

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
February 19, 2018
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. Administration - Proposed Addition to the State Roadway System
Request that the Board of Commissioners approve a request from the NC Department of Transportation for the addition of Ascension Dr SW, Temeraire Ct SW, Gracieuse Ln SW, and Minion Ct SW, located within the Sunset Ridge Subdivision in Brunswick County, to the North Carolina Department of Transportation State Secondary Road System (SR-2 Resolution).
2. Administration - Transfer Surplus Generator to Bolivia Fire Department
Request that the Board of Commissioners declare a Vanguard 20 kW generator surplus and then authorize staff to transfer it to the Bolivia Fire Department.
3. Clerk to the Board - Meeting Minutes
Request that the Board of Commissioners approve the draft minutes from the February 5, 2018 Special Called Meeting and the February 5, 2018 Regular Meeting.
4. County Attorney - South Shore Landing Deed Of Dedication
Request that the Board of Commissioners accept the Deed of Dedication for water only infrastructure for South Shore Landing, Lots 7-23.
5. County Attorney - Archie Dees Heir Property to Surplus
Request that the Board of Commissioners declare property obtained by the County through tax foreclosure as surplus property to be placed on the County's website for possible future purchase.
6. County Attorney - Palmetto Creek Pump Station Deed of Dedication
Request that the Board of Commissioners accept the Deed of Dedication for the pump station in Palmetto Creek subdivision.
7. 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.

-WIC Client Services Budget Amendment
Appropriate additional state revenues restricted in the amount of \$6,170 for contracted services, equipment purchases, and miscellaneous expenses for use in the WIC Client Services program.

-211 Water Plant Improvements Closeout Budget Amendment
Closeout 211 water plant improvements project and transfer \$131,133 to the county capital reserve undesignated funds.

-2016 Enterprise Funded Main Extension Budget Amendment

Transfer \$432 of undesignated funds to the Enterprise Funded Main Extension project for reimburseables associated with advertising not included in engineering contract.

-Building Inspections additional vehicles Budget Amendments

Appropriate \$62,300 of building permits revenue for the purchase of 2 additional vehicles for the recent hire of part time fire inspectors.

-Sheriff's Office Insurance Proceeds Budget Amendment

Appropriate \$31,352 of insurance proceeds for replacement of wrecked vehicles.

-Recommend the Board of Commissioners approve the use of \$3,000 of non-departmental miscellaneous funding for the installation of "The Maco Light Freeway" signage by North Carolina Department of Transportation. On October 22, 2015 NCDOT approved a request from the county and officially accepted the naming for the portion of I-140 stretching from Hwy 17 to Hwy 74/76.

-Financial Reports for January 2018 (unaudited)

Included are Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All reports provided at: <http://brunswickcountync.gov/finance/reports>

8. Health and Human Services - Community Development - 2008 CHAF Deed of Trust Discharge

Request that the Board of Commissioners approve release of debts associated with three (3) non-payment Deeds of Trust arrange for housing repair through the North Carolina Crisis Housing Assistance Program (CHAF).

9. Health and Human Services - Veterans Services - Agreement for 2018 Veterans Benefit Action Center (VBAC)

Request that the Board of Commissioners approve, and grant authority to the County Manager to sign the agreement between Brunswick County and the American Legion, District 9 office, pledging support for the 2018 VBAC through the reimbursement of related expenses not to exceed \$3,000.

10. Library - Naming of the New Library Building

Request that the Board of Commissioners approve naming the new Library Building at 9400 Ocean Highway W. the *Southwest Brunswick Branch*, as recommended by the Library Board.

11. Operation Services - Waste Industries Amendment

Request that the Board of Commissioners approve clarifying amendments to the Solid Waste Collection, Transfer and Disposal Agreement with Waste Industries, LLC.

12. Sheriff's Office - Vehicle Procurement

Request that the Board of Commissioners approve the trade of a 2012 Dodge Charger Vin 2C3CDXCT6CH150991 and purchase of replacement 2018 Dodge Durango.

13. Tax - February 2018 Releases

Request that the Board of Commissioners approve the February 2018 tax releases.

14. Tax - Annual Tax Advertisement Order for 2017 Unpaid Tax Liens

Request that the Board of Commissioners approve the advertisement of 2017 unpaid tax liens on real property.

VI. Administrative Report

1. Administration - Surplus Property Offers (Steve Stone, Deputy County Manager)
Request that the Board of Commissioners consider offers that have been submitted for 5 surplus parcels.
2. Engineering - Courthouse Renovation Architectural Services Contract (Bill Pinnix, P.E., Director of Engineering)
Request that the Board of Commissioners approve an architectural services contract with Sawyer Sherwood & Associate for design, permitting, and construction administration for the courthouse addition and renovation in the amount of \$975,800.00.
3. Operation Services - Building C HVAC Replacement (Stephanie Lewis, Director of Operation Services)
Request that the Board of Commissioners award a contract to SPC Mechanical to replace the HVAC units in Building C and approve associated budget amendment.
4. Parks & Recreation - Naming of Intracoastal Waterway Property (Aaron Perkins, Director of Parks & Recreation)
Request that the Board of Commissioners consider naming the intracoastal waterway property as Brunswick County Waterway Park.
5. Superior Court Judge - SAMHSA Grant Application (Ann Hardy, County Manager)
Request that the Board of Commissioners consider making application to SAMHSA for the Expand Substance Abuse Treatment Capacity in Adult Treatment Court Grant.
6. Utilities - Timber Lane/Pickett Road Force Main Replacement Project Contract with McGill Associates and Associated Budget Amendment (John Nichols, Director of Public Utilities)
Request that the Board of Commissioners approve budget amendment and authorize the Chairman and Clerk to the Board to approve the contract with McGill Associates in the amount of \$52,084 for engineering services associated with the design of the Timber Lane/Pickett Road Force Main Replacement Project.

VII. Other Business/Informal Discussion

VIII. Adjournment



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

Action Item # V. - 1.

From:

Andrea White

Administration - Proposed Addition to the State Roadway System

Issue/Action Requested:

Request that the Board of Commissioners approve a request from the NC Department of Transportation for the addition of Ascension Dr SW, Temeraire Ct SW, Gracieuse Ln SW, and Minion Ct SW, located within the Sunset Ridge Subdivision in Brunswick County, to the North Carolina Department of Transportation State Secondary Road System (SR-2 Resolution).

Background/Purpose of Request:

A letter was received from the NCDOT requesting consideration of the addition of Ascension Dr SW, Temeraire Ct SW, Gracieuse Ln SW, and Minion Ct SW to the State Secondary Road System. The streets are located within the Sunset Ridge Subdivision in Brunswick County. A petition, plat maps, and a locator map were received as well.

The NCDOT requests that the Board of Commissioners consider approving the request and an SR-2 Resolution to add Ascension Dr SW, Temeraire Ct SW, Gracieuse Ln SW, and Minion Ct SW to the NCDOT Secondary Road System.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve a request from the NC Department of Transportation for the addition of Ascension Dr SW, Temeraire Ct SW, Gracieuse Ln SW, and Minion Ct SW, located within the Sunset Ridge Subdivision in Brunswick County, to the North Carolina Department of Transportation State Secondary Road System (SR-2 Resolution).

ATTACHMENTS:

Description

- ☐ NCDOT Letter and SR-1 Petition
- ☐ GIS Memo & Map
- ☐ SR-2 Resolution



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

February 14, 2018

Andrea G. White, Clerk to the Board
Brunswick County Commissioners
P. O. Box 249
Bolivia, NC 28422

Subject: Proposed Addition to the State System of Highways

Dear Ms. White:

This office is considering the addition of; Ascension Drive, Temeraire Court, Gracieuse Lane and Minion Court located within the Sunset Ridge Subdivision in Brunswick County to the State Secondary Road System (NCDOT's reference number Division File No. 1168-B). After the Board's consideration please furnish this office with the current county resolution and official road name for our further handling.

If you need further assistance, please contact me at (910)-398-9100.

Thank you,
DocuSigned by:

John Diaz

Engineer Technician Advanced

Attachments: copy of petition, recording maps and locator map

Scanned By PH
Date 3/17/16

North Carolina Department of Transportation
Division of Highways
Petition for Road Addition

RECEIVED

MAR 17 2016

NC DOT
DISTRICT 3

ROADWAY INFORMATION: (Please Print/Type)

County: Brunswick Road Name: See Back Page
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Sunset Ridge Length (miles): See Back Page

Number of occupied homes having street frontage: _____ Located (miles): 2.2 miles

miles N ☐ S ☒ E ☐ W ☐ of the intersection of Route Hwy 17 and Route NC 904
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Sunset Ridge in
Brunswick County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: Landon Weaver Phone Number: 252-814-1481
Street Address: 200 E. Arlington Blvd. Greenville NC 27858
Mailing Address: Same

PROPERTY OWNERS

Name

Mailing Address

Telephone

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block

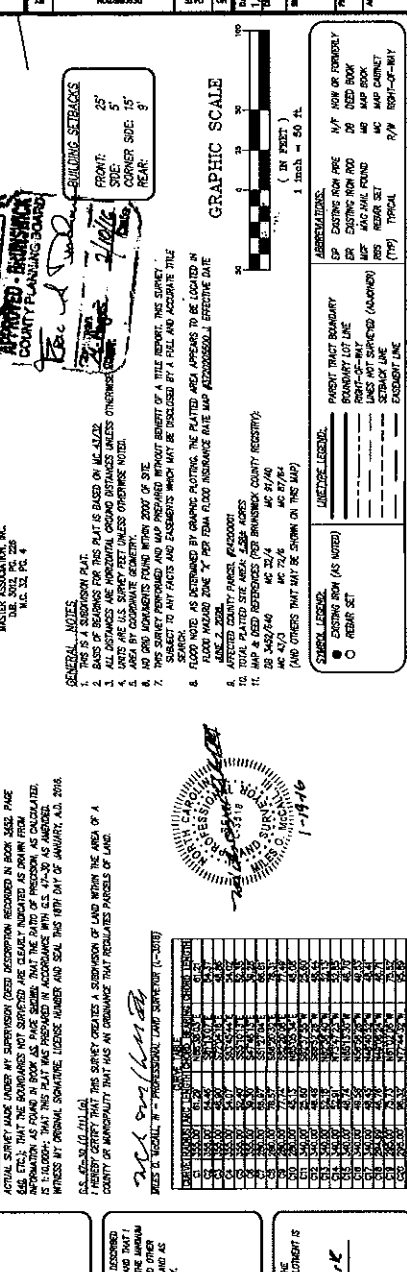
☐ Rural Road ☐ Subdivision platted prior to October 1, 1975 ☒ Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>
Gracieuse Lane	11	448LF	or .09 miles		
Minion Court	6	215LF	or .04 miles		
Ascension Drive	11	1200LF	or .23 miles		
Temeraire Court	4	480LF	or .09 miles		
Sevilleen Drive	10	340LF	or .06 miles		



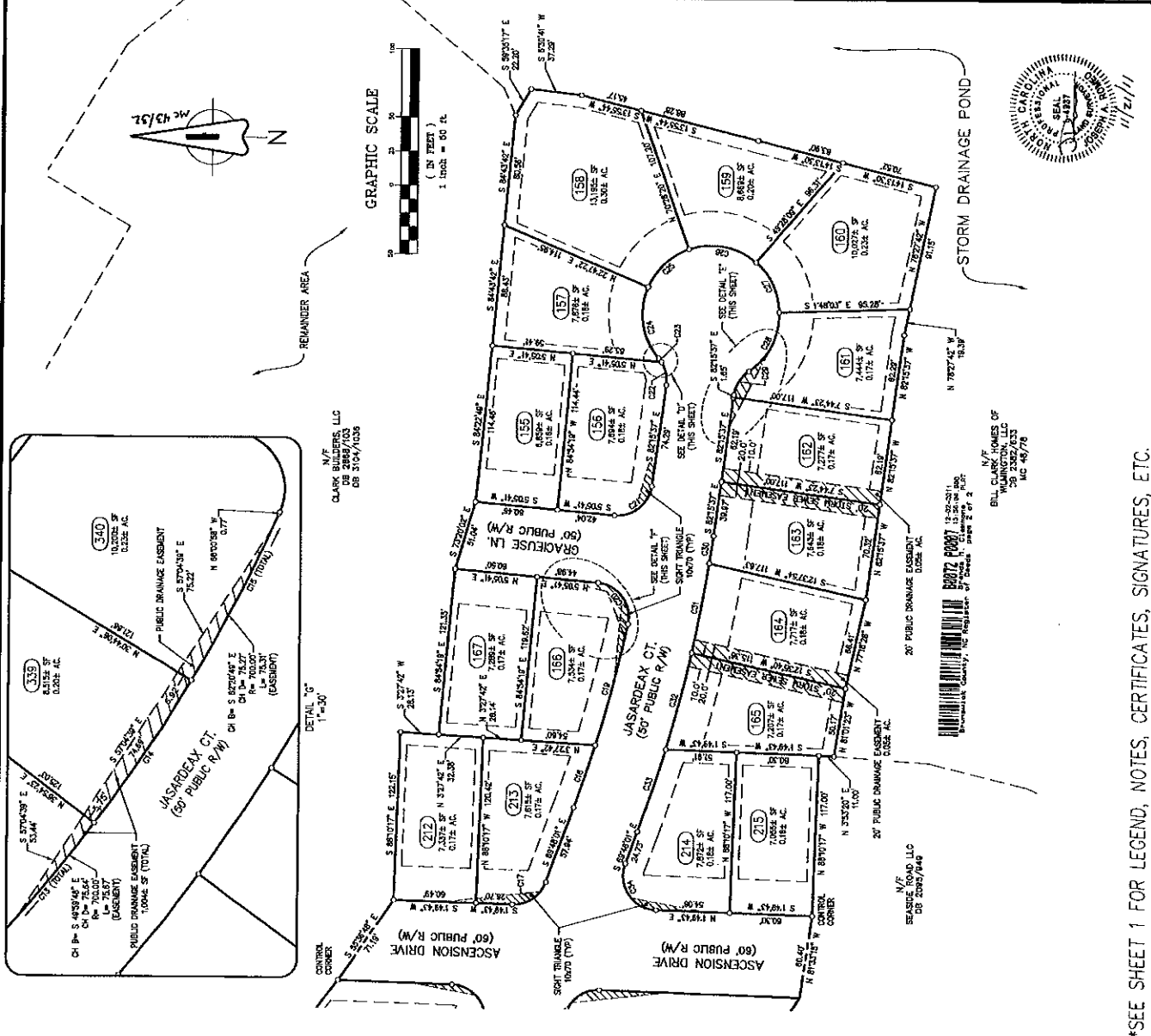
100

PRINTED NAME: EDWARD H. CLARK
PRINTED NAME: EDWARD H. CLARK
ADDRESS: 137 ELMORE DR. WILMINGTON, N.C.
CITY: WILMINGTON
STATE: N.C.
ZIP: 28403
TELEPHONE: 336-250-1744
TELETYPE: FAKEN

ATLANTIC COAST SURVEY, PLLC
 LICENSE P-0822
 PO Box 12588, Wilmington, NC 28405
 (910) 443-0080 www.atlanticcoastsurvey.com

SUNSET RIDGE SUBDIVISION
 PHASE 2 - SECTION 1
 LOTS 155-167, 212-215, 330-340 & 374-376
 BRUNSWICK COUNTY
 SHALLOTTE TOWNSHIP
 NORTH CAROLINA

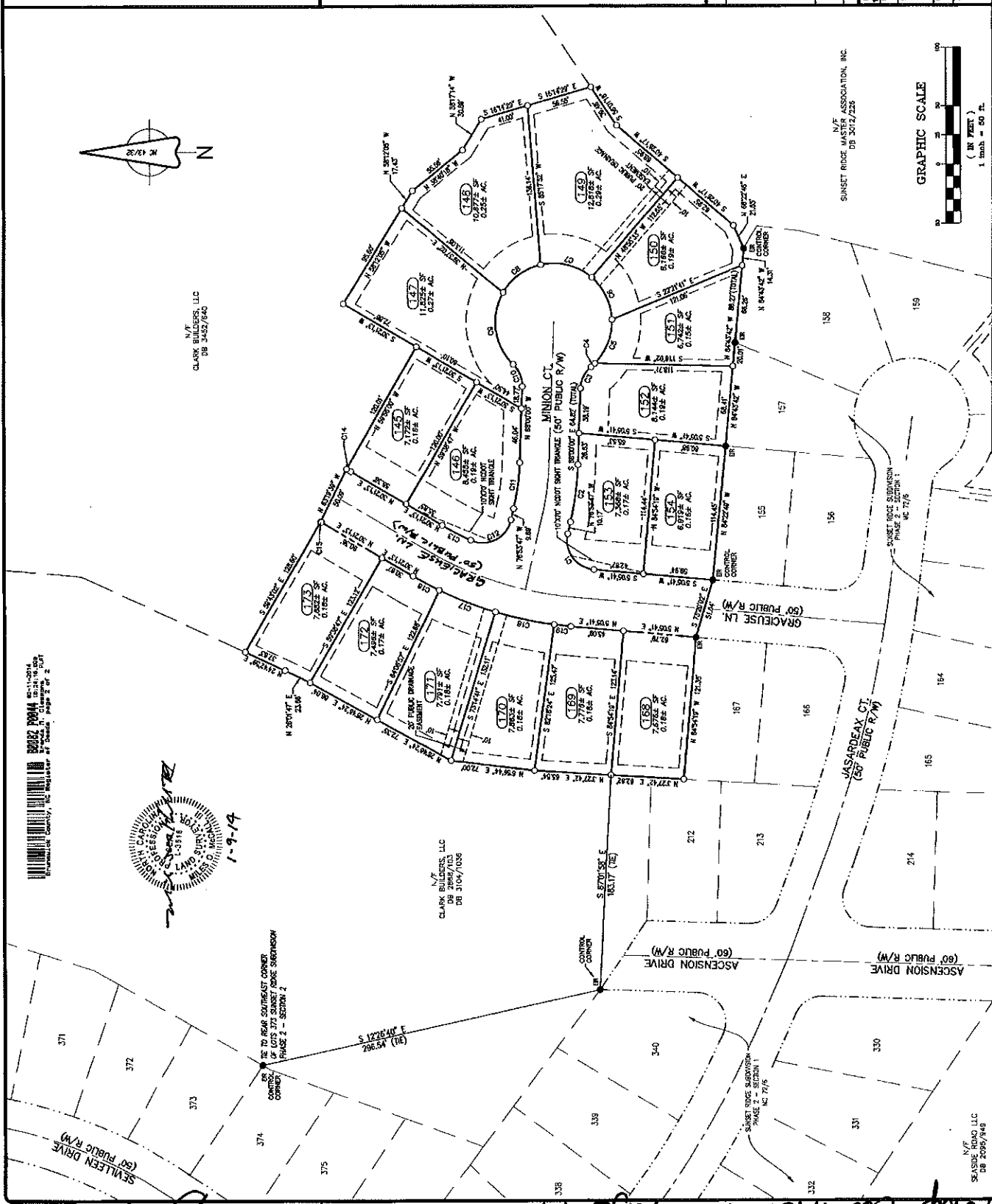
DATE	09/25/2011	AS NOTED
BY	A. ROMEO	ACS
REVISION	2	2
FIELD BOOK	11-1028	
ACE PROJECT NO.		



CHORD	BEARING	CHORD
17.25	S 89°17' E	33.36
31.25	S 89°17' E	33.36
46.00	S 89°17' E	33.36
60.75	S 89°17' E	33.36
75.50	S 89°17' E	33.36
90.25	S 89°17' E	33.36
105.00	S 89°17' E	33.36
119.75	S 89°17' E	33.36
134.50	S 89°17' E	33.36
149.25	S 89°17' E	33.36
164.00	S 89°17' E	33.36
178.75	S 89°17' E	33.36
193.50	S 89°17' E	33.36
208.25	S 89°17' E	33.36
223.00	S 89°17' E	33.36
237.75	S 89°17' E	33.36
252.50	S 89°17' E	33.36
267.25	S 89°17' E	33.36
282.00	S 89°17' E	33.36
296.75	S 89°17' E	33.36
311.50	S 89°17' E	33.36
326.25	S 89°17' E	33.36
341.00	S 89°17' E	33.36
355.75	S 89°17' E	33.36
370.50	S 89°17' E	33.36
385.25	S 89°17' E	33.36
400.00	S 89°17' E	33.36
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429.50	S 89°17' E	33.36
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3232.00	S 89°17' E	33.36
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3276.25	S 89°17' E	33.36
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3969.50	S 89°17' E	33.36
3984.25	S 89°17' E	33.36
3999.00	S 89°17' E	33.36
4013.75	S 89°17' E	33.36
4028.50	S 89°17' E	33.36
4043.25	S 89°17' E	33.36
4058.00	S 89°17' E	33.36
4072.75	S 89°17' E	33.36
4087.50	S 89°17' E	33.36
4102.25	S 89°17' E	33.36
4117.00	S 89°17' E	33.36
4131.75	S 89°17' E	33.36
4146.50	S 89°17' E	33.36
4161.25	S 89°17' E	33.36
4176.00	S 89°17' E	33.36
4190.75	S 89°17' E	33.36
4205.50	S 89°17' E	33.36
4220.25	S 89°17' E	33.36
4235.00	S 89°17' E	33.36
4249.75	S 89°17' E	33.36</

ATLANTIC COAST SURVEY, PLD

SUNSET RIDGE SUBDIVISION
PHASE 2 - SECTION 2
LOTS 145-154, 168-173, 369-373 AND 378-380
BRUSHICK COUNTY
SHALLOTTE TOWNSHIP
NORTH CAROLINA
MAJOR SUBDIVISION PLAT

[illegible]

8/1/16

ATLANTIC COAST SURVEY, PLLC
LICENSE P-0822
PO Box 12588, Wilmington, NC 28405
(910) 292-4888 www.atlanticcoastsurvey.com

SUNSET RIDGE SUBDIVISION
PHASE 4 - SECTION 1
Brunswick County
Shelton Township
North Carolina
MAJOR SUBDIVISION PLAT

DATE	10-10-2016
SCALE	AS SHOWN
BY	MONIC
WTD	2
MONIC	2
FILED	2
DATE	10-10-2016
SCALE	AS SHOWN
BY	MONIC
WTD	2
MONIC	2
FILED	2

BUILDING SETBACKS:
FRONT: 25'
SIDE: 5'
REAR: 5'

MAJOR EASEMENT (DETAIL 3)
SCALE 1"=40'

MAJOR EASEMENT (DETAIL 3)
SCALE 1"=40'

MAJOR EASEMENT (DETAIL 3)
SCALE 1"=40'

MAJOR EASEMENT (DETAIL 3)
SCALE 1"=40'

MAJOR EASEMENT (DETAIL 3)
SCALE 1"=40'

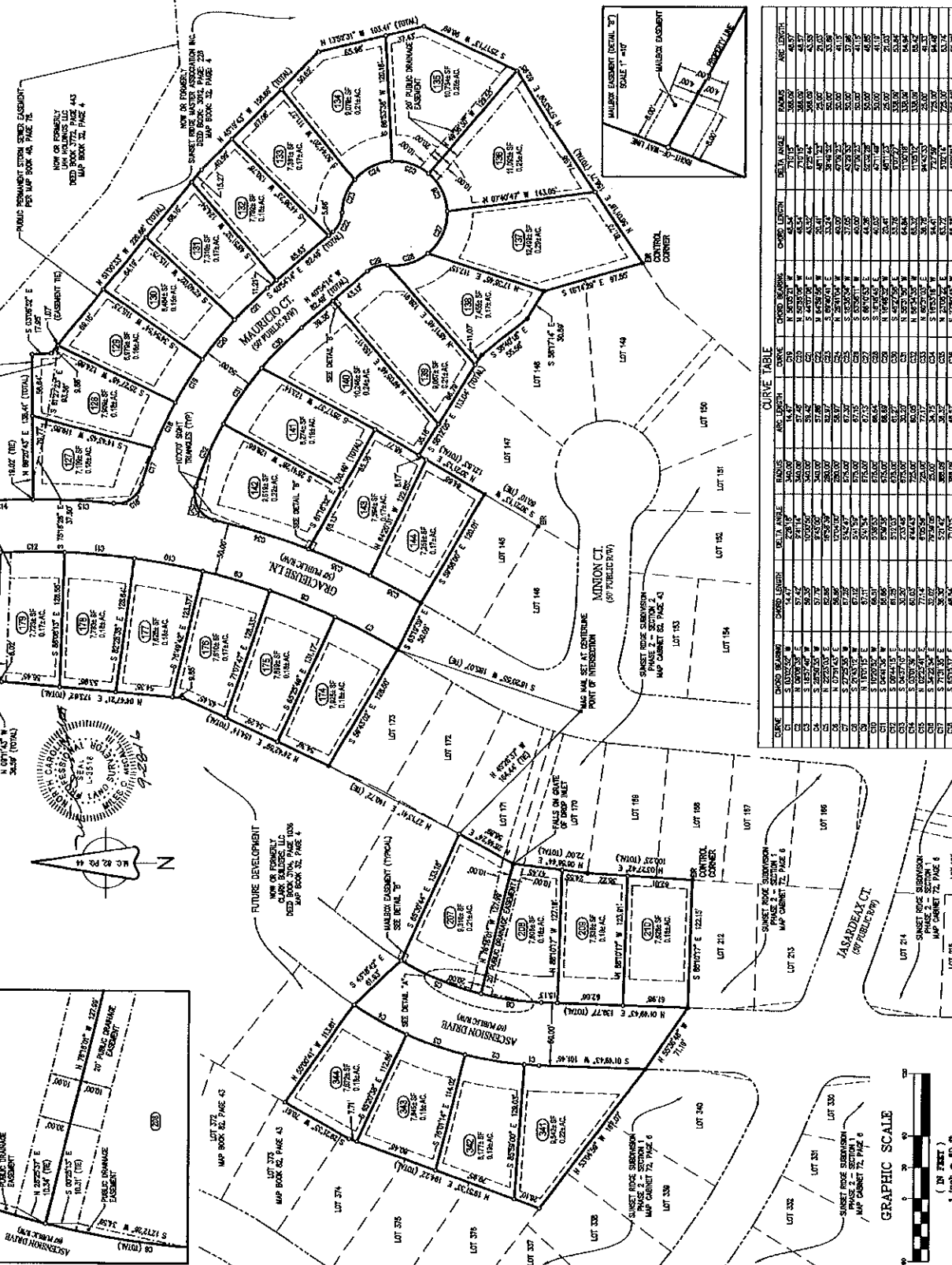
MAJOR EASEMENT (DETAIL 3)
SCALE 1"=40'

MAJOR EASEMENT (DETAIL 3)
SCALE 1"=40'

MAJOR EASEMENT (DETAIL 3)
SCALE 1"=40'

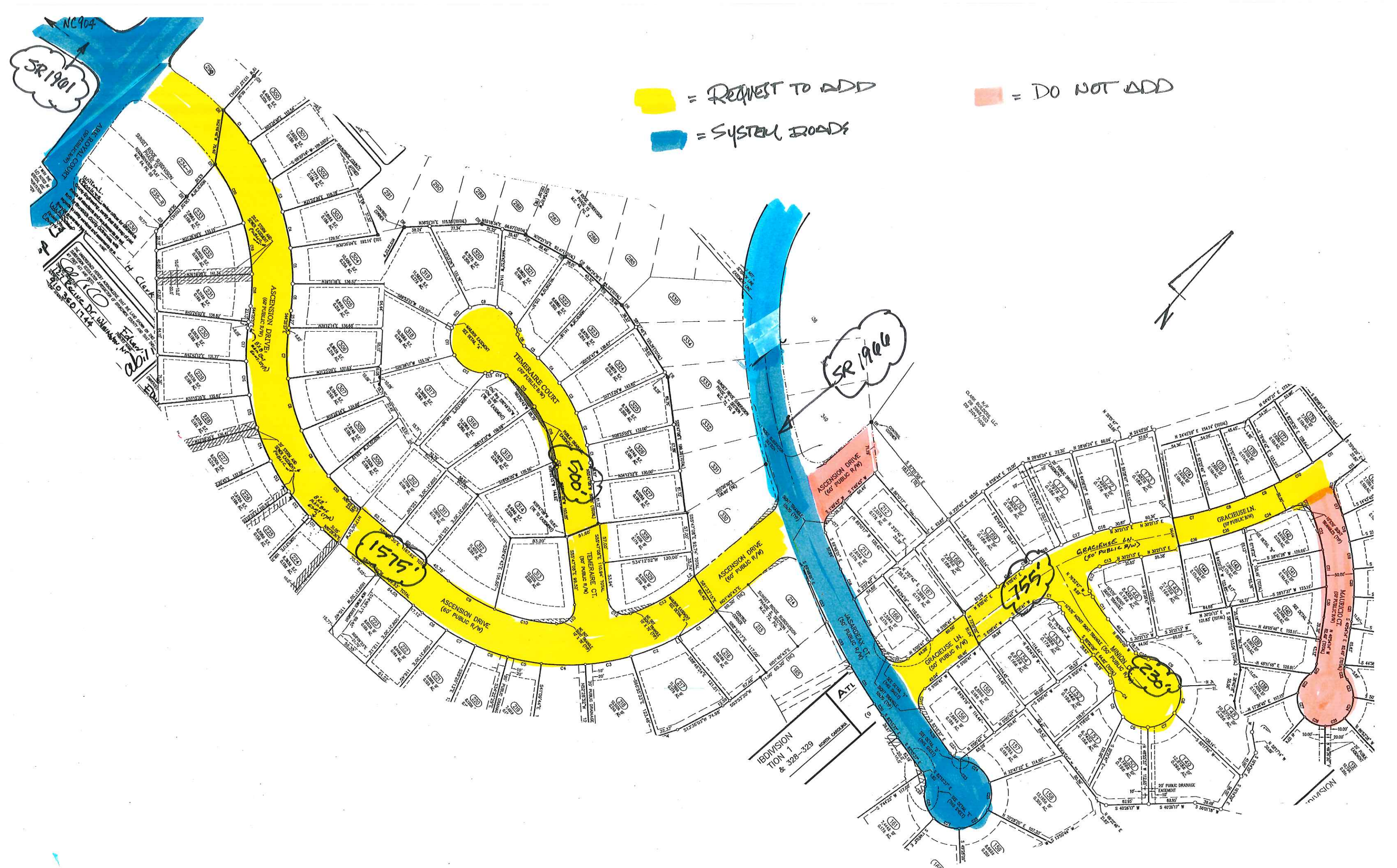
MAJOR EASEMENT (DETAIL 3)
SCALE 1"=40'

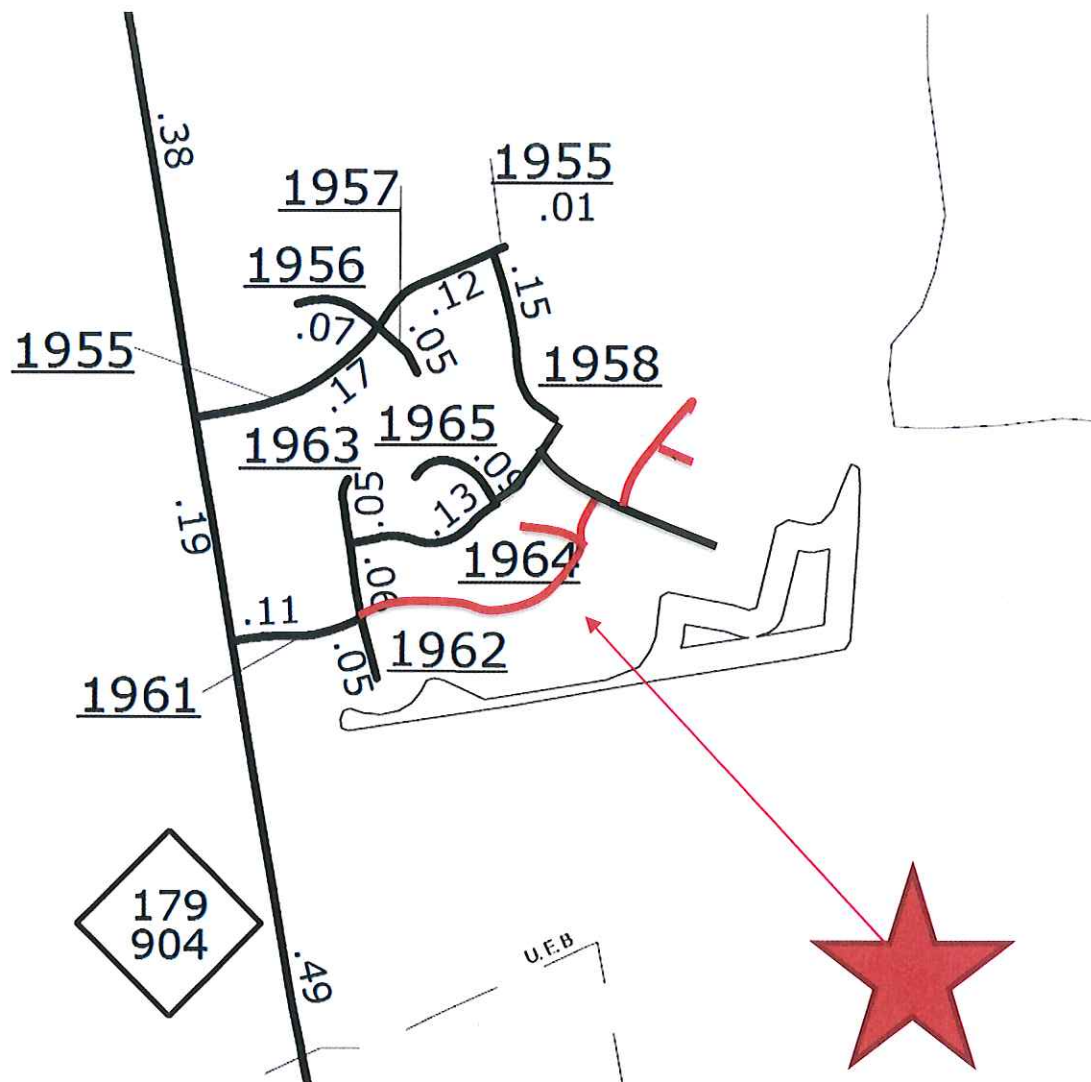
MAJOR EASEMENT (DETAIL 3)
SCALE 1"=40'



CURVE	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	ARC LENGTH	AREA
121	S 89°00'00" E	100.00	90.00	157.08	157.08
122	S 89°00'00" E	100.00	90.00	157.08	157.08
123	S 89°00'00" E	100.00	90.00	157.08	157.08
124	S 89°00'00" E	100.00	90.00	157.08	157.08
125	S 89°00'00" E	100.00	90.00	157.08	157.08
126	S 89°00'00" E	100.00	90.00	157.08	157.08
127	S 89°00'00" E	100.00	90.00	157.08	157.08
128	S 89°00'00" E	100.00	90.00	157.08	157.08
129	S 89°00'00" E	100.00	90.00	157.08	157.08
130	S 89°00'00" E	100.00	90.00	157.08	157.08
131	S 89°00'00" E	100.00	90.00	157.08	157.08
132	S 89°00'00" E	100.00	90.00	157.08	157.08
133	S 89°00'00" E	100.00	90.00	157.08	157.08
134	S 89°00'00" E	100.00	90.00	157.08	157.08
135	S 89°00'00" E	100.00	90.00	157.08	157.08
136	S 89°00'00" E	100.00	90.00	157.08	157.08
137	S 89°00'00" E	100.00	90.00	157.08	157.08
138	S 89°00'00" E	100.00	90.00	157.08	157.08
139	S 89°00'00" E	100.00	90.00	157.08	157.08
140	S 89°00'00" E	100.00	90.00	157.08	157.08
141	S 89°00'00" E	100.00	90.00	157.08	157.08
142	S 89°00'00" E	100.00	90.00	157.08	157.08
143	S 89°00'00" E	100.00	90.00	157.08	157.08
144	S 89°00'00" E	100.00	90.00	157.08	157.08
145	S 89°00'00" E	100.00	90.00	157.08	157.08
146	S 89°00'00" E	100.00	90.00	157.08	157.08
147	S 89°00'00" E	100.00	90.00	157.08	157.08
148	S 89°00'00" E	100.00	90.00	157.08	157.08
149	S 89°00'00" E	100.00	90.00	157.08	157.08

Map Cabinet 97 Page 18







County of Brunswick
OFFICE OF THE TAX ADMINISTRATOR
PO Box 269, BOLIVIA, NC 28422
910-253-2829 TELEPHONE
910-253-2861 FAX
TAXADMIN@BRUNSCO.NET - EMAIL
WWW.BRUNSWICKCOUNTYNC.GOV

JEFFERY P NIEBAUER
TAX ADMINISTRATOR

TONY MASIERO
ASSIST TAX ADMINISTRATOR

MELINDA ORE
DEPUTY TAX COLLECTOR

Date: February 15, 2018

To: Andrea White, Clerk to the Board
County Administration

From: Jan Clemmons, Address Administrator
GIS

RE: SR-1 Petition: Ascension Dr SW
Temeraire Ct SW
Gracieuse Ln SW
Minion Ct SW

The referenced petition, as shown above, is suitable for passage insofar as the Geographic Information Systems Department is concerned. Please let me know if I can be of any further assistance.

/jc



Date: 2/15/2018



1 inch = 175 feet



Brunswick County assumes no legal responsibility for nature of, contents of or accuracy of any information contained on this map. This map may not be accurate or up-to-date. All map information must be verified by recipient. Grid based on NC State Plane Coordinates, NAD 83 datum, feet.

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
REQUEST FOR ADDITION TO STATE MAINTAINED SECONDARY ROAD SYSTEM**

NORTH CAROLINA

COUNTY OF BRUNSWICK

ROAD DESCRIPTION: Ascension Dr SW, Temeraire Ct SW, Gracieuse Ln SW, Minion Ct SW

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Brunswick requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Brunswick that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Brunswick at a meeting on the day of , 2018.

WITNESS my hand and official seal this the day of , 2018.

Official Seal

Clerk, Board of Commissioners
County of Brunswick

PLEASE NOTE:

Forward direct with request to the Division Engineer, Division of Highways

Form SR-2 (3/2006)



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

Action Item # V. - 2.

From:
Steve Stone, Deputy County Manager

Administration - Transfer Surplus Generator to Bolivia Fire Department

Issue/Action Requested:

Request that the Board of Commissioners declare a Vanguard 20 kW generator surplus and then authorize staff to transfer it to the Bolivia Fire Department.

Background/Purpose of Request:

The Sheriff's 911 Center has an unused generator that is suitable to power the new Bolivia Fire Station in the event of a power failure. Emergency Services and/or the Sheriff's Office could then potentially use the fire station as an alternate location if buildings on our campus became unusable.

Fiscal Impact:

Reviewed By Director of Fiscal Operations
Fully depreciated asset.

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners declare a Vanguard 20 kW generator surplus and then authorize staff to transfer it to the Bolivia Fire Department.

ATTACHMENTS:

Description

- ☐ Surplus Equipment Form
- ☐ Resolution - Conveyance of Surplus Property to Bolivia VFD
- ☐ Notice - Posted 2/9/2018

Fixed Asset Transfer/Disposal Form

Date:

Transfer/Disposal made from:

Transfer/Disposal made to:

Contact Info (phone #'s, email, etc.)

Fixed Asset Number:

Value of Asset:

Serial or VIN:

Reason for Transfer/Disposal:

Brief Description of Item Being Transferred/Disposed

Approval

(Department Head Signature Required for All Transfers)

Department Head Signature

Date

County of Brunswick
Office of the County Commissioners



**RESOLUTION APPROVING CONVEYANCE OF SURPLUS PROPERTY TO BOLIVIA
VOLUNTEER FIRE DEPARTMENT PURSUANT TO G.S. 160A-274**

WHEREAS, Brunswick County possesses one Vanguard 20 kW generator; and

WHEREAS, North Carolina General Statute § 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and

WHEREAS, Brunswick County has determined that it is in the best interest of the county to convey one Vanguard 20kW generator to Bolivia Volunteer Fire Department and deems it wise to do so for no consideration.

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

1. Brunswick County hereby authorizes conveyance to Bolivia Volunteer Fire Department one Vanguard 20 kW generator.
2. The property herein described shall be conveyed for no consideration.
3. The County Manager of Brunswick County is authorized to execute all documents necessary to convey the property in the manner authorized by this Resolution.

This the 19th day of February 2018.

Frank Williams, Chair
Brunswick County Commissioners

Attest:

Andrea White
Clerk to the Board

PUBLIC NOTICE
SURPLUS PROPERTY CONVEYANCE

Pursuant to North Carolina General Statute § 160A-280, the Board of Commissioners of Brunswick County states its intention to consider the conveyance of one Vanguard 20 kW generator to the Bolivia Volunteer Fire Department.

All persons interested in this conveyance are invited to attend the meeting of the Board of Commissioners to be held in the Commissioners Chambers located in the David R. Sandifer Building, 30 Government Center Drive, NE, Bolivia, NC, at 6:00 p.m., on Monday, February 19, 2018 at 6:00 p.m.

Andrea White
Clerk to the Brunswick Board of Commissioners





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

Action Item # V. - 3.

From:

Andrea White

Clerk to the Board - Meeting Minutes

Issue/Action Requested:

Request that the Board of Commissioners approve the draft minutes from the February 5, 2018 Special Called Meeting and the February 5, 2018 Regular Meeting.

Background/Purpose of Request:

The Brunswick County Board of Commissioners met with the Brunswick Community College Board of Trustees on the campus of Brunswick Community College, on Monday, February 5, 2018 at noon, followed by a Regular Meeting at 3:00 p.m. at the Brunswick County Government Center, Commissioners Chambers.

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 draft minutes from the February 5, 2018 Special Called Meeting and the February 5, 2018 Regular Meeting.

ATTACHMENTS:

Description

- ☐ Draft Minutes - 2018-02-05 Special Called Meeting
- ☐ Draft Minutes - 2018-02-05 Regular Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
SPECIAL CALLED MEETING
FEBRUARY 5, 2018
12:00 P.M.**

The Brunswick County Board of Commissioners held a Special Called Meeting with the Brunswick Community College Board of Trustees on the above date at 12:00 p.m.; Virginia Williamson Events Center, Odell Williamson Auditorium, Brunswick Community College, Bolivia, North Carolina.

PRESENT: Commissioner Randy Thompson, Vice-Chairman
Commissioner J. Martin Cooke
Commissioner Pat Sykes
Commissioner Mike Forte

ABSENT: Commissioner Frank Williams, Chairman

STAFF: Ann Hardy, County Manager
Steve Stone, Deputy County Manager
Bob Shaver, County Attorney
Julie Miller, Finance Director
Andrea White, Clerk to the Board

I. CALL TO ORDER

Vice-Chairman Thompson called the meeting to order at 12:19 p.m. Prior to the call to order, Dr. Susanne Adams, Brunswick Community College President, welcomed the attendees, and Dr. John Gray, Dean of Arts and Sciences, followed with the invocation.

II. ORDER OF BUSINESS

Dr. Adams introduced Dr. Denise Houchen-Claggett, Associate Vice President Student Affairs & Enrollment, to provide an update on the Brunswick Guarantee.

Dr. Houchen-Claggett explained the Brunswick Guarantee process. A total of \$61,822.53 of Brunswick Guarantee funds (tuition and books) were expended this fall semester. This amount included \$10,271 for partial scholarship students, \$37,555 for full scholarship students and \$13,995 for books. Dr. Houchen-Claggett provided the following statistics for those receiving the Brunswick Guarantee Program benefit: there were more males than females; 51.6% of those receiving the benefit were 19 years of age; and the ethnicity was mostly Caucasian. She added that this is the first year of the Brunswick Guarantee Scholarship and a higher number of scholarship requests are expected next semester. A Brunswick Guarantee Administrator has been hired and is promoting the Brunswick Guarantee in the high schools and in the community. Two North Carolina Career College Counselors have also been hired.

Following a brief question and answer session, Dr. Adams introduced Mr. Jack Luciano, Executive Director of Operations, to provide a facilities update. Mr. Luciano presented the following:

- Allied Health Building: The floor designs for the Allied Health Buildings were shared with the group. Construction is expected to begin in November 2018 with an anticipated completion date of March 2020.

- South Brunswick Islands Center: The facility was sold to Brunswick County in January 2018. BCC will still utilize three classrooms for continuing education classes three days a week.
- Southport Center: The gym has been demolished at the Southport Center and a memorial plaque is planned for the east side of Lord Street. The last low bid for the roof replacement on the Southport Campus was \$392,530. It is currently out for rebid. The State Construction office confirmed that construction costs increased 30% in the last 18 months.
- Performance Contracting: Savings were calculated using the base year of 2014 before any performance contract measures were installed. Last year's savings were as follows: electrical savings 16%; fuel savings 49%; water savings 17%. The vendor reconciliation report, due March 1st, will include the dollars saved as a result of all energy conservation measures installed.
- Projected Capital Outlay: The Projected Capital Outlay for this year includes a roof replacement for the Administration Building in the amount of \$90,000, and parking lot asphalt resurfacing, mainly in front of the Auditorium and the Administration Building, in the amount of \$60,000.

Dr. Adams introduced Dr. Lois Smith, Vice President of Academic and Student Affairs, Ms. Velva Jenkins, Vice President of Continuing Education and Workforce Development, and Mr. Robbie Allen, Athletics Director, to discuss programs and initiatives.

Dr. Smith shared information on the following new programs being offered at the College next academic year: Criminal Justice Associate in Applied Science will be starting in the fall of 2018; a night offering of the Practical Nurse Program will be starting in the spring of 2019; and a Bridge Program for Practical Nurses, which will allow nurses who are already employed to come back to BCC to complete their Associate Degree in Nursing for an RN path. Staff continues to investigate additional program areas such as Physical Therapist Assistant, Dental Assistant, Lab Tech or Med Lab Tech, and Supply Chain Management and Logistics. Dr. Smith also discussed preparation for the SACSCOC (Southern Association of Colleges and Schools Commission on Colleges) reaccreditation in 2019, noting that evaluators will be on campus in October of 2018. Dr. Smith shared that a discipline accrediting body visited the Medical Assisting program to grant the initial accreditation by the Council of Accreditation of Allied Health Programs. Notice of full accreditation should be received soon. She added that the Health Information Technology program also had a successful reaccreditation visit in November.

Following a brief question and answer period, Ms. Velva Jenkins shared the following accomplishments and updates from the Division of Continuing Education and Workforce Development:

- Economic Workforce: A total of \$28,528 in grants has been received. An amount of \$24,248 was received for short-term training to support the Clinical Medical Office Assistant program to provide certifications for the Certified Medical Assistant, EKG Tech, and Phlebotomy students. An amount of \$4,300 was received from the Brunswick County Arts Council to support 3-day workshops in Southport and bring nationally recognized guest artists to the Southport area.
- College and Career Promise: Ms. Jenkins noted that the General Assembly now recognizes CCP (College and Career Promise) in continuing education. The following three pathways will be offered through the Workforce Development Division in the fall of 2018: Culinary, HVAC, and Firefighter Training. These pathways are the result of a joint effort between BCC and Brunswick County Schools to be offered to high school juniors and seniors.

- New Industry: An amount of \$90,265 was received to support a new industry and train individuals to be productive employees.
- Business Incubator/Co-Workspace: The Business Incubator is at capacity. All three units are currently filled; however, the first industry will be graduating which will open a space. A new co-workspace for like-type businesses has been created and is intended to be a temporary shared office space where businesses can meet clients. The ribbon cutting for the co-workspace will take place on May 2, 2018.
- Offsite Centers: Classes will resume at the South Brunswick Islands Center (SBIC) when the Library reopens. Last fall, 21 classes were held at the SBIC, resulting in 5.23 FTE's. A total of 74 classes were held at the Southport Center last year, resulting in 32.83 FTE's, which is in the Tier 3 level of funding.
- Brunswick Interagency: The Brunswick Interagency Program is no longer being supported by State or Federal funding. BCC was able to tap into the Adult Disability Vocation Program (ADVP) funding and self-pay to support the 11 students in the program. Students are charged \$25 per day to use the facilities. All of these funds make the program self-supporting. No County or State funds were used to support these students. The program is expected to gain nine more students by the year 2019.

Following a brief question and answer section, Mr. Robbie Allen, Athletics Director provided an update on the athletics program. There are currently a total of 80 students athletes at BCC, including five from Brunswick County. Mr. Allen explained that the Brunswick Guarantee will be a tremendous asset to the athletic department, as in the past, many Brunswick County student athletes have been offered scholarships from other Community Colleges to play a sport. Now, BCC can compete. Mr. Allen presented the economic impact report from the athletic department. The athletes contribute to the economy as follows: The 75 out-of-county students must have housing (approximately \$244,550 a year), and food (approximately \$315,000 over 40 weeks). In addition, all student athletes must complete a minimum of 15 hours of community service in Brunswick County per semester (\$13/hour for a total \$15,860). Visiting teams (active rosters and coaches) spend approximately \$32,446. This amount does not include parents/family members. The total economic impact of the athletics program is \$607,856. The athletics program cannot accept funds from the State of North Carolina Community College System. The student athletes created FTE in the amount of \$421,320 back to BCC which can only be used for instruction. Mr. Allen announced that they hope to offer women's softball in 2019, and women's soccer, men's soccer, and cross country in the future.

The attendees engaged in discussions regarding the information presented during the meeting. No action was taken.

III. ADJOURN

With the consensus of the Board, Vice-Chairman Thompson adjourned the meeting at 1:46 p.m.

Frank Williams, Chair
Brunswick County Board of Commissioners

Attest:

Andrea White
Clerk to the Board

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
FEBRUARY 5, 2018
3:00 P.M.**

The Brunswick County Board of Commissioners met in Regular Session on the above date at 3:00 p.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.

PRESENT: Commissioner Randy Thompson, Vice-Chairman
Commissioner J. Martin Cooke
Commissioner Pat Sykes
Commissioner Mike Forte

ABSENT: Commissioner Frank Williams, Chairman

STAFF: Ann Hardy, County Manager
Steve Stone, Deputy County Manager
Bob Shaver, County Attorney
Julie Miller, Finance Director
Andrea White, Clerk to the Board
Amanda Hutcheson, PIO
Capt. Mark Trull, Sheriff's Office

Board Action, containing all items in this set of minutes, is filed within the Clerk to the Board's office.

I. CALL TO ORDER

Vice-Chairman Thompson called the meeting to order at 3:00 p.m.

II. INVOCATION/PLEDGE OF ALLEGIANCE

Commissioner Forte gave an Invocation and led the Pledge of Allegiance.

III. ADJUSTMENTS/APPROVAL OF AGENDA

Vice-Chairman Thompson asked for any adjustments to the agenda. Hearing none, he asked for a motion.

Commissioner Forte moved to approve the agenda as presented. The vote of approval was unanimous.

IV. PUBLIC COMMENTS

Vice-Chairman Thompson briefly reviewed the Public Comments Policy and called those who had signed up to speak. The following individuals addressed the Board:

1. Mr. Charles Warren, resident of Oak Island, spoke regarding the membership of the Brunswick County School Board and the Brunswick County Board of Commissioners. On behalf of the

DRAFT

North Carolina Black Leadership Caucus and the minority community, he asked that the membership on both boards increase from five to seven members and that each member be elected by their district rather than at-large.

2. Captain Cane Faircloth, President of the Lockwood Inlet Association, spoke in reference to the improved condition of the Lockwood Folly Inlet. He thanked the Board and staff for their efforts with the dredging projects and encouraged the County to continue to work to make the inlet the best it can be.
3. Captain Ryan Jordan, spoke in opposition to a proposed No Wake Zone on the intracoastal waterway between Markers 1 and 2A. He expressed his concern that the documentation submitted knowingly misled the Federal Agency and the public, highlighting the items he felt were inaccurate. He requested that the Board of Commissioners retract the submission to the Army Corps of Engineers for the proposed No Wake Zone and submit a formal letter to the Sheriff's Office requesting that the harassment of boaters in that area stop. Captain Jordan also requested that the Board of Commissioners contact the Marine Fisheries and Wildlife department heads to obtain their stance/input on this subject, and investigate any personal injury reports due to excessive wake.

Vice-Chairman Thompson asked if there were any individuals who wished to speak that did not have an opportunity to sign up. No one wished to speak.

V. APPROVAL OF CONSENT AGENDA

Commissioner Sykes moved to approve the Consent Agenda. The vote of approval was unanimous. The following items were approved:

1. **Administration - Designation of Proxy to Serve as Alternate for Grand Strand MPO Transportation Advisory Committee (GSATS)**
Designated Marc Pages to serve as an additional alternate on the Grand Strand MPO Transportation Advisory Committee (GSATS).
2. **Board Appointment - Southport Planning Board ETJ Appointee**
Approved the recommended appointment of Mr. Brett McKeithan as an extraterritorial jurisdiction (ETJ) alternate appointee to the Southport Planning Board for a 3-year term.
3. **Clerk to the Board - Meeting Minutes**
Approved the draft minutes from the January 16, 2018 Regular Meeting.
4. **Finance - Contract to Audit Accounts Martin Starnes & Associates, CPAs, P.A.**
Approved a one-year contract for audit services with Martin Starnes & Associates, CPAs, P.A.
5. **Finance - Fiscal Items**
Approved Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature presented on the consent agenda.
 - **Airport Grant 46333.2.1 Budget Amendment**
Airport Grant 46333.2.1 is complete and successfully closed out with North Carolina Department of Transportation - Aviation Division. This budget amendment reduces

corresponding revenues and expenditures by \$25,719 in order to close out the grant for Brunswick County records.

- **Airport Grant 46333.1.1 Budget Amendment**
NCDOT has awarded additional funding in the amount of \$62,112 to Airport Grant 46333.1.1. This STI grant was selected as eligible for 100% funding thru the Highway Trust Fund and will return \$6,112 of in-kind originally allocated to this grant to the in-kind reserves.
 - **Airport Grant 36244.58.9.1 Grant Agreement and Resolution**
Approved and authorized the Chairman to sign the grant agreement and resolution for Airport Grant 36244.58.9.1 in the amount of \$800,000 with a local match of \$88,888. This grant award was approved at the 12/18/2017 Board of Commissioners meeting for the reimbursement of county funds advanced for land purchased for the airport expansion.
 - **Airport Grant 36244.58.10.2 award and 36244.58.8.3 modification Budget Amendment**
NCDOT has awarded \$2,000,000 of state funding which contains no local match under grant 36244.58.10.2 and transfer of \$460,982 awarded under grant 36244.58.8.1 with the corresponding local match of \$51,221 to grant 36244.58.10.2. The construction bid will be awarded to Paragon Building Corporation in the amount of \$2,512,203 under grant 36244.58.10.2, and work authorization increase of \$49,149 for design and bid of this project was approved under grant 36244.58.8.3 grant modification.
 - **Water Construction Budget Amendment**
Appropriated tap and connection revenue of \$108,100 for purchase of additional equipment for new services connections to the water system.
 - **Sheriff's Office Revenue Budget Amendment**
Appropriated \$5,960 of insurance proceeds for replacement of total loss vehicle and \$3,424 of miscellaneous revenue for firing range operations in the Sheriff's Office budget.
 - **Avalon Closeout Budget Amendment**
Closed Avalon project and transferred \$10,510 remaining in performance bond funds to the general fund contingency.
 - **Rural Economic Development Grant Raw Water Main Repair - Budget Amendment**
Appropriated State Funds Restricted in the amount of \$216,000 from NC Department of Commerce Rural Economic Development Grant to cover reimbursable expenditures for the raw water main repair costs related to Hurricane Matthew not eligible for reimbursement by FEMA. Grant Agreement approved at the 12/4/17 board meeting.
6. **Finance - Contract Change for Financial Advisory for School GO Bond Issue**
Approved a contract with George K. Baum & Company due to the termination of the contract with Stephens, Inc. to provide financial advisory services for the upcoming Phase 1 general obligation bond issue of \$52,950,000 and authorized the County Manager to sign the contract after legal review.

7. **Health and Human Services - Public Housing - Request to Set Public Hearing**
Set a public hearing on April 16, 2018 to hear any comments or suggestions on the Public Housing Agency goals, objectives and policies.
8. **Operation Services - HVAC Repair and Maintenance Agreement**
Entered into a service agreement for HVAC repair and maintenance with HVAC Starplus, LLC.
9. **Operation Services - Lawn Maintenance Agreement**
Approved a service agreement with Mevans & Associates, Inc. for lawn maintenance at various county-owned or maintained properties.
10. **Parks & Recreation - Demolition of the Navassa Park Concession Stand & Shelters**
Approved demolition of the Navassa concession stand and picnic shelters.
11. **Sheriff's Office - Position Reclassification**
Approved reclassification of 4 patrol corporals, pay grade 65, to 4 patrol sergeants, pay grade 67.

VI. PRESENTATION

1. **Administration - Lockwood Folly Navigation Project Feasibility Report (Steve Stone, Deputy County Manager)**
Request that the Board of Commissioners receive a status report on the Lockwood Folly Navigation Project Feasibility study from Ken Willson of APTIM.

Mr. Stone explained that the Commissioners engaged APTIM to study the feasibility of a piggyback pipeline dredge project that potentially would develop a 150' wide by 12' deep navigation channel at the inlet and also provide a substantial amount of beach quality sediment for shoreline placement. Mr. Stone introduced Mr. Ken Willson of APTIM to present the findings and suggest some possible future actions.

Mr. Willson presented the Lockwood Folly Inlet Dredging Feasibility Report, which included background information, goals, regulatory and resource agency coordination, coordination with local governments, engineering drawings, coordination with the contractor, coordination with the Division of Water Resources, findings, and a to-do list. Mr. Willson noted that it would not be possible to obtain the needed authorizations for the 2017/2018 dredge window, but there was the possibility of obtaining them for the 2018/2019 season. The total Project Cost is estimated to be \$4.13 million with a State cost share of 2/3 or \$2.75 million, and a local cost share of 1/3 or \$1.38 million. The costs would include permitting, development of plans and specs, dredge costs, and construction administration. Should the project proceed as planned, the County could possible piggyback on the 2018/2019 Corps of Engineer's Federal Projects at Carolina Beach and Kure Beach, the Cape Fear River entrance, or the Bald Head Island Jaybird Shoals project.

Commissioner Sykes stepped out of the meeting at 3:31 p.m. (unexcused) and returned at 3:33 p.m.

Vice-Chairman Thompson opened the floor for questions and comments.

Vice-Chairman Thompson clarified that staff would study the information presented and come back to the Board at a later date.

VII. ADMINISTRATIVE REPORT

1. **Administration - Reschedule the May 7, 2018 Goals & Budget Workshop (Ann Hardy, County Manager)**

Request that the Board of Commissioners consider rescheduling the May 7, 2018 Goals and Budget Workshop.

Mrs. Hardy asked that the Board consider changing the date of the May 7, 2018 Goals & Budget Workshop to either May 10 or May 11 due to a date conflict on May 7.

Following discussion, Vice-Chairman Thompson asked for a motion.

Commissioner Sykes moved to reschedule the workshop to May 10, 2018 beginning at 9:00 a.m. The vote of approval was unanimous.

2. **Administration - Surplus Property Offer Parcel 18400039 (Steve Stone, Deputy County Manager)**

Request that the Board of Commissioners consider an offer of \$3,500.00 for parcel 18400039.

Mr. Stone explained that Parcel 18400039 is .95 acres and is located at 750 Turnpike Road SW. The parcel has a tax value of \$20,750.00 and was acquired by the County in 2013 for \$12,358.55. The offer for consideration is \$3,500.00.

