

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

**February 5, 2018
3:00 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 - Designation of Proxy to Serve as Alternate for Grand Strand MPO Transportation Advisory Committee (GSATS)

Request that the Board of Commissioners designate 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

Request that the Board of Commissioners approve 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

Request that the Board of Commissioner approve the draft minutes from the January 16, 2018 Regular Meeting.

4. Finance - Contract to Audit Accounts Martin Starnes & Associates, CPAs, P.A.

Request that the Board of Commissioners approve a one year contract for audit services with Martin Starnes & Associates, CPAs, P.A.

5. 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.

-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 closeout 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

Approve and authorize 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

Appropriate 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

Appropriate \$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

Close Avalon project and transfer \$10,510 remaining in performance bond funds to the general fund contingency.

- Rural Economic Development Grant Raw Water Main Repair - Budget Amendment

Appropriate 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
Request that the Board of Commissioner approve 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 authorize the County Manager to sign the contract after legal review.
7. Health and Human Services - Public Housing - Request to Set Public Hearing
Request that the Board of Commissioners 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
Request that the Board of Commissioners enter into a service agreement for HVAC repair and maintenance with HVAC Starplus, LLC.
9. Operation Services - Lawn Maintenance Agreement
Request that the Board of Commissioners approve 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
Request the Board of Commissioners approve demolition of the Navassa

11. ~~Concession Stand and Picnic Shelters~~
Sheriff's Office - Position Reclassification

Request that the Board of Commissioners approve 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.

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.

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.

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.

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

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

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.

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.

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

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.

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.

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 \$4,477,935.00 upon the County Attorney's review and approval of the contract, pay and performance bonds, certificate of Insurance, and E-Verify Affidavit.

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.

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.

X. Adjournment



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

From:
Andrea White

Action Item # V. - 1.

Administration - Designation of Proxy to Serve as Alternate for
Grand Strand MPO Transportation Advisory Committee
(GSATS)

Issue/Action Requested:

Request that the Board of Commissioners designate Marc Pages to serve as an additional alternate on the Grand Strand MPO Transportation Advisory Committee (GSATS).

Background/Purpose of Request:

On January 21, 2014, the Board of Commissioners authorized the designation of a proxy by each GSATS member to serve as an alternate.

At the December 4, 2017, the Board of Commissioners approved the appointment of Ms. Kirstie Dixon to replace Mr. Mike Hargett as an alternate on GSATS.

According to Mr. Mark Hoeweler, Assistant Executive Director, Waccamaw Regional Council of Governments, each Commissioner serving on GSATS should have an alternate. The additional designation of Mr. Pages will ensure representation and voting authority in the event that the Technical Advisory Committee members are unable to attend a meeting.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners designate Marc Pages to serve as an additional alternate on the Grand Strand MPO Transportation Advisory Committee (GSATS).

ATTACHMENTS:

Description

- ❑ 2014-01-21 Agenda Item - GSATS Alternate
- ❑ 2017-12-04 Board Seat Assignments



Brunswick County Board of Commissioners ACTION AGENDA ITEM 2014

Grand Strand Area Transportation Study (GSATS) Metropolitan Planning Organization (MPO) Alternates

From:

Mike Hargett

Action Item # V. - 15.

Date:

1/10/2014

Issue/Action Requested:

Request that the Board of Commissioners authorize the designation of a proxy to serve as an alternate in the event that Technical Advisory Committee and Policy Committee members of the GSATS MPO are unable to attend a meeting.

Background/Purpose of Request:

Chairman Norris and Commissioner Sykes represent Brunswick County on the Technical Advisory Committee of the GSATS MPO. Chairman Norris also serves as one of the three county representatives on the Policy Committee. It is proposed that these two members be authorized to designate a proxy, such as another County Commissioner or senior staff member, to serve as an alternate in their place at the meeting in the event they are unable to attend. Such persons serving as alternate shall have the authority to vote on matters before the TAC and the Policy Committee.

Fiscal Impact:

Not Applicable

Reviewed By County Attorney:

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners authorize the designation of a proxy to serve as an alternate in the event that Technical Advisory Committee and Policy Committee members of the GSATS MPO are unable to attend a meeting.

BRUNSWICK COUNTY BOARD OF COMMISSIONERS BOARD SEATS
2018

<u>Board Name</u>	<u>Commissioner</u>
Brunswick Business & Industry Development	Chairman Vice-Chairman
Brunswick-Columbus Industrial Park	Chairman
Cape Fear Council of Government	Randy Thompson
Cape Fear Rural Planning Organization Transp. Adv Committee	Frank Williams / Mike Forte* Randy Thompson (alternate)*
Fire Commission	Pat Sykes* / Mike Forte*
Grand Strand MPO Transportation Advisory Committee	Pat Sykes / Randy Thompson Kirstie Dixon (alternate)
Greater Wilmington Metro Transportation Advisory Committee	Frank Williams Mike Forte (alternate)
Human Services Advisory Committee	Pat Sykes
Juvenile Crime Prevention Council	Mike Forte
Local Emergency Protection Committee	Marty Cooke
Lower Cape Fear Water and Sewer Authority	Frank Williams
Trillium Regional Board	Pat Sykes
Southeastern Economic Development Commission	Marty Cooke

*Not expiring



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

Action Item # V. - 2.

From:

Andrea White

Board Appointment - Southport Planning Board ETJ Appointee

Issue/Action Requested:

Request that the Board of Commissioners approve the recommended appointment of Mr. Brett McKeithan as an extraterritorial jurisdiction (ETJ) alternate appointee to the Southport Planning Board for a 3-year term.

Background/Purpose of Request:

The City of Southport Board of Alderman voted unanimously to recommend that Mr. Brett McKeithan be appointed to serve on the Southport Planning Board as and ETJ alternate member. A letter from the City requesting this appointment, along with a copy of the Board of Alderman's minutes and Mr. McKeithan's application are included.

Fiscal Impact:

Not Applicable

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Recommended by the City of Southport

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the recommended appointment of Mr. Brett McKeithan as an extraterritorial jurisdiction (ETJ) alternate appointee to the Southport Planning Board for a 3-year term.

ATTACHMENTS:

Description

- ☐ Letter from the City of Southport
- ☐ Minutes
- ☐ Application - Brett McKeithan



City of Southport

RECEIVED

JAN 29 2018

BRUNS. CO. ADMIN.

January 23, 2018

Ms. Andrea White
Clerk to the Board of Commissioners
P O Box 249
Bolivia, NC 28422

Dear Andrea:

The Southport Board of Aldermen in a regular meeting January 11, 2018 recommended Brett McKeithan, 1006 Bussells Turn, as an extraterritorial jurisdiction appointee to the Southport Planning Board.

Will you please insure that this matter is placed before your Board and let me know of their decision.

Thank you.

Sincerely,

Michele Windham
City Clerk

/emw
enclosure

**BOARD OF ALDERMEN
COMMUNITY BUILDING
223 E. BAY STREET**

**REGULAR SESSION MINUTES
JANUARY 11, 2018
SOUTHPORT, N.C.**

PRESENT: Mayor J.V. Dove
Aldermen Karen Mosteller, Lora Sharkey, Jim Powell,
Todd Coring, Marc Spencer

ABSENT: Alderman Rick Pukenas

STAFF PRESENT: Bruce Oakley, City Manager
Michele Windham, City Clerk
Mike Isenberg, City Attorney
David Fox, Public Works Director
Gary Smith, Police Chief
Charles Drew, Fire Chief
Heather Hemphill, Parks & Recreation Director
Randy Jones, Tourism Director
B. Wayne Strickland, Building Inspector
Thomas Lloyd, Planner

A) Call to Order – 6:00 p.m.

Mayor Dove called the meeting to order at 6:00 p.m.

AGENDA

3. Appointment of Planning Board

Alderman Mosteller motioned, second by Alderman Sharkey to send a recommendation to the Brunswick County Commissioners for consideration of appointing Mr. Brett McKeithan to the Southport Planning Board as an Extraterritorial Jurisdiction (ETJ) Alternate member.

Unanimous vote; motion carried.

ADJOURN

Alderman Powell motioned, second by Alderman Coring to adjourn the meeting.
Unanimous vote; motion carried.

/s/ J.V. Dove, Mayor

Attest: /s/ Michele Windham, Clerk

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

The undersigned is interested in community service and provides this information for use by the Board of Aldermen in considering his/her qualifications for appointment to the following boards or committees. (See attached listing for boards and committees)

Planning
First Preference

Adjustments
Second Preference

Third Preference

Name Brett McKeithan Spouse Name Theresa McKeithan
(if married)

Home Address 1006 Bussells Turn Telephone Number 910 470 6280

Business Address 600 W. Brunswick St., Unit 2 Telephone Number 910 454 0807

E-mail Address brett-mckeithan1941@gmail.com

Resident of Southport Yes ☐ No ☒ How Many Years? _____

State and County of Legal Residence Brunswick, NC

Education B.S., ECU

Present Job/Employer Owner/Financial Advisor - Blackbridge Financial

Past Employment Management

Current Civic/Community Participation Rotary Evening Club

Reasons qualified for this appointment (optional) 20+ yrs. as business owner,
investor in local projects, Southport resident for 18 yrs.; etc resident
Do you anticipate any conflicts of interest if appointed? Yes ☐ No ☒ for 19 yrs.

[Signature]
Signature of Applicant

12-18-17
Date

-1-

RECEIVED

DEC 19 2017

CITY CLERK,
CITY MANAGER'S OFFICE



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

Action Item # V. - 3.

Clerk to the Board - Meeting Minutes

From:

Andrea White

Issue/Action Requested:

Request that the Board of Commissioner approve the draft minutes from the January 16, 2018 Regular Meeting.

Background/Purpose of Request:

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioner approve the draft minutes from the January 16, 2018 Regular Meeting.

ATTACHMENTS:

Description

- Draft Minutes - 2018-01-16 Regular Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
JANUARY 16, 2017
6:00 P.M.**

The Brunswick County Board of Commissioners met in Regular Session on the above date at 6:00 p.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.

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

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

Chairman Williams called the meeting to order at 6:00 p.m.

II. INVOCATION/PLEDGE OF ALLEGIANCE

Commissioner Cooke gave the Invocation and led the Pledge of Allegiance.

III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman Williams asked for any adjustments to the agenda.

Ann Hardy, County Manager, requested that the Board move Item VII-1 *Administration – Update on Status of Federal Rules on Off-shore Oil Exploration and Seismic Testing* to the first item under Presentation, Item VI-1, and the current Items VI-1 and VI-2 will become VI-2 and VI-3.

Chairman Williams asked for any other changes or adjustments to the agenda. Hearing none, he asked for a motion.

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

IV. PUBLIC COMMENTS

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

1. Mr. Paul Denny, resident of Leland, asked if any of the members were supporting offshore drilling, yet opposing solar wind farms.
2. Dr. Greg Weiss, resident of Sunset Beach, spoke in opposition to offshore drilling and shared a condensed version of the Brunswick Environmental Action Team's position statement on offshore drilling. Dr. Weiss stated that he is also a realtor and shared the possible impacts of offshore drilling on residential real estate.
3. Mr. Neil Gilbert, resident of Sunset Beach and President of the Brunswick Environmental Action Team, aka BEAT, spoke in opposition to offshore drilling. Mr. Gilbert shared information regarding BEAT and the mission of the organization, as well as his concerns regarding the possible impacts of offshore drilling on the environment and the marine ecosystems. He encouraged the Commissioners to stand with the towns and say "no" to offshore drilling.
4. Mr. Pete Key, resident of Oak Island, spoke in opposition to offshore drilling and asked that the Board recant the resolution in favor of offshore drilling and adopt a resolution in opposition.
5. Mr. Dan George, resident of Winnabow, local fisherman, board member of Brunswick Environmental Action Team, and board member of the Recreational Fisherman's Alliance of North Carolina, spoke in opposition to offshore drilling. Mr. George shared the possible impacts of offshore drilling on the fishing industry, recreational fishing, marine life and estuaries. He asked that the Board pass a resolution to deny this destruction of Brunswick County.
6. Ms. Sandy Ford, resident of Leland, spoke in opposition to offshore drilling. Ms. Ford shared the possible impacts of offshore drilling on the economy.
7. Mr. Dale Todd, resident of Leland, spoke in opposition to offshore drilling and urged the Board of Commissioners to say "no" to offshore drilling. Mr. Todd shared information relating to jobs created by the offshore drilling industry that do not contribute to our economy, and the risks of offshore drilling to our environment, property values, way of life, and the entire area. Mr. Todd also shared comments regarding the energy situation.
8. Mr. Dwight Willis, resident of Holden Beach, spoke in opposition to offshore drilling and requested that the Board of Commissioners pass a resolution in opposition of offshore drilling. Mr. Willis asked for protection of Brunswick County's tourism industry and beaches.
9. Dr. Kristen Colleran, resident of Ocean Isle Beach, spoke in opposition to offshore drilling and seismic testing. Dr. Colleran shared a collection of 200 signatures collected at several events, including "Hands Across the Sand", an international event held at Sunset Beach consisting of people standing up for the coast, coastal waters, the environment, against offshore drilling, and against seismic testing. She also shared the possible impacts of seismic testing on marine life. Dr. Colleran urged the Board of Commissioners to adopt a resolution in opposition to seismic testing,
10. Ms. Pam Sabalos, resident of Shallotte, spoke in opposition to offshore drilling and seismic testing. She listed several possible adverse effects of offshore drilling and seismic testing such as: reduced catch rates, loss of jobs in the commercial and recreational fishing industry and tourism, decline in marine life, habitat destruction, risk of oil spills, and the contribution of this technology to climate change and ocean acidification. Ms. Sabalos asked the Board of Commissioners to take a strong stand against seismic testing and offshore drilling.
11. Ms. Christy Jobe Carter, resident of Southport, spoke in opposition to offshore drilling and seismic testing. Ms. Carter requested that the Commissioners vote unanimously against seismic testing and offshore drilling.

Chairman Williams concluded the 30-minute Public Comment period of the meeting, and thanked everyone for following the Public Comment Policy rules.

V. APPROVAL OF CONSENT AGENDA

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

1. **Administration - Authorization to Allow the Brunswick Arts Council Use of Space**
Authorized the County Manager to enter into a nominal lease agreement with the Brunswick Arts Council for use of one office on the county campus.
2. **Administration - Resolution of Support for Naming a Section of I-140 for William M. Sue**
Approved a resolution asking the North Carolina Department of Transportation to name the I-140 bridge over the Cape Fear River in Brunswick County for William M. Sue, as well as appropriated the \$2,000 required by NCDOT to defray the cost of the signage.

RESOLUTION SUPPORTING THE NAMING OF THE CAPE FEAR RIVER BRIDGE ON I-140 IN BRUNSWICK COUNTY IN HONOR OF WILLIAM M. SUE

WHEREAS, William M. Sue was born and raised in Leland in northern Brunswick County and is a current resident of same; and

WHEREAS, William M. Sue served 18 years on the Brunswick County Board of Commissioners, serving as its Chairman for five of those years, and also served on the Brunswick County Board of Education for eight years prior to his terms on the Board of Commissioners; and

WHEREAS, during his very first term as a County Commissioner, William M. Sue made a presentation to the North Carolina Board of Transportation requesting that I-140 (then known as the Wilmington Bypass) be completed as soon as possible; and

WHEREAS, William M. Sue was an active member of the advisory committee of the Wilmington Metropolitan Planning Organization and continually advocated for construction of I-140 in northern Brunswick County; and

WHEREAS, William M. Sue was honored by becoming a Member of the Order of the Long Leaf Pine in 2011; and

WHEREAS, William M. Sue has been a tireless advocate for the needs of the people of Brunswick County, serving in numerous other public and civic organizations over the decades; and

WHEREAS, William M. Sue has been nominated for consideration by NCDOT to have a section of I-140 in Brunswick County named in his honor.

NOW, THEREFORE, the Brunswick County Board of Commissioners requests that the North Carolina Department of Transportation name the Cape Fear River Bridge on I-140 in Brunswick County in honor of William M. Sue.

This the 16th day of January 2018.

Frank Williams, Chairman
Brunswick County Commissioners

Attest:
Andrea White, NCCCC

Clerk to the Board

3. **Administration - Southeastern Community & Family Services Grant Application**
Received a Community Services Block Grant Application from Southeastern Community & Family Services, Inc.
4. **Administration - Special Meeting with Brunswick Community College Board of Trustees**
Called a Special Meeting and luncheon with the Brunswick Community College Board of Trustees to be held on February 5, 2018 at 12:00 p.m. at Brunswick Community College for the purpose of receiving updates on the Brunswick Guarantee and various other programs and initiatives.
5. **Board Appointment - Town of Shallotte ETJ Planning Board**
Approved the Town of Shallotte's recommended appointment of Mr. Robert Cox as an ETJ member to the Shallotte Planning Board for a term expiring January 2021.
6. **Clerk to the Board - Meeting Minutes**
Approved the draft minutes from the December 18, 2017 Regular meeting.
7. **County Attorney - Amendment to MOU for Funding Allied Health Facility Project**
Ratified the action taken at the December 18, 2017 Regular meeting to approve the amendments to the Memorandum of Understanding for funding of Brunswick Community College Allied Health Facility Project.
8. **County Attorney - Autumn Care Deed of Dedication**
Accepted the Deed of Dedication for water only infrastructure for Autumn Care.
9. **County Attorney - Bond Replacement Agreement Extension**
Approved the extension of the bond replacement agreement with the North Myrtle Liquidating Trust and Bond Safeguard Insurance Company regarding a portion of the Seawatch subdivision.
10. **County Attorney - Prequalification Standards for School Construction**
Approved the pre-qualification policy for the Construction Manager at Risk projects for Town Creek Elementary and Town Creek Middle Projects, and other pending school projects.
11. **County Attorney - Resolution to Adjust Interest for 2017 Delinquent Taxes Paid by January 8, 2018**
Approved a resolution which allows for the adjustment of interest for 2017 delinquent property taxes paid by January 8, 2018.

A RESOLUTION TO ALLOW FOR THE DEFERMENT OF INTEREST FOR DELINQUENT TAXES PAID IN PERSON BY JANUARY 8, 2018

WHEREAS, pursuant to N.C.G.S. § 105-360, property taxes for year 2017 were due and payable on September 1, 2017; and

WHEREAS, pursuant to the same, property taxes for year 2017 paid after January 5, 2018 are delinquent and subject to interest; and

WHEREAS, it is common practice for many tax payers to pay their taxes near or on January 5th of each year; and

WHEREAS, all Brunswick County offices were closed for inclement weather January 3rd, 4th, and 5th, with January 6th and 7th falling on a weekend; and

WHEREAS, taxpayers were unable to pay in person on those dates.

NOW, THEREFORE, BE IT RESOLVED by the Brunswick County Board of Commissioners that interest will not be charged for delinquent 2017 property taxes paid in person on January 8, 2018.

This the 16th day of January 2018.

Frank Williams, Chairman
Brunswick County Commissioners

Attest:
Andrea White, NCCCC
Clerk to the Board

12. **Finance - Fiscal Items**

Approved Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature presented on the consent agenda.

- **Wastewater Collection Budget Amendment**

Appropriated tap and connection revenue of \$420,000 for purchase of additional equipment for new service connections to the collections system.

- **West Regional Participants Budget Amendment**

Appropriated \$576,923 for payment to the West Regional participants for their capacity share of the Southport capacity lease payments in the current fiscal year. Southport lease payments will continue until Southport's 0.75 mgd capacity expansion in the West Regional System is complete.

- **Financial Reports for December 2017 (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/>.

13. **Health and Human Services - Brunswick Senior Resources Inc. Budget Revision #1 to HCCBG Funding**

Approved the Revision #1 budget document for the Fiscal Year 2017-2018 Home and Community Care Block Grant for Older Adults and reviewed the Title IIID Evidence Based Health Promotion funding application as information relating to the budget revision.

14. **Health and Human Services - BSRI - Council of Governments Grant Agreement**

Approved and executed the FY 2018 Cape Fear Council of Governments Grant Agreement for Senior Center General Purpose Funding ending June 30, 2018.

15. **Health and Human Services - WARM 2018 Urgent Repair Program Support Request**

Supported an application and 20% funding match up to a maximum of \$20,000 for the 2018 Urgent Repair Program to be submitted by the Wilmington Area Rebuilding Ministry, Inc. (WARM) for their housing rehabilitation activities in Brunswick County.

16. **Planning - Reorganization of Planning Department Positions**

Approved the FY 18 budget neutral reorganization of the existing Planning Manager Position into two FTE positions - Current Project Planner (Grade 66) and Planning Technician (Grade 63).

17. **Sheriff's Office - GPS Monitoring**

Approved a new GPS monitoring contract with Securus Technologies requiring no additional appropriation.

VI. **PRESENTATION**

1. **Administration - Update on Status of Federal Rules on Off-shore Oil Exploration and Seismic Testing (Steve Stone, Deputy County Manager)**

Request that the Board of Commissioners receive information about recent changes to the Federal position with regard to offshore oil exploration and seismic testing.

Steve Stone, Deputy County Manager, provided information regarding recent changes to the Federal position with regard to offshore oil exploration and seismic testing. Mr. Stone also provided the Board with several web resources for the information he presented, as well as several NC based web resources on the topic of the recent Federal policy changes and offshore oil exploration in general.

Chairman Williams opened the floor to receive comments from the Commissioners.

Following a brief comment, Vice-Chairman Thompson moved that the Board of Commissioners rescind the 2015 resolution that was adopted, give a period of time for study, and come back and revisit the issue.

Chairman Williams asked if there was any discussion.

Following discussion and comments, Chairman Williams called the question. The motion passed 3 to 2. (Ayes - Chairman Williams, Vice-Chairman Thompson, Commissioners Forte. Nays – Commissioner Cooke, Commissioner Sykes)

Chairman Williams called a five-minute recess at 6:59 p.m.

Chairman Williams called the meeting to order at 7:06 p.m.

2. **Health and Human Services - Trillium Health Resources Annual Report (David Tart, Trillium Southern Regional Director)**

Request that the Board of Commissioners receive the presentation of the annual report from Trillium Health Resources.

Mr. David Tart, Southern Regional Director for Trillium Health Resources, explained that Trillium Health Resources is a local governmental agency charged with ensuring that behavioral healthcare is provided to residents of twenty-five of the eastern most counties in North Carolina. Trillium manages a network of private providers who provide services to

people with mental health, substance use, and intellectual or other developmental disabilities issues. Mr. Tart presented the annual report.

3. **Planning - Southeastern NC Regional Hazard Mitigation Plan Status Report (Kirstie Dixon, Planning Director)**

Request that the Board of Commissioners receive a status report presentation on the Southeastern NC Regional Hazard Mitigation Plan.

Ms. Kirstie Dixon, Planning Director, explained that the Southeastern NC Regional Hazard Mitigation Plan is a five-year regional plan that incorporates twenty-nine towns and three counties, including Brunswick, New Hanover, and Pender counties, and many state and federal agencies. The Hazard Mitigation Plan was completed in 2002, 2004, 2011, and 2016. Ms. Dixon stated that since this was the first regional plan, a consultant, Holland and Associates, was hired to facilitate the plan. The plan was approved by the North Carolina Division of Public Safety. Ms. Dixon presented the status report and initiatives. She also announced that Code Enforcement will be hosting an upcoming event entitled “Uniting Contractors and Brunswick County” on February 6, 2018 at 5:00 p.m. to assist in sharing information. Ms. Dixon stated that the next Hazard Mitigation Plan is scheduled for 2021.

VII. ADMINISTRATIVE REPORT

1. **Administration - Surplus Property Offer Parcels 05700136, 156NF024, 172JA005, 156LB01801 (Steve Stone, Deputy County Manager)**

Request that the Board of Commissioners consider an offer of \$13,000.00 for parcels 05700136, 156NF024, 172JA005, and 156LB01801.

Mr. Stone explained that parcel 05700136 is .86 acres and is located at 6976 Pinecliff Dr., NE. It has a current tax value of \$16,700.00 and was acquired by the County in April 2015 for \$2,757.17. Parcel 156NF024 is .24 acres and is located on Jasmine Dr. in Boiling Spring Lakes. It has a tax value of \$4,000 and was acquired by the County in September 1986 for \$559.29. Parcel 172JA005 is 1.13 acres and is located on Bavarian Dr. in Boiling Spring Lakes. It has a tax value of \$14,000 and was acquired by the County in June 2015 for \$1,976.58. Parcel 156LB01801 is .56 acres and is located on W. Boiling Spring Lakes Rd. in Boiling Spring Lakes. It has a tax value of \$15,000 and was acquired by the County in June 2014 for \$6,957.12. The four parcels total 2.79 acres and have a combined tax value of \$39,700. The County paid a total of \$12,250.16 for the parcels.

Following discussion, Commissioner Forte moved to accept the proposal of \$13,000.00 for parcels 05700136, 156NF024, 172JA005, and 156LB01801. The vote of approval was unanimous.

2. **Utilities - Request for Approval of Engineering Firm for Evaluation of Water Treatment Options at the Northwest Water Treatment Plant and Associated Budget Amendment (John Nichols, Director of Public Utilities)**

Request that the Board of Commissioners approve the selection of CDM Smith, for the evaluation of water treatment options at the Northwest Water Treatment Plant (WTP), and authorize the Chairman and Clerk to the Board to approve the associated engineering contract upon review and approval by the County Attorney in the amount of \$599,600.

Mr. John Nichols, Director of Public Utilities, explained several of the decisions facing the Utilities staff regarding the water system, such as the raw water main project currently under

design, the 12 million gallons per day (mgd) water treatment plant expansion, and treatment methods. To assist in the evaluation of water treatment options, staff recommended the selection of CDM Smith. Mr. Nichols gave an overview of the selection process and the qualifications of CDM Smith.

Mr. Reed Barton, Engineer, and Mr. Bill Dowbiggin, Project Manager for CDM Smith, presented an introduction to the CDM Smith team, a project overview, the project schedule, and key highlights. The drivers for this project are the unregulated contaminants in the Cape Fear River, such as GenX and other per and polyfluoroalkyl substances (PFAS), 1,4 dioxane, pharmaceuticals, personal care products, chrome-6, etc., and the sources of the contaminants. The objectives are to determine what contaminants are present in the Cape Fear River, establish treatment goals for removal, evaluate treatment alternatives for effective removal, make recommendations for the most appropriate treatment technology, and prepare a plan, including cost and schedule for expansion of the Northwest Water Treatment Plant to 36 mgd.

Chairman Williams moved to approve the engineering contract as proposed.

Following several brief comments, Chairman Williams called the question. The vote of approval was unanimous.

VIII. OTHER BUSINESS/INFORMAL DISCUSSION

1. Administration - Update Regarding Plans for the Raw Water Pipe Line (Ann Hardy, County Manager)

Request that the Board receive an update regarding plans for the Raw Water Pipeline.

Mrs. Hardy explained that staff had been meeting with the staff of Pender County Public Utilities and Cape Fear Public Utility Authority (CFPUA) to discuss plans for the raw water pipeline. This pipeline would provide an additional supply of water for the treatment plant improvements discussed earlier in the meeting, as well as a redundant source. Mrs. Hardy provided information regarding the options being discussed by the group. Staff will continue to explore the size and cost allocations with Pender County and CFPUA.

Chairman Williams asked for any comments/questions for Mrs. Hardy, or any other items for discussion.

Mrs. Hardy reported on a meeting held earlier in the day with Representative Frank Iler, Representative Craig Horne, Chairman Williams, Vice-Chairman Thompson, and the Board of Education regarding class size issues. Superintendent Les Tubb, County Manager Ann Hardy, Associate Superintendent Jerry Oates, and Finance Officer Freyja Cahill were also in attendance. Mrs. Hardy explained that Representative Horne represents Union County, and also Chairs the House Education Appropriations and Policy Committees. Representative Horne has been appointed, along with three senators and Department of Public Instruction staff, to a joint legislative workgroup which hopes to have a recommendation or reasonable solution to the class size issue by the end of February or March. Superintendent Tubb stressed during the meeting that he felt the current situation was working, but flexibility was needed moving forward to the later components of the existing legislation.

Chairman Williams asked if there were any questions or other items to come before the Board.

DRAFT

Commissioner Sykes discussed the need for a decommissioning policy for solar farms, noting that she had distributed the ordinance presented at the November 20, 2017 meeting for further review by the Board. She requested that the Commissioners advise the County Manager of items of concern to aid her in bringing a revised policy to the Board for consideration.

Mrs. Hardy explained that it was her understanding that the Planning Board plans to bring this item back to the Board in February. Based on discussions with Ms. Dixon, there is a recommendation for decommissioning, however, it would not include the following: a requirement for a decommissioning plan except at the inception and if the property changed ownership; a requirement for a decommissioning plan every three years; acreage limitations; and bonding.

