925	Seawatch Phase 7A	Seawatch at Sunset Harbor, LLC	Brunswick County Planning Board	\$1,952,675.00
5032457	Seawatch Pump Station	Seawatch at Sunset Harbor, LLC	Brunswick County Planning Board	\$964,131.00

**EXHIBIT B**  
**Schedule of Trust Properties**

AB  
gn

AB

B-1

**TRACT ONE – Ocean Ridge, Phase V, Section 2, Policy #5028381**

BEING all of Lots 76, 77, 78, 80, 81, 82, 87, 99, 105, 106, 107, 112, 113, 118, 119, 127, 128, 129, 130 and 131, Phase V, Section 2, Ocean Ridge Plantation, as shown on survey plats recorded in Map Cabinet 34 at Pages 410 through 415, inclusive, Brunswick County Registry, to which plat reference is hereby made for greater certainty of description of said property.

**TRACT TWO - OIP Phase I and Phase II, Policy #5028390 and #5028384**

BEING those tracts sometimes referred to as the Ocean Isle Beach Golf Course tracts located in Shallotte Township, Brunswick County, North Carolina, and being more fully described as follows:

**Tract A:** BEING all of Phase 1A, Ocean Isle Palms Development as shown on survey plats recorded in Map Cabinet 35 at Pages 51-54, inclusive, and revised in Map Cabinet 35 at Pages 166-169, inclusive, Brunswick County Registry, to which plats reference is hereby made for greater certainty of description of said property.

**LESS AND EXCEPTING** the following lots: Lots 1-13, 16-20, 23, 25, 28-47, 53, 57-60, 62, 63-81, 81A, 82, 83, 166, 167, 170-181, 183, 185-200, 202, 203-228, including 72A and 217A, all inclusive, Phase 1A, Ocean Isle Palms Development as shown on survey plats recorded in Map Cabinet 35 at Pages 51-54, inclusive, and revised in Map Cabinet 35 at Pages 166-169, inclusive, Brunswick County Registry, to which plats reference is hereby made for greater certainty of description of said property.

**Tract B:** BEING all of Phase 1B, Ocean Isle Palms Development as shown on survey plats recorded in Map Cabinet 35 at Pages 170 and 171, and revised in Map Cabinet 35 at Pages 456 and 457, Brunswick County Registry, to which plats reference is hereby made for greater certainty of description of said property.

**LESS AND EXCEPTING** the following lots: Lots 86, 88, 89, 93, 94, 96-106, 113, 114, 117, 120-128, 131, 132, 134-143, 145, 146, 147, 151, 152, 158, 160, 161, 162 and 164, all inclusive, Phase 1B, Ocean Isle Palms Development as shown on survey plats recorded in Map Cabinet 35 at Pages 170 and 171, and revised in Map Cabinet 35 at Pages 456 and 457, Brunswick County Registry, to which plats reference is hereby made for greater certainty of description of said property.

**Tract C:** BEING all of Phase 2A, Ocean Isle Palms Development as shown on a survey plat recorded in Map Cabinet 35 at Page 459, Brunswick County Registry, to which plat reference is hereby made for greater certainty of description of said property. (Lots 450, 453, 454 and 476 were revised in Map Cabinet 37 at Page 15, Brunswick County Registry.)

**LESS AND EXCEPTING** the following lots: Lots 477-483, inclusive, 487, 488 and 489, Phase 2A, Ocean Isle Palms Development as shown on a survey plat recorded in Map Cabinet 35 at Page 459, Brunswick County Registry, to which plat reference is hereby made for greater certainty of description of said property. (Lots 450, 453, 454 and 476 were revised in Map Cabinet 37 at Page 15, Brunswick County Registry.)

AB

B.2

**Tract D:** BEING all of Phase 2B, Ocean Isle Palms Development as shown on survey plats recorded in Map Cabinet 36 at Pages 112 and 113, Brunswick County Registry, to which plats reference is hereby made for greater certainty of description of said property.

**LESS AND EXCEPTING** the following lots: 386, 389, 412, 424 and 433, Phase 2B, Ocean Isle Palms Development as shown on survey plats recorded in Map Cabinet 36 at Pages 112 and 113, Brunswick County Registry, to which plats reference is hereby made for greater certainty of description of said property.

**Tract E:** BEING all of Phase 2C, Ocean Isle Palms Development as shown on survey plats recorded in Map Cabinet 39 at Pages 11 and 12, and revised in Map Cabinet 52 at Pages 45 and 46, Brunswick County Registry, to which plats reference is hereby made for greater certainty of description of said property.

**LESS AND EXCEPTING** the following lots: Lots 257, 258, 286, 291 and 292, Phase 2C, Ocean Isle Palms Development as shown on survey plats recorded in Map Cabinet 39 at Pages 11 and 12, and revised in Map Cabinet 52 at Pages 45 and 46, Brunswick County Registry, to which plats reference is hereby made for greater certainty of description of said property.

**TRACT THREE – SeaWatch Phases 6, 6B, 7, 7B, 8, and 9, Policy #5028385, #5028391, #5028392, #5028386, #5035926, #5035925 and #5032457**

**Tract A:** BEING all of Phase 6, as shown on that map of SeaWatch at Sunset Harbor dated 7 April 2005 entitled "SeaWatch at Sunset Harbor", prepared by Perry G. Davis, Jr., P.L.S., Cape Fear Engineering, Inc., and recorded in Map Cabinet 32 at Pages 196 through 199, inclusive, and revised and re-recorded in Map Cabinet 32 at Pages 476 through 479, inclusive, Brunswick County Registry, to which map reference is hereby made and which is incorporated herein for greater certainty of description of said property.

**LESS AND EXCEPTING** the following lots: Lots 630-659 inclusive; 661, 662, 664, 671, 675, 676, 680, 681, 682, 684-688 inclusive; 690, 691, 692, 694, 698, 699, 701-723 inclusive; 725-737 inclusive; 741, 742, 743, 745, 746, 749, 754-761 inclusive; 765-771 inclusive; 773-776 inclusive; 778, 780, 781, 789, 791-795 inclusive; and 797-851 inclusive, Phase 6, as shown on that map of SeaWatch at Sunset Harbor dated 7 April 2005 entitled "SeaWatch at Sunset Harbor", prepared by Perry G. Davis, Jr., P.L.S., Cape Fear Engineering, Inc., and recorded in Map Cabinet 32 at Pages 196 through 199, inclusive, and revised and re-recorded in Map Cabinet 32 at Pages 476 through 479, inclusive, Brunswick County Registry, to which map reference is hereby made and which is incorporated herein for greater certainty of description of said property.

**Tract B:** BEING all of Phase 6-B, as shown on that map of SeaWatch at Sunset Harbor dated 28 September 2005 entitled "SeaWatch at Sunset Harbor", prepared by Perry G. Davis, Jr., P.L.S., Cape Fear Engineering, Inc., recorded in Map Cabinet 33 at Page 321, Brunswick County Registry, to which map reference is hereby made and which is incorporated herein for greater certainty of description of said property, together with and subject to the terms of a temporary, non-exclusive easement for ingress and egress as more fully described in Deed Book 2048 at Page 370, Brunswick County Registry.

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B-3

**LESS AND EXCEPTING** the following lots: Lots 1056 and 1058-1062 inclusive, Phase 6-B, as shown on that map of SeaWatch at Sunset Harbor dated 28 September 2005 entitled "SeaWatch at Sunset Harbor", prepared by Perry G. Davis, Jr., P.L.S., Cape Fear Engineering, Inc., recorded in Map Cabinet 33 at Page 321, Brunswick County Registry, to which map reference is hereby made and which is incorporated herein for greater certainty of description of said property, together with and subject to the terms of a temporary, non-exclusive easement for ingress and egress as more fully described in Deed Book 2048 at Page 370, Brunswick County Registry.

**Tract C:** BEING all of Phase 7, as shown on that map of SeaWatch at Sunset Harbor dated 21 April 2005 entitled "SeaWatch at Sunset Harbor", prepared by Perry G. Davis, Jr., P.L.S., Cape Fear Engineering, Inc., recorded in Map Cabinet 32 at Pages 251 through 254, inclusive, and revised and re-recorded in Map Cabinet 32 at Pages 482 through 485, inclusive Brunswick County Registry, and further amended and recorded in Map Cabinet 34 at Pages 126-129 inclusive, Brunswick County Registry, to which maps reference is hereby made and which are incorporated herein for greater certainty of description of said property, together with and subject to the terms of a temporary, non-exclusive easement for ingress and egress as more fully described in Deed Book 2048 at Page 370, Brunswick County Registry.

**LESS AND EXCEPTING** the following lots: Lot 854-862 inclusive; 865, 868, 869, 876, 877, 879, 884, 888, 889, 890, 894, 900, 902, 906-910 inclusive, 913, 930, 931, 933, 936, 937, 941, 943, 945, 948, 951, 953-957 inclusive, 968, 978, 980-986 inclusive, and 988-994 inclusive, Phase 7, as shown on that map of SeaWatch at Sunset Harbor dated 21 April 2005 entitled "SeaWatch at Sunset Harbor", prepared by Perry G. Davis, Jr., P.L.S., Cape Fear Engineering, Inc., recorded in Map Cabinet 32 at Pages 251 through 254, inclusive, and revised and re-recorded in Map Cabinet 32 at Pages 482 through 485, inclusive Brunswick County Registry, and further amended and recorded in Map Cabinet 34 at Pages 126-129 inclusive, Brunswick County Registry, to which maps reference is hereby made and which are incorporated herein for greater certainty of description of said property.

**Tract D:** BEING all of Phase 7B, as shown on that map of SeaWatch at Sunset Harbor dated 28 September 2005 entitled "SeaWatch at Sunset Harbor", prepared by Perry G. Davis, Jr., P.L.S., Cape Fear Engineering, Inc., recorded in Map Cabinet 33 at Pages 319 and 320, Brunswick County Registry, to which map reference is hereby made and which is incorporated herein for greater certainty of description of said property, together with and subject to the terms of a temporary, non-exclusive easement for ingress and egress as more fully described in Deed Book 2048 at Page 370, Brunswick County Registry.

**LESS AND EXCEPTING** the following lots: Lots 1007, 1008, 1010, 1012, 1013, 1014, 1015, 1018, 1019, 1028, 1029, 1031, 1032 and 1049-1055 inclusive, Phase 7B, as shown on that map of SeaWatch at Sunset Harbor dated 28 September 2005 entitled "SeaWatch at Sunset Harbor", prepared by Perry G. Davis, Jr., P.L.S., Cape Fear Engineering, Inc., recorded in Map Cabinet 33 at Pages 319 and 320, Brunswick County Registry, to which map reference is hereby made and which is incorporated herein for greater certainty of description of said property.

**Tract E:** BEING all of Phase 8A, as shown on that map of SeaWatch at Sunset Harbor dated 28 September 2005 entitled "SeaWatch at Sunset Harbor", prepared by Perry G. Davis, Jr., P.L.S., Cape Fear Engineering, Inc., recorded in Map Cabinet 33 at Pages 322 through 324, inclusive, to which map reference is hereby made and which is incorporated herein for greater certainty of description of said property, together with and subject to the terms of a temporary, non-exclusive easement for ingress and egress as more fully described in Deed Book 2048 at Page 370, Brunswick County Registry.

AB

B-4

**LESS AND EXCEPTING** the following lots: Lots 1065, 1067-1071 inclusive, 1090-1100 inclusive; 1102, 1103 and 1119, Phase 8A, as shown on that map of SeaWatch at Sunset Harbor dated 28 September 2005 entitled "SeaWatch at Sunset Harbor", prepared by Perry G. Davis, Jr., P.L.S., Cape Fear Engineering, Inc., recorded in Map Cabinet 33 at Pages 322 through 324, inclusive, to which map reference is hereby made and which is incorporated herein for greater certainty of description of said property, together with and subject to the terms of a temporary, non-exclusive easement for ingress and egress as more fully described in Deed Book 2048 at Page 370, Brunswick County Registry.

**Tract F:** BEING all of Phase 9, as shown on that map of SeaWatch at Sunset Harbor dated 14 March 2006, entitled "SeaWatch at Sunset Harbor", prepared by Perry G. Davis, Jr., P.L.S., Cape Fear Engineering, Inc., recorded in Map Cabinet 34 at Pages 454 through 456, inclusive, Brunswick County Registry, to which map reference is hereby made and which is incorporated herein for greater certainty of description of said property, together with and subject to the terms of a temporary, non-exclusive easement for ingress and egress as more fully described in Deed Book 2048 at Page 370, Brunswick County Registry.

**LESS AND EXCEPTING** the following lots: Lots 1160-1165 inclusive, 1169, 1173-1177 inclusive, 1189, 1190, 1193-1200 inclusive, 1202, 1203, 1204 and 1233, Phase 9, as shown on that map of SeaWatch at Sunset Harbor dated 14 March 2006, entitled "SeaWatch at Sunset Harbor", prepared by Perry G. Davis, Jr., P.L.S., Cape Fear Engineering, Inc., recorded in Map Cabinet 34 at Pages 454 through 456, inclusive, Brunswick County Registry, to which map reference is hereby made and which is incorporated herein for greater certainty of description of said property.

**LESS AND EXCEPTING** a right-of-way for ingress, egress and regress over, along and upon that access easement in favor of property owners in Phases 4A, 5A, 5B and 6, SeaWatch at Sunset Harbor, recorded in Book 2048 at Page 370, Brunswick County Registry.

**TRACT FOUR – SeaWatch Phase 10-A, Policy #5028393**

BEING all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 25, 26, 27, 32, 33, 40, 41, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 57, 60, 61, 62, 63, 64, 65, 66, 67, 68 and 69, Phase 10-A, SeaWatch at Sunset Harbor, Lockwood Folly Township, as more particularly described in a survey plat dated 12 October 2006, entitled "Map for Record: SeaWatch at Sunset Harbor, Phase 10-A", prepared by Perry G. Davis, Jr., P.L.S., Cape Fear Engineering, Inc., and recorded in Map Cabinet 36 at Pages 138 through 141, inclusive, Brunswick County Registry.

**TRACT FIVE – SeaWatch Phase 10-B, Policy #5028387**

BEING all of Lots 70 through 82, inclusive, 91, and 96 through 99, Phase 10-B, as shown on that map of SeaWatch at Sunset Harbor dated 15 March 2007, entitled "Map for Record: SeaWatch at Sunset Harbor, Phase 10-B", prepared by Perry G. Davis, Jr., P.L.S., Cape Fear Engineering, Inc., consisting of two (2) plat sheets, recorded in Map Cabinet 37 at Pages 16 and 17 and revised in survey recorded in Map Cabinet 39 at Pages 85 and 86, Brunswick county Registry, to which map reference is hereby made and which is incorporated herein for greater certainty of description of said property, together with and subject to the terms of non-exclusive easements for ingress, egress and regress as more fully described in Deed book 2502 at Page 610, Brunswick County Registry.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**August 14, 2017**

**From:**

Andrea White

**Action Item # IV. - 3.**

Board Appointment - Juvenile Crime Prevention Council (JCPC)  
- Designee for the County Manager

**Issue/Action Requested:**

Request that the Board of Commissioners approve Mr. Richard Ohmer to serve as the County Manager's designee on the Juvenile Crime Prevention Council (JCPC).

**Background/Purpose of Request:**

A request has been received to officially appoint Mr. Richard Ohmer as the County Manager's designee on the Juvenile Crime Prevention Council.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable.

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve Mr. Richard Ohmer to serve as the County Manager's designee on the Juvenile Crime Prevention Council (JCPC).

**ATTACHMENTS:**

Description

- ☐ JCPC Roster
- ☐ JCPC Address Sheet

# Juvenile Crime Prevention Council

Name	District	Appointment Date	Term	Expiration Date	Serving Since
Katherine White	N/A	9/19/2016	2	6/30/2019	2016
Daphne Green	N/A	5/16/2016	2	6/30/2018	2015
Erin Rutkowski	N/A	10/17/2016	2	6/30/2019	2014
Bonnie Jordan	N/A	10/19/2015	2	6/30/2018	2013
Sharon Flucker	N/A	2/6/2017	2	6/30/2019	2015
Maxine Elliott	N/A	8/15/2016	2	6/30/2019	2014
Chanda Franck	N/A	10/17/2016	2	6/30/2019	2016
Mike Forte	N/A				

	County Manager Designee	Desingated by the County Manager on 11/15/2016
Rich Ohmer		

## Mission

To strengthen and support appropriate programs through incorporating prevention and intervention strategies in a comprehensive juvenile crime prevention effort.

## Membership

All members serve 2-year terms.

~ Up to 7 members appointed by the Board of Commissioners

~ 2 persons under age 18

~ The person serving in each of the following positions, or his/her designee: School Superintendent, Chief of Police, Local Sheriff, District Attorney, Chief Court Counselor, Director AMH/DD/SA, Director of Social Services, County Manager, Substance Abuse Professional, Member of the Faith Community, County Commissioner, Juvenile Defense Attorney, Chief District Court Judge, Member of Business Community, Local Health Director, Representative of United Way or other non-profit, Representative of Parks and Recreation

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# JCPC Address Sheet

Name	Phone(s)	Email Address	Mailing Address
Katherine White	(M) 980-622-5626 (W) 294-0292	<a href="mailto:kathrine@samarasvillage.org">kathrine@samarasvillage.org</a>	5098 Capstan Court, Southport, NC 28461
Daphne Green	(M) 214-6200		222 East Moore Street, Southport, NC 28461
Erin Rutkowski	(M) 398-4169 (W) 274-1173	<a href="mailto:erutkowski@bcswan.net">erutkowski@bcswan.net</a>	8791 Lanvale Oaks Drive, Leland, NC 28451
Bonnie Jordan	(M) 477-2191		5247 Minnesota Drive, Southport, NC 28461
Sharon Flucker	(M) 843-685-4884	<a href="mailto:sflucker@bcswan.net">sflucker@bcswan.net</a>	2001 Wodard Road, Supply, NC 28462
Maxine Elliott	(H) 278-3921 (M) 448-0348	<a href="mailto:mjelliottconsulting@gmail.com">mjelliottconsulting@gmail.com</a>	3901 E. Yacht Drive, Oak Island, NC 28465
Chanda Franck	(M) 330-6503 (W) 754-8808	<a href="mailto:cdfranck@novanthealth.org">cdfranck@novanthealth.org</a>	1057 Slater Way, Leland, NC 28457

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## **Brunswick County Board of Commissioners**

### **ACTION AGENDA ITEM**

**August 14, 2017**

#### **Action Item # IV. - 4.**

**From:** Engineering - Avalon Completion of Infrastructure Board Update  
Wm. L. Pinnix, P.E. - Engineering Director and Request to Approve Final Payment to Contractor

#### **Issue/Action Requested:**

Request that the Board of Commissioners approve the release of retainage to the contractor less \$15,000 in liquidated damages, and approve the use of retained liquidated damages as payment for the original unpaid County Stormwater Permit Fee for Avalon Bonded Escrow Work.

#### **Background/Purpose of Request:**

All of the required water, sewer, stormwater, and street paving work in the Avalon Subdivision funded by escrowed bond funds has been completed. This work was completed in two phases:

Phase 1 - Southern Section of Avalon - work successfully completed by SP Avalon, LLC, utilizing a portion of the escrow funds and managed by County Engineering and Stormwater

Phase 2 - Northern Section of Avalon - work successfully completed by Wells Brothers Construction, Inc., as a County CIP project and managed by County Engineering and Stormwater

D. R. Horton subsequently purchased the interests of SP Avalon, LLC, after the completion of infrastructure in the southern section. Several new homes have been constructed by D. R. Horton and they have recently applied for the building permit for the Avalon Amenity Center.

Wells Brothers Construction recently completed the required infrastructure in the northern section of Avalon. While they did not finish the work within the Contract Time per the Contract, they did do a good job and everything was completed per the plans and has passed final inspection by County Engineering, County Stormwater, and our Engineer (Howard Resnik, P.E., of Coastal Site Design, P.C.).

Notice to Proceed was issued to Wells on 7/18/2016 with a Contract Time of (270) days. This made the required Completion Date 4/18/2017. The contractor completed all required punch list items and the Work was Substantially Complete on 7/5/2017 after the final inspection by the County Engineer and Coastal Site Design.

During the construction period the contractor was regularly reminded of the project schedule and the need to finish on time. There were times when the contractor's manpower commitment to the Avalon project was lacking due to their assigning their crews to other projects in this area. At the same time Wells was working on Avalon they also had two other ongoing county jobs with Public Utilities as well as constructing the 2nd entrance into St. James (Maxwell Drive) off of Middleton Avenue. The County Engineer was diligent in regularly reminding the contractor of the final completion date.

It is now possible to drive all the way through the Avalon subdivision from Hwy. 211 to Old Lennon Road along Fisher King Drive which is the main road through Avalon. Since D. R. Horton has started home construction in Avalon there has been significant construction traffic using Fisher King Drive. Someone

damaged North Fisher King Drive near the entrance off of Old Lennon Road but it was not Wells Brother Construction. They used a construction entrance off of Old Lennon Road for their work in Avalon and never put construction equipment on North Fisher King Drive.

The County Engineer has discussed the project completion and contract schedule with Wells Brothers Construction. The contractor has agreed that the project was not finished on time and is agreeable to the withholding of \$15,000 of their retainage as Liquidated Damages. They have also agreed to repair the damage on North Fisher King Drive caused by others in order to help the community. Both the county and Wells Brothers agree that this damage was not caused by Wells Brothers. The County Engineer has had discussions with Andy Mills, P.E., of D. R. Horton and Mr. Mills is also in agreement that Wells did not do the damage and in fact no one knows who damaged the road and when.

In summary staff recommends the Board approve the final payment (release of retainage) to the contractor less \$15,000 in liquidated damages for late completion of the work. The final payment will not be processed until the street repair is completed and inspected by County Engineering. Also, due to the fact that the original developer of Avalon never paid the County Stormwater Permit Fee that was due before development halted staff also recommends that the \$15,000 of retained funds be used for payment to County Stormwater for that long overdue invoice.

There are several attachments to this item documenting these events and staff recommendations.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable.

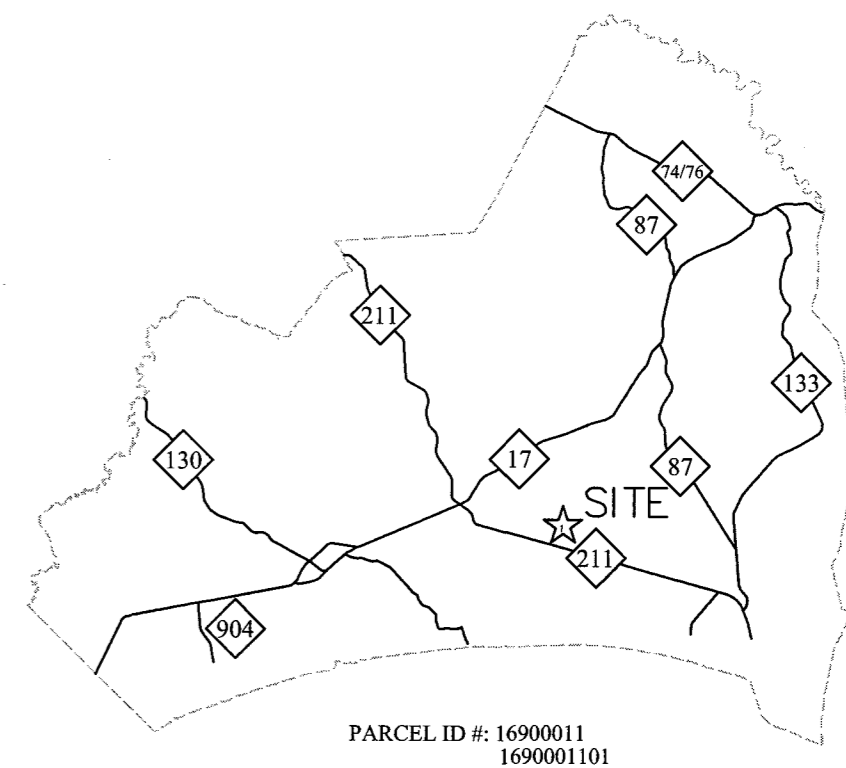
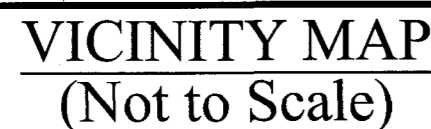
**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the release of retainage to the contractor less \$15,000 in liquidated damages, and approve the use of retained liquidated damages as payment for the original unpaid County Stormwater Permit Fee for Avalon Bonded Escrow Work.