Vice-Chairman Thompson moved to deny the offer of \$3,500.00 and opened the floor for discussion. Hearing none, he called the question. The vote to deny the offer was unanimous.

3. **Administration - Surplus Property Offer Parcel 156LB033 (Steve Stone, Deputy County Manager)**

Request that the Board of Commissioners consider an offer of \$500.00 for parcel 156LB033.

Mr. Stone explained that the next four parcels are in an area in the City of Boiling Spring Lakes just west of Hwy. 87 and just north of the west end of the Big Lake.

Parcel 156LB033 is .22 acres and is located on Sunset Drive. The parcel has a tax value of \$4,000.00. The County acquired it jointly with an adjoining parcel, which is also being considered during this meeting, in April 1985 for a total of \$852.84. The offer for consideration is \$500.00.

Commissioner Cooke moved to accept the offer of \$500.00.

Vice-Chairman Thompson opened the floor for discussion. Hearing none, he called the question.

The vote of approval was unanimous.

4. **Administration - Surplus Property Offer Parcel 156MA02001 (Steve Stone, Deputy County Manager)**

DRAFT

Request that the Board of Commissioners consider an offer of \$500.00 for parcel 156MA02001.

Mr. Stone explained that Parcel 156MA02001 is .54 acres and is located on Lakeview Drive. The parcel has a tax value of \$10,000.00 and was acquired by the County in June 2013 for \$7,500.00. The offer for consideration is \$500.00.

Commissioner Cooke moved to deny the offer.

Vice-Chairman Thompson opened the floor for discussion.

Following a brief discussion, Commissioner Cooke retracted his motion.

Vice-Chairman Thompson asked for a motion.

Commissioner Forte moved to accept the offer of \$500.00.

Vice-Chairman Thompson asked for discussion on the motion. Hearing none, he called the question.

The vote of approval was unanimous.

5. **Administration - Surplus Property Offer Parcel 156MA021 (Steve Stone, Deputy County Manager)**

Request that the Board of Commissioners consider an offer of \$500.00 for parcel 156MA021.

Mr. Stone explained that Parcel 156MA021 is .41 acres and is located on W. North Shore Drive, on the other side of the land that the County purchased for a pumping station. The parcel has a tax value of \$2,000.00 and was acquired by the County in June 2013 for \$7,500.00. The offer for consideration is \$500.00.

Vice-Chairman Thompson asked for a motion.

Commissioner Forte moved to accept the offer of \$500.00.

Vice-Chairman Thompson asked for discussion on the motion. Hearing none, he called the question.

The vote of approval was unanimous.

6. **Administration - Surplus Property Offer Parcel 156LB032 (Steve Stone, Deputy County Manager)**

Request that the Board of Commissioners consider an offer of \$500.00 for parcel 156LB032.

Mr. Stone explained that Parcel 156LB032 is .22 acres and is located on Sunset Drive in Boiling Spring Lakes. The parcel has a tax value of \$4,000.00. This is the parcel that the County acquired along with another parcel in April 1985 for \$852.84. The offer for consideration is \$500.00.

Commissioner Cooke moved to accept the offer of \$500.00.

Vice-Chairman Thompson asked for discussion on the motion. Hearing none, he called the question.

The vote of approval was unanimous.

7. **Human Resources - Personnel Policy Revision (Melanie Turrise, Director of Human Resources)**

Request that the Board of Commissioners adopt the addition of a policy to the County Personnel Policy Manual: #547 Technology Acceptable Use.

Ms. Turrise explained that, currently, MIS maintains a separate policy on acceptable technology use. Staff believes it will be easier to condense it and keep it in one Personnel Manual. In addition, Ms. Turrise requested that staff be allowed to administratively amend the heading associated with Section V from *Personal Conduct* to *Personnel Standards*. Staff believes this change would alleviate any possible confusion between Section V and Section II, Policy #250 that speaks to failure in job-related personal conduct.

Vice-Chairman Thompson asked for a motion.

Following a brief discussion, Commissioner Forte moved to accept the revisions as presented. The vote of approval was unanimous.

8. **Operation Services - Hickman Crossroads Library Renovation/Move (Stephanie Lewis, Director of Operation Services)**

Request that the Board of Commissioners approve renovation and moving of Hickman Crossroads Library into the South Brunswick Isles Campus (SBIC) location and associated budget amendment.

Ms. Lewis explained that the associated budget amendment, in the amount of \$25,000, includes additional lighting, renovating current lighting to LED lighting, moving expenses, box truck rentals and equipment.

Following a brief discussion, Commissioner Sykes moved to approve the renovation and moving of the Library as presented.

Vice-Chairman Thompson asked for discussion on the motion. Hearing none, he called the question.

The vote of approval was unanimous.

9. **Parks & Recreation - Ocean Isle Beach Phase 2 Design Amendment 2 & 3 (Aaron Perkins, Director of Parks & Recreation)**

Request that the Board of Commissioners approve additional compensation for services on the Ocean Isle Beach Park Phase 2 design amendments in accordance with fees for additional services outlined in the approved proposal in the amount of \$4,765.

Mr. Perkins explained that the change from the HID lighting (metal halide), with Musco Sports Lighting, to LED lighting (light emitting diode) was approved to accommodate adjoining property owners. Amendment 2, in the amount of \$3,025, covers the additional electrical engineer work needed due to this change. Amendment 3, in the amount of \$1,740,

covers additional services needed for a ditch crossing permit that was not included in the initial scope of work.

Vice-Chairman Thompson moved to approve Design Amendments 2 & 3 for Ocean Isle Beach Park Phase 2, as requested.

Vice-Chairman Thompson asked for discussion. Hearing none, he called the question. The vote of approval was unanimous.

10. **Parks & Recreation - Ocean Isle Beach Park Phase 2 Bid Award (Aaron Perkins, Parks & Recreation Director)**

Request that the Board of Commissioners approve Notice of Award of bid to Carmichael Construction Company, Inc. for Ocean Isle Beach Park Phase 2 improvements with subsequent execution of the construction contract in the amount of \$4,477,935 upon the County Attorney's review and approval of the contract, pay and performance bonds, certificate of Insurance, and E-Verify Affidavit.

Mr. Perkins restated the request.

Vice-Chairman Thompson moved to approve the Notice of Award to Carmichael Construction Company, as requested.

Vice-Chairman Thompson asked for discussion. Hearing none, he called the question. The vote of approval was unanimous.

11. **Utilities - Lucity, Inc., Software and Professional Services Agreement and Notice of Award (John Nichols, Director of Public Utilities)**

Request that the Board of Commissioners approve a Notice of Award and authorize the Chairman and Clerk to the Board to execute a software, licensing, and implementation agreement with Lucity, Inc., for the Computerized Maintenance, Asset Management, Work Order Management, and Preventive Maintenance Software contingent on the County Attorney's review and approval of the Software License and Professional Services Agreement in the amount of \$232,800.

Mr. Nichols explained that funds are available in the current budget year for an asset management work order, inventory, and preventive maintenance program. Utility growth has made it a necessary to upgrade those systems. The proposed software will help to prioritize investments and expenditures, determine risk and consequences of investment decisions, and greatly enhance work efficiencies. In September 2017, 12 proposals were received. Additional stakeholders were involved in evaluating those proposals. Staff recommends approval of an agreement, following the County Attorney's review, with Lucity, Inc. for implementation of the software, in the amount of \$232,800, and for continued support over the next several years in the amount of \$40,000 per year.

Commissioner Forte moved to approve the Notice of Award and the agreement with Lucity, Inc. as presented.

Vice-Chairman Thompson asked for discussion. Hearing none, he called the question. The vote of approval was unanimous.

VIII. OTHER BUSINESS/INFORMAL DISCUSSION

IX. CLOSED SESSION

1. Closed Session - Consult with Attorney and Approve Closed Session Minutes

Request that the Board of Commissioners enter into Closed Session pursuant to G.S. 143-318.11(a)(1) to approve Closed Session Minutes and G.S. 143-318.11(a)(3) to consult with its attorney.

Mr. Bob Shaver, County Attorney, stated that a Closed Session was needed to approve Closed Session Minutes under G.S. 143-318.11(a)(1) and to consult with the attorney, under the Attorney Client Privilege G.S. 143-318.11(a)(3).

Vice-Chairman Thompson called for a 5-minute break at 4:02 p.m. and announced that the Board would enter Closed Session following the break.

Vice-Chairman Thompson called the regular meeting to order at 5:26 p.m. and asked the County Attorney if there was anything to report from Closed Session.

Mr. Shaver stated there was nothing to report.

Vice-Chairman Thompson asked if there were any other matters to come before the Board. There were no further items.

X. ADJOURNMENT

Commissioner Cooke moved to adjourn at 5:26 p.m. The vote of approval was unanimous.

Frank Williams, Chairman
Brunswick County Board of Commissioners

Attest:

Andrea White
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

Action Item # V. - 4.

From:

Bryan Batton

County Attorney - South Shore Landing Deed Of Dedication

Issue/Action Requested:

Request that the Board of Commissioners accept the Deed of Dedication for water only infrastructure for South Shore Landing, Lots 7-23.

Background/Purpose of Request:

Langbeen Builders, Inc. has submitted a Deed of Dedication for water only infrastructure in South Shore Landing, Lots 7-23. The lines have been tested and approved and are ready to be incorporated into our utility system.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

\$ 72,400.00 for water only

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Accept the Deed of Dedication for water only infrastructure from Langbeen Builders, Inc.

Advisory Board Recommendation:

Not applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners accept the Deed of Dedication for water only infrastructure for South Shore Landing, Lots 7-23.

ATTACHMENTS:

Description

▣ South Shore Landing DOD

Prepared by: Robert K Serra, Attorney at Law, 104 Price Street, Oak Island, NC 28465

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

DEED OF DEDICATION

THIS DEED OF DEDICATION, made and entered into this the 18th day of JAN, 2018, by and between LANGBEEN BUILDERS, INC., a North Carolina corporation, having a mailing address of 1204 Vanderhorst Place, Wilmington, NC 28405, hereinafter referred to as Grantor, and BRUNSWICK COUNTY, a governmental entity created PO Box 249, Bolivia, NC 28422 and existing under the laws of th State of North Carolina, hereinafter referred to as Grantee.

W I T N E S S E T H:

THAT WHEREAS, Grantor is the owner and developer of a tract or parcel located in
Town Creek Township, Brunswick County, North Carolina, known as Lots 7 through 23, South Shore Landing Subdivision; and has caused to be installed water distribution lines under and along the road rights-of-way hereinafter described and referenced; and

WHEREAS, Grantor wishes to obtain water service for Lots 7 through 23 from Grantee's system;

WHEREAS, Grantee has adopted through appropriate resolution stated policy regarding

water distribution systems under the terms of which, among other things, in order to obtain water for said subdivision Developer must convey title to the water distribution system to Grantee through an instrument of dedication acceptable to Grantee;

NOW, THEREFORE, Grantor, in consideration of Grantee accepting said water lines and making water available to said subdivision, has conveyed by these presents does hereby grant and convey to Grantee, its lawful successors and assigns, the following described property:

1. WATER LINES: All water lines, lateral lines, connection boxes, water service equipment, and all other components of the as-built water distribution system located under, along or within Nicholas Road and the abutting property shown on Exhibit "A", a map entitled "Final As-Built Water Only", a copy of which is attached hereto and incorporated herein. Reference is also made to the plat recorded in Map Book 96, Page 92, Brunswick County Registry, which shows the exact location of Lots 21, 22 and 23, Phase I, of South Shore Landing Subdivision, and a plat recorded in Map Book 104, Page 78, Brunswick County Registry, which shows the exact location of Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Phase 2, of South Shore Landing Subdivision, for greater certainty of description.

2. NON-EXCLUSIVE EASEMENT: A non-exclusive, perpetual easement over, under and upon Lots 7 through 20, shown on a plat recorded in Map Book 104, Page 78, and Lots 21, 22 and 23 shown on a plat recorded in Map Book 96, Page 92, Brunswick County Registry, for the purpose of entering and re-entering the property to maintain, repair, replace or improve the as-built water distribution system and all its components connecting Lots 7 through 23 to the water distribution system.

TO HAVE AND TO HOLD said water lines, connection boxes, water service equipment, and all other components of the as-built water distribution system, and the non-exclusive, perpetual easement, together with the privileges and appurtenances thereto belonging to Grantee forever.

Grantor does hereby covenant that it is seized of said water lines and as-built water system components described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

Grantor further warrants to Grantee that the system herein conveyed is of good quality and free from faults and defects, and conforms to as-built drawings. Grantor warrants said system for a period of one (1) year from the date of recording this Deed of Dedication in the office of the Brunswick County Register of Deeds.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed, the day and year first above written.

LANGBEEN BUILDERS, INC.

By:

Scott Langbeen, President

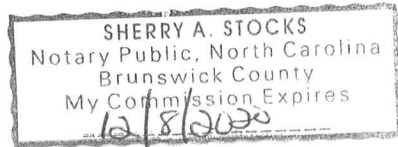
STATE OF NORTH CAROLINA **** COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, do hereby certify that Scott Langbeen personally came before me this day, and (I have personal knowledge of the identity of the principal) OR (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____) or (a credible witness has sworn to the identity of the principal; and he acknowledged that he is President of Langbeen Builders, Inc., a North Carolina corporation, and that the, as President, being authorized to do so, executed the foregoing on behalf of Langbeen Builders, Inc.

Witness my hand and official seal, this the 18th day of Jan, 2018.

My commission expires:

12/8/2020



Sherry A. Stocks

Notary Public

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for Langbeen Builders, Inc. Was accepted by the Brunswick County Board of Commissioners on the _____ day of _____, 2018.

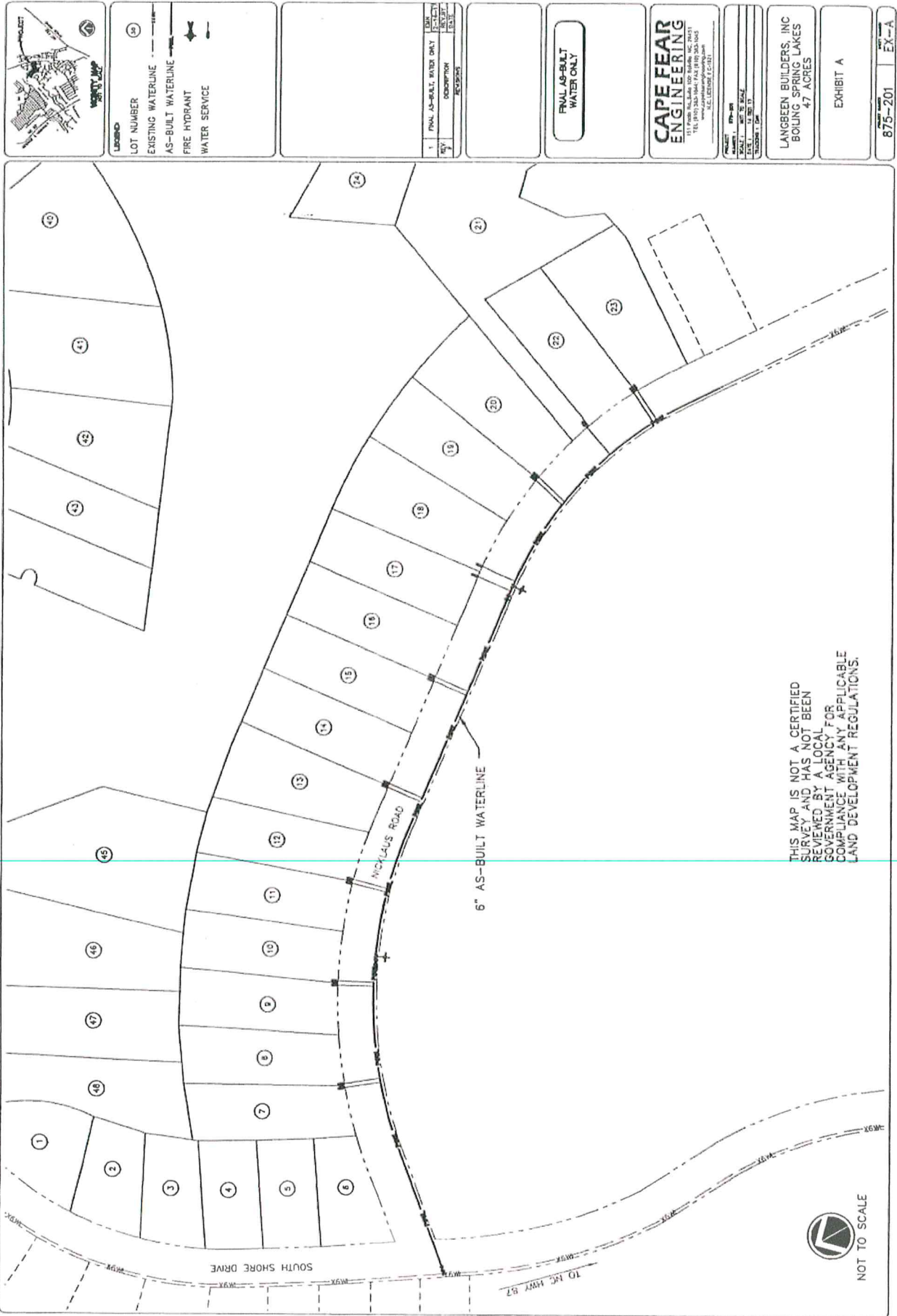
Brunswick County Board of Commissioners

By: _____

_____, Chairman

Clerk to the Board

EXHIBIT "A"



STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

AFFIDAVIT

LANGBEEN BUILDERS, INC, a North Carolina corporation, with an office and place of business in New Hanover County, North Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Town Creek Township, Brunswick County, North Carolina, known as South Shore Landing Subdivision, Phase 2, containing Lots numbers 7 through 20, and Lots 21, 22 and 23, Phase 1, as more particularly described in a Deed of Dedication in favor of Brunswick County of even date herewith.

2. That it has installed a six (6) inch water line under and along Nicholas Road, which abuts Lots 7 through 23, as shown on Exhibit "A" attached hereto.

3. That it has connected Lots 7 through 23 to the six (6) inch water line by installing lateral lines, connection boxes, and other water service equipment, so as to bring potable water service to Lots 7 through 23.

4. All work performed in the construction and installation of the water distribution system described above, has been fully paid for and there are no liens of any kind including any lien for labor or material against the subdivision property which would in any way jeopardize

title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water lines installed therein which would in any way jeopardize title to the subdivision property or the water distribution system located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer, this 18 day of JAN, 2018.

LANGBEEN BUILDERS, INC.

by: 
Scott Langbeen, President

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

Signed and sworn to (or affirmed) before me this day by Scott Langbeen, President of Langbeen Builders, Inc.

Date: 1/18/2018

My commission expires:

12/8/2020


Notary Public

(Notary seal)

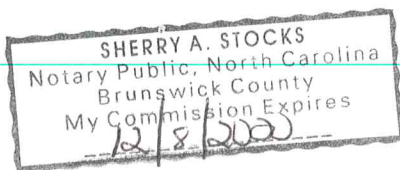
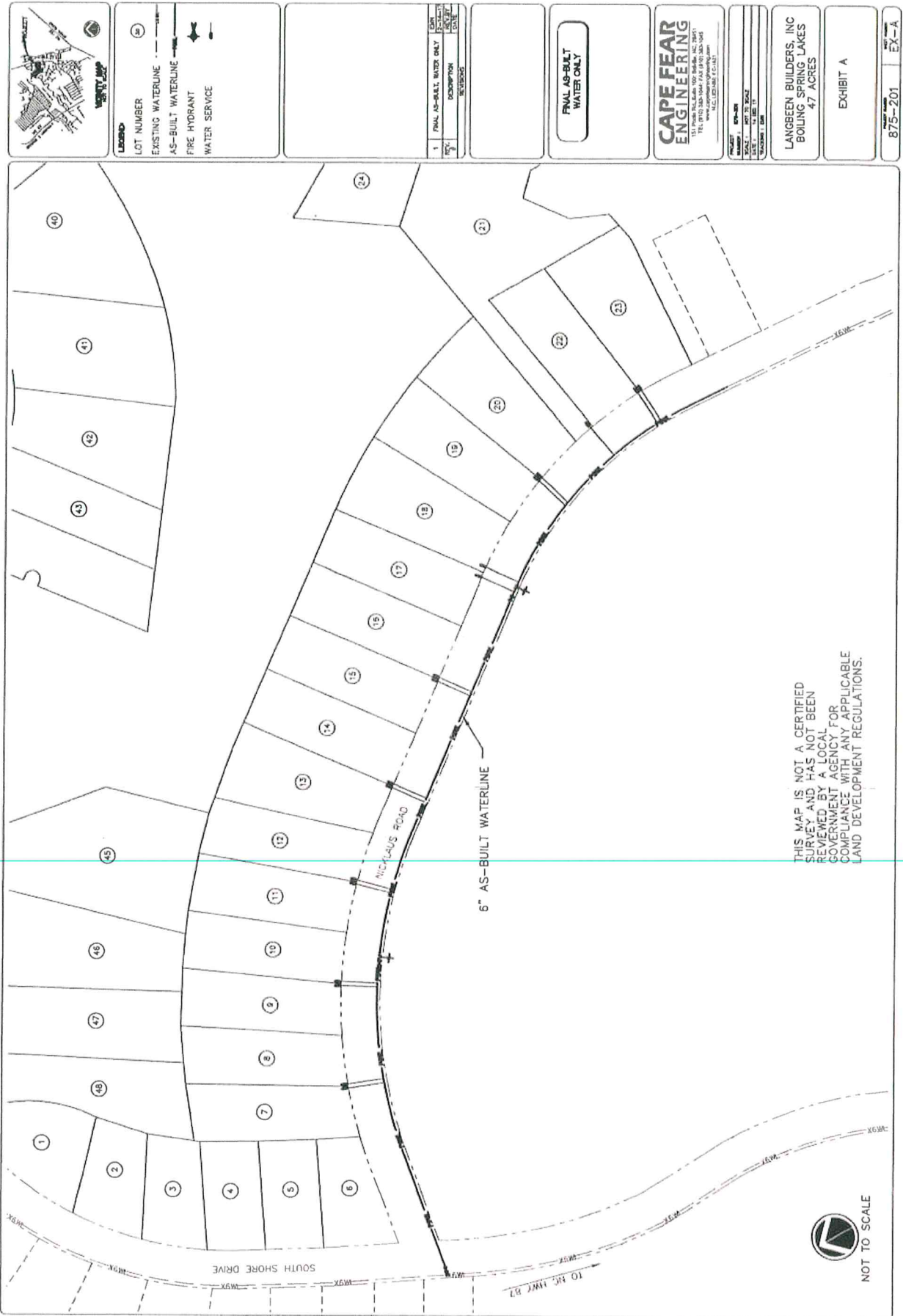


EXHIBIT "A"





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

Action Item # V. - 5.

From:

Bryan Batton

County Attorney - Archie Dees Heir Property to Surplus

Issue/Action Requested:

Request that the Board of Commissioners declare property obtained by the County through tax foreclosure as surplus property to be placed on the County's website for possible future purchase.

Background/Purpose of Request:

The County has obtained tax parcel 241KA007, Lot 150 in Pine Burr Acres, through tax foreclosure. The County acquired the property for \$ 10,341.94 through foreclosure, and the tax value of the property is \$ 18,700.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

To declare tax parcel 241KA007 surplus and instruct staff to place on listing for surplus property on the County's website.

County Manager's Recommendation:

Recommend that the Board of Commissioners declare property obtained by the County through tax foreclosure as surplus property to be placed on the County's website for possible future purchase.

ATTACHMENTS:

Description

- ▣ Commissioner's Deed for Dees Heir Property

This certifies that there are no delinquent ad valorem taxes, fees, assessments or other liens which the Brunswick County Tax Collector is charged with collecting, that are shown on: Parcel Number 241KA007 as noted by the Brunswick County Assessor's Office. This is not a certification that the parcel number matches the deed description.
1-30-18 [Signature]
Date (Print) Tax Col. / Del. Tax Spec.

Return to Bryan Batton Type Box
2 Total 26 Rev 8 Int. MR
Ok \$ 26 Ck # 0813 Cash \$
Refund Cash \$ Finance
☒ Portions of document are illegible due to condition of original.
☒ Document contains seals verified by original instrument that cannot be reproduced or copied.

Prepared by: Bryan W. Batton, Post Office Box 249, Bolivia, NC 28422

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

COMMISSIONER'S DEED

This Deed, made this 25th day of January, 2018 by Bryan W. Batton, Commissioner, to **The County of Brunswick**, PO Box 2489, Bolivia, NC 28422.

WITNESSETH

That whereas Bryan W. Batton was appointed commissioner under an order of the District Court of Brunswick County, North Carolina, in the tax foreclosure proceeding entitled "County of Brunswick vs. Archie Franklin Dees, III, et al", Case # 17 CVD 610, and Bryan W. Batton was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas Bryan W. Batton, commissioner, did on the 3rd day of November, 2017, offer the land hereinafter described at a public sale at the Brunswick County Courthouse door, in Bolivia, North Carolina, wherein **The County of Brunswick** became the last and highest bidder for said land for the sum of \$ 10,341.94 and no upset or increased bid having been made within the time allowed by law, and the sale having been confirmed, and Bryan W. Batton having been ordered to execute a deed to the purchaser upon payment of the purchase money;

Now, in consideration of the premises and the sum of \$ 10,341.94, receipt of which is hereby acknowledged, Bryan W. Batton, commissioner, does, by these presents, hereby bargain, sell, grant, and convey to **The County of Brunswick** and its heirs and assigns, that property situated in Brunswick County, North Carolina, and described as follows:

PARCEL # 241KA007:

BEING all of Lot No. 150, Block D, Section 1 of the Subdivision known as Pine Bur Acres, according to a map made by Hal T. Siler, R.L.S., on September 17, 1971 and recorded in Map Book 10 at Page 126, Brunswick County Registry.

This conveyance is made subject to 2018 County and City property taxes, the payment of which shall be assumed by the purchaser. To have and to hold the aforesaid tract of land, to **The County of Brunswick** and its heirs and assigns forever, in as full and ample manner as Bryan W. Batton, commissioner, is authorized and empowered to convey the same.

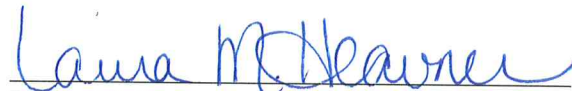
In witness whereof, Bryan W. Batton, commissioner, has hereunto set his hand and seal.

 (SEAL)
Bryan W. Batton, Commissioner

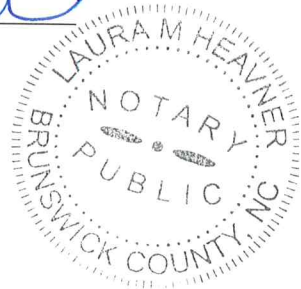
NORTH CAROLINA
BRUNSWICK COUNTY

I, Laura M. Heavner, Notary Public of this County, do hereby certify that Bryan W. Batton, commissioner, grantor, personally appeared before me this day and that I have personal knowledge of the identity of the principal; that he acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein.

Witness my hand and official seal this 25th day of January, 2018.


Laura M. Heavner, Notary Public

My commission expires: 5/22/2021.





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

From:
Bryan Batton

Action Item # V. - 6.

County Attorney - Palmetto Creek Pump Station Deed of Dedication

Issue/Action Requested:

Request that the Board of Commissioners accept the Deed of Dedication for the pump station in Palmetto Creek subdivision.

Background/Purpose of Request:

In a previous Deed of Dedication (Book 2625, Page 384) the developer inadvertently omitted from the grant, the pump station site in Palmetto Creek. At this time, XDV, Inc. has submitted a deed of dedication to the County in order to correct this oversight. The sewer asset value was included at the time the original deed of dedication was submitted.

Fiscal Impact:

Reviewed By Director of Fiscal Operations
Sewer asset information was included in the original agenda item.

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Accept the Deed of Dedication for the pump station in Palmetto Creek Subdivision.

County Manager's Recommendation:

Recommend that the Board of Commissioners accept the Deed of Dedication for the pump station in Palmetto Creek subdivision.

ATTACHMENTS:

Description

- ▣ Palmetto Creek Subdivision Pump Station DOD

DEED OF DEDICATION

Prepared by: **Murchison, Taylor & Gibson, PLLC**
16 North Fifth Avenue, Wilmington, NC 28401

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

PARCEL: 185CB00101

THIS DEED OF DEDICATION, made and entered into this the 29th day of December 2017, by and between **XDV, INC.**, a North Carolina corporation, hereinafter referred to as "Developer", and **BRUNSWICK COUNTY**, a governmental entity created and existing under the laws of the State of North Carolina, with a mailing address of P.O. Box 249, Bolivia, North Carolina 28422, hereinafter referred to as "Grantee";

W I T N E S S E T H:

WHEREAS, Developer is the owner and developer of a tract or parcel located in Lockwood Folly Township, Brunswick County, North Carolina, known as Palmetto Creek of the Carolinas (the "Property");

WHEREAS, Developer has caused to be installed water distribution, a pump station and sewer lines under and along the road rights-of-way hereinafter described and referenced;

WHEREAS, Developer wishes to obtain water from Grantee for the Property and to make water and sewer service from Grantee's system available to individual lot owners;

WHEREAS, Grantee has adopted, through appropriate resolution, stated policy regarding subdivision water distribution and sewer systems under the terms of which, among other things, in order to obtain water and sewer service for said subdivision, Developer must convey title to the water distribution, pump station and sewer system to Grantee through an instrument of dedication acceptable to Grantee;

WHEREAS, by prior deed of dedication to Grantee, Developer inadvertently omitted from the grant to Grantee (see Deed Book 2625, Page 384, Brunswick County Registry, hereinafter referred to as the "Prior Deed"), a description of that 0.09 acre +/- tract of land

labeled "Pump Station Site" (hereinafter referred to as the "Pump Station") as shown on that certain map prepared by Michael N. Underwood, Professional Land Surveyor of Michael Underwood and Associates, PA dated February 23, 2006, and recorded on March 7, 2006, in Map Cabinet 34, Page 370, Brunswick County Registry (hereinafter referred to as the "Map");

WHEREAS, this deed is made to correct the inadvertent omission referenced above and to convey the Pump Station to Grantee.

NOW, THEREFORE in consideration of Grantee accepting said water and sewer lines and making water and sewer service available to said Property, Developer by these presents does hereby convey to Grantee, its lawful successor and assigns, the following described property:

ONE

All of the water and sewer distribution lines and equipment, including, but not limited to, the Pump Station, located under, along, and within the road, street, and cul-de-sac rights-of-way shown on all plats of Palmetto Creek of the Carolinas recorded in the Brunswick County Registry. For illustration purposes, said water distribution and sewer lines are shown and depicted on those certain maps prepared by Coastal Land Design, PLLC, which maps are attached to the Prior Deed. See Map for illustration of the Pump Station.

TWO

Non-exclusive easements over, along and upon the entire area of the streets and cul-de-sacs depicted on the plats referenced above and serving the areas referenced above for purposes of entry into Palmetto Creek of the Carolinas for maintenance, repair and upkeep of the water distribution, Pump Station and sewer systems and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs; reserving unto the Developer, its successor and assigns, equal rights of easement and access over, in, along and upon said streets, roads, and cul-de-sacs for purposes of installing and maintaining such utilities as may be required for the development of Palmetto Creek of the Carolinas, including, but not limited to, electric, gas, telephone, cable and sewer.

TO HAVE AND TO HOLD said water and sewer lines and equipment, including the Pump Station, above described together with the privileges and appurtenances thereto belonging to Grantee forever; and

Developer does hereby covenant that it is seized of said water distribution, Pump Station and sewer lines and easements described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

Developer warrants to Grantee that the system herein conveyed is of good quality and free from faults and defects and conforms to as-built drawings. Developer warrants said system for a period of one (1) year from the date of recording this Deed of Dedication in the Brunswick County Register of Deeds.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed, the day and year first above written.

XDV, INC.

By: Robert C. G. Exum
Robert C. G. Exum, President

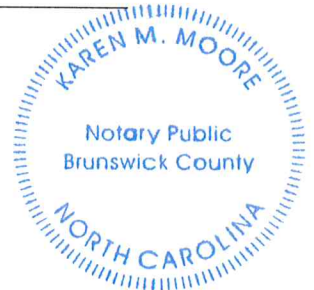
NORTH CAROLINA
New Hanover COUNTY

I, Karen M. Moore, a Notary Public of the State and Brunswick County, certify that Robert C. G. Exum personally came before me this day and acknowledged that he is President of XDV, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President.

WITNESS my hand and official seal this 29 day of December, 2017.

Karen M. Moore
Notary Public

My commission expires: 08/05/2020



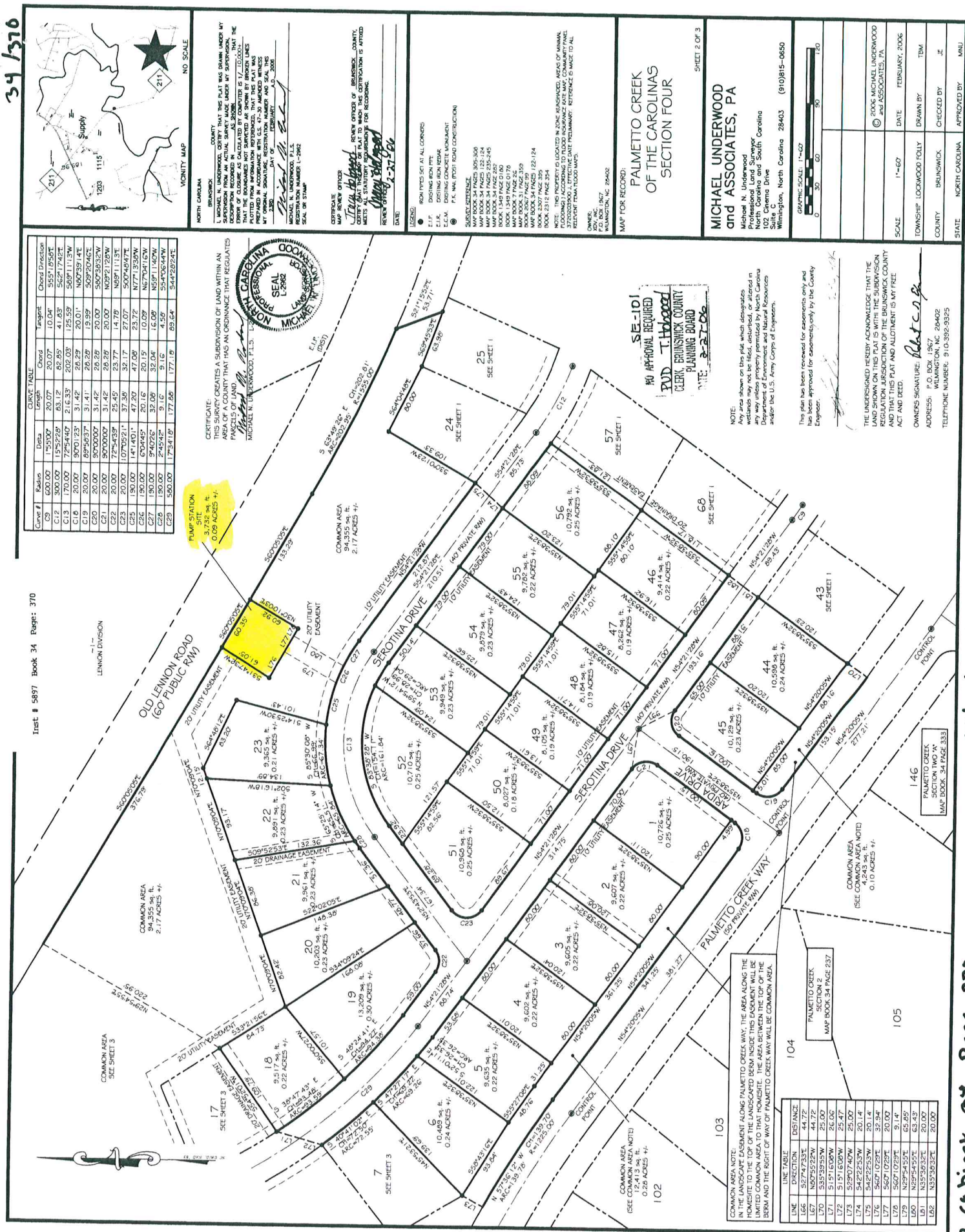
ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for XDV, Inc. was accepted by the Brunswick County Board of Commissioners on the ____ day of _____ 20__.

Brunswick County Board of Commissioners

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Clerk to the Board





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

Action Item # V. - 7.

Finance - Fiscal Items

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.

-WIC Client Services Budget Amendment

Appropriate additional state revenues restricted in the amount of \$6,170 for contracted services, equipment purchases, and miscellaneous expenses for use in the WIC Client Services program.

-211 Water Plant Improvements Closeout Budget Amendment

Closeout 211 water plant improvements project and transfer \$131,133 to the county capital reserve undesignated funds.

-2016 Enterprise Funded Main Extension Budget Amendment

Transfer \$432 of undesignated funds to the Enterprise Funded Main Extension project for reimburseables associated with advertising not included in engineering contract.

-Building Inspections additional vehicles Budget Amendments

Appropriate \$62,300 of building permits revenue for the purchase of 2 additional vehicles for the recent hire of part time fire inspectors.

-Sheriff's Office Insurance Proceeds Budget Amendment

Appropriate \$31,352 of insurance proceeds for replacement of wrecked vehicles.

-Recommend the Board of Commissioners approve the use of \$3,000 of non-departmental miscellaneous

funding for the installation of "The Maco Light Freeway" signage by North Carolina Department of Transportation. On October 22, 2015 NCDOT approved a request from the county and officially accepted the naming for the portion of I-140 stretching from Hwy 17 to Hwy 74/76.

-Financial Reports for January 2018 (unaudited)

Included are Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All reports provided at <http://brunswickcountync.gov/finance/reports>

Background/Purpose of Request:

Fiscal Impact:

Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

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

ATTACHMENTS:

Description

- ▣ 20180219 Budget Amendment WIC Client Services
- ▣ 20180219 Budget Amendment 211 Water Plant Imp Closeout
- ▣ 20180219 Budget Amendment 211 Water Plant Imp Reserve
- ▣ 20180219 CPO 211 Water Plant Improvements
- ▣ 20180219 Budget Amendment 16 Ent Funded Main Ext Reserve
- ▣ 20180219 Budget Amendment 16 Ent Funded Main Ext
- ▣ 20180219 CPO 2016 Enterprise Funded Main Extension
- ▣ 20180219 Budget Amendment Building Inspections vehicles
- ▣ 20180219 Budget Amendment Sheriff's Office Insurance Proceeds
- ▣ 20180219 Attach The MACO Light Freeway naming.pdf
- ▣ January Monthly Financial Statements.pdf

Request Info	
Type	Budget Amendment
Description	WIC Client Services
Justification	Board Meeting 02/19/2018-Appropriate additional state revenues restricted in the amount of \$6,170 for contracted services, equipment purchases, and miscellaneous expenses for use in the WIC Client Services program..
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
135169	332000	WIC-Client Services	State Revenues - Restricted	6170	Increase	Credit
135169	426100	WIC-Client Services	Equipment Less Than \$500	1000	Increase	Debit
135169	426200	WIC-Client Services	Operating Equip \$500 - \$4 999	2000	Increase	Debit
135169	449900	WIC-Client Services	Miscellaneous Expense	1000	Increase	Debit
135169	439900	WIC-Client Services	Contract Services	2170	Increase	Debit

Total	
Grand Total:	12340

Request Info	
Type	Budget Amendment
Description	211 Water Plant Imp Closeout
Justification	Board Meeting 02/19/2018-Closeout 211 water plant improvements project and transfer \$131,133 to the county capital reserve undesignated funds.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
418280	398661	211 Water Plant Improvements	Trans Frm Water Fund	-131133	Decrease	Debit
418280	464001	211 Water Plant Improvements	Arch/Engnrg/Legal	-5655	Decrease	Credit
418280	464002	211 Water Plant Improvements	Construction	-125478	Decrease	Credit

Total	
Grand Total:	-262266

Request Info	
Type	Budget Amendment
Description	211 Water Plant Imp Reserve
Justification	Board Meeting 02/19/2018-Closeout 211 water plant improvements project and transfer \$131,133 to the county capital reserve undesignated funds.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
419800	398661	Interfund Trans Water Cap Rsv	Trans Frm Water Fund	131133	Increase	Credit
419800	464299	Interfund Trans Water Cap Rsv	Undesignated Funds	131133	Increase	Debit

Total	
Grand Total:	262266

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
211 Water Plant Improvements
(418280)

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 Water Capital Projects Fund:

Water Capital Projects Fund:

Revenues:

Transfer from Water Fund	<u>3,716,867</u>
Total Water Capital Project Revenues	\$ 3,716,867

Expenditures:

Arch/Eng/Legal	194,345
Construction	<u>3,524,522</u>
Total Water Capital Project Expenditures	\$ 3,718,867

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

Current Funds Appropriated	\$ 3,716,867
----------------------------	--------------

Section 3. The following amounts are hereby appropriated in the Brunswick County Water Fund:

Contribution to Capital Project Fund	\$ 3,716,867
--------------------------------------	--------------

Section 4. This Capital Project Ordinance shall be entered into the minutes of the January 19, 2018 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	16 Ent Funded Main Ext Reserve
Justification	Board Meeting 2/19/2018-Transfer \$432 of undesignated funds to the Enterprise Funded Main Extension project for reimburseables associated with advertising not included in engineering contract.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
449800	398662	Interfund Trans Wstwtr Cap Rsv	Trans Frm Wastewater Fund	-432	Decrease	Debit
449800	464299	Interfund Trans Wstwtr Cap Rsv	Undesignated Funds	-432	Decrease	Credit

Total	
Grand Total:	-864

Request Info	
Type	Budget Amendment
Description	16 Ent Funded Main Ext
Justification	Board Meeting 2/19/2018-Transfer \$432 of undesignated funds to the Enterprise Funded Main Extension project for reimburseables associated with advertising not included in engineering contract.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
448266	398662	2016 Enterprise Fnd Main Ext	Trans Frm Wastewater Fund	432	Increase	Credit
448266	464001	2016 Enterprise Fnd Main Ext	Arch/Engnrg/Legal	432	Increase	Debit

Total	
Grand Total:	864

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
2016 Enterprise Funded Main Extension
(448266)

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 Wastewater Capital Projects Fund:

Wastewater Capital Projects Fund:

Revenues:

Transfer from Wastewater Fund	<u>893,185</u>
Total Wastewater Capital Project Revenues	\$ 893,185

Expenditures:

Arch/Eng/Legal	100,432
Construction	<u>792,753</u>
Total Wastewater Capital Project Expenditures	\$ 893,185

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

Current Funds Appropriated	\$ 893,185
----------------------------	------------

Section 3. The following amounts are hereby appropriated in the Brunswick County Wastewater Fund:

Contribution to Capital Project Fund	\$ 893,185
--------------------------------------	------------

Section 4. This Capital Project Ordinance shall be entered into the minutes of the January 19, 2018 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	2 additional vehicles
Justification	Board Meeting 02/19/2018-Appropriate \$62,300 of building permits revenue for the purchase of 2 additional vehicles for the recent hire of part time fire inspectors.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104350	334300	Bldg/Fire Inspections and CP	Building Permits	62300	Increase	Credit
104350	454000	Bldg/Fire Inspections and CP	Cap Outlay-Vehicle on Road	62300	Increase	Debit

Total	
Grand Total:	124600

Request Info	
Type	Budget Amendment
Description	Sheriff's Office Insurance Proceeds
Justification	Board Meeting 02/19/2018-Appropriate insurance proceeds of \$31,352 for replacement of wrecked vehicles.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	383913	Sheriff's Office	Insurance Refund	31352	Increase	Credit
104310	454000	Sheriff's Office	Cap Outlay-Vehicle on Road	31352	Increase	Debit

Total	
Grand Total:	62704



PAT McCrory
Governor

NICHOLAS J. TENNYSON
Secretary

October 22, 2015

Scott Phillips, Chairman
Brunswick County Commissioners
PO Box 249
Bolivia, NC 28422

Dear Chairman Phillips:

The Board of Transportation's Road/Bridge/Ferry Naming Committee discussed Brunswick County's request to name NC 140 from State Highway 74/76 to State Highway 17 "The Maco Light Freeway" at its October meeting. The Committee approved of your requested naming and would like to make you aware of the following items:

1. Specific location that will be named "The Maco Light Freeway" is State Highway NC 140 from State Highway 74/76 to State Highway 17.
2. The North Carolina Department of Transportation is not responsible for payment or placement of road signs. However, please coordinate placement of signs with Division Engineer Karen Collette.
3. As this is a road naming and not an honorary designation, there may be honorary designations approved along this stretch of roadway should they be requested, meet the criteria of the current Road/Bridge/Ferry Naming Policy and Procedures, and be approved by the Board of Transportation.
4. The Board of Transportation reserves the right to rescind their approval of this road naming should they deem it necessary.

Thank you for your request. If you have any questions please feel free to contact this office (919-707-2500) or Division Engineer Karen Collette (910-341-2000).

Sincerely,

Leigh M. Wing
Assistant to the Chief Engineer

cc: Sandra Fountain, Board Member
John Lennon, Board Member
Karen Collette, PE, Division Engineer
Kevin Lacy, PE, State Traffic Engineer
Jan Clemmons, Brunswick County G.I.S. Department



COUNTY OF BRUNSWICK NORTH CAROLINA

***MONTHLY FINANCIAL STATEMENTS
(UNAUDITED)***

FOR THE PERIOD ENDED JANUARY 31, 2018



COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

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COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

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Summary Information for General and Enterprise Funds as of January 31, 2018:

General Fund:

- Total revenues for the General Fund are \$146.0 million for an increase of \$3.9 million or 2.8% over the same period in the prior year. Ad Valorem taxes have increased \$4.5 million or 4.1%, Deed Stamp excise taxes have increased \$0.5 million or 26.1% while sales tax has increased 8.4% or \$0.9 million. This increase is offset by daycare state revenues that have decreased 1.3 million or 76.5% under the same period in the prior year. This is a result of the state moving to direct paying the daycare providers. Total revenues collected are 80.3% of the amended budget for the fiscal year.
- Total expenditures for the General Fund are \$97.9 million and are 53.2% of the current budget. Total expenditures are more than the expenditures of the same period in the prior year by \$5.0 million or 5.4%. This is a result of a \$0.5 million one time capital outlay purchase in environmental protection, \$1.2 million or 5.7% increase in public safety, and \$1.3 million or 5.5% increase in education which is driven by the increase in property tax. Debt service has also increased due to the early redemption of the 2018 maturity of the 2007B GO Bonds saving the county \$38.8 thousand.
- Net transfers to other funds are \$1.7 million compared to \$7.9 million transfers out for the same period of the prior year. The transfers were to fund various county capital projects.
- Revenues are more than expenditures and net transfers by \$46.8 million for the current period end compared to more than by \$41.2 million at the end of the same period of the prior year.

Water Fund:

- Total revenues for the Water Fund increased 9.6% over the same period in the prior year to \$15.7 million. Wholesale water sales increased 13.0% or 0.4 million and industrial water sales increased \$0.3 million or 27.6% over the same period in the prior year mainly due to PPI rate change. Total revenues are 70.8% of the amended budget for the fiscal year.
- Total expenditures for the Water Fund are \$10.4 million and are 51.6% of current budget. Total expenditures are comparable to the expenditures of the same period in the prior year at a minimal increase of \$0.1 million or 1.4%.
- Net transfers to water capital projects of \$0.6 million decreased compared to transfers of \$4.9 million in the same period of the prior year. The transfers were to fund various water capital projects.
- Revenues are greater than expenditures and net transfers by \$4.6 million compared to less than by \$0.8 million in the same period of the prior year.

Wastewater Fund:

- Total revenues for the Wastewater Fund increased 13.4% over the same period in the prior year to \$14.0 million. Retail wastewater sales slightly increased to \$5.8 million in comparison with the prior year of \$5.5 million while capital recovery revenue increased by \$0.7 million or 52.5%. Total revenues are 62.3% of the amended budget for the fiscal year.
- Total expenditures for the Wastewater Fund remained consistent with a minimal increase over the same period in the prior year to \$8.7 million. Total expenditures are 30.9% of the budget for the fiscal year.
- Net transfers from wastewater capital projects of \$0.8 million increased compared to net transfers out of \$0.5 million in the same period of the prior year. The transfers were to fund various wastewater capital projects.
- Revenues are more than expenditures and net transfers by \$6.1 million compared to more than expenditures by \$3.4 million in the same period of the prior year.

COUNTY OF BRUNSWICK, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS

JANUARY 31, 2018

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents/investments	\$ 123,513,342	\$ 20,429,776	\$ 9,645,032	\$ 1,952,752	\$ 155,540,902
Restricted cash and investments	1,671,161	-	168,880	-	1,840,041
Interest receivable	13,324	3,410	1,694	305	18,733
Taxes receivable - net	7,169,705	-	-	-	7,169,705
Receivables - net	979,898	-	-	-	979,898
Other governmental agencies	356,528	49,766	-	-	406,294
Due from other funds	25,093	-	-	-	25,093
Prepaid expenditures	64,000	-	-	-	64,000
Total assets	<u>\$ 133,793,051</u>	<u>\$ 20,482,952</u>	<u>\$ 9,815,606</u>	<u>\$ 1,953,057</u>	<u>\$ 166,044,666</u>
Liabilities:					
Accounts payable and other liabilities	\$ 4,819,928	\$ 299,577	\$ -	\$ 18,569	\$ 5,138,074
Due to other funds	-	-	-	25,093	25,093
Total liabilities	<u>4,819,928</u>	<u>299,577</u>	<u>-</u>	<u>43,662</u>	<u>5,163,167</u>
Deferred Inflows of Resources:	<u>8,542,387</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>8,542,387</u>
Fund Balances:					
Nonspendable	64,000	-	-	-	64,000
Restricted:					
Stabilization by State Statute	8,264,637	-	-	305	8,264,942
Restricted - other	4,062,946	-	168,880	1,934,183	6,166,009
Committed	214,566	20,183,375	9,646,726	-	30,044,667
Assigned	1,704,369	-	-	-	1,704,369
Unassigned	106,120,218	-	-	(25,093)	106,095,125
Total fund balances	<u>120,430,736</u>	<u>20,183,375</u>	<u>9,815,606</u>	<u>1,909,395</u>	<u>152,339,112</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 133,793,051</u>	<u>\$ 20,482,952</u>	<u>\$ 9,815,606</u>	<u>\$ 1,953,057</u>	<u>\$ 166,044,666</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND
BALANCES - GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED JANUARY 31, 2018

	Major Funds			Non Major	Total
	General	County Capital Project	Education Capital Project	Governmental Funds	Governmental Funds
Revenues:					
Ad valorem taxes	\$ 113,973,649	\$ -	\$ -	\$ -	\$ 113,973,649
Local option sales taxes	11,139,383	-	-	-	11,139,383
Other taxes and licenses	3,273,829	-	-	-	3,273,829
Unrestricted intergovernmental revenues	109,626	-	-	-	109,626
Restricted intergovernmental revenues	8,343,578	352,379	-	541,297	9,237,254
Permits and fees	2,631,353	-	-	92,178	2,723,531
Sales and services	5,710,770	-	-	-	5,710,770
Investment earnings	208,860	57,218	29,354	4,919	300,351
Other	598,332	-	-	-	598,332
Total revenues	<u>145,989,380</u>	<u>409,597</u>	<u>29,354</u>	<u>638,394</u>	<u>147,066,725</u>
Expenditures:					
Current:					
General government	6,516,422	-	-	234,726	6,751,148
Public safety	23,080,806	500	-	390,653	23,471,959
Central services	8,383,171	-	-	-	8,383,171
Human services	14,053,819	-	-	-	14,053,819
Transportation	296,770	362,811	-	-	659,581
Environmental protection	9,360,937	-	-	-	9,360,937
Culture and recreation	2,356,390	3,822,270	-	-	6,178,660
Economic and physical development	3,603,229	9,379	-	-	3,612,608
Education	24,654,948	-	3,981,580	-	28,636,528
Debt Service:					
Principal retirement	4,128,292	-	-	-	4,128,292
Interest and fiscal charges	1,497,575	-	-	-	1,497,575
Total expenditures	<u>97,932,359</u>	<u>4,194,960</u>	<u>3,981,580</u>	<u>625,379</u>	<u>106,734,278</u>
Revenues over (under) expenditures	<u>48,057,021</u>	<u>(3,785,363)</u>	<u>(3,952,226)</u>	<u>13,015</u>	<u>40,332,447</u>
Other Financing Sources (Uses):					
Transfers from other funds	-	1,731,388	-	9,642	1,741,030
Transfers to other funds	(1,741,030)	-	-	-	(1,741,030)
Issuance of long-term debt	505,057	-	-	-	505,057
Total other financing sources (uses)	<u>(1,235,973)</u>	<u>1,731,388</u>	<u>-</u>	<u>9,642</u>	<u>505,057</u>
Net change in fund balance	46,821,048	(2,053,975)	(3,952,226)	22,657	40,837,504
Fund balance, beginning of year	<u>73,609,688</u>	<u>22,237,350</u>	<u>13,767,832</u>	<u>1,886,738</u>	<u>111,501,608</u>
Fund balance, end of year	<u>\$ 120,430,736</u>	<u>\$ 20,183,375</u>	<u>\$ 9,815,606</u>	<u>\$ 1,909,395</u>	<u>\$ 152,339,112</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
 BUDGET AND ACTUAL - GENERAL FUND
 FOR THE PERIOD ENDED JANUARY 31, 2018

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad valorem taxes	\$ 117,785,618	\$ 117,785,618	\$ 113,973,649	\$ (3,811,969)
Local option sales taxes	22,948,324	22,948,324	11,139,383	(11,808,941)
Other taxes and licenses	4,448,000	4,448,000	3,273,829	(1,174,171)
Unrestricted intergovernmental revenues	1,813,000	1,813,000	109,626	(1,703,374)
Restricted intergovernmental revenues	18,831,896	19,293,241	8,343,578	(10,949,663)
Permits and fees	3,727,654	3,783,772	2,631,353	(1,152,419)
Sales and services	10,022,889	10,022,889	5,710,770	(4,312,119)
Investment earnings	100,000	100,000	208,860	108,860
Other	1,171,265	1,355,768	598,332	(757,436)
Total revenues	<u>180,848,646</u>	<u>181,550,612</u>	<u>145,989,380</u>	<u>(35,561,232)</u>
Expenditures:				
Current:				
General government	11,852,362	11,861,754	6,516,422	5,345,332
Central services	14,792,753	15,653,677	8,383,171	7,270,506
Public safety	40,287,133	41,337,997	23,080,806	18,257,191
Transportation	154,730	386,068	296,770	89,298
Environmental protection	15,391,281	15,823,790	9,360,937	6,462,853
Economic and physical development	7,542,060	7,921,447	3,603,229	4,318,218
Human services	29,356,850	30,020,443	14,053,819	15,966,624
Education	42,273,921	42,273,921	24,654,948	17,618,973
Culture and recreation	4,434,525	4,458,934	2,356,390	2,102,544
Debt Service:				
Principal retirement	11,210,001	11,384,001	4,128,292	7,255,709
Interest and fiscal charges	2,608,448	2,608,448	1,497,575	1,110,873
Contingency	400,000	349,810	-	349,810
Total expenditures	<u>180,304,064</u>	<u>184,080,290</u>	<u>97,932,359</u>	<u>86,147,931</u>
Revenues over (under) expenditures	<u>544,582</u>	<u>(2,529,678)</u>	<u>48,057,021</u>	<u>50,586,699</u>
Other Financing Sources (Uses):				
Issuance of long-term debt	-	505,057	505,057	-
Transfers to other funds	(5,424,415)	(5,572,695)	(1,741,030)	3,831,665
Appropriated fund balance	<u>4,879,833</u>	<u>7,586,806</u>	<u>-</u>	<u>(7,586,806)</u>
Total other financing sources (uses)	<u>(544,582)</u>	<u>2,529,678</u>	<u>(1,235,973)</u>	<u>(3,765,651)</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ -</u>	<u>46,821,048</u>	<u>\$ 46,821,048</u>
Fund balance, beginning of year			<u>73,609,688</u>	
Fund balance, end of year			<u>\$ 120,430,736</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2018 AND THE YEAR ENDED JUNE 30, 2017
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>January 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2017</u>	<u>January 31, 2017</u>
Revenues:							
Ad Valorem Taxes:							
Current year taxes	\$ 114,785,618	\$ 114,785,618	\$ 111,343,435	\$ (3,442,183)	97%	\$ 115,195,517	\$ 107,346,522
Prior year taxes	2,300,000	2,300,000	2,053,090	(246,910)	89%	3,504,916	1,660,525
Penalties and interest	700,000	700,000	577,124	(122,876)	82%	1,119,593	425,626
	<u>117,785,618</u>	<u>117,785,618</u>	<u>113,973,649</u>	<u>(3,811,969)</u>	97%	<u>119,820,026</u>	<u>109,432,673</u>
Local Option Sales Taxes:							
Article 39 (1%)	9,581,330	9,581,330	4,950,030	(4,631,300)	52%	9,305,399	4,553,319
Article 40 (1/2%)	6,886,082	6,886,082	3,001,086	(3,884,996)	44%	6,791,631	2,786,037
Article 42 (1/2%)	6,480,912	6,480,912	3,188,267	(3,292,645)	49%	6,367,362	2,932,434
	<u>22,948,324</u>	<u>22,948,324</u>	<u>11,139,383</u>	<u>(11,808,941)</u>	49%	<u>22,464,392</u>	<u>10,271,790</u>
Other Taxes and Licenses:							
Scrap tire disposal fee	160,000	160,000	44,797	(115,203)	28%	214,717	83,799
Deed stamp excise tax	2,800,000	2,800,000	2,223,378	(576,622)	79%	3,263,574	1,763,720
Solid waste tax	48,000	48,000	14,681	(33,319)	31%	65,295	25,907
White goods disposal tax	40,000	40,000	14,106	(25,894)	35%	71,573	23,346
1% Occupancy Tax	1,400,000	1,400,000	976,867	(423,133)	70%	1,472,240	941,269
	<u>4,448,000</u>	<u>4,448,000</u>	<u>3,273,829</u>	<u>(1,174,171)</u>	74%	<u>5,087,399</u>	<u>2,838,041</u>
Unrestricted Intergovernmental:							
Medicaid hold harmless	1,500,000	1,500,000	-	(1,500,000)	0%	3,034,559	136,182
Beer and wine tax	248,000	248,000	-	(248,000)	0%	288,854	-
Jail fees	65,000	65,000	109,626	44,626	169%	175,518	91,644
	<u>1,813,000</u>	<u>1,813,000</u>	<u>109,626</u>	<u>(1,703,374)</u>	6%	<u>3,498,931</u>	<u>227,826</u>
Restricted Intergovernmental:							
State and federal grant	18,685,358	19,146,703	8,236,376	(10,910,327)	43%	20,789,689	10,235,582
ARRA federal grant	4,538	4,538	2,279	(2,259)	50%	6,080	6,080
Court facility fees	130,000	130,000	67,538	(62,462)	52%	158,607	76,145
ABC education requirement	-	-	10,205	10,205	na	6,746	6,746
ABC law enforcement services	2,000	2,000	7,289	5,289	364%	4,885	4,885
State drug tax	10,000	10,000	19,891	9,891	199%	48,345	27,542
	<u>18,831,896</u>	<u>19,293,241</u>	<u>8,343,578</u>	<u>(10,949,663)</u>	43%	<u>21,014,352</u>	<u>10,356,980</u>
Permits and Fees:							
Building permits	1,950,000	2,006,118	1,408,368	(597,750)	70%	2,219,578	1,263,454
Recording Fees	750,000	750,000	467,470	(282,530)	62%	785,011	453,365
Inspection fees	50,000	50,000	34,490	(15,510)	69%	941	(150)
Concealed handgun permit	130,000	130,000	97,420	(32,580)	75%	203,675	119,640
Other permit and fees	847,654	847,654	623,605	(224,049)	74%	884,133	462,995
	<u>3,727,654</u>	<u>3,783,772</u>	<u>2,631,353</u>	<u>(1,152,419)</u>	70%	<u>4,093,338</u>	<u>2,299,304</u>
Sales and Services:							
Solid waste fees	2,100,000	2,100,000	1,315,763	(784,237)	63%	2,582,625	1,302,829
School resource officer reimb.	1,262,709	1,262,709	315,677	(947,032)	25%	1,237,950	324,225
Rents	13,930	13,930	9,778	(4,152)	70%	15,582	8,952
EMS Charges	3,800,000	3,800,000	2,229,895	(1,570,105)	59%	3,691,722	2,215,124
Public health user fees	779,500	779,500	502,716	(276,784)	64%	984,154	527,106
Sheriff animal prot. serv. fees	130,000	130,000	49,707	(80,293)	38%	91,241	51,026
Social services fees	65,400	65,400	36,888	(28,512)	56%	64,753	38,436
Public housing fees	43,800	43,800	1,783	(42,017)	4%	6,787	3,410
Tax collection fees	228,000	228,000	231,565	3,565	102%	239,938	218,876
Other sales and services	953,450	953,450	607,631	(345,819)	64%	1,168,941	745,231
Register of deeds	314,500	314,500	189,638	(124,862)	60%	324,631	184,006