Chairman Williams requested the County Manager send a summary of the changes to the Board prior to the next meeting.

IX. ADJOURNMENT

Commissioner Sykes moved to adjourn. The vote of approval was unanimous.

Frank Williams, Chairman
Brunswick County Board of Commissioners

Attest:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

From:
Julie A. Miller

Action Item # V. - 4.

Finance - Contract to Audit Accounts Martin Starnes & Associates, CPAs, P.A.

Issue/Action Requested:

Request that the Board of Commissioners approve a one year contract for audit services with Martin Starnes & Associates, CPAs, P.A.

Background/Purpose of Request:

The County has contracted with Martin Starnes & Associates CPAs, P.A. to provide independent public accounting audit services for several years. The fee to contract for Fiscal Year 2018 audit services is a fixed cost of \$71,500 (a 10% increase over the prior year) to include five major programs. The charge per major programs over five is \$3,000. This increase in the fixed cost of 10% plus the additional charge per major programs over five is due to the changes being made by the Office of State Auditor on direct benefit payments reporting, major program determination, and eligibility testing. The county has been satisfied with the services provided by Martin Starnes & Associates CPAs, P.A.

Fiscal Impact:

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 a one year contract for audit services with Martin Starnes & Associates, CPAs, P.A.

ATTACHMENTS:

Description

- 20180205 Attach Brunswick County - 2018 Audit Contract.pdf
- 20180205 Attach Brunswick County - 2018 Single Audit Engagement Letter.pdf

CONTRACT TO AUDIT ACCOUNTS

Of Brunswick County, NC
Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

On this 30th day of January, 2018,

Auditor: Martin Starnes & Associates, CPAs, P.A. Auditor Mailing Address:

730 13th Avenue Dr. SE, Hickory, NC 28602 Hereinafter referred to as The Auditor

and Board of Commissioners (Governing Board(s)) of Brunswick County, NC
 (Primary Government)

and N/A: hereinafter referred to as the Governmental Unit(s), agree as follows:
 (Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by accounting principles generally accepted in the United States of America (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2017, and ending June 30, 2018. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with auditing standards generally accepted in the United States of America. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board). **County and Multi-County Health Departments:** The Office of State Auditor (OSA) will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on Eligibility Determination as required by OSA and in accordance with the instructions and timeline provided by OSA.
3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's Auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. If during the process of conducting the audit the Auditor determines that it will not be possible to render an unqualified opinion on the financial statements of the unit, the Auditor shall contact the SLGFD staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract. **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the SLGFD within four months of fiscal year end.
Audit report is due on October 31, 2018. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoices shall be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net>. Subject line should read "Invoice – [Unit Name]". The PDF invoice marked 'approved' with approval date shall be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Government shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (**Note: Fees listed on Fees page.**) This does not include fees for any Pre-Issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item #12).
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall submit to the SLGFD either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue

bond rate covenant. Additionally, the Auditor shall submit to the SLGFD simultaneously with the Governmental Unit's audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the fiscal year end.
12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit shall not be billed for the pre-issuance review. The pre-issuance review shall be performed **prior** to the completed audit being submitted to the SLGFD. The pre-issuance review report shall accompany the audit report upon submission to the SLGFD.
13. The Auditor shall electronically submit the report of audit to the SLGFD as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. **Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit report Reissuance form.** These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If the SLGFD determines that corrections need to be made to the Governmental Unit's financial statements, those corrections shall be provided within three days of notification unless another deadline is agreed to by the SLGFD.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the SLGFD.

The SLGFD's process for submitting contracts, audit reports and invoices is subject to change. Auditors shall use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
15. If an approved contract needs to be amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload the amended contract is <http://nctreasurer.slgfd.leapfile.net> No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit shall be attached to the contract, and by reference here becomes part of the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #23 of this contract. Engagement letters containing indemnification clauses shall not be accepted by the SLGFD.
17. Special provisions should be limited. Please list any special provisions in an attachment.
18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
19. The contract shall be executed, pre-audited, physically signed by all parties including Governmental Unit and the Auditor and then submitted in PDF format to the Secretary of the LGC. The current portal address to upload the contractual documents is <http://nctreasurer.slgfd.leapfile.net>. Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of November 2017. These instructions are subject to change. Please check the NC Treasurer's web site at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx> for the most recent instructions.
20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item #16 for clarification).
-
-

SIGNATURE PAGES FOLLOW FEES PAGE

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

FEES – PRIMARY GOVERNMENTAUDIT: \$ See fee section of engagement letterWRITING FINANCIAL STATEMENTS: \$ N/AALL OTHER NON-ATTEST SERVICES: \$ N/A

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ 48,750

** NA if there is to be no interim billing

FEES – DPCU (IF APPLICABLE)AUDIT: \$ N/AWRITING FINANCIAL STATEMENTS: \$ N/AALL OTHER NON-ATTEST SERVICES: \$ N/A

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ N/A

** NA if there is to be no interim billing

Contract to Audit Accounts (cont.)

Brunswick County, NC

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Martin Starnes & Associates, CPAs, P.A.

Name of Audit Firm

By Amber Y. McGhinnis, Senior Audit Manager

Authorized Audit firm representative name: Type or print



Signature of authorized audit firm representative

Date January 30, 2018

amcghinnis@martinstarnes.com

Email Address of Audit Firm

Governmental Unit Signatures:

Brunswick County, NC

Name of Primary Government

By Frank Williams, Chairman

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date

By N/A

Chair of Audit Committee - Type or print name

N/A

**

Signature of Audit Committee Chairperson

Date

N/A

**** If Governmental Unit has no audit committee, mark this section "N/A"**

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

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

By Julie A. Miller, CPA, Director of Fiscal Operations

Primary Government Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date

*(Pre-audit Certificate **must be dated.**)*

julie.miller@brunswickcountync.gov

Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a)

*****Please provide us the most current email addresses available as we use this information to update our contact database*****

Contract to Audit Accounts (cont.)

Brunswick County, NC

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

**** This page to only be completed by Discretely Presented Component Units If Applicable ****

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

DPCU Governmental Unit Signatures:

N/A

Name of Discretely Presented Component Unit

By N/A

DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Date N/A

By N/A

Chair of Audit Committee - Type or print name

N/A

**

Signature of Audit Committee Chairperson

Date N/A

*** If Governmental Unit has no audit committee, mark this section "N/A"*

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28

(a)

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

By N/A

DPCU Finance Officer:

Type or print name

N/A

DPCU Finance Officer Signature

Date N/A

*(Pre-audit Certificate **must be dated.**)*

N/A

Email Address of Finance Officer

Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)

N/A

*****Please provide us the most current email addresses available as we use this information to update our contact database*****

Steps to Completing the Audit Contract

1. Complete the header information – If a DPCU is subject to the audit requirements found in the Local Government Budget and Fiscal Control Act and a separate report is being issued for that DPCU, a separate audit contract for the DPCU is required. If a separate report is not being issued for the DPCU – it is being included in the Primary Government’s audit – the DPCU shall be named with the Primary Government on the audit contract for the Primary Government. The Board Chairperson of the DPCU shall sign the audit contract in addition to the elected leader of the Primary Government.
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – If the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 –Please note that the new fee section has been moved to page 5.
6. Item No. 16 – Has the engagement letter been attached to the contract that is being submitted to SLGFD?
 - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *“In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence.”*
 - b. Does the engagement letter contain an indemnification clause? **The audit contract shall not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the fees page; please note:
 - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year’s total audit fee. If the contract fee is partially variable, we shall compare the authorized interim payment on the contract to 75% of last year’s actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: https://www.nctreasurer.com/slg/lfm/audit_acct/Pages/default.aspx select “audit fees”

Please call or email Lorna Hodge at 919-814-4299 lorna.hodge@nctreasurer.com if you have any questions about the fees on this list.

 - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

- For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? (Note: See previous bullet point regarding variable fees.)
 - If there is to be no interim billing, please indicate N/A instead of leaving the line blank.
8. Signature Area – There are now 2 Signature Pages: one for the Primary Government and one for the DPCU. Please only send the page(s) that are applicable to your Unit of Government and do not include the instructions pages. Make sure all signatures have been obtained, and properly dated. **The contract shall be approved by Governing Boards pursuant to G.S. 159-34(a).** If this contract includes the audit for a DPCU that is a Public Authority that falls under the Local Government Budget and Fiscal Control Act, it shall be named in this contract and the Board Chairperson of the DPCU also shall sign the contract in the area indicated. If the DPCU is filing a separate audit, a separate audit contract is required for that DPCU.
9. Please place the date the Primary Government's Governing Board and the DPCU's Governing Board (if applicable) approved the audit contract in the space provided.
- a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
 - b. Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party?
 - c. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated on the fees page.
11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.
12. After all the signatures have been obtained and the contract is complete, please convert the contract and all other supporting documentation to PDF. **When submitting for approval combine and send the documents as one PDF file to include the Audit contract, any applicable addendums, the engagement letter and Peer Review Report.** Submit these documents using the most current submission process which can be obtained at the NC Treasurer's web site
<https://www.nctreasurer.com/slg/Audit%20Forms%20and%20Resources/Instructions%20for%20Contract%20Submission.pdf>
13. If an audit cannot be completed by the due date, the Auditor or Governmental Unit shall file an Amended Contract form (Amended LGC-205). This form shall be signed by the Governmental Unit representative and the Auditor. The explanation for the delay in completing the audit is part of this contract amendment form and shall be provided. The parties that signed the original audit contract shall sign the amended contract form as well. If the signing representatives are unable to sign the amended contract, please include an explanation for this in the submitted amended contract form.



Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

SYSTEM REVIEW REPORT

To the Partners of Martin Starnes & Associates, CPAs, P.A.
and the Peer Review Committee of the North Carolina Association
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 21, 2015

Raleigh

4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham

3511 Shannon Road
Suite 100
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro

10 Sanford Road
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"

January 30, 2018

Julie Miller, Director of Fiscal Operations
Brunswick County
45 Courthouse Drive NE
Bolivia, NC 28422

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Brunswick County, NC, as of June 30, 2018, and for the year then ended, and the related notes to the financial statements, which collectively comprise Brunswick County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and State award programs for the period ended June 30, 2018. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and State award programs.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Government Employees' Retirement System's schedules
- Register of Deeds' Supplemental Pension Fund schedules

Supplementary information other than RSI will accompany Brunswick County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory section
- Statistical section

We will make reference to the component unit auditor's audit of the Brunswick County Board of Alcoholic Control in our report on your financial statements.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and the direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Brunswick County's basic financial statements. Our report will be addressed to the governing body of Brunswick County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of Brunswick County's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and state award programs. Our procedures will consist of determining major federal and State programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For the design, implementation, and maintenance of internal control over federal and state awards;

7. For establishing and maintaining effective internal control over federal and state awards that provides reasonable assurance that the nonfederal and nonstate entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
8. For identifying and ensuring that the entity complies with federal and state statutes, regulations, and the terms and conditions of federal and state award programs and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
9. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
20. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above (including the Schedule of Expenditures of Federal and State Awards), you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Fees

Paula Hodges is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Fixed:

Audit	\$ 71,500
Financial Statement Drafting	-
Other Non-Attest Services	-
	<u>\$ 71,500</u>

Variable:

Charge per major program over five (5)	<u>\$ 3,000</u>
--	-----------------

Our invoices for these fees will be rendered in four installments as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Brunswick County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Assistance with Financial Statement Drafting

Your personnel is responsible for drafting the financial statements and related notes and the Schedule of Expenditures of Federal and State Awards. Upon completion of the drafted financial statements, we will review them and return them to you with suggested revisions. If significant assistance is needed to make those revisions, this will result in additional fees based on the amount of assistance required.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$75-\$300 per hour.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or State agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under

the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

We will perform the following nonattest services:

- Preparation of Data Collection Form

With respect to the nonattest services we perform as listed above, Brunswick County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth the understanding of Brunswick County.

Acknowledged and agreed on behalf of Brunswick County by:

Name: _____

Title: _____

Date: _____



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

Action Item # V. - 5.

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.

-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 closeout 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

Approve and authorize 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

Appropriate 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

Appropriate \$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

Close Avalon project and transfer \$10,510 remaining in performance bond funds to the general fund contingency.

- Rural Economic Development Grant Raw Water Main Repair - Budget Amendment
Appropriate 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.

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

- ▣ 20180205 Budget Amendment Airport Grant 46333.1.1
- ▣ 20180205 Budget Amendment Airport Grant 46333.2.1
- ▣ 20180205 Grant Agreement SUT 36244.58.9.1
- ▣ 20180205 Attach Airport Grant 36244.58.10.2 Letter
- ▣ 20180205 Budget Amendment Airport Grant 36244.58.10.2
- ▣ 20180205 CPO Airports
- ▣ 20180205 Budget Amendment Water Construction
- ▣ 20180205 Budget Amendment Sheriff's Office Revenue
- ▣ 20180205 Budget Amendment Avalon Closeout GF
- ▣ 20180205 Budget Amendment Avalon Closeout
- ▣ 20180205 CPO Avalon
- ▣ 20180205 Budget Amendment Rural Eco Dev Raw Water Main Repair Grant
- ▣ 20180205 Agenda Item 12.4.17 Rural Eco Dev Raw Water Main Repair Grant
- ▣ 20180205 Rural Eco Dev Grant Agreement Raw Water Main Repair

Request Info	
Type	Budget Amendment
Description	46333.1.1
Justification	Board Meeting 02/05/2018-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.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438157	332107	Airport Grants	State Rev-46333.1.1	62112	Increase	Credit
438157	449828	Airport Grants	46333.1.1 Approach Clearing	62112	Increase	Debit

Total	
Grand Total:	124224

Request Info	
Type	Budget Amendment
Description	46333.2.1
Justification	Board Meeting 02/05/2018-Close Airport Grant project 46333.2.1 and corresponding revenue and expenditures \$25,719.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438157	332108	Airport Grants	State Rev-46333.2.1	-25719	Decrease	Debit
438157	449829	Airport Grants	46333.2.1 Apprch Clearing Land	-25719	Decrease	Credit

Total	
Grand Total:	-51438

GRANT AGREEMENT

STATE AID TO AIRPORTS
BETWEEN
THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA
AND
BRUNSWICK COUNTY

AIRPORT: CAPE FEAR REGIONAL
JETPORT / HOWIE
FRANKLIN FIELD

PROJECT NO: 36244.58.9.1

This Agreement made and entered into this the _____ day of _____, 20____, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and BRUNSWICK COUNTY, the public agency owning the CAPE FEAR REGIONAL JETPORT / HOWIE FRANKLIN FIELD (hereinafter referred to as "Sponsor").

WITNESSETH

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department, subject to limitations and conditions stated therein, to provide State Aid in the forms of loans and grants to cities, counties, and public airport authorities of North Carolina for the purpose of planning, acquiring, and improving municipal, county, and other publicly-owned or publicly controlled airport facilities, and to authorize related programs of aviation safety, education, promotion and long-range planning; and

WHEREAS, the Sponsor has made a formal application dated DECEMBER 21, 2017 to the Department for State Financial Aid for the CAPE FEAR REGIONAL JETPORT / HOWIE FRANKLIN FIELD; and

WHEREAS, a grant in the amount of \$800,000 not to exceed 90 percent of the non-federal share of the final, eligible project costs has been approved subject to the conditions and limitations herein; and

WHEREAS, the Grant of State Airport Aid funds will be used for the following approved Project (if a federal aid project, this scope shall also include any modifications thereto by the Federal Aviation Administration):

REIMBURSEMENT FOR RUNWAY EXTENSION LAND

NOW THEREFORE, the Sponsor and Department do mutually hereby agree as follows:

1) That the Sponsor shall promptly undertake the Project and complete all work on the Project prior to the **1st** day of **JULY 2021**, unless a written extension of time is granted by the Department.

2) Work performed under this Agreement shall conform to the approved project description. Any amendments to, or modification of, the scope and terms of this Agreement shall be in the form of a Modified Agreement mutually executed by the Sponsor and the Department, except that an extension of time may be granted by the Department by written notice to the Sponsor.

3) Debarment and Suspension: The Grantee agrees to comply, and assures the compliance by each of its third party contractors and sub recipients at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

4) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Grant.

5) For a material breach of this Agreement or the Sponsor's Assurances, the Sponsor shall be liable to the Department for the return of all grant monies received.

6) The Sponsor agrees to adhere to the standards and procedures contained in the State Aid to Airports Program Guidance Handbook, unless the Department issues a written waiver.

7) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement.

8) N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this grant agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN ABOVE:

NCDOT SEAL

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: _____

Deputy Secretary for Multi-Modal Transportation

ATTEST: _____

SPONSOR:

SPONSOR SEAL

Signed: _____

Title: _____

Attest: _____

STATE OF NORTH CAROLINA, COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he is _____ of the _____
(Title) (Sponsor)

(hereinafter referred to as "Sponsor" and by authority duly given and as an act of said Sponsor, the foregoing instrument was signed by him, attested by _____ of the Sponsor,
(Name and Title)

And the Seal of the Sponsor affixed hereto.

WITNESS my hand and Notarial Seal, this the _____ day of _____
20____.

Notary Public (Signature)

My Commission expires: _____

SEAL

RESOLUTION

A motion was made by _____ and seconded by

(Name and Title)

_____ for the adoption of the following resolution, and

(Name and Title)

upon being put to a vote was duly accepted:

WHEREAS, a Grant in the amount of \$800,000 has been approved by the Department based on total estimated cost of \$888,888; and

WHEREAS, an amount equal to or greater than 10 percent (10%) of the total estimated project cost has been appropriated by the Sponsor for this Project.

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE _____

(Title)

of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

I, _____ of the

(Name and Title)

_____ do hereby certify that the above

(Sponsor)

is a true and correct copy of an excerpt from the minutes of the

_____ of a meeting

(Sponsor)

duly and regularly held on the _____ day of _____, 20_____.

This, the _____ day of _____, 20_____.

SPONSOR SEAL

Signed: _____

Title: _____

Of The: _____

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased or otherwise transferred from the control of the Sponsor without written concurrence of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall, restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Grant Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. The Airport shall comply with all requirements of the State Aid to Airports Program Guidance Handbook.

B-2. It is the policy of this State, to encourage and promote participation by disadvantaged minority owned and women owned businesses (MBE and WBE) in contracts let by the Department pursuant to GS 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction, and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure minority MBEs and WBEs have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The sponsor assures and certifies with respect to this grant that they will pursue these requirements as stipulated by the Department in the advertising, award and administration of all contracts, and require the same for all contractors, sub recipient or subcontractors.

MBE\WBE program is governed by G.S. 136-28.4 and administered in accordance with Title 19A Chapter 02 Subchapter D Section .1101 - .1112 of North Carolina Administrative Code (19A NCAC 02D.1101).

B-3. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Department prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" form (AV-CONCUR/AV-503) for undertaking the project. All plans (and alternate) shall be supported by engineer's report. A list of deliverable(s) from the Sponsor to the Department is as follows:

Planning Projects

1. Interim Planning Submittals – All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copy: PDF format. Paper copy, if requested: bond copy – true half-size.
2. Final Submittal - All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond– true half-size for plan sheets / sketches
 - a. All reports, projections – PDF Format. Any element of the documents shall be delivered in its original electronic format (i.e. MSWord, Excel, AutoCAD...) if requested by the Department
 - b. Sketches and drawings – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond – true half-size for plan sheets / sketches.

Construction Projects

1. Interim Design Submittals (i.e. 30%, 60%, 90%....) – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate and Engineers Report – electronic copy: PDF format. Paper copy, if requested: bond true half-size for plan sheets.
2. 100% Design and Issue for Bid Submittals – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate, Engineer's Report, and Bid Tab – Any element of the documents shall be delivered in electronic format (i.e. MS Excel and PDF format) and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
3. As-built / Record Drawings
 - a. Contract Documents (Plan and Detail Sheets, Technical Specifications) – electronic copies: PDF format and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
 - b. Technical Specifications – electronic copies: MS Word File and PDF format
 - c. Final Engineers Report – electronic copies: PDF format unless otherwise requested.

B-4. Bids will be taken in accordance with N. C. General Statute 143-129. Following bid opening or final contract negotiations, the Sponsor shall submit the "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) request along with the bid tabulations to the Department for review. The Department will take action on the request including the approval or disapproval of the Sponsor's Employment of specific contractors within ten (10) days of receipt. Approval will be communicated via a Contract Goal Requirements Letter sent directly to the Sponsor.

B-5. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-6. The Sponsor shall not commence construction or award construction contracts on the project until a written "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) is co-signed by the Sponsor's Representative and the Department or alternate written approval is provided by the Department.

B-7. The Sponsor shall submit quarterly status reports (AV-STATUS/AV-502) to the Department, unless otherwise instructed, and will immediately notify the Department of any significant problems which are encountered in the completion of the project.

B-8. The Sponsor shall notify the Department of any significant meetings or inspections involving the Sponsor, his contractor(s), consultant(s), and/or federal funding agencies concerning Project.

B-9. The Sponsor shall notify the Department within thirty (30) days of completion of all work performed under this agreement for the purpose of final acceptance inspection and completion of audit requirements by the Department.

B-10. The Sponsor has full responsibility for assuring the completed Project meets the requirements of the Department and appropriate federal funding agencies. The Sponsor further certifies that all local, state, and federal requirements for the conduct of this Project shall be met.

B-11. It is the policy of the Department not to award contracts to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no State funds will be provided for any work performed by the contractor(s), or sub-contractor(s) which had been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of Sponsor to insure that only properly qualified contractors are given construction contracts for work.

B-12. The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

NCDOT Title VI Assurance (1050.2A, Appendices A & E)

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

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the

exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- ii. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

NCDOT Title VI Nondiscrimination Program (23 CFR 200.5(p))

The North Carolina Department of Transportation (NCDOT) has assured the US DOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, income-level, sex, age, or disability, (or religion, where applicable) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

- i. During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. (*USDOJ Title VI Legal Manual, VI(F)*)
- ii. Subrecipients (e.g. cities, counties, LGAs, MPO/RPOs) may be required to prepare and submit a Title VI Program to NCDOT, which may include Title VI Nondiscrimination Assurances and/or agreements. Subrecipients must also ensure that their contractors and subrecipients comply with Title VI. (23 CFR 200.9(b)(7)) Contractors and subrecipients comply with Title VI. (23 CFR 200.9(b)(7))
- iii. If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable Project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all Project costs incurred under this Grant. All records and documentation in support of the Project costs must be identifiable as relating to the Project and must be acceptable costs only. Acceptable costs are defined as those costs which are acceptable under "Federal Acquisition Regulations 1-31.6, 48 CFR (OMC Circular A-87)". Acceptable items of work are those referenced in the State Aid to Airports Program Guidance Handbook and North Carolina General Statutes. The Sponsor's accounting procedures which were established for work as set out in this Agreement must be reviewed and accepted by the Department prior to the final execution of this Agreement and payment of State funds, except for Sponsor reporting under OMB Circular A-133.

C-2. The Sponsor and his contractor(s) and/or consultant(s) shall permit free access to its accounts and records by official representatives of the State of North Carolina. Furthermore, the Sponsor and contractor(s) and/or consultant(s) shall maintain all pertinent records and documentation for a period of not less than five (5) years from the date of final payment.

C-3. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/wh/eop/omb), the Airport shall arrange for an independent financial and compliance audit of its fiscal operations. The Airport shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Airports fiscal year ends.

The Airport shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Airport shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this agreement, for inspection and audit by the Department's Fiscal Section

C-4. Payment of the funds obligated under this Grant Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from NCDOT to the Sponsor are made on a reimbursement basis. The Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's reimbursement.

B. Payments will be made on the basis of progress payments which may be requested by the Sponsor as costs are incurred, but not more frequently than monthly. Progress payments will be made provided the following requirements have been met.:

(1) The Grant Agreement has been executed and a Project Concurrence (AV-CONCUR/AV-503) issued.

- (2) The Project has received an appropriate environmental finding.
- (3) The Sponsor has submitted a Proposed Project Budget (AV-BUDGET/AV-504) accurately reflecting costs to date. The initial and revised AV-BUDGET/AV-504 shall be approved by the Department. With each AV-BUDGET/AV-504, the Sponsor shall provide the following documentation:
 - a) Scope of Services for the project, Consultant Fee - Man-hours Breakdown by task with hourly rates, Breakdown of Sub-consultant and / or Vendor Cost, Schedule of Deliverables, Estimated Construction Cost, Plan Sheet List
 - b) Actual Bidding Cost (once a project is bid) – Bid Tabulation / Bid Schedule, Recommendation for Award.
- (4) Additional information shall be provided as requested.
- (5) The Sponsor has submitted an executed Interim Payment Request (AV-PAY/AV-505) accurately reflecting costs incurred to date.
- (6) The Sponsor has complied with all applicable conditions of the State Aid to Airports Program Guidance Handbook

C. The submission of progress payments is expected to parallel the value of work actually completed and costs incurred. At such point the Sponsor has requested payments equaling 100% of the State Grant, it is expected that the approved Project will be 100% complete.

D. Upon receipt of 100% of the State Grant, the Sponsor will promptly complete Project acceptance and submit the Project Completion and Final Payment Request (AV-FINAL/AV-506).

C-5. If after the acceptance of the Project by the Department, the final State share of approved eligible items is less than the amount of State funds actually disbursed for the Project, the Sponsor shall reimburse the Department in an amount equal to the difference between the amount of State funds actually disbursed and the final State share of the final, audited, approved eligible Project costs within thirty (30) days of notification by the Department of the amount due.

C-6. If after the acceptance of the Project by the Department, the final State share of approved eligible Project costs shall be more than the amount of State funds obligated for the Project, the Sponsor may make application to the Department for a corresponding increase which will be considered for funding in accordance with their relative priority versus other applications for available State funds.

C-7. Under certain conditions, projects originally involving only state and local funds may subsequently be eligible for reimbursement from federal funding agencies. In such cases, the Sponsor shall notify the Department of its intent to apply for federal reimbursement and shall keep the Department informed of the status of such application. In the event federal funds are obtained for all or a portion of the Project, the Sponsor shall refund to the Department an amount equal to the difference between State funds originally disbursed for the work item(s) subsequently receiving federal funds and the final State share of the costs of the affected item(s) of work. Reimbursement will be made within ninety (90) days of the date of the final execution of the FAA Grant Agreement affecting the work elements in the approved Project.

C-8. For the purpose of calculating the State share of the Project, federal funds are defined as funds provided by an agency of the federal government for the specific purpose of undertaking the Project, including Block Grant funds administered by the Department.

SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION

D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.

D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.

D-3. The acquisition cost of each parcel, building, or other real property acquired with State financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.

D-4. For each parcel or building with an estimated cost of \$100,000 or less, fair market value shall be established by a single original appraisal and a review appraisal. For complex acquisitions, fair market value shall be established by two original appraisals and one review appraisal.

D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.

D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.

D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.

D-8. Negotiated values above the fair market value shall not be eligible for State funds unless, prior to the final agreement for acquisition, the Sponsor has received the concurrence of the Department for paying such negotiated values in lieu of the appraised fair market value.

D-9. Sponsors who adhere to the federal "Uniform Guidelines for the Acquisition of Property" shall be deemed to have conformed to the Department's guidelines, except that Paragraph 8 above shall also be applicable under such acquisitions.

D-10. In the event the Project is a low value, non-complex acquisition, the Department, at its option, may accept the original appraisal without the review appraisal. In such cases, all other provisions of this Section shall apply.

D-11. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

SECTION E: Sponsor's Acknowledgement of Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32

E-1 Sponsor acknowledges and agrees that it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Revised 4/21/2017

COUNTY OF BRUNSWICK

Fiscal Operations Department

David R. Sandifer County Administration Building
30 Government Center Drive NE
Post Office Box 249
Bolivia, North Carolina 28422
Telephone (910) 253-2070 Fax (910) 253-2068

Julie A. Miller, CPA
Director of Fiscal Operations

Aaron C. Smith, CPA
Deputy Finance Officer

Rachel Stephens
Contract Grants Management
NCDOT Division of Aviation
1560 Mail Service Center
Raleigh, NC 27699-1560

January 31, 2018

RE: Cape Fear Regional Jetport – 36244.58.10.2 New West Terminal Building (Construction)

Dear Ms. Stephens,

In March of 2017, the Design Phase grant was issued for the above project under 36244.58.8.3. The bidding for this project took place last October. The construction bid was awarded to Paragon Building Corporation of Wilmington, NC in the amount of \$2,512,202.03.

On August 28, 2017 we were notified of a state grant award under WBS 36244.58.10.2 in the amount of \$2,000,000 which contained no local match requirement.

Separately, a state grant award under 36244.58.8.1 for \$3,500,000 was awarded in November of 2015. The \$3.5m award contained a 10% local match requirement.