**ATTACHMENTS:**

Description

- ☐ Avalon\_ Subdivision Cover Sheet \_ CSD
- ☐ Avalon\_ Main Entrance\_ Hwy 211
- ☐ Avalon\_ South Section\_ D R Horton
- ☐ Avalon\_ Amenity Center Site Plan \_ BCMS
- ☐ Avalon\_ Street Damage\_ N Fisher King Drive
- ☐ Avalon\_ Final Payment Email\_ Wells
- ☐ Avalon\_ Wells\_ Final Payment Sheet (1)\_ DRAFT
- ☐ Avalon\_ County SW Permit Fee\_ Invoice



COASTAL  
SITE  
DESIGN, PC

P.O. Box 4041  
 Wilmington, NC 28406  
 (910) 791-4441

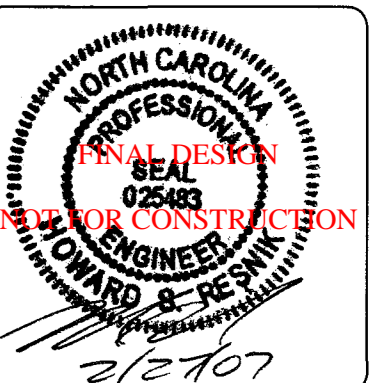
COVER SHEET

**AVALON**

LOCATED IN LOCKWOOD TOWNSHIP  
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER: TOWN AND COUNTRY DEVELOPERS  
AT WILMINGTON, INC.  
3240 DUWINT MILL DRIVE

3240 BURNI MILL DRIVE  
WILMINGTON, NC 28403

[illegible]

PROJECT NO.: 05-0051)

Sheet No. 1 Of 31

OWNER  
TOWN AND COUNTRY DEVELOPERS  
AT WILMINGTON, INC.  
3240 BURNT MILL DRIVE  
WILMINGTON, NC 28402  
PHONE: (910) 251-5330

**SURVEYOR**  
**DANFORD & BRISTOW**  
LAND SURVEYING, P.C.  
2231 WRIGHTSVILLE AVENUE  
WILMINGTON, NC 28403  
PHONE: (910) 815-3711  
FAX: (910) 815-2686

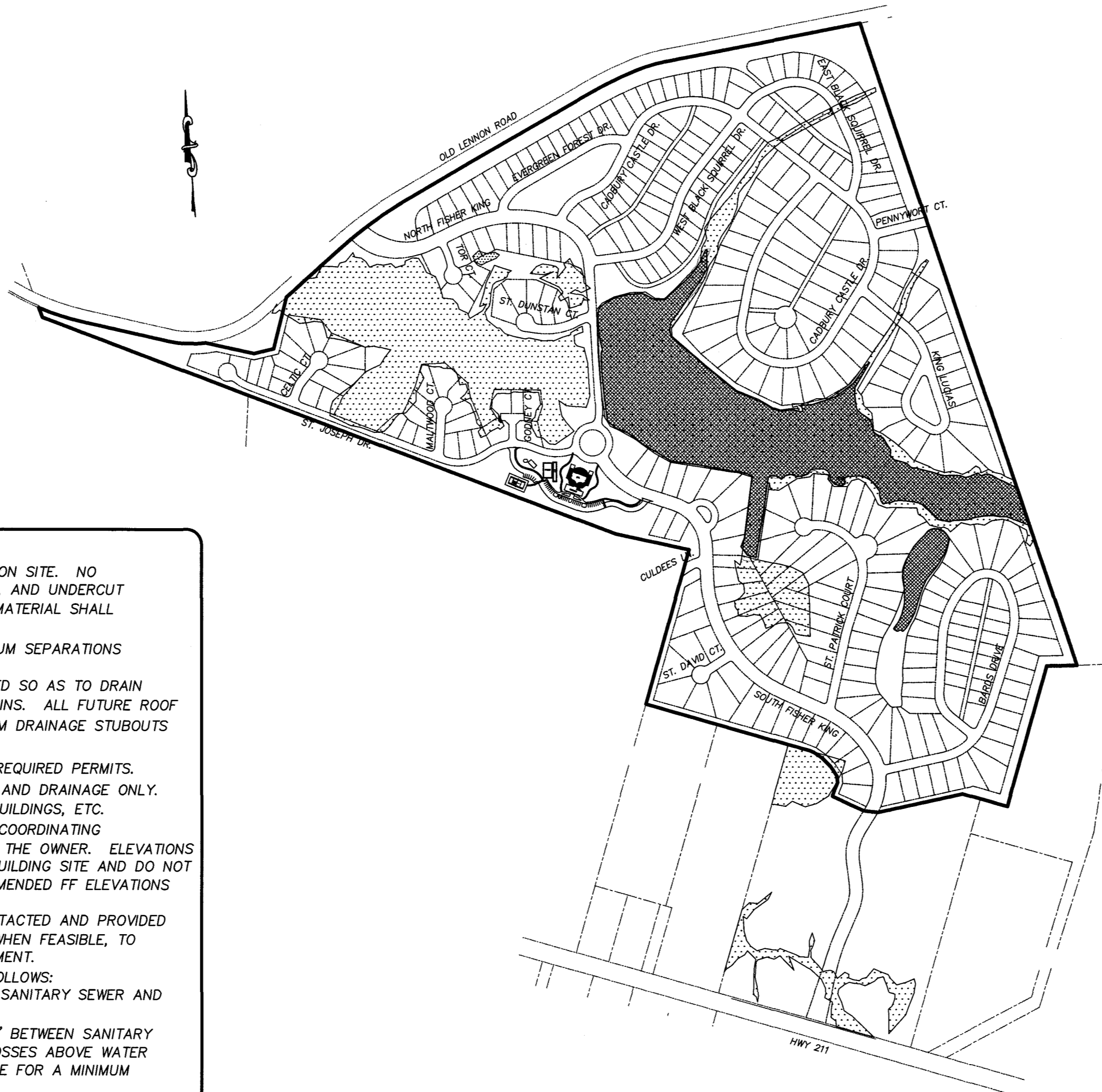
DESIGNER

COASTAL SITE DESIGN, PC  
P.O. BOX 4041  
WILMINGTON, NC 28406  
PHONE: (910) 791-4441  
FAX: (910) 791-1501  
EMAIL: [howard@coastalsitedesign.com](mailto:howard@coastalsitedesign.com)

NOTES:

1. BOUNDARY SURVEY PERFORMED BY DANFORD AND BRISTOW TOPOGRAPHY SURVEY PREFORMED BY DANFORD AND BRISTOW
2. THIS MAP IS NOT FOR CONVEYANCE, RECORDATION, OR SALES.
3. THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAPS.
4. THIS PROPERTY IS ZONED R-6000
5. WATER TO BE PUBLIC BY BRUNSWICK COUNTY
6. SEWER TO BE PUBLIC BY BRUNSWICK COUNTY.
7. ALL CONSTRUCTION TO CONFORM TO BRUNSWICK COUNTY STANDARDS APPLICABLE STATE & LOCAL CODES.
8. CONTRACTOR TO COORDINATE ANY REQUIRED TRAFFIC CONTROL WITH BRUNSWICK COUNTY.
9. CARE SHALL BE TAKEN DURING FINAL GRADING TO ENSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND TO RECEIVING STRUCTURES. ROOF DRAIN DOWNSPOUTS TO BE CONNECTED TO STORM DRAINAGE STUBOUTS OR DIRECTED TO STREET/PARKING AREAS WHERE APPLICABLE.
10. CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ANY RELOCATIONS, RE-ALIGNMENTS, DISCONNECTIONS OR CONNECTIONS OF EXISTING UTILITIES WITH APPLICABLE AUTHORITIES.
11. CLEARING AND GRUBBING OF SITE TO INCLUDE REMOVAL OF EXISTING CURB, ASPHALT, INLETS, AND ANY OTHER STRUCTURES INCLUDING TREES, STUMPS AND DEBRIS EXISTING ON SITE. TREES NOT REQUIRED TO BE CLEARED FOR CONSTRUCTION SHALL REMAIN UNLESS OTHERWISE DIRECTED.
12. INFORMATION CONCERNING UNDERGROUND UTILITIES WAS OBTAINED FROM AVAILABLE RECORDS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT ELEVATIONS AND LOCATIONS OF ALL EXISTING UTILITIES AT ALL CROSSINGS PRIOR TO COMMENCING TRENCH EXCAVATION. IF ACTUAL CLEARANCES ARE LESS THAN INDICATED ON PLAN, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION. ANY CONDITION DISCOVERED OR EXISTING THAT WOULD NECESSITATE A MODIFICATION OF THESE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION.
13. NO CONSTRUCTION IS TO BEGIN BEFORE LOCATION OF EXISTING UTILITIES HAS BEEN DETERMINED. CALL "NO ONE-CALL" AT LEAST 48 HOURS BEFORE COMMENCING CONSTRUCTION.
14. CONTRACTOR SHALL ADJUST ALL MANHOLES, VALVE & CURB BOXES TO FINAL GRADE UPON COMPLETION OF ALL CONSTRUCTION. ANY BOXES DAMAGED OR OTHERWISE DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.
15. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST AND EROSION DURING CONSTRUCTION AT HIS EXPENSE. PARKING AREAS SHALL BE WATERED TO CONTROL DUST WHEN ORDERED BY THE ENGINEER.







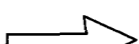

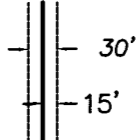










0. NO GEOTECHNICAL TESTING HAS BEEN PERFORMED ON SITE. NO WARRANTY IS MADE FOR SUITABILITY OF SUBGRADE, AND UNDERCUT AND ANY REQUIRED REPLACEMENT WITH SUITABLE MATERIAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
17. EXTREME CARE SHALL BE TAKEN TO ENSURE MINIMUM SEPARATIONS AT ALL UTILITY CROSSING.
18. CONTRACTOR TO ENSURE THAT PAVEMENT IS PLACED SO AS TO DRAIN POSITIVELY TO THE STREET INLETS AND CATCH BASINS. ALL FUTURE ROOF DRAIN DOWNSPOUTS TO BE DIRECTED TO THE STORM DRAINAGE STUBOUTS WHERE APPLICABLE.
19. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS.
20. THIS PLAN IS FOR SITE GRADING, UTILITIES, SITING, AND DRAINAGE ONLY. SEE BUILDING PLANS FOR DETAILED HOOKUPS TO BUILDINGS, ETC.
21. CONTRACTOR AND BUILDER ARE RESPONSIBLE FOR COORDINATING FINISHED FLOOR ELEVATION OF ALL BUILDINGS WITH THE OWNER. ELEVATIONS GIVEN ARE MINIMUM GROUND ELEVATIONS AT THE BUILDING SITE AND DO NOT PURPORT TO BE FINISHED FLOOR. MINIMUM RECOMMENDED FF ELEVATIONS SHOWN ON PLANS.
22. AFFECTED NON-MUNICIPAL UTILITIES SHALL BE CONTACTED AND PROVIDED WITH PLANS AND OTHER PERTINENT INFORMATION, WHEN FEASIBLE, TO COORDINATE APPROPRIATE SCHEDULING AND PLACEMENT.
23. MINIMUM SEPARATION SHALL BE MAINTAINED AS FOLLOWS:
  - a. HORIZONTAL CLEARANCE OF 10 FEET BETWEEN SANITARY SEWER AND WATER MAINS.
  - b. WHERE VERTICAL CLEARANCE IS LESS THAN 18" BETWEEN SANITARY SEWER AND WATER OR WHERE SEWER LINE CROSSES ABOVE WATER MAIN, BOTH PIPES SHALL BE DUCTILE IRON PIPE FOR A MINIMUM OF 10' EITHER SIDE OF CROSSING.
  - c. WHERE VERTICAL CLEARANCE IS LESS THAN 24" BETWEEN SANITARY SEWER AND STORM DRAIN, SANITARY SEWER SHALL BE DUCTILE IRON PIPE FOR A MINIMUM OF 10' EITHER SIDE OF CROSSING.
  - d. WHERE VERTICAL CLEARANCE IS LESS THAN 12" BETWEEN WATER MAIN AND STORM DRAIN, WATER MAIN SHALL BE DUCTILE IRON PIPE FOR A MINIMUM OF 10' EITHER SIDE OF CROSSING.
24. SEE DETAIL SHEETS FOR TYPICAL UTILITIES HOOKUPS.
25. ALL SANITARY SEWER MAINS TO BE 8" UNLESS OTHERWISE INDICATED.
26. ALL WATER MAINS TO BE 8" UNLESS OTHERWISE INDICATED.
27. TWO VALVES ARE REQUIRED AT "T" INTERSECTIONS AND ONE VALVE ON THE WATER LINE TO FIRE HYDRANTS.
28. A BLOW-OFF VALVE IS REQUIRED AT THE TERMINUS OF ALL "DEAD END" WATER LINES.
29. ALL IMPERVIOUS RUNOFF TO BE DIRECTED TO STORMWATER PONDS FOR AREAS DEEMED HIGH DENSITY BY THE STATE. REFER TO DRAINAGE AREA DELINEATION FOR PONDS FOR HIGH DENSITY AREAS.



AVALON SUBDIVISION  
OVERALL SITE

SCALE: 1"= 500'

## LEGEND

	EXISTING BOUNDARY		EXISTING WATERLINE
	CENTERLINE OF RIGHT OF WAY		EXISTING / PROPOSED STORM SEWER & CATCH BASIN
	CONTOUR LINE & ELEVATION		E.I.P.
	DRAINAGE FLOW		EXIST. IRON PIPE
	DRAINAGE EASEMENT		WATER METER SERVICE CONNECTION
	PROPOSED DRAINAGE PIPE		E.C.M.
	PROPOSED SANITARY SEWER & MANHOLE		EXIST. CONCRETE MONUMENT
	EXISTING SANITARY SEWER & MANHOLE		GATE VALVE
			REDUCER
			
			HANDICAP RAMP

INDEX TO DRAWINGS		
SHEET No.	DESCRIPTION	DRAWING No.
1 OF 31	COVER SHEET	05--0051cov
2 OF 31	EXISTING BOUNDARY AND TOPOGRAPHY	05--0051topo
3 OF 31	SOUTH FISHER KING DRIVE	05--0051pp1
4 OF 31	SOUTH FISHER KING DRIVE	05--0051pp2
5 OF 31	SOUTH FISHER KING DRIVE, NORTH FISHER KING DRIVE	05--0051pp3
6 OF 31	NORTH FISHER KING DRIVE	05--0051pp4
7 OF 31	ST. JOSEPH DRIVE	05--0051pp5
8 OF 31	ST. JOSEPH DRIVE, GODNEY COURT, MALWOOD COURT	05--0051pp6
9 OF 31	CELTIC COURT, ST DUNSTAN COURT, TOR COURT	05--0051pp7
10 OF 31	EVERGREEN FOREST, ST DAVID COURT	05--0051pp8
11 OF 31	CADBURY CASTLE	05--0051pp9
12 OF 31	CADBURY CASTLE	05--0051pp10
13 OF 31	CADBURY CASTLE	05--0051pp11
14 OF 31	KING LUCAS	05--0051pp12
15 OF 31	PENNYWORT COURT, WEST BLACK SQUIRREL DRIVE	05--0051pp13
16 OF 31	EAST BLACK SQUIRREL DRIVE, CULDEES LANE	05--0051pp14
17 OF 31	ST. PATRICK COURT	05--0051pp15
18 OF 31	BARDS DRIVE	05--0051pp16
19 OF 31	BARDS DRIVE	05--0051pp17
20 OF 31	S. FISHER KING PULLOUT, ST. JOSEPH PULLOUT, ROUNDTABLE CIRCLE	05--0051pp18
21 OF 31	ALLEY F, ALLEY E	05--0051pp19
22 OF 31	ALLEY C, ALLEY G	05--0051pp20
23 OF 31	DRAINAGE/UTILITY EASEMENTS	05--0051pp--
24 OF 31	WATER LINE EXTENSION	05--0051pp21
25 OF 31	WATER LINE EXTENSION	05--0051pp22
26 OF 31	GRADING PLAN FOR DAM	05--0051_RETAINING
27 OF 31	DETAILS	05--0051DET1
28 OF 31	DETAILS	05--0051DET2
29 OF 31	DETAILS	05--0051DET3
30 OF 31	PUMP STATION DETAILS	05--0051PS1
31 OF 31	PUMP STATION DETAILS	05--0051PS2
1 OF 2	NC DOT ENTRANCE DETAIL	05--0051DOT1
2 OF 2	NC DOT ENTRANCE DETAIL	05--0051DOT2
EC1 OF EC8	STORM WATER MANAGEMENT, EROSION CONTROL AND OVERALL DRAINAGE PLAN	05--0051EC1
EC2 OF EC8	STORM WATER MANAGEMENT, EROSION CONTROL AND OVERALL DRAINAGE PLAN	05--0051EC2
EC3 OF EC8	STORM WATER MANAGEMENT, EROSION CONTROL AND OVERALL DRAINAGE PLAN	05--0051EC3
EC4 OF EC8	STORM WATER MANAGEMENT, EROSION CONTROL AND OVERALL DRAINAGE PLAN	05--0051EC4
EC5 OF EC8	STORM WATER MANAGEMENT, EROSION CONTROL AND OVERALL DRAINAGE PLAN	05--0051EC5
EC6 OF EC8	STORM WATER MANAGEMENT, EROSION CONTROL AND OVERALL DRAINAGE PLAN	05--0051EC6
EC7 OF EC8	STORM WATER MANAGEMENT, EROSION CONTROL AND OVERALL DRAINAGE PLAN	05--0051EC7
EC8 OF EC8	STORM WATER MANAGEMENT, EROSION CONTROL AND OVERALL DRAINAGE PLAN	05--0051EC8

**"ENGINEER'S CERTIFICATION OF COMPLIANCE WITH BRUNSWICK COUNTY SPECIFICATIONS AND DETAILS"**

I hereby certify that the plans, details, and associated project specifications comply with the latest version, as of this date, of Brunswick County's Standard Specifications and Standard Details per standard engineering practice. Furthermore, I confirm my understanding that reviews and approvals by Brunswick County personnel do not imply that Brunswick County personnel have reviewed and are in agreement with every portion of the plans and specifications that I have submitted. I understand that Brunswick County personnel have the right to request that I make changes to my plans and specifications to comply with the objectives I understand that it is my full responsibility to ensure that plans and specifications are in full compliance with applicable County, State, Federal, and other municipal requirements. Additionally, I understand that the County will not assume operation, maintenance, or ownership of constructed facilities that do not meet County requirements and the County may refuse to issue permits at facilities that the County deems are non-compliant with County Specifications. I also confirm my understanding that County Inspectors will inspect the project and I certify that I will not use, or direct others to use, County Inspectors for State compliance purposes or any other purpose.

APPROVAL STATUS	DATE	BY	DEPARTMENT
<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A			PLANNING
<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A			ENGINEERING
<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A			PUBLIC UTILITIES





04/13/2017





## William Pinnix

---

**From:** William Pinnix  
**Sent:** Friday, August 04, 2017 4:59 PM  
**To:** 'Rock Wells'  
**Subject:** RE: Avalon Closeout Counter Offer - response to Wells 08042017

**Importance:** High

Rock,

Please schedule the repair to North Fisher King Drive.

I will be providing a Board update at the next meeting and will begin reviewing and processing the final pay application package you had previously submitted.

Please email me a revised final Request for Payment sheet (Sheet #1) with the revised figures as agreed.

Best regards,

Bill

William L. Pinnix, P.E.  
Director of Engineering  
Brunswick County  
Post Office Box 249  
75 Courthouse Drive NE  
Building I  
Bolivia, North Carolina 28422  
Office: 910.253.2408  
Cell: 910.409.2557  
Fax: 910.253.2704  
Email: [william.pinnix@brunswickcountync.gov](mailto:william.pinnix@brunswickcountync.gov)  
[www.brunswickcountync.gov](http://www.brunswickcountync.gov)

"E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties."

**From:** Rock Wells [<mailto:rock@wellsbrotherscc.com>]  
**Sent:** Friday, August 04, 2017 3:33 PM  
**To:** William Pinnix <[William.Pinnix@brunswickcountync.gov](mailto:William.Pinnix@brunswickcountync.gov)>  
**Subject:** RE: Avalon Closeout Counter Offer - response to Wells 08042017

Bill,

Can we agree to \$15k and the repair? This meets in the middle from where we started.

Rock Wells | Vice President



[www.wellsbrotherscc.com](http://www.wellsbrotherscc.com)

**From:** William Pinnix [<mailto:William.Pinnix@brunswickcountync.gov>]  
**Sent:** Friday, August 04, 2017 10:48 AM  
**To:** Rock Wells <[rock@wellsbrotherscc.com](mailto:rock@wellsbrotherscc.com)>  
**Subject:** RE: Avalon Closeout Counter Offer - response to Wells 08042017  
**Importance:** High

Rock,

Thanks for getting back with us on this closeout and your counteroffer.

While I do not necessarily agree with all of your bullet points I do agree that there were several unanticipated issues that arose during construction and your firm  
Did a very good job of working with county staff and our engineering firm to correct these issues. I also agree with your statement that there were times when your  
Manpower commitment to this work was not what we expected but apparently you needed to have your crews working elsewhere.

I did inform your surety that the project was progressing very well because overall it was and the end result does look nice.

We do need to wrap this up and I believe we are close to settling up.

We suggest a counter to your counter of \$17,500 in retained funds and your crews make the repair on the road as we have discussed. As we have also discussed we would  
Need that repair to be included in the one year warranty. Also, what did you decide to do on the thin asphalt at King Lucius Drive as we discussed?

I look forward to hearing back for you. If we can come to agreement then yes, the county would release the remaining retainage after we inspect the repair on North Fisher King Drive.

I believe you have already submitted your final payment package to me including the required Contractor Release of Liens and Consent of Surety to Final Payment.

Best regards,

Bill

William L. Pinnix, P.E.  
Director of Engineering  
Brunswick County  
Post Office Box 249  
75 Courthouse Drive NE  
Building I  
Bolivia, North Carolina 28422  
Office: 910.253.2408  
Cell: 910.409.2557  
Fax: 910.253.2704  
Email: [william.pinnix@brunswickcountync.gov](mailto:william.pinnix@brunswickcountync.gov)

"E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties."

**From:** Rock Wells [<mailto:rock@wellsbrotherscc.com>]  
**Sent:** Thursday, August 03, 2017 4:28 PM  
**To:** William Pinnix <[William.Pinnix@brunswickcountync.gov](mailto:William.Pinnix@brunswickcountync.gov)>  
**Subject:** Avalon Closeout Counter Offer

Bill,

This email shall serve as a counter offer to your proposal of liquidated damages totaling \$30,000 and the single asphalt repair within N Fisher King Dr. \$68,147.64 is currently owed and outstanding to close out the contract. Wells Brothers is not receptive of this offer for the following reasons:

- The project never did and continues to not have any sense of urgency.
- No additional costs were incurred by Brunswick Co due to any delays caused by Wells Brothers.
- Brunswick Co never conveyed a need for this project to be completed in a certain timeframe.
- Per the attached inquiry from Wells Brothers' surety dated 5/18, Brunswick Co stated the project was progressing "very well".
- Lengthy durations between inspection requests, inspections and inspection findings.
- The performance of considerable extra work, e.g. swale construction, undercutting and utility connections.
- Road and utility infrastructure were substantially complete late April, ready for home construction commencement.
- No requests for additional money was ever made from Wells Brothers, for anything.

In consideration of everything noted above, Wells Brothers does concede the fact that it did mobilize away from the project at times to complete other time sensitive work. For this reason, Wells Brothers would be receptive to paying \$12,500 in liquidated damages and will make the single asphalt repair within N Fisher King Dr at no expense to Brunswick Co. The expense of these liquidated damages and the repairs to Wells Brothers will approach \$17,000. Please advise if you are receptive of this counter offer and Wells Brothers will perform the asphalt repair and hopefully Brunswick Co will release final funds.

Rock Wells | Vice President



[www.wellsbrotherscc.com](http://www.wellsbrotherscc.com)

**BOCC UPDATE 8/14/2017**  
**FINAL PAYMENT W/ LD RETAINED**  
**RELEASE OF RETAINAGE**

Request for Payment  
Brunswick County

**Project Name:** AVALON FY16 CIP **Period:** From 07/07/2017 to 07/07/2017

(1<sup>st</sup> day of month to last day of month)

**Designer:** COASTAL SITE DESIGN, PC **Contractor:** Wells Brothers Construction Co. Inc.

Contract Value as Awarded: \$ 1,362,953.00

Time of Completion as Awarded: - days

Date of Completion as Awarded: -

**CHANGE ORDERS:** Amount Days

#1 \$ -

#2 \$

#3 \$

#4 \$

Total Change Orders: \$

Adjusted Contract Value: \$ 1,362,953.00

Req. Payment Authorized Req. Payment Authorized

#1 \$59,825.91 #9

#2 \$123,486.70 #10

#3 \$70,694.26 #11

#4 \$102,695.91 #12

#5 \$193,032.74 #13

#6 \$231,171.22 #14

#7 \$404,971.68 #15

#8 \$108,926.94 #16

The undersigned Contractor certifies that 1) all previous progress payments received from Owner on account of work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; 2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such liens, security interests, or encumbrances); 3) all Work covered by this Request for Payment is in accordance with the Contract Documents and is not defective; and 4) that, to the best of his knowledge, the estimate is correct, due, and unpaid.

Certified By: Rock Wells 7/7/17  
Contractor Date

Reviewed By: WHL Pimp, PE 8/4/17  
Resident Project Representative Date

Reviewed By: N/A  
Designer Date

Approved By: WHL L. Pimp, P.E. 8/4/17  
Brunswick County Date

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

Total Value of Completed Work	\$ 1,362,953.00
5% Retained	- \$
95% of Material on Hand	+ \$ -
Liquidated Damages (15) Days \$1,000/Days	- \$ (15,000.00)
Net Total	= \$ 1,347,953.00 <del>1,362,953.00</del>
Previous Payments (Paid to Date)	- \$ 1,294,805.36
Total Due This Payment	= \$ 53,147.64 <del>68,147.64</del>

WLP, PE  
8/4/17

WLP, PE  
8/4/17

To Be Completed by Designer:

Record Drawings are complete & Up to Date: YES - NO  
Monthly Rain Day Record Submitted: YES - NO  
Erosion Control Documentation Submitted: YES - NO  
MBE Document for Contract Payments Submitted: YES - NO  
Updated Schedule Submitted: NA YES - NO  
Tax Statement & Certification Submitted: YES - NO  
Status Report Submitted: YES - NO

Julie A. Miller, Finance Officer  
Brunswick County, North Carolina

PREVIOUS PAYMENTS AUTHORIZED



# Brunswick County Stormwater

P.O. Box 249

Bolivia, N.C. 28422

Tel. (910) 253.2500

Fax. (910) 253.2704

Email - bflora@brunscoc.net

To: Bill Pinnix, PE

From: Brigit Flora, PE

Date: 5/25/2011

Re: Avalon Stormwater Fee (CIP Project 438193-464000)

The County Stormwater Permit 2007000359 was issued to Avalon on 3/16/07. The stormwater fee for the permit has never been paid. At the time the stormwater fee associated with the permit was determined to be \$39,350 based on the following:

155 acres disturbed * \$250/acre	= \$38,750
3 BMPs * \$200/BMP	= \$600
Total	= \$39,350

☒ APPROVED

William Pinnix, P.E.  
5/26/2011

The stormwater permit fee schedule was changed on March 17, 2008 to be based on built-upon area (impervious surface) instead of disturbed area. Under the new stormwater permit fee schedule the permit fee would be \$15,350 based on the following:

59 acres BUA * \$250	= \$14,750
3 BMPs * \$200/BMP	= \$600
Total	= \$15,350



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**August 14, 2017**

**Action Item # IV. - 5.**  
Finance - Fiscal Item

**From:**  
Julie A. Miller

**Issue/Action Requested:**

Request that the Board of Commissioners approve Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature presented on the consent agenda.