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2018 AND THE YEAR ENDED JUNE 30, 2017
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>January 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2017</u>	<u>January 31, 2017</u>
Sales and Services (continued):							
Marriage licenses	55,000	55,000	31,617	(23,383)	57%	50,218	29,947
Recreation services	276,600	276,600	188,112	(88,488)	68%	264,574	177,476
	<u>10,022,889</u>	<u>10,022,889</u>	<u>5,710,770</u>	<u>(4,312,119)</u>	57%	<u>10,723,116</u>	<u>5,826,644</u>
Investment earnings	<u>100,000</u>	<u>100,000</u>	<u>208,860</u>	<u>108,860</u>	209%	<u>181,510</u>	<u>65,257</u>
Other:							
Tax refunds - sales and gas tax	1,100	1,100	752	(348)	68%	2,232	720
ABC bottles taxes	45,000	45,000	32,918	(12,082)	73%	59,338	29,455
Cnty Brd of Alcohol Control	24,000	24,000	12,000	(12,000)	50%	24,000	6,000
Contributions	8,500	16,320	34,512	18,192	211%	58,429	35,436
Other revenues	1,092,665	1,269,348	518,150	(751,198)	41%	1,956,401	679,716
	<u>1,171,265</u>	<u>1,355,768</u>	<u>598,332</u>	<u>(757,436)</u>	44%	<u>2,100,400</u>	<u>751,327</u>
Total revenues	<u>180,848,646</u>	<u>181,550,612</u>	<u>145,989,380</u>	<u>(35,561,232)</u>	80%	<u>188,983,464</u>	<u>142,069,842</u>
Expenditures:							
General Government:							
Governing Body:							
Salaries	190,893	183,748	110,239	73,509	60%	178,984	99,540
Fringe benefits	32,493	29,914	17,217	12,697	58%	30,241	14,779
Operating costs	61,850	61,850	36,137	25,713	58%	63,352	43,485
	<u>285,236</u>	<u>275,512</u>	<u>163,593</u>	<u>111,919</u>	59%	<u>272,577</u>	<u>157,804</u>
County Administration:							
Salaries	574,332	574,332	342,078	232,254	60%	529,553	299,815
Fringe benefits	173,479	173,479	97,660	75,819	56%	156,224	81,818
Operating costs	24,984	24,984	9,418	15,566	38%	16,920	8,396
	<u>772,795</u>	<u>772,795</u>	<u>449,156</u>	<u>323,639</u>	58%	<u>702,697</u>	<u>390,029</u>
Human Resources:							
Salaries	343,443	343,443	188,031	155,412	55%	308,965	188,707
Fringe benefits	126,106	126,106	64,318	61,788	51%	115,775	62,648
Operating costs	10,935	10,935	2,672	8,263	24%	5,743	4,297
	<u>480,484</u>	<u>480,484</u>	<u>255,021</u>	<u>225,463</u>	53%	<u>430,483</u>	<u>255,652</u>
Finance:							
Salaries	769,712	769,712	438,884	330,828	57%	748,812	428,481
Fringe benefits	259,942	259,942	146,604	113,338	56%	248,694	142,383
Operating costs	420,150	432,093	301,447	130,646	70%	367,763	312,556
	<u>1,449,804</u>	<u>1,461,747</u>	<u>886,935</u>	<u>574,812</u>	61%	<u>1,365,269</u>	<u>883,420</u>
Tax Administration:							
Salaries	2,299,162	2,299,162	1,288,012	1,011,150	56%	2,087,379	1,181,452
Fringe benefits	898,147	898,147	508,398	389,749	57%	840,057	464,656
Operating costs	1,298,487	1,298,487	416,691	881,796	32%	728,601	476,590
	<u>4,495,796</u>	<u>4,495,796</u>	<u>2,213,101</u>	<u>2,282,695</u>	49%	<u>3,656,037</u>	<u>2,122,698</u>
County Attorney:							
Salaries	302,476	302,476	184,928	117,548	61%	296,842	170,798
Fringe benefits	89,899	89,899	53,093	36,806	59%	86,830	49,856
Operating costs	188,700	188,700	71,952	116,748	38%	87,135	37,142
	<u>581,075</u>	<u>581,075</u>	<u>309,973</u>	<u>271,102</u>	53%	<u>470,807</u>	<u>257,796</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2018 AND THE YEAR ENDED JUNE 30, 2017
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	January 31, 2018	Variance Positive (Negative)	% of Budget	June 30, 2017	January 31, 2017
Court Facilities:							
Operating costs	256,955	256,955	131,938	125,017	51%	264,787	127,361
	<u>256,955</u>	<u>256,955</u>	<u>131,938</u>	<u>125,017</u>	51%	<u>264,787</u>	<u>127,361</u>
Board of Elections:							
Salaries	454,324	454,324	229,843	224,481	51%	496,073	365,894
Fringe benefits	127,791	133,543	71,799	61,744	54%	117,061	66,766
Operating costs	178,187	178,187	106,255	71,932	60%	241,255	214,037
Capital outlay	-	-	-	-	na	23,160	23,160
	<u>760,302</u>	<u>766,054</u>	<u>407,897</u>	<u>358,157</u>	53%	<u>877,549</u>	<u>669,857</u>
Register of Deeds:							
Salaries	686,570	686,570	372,064	314,506	54%	629,385	367,943
Fringe benefits	305,319	306,740	168,290	138,450	55%	288,869	161,281
Operating costs	1,778,026	1,778,026	1,158,454	619,572	65%	1,977,531	990,637
	<u>2,769,915</u>	<u>2,771,336</u>	<u>1,698,808</u>	<u>1,072,528</u>	61%	<u>2,895,785</u>	<u>1,519,861</u>
Total general government	<u>11,852,362</u>	<u>11,861,754</u>	<u>6,516,422</u>	<u>5,345,332</u>	55%	<u>10,935,991</u>	<u>6,384,478</u>
Central Services:							
Management Information Systems:							
Salaries	1,053,266	1,056,266	611,528	444,738	58%	1,002,954	566,323
Fringe benefits	354,052	354,052	204,794	149,258	58%	335,781	186,582
Operating costs	1,129,125	1,224,971	402,737	822,234	33%	1,066,021	399,810
Capital outlay	95,000	347,462	28,599	318,863	8%	200,172	96,696
	<u>2,631,443</u>	<u>2,982,751</u>	<u>1,247,658</u>	<u>1,735,093</u>	42%	<u>2,604,928</u>	<u>1,249,411</u>
Service Center:							
Salaries	619,638	619,638	346,912	272,726	56%	572,397	323,070
Fringe benefits	247,560	247,820	137,225	110,595	55%	231,737	126,208
Operating costs	336,700	341,137	14,738	326,399	4%	247,747	(1,431)
Capital outlay	45,500	46,300	46,145	155	100%	143,060	663
	<u>1,249,398</u>	<u>1,254,895</u>	<u>545,020</u>	<u>709,875</u>	43%	<u>1,194,941</u>	<u>448,510</u>
Engineering:							
Salaries	370,682	370,682	215,781	154,901	58%	344,187	192,756
Fringe benefits	122,431	122,431	70,729	51,702	58%	114,010	61,977
Operating costs	74,330	74,330	18,378	55,952	25%	56,321	43,265
Capital outlay	31,000	31,000	30,589	411	99%	26,224	26,224
	<u>598,443</u>	<u>598,443</u>	<u>335,477</u>	<u>262,966</u>	56%	<u>540,742</u>	<u>324,222</u>
Operation Services:							
Salaries	2,215,541	2,215,541	1,213,701	1,001,840	55%	2,032,231	1,175,852
Fringe benefits	951,902	957,198	517,657	439,541	54%	886,150	490,756
Operating costs	3,121,506	3,476,371	1,752,018	1,724,353	50%	3,532,135	1,855,206
Capital outlay	323,500	299,982	299,980	2	100%	368,050	282,440
	<u>6,612,449</u>	<u>6,949,092</u>	<u>3,783,356</u>	<u>3,165,736</u>	54%	<u>6,818,566</u>	<u>3,804,254</u>
Non-departmental:							
Fringe benefits	2,986,897	2,951,130	1,861,715	1,089,415	63%	2,877,082	1,784,374
Operating costs	714,123	917,366	609,945	307,421	66%	735,390	725,025
	<u>3,701,020</u>	<u>3,868,496</u>	<u>2,471,660</u>	<u>1,396,836</u>	64%	<u>3,612,472</u>	<u>2,509,399</u>
Total central services	<u>14,792,753</u>	<u>15,653,677</u>	<u>8,383,171</u>	<u>7,270,506</u>	54%	<u>14,771,649</u>	<u>8,335,796</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2018 AND THE YEAR ENDED JUNE 30, 2017
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	Original Budget	Current Budget	January 31, 2018	Variance Positive (Negative)	% of Budget	June 30, 2017	January 31, 2017
Public Safety:							
District Attorney:							
Operating costs	53,000	53,000	4,060	48,940	8%	35,397	56,465
	<u>53,000</u>	<u>53,000</u>	<u>4,060</u>	<u>48,940</u>	8%	<u>35,397</u>	<u>56,465</u>
Sheriff:							
Salaries	9,352,779	9,361,424	5,351,949	4,009,475	57%	8,513,308	4,876,968
Fringe benefits	3,550,469	3,570,548	2,041,224	1,529,324	57%	3,179,479	1,783,435
Operating costs	2,007,646	2,385,548	1,394,410	991,138	58%	2,274,778	1,361,203
Capital outlay	590,731	929,832	895,856	33,976	96%	771,445	568,448
	<u>15,501,625</u>	<u>16,247,352</u>	<u>9,683,439</u>	<u>6,563,913</u>	60%	<u>14,739,010</u>	<u>8,590,054</u>
Detention Center:							
Salaries	4,132,113	4,132,113	2,342,838	1,789,275	57%	4,007,924	2,329,143
Fringe benefits	1,625,753	1,626,211	871,123	755,088	54%	1,524,686	873,130
Operating costs	2,360,397	2,376,142	1,146,240	1,229,902	48%	2,209,408	1,150,703
Capital outlay	226,290	347,359	21,719	325,640	6%	24,342	11,020
	<u>8,344,553</u>	<u>8,481,825</u>	<u>4,381,920</u>	<u>4,099,905</u>	52%	<u>7,766,360</u>	<u>4,363,996</u>
Emergency Medical:							
Salaries	5,051,285	5,051,285	2,820,028	2,231,257	56%	4,826,140	2,847,456
Fringe benefits	1,767,635	1,767,635	958,832	808,803	54%	1,643,511	932,247
Operating costs	1,409,448	1,430,148	876,450	553,698	61%	1,255,782	747,306
Capital outlay	589,000	671,324	116,573	554,751	17%	213,959	177,131
	<u>8,817,368</u>	<u>8,920,392</u>	<u>4,771,883</u>	<u>4,148,509</u>	53%	<u>7,939,392</u>	<u>4,704,140</u>
Emergency Management:							
Salaries	257,893	257,893	151,661	106,232	59%	312,106	213,485
Fringe benefits	80,734	81,264	47,491	33,773	58%	104,100	65,297
Operating costs	290,025	314,632	126,618	188,014	40%	321,750	143,564
Capital outlay	96,100	219,912	41,306	178,606	19%	23,915	-
	<u>724,752</u>	<u>873,701</u>	<u>367,076</u>	<u>506,625</u>	42%	<u>761,871</u>	<u>422,346</u>
Other Agencies:							
Fire districts	640,990	640,990	355,142	285,848	55%	783,663	499,734
Rescue Squads	318,500	330,000	150,250	179,750	46%	472,530	192,275
	<u>959,490</u>	<u>970,990</u>	<u>505,392</u>	<u>465,598</u>	52%	<u>1,256,193</u>	<u>692,009</u>
Building/Fire Inspections and Central Permitting							
Salaries	1,351,504	1,254,895	743,572	511,323	59%	1,236,670	663,524
Fringe benefits	497,242	458,883	237,997	220,886	52%	425,688	225,040
Operating costs	197,834	179,609	83,436	96,173	46%	114,469	65,021
Capital outlay	146,167	146,167	144,974	1,193	99%	102,992	74,935
	<u>2,192,747</u>	<u>2,039,554</u>	<u>1,209,979</u>	<u>829,575</u>	59%	<u>1,879,819</u>	<u>1,028,520</u>
Central Communications:							
Salaries	1,472,422	1,474,422	811,727	662,695	55%	1,386,432	811,762
Fringe benefits	584,734	589,284	318,269	271,015	54%	576,871	311,947
Operating costs	215,521	215,746	100,033	115,713	46%	130,672	67,435
Capital outlay	300,107	297,882	221,980	75,902	75%	48,570	48,570
	<u>2,572,784</u>	<u>2,577,334</u>	<u>1,452,009</u>	<u>1,125,325</u>	56%	<u>2,142,545</u>	<u>1,239,714</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2018 AND THE YEAR ENDED JUNE 30, 2017
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	Original Budget	Current Budget	January 31, 2018	Variance Positive (Negative)	% of Budget	June 30, 2017	January 31, 2017
Animal Protective Services:							
Salaries	546,714	546,714	315,678	231,036	58%	560,467	330,815
Fringe benefits	222,618	222,618	130,169	92,449	58%	222,176	127,560
Operating costs	277,190	330,225	186,179	144,046	56%	275,844	162,751
Capital outlay	74,292	74,292	73,022	1,270	98%	112,706	112,706
	<u>1,120,814</u>	<u>1,173,849</u>	<u>705,048</u>	<u>468,801</u>	60%	<u>1,171,193</u>	<u>733,832</u>
Total public safety	<u>40,287,133</u>	<u>41,337,997</u>	<u>23,080,806</u>	<u>18,257,191</u>	56%	<u>37,691,780</u>	<u>21,831,076</u>
Transportation:							
Cape Fear Regional Jetport	97,000	97,000	72,750	24,250	75%	97,000	72,750
Odell Williamson Mun. Air.	27,500	27,500	20,625	6,875	75%	27,500	20,625
Cape Fear Transp. Authority	30,230	30,230	30,230	-	100%	29,350	29,350
Brunswick Transit System	-	231,338	173,165	58,173	75%	225,953	110,130
Total transportation	<u>154,730</u>	<u>386,068</u>	<u>296,770</u>	<u>89,298</u>	77%	<u>379,803</u>	<u>232,855</u>
Environmental Protection:							
Solid Waste:							
Salaries	317,162	317,162	178,731	138,431	56%	284,499	171,968
Fringe benefits	129,872	129,872	71,891	57,981	55%	119,897	68,615
Operating costs	14,583,278	14,616,490	8,491,757	6,124,733	58%	14,003,259	8,059,450
Capital outlay	134,000	533,297	533,296	1	100%	74,885	74,885
	<u>15,164,312</u>	<u>15,596,821</u>	<u>9,275,675</u>	<u>6,321,146</u>	59%	<u>14,482,540</u>	<u>8,374,918</u>
Other:							
Forestry services	226,969	226,969	85,262	141,707	38%	188,513	95,570
	<u>226,969</u>	<u>226,969</u>	<u>85,262</u>	<u>141,707</u>	38%	<u>188,513</u>	<u>95,570</u>
Total environmental protection	<u>15,391,281</u>	<u>15,823,790</u>	<u>9,360,937</u>	<u>6,462,853</u>	59%	<u>14,671,053</u>	<u>8,470,488</u>
Economic Development:							
Zoning/Solid Waste Enforcement:							
Salaries	-	135,480	68,625	66,855	51%	-	-
Fringe benefits	-	55,606	27,155	28,451	49%	-	-
Operating costs	-	18,225	6,007	12,218	33%	-	-
	<u>-</u>	<u>209,311</u>	<u>101,787</u>	<u>107,524</u>	49%	<u>-</u>	<u>-</u>
Planning:							
Salaries	399,016	399,016	244,692	154,324	61%	502,386	294,660
Fringe benefits	137,487	137,487	80,797	56,690	59%	171,287	99,671
Operating costs	150,620	252,887	55,972	196,915	22%	167,115	110,853
	<u>687,123</u>	<u>789,390</u>	<u>381,461</u>	<u>407,929</u>	48%	<u>840,788</u>	<u>505,184</u>
Cooperative Extension:							
Salaries	301,981	342,285	152,825	189,460	45%	291,813	152,854
Fringe benefits	141,864	144,947	51,870	93,077	36%	109,042	44,945
Operating costs	113,633	127,629	49,530	78,099	39%	116,061	53,219
	<u>557,478</u>	<u>614,861</u>	<u>254,225</u>	<u>360,636</u>	41%	<u>516,916</u>	<u>251,018</u>
Soil and Water Conservation:							
Salaries	153,141	153,141	90,142	62,999	59%	149,222	87,481
Fringe benefits	59,228	59,228	34,535	24,693	58%	57,091	32,532
Operating costs	17,500	20,250	9,509	10,741	47%	16,071	9,134
	<u>229,869</u>	<u>232,619</u>	<u>134,186</u>	<u>98,433</u>	58%	<u>222,384</u>	<u>129,147</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2018 AND THE YEAR ENDED JUNE 30, 2017
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	Original Budget	Current Budget	January 31, 2018	Variance Positive (Negative)	% of Budget	June 30, 2017	January 31, 2017
Public Housing Section 8:							
Salaries	147,863	147,863	82,306	65,557	56%	136,979	76,494
Fringe benefits	58,147	58,147	34,355	23,792	59%	52,900	30,901
Operating costs	2,170,980	2,178,656	1,151,291	1,027,365	53%	1,916,791	1,138,214
	<u>2,376,990</u>	<u>2,384,666</u>	<u>1,267,952</u>	<u>1,116,714</u>	53%	<u>2,106,670</u>	<u>1,245,609</u>
Economic Development:							
Salaries	-	35,327	27,539	7,788	78%	-	-
Fringe benefits	-	2,695	2,107	588	78%	-	-
Operating costs	425,000	386,978	289,105	97,873	75%	-	-
	<u>425,000</u>	<u>425,000</u>	<u>318,751</u>	<u>106,249</u>	75%	<u>-</u>	<u>-</u>
1% Occupancy Tax:							
Operating costs	1,400,000	1,400,000	976,867	423,133	70%	1,472,240	941,269
Other Economic Development:							
Oak Island Beach Abatement & Renourishment	-	-	-	-	na	166,666	166,666
Holden Beach Special Obligation Bond	1,461,600	1,461,600	-	1,461,600	0%	-	-
Lockwood Folly & Shallotte Dredging	-	177,875	-	177,875	0%	140,000	-
Reserve for shoreline	404,000	226,125	168,000	58,125	74%	76,000	-
	<u>1,865,600</u>	<u>1,865,600</u>	<u>168,000</u>	<u>1,697,600</u>	9%	<u>382,666</u>	<u>166,666</u>
Total economic development	<u>7,542,060</u>	<u>7,921,447</u>	<u>3,603,229</u>	<u>4,318,218</u>	45%	<u>5,541,664</u>	<u>3,238,893</u>
Human Services:							
Health:							
Administration:							
Salaries	2,430,361	2,430,361	1,186,966	1,243,395	49%	2,341,582	1,359,508
Fringe benefits	1,262,670	1,262,670	660,990	601,680	52%	1,132,253	655,524
Operating costs	261,800	484,802	310,964	173,838	64%	197,874	115,586
Capital outlay	85,000	85,000	55,457	29,543	65%	-	-
	<u>4,039,831</u>	<u>4,262,833</u>	<u>2,214,377</u>	<u>2,048,456</u>	52%	<u>3,671,709</u>	<u>2,130,618</u>
Communicable Diseases:							
Operating costs	413,700	413,700	237,784	175,916	57%	336,799	246,642
Adult Health Maintenance:							
Operating costs	303,855	253,855	68,601	185,254	27%	384,936	59,323
	<u>303,855</u>	<u>253,855</u>	<u>68,601</u>	<u>185,254</u>	27%	<u>384,936</u>	<u>59,323</u>
Senior Health							
Salaries	50,736	50,736	31,977	18,759	63%	49,462	28,231
Fringe benefits	21,117	21,117	12,084	9,033	57%	20,400	11,609
Operating costs	3,835	3,835	2,104	1,731	55%	3,515	2,112
	<u>75,688</u>	<u>75,688</u>	<u>46,165</u>	<u>29,523</u>	61%	<u>73,377</u>	<u>41,952</u>
Maternal and Child Health:							
Salaries	362,805	362,805	205,791	157,014	57%	353,136	203,442
Fringe benefits	157,858	157,858	86,784	71,074	55%	151,671	87,624
Operating costs	605,940	605,940	247,160	358,780	41%	565,663	296,914
	<u>1,126,603</u>	<u>1,126,603</u>	<u>539,735</u>	<u>586,868</u>	48%	<u>1,070,470</u>	<u>587,980</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2018 AND THE YEAR ENDED JUNE 30, 2017
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	Original Budget	Current Budget	January 31, 2018	Variance Positive (Negative)	% of Budget	June 30, 2017	January 31, 2017
Environmental Health:							
Salaries	998,696	998,696	566,764	431,932	57%	907,276	505,539
Fringe benefits	353,248	353,248	197,032	156,216	56%	317,092	173,515
Operating costs	219,971	201,836	75,723	126,113	38%	187,867	89,707
Capital outlay	-	18,135	-	18,135	0%	66,080	-
	<u>1,571,915</u>	<u>1,571,915</u>	<u>839,519</u>	<u>732,396</u>	53%	<u>1,478,315</u>	<u>768,761</u>
Total health	<u>7,531,592</u>	<u>7,704,594</u>	<u>3,946,181</u>	<u>3,758,413</u>	51%	<u>7,015,606</u>	<u>3,835,276</u>
Veterans' Services:							
Salaries	141,180	141,180	75,327	65,853	53%	128,024	73,212
Fringe benefits	59,093	59,093	31,495	27,598	53%	52,601	30,270
Operating costs	14,985	14,985	6,999	7,986	47%	14,041	6,700
Total veterans' services	<u>215,258</u>	<u>215,258</u>	<u>113,821</u>	<u>101,437</u>	53%	<u>194,666</u>	<u>110,182</u>
Social Services:							
Administration:							
Salaries	6,976,135	6,976,135	3,849,253	3,126,882	55%	6,420,809	3,746,968
Fringe benefits	3,571,351	3,571,351	1,984,665	1,586,686	56%	3,330,892	1,877,305
Operating costs	2,901,602	3,031,722	1,545,520	1,486,202	51%	3,168,650	1,730,580
Capital outlay	225,000	258,718	113,056	145,662	44%	164,968	46,922
	<u>13,674,088</u>	<u>13,837,926</u>	<u>7,492,494</u>	<u>6,345,432</u>	54%	<u>13,085,319</u>	<u>7,401,775</u>
Other Operating Costs:							
Medical assistance	20,000	20,000	253	19,747	1%	7,455	1,230
Aid to the blind	5,910	5,910	-	5,910	0%	5,043	5,043
Adoption assistance	280,000	280,000	141,286	138,714	50%	238,273	138,482
Special assistance	470,000	470,000	225,252	244,748	48%	427,626	257,853
Foster care	950,000	950,000	203,599	746,401	21%	606,233	370,834
State foster home	335,000	335,000	136,623	198,377	41%	272,178	133,257
Special assistance	1,800	26,921	8,693	18,228	32%	-	-
Day care	3,546,054	3,546,054	397,021	3,149,033	11%	4,062,307	2,018,290
Special child adopt. assistance	-	173,745	40,766	132,979	23%	34,205	13,132
	<u>5,608,764</u>	<u>5,807,630</u>	<u>1,153,493</u>	<u>4,654,137</u>	20%	<u>5,653,320</u>	<u>2,938,121</u>
Total social services	<u>19,282,852</u>	<u>19,645,556</u>	<u>8,645,987</u>	<u>10,999,569</u>	44%	<u>18,738,639</u>	<u>10,339,896</u>
Other Human Services:							
Trillium Health Resources	250,443	250,443	62,608	187,835	25%	-	-
Brunswick Senior Resources	2,076,705	2,076,705	1,211,411	865,294	58%	1,650,000	962,500
Other human services	-	127,887	73,811	54,076	58%	130,089	74,717
	<u>2,327,148</u>	<u>2,455,035</u>	<u>1,347,830</u>	<u>1,107,205</u>	55%	<u>1,780,089</u>	<u>1,037,217</u>
Total human services	<u>29,356,850</u>	<u>30,020,443</u>	<u>14,053,819</u>	<u>15,966,624</u>	47%	<u>27,729,000</u>	<u>15,322,571</u>
Education:							
Public schools	37,298,995	37,298,995	21,757,750	15,541,245	58%	35,410,920	20,656,370
Public schools - capital outlay	782,496	782,496	456,456	326,040	58%	742,886	433,350
Community college	4,124,430	4,124,430	2,401,075	1,723,355	58%	3,868,761	2,275,528
Community college - cap. out.	68,000	68,000	39,667	28,333	58%	-	-
Total education	<u>42,273,921</u>	<u>42,273,921</u>	<u>24,654,948</u>	<u>17,618,973</u>	58%	<u>40,022,567</u>	<u>23,365,248</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2018 AND THE YEAR ENDED JUNE 30, 2017
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>January 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2017</u>	<u>January 31, 2017</u>
Culture and Recreation:							
Parks and Recreation:							
Administration:							
Salaries	642,136	642,136	371,566	270,570	58%	587,275	339,871
Fringe benefits	191,792	191,792	109,803	81,989	57%	181,643	104,143
Operating costs	627,326	632,326	287,867	344,459	46%	520,625	293,919
Capital outlay	40,000	40,000	-	40,000	0%	706,301	107,037
	<u>1,501,254</u>	<u>1,506,254</u>	<u>769,236</u>	<u>737,018</u>	51%	<u>1,995,844</u>	<u>844,970</u>
Maintenance:							
Salaries	767,402	767,402	432,083	335,319	56%	715,644	426,654
Fringe benefits	305,925	305,925	174,137	131,788	57%	289,076	160,573
Operating costs	424,320	446,129	211,825	234,304	47%	451,780	163,246
Capital outlay	99,000	96,600	40,621	55,979	42%	72,085	23,412
	<u>1,596,647</u>	<u>1,616,056</u>	<u>858,666</u>	<u>757,390</u>	53%	<u>1,528,585</u>	<u>773,885</u>
Total Parks and Recreation	<u>3,097,901</u>	<u>3,122,310</u>	<u>1,627,902</u>	<u>1,494,408</u>	52%	<u>3,524,429</u>	<u>1,618,855</u>
Brunswick County Library:							
Salaries	743,196	743,196	420,717	322,479	57%	696,608	396,826
Fringe benefits	308,328	308,328	174,791	133,537	57%	291,509	162,483
Operating costs	285,100	285,100	132,980	152,120	47%	260,037	135,238
Capital outlay	-	-	-	-	na	19,513	19,513
	<u>1,336,624</u>	<u>1,336,624</u>	<u>728,488</u>	<u>608,136</u>	55%	<u>1,267,667</u>	<u>714,060</u>
Total culture and recreation	<u>4,434,525</u>	<u>4,458,934</u>	<u>2,356,390</u>	<u>2,102,544</u>	53%	<u>4,792,096</u>	<u>2,332,915</u>
Debt Service:							
Principal retirement	11,210,001	11,384,001	4,128,292	7,255,709	36%	11,295,000	1,700,000
Interest and fees	2,608,448	2,608,448	1,497,575	1,110,873	57%	3,024,355	1,725,903
Total debt service	<u>13,818,449</u>	<u>13,992,449</u>	<u>5,625,867</u>	<u>8,366,582</u>	40%	<u>14,319,355</u>	<u>3,425,903</u>
Contingency:							
Operating Costs	400,000	349,810	-	349,810	0%	-	-
Total expenditures	<u>180,304,064</u>	<u>184,080,290</u>	<u>97,932,359</u>	<u>86,147,931</u>	53%	<u>170,854,958</u>	<u>92,940,223</u>
Revenues over (under) expenditures	<u>544,582</u>	<u>(2,529,678)</u>	<u>48,057,021</u>	<u>50,586,699</u>	-1900%	<u>18,128,506</u>	<u>49,129,619</u>
Other Financing Sources (Uses):							
Issuance of long-term debt	-	505,057	505,057	-	100%	-	-
Transfers From Other Funds:							
Transfer from county capital project fund	-	10,510	-	(10,510)	0%	-	-

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2018 AND THE YEAR ENDED JUNE 30, 2017
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>January 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2017</u>	<u>January 31, 2017</u>
Transfers To Other Funds:							
Transfer to county capital projects fund	(1,592,750)	(1,731,388)	(1,731,388)	-	100%	(10,925,406)	(7,940,579)
Transfer to grant projects funds	-	(9,642)	(9,642)	-	100%	-	-
Transfer to school capital projects fund	(3,831,665)	(3,831,665)	-	3,831,665	0%	(5,958,284)	-
	<u>(5,424,415)</u>	<u>(5,572,695)</u>	<u>(1,741,030)</u>	<u>3,831,665</u>	31%	<u>(16,883,690)</u>	<u>(7,940,579)</u>
Budgetary Financing Sources (Uses):							
Appropriated fund balance	<u>4,879,833</u>	<u>7,586,806</u>	-	(7,586,806)	0%	-	-
Total other financing sources (uses)	<u>(544,582)</u>	<u>2,529,678</u>	<u>(1,235,973)</u>	<u>(3,765,651)</u>	-49%	<u>(16,883,690)</u>	<u>(7,940,579)</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	46,821,048	<u>\$ 46,821,048</u>		1,244,816	41,189,040
Fund balance, beginning of year			<u>73,609,688</u>			<u>72,364,872</u>	<u>72,364,872</u>
Fund balance, end of year			<u>\$ 120,430,736</u>			<u>\$ 73,609,688</u>	<u>\$ 113,553,912</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - COUNTY CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED JANUARY 31, 2018

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental-NC Dept. of Transportation	\$ 21,057,665	\$ 16,500,651	\$ 352,379	\$ 16,853,030
Restricted intergovernmental-NC Parks & Rec. Trust Fund	1,609,854	859,354	-	859,354
Investment earnings	144,268	222,925	57,218	280,143
Performance bonds	4,213,721	4,213,721	-	4,213,721
Other	694,962	639,049	-	639,049
Total revenues	<u>27,720,470</u>	<u>22,435,700</u>	<u>409,597</u>	<u>22,845,297</u>
Expenditures:				
General Government:				
Future Capital Projects	<u>774,250</u>	<u>-</u>	<u>-</u>	<u>-</u>
Public Safety:				
Sheriff's Firing Range	<u>2,551,865</u>	<u>2,551,365</u>	<u>500</u>	<u>2,551,865</u>
Environmental protection:				
Future Capital Projects	<u>8,767,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Economic Development:				
Avalon	3,922,845	3,902,956	9,379	3,912,335
Springlake at Maritime Shores	<u>274,585</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>4,197,430</u>	<u>3,902,956</u>	<u>9,379</u>	<u>3,912,335</u>
Cultural and recreation:				
OIB Park Improvements	732,000	159,085	143,451	302,536
Town Creek Park Improvements	5,194,682	5,194,682	-	5,194,682
Waccamaw Park Improvements	3,700,717	3,676,495	15,106	3,691,601
Smithville Park Improvements	5,913,666	1,519,825	2,893,345	4,413,170
Holden Beach Park Improvements	525,583	-	-	-
Leland Senior Center	2,839,996	2,839,995	-	2,839,995
District 1 Senior Center	2,403,714	832,331	770,368	1,602,699
Future Capital Projects	<u>5,180,453</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>26,490,811</u>	<u>14,222,413</u>	<u>3,822,270</u>	<u>18,044,683</u>
Transportation:				
Airport Improvements	<u>22,427,715</u>	<u>18,542,383</u>	<u>362,811</u>	<u>18,905,194</u>
Education:				
Future Capital Projects	<u>2,043,799</u>	<u>-</u>	<u>-</u>	<u>-</u>
Other:				
Future Capital Projects	<u>1,200,889</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>68,453,759</u>	<u>39,219,117</u>	<u>4,194,960</u>	<u>43,414,077</u>
Revenues over (under) expenditures	<u>(40,733,289)</u>	<u>(16,783,417)</u>	<u>(3,785,363)</u>	<u>(20,568,780)</u>
Other Financing Sources (Uses):				
Appropriated fund balance	8,470,593	-	-	-
Transfer from general fund	34,252,135	32,520,750	1,731,388	34,252,138
Transfer to general fund	<u>(1,989,439)</u>	<u>(1,989,439)</u>	<u>-</u>	<u>(1,989,439)</u>
Total other financing sources (uses)	<u>40,733,289</u>	<u>30,531,311</u>	<u>1,731,388</u>	<u>32,262,699</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 13,747,894</u>	<u>(2,053,975)</u>	<u>\$ 11,693,919</u>
Fund balance, beginning of year			<u>22,237,350</u>	
Fund balance, end of year			<u>\$ 20,183,375</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - EDUCATION CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED JANUARY 31, 2018

	Project Budget	Prior Years	Actual Current Year	Total to Date
Revenues:				
NC Public Education Lottery	\$ 7,082,039	\$ 7,092,797	\$ -	\$ 7,092,797
Investment earnings	1,199,342	1,352,633	29,054	1,381,687
Investment earnings-debt proceeds	26,071	28,578	300	28,878
Total revenues	<u>8,307,452</u>	<u>8,474,008</u>	<u>29,354</u>	<u>8,503,362</u>
Expenditures:				
Brunswick County Schools	74,245,588	57,805,622	3,980,430	61,786,052
Brunswick Community College	31,665,911	31,522,340	1,150	31,523,490
Total expenditures	<u>105,911,499</u>	<u>89,327,962</u>	<u>3,981,580</u>	<u>93,309,542</u>
Revenues over (under) expenditures	(97,604,047)	(80,853,954)	(3,952,226)	(84,806,180)
Other Financing Sources (Uses):				
Transfer from general fund	48,985,888	45,993,451	-	45,993,451
Transfer to general fund	(314,013)	(314,013)	-	(314,013)
Premium on bonds issued	2,269,961	1,874,936	-	1,874,936
Debt financing issued	40,119,705	40,515,000	-	40,515,000
Appropriated fund balance	6,542,506	-	-	-
Total other financing sources (uses)	<u>97,604,047</u>	<u>88,069,374</u>	<u>-</u>	<u>88,069,374</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 7,215,420</u>	(3,952,226)	<u>\$ 3,263,194</u>
Fund balance, beginning of year			<u>13,767,832</u>	
Fund balance, end of year			<u>\$ 9,815,606</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED JANUARY 31, 2018

	Emergency Telephone System Fund	Grant Project	ROD- Technology Enhancement Fund	Total
Assets:				
Cash and cash equivalents/investments	1,072,261	2,991	877,500	1,952,752
Interest receivable	169	-	136	305
Total assets	<u>1,072,430</u>	<u>2,991</u>	<u>877,636</u>	<u>1,953,057</u>
Liabilities:				
Accounts payable and other liabilities	11,406	2,991	4,172	18,569
Due to other funds	-	25,093	-	25,093
Total liabilities	<u>11,406</u>	<u>28,084</u>	<u>4,172</u>	<u>43,662</u>
Fund Balance:				
Stabilization by State Statute	169	-	136	305
Restricted - other	1,060,855	-	873,328	1,934,183
Unassigned	-	(25,093)	-	(25,093)
Total fund balances	<u>1,061,024</u>	<u>(25,093)</u>	<u>873,464</u>	<u>1,909,395</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 1,072,430</u>	<u>\$ 2,991</u>	<u>\$ 877,636</u>	<u>\$ 1,953,057</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED JANUARY 31, 2018

	Emergency Telephone System Fund	Grant Project	ROD- Technology Enhancement Fund	Total
Revenues:				
Restricted intergovernmental	\$ 391,212	\$ 150,085	\$ -	\$ 541,297
Permits and fees	-	-	92,178	92,178
Investment earnings	2,710	-	2,209	4,919
Total revenues	<u>393,922</u>	<u>150,085</u>	<u>94,387</u>	<u>638,394</u>
Expenditures:				
General government	-	175,178	59,548	234,726
Public safety	390,653	-	-	390,653
Total expenditures	<u>390,653</u>	<u>175,178</u>	<u>59,548</u>	<u>625,379</u>
Revenues over (under) expenditures	3,269	(25,093)	34,839	13,015
Other Financing Sources:				
Transfers from general fund	-	9,642	-	9,642
Net change in fund balances	3,269	(15,451)	34,839	22,657
Fund balance, beginning of year	<u>1,057,755</u>	<u>(9,642)</u>	<u>838,625</u>	<u>1,886,738</u>
Fund balance, end of year	<u>\$ 1,061,024</u>	<u>\$ (25,093)</u>	<u>\$ 873,464</u>	<u>\$ 1,909,395</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - EMERGENCY TELEPHONE SYSTEM FUND
FOR THE PERIOD ENDED JANUARY 31, 2018 AND THE YEAR ENDED JUNE 30, 2017**

	Budget	January 31, 2018	Variance Positive (Negative)	June 30, 2017	January 31, 2017
Revenues:					
Restricted intergovernmental	\$ 782,423	\$ 391,212	\$ (391,211)	\$ 710,611	\$ 355,305
Investment earnings	-	2,710	2,710	1,695	660
Total revenues	<u>782,423</u>	<u>393,922</u>	<u>(388,501)</u>	<u>712,306</u>	<u>355,965</u>
Expenditures:					
Operating costs	730,673	240,452	490,221	440,611	279,668
Capital outlay	550,000	98,451	451,549	-	-
911 Center Grant	51,750	51,750	-	-	-
Total expenditures	<u>1,332,423</u>	<u>390,653</u>	<u>941,770</u>	<u>440,611</u>	<u>279,668</u>
Revenues over (under) expenditures	(550,000)	3,269	553,269	271,695	76,297
Other Financing Sources (Uses):					
Appropriated fund balance	<u>550,000</u>	<u>-</u>	<u>(550,000)</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ -</u>	<u>3,269</u>	<u>\$ 3,269</u>	<u>271,695</u>	<u>76,297</u>
Fund balance, beginning of year		<u>1,057,755</u>		<u>786,060</u>	<u>786,060</u>
Fund balance, end of year		<u>\$ 1,061,024</u>		<u>\$ 1,057,755</u>	<u>\$ 862,357</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO
ACTUAL - GRANT PROJECT FUND
FROM INCEPTION AND FOR THE PERIOD ENDED JANUARY 31, 2018**

		Actual		
	Project Authorization	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental	\$ 1,216,037	\$ 703,956	\$ 150,085	\$ 854,041
Total revenues	<u>1,216,037</u>	<u>703,956</u>	<u>150,085</u>	<u>854,041</u>
Expenditures:				
Courts Adult Drug Court	\$ 231,395	\$ 219,289	\$ -	\$ 219,289
SAMHSA	<u>975,000</u>	<u>484,667</u>	<u>175,178</u>	<u>659,845</u>
Total expenditures	<u>1,206,395</u>	<u>703,956</u>	<u>175,178</u>	<u>879,134</u>
Revenues over (under) expenditures	9,642	-	(25,093)	(25,093)
Other Financing Sources (Uses):				
Transfers from general fund	<u>9,642</u>	<u>-</u>	<u>9,642</u>	<u>9,642</u>
Net change in fund balance	<u>\$ 19,284</u>	<u>\$ -</u>	<u>(15,451)</u>	<u>\$ (15,451)</u>
Fund balance, beginning of year			<u>(9,642)</u>	
Fund balance, end of year			<u>\$ (25,093)</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
 ACTUAL AND CHANGES IN FUND BALANCE -
 REGISTER OF DEEDS TECHNOLOGY ENHANCEMENT FUND
 FOR THE PERIOD ENDED JANUARY 31, 2018 AND THE YEAR ENDED JUNE 30, 2017**

	Budget	January 31, 2018	Variance Positive (Negative)	June 30, 2017	January 31, 2017
Revenues:					
Permits and fees	\$ 159,000	\$ 92,178	\$ (66,822)	\$ 156,779	\$ 91,250
Investment earnings	1,300	2,209	909	1,756	757
Total revenues	<u>160,300</u>	<u>94,387</u>	<u>(65,913)</u>	<u>158,535</u>	<u>92,007</u>
Expenditures:					
General government	<u>209,791</u>	<u>59,548</u>	<u>150,243</u>	<u>131,310</u>	<u>59,844</u>
Revenues over (under) expenditures	<u>(49,491)</u>	<u>34,839</u>	<u>84,330</u>	<u>27,225</u>	<u>32,163</u>
Other Financing Sources (Uses):					
Appropriated fund balance	<u>49,491</u>	<u>-</u>	<u>(49,491)</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ -</u>	<u>34,839</u>	<u>\$ 34,839</u>	<u>27,225</u>	<u>32,163</u>
Fund balance, beginning of year		<u>838,625</u>		<u>811,400</u>	<u>811,400</u>
Fund balance, end of year		<u>\$ 873,464</u>		<u>\$ 838,625</u>	<u>\$ 843,563</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WATER FUND (NON-GAAP)
JANUARY 31, 2018

	Water Fund	Water Capital Projects	Total
Current Assets:			
Cash, cash equivalents and investments	\$ 26,536,722	\$ 6,362,883	\$ 32,899,605
Restricted cash	2,876,804	-	2,876,804
Interest receivable	4,250	1,045	5,295
Receivables and special assessments, net	2,727,329	-	2,727,329
Due from other governmental agencies	127,509	-	127,509
Inventories	1,405,964	-	1,405,964
Total current assets	<u>33,678,578</u>	<u>6,363,928</u>	<u>40,042,506</u>
Current Liabilities:			
Accounts payable and other liabilities	364,191	50,458	414,649
Customer deposits	1,847,442	-	1,847,442
Interest payable	275,467	-	275,467
Current portion of debt	1,324,810	-	1,324,810
Total current liabilities	<u>3,811,910</u>	<u>50,458</u>	<u>3,862,368</u>
Expendable net position	29,866,668	6,313,470	36,180,138
Noncurrent Items:			
Non-depreciable capital assets	6,511,944	-	6,511,944
Depreciable capital assets, net	150,037,998	-	150,037,998
Deferred outflow	1,086,412	-	1,086,412
Pension liability	(1,165,767)	-	(1,165,767)
Compensated absences	(362,090)	-	(362,090)
Other post-employment benefits	(4,351,734)	-	(4,351,734)
Non-current portion of debt	(23,275,830)	-	(23,275,830)
Deferred inflow	(206,701)	-	(206,701)
Total net position	<u>\$ 158,140,900</u>	<u>\$ 6,313,470</u>	<u>\$ 164,454,370</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WATER SYSTEM
 OPERATING FUND (NON-GAAP)
 FOR THE PERIOD ENDED JANUARY 31, 2018 AND THE YEAR ENDED JUNE 30, 2017
 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>January 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2017</u>	<u>January 31, 2017</u>
Revenues:							
User charges	\$ 21,244,250	\$ 21,388,600	\$ 15,164,300	\$ (6,224,300)	71%	\$ 22,676,369	\$ 13,919,271
Restricted intergovernmental	-	216,000	216,000	-	100%	52,684	-
Investment earnings	30,000	30,000	70,451	40,451	235%	48,375	20,072
Other	<u>475,669</u>	<u>475,669</u>	<u>200,089</u>	<u>(275,580)</u>	42%	<u>903,742</u>	<u>336,750</u>
Total revenues	<u>21,749,919</u>	<u>22,110,269</u>	<u>15,650,840</u>	<u>(6,459,429)</u>	71%	<u>23,681,170</u>	<u>14,276,093</u>
Expenditures:							
Salaries	4,619,624	4,673,778	2,585,195	2,088,583	55%	4,377,828	2,591,602
Fringe benefits	2,045,360	2,049,202	1,138,620	910,582	56%	1,839,538	1,052,130
Operating expenditures	6,814,283	7,242,951	3,957,570	3,285,381	55%	6,507,737	3,839,004
Repairs and maintenance	1,547,706	1,817,860	1,023,289	794,571	56%	1,514,528	1,078,424
Capital outlay	1,855,500	2,049,826	809,249	1,240,577	39%	1,542,206	794,813
Debt Service:							
Principal	1,179,150	1,179,150	253,670	925,480	22%	1,146,444	245,462
Interest	<u>1,072,793</u>	<u>1,072,793</u>	<u>599,471</u>	<u>473,322</u>	56%	<u>1,106,861</u>	<u>620,517</u>
Total expenditures	<u>19,134,416</u>	<u>20,085,560</u>	<u>10,367,064</u>	<u>9,718,496</u>	52%	<u>18,035,142</u>	<u>10,221,952</u>
Revenues over (under) expenditures	2,615,503	2,024,709	5,283,776	3,259,067	261%	5,646,028	4,054,141
Other Financing Sources (Uses):							
Transfer to water capital project fund	(2,615,503)	(2,542,507)	(635,000)	1,907,507	25%	(5,715,725)	(4,865,725)
Appropriated net positon	-	517,798	-	(517,798)	0%	-	-
Total other fin. sources (uses)	<u>(2,615,503)</u>	<u>(2,024,709)</u>	<u>(635,000)</u>	<u>1,389,709</u>	31%	<u>(5,715,725)</u>	<u>(4,865,725)</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,648,776</u>	<u>\$ 4,648,776</u>		<u>\$ (69,697)</u>	<u>\$ (811,584)</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL -
WATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED JANUARY 31, 2018**

		Actual		
	Project Budget	Prior Year	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	\$ 381,655	\$ 381,655	\$ -	\$ 381,655
Investment earnings	-	92,376	17,551	109,927
Assessments	-	39,495	-	39,495
Penalties and interest assessments		13,229	-	13,229
Other	500,000	-	37,858	37,858
Total revenues	881,655	526,755	55,409	582,164
Expenditures:				
Southeast Water Tank	65,000	50,550	-	50,550
NCDOT Hwy 211 Expansion	391,155	383,055	(11,033)	372,022
Aquifer storage recovery project	495,079	483,853	11,223	495,076
FY16 Water Mains Top 7 and Apollo	1,905,000	342,093	-	342,093
211 Water Plant Expansion	3,850,000	3,384,421	333,007	3,717,428
Middleton Road Water Main	1,132,700	943,920	-	943,920
US 74/76 Fire Protection	600,000	86,373	18,188	104,561
Gilbert Road Water Main	1,045,000	61,885	16,730	78,615
Bailey Road Project	9,600	7,200	1,440	8,640
Carolina Shores North	64,600	8,455	53,656	62,111
Raw Water Mains Project	850,000	-	169,813	169,813
Sunset Harbor Water Main	70,000	-	38,506	38,506
NW Plant Treatment Expansion 12MGD	599,600	-	-	-
Total expenditures	11,077,734	5,751,805	631,530	6,383,335
Revenues over (under) expenditures	(10,196,079)	(5,225,050)	(576,121)	(5,801,171)
Other Financing Sources (Uses):				
Transfers from water fund	11,139,926	10,504,933	635,000	11,139,933
Transfers to water fund	(812,770)	(812,770)	-	(812,770)
Future capital projects	(1,914,574)	-	-	-
Appropriated fund balance	1,783,497	-	-	-
Total other financing sources (uses)	10,196,079	9,692,163	635,000	10,327,163
Revenues and other financing sources over (under) expenditures and other financing uses	\$ -	\$ 4,467,113	\$ 58,879	\$ 4,525,992

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WASTEWATER FUND (NON-GAAP)
JANUARY 31, 2018

	Wastewater Fund	Wastewater Capital Projects	Total
Current Assets:			
Cash and cash equivalents/investments	\$ 20,390,963	\$ 3,169,317	\$ 23,560,280
Restricted cash	5,291,189	-	5,291,189
Interest receivable	2,997	709	3,706
Receivables and special assessments, net	6,328,510	-	6,328,510
Due from other governmental agencies	177,429	3,008	180,437
Inventories	343,912	-	343,912
Total current assets	<u>32,535,000</u>	<u>3,173,034</u>	<u>35,708,034</u>
Current Liabilities:			
Accounts payable and other liabilities	170,372	37,917	208,289
Interest payable	957,545	-	957,545
Prepaid fees	932,275	-	932,275
Current portion of debt	10,265,373	-	10,265,373
Total current liabilities	<u>12,325,565</u>	<u>37,917</u>	<u>12,363,482</u>
Expendable net position	20,209,435	3,135,117	23,344,552
Noncurrent Items:			
Non-depreciable capital assets	3,933,974	-	3,933,974
Depreciable capital assets, net	220,838,534	-	220,838,534
Deferred outflow	1,927,951	-	1,927,951
Pension liability	(628,441)	-	(628,441)
Compensated absences	(184,107)	-	(184,107)
Other post-employment benefits	(2,091,915)	-	(2,091,915)
Non-current portion of debt	(97,784,742)	-	(97,784,742)
Deferred inflow	(145,131)	-	(145,131)
Total net position	<u>\$ 146,075,558</u>	<u>\$ 3,135,117</u>	<u>\$ 149,210,675</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL - WASTEWATER FUND (NON-GAAP)
FOR THE PERIOD ENDED JANUARY 31, 2018 AND THE YEAR ENDED JUNE 30, 2017
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>January 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2017</u>	<u>January 31, 2017</u>
Revenues:							
User charges	\$ 21,747,828	\$ 22,167,828	\$ 13,684,982	\$ (8,482,846)	62%	\$ 24,403,102	\$ 12,081,335
ARRA interest subsidy	119,378	119,378	59,946	(59,432)	50%	146,215	73,147
Special assessments	20,000	20,000	65,007	45,007	325%	498,079	101,950
Investment earnings	25,000	25,000	58,727	33,727	235%	41,918	18,282
Restricted intergovernmental	-	-	-	-	na	117,264	-
Other	61,900	61,900	87,680	25,780	142%	131,309	29,475
Total revenues	<u>21,974,106</u>	<u>22,394,106</u>	<u>13,956,342</u>	<u>(8,437,764)</u>	62%	<u>25,337,887</u>	<u>12,304,189</u>
Expenditures:							
Salaries	2,583,419	2,583,419	1,431,008	1,152,411	55%	2,394,170	1,372,517
Fringe benefits	1,108,072	1,108,072	578,873	529,199	52%	978,834	553,642
Operating expenditures	3,938,302	4,683,108	2,261,813	2,421,295	48%	3,902,121	1,816,911
Repairs and maintenance	1,683,880	1,825,104	963,271	861,833	53%	1,960,702	973,338
Capital outlay	3,046,600	4,071,805	622,060	3,449,745	15%	1,792,245	751,619
Debt Service:							
Principal	9,840,550	9,840,550	810,934	9,029,616	8%	9,564,223	792,107
Interest	4,045,972	4,045,972	2,034,745	2,011,227	50%	4,348,595	2,188,574
Total expenditures	<u>26,246,795</u>	<u>28,158,030</u>	<u>8,702,704</u>	<u>19,455,326</u>	31%	<u>24,940,890</u>	<u>8,448,708</u>
Revenues over (under) expenditures	<u>(4,272,689)</u>	<u>(5,763,924)</u>	<u>5,253,638</u>	<u>11,017,562</u>	-91%	<u>396,997</u>	<u>3,855,481</u>
Other Financing Sources (Uses):							
Transfer to wastewater capital project	-	(634,012)	(634,012)	-	100%	(1,104,946)	(1,104,946)
Transfer from wastewater capital project	1,380,000	1,445,452	1,445,452	-	100%	922,405	622,350
Appropriated net position	<u>2,892,689</u>	<u>4,952,484</u>	<u>-</u>	<u>(4,952,484)</u>	0%	<u>-</u>	<u>-</u>
Total other fin. sources (uses)	<u>4,272,689</u>	<u>5,763,924</u>	<u>811,440</u>	<u>(4,952,484)</u>	14%	<u>(182,541)</u>	<u>(482,596)</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,065,078</u>	<u>\$ 6,065,078</u>		<u>\$ 214,456</u>	<u>\$ 3,372,885</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
WASTEWATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED JANUARY 31, 2018**

	<u>Project Budget</u>	<u>Prior Years</u>	<u>Actual Year</u>	<u>Total to Date</u>
Revenues:				
Restricted intergovernmental revenue	\$ 63,951	\$ -	\$ 6,150	\$ 6,150
Assessments	557,053	557,052	-	557,052
SAD interest and penalties	99,017	102,512	-	102,512
Investment earnings	90,716	99,209	16,971	116,180
West Brunswick Regional WWTP Southport Contribution	<u>2,654,400</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenues	<u>3,465,137</u>	<u>758,773</u>	<u>23,121</u>	<u>781,894</u>
Expenditures:				
Carolina Shores N. Sewer SAD	2,051,000	1,197,530	579,455	1,776,985
2016 Enterprise Funded Main Extension	892,753	594,268	213,678	807,946
NCDOT Hwy 211 Expansion	88,351	-	26,404	26,404
WBRWWTF Expansion Southport	<u>2,630,000</u>	<u>-</u>	<u>163,616</u>	<u>163,616</u>
Total expenditures	<u>5,662,104</u>	<u>1,791,798</u>	<u>983,153</u>	<u>2,774,951</u>
Revenues over (under) expenditures	(2,196,967)	(1,033,025)	(960,032)	(1,993,057)
Other Financing Sources (Uses):				
Transfer from wastewater fund	5,958,360	5,324,351	634,011	5,958,362
Transfer to wastewater fund	(3,911,063)	(3,911,063)	(1,445,452)	(5,356,515)
Future capital projects	(4,030,926)	-	-	-
Appropriated fund balance	<u>4,180,596</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total other financing sources (uses)	<u>2,196,967</u>	<u>1,413,288</u>	<u>(811,441)</u>	<u>601,847</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ 380,263</u>	<u>\$ (1,771,473)</u>	<u>\$ (1,391,210)</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - FINANCIAL PLAN AND ACTUAL AND
CHANGES IN NET POSITION - WORKERS' COMPENSATION INTERNAL SERVICE FUND (NON-GAAP)
FOR THE PERIOD ENDED JANUARY 31, 2018 AND THE YEAR ENDED JUNE 30, 2017
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR**

	<u>Budget</u>	<u>January 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>June 30, 2017</u>	<u>January 31, 2017</u>
Revenues:					
Charges for services	\$ 980,000	\$ 735,000	\$ (245,000)	\$ 958,893	\$ 649,646
Investment earnings	-	6,793	6,793	5,354	2,334
Total revenues	<u>980,000</u>	<u>741,793</u>	<u>(238,207)</u>	<u>964,247</u>	<u>651,980</u>
Expenditures:					
Premiums	<u>980,000</u>	<u>665,421</u>	<u>314,579</u>	<u>1,215,042</u>	<u>722,114</u>
Revenues over (under) expenditures	<u>\$ -</u>	<u>76,372</u>	<u>\$ 76,372</u>	<u>(250,795)</u>	<u>(70,134)</u>
Net positon, beginning of year		<u>1,858,611</u>		<u>2,109,406</u>	<u>2,109,406</u>
Net positon, end of year		<u>\$ 1,934,983</u>		<u>\$ 1,858,611</u>	<u>\$ 2,039,272</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - FINANCIAL PLAN AND
 ACTUAL AND CHANGES IN NET POSITION - HEALTH INTERNAL SERVICE FUND (NON-GAAP)
 FOR THE PERIOD ENDED JANUARY 31, 2018 AND THE YEAR ENDED JUNE 30, 2017
 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR**

	<u>Budget</u>	<u>January 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>June 30, 2017</u>	<u>January 31, 2017</u>
Revenues:					
Charges for services-health premiums	\$ 12,204,568	\$ 7,207,581	\$ (4,996,987)	\$ 12,220,775	\$ 6,764,220
Investment earnings	-	9,348	9,348	4,670	1,901
Total revenues	<u>12,204,568</u>	<u>7,216,929</u>	<u>(4,987,639)</u>	<u>12,225,445</u>	<u>6,766,121</u>
Expenditures:					
Administration fees	1,379,056	936,723	442,333	1,347,021	892,733
Premiums	<u>10,825,512</u>	<u>4,727,001</u>	<u>6,098,511</u>	<u>9,286,430</u>	<u>4,493,721</u>
Total expenditures	<u>12,204,568</u>	<u>5,663,724</u>	<u>6,540,844</u>	<u>10,633,451</u>	<u>5,386,454</u>
Revenues over (under) expenditures	<u>\$ -</u>	<u>1,553,205</u>	<u>\$ 1,553,205</u>	<u>1,591,994</u>	<u>1,379,667</u>
Net positon, beginning of year		<u>2,722,073</u>		<u>1,130,079</u>	<u>1,130,079</u>
Net positon, end of year		<u>\$ 4,275,278</u>		<u>\$ 2,722,073</u>	<u>\$ 2,509,746</u>

Cash and Investments

A Summary of Cash and Investments is presented on the Brunswick County Government website as of January 31, 2018. It reports that the County had \$229.4 million of unrestricted cash and investments in all funds including those accruing for outside agencies that the county performs collections plus \$1.8 million of capital project restricted cash from debt proceeds. All cash and investments are earning an average yield of 0.47%.