We now seek to bring under grant the construction-only costs using a combination of the above two funding sources under grant number 36244.58.10.2.

- We request use of the entire \$2,000,000 released under 36244.58.10.2.
- We also request use of \$460,982 of the remaining \$3.5m from 36244.58.8.1.
- We certify a 10% cash local match in the amount of \$51,221 specific to 36244.58.8.1 funds.
- The total grant budget will be \$2,512,203.

We have made use of the AV-101 Checklist for RFA preparation and, the required documentation has been uploaded into Partner Connect. Please feel free to contact either myself or Anni Parra @ Talbert & Bright, Inc at 910-763-5350.

Thank you for your continued assistance and service to North Carolina Aviation.

Sincerely,

Julie Miller
Brunswick County Director, Fiscal Operations



www.brunswickcountync.gov

Request Info	
Type	Budget Amendment
Description	36244.58.10.2
Justification	Board Meeting 02/05/2018-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.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438157	332113	Airport Grants	State Rev-36244.58.10.2	2460982	Increase	Credit
438157	332109	Airport Grants	State Rev-36244.58.8.3 Term WS	-460982	Decrease	Debit
438157	449830	Airport Grants	36244.58.8.3 Terminal Wat/Sew	-512203	Decrease	Credit
438157	449833	Airport Grants	36244.58.10.2	2512203	Increase	Debit

Total	
Grand Total:	4000000

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

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

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

Airport Grant Project Fund:

Revenues:

36237.45.13.2	3,031,885
36237.45.14.1	449,252
36237.45.15.2	938,613
36237.45.16.1	150,000
36244.58.4.1	62,000
36237.45.10.2	513,265
36237.45.10.3	409,235
36237.45.10.1	150,000
36244.58.5.1	2,853,811
36237.45.11.1	288,401
36244.58.6.1	2,814,516
36237.45.10.4	172,359
36237.45.13.1	229,592
36244.58.7.1	85,000
36237.45.15.1	201,656
46333.1.1	117,112
46333.2.1	251,281
36244.58.8.3	1,762,836
36244.58.10.1	1,276,182
36244.58.10.2	2,460,982
36244.58.9.1	800,000
Transfer from General Fund	914,564
Total Airport Grant Capital Project Fund Revenues	\$ 19,932,542

Expenditures:

36237.45.13.2	3,031,885
36237.45.14.1	449,252
36237.45.15.2	938,613
36237.45.16.1	150,000
36244.58.4.1	62,000
36237.45.10.2	528,873
36237.45.10.3	409,235
36237.45.10.1	150,000
36244.58.5.1	2,853,811
36237.45.11.1	288,401
36244.58.6.1	2,814,516
36237.45.10.4	172,359
36237.45.13.1	229,592
36244.58.7.1	85,000
36237.45.15.1	209,467
46333.1.1	117,112
46333.2.1	251,281
36244.58.8.3	1,930,516
36244.58.10.1	1,345,248
36244.58.10.2	2,512,203
36244.58.9.1	888,888
Miscellaneous Expense	102,418
Land	411,872
Total Airport Grant Capital Project Fund Expenditures	19,932,542

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

Current Funds Appropriated	\$	914,564
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Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$	914,564
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the February 5, 2018 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	Water Construction
Justification	Board Meeting 02/05/2018-Appropriate tap and connection revenue of \$108,100 for purchase of additional equipment for new services connections to the water system.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
617180	371305	Water - Construction Division	Taps and Connections	108100	Increase	Credit
617180	459601	Water - Construction Division	Tap on Supplies	108100	Increase	Debit

Total	
Grand Total:	216200

Request Info	
Type	Budget Amendment
Description	Sheriff's Office Revenue
Justification	Board Meeting 02/05/2018-Appropriate \$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.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	383913	Sheriff's Office	Insurance Refund	5960	Increase	Credit
104310	454000	Sheriff's Office	Cap Outlay-Vehicle on Road	5960	Increase	Debit
104310	383900	Sheriff's Office	Miscellaneous Revenues	3424	Increase	Credit
104310	435710	Sheriff's Office	Firing Range Operations	3424	Increase	Debit

Total	
Grand Total:	18768

Request Info	
Type	Budget Amendment
Description	Close Avalon Project GF
Justification	Board Meeting 02/05/2018-Close Avalon project and transfer \$10,510 to the general fund contingency.
Originator	Tiffany Rogers

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr	
109800	398443	Interfund Trans General Fund	Trans Frm County Cap Proj Fd	10510	Increase	Credit	
109910	499100	Contingency	Contingency	10510	Increase	Debit	

Total	
Grand Total:	21020

Request Info	
Type	Budget Amendment
Description	Close Avalon Project
Justification	Board Meeting 02/05/2018-Close Avalon project and transfer \$10,510 to the general fund contingency.
Originator	Tiffany Rogers

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr	
438193	464002	Avalon	Construction	-10510	Decrease	Credit	
438193	498010	Avalon	Trans To General Fund	10510	Increase	Debit	

Total	
Grand Total:	0

**COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE**

**Avalon
(438193)**

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:

Performance Bonds	<u>3,922,845</u>
Total County Capital Project Revenues	\$ 3,922,845

Expenditures:

Professional Services Legal	140,199
Arch/Eng/Legal	81,476
Construction	3,590,660
Land	100,000
Transfer to General Fund	<u>10,510</u>
Total County Capital Project Expenditures	\$ 3,922,845

Section 2. This Capital Project Ordinance shall be entered into the minutes of the February 5, 2018 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	Raw Water Main Repair Grant
Justification	Board Meeting 2/5/2018 - Appropriate state funds restricted in the amount of \$216,000 from the 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 12/4/2017 board meeting.
Originator	Christina Kennedy

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
617150	332000	LCFWSA - Reimbursable	State Revenues - Restricted	216000	Increase	Credit
617150	435217	LCFWSA - Reimbursable	R and M - Transmission Mains	216000	Increase	Debit

Total	
Grand Total:	432000



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 4, 2017

Action Item # VIII. - 6.

Utilities - Rural Economic Development Grant Agreement

From:

John Nichols, P.E.

Issue/Action Requested:

Request that the Board of Commissioners approve the Rural Economic Development Grant Agreement with the Department of Commerce for reimbursement of \$216,000 costs associated with the Raw Water Main Repair.

Background/Purpose of Request:

In early 2017, Brunswick County staff applied for and received a grant award in the amount of \$1,217,343 for repair costs associated with the raw water main break that occurred in October 2016. However, the majority of the costs of the raw water main break were reimbursed by the Federal Emergency Management Agency (FEMA) and the full amount of the Department of Commerce Grant was therefore not able to be utilized. However, \$216,000 of the raw water main repair costs were not eligible for reimbursement by FEMA but the Department of Commerce funds could be used to cover this amount. The attached agreement with the Department of Commerce reflects this.

Staff recommends approving the agreement with the Department of Commerce to receive grant funds in the amount of \$216,000 to cover costs associated with the raw water main repair.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Advisory Board Recommendation:

Not applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the Rural Economic Development Grant Agreement with the Department of Commerce for reimbursement of \$216,000 costs associated with the Raw Water Main Repair.

ATTACHMENTS:

Description

- ☐ Utilities - Rural Economic Development Grant Agreement - Attach 1
- ☐ Utilities - 11/14/2017 Letter from Nichole Gross to Ann Hardy - Attach 2
- ☐ Utilities - 8/4/2017 Letter from John Nichols to Melody Adams - Attach 3

The North Carolina Department of Commerce ("Commerce"), an agency of the State of North Carolina ("State"), enters into this Critical Needs Infrastructure Grant Agreement ("Grant Agreement") with **Brunswick County** (the "Grantee"), each being referred to individually as a "Party" and, collectively with Commerce, the "Parties".

WHEREAS, the North Carolina General Assembly ("General Assembly") has determined that it is the policy of the State to assist with disaster recovery; and

WHEREAS, North Carolina Session Law 2016-124, the Disaster Recovery Act of 2016, allocated funds to construct new infrastructure for residential structures outside the 100-year floodplain or repair or replace existing infrastructure. For the purposes of this Grant Agreement, infrastructure shall include water, sewer, sidewalks, storm drainage and other similar projects that provide assistance or relief for Hurricane Matthew, the wester wildfires, or Tropical Storms Julia and Hermine;

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed. As a condition of the Grant Agreement, the highest elected official (or non-profit officer) of the Grantee shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one original to Commerce.
2. Changes in the Project or Other Conditions.
 - (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or other infrastructure improvement, and any filing of bankruptcy by the Grantee. Prior to implementing a proposed Project Change, the Grantee shall submit the proposed Project Change in writing to Commerce for review. The failure of the Grantee to do so will subject it to the penalties and remedies set forth in Paragraph 13(b) of this Grant Agreement, unless Commerce (in its sole discretion) expressly waives this requirement of pre-implementation review in writing. In any event, there shall be no Project Changes unless expressly approved of by Commerce in its sole discretion in a separate, written agreement stating, if applicable, the costs and schedule for completing the Project Change.
 - (b). Additionally, the Grantee shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement or the Project. In its sole discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **4/3/2017** ("Effective Date") and shall terminate on **4/3/2020** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by Commerce.
4. Funding and Administrative Expenses.
 - (a). Commerce grants to the Grantee an amount not to exceed **\$216,000.00** for expenditures directly relating to the Project. If Commerce determines that the actual costs of the

Project are less than the Grant amount, Commerce, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to Commerce and return any surplus Grant funds it has received to Commerce.

- (b). The Grantee hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project solely as set forth in Exhibit A and consistent with all applicable laws, rules, regulations and requirements (including, without limitation, all language in the Disaster Recovery Act of 2016 regarding this funding), and that the Grantee shall not make or approve of any improper expenditure of Grant funds.

5. Independent Status of the Grantee.

The Grantee is an entity independent from Commerce. The Grant Agreement, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Grantee or any third party. Nor shall the Grant Agreement or the Project be construed to make the Grantee (including its employees, agents, members or officials) or any third party employees, agents, members or officials of Commerce. Neither the Grantee nor any third party shall have the ability to bind Commerce to any agreement for payment of goods or services or represent to any person that they have such ability.

6. Method of Payment. Commerce shall pay the Grant funds to the Grantee in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Grantee certifying that the conditions for such payment under this Grant Agreement have been met and that the Grantee is entitled to receive the amount so requested and any other documentation that may be required by Commerce.

7. Obligation of Funds. The Grantee shall not obligate Grant funds subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days after the Termination Date.

8. Project Records.

- (a). The Grantee shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Grantee shall retain all financial records, supporting documents and all other pertinent records related to the Grant Agreement and the Project in accordance with basic State records retention policy standards for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

- (a). The Grantee agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Grantee shall regularly monitor all performance under Grant-supported activities to ensure that time schedules are being met and other performance goals are being achieved.
- (b). The Grantee shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Grantee toward achieving the purpose(s) of the Project. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Grantee acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual independent audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Grantee and are subject to change from time to time.
- (d). Within thirty (30) days after the Termination Date, the Grantee shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Grantee should describe the Project, how it was implemented, to what degree its established objectives were met and the difficulties encountered, what was changed and the cost.
- (e). The Grantee grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement or the Project. In addition, the Grantee agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

- (a). If the Grantee fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, the Grantee agrees that Commerce has the right to terminate this Grant Agreement by giving the Grantee written notice specifying the Termination Date of either agreement, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Grantee shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

- (b). The obligations of Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant become unavailable, the Grantee agrees that Commerce has the right to terminate this Grant Agreement by giving written notice specifying the Termination Date of either agreement, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Grantee shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
11. Liabilities and Loss. The Grantee hereby agrees to release, indemnify and hold harmless the State (including, without limitation, Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties arising out of any act or omission of the Grantee or any third party in connection with the performance of this Grant Agreement or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Grantee hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Grantee or of any third party, or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.
12. Grantee Representations and Warranties. The Grantee hereby represents and warrants that:
- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Grantee action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Grantee is a party or by which it is bound.
- (b). There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Grantee, threatened against or affecting it that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement, the validity or enforceability of this Grant Agreement, or the abilities of the Grantee to discharge its obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Grantee shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
- (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Grantee or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Grantee shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution

of this Grant Agreement.

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement or the Project (including the performance thereof), the Grantee agrees that Commerce may require repayment from the Grantee of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Grantee has already received under this Grant Agreement.

14. No Waiver by the State. Failure of the State (including, without limitation, Commerce) at any time to require performance of any term or provision of this Grant Agreement shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

15. Special Provisions and Conditions.

- (a). Non-discrimination. The Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
- (b). Compliance with Laws. The Grantee shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement or the Project.
- (c). Non-Assignability. The Grantee shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Grantee from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

16. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to Commerce:

Attn: **Melody Adams**
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Grantee:

Attn: **Ms. Ann B. Hardy**
Brunswick County
PO Box 249
Bolivia, NC 28422-0249

Any other address or notice addressed to the attention of such other individual as Commerce or the Grantee shall have specified in a notice delivered pursuant to this subsection.

17. Entire Agreement. This Grant Agreement supersedes all prior agreements between Commerce and the Grantee with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Grantee.
18. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
19. Construction, Jurisdiction and Venue. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina. The Grantee agrees and submits, solely for matters concerning this Grant Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purposes, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this Grant Agreement, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.
20. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Rural Economic Development Grant Agreement
State Appropriated Disaster Recovery-Infrastructure

2017-125-3214-2593

21. Acceptance. If the Grantee agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1. This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

Brunswick County

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature: Kenny Flowers _____ [SEAL]

Printed Name: Kenny Flowers

Title: Assistant Secretary for Rural Economic Development

Date: 11/13/17

**EXHIBIT A
SCOPE OF SERVICES**

Summary: The project will assist with the cost of repair of an existing water main feed damaged by Hurricane Matthew. Work has been completed and funding is contingent upon the pending FEMA funding decision and final determination of unmet need.

**EXHIBIT B
PAYMENT SCHEDULE**

The Department of Commerce will issue grant payments up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Copies of eligible project invoices that support the request amount, and
3. Satisfaction of all reporting requirements at the time of request.

Eligible expenditures may not be incurred subsequent to the termination date of the grant. Payments are subject to the availability of funds.

**EXHIBIT C
REPORTING SCHEDULE**

Progress reports are due on January 15th and July 15th for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

All forms, including reporting and request for payment, can be found on the Commerce website at <http://www.nccommerce.com/rd/rural-grants-programs/forms> . Email completed forms and reports to rgpreports@nccommerce.com .



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

From:
Julie A. Miller

Action Item # V. - 6.

Finance - Contract Change for Financial Advisory for School GO
Bond Issue

Issue/Action Requested:

Request that the Board of Commissioner approve 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 authorize the County Manager to sign the contract after legal review.

Background/Purpose of Request:

On September 18, 2017, the Board of Commissioners approved an agreement with Stephens, Inc. to provide financial advisory services for the upcoming phase 1 general obligation bond issue of \$52,950,000. The county has been working with Jared White with Stephens, Inc. and on February 1, 2018, Mr. White joined the financial advisory firm George K. Baum & Company.

Stephens, Inc. has agreed to terminate the financial advisory agreement with no further consideration, compensation or obligation due. George K. Baum & Company has agreed to provide the same financial services for upcoming phase 1 general obligation bond issue at the same lump sum fee of \$25,000 plus out of state travel expenses.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Fee will be paid from bond proceeds.

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioner approve 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 authorize the County Manager to sign the contract after legal review.

ATTACHMENTS:

Description

- ❑ 20180205 Attach Brunswick Co. Termination Agreement.pdf
- ❑ 20180205 Attach Fiduciary Engagement Agmt for MA Services - Issuer - Transaction Specific (2018-1-30) BRUNSWICK COUNTY 2.2.2018.pdf

**AMENDMENT AND TERMINATION OF AGREEMENT
BETWEEN STEPHENS INC. and BRUNSWICK COUNTY**

This Amendment and Termination Agreement (the "*Amendment*") is entered into this the 24th day of January 2018, and hereby amends the Municipal Advisor Agreement (the "*Agreement*") executed by and between Stephens Inc. and Brunswick County on September 18, 2017. The Parties hereto agree and intend to be legally bound as follows:

1. By this Amendment, the Parties mutually terminate and cancel the Agreement effective January 24, 2018.
2. The Parties acknowledge by this Amendment that any consideration provided and received by each other is fair, just, and reasonable and that no further consideration, compensation or obligation will be due, payable or owing with regard to the Agreement as of the execution date of this Amendment.
3. By this Amendment, the Parties release each other from any and all claims, causes of action, demands, and liabilities of whatever nature that either party had in the past, has now or may have in the future arising from or related to the Agreement.
4. This Amendment is governed by the laws of the State of North Carolina, and the parties submit to the jurisdiction of the courts of the State of North Carolina for any action related thereto.
5. This Amendment may be executed in counterparts. Facsimile or electronic signatures are binding and are considered to be original signatures.
6. The parties waive any other notice or provisions related to the amendment and termination of the Agreement.
7. The undersigned represent that each has the authority to enter this Amendment and bind the party for which each signs.

BRUNSWICK COUNTY

BY: Ann B. Hardy
Ann B. Hardy, County Manager

Date: 1/24/18

STEPHENS, INC.

BY: [Signature]
WILLIAM W. BRY SRP
(print name and title)

Date: 2/01/18

**FIDUCIARY ENGAGEMENT AGREEMENT
FOR
MUNICIPAL ADVISORY SERVICES**

This Fiduciary Engagement Agreement for Municipal Advisory Services (“Agreement”) is made this 5th day of February, 2018, by and between Brunswick County, North Carolina (“Issuer”), and George K. Baum & Company, located at 112 S Tryon Street, Suite 1755, Charlotte, North Carolina 28284 (“GKB”).

PURPOSE: The Issuer has identified a specific capital project for the purpose of Phase 1 construction, improvement and renovation of school facilities (the “Project”) which may result in the issuance of bonds, notes, refunding bonds and the use of other financial instruments (the “Transaction”). The Issuer deems it in its best interest to engage and retain GKB, an independent registered municipal advisor firm, to provide certain municipal advisory services to the Issuer for or related to the Transaction, including but not limited to the preparation of supporting data, bond market information, assistance in obtaining bond ratings, and assistance in investor negotiations.

CONSIDERATION: Consideration for this Agreement includes the services, compensation, and mutual exchange of promises of the parties specified herein.

SPECIFIC PROVISIONS: The provisions of the above “Purpose” section are material and binding terms of this Agreement.

1. **GKB’s Obligations, Scope of Services and Limitations on Scope of Services.** GKB shall provide the Issuer with the following municipal advisory services for or related to the Transaction, including the analysis of the cost and benefits relative to financing the Project (collectively, the “Scope of Services”), subject to the limitations set forth herein:
 - A. Will work with the Issuer, and others as directed by the Issuer, concerning the legal and financial issues associated with the Transaction.
 - B. Will attend all meetings and be available to the Issuer, and its other agents, for consultation and conference at times and places mutually agreed upon.
 - C. Will assist the Issuer in the preparation, coordination and distribution of printed matter for or related to the Transaction, including circulars, press releases, special mailings, etc., in order to acquaint the Issuer’s population with the benefits and financial considerations of the Transaction.
 - D. Will prepare financial information and schedules necessary to acquaint the Issuer with the benefits of the various forms of debt financing for the Transaction.
 - E. Will assist in the preparation of a credit presentation for bond rating agencies and bond insurance companies, if any.
 - F. Will assist in the collection of information and the preparation of the documents necessary to accomplish the Transaction including any related contracts, agreements or other documents related to offering securities either for purchase or sale, all of which shall be appropriately executed and satisfactory to the Issuer.

- G. Will assist in the gathering of financial, statistical or factual information relating to (i) the Issuer, and (ii) GKB and its role as Issuer's municipal advisor, to be included in the Issuer's preliminary or final official statement or other documents for the Transaction.
- H. If the Transaction involves the issuance of municipal securities to be sold on a competitive bid basis and Issuer has not engaged disclosure counsel to prepare the preliminary and final official statement, GKB will assist the Issuer with its preparation of the preliminary and final official statement and the bid package, obtain CUSIP numbers or provide an electronic version of the official statement to the winning underwriter.
- I. If the Transaction involves the issuance of municipal securities to be sold on a negotiated basis, GKB will assist the Issuer and its bond counsel in their preparation and/or review of the preliminary and final official statement.
- J. Will advise Issuer with regard to any continuing disclosure undertaking required to be entered into in connection with the Transaction, including advising on the selection of a dissemination agent, if any.
- K. For a competitive bid sale, GKB will assist Issuer in collecting and analyzing bids submitted by underwriters and in connection with Issuer's selection of a winning bidder.
- L. For a negotiated sale, GKB will assist Issuer in the selection of underwriter(s).
- M. Will arrange for closing and delivery of any bonds.
- N. Will serve as Issuer's designated independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to all or a portion of the Transaction. If Issuer has designated in writing that GKB is its IRMA (an "IRMA Letter"), for purposes of making the IRMA exemption available to third parties with respect to the Transaction or any of the activities described above in the Scope of Services, the Scope of Services as they relate to any such IRMA designation shall be limited to GKB's activities as described in the IRMA Letter. GKB is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from any other person or entity wishing to rely on the IRMA exemption from the definition of a municipal advisor. Any reference in the Issuer's IRMA Letter to GKB, its personnel and its role as the Issuer's IRMA is subject to GKB's prior approval, which approval shall not be unreasonably withheld. Issuer agrees not to represent, publicly or to any specific person or entity, that GKB is Issuer's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or the Transaction, outside or in addition those specified in the Issuer's IRMA Letter, without GKB's prior written consent.
- O. Will provide such other usual and customary financial advisory services for or related to the Transaction as may be requested by Issuer.
- P. Municipal Securities Rulemaking Board ("MSRB") Rule G-42 requires that GKB, when acting as Issuer's municipal advisor, make a reasonable inquiry as to the facts that are relevant to Issuer's determination whether to proceed with a course of action, or that form the basis for any advice (recommendations) provided by GKB to Issuer regarding any municipal financial product or the issuance of municipal securities. Rule G-42 also requires that GKB undertake a reasonable investigation to determine that it is not basing any such advice (recommendation) on materially inaccurate or incomplete information. GKB is also required under Rule G-42 to use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on Issuer's

behalf.

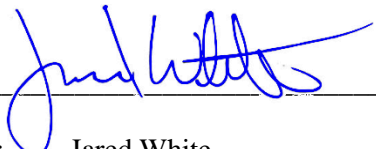
- Q. MSRB Rule G-42 requires that GKB provide Issuer with disclosures of (i) material conflicts of interest, and (ii) of information regarding certain legal events and disciplinary history. Those disclosures are provided in GKB's Municipal Advisory Disclosure Statement delivered to Issuer prior to or together with this Agreement.
 - R. It is expressly understood and agreed that, under this Agreement, GKB is acting as a municipal advisor and fiduciary to the Issuer for or related to the Transaction. GKB retains the right to be engaged by the Issuer on other transactions in a capacity other than as a municipal advisor or fiduciary.
 - S. It is expressly understood and agreed that the Scope of Services is limited solely to the services described in this Agreement.
 - T. Unless otherwise provided in the Scope of Services described above, GKB is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about GKB, in its role as Issuer's municipal advisor, provided by GKB for inclusion in such documents.
 - U. It is expressly understood and agreed that the Scope of Services does not include tax, legal, accounting or engineering advice with respect to the Transaction or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.
 - V. The Scope of Services may be changed only by written amendment or supplement to this Agreement. The parties agree to promptly amend or supplement the Scope of Services described above to reflect any material changes or additions to the Scope of Services.
2. **Issuer's Obligations.** The Issuer's obligations shall include the following, subject to the limitations set forth herein:
- A. Retain GKB as its municipal advisor for and related to the Transaction.
 - B. Cooperate with GKB in the proper development of the Transaction and provide all pertinent information needed to allow GKB to (i) fulfill its duties under Rule G-42, (ii) provide the Issuer with informed advice, and (iii) support the desired Transactions on behalf of the Issuer.
 - C. To the extent Issuer seeks to have GKB provide advice with regard to any recommendation made to Issuer by a third party, including but not limited to any underwriter for the Transaction, Issuer agrees that it will provide GKB with written direction to do so, as well as any information Issuer has received from such third party relating to its recommendation.
 - D. Issuer agrees to observe and comply with the limitations on GKB's Scope of Services described above.
 - E. Will retain a nationally recognized firm of bond attorneys and utilize the services of the Issuer's attorney.

- F. Will pay for all costs of legal advice, printed matter, advertising, bond ratings, bond insurance premium, required audits and other professional services.
 - G. Reimburse GKB for all expenses incurred by GKB that are related to travel expenses to meet with rating agencies, if any.
 - F. Pay GKB an advisory fee of \$25,000, at the time of the completion of the Transaction.
3. **Term.** The term of this Agreement shall commence on February 5, 2018, and shall expire on the completion of the Transaction, except as terminated earlier pursuant to the provisions below.
 4. **Termination.** Either party shall have the right to terminate this Agreement in full for any reason by providing written notice to the other party at least ten (10) days prior to the stated termination date. In the event of any violation or default of the terms of this Agreement by GKB, the Issuer shall provide written notice to GKB of any such violation or default, and GKB shall have thirty (30) days to cure such default. If GKB is not able to cure the default to the Issuer's satisfaction by the end of such cure period, the Issuer thereafter shall have the right to immediately terminate this Agreement. At the termination of this Agreement, in any such manner, the Issuer shall reimburse GKB such reasonable costs and expenses incurred to the date of such termination, which payment shall be in full satisfaction of all claims against the Issuer under this Agreement.
 5. **Additional Transactions.** During the Term of this Agreement, if the Issuer decides to consider or pursue other or additional financing, either for the Project or for other separate projects the Issuer identifies from time-to-time ("Additional Transactions"), the Issuer may engage GKB to act as its investment banker to provide municipal advisory services for any of those Additional Transactions. In that event, the parties will execute separate written engagement agreements for each of any such Additional Transactions. Until such a separate additional agreement is in place, the parties understand and agree that GKB will not provide any advice or recommendations to the Issuer regarding any such Additional Transactions.
 6. **Authority.** Each of the undersigned representatives of the respective parties represents and warrants that he or she has full legal authority to execute this Agreement on behalf of that respective party. In addition, the Issuer further represents and warrants that unless the Issuer provides written notice to GKB to the contrary, any officer of the Issuer has the authority (i) to act on behalf of the Issuer, (ii) to request or direct on behalf of the Issuer that GKB take or refrain from taking certain actions within the Scope of Services under this Agreement, and (iii) to sign any documents on behalf of the Issuer.
 7. **Execution.** This Agreement may be executed in multiple counterparts and together such counterparts will be deemed an original.

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

AGREED TO AND ACCEPTED:

GEORGE K. BAUM & COMPANY

By:  _____

Printed Name: Jared White

Title: Vice President

BRUNSWICK COUNTY, NORTH CAROLINA

By: _____

Printed Name: _____

Title: _____



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

From:
David Stanley

Action Item # V. - 7.

Health and Human Services - Public Housing - Request to Set
Public Hearing

Issue/Action Requested:

Request that the Board of Commissioners set a public hearing on April 16, 2018 to hear any comments or suggestions on the Public Housing Agency goals, objectives and policies.

Background/Purpose of Request:

The Department of Housing and Urban Development (HUD) requires each Public Housing Agency (PHA) to annually hold a public hearing regarding any changes to the goals, objectives and policies of the agency and invite the public to comment regarding such changes. HUD considers the annual public hearing essential to PHAs in determining whether changes to goals, objectives and policies are needed. Staff recommends that the Board of Commissioners set a public hearing to receive any feedback on the Public Housing goals, objectives and policies.

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 set a public hearing on April 16, 2018 to hear any comments or suggestions on the Public Housing Agency goals, objectives and policies.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

Action Item # V. - 8.

Operation Services - HVAC Repair and Maintenance Agreement

From:

Stephanie Lewis, Operation Services
Director

Issue/Action Requested:

Request that the Board of Commissioners enter into a service agreement for HVAC repair and maintenance with HVAC Starplus, LLC.

Background/Purpose of Request:

Four proposals were received to provide heating, ventilation and air conditioning (HVAC) routine maintenance, emergency services and repairs for HVAC systems installed on county property (excluding Brunswick County Courthouse). HVAC Starplus, LLC is the low bidder on routine maintenance and some of the items in the repair category. After an in depth analysis based on invoices from FY17 to compare labor and material costs HVAC Starplus, LLC was the low bidder when combining preventative maintenance and repair costs. All proposals are summarized in the attached bid tabulation. Routine scheduled maintenance is quoted at \$33,000 per year and is budgeted in 104280-444000. Funds for emergency services and repairs are budgeted in 104280-435200.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the current budget.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners enter into a service agreement for HVAC repair and maintenance with HVAC Starplus, LLC.