-Transfer from excess budgeted funds in property and general liability to cover an error in the budgeted amount for laptop computer replacements \$32,000.

-Cape Fear Regional Jetport Grant Additional Funding  
Appropriate additional grant funding for NCDOT grant 36237.45.15.1 final grant modification in the amount of \$48,327 with local cash match of \$4,837 and NCDOT award of \$43,535.

**Background/Purpose of Request:**

**Fiscal Impact:**

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable.

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve a transfer from excess budgeted funds in property and general liability to cover an error in the budgeted amount for laptop computer replacements \$32,000 and the Cape Fear Regional Jetport grant modification with a cash match of \$4,837.

**ATTACHMENTS:**

Description

- ❑ 170814 Budget Amendment laptops.pdf
- ❑ 170814 Budget Amendment Airport Grant.pdf
- ❑ 170814 Airport CPO.pdf

Request Info	
Type	Budget Amendment
Description	Laptops
Justification	Business Meeting 8/14/2017-Transfer funds to cover an error in the budgeted amount for laptop computers.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104290	445100	Non-Departmental	Property and General Liability	-32000	Decrease	Credit
104210	426200	Management Information Service	Operating Equip \$500 - \$4 999	32000	Increase	Debit

Total	
Grand Total:	0

Request Info	
Type	Budget Amendment
Description	Airport Grant 362327.45.15.1
Justification	Business Meeting 08/14/2017-Appropriate additional grant funding for NCDOT grant 36237.45.15.1 final grant modification in the amount of \$48,327 with local cash match of \$4,837 and NCDOT award of \$43,535.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438157	332104	Airport Grants	State Rev - 36237.45.15.1	43535	Increase	Credit
438157	449900	Airport Grants	Miscellaneous Expense	-4837	Decrease	Credit
438157	449822	Airport Grants	36237.45.15.1 Rehab NE GA Apro	48372	Increase	Debit

Total	
Grand Total:	87070

**COUNTY OF BRUNSWICK, NORTH CAROLINA**  
**CAPITAL PROJECT ORDINANCE**  
**Airport Grants Program**  
**Amended (438157)**

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Airport Grants Capital Projects Fund:

**Airport Grant Project Fund:**

**Revenues:**

36237.45.13.2	3,031,885.00
36237.45.14.1	449,252.00
36237.45.15.2	938,613.00
36237.45.16.1	150,000.00
36244.58.4.1	62,000.00
36237.45.10.2	513,265.00
36237.45.10.3	409,235.00
36237.45.10.1	150,000.00
36244.58.5.1	2,853,811.00
36237.45.11.1	288,401.00
36244.58.6.1	2,814,516.00
36237.45.10.4	172,359.00
36237.45.13.1	229,592.00
36244.58.7.1	85,000.00
36237.45.15.1	201,656.00
46333.1.1	55,000.00
46333.2.1	277,000.00
36244.58.8.3	2,223,818.00
36244.58.10.1	1,276,182.00
Transfer from General Fund	<u>1,714,564</u>
<b>Total Airport Grant Capital Project Fund Revenues</b>	<b>\$ 17,896,149</b>

**Expenditures:**

36237.45.13.2	3,031,885.00
36237.45.14.1	449,252.00
36237.45.15.2	938,613.00
36237.45.16.1	150,000.00
36244.58.4.1	62,000.00
36237.45.10.2	528,873.00
36237.45.10.3	409,235.00
36237.45.10.1	150,000.00
36244.58.5.1	2,853,811.00
36237.45.11.1	288,401.00
36244.58.6.1	2,814,516.00
36237.45.10.4	172,359.00
36237.45.13.1	229,592.00
36244.58.7.1	85,000.00
36237.45.15.1	209,467.00
46333.1.1	55,000.00
46333.2.1	277,000.00
36244.58.8.3	2,442,719.00
36244.58.10.1	1,345,248.00
Miscellaneous Expense	191,306
Land	<u>1,211,872</u>
<b>Total Airport Grant Capital Project Fund Expenditures</b>	<b>\$ 17,896,149</b>

Section 2. It is estimated that the following revenues will be available in the Brunswick County General Fund:

Current Funds Appropriated	\$	1,714,564
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Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$	1,714,564
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the August 14, 2017 meeting of the Brunswick County Board of Commissioners.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**August 14, 2017**

**From:**  
Julie A. Miller

**Action Item # IV. - 6.**

Finance - Equipment Lease Agreement For Tub Grinder and Screener

**Issue/Action Requested:**

Request that the Board of Commissioners approve the resolution and authorize the County Manager to execute the documents related to a Governmental Lease Purchase Agreement for the purchase of a Tub Grinder and Screener for use at the landfill for yard debris.

**Background/Purpose of Request:**

Due to the wood chip/mulch market declining over the past several years, the cost for contract grinding and screening of yard debris significantly increased. Having a grinder and screener to process our debris in-house will allow us to do so in a more timely manner and on a regular basis. This will free up space within the permitted compost facility and will produce the weekly required cover for the C&D landfill. This will also produce a marketable product with potential revenue. The screener will also be used when we crush concrete at the landfill and will reduce the cost of renting the equipment. During the budget process, several options were evaluated including contract services, firebox, and purchasing equipment. An equipment lease/purchase was ranked as the best solution for the yard debris program due to the cost of contract services and the quantity limitations of the firebox. The cost of the equipment is \$505,057. Payment Term: 36 months at 2.96% interest; Annual Payment: \$173,292.20 (1st payment due on signing lease).

**Fiscal Impact:**

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations  
Budget amendment is to appropriate \$70,000 budgeted and not used in FY17 for professional yard debris and transfer \$104,000 budgeted in capital outlay for the grinder/screener lease purchase.

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable.

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the resolution and authorize the County Manager to execute the documents related to a Governmental Lease Purchase Agreement for the purchase of a Tub Grinder and Screener for use at the landfill for yard debris.

**ATTACHMENTS:**

Description

- ❑ 170821 - Attach ScreenTec LLC Invoice for Grinder and Screener.pdf
- ❑ 170814 Budget Amendment Lease Purchase Agreement-Tub Grinder and Screener.pdf
- ❑ 170814 Attach Lease Purchase Agreement-Tub Grinder and Screener.pdf

# Screen-Tec, LLC

Please remit payment to:  
P.O. Box 37165  
Rock Hill, SC 29732  
www.screentecllc.com

Phone: 803-329-5164  
Fax: 803-329-5165  
Parts Dept: 803-324-7414

## Invoice

Date	Invoice #
7/14/2017	14978

Bill To
County of Brunswick Solid Waste PO Box 249 179 March 9, 1764 DR. NE Bolivia, NC 28422-0249

Ship To
Brunswick County Operations 179 March 9, 1764 Dr. NE Bolivia, NC 28422

P.O. Number	Terms	Due Date	Rep	Via	Screen-Tec PO
	Net 10	7/14/2017	WTM	Screentec	

Qty	Item Code	Description	Price Each	Amount
1	Misc/Sale	2017 DuraTech Model 3010 Industrial Tub Grinder - CAT C15 540 HP, manual jacks, mag head pulley, pintle hitch, remote control	313,457.00	313,457.00T
1	Misc/Sale NC Fght Chrgs	2017 QE341 - 3Way Track Screener NC Freight Charges	189,000.00 2,600.00	189,000.00T 2,600.00T
Parts orders can be placed between the hours of 8:00 am - 5:00 pm.				

It's been a pleasure working with you!

Sales Tax (6.75%)

\$34,091.35

**We now accept credit card payments.  
There is a 5% surcharge on credit card payments.**

Total

\$539,148.35

Payments/Credits

\$0.00

Balance Due

\$539,148.35

Request Info	
Type	Budget Amendment
Description	Grinder-Screener Lease Purchase
Justification	Business Meeting 08/14/2017-Roll \$70,000 from FY17 for professional yard debris and transfer \$104,000 budgeted in FY18 from capital outlay equipment purchase for a total of \$174,000 to debt service for lease purchase of a grinder/screener.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	70000	Increase	Credit
104720	455000	Solid Waste	Cap Outlay-Equipment	-104000	Decrease	Credit
109100	475013	Debt Service	Lease Prin-Grinder/Screener	174000	Increase	Debit

Total	
Grand Total:	140000



**Wells Fargo Bank, N. A.**  
200 Lomas Boulevard NW  
Albuquerque, NM 87102

August 7, 2017

Ms. Julie Miller  
County of Brunswick  
30 Government Center  
Drive Northeast  
Bolivia, NC 28422

Dear Ms. Miller:

Thank you for choosing Wells Fargo Bank, N. A. to handle your finance needs. Enclosed please find the following documents necessary to complete your lease transaction:

1. Bank-Qualified Designation - have signed where indicated
2. Form of Authorizing Resolution – fill in the required information in Sections 1 & 4, have signed and dated where indicated
3. Incumbency Certificate – have the Secretary/Clerk fill in their name in the first Paragraph and print the name and title of authorized signors. Have the authorized signors sign next to their name in column 3, have the Secretary/Clerk sign and date
4. Master Governmental Lease Purchase Agreement – have signed where indicated
5. Supplement to Master Governmental Lease Purchase Agreement - fill in the Serial Numbers of the Equipment under the Equipment Description section, have signed where indicated by an authorized signor, and then certified by the Finance Officer or Deputy Finance Officer
6. Exhibit A – have signed where indicated
7. Verification of Information – fill in the Federal Tax ID Number, verify the Principal Place of Business Address, the Billing Address and Equipment/Titling Location, have signed where indicated
8. Pay Proceeds Letter – have signed and dated
9. Delivery & Acceptance Certificate – complete Section 3, have signed and dated
10. ACH Form – if you would like the annual payments taken out automatically, complete the form and return with a voided check
11. Insurance Requirements – prior to vendor payment, the insurance agent must provide evidence of insurance naming Wells Fargo Bank, N. A. as Loss Payee and Additional Insured. The certificates can either be emailed to me at [Diane.L.Kaiser@wellsfargo.com](mailto:Diane.L.Kaiser@wellsfargo.com) or faxed to me at 877-542-4813.
12. Advance Payment and Documentation Fee – please remit a check for the advance payment and documentation fee when returning the signed documents. Note: we must be in receipt of the advance payment prior to vendor funding
13. Opinion of Counsel – please have the legal counsel of the County of Brunswick review the documentation and provide an opinion letter. The letter included in the package can be used as a reference. (Note: The letter must be printed on the letterhead of the attorney)

All documents requiring a signature must be signed by an authorized officer. Please return all documents along with the Certificate of Insurance to my attention. ***Please retain for your records copies of the original documents. Unless requested, you will not receive a copy following funding of the transaction.***

If you have any questions regarding the enclosed, please do not hesitate to contact me at 505-765-5259.

Sincerely,

Diane L. Kaiser  
Contract Analyst, AVP

# Bank-Qualified Designation

Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

WELLS  
FARGO

Supplement Number 497152-400 dated as of August 3, 2017 to  
Master Governmental Lease-Purchase Agreement  
Number 497152 dated as of August 3, 2017

Name and Address of Lessee:

**County of Brunswick**  
**30 Government Center Drive Northeast**  
**Bolivia , NC 28422**

Lessee hereby designates the above referenced Master Governmental Lease-Purchase Agreement and Supplement thereto (collectively, the "Lease") to which this Designation is attached, as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Lessee hereby represents that the Lessee reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including the Lease) that exceed the aggregate principal amount of \$10,000,000 during the calendar year in which the Lease is executed and delivered and interest commences to accrue thereunder.

This Designation is attached to and made a part of the Lease.

Executed On: \_\_\_\_\_

Lessee: County of Brunswick

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

**FORM OF AUTHORIZING RESOLUTION**

A RESOLUTION OF THE GOVERNING BODY OF COUNTY OF BRUNSWICK, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER GOVERNMENTAL LEASE-PURCHASE AGREEMENT AND SUPPLEMENT NO. 497152-400 THERETO WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, County of Brunswick (the "Lessee"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of North Carolina is authorized by the laws of the State of North Carolina to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions; and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain Master Governmental Lease-Purchase Agreement Number 497152 dated as of August 3, 2017 (the "Agreement"), and Supplement No. 497152-400 dated as of August 3, 2017 thereto (the "Supplement" and together with the Agreement, the "Lease"), each with Wells Fargo Bank, National Association (the "Lessor"), the forms of which have been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Supplement as provided in the Agreement for the purchase, acquisition and leasing of the equipment to be therein described on the terms and conditions therein provided:

Now, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of Lessee as follows:

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and the Supplement are hereby approved in substantially the forms presented at this meeting. with such insertions, omissions and changes as shall be approved by the \_\_\_\_\_ of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the \_\_\_\_\_ of the Lessee is hereby authorized and directed to execute, and the \_\_\_\_\_ of the Lessee is hereby authorized and directed to attest and countersign, the Agreement and the Supplement and any related Exhibits attached thereto and to deliver the Agreement and the Supplement (including such Exhibits) to the respective parties thereto and the \_\_\_\_\_ of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement and the Supplement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of an acceptance certificate with respect to the Supplement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and the Supplement.

Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, the Supplement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, the Supplement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Lease are special limited obligations of the Lessee as provided therein.

Section 4. Appointment of Authorized Lessee Representatives. The \_\_\_\_\_ and \_\_\_\_\_ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and the Supplement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and the Supplement.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

County of Brunswick, as Lessee

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# Incumbency Certificate

Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415



I, \_\_\_\_\_, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of County of Brunswick, a political subdivision or agency duly organized and existing under the laws of the State of North Carolina, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (I) the signatures set opposite their respective names and titles are their true and authentic signatures and (II) such officers have the authority on behalf of such entity to enter into that certain Master Governmental Lease-Purchase Agreement Number 497152 dated as of August 3, 2017 and any Supplements thereto.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate as of \_\_\_\_\_.

\_\_\_\_\_  
SECRETARY/CLERK

# Master Governmental Lease Purchase Agreement

WELLS  
FARGO

Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

Master Governmental Lease Purchase Agreement Number 497152 dated as of August 3, 2017

Name and Address of Lessee:

**County of Brunswick**  
**30 Government Center Drive**  
**Northeast**  
**Bolivia, NC 28422**

## Master Governmental Lease Purchase Agreement Provisions ("Master Lease")

**1. LEASE.** Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the personal property described in a Supplement or Supplements to this Master Lease from time to time signed by Lessor and Lessee upon the terms and conditions set forth in this Master Lease and in the related Supplement (such property together with all replacements, substitutions, parts, improvements, repairs, and accessories, and all additions incorporated therein or affixed thereto being referred to herein as the "Equipment"). Each Supplement shall constitute a separate lease incorporating the terms of this Master Lease. References in this Master Lease to "this Lease", "hereunder" and "herein" shall be construed to mean a Supplement which incorporates this Master Lease. Lessee's execution of a Supplement shall obligate Lessee to lease the Equipment described therein from Lessor. No Supplement shall be binding on Lessor unless and until executed by Lessor. Anything to the contrary notwithstanding, Lessor shall have no obligation to accept, execute or enter into any Supplement or to acquire or lease to Lessee any equipment. Except as otherwise required by applicable law, upon Lessee's acceptance of the Equipment under the Lease, title to all Equipment shall vest in Lessee subject to Lessor's rights hereunder.

**2. TERM.** The term of this Lease shall begin on, and interest shall accrue from, the rent commencement date shown in the applicable Supplement and shall continue for the number of consecutive months from the rent commencement date shown in such Supplement unless earlier terminated as provided herein. Upon agreement by Lessor and Lessee as to any Equipment to be acquired and leased by Lessee under this Lease, Lessor and Lessee may enter into an escrow agreement establishing a fund from which the Total Cost for such Equipment is to be disbursed in accordance with disbursement requests as provided therein, and an amount equal to the Total Cost for such Equipment is to be deposited therein by Lessor. Lessee agrees that the rent commencement date may be left blank when Lessee executes the related Supplement and hereby authorizes Lessor to insert the rent commencement date, which shall be the date Lessor disburses the Total Cost or deposits such amounts into an escrow fund as provided herein, irrespective of when the Equipment is accepted by Lessee. When the Equipment under this Lease has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor a delivery and acceptance certificate.

**3. RENT; NON-APPROPRIATION.** Lessee shall pay as basic rent for the term of this Lease the amount shown in the related Supplement as Total Basic Rent, subject, however to the provisions of this paragraph 3. As set forth in the related Supplement or an exhibit thereto, each basic rental payment consists of principal and interest portions. The Total Basic Rent shall be payable in installments each in the amount of the basic rental payment set forth in the related Supplement plus sales and use tax thereon (if applicable). Lessee shall pay advance installments and any security deposit, each as shown in the related Supplement, on the date it is executed by Lessee. Subsequent installments shall be payable on the first day of each rental payment period shown in the related Supplement beginning after the first rental payment period; provided, however, that Lessor and Lessee may agree to any other payment schedule, in which event they shall be set forth in the Supplement.

Lessee is obligated only to pay basic rental payments and other amounts due under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay the basic rental payments and other amounts due under this Lease for any fiscal period during the term of this Lease (an "Event of Non-Appropriation"), this Lease shall be deemed terminated at the end of Lessee's then current fiscal period. Lessee agrees to deliver notice to Lessor immediately (and in no case later than 30 days prior to the end of Lessee's then current fiscal period) of the occurrence of an Event of Non-Appropriation under this Lease. If an Event of Non-Appropriation occurs with respect to this Lease, Lessee shall return the Equipment in accordance with paragraph 14. Lessee currently intends, subject to this paragraph, to pay all basic rental payments for the term of the Lease, and reasonably believes that legally available funds in an amount sufficient to pay all basic rental payments and other amounts due during the term of this Lease can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain legally available funds from which the basic rental payments and other amounts due under this Lease may be paid, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding anything herein to the contrary, the decision whether or not to budget and appropriate funds and continue the term of this Lease is within the discretion of the governing body of Lessee.

Lessor and Lessee understand and intend that the obligation of Lessee to pay basic rental payments under this Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

## THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Lessor: Wells Fargo Bank, National Association

Lessee: County of Brunswick

By

By

Title

Title

**4. SECURITY DEPOSIT.** Lessor may apply any security deposit toward any obligation of Lessee under any Supplement and shall return any unapplied balance to Lessee without interest upon full satisfaction of all of Lessee's obligations.

**5. NO WARRANTIES.** Lessee agrees that it has selected each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSEE ACKNOWLEDGES THAT: LESSOR IS ACTING ONLY AS A FINANCING SOURCE WITH RESPECT TO LESSEE'S ACQUISITION OF THE EQUIPMENT; LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT NOR A DEALER THEREIN; THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY, DESCRIPTION AND MANUFACTURE SELECTED BY THE LESSEE; LESSEE IS SATISFIED THAT THE EQUIPMENT IS SUITABLE AND FIT FOR ITS PURPOSES; AND LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE QUALITY, CONDITION OR CAPACITY OF THE EQUIPMENT OR THE MATERIALS IN THE EQUIPMENT OR WORKMANSHIP OF THE EQUIPMENT, TITLE TO THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY EQUIPMENT OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OR OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. LESSOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING ANY LIABILITY FOR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. No defect or unfitness of the Equipment and no failure on the part of the manufacturer or the shipper of the Equipment to deliver the Equipment or any part thereof to Lessee shall relieve Lessee of the obligation to pay rent or any other obligation hereunder. Lessor shall have no obligation in respect of the Equipment and shall have no obligation to install, erect, test, adjust or service the Equipment. Lessee shall look only to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any item of Equipment for any reason and in any way be defective. To the extent permitted by the manufacturer and/or vendor and provided Lessee is not in default under the Lease, Lessor shall make available to Lessee all manufacturer and/or vendor warranties with respect to the Equipment.

**6. LESSEE COVENANTS, REPRESENTATIONS AND WARRANTIES.** (a) Affirmative Covenants. Lessee shall: (i) pay all shipping and delivery charges and other expenses incurred in connection with the Equipment and pay all lawful claims, whether for labor, materials, supplies, rent or services, which might or could if unpaid become a lien on the Equipment; (ii) comply with (x) all federal, state and local laws, regulations and rules relating to Lessee, the Equipment and/or its use, (y) all manufacturer's instructions and warranty requirements, and (z) the conditions and requirements of all policies of insurance relating to the Equipment and its use; (iii) mark and identify the Equipment with all information and in such manner as Lessor or its assigns may request from time to time and replace promptly any such markings or identification which are removed, defaced or destroyed; (iv) at any and all times during business hours, grant Lessor free access to enter upon the premises wherein the Equipment shall be located or used and permit Lessor to inspect the Equipment and all applicable maintenance records; provided, however, that Lessor shall have no obligation to inspect any Equipment or records; (v) maintain a system of accounts established and administered in accordance with generally accepted accounting principles and practices consistently applied; (vi) within one hundred and twenty (120) days after the end of each fiscal period, deliver to Lessor the audited financial statements of Lessee as at the end of and for such fiscal period, with accompanying notes to financial statements, each setting forth in comparative form the corresponding figures for the preceding fiscal period, in each case prepared in accordance with generally accepted accounting principles and practices consistently applied, and certified by an independent accounting firm; (vii) with reasonable promptness, furnish Lessor with such other information, financial or otherwise, relating to Lessee or the Equipment as Lessor shall reasonably request; and (viii) comply with all provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the United States Treasury Regulations thereunder applicable to excluding the interest component of the basic rental payments under this Lease from the recipient's gross income for federal income tax purposes.

(b) Negative Covenants. Lessee shall not (i) voluntarily or involuntarily create, incur, assume or suffer to exist any mortgage, lien, security interest, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Equipment or this Lease or any of Lessee's interest thereunder, except those created under this Lease in favor of Lessor; (ii) permit the name of any person, association or corporation other than the Lessor or Lessee to be placed on the Equipment; (iii) part with possession or control of or suffer or allow to pass out of its possession or control any item of the Equipment or change the location (or alternatively, the garage or base location with respect to vehicles or mobile equipment) of the Equipment or any part thereof from the address shown in the applicable Supplement; (iv) ASSIGN OR IN ANY WAY TRANSFER OR DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE EQUIPMENT; (v) change its name or address from that set forth above; or (vi) permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code.

(c) Representations and Warranties. Lessee represents and warrants to Lessor, that effective on the date on which Lessee executes this Master Lease and each Supplement: (i) Lessee is a state or political subdivision thereof within the meaning of Section 103(c) of the Code; (ii) Lessee has the power and authority under applicable law to enter into the transactions contemplated by this Master Lease and each Supplement and to perform all of its obligations hereunder and thereunder; (iii) the execution and delivery of this Master Lease and each Supplement and the performance of Lessee's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Lessee and are not in contravention of, and will not violate any judgment, order, law or regulation applicable to Lessee or result in a breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment pursuant to any loan agreements or indentures of Lessee, or any other contract, agreement or instrument to which Lessee is a party or by which it is bound; (iv) the person signing the Master Lease and each Supplement on behalf of Lessee is duly authorized; (v) all requirements have been met and procedures have occurred in order to ensure the enforceability of this Master Lease and each Supplement, and Lessee has complied with such public bidding requirements as may be applicable to the transactions contemplated by this Master Lease and each Supplement; (vi) Lessee has obtained all other approvals and consents as are necessary to consummate the Master Lease and each Supplement; (vii) this Master Lease and each Supplement constitute a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms; (viii) all information provided by Lessee to Lessor in connection with this Lease is true and correct; (ix) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person; (x) there are no suits pending or threatened against Lessee which, if decided adversely, might materially adversely affect Lessee's financial condition, the value, utility or remaining useful life of the Equipment, the rights intended to be afforded to Lessor hereunder or the ability of Lessee to perform its obligations under the Lease or any document delivered in connection with the Lease; (xi) no portion of the net proceeds of this Lease will be used to reimburse Lessee for any

payment made more than 60 days prior to the earlier of (I) the date Lessee executed the related Supplement or (II) any official action taken by Lessee or its governing body to evidence an intent to finance the Equipment described in the related Supplement; and (xii) in the event that the Total Cost of any Equipment includes a prepayment for updates, maintenance or support services with respect to computer software, the vendor thereof has confirmed to Lessee in writing (and such writing has been or will be delivered to Lessor) that the same maintenance, repair, extended warranty, updates or maintenance or support services, as applicable are regularly provided to non-governmental persons on the same terms.

**7. TAXES.** Unless Lessee has provided Lessor with evidence necessary (as determined by Lessor in its sole discretion) to sustain an exemption therefrom, Lessee shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any governmental body or agency upon the Equipment or its use, purchase, ownership, delivery, leasing, possession, storage, operation, maintenance, repair, return or other disposition of the Equipment, or for titling or registering the Equipment, or upon the income or other proceeds received with respect to the Equipment or this Lease or the rentals hereunder; provided, however, that Lessee shall not be required to pay taxes on or measured by the net income of Lessor. Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction. Upon the expiration or earlier termination of the Lease, Lessee shall pay to Lessor any such taxes accrued or assessed but not yet due and payable.