**BRUNSWICK COUNTY
SUMMARY OF CASH AND INVESTMENTS
AS OF JANUARY 31, 2018**

	Purchase Date	Maturity Date	Book Value	Total Book Value	% of Portfolio	Yield
Unrestricted Cash and Investments						
Checking & Petty Cash						
Petty Cash			\$ 6,200			0.00%
BB&T			48,257,096			0.00%
Finistar			4,342,336			0.85%
Total Checking & Petty Cash				\$ 52,605,632	23%	
Money Markets / Savings						
BB&T Money Rate Savings			97,495,755			0.30%
First Bank Preferred Savings			10,379,187			0.05%
SunTrust Money Market			5,017,231			0.04%
Total Money Markets / Savings				\$ 112,892,173	49%	
Certificates of Deposit / CDARS						
First Bank	10/3/17	3/28/18	10,000,000			0.90%
Total Certificates of Deposit / CDARS				\$ 10,000,000	4%	
NC Capital Management Trust - Government Portfolio				\$ 50,578,054	22%	1.22%
NC Capital Management Trust - Term Portfolio				\$ 3,311,606	1%	1.42%
Total Unrestricted Cash and Investments				\$ 229,387,464		
Restricted Cash and Investments						
Bond Proceeds & Debt Reserve Fund						
NC Capital Management Trust-Term Portfolio			\$ -		0%	1.42%
PNC Bank Money Market			168,880		0%	0.36%
BB&T General Fund Restricted						
Restricted for Revaluation			214,566		0%	0.00%
Restricted for Holden Beach Debt			1,448,520		1%	0.00%
Total Restricted Cash and Investments				\$ 1,831,966		
Grand Total All Cash and Investments				\$ 231,219,430	100%	0.47%

Cash Balances:

General Fund	\$ 123,538,438
County Capital Reserve Fund	18,117,723
School Capital Projects Fund	9,007,608
Water Fund	28,384,164
Water Capital Reserve Fund	2,080,170
Wastewater Fund	20,390,963
Wastewater Capital Reserve Fund	2,959,456

Key Indicators of Revenues and Expenditures

Presented on the Brunswick County Government website are charts with actual history, current month actual and annual budget information for major revenues and expenditures in both the enterprise and general funds.

County of Brunswick
Ad Valorem and Motor Vehicle Tax Revenues

PRIOR YEARS AD VALOREM AND MOTOR VEHICLE TAX REVENUE									
Month	ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ANNUAL BUDGET 2017-18	ACTUAL 2017-18	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	457,840	1,256,406	758,897	546,345	305,329		377,089	24%	
Aug	399,728	501,329	471,098	438,769	324,296		420,293	30%	
Sept	266,185	502,872	399,058	870,663	262,164		419,816	60%	
Oct	292,645	421,702	410,936	267,307	208,607		207,830	0%	
Nov	248,011	316,382	213,082	204,432	207,774		235,025	13%	
Dec	1,904,275	338,695	300,926	391,210	46,595		203,220	336%	
Jan	230,649	312,188	376,046	381,705	305,760		189,817	-38%	
Feb	167,225	355,871	347,468	301,199	427,181				
Mar	275,890	570,368	324,430	362,693	370,146				
Apr	242,239	283,020	247,162	278,448	296,216				
May	165,586	83,586	322,131	248,619	260,659				
June	149,701	241,223	235,646	207,251	490,189				
Total	4,799,974	5,183,642	4,406,880	4,406,880	3,504,916	2,300,000	2,053,090		89%

CURRENT YEAR AD VALOREM TAX REVENUE									
Month	ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ANNUAL BUDGET 2017-18	ACTUAL 2017-18	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	-	799	91,495	102,981	141,121		5,141,356	3543%	
Aug	5,865,472	8,707,554	12,444,754	12,440,150	15,853,299		14,003,220	-12%	
Sept	6,580,323	5,541,480	7,147,245	7,799,492	6,433,818		6,763,894	5%	
Oct	4,914,568	11,630,956	9,419,597	9,641,217	9,896,672		17,631,294	78%	
Nov	25,044,634	18,349,557	19,462,971	21,420,290	23,944,507		17,678,530	-26%	
Dec	23,101,828	31,604,019	26,197,571	33,684,730	24,416,021		20,728,131	-15%	
Jan	29,003,518	19,539,928	23,411,002	15,517,607	23,377,586		26,045,100	11%	
Feb	2,198,917	1,983,679	1,880,768	1,937,509	2,086,134				
Mar	1,077,504	1,484,285	931,336	811,691	957,399				
Apr	709,455	707,868	633,707	496,119	466,309				
May	413,072	634,497	363,995	326,905	341,102				
June	349,907	378,750	502,170	278,132	560,206				
Total	99,259,199	100,563,372	102,486,610	104,456,823	108,474,174	108,723,118	107,991,525		99%

CURRENT YEAR MOTOR VEHICLE TAX REVENUE									
Month	ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ANNUAL BUDGET 2017-18	ACTUAL 2017-18	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	223,725	250,462	1,329	327	506		-	-100%	
Aug	285,109	335,146	443,434	504,052	603,352		611,857	1%	
Sept	256,375	363,619	448,554	486,317	657,269		652,753	-1%	
Oct	323,507	539,012	438,527	464,133	579,331		542,846	-6%	
Nov	346,899	631,605	427,930	543,146	507,568		544,226	7%	
Dec	346,089	675,575	369,797	383,693	471,246		499,198	6%	
Jan	353,080	438,622	390,589	452,656	464,226		501,030	8%	
Feb	303,272	419,377	387,576	477,267	523,460				
Mar	304,625	445,421	348,382	465,452	485,610				
Apr	354,820	428,462	476,849	560,194	654,797				
May	346,020	440,145	472,594	575,935	550,623				
June	289,770	964,880	912,555	1,117,769	1,223,355				
Total	3,733,289	5,932,325	5,118,117	6,030,941	6,721,343	6,062,500	3,351,910		55%

**County of Brunswick
Local Option Sales Tax Revenues**

ARTICLE 39 SALES TAX REVENUE 1% (POINT OF DELIVERY) (100000-323100)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2017-18		
July	803,743	864,797	927,776	969,548	986,394		1,049,718	6%	
Aug	912,847	978,703	1,090,562	1,093,465	1,224,865		1,289,737	5%	
Sept	754,001	845,474	877,367	938,050	952,042		978,445	3%	
Oct	663,615	634,429	654,852	596,241	752,088		864,937	15%	
Nov	432,817	489,457	628,065	604,948	635,873		767,798	21%	
Dec	504,025	493,127	549,081	561,448	626,293				
Jan	348,981	282,246	527,514	585,079	436,031				
Feb	422,989	455,363	484,029	497,550	613,865				
Mar	533,035	478,740	377,571	603,870	588,222				
Apr	612,526	650,547	668,922	742,268	815,552				
May	559,487	667,921	708,546	756,471	837,814				
June	588,366	701,324	759,421	778,076	833,600				
Total	7,136,430	7,542,128	8,253,706	8,727,014	9,302,639	9,581,330	4,950,635		52%
ARTICLE 40 SALES TAX REVENUE 1/2% (PER CAPITA) 30% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE (100000-323201,323202)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2017-18		
July	468,237	481,169	539,117	564,929	594,375		631,075	6%	
Aug	422,864	441,069	481,408	541,745	517,985		596,047	15%	
Sept	418,782	433,388	496,279	502,456	577,305		597,606	4%	
Oct	393,726	437,655	469,753	514,691	551,928		614,008	11%	
Nov	379,858	371,215	494,179	481,606	544,444		562,350	3%	
Dec	422,206	450,740	479,879	509,491	583,254				
Jan	444,135	503,442	583,174	619,735	667,322				
Feb	359,348	373,047	447,406	444,943	477,316				
Mar	421,635	414,833	434,593	466,949	512,277				
Apr	438,597	454,513	457,599	564,837	625,842				
May	419,110	424,744	488,986	560,378	588,735				
June	445,822	488,672	526,413	547,458	550,848				
Total	5,034,320	5,274,487	5,898,786	6,319,219	6,791,631	6,886,082	3,001,086		44%
ARTICLE 42 SALES TAX REVENUE 1/2% (POINT OF DELIVERY) (APPROXIMATELY 60% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE) (100000-323301, 323302)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2017-18		
July	502,448	537,381	581,833	609,693	631,292		673,530	7%	
Aug	535,526	571,290	634,883	657,139	711,398		766,949	8%	
Sept	464,542	513,379	547,394	576,690	610,962		631,968	3%	
Oct	415,766	419,073	441,243	430,066	514,766		588,455	14%	
Nov	310,259	333,777	436,317	423,295	464,016		527,365	14%	
Dec	355,269	361,268	397,148	412,136	471,285				
Jan	294,265	285,268	420,617	459,158	415,344				
Feb	299,134	319,156	356,907	363,409	430,959				
Mar	368,542	342,823	305,250	417,515	430,745				
Apr	408,598	431,872	442,236	512,728	569,042				
May	379,092	430,202	469,765	515,232	566,462				
June	399,234	464,929	504,945	519,548	551,091				
Total	4,732,676	5,010,418	5,538,538	5,896,609	6,367,362	6,480,912	3,188,267		49%

Note: Sales Taxes are 2 months behind in reporting.

**County of Brunswick
Water Fund Revenues**

WATER RETAIL SALES REVENUE (617110-371316)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2017-18		
July	418,130	433,653	472,746	467,682	474,405		469,373	-1%	
Aug	577,604	481,540	504,895	533,018	585,205		598,346	2%	
Sept	503,003	477,751	412,334	506,507	552,130		509,091	-8%	
Oct	409,503	407,578	384,997	419,248	455,542		436,731	-4%	
Nov	366,357	357,419	346,005	353,122	356,558		400,272	12%	
Dec	344,872	291,933	315,884	357,715	358,875		401,470	12%	
Jan	288,985	280,966	287,734	289,804	326,617		330,727	1%	
Feb	271,325	305,950	295,333	318,297	322,884				
Mar	305,555	297,023	280,290	307,249	318,405				
Apr	233,898	269,782	293,877	302,211	317,943				
May	312,834	337,877	341,737	379,472	407,205				
June	399,474	446,465	396,615	448,286	481,962				
Total	4,431,540	4,387,937	4,332,447	4,682,610	4,957,731	5,000,000	3,146,010		63%

IRRIGATION REVENUE (617110-371319)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2017-18		
July	200,399	197,151	266,584	242,180	274,655		303,891	11%	
Aug	270,576	196,228	297,464	328,242	391,161		364,814	-7%	
Sept	320,100	224,623	203,919	378,978	402,057		341,474	-15%	
Oct	195,873	250,146	195,247	281,554	312,823		245,944	-21%	
Nov	171,975	186,010	160,249	159,040	170,875		230,786	35%	
Dec	95,241	91,803	111,853	92,834	79,215		194,433	145%	
Jan	31,610	29,503	31,659	30,866	53,423		75,964	42%	
Feb	18,136	19,242	10,667	17,443	17,281				
Mar	12,015	13,548	8,336	10,977	23,304				
Apr	13,193	10,547	12,325	20,209	33,613				
May	42,880	43,131	47,160	91,362	111,147				
June	113,021	239,965	99,971	255,276	294,456				
Total	1,485,016	1,501,897	1,445,433	1,908,962	2,164,010	1,700,000	1,757,306		103%

WATER WHOLESALE REVENUE (617110-371317)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2017-18		
July	502,222	531,159	645,432	571,447	549,891		502,369	-9%	
Aug	736,692	566,561	610,893	726,527	662,991		739,238	12%	
Sept	483,513	511,239	597,231	571,125	593,390		580,350	-2%	
Oct	394,070	455,344	369,057	419,668	467,518		439,291	-6%	
Nov	375,118	391,254	382,248	372,683	315,869		468,542	48%	
Dec	281,076	260,217	298,588	278,846	329,525		415,210	26%	
Jan	262,906	242,557	308,352	271,780	271,848		461,637	70%	
Feb	278,801	297,924	240,348	243,372	293,671				
Mar	265,305	256,865	291,032	258,696	257,119				
Apr	227,953	264,528	253,284	298,786	315,449				
May	282,064	303,736	330,963	347,571	381,741				
June	410,953	567,502	373,695	423,069	723,529				
Total	4,500,673	4,648,887	4,701,123	4,783,570	5,162,541	4,740,000	3,606,637		76%

**County of Brunswick
Water Fund Revenues**

WATER INDUSTRIAL REVENUE (617110-371318)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2017-18		
July	235,758	252,870	245,698	206,044	193,363		171,810	-11%	
Aug	291,644	230,404	241,408	198,496	176,628		242,014	37%	
Sept	251,772	235,556	287,677	223,590	177,912		227,218	28%	
Oct	230,252	231,204	226,273	183,414	141,672		208,907	47%	
Nov	234,277	233,080	225,491	153,158	153,071		213,605	40%	
Dec	203,477	188,651	220,541	126,460	140,427		181,314	29%	
Jan	223,740	200,044	221,210	199,431	156,917		209,780	34%	
Feb	221,223	232,927	148,278	177,624	144,230				
Mar	261,605	193,946	192,828	194,456	163,680				
Apr	211,697	206,743	169,595	179,557	153,967				
May	196,254	216,485	172,665	173,827	125,676				
June	239,597	211,501	141,691	173,052	126,581				
Total	2,801,296	2,633,410	2,493,355	2,189,109	1,854,124	1,994,000	1,454,648		73%

WATER BASE SERVICE CHARGE REVENUE (617110-371308)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2017-18		
July	381,461	391,615	403,355	451,901	470,153		487,562	4%	
Aug	383,403	393,144	440,343	451,462	475,932		489,608	3%	
Sept	381,503	391,943	440,074	453,419	476,892		490,840	3%	
Oct	382,386	394,427	442,108	454,580	476,516		493,066	3%	
Nov	385,726	396,791	442,353	455,559	475,832		494,282	4%	
Dec	385,373	395,498	443,726	464,316	477,375		495,252	4%	
Jan	386,229	395,498	445,019	463,597	480,043		496,679	3%	
Feb	386,997	399,527	445,701	465,506	481,021				
Mar	387,056	398,697	446,642	468,084	483,538				
Apr	387,607	399,271	448,227	469,366	482,955				
May	389,914	401,832	449,771	469,402	485,236				
June	399,806	413,286	498,348	490,097	506,112				
Total	4,637,462	4,771,529	5,345,667	5,557,289	5,771,605	5,861,000	3,447,289		59%

WATER TAPS AND CONNECTION REVENUE (617180-371305)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2017-18		
July	20,552	32,072	70,982	88,015	79,919		83,631	5%	
Aug	15,150	38,414	54,383	63,122	73,809		104,621	42%	
Sept	30,974	40,036	55,302	79,297	69,412		81,193	17%	
Oct	27,034	42,683	53,756	60,271	60,061		91,599	53%	
Nov	22,145	29,320	42,257	57,337	77,525		99,482	28%	
Dec	19,234	28,621	56,457	50,315	59,843		54,196	-9%	
Jan	33,630	25,201	53,973	68,391	63,308		74,470	18%	
Feb	53,149	34,179	55,395	58,684	88,268				
Mar	41,370	38,347	62,467	61,178	89,333				
Apr	39,756	39,113	66,169	88,286	76,900				
May	29,745	41,012	87,408	62,668	86,057				
June	155,376	42,744	57,354	89,289	88,308				
Total	488,116	431,742	715,903	826,853	912,743	828,100	589,192		71%

**County of Brunswick
Water Fund Revenues**

WATER CAPITAL RECOVERY REVENUE (619100-371404)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2017-18		
July	36,494	69,729	75,945	175,282	82,430		82,749	0%	
Aug	36,803	68,885	61,056	107,350	87,643		120,522	38%	
Sept	55,673	74,043	56,609	80,372	137,586		114,051	-17%	
Oct	62,911	92,640	35,619	100,031	53,152		83,126	56%	
Nov	60,584	35,813	90,854	80,907	89,642		128,155	43%	
Dec	53,463	59,986	71,145	67,996	49,323		40,491	-18%	
Jan	76,170	46,944	77,802	68,194	53,168		70,156	32%	
Feb	132,565	61,353	78,674	83,303	80,368				
Mar	60,294	83,280	75,081	55,590	83,957				
Apr	84,220	56,385	86,006	103,546	191,678				
May	47,460	116,924	106,117	72,757	110,980				
June	232,116	71,878	65,310	131,407	89,349				
Total	938,752	837,859	880,218	1,126,735	1,109,276	688,000	639,250		93%

WATER TRANSMISSION LINE REVENUE (619800-371309)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2017-18		
July	12,295	23,386	27,391	42,850	29,279		34,402	17%	
Aug	10,666	20,169	26,404	35,126	24,946		42,390	70%	
Sept	18,697	25,030	23,378	27,267	31,882		42,063	32%	
Oct	21,484	22,223	20,420	24,152	26,858		33,713	26%	
Nov	20,505	14,943	36,383	26,653	37,187		52,512	41%	
Dec	17,955	19,097	28,184	22,399	25,429		23,427	-8%	
Jan	18,736	19,156	28,812	28,002	25,978		28,493	10%	
Feb	29,327	20,860	30,550	25,571	35,550				
Mar	22,098	26,789	23,460	21,952	36,122				
Apr	28,057	24,074	24,169	34,849	28,496				
May	16,164	31,109	35,214	21,459	30,911				
June	79,793	28,029	27,254	48,349	29,625				
Total	295,776	274,866	331,619	358,629	362,263	232,000	257,000		111%

**County of Brunswick
Wastewater Fund Revenues**

WASTEWATER RETAIL SALES REVENUE (627210-371405)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2017-18		
July	539,086	612,855	707,249	735,074	791,640		805,054	2%	
Aug	580,699	651,146	733,867	779,627	874,819		933,343	7%	
Sept	559,178	644,679	693,713	772,094	837,178		835,710	0%	
Oct	531,074	633,320	673,713	706,281	773,191		813,375	5%	
Nov	521,592	620,631	662,220	686,159	735,391		792,739	8%	
Dec	515,480	605,584	649,668	724,587	753,597		801,946	6%	
Jan	513,818	600,756	648,827	700,776	739,484		778,549	5%	
Feb	511,834	617,577	651,892	705,035	740,280				
Mar	528,669	623,293	640,679	712,260	747,301				
Apr	527,052	612,980	652,947	708,854	744,239				
May	557,639	642,475	678,940	737,235	765,249				
June	652,400	762,420	709,781	868,150	834,436				
Total	6,538,521	7,627,716	8,103,496	8,836,132	9,336,805	9,300,000	5,760,716		62%

WASTEWATER TAPS & CONNECTIONS REVENUE (627220-371402)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2017-18		
July	67,500	126,160	88,000	114,000	76,350		108,000	41%	
Aug	89,000	90,600	93,000	97,000	152,000		133,000	-13%	
Sept	76,760	60,000	100,000	73,000	84,450		95,750	13%	
Oct	32,005	113,949	84,000	57,000	95,775		185,275	93%	
Nov	60,000	100,000	101,550	104,000	136,000		210,480	55%	
Dec	60,000	60,166	69,000	80,000	109,000		84,000	-23%	
Jan	76,000	96,000	84,000	108,400	117,775		113,840	-3%	
Feb	96,000	157,000	172,000	119,375	164,450				
Mar	88,000	84,000	80,000	100,000	103,050				
Apr	71,970	112,000	88,000	134,320	104,000				
May	93,000	132,000	126,990	69,000	110,545				
June	76,000	77,000	132,700	82,625	189,500				
Total	886,235	1,208,875	1,219,240	1,138,720	1,442,895	1,520,000	930,345		61%

WASTEWATER CAPITAL RECOVERY REVENUE (629100-371404)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2017-18		
July	71,201	153,583	94,139	454,950	185,127		219,750	19%	
Aug	80,333	75,250	153,639	240,374	131,836		402,208	205%	
Sept	41,766	94,337	130,597	132,623	183,719		337,302	84%	
Oct	99,441	100,250	157,250	156,607	205,927		268,123	30%	
Nov	103,889	48,306	162,973	125,525	270,061		392,249	45%	
Dec	76,222	55,555	122,639	94,524	154,451		186,084	20%	
Jan	90,085	105,889	153,833	172,304	196,396		218,124	11%	
Feb	339,167	67,805	168,764	150,635	214,802				
Mar	64,306	112,512	115,639	139,552	233,802				
Apr	141,306	128,139	105,250	218,469	210,136				
May	76,373	134,384	201,306	246,595	205,427				
June	142,945	113,439	93,309	337,635	214,635				
Total	1,327,033	1,189,449	1,659,338	2,469,793	2,406,319	600,000	2,023,840		337%

**County of Brunswick
Wastewater Fund Revenues**

WASTEWATER TRANSMISSION LINE FEES (629800-371309)									
Month	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2017-18		
July	21,742	47,864	24,714	106,434	60,709		69,520	15%	
Aug	20,639	24,084	47,884	74,794	44,611		104,289	134%	
Sept	13,922	31,444	42,534	50,210	59,236		107,773	82%	
Oct	28,957	32,421	51,087	50,872	66,644		75,363	13%	
Nov	34,632	17,104	79,326	44,845	83,049		122,632	48%	
Dec	25,409	17,855	38,881	31,511	47,819		52,692	10%	
Jan	27,030	25,410	51,281	54,659	67,463		68,707	2%	
Feb	35,095	19,601	56,259	44,213	68,932				
Mar	15,437	36,729	33,217	44,521	77,931				
Apr	43,759	36,827	30,753	70,828	61,376				
May	23,460	41,109	63,105	49,882	61,474				
June	23,315	31,815	35,773	109,443	68,211				
Total	313,396	362,264	554,814	732,212	767,455	200,000	600,976		300%

County of Brunswick
Water and Wastewater Number of Customers

NUMBER OF WATER RETAIL CUSTOMERS							
Month	ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	Change
July	34,488	34,990	36,146	37,165	38,912	40,199	98
Aug	34,521	35,107	36,272	37,303	39,036	40,345	146
Sept	34,362	35,219	36,379	37,398	39,155	40,518	173
Oct	34,328	35,400	36,431	37,418	39,238	40,581	63
Nov	34,377	35,455	36,524	38,133	39,338	40,758	177
Dec	34,485	35,500	36,607	38,209	39,466		
Jan	34,512	35,545	36,679	38,318	39,573		
Feb	34,652	35,615	36,737	38,415	39,690		
Mar	34,719	35,663	36,828	38,448	39,736		
Apr	34,823	35,819	36,910	38,587	39,894		
May	34,913	35,902	37,046	38,704	39,998		
June	34,984	36,028	37,112	38,760	40,101		
Average	34,597	35,520	36,639	38,072	39,511	40,480	657

NUMBER OF WASTEWATER RETAIL CUSTOMERS							
Month	ACTUAL 2012-13	ACTUAL 2013-14	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	Change
July	10,667	12,415	13,855	14,556	15,862	16,695	116
Aug	10,756	12,467	14,009	14,632	15,878	16,758	63
Sept	10,663	12,677	14,036	14,682	15,940	16,908	150
Oct	10,712	12,859	14,092	14,708	16,014	17,017	109
Nov	10,738	13,108	14,143	15,269	16,070	17,026	9
Dec	11,081	13,234	14,192	15,357	16,157		
Jan	11,156	13,364	14,237	15,382	16,235		
Feb	11,310	13,470	14,325	15,460	16,295		
Mar	11,516	13,544	14,378	15,498	16,371		
Apr	11,685	13,608	14,450	15,593	16,506		
May	11,965	13,743	14,468	15,651	16,537		
June	12,142	13,841	14,514	15,847	16,579		
Average	11,199	13,194	14,225	15,220	16,204	16,881	447



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

From:
David Stanley

Action Item # V. - 8.
Health and Human Services - Community Development - 2008
CHAF Deed of Trust Discharge

Issue/Action Requested:

Request that the Board of Commissioners approve release of debts associated with three (3) non-payment Deeds of Trust arrange for housing repair through the North Carolina Crisis Housing Assistance Program (CHAF).

Background/Purpose of Request:

Hurricane Floyd in 2002, and several other hurricanes in 2005, damaged numerous properties throughout the county. Non-payment Deeds of Trust were established for a term of 10 years to secure the financial investment of the State and County to allow property owners to repair and rebuild onsite. Two (2) Brunswick County Homeowners received housing repair funds under the North Carolina Crisis Housing Assistance Repair and Replacement Program and have satisfactorily met the terms and requirements of the Program as secured by a Promissory Note and Deed of Trust. It is recommended that the Board of Commissioners approve release of the debts secured by the Deed of Trusts for the following homeowners.

CHAF FLOYD Homeowners:

Cynthia B. Long and Daniel W. Thomason
Sarah Jane Gause

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 release of debts associated with three (3) non-payment Deeds of Trust arrange for housing repair through the North Carolina Crisis Housing Assistance Program (CHAF).

ATTACHMENTS:

Description

- ▣ CHAF Floyd Deeds of Trust



Presentor Mark Lewis Ret: JS
To: 8 Rev: 35 Int: KH
Ck: 101 Ck # 1098 Cash \$
Refund: Cash \$ Finance
Lender's document are illegible due to condition
of original
The document contains seals verified by original
instrument that cannot be reproduced or copied.

PREPARED BY: RAMOS & LEWIS, LLP, Shallotte, NC / Mark A. Lewis

RETURN TO: _____

PROPERTY ADDRESS: 9084 Cricket Court NE, Leland, NC 28451

DEED OF TRUST

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

This DEED OF TRUST, executed this 15 day of August, 2007, by and between CYNTHIA B. LONG and DANIEL W. THOMASON, ("Borrowers"); MARK A. LEWIS, ("Trustee"); and COUNTY OF BRUNSWICK ("Lender") whose permanent mailing address is: Post Office Box 249, Bolivia, NC 28422;

WITNESSETH:

THAT WHEREAS, the Lender agrees to advance to the Borrowers the sum of **TWENTY FOUR THOUSAND NINE HUNDRED NINETY THREE DOLLARS and 57/100ths** (\$ 24,993.57) (the "Loan"), evidenced by the Promissory Note ("Note") from the Borrowers to the Lender dated the same date as this Deed of Trust, which together with any amounts advanced to protect the security of this Deed of Trust shall be the total amount secured;

AND WHEREAS, it has been agreed that the Loan will be advanced subject to the terms and conditions for repayment and use of the property as set forth in the Note and this Deed of Trust. If not paid sooner, and absent any event of default, the Loan shall be cancelled in full on that date **ten (10) years** from the date hereof;

AND WHEREAS, it has been agreed that the Loan shall be secured by the conveyance of the land described in this Deed of Trust;

NOW, THEREFORE, in consideration of the premises and for TEN DOLLARS (10.00) paid by the Trustee, the receipt of which is hereby acknowledged, the Borrower has bargained and sold by these presents does bargain, sell and convey unto the Trustee, and the Trustee's heirs, successors and assigns, the premises in Brunswick County, North Carolina, described as follows, together with all heating, plumbing and lighting fixtures and equipment now or hereafter attached to or used in connection with the premises (the "Property");

See Exhibit A, attached hereto and incorporated herein by reference



Brunswick County, NC Register

B2748 P0049 02-27-2008
08:49:20.001
Robert J. Robinson
of Deeds page 1 of 8

Presenter: Louise McGarva Ret: IS
Total: 35.00 Rev: 0 Int: 0
Ck \$ 134 Ck # 10004 Cash \$ 0
Refund: 0 Cash: \$ 0 Finance 0
☐ Portions of document are illegible due to condition of original.
☐ Document contains seals verified by original instrument that cannot be reproduced or copied.

PREPARED BY & RETURN TO:

Louise McGarva, CHAF
Brunswick County Planning & Com. Devel.
75 Government Center Drive NE

Property Address: 9084 CRICKET ST. NE
LELAND, NC 28451

DEED OF TRUST

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF TRUST, executed this 18 day of February 2008, by and between **CYNTHIA B. LONG AND DANIEL W. THOMASON** (borrower); **MARK A. LEWIS** ("Trustee"); and County of Brunswick (Lender); whose address is POST OFFICE BOX 249, BOLIVIA, N.C. 28422.

WITNESSETH:

THAT WHEREAS, the Lender agrees to advance to the Borrower the sum of **ONE HUNDRED TWENTY THOUSAND and 00/100 Dollars (\$120,000.00)**; (the "Loan"), evidenced by the Promissory Note ("Note") from the Borrower to the Lender dated the same date as this Deed of Trust, which together with any amounts advanced to protect the security of this Deed of Trust shall be the total amount secured;

AND WHEREAS, it has been agreed that the Loan will be advanced subject to the terms and conditions for repayment and use of the property as set forth in the Note and this Deed of Trust. If not paid sooner, the Loan shall be paid in full on that date **TEN (10) years** from the date hereof;

AND WHEREAS, it has been agreed that the Loan shall be secured by the conveyance of the land described in this Deed of Trust;

NOW, THEREFORE, in consideration of the premises and for **TEN DOLLARS (\$10.00)** paid by the Trustee, the receipt of which is hereby acknowledged, the Borrower has bargained and sold and by these presents does bargain, sell and convey unto the Trustee, the Trustee's heirs, successors, and assigns, the premises in Brunswick County, North Carolina, described as follows, together with all heating, plumbing and lighting fixtures and equipment now or hereafter attached to or used in connection with the premises (the "Property"):

SEE EXHIBIT "A" ATTACHED.



B2714 P0237 12-10-2007 11:43:58.000
Robert J. Robinson
Brunswick County, NC Register of Deeds page 1 of 7

Presented Louise McGarva Ret: JS
7 Total 32 Rev _____ Int: PH
Ck \$ 32 Ck # 5376 Cash \$ _____
Refund: _____ Cash \$ _____ Finance _____
☐ Portions of document are illegible due to condition of original.
☐ Document contains seals verified by original instrument that cannot be reproduced or copied.

PREPARED BY & RETURN TO:

**Louise McGarva
Brunswick County Planning & Com. Devel. Dept.
75 Government Center Drive NE**

Property Address: 631 Bricklanding Rd. SW
Shallotte, North Carolina

DEED OF TRUST

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF TRUST, executed this **28** day of **November 2007**, by and between **Sarah Jane Gause** (borrower); **Geddings & Kleva, PLLC** ("Trustee"); and **County of Brunswick** (Lender); whose address is **POST OFFICE BOX 249, BOLIVIA, N.C. 28422**.

WITNESSETH:

THAT WHEREAS, the Lender agrees to advance to the Borrower the sum of **ONE HUNDRED THOUSAND FIVE HUNDRED and 00/100 DOLLARS** (the "Loan"), evidenced by the Promissory Note ("Note") from the Borrower to the Lender dated the same date as this Deed of Trust, which together with any amounts advanced to protect the security of this Deed of Trust shall be the total amount secured;

AND WHEREAS, it has been agreed that the Loan will be advanced subject to the terms and conditions for repayment and use of the property as set forth in the Note and this Deed of Trust. If not paid sooner, the Loan shall be paid in full on that date ten (10) years from the date hereof;

AND WHEREAS, it has been agreed that the Loan shall be secured by the conveyance of the land described in this Deed of Trust;

NOW, THEREFORE, in consideration of the premises and for **TEN DOLLARS (\$10.00)** paid by the Trustee, the receipt of which is hereby acknowledged, the Borrower has bargained and sold and by these presents does bargain, sell and convey unto the Trustee, the Trustee's heirs, successors, and assigns, the premises in **Brunswick** County, North Carolina, described as follows, together with all heating, plumbing and lighting fixtures and equipment now or hereafter attached to or used in connection with the premises (the "Property"):

See attached **Exhibit A**.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

Action Item # V. - 9.

From:
David Stanley

Health and Human Services - Veterans Services - Agreement for
2018 Veterans Benefit Action Center (VBAC)

Issue/Action Requested:

Request that the Board of Commissioners approve, and grant authority to the County Manager to sign the agreement between Brunswick County and the American Legion, District 9 office, pledging support for the 2018 VBAC through the reimbursement of related expenses not to exceed \$3,000.

Background/Purpose of Request:

Last year's Veterans Benefit Action Center (VBAC) was the first of its kind. Due to the success of the event, it will be held again this year on March 22-23 at the Elks Lodge on Oleander Drive in Wilmington. Last year, with the support of Brunswick County through this same agreement, this event provided necessary, and long-due assistance to many Brunswick County residents. With the continued support of Brunswick County, the District 9 office intends to repeat such successful outcomes again this year. A quick synopsis of the event is as follows:

Veterans Benefits and Health Administrations, Vet Center and Veterans Service Organizations representatives will assist with:

- Face-to-face explanation and assistance facilitating and expediting existing claims and appeals
- Filing new claims
- Providing information regarding benefit-related VA programs: VRE, education, home loans, insurance, education and burial benefits
- Counseling for bereavement, military sexual trauma, substance abuse and mental health screening
- Information about eligibility for Healthcare

Staff recommends approval of the agreement with American Legion.

Fiscal Impact:

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget Amendment is to transfer \$3,000 from the Non-Departmental miscellaneous expense budget to fund the fee for service contract in the Veteran Services budget.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve, and grant authority to the County Manager to sign the agreement between Brunswick County and the American Legion, District 9 office, pledging support for the 2018 VBAC through the reimbursement of related expenses not to exceed \$3,000.

ATTACHMENTS:

Description

- ▣ 2018 VBAC Agreement
- ▣ 20180219 Budget Amendment Veterans Benefit Action Center.pdf

Agreement
Between
Brunswick County Board of Commissioners
And
American Legion, District 9
Relating to the allocation and use of funding to support
Brunswick County Veterans

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this ____ day of _____, 2018, by and between the BRUNSWICK COUNTY DEPARTMENT OF VETERANS AFFAIRS, a North Carolina municipal corporation (hereinafter referred to as "COUNTY") and the AMERICAN LEGION, a national 501(c)(19) organization with offices in Brunswick County (hereinafter referred to as "LEGION").

RECITALS AND OBJECTIVES

WHEREAS, the COUNTY has appropriated up to \$3,000 in Fiscal Year 2017-2018 funding the LEGION for its role in the Veterans Benefit Action Center (VBAC), the purpose of which is to help alleviate the backlog of Veterans Association benefits promised to veterans; and

WHEREAS, The LEGION and COUNTY are authorized to enter into agreements relating to the exercise of any power and function of local government; and

WHEREAS, the purpose of this Agreement is to outline the rights and obligations of the COUNTY and LEGION with respect to the funding for the VBAC; and

WHEREAS, the District 9 VBAC Chairman, LEGION administrator for Brunswick County, will provide resources and staffing in order to implement LEGION activities and resources to benefit approximately 350 veterans from Brunswick County.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and the mutual terms and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby specifically acknowledged, the COUNTY and LEGION agree as follows:

1. Purpose of Agreement

The COUNTY has the authority to provide assistance to the LEGION. Accordingly, the COUNTY has agreed to make public funds available to the LEGION up to the amount of Three Thousand Dollars (\$3,000), in order that the LEGION may render public services to the residents of Brunswick County. The LEGION agrees to use said funds strictly in accordance with the provisions of this Agreement.

2. Use of Funds

The funds paid by the COUNTY to the LEGION shall be used exclusively for staff time and associated expenses related specifically to the VBAC. To expend such funds for any purpose not authorized by this Agreement shall constitute a material breach of this Agreement. Payment of funds will be made to the LEGION for eligible reimbursable expenses under this Agreement. Reimbursement under this Agreement must be accompanied by an original invoice that includes a signed statement that no other grants are being used for the purposes of this activity, or stating clearly what portion of a particular activity these funds support.

3. Term of Agreement

The term of this agreement shall be from March 1, 2018 to June 30, 2018.

4. Termination of Agreement

Each party shall have the right to terminate this Agreement by giving the other party thirty (30) days written notice of termination. In the event of termination, the LEGION agrees to refund to the COUNTY all moneys that were made available to LEGION under the provisions of this Agreement which the LEGION retains as of the effective date of termination. In addition, the LEGION shall provide the COUNTY with a financial accounting, as required by the COUNTY, for all funds received by the LEGION and on hand up to the date of termination.

5. Action of COUNTY in the Event of Breach of Contract

In the event that review of the LEGION's performance shows non-conformance to any of the terms or conditions contained herein, the LEGION shall be in breach of this Agreement and the COUNTY may take corrective action as it deems necessary, including, but not limited to, withholding or reduction of any funds not yet paid to the LEGION. In addition, COUNTY shall be entitled to repayment of any funds previously paid to the CFCOG in accordance with the provisions of this Agreement.

6. Compliance with Applicable Laws

6.1 The LEGION agrees that in carrying out activities of any kind funded with the moneys made available under the provisions of this Agreement, it shall comply with all applicable local, state and federal laws and regulations.

6.2 Prior to the receipt of any funds under this Agreement, the LEGION shall report any potential conflict of interest transactions to the COUNTY.

6.3 The LEGION agrees to make its records and minutes available for public inspection, subject to the North Carolina Public Records Act. Any documents received by the

COUNTY from the LEGION in connection with this Contract may be subject to the Public Records Act. The information that might be subject to public inspection includes, but is not limited to, financial statements, income information, credit reports, and statistical information on service recipients. The LEGION shall not release or allow public inspection of any confidential information.

7. Financial Records

The LEGION agrees to establish and maintain fiscal control and accounting procedures which assure the proper accounting of all funds paid by COUNTY to the LEGION. The LEGION agrees that all records with respect to all matters covered by this Agreement shall be maintained for three (3) years after the date on which this contract terminates.

In addition to the annual audit, the LEGION agrees to provide all financial information or reports which may be reasonably requested by COUNTY concerning the use of funds made available under the provisions of this Agreement.

8. Release and Indemnity

To the fullest extent permitted by law, the LEGION shall release, indemnify, keep and save harmless the COUNTY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the COUNTY or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance by the LEGION (or by any person acting for the LEGION or for whom the LEGION is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of LEGION, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the COUNTY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the COUNTY, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the COUNTY, its agents, officials or employees. The LEGION expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the LEGION, shall in no way limit the LEGION's responsibility to release, indemnify, keep and save harmless and defend the COUNTY as herein provided. The intention of the parties is to apply and construe broadly in favor of the COUNTY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. §22B-1.

9. Amendments

The COUNTY or the LEGION may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or the LEGION from its obligations under this Agreement.

The COUNTY may, at its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the Scope of Services, or schedule of activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both COUNTY and the LEGION.

10. Liability of Officers and Agents

No officer, agent or employee of the COUNTY or of the LEGION shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

11. 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.

12. Iran Divestment Act

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.

13. Dispute Resolution

The parties agree that any venue of any legal proceedings pertaining to this contract shall be with the County in Brunswick County, North Carolina and that North Carolina laws apply to all provisions of this agreement.

In the event of a contract dispute, the parties shall first attempt an informal resolution. If the dispute cannot be informally resolved, the parties shall hold mediation with a North Carolina Certified Mediator.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above mentioned.

ATTEST:

BRUNSWICK COUNTY

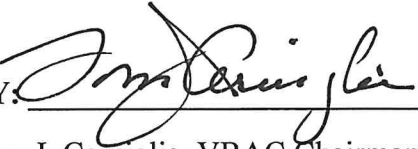
Witness (Sign and Print)

BY: _____
Ann Hardy, County Manager

ATTEST:

AMERICAN LEGION, DISTRICT 9

Witness (Sign and Print)

BY:  _____
Tom J. Cerniglia, VBAC Chairman, District 9

Approved as to Form.

County Attorney

Date

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

Director of Fiscal Operations

Date

Request Info	
Type	Budget Amendment
Description	Veterans Benefit Action Center
Justification	Board Meeting 02/19/2018- Transfer \$3,000 from Non-Departmental miscellaneous expense to Veteran Services Contracted Services pledging support for the 2018 Veterans Benefit Action Center.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104290	449900	Non-Departmental	Miscellaneous Expense	-3000	Decrease	Credit
105820	439900	Veterans Services	Contract Services	3000	Increase	Debit

Total	
Grand Total:	0



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

Action Item # V. - 10.

From:

Reecie Tate

Library - Naming of the New Library Building

Issue/Action Requested:

Request that the Board of Commissioners approve naming the new Library Building at 9400 Ocean Highway W. the *Southwest Brunswick Branch*, as recommended by the Library Board.

Background/Purpose of Request:

At the February 5, 2018 Regular Meeting, the Board of Commissioner approved the renovation and moving of the Hickmans Crossroads Library to the location currently known as the South Brunswick Islands Campus (SBIC).

The Library Board of Trustees has requested that the Board of Commissioners consider naming the library's new location the *Southwest Brunswick Branch*.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Advisory Board Recommendation:

The Library Board recommends naming the new Library Building the *Southwest Brunswick Library*.

County Manager's Recommendation:

Recommend that the Board of Commissioners approve naming the new Library Building the *Southwest Brunswick Branch* as recommended by the Library Board.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

Action Item # V. - 11.

Operation Services - Waste Industries Amendment

From:

Stephanie Lewis, Operation Services
Director

Issue/Action Requested:

Request that the Board of Commissioners approve clarifying amendments to the Solid Waste Collection, Transfer and Disposal Agreement with Waste Industries, LLC.

Background/Purpose of Request:

The Second Amendment of the Solid Waste Collection, Transfer and Disposal Agreement is to clarify and avoid misinterpretation. In addition, the amendment changes the attendant's building at the convenient sites as property of the county and maintenance to these buildings will be the responsibility of the county.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve clarifying amendments to the Solid Waste Collection, Transfer and Disposal Agreement with Waste Industries, LLC.

ATTACHMENTS:

Description

- ❑ Waste Industries Amendment

SECOND AMENDMENT OF SOLID WASTE COLLECTION, TRANSFER AND DISPOSAL AGREEMENT

THIS SECOND AMENDMENT OF SOLID WASTE COLLECTION, TRANSFER AND DISPOSAL AGREEMENT (this "Amendment") is made and entered into this ____ day of February 2018 by and between WASTE INDUSTRIES, LLC ("WI"), and BRUNSWICK COUNTY, NORTH CAROLINA (the "County").

RECITALS

A. WI and the County are parties to Solid Waste Collection, Transfer and Disposal Agreement dated April 16, 2012 (the "Agreement").

B. WI and the County agree that it would be mutually beneficial to amend the Agreement in order to avoid misinterpretation.

AGREEMENT

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

1. Section A of the Recital of the original agreement is amended by removal of the word residential.
2. Section 1.1 Heading is amended by removing the word residential.
3. Section 1.1.2 is amended by removal of the word residential where it appears and replacing "Residential Services" with "Curbside Services".
4. Section 1.1.3 is amended by removal of the word residential.
5. Section 1.2.12 is amended and replaced with: Building Maintenance. The Attendant's building is the property of the County and therefore building maintenance will be the responsibility of the County.
6. Section 2.1 is amended by replacing all references for "Residential Contract Price" with "Curbside Collection Contract Price" and adding "In the event a customer upgrades service from the provided cart, the customer shall receive a credit to its account to reflect the County payment towards the price of the cart."
7. Section 2.5 is amended by replacing all references for "Residential Contract Price" with "Curbside Collection Contract Price".
8. Section 21 is added as follows: "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."

9. Except as specifically modified herein, the Agreement shall remain in full force and effect as written.

IN WITNESS WHEREOF, this Second Amendment of Solid Waste Collection, Transfer and Disposal Agreement is executed and delivered on behalf of the undersigned by their duly authorized representatives as of the date first set forth above.

BRUNSWICK COUNTY, NC

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

WASTE INDUSTRIES, LLC

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

Action Item # V. - 12.

Sheriff's Office - Vehicle Procurement

From:

Mark Trull

Issue/Action Requested:

Request that the Board of Commissioners approve the trade of a 2012 Dodge Charger Vin 2C3CDXCT6CH150991 and purchase of replacement 2018 Dodge Durango.

Background/Purpose of Request:

Request Board of Commissioners approve the trade and replacement of a 2012 Dodge Charger Vin 2C3CDXCT6CH150991SD332 and purchase of a 2018 Dodge Durango. Quotes are attached for trade reference. Request Board of Commissioners approve purchase from local vendor Victory Chrysler Dodge Ram. Justifications for local purchase include no requirement for out of county travel as well as convenience of service and warranty repairs. Funds are available in existing budget.

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 trade of a 2012 Dodge Charger Vin 2C3CDXCT6CH150991 and purchase of replacement 2018 Dodge Durango.

ATTACHMENTS:

Description

☐ Trade Quotes

NEW/USED BUYER'S ORDER

Victory Chrysler Dodge Jeep Ram

45 Naber Drive
Shallotte, NC 28470
(910) 754-2811

INVOICE NO.

DATE 02/08/2018

SALESPERSON Todd York

SALESPERSON

Purchaser: COUNTY OF BRUNSWICK

SS#:

D.O.B.: //

Purchaser:

SS#:

D.O.B.: //

Address: PO BOX 9 BOLIVIA, NC

Zip: 28422

Home Phone: (910) 253-2753

Employer:

Work Phone:

STOCK #	YEAR	MAKE	MODEL	DOORS	CYLINDERS	ODOMETER
	2012	Dodge	Durango	4		0

q AUTO q A/C q V/ROOF q PS q PDB q PW q PSt q CRUISE
q AM/FM q CASS

TRADE-IN: \$	6,000.00	WINDOW PRICE	\$ 38,402 00
--------------	----------	--------------	--------------

YR.: 2012 MAKE & MODEL: Dodge Charger

VIN: 2C3CDXAG0CH257413

MILEAGE: 147230 TAG NO. DECAL NO.

PAYOFF: Good Until 1/1 .00

TO WHOM:	TOTAL	\$ 38,402 00
----------	-------	--------------

2nd LIEN:	DOC FEE	\$ 00
-----------	---------	-------

2nd TRADE-IN: \$ MILEAGE

YR. \$ MAKE & MODEL:

VIN:

PAYOFF: TO WHOM:

THIS VEHICLE IS SOLD WITH NO WARRANTY AND I HEREBY ACCEPT THIS CAR AS IS WITH ANY FAULTS.

ACCEPTED BY CUSTOMER SIGNATURE

INS. COMP.:

POL. #:

INS. AGENT:

ADDRESS:

PHONE:

"THE INFORMATION YOU SEE ON THE WINDOW FORM (BUYER'S GUIDE) FOR THE VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT SALE."

ACTIVITY:

q Walk-in/Be Back q Phone-Up/Phone
q Email-Up/Email-in q Phone-Out

Occupation:

DOB: //

Co-Buyer DOB: //

E-mail: Itmarktrull@gmail.com

@

q Newspaper q Radio q Service
q Walk-In q Internet q TV
q Direct Mail q Drive By q Referral
q Yellow Pages q OTHER q Repeat

CONTACT NOTES:

D.R. INSTALL/OPTIONS

STATE TAX & GROSS REC. TAX

TITLE & REGISTRATION

TRANSFER FEE

ETF

TEMP TAG

TRADE ALLOWANCE \$6,000 00

SERVICE CONTRACT

TOTAL \$32,402 00

PAY-OFF ON TRADE-IN

DEPOSIT REC.# \$

DOWN PAYMENT

AMOUNT TO FINANCE OR CASH \$ 32,402 00

SHOWROOM ACTIVITY

q Product Presentation q Test Drive

q Write-Up Mgr.:

On Stock #:

q Manager Turn Over To:

q Service Walk q Sold q Purchase

q No Purchase Reason q Lease

SCHEDULE FUTURE ACTIVITY:

Date: 02/08/2018

q Appointment

Time: 12:43:48 PM

q Prospect Phone

q No Triggers

q Ownerbase Phone

Manager Initials:

q Manager Phone

q Delivery

NO OTHER AGREEMENT, PROMISE OR UNDERSTANDING OF ANY KIND PERTAINING TO THIS PURCHASE WILL BE RECOGNIZED EXCEPT AS A CONDITIONAL CONTRACT IN WRITING EXECUTED BY THE UNDERSIGNED BUYER, AS PURCHASER, THEREUNDER, THE UNDERSIGNED STATES THAT THE CERTIFICATE OF TITLE OR TITLES TRANSFERRED TO THIS DEALERSHIP IN THIS TRANSACTION IS VALID AND WITHOUT UNDISCLOSED LIENS, AND IS NOT OF A RECONSTRUCTED NATURE. IN THE EVENT DEALER DISCOVERS THIS HAS HAPPENED, THE BUYER AGREES TO BUY BACK THE VEHICLE. THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER AND CREDIT APPROVED BY A RESPONSIBLE FINANCE COMPANY AS TO ANY DEFERRED BALANCE.

ACCEPTED

BUYER'S SIGNATURE

Victory Chrysler Dodge Jeep Ram
45 NABER DRIVE
SHALLOTTE, NC 284704698

Configuration Preview

Date Printed: 2018-02-08 12:21 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 009RW County of Brunswick NC
FAN 2:
Client Code:
Bid Number: TB8076
PO Number:

Sold to:
Victory Chrysler Dodge Jeep Ram (60659)
45 NABER DRIVE
SHALLOTTE, NC 284704698

Ship to:
Victory Chrysler Dodge Jeep Ram (60659)
45 NABER DRIVE
SHALLOTTE, NC 284704698

Vehicle:

2018 DURANGO R/T AWD (WDES75)

	Sales Code	Description	MSRP(USD)
Model:	WDES75	DURANGO R/T AWD	46,295
Package:	22S	Customer Preferred Package 22S	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PAU	Granite Clear Coat	0
	APA	Monotone Paint	0
	*VL	Lux Leather Trimmed Bucket Seats	0
	-X9	Black	0
Options:	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	CVR	2nd Row Console w/Armrest & Storage	495
	CFU	2nd Row Fold/Tumble Captain Chairs	995
	TKY	265/50R20 Performance A/S Tires	395
	ADG	Technology Group	2,495
	4DH	Prepaid Holdback	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	166	Zone 66-Orlando	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB8076	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,095

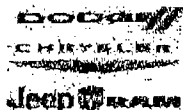
Total Price: 51,770

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Customer Name:
Customer Address:
Instructions: USA

PSP Month/Week:
Build Priority: 99

your fleet Price
= \$ 38402

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Date: 01/22/2018

Salesperson:

Manager:

Nick Jennings

FOR INTERNAL USE ONLY

CUSTOMER	<u>CITY OF BRUNSWICK</u>		Home Phone: <u>(910) 253-2753</u>
	<u>PO BOX 9</u>		
Address:	<u>BOLIVIA, NC 28422</u>		Work Phone:
	<u>BRUNSWICK CO</u>		
E-Mail:			Cell Phone:
VEHICLE			
Stock #:	New / Used: <u>New</u>	VIN:	Mileage: <u>12</u>
Vehicle:	<u>2018 Dodge Durango</u>		Color:
Type:	<u>R/T 4dr All-wheel Drive</u>		
TRADE IN			
Payoff:	VIN: <u>2C3CDXCT6CH150991</u>		Mileage: <u>147,230</u>
Vehicle:	<u>2012 Dodge Charger</u>		Color:
Type:			

Market Value Selling Price

40,450.00

Total Purchase

40,450.00

Taxable Fees (Estimated)

104.85

Trade Allowance

6,000.00

Trade Difference

34,450.00

Doc Fee

499.00

Tax

1,051.62

Non Tax Fees

68.50

Trade Payoff

Cash Deposit

.00

Balance

36,173.97

Customer Approval:

Management Approval:

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

Price good till end of Feb.

TRI-CITIES CHRYSLER DODGE JEEP RAM
869 E STONE DR
KINGSPORT, TN 376604066

Configuration Preview

Date Printed: 2018-02-09 9:57 AM VIN:
Estimated Ship Date: VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 009RW County of Brunswick NC
FAN 2:
Client Code:
Bid Number: TB8076
PO Number:

Sold to:
TRI-CITIES CHRYSLER DODGE JEEP RAM
(60595)
869 E STONE DR
KINGSPORT, TN 376604066

Ship to:
TRI-CITIES CHRYSLER DODGE JEEP RAM (60595)
869 E STONE DR
KINGSPORT, TN 376604066

Vehicle: 2018 DURANGO R/T AWD (WDES75)

	Sales Code	Description	MSRP(USD)
Model:	WDES75	DURANGO R/T AWD	46,295
Package:	22S	Customer Preferred Package 22S	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PAU	Grenite Clear Coat	0
	APA	Monotone Paint	0
	*VL	Lux Leather Trimmed Bucket Seats	0
	-X9	Black	0
Options:	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	CVR	2nd Row Console w/Armrest & Storage	495
	CFU	2nd Row Fold/Tumble Captain Chairs	995
	TKY	265/50R20 Performance A/S Tires	395
	ADG	Technology Group	2,495
	4DH	Prepaid Holdback	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	166	Zone 66-Orlando	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive.	0
Bid Number:	TB8076	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,095
Total Price:			51,770

Order Type: Fleet PSP Month/Week:
Scheduling Priority: 1-Sold Order Build Priority: 99
Customer Name:
Customer Address:
Instructions: USA

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

National Dodge Chrysler Jeep RAM
 Commercial Sales
 2223 N. Marine Blvd.
 Jacksonville, NC 28546
 910-347-3777



Christian Weaver
 Commercial/ Fleet/ Business Link Account Manager
 Ram Certified Agriculture Dealership Coordinator

Customer

Brunswick County Sheriff Office
 P.O. Box 9
 Boliva, NC 28422
 Contact: Capt. Marl Trull
 910-253-2756

Quote #:	001
Date:	01/31/2018
Quote Amount:	\$31,901.00

Sales Code	Description	MSRP	Bid Cost
WDES75	2018 Dodge Durango R/T AWD	\$46,295.00	\$44,585.00
ADG		\$2,495.00	\$2,221.00
TKY		\$395.00	\$352.00
CFU		\$995.00	\$886.00
CVR		\$495.00	\$441.00
X9X		\$0.00	\$0.00
APA		\$0.00	\$0.00
DEST		\$1,095.00	\$1,095.00
FLEET DISC	FLEET DISCOUNT		-\$11,278.00

SubTotal	\$38,302.00
Admin Fee	\$599.00
Bid Price	\$38,901.00

TRADE	2012 Dodge Charger R/T	Trade	-\$7,000.00
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Final Price \$31,901.00

ESTIMATED DELIVERY TIME: 11-13 WEEKS





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

Action Item # V. - 13.

From: Tax - February 2018 Releases
Jeffery P Niebauer

Issue/Action Requested:

Request that the Board of Commissioners approve the February 2018 tax releases.

Background/Purpose of Request:

Approval of the tax releases for February 2018. A summary of the releases is listed below.

County real property release value \$703,320 (24 releases)

County personal property release value \$359,542 (12 releases)
Smithville personal property release value \$45,000 (1 release)
Carolina Shores personal property release value \$39,207 (1 release)
Leland personal property release value \$3,154 (1 release)
St James personal property release value \$72,530 (1 release)
Southport personal property release value \$45,000 (1 release)
Sunset Beach personal property release value \$3,725 (1 release)

County VTS December 2017 release value \$129,417 (16 releases)
Smithville VTS December 2017 release value \$6,920 (1 release)
Calabash VTS December 2017 release value \$5,771 (1 release)
Leland VTS December 2017 \$67,669 (7 releases)
Southport VTS December 2017 \$6,920 (1 release)

County VTS January 2018 release value \$191,503 (20 releases)
Smithville VTS January 2018 release value \$22,020 (3 releases)
Leland VTS January 2018 release value \$115,898 (8 releases)
Oak Island VTS January 2018 \$1,900 (1 release)
Shallotte VTS January 2018 \$300 (1 release)
Southport VTS January 2018 \$20,120 (2 releases)

For information purposes only
Leland fire district \$62.50 (1 release)
Waccamaw fire district \$825 (8 releases)

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the February 2018 tax releases.