ATTACHMENTS:

Description

- ☐ HVAC Service Agreement
- ☐ HVAC Bid Tabulation

HVAC Repair and Maintenance Agreement

Whereas, Brunswick County, herein after known as "the County", wishes to enter into a maintenance agreement with HVAC Starplus, LLC, herein after known as "Contractor".

Whereas, the Contractor will provide routine maintenance for HVAC systems installed on County property (excluding Brunswick County Courthouse). A list of these systems is attached to this agreement as "Attachment A". The Contractor agrees that these systems listed in "Attachment A" will be replaced at times and a similar system will be included in this agreement. The routine maintenance will consist of quarterly filter changes, cleaning of condenser coils and greasing bearings. Routine maintenance will also consist of belt changes as needed and verifying positive pressure and that temperature and humidity are at acceptable levels. The Contractor will also provide emergency services and repair for these HVAC systems that a representative of the Brunswick County Building Maintenance Department has authorized Contractor to perform. Documentation of services must be provided with invoicing.

Article I

The Contractor shall perform all service calls in a timely manner and as efficiently as possible based on the terms and conditions shown on proposals attached to this Agreement as "Attachment B". Contractor is required to be on site within two hours from receipt of call for emergency services and repairs. The Contractor shall provide the County with an estimated time frame for delivery of parts in order for the County to check other vendors for a more rapid delivery time.

Article II

Except, as hereinafter set forth, the term of this agreement is for 1 year from the date set here forth, with two options to renew for one year, each said renewal option to be exercised automatically unless notice of termination is given by either party thirty days (30) prior to the end of the term.

Article III

The contractor will provide invoices to the County within thirty days (30) of completion of the service.

Article IV

The contractor agrees to carry minimum insurance coverage as detailed in "Attachment C" included with this agreement.

Article V

The parties recognize and agree this agreement constitutes the entire agreement, and any amendments hereto shall be made only in writing and executed by both parties.

Article VI

Correspondence relating to this agreement shall be forwarded to the respective parties by U. S. Certified Mail, Return Receipt Requested at the addresses indicated below.

Brunswick County
Operation Services
PO Box 249
Bolivia, NC 28422

HVAC Starplus, LLC
2105 Capital Drive, #600
Wilmington, NC 28405

Article VII

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

Article VIII

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.

Article IX

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.

Article X

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

Article XI

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.

The effective date of this agreement shall be February 5, 2018. The above conditions comprise the entire duties and obligations of this agreement and are understood and agreed by the Company and Contractor as witnessed and authorized below.

Brunswick County (Signature)

Date

Printed Name of Authorized Representative

Title of Authorized Representative

HVAC Starplus, LLC (Signature)

Date

Printed Name of Authorized Representative

Title of Authorized Representative

BRUNSWICK COUNTY GOVERNMENT CENTER A/C UNITS

as of December 2017

BUILDINGS	MODEL	SERIAL
David R. Sandifer Administration Bldg	WSCO48A4AREA2BD10000000000	75013493L
	WSCO48A4AREA2BD10000000000	750103481L
	WSCO48A4AREA2BD10000000000	750103499L
	WSCO48A4AREA2BD10000000000	750103487L
	2TEC3F24B1000AA	75036522V
	2TEC3F60B1000AA	7341L482V
	TWE120A300EL	7502PP8BD
	SEHFF604NA10C8AD7F0	C07K10610
	2TWB3024A1000AA	73721404F
	2TWA0060A4000AB	7461YYL1F
	PFH014APL3	0746W158014
	PUY-A24NHA	PUY-78U91101D
	TWA120A400FB	2N39AD
Building A	TED330A4AY4A6DF5A000FOHOO	C08K09993
	TED330A4AY4A6DF5A000FOHOO	C08KD994
	TLD210C4OCEA	845100220D
Building B	40RUQA08A2A6A0A0A0	3512U39533
	40RUQA08A2A6A0A0A0	3612U41177
	40RUQA12A2A6A0A0A0	0213U00931
	40RUQA12A2A6A0A0A0	4612U50932
	40RUQA12A2A6A0A0A0	0213U00939
	SEHFF554LE67C7BD9L0100WEOG00000RT008000	C09A11746
	FB4CNF048T00ABAA	0513A86140
	38AUQA08A0A6A0A0A0	3812C92894
	38AUQA08A0A6A0A0A0	2712C90368
	38AUQA12A0A6A0A0A0	4812C94184
	38AUQA12A0A6A0A0A0	4412C93552
	38AUQA12A0A6A0A0A0	4412C93545
	25HBC348A600	4312E12994
Building C	TWA090A300AA	F42193205
	TWA042A300A3	F30214826
	TWA048A300A3	F29200152
	TWA120A300AA	F02193754
	CHC048HCB	E044443191
	EBP4800A	A033972368
	HMC018KD1	510KADT00314
	HMC018KD1	510KAVH00015
	TWE606A300AB	F42178871
	TWE120A300AB	F43169610
	TWE090A300AB	F42178936
	TWE060A300AB	F43169505

BRUNSWICK COUNTY GOVERNMENT CENTER A/C UNITS

as of December 2017

BUILDINGS	MODEL	SERIAL
Building D	TCD300B40AHB	906100311D
	YCD241C4LNCB	902100275D
	YSC902AYRMA2Z008	852100888L
	YFD181C4LRCB	902100320D
	YHD180F4RLA03D1B	144210121D
	CAC048LAA	L010148342
	RN-015-3-0-EA09-15A	201509-ANEL12837
	CAC048LAA	L0039-24825
Building E	PURY-P96TJMU-A	OZW00676
	PURY-P96TJMU-A	OZW00630
	PURY-P120TKMU-A	45W01666
	PLFY-P12NCMU-E	OZM02436
	FB4CNP060	1814A87241
	PLFY-P12NCMU-E	OYM01892
	PEFY-B30NMAU-E	OZW00452
	PEFY-P24NMAU-E	Z0W00850
	PEFY-P48NMAU-E	OYW00525
	PEFY-P48NMAU-E	OYW00530
	PEFY-P24NMAU-E	OZW00851
	PEFY-AF1200CFMR	45W00385
	PLFY-P18NBMU-E	OZA01445A
	PEFY-P36NMAU-E	OYW00517
	FC4BN8070	1997A13656
	24ABB360A520	1714E15685
	38CKB048500	2497E15783
	2 Cassette Units, 7 VRV Boxes	
Building F	PURY-P144YJMU-A	19W00375
	PURY-P120YJMU-A	02W01024
	PEFY-P18NMAU-E	17W01815
	PEFY-P08NMAU-E	17W01880
	PEFY-P24NMAU-E	18W01622
	PEFY-P18NMAU-E	17W01738
	PEFY-P18NMAU-E	17W01739
	PLFY-P12NCMU-E	17M01286
	PEFY-P08NMAU-E	17W01863
	PEFY-P18NMAU-E	17W01768
	PEFY-P12NMAU-E	19W02561
	PEFY-P18NMAU-E	17W01754
	PLFY-P18NBMU-E	02A01729B
	PEFY-P08NMAU-E	17W01868
	PLFY-P12NCMU-E	17M01277
	PEFY-P30NMAU-E	18W00890
	PEFY-P12NMAN-E	19W02498
	PEFY-AF1200CFMR-E	59W00168
	PURY-P120TKMU-A	43W02174
	5 Cassettes and 14 VRV Boxes	

BRUNSWICK COUNTY GOVERNMENT CENTER A/C UNITS

as of December 2017

BUILDINGS	MODEL	SERIAL
Building G	PURY-P120YJMU-A	01W01005
	PURY-P120YJMU-A	01W01000
	ARUB072DTE4	502KCHE11D73
	ARUB121DTE4	502KCBDOYK33
	PEFY-P30NMAU-E	18W00889
	PEFY-P18NMAU-E	17W01830
	PEFY-P12NMAU-E	1902565
	PEFY-P18NMAU-E	17W01765
	PEFY-P12NMAU-E	19W02437
	PEFY-P18NMAU-E	17W01814
	PEFY-P18NMAU-E	17W01766
	PEFY-P36NMAU-E	19W01184
	5 Cassettes and 12 VRV Boxes	
Building H	PURY-P96TJMU-A	17W01310
	PURY-P96TJMU-A	17W01262
	1 Cassette and 7 VRV Boxes	
Building I	PURY-P96YJMU-A	02W00464
	PURY-P96YJMU-A	02W00468
	PURY-P120YJMU-A	14W01085
	PURY-P120YJMU-A	14W01087
	PURY-P144YJMU-A	07W00099
	PEFY-P24NMAU-E	15W01228
	PEFY-P08NMAU-E	02W01193
	PEFY-P24NMAU-E	15W01227
	PEFY-P30NMAU-E	15W00708
	PEFY-P36NMAU-E	16W00951
	PEFY-P18NMAU-E	0YW00962
	PEFY-P12NMAU-E	02W01849
	PEFY-P18NMAU-E	0YW00975
	PLFY-P36NBMU-E	14A02026C
	PEFY-P18NMAU-E	0YW00976
	PEFY-P18NMAU-E	0YW00945
	PEFY-P12NMAU-E	02W01852
	PEFY-P18NMAU-E	0YW00961
	PEFY-P18NMAU-E	0YW00963
	PEFY-P24NMAU-E	15W01211
	PEFY-P36NM9U-E	16W00950
	PEFY-P12NMAU-E	02W01853
	(AHU) VPR-210-13C-30E-C-OCX	12497068
	3 Cassettes and 27 VRV Boxes	
Building L	Q7RD-036K	Q7F130602761
	PHF060K000B	L011787281
	4WCC4036A1000AB	171911889L
	3 Ton Trane (No Model or Serial #)	

BRUNSWICK COUNTY GOVERNMENT CENTER A/C UNITS

as of December 2017

BUILDINGS	MODEL	SERIAL
Building M	N2H360ALA100	E061408138
	CHC060LAA	L023937113
	CHC060LAA	L023562959
	SHC18DE0000AA0A	1-99-B-5741-9
	213REA060-A	2006E28156
	HP29-036-1G	5899D03054
	CB29M-65-1P	5899K57126
	CB29M-41-1P	5800A06433
	CB29M-65-1P	5800B03919
	CB29M-65-1P	5800B03916
	WHP18D020AA0006	1-99-F-6679-27
	CB29M-65-1P	5800B03920
	AM168HXVAJR	B4B6P3GG500003J
	AM144FXVAJR	B0P7P3GGC00006W
Building N	TWA180B400BD	M482YHAAH
	TWE036C140A1	M384WW31V
	TWE180B400CA	M411H46H
	TWA036C400A2	M465PUNCF
	2A6C0060A4000AB	6111YT82F
	TWA060C400A2	M471ML9FF
	TWA060C400A2	M462MNFFF
	TWE0660D150A1	M4023CJ1V
Law Enforcement Center	48TFD005-A-611HQ	2504G10173
	48TME012-A601HQ	2504G50592
	48TMD006-A-601HQ	2504G10104
	48TMD014-A-601HQ	1704G50576
	48TMD009-601HQ	2404G30605
	48TME008-A-601HQ	2504G11477
Detention Center Phase 1	48TFD005-A-611HQ	2504G10174
	48TFE004-A-611HQ	2504G30192
	48TMD009-601HQ	2504G30510
	48TME012-A-601HQ	2504G50590
	48TMD006-A-601HQ	2504G10105
	4HTFE004-A-611HQ	2204G40455
	48TFE004-A-611HQ	2504G20104
	48TME012-A-601HQ	2504G50591
	48TME012-A-601HQ	2504G50593
	48TFE004-A-611HQ	2504G30194
	48TME007-601HQ	2604G30228
	RTU25NORTH- YSC092F4RHAIV0000000000000000D0000000000	163313021L
	RTU15SOUTH-RGS120LDCAOAAAA	P142267902

BRUNSWICK COUNTY GOVERNMENT CENTER A/C UNITS

as of December 2017

BUILDINGS	MODEL	SERIAL
Detention Center Phase 2	YSC120A4RHA2RF00000010007D	706103178L
	YSC120AR4HA2RF00000010007D	706102944L
	YSC120A4RHA2RF00000010007D	706102788L
	YSC120A4RHA2RF00000010007D	706102866L
	YSC036A4RMA2HF100000010007A	706102886L
	YSC120A4RHA2RF00000010007D	706103100L
	YSC120A4RHA2RF00000010007D	706103022L
	YSC036A4RMA2HF100000010007A	706103120L
	YSC036A4RMA2HF100000010007A	706102806L
	YSC036A4RMA2HF100000010007A	706102964L
	YSC092A4RHA2FF00000010007C	706102782L
	YSC092A4RLA2FF00000010007C	706103018L
	YSC092A4RHA2FF00000010007C	706102862L
	YSC092A4RLA2FF100000010007C	706102940L
	YSC036A4RMA2HF100000010007A	706103042L
New Call Center	4WC26060B3000AA	150612180L
	4WC26060B3000AA	150612179L
	4WC26048B3000AA	14511HUR9H
	TWC26060B3000AA	144811760L
Drug Unit	RHA36B2A	OO11204310
Service Center	4TTA306OD3000CA	16131WHY5F
	38CKC060520	2699E20572
	58MXA120-20	2199A00669
	FYFP030H06T2AA	A0G6698476
	AUH1B100A9601AA	155033J62G
	HC3B024F1A	WOM5410829
	4A7C3060D3000DA	17122SHW5F
Old Shop	4AH404801000AA	15184PY34F
	TEM4A0C48541SAA	15234Y992V
	50QQ030320	298601731L
Warehouse	TWA120D30RBA	16452XA84A
Cabinet Shop	ET4BD-036K	ETF120800056
	B6BMM036K-B	B6D120906371
Carpenter Shop	48TCEA07A2A5A0A0A0	5114C82865
PBX Room	WA181-A05	139P991421818-02
	WA181-A05	139P991421817-02
	WA181-A05	139J031829544-02

BRUNSWICK COUNTY OFF-SITE A/C UNITS <i>as of December 2017</i>		
BUILDINGS	Model	Serial
Animal Services	TWE060A100CA	R284YJH5H
	TWA060D300A1	R285RPJIF
	TTA120A300FA	7294YKAAD
	TTA120G300AA	15293WN3YA
	TWE120A300EL	7292W0MBD
	TWE120D300AB	14391MYGBA
	JT4BD-048C	JTF121200213
	B6BMM048K-C	B6D130711867
Landfill Scalehouse	HR24DIVAR	10575760
	AA6LAOE0200AX65N0297	HB2400D1M20
Landfill Breakroom	GSH135241A	602639213
	ARUF032-00A-1C	602627655
EMS Base 1	WH242-A04	140L052091164-02
EMS Base 2	TEM4A0C365415AA	152715122V
	4TWA3036B3000AB	15263KGL4F
EMS Base 3	HP29-036-1Y	5899G05851
	CB29M-41-1P	5899C53366
EMS Base 4	HP29-036-1Y	5899G05862
	CB29M-41-1P	5899C53371
EMS Base 6	CHPF1824A6AA	704218522
	CHPF4860D6AA	703178261
	561CJ048-F	2303E21402
	2TWR3024A1000AA	718575L4F
EMS Base 5	604DNXA24000AATP	4514C11272
	50HS024311	4998G42624
EMS Base 8	HR36DIVAR	AA5YWOE0200NK66E0141
	3600VD1M22	
EMS Satellite Tower (Rothschild St)	WA242-A05XX5X2J	140MO31854623-02
EMS Satellite Tower (Municipal Dr)	WA372-A05XX5XJ2	225MO31855025-02
EMS Satellite Tower (Industrial Blvd)	WA361-A05XP5XXJ	125B99132084-02
EMS Satellite Tower (George II Hwy)	WA361-A05XP5XXJ	125L981285320-02
EMS Satellite Tower (Enterprise Dr.)	WA361-A05XP5XXJ	125K981265237-02
EMS Satellite Tower (Southport-Supply Rd)	WA241-A05XX2XX1	140H981241629-02
EMS Satellite Tower (Green Swamp Rd)	V24-10354	HT014036215R
EMS Satellite Tower (Ruby Way)	LWHD1800RY7	712TAXT06474
	FAS256R2A	IK80946365
EMS Satellite Tower (Whiteville Rd)	WA361-A05XP5XXJ	125A991315514-02
EMS Satellite Tower (Green Hill Rd)	WA361-A05XP5XXJ	125B991321076-02

BRUNSWICK COUNTY OFF-SITE A/C UNITS <i>as of December 2017</i>		
BUILDINGS	Model	Serial
GV Barbee Library	TWA090D30RAA	11285K35YA
	TWA090D30RAA	10422EAGYA
	2TWB0018A1000AB	4202R824F
	TWE090D300AA	11231ML3BA
	TWE090D300AA	10431PX7BA
	2TWB0036A1000AB	4091WP84F
	TWE024C14FB0	4131NTJ2V
	TWE030C14FB0	4162AWS1V
Hickman Crossroads Library	604DPXA30000AA	4614C12642
	604DPXA60000AA	3214C46992
	604DPXA60000AA	3214C46931
	FA4BNF060	3604A71142
	FC49NF036	0795A05156
	66182130	4994808172
	661CJ060-C	1404E28530
	661CJ060-C	3704E66238
	655APX060000AACG	4295G40284
	655APX060000AACG	4395G40805
	655APX030000ABCD	4295G40695
Leland Library	25HBC360A300	3010E03721
	EABA-T0905A	WDMM037977
	25HBC348A300	2810E01277
	FCHP-5090AA	NMBS030136
	FB4CNF060	3510A84341
	FCHP-5090AA	NMBS030137
	EABA-T0905A	WELM026728
	Can't read	AHV#
Margaret & James Harper Jr. Library	TWE180E300AA	15486MZLWA
	4TWA3060B3000AA	15304JKN4F
	TWA180E30RAB	15493KGGTA
	TEM4A0C60551SAA	15481L3S2V
Rourk Library	FX4DNF061	2817A82976
	40RUQA08A2A6-0A0A0	2717U08039
	25HCE460A300	2617E17192
	38AUQA08A0A5A0A0A0	3017C90324

BRUNSWICK COUNTY OFF-SITE A/C UNITS <i>as of December 2017</i>		
BUILDINGS	Model	Serial
Cedar Grove Park	PH13NA042	1909X66710
	PF4MNA037	2109A82167
	PFYMNA043	0409A85330
	PH13NA036	1209X64626
Leland Park Concession	GSH130361AD	705431775
	GSH130481AD	80151555
	ARUF364216BA	801452485
	ARUF486016AB	801576528
	WA372-A10	225B062147211-02
Lockwood Folly Park	Whirlpool	Can't read
	LRA15MT1	KK14739664
	ACQ088XP0	QR1122760
	FAC082H/A2	31821375
	FFRE15L3Q1	KK34444445
Northwest Park Concession	WA372-A10	225C062163225-02
	MUZ-GE09NA2	5003290T
	MSZ-GE09NA9	4ZE03091
Navassa Park	Window Unit	
Shallotte Park	WA372-A10	225D61278193-02
	ACQ06ZMM0	OMP0888231
	WA372-A10	225D062178189-02
	FAL123JA1	JK01748502
	FAC107P1A	IK64652287
	LRA08PZU1	KK14970686
Smithville Park Concession	PH3ANA048-3	2208E16421
	PF4MNA049	2208A82075
Towncreek Park Concession	MSZ-GE09NA-8	3023217
	MUZ-GE18NA-1	4003046T
	MUZ-GE18NA-8	3011361T
	MUZ-GE24NA	4002714T
	MUZ-GE24NA	4008768T
	MUZ-GE09NA2	4003630
Waccamaw Park Concession	MXZ-8B48NA	3ZU02817A
	MSZ-GE09NA	4006207
	MXZ-3B24NA	3ZUO3692A
	MSZ-GE09NA-9	53E13462
	Mens Restroom	Can't read
	Womens Restroom	Can't read
	Inside Concession	Can't read
	SLZKA09N9	4ZM02175
	SLZKA09NA	4ZM02735
	PLA-AZ4BA4	44A04596C
Shallotte WIC office		Can't read
	G-SH130301BA	906075525
		Can't read

BRUNSWICK COUNTY OFF-SITE A/C UNITS		
<i>as of December 2017</i>		
BUILDINGS	Model	Serial
Brunswick Transit	46AH4060D1000AA	15251R472F
	TEM4A0C605515	15181NGN2V
	4A6H4042D1000AA	15254S8SBF
	TEM4A0C425415AA	1526328U2V
	SLZ-KA09NA	0Z376
	SLZ-KA09NA	4ZM038
Leland Senior Center	WSC060E3RJA1MBOC1A20001000	
	000C0000000000	161313179L
	WSC090E3RKAORD1C1A20001000	
	000D0000000000	161313088L
	WSC120E3RNA0RDOCA200010000	
	00E00000000000	161211523L
	WSC060E3RJA1MBOC1A20001000	
	000C0000000000	161313195L
	WSC120E3RNA0RDOC1A20001000	
Shallotte Senior Center	000E0000000000	16121159L
	WSC072E3RKA0RDOC1A20001000	
	000C0000000000	161313000L
	N4H348GHF100	E152901913
	213RNA024000BAAA	0306E1690B
	213RPA048-A	2006E40524
	213RPA060-A	2006E40636
	213RPA060-A	2006E40628
	213RPA060-A	2006E4064
	213RPA060-A	2006E40620
	213RPA036-A	2106E09518
	CHP060AKA1	L003264025
	CHP042AKC1	E031828361
	GSZ14060IKA	1505091574
	Bryant	Can't read
	Bryant	Can't read
	Bryant	Can't read
	Bryant	Can't read
	Bryant	Can't read
	AVPT60D14AD	1509058895
	FC4DNF060	0506A88211
	FC4DNF060	0606A84194
	FC4DNF060	0506A88201
	FC4DNF060	0506A88191
	FEM4X4800BL2	A161089275
	FC4DNF048000AAAA	0606A86983
	FC4DNF060	0606A84193
	FC4DNF036	0906A70923
	FC4DNF060	060A84191
	FC4DNF060	1306A87701
	FC4DNF024	0206A70785
	FC4DNF036	0606A68333
	FC4DNF042	0706A8679

BRUNSWICK COUNTY OFF-SITE A/C UNITS		
<i>as of December 2017</i>		
BUILDINGS	Model	Serial
	FC4DNF036000AAAA	0606A68319
Southport Senior Center	B4CH060A25A	NOE7763162
	B4CH060A25A	NOC7526575
	B5CH048A25A	NOE7763656
	B5CH048A25A	NOE7758805
	B5CH048A25A	NOE7758804
	B4CH060A25A	NOE7763163
Hoods Creek Community Building	4A6H4036D1000AB	16082NECBF
	TEM4A0C36S415AA	15124SHS2V
District 5 Community Building	CHP036AKC3	E043051284
	FBYANF036000AEAA	2596A10796
	FBYANF048000AEAA	2496A15021
	FBYANF036000AEAA	2596A10792
	NHP230AKC2	E052900717
	662CJ048-B	1796E02424
	FBYANF036000AEAA	2596ANF036
	662CJ036-A	2896E01448
	RBHA-17310NFHAI	TM35940379
	662CJ036-A	2896E01472
Lockwood Folly Community Building	PH13NR036-C	1607X68651
	PH3ANA048-B	2908E17405
	PF4MNA049	2308A5539
	FA4ANF036	2499A23378

BRUNSWICK COUNTY OFF-SITE A/C UNITS <i>as of December 2017</i>		
BUILDINGS	Model	Serial
Waccamaw Community Building	PYMC60G6	G051111880
	PYMC60G6	G043640955
	604DNXA60000AATP	1814C31278
	2PMP13E60P-1A	1606A16726
Towncreek Community Building	MSZ-GE18NA-8	3011361T
	MUZ-GE18NA-1	4003046T
	MSZ-GE24NA	4001325T
	MUZ-GE24NA	4002714T
	MUZ-GE09NA2	4003630T
	MSZ-GE09NA-8	3023217T
	S0HCQA0SB0A3A0A	4814C88401
	S0HCQA0SB0A3A0A	4814C88402
	S0HCQA0SB0A3A0A0A0	4814C88403
	S0HCQA0SB0A3A0A0A0	4814C88404
Supply Senior Center	25HCA342A500	1706E42759
	3307E06191	25HCA342A500
	25HCA342A500	1706E42759
	25HCA360A500	3607E06673
	25HCA342A500	3307E06205
	FY4ANF042	2107A86216
	FY4ANF042	2107A86282
	FY4ANF042	2107A86278
	FY4ANF042	2107A86277
	FY4ANF042	2107A86270
	FY4ANF042	2107A86219
	FY4ANB060	2007A88224
	FY4ANF048	2107A84053
	FY4ANB060	2007A88231

**COUNTY OF BRUNSWICK
REQUEST FOR PROPOSALS FOR
HVAC MAINTENANCE**

Brunswick County is requesting proposals (RFP) to secure a maintenance and repair program that will provide services to maintain Brunswick County Operation Services' heating and air conditioning systems excluding our courthouse systems.

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 December 21st by 4:00 p.m. Proposal should be clearly marked **Proposal Response – HVAC Maintenance.**

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.

Maintenance Program for Air Conditioning and Heating Systems

The County of Brunswick requests proposals to secure a maintenance and repair program that will provide services to maintain Brunswick County Operation Services' heating and air conditioning systems excluding our courthouse systems. Please bid each service individually. The County reserves the right to award bids accordingly. A copy of existing units is provided for your reference however changes may occur due to units being replaced as needed.

All work must be conducted by companies possessing the appropriate licensure through the NC State Board of Examiners of Plumbing, Heating and Fire Sprinkler Contractors. Copies of licensure must be attached to this proposal form.

Routine Maintenance Program for All Systems Excluding Courthouse

Routine Services needed for all systems excluding Courthouse:

- A) Quarterly filter changes, cleaning of condenser coils, greasing bearings
- B) Belt changes, as needed
- C) Verify positive pressure and that temperature and humidity are at acceptable levels

Contractor Specifications for All Air Conditioning and Heating Systems (Excluding Courthouse)

- a) Contractor must have experience with Trane and Carrier systems. *EXTENSIVE*
- b) Building J - Contractor must have experience with computer programming Trane and Carrier systems – temperature is controlled by computer instead of thermostat. *EXTENSIVE*
- c) Contractor must have experience with Mitsubishi City-Multi systems, preferably City-Multi Certified. *CERTIFIED AND EXTENSIVE*

COST TO PROVIDE ROUTINE MAINTENANCE OF ALL AIR CONDITIONING AND HEATING SYSTEMS (EXCLUDING COURTHOUSE): \$ 33,000 ANNUAL

Any Additional Costs:

--

Notes:

<i>SEE NOTES ABOVE</i>

Emergency Service and Repair for Any HVAC, Refrigerant or Ice Machine Installed on County Property Excluding Courthouse

Please provide the number of HVAC technicians you currently have on staff: _____
The county will require contractor to be on site within 2 hours from receipt of call.

**LABOR RATES FOR REPAIRS AND EMERGENCY SERVICES ALL AIR
CONDITIONING AND HEATING SYSTEMS (EXCLUDING COURTHOUSE):**

\$ 75 / HOUR Regular Time
\$ 90 / HOUR Overtime – After Hours
\$ 90 / HOUR Holiday – Weekends
\$ 0 Travel Charge / Trip Charge, Quote as Per Mile
\$ 0 Fuel Surcharge
\$ 45 Helper, “When Needed”
\$ +15% Parts & Materials, Supplied By Contractor, Quote as Cost Plus
\$ +10% Parts & Materials, Supplied by County, Quote as Cost Plus
\$ +15% Refrigerant, R-22, Quote as Cost Plus
\$ +15% Disposal Charge, Hazardous Materials Including
Refrigerant, Lubricants, Cleaners, PCB’s Mercury and
Solvents, Quote as Cost Plus
\$ +10% Freight Charges for Any Parts Ordered, Quote as Cost Plus
\$ +10% Processing Fees-Warranty, Core Charge, Etc., Quote as Cost
Plus

Any Additional Costs:

Notes:

Insurance Requirements

Minimum insurance requirements are included as “Attachment A”.

Proposals must be received no later than December 21, 2017 by 4:00 pm.

William D. Davis
Authorized Signature

HVAC Starplus, LLC
Company

PRESIDENT
Title

bill@hvacsplus.com
Preferred Contact: Phone / Email



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.