**8. INDEMNITY.** To the extent permitted by applicable law and subject to the provisions of paragraph 3 hereof, Lessee hereby agrees to indemnify and hold Lessor harmless (on an after-tax basis) from and against any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, obligations, actions, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including attorneys' fees) arising out of, or in any manner connected with, or resulting directly or indirectly from, the Equipment, including, without limitation, the manufacture, purchase, lease, financing, selection, ownership, delivery, rejection, non-delivery, transportation, possession, use, storage, operation, condition, maintenance, repair, return or other disposition of the Equipment or with this Lease, including without limitation, claims for injury to or death of persons and for damage to property, whether arising under the doctrine of strict liability, by operation of law or otherwise, and to give Lessor prompt notice of any such claim or liability.

**9. ASSIGNMENT.** Lessor may sell or assign any or all of its interest in this Lease or sell or grant a security interest in all or any part of the Equipment, without the consent of Lessee; provided however, Lessor will deliver to Lessee written notice of an assignment. Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments with respect to this Lease in form necessary to comply with Section 149 of the Code. For this purpose, Lessee appoints Lessor to act as its registration agent, which appointment Lessor hereby accepts. Lessor agrees on Lessee's behalf to maintain such record of all assignments. Lessee agrees not to assert against any assignee of Lessor any setoff, recoupment, claim, counterclaim or defense Lessee may have against Lessor or any person other than such assignee. Lessee agrees that if it receives written notice of an assignment from Lessor, it will pay all Rent and other payments payable under each assigned Supplement to such assignee or as instructed by Lessor or the assignee identified in the notice received from Lessor. An assignee of Lessor shall have all rights of Lessor under the applicable Lease, to the extent assigned, separately exercisable by such assignee independently of Lessor or any assignee with respect to other leases. Upon any such assignment and except as may otherwise be provided therein all references in this Master Lease to Lessor shall include such assignee.

**10. EQUIPMENT PERSONALTY.** The Equipment shall remain personal property regardless of its attachment to realty, and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment as a result of its attachment to realty. If requested by Lessor with respect to any item of the Equipment, Lessee will obtain and deliver to Lessor waivers of interest or liens in recordable form, satisfactory to Lessor, from all persons claiming any interest in the real property on or in which such item of the Equipment is installed or located.

**11. USE AND MAINTENANCE.** Lessee will use the Equipment with due care and only for the purpose for which it is intended. Lessee will, by qualified personnel, use, maintain, repair, modify (to the extent permitted or required herein) in accordance with prudent practices (but in no event less than the same extent to which Lessee maintains other similar equipment owned or leased by it) and for the purpose for which such Equipment was designed, in compliance with insurance policies, manufacturer's specified maintenance programs, warranties and applicable laws, and shall keep the Equipment in as good repair, condition and working order as when originally received by Lessee, ordinary wear and tear excepted, and will furnish and replace all parts of the Equipment as may from time to time become worn out, lost, stolen, destroyed or damaged or unfit for use, all at its expense. Lessee shall, at its expense, make all modifications and improvements to the Equipment required by law. Lessee may, at its sole cost and expense, make any modifications to the Equipment, provided that such modifications (a) are readily removable without causing damage to the Equipment, (b) do not reduce the value, utility, marketability or remaining useful life of the Equipment, and (c) are of a kind that customarily are made by lessees or purchasers of equipment similar to the Equipment. All parts, modifications and improvements to the Equipment shall, when installed or made, immediately become part of the Equipment for all purposes; provided, that any modification not required by law shall if requested by Lessor be removed by Lessee and any damage to the Equipment resulting from such removal shall be repaired prior to the return of the Equipment to the Lessor. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

**12. LOSS OR DAMAGE.** No loss or damage to the Equipment or any part thereof shall affect any obligation of Lessee under this Lease, which shall continue in full force and effect. Lessee shall advise Lessor in writing within five (5) days of any item of Equipment becoming lost, stolen or damaged and of the circumstances and extent of such damage. In the event any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment (each, a "Loss"), Lessee shall promptly pay Lessor from insurance proceeds and other legally available funds, within ten (10) days after demand by Lessor, a payoff amount equal to the Termination Balance (as set forth on the related Supplement or an exhibit thereto) with respect to such item of Equipment (as determined by Lessor based on the Total Cost of such Equipment) as of the rental payment due date immediately preceding the date of Loss, plus accrued interest thereon at the annual rate set forth on the related Supplement or an exhibit thereto from such rental payment due date through the date of payment to Lessor, computed on the basis of a 30 day month and 360 day year. Upon payment of such amount to Lessor, such item shall become the property of Lessee, Lessor will release or transfer to Lessee, without recourse or warranty, all of Lessor's right, title (if any) and interest therein, the rent with respect to such item shall terminate, and the basic rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be paid to Lessor and credited to Lessee's obligation under this paragraph and Lessee shall be entitled to any surplus. Whenever the Equipment is damaged and such damage can be repaired, Lessee shall, at its expense, promptly effect such repairs as Lessor shall

deem necessary for compliance with paragraph 11 above. Proceeds of insurance shall be paid to Lessor with respect to such reparable damage to the Equipment and shall, at the election of Lessor, be applied either to the repair of the Equipment by payment by Lessor directly to the party completing the repairs, or to the reimbursement of Lessee for the cost of such repairs; provided, however, that Lessor shall have no obligation to make such payment or any part thereof until receipt of such evidence as Lessor shall deem satisfactory that such repairs have been completed and further provided that Lessor may apply such proceeds to the payment of any rent or other sum due or to become due hereunder if at the time such proceeds are received by Lessor there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default.

**13. INSURANCE.** Lessee shall obtain and maintain on or with respect to the Equipment at its own expense (a) liability insurance (including bodily injury and property damage) with a minimum \$1 million combined single limit per occurrence and (b) all-risk physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the full replacement cost of the Equipment or the then applicable Termination Balance, whichever is greater. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein naming Lessor as an additional insured thereunder for the liability coverage and as (i) loss payee for the property damage coverage if the aggregate original cost of the Equipment leased hereunder is \$1 million or less, or (ii) lender loss payee for the property damage coverage if the aggregate original cost of the Equipment leased hereunder exceeds \$1 million. Each such policy shall be in such form and with such insurers as may be satisfactory to Lessor, and shall contain a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy and a clause requiring the insurer to give to Lessor at least thirty (30) days' prior written notice of (i) the cancellation or non-renewal of such policy or (ii) any amendment to the terms of such policy if such amendment would cause the policy no longer to conform to the policy requirements stated in this paragraph; and ten (10) days prior notice of cancellation for non-payment of premium. Lessee shall deliver to Lessor, annually and upon renewal or replacement of any insurance required herein, evidence satisfactory to Lessor of the required insurance coverage. Lessee hereby assigns to Lessor the proceeds of all such insurance and directs any insurer to make payments directly to Lessor. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.

**14. RETURN OF THE EQUIPMENT.** Upon the termination of this Lease by Lessor pursuant to its rights under paragraph 18 or following an occurrence of an Event of Non-Appropriation, Lessee will immediately deliver the Equipment to and in the manner designated by the Lessor in the same condition as when delivered to Lessee fully capable of performing all functions for which it was originally designed (or as upgraded during the Lease term), ordinary wear and tear excepted, and in compliance with any additional return conditions set forth in the applicable Supplement, at such location within the continental United States as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such delivery. Lessee shall arrange for the disassembly and packing of the Equipment, together with all parts and pieces and then reassembly (including, if necessary, repair and overhaul) by an authorized representative of the manufacturer. Without limiting the generality of the foregoing, returned Equipment shall be in such condition to immediately qualify for (i) the manufacturer's (or other authorized service representative's) then available service contract or warranty, and (ii) all applicable licenses or permits necessary for its operation for its intended purposes and to comply with all specifications and requirements of applicable federal, state and local laws. The Equipment shall be returned with all related maintenance logs, operating manuals and other related materials and all such materials will be undamaged and contain all pages.

If this Lease is terminated by Lessor pursuant to paragraph 18 or in connection with an Event of Non-Appropriation, then unless title is already vested in Lessor, title to the Equipment shall immediately and without any further action by Lessee vest in Lessor. Transfer of title pursuant to this paragraph shall occur automatically without the necessity of delivery or receipt of any bill of sale, certificate of title or any other instrument of conveyance. Lessee shall nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

**15. ADDITIONAL ACTION; EXPENSES.** Lessee will promptly execute and deliver to Lessor such further documents, take such further action, and provide such information as Lessor may request in order to carry out more effectively the intent and purpose of this Lease, including the execution and delivery of appropriate financing statements to protect fully Lessor's interest hereunder in accordance with the Uniform Commercial Code or other applicable law, and/or comply with laws or regulations applicable to Lessor, Lessee, and/or the transaction evidenced by this Lease. Lessor and any assignee of Lessor is authorized to file one or more Uniform Commercial Code financing statements without the signature of Lessee or signed by Lessor or any assignee of Lessor as attorney-in-fact for Lessee. Lessee hereby grants to Lessor a power of attorney in Lessee's name, to apply for a certificate of title for any item of Equipment that is required to be titled under the laws of any jurisdiction where the Equipment is or may be used and/or to transfer title thereto upon the occurrence of an Event of Non-Appropriation or the exercise by Lessor of its remedies upon an Event of Default by Lessee under this Lease. Lessee acknowledges that Lessor may incur out-of-pocket costs and expenses in connection with the transactions contemplated by this Lease, and accordingly agrees to pay (or reimburse Lessor for) the reasonable costs and expenses related to (a) filing any financing, continuation or termination statements, (b) any title and lien searches with respect to this Lease and the Equipment, and (c) documentary stamp taxes relating to the Lease, subject, however, to the provisions of paragraph 3 hereof. Lessee will do whatever may be necessary to have a statement of the interest of Lessor and any assignee of Lessor in the Equipment noted on any certificate of title relating to the Equipment and will deliver said certificate to Lessor. If Lessee fails to perform or comply with any of its agreements, Lessor may perform or comply with such agreements in its own name or in Lessee's name as attorney-in-fact and the amount of any payments and expenses of Lessor incurred in connection with such performance or compliance, together with interest thereon at the rate set forth in the related Supplement, shall be deemed rent payable by Lessee upon demand, subject, however, to the provisions of paragraph 3 hereof.

**16. LATE FEES.** If any payment due hereunder is not received by Lessor within ten (10) days of its due date, Lessee agrees to pay a late fee to Lessor equal to the lesser of (i) 5% of the past due amount or (ii) the highest amount allowed by applicable law. Payments thereafter received shall be applied first to delinquent installments and then to current installments.

**17. DEFAULT.** Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay within ten (10) days of when due any installment of basic rent or any other amount due hereunder; (b) any certificate, statement, representation, warranty or financial or credit information heretofore or hereafter made or furnished by or on behalf of Lessee proves to have been false or misleading in any material respect or omitted any material fact, contingent or unliquidated liability or claim against Lessee; (c) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for ten (10) days following the earlier of (i) written notice thereof by Lessor to Lessee or (ii) Lessee's first knowledge thereof; (d) Lessee shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver,

or liquidator shall be appointed of it or of all or a substantial part of its assets; or (e) Lessee shall be in breach of or in default in the payment or performance of any material obligation under any credit agreement, conditional sales contract, lease, or other contract with Lessor, an affiliate of Lessor or any other person or entity, howsoever arising.

**18. REMEDIES.** Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in paragraph 17(d), an amount equal to the basic rental payments and other amounts due under this Lease during Lessee's then current fiscal period shall automatically become and be immediately due and payable without notice or demand of any kind. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy, and such remedies may be exercised concurrently or separately but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder.

a) Lessor may, by written notice to Lessee, terminate this Lease as to any or all of the Equipment subject hereto and declare an amount equal to all basic rental payments payable by Lessee pursuant to this Lease and other amounts payable by Lessee under such Lease to the end of Lessee's then current fiscal period to be immediately due and payable, as liquidated damages and not as a penalty, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this paragraph 18. Lessee shall at its expense promptly deliver the Equipment to Lessor at a location or locations within the continental United States designated by Lessor. Lessor may also enter upon the premises where the Equipment is located and take immediate possession of and remove the same with or without instituting legal proceedings.

b) Lessor may proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease.

c) In the event Lessor repossesses the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such manner and upon such terms as Lessor may in its sole discretion determine and continue to hold Lessee liable for the difference between (i) the basic rental payments and other amounts payable by Lessee pursuant to this Lease to the end of the Lessee's then current fiscal period, and (ii) the net proceeds of any such sale or lease (after deducting all expenses of Lessor in exercising its remedies under this Lease), subject, however to the provisions of paragraph 3 hereof.

d) To the extent permitted by applicable law and subject to the provisions of paragraph 3 hereof, Lessor may recover interest on any amount recoverable under this paragraph 18 from the date it becomes payable until fully paid at the rate of the lesser of 12% per annum or the highest rate permitted by law.

e) Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other costs and expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment, subject, however, to the provisions of paragraph 3 hereof. Any payment received by Lessor may be applied to unpaid obligations as Lessor in its sole discretion determines.

Lessee grants Lessor a security interest in the Equipment, and if applicable, in any escrow fund established in connection with the funding of this Lease, to secure its obligations under such Supplement, all other Supplements and all other indebtedness at any time owing by Lessee to Lessor. Lessee agrees that upon the occurrence of an Event of Default, in addition to all of the other rights and remedies available to Lessor hereunder, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code.

No express or implied waiver by Lessor of any breach of Lessee's obligations hereunder shall constitute a waiver of any other breach of Lessee's obligations hereunder.

**19. NOTICES.** Any notice hereunder to Lessee or Lessor shall be in writing and shall be deemed to have been given when delivered personally or deposited with a nationally-recognized overnight courier service or in the United States mails, postage prepaid, addressed to recipient at its address set forth above or at such other address as may be last known to the sender.

**20. NET LEASE AND UNCONDITIONAL OBLIGATION.** This Lease is a completely net lease and except as expressly provided in paragraph 3 hereof, Lessee's obligation to pay rent and all other amounts payable by Lessee hereunder is absolute, unconditional and irrevocable, and shall be paid without any abatement, reduction, setoff or defense of any kind.

**21. NON-CANCELABLE LEASE.** This Lease cannot be canceled, prepaid or terminated except as expressly provided herein or in the applicable Supplement.

**22. SURVIVAL OF INDEMNITIES.** Lessee's obligations under paragraphs 7, 8, and 18 shall survive termination or expiration of this Lease.

**23. PURCHASE OF EQUIPMENT BY LESSEE; PREPAYMENT.** Provided that Lessee is not then in default under this Lease, such Lease will terminate, the security interest of Lessor in the Equipment under such Lease will be terminated or Lessee will acquire title to the Equipment under such Lease free and clear of all liens and encumbrances created by, or arising through or under, Lessor: (a) at the end of the full scheduled term of such Lease, upon payment in full of all basic rental payments and other amounts payable by Lessee under such Lease for the full scheduled term of such Lease; (b) on the date Lessee pays to Lessor the payoff amount due under paragraph 12 with respect to all items of Equipment under this Lease; or (c) on any rental payment due date, upon payment by Lessee of the then applicable Termination Balance under such Lease as set forth on the related Supplement or an exhibit thereto plus the basic rental payment amount due on such date and all other amounts then due by Lessee under such Lease, provided that Lessee shall have given Lessor not less than 30 days' prior written notice of its intent to make such payment.

**24. COUNTERPARTS.** Lessor may in its sole discretion, accept a photocopy, electronically transmitted facsimile or other reproduction of this Master Lease and/or a Supplement (a "Counterpart") as the binding and effective record of this Master Lease and/or a Supplement whether or not an ink signed copy hereof or thereof is also received by Lessor from Lessee, provided, however, that if Lessor accepts a Counterpart as the binding and effective record of this Master Lease or a Supplement, the Counterpart acknowledged in writing by Lessor shall constitute the record hereof or thereof. Lessee represents to Lessor that the signature that appears on the Counterpart that is transmitted by Lessee to Lessor in any manner described above is intended by Lessee to authenticate the Counterpart notwithstanding that such signature is electronic, facsimile or a reproduction and Lessee further agrees that a Counterpart of this Master Lease or a Supplement received by Lessor, shall, when acknowledged in writing by Lessor, constitute an original document for the purposes of establishing the provisions hereof and thereof and shall be legally admissible

under the best evidence rule and binding on and enforceable against Lessee. If Lessor accepts a Counterpart of a Supplement as the binding and effective record thereof only such Counterpart acknowledged in writing by Lessor may be marked "Original" and to the extent that a Supplement constitutes chattel paper, perfection of a security interest by possession may only be accomplished by possession of the Counterpart that bears Lessor's ink signed acknowledgement and is marked "Original."

**25. NON-WAIVER.** No course of dealing between Lessor and Lessee or any delay or omission on the part of Lessor in exercising any rights hereunder shall operate as a waiver of any rights of Lessor. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Lessor unless it is in writing and signed by Lessor. To the extent permitted by applicable law, Lessee hereby waives the benefit and advantage of, and covenants not to assert against Lessor, any valuation, inquisition, stay, appraisal, extension or redemption laws now existing or which may hereafter exist which, but for this provision, might be applicable to any sale or re-leasing made under the judgment, order or decree of any court or under the powers of sale and re-leasing conferred by this Lease or otherwise. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages as set forth in paragraph 18 or which may otherwise limit or modify any of Lessor's rights or remedies under paragraph 18.

**26. MISCELLANEOUS.** This Master Lease and related Supplement(s) constitute the entire agreement between Lessor and Lessee and may be modified only by a written instrument signed by Lessor and Lessee. Any provision of this Lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of this Lease and shall not be deemed to effect the meaning or construction of any of the provisions hereof. In the event there is more than one Lessee named in this Master Lease or in any Supplement, the obligations of each shall be joint and several. This Lease shall in all respects be governed by, and construed in accordance with, the substantive laws of the state in which Lessee is located. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER ARISING UNDER OR IN CONNECTION WITH THIS LEASE. TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF LESSEE UNDER THIS LEASE.

# Supplement

## to Master Governmental Lease-Purchase Agreement

Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

WELLS  
FARGO

Supplement Number 497152-400 dated as of August 3, 2017 to  
Master Governmental Lease-Purchase Agreement  
Number 497152 dated as of August 3, 2017

Name and Address of Lessee:  
**County of Brunswick**  
**30 Government Center Drive**  
**Northeast**  
**Bolivia, NC 28422**

**Notice: Lessor reserves the right to withdraw the terms of this Supplement and issue a modified Supplement without notice to Lessee if Lessor is not in receipt of a fully executed original or facsimile of this document within five (5) business days of the date of this Supplement. However, in that event, no such modifications will be binding on Lessee unless and until Lessee executes the modified document containing all such modifications.**

This is a Supplement to the Master Governmental Lease-Purchase Agreement identified above between Lessor and Lessee (the "Master Lease"). Pursuant to the Master Lease (all the terms and conditions of which are incorporated herein by reference, except to the extent that they relate solely to other Supplements or Equipment listed on other Supplements) and this Supplement, Lessor is leasing to Lessee, and Lessee is leasing from Lessor, the Equipment described below. Lessee represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Lease (including, without limitation, Section 6 thereof) are true and correct as though made on the date of execution of this Supplement.

**Equipment Description: One (1) New Duratech Model 3010 Industrial Tub Grinder - Serial Number \_\_\_\_\_ and One (1) New QE341 3-Way Screener - Serial Number \_\_\_\_\_ together with all attachments and accessories.**

After Lessee signs this Lease, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into this Equipment Description.

**Equipment Location: 30 Government Center Drive Northeast, Bolivia, NC 28422**

SUMMARY OF PAYMENT TERMS	
Payment Term (Months): <b>36</b>	Finance Amount: <b>\$505,057.00</b>
Payment Frequency: <b>Annual</b>	Total Basic Rent: <b>\$519,876.60</b>
Basic Rental Payment: <b>\$173,292.20</b>	Interest Rate: <b>2.96%</b>
Number of Payments: <b>3</b>	Final Purchase Option Price: <b>\$1.00</b>
Advance Payments: <b>First</b> due on signing Lease	

**Additional Provisions:** Pursuant to paragraph 3 of the Master Lease, the schedule of basic rental payments is attached hereto as Exhibit A and incorporated herein by this reference. The Termination Balance referenced in the Master Lease shall be the amount set forth on Exhibit A opposite the date of determination of the Termination Balance.

Notwithstanding anything to the contrary contained herein, if the rate of interest, late payment fee, prepayment premium or any other charges or fees due hereunder are determined by a court of competent jurisdiction to be usurious, then said interest rate, fees or charges shall be reduced to the maximum amount permissible under applicable law and any excess amounts shall be applied towards the Lessee's obligations hereunder.

### THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Lessor: Wells Fargo Bank, National Association

Lessee: County of Brunswick

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Commencement Date

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

# Exhibit A



Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

Supplement Number 497152-400 dated as of August 3, 2017 to  
Master Governmental Lease-Purchase Agreement Number 497152 dated as of August 3, 2017

Lessee: County of Brunswick

Interest Rate: 2.96%

Per	Payment	Principal	Interest	Termination Balance
1	173,292.20	173,292.20	0.00	331,764.80
2	173,292.20	163,460.32	9,831.87	168,304.48
3	173,292.20	168,304.48	4,987.71	0.00
	=====	=====	=====	
	519,876.59	505,057.00	14,819.59	

This amortization schedule is subject to change based on the final terms of the transaction. In the event the terms do change, Lessor will provide a replacement amortization schedule to Lessee. This schedule does not include prepayment terms.

Dated as of: August 3, 2017

Lessee: County of Brunswick

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

# Verification of Information

Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

WELLS  
FARGO

Contract Number 497152-400 dated as of August 3, 2017

Federal Tax ID # \_\_\_\_\_

Email Address: \_\_\_\_\_ Documentation Contact Name: Julie Miller

Principal Place of Business Address: 30 Government Center Drive Northeast, Bolivia, NC 28422

☐ The address stated above is correct. ☐ Change the address as stated below.

Street \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Billing Address: County of Brunswick, 30 Government Center Drive Northeast, Bolivia, NC 28422

☐ The billing address stated above is correct OR ☐ Change the billing address as stated below:

Street \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Equipment Location: 30 Government Center Drive Northeast, Bolivia, NC 28422

☐ The equipment will be located at the Equipment Location stated above or at the address shown on the attached Schedule A.

Indicate **County** the equipment is located in \_\_\_\_\_; or

☐ The equipment will be located at:

Street \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ County \_\_\_\_\_ Zip Code \_\_\_\_\_

(If multiple locations, attach a list of equipment by City, State, and County indicating where each piece of equipment is located.)

Sales/Use Tax: (check one)

☐ Subject to sales and use tax. **(Tax will be charged based on the type of equipment and on the state in which the equipment is located.); or**

☐ Exempt from sales and use tax, for the following reason: \_\_\_\_\_

**(YOU MUST REMIT A VALID EXEMPTION CERTIFICATE PRIOR TO FUNDING).**

**Personal Property Tax:** If the Equipment is located in a state or locality that requires reporting of the Equipment on a personal property tax return, Lessor will report the Equipment, if other than a titled vehicle. Please report any equipment that is a taxable vehicle with other property you own.

**Notice: To help the government fight the funding of terrorism and the money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.**

Customer: County of Brunswick

By \_\_\_\_\_

Title \_\_\_\_\_

# Pay Proceeds

Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415



In reference to Contract Number 497152-400 dated as of August 3, 2017, Wells Fargo Bank, National Association is irrevocably instructed to disburse payment as follows:

Payee	Item	Amount
Screen-Tec, LLC	Invoice # 15034	505,057.00
TOTAL FINANCED		\$505,057.00

Dated: \_\_\_\_\_

County of Brunswick

By \_\_\_\_\_

Title \_\_\_\_\_

# Delivery and Acceptance Certificate

WELLS  
FARGO

Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

Supplement Number 497152-400 dated as of August 3, 2017 to  
Master Governmental Lease-Purchase Agreement  
Number 497152 dated as of August 3, 2017

Name and Address of Lessee:

**County of Brunswick**  
**30 Government Center Drive Northeast**  
**Bolivia , NC 28422**

**Equipment Description: One (1) New Duratech Model 3010 Industrial Tub Grinder - Serial Number \_\_\_\_\_**  
**and One (1) New QE341 3-Way Screener - Serial Number \_\_\_\_\_ together with all attachments and**  
**accessories.**

**Equipment Location: 30 Government Center Drive Northeast, Bolivia, NC 28422**

## Delivery and Acceptance Certification:

I am duly qualified and acting as the officer identified below of Lessee; and, with respect to the Master Governmental Lease-Purchase Agreement and Supplement thereto identified above (collectively, the "Lease"), each by and between Lessee and Wells Fargo Bank, National Association ("Lessor"), certify that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with Lessee's specifications and has been accepted by Lessee.
2. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all rent payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all rent payments due and payable during such current fiscal year.
3. During the Lease term the Equipment will be used by Lessee to perform essential governmental functions. Such functions are:

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4. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make rent payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Delivery and Acceptance Date: \_\_\_\_\_

Lessee: County of Brunswick

By \_\_\_\_\_

Title \_\_\_\_\_

# Authorization for Automatic Payment Plan



Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

By completing and returning this form, Wells Fargo Bank, National Association ("Creditor") is authorized to charge all regularly scheduled payments and all other obligations due and owing ("Payment") to the account referenced below (the "Debit Account"). Payments will be automatically drafted to coincide with the contract due date as indicated on the corresponding monthly invoice. Proof of payment may be verified through the bank account or monthly statement with the bank described below.