ATTACHMENTS:

Description

- ▣ Tax Releases February 2018
- ▣ Motor Vehicle Release VTS February 2018 Processed December 2017 (NCDMV Tax & Tag)
- ▣ Motor Vehicle Release VTS February 2018 Processed January 2018 (NCDMV Tax & Tag)
- ▣ Fire Fee Releases for February 2018 (For information purposes only)

Tax Releases for February 2018

REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
046698	12/11/2017	BRADY SHARON E	015832 (2017)	70220720		146EA003 A	WACCAMAW	\$208.21-C	\$42,930.00	Incorrect Owner/Taxpayer Name
046699	12/11/2017	BRADY SHARON E	015646 (2016)	70220720		146EA003 A	WACCAMAW	\$208.21-C	\$42,930.00	Incorrect Owner/Taxpayer Name
046700	12/11/2017	BRADY SHARON E	015510 (2015)	70220720		146EA003 A	WACCAMAW	\$208.21-C	\$42,930.00	Incorrect Owner/Taxpayer Name
046701	12/11/2017	BRADY SHARON E	014952 (2014)	70220720		146EA003 A	WACCAMAW	\$206.38-C	\$46,640.00	Incorrect Owner/Taxpayer Name
046702	12/11/2017	BRADY SHARON E	014999 (2013)	70220720		146EA003 A	WACCAMAW	\$206.38-C	\$46,640.00	Incorrect Owner/Taxpayer Name
046703	12/11/2017	BRADY SHARON E	013234 (2012)	70220720		146EA003 A	WACCAMAW	\$206.38-C	\$46,640.00	Incorrect Owner/Taxpayer Name
046704	12/11/2017	BRADY SHARON E	013221 (2011)	70220720		146EA003 A	WACCAMAW	\$206.38-C	\$46,640.00	Incorrect Owner/Taxpayer Name
046705	12/11/2017	BRADY SHARON E	013835 (2010)	70220720		146EA003 A	WACCAMAW	\$124.53-C	\$40,830.00	Incorrect Owner/Taxpayer Name

Tax Releases for February 2018

Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
046714	12/29/2017	REMUDA RUN INVESTMENTS LLC	115944 (2017)	60605440	Brunswick County	2270001503		\$54.85-C	\$11,310.00	PTC settlement
046715	12/29/2017	REMUDA RUN INVESTMENTS LLC	113043 (2016)	60605440	Brunswick County	2270001503		\$54.85-C	\$11,310.00	PTC settlement
046716	12/29/2017	REMUDA RUN INVESTMENTS LLC	111688 (2015)	60605440	Brunswick County	2270001503		\$66.98-C	\$13,810.00	PTC settlement
046717	12/29/2017	REMUDA RUN INVESTMENTS LLC	115941 (2017)	60605440	Brunswick County	21100041		\$86.33-C	\$17,800.00	PTC settlement
046718	12/29/2017	REMUDA RUN INVESTMENTS LLC	113040 (2016)	60605440	Brunswick County	21100041		\$86.33-C	\$17,800.00	PTC settlement
046719	12/29/2017	REMUDA RUN INVESTMENTS LLC	111685 (2015)	60605440	Brunswick County	21100041		\$86.33-C	\$17,800.00	PTC settlement
046720	12/29/2017	REMUDA RUN INVESTMENTS LLC	115940 (2017)	60605440	Brunswick County	2110003428		\$31.53-C	\$6,500.00	PTC settlement
046721	12/29/2017	REMUDA RUN INVESTMENTS LLC	113039 (2016)	60605440	Brunswick County	2110003428		\$31.53-C	\$6,500.00	PTC settlement
046722	12/29/2017	REMUDA RUN INVESTMENTS LLC	111684 (2015)	60605440	Brunswick County	2110003428		\$31.53-C	\$6,500.00	PTC settlement
046723	12/29/2017	REMUDA RUN INVESTMENTS LLC	115942 (2017)	60605440	Brunswick County	2120001910		\$150.74-C	\$31,080.00	PTC settlement
046724	12/29/2017	REMUDA RUN INVESTMENTS LLC	113041 (2016)	60605440	Brunswick County	2120001910		\$150.74-C	\$31,080.00	PTC settlement
046725	12/29/2017	REMUDA RUN INVESTMENTS LLC	111686 (2015)	60605440	Brunswick County	2120001910		\$150.74-C	\$31,080.00	PTC settlement
046734	1/23/2018	REMUDA RUN INVESTMENTS LLC	115937 (2018)	50609640	Brunswick County	232pd015		\$360.65-C	\$74,360.00	PTC settlement
046735	1/23/2018	REMUDA RUN INVESTMENTS LLC	113036 (2017)	50609640	Brunswick County	232pd015		\$72.75-C	\$15,000.00	PTC settlement
046736	1/23/2018	REMUDA RUN INVESTMENTS LLC	111681 (2016)	50609640	Brunswick County	232pd015		\$72.75-C	\$15,000.00	PTC settlement
046737	1/25/2018	GANNEY SHARMON	51719 (2017)	21598550	Brunswick County	0280005501		\$195.02-C	\$40,210.00	Duplicate listing

Tax Releases for February 2018

BUSINESS PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
046726	1/10/2018	DEERE CREDIT INC	037417 (2017)	60195500	CAROLINA SHORES	2403A009	SHALLOTTE	\$190.15-C \$39.83-CS	\$39,207.00	Clerical Error/DE Error
046740	2/5/2018	TRIPPS TRUCKING LLC	144967 (2017)	80029285		NULL	WACCAMAW	\$230.38-C	\$47,500.00	Clerical Error/DE Error
046741	2/5/2018	CALLIHANS AUTO SALES	022362 (2017)	10055530		0160006301	NORTHWEST	\$28.91-C \$2.89-LL	\$5,960.00	Clerical Error/DE Error

Tax Releases for February 2018

PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
046727	1/10/2018	FERGUSON DAVID F & CHRISTINE	302441 (2015)	80023473		NULL	LOCKWOOD FOLLY	\$34.67-C \$3.47-LL	\$7,148.00	Duplicate Listing
046728	1/10/2018	HAYES JOHN D	061816 (2017)	80009783		21600089	LOCKWOOD FOLLY	\$11.13-C	\$2,294.00	Did Not Own January 1
046729	1/10/2018	HAYES JOHN D	301328 (2016)	80009783		21600089	LOCKWOOD FOLLY	\$11.71-C \$1.17-LL	\$2,415.00	Did Not Own January 1
046730	1/10/2018	REHDER CHERRY T	115711 (2017)	80015548	SUNSET BEACH	255EA025	SHALLOTTE	\$18.07-C \$5.96-SB	\$3,725.00	Adjusted Per Purchase Price
046731	1/10/2018	WARD WILLIAM RAY	143715 (2013)	80019475	LELAND	037IA056	TOWN CREEK	\$13.96-C \$4.78-LEL	\$3,154.00	Did Not Own January 1
046732	1/10/2018	DWELLE JOHN M JR	042089 (2017)	61921810		2423A026	SHALLOTTE	\$508.18-C	\$104,779.00	Did Not Own January 1
046733	1/10/2018	LAWRENCE ROBERT J	081562 (2017)	80012554	ST JAMES	NULL	LOCKWOOD FOLLY	\$351.77-C \$35.18-LL \$36.27-SJ \$3.63-SJLL	\$72,530.00	Situs in Another County
046739	1/31/2018	NIELSEN DAVID W	301069 (2017)	80062907	SOUTHPORT	NULL	SMITHVILLE	\$218.25-C \$21.82-LL \$18.00-SM \$1.80-LSM \$133.02-SP \$13.30-SPLL	\$45,000.00	APPROVED APPEAL FROM BOER 2017
046742	2/5/2018	GRISSETT ZELPHIA GORE	300001 (2018)	80066196		2000004602	LOCKWOOD FOLLY	\$125.28-C \$12.53-LL	\$25,830.00	Duplicate Listing

Release Category Codes

Release Code Release Type

BHI	BALD HEAD ISLAND
BEL	BELVILLE
BSL	BOILING SPRING LAKES
BOL	BOLIVIA
CAL	CALABASH
CS	CAROLINA SHORES
CAS	CASWELL BEACH
C	COUNTY
HB	HOLDEN BEACH
INT	INTEREST
LSM	LATE LIST SMITHVILLE
LELLL	LELAND LATE LIST
LBLL	LONG BEACH LATE LIST
NAVLL	NAVASSA LATE LIST
NWLL	NORTHWEST LATE LIST
OILL	OAK ISLAND LATE LIST
OIBLL	OCEAN ISLE BEACH LATE LIST
SAD25	SAD 25

Release Code Release Type

BHILL	BALH HEAD ISLAND LATE LIST
BELLL	BELVILLE LATE LIST
BSLLL	BOILING SPRING LAKES LATE LIST
BOLLL	BOLIVIA LATE LIST
CALLL	CALABASH LATE LIST
CSLL	CAROLINA SHORES LATE LIST
CASLL	CASWELL BEACH LATE LIST
FF	FIRE FEE
HBLL	HOLDEN BEACH LATE LIST
LL	LATE LIST PENALTY
LEL	LELAND
LB	LONG BEACH
NAV	NAVASSA
NW	NORTHWEST
OI	OAK ISLAND
OIB	OCEAN ISLE BEACH
SAD24	SAD 24
SAD27	SAD 27

Release Category Codes

Release Code	Release Type
--------------	--------------

SAD28	SAD 28
SCLL	SANDY CREEK LATE LIST
SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST

Release Code	Release Type
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SC	SANDY CREEK
SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH

VTS RELEASES PROCESSED DECEMBER 2017

<u>Adjustment #</u>	<u>Abstract #</u>	<u>Name-Last, First, Middle</u>	<u>Tag #</u>	<u>Year</u>	<u>Make</u>	<u>B- Val</u>	<u>New Value</u>	<u>Diff.</u>	<u>City</u>	<u>Twp.</u>	<u>Override %</u>	<u>Override Value</u>	<u>Override Status</u>	<u>Acquisition Cost</u>	<u>Acquisition Year</u>	<u>Dep Sch</u>	<u>Exempt Type</u>	<u>Notes</u>	<u>Date</u>	<u>Code</u>	<u>Code Description</u>
638558	33347588	MELWORM RONALD STANLEY	DKR6146	2015	HYUN	21,380	18,000	3,380	31			18,000						ADJ TO NADA USING LOWER MILAGE OF 20,000 PER TAXPAYER APPEAL	12/04/17	20	Appealed value
638272	38839726	GILBERT ADAM LOYD	EDZ6846	2016	FORD	20,020	14,249	5,771	19		95%	14,249	TEMP					ADJ TO RMV SALES 2016=\$14,999 DEP @ 5%	12/01/17	1	Adjusted per Purchase Price
638517	39877331	ALLEN JOHN LINDSAY	CK15010	2004	SNBE	2,610	500	2,110			100%	500	PERM					OVERVALUED 4X8 UL TL ADJ TO \$500 RESIDUAL	12/04/17	15	TEC Value Issue
638543	10272574	GOETZ JOAN E	BMK3501	2011	CHEV	16,190	10,600	5,590				10,600						STATE INSPECTION MILEAGE 161,989 ADJ TO NADA	12/04/17	12	High Mileage/Condition
638547	39925537	GARRETT DARRELL WILSON	60809	1966	FORD	9,100	500	8,600			100%	500	PERM						12/04/17	19	Antique Value Approved
638553	35566673	TUCKER JAMIE MERLE	53214	1967	FORD	760	500	260	31		100%	500	PERM						12/04/17	19	Antique Value Approved
638585	32090703	ANDERSON JON JASON	GUSSBUG	1974	VOLK	5,000	2,700	2,300	31			2,700						ADJ USING AVG OF HAGERTY,NADA AND INTERNET SALES PROVIDED BY TAXPAYER	12/04/17	20	Appealed value
645094	40373142	IRVIN CARLOS	PD4425	2018	TOYT	31,270	24,350	6,920	21	3		24,350						ORIGINAL ADJUST.DIDN'T FOLLOW TAG TRANSFER	12/28/17	20	Appealed value
645164	38849700	TARANTO BERNADETTE MARIE	DTORDU	2014	JEEP	19,480	-	19,480	31								MILITARY	HOR-PA ETS 6/2/21	12/28/17	4	Military Exempt
645805	35099440	ACCILEEN ERGUENS	DBD1485	2012	DODG	12,270	-	12,270									MILITARY	HOR-NJ ETS 5/24/18	12/29/17	4	Military Exempt
643392	409660	EVANOFF CARL JR	ZPD3410	2010	CHRY	9,330	7,175	2,155				7,175						MILEAGE 142,155 ADJ TO NADA	12/19/17	12	High Mileage/Condition
643560	40310617	PHILPOTT DAVID LEROY	PBV8568	2012	HYUN	14,000	11,760	2,240	31									INVOICE MILEAGE 116,905	12/19/17	12	High Mileage/Condition
641974	30260517	MCCLINTOCK DONALD EDWARD	9165ST	2016	BMW	44,270	39,150	5,120										ADJ TO NADA APPROVED BY J. NIEBAUER	12/20/17	15	TEC Value Issue
643973	9197939	KOZLOWSKI JAMES VINCENT	SSJ2579	2014	ACURA	38,312	25,100	13,212										STATE INSPECTION ADJ TO NADA	12/20/17	12	High Mileage/Condition
642237	30132255	BAGBY BEN PALMORE	DBJ4580	2015	VOLV	32,724	15,825	16,899	31									ADJ TO NADA	12/14/17	20	Appealed value
642078	35279095	OWENS MARC ANTHONY	BKM2503	2013	INFI	23,110	-	23,110	31								DISABLED VET.	HAND CONTROLS INSPECTED BY V.WALKER	12/14/17	13	Exempt - Disabled Veterans - Service connected Disability Equip

VTs RELEASES PROCESSED JANUARY 2018

<u>Adjustment #</u>	<u>Abstract #</u>	<u>Name-Last, First, Middle</u>	<u>Tag #</u>	<u>Year</u>	<u>Make</u>	<u>B- Val</u>	<u>New Value</u>	<u>Diff.</u>	<u>City</u>	<u>Twp.</u>	<u>Override %</u>	<u>Override Value</u>	<u>Override Status</u>	<u>Acquisition Cost</u>	<u>Acquisition Year</u>	<u>Dep Sch</u>	<u>Exempt Type</u>	<u>Notes</u>	<u>Date</u>	<u>Code</u>	<u>Code Description</u>
646291	39702272	RUPKALVIS JAMES AUGUST	EHN2879	2016	NISS	13,200	-	13,200	21	3							MILITARY	HOR-SD	01/02/18	4	Military Exempt
654701	40032157	OTTOLINI DARWIN F	PED3980	2016	HYUN	12,540	10,640	1,900	14	3	95	10,640	PERM					ADJ TO RMV SALES PRICE 2017=11,200	01/31/18	1	Adjusted per Purchase Price
653863	10742113	DORTCH WILLIAM ANDREW	CFA4966	2014	GMC	19,840	15,475	4,365										STATE INSPECTION MILEAGE	01/30/18	12	High Mileage/Condition
653165	40739902	MILLER ROBERT DONALD	ZS10DV	2017	CHEV	22,850	-	22,850	31								DIS. VETERAN		01/26/18	13	Service connected Disability Equip
653009	438961	GLEMMING JAMES HENRY JR	SAG0LF	2012	TOYT	13,710	10,875	2,835				10,875						STATE INSPECTION MILEAGE 119,820 ADJ TO NADA	01/26/18	12	High Mileage/Condition
652951	39852096	HOOVER GREGORY ALEXANDER	FAL8551	2008	FORD	13,599	-	13,599									MILITARY	HOR-SC	01/26/17	4	Military Exempt
650824	35062333	CLARITY PAULA A	PJCT	2013	FORD	13,260	9,975	3,285				9,975						STATE INSPECTION MILEAGE 99,381 ADJ TO NADA	01/19/18	12	High Mileage/Condition
650479	40344112	THOMPSON VERNON LAROY	TPP6733	2006	MINI	5,400	4,325	1,075	31									ADJ TO NADA USING MILEAGE ON TITLE	01/19/18	20	Appealed value
650621	24147219	MURRAY TODD L	EF4779	2006	FORD	5,980	2,990	2,990	31								MILITARY	HOR-NY 50% EXEMPT SPOUSE NOT DOMICILE	01/19/18	4	Military Exempt
643392	409660	EVANOFF CARL JR	ZPD3410	2010	CHRY	9,330	7,175	2,155				7,175						STATE INSPECTION MILEAGE 142,155 ADJ TO NADA	01/19/18	12	High Mileage/Condition
645094	40373142	IRVIN CARLOS	PD4425	2018	TOYT	31,270	24,350	6,920	21	3								ORG ADJ DIDN'T FOLLOW TAG TRANSFER	01/19/18	20	Appealed value
645164	38849700	TARANTO BERNADETTE MARIE	DTORDU	2014	JEEP	19,480	-	19,480	31								MILITARY	HOR-PA ETS 6/2/2021	01/19/18	4	Military Exempt
645805	35099440	ACCILEEN ERGUENS	DBD1485	2012	DODG	12,270	-	12,270									MILITARY	HOR-NJ ETS 5/24/2018	01/19/18	4	Military Exempt
646603	38835671	THOMAS JEREMY VERNON	DMD5967	2017	TOYT	14,620	-	14,620	31								MILITARY	HOR-WA	01/19/18	4	Military Exempt
649985	35532261	ALLEN BARBARA MUELLER	CF40178	2012	DOTe	8,120	500	7,620				500						5X8 WOODEN TL ADJ TO \$500 RESIDUAL	01/16/18	15	TEC Value Issue
649768	36073391	EDGE RANDY DOUGLAS	JFDI	2013	FORD	18,860	11,704	7,156			95	11,704	PERM					REBUILT ADJ TO BOS 2017=8,300 + 4,021 PARTS DEP @5%	01/16/18	12	High Mileage/Condition
649173	40600400	BARNHILL BELINDA FOWLER	61253	1967	CHEV	800	500	300	22		100	500	PERM						01/12/18	19	Antique Value Approved
648436	40519606	SHAKAR PATRICK SHAWN	HY6750	2007	DODG	6,990	-	6,990	31								MILITARY	HOR-NY EAS 7/31/2021	01/10/18	4	Military Exempt
647876	35978750	PFENNINGER TYLER ALAN	EKE3854	2012	JEEP	15,340	-	15,340	31								MILITARY	HOR-KS	01/08/18	4	Military Exempt
647687	40260383	GRAY DANIEL ADAM	TPM9902	2017	MITs	32,553	-	32,553	31								MILITARY	HOR-FL	01/08/18	4	Military Exempt

FEBRUARY 2018 FIRE FEE RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
046706	12/11/2017	BRADY SHARON E	015832 (2017)	70220720		146EA003 A	WACCAMAW	\$125.00-WACF	\$0.00	Incorrect Owner/Taxpayer Name
046707	12/11/2017	BRADY SHARON E	015646 (2016)	70220720		146EA003 A	WACCAMAW	\$100.00-WACF	\$0.00	Incorrect Owner/Taxpayer Name
046708	12/11/2017	BRADY SHARON E	015510 (2015)	70220720		146EA003 A	WACCAMAW	\$100.00-WACF	\$0.00	Incorrect Owner/Taxpayer Name
046709	12/11/2017	BRADY SHARON E	014952 (2014)	70220720		146EA003 A	WACCAMAW	\$100.00-WACF	\$0.00	Incorrect Owner/Taxpayer Name
046710	12/11/2017	BRADY SHARON E	014999 (2013)	70220720		146EA003 A	WACCAMAW	\$100.00-WACF	\$0.00	Incorrect Owner/Taxpayer Name
046711	12/11/2017	BRADY SHARON E	013234 (2012)	70220720		146EA003 A	WACCAMAW	\$100.00-WACF	\$0.00	Incorrect Owner/Taxpayer Name
046712	12/11/2017	BRADY SHARON E	013221 (2011)	70220720		146EA003 A	WACCAMAW	\$100.00-WACF	\$0.00	Incorrect Owner/Taxpayer Name
046713	12/11/2017	BRADY SHARON E	013835 (2010)	70220720		146EA003 A	WACCAMAW	\$100.00-WACF	\$0.00	Incorrect Owner/Taxpayer Name
046738	1/25/2018	GANEY SHARMON	51719 (2017)	21598550	Brunswick County	0280005501	NORTHWEST	\$62.50-LELF	\$0.00	Duplicate listing

Release Category Codes

Release Code	Release Type	Release Code	Release Type
BHI	BALD HEAD ISLAND	BHILL	BALH HEAD ISLAND LATE LIST
BEL	BELVILLE	BELLL	BELVILLE LATE LIST
BSL	BOILING SPRING LAKES	BSLLL	BOILING SPRING LAKES LATE LIST
BOL	BOLIVIA	BOLLL	BOLIVIA LATE LIST
CAL	CALABASH	CALLL	CALABASH LATE LIST
CS	CAROLINA SHORES	CSLL	CAROLINA SHORES LATE LIST
CAS	CASWELL BEACH	CASLL	CASWELL BEACH LATE LIST
C	COUNTY	FF	FIRE FEE
HB	HOLDEN BEACH	HBLL	HOLDEN BEACH LATE LIST
INT	INTEREST	LL	LATE LIST PENALTY
LSM	LATE LIST SMITHVILLE	LEL	LELAND
LELLL	LELAND LATE LIST	LB	LONG BEACH
LBLL	LONG BEACH LATE LIST	NAV	NAVASSA
NAVLL	NAVASSA LATE LIST	NW	NORTHWEST
NWLL	NORTHWEST LATE LIST	OI	OAK ISLAND
OILL	OAK ISLAND LATE LIST	OIB	OCEAN ISLE BEACH
OIBLL	OCEAN ISLE BEACH LATE LIST	SAD24	SAD 24
SAD25	SAD 25	SAD27	SAD 27

Release Category Codes

Release Code	Release Type
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SAD28	SAD 28
SCLL	SANDY CREEK LATE LIST
SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST

Release Code	Release Type
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SC	SANDY CREEK
SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

Action Item # V. - 14.

From:

Jeffery P Niebauer

Tax - Annual Tax Advertisement Order for 2017 Unpaid Tax Liens

Issue/Action Requested:

Request that the Board of Commissioners approve the advertisement of 2017 unpaid tax liens on real property.

Background/Purpose of Request:

Advertisement of the 2017 unpaid tax liens on real property in local newspaper as required by G.S. 105-369.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the advertisement of 2017 unpaid tax liens on real property.

ATTACHMENTS:

Description

- Annual Advertisement Order for 2017 Unpaid Tax Liens



County of Brunswick
OFFICE OF THE TAX ADMINISTRATOR
PO Box 269, BOLIVIA, NC 28422
910-253-2829 TELEPHONE
910-253-2861 FAX
TAXADMIN@BRUNSWICKCOUNTYNC.GOV
WWW.BRUNSWICKCOUNTYNC.GOV

JEFFERY P NIEBAUER
TAX ADMINISTRATOR

TONY MASIERO
ASST. TAX ADMINISTRATOR

MELINDA ORE
DEPUTY TAX COLLECTOR

Order for Advertisement of 2017 Unpaid Tax Liens on Real Property

**As required by G.S. 105-369 ADVERTISEMENT OF UNPAID TAX LIENS ON REAL
PROPERTY**

It is hereby ordered that the Tax Collector will cause to have published once in the local newspaper all unpaid 2017 tax liens on real property during the period prescribed by law. The Advertisement will combine the liens of the County of Brunswick, Smithville Township, Sunset Beach, Caswell Beach, Village of Bald Head Island, Carolina Shores, Calabash, Boiling Spring Lakes, Southport, Shallotte, Bolivia, Navassa, Belville, Sandy Creek, Varnamtown, Northwest, St. James, Leland, Bald Head Island MSD Zone A & B, and the Fire District Fees thereon.

Date _____

Frank Williams, Chairman
Brunswick County Board of Commissioners



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

Action Item # VI. - 1.

From: Administration - Surplus Property Offers (Steve Stone, Deputy County Manager)
Steve Stone, Deputy County Manager

Issue/Action Requested:

Request that the Board of Commissioners consider offers that have been submitted for 5 surplus parcels.

Background/Purpose of Request:

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
100004202	3529 Dogwood Rd, NE	.49 acre	\$11,480.00	2/1/2002	\$3,749.16	\$4,000.00
173AG006	Goldsboro Rd, BSL	.24 acre	\$4,000.00	4/1/1985	\$349.75	\$800.00
173AG007	Goldsboro Rd, BSL	.24 acre	\$4,000.00	4/1/1985	\$349.75	\$1,000.00
173BH017	Goldsboro Rd, BSL	.24 acre	\$4,000.00	11/1/1987	\$474.79	\$1,000.00
173AG016	Kannapolis Rd, BSL	.24 acre	\$4,000.00	3/1/1985	\$658.55	\$600.00

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners consider offers that have been submitted for 5 surplus parcels.

ATTACHMENTS:

Description

- ▣ Bid 0100004202
- ▣ Bid 173AG006, 173AG007, 173BH017, 173AG016

I Warren Evans Jr am placing a bid offer for tax parcel # 0100004202
Located at 3529 dogwood Rd NE in the amount of \$4,000⁰⁰

Warren Evans Jr

9130 Tar Heel Trail

Leland, NC. 28451

phone: (910) 538-7826

Email: WarrenEvansJr1@gmail.com

A handwritten signature in blue ink, appearing to read "Warren Evans Jr", with a stylized flourish underneath.

To: Steve Stone

From: Retta Kennedy 910-617-5801
rukennedy@atmc.net
420 Green Hill Rd. NE
Leland, NC 28451

Re: Surplus Land bid

Date: February 5, 2018

I would like to place a bid of \$800.00 land with parcel number 173AG006, which is L-13 B-B S-4 on Goldsboro Road in Boiling Spring Lakes, NC

I would like to place a bid of \$1000.00 land with parcel number 173AG007, which is L-14 B-B S-4 on Goldsboro Road in Boiling Spring Lakes, NC

I would like to place a bid of \$1000.00 land with parcel number 173BH017, which is L-38 PT 2 S-4 on Goldsboro Road in Boiling Spring Lakes, NC

I would like to place a bid of \$600.00 land with parcel number 173AG016, which is L-5 B-B S-4 on Kannapolis Road in Boiling Spring Lakes, NC

A handwritten signature in black ink that reads "Retta Kennedy". The signature is written in a cursive, flowing style. The first name "Retta" is on the left and the last name "Kennedy" is on the right, with a long horizontal stroke extending from the end of "Kennedy" across the bottom.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

Action Item # VI. - 2.

From: Engineering - Courthouse Renovation Architectural Services
Wm. L. Pinnix, P.E. - Engineering Director Contract (Bill Pinnix, P.E., Director of Engineering)

Issue/Action Requested:

Request that the Board of Commissioners approve an architectural services contract with Sawyer Sherwood & Associate for design, permitting, and construction administration for the courthouse addition and renovation in the amount of \$975,800.00.

Background/Purpose of Request:

In April of 2017 a detailed space needs assessment study was completed for the courthouse. The study indicated that the net building area needed for all courthouse functions and programs is 64,886 SF and the current net area is 58,779 SF. Currently 47.2% of the building square footage is used for structural, mechanical, restrooms, exit stairs, elevators, entry rotunda, hallways, and corridors. Industry standard for these non-program areas is recommended at 40%. The study also recommended improved security for the courthouse. Due to the current usage of the courthouse the approach must be to construct an addition to the existing building which, once in service, will allow for staff relocation which will facilitate the remodeling phase of the existing structure.

In September a Request for Qualifications for Architectural Services was advertised. Four firms submitted proposals. Sawyer Sherwood & Associate was the first choice of the review committee for this project. Staff has negotiated a professional services contract with Sawyer Sherwood for \$975,800 that includes reimbursable costs and also the fee for their civil, mechanical, plumbing, fire, electrical, and security sub-consultants. The building addition and renovation project will be delivered using the traditional design - bid - build method using the American Institute of Architects (AIA) methodology. Services to be provided are:

- * Schematic Design with presentation and budget opinion
- * Design Development
- * Construction Documents with revised budget opinion at midpoint
- * Bid phase to include assistance with bidder prequalification
- * Construction Phase Administration
- * Security consultant work including review of current security process and design, specify, inspect, and commission security systems

The project budget opinion in the space needs assessment included a line item for administrative costs. This budget item includes funds needed for items to be handled by the Owner and are not included in the design team fee. For a major building project these items are:

- * Site Survey
- * Site Geotechnical Report
- * 3rd Party Quality Control - soil and concrete testing
- * 3rd Party Special Inspections - required by N. C. Building Code
- * Commissioning of the various building systems

The space needs study estimated these Owner administrative costs at approximately \$200,000 (2% of estimated addition and renovation cost).

The county has a fully designed plan for a new courthouse parking lot with Stormwater Control Measure and lighting directly across from the existing courthouse. New parking will be required as existing courthouse parking will be lost with the building addition. This new parking lot design can be incorporated into the courthouse addition and renovation project. The addition and renovation budget opinion in the space needs assessment did not include the construction cost of a new parking lot and stormwater control measure.

Staff recommends that the Board of Commissioners approve an architectural services contract with Sawyer Sherwood & Associate for design, permitting, and construction administration for the courthouse addition and renovation in the amount of \$975,800.00.

Fiscal Impact:

Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Budget amendment and the associated capital transfers \$774,250 in funds designated and \$201,550 in undesignated funds in the County Capital Reserve to the project.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve an architectural services contract with Sawyer Sherwood & Associate for design, permitting, and construction administration for the courthouse addition and renovation in the amount of \$975,800.00.

ATTACHMENTS:

Description

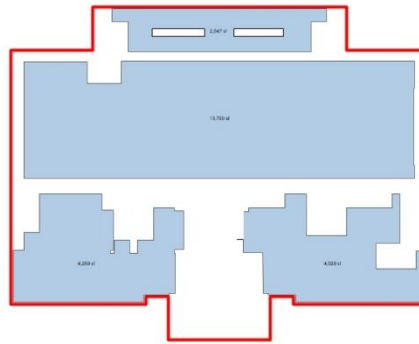
- ▢ Courthouse Current Floor Plan Efficiency
- ▢ Courthouse Sawyer Sherwood Fee Proposal
- ▢ Courthouse - Sawyer Sherwood AIA Contract
- ▢ Courthouse - PowerPoint
- ▢ 20180219 Budget Amendment Courthouse Renovation Reserve.pdf
- ▢ 20180219 Budget Amendment Courthouse Renovation.pdf
- ▢ 20180219 CPO Courthouse Renovation.pdf

Existing building floor plan efficiency :

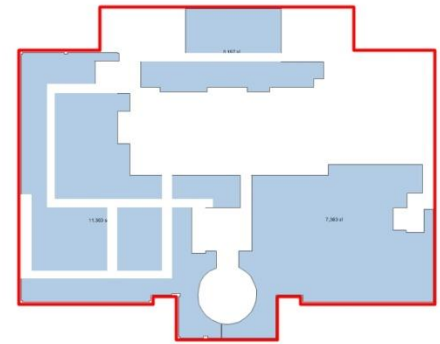
Blue areas are used for space needs



FIRST FLOOR



SECOND FLOOR



THIRD FLOOR

53% of Building Square Footage is used for space needs

47% is used for open space, corridors, elevators, restrooms, mechanical and equipment rooms.

Renovations would improve the plan efficiency.



January 19, 2017

William L. Pinnix, P.E.
Director of Engineering, Brunswick County
PO Box 249
Bolivia, NC 28422

Re: Brunswick County Courthouse Addition & Renovation
Fee Proposal **Revised**

Dear Bill;

This proposal follows the qualifications based selection of our firm for the courthouse expansion project and your request for a fee proposal.

The proposal is based on the space needs study, concept floor plans, and budget opinions commissioned by the county and completed in April, 2017.

The design team presented in our statement of qualifications includes several professional consulting firms, all participated in estimating the fee for this project.

The security consultants work exceeds the normal consultant team envisioned in the April 2017 project budget opinion and has pushed the fee estimate beyond the fee estimated by that study. The security consultant's work will provide a third party review of the current security process and will design, specify, inspect and commission security equipment and communication systems. This service should have value to the court security officers and management, and result in better security systems and lower operating cost.

The fee is also based on the board of commissioner decision to fund the courthouse addition as well as the renovations to the existing building. The funding will allow construction of the addition first. Occupancy of the addition will allow the courts to vacate areas within the existing courthouse for renovations.

The project will be delivered using the traditional design / bid / build method and will follow the guidance, general conditions and agreements provided by the American Institute of Architects. We should utilize these building design and construction standard documents and modify them as needed. AIA documents provide the industry standard for building construction projects. The documents are well respected, fair and coordinated. The standard documents would include our agreement with the county, the general conditions of the construction contract as well as the construction contract itself. Our firm will provide the completed documents, edited as needed, for review and signature.

The design team will design the project and produce construction document in the traditional three design phase approach including

Schematic Design
Design Development
Construction Documents

Presentations and submittal of the design as the work progresses will occur near the end of each phase. Construction cost opinions will be provided at the end of schematic design and midway through the construction documents phase.

The design team will provide bid phase services assisting your department in prequalifying general contractors and by making the project available to contractors who are determined to be qualified for this project.

The design team will provide construction phase services throughout the construction period of both the addition and renovation phases of construction. The team will review the contractors work for compliance with the construction documents, authorize payments to the contractor based on construction progress and close out the project with record drawings capturing revisions necessary during construction.

Fee Proposal

We propose fixed fees organized as per the phases of service described above.

Schematic Design	\$125,000
Design Development	\$130,000
Construction Documents	\$359,000
Bid Phase	\$ 61,000
Construction Administration	<u>\$245,000</u>
Total Fee	\$920,000

Additional services

Security Consultant Services	\$ 55,800
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The project budget outlined in the April 2017 report included a budget line for administrative cost. Typically this budget item includes funds needed for other project development cost not included in the design team fee. On this project the scope of these expenses would include:

1. An update of the geotechnical report performed for the original building.
2. A site survey to accurately locate and delineate all site development and outbuildings that have been constructed around the existing courthouse and in the parking areas where construction is to occur.

3. Third party quality control testing of construction including soil compaction and concrete testing.
4. Special inspections as required by the NC building code. The design team will define the extent required based on the final design.
5. Commissioning of the mechanical, electrical, fire alarm, and security systems.

The proposed fee includes expenses for printing and delivery cost for design review submittals and presentation boards. The fee also includes travel expenses for the security consultant. All other design team members are local.

This is a complex project. The space needs study and concept plan required thoughtful and creative work from our firm, county administration, engineering, the superior court clerk and his staff, judges and the district attorney. The project design needs to be completed carefully, detailed and thorough bid documents produced to simplify the work for construction contractors. Our goal will be to complete the project within the overall budget utilizing the funding to provide the best value for the county. In this case that means spending a little more prior to construction and positioning the project for a successful construction contract bid and construction period. The project complexity is reflected in the fee required. We appreciate the confidence the county has expressed in our firm based on past projects and welcome this challenge.

We will begin work immediately following execution of the design contract and authorization from the county to proceed. We anticipate having the project ready for construction contract bids in 12 to 14 months from notice to proceed. A more detailed schedule will be developed with the county following notice to proceed.

I will be the primary contact for the project and Scott Spike will be the county's second contact, please call or email me at any time.

e-mail: john@s2a3.com

ph: 910 762 0892

Sincerely

A handwritten signature in black ink, appearing to read 'John R. Sawyer', with a stylized flourish at the end.

John R. Sawyer AIA

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Brunswick County
Post Office Box 249
75 Courthouse Drive NE
Building I
Bolivia, North Carolina 28422

Telephone Number: 910.253.2408

and the Architect:
(Name, legal status, address and other information)

Sawyer Sherwood & Associate, PC , Professional Corporation
PO Box 176
Wilmington, NC 28402
Telephone Number: 910 762 0892

for the following Project:
(Name, location and detailed description)

Brunswick County Courthouse Addition and Renovation
Brunswick County Government Center
Bolivia, N.C.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Brunswick County Judicial Facilities
Space Needs Assessment Final Report
April 19, 2017

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Phase one , 15,000 sf , three story courthouse addition

Phase two, Renovation of approximately 48,000 sf of interior space in the existing courthouse and exterior public entrance canopy.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$11,000,000

Init.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any

to be determined

.2 Construction commencement date:

to be determined

.3 Substantial Completion date or dates:

to be determined

.4 Other milestone dates:

to be determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design / Bid / Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

to be determined

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

William Pinnix, P.E.

Post Office Box 249

75 Courthouse Drive NE

Building I

Bolivia, North Carolina 28422

Telephone Number: 910.253.2408

Fax Number: 910.253.2704

Mobile Number: 910.409.2557

Email Address: william.pinnix@brunswickcountync.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

None

Init.

§ 1.1.9 The Owner shall retain consultants to perform the following services
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineering
 - Site Survey
 - Construction Quality Control Testing
 - Special Inspections
 - Building Commissioning
 - Data Quality Control

.2 Civil Engineer:

services provided by Criser Troutman Tanner Consulting Engineers who are also the civil engineering consultant on the architect's design team

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

John R Sawyer
PO Box 176 Wilmington, NC 28402

Email Address: John@s2a3.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer & Civil Engineer:

Criser Troutman Tanner Consulting Engineers
3809 Peachtree Avenue, Suite 102 Wilmington, NC 28403

.2 Mechanical Engineer:

Cheatham and Associates, PA
3412 Enterprise Drive
Wilmington, North Carolina 28405

.3 Electrical Engineer:

Cheatham and Associates, PA
3412 Enterprise Drive
Wilmington, North Carolina 28405

.4 Construction Cost
Estimating

Mulford Cost Management
1017 Ashes Drive, Suite 104
Wilmington, N.C. 28405

.5 Landscape Architect

Sage Design
228 N. Front Street, Suite 202D
Wilmington, NC
28401

§ 1.1.11.2 Consultants retained under Supplemental Services:

Business Protection Specialists, Inc

7413 Six Forks Road
Raleigh, NC 27615

§ 1.1.12 Other Initial Information on which the Agreement is based:

Brunswick County Judicial Facilities Space Needs Assessment Final Report April 19, 2017
Design Team Statement of Qualifications October 13, 2017
Fee Proposal January 19, 2018

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

Init.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and One Million Dollars (\$ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) bidder prequalification (2) obtaining either competitive bids or negotiated proposals; (3) confirming responsiveness of bids or proposals; (4) determining the successful bid or proposal, if any; and, (5) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	by previous contract
§ 4.1.1.2 Multiple preliminary designs	Architect, in basic services
§ 4.1.1.3 Measured drawings	Architect, in basic services
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect, in basic services
§ 4.1.1.6 Building Information Model management responsibilities	not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	not provided
§ 4.1.1.8 Civil engineering	Architect, in basic services
§ 4.1.1.9 Landscape design	Architect, in basic services
§ 4.1.1.10 Architectural interior design	Architect, in basic services
§ 4.1.1.11 Value analysis	not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Architect, in basic services
§ 4.1.1.15 As-designed record drawings	Architect, in basic services
§ 4.1.1.16 As-constructed record drawings based on contractor provided information	Architect, in basic services
§ 4.1.1.17 Post-occupancy evaluation	not provided

§ 4.1.1.18 Facility support services	not provided
§ 4.1.1.19 Tenant-related services	not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner & Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	not provided
§ 4.1.1.25 Fast-track design services	not provided
§ 4.1.1.26 Multiple bid packages	not provided
§ 4.1.1.27 Historic preservation	not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	not provided
§ 4.1.1.30 Other Supplemental Services	not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

12. Cost estimates are provided as part of basic services during design development and when CDs are 60% complete. Additional estimates will be Supplemental Services.

13. Onsite project representation is defined as being a daily presense on the project site during construction. That level of service exceeds basic services.

20. Owners consultants such as a building commissioning consultant requiring support from the A&E team may require supplemental services.

21. Under basic services the A&E team is providing design and documents for the race way system, data rooms, data racks, cabling and cable terminations. Equipment specification and installation is not provided.

22. Security consulting is provided as per the architects proposal.

28. Courtroom seating attached to the building will be included in basic services. Movable furniture selection and procument documents will be provided as a supplemental service .

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

4. Existing record drawings and property surveys may be adequate , Owner will provide additional property surveys as required by the design tea

21. Tele communication equipment specification and installation.

23. HVAC system commissioning is recommended, Design team can assist in securing proposals .

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

(Paragraph Deleted)

- .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph Deleted)

- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

(Paragraph Deleted)

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

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Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 one visit per week (1) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated

as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction located in Brunswick County, N.C.

☐ Other: (Specify)

Init.

[] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Init.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

Init.

the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum Nine Hundred Twenty Thousand
(Insert amount)

\$920,000.00

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Init.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Security consulting services \$55,800

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly rates will apply as per exhibit 11.3

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10.00%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	One Hundred Twenty-Five Thousand	percent (\$125,000	%)
Design Development Phase	One Hundred Thirty Thousand	percent (\$130,000	%)
Construction Documents Phase	Three Hundred Fifty-Nine Thousand	percent (\$359,000	%)
Procurement Phase	Sixty-One Thousand	percent (\$61,000	%)
Construction Phase	Two Hundred Forty-Five Thousand	percent (\$245,000	%)
Total Basic Compensation	Nine hundred twenty thousand	percent	\$920,000	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit 11.7

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are included in basic services with a few exceptions as listed below.

(Paragraphs Deleted)

.3 Permit application fees and other fees required by authorities having jurisdiction over the Project;

(Paragraphs Deleted)

.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner that are in excess of the architects normal presentation. ;

.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

(Paragraphs Deleted)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in

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the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this agreement.)

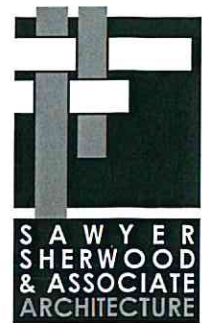
☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Sawyer Sherwood & Associate fee proposal letter dated Jan 19, 2018
Hourly Rates for the design team
firms.

This Agreement entered into as of the day and year first written above

Init.



January 19, 2017

William L. Pinnix, P.E.
Director of Engineering, Brunswick County
PO Box 249
Bolivia, NC 28422

Re: Brunswick County Courthouse Addition & Renovation
Fee Proposal **Revised**

Dear Bill;

This proposal follows the qualifications based selection of our firm for the courthouse expansion project and your request for a fee proposal. The proposal is based on the space needs study, concept floor plans, and budget opinions commissioned by the county and completed in April, 2017.

The design team presented in our statement of qualifications includes several professional consulting firms, all participated in estimating the fee for this project.

The security consultants work exceeds the normal consultant team envisioned in the April 2017 project budget opinion and has pushed the fee estimate beyond the fee estimated by that study. The security consultant's work will provide a third party review of the current security process and will design, specify, inspect and commission security equipment and communication systems. This service should have value to the court security officers and management, and result in better security systems and lower operating cost.

The fee is also based on the board of commissioner decision to fund the courthouse addition as well as the renovations to the existing building. The funding will allow construction of the addition first. Occupancy of the addition will allow the courts to vacate areas within the existing courthouse for renovations.

The project will be delivered using the traditional design / bid / build method and will follow the guidance, general conditions and agreements provided by the American Institute of Architects. We should utilize these building design and construction standard documents and modify them as needed. AIA documents provide the industry standard for building construction projects. The documents are well respected, fair and coordinated. The standard documents would include our agreement with the county, the general conditions of the construction contract as well as the construction contract itself. Our firm will provide the completed documents, edited as needed, for review and signature.

The design team will design the project and produce construction document in the traditional three design phase approach including

Schematic Design

Design Development

Construction Documents

Presentations and submittal of the design as the work progresses will occur near the end of each phase. Construction cost opinions will be provided at the end of schematic design and midway through the construction documents phase.

The design team will provide bid phase services assisting your department in prequalifying general contractors and by making the project available to contractors who are determined to be qualified for this project.

The design team will provide construction phase services throughout the construction period of both the addition and renovation phases of construction. The team will review the contractors work for compliance with the construction documents, authorize payments to the contractor based on construction progress and close out the project with record drawings capturing revisions necessary during construction.

Fee Proposal

We propose fixed fees organized as per the phases of service described above.

Schematic Design	\$125,000
Design Development	\$130,000
Construction Documents	\$359,000
Bid Phase	\$ 61,000
Construction Administration	<u>\$245,000</u>
Total Fee	\$920,000

Additional services

Security Consultant Services	\$ 55,800
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The project budget outlined in the April 2017 report included a budget line for administrative cost. Typically this budget item includes funds needed for other project development cost not included in the design team fee. On this project the scope of these expenses would include:

1. An update of the geotechnical report performed for the original building.
2. A site survey to accurately locate and delineate all site development and outbuildings that have been constructed around the existing courthouse and in the parking areas where construction is to occur.

3. Third party quality control testing of construction including soil compaction and concrete testing.
4. Special inspections as required by the NC building code. The design team will define the extent required based on the final design.
5. Commissioning of the mechanical, electrical, fire alarm, and security systems.

The proposed fee includes expenses for printing and delivery cost for design review submittals and presentation boards. The fee also includes travel expenses for the security consultant. All other design team members are local.

This is a complex project. The space needs study and concept plan required thoughtful and creative work from our firm, county administration, engineering, the superior court clerk and his staff, judges and the district attorney. The project design needs to be completed carefully, detailed and thorough bid documents produced to simplify the work for construction contractors. Our goal will be to complete the project within the overall budget utilizing the funding to provide the best value for the county. In this case that means spending a little more prior to construction and positioning the project for a successful construction contract bid and construction period. The project complexity is reflected in the fee required. We appreciate the confidence the county has expressed in our firm based on past projects and welcome this challenge.

We will begin work immediately following execution of the design contract and authorization from the county to proceed. We anticipate having the project ready for construction contract bids in 12 to 14 months from notice to proceed. A more detailed schedule will be developed with the county following notice to proceed.

I will be the primary contact for the project and Scott Spike will be the county's second contact, please call or email me at any time.

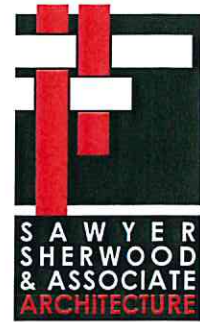
e-mail: john@s2a3.com

ph: 910 762 0892

Sincerely

A handwritten signature in black ink, appearing to read 'John R. Sawyer', with a stylized flourish at the end.

John R. Sawyer AIA



January 1, 2018

Hourly Billing Rates

Principal Architect John R Sawyer	\$135
Architect Douglas K Sherwood	\$110
Associate, Senior Designer Scott Spike	\$100
Staff Architect	\$80
Design Professional	\$70

Brunswick County

Sawyer Sherwood & Associate, PC

OWNER Signature

ARCHITECT Signature

Frank Williams
Chairman, Brunswick County Board of
Commissioners

(Printed name and title)

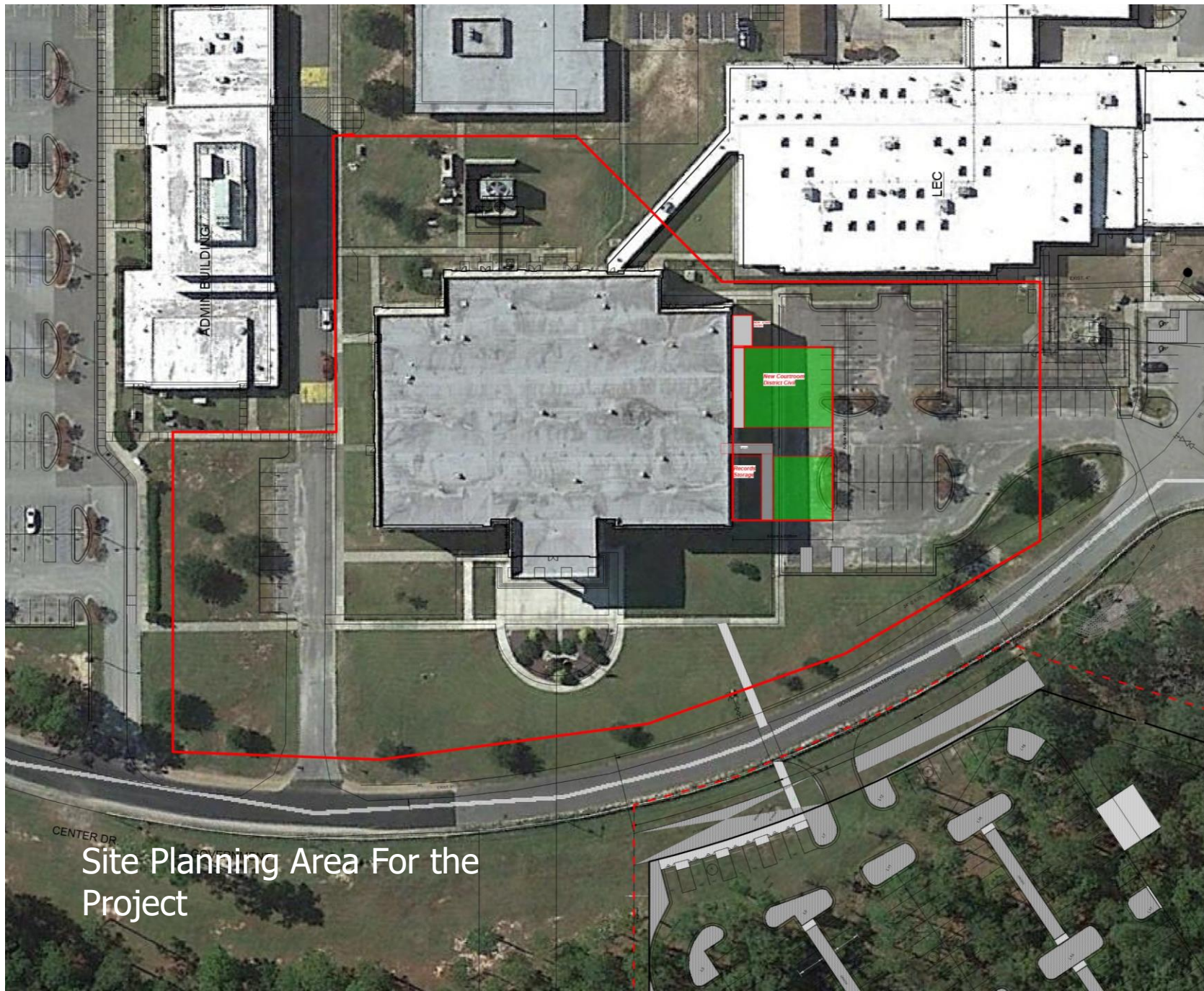
John R. Sawyer , AIA
Firm President

*(Printed name, title, and license number, if
required)*

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BRUNSWICK COUNTY COURTHOUSE ADDITION & RENOVATION



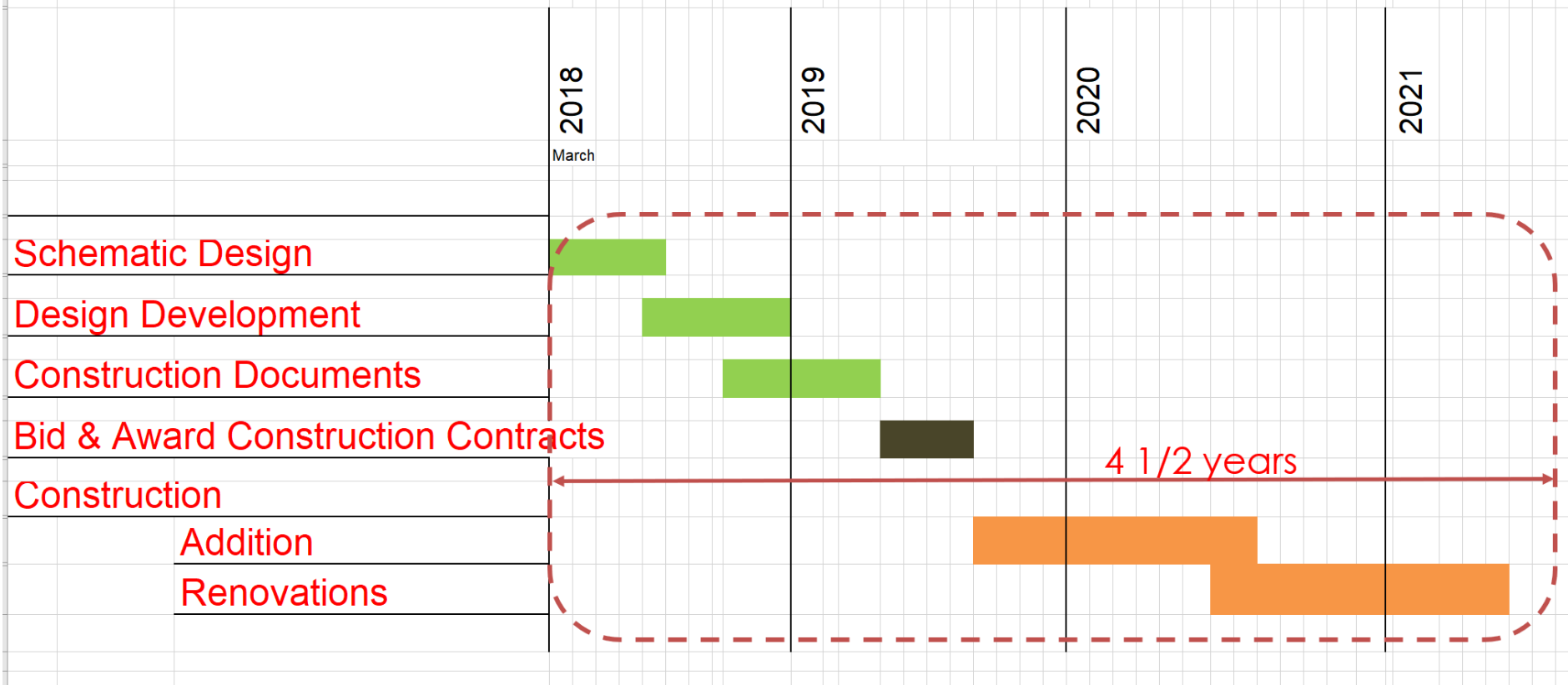


Sawyer Sherwood & Associate will be performing services over 4½ years



Brunswick County Courthouse

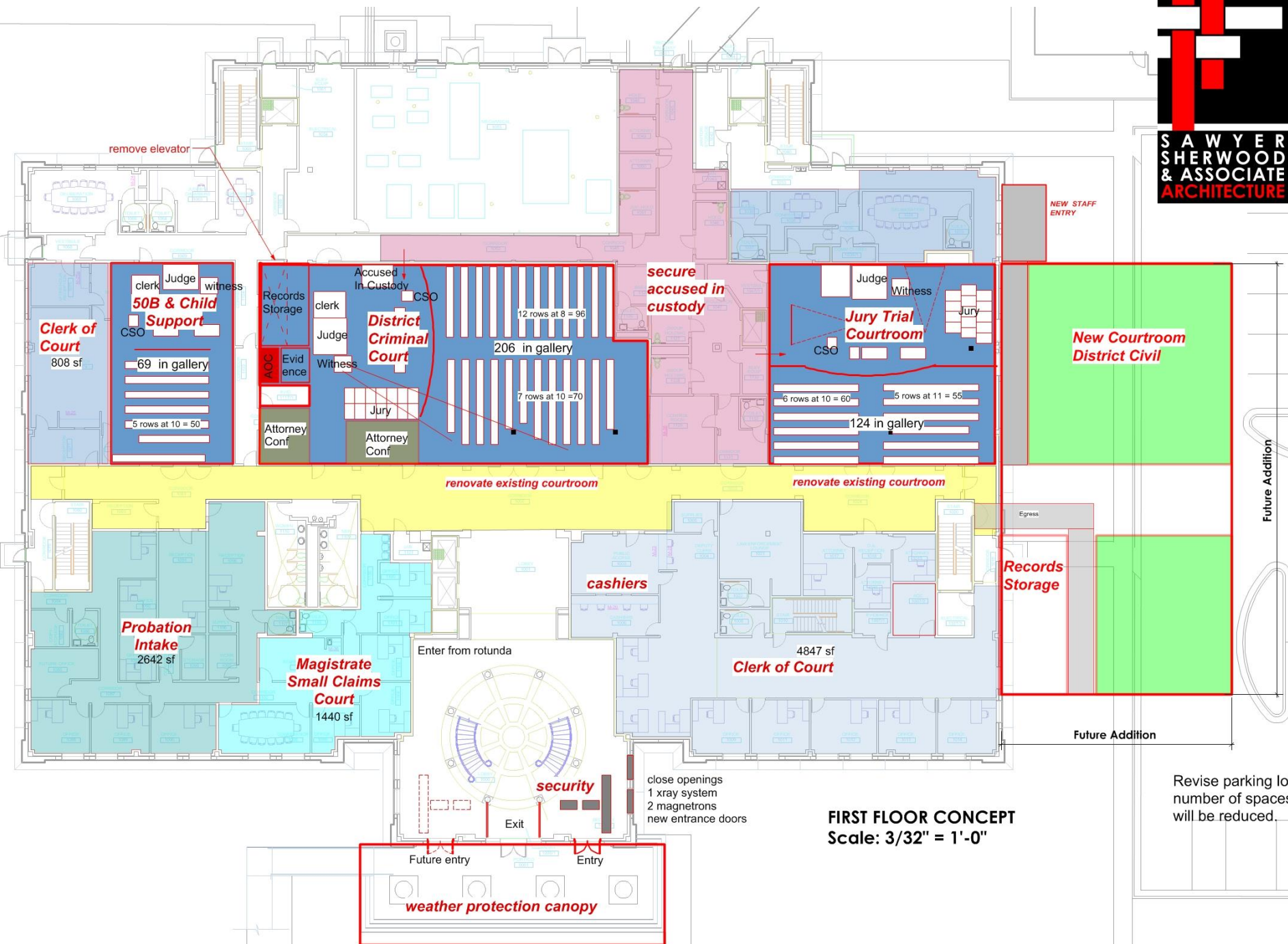
Preliminary Schedule



The project fee compensates consultants for :

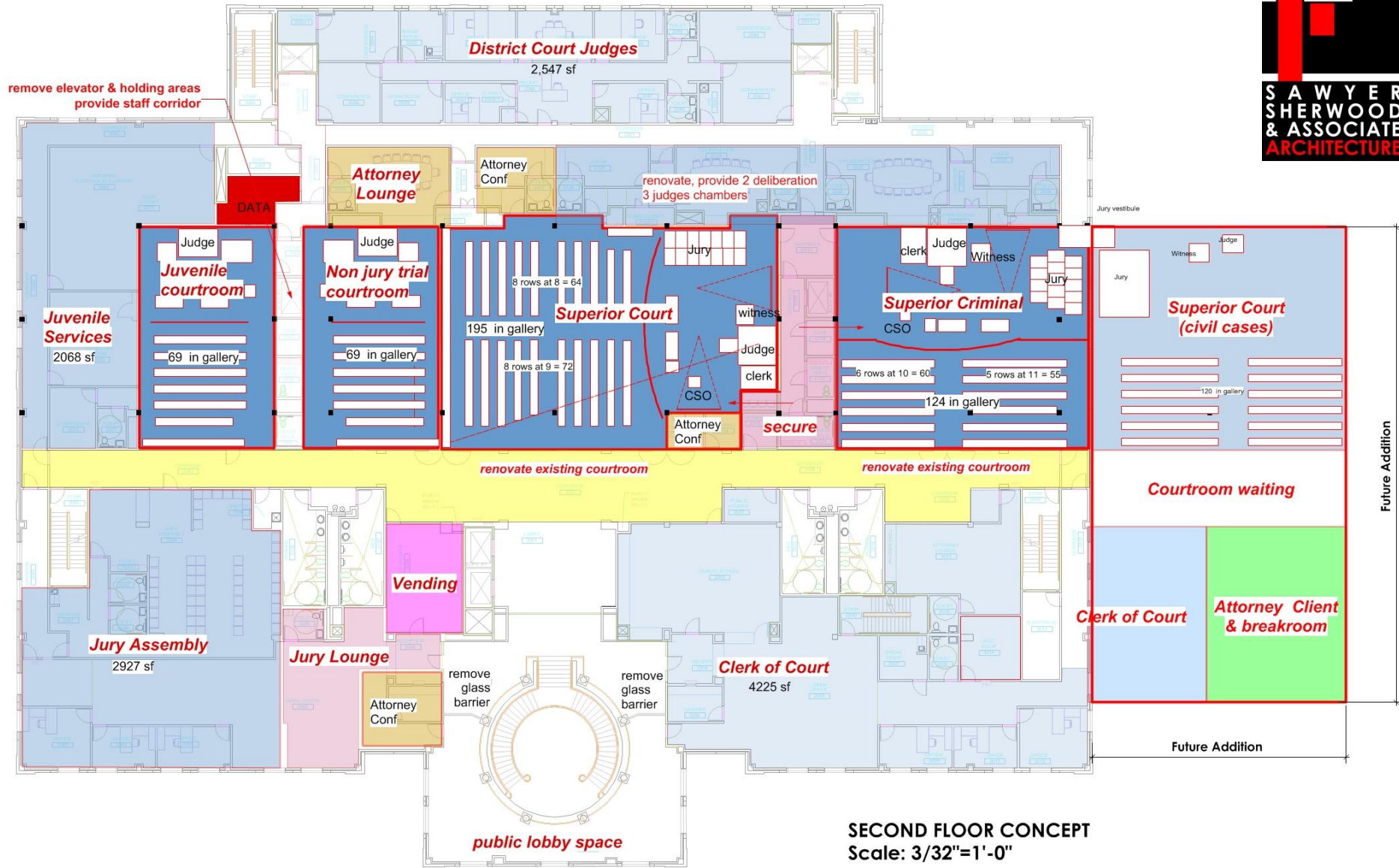


1. Architecture & Interior Design
2. Courthouse Security Design
3. Landscape Architecture
4. Civil Engineering
5. Structural Engineering
6. Electrical Engineering
7. Mechanical Engineering
8. Plumbing Engineering
9. Fire Sprinkler Engineering
10. Cost Estimating



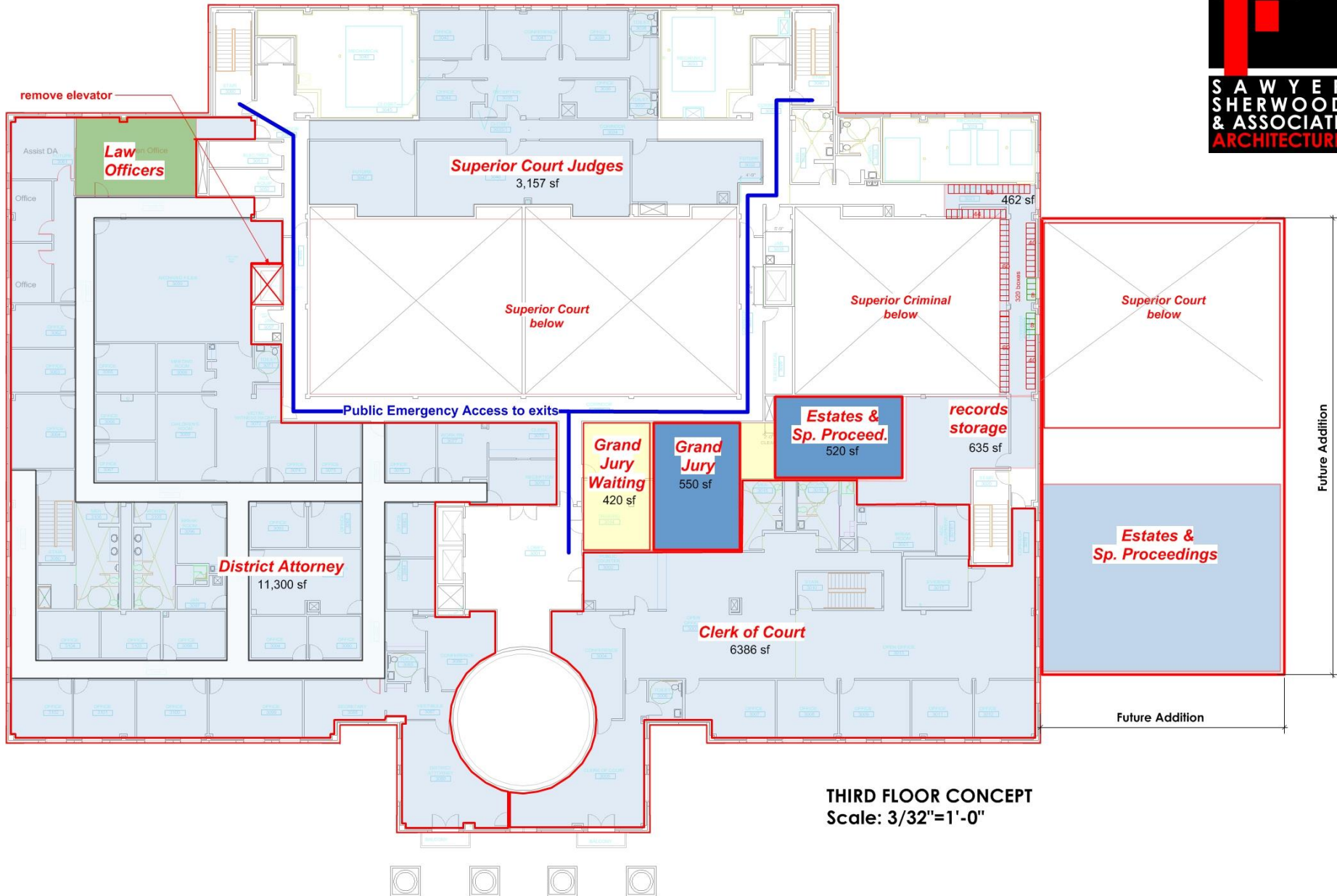
FIRST FLOOR CONCEPT
Scale: 3/32" = 1'-0"

Revise parking lot
number of spaces
will be reduced.