HVAC PROPOSALS:

	Hoffman Mechanical Solutions, Inc.	Piedmont Service Group	Advanced Air Solutions, Inc.	HVAC Starplus, LLC	Brady
Services					
Routine Maintenance - Excluding Courthouse	\$41,900.00	\$59,970 / annual	\$44,000 / annual	\$33,000 / annual	Declined Bid
Emergency Repairs Excluding Courthouse					
Regular Time	\$85.00	\$85.00	\$60.00	\$75.00	
Overtime - After Hours - Weekends	\$135.00	\$100.00	\$100.00	\$90.00	
Holiday	\$135.00	\$100.00	\$100.00	\$90.00	
Travel Charge / Trip Charge	\$50.00	\$35.00	\$45.00	\$0.00	
Fuel Surcharge	\$0.00	\$0.00	\$0.00	\$0.00	
Helper, "When Needed"	\$77.50	\$60.00	\$25.00	\$45.00	
Parts & Materials, Supplied by Contractor	Cost + 15%	.7 divider	Cost + 10%	Cost + 15%	
Parts & Materials, Supplied by County	Cost + 15%	0	Cost + 10%	Cost + 10%	
Refrigerant	Cost + 15%	45/lb	Cost + 10%	Cost + 15%	
Disposal Charge, Hazardous Materials	Cost + 15%	2.50/lb	Cost + 10%	Cost + 15%	
Freight Charges for Parts	Cost + 15%	1.2 markup	Cost + 10%	Cost + 10%	
Processing Fees- Warranty, Core Charge, Etc.	Cost + 15%	\$0.00	Cost + 10%	Cost + 10%	



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

Action Item # V. - 9.

Operation Services - Lawn Maintenance Agreement

From:

Stephanie Lewis, Operation Services
Director

Issue/Action Requested:

Request that the Board of Commissioners approve a service agreement with Mevans & Associates, Inc. for lawn maintenance at various county-owned or maintained properties.

Background/Purpose of Request:

The Brunswick County Parks and Recreation Maintenance division provides contracted lawn maintenance for various sites including libraries, EMS bases, community buildings, etc. Mevans & Associates, Inc. is the low bidder with an expected annual cost of \$27,425. All proposals are summarized in the attached bid tabulation sheet. These lawn maintenance services are budgeted for FY18 in 106132-435102.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the current budget.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve a service agreement with Mevans & Associates, Inc. for lawn maintenance at various county-owned or maintained properties.

ATTACHMENTS:

Description

- ☐ Lawn Maintenance Service Agreement
- ☐ Lawn Maintenance Bid Tabulation

Lawn Maintenance Service Agreement

Whereas, Brunswick County, herein after known as "County", wishes to enter into a service agreement with Mevans & Associates, Inc. herein after known as "Company".

Whereas, the County desires to secure a lawn maintenance program that will provide services to maintain various county-owned or maintained properties:

Whereas, the Company will provide these services at the areas determined by the County and included on the attached proposal form as Attachment B:

Now therefore, for the consideration herein stated and subject to the conditions provided herein, the County and the Company do hereby enter this agreement for lawn maintenance services, as follows:

Article I

The Company will provide twice a month lawn maintenance during the months of April through November which includes removing any litter or debris, weed eating, edging, mowing, blowing off sidewalks and removing any weeds or grass from flower beds. Flower bed preparation shall be performed on an as needed basis.

Article II

The County shall provide the Company access to the facilities Monday through Friday, 7:00 am to 3:30 pm.

Article III

Subject to the terms hereof, the Company shall provide all personnel, equipment and fuel for lawn maintenance. The Company shall provide the County proof of meeting minimum insurance requirements attached to the request for proposals and to this document as "Attachment A" and maintain in full force and effect during the term of the contract and renewals.

Article IV

The Company shall assume liability for all applicable local, state and federal laws.

Article V

The effective date of this Agreement shall be February 5, 2018. The term of this agreement is for one year from the date set here forth, with two options to renew said contract for one year, each said renewal options to be exercised automatically unless notice of termination is given by either party thirty (30) days prior to the end of the term.

Article VI

This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter. Modifications to this Agreement must be by written instrument signed by the County and Company.

Article VII

The County shall pay the Company according to the proposal received and included as Attachment B. The Company will invoice the County monthly during the months of service.

Article VIII

The amount of the County financial liability is limited to the amount specifically appropriated for this purpose in the Brunswick County Fiscal Years 2017 - 2018 or the approved amended amount of this appropriation.

Article IX

Correspondence relating to this agreement shall be forwarded to the respective parties by U. S. Certified Mail, Return Receipt Requested.

County: Brunswick County Operation Services
PO Box 249
Bolivia, NC 28422

Company: Mevans & Associates, Inc.
5285 Main Street Suite 19C
Shallotte, NC 28470

Article X

The Company agrees to indemnify and hold the County harmless from any and all actions, causes of actions, claims, liabilities, damages and the like including reasonable attorney fees, that may result from the Company's actions in providing fire alarm services including but not limited to the failure of Company to comply with building codes, laws, regulations.

Article XI

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.

Article XII

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

Article XIII

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

Article XIV

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.

The above conditions comprise the entire duties and obligations of this agreement and are understood and agreed by the County and Company as witnessed and authorized below.

Brunswick County

Date

Company's Authorized Signature

Date

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



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: _____
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.

APPENDIX A

Proposal Form

This form is to be completed and included with the proposal package.

Company Name: MEYDANS & Associates, Inc
Contact Person: MARION EVANS
(name & title) PRESIDENT
Address: 5285 MAIN STREET Suite 100
Shallotte NC 28470
Phone Number: 910-228-0925
Fax Number: 910-754-5750

Location

Per Cut Rate Per Location for
Mowing, Weed Eating, Edging,
Blowing Off Sidewalks, Removing
Litter or Debris, Removing Any
Weeds of Grass from Flower Beds

Lump Sum Rate Per Location
for Preparing Flower Beds,
Pruning, Mulching and
Trimming Shrubs

Brunswick Transit (former Senior Center) 4050 Main Street, Shallotte	50	175
Rourk Library 5068 Main Street, Shallotte	45	200
Shallotte EMS Headquarters 40 Naber Drive NW, Shallotte	60	375
Hickmans Crossroads Library 1040 Calabash Road, Calabash	70	300
Ocean Isle EMS Base #3 7061 Old Georgetown Road SW, Ocean Isle	40	135
Shallotte Gas Tower 4800 Russ Street, Shallotte	40	135

Printed on Recycled Paper



Cedar Grove EMS Base # 1595 Clover Lane SW, Supply	45	120
St. James EMS Base #4 (including shoulder of driveway to the stop sign) 4280 Committee Drive, Southport	40	150
G.V. Barbee, Sr. Library 8200 E. Oak Island Drive, Oak Island	55	350
Margaret & James Harper, Jr. Library 109 West Moore Street, Southport	40	215
BSL EMS Base #5 3053 George II Hwy SE, Bolivia	40	100
Leland Library 487 Village Road, Leland	70	400
Leland EMS Base #2 8605 Trade Street NE, Leland	50	500
Hoods Creek Community Center 3640 Maco Road NE, Leland	115	425
Town Creek EMS Base #8 6147 Ocean Hwy E, Winnabow	50	150
Animal Protective Services 429 Green Swamp Road, Supply	55	180
Hope Harbor	50	285
Cedar Grove Park Entrance 700 Grove Trail SW, Supply	350	750
South Brunswick Islands Center 9400 Ocean Highway 17W, Carolina Shores	50	125

References:

Concrete Structures - Carlos Bonifacio - 910-443-9444
Carolinias Stamped Concrete - Jose Luis Tonche - 910-398-4364
Reach Out + Touch - Joyce Smith - 910-368-1138

Marion Evans

Name (Print)

ME Evans

Signature

11/16/17

Date

ME Evans & Associates Inc

Company Name

LAWN MAINTENANCE BID TABULATION

		Brunswick Transit (former Senior Center)	Rourk Library	Shallotte EMS Headquarters	Hickmans Crossroads Library	Ocean Isle EMS Base #3	Shallotte Gas Tower	Lockwood Folly Community Center	Cedar Grove EMS Base #1	St. James EMS Base #4	G.V. Barbee Sr Library	Margaret & James Harper Jr. Library	BSL EMS Base #5	Leland Library	Leland EMS Base #2	Hoods Creek Community Center	Town Creek EMS Base #8	Animal Protective Services	Hope Harbor	Cedar Grove Park Entrance	South Brunswick Islands Center	Totals	Estimated Annual Cost
CUTTIN'IT CLOSE LAWN CARE AND PRESSURE WASHING																							
	Per Cut Rate Per Location for Mowing, Weed Eating, Edging, Blowing Off Sidewalks, Removing Litter or Debris, Removing Any Weeds of Grass from Flower Beds	40.00	40.00	60.00	65.00	40.00	40.00	55.00	40.00	40.00	55.00	40.00	40.00	60.00	40.00	200.00	40.00	45.00	40.00	330.00	225.00	1535.00	30030
	Lump Sum Rate Per Location for Preparing Flower Beds, Pruning, Mulching and Trimming Shrubs	175.00	200.00	385.00	315.00	150.00	150.00	300.00	115.00	150.00	350.00	240.00	125.00	350.00	150.00	500.00	150.00	200.00	350.00	815.00	300.00	5470.00	
MEVANS & ASSOCIATES, INC.																							
	Per Cut Rate Per Location for Mowing, Weed Eating, Edging, Blowing Off Sidewalks, Removing Litter or Debris, Removing Any Weeds of Grass from Flower Beds	50.00	45.00	60.00	70.00	40.00	40.00	65.00	45.00	40.00	55.00	40.00	40.00	70.00	50.00	115.00	50.00	55.00	50.00	350.00	50.00	1380.00	27425
	Lump Sum Rate Per Location for Preparing Flower Beds, Pruning, Mulching and Trimming Shrubs	175.00	200.00	375.00	300.00	135.00	135.00	275.00	120.00	150.00	350.00	215.00	100.00	400.00	500.00	425.00	150.00	180.00	285.00	750.00	125.00	5345.00	
A&A FACILITY SERVICES																							
	Per Cut Rate Per Location for Mowing, Weed Eating, Edging, Blowing Off Sidewalks, Removing Litter or Debris, Removing Any Weeds of Grass from Flower Beds	38.00	38.00	57.00	66.50	38.00	38.00	57.00	38.00	38.00	57.00	38.00	38.00	57.00	57.00	171.00	57.00	38.00	38.00	304.00	232.75	1496.25	28927.5
	Lump Sum Rate Per Location for Preparing Flower Beds, Pruning, Mulching and Trimming Shrubs	133.00	133.00	199.50	232.75	133.00	133.00	133.00	133.00	199.50	232.75	133.00	133.00	199.50	199.50	598.50	199.50	133.00	133.00	1064.00	532.00	4987.50	
THE RASHID GROUP, LLC																							
	Per Cut Rate Per Location for Mowing, Weed Eating, Edging, Blowing Off Sidewalks, Removing Litter or Debris, Removing Any Weeds of Grass from Flower Beds	95.00	75.00	105.00	100.00	85.00	95.00	105.00	95.00	95.00	85.00	95.00	95.00	165.00	95.00	175.00	95.00	95.00	395.00	150.00	400.00	2695.00	52270
	Lump Sum Rate Per Location for Preparing Flower Beds, Pruning, Mulching and Trimming Shrubs	395.00	375.00	495.00	400.00	375.00	375.00	495.00	350.00	495.00	495.00	495.00	350.00	595.00	375.00	395.00	295.00	295.00	650.00	650.00	800.00	9150.00	

CAROLINA CREATIONS LANDSCAPES	Per Cut Rate Per Location for Mowing, Weed Eating, Edging, Blowing Off Sidewalks, Removing Litter or Debris, Removing Any Weeds of Grass from Flower Beds																					
		180.00	135.00	264.70	45.00	45.00	135.00	540.00	135.29	30.59	67.65	45.00	45.00	67.65	45.00	67.65	45.00	67.65	101.47	2160.00	112.65	4335.30
	Lump Sum Rate Per Location for Preparing Flower Beds, Pruning, Mulching and Trimming Shrubs	540.00	1510.00	1295.00	1965.00	N/A	405.00	540.00	N/A	210.00	1325.00	1100.00	180.00	1185.00	600.00	90.00	180.00	500.00	1185.00	2700.00	165.00	
																						15675.00
CAROLINA LANDSCAPE SERVICES INC.	Per Cut Rate Per Location for Mowing, Weed Eating, Edging, Blowing Off Sidewalks, Removing Litter or Debris, Removing Any Weeds of Grass from Flower Beds																					
		35.00	45.00	45.00	45.00	35.00	40.00	50.00	40.00	40.00	40.00	60.00	40.00	60.00	40.00	60.00	40.00	40.00	315.00	250.00	125.00	1445.00
	Lump Sum Rate Per Location for Preparing Flower Beds, Pruning, Mulching and Trimming Shrubs	N/A	175.00	450.00	175.00	50.00	N/A	N/A	N/A	100.00	185.00	125.00	100.00	495.00	100.00	100.00	75.00	75.00	1275.00	1500.00	125.00	
																						5105.00
CAPE FEAR LANDWORKS, LLC	Per Cut Rate Per Location for Mowing, Weed Eating, Edging, Blowing Off Sidewalks, Removing Litter or Debris, Removing Any Weeds of Grass from Flower Beds																					
		130.00	65.00	65.00	65.00	65.00	195.00	65.00	130.00	130.00	130.00	130.00	65.00	65.00	130.00	195.00	65.00	65.00	65.00	130.00	130.00	2080.00
	Lump Sum Rate Per Location for Preparing Flower Beds, Pruning, Mulching and Trimming Shrubs	130.00	780.00	1300.00	780.00	130.00	130.00	290.00	130.00	130.00	1300.00	290.00	260.00	1300.00	130.00	130.00	130.00	290.00	290.00	1300.00	290.00	
																						9510.00
DCL LAWN MAINTENANCE	Per Cut Rate Per Location for Mowing, Weed Eating, Edging, Blowing Off Sidewalks, Removing Litter or Debris, Removing Any Weeds of Grass from Flower Beds																					
		60	100	150	200	45	45	160	45	60	130	45	70	70	45	60	45	180	100	160	240	2010
	Lump Sum Rate Per Location for Preparing Flower Beds, Pruning, Mulching and Trimming Shrubs	315	445	450	480	315	N/A	385	N/A	420	585.5	320.5	N/A	355.5	395.5	315.5	260.5	460	315	420	390	
																						6628
GREEN MAN HORTICULTURAL SERVICES	Per Cut Rate Per Location for Mowing, Weed Eating, Edging, Blowing Off Sidewalks, Removing Litter or Debris, Removing Any Weeds of Grass from Flower Beds																					
		50	60	60	65	45	55	85	40	45	45	30	40	95	50	80	50	200	90	700	240	2125
	Lump Sum Rate Per Location for Preparing Flower Beds, Pruning, Mulching and Trimming Shrubs	350	1200	1300	700	90	95	120	0	100	1100	750	65	1800	250	220	70	400	1200	2400	400	
																						12610

85039.8

28225

42790

38788

46610



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

Action Item # V. - 10.

From:

Aaron Perkins, Director of Parks & Recreation

Parks & Recreation - Demolition of the Navassa Park Concession Stand & Shelters

Issue/Action Requested:

Request the Board of Commissioners approve demolition of the Navassa Concession Stand and Picnic Shelters.

Background/Purpose of Request:

The Navassa Concession Stand Building and Shelters are located at 800 Park Ave Navassa, NC 28451. Staff is requesting demolition of this concession stand building and shelters due to the poor and irreparable condition of the building. Most of the costs for demolition are in-house. The estimated cost is \$3,500 in labor and equipment(should be less than a day), most of the material is recyclable, very little C&D.

Staff recommends approval to demolition the Navassa Concession Stand and Shelters.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

County Manager's Recommendation:

Recommend that the Board of Commissioners approve demolition of the Navassa Concession Stand and Picnic Shelters.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

Action Item # V. - 11.

Sheriff's Office - Position Reclassification

From:

Mark Trull

Issue/Action Requested:

Request that the Board of Commissioners approve reclassification of 4 patrol corporals pay grade 65 to 4 patrol sergeants pay grade 67.

Background/Purpose of Request:

Currently the Sheriff's Office patrol shifts operate with a first a sergeant and a corporal. Due to increase in shift personnel it is necessary to distribute supervisory responsibilities by adding an additional sergeant to each shift. This change will have a budgetary impact of \$9047.00. Request that the Board of Commissioners approve reclassification of the 4 positions from pay grade 65 to pay grade 67.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Funds available in the current budget based on current projections.

Approved By County Attorney:

Not Applicable

Advisory Board Recommendation:

Not applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve reclassification of 4 patrol corporals pay grade 65 to 4 patrol sergeants pay grade 67.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

Action Item # VI. - 1.

From: Administration - Lockwood Folly Navigation Project Feasibility
Steve Stone, Deputy County Manager Report (Steve Stone, Deputy County Manager)

Issue/Action Requested:

Request that the Board of Commissioners receive a status report on the Lockwood Folly Navigation Project Feasibility study from Ken Willson of APTIM.

Background/Purpose of Request:

In November of 2017 the Board engaged APTIM to study the feasibility of a "piggyback" pipeline dredge project to develop a 150' wide by 12' deep navigation channel at Lockwood Folly Inlet and to provide a substantial amount of beach quality sediment for shoreline placement. Ken Willson of APTIM will present the findings of the study and suggest possible future steps.

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 receive a status report on the Lockwood Folly Navigation Project Feasibility study from Ken Willson of APTIM.

ATTACHMENTS:

Description

- ▣ APTIM Lockwoods Folly Inlet Presentation

LOCKWOODS FOLLY INLET DREDGING FEASIBILITY ANALYSIS

**Board of Commissioners
Briefing**

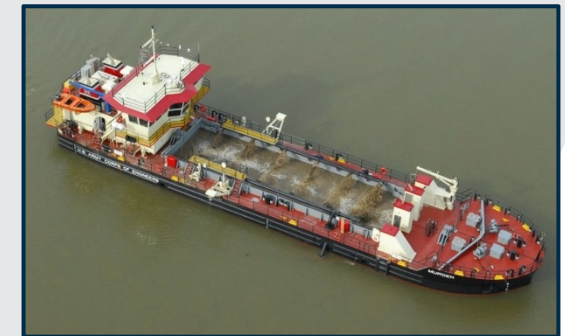
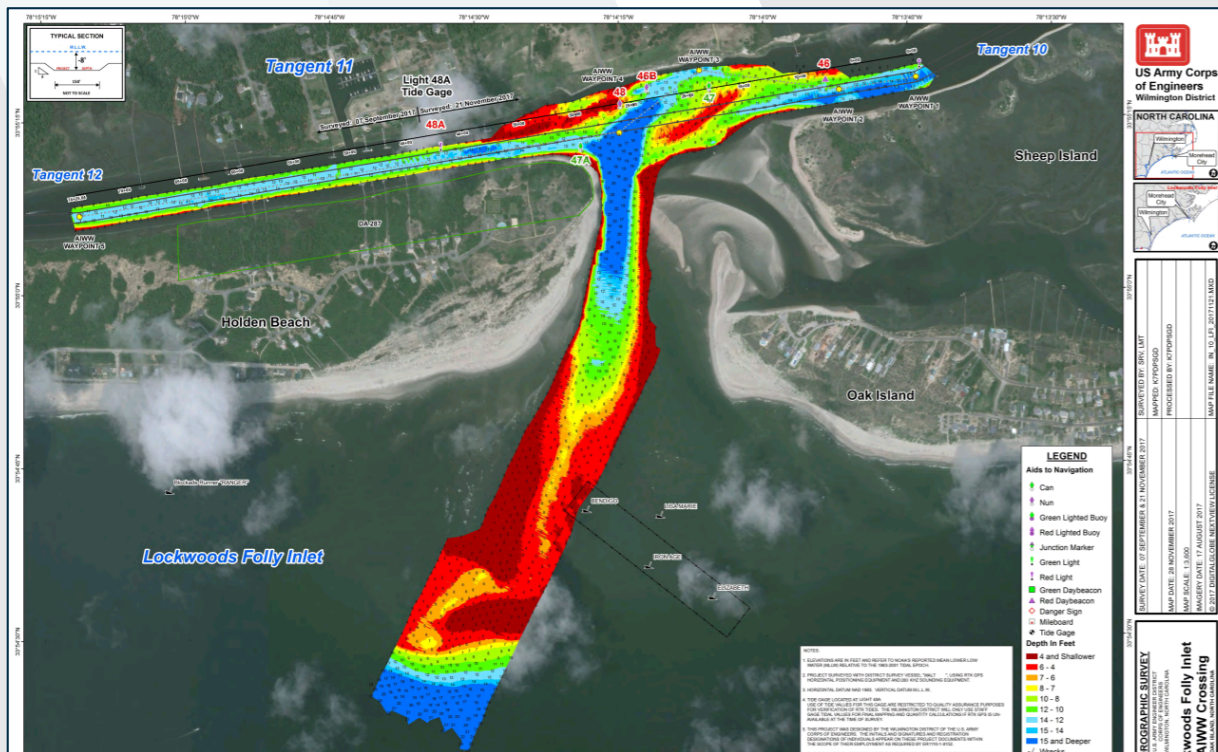
Ken Willson

February 5, 2018



LOCKWOODS FOLLY INLET BACKGROUND

- Lockwoods Folly Authorized Navigation Channel (150' wide and -12 + 2 MLLW) – Maintained by USACE with sidecast and special purpose dredges
- 2016 SDI-5 Permits issued to Holden Beach to conduct maintenance dredging of Lockwoods Folly Inlet and AIWW crossing
- Local governments seeking better ways to manage the system



LOCKWOODS FOLLY INLET DREDGING FEASIBILITY ANALYSIS: GOALS

- Coordination with Regulatory and Resource Agencies Regarding the Feasibility of the Proposed Project
- Coordination with Local Governments
- Develop Engineering Drawings to Provide to Contractor
- Coordinate with Contractor on Feasibility, Price, and Scheduling
- Coordination with the Division of Water Resources (Cost Sharing)

LOCKWOODS FOLLY INLET DREDGING FEASIBILITY ANALYSIS

Regulatory and Resource Agency Coordination:

- Reviewed both Federal and State (CAMA) permits
- Provided Questions to Division of Coastal Management for Clarification
- Discussed the SDI-5 permit with the USACE Regulatory PM
- Inter-Agency Meeting:
 - CAMA Permit – Major Modification
 - USACE Permit – General Permit 291
 - Concerns Regarding Dredging in April
 - Holden Beach Disposal – Includes East End and All of Central Reach Area

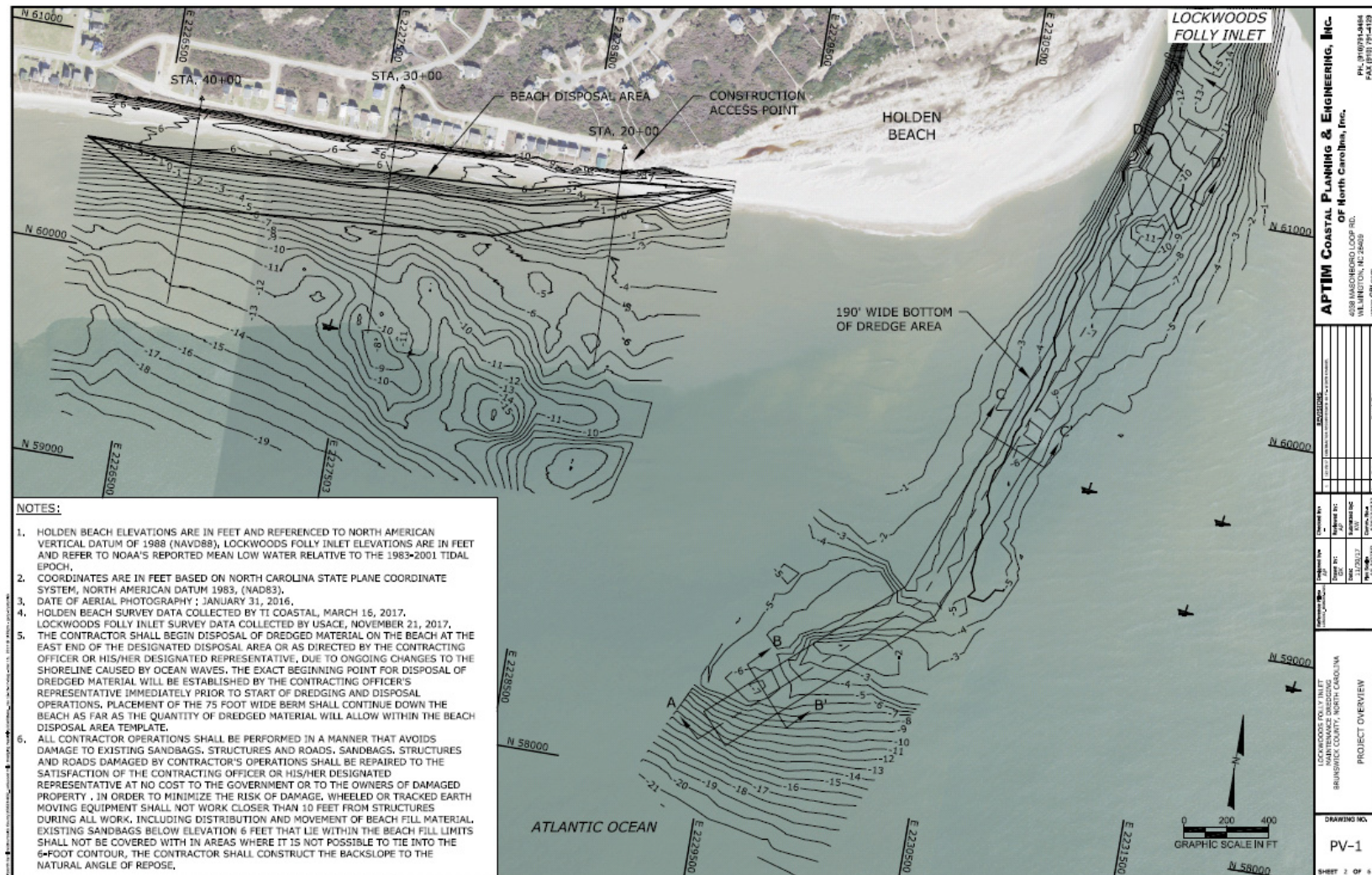
LOCKWOODS FOLLY INLET DREDGING FEASIBILITY ANALYSIS

Coordination with Local Governments:

- Coordination with Holden Beach Regarding Disposal Areas, Easements, and Access Points
- Provided a Model Inter-local Agreement Used by Communities in Dare County
- Coordination on Draft Engineering Drawings

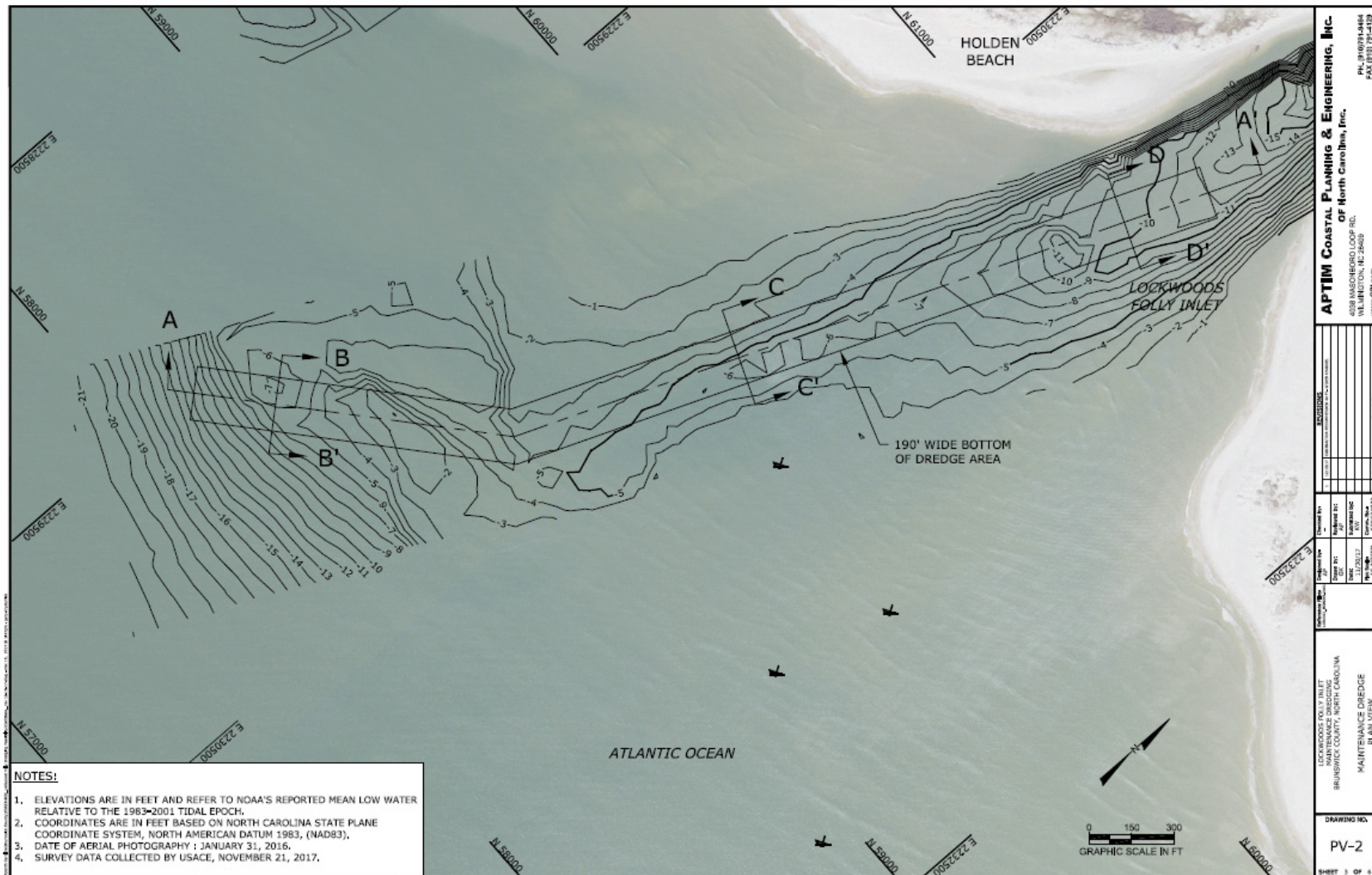
LOCKWOODS FOLLY INLET DREDGING FEASIBILITY ANALYSIS

Engineering Drawings:



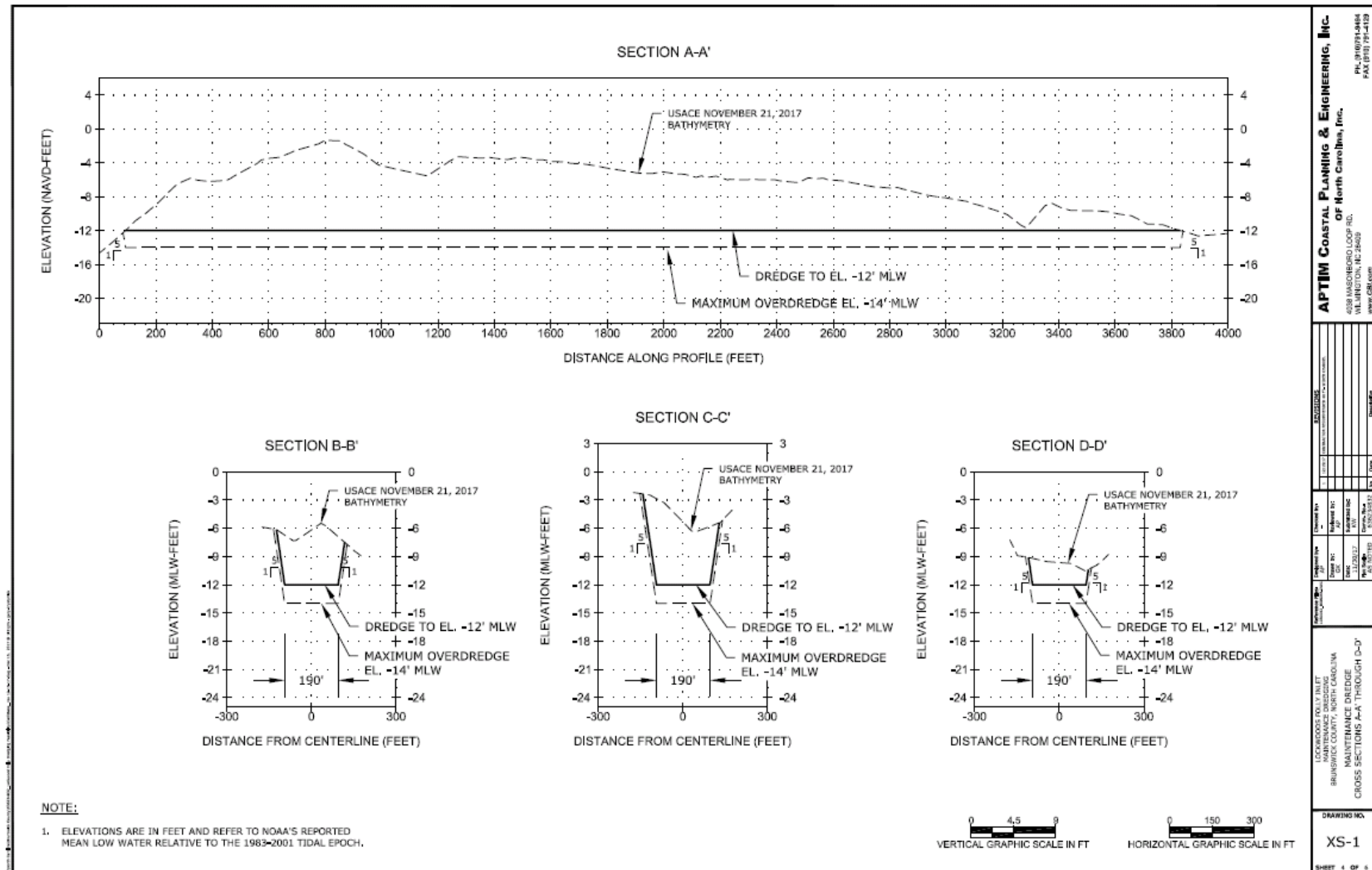
LOCKWOODS FOLLY INLET DREDGING FEASIBILITY ANALYSIS

Engineering Drawings:



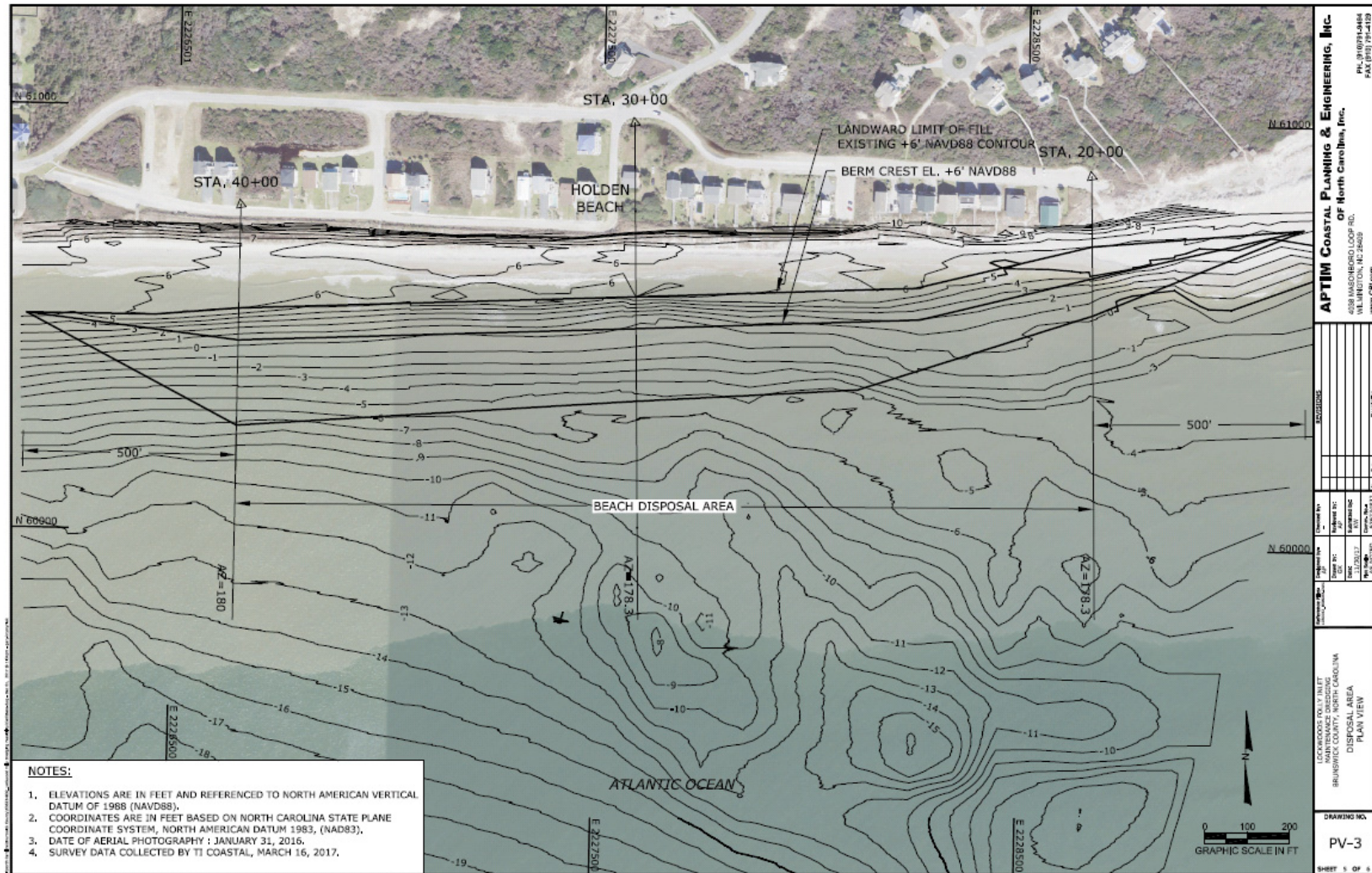
LOCKWOODS FOLLY INLET DREDGING FEASIBILITY ANALYSIS

Engineering Drawings:



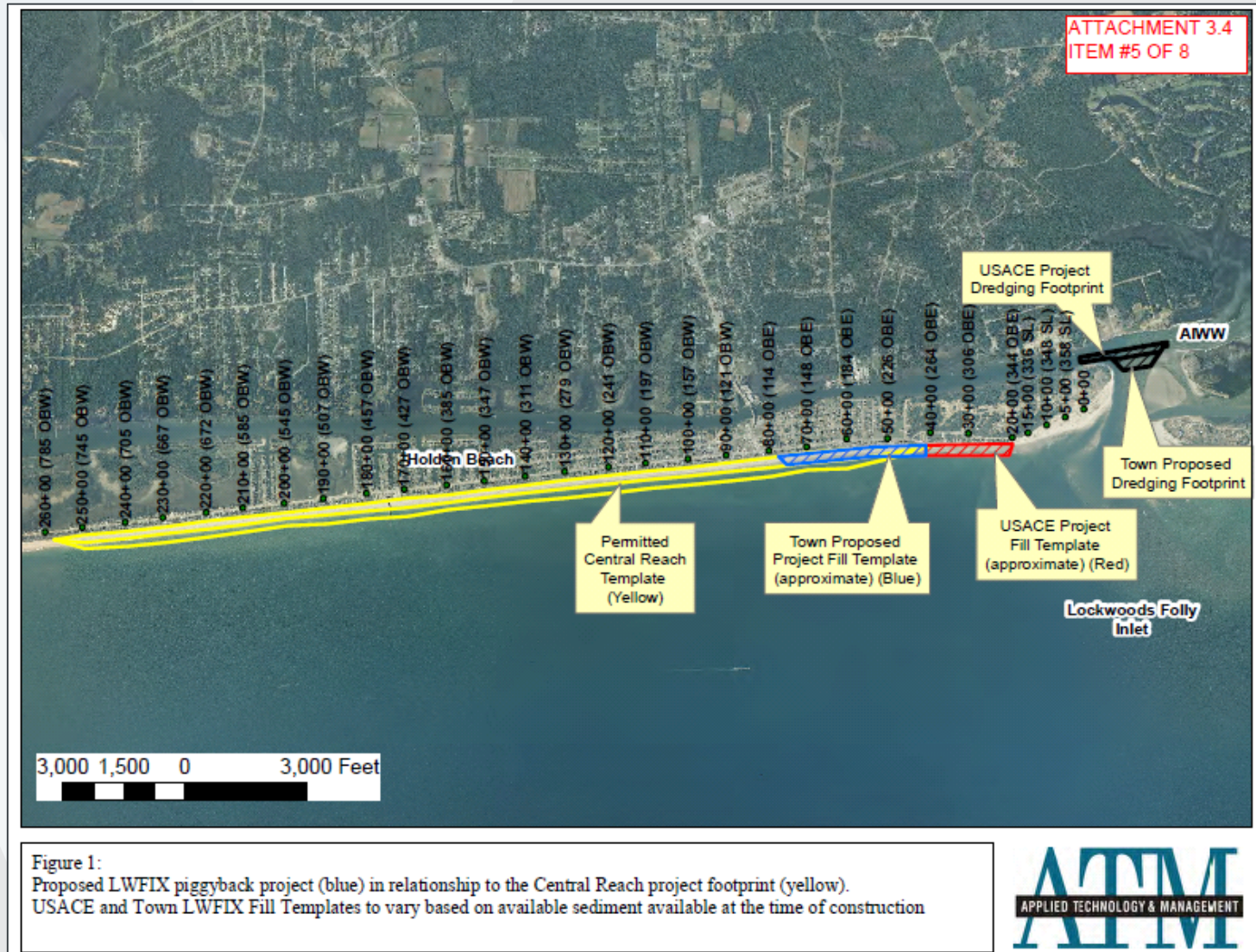
LOCKWOODS FOLLY INLET DREDGING FEASIBILITY ANALYSIS

Engineering Drawings:



LOCKWOODS FOLLY INLET DREDGING FEASIBILITY ANALYSIS

Engineering Drawings:



LOCKWOODS FOLLY INLET DREDGING FEASIBILITY ANALYSIS

Coordination with Contractor:

- Drawings Provided to Weeks Marine – December 7, 2017
- Conference Call with Weeks – December 15, 2017:
 - Need Construction Window Through April
 - Need 190' Wide Channel
 - Disturbance up to 3.5 ft. below channel
 - No Environmental Concerns with Pipe Coming on Shore Adjacent to Inlet Gorge
- Provided Cost Estimates – December 22, 2017
- Discussed Timing of Signing a Contract

LOCKWOODS FOLLY INLET DREDGING FEASIBILITY ANALYSIS

Coordination with Division of Water Resources:

- Confirmed Project Eligible for Shallow Draft Navigation Fund Cost Sharing (\$2 From State / \$1 From Locals)

LOCKWOODS FOLLY INLET DREDGING FEASIBILITY ANALYSIS:

FINDINGS:

- Recommended Inter-Agency Meeting with Regulatory and Resource Agencies
- Meeting Held – January 23, 2018
- Permitting Process Determined
- Not Possible to Obtain Authorizations for 2017/2018 Dredge Window

LOCKWOODS FOLLY INLET DREDGING FEASIBILITY ANALYSIS:

FINDINGS:

- Total Project Cost Estimate - \$4.13 Million
 - State Cost Share 2/3 – \$2.75 Million
 - Local Cost Share 1/3 – \$1.38 Million
- Costs Include:
 - Permitting Costs
 - Development of Plans and Specs
 - Dredge Costs
 - Construction Administration

LOCKWOODS FOLLY INLET DREDGING FEASIBILITY ANALYSIS: TO DO LIST:

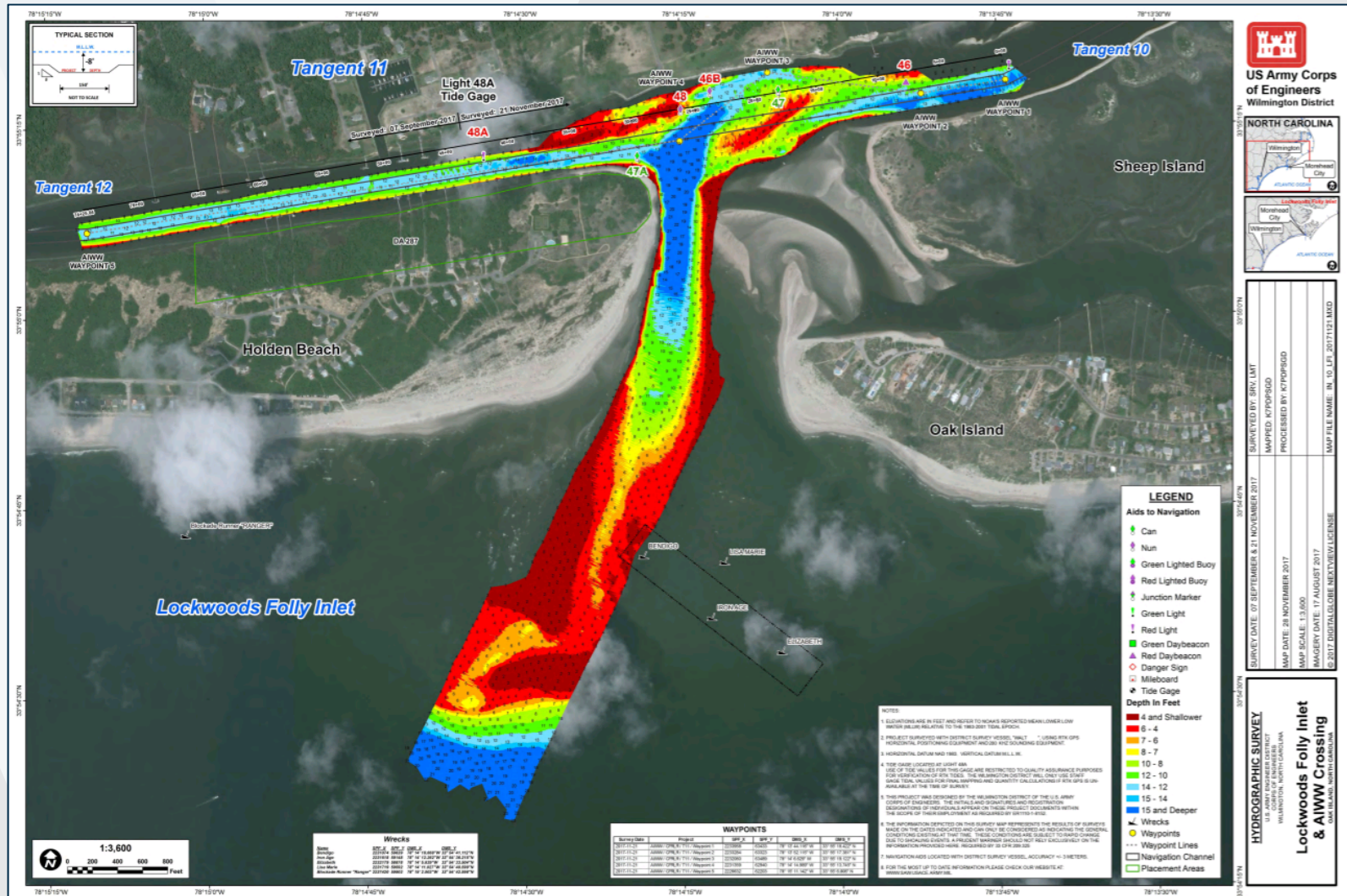
- Submit a permit modification request to DCM and USACE to increase the width of the proposed channel and allow for additional disposal area on Holden Beach;
- Submit a request to DCM for 1 month of relief from the dredge moratorium;
- Conduct exploratory vibracores;
- Develop final plans, detailed project specifications, and an agreement to be executed between the Contractor and County;
- Submit grant application to the NC DEQ, require the passage of a resolution by the Brunswick County Board of Commissioners;
- Execute a local government agreement establishing the responsibilities of each party and cost sharing formulas;
- Ensure agreements are in place on Holden Beach to place sand up to the +6.0 ft. NAVD88 contour.

LOCKWOODS FOLLY INLET DREDGING FEASIBILITY ANALYSIS:

FINDINGS:

- Estimated Time to Obtain Permit Modifications – 7 Months
- Estimated Time to Develop Bid Package – 3 Months
- USACE Awarded Contract for OIB and WB Late October, 2017
- 2018/2019 Projects – USACE CB and KB Nourishment, Cape Fear River Maintenance, BHI

QUESTIONS?



Ken Willson

Kenneth.Willson@aptim.com

(910) 791-9494

LOCKWOODS FOLLY INLET DREDGING FEASIBILITY ANALYSIS



Weeks Marine Dredge CR McCaskill



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

Action Item # VII. - 1.

From:

Andrea White

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

Issue/Action Requested:

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

Background/Purpose of Request:

Staff requests that the Board consider rescheduling the May 7 Goals and Budget Workshop to either May 10 or May 11.

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 rescheduling the May 7, 2018 Goals and Budget Workshop.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

Action Item # VII. - 2.

From: Administration - Surplus Property Offer Parcel 18400039 (Steve Stone, Deputy County Manager)

Issue/Action Requested:

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

Background/Purpose of Request:

Parcel 18400039 is .95 acres, is located at 750 Turnpike Rd, SW and has a tax value of \$20,750.00. The County acquired the parcel for \$12,358.55 in November, 2013.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not applicable

County Manager's Recommendation:

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

ATTACHMENTS:

Description

- ☐ Property Offer
- ☐ Property Information

From: [Nicole](#)
To: [Steve Stone](#)
Subject: Re: Surplus Land
Date: Tuesday, January 16, 2018 9:14:43 AM

Then I would like to put a bid in for 3500.00 for parcel number 18400039

Sent from my iPhone

> On Jan 16, 2018, at 8:50 AM, Steve Stone <steve.stone@brunswickcountync.gov> wrote:

>

> Good morning,

>

> You do not have to bid the tax value to have your bid considered. Because of the cost of the sales process, the Board of Commissioners usually do not consider bids of anything less than \$500.00, but will consider anything above that amount. It is true that the closer a bid comes to the current tax value the more likely the Board is to accept it, but it is fine for you to submit an initial bid of what you think the property is worth to you. Please let me know if I can help further. Thanks.

>

> Best regards,

> Steve

>

> Steven T. Stone

> Deputy County Manager

> County of Brunswick

> 30 Government Center Drive

> PO Box 249

> Bolivia, North Carolina 28422

> 910-253-2015

>

> www.brunswickcountync.gov

>

> -----Original Message-----

> From: Nicole [<mailto:heathcris@aol.com>]

> Sent: Friday, January 12, 2018 3:41 PM

> To: Steve Stone <steve.stone@brunswickcountync.gov>

> Subject: Surplus Land

>

> Hey mr Steve this is Heather Lewis I was the lady interested in the parcel number 18400039.. address for is 749 turnpike rd. Supply nc.. I just seen where it has to be the value of the 2015 tax.. to be able to submit a bid on the property..

>

> Sent from my iPhone



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- Tax Bill Search
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Parcel #: 18400039 Tax Year: 2017 Account #: 10049850

Owner Information BRUNSWICK COUNTY C/O FINANCE DEPT PO BOX 249 BOLIVIA, NC 28422	Tax Codes C ADVL TAX - BRUNSWICK COUNTY FR18FFEEFEE - SUPPLY FIRE
Property Information Land (Units/Type): 0.950 AC Address: 750 TURNPIKE RD SW CO	Township Lockwood Folly
Deed Information Date: 11/2013 Book: 03471 Page: 0705 Plat Book: Page:	Local Zoning RR
Legal Description 0.95 AC SR 1129	PIN 201919513140
Property Values	
Building:	0
OBXF:	0
Land:	20,750
Market:	20,750
Assessed:	20,750
Deferred:	0

Sales Information

No.	Book	Page	Month	Year	Instrument	Qual/UnQual	Improved	Price
1	01091	0118	05	1996	WD	Unqualified	Vacant	0
2	03471	0705	11	2013	WD	Unqualified	Vacant	0

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Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

Action Item # VII. - 3.

From: Administration - Surplus Property Offer Parcel 156LB033 (Steve Stone, Deputy County Manager)

Issue/Action Requested:

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

Background/Purpose of Request:

Parcel 156LB033 is .22 acre and is located on Sunset Dr. in Boiling Spring Lakes. It has a tax value of \$4,000.00. The County acquired parcels 156LB032 and 156LB033 together in April, 1985 for a total of \$852.84.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not applicable

County Manager's Recommendation:

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

ATTACHMENTS:

Description

- ☐ Property Offer
- ☐ Property Information

From: [B.Gray](#)
To: [Steve Stone](#)
Subject: Land bid for parcel 156LB033
Date: Friday, January 26, 2018 10:45:30 AM

Mr. Stone,

I would like to submit a bid of \$500.00 for parcel 156LB033

Be safe and cover six,

Brannon Gray
(910) 685-1153 CELL

"In this age, I don't care how tactically or operationally brilliant you are, if you cannot create harmony even vicious harmony on the battlefield based on trust across service lines, across coalition and national lines, and across civilian/military lines, you need to go home, because your leadership is obsolete." - General James Mattis

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Parcel #: 156LB033 Tax Year: 2017 Account #: 20074440

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

Tax Codes
C ADVL TAX - BRUNSWICK COUNTY
C120ADVL TAX - BOILING SPR LAKES
FR02FFEEFEE - BSL FIRE

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

Township
Town Creek

Deed Information
Date: 01/1753 Book: 00604 Page: 1025
Plat Book: Page:

Local Zoning
R2

Legal Description
L-74 S-1W BOILING 1SPRING LAKES

PIN
218017222055

Property Values

Building:	0
OBXF:	0
Land:	4,000
Market:	4,000
Assessed:	4,000
Deferred:	0

Sales Information

No.	Book	Page	Month	Year	Instrument	Qual/UnQual	Improved	Price
1	00604	1025	01	1753		Unqualified	Vacant	0

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Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

Action Item # VII. - 4.

From: Administration - Surplus Property Offer Parcel 156MA02001
Steve Stone, Deputy County Manager (Steve Stone, Deputy County Manager)

Issue/Action Requested:

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

Background/Purpose of Request:

Parcel 156MA02001 is .54 acre and is located on Lake View Dr. W. in Boiling Spring Lakes. It has a tax value of \$10,000.00 and was acquired by the County in June, 2013 for \$7,500.00.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not applicable

County Manager's Recommendation:

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

ATTACHMENTS:

Description

- ☐ Property Offer
- ☐ Property Information

From: [B.Gray](#)
To: [Steve Stone](#)
Subject: Land bid for parcel 156MA02001
Date: Friday, January 26, 2018 10:40:50 AM

Mr. Stone,

I would like to submit a bid of \$500.00 for parcel 156MA02001

Be safe and cover six,

Brannon Gray
(910) 685-1153 CELL

"In this age, I don't care how tactically or operationally brilliant you are, if you cannot create harmony even vicious harmony on the battlefield based on trust across service lines, across coalition and national lines, and across civilian/military lines, you need to go home, because your leadership is obsolete." - General James Mattis

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Parcel #: 156MA02001

Tax Year: 2017

Account #: 10049850

Owner Information

BRUNSWICK COUNTY
C/O FINANCE DEPT
PO BOX 249
BOLIVIA, NC 28422

Tax Codes

C ADVL TAX - BRUNSWICK COUNTY
C120ADVL TAX - BOILING SPR LAKES
FR02FFEEFEE - BSL FIRE

Property Information

Land (Units/Type): 1.000 LT
Address:

Township

Town Creek

Deed Information

Date: 12/2013 Book: 03481 Page: 0133
Plat Book: Page:

Local Zoning

R2

Legal Description

L-44 S-26W BOILING SPRING LAKE LAKE VIEW DR

PIN

218018218913

Property Values

Building:

0

OBXF:

0

Land:

10,000

Market:

10,000

Assessed:

10,000

Deferred:

0

Sales Information

No.	Book	Page	Month	Year	Instrument	Qual/UnQual	Improved	Price
1	00505	0760			WD	Unqualified	Vacant	0
2	03481	0133	12	2013	WD	Unqualified	Vacant	0
3	02193	0486	07	2005	WD	Qualified	Vacant	7,000

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Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

Action Item # VII. - 5.

From: Administration - Surplus Property Offer Parcel 156MA021 (Steve Stone, Deputy County Manager)

Issue/Action Requested:

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

Background/Purpose of Request:

Parcel 156MA021 is .41 acre and is located on W. North Shore Drive in Boiling Spring Lakes. It has a tax value of \$2,000.00 and was acquired by the County in June, 2013 for \$7500.00.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not applicable

County Manager's Recommendation:

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

ATTACHMENTS:

Description

- ☐ Property Offer
- ☐ Property Description

From: [B.Gray](#)
To: [Steve Stone](#)
Subject: Land Bid for parcel 156MA021
Date: Friday, January 26, 2018 10:39:25 AM

Mr. Stone,

I would like to submit a bid of \$500.00 for parcel 156MA021

Be safe and cover six,

Brannon Gray
(910) 685-1153 CELL

"In this age, I don't care how tactically or operationally brilliant you are, if you cannot create harmony even vicious harmony on the battlefield based on trust across service lines, across coalition and national lines, and across civilian/military lines, you need to go home, because your leadership is obsolete." - General James Mattis

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Parcel #: 156MA021

Tax Year: 2017

Account #: 10049850

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

Tax Codes
C ADVL TAX - BRUNSWICK COUNTY
CI20ADVL TAX - BOILING SPR LAKES
FR02FEEFEE - BSL FIRE

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

Township
Town Creek

Deed Information
Date: 12/2013 Book: 03481 Page: 0133
Plat Book: Page:

Local Zoning
R2

Legal Description
L-38 S-26W BOILING SPRING LAKE PLAT H/325

PIN
218018218786

Property Values

Building:	0
OBXF:	0
Land:	2,000
Market:	2,000
Assessed:	2,000
Deferred:	0

Sales Information

No.	Book	Page	Month	Year	Instrument	Qual/UnQual	Improved	Price
1	00825	0236	11	1990	WD	Unqualified	Vacant	0
2	02394	0755	05	2006	WD	Unqualified	Vacant	20,000
3	03481	0133	12	2013	WD	Unqualified	Vacant	0
4	01902	1151	02	2004	WD	Qualified	Vacant	5,000

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Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

Action Item # VII. - 6.