The authorization provided to charge the Debit Account will be effective for all current and future contracts with Creditor and will remain in effect until Creditor receives notice **in writing** to terminate the authorization and has reasonable opportunity to act on it.

**Please make regular payments until your monthly invoice indicates that the Automatic Payment Plan is in effect.**

County of Brunswick ("Customer") hereby authorizes Creditor to initiate electronic debit entries to the Debit Account. Any Debit Account with a fraud filter will require the company ID of the Creditor to accept an electronic debit. The Creditor's company ID for this authorization is 1410982880. This authorization will remain in effect until Creditor receives notice in writing from the Customer at the address set forth above to cancel it in such time as to afford the Creditor a reasonable opportunity to act on it. The Customer may stop payment of any entry by notifying Creditor three days before the Debit Account is charged. Funds transfers to or from the Debit Account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, the National Automated Clearing House Association and any regional association (each, an "ACH"). The Customer agrees that electronic debit entries that are authorized herein comply with all applicable laws, rules and regulations.

**County of Brunswick**

Customer Name

30 Government Center Drive Northeast  
Bolivia , NC 28422

Customer Address

Authorized Signature and Title

Date

Bank Name

City

State

Checking Account Number

Bank Routing Number (located between the symbols :000000000: on the bottom of your check)

**PLEASE ATTACH A VOIDED CHECK**

FOR OFFICE USE ONLY	
CCAN Number    10497152	Payment Due Date(s) _____
Contract Number: 497152-400	
Comments:	

# Insurance

Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

WELLS  
FARGO

Contract Number 497152-400 dated as of August 3, 2017

**\*\*\*VERIFICATION OF INSURANCE COVERAGE MUST BE COMPLETED PRIOR TO FUNDING/CLOSING\*\*\***

Contact your agent to have a certificate of insurance sent to the attention of Diane Kaiser at [diane.l.kaiser@wellsfargo.com](mailto:diane.l.kaiser@wellsfargo.com) or fax number 877-542-4813.

Name and Address of Lessee:

County of Brunswick  
30 Government Center Drive  
Northeast  
Bolivia, NC 28422

**Equipment Description:** One (1) New Duratech Model 3010 Industrial Tub Grinder - Serial Number \_\_\_\_\_ and One (1) New QE341 3-Way Screener - Serial Number \_\_\_\_\_ together with all attachments and accessories.

**Equipment Location:** 30 Government Center Drive Northeast, Bolivia, NC 28422

Please complete, sign, and return this form along with your lease documents. In accordance with the provisions of your lease, insurance coverage is required as follows:

1. **PROPERTY INSURANCE** is required against the loss, theft of or damage to the equipment.
  - The minimum amount of coverage required is **\$505,057.00**.
  - Wells Fargo Bank, National Association, its successors and assigns ("Lessor"), must be named as **Loss Payee**.
  - **If the Total Cost of the Equipment leased under the lease is equal to or greater than one million dollars (\$1,000,000.00), the Policy must include a Lender's Loss Payable Endorsement in favor of Wells Fargo Bank, National Association**
  - The amount of the deductible must be stated on the certificate of insurance.
2. **COMMERCIAL GENERAL LIABILITY INSURANCE** is required for bodily injury and property damage.
  - The minimum amount of coverage required is **\$1,000,000.00** combined single limit per occurrence.
  - Wells Fargo Bank, National Association, its successors and assigns ("Lessor"), must be named as an **Additional Insured**.
3. The Property and General Liability policies (the "Policy"), as to the interest of Lessor, shall not be invalidated by any act of omission or commission or neglect or misconduct of Lessee at any time, nor by any foreclosure or other proceeding or notice of sale relating to the insured property, nor by any change in the title or ownership thereof or the occupation of the premises for purposes more hazardous than are permitted by the Policy, provided, that in case Lessee shall fail to pay any premium due under the Policy, Lessor may, at its option, pay such premium.
4. The Policy may be canceled at any time by either Insurer or Lessee according to its provisions, but in any such case the Policy shall continue in full force and effect for the exclusive benefit of Lessor for ten days after written notice to Lessor of such cancellation and shall then cease.
5. The Underwriter/Carrier of the policy must have an AM Best rating of A- or higher.
6. Reference **Contract Number 497152-400** on all policies.

**LESSEE TO COMPLETE THE FOLLOWING:**

**Property and Liability Insurance**

Insurance Company \_\_\_\_\_ Policy Number \_\_\_\_\_ Deductible \_\_\_\_\_

Agency Name \_\_\_\_\_ Agent Name \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

By signing below Lessee hereby authorizes its agent to adjust its insurance coverage to comply with the above requirements and to forward a certificate of insurance evidencing such coverage to Lessor.

Acknowledged and Agreed:

Lessee: County of Brunswick

By \_\_\_\_\_

Title \_\_\_\_\_

# Invoice

Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

WELLS  
FARGO

**To: County of Brunswick**  
**30 Government Center Drive Northeast**  
**Bolivia , NC 28422**

**DATE OF INVOICE: August 2, 2017**

**App/Setup # 516126/269805 - DUE IN ADVANCE**

CONTRACT NO.	DESCRIPTION	CONTRACT PAYMENT	SALES/USE TAX	OTHER CHARGES	AMOUNT DUE
497152-400	Advance Payment	173,292.20			173,292.20
	Documentation Fee			500.00	500.00
<b>TOTAL DUE</b>					<b>\$173,792.20</b>

**WIRE TO:**

ABA#: 121000248  
Swift Code: WFBIUS6S  
Bank Name: Wells Fargo Bank, N.A.  
Account#: 0000010313  
Account Name: Wells Fargo Equipment Finance, Inc.  
Phone Advise: WFEF Customer Service 1-866-726-4714

**REMIT TO:**

**Wells Fargo Equipment Finance, Inc.**

600 South 4th Street  
MAC N9300-100  
Minneapolis, MN 55415

**[FORM OF LEGAL OPINION]**

August 3, 2017

Wells Fargo Bank, National Association  
600 South 4th Street  
MAC N9300-100  
Minneapolis, MN 55415

Ladies and Gentlemen:

As counsel for County of Brunswick ("Lessee"), I have examined the Master Governmental Lease-Purchase Agreement Number 497152 dated as of August 3, 2017 (the "Master Lease") which has been incorporated by reference into that certain Supplement Number 497152-400 thereto dated as of August 3, 2017 (collectively, the "Lease"), each between the Lessee and Wells Fargo Bank, National Association ("Lessor"), and such other documents, instruments and records as I have considered relevant for purposes of this opinion. Based upon such examination, and such research and investigation as I deemed necessary, I am of the opinion that:

- 1.** Lessee is a political subdivision or agency of the State of North Carolina, duly organized and existing under the laws of such state. Lessee's full, true and correct legal name is County of Brunswick.
- 2.** Lessee is authorized and has power under applicable law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
- 3.** The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by state and federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
- 4.** The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public bidding and all other laws, rules and regulations of the State of North Carolina.
- 5.** The execution of the Lease and the appropriation of moneys to pay the rent payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
- 6.** There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, Exhibits thereto and other documents contemplated thereby; the appropriation of moneys to make rent payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.
- 7.** Resolution No. \_\_\_\_\_ of the governing body of Lessee, was duly and validly adopted by such governing body on \_\_\_\_\_, 20\_\_, and such resolution has not been amended or repealed and remains in full force and effect.

Very truly yours,

\_\_\_\_\_  
Counsel for Lessee



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**August 14, 2017**

**Action Item # IV. - 7.**

**From:** Health and Human Services - Ratification of Approval of the  
David Stanley, Health and Human Services Independent Contractor Agreement for Brunswick Housing  
Executive Director Opportunities, Inc.

**Issue/Action Requested:**

Request that the Board of Commissioners ratify the action taken by the County Manager to approve the contract for Brunswick Housing Opportunities in the amount of \$50,000.

**Background/Purpose of Request:**

Brunswick Housing Opportunities, Inc. is a non-profit agency [501(c)(3)] providing affordable housing and housing rehabilitation services to Brunswick County residents. This contract allows the county to financially support these endeavors to the benefit of its citizens.

Staff recommends that the Board of Commissioner ratify the action taken by the County Manager to approve the contract with Brunswick Housing Opportunities, Inc. in the amount of \$50,000.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations  
Funds available in the current budget

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable.

**County Manager's Recommendation:**

Recommend that the Board of Commissioners ratify the action taken by the County Manager to approve the contract for Brunswick Housing Opportunities in the amount of \$50,000.

**ATTACHMENTS:**

Description

- ☐ Contract - Brunswick Housing Opportunities, Inc.
- ☐ Agreement - Brunswick Housing Opportunities

**NORTH CAROLINA**  
**BRUNSWICK COUNTY**

**INDEPENDENT CONTRACTOR AGREEMENT  
FOR NON-PROFITS**

**THIS AGREEMENT** is made and entered into this the \_\_\_ day of \_\_\_\_\_, 2017, by and between Brunswick Housing Opportunities, Inc., hereinafter referred to as "Contractor"; and the County of Brunswick, a body politic and political subdivision of the State of North Carolina, hereinafter "County";

**WITNESSETH:**

WHEREAS, the County provides affordable housing and housing rehabilitation services to eligible residents of Brunswick County pursuant to related grant and funding agreements; and,

WHEREAS, the County has agreed to provide limited financial support to BHO in recognition of their affordable housing and housing rehabilitation services to Brunswick County residents, and

WHEREAS, BHO has agreed to provide affordable housing and housing rehabilitation services as defined herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. The County retains Contractor and Contractor shall provide services to the County upon the terms and conditions hereinafter set forth.

2. Contractor Services. Contractor shall provide affordable housing and housing rehabilitation services as set forth in Exhibits "A" and "A-1" attached hereto and made a part hereof by reference.

3. Fees to Contractor. For services rendered by Contractor in connection with this Agreement, BHO will invoice the County on a monthly basis as provided in attached Exhibits "A" and "A-1". The County will render payment once the invoice is received. Invoices must contain a description of services as outlined in Exhibit "A-1". Payment will be based on a rate of one hundred thirty-five dollars (\$135.00) per unique client served, not to exceed a total of fifty thousand dollars (\$50,000.00) annually.

4. Contractor shall provide County copies of board meeting minutes, approved budget, annual audit report, annual tax return, evidence of compliance with the state grant program, and any other documents reasonably related to the expenditure of the County funds.

5. Relation of the Parties. Contractor is an Independent Contractor. The County shall not withhold, from sums becoming payable to Contractor hereunder, any amounts for State or Federal Income Tax, or for FICA (Social Security) Taxes, during the term of this Agreement. Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to the County's employees.

6. Income Tax Designation. In the event that the Internal Revenue Service should determine that the Contractor is, according to I.R.S. guidelines, an employee subject to withholding and social security contributions, the Contractor shall acknowledge, as the Contractor acknowledges herein, that all

payments to the Contractor are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon.

7. No Agency. Nothing contained in this agreement shall be construed to constitute the Contractor as an agent of the County or to create an agency relationship, nor shall any party have any authority to bind the other in any respect.

8. Assignment. Contractor may not assign any rights or delegate any duties hereunder without the express prior written consent of the County.

9. Term of Agreement. The term of this Agreement shall begin on the date approved and signed by the last of the parties hereto to sign this document, and continue through June 30, 2018. This Agreement shall automatically renew from year to year unless terminated by any party.

10. Termination. This Agreement may be terminated by any party, at any time, with or without cause, and with or without notice. This Agreement shall automatically terminate at midnight on June 30<sup>th</sup> of any year in which budgeted funds for renewal of Contractor services are not approved by County.

11. Indemnification and Hold Harmless. Contractor, on behalf of Contractor and all employees and agents thereof, hereby holds harmless and indemnifies the

12. County, and all agencies, elected officials, deputies, agents, servants, volunteers, or employees thereof, from any and all claims of any kind whatsoever or of any nature or injury.

13. Insurance. Contractor shall procure and maintain in full force and effect at all times, and at his or her sole expense liability insurance offering protection against claims arising from the rendering, or failure in rendering, or services on behalf of Brunswick County. The policy shall provide limits of liability in an amount not less than \$1,000,000 per person or \$3,000,000 for all claims occurring during the policy year.

14. Entire Agreement. This writing contains the entire agreement between the parties. No representations were made or relied upon by either party other than those that are expressly set forth. This agreement may not be amended or modified except in a subsequent written agreement duly executed by each of the parties.

15. Controlling Law. The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of North Carolina. The parties hereby submit to jurisdiction and venue in the courts of Brunswick County, North Carolina.

16. E-Verify. Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov).

17. Iran Divestment. By signing this agreement vendors, contractors, and/or subcontractors affirm they are not listed and will not utilize a subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act Certification.

18. Labor Law. The Contractor, its agents, employees, contractors and sub-contractors shall

not discriminate on the basis of race, color, creed, national origin, ancestry, age, sex, religion, or disability in any policy or practice. Contractor shall abide by all applicable U.S. and North Carolina Labor Laws, including, but not limited to, Occupational Safety and Health regulations, Fair Labor Standards Act, and the Americans with Disabilities Act and regulations pursuant therein.

19. Workers' Compensation. The contractor shall provide and maintain Workers' Compensation Insurance as required by the laws of North Carolina.

20. Waiver. The failure of either party to this agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this agreement shall not be construed as a waiver thereof or of any future breach or subsequent wrongful conduct.

21. Notices. All notices pertaining to this agreement shall be in writing and shall be transmitted either by personal hand delivery or through the facilities of the United States Post Office addressed in each case to:

Brunswick County Manager  
P.O. Box 249  
Bolivia, North Carolina 28422

Brunswick Housing Opportunities, Inc.  
P. O. Box 351  
Bolivia, North Carolina 28422

22. Binding Effect. This agreement shall extend to and be binding upon the parties hereto, their successors and assigns.

23. Headings. The headings in this agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

24. Severability. Any provision of this agreement which is prohibited or unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability shall not invalidate or render unenforceable any such provision in any other jurisdiction.

25. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

BRUNSWICK COUNTY

\_\_\_\_\_  
Ann B. Hardy, County Manager

\_\_\_\_\_  
Date

CONTRACTOR

\_\_\_\_\_  
Brunswick Housing Opportunities, Inc.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
**Julie A. Miller, Finance Director  
Brunswick County, North Carolina**

\_\_\_\_\_  
**Date**

**Approved as to Form**

\_\_\_\_\_  
**Brunswick County Attorney/Asst Attorney**

\_\_\_\_\_  
**Date**

## **Exhibit A**

### **Funding and Schedule of Services**

1. County shall provide assistance with overhead for liability insurance, rent and utilities related to the Housing Counseling and Housing Preservation programs based on the HUD percentages allocated to those programs on a monthly basis of \$833.33 per month and up to an annual maximum of \$10,000. The liability insurance is approximately \$4,700 annually and rent and utilities are estimated at \$1,500 per month.
2. Affordable housing, foreclosure prevention, reverse mortgage, veteran housing, senior housing and other housing related counseling services to Brunswick County residents at a rate of one hundred and thirty-five dollars (\$135.00) per unique clients served up to an annual maximum of \$15,000.
3. Housing repair services to eligible Brunswick County residents with a reimbursement for expenses related to the materials used in conjunction with such repairs up to an annual maximum of \$25,000.
4. County shall consider assisting with grant matches on a case by case basis with the stipulation that grant applications shall first be submitted to the county for review at the time of application.

## Exhibit A-1

### Services Description

Brunswick Housing Opportunities, Inc. (BHO) became a 501(c)3 nonprofit in 2008 and HUD Approved Housing Counseling Agency since 2010. BHO's mission is:

***Connecting people, preparation, and resources, with opportunities to achieve  
Individual housing and economic security to build vibrant communities.***

BHO's role in providing housing services to very low and low income residents in Brunswick County is that of a trusted advisor, educating the public seeking affordable housing on the process, options, and resources available to assist them. BHO services reduce the home repair waiting list while meeting the goal of assisting the very low income elderly residents who would otherwise be sitting on a waiting list with no hope of receiving assistance. BHO also works to train clients that do receive repairs how to maintain their home moving forward, thereby reducing the need for future repair services. The partnership with BFA, BCHC and other nonprofits allows us to prevent duplication of services when offering housing options. The case services manager bridges the gap between the resident, available services and resources to achieve their goal. A housing case services manager will advise the client/customer on the best options available for resources, programs, and services for housing sustainability according to their individual situation. Each client/customer must play an active role in the process towards the stated housing goal. A housing case services manager may not make any decision or conduct work in this process on behalf of the client/customer without their prior consent.

BHO will complete the following tasks with each client/customer served by the agency, and/or referred by the County:

- Educate client regarding housing services, programs, and resources available.
- Collect information and data relevant to complete requirements for programs and services, for BHO and its collaborative Partners.
- Provide follow up case management to assist client in achieving their housing goal and, ensure program/project compliance and close out.
- Housing rehabilitation materials and supplies when needed.
- BHO will complete Invoices and monthly reports include the following:

BHO will submit the report, receipts and invoice to county for services rendered by the 10<sup>th</sup> of each month to be paid by the county within two weeks of receipt. BHO will bill for services until the funds of the budgeted amount are exhausted.

Client ID	Date Service Provided	Type of Service	Result	Total Hours
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BHO will include a Funding Allocation Report with monthly invoices as indicated below.

Service Provide	Hours	Rate	Total	AG-NCHFA	HUD	Brunswick County	ZSRF	CDBG	Donation	Other Source	Total
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**NORTH CAROLINA**  
**BRUNSWICK COUNTY**

**INDEPENDENT CONTRACTOR AGREEMENT  
FOR NON-PROFITS**

**THIS AGREEMENT** is made and entered into this the 26 day of July, 2017, by and between Brunswick Housing Opportunities, Inc., hereinafter referred to as "Contractor"; and the County of Brunswick, a body politic and political subdivision of the State of North Carolina, hereinafter "County";

**WITNESSETH:**

WHEREAS, the County provides affordable housing and housing rehabilitation services to eligible residents of Brunswick County pursuant to related grant and funding agreements; and,

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WHEREAS, BHO has agreed to provide affordable housing and housing rehabilitation services as defined herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. The County retains Contractor and Contractor shall provide services to the County upon the terms and conditions hereinafter set forth.

2. Contractor Services. Contractor shall provide affordable housing and housing rehabilitation services as set forth in Exhibits "A" and "A-1" attached hereto and made a part hereof by reference.

3. Fees to Contractor. For services rendered by Contractor in connection with this Agreement, BHO will invoice the County on a monthly basis as provided in attached Exhibits "A" and "A-1". The County will render payment once the invoice is received. Invoices must contain a description of services as outlined in Exhibit "A-1". Payment will be based on a rate of one hundred thirty-five dollars (\$135.00) per unique client served, not to exceed a total of fifty thousand dollars (\$50,000.00) annually.

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payments to the Contractor are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon.

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9. Term of Agreement. The term of this Agreement shall begin on the date approved and signed by the last of the parties hereto to sign this document, and continue through June 30, 2018. This Agreement shall automatically renew from year to year unless terminated by any party.

10. Termination. This Agreement may be terminated by any party, at any time, with or without cause, and with or without notice. This Agreement shall automatically terminate at midnight on June 30<sup>th</sup> of any year in which budgeted funds for renewal of Contractor services are not approved by County.

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12. County, and all agencies, elected officials, deputies, agents, servants, volunteers, or employees thereof, from any and all claims of any kind whatsoever or of any nature or injury.

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not discriminate on the basis of race, color, creed, national origin, ancestry, age, sex, religion, or disability in any policy or practice. Contractor shall abide by all applicable U.S. and North Carolina Labor Laws, including, but not limited to, Occupational Safety and Health regulations, Fair Labor Standards Act, and the Americans with Disabilities Act and regulations pursuant therein.

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BRUNSWICK COUNTY

  
\_\_\_\_\_  
Ann B. Hardy, County Manager


7/24/17  
Date

CONTRACTOR

  
\_\_\_\_\_  
Brunswick Housing Opportunities, Inc.


7/24/17  
Date

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

  
\_\_\_\_\_  
Julie A. Miller, Finance Director  
Brunswick County, North Carolina

7/24/17  
Date

Approved as to Form

  
\_\_\_\_\_  
Brunswick County Attorney/Asst Attorney

7-24/2017  
Date

## **Exhibit A**

### **Funding and Schedule of Services**

1. County shall provide assistance with overhead for liability insurance, rent and utilities related to the Housing Counseling and Housing Preservation programs based on the HUD percentages allocated to those programs on a monthly basis of \$833.33 per month and up to an annual maximum of \$10,000. The liability insurance is approximately \$4,700 annually and rent and utilities are estimated at \$1,500 per month.
2. Affordable housing, foreclosure prevention, reverse mortgage, veteran housing, senior housing and other housing related counseling services to Brunswick County residents at a rate of one hundred and thirty-five dollars (\$135.00) per unique clients served up to an annual maximum of \$15,000.
3. Housing repair services to eligible Brunswick County residents with a reimbursement for expenses related to the materials used in conjunction with such repairs up to an annual maximum of \$25,000.
4. County shall consider assisting with grant matches on a case by case basis with the stipulation that grant applications shall first be submitted to the county for review at the time of application.

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### Services Description

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*Connecting people, preparation, and resources, with opportunities to achieve  
Individual housing and economic security to build vibrant communities.*

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BHO will submit the report, receipts and invoice to county for services rendered by the 10<sup>th</sup> of each month to be paid by the county within two weeks of receipt. BHO will bill for services until the funds of the budgeted amount are exhausted.

Client ID	Date Service Provided	Type of Service	Result	Total Hours
-----------	-----------------------	-----------------	--------	-------------

BHO will include a Funding Allocation Report with monthly invoices as indicated below.

Service Provide	Hours	Rate	Total	AG-NCHFA	HUD	Brunswick County	ZSRF	CDBG	Donation	Other Source	Total
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**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**August 14, 2017**

**Action Item # IV. - 8.**

**From:**

Andrea White

Library - Application for State Aid

**Issue/Action Requested:**

Request that the Board of Commissioners approve an application for State aid to Public Libraries for Fiscal Year 2017/2018.

**Background/Purpose of Request:**

The Library would like to apply for funding from the Aid to Public Libraries Fund for FY 2017/2018. The total County appropriations (excluding capital outlay and State Aid appropriations) is \$1,201,625. The deadline to apply is September 15, 2017.

**Fiscal Impact:**

**Approved By County Attorney:**

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve an application for State aid to Public Libraries for Fiscal Year 2017/2018.

**ATTACHMENTS:**

Description

- Application for State Aid to Public Libraries



STATE LIBRARY  
of NORTH CAROLINA

**APPLICATION FOR STATE AID TO PUBLIC LIBRARIES**

**State Fiscal Year 2017 - 2018**

(Submit one form only)

The type of library and its governance determine the signature required on this document:

**County Library:** Chair of County Commissioners

**Regional Library:** Chair of Regional Board of Trustees

**Municipal Library:** Chair of Town/City Council

**Independent County Library:** Chair of Board of Trustees

I, Frank Williams

Print Name

X

Signature

Chairman, County Commissioners

Print Title

certify that

Brunswick County Library

Name of Library

meets the following requirements and hereby applies for funding from the Aid to Public Libraries Fund.

**07 NCAC 02I .0201**

**QUALIFICATIONS FOR GRANT ELIGIBILITY**

Libraries requesting funding from the Aid to Public Libraries Fund shall submit annually to the State Library of North Carolina an application for State Aid and supporting documentation including financial and statistical reports and shall meet the following eligibility requirements:

- ✓(1) Be established consistent with the provisions of Article 14, Chapter 153A of the North Carolina General Statutes.
- ✓(2) Provide library services in compliance with applicable State and Federal law to all residents of the political subdivision(s) supporting the library. Public library services shall be provided from at least one designated facility with a catalogued collection that is open to the public a minimum of 40 hours per week.
- ✓(3) Employ a full-time library director having or eligible for North Carolina public librarian certification. Full-time means working a minimum of 35 hours per week.
- ✓(4) Secure operational funds from local government sources at least equal to the average amount budgeted and available for expenditure for the previous three years. A grant to a local library system from the Aid to Public Libraries Fund shall not be terminated but shall be reduced proportionately by the Department if the amount budgeted and available for expenditure by local government is below the average of the previous three fiscal years. State funds shall not replace local funds budgeted and available for expenditure for public library operations.
- ✓(5) Secure aggregate operational funds from local sources at least equaling state aid.
- ✓(6) Expend funds as authorized in the budget adopted by the Board of Trustees of a Regional Library, a County, or a Municipality. Any library having an unencumbered operational balance of more than 17 percent of the previous year's operating receipts shall have the difference deducted from its state allocation.
- ✓(7) Pay salaries for professional positions funded from the Aid to Public Libraries Fund at least at the minimum rate of a salary grade of 69 as established by the Office of State Personnel.
- ✓(8) Provide to the State Library of North Carolina an annual audit of the political subdivision(s) funding the library consistent with generally accepted accounting principles.
- ✓(9) Submit annually to the State Library of North Carolina a copy of the bylaws of the library system's Board(s) of Trustees.
- ✓(10) Submit annually a current long-range plan of service to the State Library of North Carolina. A long-range plan of service is a plan of at least five years. Upon request, submit an assessment of a community's library needs to the State Library of North Carolina.
- N/A(11) Submit a copy of the agreement establishing the library system, if composed of more than one local governmental unit.
- ✓(12) Meet the following stipulations when establishing a new library or re-establishing eligibility for the Aid to Public Libraries Fund:
  - (a) meet all qualifications for the state aid to public libraries program on July 1 of the year prior to the fiscal year that the library plans to receive State Aid,
  - (b) continue to meet all qualifications for the state aid to public libraries program from July 1 to June 30 of that year, which shall be known as the demonstration year,
  - (c) file a full application for state aid by the June 30 deadline at the close of the demonstration year in order to receive state aid in the next fiscal year.