SECOND FLOOR CONCEPT
Scale: 3/32"=1'-0"





Request Info	
Type	Budget Amendment
Description	Courthouse Renovation Project
Justification	Board Meeting 02/19/2018-Transfer \$975,800 from the county capital reserve to the Courthouse Renovation Project for award of engineering contract in the amount of \$975,800.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
439801	398110	Interfund Trans Co Cap Reserve	Trans Frm General Fund	-975800	Decrease	Debit
439801	464299	Interfund Trans Co Cap Reserve	Undesignated Funds	-201550	Decrease	Credit
439801	464204	Interfund Trans Co Cap Reserve	New Courthouse Future Cap Imp	-774250	Decrease	Credit

Total	
Grand Total:	-1951600

Request Info	
Type	Budget Amendment
Description	Courthouse Renovation Project
Justification	Board Meeting 02/19/2018-Transfer \$975,800 from the county capital reserve to the Courthouse Renovation Project for award of engineering contract in the amount of \$975,800.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438207	398110	Court House Renovation	Trans Frm General Fund	975800	Increase	Credit
438207	464001	Court House Renovation	Arch/Engnrg/Legal	975800	Increase	Debit

Total	
Grand Total:	1951600

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
Couthouse Renovation Project
(438207)

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 Capital Projects Fund:

County Capital Projects Fund:

Revenues:

Transfer from General Fund	<u>975,800</u>
Total County Capital Project Revenues	\$ 975,800

Expenditures:

Arch/Eng/Legal	<u>975,800</u>
Total County Capital Project Expenditures	\$ 975,800

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

Current Funds Appropriated	\$ 975,800
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Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$ 975,800
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the February 19, 2018 meeting of the Brunswick County Board of Commissioners.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

From:
Stephanie Lewis, Operation Services
Director

Action Item # VI. - 3.

Operation Services - Building C HVAC Replacement (Stephanie Lewis, Director of Operation Services)

Issue/Action Requested:

Request that the Board of Commissioners award a contract to SPC Mechanical to replace the HVAC units in Building C and approve associated budget amendment.

Background/Purpose of Request:

This contract consists of removing the existing HVAC systems in Building C of the Brunswick County Government Center and replacing them with a Heat Recovery Variable Refrigerant Flow (VRF) type system. Three proposals were received and summarized in the attached bid tabulation. SPC Mechanical was the low bidder with a proposal in the amount of \$278,000. Funds for the Building C HVAC replacement project are budgeted in FY18 104280-435200. A budget amendment is requested for FY18 for additional funds in the amount of \$103,000.

Fiscal Impact:

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendment is to appropriate \$103,000 in contingency funds for the HVAC replacement project.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners award a contract to SPC Mechanical to replace the HVAC units in Building C and approve associated budget amendment.

ATTACHMENTS:

Description

- ❑ Building C HVAC Contract
- ❑ Building C HVAC Bid Tabulation
- ❑ 20180219 Budget Amendment Building C HVAC.pdf

CONTRACT

THIS CONTRACT is made and executed by and between BRUNSWICK COUNTY, NORTH CAROLINA, hereinafter designated as the "COUNTY" or the "OWNER" and; **SPC Mechanical**, hereinafter designated as the "CONTRACTOR":

WITNESSETH:

The Board of County Commissioners, Brunswick County, awarded the Contract for said work to the aforesaid Contractor, the Contractor's proposal being a part of this Contract:

NOW, THEREFORE, in consideration of the payments agreed to be made by the COUNTY, hereinafter specified, the COUNTY and the CONTRACTOR agree as follows:

DESCRIPTION OF WORK

- (1) The Contractor shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the following:

Attached Proposal provide by SPC Mechanical and Scope of Work Provided on Request for Proposals.

- (2) In strict accordance with and as shown in the proposal and scope of work including any specifications, schedules, drawings and other documents as provided by the owner.

GENERAL OBLIGATIONS OF THE CONTRACTOR

The CONTRACTOR will accept the prices specified in this Contract and in the proposal as full compensation and satisfaction for the performance of this Contract. The CONTRACTOR shall be responsible for all loss and damages of every kind and nature which may arise out of or on account of the performance of the work required by this Contract, and for all risks of every description connected with the said work; and the CONTRACTOR shall be responsible for well and faithfully completing the whole work according to the plans and specifications and the terms and conditions of this Contract.

TIME OF COMMENCEMENT AND COMPLETION

The work required by this Contract shall be commenced by the Contractor not later than 15 days after the date of Contract Notice to Proceed. The entire project shall be completed no later than 120 days after the date of Notice to Proceed, pending equipment lead time to be no more than 30 days.

QUALITY AND WORKMANSHIP

All work under this Contract shall be done and performed to the satisfaction of official, employee, or agent of the County as may be designated. Such official, employee or agent shall in all cases of dispute determine the quantity, quality, acceptability and fitness of the Work and materials and of several portions thereof which are to be paid for under this Contract and shall decide and determine all questions which may arise as to the measurements, lines, levels and dimensions of the work and all questions respecting the true construction, interpretation of meaning of the drawings and specifications. In case of dispute between the CONTRACTOR and the said official, employee or agent of the COUNTY, the decision and determination of the latter shall be taken, and shall be final and conclusive.

The parties agree that any venue of any legal proceedings pertaining to this contract shall be with the COUNTY in Brunswick County, North Carolina and that North Carolina laws apply to all provisions of this agreement.

COMPENSATION

*Brunswick County, North Carolina
Building C HVAC Replacement*

*Contract
February 2018*

County agrees to pay Contractor 40% due upon delivery of materials, monthly progress billings through substantial completion totaling 55% and 5% due upon final completion and issuance of warranty. Payment to the CONTRACTOR by the COUNTY of the amounts so determined to be due, in accordance with this Contract, shall relieve the COUNTY from all claims for work done and materials and equipment furnished under this CONTRACT.

CONTRACTOR'S WARRANTIES

The CONTRACTOR, in executing this Contract, warrants that he will be responsible for the maintenance or correction of any work completed under this Contract that may become defective due to faulty workmanship or materials for a period of two years after final acceptance of the work performed.

The CONTRACTOR will provide a Certificate(s) of Insurance indicating compliance with the insurance requirements included with this contract within five (5) working days from the date of this contract.

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.

The parties agree that any venue of any legal proceedings pertaining to this contract shall be with the County in Brunswick County, North Carolina and that North Carolina laws apply to all provisions of this agreement.

In the event of a contract dispute, the parties shall first attempt an informal resolution. If the dispute cannot be informally resolved, the parties shall hold mediation with a North Carolina Certified Mediator.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the 19th day of February 2018.

Witness:

Contractor: (Trade or Corporate Name)

(Proprietorship or Partnership)

By: _____

Attest: (Corporation)

Title: _____
(Owner, Partner, or Corp. President or Vice President Only)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. Only)

(Corporate Seal)

BRUNSWICK COUNTY

Witness:

By: _____

*Brunswick County, North Carolina
Building C HVAC Replacement*

*Contract
February 2018*

Title: _____
(Council Chairperson or Authorized Designate)

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

By: _____

Julie Miller, Finance Officer – Brunswick County, North Carolina

Approved as to form.

By: _____

Title: County Attorney

**COUNTY OF BRUNSWICK
REQUEST FOR PROPOSALS FOR
BUILDING C HVAC**

Brunswick County is requesting proposals (RFP) for demolition of existing system and installation of a new HVAC system for Building C at the Brunswick County Government Center.

A copy of the complete proposal may be obtained from Heather Murray, Brunswick County Operation Services, 179 March 9th 1764 Dr. NE, (Post Office Box 249), Bolivia, North Carolina 28422, 910-253-2503 or from our website at www.brunswickcountync.gov.

All proposals are to be faxed, emailed, hand delivered or received by mail no later than January 12, 2018 by 4:00 p.m. Proposal should be clearly marked **Proposal Response – Building C HVAC.**

These materials should be delivered to:

Mail: Heather Murray, Operation Services
Brunswick County Government
P. O. Box 249
Bolivia, NC 28422

Hand Deliver: Heather Murray, Operation Services
Brunswick County Government Center
Building L
179 March 9, 1764 Drive, NE
Bolivia, NC 28422

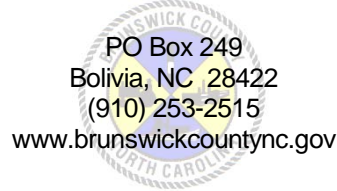
Email: heather.murray@brunswickcountync.gov

*Questions may be directed to Heather Murray at (910) 253-2503 or
heather.murray@brunswickcountync.gov.*

Brunswick County Operation Services Department

Stephanie Lewis, Director

Construction & Grounds
Building Maintenance
Housekeeping



Solid Waste & Recycling
Mosquito Control
Service Center

Brunswick County Operation Services is requesting proposals for demolition of existing system and installation of a new HVAC system for Building C at the Brunswick County Government Center.

I. General Information

Building C is located at 3325 Old Ocean Highway, Bolivia, NC and is a building totaling approximately 19,623 square feet.

II. Scope of Work

The intent of this scope of work is to remove the existing HVAC systems in their entirety, including all duct, registers and grills, piping, etc. These systems will be replaced with a Heat Recovery VRF type system using the attached design drawings and plans. The intent of this new system is to provide individual office/area control of the HVAC system including building simultaneous heating and cooling. Outside air, exhaust, and equipment style is addressed in the following paragraphs.

The scope of work for this building is as follows:

- 1) Existing lights will be hung/supported in their existing locations prior to work by county.
- 2) Contractor must use attached design drawings and plans.
- 3) Contractor is responsible for obtaining all permits that are required. All permits are paid by county.
- 4) Contractor must have system balancing performed by a 3rd party independent certified balancing contractor. Documentation must be provided.
- 5) Contractor must add occupancy sensors to exhaust fans in four restroom facilities.
- 6) All material, labor and work will carry a one (1) year warranty from the date accepted by the county as substantial completion. Manufacturer's warranty for proposed equipment should be outlined in proposal.
- 7) Construction schedule indicating durations of work must accompany all bid proposals. Include engineering and electrical work in this schedule.

- 8) All condensing units will be located on west side of building in similar location of existing equipment. No roof top equipment allowed. No visible duct or duct chases on exterior of building allowed.
- 9) Any roof penetrations are the responsibility of the contractor, but must be coordinated through Brunswick County Operation Services for approved roofing contractors and to avoid roof warranty issues.
- 10) All trash and debris is the responsibility of the contractor. Job site must be neat and clean at the end of every shift.
- 11) Electrical sub-contractor must be listed on proposal.
- 12) Ceiling grid and tile must be removed by contractor and then replaced by contractor.
- 13) Contractor must show proposed equipment certification for employees completing the installation.
- 14) Contractor must provide documentation of building pressure and humidity once system installation is complete.
- 15) Contractor must show proof of at least three (3) completed similar VRF projects and references for this work.
- 16) Work must begin within 15 days of notice to proceed.

Demolition: Safely remove all mechanical split systems, duct work, refrigerant piping, Freon, refrigerant, registers and grills from Building C.
Proper disposal of these products are the responsibility of contractor.

New System Installation:

Equipment: Heat Recovery Variable Refrigerant type system, allowing simultaneous heating and cooling.
Phase condensing units to be wired to existing voltage.
Air Handlers will be VRV style in all office areas. Ceiling Cassette style in data room. High side walls are acceptable in data equipment rooms, and mechanical rooms.
If condensate pumps are required, they should be included in this scope of work by contractor.

Outside Air: Roof top equipment or package equipment not allowed.

Controls: Each air handler will include its own WIRED thermostat within that space.
A central controller networking all devices will be included with a central station located in mechanical room. Bacnet or LON is not required.

Loads: Existing drawings are available through the county for reference of existing equipment size. Office layout as shown on existing drawings will remain the same.

Refrigerant Piping and Drains:

All refrigerant piping will be copper, drains may be sch 40 PVC or copper.

All condensing lines must be piped to drain outside of the building.

Registers/Grills Air Distribution:

All registers and Grills will be aluminum construction, include balancing dampers on all supply grill and return grills.

All duct work shall be metal with external wrap; flex duct is allowed on runouts to grills but shall not exceed 8' in length.

Electrical:

All work must be performed by a licensed contractor.

All wiring will be appropriately sized copper wire.

All panels, devices must be properly labeled to match equipment served.

Existing electrical drawing are available for review prior to bid.

Approved isolation/disconnects are required at each air handler.

III. Minority Business Participation Requirements

Provide with the bid - Under NCGS 143-128.2(c) the undersigned Bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **Also** list the good faith efforts (Affidavit **A**) made to solicit minority participation in the bid effort.

NOTE: A Contractor that performs all of the work with its own workforce may submit an Affidavit **B** to that effect in lieu of Affidavit **A** required above. The Minority Business Participation Form must still be submitted even if there is zero participation.

After the proposals are received - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within seventy-two (72) hours of the notification of being the apparent lowest Bidder, the following:

An Affidavit **C** that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total Contract price, which is equal to or more than the goal established as indicated in the Notice to Bidders. This affidavit shall give rise to the presumption that the Bidder has made the required good faith effort and Affidavit **D** is not necessary;

OR

If less than the goal, Affidavit **D** of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and other specific actions demonstrating recruitment and selection of minority businesses for participation in the Contract.

Note: Bidders must always submit with their bid the Identification of Minority Business Participation Form listing all Minority Business contractors, vendors, and suppliers that will be used. If there is no Minority Business participation, then enter none or zero on the form. Affidavit A or Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low Bidder is grounds for rejection of the bid.

The following documents are attached and made a condition of this quote:

1. Identification of Minority Business Participation
2. MBE Affidavit A (Listing of Good Faith Efforts) and Affidavit B (Intent to Perform Contract with Own Workforce).

IV. Insurance Requirements

The contractor must carry the minimum insurance requirements as described in Attachment “A”. The contractor will provide the County with a copy of insurance documents.

V. Price and Type of Bid

Proposals are requested per the above scope of work and should include all labor, tools, materials and equipment.

VI. Right to Reject

The county reserves the unqualified right to reject any or all proposals when such rejection is deemed to be in the best interest of the county.

VII. Cost to Prepare Proposals

Any cost incurred by a contractor in preparing or submitting a proposal is the sole responsibility of the contractor and will not be eligible for reimbursements by the county.

VIII. Right to Submitted Proposals and Supporting Documents

All written correspondence, proposals and supporting documents received by the county regarding the Request for Proposals will become property of the county.

IX. Proposal Deadline

All proposals must be received no later than **January 12, 2018 at 4:00 pm**. Each should be clearly marked “RFP – Building C HVAC Replacement”. These proposals shall be emailed, hand delivered or mailed. These materials should be delivered to Heather Murray, Brunswick County Operation Services Department, PO Box 249, 179 March 9, 1764 Drive NE, Bolivia, NC 28422 or emailed to heather.murray@brunswickcountync.gov.

X. Inquiries

All inquiries concerning this Request for Proposals may be directed to Heather Murray, Brunswick County Operation Services at (910) 253-2503 or heather.murray@brunswickcountync.gov or James Carter, Brunswick County Operation Services at (910) 253-2529 or james.carter@brunswickcountync.gov.

EXISTING PANEL 'W1': 400A, 208Y/120V, 3Ø, 4W., W/400A MCB 22,000 A.I.C. SURFACE MOUNTED.				
#	LOAD SERVED	BKR.	WIRE	#
1	EQUIPPED SPACE	----	2-#12 15/2	DOAS-1
3			2-#12 15/2	DOAS-2
5				
7			2-#12 15/2	DOAS-3
9				
11				
13	UNKNOWN	30/1	----	
15	UNKNOWN	30/1	3-#6 60/3	ODU 1
17	UNKNOWN	20/1	----	
19	EQUIPPED SPACE	----	----	EQUIPPED SPACE
21				
23				
25				
27				
29				

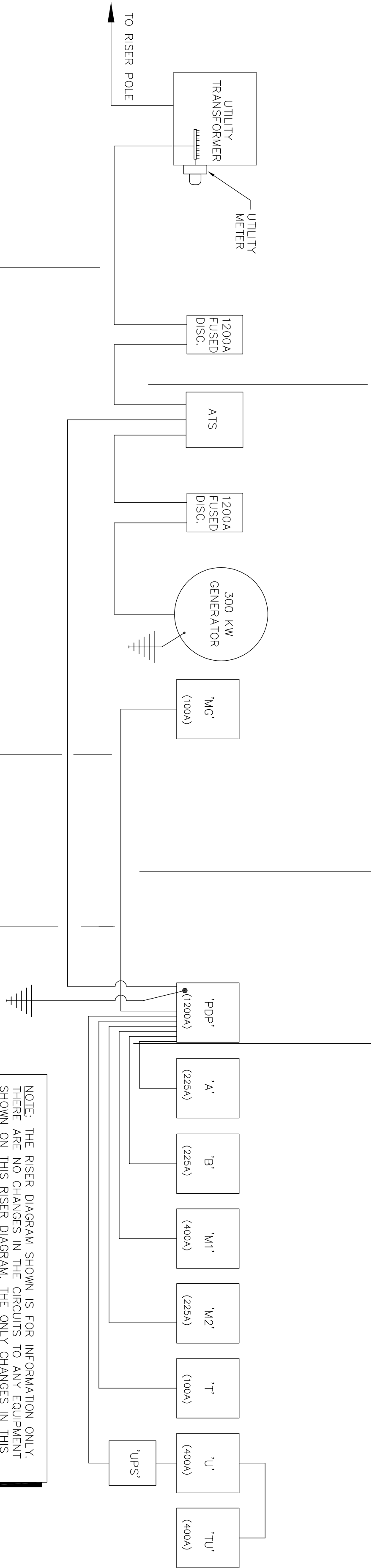
NOTES:
1. BREAKERS 2 THROUGH 18, EVERY ARE ALL NEW.
2. BREAKERS 19 THROUGH 29, ALL BLANK SPACES LEFT AFTER REMOVAL OF CIRCUIT BREAKERS SHOWN ON DRAWING E1.

EXISTING PANEL 'W2': 225A, 208Y/120V, 3Ø, 4W., W/225A MCB, 22,000 A.I.C. SURFACE MOUNTED.				
#	LOAD SERVED	BKR.	WIRE	#
1	ODU-3	20/2	2-#12 20/2	AHU-1 THROUGH 4
3		----	2-#12 20/2	AND BC-1
5	EQUIPPED SPACE	----	2-#12 20/2	AHU-9 THROUGH 15
7				AND BC-2
9	ODU-2	40/3	3-#6 2-#12 20/2	AHU-5 TO 8
11				
13	EQUIPPED SPACE	----	----	20/1 C/O
15	EQUIPPED SPACE	----	----	EQUIPPED SPACE
17	C-COM COFFEE	20/1	----	
19	EQUIPPED SPACE	----	----	
21				
23				
25				
27				
29				

NOTES:
1. BREAKERS ON CIRCUITS 1-15, ODU, ARE NEW ALSO CIRCUIT 16.
2. BREAKERS 17 THROUGH 29, ALL BLANK SPACES LEFT AFTER REMOVAL OF CIRCUIT BREAKERS SHOWN ON DRAWING E1.

NOTE: EXISTING ELECTRIC HEAT IS BEING REMOVED AND REPLACED BY GAS HEATING. THEREFORE, THERE IS NO ADDITIONAL LOAD. NEW DEMAND LOAD WILL BE LESS THAN THE EXISTING LOAD FOR THIS ELECTRICAL SERVICE.

EXISTING PANEL 'W1': 1200A, 208Y/120, 3Ø, 4W., W/1200A MAIN SERVICE RATED, SURFACE MOUNTED.				
#	LOAD SERVED	BKR.	WIRE	#
1	SPARE	30/3	----	TEMP POLE
3	STOVE	60/3	----	SPARE
5	SPARE	30/3	----	PANEL 'W2'
7	PANEL 'T'	60/3	----	COMMUNICATIONS HUT
9	PANEL 'A'	225/3	----	PANEL 'W2'
11	PANEL 'B'	225/3	----	AHU-5
13	PANEL 'W1'	400/3	----	EQUIPPED SPACE
15	EQUIPPED SPACE	----	----	EQUIPPED SPACE
17	DISPATCH UPS	125/3	----	EQUIPPED SPACE
19				
21				
23				
25				
27				
29				



NOTE: THE RISER DIAGRAM SHOWN IS FOR INFORMATION ONLY. THERE ARE NO CHANGES IN THE CIRCUITS TO ANY EQUIPMENT SHOWN ON THIS RISER DIAGRAM. THE ONLY CHANGES ARE SHOWN ON THIS DRAWING AND ON ELECTRICAL DRAWING E2.

ELECTRICAL SYMBOLS

- BRANCH CIRCUIT OR FEEDER CONDUIT CONCEALED IN WALLS OR CEILING. PROVIDE AN EQUIPMENT GROUND WIRE PER NEC ARTICLE 250.122 WHERE REQUIRED TO RUN EXPOSED. INSTALL AGAINST WALLS, CEILING, OR ROOF STRAIGHT AND PARALLEL TO BUILDING LINES.
- ENCLOSED SAFETY SWITCH, GENERAL DUTY, NEMA-1 ENCLOSURE OR NEMA-3R OUTDOOR UNLESS NOTED OTHERWISE. PROVIDE FUSES IF NOTED AND SIZE PER NEC AND EQUIPMENT NAMEPLATE DATA.
- WALL MOUNTED JUNCTION BOX, OR EQUIPMENT JUNCTION BOX WHEN FURNISHED, WITH COVER. MINIMUM SIZE: 4"x4"x1-1/2". SIZE PER NEC.
- ELECTRIC EXHAUST FAN OR OTHER MOTOR-OPERATED MECHANICAL EQUIPMENT; CONNECT ELECTRICALY COMPLETE.
- COMBINATION ELECTRIC EXHAUST FAN AND LIGHT CONNECT ELECTRICALY COMPLETE.
- ELECTRICAL PANELBOARD. SEE SCHEDULE AND RISER DIAGRAM.
- DUAL CHAMBER IONIZATION TYPE SMOKE DETECTOR MOUNTED ON CEILING.
- DUCT TYPE SMOKE DETECTOR WITH SAMPLING TUBES TO SUIT, AND REMOTE INDICATOR LAMP FLUSH MOUNTED IN CEILING OR OTHER READILY VISIBLE LOCATION.
- FIXED TEMPERATURE/RATE OF RISE HEAT DETECTOR MOUNTED ON CEILING.

ELECTRICAL MATERIALS & INSTALLATION:

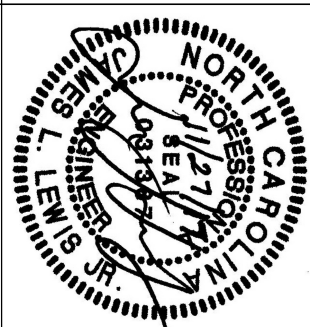
- FURNISH ALL NECESSARY MATERIALS, TOOLS AND LABOR AND INSTALL A COMPLETE AND FULLY OPERABLE WIRING SYSTEM AS INDICATED OR REASONABLY IMPLIED. ALL OUTLETS SHALL BE FULLY CONNECTED TO THE ELECTRICAL SERVICE AND LEFT READY FOR USE. UNLESS NOTED OTHERWISE, ALL MATERIALS SHALL BE NEW, FREE OF DEFECTS AND BE UL LISTED.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE N.E.C., LOCAL CODES AND ORDINANCES AND THE REQUIREMENTS OF THE UTILITY COMPANY. LOCAL CODES SHALL GOVERN IN THE EVENT OF A CONFLICT.
- THE CONTRACTOR SHALL APPLY FOR AND PAY FOR ALL REQUIRED PERMITS, INSPECTIONS, ETC.
- ALL CONDUCTORS SHALL BE 75-DEGREE COPPER (THIN-THIN) INSULATED WITH THIN-THIN CONDUIT. ALL CONDUIT SHALL BE INSTALLED IN A MANNER THAT PROTECTS THE CONDUIT FROM PHYSICAL DAMAGE. CONDUITS RUN UNDER FLOOR SLAB MUST BE SCHED. 40 PVC WHEN TURNED UP THROUGH SLAB WITH RIGID METALLIC 90'S.
- UNLESS INDICATED OTHERWISE, ALL WIRING SHALL BE RUN CONCEALED AND OUTLETS SHALL BE FLUSH MOUNTED IN WALLS OR CEILINGS. OUTLET BOXES SHALL BE SIZED AND INSTALLED PER THE N.E.C.
- PROVIDE A COPPER EQUIPMENT GROUNDING CONDUCTOR IN ALL BRANCH CIRCUIT AND FEEDER CONDUITS, SIZED PER N.E.C. TABLE 250.122. BOND ALL ELECTRICAL EQUIPMENT, OUTLET BOXES, GROUNDING TYPE RECEPTACLES, ETC., IN ACCORDANCE WITH N.E.C. ARTICLE 250.
- ALL POWER WIRING AND CONNECTIONS TO MECHANICAL EQUIPMENT SHALL BE PROVIDED BY THIS CONTRACTOR.
- THE CONTRACTOR SHALL WARRANTY ALL NEW EQUIPMENT, MATERIALS AND LABOR FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL INSPECTION OR FIRST BENEFICIAL USE BY THE OWNER, WHICHEVER COMES FIRST.
- THE CONTRACTOR SHALL VISIT THE SITE TO DETERMINE THE SCOPE OF WORK. NO CREDIT WILL BE GIVEN FOR SITUATIONS THAT SHOULD HAVE BEEN EVIDENT DURING THE SITE INSPECTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO REQUEST CLARIFICATION OF ITEMS IN QUESTION PRIOR TO BID. NO CREDIT WILL BE GIVEN FOR ITEMS THAT ARE LOGICALLY REQUIRED, BUT NOT DETAILED.
- DO NOT DIMENSION FROM THESE DRAWINGS. SEE MECHANICAL DRAWINGS OR OWNER FOR EXACT LOCATIONS. DETAILS ON THESE DRAWINGS ARE FOR WIRING INFORMATION ONLY.
- ALL PANELS AND DISCONNECTS SHALL BE PLACED SO AS TO PROVIDE PROPER N.E.C. REQUIRED CLEARANCE FROM WALLS, CEILINGS AND OTHER ELECTRICAL AND NON-ELECTRICAL EQUIPMENT APPURTENANCES, ETC.
- THE CONTRACTOR SHALL PROVIDE FIRE CAULKING, OR OTHER APPROVED FIRESTOPPING METHOD, ON EACH SIDE OF ALL FIRE RATED PARTITIONS.
- CONTRACTOR SHALL VERIFY HEATING VENTILATING AND AIR CONDITIONING (HVAC) POWER WIRING AND BREAKER SIZING WITH THE HVAC CONTRACTOR PRIOR TO ROUGH-IN AND PRIOR TO PLACING FINAL ORDER FOR ELECTRICAL SWITCHGEAR.
- CONTRACTOR SHALL MEET INSTALLATION CRITERIA FOR SEISMIC REQUIREMENTS IN PROJECT LOCATION.

SYMBOL	DATE	DESCRIPTION	BY
REVISIONS			
© 2017 COASTAL RIVER ENGINEERING			
ELECTRICAL PANELS, SYMBOLS AND RISER			
PROJECT LOCATION: BRUNSWICK COUNTY EMS BUILDING C 3325 OLD OCEAN HIGHWAY BOLIVIA, NC 28422			

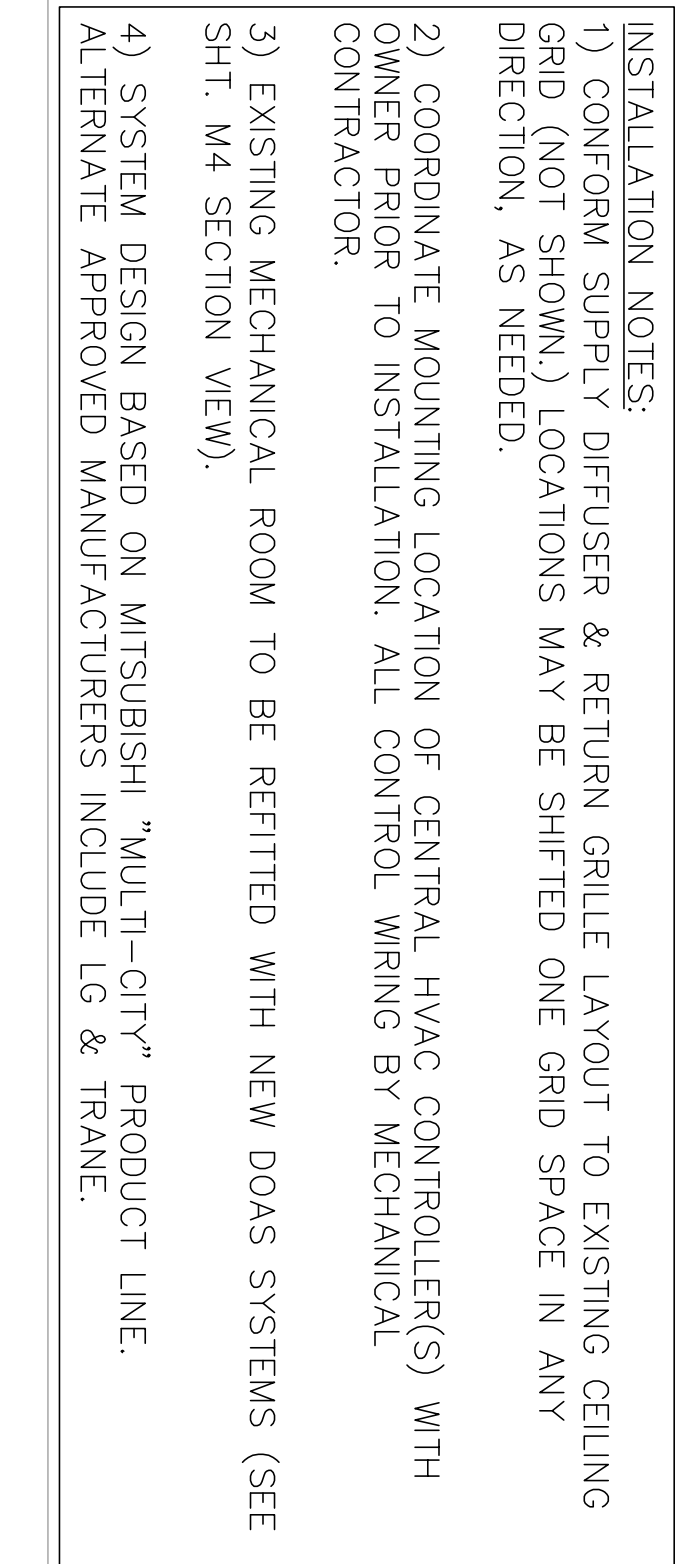
CLIENT:
BRUNSWICK COUNTY OP. SERVICES
179 MARCH 9,1764 DRIVE NE
BOLIVIA, NC 28422

COASTAL RIVER ENGINEERING, PLLC
PO BOX 4065
CALABASH, NC, 28467
CORP. LICENSE NO. P-0791
PHONE (910) 575-4213
FAX (910) 575-7045

170712
DES. JLB
CHK. CEB
DATE 11/27/17



E2



VRF HVAC PLAN

PROJECT LOCATION:
BRUNSWICK COUNTY EMS BUILDING C
3325 OLD OCEAN HIGHWAY
BOLIVIA, NC 28422

CLIENT:
BRUNSWICK COUNTY OP. SERVICES
179 MARCH 9,1764 DRIVE NE
BOLIVIA, NC 28422

COASTAL RIVER ENGINEERING, PLLC

PO BOX 4065	PHONE (910) 575-4213
CALABASH, NC, 28467	FAX (910) 575-7045
CORP. LICENSE NO. P-0791	

DES.	JLL
GKD.	JLL
DRWN.	NBS
DATE	11/27/17



M1

REVISIONS
© 2017 COASTAL RIVER ENGINEERING

PROJECT LOCATION:
BRUNSWICK COUNTY EMS BUILDING C
3325 OLD OCEAN HIGHWAY
BOLIVIA, NC 28422

CLIENT:
BRUNSWICK COUNTY OP. SERVICES
179 MARCH 9,1764 DRIVE NE
BOLIVIA, NC 28422

PO BOX 4065
CALABASH, NC, 28467
CORP. LICENSE NO. P-0791

DES.	JLL
CKD.	JLL
DRWN.	NBS
DATE	11/27/17



M2

VRV AIR HANDLING UNITS														
TAG	UNIT TYPE	INDOOR FAN		OUTDOOR AIR, CFM	COOLING CAPACITY (MBH)		HEATING CAPACITY (MBH)	ELECTRICAL		MANUFACTURER & MODEL NO.	MIN. EFFICIENCY		NOTES	
		CFM	ESP. IN.		TOTAL	SENSIBLE		VOLTS/#	MCA		COOLING	HEATING		
AHU-1	WALL HUNG	200	-	-	6,000	-	6,700	208/1	0.19	Mitsubishi PKFY-P08NBWU-E	-	-	1,2,3,5	
AHU-2	WALL HUNG	370	-	-	8,000	-	9,000	208/1	0.38	Mitsubishi PKFY-P08NHWU-E	-	-	1,2,3,5	
AHU-3	CONCEALED DUCTED	671	-	-	24,000	-	27,000	208/1	1.57	Mitsubishi PEFY-P24NMHU-E	-	-	1,2,3,4,5	
AHU-4	CONCEALED DUCTED	936	-	-	36,000	-	40,000	208/1	4.23	Mitsubishi PEFY-P36NMHU-E	-	-	1,2,3,4,5	
AHU-5	CONCEALED DUCTED	883	-	-	30,000	-	34,000	208/1	2.7	Mitsubishi PEFY-P30NMHU-E2	-	-	1,2,3,4,5	
AHU-6	CONCEALED DUCTED	266	-	-	6,000	-	6,700	208/1	1.05	Mitsubishi PEFY-P08NMAU-E	-	-	1,2,3,4,5	
AHU-7	WALL HUNG	883	-	-	30,000	-	34,000	208/1	2.7	Mitsubishi PEFY-P30NMHU-E2	-	-	1,2,3,4,5	
AHU-8	WALL HUNG	635	-	-	24,000	-	28,000	208/1	0.37	Mitsubishi PKA-A24KA7	-	-	1,2,3,5	
AHU-9	CASSETTE	671	-	-	24,000	-	27,000	208/1	0.54	Mitsubishi PUFY-EP24NEMU-E	-	-	1,2,3,5	
AHU-10	CASSETTE	671	-	-	24,000	-	27,000	208/1	0.54	Mitsubishi PUFY-EP24NEMU-E	-	-	1,2,3,5	
AHU-11	CASSETTE	671	-	-	24,000	-	27,000	208/1	0.54	Mitsubishi PUFY-EP24NEMU-E	-	-	1,2,3,5	
AHU-12	CONCEALED DUCTED	300	-	-	8,000	-	9,000	208/1	1.05	Mitsubishi PEFY-P08NMAU-E	-	-	1,2,3,4,5	
AHU-13	CONCEALED DUCTED	300	-	-	8,000	-	9,000	208/1	1.05	Mitsubishi PEFY-P08NMAU-E	-	-	1,2,3,4,5	
AHU-14	CASSETTE	254	-	-	6,000	-	6,700	208/1	0.25	Mitsubishi PMFY-P06NBWU-E	-	-	1,2,3,5	
AHU-15	CASSETTE	230	-	-	6,000	-	6,700	208/1	0.25	Mitsubishi PMFY-P06NBWU-E	-	-	1,2,3,5	

1. DIGITAL TEMPERATURE AND HUMIDITY CONTROLLER (THERMOSTAT)
2. DISCONNECT SWITCH
3. CONDENSATE PUMP
4. FILTER BOX WITH FILTER
5. ALTERNATE MANUFACTURERS (TRANE, LG) ARE ACCEPTABLE PROVIDED THAT CAPACITY, EFFICIENCY, SOUND LEVELS, AND CONSTRUCTION ARE MET OR EXCEEDED.

[illegible]

1. WIND Baffle
2. LOW AMBIENT CONTROLS & KIT
3. BASE PAN HEATER KIT
4. DISCONNECT SWITCH
5. SYSTEM DDC CONTROLLER FINAL CONTROLLER LOCATION(S) TO BE DETERMINED BY THE OWNER
6. HAL/YAARDL GUARD
7. FACTORY INSTALLED SEACOAST COATED COILS
8. ALTERNATE MANUFACTURERS (FRAME, LG) ARE ACCEPTABLE PROVIDED THAT CAPACITY, EFFICIENCY, SOUND LEVELS, AND CONSTRUCTION ARE MET OR EXCEEDED















[illegible]

1. COATED COILS
2. 2" MERV 8 PLEATED THROWAWAY FILTERS
3. STAINLESS STEEL DRAIN PAN
4. AUXILIARY REHEAT COIL
5. DIGITAL TEMPERATURE AND HUMIDITY CONTROLLER (THERMOSTAT)
6. OCCUPANCY SWITCH
7. FLOOR STAND
8. CO2 SWITCH

CAPACITIES SHOWN ARE CALCULATED WITH THE FOLLOWING CONDITIONS:

DEHUMIDIFICATION

Supply Air Temp. DBWB/HR/DP	-76.8°F/61.7°F/42.2%	52.2°F
Return Air Temp. DBWB/HR/DP	-75.0°F/62.5°F/49.8%	55.0°F
Outside Air Temp. DBWB/HR/DP	-50.0°F/78.0°F/47.3%	71.8°F
Supply Air Temp. DBWB/HR/DP	-76.8°F/61.7°F/42.2%	52.2°F
Return Air Temp. DBWB/HR/DP	-72.4°F/56.1°F/34.6%	43.0°F
Outside Air Temp. DBWB/HR/DP	-23.0°F/12.0°F/75.0%	17.0°F
Supply Air Temp. DBWB/HR/DP	-22.0°F/15.0°F/46.0%	50.1°F
Return Air Temp. DBWB/HR/DP	-20.0°F/19.0°F/36.0%	43.0°F
Outside Air Temp. DBWB/HR/DP	-20.0°F/19.0°F/36.0%	43.0°F
Supply Air Temp. DBWB/HR/DP	-20.0°F/19.0°F/36.0%	43.0°F
Return Air Temp. DBWB/HR/DP	-20.0°F/19.0°F/36.0%	43.0°F
Outside Air Temp. DBWB/HR/DP	-20.0°F/19.0°F/36.0%	43.0°F

MECHANICAL LEGEND	
SYMBOL	DESCRIPTION
	SUPPLY DUCT
	RETURN AIR DUCT
	OUTDOOR AIR SUPPLY DUCT
	INDOOR AIR EXHAUST DUCT
	EXHAUST DUCT
	DUCT TRANSITION
MARK CFM	GRILLE OR DIFFUSER MARK FOR CFM
 	AIR DIFFUSERS
22x22 	RETURN AIR FILTER GRILLE
AHU # 	AIR HANDLING UNIT
	CONDENSER UNIT (OUTDOOR UNIT)
	OUTDOOR AIR INTAKE
	EXHAUST FAN/DUCT
	THERMOSTAT
(T) S	TEMPERATURE SENSOR
(H)	HUMIDISTAT
R.A.	RETURN AIR
S.A.	SUPPLY AIR
O.A.	OUTDOOR AIR
C.A.	COMBUSTION AIR
M.A.	MIXED AIR
F.D.	FIRE DAMPER
S.D.	SMOKE DAMPER
CD	CONDENSATE DRAIN

MECHANICAL NOTES:

1. WORKMANSHIP SHALL COMPLY WITH THE 2012 N.C. MECHANICAL CODE AND ALL OTHER STATE/LOCAL CODES AND ORDINANCES.
2. THE FANS SHALL BE DEGRADED FOR THE ELEVATION OF THE JOB SITE TO DELIVER THE REQUIRED CFM OF AIR SHOWN ON DRAWINGS.
3. DIMENSIONS SHOWN ON DRAWINGS FOR DUCTWORK ARE INSIDE CLEAR. FIELD VERIFY ALL DIMENSIONS BEFORE FABRICATING DUCTWORK.
4. ALL DUCTWORK, INCLUDING FIRE DAMPERS, SHALL BE SEALED AND TESTED FOR LEAKS PRIOR TO COVERING WORK.
5. INSTALL FIRE DAMPERS IN ALL DUCTWORK THROUGH FIRE RATED ASSEMBLIES.
6. ALL RECTANGULAR DUCTWORK SHALL BE LINED. ALL ROUND DUCTWORK SHALL BE WRAPPED WITH DUCT INSULATION.
7. ALL CONTROL WIRING SHALL BE RUN IN CONDUIT. SEE DIVISION 16 FOR WIRING METHODS, CONDUIT, BOX SUPPORT, ETC.
8. COORDINATE WORK WITH OTHER TRADES. COORDINATE ALL EQUIPMENT WITH CONTROL SYSTEM FOR A COMPLETE OPERABLE SYSTEM.
9. PATCH ALL CUTTING OR DRILLING OF EXISTING FINISHED WALLS, CEILINGS, OR FLOORS.
10. UPON COMPLETION OF HVAC WORK, AN INDEPENDENT CERTIFIED TEST & BALANCE SERVICE SHALL BALANCE ALL SYSTEMS, CHECK OPERATION OF ALL CONTROLS, AND SUBMIT A WRITTEN AIR TEST & BALANCE AND OPERATION OF CONTROLS REPORT TO ARCHITECT/ENGINEER ALONG WITH O&M MANUALS.
11. CONTRACTOR SHALL INSTALL ANY BALANCING DEVICE NECESSARY TO ACHIEVE PROPER ADJUSTING AND BALANCING OF MECHANICAL SYSTEMS.
12. FIELD VERIFY ALL UNDERGROUND UTILITIES, PIPE LINES, ETC. PRIOR TO DIGGING. MECHANICAL CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE AND REPAIR OF UTILITIES, PIPE LINES, ETC. DAMAGED DURING CONSTRUCTION.
13. ALL AUTOMATIC OR MOTORIZED CONTROL DAMPERS AND ACTUATORS NOT FURNISHED WITH PACKAGED EQUIPMENT SHALL BE FURNISHED BY CONTROL CONTRACTOR AND INSTALLED BY MECHANICAL CONTRACTOR.
14. ALL AUTOMATIC CONTROL VALVES SHALL BE FURNISHED BY CONTROL CONTRACTOR AND INSTALLED BY MECHANICAL CONTRACTOR.
15. SEE STRUCTURAL DRAWINGS FOR HANGING FROM ROOF TRUSSES OR FLOOR JOISTS.
16. USE HART COOLEY "T-BAR" TYPE DIFFUSERS OR EQUIVALENT.
17. PROVIDE TURNING VANES IN ALL RECTANGULAR DUCT ELBOWS.
18. DUCT ROUTING IS DIAGRAMMATIC IN NATURE AND DOES NOT SHOW ALL REQUIRED FITTINGS TO ROUTE DUCT AS SHOWN.
19. PROVIDE SEISMIC PROTECTION OF DUCT, AIR HANDLERS, AND OUTDOOR EQUIPMENT PER THE NC MC.
20. HEAT PUMP UNITS SHALL BE MOUNTED ON CONCRETE PADS 4 INIMUM ABOVE FINISHED GRADE.

SYMBOL	DATE	DESCRIPTION	BY
REVISIONS			
© 2017 COASTAL RIVER ENGINEERING			
<h2>VRF HVAC NOTES/SCHEDULES</h2> <p>PROJECT LOCATION: BRUNSWICK COUNTY EMS BUILDING C 3325 OLD OCEAN HIGHWAY BOLIVIA, NC 28422</p>			

<p>COASTAL RIVER ENGINEERING, PLLC</p> <p>PO BOX 4065 CALABASH, NC, 28467 CORP. LICENSE NO. P-0791</p>		<p>PHONE (910) 575-4213 FAX (910) 575-7045</p>	<p>CLIENT: BRUNSWICK COUNTY OP. SERVICES 179 MARCH 9,1764 DRIVE NE BOLIVIA, NC 28422</p>
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170712

DES.	JLL
CKD.	JLL
DRWN.	NBS
DATE	11/27/17



M3



BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Personal and Advertising Injury Limit
\$ 5,000 Medical Expense Limit

B. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000 Each Accident
\$500,000 Disease - Each Employee
\$500,000 Disease - Policy Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit – Any Auto

D. PROFESSIONAL LIABILITY

\$1,000,000 Per Occurrence

E. POLLUTION LIABILITY INSURANCE

\$1,000,000 Per Occurrence

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

ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

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

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

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

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

ATTACHED DOCUMENTS

The following documents are attached to and made a condition of this Bid:

- Identification of Minority Business Participation form
- MBE Affidavit A (Listing of Good Faith Efforts) or Affidavit B (Intent to Perform Contract with Own Workforce)

MINORITY BUSINESS PARTICIPATION REQUIREMENTS:

Provide with the bid - Under NCGS 143-128.2(c) the undersigned Bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **Also** list the good faith efforts (Affidavit **A**) made to solicit minority participation in the bid effort.

NOTE: A Contractor that performs all of the work with its own workforce may submit an Affidavit **B** to that effect in lieu of Affidavit **A** required above. The Minority Business Participation Form must still be submitted even if there is zero participation.

After the proposals are recieved - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within seventy-two (72) hours of the notification of being the apparent lowest Bidder, the following:

An Affidavit **C** that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total Contract price, which is equal to or more than the goal established as indicated in the Notice to Bidders. This affidavit shall give rise to the presumption that the Bidder has made the required good faith effort and Affidavit **D** is not necessary;

OR

If less than the goal, Affidavit **D** of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and other specific actions demonstrating recruitment and selection of minority businesses for participation in the Contract.

Note: Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all Minority Business contractors, vendors, and suppliers that will be used. If there is no Minority Business participation, then enter none or zero on the form. Affidavit A **or** Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low Bidder is grounds for rejection of the bid.

Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said Contract, provide performance and payment bonds, and certificates of insurance within ten (10) consecutive calendar days after being given written notice of the award of Contract, the certified check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash, or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of _____

(Name of Firm or Corporation Making Bid)

WITNESS:

(Proprietorship, Partnership, or LLC)

By: _____
Signature

Name: _____
Print or Type

Title: _____
(Owner/Co-Partner/President/Vice President/Manager)

Address: _____

ATTEST:

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

License No. _____

Federal I.D. No. _____

(CORPORATE SEAL)

do hereby certify that on this project, we will use the following Minority Business Enterprises (MBE) as subcontractors, vendors, suppliers, or providers of professional services.

[illegible]

The total value of minority business contracting will be (\$)_____.

Brunswick County AFFIDAVIT A – Listing of Good Faith Efforts

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the Contractor, or available on State or local government-maintained lists, at least ten (10) days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 – (10 pts)** Made the plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least ten (10) days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended pre-bid meetings scheduled by the owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for Subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the Bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation when possible.
- ☐ **10 – (20 pts)** Provided quick pay agreements and policies to enable minority Contractors and suppliers to meet cash-flow demands.
- ☐ **11 – (20 pts)** A minimum of two (2) or all, if only one (1) is indicated, of the MBE firms indicated on the "Identification of Minority Business Participation" form are **Brunswick County** based.

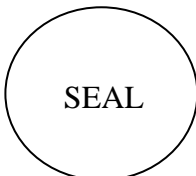
The undersigned, if apparent low Bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of Contract to be executed with the Owner. Substitution of Contractors must be in accordance with NCGS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the Contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____
 Subscribed and sworn to before me this _____ day of _____ 20____
 Notary Public _____

My commission expires _____

Brunswick County AFFIDAVIT B – Intent to Perform Contract
with Own Workforce

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform one hundred percent (100%) of the work required for the _____ Contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

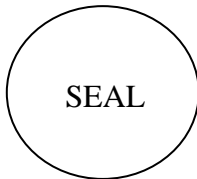
The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Brunswick County **AFFIDAVIT C – Portion of the Work to be Performed by Minority Firms**

(Note this form is to be submitted only by the apparent lowest responsible, responsive Bidder.)

If the portion of the work to be executed by minority businesses as defined in NCGS143-128.2(g) is equal to or greater than the percentage goal listed in the Notice to Bidders of the Bidders total Contract price, then the Bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **seventy-two (72) hours** after notification of being low Bidder.

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

(Project Name)
Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the Contract with Minority Business Enterprises. Minority businesses will be employed as Subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

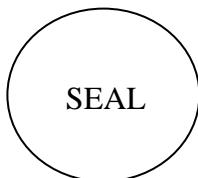
Name and Phone #	*Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

Pursuant to NCGS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a Contract with the Owner. Failure to fulfill this commitment may constitute a breach of the Contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Brunswick County

AFFIDAVIT D – Good Faith Efforts

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the percentage goal of participation by minority business listed in the Notice to Bidders **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

Amount of Bid \$ _____ (Project Name)

I will expend a minimum of _____% of the total dollar amount of the Contract with Minority Business Enterprises. Minority businesses will be employed as Subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone #	*Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this Contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date, and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible Sub-Bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any Contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive Bidder.

Pursuant to NCGS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a Contract with the Owner. Failure to fulfill this commitment may constitute a breach of the Contract.

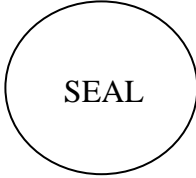
Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Winston-Salem Division
3936 Westpoint Blvd • PO Box 25267
Winston Salem, NC 27114
336.785.9500
License #7348

Wilson Division
1908 Baldree Road • PO Box 3006
Wilson, NC 27895
252.291.1561
License #2108

Raleigh Division
7500 Precision Drive • PO Box 90455
Raleigh, NC 27675
919.957.7228
License #7422



PROPOSAL SUBMITTED TO Heather Murray	DATE 1/12/18
COMPANY NAME Brunswick County	JOB NAME Brunswick County Building C HVAC Renovation
EMAIL ADDRESS Heather.murray@brunswickcountync.com	JOB LOCATION Bolivia, NC

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

SPC MECHANICAL CORPORATION WILMINGTON CONSTRUCTION DIVISION PROPOSES TO FURNISH LABOR AND MATERIALS TO INSTALL THE HVAC RENOVATION PER THE RFP PROPOSAL DOCUMENTS

We do not include any engineering cost, building utilities fees, premium time, off hours work.

We do not include any costs for asbestos abatement or inspections.

The proposed electrical subcontractor is Electrical Control Services

We Propose to furnish material and labor in accordance with above specifications, for the sum of:

Base Bid	\$ 278,000.00
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PAYMENT TO BE MADE AS FOLLOWS:

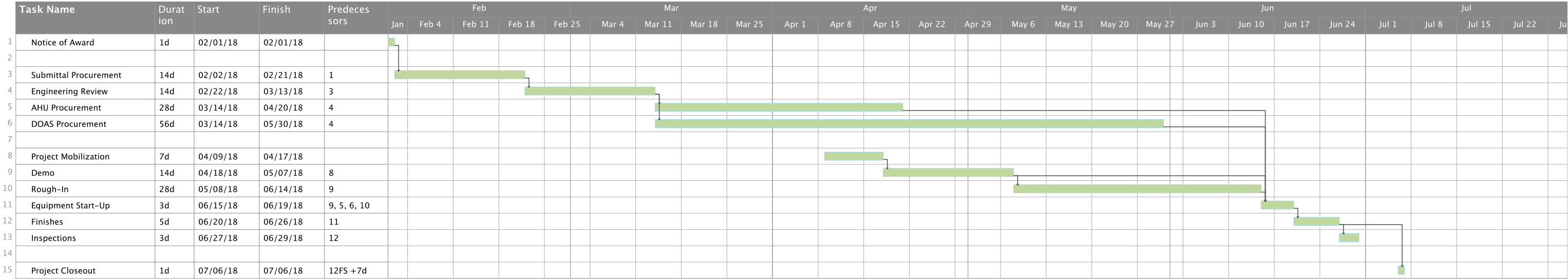
MONTHLY PROGRESS PAYMENTS PER NCGS §22C.

ALL MATERIAL TO BE AS SPECIFIED. WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ALTERATIONS OR DEVIATIONS FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COST WILL BE EXECUTED ONLY UPON WRITTEN ORDER, AND WILL BE AN EXTRA CHARGE IN EXCESS OF THIS PROPOSAL. SPC SHALL NOT BE LIABLE FOR DELAYS BEYOND ITS CONTROL. SPC SHALL MAINTAIN APPROPRIATE PROPERTY AND CASUALTY INSURANCE FOR THE PROJECT. CUSTOMER SHALL INSURE ITS OWN PROPERTY FOR FIRE, THEFT, AND OTHER HAZARDS. PROPOSAL IS CONDITIONED UPON USE OF THE RELEVANT CONSENSUSDOCS® CONTRACT DOCUMENT OR ITS EQUAL. IF AN INCONSISTENCY EXISTS BETWEEN A CONTRACT DOCUMENT AND THIS PROPOSAL, THIS PROPOSAL SHALL CONTROL. PROPOSAL IS SUBJECT TO OUR SATISFACTORY REVIEW OF DOCUMENTATION TO ENSURE PAYMENT FOR WORK PERFORMED. THIS WILL INCLUDE PROJECT FINANCING AND OWNER/GENERAL CONTRACTOR PAYMENT HISTORY. THE TERMS HEREIN MAY NOT BE CHANGED EXCEPT IN WRITING.

Cory Vun Cannon – Wilmington Operations Manager

NOTE: PROPOSAL MUST BE ACCEPTED AND RECEIVED IN OUR OFFICE WITHIN 30 DAYS OF PROPOSAL DATE. AFTER 30 DAYS, PROJECT SHALL BE REQUOTED AND PRICING UPDATED.

Brunswick County Building C



BUILDING C HVAC REPLACEMENT

	SPC Mechanical	CNY Mechanical of Wilmington LLC	HVAC StarPlus LLC
--	-----------------------	---	--------------------------

Total Cost for Materials and Labor	\$278,000.00	\$319,000.00	\$328,767.00
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Request Info	
Type	Budget Amendment
Description	Building C HVAC
Justification	Board Meeting 02/19/2018-Transfer \$103,000 from commissioner's contingency to operation services repair and maintenance for the replacement of HVAC units in building C.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
109910	499100	Contingency	Contingency	-103000	Decrease	Credit
104280	435200	Operation Services	Repair and Maint - Equipment	103000	Increase	Debit

Total	
Grand Total:	0



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

Action Item # VI. - 4.

From:
Aaron Perkins, Director of Parks &
Recreation

Parks & Recreation - Naming of Intracoastal Waterway Property
(Aaron Perkins, Director of Parks & Recreation)

Issue/Action Requested:

Request that the Board of Commissioners consider naming the intracoastal waterway property as Brunswick County Waterway Park.

Background/Purpose of Request:

The 33 acre parcel fronting the ICW west of NC 130 was purchased in December of 2014. Staff has been working with McGill & Associates on design and construction plans and agree that the property needs a more defined identity. Staff met and suggested several potential park names. Further discussion pointed to the location of the park directly on the Intracoastal Waterway, leading to a consensus to name the property as Brunswick County Waterway Park.

Staff recommends naming the park as Brunswick County Waterway Park.

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 naming the intracoastal waterway property as Brunswick County Waterway Park.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

Action Item # VI. - 5.

From: Superior Court Judge - SAMHSA Grant Application (Ann
Michelle Ingram, Superior Judges Office Hardy, County Manager)

Issue/Action Requested:

Request that the Board of Commissioners consider making application to SAMHSA for the Expand Substance Abuse Treatment Capacity in Adult Treatment Court Grant.

Background/Purpose of Request:

The purpose of this program is to expand substance use disorder (SUD) treatment services in existing adult problem solving courts, and adult Tribal Healing to Wellness courts, which use the treatment drug court model in order to provide SUD treatment (including recovery support services, screening, assessment, case management, and program coordination) to defendants/offenders.

Recipients will be expected to provide a coordinated, multi-system approach designed to combine the sanctioning power of treatment drug courts with effective SUD treatment services to break the cycle of criminal behavior, alcohol and/or drug use, and incarceration or other penalties. Applicants should propose to increase access and availability of services to a larger number of clients increasing the number of individuals served and the gaps in the continuum of treatment for individuals in these courts who have treatment needs for SUD and/or co-occurring substance use and mental disorders. Grant funds must be used to serve people diagnosed with a SUD as their primary condition.

This grant will be awarded for a period of up to 5 years with an anticipated award amount of up to \$400k per year. The application deadline is February 21, 2018. Submittal of application to occur upon approval of county Finance Officer, Attorney and County Manager. No match is required for this award.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners consider making application to SAMHSA for the Expand Substance Abuse Treatment Capacity in Adult Treatment Court Grant.

ATTACHMENTS:

Description

- ❑ 20180219 Attach SAMHSA 5YR Grant Evaluation Application & Funding Announcement
- ❑ 20180219 Attach SAMHSA 5 YR Grant Application - Sponsor.pdf



BRUNSWICK COUNTY

Grant Application Evaluation Form

Lead Department: Brunswick County Superior Court		Date: 01/25/2018	
Department Head: Judge Ola M. Lewis		Department Contact for Grant: Michelle Ingram	
Co-Applicants / Other Participating Departments/Agencies/Community Organizations: n/a			
Grant Title: Grants to Expand Substance Abuse Treatment Capacity in Adult Treatment Court			
Funding Organization: SAMHSA			
Grant Period/Term: 5 years	Grant Amount: \$ 400,000.00	<input checked="" type="checkbox"/> New Grant <input type="checkbox"/> Recurring Grant Multi-Year Grant? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Matching Funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, Amount: \$	<input type="checkbox"/> In Kind _____ <input type="checkbox"/> Cash _____ <input type="checkbox"/> Other _____	
Describe how match will be met. n/a			
Are matching funds in the current budget or does the match require additional funding? Please explain. <input type="checkbox"/> Available <input type="checkbox"/> Additional Needed <input checked="" type="checkbox"/> N/A- No matching funds required/requested			
Briefly describe the purpose of the grant. The grant is needed to expand the existing Adult Treatment Court. The grant will continue funding new participants as with our current SAMHSA grant award.			
Program Duplication / Cost Recovery			
Will this project in any way duplicate or compete with another service or program provided by Brunswick County, another local agency or community organization?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Possibly	
Will this grant provide support for a mandated service?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Can we capitalize on this funding to meet current and/or future equipment or facility needs?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Will this grant result in supplanting? <i>Supplanting occurs when a state, local, or Tribal Government reduces state, local, or tribal funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity.</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Additional Grant Considerations	
Can the scope of work be completed within grant time frame allotted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Possibly
Can the requirements of this grant be met with current staffing levels?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Possibly
Will new positions be requested (or expiring grant funded positions extended)? <i>SALARIES Funded by current grant will be requested w/ new grant</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, how many new positions will be funded by the grant?	_____ new positions
How many existing positions will be funded by the grant?	3 _____ existing positions
Will the grant create a program or require any County commitment for funding after grant funding ends?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will the grant contain subcontracts/sub awards or contractual services? If Yes, please explain: Contractual services include treatment providers, transportation, UNCW, and NCAOC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Description of items or services to be purchased with funds: Allowable Activities approved by SAMSHA include: Medically Assisted Treatment, Mental Health Substance Abuse Treatment in compliance with evidence-based practices, transportation, grant evaluator, and software established for case management.	
Will any items purchased with grant funds revert back to the granting agency?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain
Is funding received in advance or on a reimbursement basis?	<input type="checkbox"/> In Advance <input checked="" type="checkbox"/> Reimbursement

I have read, and am familiar with Brunswick County's Grant Policy. I acknowledge that as the Department Head, I am agreeing to be responsible for the administration of this grant and will ensure all requirements are fully met in a timely manner.