From: Administration - Surplus Property Offer Parcel 156LB032 (Steve Stone, Deputy County Manager)

Issue/Action Requested:

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

Background/Purpose of Request:

Parcel 156LB032 is .22 acre and is located on Sunset Dr. in Boiling Spring Lakes. It has a tax value of \$4,000.00. The County acquired parcels 156LB032 and 156LB033 together in April, 1985 for a total of \$852.84.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not applicable

County Manager's Recommendation:

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

ATTACHMENTS:

Description

- ☐ Property Offer
- ☐ Property Information

From: [B.Gray](#)
To: [Steve Stone](#)
Subject: Land bid for parcel 156LB032
Date: Friday, January 26, 2018 10:44:00 AM

Mr. Stone,

I would like to submit a bid of \$500.00 for parcel
156LB032

Be safe and cover six,

Brannon Gray
(910) 685-1153 CELL

"In this age, I don't care how tactically or operationally brilliant you are, if you cannot create harmony even vicious harmony on the battlefield based on trust across service lines, across coalition and national lines, and across civilian/military lines, you need to go home, because your leadership is obsolete." - General James Mattis

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Parcel #: 156LB032

Tax Year: 2017

Account #: 20074440

Owner Information

BRUNSWICK COUNTY
C/O FINANCE DEPT
PO BOX 249
BOLIVIA, NC 28422

Tax Codes

C ADVL TAX - BRUNSWICK COUNTY
C120ADVL TAX - BOILING SPR LAKES
FR02FFEEFEE - BSL FIRE

Property Information

Land (Units/Type): 1.000 LT
Address:

Township

Town Creek

Deed Information

Date: 01/1753 Book: 00604 Page: 1025
Plat Book: Page:

Local Zoning

R2

Legal Description

L-75 S-1W BOILING SPRING LAKE

PIN

218017222021

Property Values

Building:	0
OBXF:	0
Land:	4,000
Market:	4,000
Assessed:	4,000
Deferred:	0

Sales Information

No.	Book	Page	Month	Year	Instrument	Qual/UnQual	Improved	Price
1	00604	1025	01	1753		Unqualified	Vacant	0

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Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

Action Item # VII. - 7.

From:
Melanie Turrise - Human Resources

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

Issue/Action Requested:

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

Background/Purpose of Request:

Policy #547 Technology Acceptable Use would replace the current MIS Internet and E-mail Acceptable Use Policy. This policy would be incorporated into the Personnel Manual in lieu of maintaining a separate policy. This policy reinforces the need for technology resources and provides procedures on the proper use of all County provided technology resources.

In addition, staff requests to administratively amend Section V heading from Personal Conduct to Personnel Standards. This change will alleviate any possible confusion between Section V and Section II, Policy #250, Part 11, Failure in job-related personal conduct.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Advisory Board Recommendation:

Not applicable

County Manager's Recommendation:

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

ATTACHMENTS:

Description

- ☐ Proposed Technology Acceptable Use Policy
- ☐ Section V Header Update

SECTION V

~~PERSONAL CONDUCT~~ NET STANDARDS

Policy # 547

Technology Acceptable Use (Proposed *NEW 1/2018*)

PURPOSE: Brunswick County recognizes the various types of technology required to support the needs of citizens and County employees. Proper utilization of this resource can enhance partnership, community involvement and the exchange of information and ideas between citizens, businesses and local government. These resources also improve the quality, security, productivity and general cost-effectiveness of the County's workforce while providing information regarding services and activities internally and externally. Each user of a County-provided network access is responsible and accountable thereupon for the proper use of that resource.

SCOPE: This policy applies to all employees, contract employees, volunteers who use county provided technology and presents guidelines that can be used to determine appropriate use of technology resources.

POLICY AND PROCEDURE:

1.0 RESPONSIBILITIES

- 1.1 Employees must be mindful that, when utilizing all technology resources (computing devices, email, webpage content management, news group postings, social media, etc.), s/he is representing the County. All communication over assigned Brunswick County property must be legal, ethical, responsible and decent regardless of its origin.
- 1.2 County Management Information Services/Information Technology are the administrators for the County computer network. Therefore, Department Directors and/or the County Manager will coordinate with MIS to establish appropriate server, file and internet access for staff.
- 1.3 Employees must recognize that all information transmitted by, received from and stored on Brunswick County systems are the property of Brunswick County and, as such, are subject to inspection by County officials and may be available for public information requests. For security and maintenance purposes, and to ensure compliance with this policy authorized personnel may monitor equipment, systems and network traffic at any time.
- 1.4 Employees must comply with copyright and licensing laws covering programs and data obtained or provided electronically to others.
- 1.5 Employees shall maintain the confidentiality of Brunswick County Government private or confidential information and shall utilize appropriate methods to ensure the protection of confidential information.
- 1.6 When sending, replying, forwarding, or utilizing County provided communication, employees must identify themselves clearly and accurately. Anonymous or pseudonymous communication is forbidden.

- 1.7 The personal use of County provided electronic communication and technology for incidental purposes must not be excessive, strain County resources or interfere with job performance and must be conducted on an employee's own time during lunch or breaks. Employees shall not represent themselves or infer that they are an agent or officer of Brunswick County unless the communication pertains to official County business.
- 1.8 Software shall not be loaded onto any Brunswick County computing device, through any methods, without the prior approval of the Department Director and the MIS Department. This includes shareware, freeware, personal software, apps, or other internet distributed programs.
- 1.9 Employees are responsible for ensuring the physical security of their device and the data it contains. Therefore, employees must be diligent in locking or logging off their device to prevent unauthorized access when the employee is not present.
- 1.10 When an employee separates employment, the department is responsible for notifying Management Information Systems (MIS) immediately to coordinate restricting and removing access.

2. This policy prohibits:

- 2.1 Employees are prohibited from using the County's technology resources for private gain or profit.
- 2.2 Employees are prohibited from creating, sending, viewing, or storing messages, websites and/or images that may reasonably be regarded as offensive, obscene, racist, profane, illegal, or fraudulent and must insure that all correspondence and data are consistent with policies that address discrimination, harassment, solicitation and appropriate behavior.
- 2.3 Employees are prohibited from sharing with others their assigned passwords, credentials, access codes or other authentication devices. All passwords, access codes, etc. must be changed regularly, and may only be stored in a secure location.
- 2.4 Employees are prohibited from interfering with or disrupting any County technology network, services, programs, equipment, etc. Disruptions include, but are not limited to, debilitating programs, bulk e-mails, or emails with unauthorized attachments.
- 2.5 Employees are prohibited from making unauthorized entry to any computing device, network, program, etc. as a stand-alone device, via the network or internet and must not modify, copy or delete files and/or data belonging to other employees without prior consent.

3.0 VIOLATIONS

- 3.1 Any violation of this policy may result in disciplinary procedures up to and including dismissal.
- 3.2 Employees may appeal disciplinary actions resulting from violations of this policy in accordance with Policy# 610 Appeal/Adverse Action Procedure.
- 3.3 Deliberate actions and attempts to degrade or disrupt system/network performance, unauthorized access, or deliberate violations regarding confidential information will be viewed as criminal in nature under applicable state and federal law.

BRUNSWICK COUNTY PERSONNEL MANUAL

BRUNSWICK COUNTY PERSONNEL POLICY MANUAL

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BRUNSWICK COUNTY PERSONNEL MANUAL

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Deleted: PERSONAL CONDUCT

Deleted: 94



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

From:
Stephanie Lewis, Operation Services
Director

Action Item # VII. - 8.

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

Issue/Action Requested:

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.

Background/Purpose of Request:

Operation Services has estimated the cost to renovate the SBIC facility and move the contents of the current Hickman Crossroads Library at \$25,000. This includes upgrading existing lights to LED and adding additional LED lighting to the center area (future book area), adding hand rails to the stage area, reworking existing counter and bar area into the reception/front desk area, painting and sheetrock repairs, tile and carpet repairs, new door and lock into book area, scissor lift and box truck rentals, air quality testing, general supplies and materials. A budget amendment is requested for FY18 in the amount of \$25,000 to complete the renovation and moving project for the Hickman Crossroads Library.

Fiscal Impact:

Budget Amendment Required, Reviewed By Director of Fiscal Operations

Budget amendment is to transfer commissioner's contingency funding of \$25,000 to operation services for renovations to SBIC.

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend 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.

ATTACHMENTS:

Description

❏ 20180205 Budget Amendment Hickman's Crossroad Library.pdf

Request Info	
Type	Budget Amendment
Description	Hickman's Crossroad Library
Justification	Board Meeting 2/5/2018-Transfer commissioner's contingency funding of \$25,000 to operation services repair and maintenance buildings for renovations and moving of Hickman's Crossroads Library to the South Brunswick Isles Campus.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
109910	499100	Contingency	Contingency	-25000	Decrease	Credit
104280	435100	Operation Services	Repair and Maint - Building	25000	Increase	Debit

Total	
Grand Total:	0



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

Action Item # VII. - 9.

From:
Aaron Perkins, Director of Parks &
Recreation

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

Issue/Action Requested:

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.

Background/Purpose of Request:

Benesch has been working on developing a revised plan for the electrical plans for changing the athletic field lighting system from metal halide to LED in the amount of \$3,025 (Amendment #2).

Additional services are needed to complete the permitting for the project, in preparing documentation needed for a permit to disturb jurisdictional waters (ditch crossing). Work will be done by McGill's subconsultant, Land Management Group in the amount of \$1,740 (Amendment #3).

The total compensation for Amendment #2 and #3 is \$4,765.

With the changes completed, Alfred Benesch & Company is requesting additional compensation for their time. The attached letter is a request for those additional services. Their proposal provides the scope of their services and fees associated with additional services. The services performed exceed the scope outlined in the proposal.

Staff recommend approval of additional services in the total amount of \$4,765.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the current project.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not applicable.

County Manager's Recommendation:

Recommend 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.

ATTACHMENTS:

Description

- ▣ Ocean Isle Beach Park Phase 2 Design Amendment 2 & 3 Letters



Alfred Benesch & Company
2320 West Morehead Street
Charlotte, NC 28208
www.benesch.com
P 704-521-9880
F 704-521-8955

September 15, 2017

Mr. Aaron Perkins
Brunswick County Parks and Recreation
PO Box 249
Bolivia, NC 28422

RE: Ocean Isle Beach Park
Design Amendment #2

Dear Aaron:

Brunswick County contracted with Benesch for professional services for the expansion of Ocean Isle Beach Park. Recently, revisions were needed to the electrical plans for changing the athletic field lighting system from metal halide to LED. Additional services are needed to complete the design.

The additional services are needed for this reason:

- Electrical plans were completed to the 95% level based on metal halide type fixtures
- Requires recalculation of loads for each light pole
- Requires recalculation of all new voltage drops for each pole
- Requires recalculation of all lighting contact or cabinet schedules and loads
- Requires recalculation of panel board schedule and loads
- Requires recalculation of the service size again and re-coordinate with the power company
- Possibly shift pole locations

The following compensation is itemized below:

Additional Electrical Engineering Services	\$2,750
Additional Benesch Administrative Fee – 10%	\$275

The total compensation for the additional work is \$3,025 and will increase our agreement with Brunswick County by this amount. For billing purposes, a new line item will be added to future invoices called Amendment #2. Please let us know if you prefer to handle the change a different way. Otherwise, we will assume this written notification is sufficient.

Please call me if you have any questions.

Sincerely,

ALFRED BENESCH & COMPANY

A handwritten signature in black ink, appearing to read "Jeff Ashbaugh".

Jeff Ashbaugh, PLA
Senior Project Manager



Alfred Benesch & Company
2320 West Morehead Street
Charlotte, NC 28208
www.benesch.com
P 704-521-9880
F 704-521-8955

November 15, 2017

Mr. Aaron Perkins
Brunswick County Parks and Recreation
PO Box 249
Bolivia, NC 28422

RE: Ocean Isle Beach Park
Design Amendment #3

Dear Aaron:

Brunswick County contracted with Benesch for professional services for the expansion of Ocean Isle Beach Park. Additional services are needed to complete the permitting for the project.

The additional services are needed for this reason:

- Our initial professional services agreement with the County excluded any Section 401/404 permitting with the United States Corps of Engineers. Additional time and expense will be incurred to prepare documentation needed for a permit to disturb jurisdictional waters (ditch crossings). Work will be done by McGill's subconsultant, Land Management Group.

The following compensation is itemized below:

Additional USACE permit expenses	\$1,740
----------------------------------	---------

The total compensation for the additional work is \$1,740 and will increase our agreement with Brunswick County by this amount. For billing purposes, a new line item will be added to future invoices called Amendment #3. Please let us know if you prefer to handle the change a different way. Otherwise, we will assume this written notification is sufficient.

Please call me if you have any questions.

Sincerely,

ALFRED BENESCH & COMPANY

A handwritten signature in black ink, appearing to read "Jeff Ashbaugh".

Jeff Ashbaugh, PLA
Senior Project Manager



Brunswick County Board of Commissioners

ACTION AGENDA ITEM

February 5, 2018

Action Item # VII. - 10.

From:
Aaron Perkins, Director of Parks &
Recreation

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

Issue/Action Requested:

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 \$4,477,935.00 upon the County Attorney's review and approval of the contract, pay and performance bonds, certificate of Insurance, and E-Verify Affidavit.

Background/Purpose of Request:

A bid opening was held on January 11, 2018 to receive formal bids for the Ocean Isle Beach Park Phase 2 development project and (7) bids were received. The lowest responsive and responsible bidder was Carmichael Construction Company, Inc. from Southport, North Carolina in the amount of \$4,382,711.89 base bid without alternates. There are three alternates, alternate No.1 Install Basketball Courts \$75,000, Alternate No.2 Install Sod on Baseball/Softball Fields \$80,000 and Alternate No. 3 Install 6-Gauge fencing systems instead of 9-gauge fencing system. The total bid with all alternates is \$4,552,711.89. However, the initial bid with all alternates is approximately \$74,776.89 over project budget.

In efforts to meet the project budget staff reduced the general contingency by \$74,776.89 making the total bid with all alternatives \$4,477,935.00. With this change the Ocean Isle Beach Phase 2 Project is within budget.

Phase 2 development includes 4 Ball Fields, Press box Concession Stand with Restrooms, 6 Pickleball Courts, Dog Park, Parking Improvements, Walking Trail, Fitness Stations and 2 Basketball Courts.

An award recommendation letter from Alfred Benesch & Company along with the certified bid tabulation is provided. Additionally, a current projected project budget has been drafted by the Director of Parks & Recreation.

Approval of the award will initiate review of the contract once received from Carmichael Construction Company, Inc. and review by the County Attorney and approval by the County Manager. With approval of the award, staff anticipates Ocean Isle Beach Park will remain open for access to the Tennis Courts and Playground area during construction. It is estimated that the general contractor will begin construction at the end of March or early April. Barring any major setbacks, this is anticipated to be a 12-month project.

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 project ordinance transfers \$4,477,712 of reserve funds designated for the OIB Park project.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not applicable.

County Manager's Recommendation:

Recommend 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 \$4,477,935.00 upon the County Attorney's review and approval of the contract, pay and performance bonds, certificate of Insurance, and E-Verify Affidavit.

ATTACHMENTS:

Description

- ❑ Ocean Isle Beach Park Phase 2 Recommendation Letter
- ❑ Ocean Isle Beach Park Phase 2 Project Construction Budget
- ❑ 20180205 Budget Amendment OIB Construction Award.pdf
- ❑ 20180205 Budget Amendment OIB Construction Award Reserve.pdf
- ❑ 20180205 CPO Ocean Isle Beach Park Project.pdf



Alfred Benesch & Company
2320 West Morehead Street
Charlotte, NC 28208
www.benesch.com
P 704-521-9880
F 704-521-8955

January 17, 2018-Revised

Mr. Aaron Perkins
Brunswick County
Post Office Box 249
75 Courthouse Drive NE
Building G
Bolivia, North Carolina 28422

RE: Ocean Isle Beach Park Phase 2 Upgrades
Bid Recommendation

Dear Aaron:

Enclosed, please find supporting bid documentation for the Ocean Isle Beach Park Phase 2 Upgrades project. We have reviewed the bids and investigated the license requirements for the bidders. On that basis and discussions with County staff, we recommend that the County negotiate and execute a single prime general construction contract with the apparent low bidder, Carmichael Contracting Company, Inc.

The following award scenario is proposed below for consideration. Please refer to the enclosed supporting bid documentation for more information.

Award

Base Bid:		\$4,085,916.09
General Contingency:		\$204,295.80
UP-1 – Additional Excavation/Disposal On Site	500 CY @ \$15.00/CY	\$7,500.00
UP-2 – Additional Excavation/Disposal Off Site	500 CY @ \$25.00/CY	\$12,500.00
UP-3 – Additional Trench Excavation/Disposal Off Site	100 CY @ \$25.00/CY	\$2,500.00
UP-4 – Additional Imported Fill/Install/Compact in Place	500 CY @ \$35.00/CY	\$17,500.00
UP-5 – Additional Excavation /Place/Compact/On-Site Fill	100 CY @ \$25.00/CY	\$2,500.00
Allowance No. 2 Irrigation Booster Pump		\$35,000.00
Allowance No. 3 Construction Testing		\$15,000.00
Total Bid:		\$4,382,711.89

Additionally, the County will add these alternates to the contract amount:

Add Alternate No. 1 Install basketball courts	\$75,000.00
Add Alternate No. 2 Install sod playing surface for baseball and softball fields	\$80,000.00
Add Alternate No. 3 Install 6-gauge fencing system instead of 9-gauge fencing system	\$15,000.00
Total Bid including Add Alternates:	\$4,552,711.89

In efforts to meet the project budget the following reduction will be made:

Reduction

Reduce General Contingency	\$(74,776.89)
----------------------------	---------------



Mr. Aaron Perkins
Page |2

Total Construction Contract Amount with Reduction:

\$4,477,935.00

It is our understanding the County will discuss this award scenario at the next board meeting and if approved will issue a construction contract to Carmichael Contracting Company, Inc. for this amount.

We appreciate the opportunity to assist the County through this phase of the work and look forward to the start of construction in the near future. Please contact me if we can provide any additional information about this bid.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Ashbaugh".

Jeff Ashbaugh, PLA
Senior Project Manager

Ocean Isle Beach Park Phase 2 Upgrades
Ocean Isle Beach, NC
1/11/18
Bid for Single Prime

Contractor	License No.	Bid Bond	GFE	Addendum 1	UP-1	UP-2	UP-3	UP-4	UP-5	Total Bid w/o Alternates	Add Alternate No. 1 Basketball Courts	Add Alternate No. 2 Baseball/ Softball Fields Sed	Add Alternate No. 3 6-Gauge Fencing	Total with Alternates
J.P. Russ & Son	43804	X	X	X	\$ 4,000.00	\$ 7,500.00	\$ 1,800.00	\$ 7,500.00	\$ 1,000.00	\$ 4,585,750.00	\$ 104,900.00	\$ 45,000.00	\$19,650.00	\$ 4,755,300.00
L.M. McLamb & Son Construction	5267	X	X	X	\$ 2,500.00	\$ 6,000.00	\$ 1,500.00	\$ 6,000.00	\$ 500.00	\$ 4,870,235.30	\$ 125,000.00	\$ 43,800.00	\$ 12,480.00	\$ 5,051,515.30
Carmichael Construction	10584	X	X	X	\$ 7,500.00	\$ 12,500.00	\$ 2,500.00	\$ 17,500.00	\$ 2,500.00	\$ 4,382,711.89	\$ 75,000.00	\$ 80,000.00	\$ 15,000.00	\$ 4,552,711.89
East Coast Contracting	53756	X	X	X	\$ 2,625.00	\$ 6,300.00	\$ 1,880.00	\$ 8,455.00	\$ 735.00	\$ 4,415,000.00	\$ 89,900.00	\$ 95,700.00	\$ 11,500.00	\$ 4,612,100.00
Bordeaux Construction	9266	X	X	X	\$ 8,000.00	\$ 13,000.00	\$ 2,600.00	\$ 18,500.00	\$ 1,600.00	\$ 5,003,051.00	\$ 63,000.00	\$ 68,000.00	\$ 10,900.00	\$ 5,144,951.00
Pro Construction	26879	X	X	X	\$ 8,500.00	\$ 14,000.00	\$ 2,800.00	\$ 20,000.00	\$ 1,700.00	\$ 5,084,395.00	\$ 69,800.00	\$ 73,500.00	\$ 13,400.00	\$ 5,241,095.00
Muter Construction	73095	X	X	X	\$ 6,000.00	\$ 24,000.00	\$ 7,200.00	\$ 36,000.00	\$ 2,000.00	\$ 5,259,643.30	\$ 175,000.00	\$ 125,000.00	\$ 12,000.00	\$ 5,571,643.30

I hereby acknowledge that this is a true and accurate tabulation of bids received for Ocean Isle Beach Park Phase 2 Upgrades January 11, 2018 at 3:00 P.M.

Jeff Ashbaugh, PLA
Benesch
2359 Perimeter Pointe Parkway, Suite 350
Charlotte, NC 28208

BID FORM (PROPOSAL)

Single-Prime Contract Bidder: Carmichael Construction Company, Inc.

Bid Date: January 11, 2018

To: Brunswick County
Building G
69 Stamp Act Drive, NE
Bolivia, NC 28422

Gentlemen:

The undersigned Bidder, having carefully investigated the existing conditions at the project site, and having thoroughly familiarized himself with the Contract Documents as prepared by Alfred Benesch & Co, dated December 7, 2017, 2359 Perimeter Pointe Parkway, Suite 350, Charlotte, NC 28208, hereby proposes to provide all necessary labor, equipment, materials, services etc. to complete the construction of Ocean Isle Beach Park.

Base Bid: Four Million Eighty Five Thousand Nine Hundred Sixteen & 09/100 dollars (\$ 4,085,916.09)

Plus General Contingency: Two Hundred Four Thousand Two Hundred Ninety Five & 80/100 dollars (\$ 204,295.80)
(5% of Base Bid)

UNIT PRICES

Description	Quantity	Amount
UP-1 - Additional Excavation/Disposal On Site	500 CY @ \$ <u>15.00</u> /CY	(\$ <u>7,500.00</u>)
UP-2 - Additional Excavation/Disposal Off Site	500 CY @ \$ <u>25.00</u> /CY	(\$ <u>12,500.00</u>)
UP-3 - Additional Trench Excavation/Disposal Off Site	100 CY @ \$ <u>25.00</u> /CY	(\$ <u>2,500.00</u>)
UP-4 - Additional Imported Fill/Install/Compact in Place	500 CY @ \$ <u>35.00</u> /CY	(\$ <u>17,500.00</u>)
UP-5 - Additional Excavation /Place/Compact/On-Site Fill	100 CY @ \$ <u>25.00</u> /CY	(\$ <u>2,500.00</u>)

Total bid is all work in accordance with the aforementioned contract document including Base Bid, General Contingency, Allowance No. 2- Irrigation Booster Pump, Allowance No. 3- Construction Testing, UP-1 through UP-5, and Base Bid. UP-6 through UP-24 is not included in the Total Bid.

Allowance No. 2: Thirty Five Thousand & 00/100 dollars \$ 35,000.00
(Irrigation Booster Pump)

Allowance No. 3: Fifteen Thousand & 00/100 dollars \$ 15,000.00
(Construction Testing)

Total Bid: Four Million Three Hundred Eighty Two Thousand Seven Hundred Eleven & 89/100 dollars (\$ 4,382,711.89)

The following unit prices are submitted by the undersigned Bidder as a proposed basis for additive or deductive adjustment in the event contract changes in the work are required involving items described. Unit prices shall include all fees, taxes, profit, bond, overhead and similar items.

Unit prices are based on same standard of materials in contract documents.

UP-6 – Selective Thinning	1 acre @\$ 7,200.00 /acre (\$ 7,200.00)
UP-7 – Clearing	1 acre @\$ 7,500.00 /acre (\$ 7,500.00)
UP-8 – CABC Stone/Purchased/Compact in Place	100 tons @\$ 75.00 /Ton (\$ 7,500.00)
UP-9 – Mirafi 500 X Material/Purchased/Installed	100 SY @ \$ 3.00 /SY (\$ 300.00)
UP-10 – Tensar Geogrid, TX-5/Purchased/Installed	100 SY @ \$ 6.00 /SY (\$ 600.00)
UP-11 – 4" Perf. HDPE Pipe/Purchased/Installed	100 LF @ \$ 10.00 /LF (\$ 1,000.00)
UP-12 – 10" HDPE Pipe/Purchased/Installed	100 LF @ \$ 20.00 /LF (\$ 2,000.00)
UP-13 – 12" HDPE Pipe/Purchased/Installed	100 LF @ \$ 25.00 /LF (\$ 2,500.00)
UP-14 – 15" HDPE Pipe/Purchased/Installed	100 LF @ \$ 30.00 /LF (\$ 3,000.00)
UP-15 – Silt Fence/Purchased/Installed	100 LF @ \$ 4.00 /LF (\$ 400.00)
UP-16 – NAG-S-75 Channel Liner/Purchased/Installed	100 SY @ \$ 3.50 /SY (\$ 350.00)
UP-17 – USGA Sand/Imported/Installed	100 tons @ \$ 71.00 /Ton (\$ 7,100.00)
UP-18 – S9.5A Superpave Asphalt/Purchased/Installed	100 tons @ \$ 160.00 /Ton (\$ 16,000.00)
UP-19 – Soil Conditioner/Imported/Installed	100 CY @ \$ 75.00 /CY (\$ 7,500.00)
UP-20 – Grass Seed/Purchased/Installed	10,000 SF @ \$ 5.00 /SF (\$ 50,000.00)
UP-21 – Sod/Purchased/Installed	1,000 SF @ \$ 1.00 /SF (\$ 1,000.00)
UP-22 – Concrete Sidewalk	100 SY @ \$ 50.00 /SY (\$ 5,000.00)
UP-23 – 85/15 sand/peat root zone mix	100 CY @ \$ 120.00 /CY (\$ 12,000.00)
UP-24 – Asphalt repair	100 CY @ \$ 438.00 /CY (\$ 43,800.00)

ALTERNATES

The following Alternates pertain to this project.

Should any of the alternates as described in the contract documents for either park be accepted, the amount written below shall be the amount to be "added to" the total bid. If the alternate is left blank, then the Alternate would not change if the base bid if accepted.

The bidder agrees to construct the Alternate as described in the Contract documents for the following price. Acceptance of the alternate does not increase the contract time.

Add Alternate No. 1: Contractor to provide and install basketball courts where shown on plans.
(\$ 75,000.00)

Add Alternate No. 2: Contractor to provide and install sod playing surface for the baseball and softball fields.
(\$ 80,000.00)

Add Alternate No. 3:
Contractor to provide and install 6-gauge fencing system instead of 9-gauge fencing system for the baseball and softball fields.
(\$ 15,000.00)

The undersigned further agrees that this proposal shall be valid for a period of sixty days from the date of receipt of the bids and that if this proposal is accepted by Brunswick County within this period, the Bidder will execute the contract form and provide surety bonds as described in the Contract and required by North Carolina General Statutes.

The undersigned further agrees to begin the work promptly upon receipt of Notice to Proceed and to pursue the work with an adequate work force to complete the work as noted below:

The Contractor shall achieve Final Acceptance of the entire Work not later than 360 days from the date of commencement.

Accompanying this proposal is a bid security (5% of Contract Sum) in the form of: Bid Bond(AIA Doc. A310) as required by North Carolina General Statute.

The undersigned acknowledges receipt of the following addenda which will be considered as part of the Contract Documents:

Addendum No. 1	Dated 1/4/18
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Name of Bidder: Carmichael Construction Company, Inc.