**Application Reviewed and Accepted:**

**Date:**

Caroline Shepard, State Librarian of North Carolina

Submit application to  
sladmin@ncdcr.gov

**Subject:** State Aid

Deadline for submission of  
FY July 1, 2017 - June 30, 2018  
State Aid application

**September 15, 2017**

Please retain originals for your files.





STATE LIBRARY  
of NORTH CAROLINA

**MAINTENANCE OF EFFORT REPORT AND  
DECLARATION State Fiscal Year 2017 - 2018**

(Submit one form for **each** city/county local funder)

The Brunswick County Library  
Name of Library

will maintain its local governmental support in order to receive State Aid funds in accordance with North Carolina Administrative Code, Chapter 7, Subchapter 2I, Section .0200.

**Budgeted and Available for Expenditure FY 2017-2018**

**TOTAL** County or City Appropriations (Excluding capital outlay and State Aid appropriations)

Total \$ 1,201,625

Date the budget was approved by the Board of Commissioners / City Council

June 5, 2017

Brunswick County  
Name of County / City

I certify that the appropriation for FY 2017-2018 has been approved by Board of Commissioners  
Board of Commissioners / City Council

is supported by official records, and is available for expenditure by the Library.

✓ Signed: Ann B. Hays  
County / City Manager

Date: 8/14/17

for: Brunswick County  
County / City

Signed: Maurice Tate  
Library Director

Date: 8/8/17

Submit application to  
sladmin@ncdcr.gov

Subject: State Aid

Please retain original for your files.

Deadline for submission of  
FY July 1, 2017 - June 30, 2018  
State Aid application

**September 15, 2017**





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**August 14, 2017**

**Action Item # V. - 1.**

**From:** Administration - Surplus Property Offer - Parcel 182MB009  
Steve Stone, Deputy County Manager (Steve Stone, Deputy County Manager)

**Issue/Action Requested:**

Request that the Board of Commissioners consider an offer of \$400.00 for tax parcel 182MB009.

**Background/Purpose of Request:**

The current tax value of the parcel is \$1,400.00. The property is approximately .33 acre and is located on Tuliptree Rd., SW in Sherrow Estates. The County acquired the parcel in 2005 for \$809.01.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable.

**County Manager's Recommendation:**

Recommend that the Board of Commissioners consider an offer of \$400.00 for tax parcel 182MB009.

**ATTACHMENTS:**

Description

- ☐ Property Offer
- ☐ Property Information

**From:** [Katrina Fulton](#)  
**To:** [Steve Stone](#)  
**Subject:** Re: Surplus Land for Sale  
**Date:** Monday, July 17, 2017 4:12:46 PM

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182MB009

L-9 S-4 SHERROW EST PLAT K/395

Good afternoon!

My husband(Joshua Fulton) and I would like to make a bid on the surplus land above. We would like to make an offer of \$400. We know that we need to apply for a perc test with the county to make sure that a septic system can be placed on the property.

Please let us know what the next step is that we need to do to try to secure this property. If there are any concerns about our bid please let me know as well.

Thanks,  
Katrina Fulton

On Fri, Jun 30, 2017 at 12:18 PM, Steve Stone <[steve.stone@brunswickcountync.gov](mailto:steve.stone@brunswickcountync.gov)> wrote:

Ms. Fulton,

The parcel in question is a partially wooded, undeveloped lot, so it probably would not have a septic system. The only way to know for certain if it is suitable for a conventional septic system would be to apply for a septic permit from our environmental health division. The environmental health webpage is: <http://www.brunswickcountync.gov/environmental-health/>. Their phone number is 253-2250.

Please let me know if I can help further. Thanks.

Best regards,

*Steve*

Steven T. Stone

Deputy County Manager

County of Brunswick

**From:** Katrina Fulton [mailto:[katrinamayfulton@gmail.com](mailto:katrinamayfulton@gmail.com)]  
**Sent:** Friday, June 30, 2017 10:55 AM  
**To:** Steve Stone <[steve.stone@brunswickcountync.gov](mailto:steve.stone@brunswickcountync.gov)>  
**Subject:** Re: Surplus Land for Sale

Thank you, Steve, for that information.

The property that we may be interested in placing a bid on is:

182MB009

L-9 S-4 SHERROW EST PLAT K/395

I know that it said that there is water available, but do you know if there is a septic on the property? I called utilities and they said it would need to be tapped into the county water line. We are ok tapping into the water line, but just need to know if we need to add a septic and, or if, it will perk.

Thank you for your help.

Katrina Fulton

On Fri, Jun 30, 2017 at 9:28 AM, Steve Stone <[steve.stone@brunswickcountync.gov](mailto:steve.stone@brunswickcountync.gov)> wrote:

Ms. Fulton,

You can find a listing of the properties here: <http://www.brunswickcountync.gov/info/surplus-land/> .

If you wish to make an offer you can send me an email with the parcel number and your bid amount. The bids are taken to the Board of Commissioners. If the Commissioners tentatively accept a bid, then you would submit a deposit of 5% of the bid amount and we would begin an upset bid advertising process. Should your bid be “upset” by a higher bid, we would go through the process again and you would have an opportunity to submit another bid. Your deposit is returned if your bid is upset; it is applied to the purchase price if you are the final successful bidder.

Please let me know if I can provide any additional information. Thank you.

Best regards,

*Steve*

Steven T. Stone

Deputy County Manager

County of Brunswick

**From:** Katrina Fulton [mailto:[katrinamayfulton@gmail.com](mailto:katrinamayfulton@gmail.com)]

**Sent:** Thursday, June 29, 2017 3:48 PM

**To:** Steve Stone <[steve.stone@brunswickcountync.gov](mailto:steve.stone@brunswickcountync.gov)>

**Subject:** Surplus Land for Sale

I am interested in the possibility of purchasing surplus land that the county owns. What are the steps that I would need to take to do that?

Thank you,

Katrina



# Brunswick County - Basic Search

Brunswick County Web Site

Basic Search

Real Estate Search

Tax Bill Search

Sales Search

Help

[View Property Record for this Parcel](#) [View Map for this Parcel](#) [View Tax Bill Information](#)

Parcel #: 182MB009      Tax Year: 2016      Account #: 50172010

**Owner Information**  
COUNTY OF BRUNSWICK  
C/O FINANCE DEPT  
PO BOX 249  
BOLIVIA, NC 28422

**Tax Codes**  
C ADVL TAX - BRUNSWICK COUNTY  
FR05FFEEFEE - CIVIETOWN FIRE

**Property Information**  
Land (Units/Type): 1.000 LT  
Address:

**Township**  
Lockwood Folly

**Deed Information**  
Date: 09/2005 Book: 02235 Page: 0462  
Plat Book:    Page:

**Local Zoning**  
R75

**Legal Description**  
L-9 S-4 SHERROW EST PLAT K/395

**PIN**  
109812860357

**Property Values**

Building:	0
OBXF:	0
Land:	1,400
Market:	1,400
Assessed:	1,400
Deferred:	0

Sales Information

No.	Book	Page	Month	Year	Instrument	Qual/UnQual	Improved	Price
1	00572	0708	04	1984	WD	Unqualified	Vacant	0
2	02235	0462	09	2005	WD	Unqualified	Vacant	0

[View Property Record for this Parcel](#) [View Map for this Parcel](#) [View Tax Bill Information](#)

[<< Return to Basic Search](#)

All information on this site is prepared for the inventory of real and personal property found within Brunswick County. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public information sources should be consulted for verification of the information. All information contained herein was created for the Brunswick County's internal use. Brunswick County, its employees and agents make no warranty as to the correctness or accuracy of the information set forth on this site whether express or implied, in fact or in law, including without limitation the implied warranties of merchantability and fitness for a particular use.

If you have any questions about the data displayed on this website please contact the Brunswick County Assessors Office at (910) 253-2811.  
1.7.95.273



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**August 14, 2017**

**From:**  
Andrea White

**Action Item # V. - 2.**

Administration - Planning Board Composition (Ann Hardy,  
County Manager)

**Issue/Action Requested:**

Request that the Board of Commissioners consider action to clarify the composition of the Planning Board and amend Section 1-2-17 of the Brunswick County Code of Ordinances to reflect the same.

**Background/Purpose of Request:**

Several discrepancies exist with the composition of the Planning Board, specifically with the number of members and the expectation of the alternate member in the event of a vacancy.

At the July 5, 2011 Regular meeting of the Board of Commissioners, Mr. Leslie Bell requested that the Planning Board reorganize to be in compliance with the Code of Ethics/Conduct. Mr. Bell explained that the Board would be comprised of 7 members; one from each Commissioner Electoral District, one appointed at-large alternate member and a second at-large member.

The proposed text amendment that was included with the agenda item stated that the Planning Board shall consist of 7 members and one alternate member. It further stated that one member is to be selected from each Commissioner electoral district; the remaining two members in addition to the alternate member are at-large appointments.

The Code of Ordinances were not updated to reflected the text amendment following the meeting.

Further clarification is also requested with regard to the alternate position. It appears that the practice has been for the alternate member to be appointed to fill any vacant district seat, regardless of where the alternate member resides. The current Code of Ordinances state that one member is to be selected from each Commissioner Electoral District. Currently, the member serving in the District 3 seat lives in District 1, and the member serving in the District 2 seat lives in District 3.

Staff requests that the Board of Commissioners clarify the composition of the Planning Board and amend Section 1-2-17 of the Brunswick County Code of Ordinances to reflect the same.

**Fiscal Impact:**

Not Applicable

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable.

**County Manager's Recommendation:**

Recommend that the Board of Commissioners consider action to clarify the composition of the Planning

Board and amend Section 1-2-17 of the Brunswick County Code of Ordinances to reflect the same.

**ATTACHMENTS:**

Description

- ▣ NCGS 153A-321 Planning Boards
- ▣ Agenda Item from July 5, 2011 meeting
- ▣ Excerpt from the approved minutes from July 5, 2011
- ▣ Transcription - Excerpt from the July 5, 2011 meeting - Planning Board
- ▣ Code of Ordinances - Planning Board
- ▣ Cheat Sheet - Planning Board

**153A-321. Planning boards.**

A county may by ordinance create or designate one or more boards or commissions to perform the following duties:

- (1) Make studies of the county and surrounding areas;
- (2) Determine objectives to be sought in the development of the study area;
- (3) Prepare and adopt plans for achieving these objectives;
- (4) Develop and recommend policies, ordinances, administrative procedures, and other means for carrying out plans in a coordinated and efficient manner;
- (5) Advise the board of commissioners concerning the use and amendment of means for carrying out plans;
- (6) Exercise any functions in the administration and enforcement of various means for carrying out plans that the board of commissioners may direct;
- (7) Perform any other related duties that the board of commissioners may direct.

A board or commission created or designated pursuant to this section may include but shall not be limited to one or more of the following:

- (1) A planning board or commission of any size (with not fewer than three members) or composition considered appropriate, organized in any manner considered appropriate;
- (2) A joint planning board created by two or more local governments according to the procedures and provisions of Chapter 160A, Article 20, Part 1. (1945, c. 1040, s. 1; 1955, c. 1252; 1957, c. 947; 1959, c. 327, s. 1; c. 390; 1973, c. 822, s. 1; 1979, c. 611, s. 6; 1997-309, s. 5; 2004-199, s. 41(c).)



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
2011

**TO:** Marty K. Lawing, County Manager  
**FROM:** J. Leslie Bell, AICP, HDFP  
Ext. # 2033

**ACTION ITEM #:** VI-3  
**MEETING DATE:** 05-Jul-11  
**DATE SUBMITTED:** 24-Jun-11

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**ISSUE/ACTION REQUESTED:**

**PUBLIC HEARING:** ☒ YES ☐ NO

Brunswick County Code of Ordinances Text Amendment(s)

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**BACKGROUND/PURPOSE OF REQUEST:**

Request that the attached Brunswick County Code of Ordinances Text Amendment be included on your 05-Jul-11 Agenda for a Public Hearing, Second Reading and Adoption at 6:30 p.m.

The Planning Board held a Public Hearing on 09-May-11.

**Item 1**

Amend Section 1-2-17. Members to remove Board of Commissioner ex officio Planning Board member and create a second At-Large member, and to clarify that the Planning Board shall have one (1) appointed At-Large Alternate member. Also, clarify that out of the seven (7) Planning Board members, one (1) member is selected from each Brunswick County Commissioner electoral district and two (2) members are selected At-Large.

**Item 2**

Amend Section 1-2-27. Preparing and submitting zoning ordinance; amendments to update the text verbiage from Zoning Ordinance to Unified Development Ordinance.

The Chairman asked staff if they will be presenting these two (2) items concurrently and Mr. Bell replied, yes.

Mr. Bell addressed the Board. He stated that Item A is an amendment to the Code of Ordinances, specifically, Section 1-2-17. Members that includes an alternate member with a seven (7) member board. He stated that a member will be selected from each electoral district and the remaining two (2) members in addition to an alternate member will be At-Large appointments. Mr. Bell said the ex-officio member, which was previously a Commissioner, has been converted to an At-Large member so the ex-officio member has been removed in Item (d) of this section.

Mr. Bell stated that Section 1-2-24.B. Preparing and submitting zoning ordinance; amendments, changes the reference to the Zoning Ordinance Unified Development Ordinance. Mr. Bell said staff recommends approval.

Mr. Jordan asked staff if the words "At minimum" have to be in the proposed amendment change regarding the number of member(s) selected from each County Commissioner electoral district? Mr. Bell said that verbiage can be removed so the sentence reads, "At minimum, One (1) member is to be selected from each County Commissioner electoral district." Mr. Jordan noted a discrepancy in the

staggered terms regarding the number of years such will occur. After some discussion, the Board agreed that the terminology should say, "New appointments are for three-year terms, ~~three (3)~~ **four (4)** expiring in even numbered years and ~~two (2)~~ **three (3)** terms expiring in odd numbered years." Mr. Jordan asked if "~~ex officio member~~" should be removed in the proposed amendment in Item (d) Reappointments and Mr. Bell replied, yes.

Mrs. Henry asked if the current Board members will be affected by the proposed amendment regarding terms of office? The Chairman said the current Board members term(s) of office will expire as stipulated during their appointment date.

With no further comments, the Chairman closed the Public Hearing. Mrs. Henry made a motion to recommend to the Board of Commissioners to approve the proposed text amendments with the noted corrections. The motion was seconded by Dr. Flythe and unanimously carried.

---

**FISCAL IMPACT:**

<b>BUDGET AMENDMENT REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>PRE-AUDIT CERTIFICATION REQUIRED:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>REVIEWED BY DIRECTOR OF FISCAL OPERATIONS</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

---

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:** ☐ YES ☐ NO ☒ N/A

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**ADVISORY BOARD RECOMMENDATION:**

Planning Staff recommends approval.

Planning Board recommends approval.

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**COUNTY MANAGER'S RECOMMENDATION:**

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**ATTACHMENTS:**

1. Proposed Text Amendment(s).
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

10.

ACTION OF THE BOARD OF COMMISSIONERS

APPROVED:  
DENIED:  
DEFERRED  
UNTIL:

☒ 7-5-2011  
☐

ATTEST: CLERK TO THE BOARD

*W. E. Boy*

SIGNATURE

OTHER:

**PROPOSED TEXT AMENDMENT  
BRUNSWICK COUNTY CODE OF ORDINANCES**

- Amend Brunswick County Code of Ordinances Section 1-2-17. **Members**

**Sec. 1-2-17. Members**

(a) *Appointments; membership; vacancies.* The Planning Board members shall be appointed by the Board of Commissioners. The Planning Board shall consist of seven (7) members; and one (1) alternate member. ~~At minimum,~~ One (1) member is to be selected from each County Commissioner electoral district. ~~The remaining two (2) members in addition to the alternate member are At-Large appointments.~~ New appointments are for three-year terms, four (4) ~~three (3)~~ terms expiring in even numbered years and ~~three (3) two (2)~~ terms expiring in odd numbered years. Vacancies occurring for reasons other than the expiration of terms shall be filled as they occur for the remainder of the unexpired term.

(d) *Reappointments; ~~ex-officio member.~~* Members of the Planning Board shall be eligible for reappointment. ~~The Board of Commissioners each year shall name one (1) of its members to serve as an ex-officio member of the planning board.~~

**Sec. 1-2-24. Preparing and submitting ~~zoning~~ unified development ordinance; amendments.**

(b) The Planning Board may initiate, from time to time, proposals for amendment of the ~~zoning~~ Unified Development Ordinance, based upon its studies and comprehensive plan. In addition, it shall review and make recommendations to the Board of Commissioners concerning all proposed amendments to the ~~zoning~~ Unified Development Ordinance.

Vice-Chairman Norris moved to approve Second Reading and Adoption of Text Amendment UDO-11-05. The vote of approval was 4 ayes (Norris, Sue, Cooke, Phillips) 1 nay (Warren).

**3. Planning – Proposed Brunswick County Code of Ordinances Text Amendment  
Second Reading & Adoption (Leslie Bell)**

**I. CALL TO ORDER**

Chairman Sue called the Public Hearing to order at 6:45 p.m. and announced that the purpose of the hearing was to receive public input regarding Proposed Brunswick County Code of Ordinance Text Amendment.

Leslie Bell, Planning Director, explained the following:

**Item 1**

Amend Section 1-2-17. Members to remove Board of Commissioner ex officio Planning Board member and create a second At-Large member, and to clarify that the Planning Board shall have one (1) appointed At-Large Alternate member. Also, clarify that out of the seven (7) Planning Board members, one (1) member is selected from each Brunswick County Commissioner electoral district and two (2) members are selected At-Large. Terms will remain the same.

**Item 2**

Amend Section 1-2-27. Preparing and submitting zoning unified development ordinance; amendments to update the text verbiage from Zoning Ordinance to Unified Development Ordinance.

Planning Staff recommends approval.

Planning Board recommends approval

**II. PUBLIC COMMENTS**

Chairman Sue asked if there were any members of the audience who wished to address the Board regarding the proposed amendment. There were no comments from the audience.

**III. ADJOURN**

Commissioner Cooke moved to close the hearing at 6:48 p.m. The vote of approval was unanimous.

Vice-Chairman Norris moved to approve Second Reading and Adoption of the Brunswick County Code of Ordinances Text Amendments. The vote of approval was unanimous.

**VIII. ADMINISTRATIVE REPORT**

**1. Planning – Proposed Map Amendment Z-11-671 First Reading & Set Public Hearing (Leslie Bell)**

Staff recommends approval of First Reading and schedule a Public Hearing on Map Amendment Z-11-671 for August 1, 2011 at 6:30 p.m.

Leslie Bell, Planning Director, explained the following:

**Item 1 (Map Amendment Z-671 – Kerry Cox Craig and Bonnie Cox)**

Item 1 is a map amendment initiated by the property owner. This change from C-LD (Commercial Low Density) and R-6000 (High Density Residential) to C-LD (Commercial Low Density) would allow for commercial use of Tax Parcel 232KA04701 located at 3405 and 3409 Holden Beach Road SW (NC 130) near Holden Beach, NC.

This rezoning totals 0.30 acres.

Planning Staff recommends approval to C-LD (Commercial Low Density) for Tax Parcel 232KA04701.

Planning Board recommends approval to C-LD (Commercial Low Density) for Tax Parcel 242KA04701 [unanimous 6 to 0].

Commissioner Phillips moved to approve First Reading and set a Public Hearing for August 1, 2011 at 6:30 p.m. to receive input regarding Proposed Map Amendment Z-11-671. The vote of approval was unanimous.

**2. Planning – Proposed Unified Development Ordinance Text Amendment UDO-11-06  
First Reading & Set Public Hearing (Leslie Bell)**

**Excerpt from the Recording of the July 5, 2011 Regular meeting of the Brunswick County Board of Commissioners:**

**Leslie Bell:** There are two items. The first one is basically an amendment to your code of ordinances based on your code of conduct that you adopted in December, I do believe. It basically changes the composition of the Planning Board. It clarifies that, number one, that the Planning Board shall have one appointed at-large alternate member as well as a second at-large member. So therefore, there would be 7 planning board members. One member would be selected from each Brunswick County Commissioner Electoral District and then you have two at-large members.

The second item of that, if you would, basically changes the verbiage from Zoning Ordinance to unified development ordinance, and that's more housekeeping.

**Chairman Sue:** Anyone would like to speak on this ordinance change or this text change? Did we open the public hearing? We didn't open the public hearing. I'd like to open the public hearing on this item first and he's the comments. Now, if there is anyone that would like to speak on this. If not, I hear a motion to close the public hearing.

**Commissioner Phillips:** So moved.

**Chairman Sue:** Any discussion on that? All in favor of closing the public hearing, aye.

**All Commissioners:** Aye

**Chairman Sue:** If not, nay. So now, do I hear a motion on this ordinance change.

**Commissioner Norris:** Approve, Mr. Chairman.

**Chairman Sue:** Phil's motion is to move approval of that ordinance change and the text change. Any discussion on that motion?

**Commissioner Warren:** I just basically know that they had some discussions on the board meeting about terms, expiration of the terms?

**Leslie Bell:** Yes

**Commissioner Warren:** Did they come to some agreement with that or?

**Leslie Bell:** Yes. No change in that.

**Commissioner Warren:** It's still gone 3-year terms?

**Leslie Bell:** Right, still staggered.

**Commissioner Warren:** Staggered?

**Leslie Bell:** Yes

**Commissioner Warren:** Thank you.

**Chairman Sue:** Anymore discussion? If not, all in favor of this change, aye.

**All Commissioners:** Aye

**Chairman Sue:** All opposed, no. So carried. Thank you, Mr. Bell.

ARTICLE II. - PLANNING BOARD<sup>[2]</sup>*Footnotes:*

--- (2) ---

*Cross reference*— Buildings and building regulations, Ch. 1-4; licenses and business regulations, Ch. 1-5; motor vehicles and traffic, Ch. 1-7; roads, Ch. 1-10; wastewater, Ch. 1-13.

*Related law reference*—Special acts, planning and development, Ch. 2-5.

*State Law reference*— Power of county to levy taxes for planning and regulation of development, G.S. § 153A-149(c)(26); planning and regulation of development, G.S. § 153A-320 et seq.; regional planning commissions, G.S. § 153A-391 et seq.; local development, G.S. Ch. 158.

## Sec. 1-2-16. - Established.

There is hereby established the county planning board in this Code referred to as the planning board.

(Ord. No. 12, 10-3-74)

## Sec. 1-2-17. - Members.

- (a) *Appointments; membership; vacancies.* The planning board members shall be appointed by the board of commissioners. The planning board shall consist of seven (7) members, one (1) to be selected from each county commissioner electoral district. New appointments are for three-year terms, three (3) terms expiring in even numbered years and two (2) terms expiring in odd numbered years. Vacancies occurring for reasons other than the expiration of terms shall be filled as they occur for the remainder of the unexpired term.
- (b) *Attendance at meetings; leaves of absence.* Faithful attendance at meetings of the planning board is a prerequisite for maintenance of membership on the board. Being absent from three (3) consecutive meetings or absence from four (4) or more meetings in a year, without a reasonable excuse, shall result in automatic and immediate loss of office. Leave of absence for good cause can be granted by the board of commissioners, for a period not be exceed three (3) months. In either case, until the vacant position has been filled or the member returns from leave of absence, during any interim period the planning board shall be deemed to have as its full membership five (5) rather than six (6) members, and a quorum shall consist of three (3) members.
- (c) *Per diem payment for attendance of meetings.* The board of commissioners may authorize within the operating budget of the planning board a per diem payment for attendance of meetings of the planning board.
- (d) *Reappointments; ex officio member.* Members of the planning board shall be eligible for reappointment. The board of commissioners each year shall name one (1) of its members to serve as an ex officio member of the planning board.

(Ord. No. 12, § 9, 10-3-74; Ord. No. 45, 8-4-80; Ord. No. 56, § 1, 9-7-82; Ord. of 3-28-89, §§ A, B)

**Sec. 1-2-18. - Director.**

The planning director shall serve as advisor and clerk to the planning board.

(Ord. No. 45, 8-4-80; Ord. No. 56, § 1, 9-7-82)

**Sec. 1-2-19. - Year.**

The year of the planning board shall begin on August 4.

(Ord. No. 56, § 1, 9-7-82)

**Sec. 1-2-20. - Organization, rules, meetings, and records.**

Within thirty (30) days after appointment the planning board shall meet and elect a chairman and create and fill such offices as it may determine. The term of the chairman and other officers shall be one (1) year, with eligibility for reelection. The planning board shall adopt rules for transaction of its business and shall keep a record of its members' attendance and of its resolutions, discussions, findings and recommendations, which record shall be a public record. The planning board shall hold at least one (1) meeting monthly, and all of its meetings shall be subject to the terms of G.S. section 143-318.9 et seq.

(Ord. No. 12, § 2, 10-3-74)

**State Law reference—** Meetings of public bodies, G.S. § 143-318.9 et seq.

**Sec. 1-2-21. - Powers and duties, generally.**

It shall be the duty of the planning board, in general to:

- (1) Make studies of the county and surrounding area;
- (2) Determine objectives to be sought in the development of the study area;
- (3) Prepare and adopt plans for achieving these objectives;
- (4) Develop and recommend policies, ordinances, administrative procedures, and other means for carrying out plans in a coordinated and efficient manner;
- (5) Advise the board of commissioners concerning the use and amendment of means for carrying out plans;
- (6) Exercise any function in the administration and enforcement of various means for carrying out plans that the board of commissioners may direct;
- (7) Perform any other related duties that the board of commissioners may direct.