Department Head Signature

Date

Director of Fiscal Operations

Date

County Manager

Date

<input type="checkbox"/> Approved by County Manager <input checked="" type="checkbox"/> Requires BOCC (Agenda Item Needed)

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Grants to Expand Substance Abuse Treatment Capacity in Adult Treatment Drug Courts and Adult Tribal Healing to Wellness Courts

Short Title: SAMHSA Treatment Drug Courts

Initial Announcement

Funding Opportunity Announcement (FOA) Information

FOA Number: TI-18-008

Posted on Grants.gov: Friday, December 22, 2017

Application Due Date: Wednesday, February 21, 2018

Catalog of Federal Domestic Assistance (CFDA) Number: 93.243

Intergovernmental Review (E.O. 12372):

Applicants must comply with E.O. 12372 if their state(s) participates. Review process recommendations from the State Single Point of Contact (SPOC) are due no later than 60 days after application deadline.

Public Health System Impact Statement (PHSIS) / Single State Agency Coordination:

Applicants must send the PHSIS to appropriate State and local health agencies by application deadline. Comments from Single State Agency are due no later than 60 days after application deadline.

Description

The Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT) is accepting applications for fiscal year (FY) 2018 Grants to Expand Substance Abuse Treatment Capacity in Adult Treatment Drug Courts (ATDC) and Adult Tribal Healing to Wellness Courts. The purpose of this program is to expand substance use disorder (SUD) treatment services in existing adult problem solving courts, and adult Tribal Healing to Wellness courts, which use the treatment drug court model in order to provide SUD treatment (including recovery support services, screening, assessment, case management, and program coordination) to defendants/offenders.

Recipients will be expected to provide a coordinated, multi-system approach designed to combine the sanctioning power of treatment drug courts with effective SUD treatment services to break the cycle of criminal behavior, alcohol and/or drug use, and incarceration or other penalties. Applicants should propose to increase access and availability of services to a larger number of clients increasing the number of individuals served and the gaps in the continuum of treatment for individuals in these courts who have treatment needs for SUD and/or co-occurring substance use and mental disorders. Grant funds must be used to serve people diagnosed with a SUD as their primary condition. SAMHSA will use discretion in allocating funding for these awards, taking into consideration the specific drug court model (ATDCs and Adult Tribal Healing to Wellness Courts), as appropriate, the number of applications received per model type, and geographic distribution

Eligibility

Eligible applicants are state, local, and tribal governments with direct involvement with the adult treatment drug court/Tribal Healing to Wellness Court, such as:

- State governments; the District of Columbia, Guam, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the Virgin Islands, American Samoa, the Federated States of Micronesia, the Republic of the Marshall Islands, and the Republic of Palau are also eligible to apply.
- Governmental units within political subdivisions of a state, such as a county, city or town, and individual adult treatment drug courts.
- Federally recognized American Indian/Alaska Native (AI/AN) tribes, tribal organizations, and consortia of tribes or tribal organizations.

Tribal organization means the recognized body of any AI/AN tribe; any legally established organization of AI/ANs which is controlled, sanctioned, or chartered by such governing body, or which is democratically elected by the adult members of the Indian community to be served by such organization, and which includes the maximum participation of AI/ANs in all phases of its activities. Consortia of tribes or tribal organizations are eligible to apply, but each participating entity

must indicate its approval. A single tribe in the consortium must be the legal applicant, the recipient of the award, and the entity legally responsible for satisfying the grant requirements.

Eligible adult drug court models include Tribal Healing to Wellness Courts, Driving While Intoxicated (DWI)/Driving Under the Influence (DUI) Courts, Co-Occurring Drug and Mental Health Courts, Veterans Treatment Courts, and Municipal Courts using the problem solving model.

Public and private nonprofit organizations, such as SUD treatment providers, have a pivotal supporting role in treatment drug court programs and may be sub-recipients/contractors to the applicant. However, they are not the catalysts for entry into drug courts and are, therefore, restricted from applying. SAMHSA strongly believes that the court is in the best position to administer this program because the court partners with selected treatment providers on the course of treatment for drug court clients.

It is allowable for an eligible entity to apply on behalf of one or more ATDC or Adult Tribal Healing to Wellness Courts, either through a single application or several applications. When the state/local/tribal government (city/county) or eligible entity applies on behalf of an ATDC or Adult Tribal Healing to Wellness Court, the applicant will be the award recipient and the entity responsible for satisfying the grant requirements. When multiple jurisdictions apply within one application, Letters of Commitment from each ATDC and Adult Tribal Healing to Wellness judge must be included in Attachment 1 stating they intend to meet the grant and reporting requirements.

This grant program is not intended to provide start-up funds to create new ATDCs or Adult Tribal Healing to Wellness Courts. Eligible drug courts must be operational on or before September 1, 2018. Operational is defined as having a set of cases and seeing clients in the drug court. By signing the cover page (SF-424) of the application, the authorized representative of the applicant organization is certifying that the treatment drug court is applying for funds is operational, as defined above, on or before September 1, 2018.

ATDCs and Adult Tribal Healing to Wellness Courts funded in FY 2016 under announcement TI-16-009 and FY 2017 under announcement TI-17-001 are not eligible to apply for this program.

Award Information

Funding Mechanism: Grant

Anticipated Total Available Funding: \$15.2 million

Anticipated Number of Awards: 38

Anticipated Award Amount: Up to \$400,000 per year

Length of Project: Up to 5 years

Cost Sharing/Match Required?: No

Proposed budgets cannot exceed \$400,000 in total costs (direct and indirect) in any year of the proposed project.

Annual continuation awards will depend on the availability of funds, recipient progress in meeting project goals and objectives, timely submission of required data and reports, and compliance with all terms and conditions of award.

Funding estimates for this announcement are based on an annualized Continuing Resolution and do not reflect the final FY 2018 appropriation. Applicants should be aware that funding amounts are subject to the availability of funds.

Contact Information

Program Issues

Jon D. Berg
Center for Substance Abuse Treatment, Division of Service Improvement
Substance Abuse and Mental Health Services Administration
(240) 276-1609
Jon.Berg@samhsa.hhs.gov

Grants Management and Budget Issues

Eileen Bermudez
Office of Financial Resources, Division of Grants Management
Substance Abuse and Mental Health Services Administration
(240) 276-1412
FOACSAT@samhsa.hhs.gov

Application Materials

- [FOA Document \(PDF | 1.11 MB\)](#)
- [FOA Document \(DOC | 200.42 KB\)](#)
- [Pre-Application Webinar Announcement \(PDF | 94.69 KB\)](#)

Useful Information for Applicants

- [Application Forms and Resources](#)
- [Applying for a New SAMHSA Grant](#)
- [Search Grants.gov and Apply Now](#)

Last Updated: 01/24/2018

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SAMHSA's mission is to reduce the impact of substance abuse and mental illness on America's communities.

5600 Fishers Ln • Rockville, MD 20857
1-877-SAMHSA-7 (1-877-726-4727)

SF 424

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Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify)**

*** 3. Date Received:**

01/31/2018

4. Applicant Identifier:

MINGRAM_BRUNSWICK

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** Brunswick County Government

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

56-6000278

*** c. Organizational DUNS:**

0915713490000

d. Address:

*** Street1:**

PO Box 249

Street2:

*** City:**

Bolivia

County/Parish:

*** State:**

NC: North Carolina

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

28422-9010

e. Organizational Unit:

Department Name:

Superior Court Judges Office

Division Name:

Judicial District 13B

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

*** First Name:**

Anna

Middle Name:

Michelle

*** Last Name:**

Ingram

Suffix:

Title: Project Coordinator

Organizational Affiliation:

*** Telephone Number:** 910 253-4421

Fax Number: 910 253-3917

*** Email:** anna.m.ingram@nccourts.org

Application for Federal Assistance SF-424

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

Substance Abuse and Mental Health Services Adminis

11. Catalog of Federal Domestic Assistance Number:

93.243

CFDA Title:

Substance Abuse and Mental Health Services Projects of Regional and National Significance

*** 12. Funding Opportunity Number:**

TI-18-008

* Title:

SAMHSA Treatment Drug Courts

13. Competition Identification Number:

TI-18-008

Title:

SAMHSA Treatment Drug Courts

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

File Name:

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

The Brunswick County Adult Treatment Court Expansion Project

Attach supporting documents as specified in agency instructions.

File Name:

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project:

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

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="2,000,000.00"/>
* b. Applicant	<input type="text" value="445,640.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="2,445,640.00"/>

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

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

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)

☐ Yes ☒ No

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

**BUDGET INFORMATION -
Non-Construction Programs**

OMB Approval No. 4040-0006
Expiration Date 06/30/2014

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. SAMHSA Drug Treatment Courts	93.243			\$400,000.00	\$89,128.00	\$489,128.00
2.						\$0.00
3.						\$0.00
4.						\$0.00
5. Totals		\$0.00	\$0.00	\$400,000.00	\$89,128.00	\$489,128.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories		GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
		(1) SAMHSA Drug Treatment Courts	(2)	(3)	(4)	
a. Personnel		\$0.00				\$0.00
b. Fringe Benefits		\$0.00				\$0.00
c. Travel		\$6,850.00				\$6,850.00
d. Equipment		\$0.00				\$0.00
e. Supplies		\$1,200.00				\$1,200.00
f. Contractual		\$377,350.00				\$377,350.00
g. Construction		\$0.00				\$0.00
h. Other		\$14,600.00				\$14,600.00
i. Total Direct Charges (sum of 6a-6h)		\$400,000.00				\$400,000.00
j. Indirect Charges		\$0.00				\$0.00
k. TOTALS (sum of 6i and 6j)		\$400,000.00				\$400,000.00
7. Program Income		\$0.00				\$0.00

Standard Form 424A (Rev. 7-97)
Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. SAMHSA Drug Treatment Courts					\$0.00
9.					\$0.00
10.					\$0.00
11.					\$0.00
12. TOTAL (sum of lines 8-11)	\$0.00	\$0.00	\$0.00		\$0.00
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$400,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
14. Non-Federal	\$89,128.00	\$22,282.00	\$22,282.00	\$22,282.00	\$22,282.00
15. TOTAL (sum of lines 13 and 14)	\$489,128.00	\$122,282.00	\$122,282.00	\$122,282.00	\$122,282.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
FUTURE FUNDING PERIODS (Years)					
(a) Grant Program	(b) First	(c) Second	(d) Third	(e) Fourth	
16. SAMHSA Drug Treatment Courts	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:					
23. Remarks:		22. Indirect Charges:			

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ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	TITLE <div style="border: 1px solid black; padding: 2px;">County Manager</div>
APPLICANT ORGANIZATION <div style="border: 1px solid black; padding: 2px;">Brunswick County</div>	DATE SUBMITTED <div style="border: 1px solid black; height: 20px; width: 100%;"></div>



DEPARTMENT OF HEALTH AND HUMAN SERVICES
ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, AND SECTION 1557 OF THE AFFORDABLE CARE ACT

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the U.S. Department of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Section 1557 of the Affordable Care Act (Pub. L. 111-148), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92), to the end that, in accordance with Section 1557 and the Regulation, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any health program or activity for which the Applicant receives Federal financial assistance from the Department.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person whose signature appears below is authorized to sign this assurance and commit the Applicant to the above provisions.

2/20/2018

Date

Please mail form to:

U.S. Department of Health & Human Services
Office for Civil Rights
200 Independence Ave., S.W. Room 509F
Washington, D.C. 20201

Signature of Authorized Official

Ann B. Hardy, County Manager

Name and Title of Authorized Official (please print or type)

Brunswick County

Name of Agency Receiving/Requesting Funding

PO Box 249

Street Address

Bolivia, NC 28422

City, State, Zip Code

**ASSURANCE
of Compliance with SAMHSA Charitable Choice
Statutes and Regulations
SMA 170**

**REQUIRED ONLY FOR APPLICANTS APPLYING FOR GRANTS THAT FUND
SUBSTANCE ABUSE TREATMENT OR PREVENTION SERVICES**

SAMHSA's two Charitable Choice provisions [Sections 581-584 and Section 1955 of the Public Health Service (PHS) Act, 42 USC 290k, et seq., and 42 USC 300x-65 et seq., respectively] allow religious organizations to provide SAMHSA-funded substance abuse services without impairing their religious character and without diminishing the religious freedom of those who receive their services. These provisions contain important protections both for religious organizations that receive SAMHSA funding and for the individuals who receive their services, and apply to religious organizations and to State and local governments that provide substance abuse prevention and treatment services under SAMHSA grants.

As the duly authorized representative of the applicant, I certify that the applicant:

Will comply, as applicable, with the Substance Abuse and Mental Health Services Administration (SAMHSA) Charitable Choice statutes codified at sections 581-584 and 1955 of the Public Health Service Act (42 U.S.C. §§290kk, et seq., and 300x-65) and their governing regulations at 42 C.F.R. part 54 and 54a respectively.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

LIST of CERTIFICATIONS

1. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). By signing and submitting this application, the applicant is providing certification set out in Appendix A to 45 CFR Part 93.

2. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Department of Health and Human Services terms and conditions of award if a grant is awarded as a result of this application.

3. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

The authorized official signing for the applicant organization certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The applicant organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Department of Health and Human Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the DHHS mission to protect and advance the physical and mental health of the American people.

Project Abstract Summary

Program Announcement(CFDA): 93.243
 Program Announcement (Funding Opportunity Number): TI-18-008
 Closing Date: 02/21/2018
 Application Name: Brunswick County Government
 Length of Proposed Project: 5
 Application Control No.:

Federal Share Requested (for each year)

Federal Share 1st Year: Federal Share 2nd Year: Federal Share 3rd Year:

\$ 400000.00 \$ 400000.00 \$ 400000.00

Federal Share 4th Year: Federal Share 5th Year:

\$ 400000.00 \$ 400000.00

Non-Federal Share Requested (for each year)

Non-Federal Share 1st Year: Non-Federal Share 2nd Year: Non-Federal Share 3rd Year:

\$ 89128.0 \$ 89128.0 \$ 89128.0

Non-Federal Share 4th Year: Non-Federal Share 5th Year:

\$ 89128.0 \$ 89128.0

Project Title:
 The Brunswick County Adult Treatment Court Expansion Project

Project Summary:

The Brunswick County Treatment Court Expansion Project proposes to increase access and availability of evidence based trauma informed services by expanding the size of the existing treatment court program in an effort to improve public safety and health outcomes including reductions in opiate overdoses. Brunswick County is located in southeastern North Carolina adjacent to Wilmington NC where the opioid abuse rate is the highest in the Nation (Castlight Health Study 2016). In 2015, Brunswick treatment courts were able to expand capacity from 35 slots to 125 per year with SAMHSACSAT grant 5H79TI02612903. The project was successful in achieving its goals however this funding for expansion ends September 29 2018 at which time the specialty court capacity will return to 35. The project proposes enrolling 50 new participants the first year to what we expect to be 35 participants already in the court. Years two through five will enroll an additional minimum of 45 new participants serving a total of 230 new participants over the five year project. The population for this project is the high risk high need population of offenders on probation in Brunswick County including opiate users. The proposed project targets adults who have been convicted of a crime serious felony or less serious misdemeanor in Superior Court been sentenced to probation and who meet the DSM V criteria for a substance use or cooccurring mental illness and substance use disorder. The population is 71.6% white, 24.9% black, 2% Indian, and less than 2% all other ethnicities 71.6% male and 22.2% female. Five percent is between 16 and 19 years of age 35% are between 20 and 29 and 32% are between 30 and 39 and 18% are between 40 and 49 and 7% are between 50 and 60 and 2% are over the age of 61. The majority (58%) have less than 12th grade education. 100% of the population speaks English. Additionally the project proposes enhancement of medically assisted treatment (MAT) and wraparound services supporting the access to and retention in SUD treatment and address the treatment specific needs of clients during and following a SUD treatment episode. A prescreening protocol will determine client eligibility for a MAT assisted program to reduce the frequency of in lapses in treatment for opiate users. Community based providers will be identified to deliver wraparound recovery services for all participants to enhance recovery and increase social support. The highly structured program supervision of the client by multiple providers and the ability to offer enhanced services will promote the behavioral health of the participants. Measurable objectives include increasing treatment participation reducing reoffending decreasing adverse health outcomes including overdoses and improving quality of life.

Estimated number of people to be served as a result of the award of this grant:

230

CHECKLIST

NOTE TO APPLICANT: This form must be completed and submitted with the original of your application. Be sure to complete each page of this form. Check the appropriate boxes and provide the information requested. This form should be attached as the last pages of the signed original of the application.

Type of Application: ☒ New ☐ Noncompeting Continuation ☐ Competing Continuation ☐ Supplemental

PART A: The following checklist is provided to assure that proper signatures, assurances, and certifications have been submitted.

- | | Included | NOT Applicable |
|--|-----------------------|----------------------------------|
| 1. Proper Signature and Date on the SF 424 (FACE PAGE) | <input type="radio"/> | <input checked="" type="radio"/> |
| 2. If your organization currently has on file with HHS the following assurances, please identify which have been filed by indicating the date of such filing on the line provided. (All four have been consolidated into a single form, HHS 690) | | |
| <input type="radio"/> Civil Rights Assurance (45 CFR 80) | | |
| <input type="radio"/> Assurance Concerning the Handicapped (45 CFR 84) | | |
| <input type="radio"/> Assurance Concerning Sex Discrimination (45 CFR 86) | | |
| <input type="radio"/> Assurance Concerning Age Discrimination (45 CFR 90 & 45 CFR 91) | | |
| 3. Human Subjects Certification, when applicable (45 CFR 46) | <input type="radio"/> | <input checked="" type="radio"/> |

PART B: This part is provided to assure that pertinent information has been addressed and included in the application.

- | | YES | NOT Applicable |
|--|----------------------------------|----------------------------------|
| 1. Has a Public Health System Impact Statement for the proposed program/project been completed and distributed as required? | <input type="radio"/> | <input checked="" type="radio"/> |
| 2. Has the appropriate box been checked on the SF-424 (FACE PAGE) regarding intergovernmental review under E.O. 12372 ? (45 CFR Part 100) | <input checked="" type="radio"/> | <input type="radio"/> |
| 3. Has the entire proposed project period been identified on the SF-424 (FACE PAGE)?..... | <input checked="" type="radio"/> | <input type="radio"/> |
| 4. Have biographical sketch(es) with job description(s) been provided, when required?..... | <input checked="" type="radio"/> | <input type="radio"/> |
| 5. Has the "Budget Information" page, SF-424A (Non-Construction Programs) or SF-424C (Construction Programs), been completed and included? | <input checked="" type="radio"/> | <input type="radio"/> |
| 6. Has the 12 month narrative budget justification been provided? | <input checked="" type="radio"/> | <input type="radio"/> |
| 7. Has the budget for the entire proposed project period with sufficient detail been provided? | <input checked="" type="radio"/> | <input type="radio"/> |
| 8. For a Supplemental application, does the narrative budget justification address only the additional funds requested? | <input type="radio"/> | <input checked="" type="radio"/> |
| 9. For Competing Continuation and Supplemental applications, has a progress report been included? | <input type="radio"/> | <input checked="" type="radio"/> |

PART C: In the spaces provided below, please provide the requested information.

Business Official to be notified if an award is to be made.

Prefix: Ms.	First Name: Ann	Middle Name:
Last Name: Hardy		Suffix:
Title: County Manager		
Organization: Brunswick County Government		
Street1: PO Box 249		
Street2:		
City: Bolivia		
State: NC: North Carolina	ZIP/Postal Code: 28422	ZIP/Postal Code4: 0901
E-mail Address: grants.management@brunswickcountync.gov		
Telephone Number: 910 253-2016		Fax Number:

Program Director/Project Director/Principal Investigator designated to direct the proposed project or program.

Prefix: Ms.	First Name: Anna	Middle Name: Michelle
Last Name: Ingram		Suffix:
Title: Project Director		
Organization: Superior Court Judge's Office		
Street1: 310 Government Center Drive		
Street2:		
City: Bolivia		
State: NC: North Carolina	ZIP/Postal Code: 28422	ZIP/Postal Code4: 0901
E-mail Address: anna.m.ingram@nccourts.org		
Telephone Number: 910 253-4421		Fax Number:

PART D: A private, nonprofit organization must include evidence of its nonprofit status with the application. Any of the following is acceptable evidence. Check the appropriate box or complete the "Previously Filed" section, whichever is applicable.

- ☐ (a) A reference to the organization's listing in the Internal Revenue Service's (IRS) most recent list of tax-exempt organizations described in section 501(c)(3) of the IRS Code.
- ☐ (b) A copy of a currently valid Internal Revenue Service Tax exemption certificate.
- ☐ (c) A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.
- ☐ (d) A certified copy of the organization's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the organization.
- ☐ (e) Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the applicant organization is a local nonprofit affiliate.

If an applicant has evidence of current nonprofit status on file with an agency of HHS, it will not be necessary to file similar papers again, but the place and date of filing must be indicated.

Previously Filed with: (Agency)

on (Date)

INVENTIONS

If this is an application for continued support, include: (1) the report of inventions conceived or reduced to practice required by the terms and conditions of the grant; or (2) a list of inventions already reported, or (3) a negative certification.

EXECUTIVE ORDER 12372

Effective September 30, 1983, Executive Order 12372 (Intergovernmental Review of Federal Programs) directed OMB to abolish OMB Circular A-95 and establish a new process for consulting with State and local elected officials on proposed Federal financial assistance. The Department of Health and Human Services implemented the Executive Order through regulations at 45 CFR Part 100 (Inter-governmental Review of Department of Health and Human Services Programs and Activities). The objectives of the Executive Order are to (1) increase State flexibility to design a consultation process and select the programs it wishes to review, (2) increase the ability of State and local elected officials to influence Federal decisions and (3) compel Federal officials to be responsive to State concerns, or explain the reasons.

The regulations at 45 CFR Part 100 were published in the Federal Register on June 24, 1983, along with a notice identifying the

Department's programs that are subject to the provisions of Executive Order 12372. Information regarding HHS programs subject to Executive Order 12372 is also available from the appropriate awarding office.

States participating in this program establish State Single Points of Contact (SPOCs) to coordinate and manage the review and comment on proposed Federal financial assistance. Applicants should contact the Governor's office for information regarding the SPOC, programs selected for review, and the consultation (review) process designed by their State.

Applicants are to certify on the face page of the SF-424 (attached) whether the request is for a program covered under Executive Order 12372 and, where appropriate, whether the State has been given an opportunity to comment.

BY SIGNING THE FACE PAGE OF THIS APPLICATION, THE APPLICANT ORGANIZATION CERTIFIES THAT THE STATEMENTS IN THIS APPLICATION ARE TRUE, COMPLETE, AND ACCURATE TO THE BEST OF THE SIGNER'S KNOWLEDGE, AND THE ORGANIZATION ACCEPTS THE OBLIGATION TO COMPLY WITH U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES' TERMS AND CONDITIONS IF AN AWARD IS MADE AS A RESULT OF THE APPLICATION. THE SIGNER IS ALSO AWARE THAT ANY FALSE, FICTITIOUS, OR FRAUDULENT STATEMENTS OR CLAIMS MAY SUBJECT THE SIGNER TO CRIMINAL, CIVIL, OR ADMINISTRATIVE PENALTIES.

THE FOLLOWING ASSURANCES/CERTIFICATIONS ARE MADE AND VERIFIED BY THE SIGNATURE OF THE OFFICIAL SIGNING FOR THE APPLICANT ORGANIZATION ON THE FACE PAGE OF THE APPLICATION:

Civil Rights – Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, and all the requirements imposed by or pursuant to the HHS regulation (45 CFR part 80).

Handicapped Individuals – Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 84).

Sex Discrimination – Title IX of the Educational Amendments of 1972 (P.L. 92-318), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 86).

Age Discrimination – The Age Discrimination Act of 1975 (P.L. 94-135), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 91).

Debarment and Suspension – Title 2 CFR part 376.

Certification Regarding Drug-Free Workplace Requirements – Title 45 CFR part 82.

Certification Regarding Lobbying – Title 32, United States Code, Section 1352 and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 93).

Environmental Tobacco Smoke – Public Law 103-227

Program Fraud Civil Remedies Act (PFCRA)

Project/Performance Site Location(s)

Project/Performance Site Primary Location

☐ I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: Brunswick County Government
Duns Number: 0915713490000
Street1*: 310 Government Center Drive
Street2:
City*: Bolivia
County:
State*: NC: North Carolina
Province:
Country*: USA: UNITED STATES
Zip / Postal Code*: 28422-9010
Project/Performance Site Congressional District*: NC-007

Additional Location(s)

File Name:

Budget Justification**A. Personnel**

NONE

B. Fringe Benefits

NONE

C. Travel**FEDERAL REQUEST**

Purpose of Travel	Location	Item	Rate	Cost
Mandatory Grantee Conf. YRS 1, 3, 5	2019 on site Washington, DC	Registration	\$400 x 3 persons	\$1,200
	2021 on site Washington, DC	Airfare	\$600 X 3 persons	\$1,800
	2023 on site Washington, DC	Hotel	\$180/night x 3 persons x 5 nights	\$2,700
		Per Diem	\$54/day x 3 persons x 5 days	\$810
		Incidentals	\$6/day x 5 x 3	\$90
Annual NADCP Conference YRS 2, 4	2020 Anaheim, CA	Parking	\$10/day x 5 days	\$50
	2022 TBA	Other Transportation	Taxi \$40/day x 5 days	\$200
				SUBTOTAL: \$6,850

JUSTIFICATION

Three individuals (Project Director, Drug Court staff) to attend mandatory recipient meeting in Washington, D.C. for years 1, 3 and 5 of the grant.

Three individuals to attend Annual NADCP Conference and/or other training in years 2 and 4 of the grant.

D. Equipment

NONE

E. Supplies**FEDERAL REQUEST**

Item	Rate	Cost
General Office Supplies	\$100/mo. X 12mo	\$1,200
	TOTAL	\$1,200

JUSTIFICATION

Office supplies, including ink cartridges, folders, staplers, are needed for general operation of the project.

F. Contract
FEDERAL REQUEST

Name	Service	Rate	Other	Cost
UNCW Sub Award	Project Evaluator	5 hrs/week x 50 weeks @	50 weeks	\$10,000
	Dr. Sally MacKain	\$40/hr (12.5% FTE)		\$5,500
	Graduate Students	8.46 hrs/week x 50 weeks		\$4,030
	(Database Mgmt)	@ \$13/hr		\$19,530
	Indirect Cost	Indirect Cost Rate 26%	TOTAL	
NC Administrative Office of the Courts (NCAOC)	Project Director Anna Michelle Ingram	30% of \$97,000 annual contract	12 month period	\$29,100
Coastal Horizons	Co-occurring Court Coordinator Glenda DeBose	100% of annual contract	12 month period	\$66,332
Coastal Horizons	DWI Court Coordinator Raymond Wood	100% of annual contract	12 month period	\$64,908
Brunswick County Sheriff's Office	Surveillance Officer	100% of annual contract	12 month period	\$55,000
Jude Knisely	EMDR Therapist	\$50/session, avg 3 clients per week @ 1 visit/week	12 months	\$8,000
Coastal Horizon's Center	SAIOP	\$75/day-3hrs, 3 days, 12 weeks	12 months	\$34,500
	MRT	\$19/group		
	Individual	\$72/hour		
	Psychiatric Eval	\$80/hour		
	Med Management	\$80/hour		
Coastal Southeastern United Care	SAIOP	\$75/day-3hrs, 3 days, 12 weeks	12 months	\$33,100
	MRT	\$19/group		
	Individual	\$72/hour		
	Psychiatric Eval	\$80/hour		
	Med Management	\$80/hour		
	ACT Team	\$		
A Helping Hand of Wilmington	SAIOP	\$75/day-3hrs, 3 days, 12 weeks	12 months	\$20,000
	MRT	\$19/group		
	Individual	\$72/hour		
	Psychiatric Eval	\$80/hour		
	Med Management	\$80/hour		
Recovery Housing		7 people @ \$400/person one- time entry fee	12 months	\$2,800
Wraparound Services: Brunswick Community College Health Depart.	Life Skills, Job Training, Financial Planning, Parenting classes, etc.	2 courses per month @ \$115 per course x 12 mos.	12 months	\$2,760
Wraparound Services: Royal Cab Co. & Providers	Transportation	\$1.75/mile x avg of 405 miles/month	12 months	\$8,500

Wraparound Services: Childcare – Provider's, DSS Vouchers	Childcare	Average \$235/mo x 12 mos.	12 months	\$2,820
Medically Assisted Treatment (MAT)	FDA approved medication	25 people x \$400/month x 3 months= \$30,000	12 months	\$30,000
			TOTALS	\$377,350

JUSTIFICATION

Project Evaluation - UNCW is provided by an experienced individual (PhD level) with expertise in substance abuse, research and evaluation, is knowledgeable about the population of focus and will report GPRA data.

Project Director contracted through North Carolina Administrative Office of the Courts reimbursed by Brunswick County. Thirty percent effort will be dedicated to provide daily oversight of the grant and will be considered key staff. The Project Director will be involved in all aspects of the implementation of the project.

Court Coordinators contracted through Coastal Horizons Center will provide assistance to the Project Director in the administration of the grant, serve on the Local Management Committee, collect and enter data, provide screening/linkage and referral services for participants to determine their needs, plan services, link the services system with the client, monitor service delivery and evaluate the effort.

Surveillance Officer - 100% of the surveillance officer's time is devoted to treatment court participants and is directly related to treatment services access/linkage through drug testing. The officer will be available 40 hours a week on nights and weekends to drug test participants in their home. Positive drug screens inform the treatment team of the need for treatment services. The surveillance officer will be supervised by the Project Director.

Providers: Coastal Horizon's Center, Coastal Southeastern United Care, and A Helping Hand of Wilmington, etc. are treatment providers that work with the court. Funding for the provision of substance abuse and co-morbid conditions will be needed for the expanded number of new participants. The rates are established Medicaid reimbursement rates.

Recovery Housing is needed as part of the SUD treatment continuum of care. Funding will aid in placement of participants in safe, healthy and substance-free living environments to support their treatment and recovery plan.

Wraparound Services are needed to support access to and retention in SUD treatment and address the treatment specific needs of clients during and following SUD treatment. Such services would include childcare, transportation, job training, and others that will be integrated into the continuum of treatment for individuals.

Transportation is needed to overcome the obstacle of participants getting to treatment.

Medically Assisted Treatment (MAT) will assist in reducing the frequency of lapses in treatment for opiate users. An established protocol will identify participants with no other source of funds to cover MAT.

G. Construction:
NOT ALLOWED

H. Other:
FEDERAL REQUEST

Item	Rate	Cost
Participant Incentives	50 participants x \$20 in value x 3 incentives	\$3,000
Drug Tests	2000 tests @ \$ 5.00 per test	\$10,000
Awareness	1000 brochures @ \$.80/brochure/pamphlet for substance abuse	\$800
	Banners \$200 (\$100 each)	\$200
	Advertising local papers 4 ads @ \$150/ad=\$600	\$600
		TOTAL: \$14,600

JUSTIFICATION

Incentives are needed to encourage program participation and are built into the program through the “cookie jar” procedure. If participants have met all requirements between court sessions, they can draw from the cookie jar. They have a chance to win a non-cash incentive for gas cards, gift cards, gifts. The maximum \$20 non-cash incentive per participant will be broken down into 3 or 4 incentives per participant.

Drug tests are needed to supplement the supply that the Probation Department already uses. Increased number of participants increases number of needed drug tests.

Awareness brochures will assist in increasing referrals of potential participants and encourage community support. Brochures will be used at various community functions and at the jail.

I. Total Direct Charges

J. Indirect Cost Rate:
NONE

PROPOSED PROJECT PERIOD

a. Start Date: 09/30/2018

b. End Date: 09/29/2023

BUDGET SUMMARY

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total Project Costs
Personnel	0	0	0	0	0	0
Fringe	0	0	0	0	0	0
Travel	\$6,850	\$6,850	\$6,850	\$6,850	\$6,850	\$34,250
Equipment	0	0	0	0	0	0
Supplies	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$6,000
Contractual	\$377,350	\$377,350	\$377,350	\$377,350	\$377,350	\$1,886,750

Construction	0	0	0	0	0	0
Other	\$14,600	\$14,600	\$14,600	\$14,600	\$14,600	\$73,000
Total Direct Charges	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,000,000
Indirect Charges	0	0	0	0	0	0
TOTAL PROJECT COSTS	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,000,000

Funding Limitation Budget Summary

Data Collection & Performance Measurement	Year 1	Year 2	Year 3	Year 4	Year 5	Total Data Collection & Performance Measurement Costs
Contractual – Sub award	\$19,530	\$19,530	\$19,530	\$19,530	\$19,530	\$97,650

The percentage of the budget that will be spent on data collection and performance measurement does not exceed 20% for total amount of grant period. Budget reflects 5% of total budget.

MAT	Year 1	Year 2	Year 3	Year 4	Year 5	Total MAT Costs
Contractual	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$150,000

The percentage of the budget that will be spent on MAT does not exceed 35% of annual budget. Budget reflects 7.5% of annual budget.

Recovering Housing	Year 1	Year 2	Year 3	Year 4	Year 5	Total Recovery Housing Costs
Contractual	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$14,000

The percentage of the budget that will be spent on recovering housing does not exceed 30% of annual budget. Budget reflects less than 1% of annual budget.

OTHER SUPPORT – Non-Federal

Brunswick County	Year 1	Year 2	Year 3	Year 4	Year 5	Total Brunswick County Costs
Contractual	\$89,128	\$89,128	\$89,128	\$89,128	\$89,128	\$445,640

Other non-federal support will cover existing participants (not covered by new SAMHSA award), annual software maintenance, and providers that do not meet certifications outlined in FOA.

PROJECT NARRATIVE

Section A: Population of Focus and Statement of Need

A-1. The proposed project targets adults who have been convicted of a crime, serious felony or less serious misdemeanor in Superior court, been sentenced to probation and who meet the DSM V criteria for Substance Use Disorder and/or co-occurring disorders in which Substance Use Disorder is primary. These are the high risk and/or high need offenders on probation in Brunswick County, North Carolina. North Carolina Department of Public Safety (NCDPS) probation officers conduct a standardized risk needs assessment on every offender on probation. Offenders that score a Level 1 or Level 2 are considered high risk/high need (HRHN). According to NCDPS data base, there are 498 HRHN offenders on supervised probation in Brunswick County at present.

NCDPS data base shows 71.6% of probationers are white, 24.9% black, 2% American Indian, and < 2% all other ethnicities; 71.6% male and 22.2% female. Five percent of probationers are between 16 and 19 years of age; 35% are between 20 & 29; 32% are between 30 and 39; 18% are between 40 and 49; 7% are between 50 and 60; and 2% are over the age of 61. The majority (58%) have less than 12th grade education. 100% of the population speaks English. Sexual identity data is not collected by the NCDPS.

According to the U.S. Census Bureau (2016), Brunswick County has a population of 126,953, comprised of 85.9% white, 10.7% black or African American, 4.7% Hispanic or Latino, .8% American Indian, 0.7% Asian alone and 1.7% biracial. It is 49% male, 51% female. Most residents (88%) have a high school diploma or higher, 27% have a bachelor's degree or higher, and the median family income is \$49,356. Comparing the population of focus to the overall population, the number of white persons on probation is less than the representation in the general population and the number of black persons on probation is double the representation in general population. This indicates a sub-population disparity which is reflected among the HRHN population on probation. Currently, 18% of treatment court participants are black, while 24.9% of the HRHN probationers are black. African Americans are less likely to be admitted and benefit from the treatment court for some systemic reasons that require remediation.

A-2. Brunswick County, located in rural southeastern North Carolina, is adjacent to Wilmington, labeled the worst city in America for opioid abuse according to the 2016 Castlight Health study (<https://www.castlighthealth.com/2016/04/20/the-opioid-crisis-in-americas-workforce/>). In 2015, Brunswick treatment courts were able to expand capacity from 35 slots to 125 per year, with SAMHSA/CSAT grant #TI-15-002. The project was successful in achieving its goals, however, this funding for expansion ends 9/29/2018 at which time the treatment court capacity will return to 35. This project would address the loss of essential infrastructure and services for a growing HR/HN population (estimated 292 HRHN probationers with SUD; only 35 treatment court slots) with increasingly complex needs, including MAT.

Presently, there are three gaps identified in the existing court functioning, *in addition to expanding capacity*, that this project is designed to address. The first is to develop and implement a prescreening protocol to determine client eligibility for MAT assisted programs, to

reduce the frequency of lapses in treatment for opiate users. The court would expand relationships with MAT providers. Second, the project would focus on identifying and implementing wraparound services that support access to and retention in SUD treatment and that address the treatment specific needs of clients during and following SUD treatment. Such services would include childcare, transportation, job training, and others that will be integrated into the continuum of treatment for individuals. Third, the project would address the racial disparities that exist in the court, increasing referrals and admissions so that African Americans are represented in proportion to their numbers and complete the program successfully (24% of court participants).

The current prevalence rate of persons on probation in Brunswick County with substance abuse disorders and/or co-occurring disorders in need of substance abuse treatment and/or mental health treatment is estimated to be approximately 292, or 66% of current HRHN probationers. This number is based on prevalence estimates for jail inmates (Karberg & James, 2005; BJS <http://www.bjs.gov/index.cfm?ty=pbdetail&iid=5966>).

PROPOSED IMPLEMENTATION APPROACH

B1.

Goals and Objectives 2018

Goal 1: Increase the number of individuals served by the Treatment courts.

Objective: Expand collaboration between court coordinators and Brunswick county jail to increase appropriate referrals to the treatment court.

Objective: Disseminate literature designed to inmates, defense attorneys to facilitate self-referrals and professional referrals.

Objective: Expand collaboration between Court coordinators and probation officers to promptly identify individuals in probation who are identified as High risk /High need and may be appropriate for treatment court.

Objective: Monitor the composition of the court and modify recruitment and retention methods to address racial disparities in the court, (especially African American participants).

Outcome: Enroll a minimum of 50-60 new clients per year who reflect the racial composition of Brunswick County probationers and maintain minimum 85% capacity through the duration of the project.

Goal 2: Conduct valid and reliable screening procedures to accurately identify SUD and co-occurring substance use and mental disorders.

Objective: Identify evidence-based screening instruments in the literature that are best suited for use with rural and culturally diverse populations.

Objective: Conduct qualitative interviews with participants and screeners to gather feedback regarding the validity and appropriateness of the screening instruments.

Outcome: By year 2, the screening instruments will correctly identify 100% of the participants as meeting criteria for DSM/ASAM diagnoses/criteria.

Goal: 3 Provide evidence-based, culturally informed treatment approaches to SUD and co-occurring substance use and mental health disorders.

Objective: Provide referrals to community-based treatment providers who offer evidenced based culturally and gender-responsive treatment.

Objective: All providers will receive training in the use of SAMHSA tool box on this topic.

Objective: Quality of treatment will be assessed according to ADC Best Practice Standards biannually, by the Evaluator

Outcome: Within 90 days of intake, 100% of clients will be referred to providers who meet the above criteria.

Goal 4: Collaborate with local MAT providers to increase the number of participants receiving MAT services with pharmacotherapies approved by the FDA for Opioid Disorders.

Objective: Develop a prescreening protocol to identify eligibility for MAT, to be administered by Coordinators.

Objective: Supplement cost of MAT for participants who have limited income and access to enhance stability and outcomes.

Outcome: Increase enrollments for clients on MAT from 0 currently to a minimum of 10 per year with a completion rate of at least 60%.

Goal 5: Provide and connect court participants with wraparound recovery services in the community.

Objective: Identify community partners who will offer vocational and parenting skills, child care, transportation and smoking cessation to improve court program and treatment access and retention.

Objective: Assess clients at intake regarding needs for wraparound services and re-assess as needed.

Outcome: Within six months of receipt of funding, all clients will be assessed and referred for wraparound services.

Goal 6: Increase collaboration with recovery housing options in county and surrounding areas.

Objective: increase utilization of local residential facilities to improve treatment outcomes.

Outcome: 80% of all referrals to recovery housing will complete treatment court program.

Goal 7: Improve data management for treatment court referrals and court participants.

Objective: implement the FivePoint Solutions Court Data management system which will hold all information with secure access for all team members and providers.

Outcome: 100% of participant data captured.

The project proposes enrolling an additional 50 new participants the first year to what we expect to be 35 participants already in the court. Years two through five will enroll an additional minimum of 45 new participants, serving a total of 230, unduplicated, new participants over the five-year project.

B2. Increase number of participant served

Our court will increase the number of participants served every year, to total 230 unduplicated, new clients. This nearly doubles the numbers being served currently. The population will be identified and recruited from the Brunswick County jail and Brunswick County department of community corrections probation officers. Additionally, dissemination of literature designed to inmates will facilitate an increase in self-referrals. The court coordinators have the primary responsibility for the initial identification and recruitment into the program. The court coordinators will be responsible for retaining the population through ongoing contact with the offender, their treatment provider and probation officer. Weekly meetings with the court coordinators, Southeastern Center's liaison (SEC) and jail RN will review those detainees who endorsed substance abuse and co-occurring disorders on the Brief Jail Mental Health Screen. All inmates are given this screening instrument within 24 hours of their admission to jail. Inmates on detox protocol will also be reviewed. All inmates that appeared in SEC's database as having received mental health/substance abuse services in the past will be reviewed. Next, all identified inmates will be provided information about the treatment courts and be interviewed to assess their interest in participation. If they are interested, the court coordinator or case manager will contact their defense attorney and ADA on the case to start the referral/screening process. The court coordinators will attend Superior court probation violation hearing to listen for potential cases for the courts.

Increase access to services

There are multiple services available to the current participants through the providers we currently contract with as well as community-based organizations with experience in providing services to the proposed population of focus. Funding will enhance wraparound recovery services in the community. By linking clients with community partners who assist individuals and families in recovery from alcohol and drug problems the client will improve quality of life. Vocational and parenting skills, child care, transportation and smoking cessation provided in conjunction with treatment is a key component of recovery-oriented system of care. Given the majority of this population's socioeconomic status, these services are otherwise under-utilized.

Program design includes the 10 Key Components of the Adult Drug court model

All courts are post-sentencing programs operated at the Superior Court level. Each court supervises and assists offenders with a DSM IV diagnosis and refers them for treatment in a rehabilitative environment monitored by the court. Court participants are required to engage in court-regulated activities including substance abuse treatment, mental health treatment when comorbid conditions exist, education, vocational rehabilitation, disability assistance (if applicable), relapse prevention and drug testing. Each treatment court team includes substance abuse and mental health treatment providers, social workers from Department of Social Services, defense attorney, assistant district attorney, Senior Resident Superior Court Judge, probation officers, sheriff's deputies, and treatment court coordinators. Each team member has a role in supervising the court participant's compliance, attendance and participation in the regulated client activities and reports back to the court.

The multiphase program (modeled after NADCP guidelines) can be completed on average between 12 – 18 months. Progression through the phases is determined by compliance with program expectations of attending treatment appointment, scheduled appointments with coordinator and probation, random drugs appointments and the number of consecutive days of abstinent. The program also applies the National Association of Drug Court Professional (NADCP) Sanctions and Incentives protocol when addressing participants non-compliance and compliance.

10 Key Components

Key Components #1: Drug courts integrate alcohol and other drug treatment services with justice system case processing

Key Components #2: Using a nonadversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights

Key Components #3: Eligible participants are identified early and promptly placed in the drug court program

Key Components #4: Drug courts provide access to a continuum of alcohol, drug, and other related treatment and rehabilitation services

Key Components #5: Abstinence is monitored by frequent alcohol and other drug testing

Key Components #6: A coordinated strategy governs drug court responses to participants' compliance

Key Components #7: Ongoing judicial interaction with each drug court participant is essential

Key Components #8: Monitoring and evaluation measure the achievement of program goals and gauge effectiveness

Key Components #9: Continuing interdisciplinary education promotes effective drug court planning, implementation, and operations

Key Components #10: Forging partnerships among drug courts, public agencies, and community-based organizations generates local support and enhances drug court program effectiveness

Project Timeline

KEY ACTIVITY	RESPONSIBLE STAFF	TIME FRAME
Continue to manage treatment services of 30-40 existing clients' pre-grant approval. Identify treatment phase and how it can impact new grant approval.	Court Coordinator, Project Manager	Ongoing until all pre-grant clients complete the program or are discharged. Target timeframe is within year 2 of new grant.
Begin to identify new referrals for treatment court from all previous and new referral sources.	Court Coordinators	Immediately upon grant approval
Create and distribute awareness/referral literature in the Brunswick County Jail. Materials to be used at intake and discharge of inmates.	Court coordinators, Jail RN, Chief Jane.	Upon budget approval
Review Brunswick county racial composition and identify racial disparities guidelines. Compare with Jail demographics and identify target population	Court Coordinators, Chief Jane Evaluator	Within the first 90 days of the start of the grant.
Start Process of acquiring an ongoing list of High Risk/High Need individuals from Probation for screening to determine appropriateness for treatment courts.	Court Coordinators, Local Probation Chiefs	Within 30 days of grant approval
Facilitate SAMSHA Toolbox training for Culturally and gender-based response treatment for treatment providers.	Court Coordinators, Project Manager, Treatment Providers	Within first 90 days of grant approval.
Develop and implement a prescreening MAT protocol for court participants.	Court Coordinates and Treatment Providers	Within 30 days of grant approval.
Set up a meeting with local area MAT providers to discuss treatment fulfillment and treatment continuity.	Coordinators, MAT treatment providers	Within 30 days of grant approval
Identify and contract new wrap around services in the community to engage court participants	Coordinators, Treatment Providers	Within first 90 days of grant approval.
Solicit and engage existing and new local Recovery Housing facilities for referrals of treatment court participants	Coordinators, Treatment Providers	Within 30 days of grant approval
Improve Data Collection for treatment Courts through secure access for all treatment team members	Coordinators, Five Points, Evaluator, Probation, Treatment Providers, Surveillance officer	Within 90 days of grant approval
Submit Performance Assessments, including focus on participant motivation and perceptions	Evaluator, Project Manager, Coordinators	Biannually, Annually
Evaluation of treatment quality and other court practices ADC Best Practice Standards	Evaluator	Years two and four of grant
First 30 days milestones:		
<ul style="list-style-type: none"> * Increased MAT referrals with continuity of care. * Improved awareness of treatment courts in the jail as evidenced by increased referrals * Increased exposure to High-Risk/High Needs population for referrals to treatment courts. * Implementation of prescreening tool for MAT 		
First 90 Day milestones:		
<ul style="list-style-type: none"> * Identified racial guidelines for targeted populations. 		

Project Timeline

<ul style="list-style-type: none">* Increased utilization of culturally and gender-based treatment.* Implemented assessments if within participant variables (motivation, perceptions)* Improved data collection and access for treatment team to make better treatment. Recommendations and referrals.
First 6 months milestones: <ul style="list-style-type: none">* Increased wrap-around services for treatment court participants.* Increased identification and intake of African Americans.* Increased court participants moving toward the first-year goal of 50 new participants.
First-year milestones: <ul style="list-style-type: none">* Increased usage of data system to improve treatment recommendations.* Increased referrals from jail population.* Increased awareness of High Risk /High Need individuals on probation.* Assess and Report outcomes, identify and address court inefficiencies
Second-year milestones: <ul style="list-style-type: none">* Improved treatment outcomes as a result of implantation of wrap-around services.* Improved MAT outcomes. i.e., longer continuity on the treatment.* Report on adherence to ADC Best Practice Standards, provide recommendations* Complete graduation and or discharge of all participants prior to grant approval.
Four-year milestones: <ul style="list-style-type: none">* Maintain or increase grant participants served.* Report outcomes, identify and address inefficiencies
Five-year milestones: <ul style="list-style-type: none">* SAMHSA grant funding ends* Final performance evaluation and evidence to goal attainment.

C1. Brunswick County Treatment Courts contracts with local treatment providers to provide the recommended treatment services for all participants.

The evidence based practices are integrated throughout the treatment process, including Intensive Outpatient Treatment, and use is selected according to each client's individual needs.

The Treatment Courts utilize the following evidence based treatment:

The Matrix Model Treatment materials use draws heavily upon published literature pertaining to the areas of relapse prevention, family and group therapies, drug education, self-help participation and drug abuse monitoring. A pilot study comparing the Matrix outpatient model with an inpatient hospital treatment program produced preliminary support for the clinical utility of the model for the treatment of substance use. A number of NIDA-funded projects have demonstrated that participants treated with the Matrix model demonstrate statistically significant reductions in drug and alcohol use, improvements in psychological indicators and reduced risky sexual behaviors associated with HIV transmission (Rawson et al,1995, Shoptaw et al, 1994, Shoptaw et al 1997). This program was selected for its strong component of basic recovery skill building and effective worksheet system. Although initially targeted to stimulate abusers, the components are applicable for a broad spectrum of chemical users.

CBT. Cognitive Behavioral Therapy CBT has been successfully applied across settings and across ages and roles . It has been shown to be relevant for people with differing abilities and from a diverse range of backgrounds. Studies have found that clients perceive CBT favorably and prefer CBT to pharmacotherapy for treating both externalizing and internalizing disorders. This EBT was selected for its complementary with Matrix and its flexibility for use in basic services for Continuing Care.

Trauma Focused CBT/Prolonged Exposure Therapy Due to the high incidence of trauma history with IOP participants, trauma work is incorporated in individual therapy and in a special Trauma Group offered as a part of continuing care. This EBT is selected because it is complementary to CBT; and it address problems faced by trauma survivors who make up a high percentage of participants who use substances, and are involved in the court.

12 Step Facilitation : AA and NA participation is associated with greater likelihood of abstinence, improved social functioning, and greater self-efficacy Combined 12-Step and formal treatment leads to better outcomes than found for either alone. This EBT was selected for its complementary therapy and to provide ongoing support to our clients.

Medication Assisted Therapy Medication-assisted treatment is treatment for addiction that includes the use of medication along with counseling and other support. Treatment that includes medication is often the best choice for Opioid addiction, and Co-occurring disorders. Medications assisted treatment was selected due to the need for stabilization with some clients.

Moral Reconnection Therapy Recidivism research covering 10 years after participants' treatment with MRT have shown consistently lower recidivism rates (25-60%) for those treated with MRT as compared to appropriate control groups." In a comprehensive review of MRT research, in

Addictive Behaviors Treatment Review, 2000, Little reports that in 8 studies investigating changes in moral reasoning of 549 subjects, "all of the reported data show decreases in the lower stages of moral reasoning with increases in higher stages following MRT participation".

Motivational Interviewing - Motivational interviewing is non-judgmental, non-confrontational and non-adversarial. This practice was selected for its usefulness with the HRHN population that is highly resistant to change.

Assertive Community Treatment Team (ACTT) services which is an EBP team treatment approach designed to provide comprehensive, community-based psychiatric treatment, rehabilitation, and support to persons with serious and persistent mental illness such as schizophrenia. This practice was selected because it offers of the higher level of care.

Community Support Team (CST). CST is intended for individuals with mental illness, substance abuse disorders or both who have complex and extensive treatment needs. Expected clinical outcomes include an increased ability to function in the major life domains (emotional, social, safety, housing, medical, education, vocational and legal), reduced symptoms, increase independence, decreased criminal justice involvement and increased ability to function in the community.

Outpatient Therapy This practice is selected because it is standard practice in the field for modifying behavior or thinking, addressing emotions, psychotic, substance use disorders, and other significant events and issues.

Medication Management This practice is selected because proper medication for the co-occurring population can deter self-medicating behavior with illicit addictive drugs.

The evidenced based practices became evidenced based through research in broad based populations in a variety of institutions. They are culturally sensitive to the sub-populations and should encourage service access, use and outcomes for the African American population we are trying to target.

Effectiveness of the EBPs provided will be assess via the GPRA performance measures including drug screens, involvement with the criminal justice system, and program completion/graduation. In addition, measures of quality of life (WHOQOL and Purpose in Life) may show changes that reflect benefits garnered from participation in EBPs.

**Section E: Data Collection & Performance Measurement
Table and Narrative**

Performance measures	Data Source	Data Collection frequency	Responsible staff	Analytic Method	Report Frequency
Drug use, employment, etc.: GPRA	Participant	Intake, 6-mos, discharge	Court Coordinators & Evaluator	SPARS report platform, Regression, SPSS	Quarterly to court team
Outcome: Criminal Justice Status, drug test sanctions, graduations	Five Point Accountability Data Software, Crim Justice Database	Intake, & monthly to discharge, 1 year post discharge	Court team members (input) Evaluator (analyses)	Regression, ANOVA, SPSS	Quarterly, to team
Process: Treatment & Court attendance	Five Point Accountability Software	Twice monthly	Court Coordinators, providers, Evaluator	Regression SPSS	As needed
MacArthur coercion, TCU motivation; WHOQOL	Participant	Intake, 6-mos, d/c, & 1 yr. post d/c	Evaluator	Various	Twice annually
Racial Disparities/enrollment, retention	Participant, Five Point database	Ongoing	Evaluator	Various	Monthly, to court team
MAT Enrollment & barriers	FivePoint database, participants	Ongoing	Court team, evaluator	Qualitative and regression analyses	Quarterly, to team

- Data will be stored in locked cabinets (paper) and password protected databases (Fivepoints, Excel) on computers in locked offices of the court.
- The evaluator will analyze data with identifiers removed and will input GPRA data weekly and monitor input of project-related data into the Five Points database
- Evaluator and all people collecting data from participants will have training in cultural competence and in motivational enhancement. Linguistic and cultural differences will be considered in assessing the validity of all instruments used. Analyses by race and gender will inform decisions regarding appropriateness of measures used.
- Evaluator will meet on a twice-monthly basis with staff, providing an opportunity for staff to identify successes and barriers encountered in project implementation. These meetings will be a forum for discussion of evaluation findings, allowing staff to adjust or modify project services to maximize project success. Outcomes for all services and supports will be monitored across race and ethnicity to determine the grant's impact on behavioral health outcomes and disparities.
- Quality improvement process will entail evaluator use of GPRA, measures of client experience (e.g. motivation, coercion) and other performance indicators to make comparisons between the first cohort's assessments (Year 1) and subsequent entrants' assessments. Changes may be made at multiple time-points both early and later in the process (a "self-correcting" model of evaluation). To isolate their impact, comparisons in outcomes will be made between pre and post implementation of a particular change, such as expanded availability of MAT on health indicators.

Quality of Life: World Health Organization Quality of Life-BREF

Link: http://www.who.int/substance_abuse/research_tools/en/english_whoqol.pdf

Internal and External Treatment Motivation: TCU Motivation

Link: <http://ibr.tcu.edu/wp-content/uploads/2013/10/09SFMOTFORM.pdf>

Perceived Coercion: MacArthur Perceived Coercion (project adapted for substance use population)

Link: <http://www.macarthur.virginia.edu/shortform.html>

Variables of analysis in FivePoints database system

Demographics

Treatment attendance

Drug screen results

Privilege levels

Criminal Charges/probation violations

Type of drug court: DWI, Drug/Co-Occurring/Women's

Date of intake/discharge/Completion/Gradation

ATTACHMENT 2

Quality of Life: World Health Organization Quality of Life-BREF

Link: http://www.who.int/substance_abuse/research_tools/en/english_whoqol.pdf

Internal and External Treatment Motivation: TCU Motivation

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Type of drug court: DWI, Drug/Co-Occurring/Women's

Date of intake/discharge/Completion/Gradation

STATE OF NORTH CAROLINA
COUNTY OF **BRUNSWICK**

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO:

STATE

**DRUG COURT
CONTRACT FOR PARTICIPATION**

VS.

This agreement between the defendant, _____, and the State of North Carolina entered into on the _____ day of _____ 2018, on the part of the defendant voluntarily, without coercion and of the defendant's own free will. In exchange for the defendant's plea of guilty to the charges of _____

the State will agree to the admission of the defendant into the Brunswick County Drug Court Program. Upon such admission the defendant agrees to the following:

1. The defendant shall abide by the terms and conditions of the Drug Court Program as stated herein:
 - a. The defendant will attend and actively participate in the recommended treatment, keep all doctor's, probation, coordinator and other regular appointments as well as have regular drug and alcohol testing.
 - b. The defendant shall attend and actively participate in any additional treatment, appointments or testing as ordered by the Court or the Coordinator.
 - c. The defendant shall attend and actively participate in other educational or testing programs as recommended by the Coordinator or as ordered by the Court, including but not limited to: GED, job training, and medical treatment.
 - d. The defendant shall sign ALL consents to release information as requested by the Court Coordinator.
 - e. The defendant will report to the Court twice a month for progress reports. The average length of stay in the program is a year to eighteen months. Based upon the defendant's performance, the number of court sessions may change. The defendant is expected to stay the entire court session, unless otherwise excused by the Court.
 - f. The defendant will comply with any orders of the Court.
 - g. The defendant will actively seek employment or be enrolled in school unless otherwise excused by the Court.
 - h. The defendant shall not use, possess or control any illegal drug or controlled substance.

- i. The defendant shall take all medication only as prescribed.
 - j. All participants are required to request non-narcotic medication when being treated for any condition. If the physician believes that only a narcotic medication can treat your condition, he/she must indicate the same on the Non-narcotic prescription request form.
 - k. No participant will use energy drinks, niacin, creatinine, or any other product that can interfere with drug testing, during their participation in mental health court.
- 2. If the defendant successfully completes the program, the Court may either transfer the defendant to unsupervised probation or terminate probation, provided the defendant has paid any restitution due and has otherwise complied with the conditions of his or her probation.
 - 3. Regular reports of the defendant's progress in this program will be provided to the Court, the District Attorney's Office, the defendant's attorney, the Coordinator, treatment providers, and law enforcement officers.
 - 4. If the defendant leaves his or her approved residence and absconds from supervision, this indicates that the defendant is not serious about participating in the Drug Court Program and, in all probability; the defendant's probation will be revoked when he or she is captured.
 - 5. The defendant further agrees to actively participate in the treatment by progressing through the phases indicated below. Time frames may be modified at the discretion of the Drug Court team.

SANCTIONS

The defendant agrees that for failures to comply with the program, or failure to attend the court sessions, various sanctions may be applied by the Court, at the Court's discretion. These sanctions include, but are not limited to:

- a. Failure to earn credit for the week in the Phase progression
- b. Community service
- c. Increase in probation officer and/or Coordinator appointments.
- d. Days, nights, or weekends in jail.
- e. Activation of the defendant's sentence
- f. Removal from the program.
- g. Other sanctions as may appear appropriate to the Court.