(Ord. No. 12, § 3, 10-3-74)

**State Law reference—** Duties of planning agency, G.S. § 153A-321.

## Sec. 1-2-22. - Basic studies.

- (a) *Gathering maps and aerial photographs; statistics.* As background for its comprehensive plan and any ordinances it may prepare, the planning board may gather maps and aerial photographs of man-made and natural physical features of the county and surrounding area, statistics on past trends and present conditions with respect to population, property values, the economic base of the area, land use, and such other information as is important or likely to be important in determining the amount, direction and kind of development to be expected in the area and its various parts.
- (b) *Special studies.* In addition, the planning board may make, cause to be made, or obtain special studies on the location, condition and adequacy of specific facilities, which may include but are not limited to studies of housing; commercial and industrial facilities; parks, playgrounds and recreational facilities; public and private utilities, including water and waste disposal systems; and traffic, transportation and parking facilities.
- (c) *Records or information by county officials.* All county officials shall, upon request, furnish to the planning board such available records or information as it may require in its work. The board or its agents may, in the performance of their official duties, enter upon lands during reasonable hours and make examinations or surveys and maintain necessary monuments thereon.

(Ord. No. 12, § 4, 10-3-74)

**State Law reference—** Procedure for adopting planning ordinances, G.S. § 153A-323.

## Sec. 1-2-23. - Comprehensive plan.

- (a) *Content.* The comprehensive plan, with the accompanying maps, plats, charts and descriptive matter, shall be and show the planning board's recommendations to the board of commissioners for the development of the county and surrounding area, including, among other things:
  - (1) The general location, character, and extent of water and waste disposal systems, streets, bridges, boulevards, parkways, playgrounds, squares, parks, aviation fields and other public ways, grounds and other spaces;
  - (2) The general location and extent of public utilities and terminals, whether publicly or privately owned or operated, for water, light, sanitation, transportation, communication, power and other purposes;
  - (3) The removal, relocation, widening, narrowing, vacating, abandonment, change of use, or extension of any of the foregoing ways, buildings, grounds, open spaces, property, utilities, or terminals;
  - (4) The most desirable pattern of land use within the area, including the areas for residential uses, for farming and forestry, for manufacturing and industrial uses, for commercial uses, for recreational uses, for open spaces, and for mixed uses.

(b)

*Purpose of plan.* The comprehensive plan and any ordinances or other measures to effectuate it shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the county which will, in accordance with present and future needs, best promote health, safety, morals and the general welfare, among other things, adequate provision for traffic, the promotion of safety from fire and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the promotion of good civic design and arrangement, wise and efficient expenditure of public funds, and the adequate provisions of public utilities, services, and other public requirements.

- (c) *Conducting public hearings.* The planning board may conduct such public hearings as may be required to gather information necessary for the drafting, establishment and maintenance of the comprehensive plan. Before adopting any such plan it shall hold at least one (1) public hearing thereon.

(Ord. No. 12, §§ 5, 9, 10-3-74)

Sec. 1-2-24. - Preparing and submitting zoning ordinance; amendments.

- (a) The planning board may prepare and submit to the board of commissioners for its consideration and possible adoption a zoning ordinance for the control of the height, area, bulk, location and use of buildings and premises in the area, in accordance with the provisions of G.S. Chapter 153A, Article 18, Part 3.
- (b) The planning board may initiate, from time to time, proposals for amendment of the zoning ordinance, based upon its studies and comprehensive plan. In addition, it shall review and make recommendations to the board of commissioners concerning all proposed amendments to the zoning ordinance.

(Ord. No. 12, § 6, 10-3-74)

**State Law reference—** Zoning by counties, G.S. § 153A-340 et seq.

Sec. 1-2-25. - Subdivision regulations.

The planning board shall review, from time to time, the need for regulations for the control of land subdivision in the county and submit to the board of commissioners its recommendations, if any, for adoption or revision of regulations as provided in G.S. Chapter 153A, Article 18, Part 2. The planning board is authorized to exercise such functions as the subdivision regulations may provide. The planning board shall review and make recommendations to the board of commissioners concerning all proposed plats of land subdivision.

(Ord. No. 12, § 7, 10-3-74)

**Cross reference—** Subdivisions, App. A.

**State Law reference—** Subdivision regulation by counties, G.S. § 153A-330 et seq.

Sec. 1-2-26. - Recommendations on public facilities.

The planning board shall review with the county officials and report its recommendations to the board of commissioners upon the extent, location and design of all public structures and facilities, and on the acquisition and disposal of public properties. However, in the absence of a recommendation from the planning board, the board of commissioners may, as it deems wise, after the expiration of thirty (30) days from the date on which the question has been submitted to the planning board for review and recommendation, take final action.

(Ord. No. 12, § 8, 10-3-74)

Sec. 1-2-27. - Attending conferences, meetings; traveling expenses.

Members or employees of the planning board, when duly authorized by the planning board, may attend planning conferences or meetings of planning institutes or hearings upon pending planning legislation, and the planning board may, by formal and affirmative vote, pay, within the planning board's budget, the reasonable traveling expenses incident to such attendance.

(Ord. No. 12, § 9, 10-3-74)

Sec. 1-2-28. - Publicity and education.

The planning board shall have power to promote public interest in and on understanding of its recommendations, and to that end it may publish and distribute copies of its recommendations and may employ such other means of publicity and education as it may determine.

(Ord. No. 12, § 9, 10-3-74)

Sec. 1-2-29. - Annual analysis of expenditures and budget request for ensuing fiscal year.

- (a) The planning board shall, by April 15 of each year, submit in writing to the budget officer an analysis of the expenditures to date for the current fiscal year, and for review and approval, its requested budget of funds needed for operation during the ensuing fiscal year.
- (b) The planning board is authorized to receive contributions in addition to any sums which may be appropriated for its use by the board of commissioners and an amendment to the approved budget will be submitted to the board of commissioners for approval reflecting any such contributions, and any conditions or special purposes for the use thereof.
- (c) The planning board is authorized to appoint such committees and employees, and to enter into contracts that will be of assistance to it in carrying out its powers and duties, as it deems necessary subject, however, to budgetary controls and limitations. Any and all such contracts must be approved by the board of commissioners.

(Ord. No. 12, § 10, 10-3-74)

**State Law reference**— Local Government Budget and Fiscal Control Act, G.S. § 159-7 et seq.; budget officer G.S. § 159-9.

Sec. 1-2-30. - Advisory council and special committees.

- (a) The planning board may seek the establishment of an unofficial advisory council and may cooperate with this council to the end that its investigations and plans may receive fullest consideration. The planning board may not delegate to such advisory council any of its official prerogatives.
- (b) The planning board may set up special committees to assist it in the study of specific questions and problems.

(Ord. No. 12, § 11, 10-3-74)

Sec. 1-2-31. - Statutory powers.

The planning board shall have all the powers and authority granted to planning agencies by G.S. Chapter 153A, Article 18.

(Ord. No. 12, § 12, 10-3-74)

**State Law reference**— Planning agency, G.S. § 153A-321 et seq.

Secs. 1-2-32—1-2-45. - Reserved.

## Cheat Sheet

### **PLANNING BOARD**

- \*Tom Morgan was appointed to fill the un-expired term of John Thompson (resigned)
- Bobby Long and Alan Lewis were re appointed July 02.
- Sue Franks filled the expired term of Sharon Marshall July 02.
- May 3, 04 Michael Loyack filled the expired term of Chairman Tom Morgan.
- Aug 2, 04 Evans reappt for another 3 years
- Aug 2, 04 Powell appt to fill expired term of Jack Batson (resigned)
- June 20, 05 Cheryl Powell resigned, tabled per Sue.
- July 5, 2005 Jane Gilbert filled unexpired term of Cheryl Powell (resigned)
- August 1, 2005 Franks, Lewis, Long reappt.
- May 1, 2006 Dr. Wm Flythe appt to replace unexpired Sue Franks (resigned due to relocation out of district) Moore.
- 4-3-07 Boyd Evans, Chairman expired 3-31-07.
- 4-16-07 Rabon appt Cynthia Henry to fill unexp term of Boyd Evans (deceased)
- 4-16-07 Norris appt Denny Jordan as new alternate member as established in new UDO effective May 1, 2007. Denny Jordan will serve a three-year term that will begin on May 1, 2007 and expire on May 1, 2010. Mr. Jordan will attend Planning Board meetings but will only vote in the absence or recusal of a fellow Planning Board member.
- 5-7-07 Loyack reappt Sue.
- 7-2-07 Rabon reappt Henry, Sue reappt Gilbert.
- 7-21-08 Norris reappt Long, Moore reappt Flythe, Cooke reappt Lewis
- 12-7-09 Charles Warren reappt as Commissioner.
- 4-19-10 Steve Candler (Sue) replaced Jane Gilbert (resigned) unexpired term.
- 5-17-10 Mike Loyack (Sue) and Denny Jordan (Norris) reappointed.
- 7-6-10 Cynthia Henry (Phillips) and Steve Candler (Sue) reappt.
- 11-10 Mike Loyack expired and the Planning Board will re-organize in compliance with the Code of Ethics/Conduct.
- 12-10 Commissioner Warren resigned in keeping with the Code of Ethics/Conduct.
- 7-5-11 Planning Board reorganized per text amendment to Code of Ordinance. Will consist of 7 members, one from each electoral district, an alternate member and two at-large members.
- 7-18-11 Bobby Long, Alan Lewis, reappt. Warren appt James E. Graham to replace William Flythe.
- Denny Jordan (alternate) had been serving in Mike Loyack's (deceased) at large slot and was moved from alternate to that at-large position to fill that unexpired term which was the same as his alternate term.
- Eric Dunham filled the new 2nd at-large position due to reorganization of the Planning Board (7-5-11).
- Troy Price was appt to the alternate position formerly held by Denny Jordan and filled that unexpired term.
- Ordinance says
-

- 4-15-13 Denny Jordan was not reappointed (3-2) Troy Price was moved from alternate position to Denny Jordan's at-large position to serve a 3-year term and Joy Easley was appointed to fill Troy Price's expired alternate position for a 3-year term.
- 07-01-13 Henry and Candler reappt.
- 08-05-13 Alan Lewis resigned, Joy Easley took Lewis unexpired terms and became full time. Chris Stanley filled Joy Easley's unexpired term as an alternate.
- 7-21-14 Norris appt Randy Ward to fill Bobby Long term, Cooke reappt Easley. Sykes move Chris Stanley from alternate position to fill James Graham (resigned) term, (Stanley will now serve full 3-year term) Norris appt Joe Johnson to fill Chris Stanley unexpired term in alternate position. Eric Dunham reappointed as at-large.
- 5/4/15 – District 5 –Michael Polychrones appointed to fill the unexpired term of Steve Candler. The term expires on August 1, 2016.
- 5-16-16 Thompson re-appointed Troy Price at-large position
- 5-16-16 Joe Johnson was not re-appointed William "Bill" Bittenbender as appointed to fill the alternate appointment 3 ayes (Sykes, Thompson, Williams) 2 nays (Cooke, Phillips)
- 7/18/2016 – Commissioner Williams appointed Richard J. Leary to serve as the District 5 Appointee. Mr. Leary's term is for 3 years and will expire 8/1/2019. At this time, Cynthia Henry did not wish to serve another term creating a vacancy for the District 4 position. Upon appointment, the new appointee will serve a term with an expiration date of 8/1/2019 to stay true to term.
- 1/20/2017 – Tom Simmons appointed to serve as the District 4 appointee filling the vacancy created by Cynthia Henry. The expiration date for this term is 8/1/2019 to keep true to term.
- 6/29/2017 Board Action taken on 5/1/2017 Budget Wrokshop to adjust all Board Appointments terms expirations to June 30 to align with the end of the fiscal year with statute/bylaws taken into consideration. Prepared letters completed on June 28, 29, and 30 notifying affected board members of new term expirations.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**August 14, 2017**

**From:**  
Ann Hardy, County Manager

**Action Item # V. - 3.**  
Administration - Commissioners' Schedule of Meetings (Ann Hardy, County Manager)

**Issue/Action Requested:**

Request that the Board of Commissioners revise their schedule of meetings for regular meetings to occur on the First Monday of each calendar month at 3 pm and the Third Monday of each calendar month at 6 pm. In the event that either date falls on a legal holiday, the meeting will fall on the next business day.

**Background/Purpose of Request:**

The volume of the staff workload and business before the board indicate the need for 2 regular business meetings per month. Electronic agenda packets provide the members of the board the opportunity to review the agenda prior to publication of the agenda. Staff recommends that the clerk, finance officer, manager and attorney propose an agenda no later than Wednesday at 5 the week prior the meeting. The manager, clerk and attorney will then conduct a call with the Chairman and Vice-Chairman at 3 pm on the Thursday prior to the meeting to establish the recommended agenda. Any commissioner wishing to add an agenda item or remove an agenda item is requested to notify the county manager or Chairman no later than 2 on the Thursday prior to the meeting.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

**Advisory Board Recommendation:**

Not Applicable.

**County Manager's Recommendation:**

Recommend that the Board of Commissioners revise their schedule of meetings for regular meetings to occur on the First Monday of each calendar month at 3 pm and the Third Monday of each calendar month at 6 pm. In the event that either date falls on a legal holiday, the meeting will fall on the next business day.

**ATTACHMENTS:**

Description

- ☐ Draft Meeting Schedule

BOC Regular Meeting  3:00 p.m. Commissioners Chambers (1 <sup>st</sup> Monday, except 9/5 & 1/2)	BOC Regular Meeting  6:00 p.m. Commissioners Chambers (3 <sup>rd</sup> Monday, except 1/16)	Department Head Deadline  12:00 pm	Finance/Legal/Ad min/Clerk Deadline to publish for BOC  5:00 pm	Clerk Publishing Deadline	Special Meeting Time	Important Notes	Leadership Team Meeting  9:30 a.m. 2 <sup>nd</sup> Floor Training Room Admin. Bldg.
	<b>07/17</b>	07/05	07/07	07/13			07/19
	<b>08/21</b>	08/09	08/11	08/17			08/23
<b>09/05*</b>		08/28	08/30	08/31		*Meeting moved due to Labor Day	09/06
	<b>09/18</b>	09/11	09/13	09/14			09/20
<b>10/02</b>		09/25	09/27	09/28			10/04
	<b>10/16</b>	10/09	10/11	10/12			10/18
<b>11/06</b>		10/30	11/1	11/02			11/08
	<b>11/20</b>	11/13	11/15	11/16			11/22
<b>12/04</b>		11/27	11/29	11/30			12/06
	<b>12/18</b>	12/11	12/13	12/14			12/20
<b>01/02*</b>		12/20**	12/27	12/28		*Meeting moved due to New Years Day on January 1 **Deadline moved due to Christmas holiday including Dec. 22	01/03
	<b>01/16*</b>	01/08	01/10	01/11		*Meeting moved due to Martin Luther King, Jr. Day on January 15	01/17
<b>02/05</b>		01/29	01/31	02/01			02/07
	<b>02/19</b>	02/12	02/14	02/15			02/21
<b>03/05</b>		02/26	02/28	03/01			03/07
	<b>03/19</b>	03/12	03/14	03/15			03/21
<b>04/02</b>		03/26	03/28	03/29			04/04
	<b>04/16</b>	04/09	04/11	04/12			04/18
<b>05/07</b>		04/30	05/02	05/03			05/09
	<b>05/21</b>	05/14	05/16	05/17			05/23
<b>06/04</b>		05/28	05/30	05/31			06/06
	<b>06/18</b>	06/11	06/13	06/14			06/20



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**August 14, 2017**

**From:**  
Ann B. Hardy, County Manager

**Action Item # V. - 4.**

Administration - Brunswick County Schools Teacher/Staff  
Development Luncheon (Ann Hardy, County Manager)

**Issue/Action Requested:**

Request that the Board of Commissioners approve payment of \$2,500 in support of the Brunswick County Teacher/Staff Development Luncheon and the payment to Middle of the Island.

**Background/Purpose of Request:**

County staff received a request to sponsor a teacher luncheon being held during a countywide staff development event. The luncheon was to occur prior to the next meeting of the Board of Commissioners. The amount of the luncheon was below the amount of \$25,000 that is delegated to the manager for contract authority and did not require a budget amendment or transfer between departments. Each member of the Board of Commissioners was contacted by the manager for advice and direction regarding the county sponsoring the event. Should the board wish to fund the event, a check for \$2,500 will be sent to the caterer. Should the board decline to fund the event, the school system will be responsible for payment.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations  
Funds available in the current budget.

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable.

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve payment of \$2,500 in support of the Brunswick County Teacher/Staff Development Luncheon and the payment to Middle of the Island.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**August 14, 2017**

**From:**  
Ann Hardy

**Action Item # V. - 5.**

Administration - Amendment to Brunswick Guarantee for Textbooks and Software and Eligible Dependents of Veterans (Ann Hardy, County Manager)

**Issue/Action Requested:**

Request that the Board of Commissioners approve a revision to the Brunswick Guarantee Program with Brunswick Community College to provide up to \$750 per semester per student for instruction required textbooks and software less any reimbursements or refunds received by the college and approve the program for eligible dependents of veterans.

**Background/Purpose of Request:**

Brunswick County entered into an agreement with the Brunswick Community College Foundation on March 6, 2017 to establish a scholarship program. The program provided for tuition and fees. Since that time requests have been made to provide for course required textbooks and software with any reimbursements received by the college used to replenish the scholarship program.

**Fiscal Impact:**

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable.

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve a revision to the Brunswick Guarantee Program with Brunswick Community College to provide up to \$750 per semester per student for instruction required textbooks and software less any reimbursements or refunds received by the college and approve the program for eligible dependents of veterans.

**ATTACHMENTS:**

Description

- ☐ Brunswick Guarantee - Approved 3/6/2017
- ☐ Amendment Brunswick Guarantee

**AGENCY FUNDING AGREEMENT  
FOR BRUNSWICK GUARANTEE COLLEGE TUITION SCHOLARSHIP PROGRAM**

**THIS AGREEMENT**, made and entered into this the 14<sup>th</sup> day of March 2017, by and between Brunswick County, a political subdivision of the State of North Carolina ("County") and the Brunswick Community College Foundation, Inc., a 501(c)(3) nonprofit corporation, located at P.O. Box 30 Supply, NC 28462 ("Foundation").

**WITNESSETH:**

**WHEREAS**, The Brunswick Community College Foundation is a charitable organization instituted to enhance the mission of Brunswick Community College to benefit students and the community; and

**WHEREAS**, The Foundation is a vital resource for the acceptance and solicitation of all gifts for the support of education and the continued growth and progress of Brunswick Community College; and

**WHEREAS**, the Foundation manages funds that enable students that meet certain financial need or other criteria to defray the costs of education; and

**WHEREAS**, it is in the interests of the County that said program be assisted by the County and thereby enhance its availability to residents of the County, and said program addresses an important public purpose in the public education of Brunswick County residents and the furtherance of education at public institutions within Brunswick County, as identified by the Board of Commissioners;

**NOW, THEREFORE**, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and the Foundation agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall be for a program year beginning July 1, 2017 to June 30, 2018, with like recurring funding for two successive program years through June 30, 2020.
2. **Scope of Services.** The Foundation agrees to utilize the funds provided by County to establish and fund a program of tuition scholarship payment for Brunswick County citizens to attend Brunswick Community College. The Foundation shall be responsible for the means, methods, techniques, sequence, program and procedures necessary to properly and fully complete the work set forth herein, but it is agreed between the parties that the program shall include the following characteristics and requirements:
  - a. Students who graduated from a Brunswick County High School in 2016 will be the first group eligible for the Brunswick Guarantee. To be eligible, students must be residents of Brunswick County, must be United States citizens or documented lawful permanent residents of the United States, and must have been enrolled in a Brunswick County public school private school, or home schooled in Brunswick County for the duration of their high school education.
  - b. Students who graduate from a Brunswick County High School in 2017 will be eligible for the Brunswick Guarantee if they enter BCC within four semesters (Fall, Spring, Summer, Fall) of graduating.

- c. Students must earn at least a 2.3 unweighted GPA in high school and enroll in a curriculum (for credit) program (certificate, diploma or degree) at BCC within four semesters (fall, spring, summer, fall) after graduating from high school. Developmental coursework is not funded by the Brunswick Guarantee.
- d. Students must remain in good academic standing with BCC, meaning a minimum of a 2.0 in college coursework and completion of at least 67% of credit hours attempted each semester.
- e. Students must first complete the Brunswick CC scholarship and federal financial aid application processes. Any funds awarded through those channels will be utilized first.
- f. Students must complete the BCC scholarship and federal financial aid application processes annually to remain eligible.
- g. The Brunswick Guarantee will then cover any unmet tuition (at the in-state rate) and fees while funds are available.
- h. Qualified students will be allowed no more than two (2) programs of study changes and will have a lifetime eligibility of 150%; e.g., a student enrolled in college transfer associate, a 60 credit hour program, would need to complete the program within 90 hours.

### **3. Funding.**

- a. The County agrees to appropriate for the provision of services described in the above Scope of Services a sum of up to two hundred thousand dollars (\$200,000.00) per program year.
- b. All funds appropriated shall be used for purposes described in this Agreement. The Foundation certifies that the funds provided to the agency under the terms of this Agreement will be used for a public purpose and shall only be used for the purposes intended, and any money not used for those purposes will be promptly returned to Brunswick County.
- c. Any changes in the use of funds must be authorized in writing by the County prior to any expenditure of the funds by the Foundation. If the funds are not expended in accordance with the Scope of Services, then the County may cease payment, terminate this Agreement, and the Foundation may be required to repay the funds to the County.
- d. The Foundation shall be paid twenty-five thousand dollars (\$25,000.00) by July 15 and again by January 15 to assist in the administrative and marketing costs of the program. The remaining funds shall be made available to the Foundation for tuition scholarships awarded under the program, estimated to average six hundred (\$600.00) per student, per semester. The Foundation shall invoice the County each semester for payment of tuition scholarships with documentation and satisfactory proof of the program expenditure for eligible students, but total payment by the County for the fiscal year shall not exceed two hundred thousand dollars (\$200,000.00).

- e. The County's obligation to make payments is contingent upon receipt of Progress Reports, which show satisfactory progress toward completion of performance criteria and an accounting of expenditures in fulfillment of the Scope of Services.
- f. The County is not obligated to provide any other support to Foundation in this or in succeeding fiscal years beyond the terms of this Agreement.

#### **4. Agency Reporting.**

- a. The Foundation will provide Brunswick County a Progress Report that includes a fiscal report and updates on performance criteria as outlined in the Scope of Services. Progress Report dates should cover the following periods: July 1 – October 31; November 1 – February 28 and March 1 - June 30. Progress Reports are due on November 10, March 10, and June 30 of the program fiscal year.
- b. Foundation agrees to allow the County to inspect its financial books and records, which document costs of those services, upon reasonable notice during normal working hours.

#### **5. Termination.**

- a. In the event of any of the circumstances set forth below (hereinafter referred to as "default"), the County may immediately terminate this Agreement, in whole or in part, and from time to time. Notice of termination must be in writing, state the reason or reasons for the termination, and specify the effective date of the termination:
  - i. In the event that Foundation shall cease to exist as an organization or shall enter bankruptcy proceedings, be declared insolvent, or liquidate all or substantially all of its assets, or significantly reduce its services or accessibility to Brunswick County residents during the term of this Agreement; or
  - ii. In the event that Foundation shall fail to render a satisfactory accounting as provided section 4 above, the County may terminate this Agreement and Foundation shall return all payments already made to it by the County for services which have not been provided or for which no satisfactory accounting has been rendered; or
  - iii. In the event of any fraudulent representation by the Foundation in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement.
  - iv. Nonperformance, incomplete service or performance, or failure to satisfactorily perform any part of the work identified in the Scope of Services or to comply with any provision of this Agreement.
  - v. Failure to adhere to the terms of applicable county, state or federal laws, regulations, or stated public policy.
- b. In the event of default by the Foundation, the county may elect to terminate this Agreement, in whole or in part and/or require the Foundation to repay the funds within ten (10) business days from written notice of default. The County may (but shall not be

required to) grant the Foundation an opportunity to cure the default without termination of this Agreement. This clause shall not be interpreted to limit the County's remedies in law or in equity.

6. **Relationship of the Parties.** Foundation represents that it has or will secure, at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized and permitted under federal, state and local law to perform such services. Foundation is an independent contractor of the County.
7. **Compliance with all Laws.** The Foundation, at its sole expense, shall comply with all laws, ordinances, orders and regulations of the federal, state or local governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following execution of this agreement.
8. **Subcontract.** The County and Foundation deem the services provided under this Agreement to be personal in nature and Foundation may not subcontract any rights or duties under this Agreement to any other party without prior written consent from the County.
9. **Assignment.** The Foundation shall not assign this Agreement, including the rights to payment, to any other party without the prior written consent of the County.
10. **Non-Appropriation.** This Agreement is subject to the availability of funds to purchase the specified services and may be terminated at any time if such funds become unavailable.
11. **Notice.** The Parties hereto agree and understand that written notice, mailed or delivered, to the last known address shall constitute sufficient notice to the County and the Foundation. All notices required and/or made pursuant to this Agreement to be given to the County and the Provides shall be in writing and mailed to the party addressed as follows:

County: County Manager Brunswick County Post Office Box 249 Bolivia, NC 28422	Foundation: BCC Foundation P.O. Box 30 Supply, NC 28462
--	---
12. **Entire Agreement.** This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties and shall supersede, replace or nullify any and all prior Agreements of understandings; written or oral, relating to the matters set forth herein, and any such prior Agreements or understandings shall have no force or affect whatsoever on this Agreement. The County and Foundation have read this Agreement and agree to be bound by all of its terms, and further agree that this Agreement constitutes the complete and exclusive statement of the Agreement between the County and Foundation.
13. **Severability.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on the other provisions of this Agreement. It is understood by the parties hereto that if any part, term or provision of this Agreement is by the Courts held to be illegal or in conflict with any laws of the State of North Carolina or the United States, the validity of the remaining portions or provisions shall not be

affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

**14. Governing Law.** The laws of the State of North Carolina shall govern all aspects of this Agreement. If it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Brunswick County, North Carolina.