The defendant is not entitled to a separate hearing for application of sanctions.

Drug Court Contract for Participation

I have read and understand the terms of the Contract for Participation in Drug Court. I _____ agree to abide by the terms and conditions of the Contract.

This the _____ day of _____, 2018.

Defendant

Court Coordinator

Judge

Defense Attorneys

Katie Madon

Preston Hilton

Treatment Providers

Jeremey Seamon

Julie Simmons

Kenneth Colston

Lidia Bly Herman

Caroline Nettles

Amanda Kazee

Assistant District Attorneys

Chris Thomas

Jacob Ward

Glen Emory

Jason Minnicozzi

Probation Officers

C'Lesha Perkins

Ashley Owens

Donald Barnes

Jarrid Lake

Brandon Gallagher

GLEND A DEBOSE

Home (910) 254-4652 Cell (910) 712-4002 • gdebose@coastalhorizons.org

PROFESSIONAL ADVOCATE AND COUNSELOR

Over 14 years' of loyal and dedicated public service. A highly motivated professional, extensive experience advocating and counseling adults and children. Possess a remarkable ability to develop and maintain meaningful relationships.

CORE COMPETENCIES

- Dynamics of domestic violence and sexual assault
- Theories and causes of domestic violence
- Values and Ethics
- Empathic Listening
- Motivational Interviewing
- Socio-Culture Awareness
- Theories of Counseling
- Self-Awareness and Identity

HIGHLIGHTED CAREER ACHIEVEMENTS

Employee of the Quarter for outstanding work performance within 9 months of employment (MCB Camp Pendleton, 2000)

Employee of the Year for outstanding work performance (New Hanover County Government, 2009)

PROFESSIONAL EXPERIENCE

Coastal Horizons Center, Bolivia NC

December 2016 - present

Co-occurring Court Coordinator, MA, LPC

- Responsible for coordinating the Co-occurring track in the Brunswick County Drug Court.
- Conduct initial mental health and substance abuse evaluations to ascertain the presence of DSM IV diagnosis.
- Provide ongoing case management services to Co-occurring Court participants.
- Refer and link participants to treatment services and other community supports.
- Responsible for accurate records and documentation; and conducting time sensitive data collection.
- Assist with developing and implementing discharge planning protocol for the Brunswick County jail.
- Maintain required licensure, certifications and trainings.

Coastal Horizons Center, Shallotte NC

June 2016 - November 2016

Outpatient Therapist, MA, LPCA

- Provide brief, intensive therapeutic services to parents and children in the child's home, school, and community settings.
- Collaborate and advocate with collateral agencies to meet family and consumer needs.
- Connect with the family as the primary and crucial support system.
- Provide intervention in the cycle of crisis and prevent unnecessary out of home placement.
- Complete daily progress notes without prompts and documentation which supports and justifies continued services as appropriate.

Coastal Horizons Center, Wilmington NC
Intensive-In-Home Specialist, MA, LPCA

November 2010 – June 2016

- Provide brief, intensive therapeutic services to parents and children in the child's home, school, and community settings.
- Collaborate and advocate with collateral agencies in order to meet family and consumer needs.
- Connect with the family as the primary and crucial support system.
- Provide intervention in the cycle of crisis and prevent unnecessary out of home placement.
- Complete daily progress notes without prompts and documentation which supports and justifies continued services as appropriate.
- Maintain required certifications and trainings.

New Hanover County Day Treatment Center, Wilmington, NC
Case Manager/Intervention Specialist, QMHP

2002-2010

- Provided a full range of supportive services directed toward the care and rehabilitation of at risk youth.
- Developed and implemented case plan.
- Documented, monitored and reported client progress to various support agencies.
- Facilitated monthly treatment team meetings.
- Conducted required Mental Health training.
- Wrote daily progress notes for authorized clients.

Family Advocacy, MCB Camp Pendleton, CA
Senior Victim Advocate

1999-2001

- Provided support to victims of spouse abuse, child abuse and sexual assault.
- Conducted investigations, safety assessments, crisis intervention and planning for victims.
- Testified in military and civilian court.
- Educated and trained the military police on Domestic Violence.
- On call 24 hours a day for crisis calls.

NC Department of Correction, Wilmington, NC
Probation and Parole Officer

1995-1998

- Supervised convicted offender in the community.
- Ensured offenders remained in compliance with the conditions set forth by the courts and parole commission.
- Conducted pre-sentencing investigations including background, education, criminal, psychological, and social history.
- Prepared probation violation reports and made sanction recommendations.
- Testified in open court.

EDUCATION

Bachelor of Science in Criminal Justice, 1986
North Carolina Central University- Durham, NC

Master of Arts in Professional Mental Health Counseling, 2013 -GPA 4.0
Webster University- Myrtle Beach, SC

Computer Skills

Proficient with Windows 7, Microsoft Word, PowerPoint, Outlook, and Internet Explorer

REFERENCES

Personal and Professional References Available Upon Request



Certificate of Completion

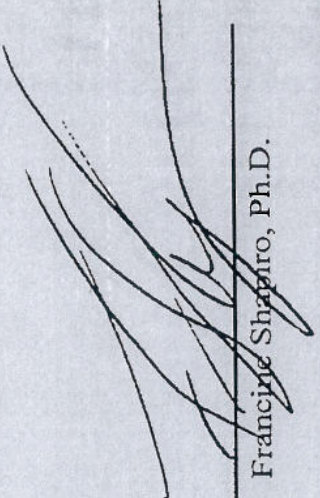
Of Workshop and Consultation Requirements for Basic Training in EMDR to

Judith Knisely

EYE MOVEMENT DESENSITIZATION AND REPROCESSING

Part II Workshop (20 hours) and Consultation (10 hours)

Fort Bragg, NC February 18-20, 2013



Francine Shapiro, Ph.D.

Completion of Parts I and II and 10 consultation hours meets the EMDRIA requirement for Basic EMDR training



A Helping Hand of Wilmington

We're here because we care

5013 Wrightsville Ave. Wilmington, NC 28403

324-R Village Road Leland, NC 28451

796-6868 office 796-6869 fax

Michelle Ingram
Project Coordinator Brunswick County Treatment Courts
310 Government Center Drive, Suite 3 Bolivia, NC 28422
910-253-4421 anna.m.ingram@nccourts.org

February 9, 2018

To whom it may concern,

A Helping Hand of Wilmington has been serving individuals with substance use and mental health disorders as well as those with intellectual/developmental disabilities in New Hanover, Brunswick, and Pender counties since 2007. We have a 4-year national accreditation from the Council on Quality and Leadership (CQL). We are contracted with Trillium Health Resources to provide services funded by Medicaid and State funding. We are also credentialed with Blue Cross Blue Shield.

A Helping Hand of Wilmington provides Outpatient Therapy for individuals, families, couples, and groups. We offer Psychiatric Medication Management and Comprehensive Clinical Assessments as well as Substance Abuse Intensive Outpatient Program (SAIOP). We have three offices: two in Wilmington and one in Leland, NC. While SAIOP and Psychiatric Medication Management are services that are office-based, our staff will provide Outpatient Therapy in the community and the homes of the individuals we support.

We have been working with numerous community partners over the years to support the individuals in our community. These partnerships are essential for providing wrap around supports for individuals challenged with substance use and mental health disorders and the resulting effects on their behaviors and ability to lead the quality of life they deserve. We have partnered with medical providers, DWI providers, DSS, TASC, probation, recovery homes, treatment centers, New Hanover County Drug Court and DWI Court. We have valued our partnership with Brunswick County Treatment Courts and the supports this partnership allows us both to provide.

The work of the Brunswick County Treatment Courts is so important to our community and the people they support and makes a true difference in their lives. We cannot address the behavioral issues resulting from mental health and substance use disorders solely through the correctional system. We need to treat the underlying issues. This is where programs like Brunswick County Treatment Courts partnering with mental health and substance use disorder providers can prove invaluable. Together we can truly make a difference providing the interventions that are needed.

This letter serves as our commitment to continue our partnership with Brunswick County Treatment Courts to support our mutual clients. We are honored to be a part of this endeavor and appreciate any funding and support for this important, necessary, and worthwhile program.

Sincerely,

Lisa Atkins, LCSW
Clinical Director, A Helping Hand of Wilmington

**South Brunswick Counseling Service
P.O. Box 10723
Southport, NC 28461
NC DWI FACILITY CODE 50455/50514**

804 N. Howe St.
Southport, NC 28461
P (910)454-4040
F (910)454-4043

5285-22 S. Main St.
Shallotte, NC 29459
P (910)754-5887
F (910)754-5870

February 5, 2018

Michelle Ingram
Project Coordinator
Brunswick County Treatment Courts
310 Government Drive, Suite 3
Bolivia, NC 28422

Dear Ms. Ingram,

As a member of the Brunswick County community as well as the Behavioral Health Treatment community, I would like to express my appreciation and continued commitment to the Brunswick County Treatment Courts.

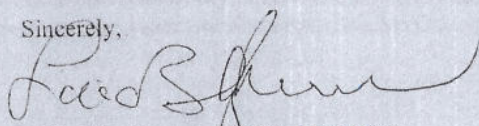
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We have seen clients make progress and change their lives with the help of these programs. Clients with substance use disorders and co-morbid disorders benefit from the structure and accountability of these programs.

As a member of the Brunswick County Treatment Court teams, South Brunswick Counseling Service staff is committed to continue to attend bi-monthly staff meetings to provide support and feedback, monitor attendance and compliance of our participants and be available to treatment team members throughout the week

South Brunswick Counseling services is committed to the success of the Brunswick County Treatment Courts and support the pursuit of funding through SAMHSA. These courts have proven to be an integral part of the health of our community.

Sincerely,



Lidia Bly-Herman, LCAS, LPC, CCS
South Brunswick Counseling Services

This information has been disclosed to you from records protected by State and Federal Law (42 CFR Part 2). The State/Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by (42CFR Part 2). A general authorization for the release of medical or other information is not sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.



A Journeys, PLLC Program



February 8, 2018

Michelle Ingram
Project Coordinator
Brunswick County Treatment Courts
310 Government Center Drive, Suite 3
Bolivia, NC 28422
anna.m.ingram@nccourts.org

Re: Commitment Letter and acknowledgement of Support for Brunswick County Treatment Courts

Dear Ms. Ingram:

Coastal Southeastern United Care (CSEUC) would like to thank you for the ongoing opportunity to partner with Brunswick County Treatment Courts. We are highly supportive of the programs and treatment you offer to our community; and the requested funding to support ongoing treatment programs in Brunswick County.

As a current Mental Health and Substance Abuse provider in Brunswick County, we understand the needs of the community and also the lack of services and funding to adequately support those needs. We have committed ourselves to providing a variety of services ranging from a variety of populations as well as serving several age groups. We provide a range of services tailored to meet the needs and severity level of each person served including, Comprehensive Clinical Assessment, Outpatient therapy, Community support Team, Assertive Community Treatment Team, Substance Abuse Intensive Outpatient Services, and Substance Abuse Comprehensive Outpatient services.

Additionally, having three Full Time psychiatrist on staff, alongside two full time Nurse practitioners, we offer Psychiatric Evaluations, Medication Assisted Treatment, and ongoing Medication management. Our staff are dedicated to providing continuity of care and ongoing community collaboration with Primary Care Physicians and other providers involved in treatment.

We have two locations inside of Brunswick County, with one located directly within the Brunswick County Government Complex to accommodate individuals utilizing public transportation and those we directly assist with transportation.

We look forward to the future in collaborating with Brunswick Treatment Courts in providing the highest standards of care to the community and residents in Brunswick County.

Please feel free to reach out to me should you need any further information or assistance in the future.

Sincerely,

Brittany Jozefowicz

Brittany O. Jozefowicz, LPCA, LCAS-A
Director of Clinical Operations
bjozefowicz@coastalunitedcare.org
(910)523-2804



Coastal Horizons

February 7, 2018

Margaret Weller Stargell,
President and CEO

Corporate Headquarters
Willie Stargell Office Park
615 Shipyard Blvd.
Wilmington, NC 28412

Administration
910.790.0187
910.790.0189 Fax

Open House Youth Shelter
(910) 392-6936

Rape Crisis Center
(910) 392-7185 New Hanover
(910) 754-7949 Brunswick

Outpatient Treatment
(800) 672-2903
(910) 343-0145 New Hanover
(910) 754-4515 Brunswick
(910) 259-0668 Pender

Community Based
Family Services
(910) 202-3155

Horizons Health
Primary Care
(910) 202-3860

WHAT
(910) 790-9949

Continuum of Care
(910) 216-6080

Prevention Services
(910) 202-0840

Outdoor Adventure
(910) 392-7306

TASC
(910) 762-5333 New Hanover

TASC RCE
(252) 638-3909 Region 1
(910) 321-6793 Region 2

NC TASC Training
Institute
(910) 202-5500

Our Children's Place
(919) 904-4286

Recidivism Reduction Services
(910) 202-5125

RESET
(910) 762-5333

Name/Title -
310 Government Center Drive, Suite 3
Bolivia, NC 28422
(910) 253-4353
email address -

Re: Letter of Support & Commitment for Brunswick County Treatment Courts

Dear _____:

On behalf of Coastal Horizons Center, we are in support of your application for funding the Brunswick County "specialty" treatment courts, and commit to providing evidence based treatments for program participants.

As you know, Coastal Horizons has been providing comprehensive substance use and mental health disorder treatment in Brunswick County, and with those involved with the criminal justice system, since 2007. We are a nationally accredited (via CARF) organization in good standing and compliance with all applicable local and state requirements to provide these services in Brunswick County – including facility licensure.

Coastal Horizons commits to providing a wide continuum of care for program participants – with services especially targeted to the high risk, high need offenders on supervised Probation in Brunswick County. We are committed to closing disparity gaps that exist in terms of the rate of service access, use and outcomes – specifically for identified minorities such as African-American, Latino, LGBT and Veterans.

Our continuum of care includes but is not limited to the following:

1 – Assessment, individual and group therapy, family therapy, Intensive Outpatient (SAIOP), Moral Reconciliation Therapy (MRT), Psychiatric evaluation, prescribing, and medication management, and Medication Assisted Treatment (MAT) for Opioid dependence; 2 – HIV, Hepatitis, and other communicable disease education, testing and counseling; 3 – On-site Rape Crisis services; and 4 – linkage to other specialty care as needed.

Coastal Horizons provides these services on-site and co-located with the others to reduce barriers such as transportation. Care integration, provided by a diverse and available staff, that covers a wide continuum of issues, is a key strategy to reach and increase access for minorities. Additionally, evidence based models of therapy are utilized – such as Cognitive Behavioral Therapy (CBT), Trauma Focused CBT, Motivational Interviewing, Twelve Step Recovery, and others.

Should you have further questions on how we can assist, please do not hesitate to call us at 343-0145.

Sincerely,

Kenny House, LCAS, CCS
Vice President of Clinical Services

Copy to: Jeremy Seamon, Brunswick Program Director

Ryan Estes, Treatment Operations Director

Margaret Weller-Stargell, President & CEO



CARF - International Accreditation for Quality
CABHA - Critical Access Behavioral Health Agency

www.coastalhorizons.org

David Keith Williams

5035 Wyncie Wynd
Southport N.C. 28461
910-713-0107
keithlumberton@yahoo.com

Summery

- Devoted Certified Substance Abuse Counselor with experience in Substance Abuse Treatment. Working knowledge of the twelve Steps of Alcoholics Anonymous.

Core Qualifications

- Certified with the North Carolina Substance Abuse Professional Practice Board as a Certified Substance Abuse Counselor.
- Certified in Moral Reconation Therapy from Louisiana State University in Shreveport/Correctional Counseling.
- Certified to teach Alcohol and Drug Education Traffic School and Prime for Life.
- CPR Certified by the American Red Cross

Experience

Coastal Horizons Center

May 2017 to Present

- Works with court administration, judiciary, Clerk's office, DA's, PPO's and private attorneys to identify and resolve system/program issues.
- Ensure adherence to established DTC policies and procedures
- Compile and report statistical outcome data as required by funding authorities.
- Administer substance abuse assessments, provide referral for services, and provide professional care management services for court clients
- Schedule and coordinate weekly DTC Team meetings
- Serve as liaison between program and providers.

South Brunswick Counseling Service

January 1, 2013 to May 2017

- Performed substance abuse assessments and maintained case records.
- Facilitated daily group therapy and education groups.
- Designed and implemented treatment plans and reviews with client.
- Acted as Drug Treatment Court liaison and contributed to weakly staffing of clients.
- Provided individual counseling to clients.
- Managed Cognitive Behavioral Intervention program in the form of Moral Reconation Therapy and documented all client records in PIMS information system.
- Facilitated Moral Reconation Therapy curriculum with clients in the criminal justice system.

Education

Campbell University

1995 Graduate

Bachelor of Business Administration

RAYMOND C. WOOD
433 Foxtail Dr. Longs, SC, 29568
Mobile: 910-712-4009
rwoodnew@gmail.com

Qualifications Summary:

- **Excellent** human relations skills, patient, understanding, empathetic with clients.
 - **Proven** ability to manage client base within different target populations.
 - **Excellent** in executing consumer-focused treatment goals.
 - **Proven** leadership with clients, peers and community constituents.
-

Work Experience:

COASTAL HORIZONS CENTER, INC. (Nov. 2015-Present)

DWI & Domestic Violence Court Coordinator-Brunswick County Treatment Courts

- Responsible for overall coordination of the Brunswick County DWI Court Program and DVOP Court Programs.
- Conduct screenings and review assessment to determine eligibility for the court.
- Provide directional case management to court participants.
- Provide client specific referrals and linkage to treatment providers and other ancillary community services.
- Facilitate bi-weekly staffing with treatment staff to determine client engagement compliance

A HELPING HAND OF WILMINGTON, LLC (Sept. 2012 -Nov. 2015)

Management Director/Program Supervisor CST Services

- Design, implement, supervise and monitor quality assurance and quality improvement for the CABHA.
- Develop agency-wide quality assurance and quality improvement processes with continuous staff, consumer, family, stakeholder, and management involvement including client satisfaction surveys.
- Manage professional staff of 8 individuals and two teams for Community Support Team.

Quality Management: Staff Management and Accountability (Jul. 2011 –Sept. 2012)

- Develop and implement Accountability Structure to ensure productivity of employees; timely orientations, authorizations, and discharges of clients.
- Supervise and direct staff to comply with all consumer data and records documentation requirements, staff qualifications, evidence-based practices training, implementation, supervision, evaluation and fidelity monitoring, accreditation standards, reaccreditation requirements and reporting, auditing, and regulatory review requirements of federal, state, and local agencies.

Program Supervisor Community Support Team (Oct. 2010 –Nov. 2015)

Substance Abuse Intensive Outpatient Program Facilitator

- Oversee processes and procedures for a multidisciplinary service

COASTAL SOUTHEASTERN UNITED CARE, LLC (Aug. 2010-Oct. 2010)

Qualified Professional/ACT Team Leader/ Shallotte, N C

- Managed processes and procedures for a multidisciplinary team of 8 individuals.
- Facilitate completion of required paperwork for client's authorization of service. Supervised direct care and treatment strategies for client base.

COASTAL SOUTHEASTERN UNITED CARE, LLC (Mar. 2009-Aug. 2010)

Qualified Professional/Case Manager/ Shallotte, N C

- Facilitate completion of required paperwork for client authorization of service.

Education:

MBA, General Management, Troy State University , Atlanta, GA	2004
BA Pre-Law/Political Science, Saint Augustine's College , Raleigh, NC	1989

NCSAPPB Registered Substance Abuse Counselor	2014
Certified MRT- Moral Reconciliation Therapy	2015
Certified MRT -Moral Reconciliation Therapy –Trauma Focused	2015

Sally J. MacKain, Ph.D.
 Professor, Psychology Department,
 University of North Carolina Wilmington
 Wilmington, NC 28403-5612
 (910) 962-3732

Education

<u>Institution</u>	<u>Concentration</u>	<u>Years</u>	<u>Degree</u>
UNC Chapel Hill	Psychology (Clinical)	1983-1987	Ph.D.
Univ. of Calif. Santa Cruz	Psychology	1978-1982	B.A.

Professional History

<u>Position/Rank</u>	<u>Institution</u>	<u>Dates</u>
Professor	University of North Carolina Wilmington	1990 to present
Rehabilitation Consultant	UCLA - Psychiatric Rehabilitation Consultants	1987 to 2014
Postdoctoral Scholar	UCLA Neuropsychiatric Institute Center for Schizophrenia Research Robert Liberman, MD, Director	1987-1990
Licensed Psychologist	California # PSY 11348; North Carolina #1605	1988 to present

Honors & Awards

Chancellors Award for Outstanding Teaching 1994.
 Outstanding Academic Advisor Award 2004.
 Graduate Mentor of the Year 2009.
 Exemplary Post Tenure Review 2013
 Board of Trustees Teaching Excellence Award 2017
 Distinguished Teaching Professorship Award 2017

Grants and Fellowships

Evaluator "Drug Court Expansion: process, outcome, and racial disparities." SAMHSA/CSAT
 #TI02612901 \$45,000 2015-2018

Principal Investigator (contract), "Evaluation of a mental health specialty court". Bureau of
 Justice Assistance. \$19,998 2014-2015.

Principal Investigator "Teen Tobacco Prevention & Cessation Initiative: Local Evaluation".
 North Carolina Health & Wellness Trust. \$30,000, 2006-2008.

Principal Investigator, "Graduate Training Scholarships in Clinical Addictions Services". NC Division of Mental Health, Developmental Disabilities and Substance Abuse Services. \$18,000; 2006 2007 & 2008.

Principal Investigator "Latino Teen Tobacco Prevention & Cessation Initiative: Local Evaluation". North Carolina Health & Wellness Trust. \$18,000. 2004 & 2005.

Co-Principal Investigator "Seeking predictors of substance abuse in adolescents" Grant from National Institute on Drug Abuse \$80,000. 2003.

Relevant Publications

Kemppainen, J., MacKain, S., Alexander, M., Reid, P., & Jackson, M. (2017). Post traumatic stress disorder & stressful life events among rural women with HIV disease. *Journal of the Association of Nurses in AIDS Care*, 28 (2), 216-225.

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Kemppainen, J., **MacKain, S.J.** & Reyes, D. (2013). Anxiety symptoms in HIV-infected individuals. *Journal of the Association of Nurses in AIDS Care*, 24 S29-S39.

Buchanan, M., Kemppainen, J., Smith, S., **MacKain, S.J.** & Cox, C.W. (2011). Awareness of Posttraumatic Stress Disorder in Veterans: A Female Spouse/Intimate Partner Perspective. *Military Medicine*, 176, 743-751..

MacKain, S. & Lecci, L. (2010) Perceived coercion in substance abuse treatment: The eye of the beholder? *Journal of Substance Use*, 15 (1), 24-30.

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Mueser, K.T. & MacKain, S.J. (2006) Illness Management & Recovery: Fact Sheet on Evidence Based Practices. National GAINS Center/SAMHSA. <http://gainscenter.samhsa.gov/pdfs/ebp/IllnessManagement.pdf>

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**South Brunswick Counseling Service
P.O. Box 10723
Southport, NC 28461
NC DWI FACILITY CODE 50455/50514**

804 N. Howe St.
Southport, NC 28461
P (910)454-4040
F (910)454-4043

5285-22 S. Main St.
Shallotte, NC 29459
P (910)754-5887
F (910)754-5870

February 5, 2018

Michelle Ingram
Project Coordinator
Brunswick County Treatment Courts
310 Government Drive, Suite 3
Bolivia, NC 28422

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Sincerely,

Lidia Bly-Herman, LCAS, LPC, CCS
South Brunswick Counseling Services

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"On this day...we sailed on."
A Journeys, PLLC Program

- Upload a PDF Filing
- Order a Document Online
- Add Entity to My Email Notification List
- View Filings

Professional Limited Liability Company

Legal Name

Journeys, PLLC

Prev Legal Name

Journeys LLC

Information

SosId: 1148449

Status: Current-Active

Citizenship: Domestic

Date Formed: 5/12/2010

Registered Agent: Virginia Bly-herman, Lidia

Addresses

Principal Office

804 N Howe St
Southport, NC 28461-3462

Reg Office

804 N Howe St
Southport, NC 28461-3462

Mailing

PO Box 10723
Southport, NC 28461-0723

Reg Mailing

PO Box 10723
Southport, NC 28461-0723

Professions

Clinical Social Worker services

CERTIFICATE OF ASSUMED NAME
STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

LIDIA BLY-HERMAN
14-18

20-6-TE

The undersigned, proposing to engage in business in Brunswick County, North Carolina, under an assumed name or a partnership name or a name other than their own does hereby certify that:

1. The name under which the business is to be conducted is:

South Brunswick Counseling Service

(insert name of business)

2. The names and addresses of all the owners of the business are:

Lidia Bly-Herman 129 W. 16th St. Oak Island, NC

(insert owners name and address)

(insert owners name and address)

(insert owners name and address)

(insert owners name and address)

In witness whereof, this certificate is signed by each of the owners of said business, this 25 day of July, 20 02

Lidia Bly-Herman (seal)

(seal)

(seal)

(seal)

RENEE JOHNSON
NOTARY PUBLIC
BRUNSWICK COUNTY, NC

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, certify that Lidia Bly-Herman personally appeared before me and being duly sworn, acknowledged that he or she is the owner of the aforesaid business and executed the foregoing instrument for the purpose therein expressed. Witness my hand and official seal or stamp, this 25th day of July, 20 02

Notary Public Renee Johnson
My Commission Expires 6/13/07

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of RENEE JOHNSON

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this 25th Day of July, 2002
in the Book and page shown on the First Page hereof.

Robert J. Robinson
ROBERT J. ROBINSON, Register of Deeds

CERTIFICATE OF ASSUMED NAME
STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The undersigned, proposing to engage in business in Brunswick County, North Carolina, under an assumed name or a partnership name or a name other than their own does hereby certify that:

1. The name under which the business is to be conducted is:

South Brunswick Counseling Service
(insert name of business)

2. The names and addresses of all the owners of the business are:

Lidia Bly-Herman 129 NE 16th St. Oak Island, NC
(insert owners name and address)

(insert owners name and address)

(insert owners name and address)

(insert owners name and address)

In witness whereof, this certificate is signed by each of the owners of said business, this 25 day of July, 20 02

Lidia Bly-Herman (seal)

(seal)

(seal)

(seal)

RENEE JOHNSON
NOTARY PUBLIC
BRUNSWICK COUNTY, NC

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, certify that Lidia Bly-Herman personally appeared before me and being duly sworn, acknowledged that he or she is the owner of the aforesaid business and executed the foregoing instrument for the purpose therein expressed. Witness my hand and official seal or stamp, this 25th day of July, 20 02.

Notary Public Renee Johnson
My Commission Expires 6/13/07

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of RENEE JOHNSON

State of North Carolina

Department of Health and Human Services Division of Health Service Regulation

Effective January 01, 2018, this license is issued to

Journeys LLC

to operate a mental health facility known as

South Brunswick Counseling Service

located at 804 N. Howe Street

Southport, North Carolina County: Brunswick

*This license is issued subject to the statutes of the
State of North Carolina, is not transferable and shall expire
midnight December 31, 2018.*

Facility ID: 120154

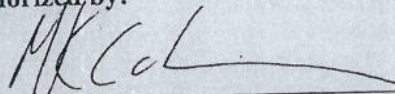
License Number: MHL-010-080

Capacity: 0

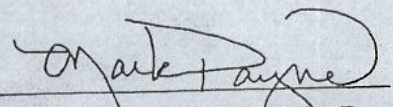
Services:

27G.3700 Day Treatment for SA

Authorized by:



Secretary, N.C. Department of Health and
Human Services



Director, Division of Health Service Regulation

State of North Carolina

Department of Health and Human Services Division of Health Service Regulation

Effective January 01, 2018, this license is issued to

Coastal Horizons Center, Inc.

to operate a mental health facility known as

Coastal Horizons Center, Inc.

located at 615 Shipyard Boulevard

Wilmington, North Carolina County: New Hanover

*This license is issued subject to the statutes of the
State of North Carolina, is not transferable and shall expire
midnight December 31, 2018.*

Facility ID: 011124

License Number: MHL-065-011

Capacity: 0

Services:

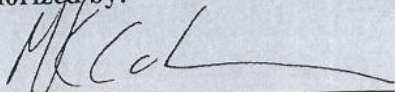
27G.3300 Outpatient Detoxification

27G.3600 Outpatient Methadone

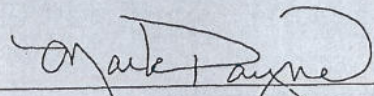
27G.3700 Day Treatment for SA

27G.4400 Substance Abuse Intensive Outpatient Program

Authorized by:



Secretary, N.C. Department of Health and
Human Services



Director, Division of Health Service Regulation

State of North Carolina

Department of Health and Human Services Division of Health Service Regulation

Effective January 01, 2018, this license is issued to

Coastal Horizons Center, Inc.

to operate a mental health facility known as

Lake Forest Academy Day Treatment

located at 1806 South 15th Street

Wilmington, North Carolina County: New Hanover

*This license is issued subject to the statutes of the
State of North Carolina, is not transferable and shall expire
midnight December 31, 2018.*

Facility ID: 061358

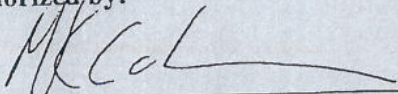
License Number: MHL-065-259

Capacity: 0

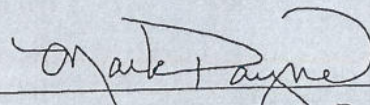
Services:

27G.1400 Day Treatment

Authorized by:



Secretary, N.C. Department of Health and
Human Services



Director, Division of Health Service Regulation

State of North Carolina

Department of Health and Human Services Division of Health Service Regulation

Effective January 01, 2018, this license is issued to

Coastal Horizons Center, Inc.

to operate a mental health facility known as

Coastal Horizons Center, Inc.

*located at 120 Coastal Horizons Center Drive
Shallotte, North Carolina County: Brunswick*

*This license is issued subject to the statutes of the
State of North Carolina, is not transferable and shall expire
midnight December 31, 2018.*

Facility ID: 091024

License Number: MHL-010-071

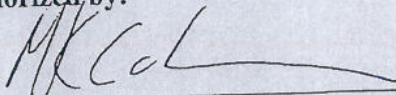
Capacity: 0

Services:

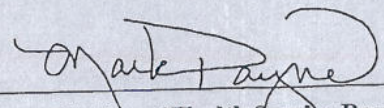
27G.3300 Outpatient Detoxification

27G.4400 Substance Abuse Intensive Outpatient Program

Authorized by:



Secretary, N.C. Department of Health and
Human Services



Director, Division of Health Service Regulation

State of North Carolina

Department of Health and Human Services
Division of Health Service Regulation

Effective January 01, 2018, this license is issued to

Coastal Horizons Center, Inc.

to operate a mental health facility known as

Coastal Horizons Center - Pender

located at 803 South Walker Street

Burgaw, North Carolina County: Pender

*This license is issued subject to the statutes of the
State of North Carolina, is not transferable and shall expire
midnight December 31, 2018.*

Facility ID: 941583

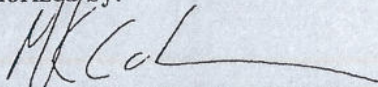
License Number: MHL-071-036

Capacity: 0

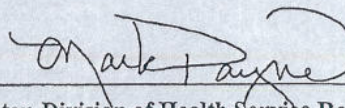
Services:

27G.4400 Substance Abuse Intensive Outpatient Program

Authorized by:



Secretary, N.C. Department of Health and
Human Services



Director, Division of Health Service Regulation

State of North Carolina



Department of Health and Human Services Division of Mental Health, Developmental Disabilities, and Substance Abuse Services

Effective August 1, 2002, this

Authorization Certificate is issued to
the mental health facility known as

Coastal Horizons Inc.

to provide Substance Abuse Services for Driving While Impaired Offenders

LOCATED AT: 615 Shipyard Boulevard

Wilmington, NORTH CAROLINA

COUNTY: New Hanover

This Certificate is issued subject to continuous compliance with all applicable state and federal statutes and rules of the North Carolina Commission for Mental Health, Developmental Disabilities, and Substance Abuse Services, and is not transferable.

Authorized by:

A handwritten signature in cursive script, appearing to read "H. Stein".

Chief, Community Policy Management Section

DWI Facility Code: 50491

Authorized through December 31, 2018

A handwritten signature in cursive script, appearing to read "Lynette Jones".

Program Manager, DWI Services
Justice Systems Innovations Team

March 30, 2017

Eric Luttmmer (Sponsor)
615 Shipyard Blvd.
Wilmington, NC 28412

Coastal Horizons Center, Inc.
615 Shipyard Blvd.
Wilmington, NC 28412

Re: OTP No. NC10026M, DEA No. RC0155336

Dear Eric Luttmmer:

The Substance Abuse and Mental Health Services Administration (SAMHSA) acknowledges notification from CARF dated March 30, 2017, relating to the opioid treatment program (OTP) listed above. Also, refer to your application for Renewal/Recertification dated January 20, 2017.

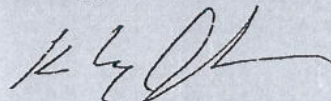
Based on the materials you have submitted and in accordance with 42 CFR § 8.11(c), your program is certified until March 31, 2020. It will be necessary to submit an application for renewal under 42 CFR § 8.11(c) at least 1 month prior to this date. In addition, each OTP is responsible for maintaining its accreditation status. OTPs that are not currently accredited are subject to regulatory action under 42 CFR § 8.11(a).

Under the terms of this certification, you are authorized to use opioid drugs for maintenance and/or detoxification treatment of narcotic addiction at the above referenced location. Please note that methadone, Suboxone®, Subutex®, and FDA-approved generic buprenorphine addiction products are the only narcotic drugs approved for the treatment of narcotic addiction in OTPs. Also, if you relocate your primary dispensing location from the address listed above you, must supplement your certification by submitting form SMA-162 for advanced approval from SAMHSA. Please include the above OTP number in any correspondence concerning your application. For your convenience, the SMA-162 form can be submitted online via your program's account on the SAMHSA OTP Extranet Web site at <http://otp-extranet.samhsa.gov>. (For help with the site, or your user name and password, contact the Information Center at 1-866-OTP-CSAT or otp-extranet@opioid.samhsa.gov).

The Federal opioid treatment standards set forth under 42 CFR § 8.12 reflect the requirements necessary to determine the Federal qualifications for professional practice in the medical treatment of opiate addiction with opioid treatment medications. Because the State and Drug Enforcement Administration (DEA) standards and regulations may vary, this approval does not abrogate any restrictions imposed by your State Authority or DEA.

If you have any further questions about this application, please contact Ivette Ruiz, Division of Pharmacologic Therapies of the Center for Substance Abuse Treatment, at 240-276-1511 or by e-mail at Ivette.ruiz@samhsa.hhs.gov.

Sincerely,



Kimberly A. Johnson, PhD.
Director,
Center for Substance Abuse Treatment
Substance Abuse and Mental Health Services Administration

cc: DEA
State Opioid Treatment Authority
CARF
Ivette Ruiz, CSAT
Attachment: Certification Certificate

OPIOID TREATMENT PROGRAM CERTIFICATION

Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment
Rockville, MD 20850

EXPIRATION DATE

March 31, 2020

OTP NUMBER

OTP NC10026M

Coastal Horizons Center, Inc.
615 Shipyard Blvd.
Wilmington, NC 28412

This certificate is issued under authority of 42 CFR § 8.11 (21 U.S.C. 823(g)(1))



U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment
www.samhsa.gov

Kimberly Johnson
Director,
Center for Substance Abuse Treatment

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, BUSINESS ACTIVITY OR VALID AFTER EXPIRATION DATE

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF WAIVER

LABORATORY NAME AND ADDRESS
COASTAL HORIZONS CENTER
615 SHIPYARD BLVD
WILMINGTON, NC 28412

CLIA ID NUMBER
34D0998639

EFFECTIVE DATE
04/22/2016

LABORATORY DIRECTOR
ERIC J LUTTMER

EXPIRATION DATE
04/21/2018

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Karen W. Dyer
Karen W. Dyer, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

423 Certs1_032216

- If this is a Certificate of Registration, it represents only the enrollment of the laboratory in the CLIA program and does not indicate a Federal certification of compliance with other CLIA requirements. The laboratory is permitted to begin testing upon receipt of this certificate, but is not determined to be in compliance until a survey is successfully completed.
- If this is a Certificate for Provider-Performed Microscopy Procedures, it certifies the laboratory to perform only those laboratory procedures that have been specified as provider-performed microscopy procedures and, if applicable, examinations or procedures that have been approved as waived tests by the Department of Health and Human Services.
- If this is a Certificate of Waiver, it certifies the laboratory to perform only examinations or procedures that have been approved as waived tests by the Department of Health and Human Services.

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.

March 17, 2017

Farah Boyce
Coastal Horizons Center, Inc.
615 Shipyard Boulevard
Wilmington, NC 28412

Dear Ms. Boyce:

It is my pleasure to inform you that Coastal Horizons Center, Inc. has been issued CARF accreditation based on its recent survey. The Three-Year Accreditation applies to the following program(s)/service(s):

Outpatient Treatment: Opioid Treatment Program (Adults)

This accreditation will extend through March 31, 2020. This achievement is an indication of your organization's dedication and commitment to improving the quality of the lives of the persons served. Services, personnel, and documentation clearly indicate an established pattern of conformance to standards.

The survey report is intended to support a continuation of the quality improvement of your organization's program(s)/service(s). It contains comments on your organization's strengths as well as any consultation and recommendations. A Quality Improvement Plan (QIP) demonstrating your organization's efforts to implement the survey recommendation(s) must be submitted within the next 90 days to retain accreditation. The QIP form is posted on Customer Connect (customerconnect.carf.org), CARF's secure, dedicated website for accredited organizations and organizations seeking accreditation. Please log on to Customer Connect and follow the guidelines contained in the QIP form.

Your organization should take pride in achieving this high level of accreditation. CARF will recognize this accomplishment in its listing of organizations with accreditation and encourages your organization to make its accreditation known throughout the community. Communication of the accreditation to your referral and funding sources, the media, and local and federal government officials can promote and distinguish your organization. Enclosed are some materials that will help you publicize this achievement.

Your organization's complimentary accreditation certificate will be sent separately. You may use the enclosed form to order additional certificates.

If you have any questions regarding your organization's accreditation or the QIP, you are encouraged to seek support from Jani Greenwald by email at jgreenwald@carf.org or telephone at (888) 281-6531, extension 7180.

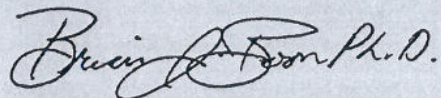
Ms. Boyce

2

March 17, 2017

CARF encourages your organization to continue fully and productively using the CARF standards as part of its ongoing commitment to accreditation. CARF commends your organization's commitment and consistent efforts to improve the quality of its program(s)/service(s) and looks forward to working with your organization in its ongoing pursuit of excellence.

Sincerely,

A handwritten signature in black ink, reading "Brian J. Boon, Ph.D." in a cursive script.

Brian J. Boon, Ph.D.
President/CEO

Enclosures

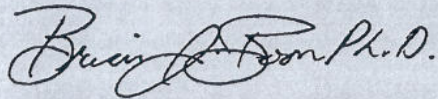
Ms. Boyce

2

March 17, 2017

CARF encourages your organization to continue fully and productively using the CARF standards as part of its ongoing commitment to accreditation. CARF commends your organization's commitment and consistent efforts to improve the quality of its program(s)/service(s) and looks forward to working with your organization in its ongoing pursuit of excellence.

Sincerely,

A handwritten signature in black ink, reading "Brian J. Boon, Ph.D." in a cursive script.

Brian J. Boon, Ph.D.
President/CEO

Enclosures

September 12, 2017

Lisa Atkins
Clinical Director/Owner
A Helping Hand of Wilmington
3015 Wrightsville Ave
Wilmington, NC 28412

Dear Ms. Atkins,

On behalf of the Board of Directors of CQL | The Council on Quality and Leadership, I congratulate you and the staff of A Helping Hand of Wilmington for your award of CQL Accreditation in Person-centered Excellence. Your participation in our international accreditation program demonstrates your commitment to excellence in person-centered services and supports that lead to increased quality of life. The term of accreditation for A Helping Hand of Wilmington will extend for four years from August 4, 2017 to August 4, 2021.

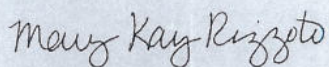
CQL Accreditation signifies that an organization is committed to the principles of person-centered services and acknowledges the work is not finished. CQL Accreditation in Person-centered Excellence is an ongoing process and continues beyond the initial review.

We hope that our ongoing partnership will assist you as you continue on the journey to person-centered excellence. Our goal is to improve the quality of life of people receiving supports and services, and we look forward to working with you and your organization to achieve that end.

We are notifying your Governor and state agency of this achievement, but we will not release a copy of the enclosed report without consent, unless legally compelled to do so.

Again, we congratulate A Helping Hand of Wilmington on its achievement and we are pleased that you are among the family of CQL accredited organizations. We look forward to our continued partnership.

Sincerely,



Mary Kay Rizzolo
President and CEO

Cc: North Carolina Division of MH/DD/SA

State of North Carolina

Department of Health and Human Services Division of Health Service Regulation

Effective January 01, 2018, this license is issued to

A Helping Hand of Wilmington, LLC

to operate a mental health facility known as

A Helping Hand of Wilmington

located at 324-R Village Road

Leland, North Carolina County: Brunswick

*This license is issued subject to the statutes of the
State of North Carolina, is not transferable and shall expire
midnight December 31, 2018.*

Facility ID: 120636

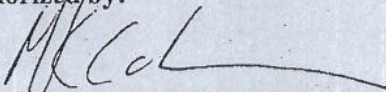
License Number: MHL-010-082

Capacity: 0

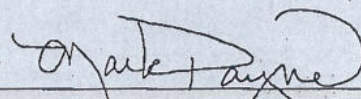
Services:

27G.4400 Substance Abuse Intensive Outpatient Program

Authorized by:



Secretary, N.C. Department of Health and
Human Services



Director, Division of Health Service Regulation

Transforming Lives



June 28, 2017

A Helping Hand of Wilmington
Attn: Lisa Atkins
5013 Wrightsville Avenue
Wilmington NC 28403-7045

Dear Provider:

Enclosed is your original signed copy of the 2017-2020 Agency Combined Contract, Medicaid and State funds. Thanks for your prompt response and we look forward to doing business with you.

If you have any questions regarding this contract, you can contact me at 1-866-998-2597 or UCRContracts@trilliumnc.org.

All other questions should be directed to your Network Operations Liaison, Beth Mowbray at Beth.Mowbray@trilliumnc.org or back up lead Angie Hedgepeth at angie.hedgepeth@trilliumnc.org

Sincerely,

Amy Corbitt
Project Manager
Trillium Health Resources
201 West First St.
Greenville, NC 27858-1132
Phone Number: 1-866-998-2597
Contract Dept. Fax: 252-215-6887

24-Hour Crisis Care & Service Enrollment - 877.685.2415

TrilliumHealthResources.org 201 West First St, Greenville, NC 27858-1132 866.998.2597 Fax: 252.215.6881



AMANDA KAZEE

SKILLS & ABILITIES

Work independently and collaboratively in a team environment
Complete Substance Abuse and Crisis Management Assessments
Utilization of a variety of evidenced-based therapeutic approaches
Multi-task oriented and flexible
Capacity for Communication in a multi-disciplinary team setting
Leadership
Crisis Management
Case Management
Able to meet expectations and deadlines

EXPERIENCE

SACOTT CLINICAL SUPERVISOR

December 2017-Present

- Oversees the day-to-day operations of the program to ensure quality of programming and service delivery as mandated by the State and Federal guidelines.
- Plan, develop, supervise, coordinate, and evaluate SACOTT services for adults with substance abuse problems under the direction of the Clinical Director.
- Creates individual supervision plans for each staff member of the SACOTT team.
- Provides individualized supervision to each staff member of the SACOTT team.
- Conducts regular audits of client medical records to assure that staff is documenting all notes properly.
- Assures the program and its mission are consistently presented in a positive image to community and stakeholders.
- Provides individual, group, family, and marital therapy for SACOTT participants working towards the goals of assisting the individual and his/her family to make needed lifestyle changes and to gain insight into family, social, emotional, health, and environmental issues that are affected by substance abuse/ use.

LCAS CLINICAL SUPERVISOR

December 2017-Present

- Oversees the day-to-day operations of the program to ensure quality of programming and service delivery as mandated by the State and Federal guidelines.
- Plan, develop, supervise, coordinate, and evaluate SAIOP services for adults with substance abuse problems under the direction of the Clinical Director.
- Creates individual supervision plans for each staff member of the SAIOP team.
- Provides individualized supervision to each staff member of the SAIOP team.
- Conducts regular audits of client medical records to assure that staff is documenting all notes properly.
- Assures the program and its mission are consistently presented in a positive image to community and stakeholders.
- Provides individual, group, family, and marital therapy for SAIOP participants working towards the goals of assisting the individual and his/her family to make needed lifestyle changes and to gain insight into family, social, emotional, health, and environmental issues that are affected by substance abuse/ use.

ADDICTION SPECIALIST, QMHP; COMMUNITY SUPPORT PROFESSIONALS

June 2016- March 2017

Responsible for providing quality case management and using the 12 Core Functions of Substance Abuse Counseling for a caseload of approximately 20 Severe and Persistent Mentally ill clients. I provide in-home services for clients and ensure brokering and linkage to needed services. I ensure symptom management, medication management, and help improve independent living skills. I facilitate a monthly group pertaining to recovery from mental illness and substance abuse.

SUBSTANCE ABUSE COUNSELOR, CAROLINA TREATMENT CENTER

June 2011-June 2016

Responsible for providing quality case management utilizing the 12 Core Functions of Substance Abuse Counseling for 50 opioid dependent patients. This care includes assessments, treatment planning and discharge planning, treatment team coordination, group processes, and documentation in a clear, concise, and

timely manner. I act as a clinical lead in training new counselors, organizing trainings, leading team meetings, and general lead counselor duties. Currently a liaison to referral sources and coordinate appropriate referrals. Case management and counseling is done utilizing a variety of therapeutic techniques and client directed/outcome informed care to form a therapeutic alliance.

EDUCATION/CREDENTIALS

- University of North Carolina at Pembroke
Bachelors of Social Work: December, 2011
 - Kaplan University
Masters of Science, Psychology-Addiction concentration: May 2014
 - CSAC: July 2014
 - University of North Carolina at Pembroke
Masters of Social Work:: May 2016
 - LCAS: January 2017
 - LCSW-A: Expected Date: February 2018
-



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 19, 2018

Action Item # VI. - 6.

From:
John Nichols, P.E.

Utilities - Timber Lane/Pickett Road Force Main Replacement
Project Contract with McGill Associates and Associated Budget
Amendment (John Nichols, Director of Public Utilities)

Issue/Action Requested:

Request that the Board of Commissioners approve budget amendment and authorize the Chairman and Clerk to the Board to approve the contract with McGill Associates in the amount of \$52,084 for engineering services associated with the design of the Timber Lane/Pickett Road Force Main Replacement Project.

Background/Purpose of Request:

The Timber Lane/Pickett Road Force Main Replacement Project was agreed to by the Participants in the Northeast Regional Wastewater System due to frequent force main ruptures in this location caused by the substandard condition of the pipe. The Division of Environmental Quality has expressed concerns regarding the condition of this portion of the pipeline. Funding will come from the Northeast Brunswick Regional System Renewal and Replacement Fund. The proposed replacement will parallel the existing force main and is expected to be installed via a combination of open trenching and directional boring. Design proposals were received from Cape Fear Engineering, East Coast Engineering & Surveying, McGill Associates, and Right Angle Engineering. During the January 17, 2018, quarterly meeting of the Northeast Brunswick Water Reclamation Facility (WRF) Participants, McGill Associates was selected as the engineering consultant. A final scope of work has been negotiated with McGill Associates that includes preliminary design, final design, geotechnical exploration, field reconnaissance, preliminary plans and specifications, preparation of all applicable permits, final plans and specifications, bidding assistance, recommendation of award, limited construction inspection, and construction administration.

Staff recommends approval of the proposed contract with McGill Associates in the amount of \$52,084.

Fiscal Impact:

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget Amendment Transfer Capital and Replacement fund of \$52,084 to the NE Regional Wastewater budget for engineering services.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve budget amendment and authorize the Chairman and Clerk to the Board to approve the contract with McGill Associates in the amount of \$52,084 for engineering services associated with the design of the Timber Lane/Pickett Road Force Main Replacement Project.

ATTACHMENTS:

Description

- ▣ Utilities - Timber Lane/Pickett Road Force Main Replacement Design Agreement McGill Associates - Attach 1
- ▣ 20180219 Budget Amendment Timber Lane Picket Rd Force Main Reserve.pdf
- ▣ 20180219 Budget Amendment Timber Lane Picket Rd Force Main.pdf

This Agreement has been prepared for use with the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts). Their provisions are interrelated and a change in one may necessitate a change in the other.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of February 6, 2018 ("Effective Date") between

Brunswick County ("Owner")

and

McGill Associates, P.A. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Timber Lane/Pickett Road Force Main Replacement ("Project").

Engineer's Services under this Agreement are identified in the attached Exhibit A.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services in accordance with the schedule outlined in Exhibit B.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction. If the actual time to complete construction exceeds the number of days indicated in Exhibit B through no fault of the Engineer, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 60 days of receipt. If Owner fails to make any payment due Engineer for undisputed services and expenses within 60 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving fourteen days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all undisputed amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its undisputed services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon fourteen days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon fourteen days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within fourteen days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would

otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the State of North Carolina.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to the following limitations: (1) any use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants and (2) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000, the total amount of compensation received by Engineer, or the total insurance benefit of Engineer's insurance policy(s), whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. By signing this contract, Engineer affirms they are not listed and will not utilize a consultant, vendor, contractor, or subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to NCGS 143-6A-4, Iran Divestment Act Certification.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer in accordance with Exhibit B.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer a lump sum amount agreed to by a duly executed written instrument based on the format of Exhibit C to this Agreement.

8.01 *Exhibits Included*

- A. Engineer's Services
- B. Payment to Engineer for Services
- C. Amendment to Owner- Engineer Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

ENGINEER:

By: Michael A. Pitt

Title: Principal/Shallotte Office Director

Date Signed: 2-6-18

Engineer License or Firm's Certificate

Number: C-0459

State of: North Carolina

Clerk to the Board

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

Finance Director – Brunswick County

"Approved at to Form"

County Attorney Date

Address for giving notices:

Address for giving notices:

712 Village Point Road SW, Suite 103
Shallotte, NC 28470
910.755.5872

Engineer's Services

The Professional Services Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Survey

McGill shall provide base mapping of the route inclusive of all above ground and underground features. All above ground features shall be surveyed, including breaks in elevation (centerline and top of ditch, etc.). An adequate number of elevation points shall be surveyed to develop contours of the area. McGill shall clearly indicate all utilities, indicating size, type, and owner information. Survey data shall be supplemented by existing maps, as-builts, and utility locates. As appropriate, base mapping will indicate both edges of pavement and existing utilities on both sides of the roadway. Additionally, edges of wetlands, geotechnical boring sites, and Subsurface Utility Engineering Quality Level A locates (potholing) shall be surveyed and clearly shown on the base mapping. Adjacent properties shall be identified by owner and parcel ID number. The cost for Level A locates shall be provided on a per each basis.

A1.02 Preliminary Design Phase

McGill shall design approximately 3,600 linear feet of new 12" DR-18PVC force main complete with all appurtenances (restraints, air relief valves, isolation valves, etc.). The force main alignment will be primarily within the rights of way of Timber Lane and Picket Road. Connection shall be made at the upstream end within the discharge valve vault of Leland Pump Station # 3, and at the downstream end just upstream of the existing metering manhole near the intersection of Pickett Road and Old Fayetteville Road. The design may include both open-cut and trenchless pipe installation.

McGill shall prepare design drawings, details, and technical specifications adequate to apply for and receive all necessary governmental approvals (see A1.03 Permitting). For directional drills, HDD Fusible PVC shall be used as the base bid and provide the best-match interior diameter to the piping installed by open cut methods. Preliminary Drawings shall clearly indicate easement areas, check valves, shut-off valves, directional drill locations, bore and jack locations, air release valves, vaults, and bypass piping as needed. The Owner shall submit comments to McGill which McGill shall then incorporate in the Preliminary Plans.

A1.03 *Permitting*

Upon approval of the Preliminary Drawings, McGill shall prepare applications and make submittals with permit fees to regulatory agencies. These are expected to include:

- NCDEQ, Division of Water Resources, Water Quality Section
- NCDEQ Division of Energy Mineral and Land Resources Erosion and Sediment Control Permit
- NCDEQ Division of Energy, Mineral and Land Resources Stormwater Permit
- Brunswick County Stormwater Permit (as needed).

McGill shall perform field work, furnish plans and specifications, prepare documents, attend regulatory and governmental meetings, respond to questions and comments, evaluate alternatives, and provide recommendations concerning wetland permitting.

A1.04 *Final Design Phase*

Upon notice by the Owner, McGill shall prepare final design drawings, details, and Contract Documents for bidding purposes. The Owner shall submit comments to McGill which McGill shall then incorporate into the Final Plans.

A1.05 *Bidding and Negotiating Phase*

McGill will utilize Standard County "front end" documents in preparing the final Contract Documents. These shall be modified by McGill for items specific to the project. McGill shall review and utilize Brunswick County standard technical specifications when available and applicable and shall supplement Brunswick County technical specifications as needed. McGill shall ensure there is no overlap between McGill's technical specifications and the County's standard "front end" documents. McGill shall assist in advertising the project; conduct a pre-bid meeting; post bid documents to plan room Internet sites; provide all necessary hard copy Contract Documents; respond to Contractor questions; evaluate substitutions; prepare and distribute addenda and clarifications; attend bid opening; review bids; provide certified bid tabulation; assist with bid protests; make recommendation of award; consult with Owner on the acceptability of Contractors, suppliers, and manufacturers; and assist Owner in negotiations with Contractors.

A1.06 *Construction Phase*

McGill shall provide sufficient project inspection and shall consult with the County Inspector sufficiently for McGill to provide all necessary certifications at the close of the project. McGill shall evaluate all test reports; assist Owner in selection and/or approval of an independent testing laboratory; review construction observation reports; ensure compliance to the Contract Documents; prepare conformed documents; conduct a pre-construction meeting; conduct monthly progress meetings; inspect the project no less than once per week and document inspection findings; review shop drawings and required submittals; review schedules (Progress, Submittal, Values); review Requests for Information; issue clarifications and interpretations of the Contract Documents; prepare change orders and work change directives; review and approve applications for payment; develop punch lists; review maintenance and operating instructions, guarantees, and bonds; and conduct final walk-throughs. McGill shall prepare Record drawings showing appropriate record information

based on project annotated record documents received from Contractor and furnish such Record drawings to Owner. McGill shall prepare operation and maintenance manuals as required. McGill shall assist the Owner in determining the date of Substantial Completion and Final Completion.

A1.07 Post-Construction Phase

McGill shall visit the project to observe any apparaent defects in the work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if any. McGill shall visit the project within one month before the end of the Construction Contract's warranty period to ascertain whether any portion of the work is subject to correction and provide Owner a report of findings. McGill shall verify any warranty work completed by the Contractor is in compliance with the Contract Documents.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

1. Providing services to verify the accuracy of drawings or other information furnished by Owner. Or, making revisions to drawings or other documents when such revisions are inconsistent with approvals or instruction previously given by the Owner, or are due to causes beyond the control of McGill Associates.
2. Design and/or permitting associated with the NCDOT, US Army Corps of Engineers, and NCDEQ 401 and Buffer Permitting Branch. Based on the understanding of scope and site conditions as evaluated these needs are not anticipated.
3. Preparing to serve and/or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than as specified in the Scope of Services above.
4. Providing services to correct deficiencies in the design or construction of adjacent properties.
5. Preparing/coordinating electric, natural gas, telephone, or cable television line extension plans and plans for rerouting existing facilities.
6. Preparation of exhibits for review and/or presentation at public meetings.
7. Providing geotechnical engineering services, as they are not expected to be necessary based on the current scope and field conditions as observed.
8. Production of Post-Construction Phase engineering plans, details, or specifications, or other related design services to correct construction deficiencies if required.

(for use with E-520)

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 6, 2018.

Payments to Engineer for Services
Basic Services – Lump Sum

The Professional Services Agreement is supplemented to include the following agreement of the parties.

Compensation for Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services as follows:

1. A Lump Sum amount based on the following estimated distribution of compensation:

	<u>Amount</u>	<u>Duration</u>
a. Study and Report Phase	\$ _____	_____ days
b. Wetlands Delineation	\$ _____	
c. Geotechnical Investigation	\$ _____	
_____ Borings @ \$ _____ each		
d. Survey	\$ <u>3,190</u>	<u>10</u> days
(Wetlands and Geotechnical work to be performed concurrent with Survey work)		
e. Preliminary Design Phase	\$ <u>17,152</u>	<u>77</u> days
f. Permitting	\$ <u>2,228</u>	<u>75</u> days
g. Easement Maps	\$ _____	_____ days
_____ Easements @ \$ _____ each		
h. Final Design Phase	\$ <u>4,900</u>	<u>21</u> days
i. Bidding and Negotiating Phase	\$ <u>6,014</u>	<u>56</u> days
j. Construction Phase	\$ <u>16,040</u>	<u>112</u> days
k. Post-Construction Phase	\$ <u>2,560</u>	<u>7</u> days
Basic Services Total	\$ <u>52,084</u>	<u>358</u> days

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
5. The date for project completion shall be determined by adding the above noted Total Duration, also known as the "Time for Completion" to the Effective Date of the agreement.

(for use with E-520)

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2018.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: _____
- c. Engineer: _____
- d. Project: _____

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

Brunswick County

By: _____

By: _____

Title: Chairman
Board of Commissioners

Title: _____

Date

Signed: _____

Date Signed: _____

Clerk to the Board

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

Finance Director – Brunswick County

Request Info	
Type	Budget Amendment
Description	Timber Lane/Picket Rd Force Main Reserve
Justification	Board Meeting 02/19/2018-Transfer Capital and Replacement of \$52,084 to NE Regional Wastewater for award of engineering services with McGill Associates for Timber Land/Pickett Road Force Main Replacement Project.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
449800	464314	Interfund Trans Wstwtr Cap Rsv	NE Regnal Capital and Replacmt	-52084	Decrease	Credit
449800	498062	Interfund Trans Wstwtr Cap Rsv	Trans To Wastewater Enterprise	52084	Increase	Debit

Total	
Grand Total:	0

Request Info	
Type	Budget Amendment
Description	Timber Lane/Picket Rd Force Main
Justification	Board Meeting 02/19/2018-Transfer Capital and Replacement of \$52,084 to NE Regional Wastewater for award of engineering services with McGill Associates for Timber Land/Pickett Road Force Main Replacement Project.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
627250	398444	Northeast Regional Wastewater	Tran From Wstwater Cap Proj	52084	Increase	Credit
627250	459040	Northeast Regional Wastewater	Cap Outlay-COL Wastewater Proj	52084	Increase	Debit

Total	
Grand Total:	104168