**15. Signatures.** This Agreement, together with any amendments or modifications, may be executed electronically. All electronic signatures affixed hereto evidence the intent of the parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.

**IN WITNESS WHEREOF,** Brunswick County and the Foundation have signed this Agreement, effective on the last date this Agreement is signed by both parties as indicated by the dates set forth under signatures below.

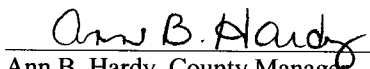
*For and on behalf of the Foundation*

  
Signature

3/14/2017  
Date

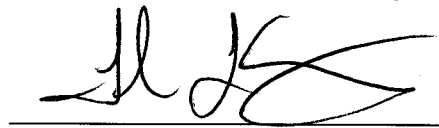
MIKE FORTZ - PRESIDENT  
Printed Name / Title

*For and on behalf of Brunswick County Government*

  
Ann B. Hardy, County Manager

3-6-2017  
Date

*For and on behalf of Brunswick County Commissioners*

  
Signature

Fran H. Williams, Chairman  
Printed Name / Title

3-14-2017  
Date

**AMENDED AGENCY FUNDING AGREEMENT  
FOR *Brunswick Guarantee* College Tuition Scholarship Program**

**THIS AGREEMENT**, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Brunswick County, a political subdivision of the State of North Carolina ("County") and the Brunswick Community College Foundation, Inc., a 501(c)(3) nonprofit corporation, located at P.O. Box 30 Supply, NC 28462 ("Foundation").

**WITNESSETH:**

**WHEREAS**, The Brunswick Community College Foundation is a charitable organization instituted to enhance the mission of Brunswick Community College to benefit students and the community; and

**WHEREAS**, The Foundation is a vital resource for the acceptance and solicitation of all gifts for the support of education and the continued growth and progress of Brunswick Community College; and

**WHEREAS**, the Foundation manages funds that enable students that meet certain financial need or other criteria to defray the costs of education; and

**WHEREAS**, it is in the interests of the County that said program be assisted by the County and thereby enhance its availability to residents of the County, and said program addresses an important public purpose in the public education of Brunswick County residents and the furtherance of education at public institutions within Brunswick County, as identified by the Board of Commissioners;

**NOW, THEREFORE**, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and the Foundation agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall be for a program year beginning July 1, 2017 to June 30, 2018, with like recurring funding for two successive program years through June 30, 2020.
2. **Scope of Services.** The Foundation agrees to utilize the funds provided by County to establish and fund a program of tuition scholarship payment for Brunswick County citizens to attend Brunswick Community College. The Foundation shall be responsible for the means, methods, techniques, sequence, program and procedures necessary to properly and fully complete the work set forth herein, but it is agreed between the parties that the program shall include the following characteristics and requirements:
  - a. Students who graduated from a Brunswick County High School in 2016 will be the first group eligible for the Brunswick Guarantee. To be eligible, students must be residents of Brunswick County, must be United States citizens or documented lawful permanent residents of the United States, and must have been enrolled in a Brunswick County public school, private school, or home schooled in Brunswick County for the duration of their high school education.
  - b. Students who graduate from a Brunswick County High School in 2017 will be eligible for the Brunswick Guarantee if they enter BCC within four semesters (Fall, Spring, Summer, Fall) of graduating.
  - c. Students must earn at least a 2.3 unweighted GPA in high school and enroll in a curriculum

(for credit) program (certificate, diploma or degree) at BCC within four semesters (fall, spring, summer, fall) after graduating from high school. Developmental coursework is not funded by the Brunswick Guarantee.

- d. Students must remain in good academic standing with BCC, meaning a minimum of a 2.0 in college coursework and completion of at least 67% of credit hours attempted each semester.
- e. Students must first complete the Brunswick CC scholarship and federal financial aid application processes. Any funds awarded through those channels will be utilized first.
- f. Students must complete the BCC scholarship and federal financial aid application processes annually to remain eligible.
- g. The Brunswick Guarantee will then cover any unmet tuition (at the in-state rate) and fees while funds are available. Brunswick Guarantee will provide up to \$750 per semester per student for instruction required textbooks and software less any reimbursements or refunds received by the college and approve the program for eligible dependents of veterans. Any textbook reimbursements will be returned to the Brunswick Guarantee program and an accounting provided to the County and the Foundation. Students are unable to use Financial Aid on restricted items. Restricted items include clothing, food, medicines, and other items not directly associated with educational expenses. If items are restricted, student will be prompted to add another form of payment.
- h. Qualified students will be allowed no more than two (2) programs of study changes and will have a lifetime eligibility of 150%; e.g., a student enrolled in college transfer associate, a 60-credit hour program, would need to complete the program within 90 hours.

### **3. Funding.**

- a. The County agrees to appropriate for the provision of services described in the above Scope of Services a sum of up to two hundred thousand dollars (\$200,000.00) per program year.
- b. All funds appropriated shall be used for purposes described in this Agreement. The Foundation certifies that the funds provided to the agency under the terms of this Agreement will be used for a public purpose and shall only be used for the purposes intended, and any money not used for those purposes will be promptly returned to Brunswick County.
- c. Any changes in the use of funds must be authorized in writing by the County prior to any expenditure of the funds by the Foundation. If the funds are not expended in accordance with the Scope of Services, then the County may cease payment, terminate this Agreement, and the Foundation may be required to repay the funds to the County.
- d. The Foundation shall be paid twenty-five thousand dollars (\$25,000.00) by July 15 and again by January 15 to assist in the administrative and marketing costs of the program. The remaining funds shall be made available to the Foundation for tuition scholarships awarded under the program, estimated to average six hundred (\$600.00) per student, per semester. The Foundation shall invoice the County each semester for payment of tuition

scholarships with documentation and satisfactory proof of the program expenditure for eligible students, but total payment by the County for the fiscal year shall not exceed two hundred thousand dollars (\$200,000.00).

- e. The County's obligation to make payments is contingent upon receipt of Progress Reports, which show satisfactory progress toward completion of performance criteria and an accounting of expenditures in fulfillment of the Scope of Services
- f. The County is not obligated to provide any other support to Foundation in this or in succeeding fiscal years beyond the terms of this Agreement.

**4. Agency Reporting.**

- a. The Foundation will provide Brunswick County a Progress Report that includes a fiscal report and updates on performance criteria as outlined in the Scope of Services. Progress Report dates should cover the following periods: July 1 - October 31; November 1 – February 28 and March 1 - June 30. Progress Reports are due on November 10, March 10, and June 30 of the program fiscal year.
- b. Foundation agrees to allow the County to inspect its financial books and records, which document costs of those services, upon reasonable notice during normal working hours.

**5. Termination.**

- a. In the event of any of the circumstances set forth below (hereinafter referred to as "default"), the County may immediately terminate this Agreement, in whole or in part, and from time to time. Notice of termination must be in writing, state the reason or reasons for the termination, and specify the effective date of the termination:
  - i. In the event that Foundation shall cease to exist as an organization or shall enter bankruptcy proceedings, be declared insolvent, or liquidate all or substantially all of its assets, or significantly reduce its services or accessibility to Brunswick County residents during the term of this Agreement; or
  - ii. In the event that Foundation shall fail to render a satisfactory accounting as provided section 4 above, the County may terminate this Agreement and Foundation shall return all payments already made to it by the County for services which have not been provided or for which no satisfactory accounting has been rendered; or
  - iii. In the event of any fraudulent representation by the Foundation in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement.
  - iv. Nonperformance, incomplete service or performance, or failure to satisfactorily perform any part of the work identified in the Scope of Services or to comply with any provision of this Agreement.
  - v. Failure to adhere to the terms of applicable county, state or federal laws,

regulations, or stated public policy.

- b. In the event of default by the Foundation, the county may elect to terminate this Agreement, in whole or in part and/or require the Foundation to repay the funds within ten (10) business days from written notice of default. The County may (but shall not be required to) grant the Foundation an opportunity to cure the default without termination of this Agreement. This clause shall not be interpreted to limit the County's remedies in law or in equity.
6. **Relationship of the Parties.** Foundation represents that it has or will secure, at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized and permitted under federal, state and local law to perform such services. Foundation is an independent contractor of the County.
7. **Compliance with all Laws.** The Foundation, at its sole expense, shall comply with all laws, ordinances, orders and regulations of the federal, state or local governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following execution of this agreement.
8. **Subcontract.** The County and Foundation deem the services provided under this Agreement to be personal in nature and Foundation may not subcontract any rights or duties under this Agreement to any other party without prior written consent from the County.
9. **Assignment.** The Foundation shall not assign this Agreement, including the rights to payment, to any other party without the prior written consent of the County.
10. **Non-Appropriation.** This Agreement is subject to the availability of funds to purchase the specified services and may be terminated at any time if such funds become unavailable.
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County: County Manager  
Brunswick County  
Post Office Box 249  
Bolivia, NC 28422

Foundation: BCC Foundation  
Post Office Box 30  
Supply, NC 28462

12. **Entire Agreement.** This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties and shall supersede, replace or nullify any and all prior Agreements of understandings; written or oral, relating to the matters set forth herein, and any such prior Agreements or understandings shall have no force or affect whatsoever on this Agreement. The County and Foundation have read this Agreement and agree to be bound by all of its terms, and further agree that this Agreement constitutes the complete and exclusive statement of the Agreement between the County and Foundation.

13. **Severability.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on the other provisions of this Agreement. It is understood by the parties hereto that if any part, term or provision of this Agreement is by the Courts held to be illegal or in conflict with any laws of the State of North Carolina or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid
14. **Governing Law.** The laws of the State of North Carolina shall govern all aspects of this Agreement. If it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Brunswick County, North Carolina.
15. **Signatures.** This Agreement, together with any amendments or modifications, may be executed electronically. All electronic signatures affixed hereto evidence the intent of the parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.

**IN WITNESS WHEREOF,** Brunswick County and the Foundation have signed this Agreement, effective on the last date this Agreement is signed by both parties as indicated by the dates set forth under signatures below.

***For and on behalf of the Foundation***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name / Title

***For and on behalf of Brunswick County Government***

\_\_\_\_\_  
Ann B. Hardy, County Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name / Title

***For and on behalf of Brunswick County Commissioners***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name / Title



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**August 14, 2017**

**Action Item # V. - 6.**

**From:**

Administration - Establish Agenda for Commissioners' Regular Meeting of August 21, 2017 (Ann Hardy, County Manager)

**Issue/Action Requested:**

Request that the Board of Commissioners establish Agenda for Commissioners' Regular Meeting of August 21, 2017.

**Background/Purpose of Request:**

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable

**County Manager's Recommendation:**

Recommend that the Board of Commissioners establish Agenda for Commissioners' Regular Meeting of August 21, 2017.

**ATTACHMENTS:**

Description

- ☐ Draft Agenda for the August 21, 2017 Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING AGENDA**

**August 21, 2017**

**6:00 PM**

**I. Call to Order**

**II. Invocation/Pledge of Allegiance**

**III. Adjustments/Approval of Agenda**

**IV. Public Comments**

**V. Approval of Consent Agenda**

1. Board Appointment - Doshier Memorial Hospital Board of Trustees  
Request that the Board of Commissioners appoint Mr. Robert Howard to fill the unexpired term of Trustee Dr. Robert Zukoski on the Doshier Memorial Hospital Board of Trustees. The term will expire on November 5, 2019.
2. Board Appointment - Economic Development Commission and Recieve Proposed Bylaws  
Request that the Board of Commissioners receive proposed Bylaws and appoint the following individuals to the Board of Directors for the newly formed Economic Development Commission:  
  
District 1 -  
District 2 - Dr. John Ward  
District 3 -  
District 4 - Clint Berry  
District 5 -
3. Board Appointment - Fire Commission  
Request that the Board of Commissioners appoint the following individuals to the the Fire Commission for a 2-year term expiring June 30, 2019 (positional appointees will serve as long as they retain their position):

**Board of County Commissioners (Two BOCC Members)**

- 1.
- 2.

**Board of County Commissioners Citizen Appointees: (Six Citizen Appointees)**

- District 1:
- District 2:
- District 3:
- District 4 - Steven Barger
- District 5 - William D. Wilson
- At Large:

**Board of Commissioners Fire Chief Appointee (Five Fire Chief Appointees)**

- District 1: Robert Yoho (Ocean Isle Beach Fire Department)
- District 2: William Bailey (Supply Fire Department)
- District 3: Charles Drew (Southport Fire Department)
- District 4: Teresa Tickle (Boiling Spring Lakes Fire Department)
- District 5: Donnie Williams (Navassa Fire Department)

**Board of Commissioners Fire Chief Association Appointee (President of Fire Chiefs Association)**

- President Doug Todd

**Board of Commissioners Municipal Appointees (Five Municipal Appointees Mayor or Mayor Pro Tem)**

- District 1: Carolina Shores Appointee - Mayor Joyce Dunn
  - District 2: Holden Beach Appointee - Mayor Alan Holden
  - District 3: Oak Island Appointee
  - District 4: Shallotte Appointee - Mayor Walt Eccard
  - District 5: Leland Appointee - Mayor Brenda Bozeman
4. Board Appointment - Juvenile Crime Prevention Council (JCPC) - Chief of Police  
Request that the Board of Commissioners approve the recommendation of Mr. Bradford "Brad" Shirley to the Juvenile Crime Prevention Council for a term of 2-years.
  5. Board Appointment - Juvenile Crime Prevention Council (JCPC) - Public Appointee  
Request that the Board of Commissioners appoint Mary Anne Hersam to the Juvenile Crime Prevention Council (JCPC) to fill the unexpired term of Ms. Kathrine White. This term expires June 30, 2019.
  6. Board Appointment - Nursing Home & Adult Care Home Community Advisory Committee - At Large  
Request that the Board of Commissioners reappoint Ms. Laura Miller to the Brunswick County Nursing Home & Adult Care Home Community Advisory Committee, as an At-large member, for a 3-year term expiring September 1, 2020.
  7. Board Appointment - Oak Island Planning Board ETJ  
Request that the Board of Commissioners approve the recommendation of the Oak Island Council to appoint to the Oak Island Planning Board as an ETJ member.
  8. Parks & Recreation - Musco Lighting for Ocean Isle Beach Park Phase 2  
Request that the Board of Commissioners approve LED sports lighting in the design for Ocean Isle Beach Park.
  9. Clerk to the Board - Meeting Minutes  
Request that the Board of Commissioners approve the draft minutes from the July 17, 2017 Regular meeting.
  10. Code Administration - Resolution Exempting Building I Renovation  
Request that the Board of Commissioners approve a resolution exempting the Building I remodel/renovation project from N.C.G.S. 143-64.31.
  11. County Attorney - Refund Request for Excise Tax  
Request that the Board of Commissioners direct a refund requested for excise taxes charged in error in the amount of \$646.00.
  12. Deed of Dedication - Waterway Cove Phase 3 Section 2B  
Request that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure in Waterway Cove Phase 3 Section 2B.
  13. Deed of Dedication - Savannah Lakes, Phase 3C  
Request that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure in Savannah Lakes Phase 3C at Meadowlands.
  14. Deed of Dedication - Sunny Point Tiger Mart

Request that the Board of Commissioners accept the Deed of Dedication for water only infrastructure from Sunny Point Properties, LLC.

15. Deed of Dedication - Windermere Estates

Request that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure for Windermere Estates Phase 1, Lots 1-11, 16-24.

16. Deed of Dedication - Medical Park Way Cul-De-Sac

Request that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure for Medical Park Way Cul-De-Sac.

17. Emergency Services - OnSolve Contract

Request that the Board of Commissioners approve the renewal of OnSolve (Formerly First Call and Code Red) as the mass notification system used for notifying residents of situations where emergent action is required on their part.

18. Emergency Services - Medical Director Contract

Request that the Board of Commissioners approve the Emergency Services Medical Director Contract with William Sherrod, MD in the amount of \$30,000 annual.

19. Finance - Fiscal Items

Request that the Board of Commissioners approve Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature presented on the consent agenda.

-Health Services meaningful use program

Roll \$21,250 of meaningful use of electronic health records system program funds received 6/5/2017 in FY18 to support a contract for Dr. Bracken due to her willingness to participate in the meaningful use program enabled Health Services to receive these funds.

-Aquifer Storage Project Budget Amendment and Capital Project Ordinance

Transfer \$6,965 undesignated reserve funds to the Aquifer Storage Project to set up pumps and hoses to empty remaining water in test well.

- Request the Board of Commissioners approve Year 3 Continuation Award (budget period 9/30/2017-9/29/2018) for the Substance Abuse Mental Health Services Administration (SAMHSA) grant and appropriate Federal Revenues Restricted in the amount \$325,000. Total grant amount is \$975,000 (\$325k/yr.). Initial award was approved at the 9/21/2015 board meeting.

This grant is intended to increase the capacity served through the adult and family substance abuse, mental health and DWI courts. Provide reimbursement for supplies, travel and training, and contracted services. Contracted services includes a 30% reimbursement of the project director's contract currently paid by Brunswick County to the Administrative Office of the Courts and a 100% reimbursement of the required additional deputy FTE in the Sheriff's Office to provide the contractual services of a Surveillance Officer to assist probation officers with drug testing participants for no more than 40 hours on nights and weekends with no overtime for the 3 year term of the grant.

-JCPC FY18 Funding Budget Amendments

Appropriate state revenues restricted of \$176,737 as awarded by the Juvenile Crime Prevention Council from the NC Department of Public Safety and approved at 5/15/17 board meeting. The following has been awarded to the JCPC Programs; JCPC Administration \$6,500, Coastal ART \$32,000, Strengthening Families \$24,763, Providence Home \$15,000, Teen Court \$49,624, Restitution \$48,850.

-Cape Fear Regional Jetport Grant 36244.58.10.1

Brunswick County approved a cash match of \$287,967 at the Board of Commissioners meeting on November 7, 2016 for grant 36244.58.8.3 in the amount of \$3,500,000. The attached grant agreement for grant 36244.58.10.1 will transfer \$1,276,182 of grant funds, \$69,066 of local cash, \$72,732 of in kind to the new grant 36244.58.10.1 for the construction of terminal area water and sewer.

20. Finance - NC Forest Service Agreement

Request that the Board of Commissioners enter into an agreement with the North Carolina Department of Agriculture and Consumer Services for the protection, development and improvement of forest land in Brunswick County.

21. Health and Human Services - Brunswick Senior Resources Inc. - Request to Approve the SFY 2018 HCCBG for Older Adults County Funding Plan

Request that the Board of Commissioners approve the 2017-2018 Home and Community Care Block Grant for Older Adults County Funding Plan.

22. Health and Human Services - Approval of the Brunswick Senior Resources Inc. Request for Budget Neutral Revision #1 and # 2 to HCCBG Funding Fiscal Year 2016 - 2017 for Brunswick County

Request that the Board of Commissioners approve the attached Revision #1 and Revision # 2 budget documents for the Fiscal Year 2016-2017 Home and Community Care Block Grant for Older Adults.

23. MIS - Phone System Work Order Change

Request that the Board of Commissioner approve a work order change in the amount of \$69,750.24 for additional phones and software licenses. The change is within the project budget and does not require an appropriation of county funds.

24. Operation Services - Ground Water Monitoring

Request that the Board of Commissioners approve a service agreement with Amec Foster Wheeler Environment and Infrastructure, Inc. (AMEC) for semi-annual sampling of ground-water wells at the Brunswick County Landfill as required by the North Carolina Department of Environmental Quality (NCDEQ).

25. Operation Services - Remove 58.77 Acre Parcel 1530000121 From Surplus Property for Temporary Debris Site

Request that the Board of Commissioners approve a 58.77 acre parcel 1530000121 located near the Brunswick County Landfill off of Galloway Road for use as a temporary debris site and remove from the surplus property listing.

26. Operation Services - Tip Fee Exemption Request

Request that the Board of Commissioners approve a tip fee exemption request for First Baptist Church of Oak Island.

27. Planning - Infrastructure Grant Applications

Request that the Board of Commissioners approve Brunswick County's participation in grant application submittals by Columbus County for infrastructure improvements to serve the two industrial mega sites located at the county line on US Hwy 74.

28. Sheriff's Office - No Wake Zone in Southport Resolution

Request that the Board of Commissioners approve updated resolution for No Wake Zone in Southport.

29. Sheriff's Office - Carolina Shores Interlocal Agreement

Request that the Board of Commissioners approve an interlocal agreement with

- Carolina Shores for law enforcement services.
30. Tax Administration - August 2017 Tax Releases
- Request that the Board of Commissioners approve the August 2017 tax releases.
31. Tax Administration - August 2017 MV Discovery Valuation & Levy for July 2017
- Request that the Board of Commissioners approve the August 2017 motor vehicle valuation and levy discoveries created in July 2017.
32. Tax Administration - Order of Collections
- Request that the Brunswick County Board of Commissioners adopt and charge the Tax Collector and enter into the minutes an order to collect the taxes charged in the tax records and receipts.
33. Tax Administration - Relief from Collection September 2017 for 2006
- Request that the Board of Commissioners grant the Tax Collector relief from "charge of collection" for the three specific instances: (1) on taxes after all collection remedies have expired (10 years from due date); (2) on personal property insolvents that are five years past due; and (3) on classified motor vehicle taxes that are one year or more past due when it appears that they are uncollectible.
34. Tax Administration - FY 2016-2017 Settlement Report
- Request that the Board of Commissioners receive the FY 2016-2017 Collections settlement report.
35. Utilities - Project Coordinator
- Request that the Board of Commissioners authorize an additional FTE for Project Coordinator, Grade 74 in the Utilities Administration Department at an estimated FY 18 annual cost inclusive of salaries and benefits of \$73,000 annually.

## **VI. Presentation**

1. Health and Human Services - Tri-County Homeless Interagency Council Annual Report from Continuum of Care Administrator, (Cecelia Peers, Continuum of Care Administrator)
- Request that the Board of Commissioners receive the Tri-County Homeless Interagency Council Annual report.
2. Advocates for Animal Rights (AFAR) Presentation (Kim Sherwood)
- Request that the Board of Commissioners receive a presentation from Advocates for Animal Rights (AFAR) regarding tethering of animals in Brunswick County.
3. Brunswick County Hunting Dogs Association (Ray Casteen)
- Request that the Board of Commissioners receive a presentation from the Brunswick County Hunting Dogs Association regarding tethering in Brunswick County.

## **VII. Public Hearing**

1. Public Hearing - Bald Head Island Transportation Authority (Ann Hardy, County Manager)
- Request that the Board of Commissioners conduct a Public Hearing to consider whether it and the Village Council of the Village of Bald Head Island and the Board of Alderman of the City of Southport should join in the organization of a Bald Head Island Transportation Authority.
2. Planning - Rezoning Public Hearing Z-17-752 - (Mike Hargett, Director of Planning & Economic Development)
- Request that, after the Public Hearing, the Board of Commissioners approve First

and Second Readings of the proposed amendment to the Brunswick County Unified Development Ordinance (Z-17-752) from RR (Rural Low Density Residential) to C-LD (Commercial Low Density).

### **VIII. Administrative Report**

1. Engineering - Water Special Assessment District Marsh Bay Estates Subdivision Preliminary Assessment Resolution & Schedule Public Hearing (Amy Aycock, Engineering Project Manager)  
Request that the Board of Commissioners approve the Marsh Bay Estates Neighborhood Water SAD preliminary assessment resolution and schedule a public hearing on September 18, 2017.
2. Parks & Recreation - Submission for Public Access Grant to Develop Holden Beach Park Phase 2 (Aaron Perkins, Director of Parks & Recreation)  
Request that the Board of Commissioners approve the submission of a Public Access Grant for Holden Beach Park Phase 2.
3. Planning: Solar Farm Summary Report (Mike Hargett, Director of Planning & Economic Development)  
Request that the Board of Commissioners receive an overview of the Solar Farms Summary Report and provide guidance regarding potential revisions to solar farm requirements.
4. Utilities - Northeast Wastewater Treatment Recommendation (John Nichols, Director of Public Utilities)  
Request that the Board of Commissioner's receive information related to expansion amounts and costs to individual Participants for expansion of the Northeast Wastewater Treatment Plant.
5. Utilities - Consultant Recommendation Regarding Water Sampling and Water Treatment Options (John Nichols, Director of Public Utilities)  
Request that the Board of Commissioners receive consultant recommendations regarding water sampling and water treatment options.
6. Administration - Resolution Supporting General Assembly Funding for Water Quality Safety (Ann Hardy, County Manager)  
Request that the Board of Commissioners resolve to encourage the General Assembly to support requests for additional funding dedicated to DEQ and DHHS staffing and programs for water quality safety.
7. Administration - Resolution Requesting NCDEQ to Prevent Discharges of Contaminants Not Proven Safe and Review Current and Pending Discharge Permits (Ann Hardy, County Manger)  
Request that the Board of Commissioners Resolve to Request that NCDEQ Prevent Discharges of Contaminants Not Proven to be Safe into the Cape Fear River and to Review all Cape Fear River Current and Pending Discharge Permits.
8. Administration - Ordinance to Allow Sale of Alcoholic Beverages Before Noon on Sundays at Licensed Premises (Ann Hardy, County Manager)  
Request that the Board of Commissioners receive the First Reading of an Ordinance to Allow the Sale of Alcoholic Beverages Before Noon on Sundays at Licensed Premises.

### **IX. Other Business/Informal Discussion**

### **X. Closed Session**

1. Executive Session

Request that the Board of Commissioners enter into closed session pursuant to G.S. 143-318.11(a)(1) to approve Closed Session Minutes, 143-318.11(a)(3) to consult with its attorney, and 143-318.11(a)(5) to instruct staff regarding the position to be taken in regard to potential acquisition of real property.

## **XI. Adjournment**