Company

By: 
(Signature)

William Gary Carmichael, Jr.
(Typed Name)

Title: President

Address of Bidder: _____

Mailing: P.O. Box 11029, Southport, NC 28461

Physical/Shipping: 7297 River Rd. SE, Southport, NC 28461

Contractor's License No: 10584

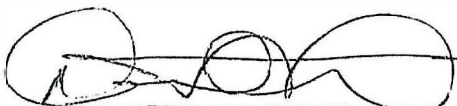
THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Carmichael Construction Co., Inc.
7297 River Road SE Southport NC 28461
as Principal, hereinafter called the Principal, and North American Specialty Insurance Company
5200 Metcalf OPN111 Overland Park KS 66202 - 1391
a corporation duly organized under the laws of the State of NH
as Surety, hereinafter called the Surety, are held and firmly bound unto Brunswick County
P.O. Box 249 Bolivia NC 28422
as Oblgee, hereinafter called the Oblgee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Ocean Isle Beach Park Phase 2 Upgrade

Signed and sealed this 11th day of January, 2018



Devinne Carmichael (Witness) Asst. Sec.

Carmichael Construction Co., Inc.

(Principal)

(Seal)

By:

Walter J. Carmichael

Sec./Treas.

(Title)

North American Specialty Insurance Company

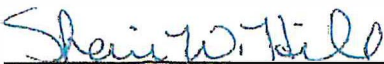
(Surety)

(Seal)

By:

W. D. Morris Jr.

(Title)



Sherri W. Hill (Witness)

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

W.D. MORRIS, JR.

FRANK W. HAFNER, III and SHERRI W. HILL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company: and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 16th day of August, 2016.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 16th day of August, 2016, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of January, 2018.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

Attest:

By:

Walter J. Carmichael

Title: Sec./Treas.

The following major subcontractors are included in the base bid:

Grading Subcontractor N/A (Carmichael Const. Co. to self-perform)

Paving Subcontractor Highland Paving

Concrete Subcontractor Freeman Concrete Company

Landscape Subcontractor Furr'st

Electrical Subcontractor Wootens Electric

Building Subcontractor Carmichael Const. Co./RA Casper

Court Subcontractor Net Results

Athletic Field Subcontractor Ballard Sports

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Brunswick

(Name of Bidder)

Affidavit of Carmichael Construction Company, Inc.

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 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 construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 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 and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ **5 – (10 pts)** Attended prebid meetings scheduled by the public 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 on a public construction or repair project when possible.
- ☐ **10 – (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

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 GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

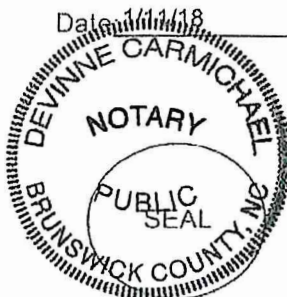
The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 1/11/18

Name of Authorized Officer: Walter J. Carmichael

Signature: _____

Title: Sec./Treas.



State of North Carolina, County of Brunswick

Subscribed and sworn to before me this 11th day of January, 2018

Notary Public: _____

My commission expires 3/8/2021

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid
**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.**

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 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 Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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 _____

AFFIDAVIT of COMPLIANCE

With N.C. E-Verify Statutes

**STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK**

I, Walter J. Carmichael (hereinafter the "Affiant"), duly authorized by and on behalf of Carmichael Construction Company, Inc. (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the Sec./Treas. (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.

2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

3. X Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

 Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.

5. Employer shall keep the County of Brunswick informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the 11th day of January, 2018

Affiant

STATE OF NORTH CAROLINA
COUNTY OF Brunswick

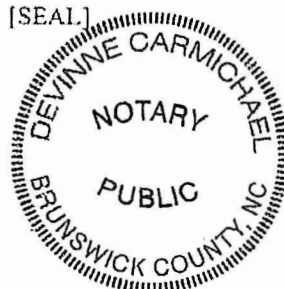
Walter J. Carmichael

Sworn to and subscribed before me, this the 11th day of January, 2018

Notary Public

My commission expires: 3/8/2021

[SEAL]



License Year

2018

License No.

10584

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Carmichael Construction Co., Inc.
Southport, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building; Highway; PU (Sewer Lines); PU (Water Lines); PU (Water Pur. & Sewage Disp.)

until

December 31, 2018

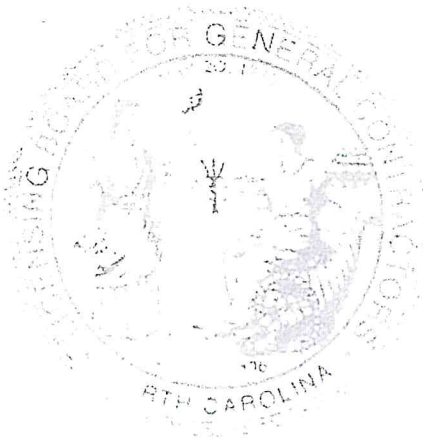
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2018

This certificate may not be altered.




Chairman


Secretary-Treasurer

Ocean Isle Beach Park Projected Project Budget

General Base Bid	\$ 4,307,935.00
Musco Lighting Contract	\$ 895,000.00
Brunswick Electric Contract	\$ 32,000.00
Brunswick County Capital Recovery Impact Fees	\$ 15,000.00
Site Master Plan and Survey	\$ 51,000.00
Planning/Eng/Proj Mgt/Permits#	\$ 379,065.00
TOTAL	\$ 5,680,000.00

Alternates

No.1 Basketball Courts	\$ 75,000.00
No.2 Sod Baseball/ Softball Fields	\$ 80,000.00
No.3 6-Gauge fencing system unstead of 9-gauge	\$ 15,000.00
	\$ 170,000.00

Project Total	\$ 5,680,000.00
Alternates	\$ 170,000.00
	\$ 5,850,000.00

Jan 29, 2018 prepared by Aaron Perkins, Director of Parks & Recreation

Request Info	
Type	Budget Amendment
Description	OIB Construction Award
Justification	Board Meeting 02/05/2018-Transfer \$4,477,712 of reserve funds designated for the OIB Park project to the project for award of the construction contract.
Originator	Tiffany Rogers

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr	
438204	398110	OIB Park Improvements	Trans Frm General Fund	4477712	Increase	Credit	
438204	464002	OIB Park Improvements	Construction	4477712	Increase	Debit	

Total	
Grand Total:	8955424

Request Info	
Type	Budget Amendment
Description	OIB Construction Award Reserve
Justification	Board Meeting 02/05/2018-Transfer \$4,477,712 of reserve funds designated for the OIB Park project to the project for award of the construction contract.
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	-4477712	Decrease	Debit
439801	464299	Interfund Trans Co Cap Reserve	Undesignated Funds	-4477712	Decrease	Credit

Total	
Grand Total:	-8955424

**COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE**

**Ocean Isle Beach Park Improvements
(438204)**

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:

State Revenues Restricted	300,000
Transfer from General Fund	<u>4,909,712</u>
Total County Capital Project Revenues	\$ 5,209,712

Expenditures:

Arch/Eng/Legal	432,000
Construction	<u>4,777,712</u>
Total County Capital Project Expenditures	\$ 5,209,712

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

Current Funds Appropriated	\$ 4,909,712
----------------------------	--------------

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

Contribution to Capital Project Fund	\$ 4,909,712
--------------------------------------	--------------

Section 4. This Capital Project Ordinance shall be entered into the minutes of the February 5, 2018 meeting of the Brunswick County Board of Commissioners.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

Action Item # VII. - 11.

From:
John Nichols, P.E.

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

Issue/Action Requested:

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.

Background/Purpose of Request:

The 2018 budget includes \$323,876 for services and hardware associated with an asset management, work order, inventory, and preventive maintenance program. In August 2017, Brunswick County Public Utilities issued a Request for Proposals for a Computerized Maintenance, Asset Management, Work Order Management, and Preventive Maintenance Software. An Asset Management Program is a requirement of North Carolina Department of Environmental Quality (NC DEQ). This system will provide a complete and integrated solution for Brunswick County Public Utilities assets and work management. The software will allow for the improved ability to prioritize investments and expenditures for the public water and wastewater infrastructure, enhance understanding of risk and consequences of investment decisions, and greatly improve work efficiencies by streamlining and mobilizing activities performed by customer service and maintenance operations.

A total of twelve proposals were received by qualified software consultants on September 12, 2017, with a year one cost range between \$103,000 and \$420,910. A selection committee comprised of Public Utilities, Customer Service, and Finance reviewed the proposals based on eight criteria: similar experience, team qualifications, schedule, project methodology, training approach, budget, integration with existing systems, and current customer references. Four highly qualified vendors were shortlisted and presented their solution to the following stakeholders: Public Utilities, Finance, Customer Service, MIS, and GIS. The stakeholder team recommends the project be awarded to the vendor who met and/or exceeded expectations, Lucity, Inc. Subsequent annual fees after the first year will be approximately \$40,000 for the hosted environment, software maintenance, and technical support. The proposal was evaluated in accordance with NCGS 143-129.8 Purchase of Information Technology Goods and Services.

Consequently, it is recommended that the Board approve the Notice of Award and authorize the Chairman and the Clerk to the Board to execute the Software and Professional Services Agreement with Lucity, Inc., in the amount of \$232,800.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Fund available in the current budget

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve 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.

ATTACHMENTS:

Description

- ▣ Utilities - Software License and Professional Services Agreement Lucity, Inc. - Attach 1

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

ARTICLES OF AGREEMENT

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

Brunswick County as “CLIENT” and **LUCITY INC** as “CONTRACTOR”

WITNESSETH:

Whereas, the CONTRACTOR (a Kansas Corporation with offices located at 10561 Barkley, Suite 100, Overland Park, KS 66212) owns certain software programs that are licensed under individual program titles which are known collectively as "*Lucity*TM Software"; and

Whereas, the CLIENT (*located at* 250 Grey Water Road NE, Supply, NC) would like to use, and the CONTRACTOR would like to grant the CLIENT the right to use, those software programs hosted on the CONTRACTOR's site, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property they contain; and

Whereas, the CLIENT is authorized and empowered to contract with the CONTRACTOR to provide professional services as hereinafter described; and

Whereas, the CONTRACTOR is registered in accordance with the laws of the State of Kansas, and is qualified to provide the professional services desired by the CLIENT; now, therefore,

IT IS AGREED THAT:

SECTION I – SOFTWARE LICENSE

The CONTRACTOR agrees to furnish various *Lucity* software programs, and grant the CLIENT a license to use these programs, in consideration of the mutual covenants and obligations expressed in the *Lucity*TM Software License Agreement attached as Exhibit “A”, wherein CLIENT is the Licensee. These programs shall consist of the items listed in the Schedule of Software attached as Exhibit “B”.

SECTION II – SCOPE OF SERVICES

The basic Scope of Services for the supply, implementation, support and maintenance of a Computerized Maintenance, Asset Management, and Work Order Management Software, herein referred to as “PROJECT”, is as follows:

1. The CONTRACTOR agrees to furnish and perform various professional services related to on-going software technical support and maintenance items outlined in the Software Support and Maintenance Provisions attached as Exhibit “C”.

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

2. The CONTRACTOR agrees to furnish and perform various professional services related to the items outlined the Schedule of Services attached as Exhibit “D”.
3. The CONTRACTOR agrees to furnish and perform various professional services related to the items outlined the Cloud Hosting Services attached as Exhibit “E”.

Any items beyond the basic Scope of Services shall be considered as Additional Services. If authorized in writing by CLIENT, CONTRACTOR shall furnish, or obtain from others, services resulting from significant changes in the basic Scope of Services.

The cost to perform Additional Services shall be based on the rates outlined in the Schedule of Costs and Payments attached as Exhibit “F”.

SECTION III – RESPONSIBILITIES OF THE CLIENT

The CLIENT shall provide information and assistance as follows:

1. Assist CONTRACTOR by placing at their disposal all available information pertinent to the PROJECT including data, standards, specifications, processes, workflows, and reports relative to the CONTRACTOR'S services.
2. Give prompt written notice to CONTRACTOR whenever CLIENT observes or otherwise becomes aware of any development that affects the Scope or timing of CONTRACTOR'S Services.
3. Bear all costs incident to compliance with the requirements of this Section III.

SECTION IV – SCHEDULE OF SERVICES

It is anticipated that the PROJECT as described in Section II will be completed and submitted to the CLIENT in accordance with the estimated schedule for major work items as shown on Exhibit “D”.

The work items described shall be carried out as expeditiously as possible. The CONTRACTOR shall not be liable to the CLIENT, if delayed in, or prevented from performing the work as specified herein through any cause beyond the control of the CONTRACTOR, and not caused by his own fault or negligence including acts of nature or the public enemy, inclement weather conditions, acts, regulations, or decisions of the Government or regulatory authorities after the effective date of this Agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

SECTION V – FEES AND PAYMENTS

The CLIENT shall compensate the CONTRACTOR for the Scope of Services as described in Section II of this Agreement an amount not exceeding the total cost as shown on Exhibit “F”.

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

The maximum compensation shall not be exceeded without further authorization of Additional Services.

Labor costs, costs associated with subcontract work, bonding costs, and direct expenses such as shipping, printing, telephone and commercial computer software are included in the maximum compensation.

Payment to the CONTRACTOR shall be made in accordance with the estimated schedule of billings for work items as shown on Exhibit "F". Invoices shall be due and payable to the CONTRACTOR within thirty (30) days of each billing.

Once this Agreement expires, or final payment has been requested and made, the CONTRACTOR shall have no more than thirty (30) days to present or file claims against the CLIENT concerning this Agreement. After that period, the CLIENT shall consider the CONTRACTOR to have waived any right to claims against the CLIENT concerning this Agreement.

The Fees and Payment provisions for the PROJECT, applicable to the *Lucity* software program licenses, provided in this Section V supersede the License Fee payment provisions provided in Section 6(a) and (b) of Exhibit "A".

SECTION VI – TERM AND TERMINATION

- A. The term of this Agreement shall be the same as set forth in Section 12 of Exhibit A with respect to the license identified in Exhibit B.
- B. The obligation to provide further services pursuant to the Scope of Services described in Section II of this Agreement may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination by the CLIENT, the CLIENT shall have the option of terminating on the same effective date the *Lucity*™ Software License Agreement attached as Exhibit A.
- C. The CLIENT may, at its sole option, terminate this Agreement and the Software License Agreement attached as Exhibit A for any reason by providing ninety (90) days' written notice to the CONTRACTOR of such termination.
- D. In the event of termination by the CLIENT, the CONTRACTOR shall be paid for all services rendered up to and including the date of termination.
- E. In the event that the CLIENT, for any reason, decides not to proceed with the PROJECT, this Agreement, including the Software License Agreement attached as Exhibit A, shall then be considered terminated; the CONTRACTOR shall be entitled to payment as described herein for all services provided under this Agreement. In such event, the CLIENT shall promptly notify the CONTRACTOR in writing of its decision not to

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

proceed with the PROJECT so that the CONTRACTOR can reassign his personnel and revise work schedules as may be required.

SECTION VII – INDEMNIFICATION

The CONTRACTOR shall indemnify and hold the CLIENT harmless from any and all liability, loss or damage the CLIENT may suffer as a result of claims, demands, costs or judgments against it arising out of the CONTRACTOR'S negligence in the performance of this Agreement.

The Indemnification provisions for the PROJECT provided in this Section VII are applicable to the Scope of Services referenced in Section II. The Indemnity provisions provided in Section 8 and the Limitations of Liability provisions provided in Section 11 of Exhibit A are applicable to the *Lucity*™ software program licenses.

SECTION VIII – OTHER GOVERNMENT/PUBLICLY FUNDED AGENCIES

If mutually agreeable to all parties, the issuance of any resulting contract/purchase order referencing these specifications and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified herein shall apply.

SECTION IX – GENERAL CONSIDERATIONS

And, finally it is agreed that:

- A. All services shall be under the direction of qualified personnel.
- B. The Scope of Services covered by this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. Modification of the terms of this Agreement may be made that would modify the maximum fees stated in the Agreement when mutually agreed by and between the CONTRACTOR and the CLIENT, and shall be incorporated in written amendments to this Agreement. The CONTRACTOR shall have no obligation to perform services in connection with a change in the Scope of Services unless the cost thereof shall be agreed to by amendment.
- C. The CONTRACTOR reserves the right to renegotiate this Agreement if this Agreement is not signed by the CLIENT within ninety (90) days after submittal.
- D. The following Exhibits are attached to and made a part of this Agreement:
 - Exhibit “A” - *Lucity*™ Software License Agreement
 - Exhibit “B” - Schedule of Software
 - Exhibit “C” - Software Support and Maintenance Provisions
 - Exhibit “D” - Scope of Services

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

Exhibit “E” - Cloud Hosting Services
Exhibit “F” - Schedule of Costs and Invoicing

In the event of any conflict between the attached Exhibits and this Agreement, the terms of this Agreement shall govern.

- E. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- G. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- H. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys’ fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.
- I. This Agreement shall be governed by and construed under the laws of the State of North Carolina without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Brunswick County, North Carolina.

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

CLIENT: **Brunswick County, NC**

CONTRACTOR: **Lucity, Inc**

By: _____

By: Donald E. Pinkston, Jr.

Title: _____

Title: President & CEO

Date Signed: _____

Date Signed: _____

Clerk to the Board

EXHIBIT "A"

Lucity™ Software License Agreement

IMPORTANT – READ CAREFULLY BEFORE INSTALLATION

This software is subject to acceptance of the Lucity™ Software License Agreement. Lucity, Inc. (Lucity) is willing to license this software to you only upon the condition that you accept all of the terms and conditions contained in the Lucity™ Software License Agreement and any stated Special Provisions.

THIS AGREEMENT ("**Agreement**") is between Lucity, Inc., a Kansas corporation with its principal place of business at 10561 Barkley, Suite 100, Overland Park, KS 66212 ("**Lucity**"), and **Licensee** with its software programs accessing databases residing at **Licensed Site**.

RECITALS

WHEREAS, Lucity owns certain software programs that are licensed under individual product titles which are known collectively as "**Lucity™ software**";

WHEREAS, Licensee would like to use, and Lucity would like to grant Licensee the right to use, those software products, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property they contain.

Now, THEREFORE, Lucity and Licensee agree as follows:

1. DEFINITIONS.

"**Program(s)**" means the object code versions of the computer software products, databases, and related documentation.

"**Users**" means (i) the specified number of persons permitted to access all Programs (i.e. Named Users), (ii) the specified maximum number of persons permitted to access a Program (i.e. Seats), or (iii) the specified number of computer hardware devices permitted to provide access to a Program (i.e. Installs).

"**Clients**" means the number of individual database setups that can be accessed by a Program.

"**Licensed Site**" means the location at which the Licensee will be permitted to store the databases used by the Program(s).

"**Effective Date**" means the date of receipt of Licensee's purchase order citing this Agreement.

2. LICENSE GRANT.

(a) **License.** Subject to the terms and conditions of this Agreement, Lucity grants Licensee a fee-bearing nonexclusive license to use the object code versions of the Program(s) for its internal purposes during the term of this Agreement; provided, however, that (i) the number of Users of each Program shall not exceed the permitted number of persons or devices for each such Program, (ii) the number of individual database setups that can be accessed by each Program shall not exceed the number of Clients for each such Program, and (iii) the location at which the databases accessed by the Program(s) reside shall be the Licensed Site designated herein.

(b) **Copying.** Licensee may make only as many copies of each Program as are necessary for Licensee to utilize the total Users for each such Program.

(c) **Future Licenses.** Lucity and Licensee may, by mutual agreement, include future licenses of the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from Lucity) referencing this Agreement and the Program(s) to be licensed. Such future Program(s) shall be included as Program(s) under this Agreement. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed.

(d) **Limited Grant.** Except as expressly provided in this Section 2, Lucity grants and Licensee receives no right, title or interest in or to the Programs or any other deliverables provided by Lucity in connection with this Agreement and Lucity reserves and retains all such right, title, and interest.

(e) **Disaster Recovery and Testing.** The Licensee is permitted to install the Programs at its internal disaster recovery site and to store copies of the databases used by the Programs for the purposes of testing its disaster recovery plan. The Licensee is also permitted to install the Programs in a testing environment at its Licensed Site and to store copies of the databases used by the Programs for the purposes of testing future releases and training users.

3. LICENSE RESTRICTIONS.

(a) **No Reverse Engineering.** Licensee agrees not to disassemble, decompile, reverse analyze, or reverse engineer the Program(s).

(b) **No Modification.** Licensee agrees not to modify the Program(s) without the written consent of Lucity.

(c) **No Copying.** Licensee agrees not to copy the Program(s), in whole or in part, except for a reasonable number of back-up copies and copies for disaster recovery and testing purposes, and as may be necessary to utilize the total Users for a given Program.

(d) **No Third Party Use.** Licensee will not use the Program(s) in any manner to provide computer services to third parties.

(e) **Training.** Licensee will not use the Program(s) until its personnel have received sufficient training in the configuration and use of the Program(s) to generate accurate data from the operation of the Program(s).

4. PROPRIETARY RIGHTS.

(a) **Lucity's Property.** The Program(s), in whole and in part and all copies thereof, are and will remain the sole and exclusive property of Lucity.

(b) **Licensee's Property.** Any and all information provided by Licensee, as well as any and all information generated by Licensee's use of the Programs (specifically excluding Program code), shall remain the sole and exclusive property of Licensee.

(c) **Proprietary Notices.** Licensee will not delete or alter any copyright, trademark, and other proprietary rights notices of Lucity and its licensors appearing on the Program(s). Licensee agrees to reproduce such notices on all copies it makes of the Program(s).

5. DELIVERY.

Lucity will deliver license codes for the Program(s), which provide for downloading of installation components by Licensee, to Licensee within a reasonable time of execution of this Agreement by both parties.

6. FEES AND TAXES.

(a) **License Fee – Named Products Licensing.** As consideration for the rights granted to Licensee under the Agreement set forth in Section 2 of this Agreement, Licensee shall remit payment to Lucity the License Fee within thirty (30) days of the delivery of license codes for the Program(s). Late payments will be subject to a late fee of one and one-half percent (1-1/2%) per month or the maximum rate permitted by applicable law, whichever is less. Lucity may publish revised fee schedules from time to time, and any fees for future licenses for the Program(s) included under this Agreement shall be determined by Lucity's then-current fee schedule.

(b) **Annual Fee – Named Users Licensing.** As consideration for the rights granted to Licensee under the Agreement set forth in Section 2 of this Agreement, Licensee shall remit payment to Lucity (i) the appropriate Annual Fee within thirty (30) days of the Effective Date, and (ii) the appropriate Annual Fee within thirty (30) days of anniversary of the Effective Date for each renewal period. Late payments will be subject to a late fee of one and one-half percent (1-1/2%) per month or the maximum rate permitted by applicable law, whichever is less. Lucity may publish revised fee schedules from time to time, and any fees for renewal periods for the Program(s) included under this Agreement shall be determined by Lucity's then-current fee schedule.

(c) **Taxes.** Fees due under this Agreement do not include any taxes. Licensee will be responsible for, and will promptly pay, all taxes of whatever nature (including but not limited to sales and use taxes) resulting from or otherwise associated with this Agreement or Licensee's receipt or use of the Program(s), except income taxes based on Lucity's income. In lieu of payment of such taxes, Licensee shall provide Lucity with proof of Licensee's tax exempt status.

7. WARRANTIES.

(a) **Warranty.** Lucity warrants that during twelve (12) months following the delivery of the license codes for the Program(s):

- (i) the Program(s) will be capable of performing in the manner described in all the documentation in all material respects; and
- (ii) the installation components of the Program(s) will be free from defects in materials and workmanship.

(b) **Exclusive Remedy.** In the event that the Program(s) or installation components fail to conform to such warranty, as Licensee's sole and exclusive remedy for such failure Lucity will, at its option and without charge to Licensee, repair or replace the Program(s) or installation components or refund to Licensee the License Fee paid, provided that the nonconforming item is returned to Lucity within the 12-month warranty period.

(c) **Disclaimer.** The Warranties provided in this Section are in lieu of all other warranties, express and implied, including but not limited to any implied warranties of Merchantability, and Fitness for a Particular Purpose.

8. INDEMNITY.

(a) **Duty to Indemnify and Defend.**

(i) Lucity will defend or settle at Lucity's own expense, any action or other proceeding brought against Licensee to the extent that it is based on a claim that the use of the Program(s) as licensed in this Agreement infringes any U.S. copyright or that the Program(s) incorporates any misappropriated trade secrets.

(ii) Lucity will pay any and all costs, damages, and expenses (including but not limited to reasonable attorneys' fees) Licensee becomes obligated to pay in any such action or proceeding attributable to any such claim.

(iii) Lucity will have no obligation under this Section as to any action, proceeding, or claim unless: (A) Lucity is notified of it promptly; (B)

EXHIBIT "A"

Lucity™ Software License Agreement

Lucity has sole control of its defense and settlement; and (C) Licensee provides Lucity with reasonable assistance in its defense and settlement.

(b) Injunctions. If Licensee's use of any Program(s) under the terms of this Agreement is, or in Lucity's opinion is likely to be, enjoined due to the type of infringement or misappropriation specified in Section 8(a)(i), then Lucity may, at its sole option and expense, either:

(i) procure for Licensee the right to continue using such Program(s) under the terms of this Agreement;

(ii) replace or modify such Program(s) so that it is noninfringing and substantially equivalent in function to the enjoined Program(s); or

(iii) if options (i) and (ii) above cannot be accomplished despite the reasonable efforts of Lucity, then Lucity may both:

(A) terminate Licensee's rights and Lucity's obligations under this Agreement with respect to such Program(s); and

(B) refund to Licensee the unamortized portion of the License Fee paid based upon a 5 year straight-line depreciation, such depreciation to be deemed to have commenced on the effective date of this Agreement.

(c) Exclusive Remedy. The foregoing are Lucity's sole and exclusive obligations, and Licensee's sole and exclusive remedies, with respect to infringement or misappropriation of intellectual property rights. Lucity makes no separate warranty of noninfringement under or in connection with this agreement.

(d) Exceptions. Lucity will have no obligations under this Section 8 with respect to infringement or misappropriation arising from: (i) modifications to the Program(s) that were not made by Lucity (whether or not authorized by Lucity); (ii) Program(s) specifications or modifications requested by Licensee; or (iii) the use of Program(s) with products (including but not limited to software) not provided by Lucity.

iv With respect to bodily injury, property damage, or personal injury other than copyright infringement or misappropriation of trade secrets, Lucity will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the Licensee and/or any of its agents, officials and employees from any and all claims demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by Licensee on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of Lucity, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Lucity and/or its subcontractors or claims under similar such laws or obligations. Lucity's obligations under this paragraph do not extend to any liability caused by the sole negligence of Licensee or its employees.

9. CONFIDENTIAL INFORMATION.

(a) Definition. "Confidential Information" refers to: (i) the Program(s), including but not limited to their software source code, and any related documentation or technical or design information related to the Program(s); (ii) the business or technical information of Lucity, including but not limited to any information relating to Lucity's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (iii) any information reasonably and appropriately designated by Lucity as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential under applicable law; and (iv) the terms and conditions and existence of this Agreement.

(b) "Confidential Information" will not include information that:

(i) is in or enters the public domain without Licensee's breach of this Agreement;

(ii) Licensee receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or

(iii) Licensee party develops independently, which it can prove with clear and convincing written evidence.

(c) Confidentiality Obligations. Licensee agrees to take all measures reasonably required in order to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures Licensee uses to maintain the confidentiality of its own information of equal importance.

(d) Employee Confidentiality Procedures. Licensee agrees to inform its employees of their confidentiality obligations regarding the Program(s) and other Lucity Confidential Information. Licensee further agrees to ensure that

contract employees (including temporary employees) of Licensee agree to confidentiality obligations similar to those of this Agreement.

10. MAINTENANCE AND SUPPORT.

(a) Named Products Licensing. Lucity and Licensee may, by mutual agreement, include the maintenance and support services described in the software's online help for the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from Lucity) referencing this Agreement and the Program(s) to be included under such services. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed. Maintenance and support services are provided at a rate and for a term as mutually determined by Lucity and Licensee for the scope of services to be provided by Lucity for the Program(s) to be included under such services.

(b) Named Users Licensing. The Annual Fee for the Program(s) included under this Agreement includes the maintenance and support services described in the software's online help.

12. TERM AND TERMINATION.

(a) Term – Named Products Licensing. Except as expressly provided in this Section 12, this Agreement will continue in full force and effect perpetually.

(b) Term – Named Users Licensing. Except as expressly provided in this Section 12, this Agreement will continue in full force and effect for one (year) from the Effective Date of this Agreement, with automatic renewal for subsequent one (1) year periods.

(c) Termination. Either party will have the right to terminate this Agreement if other breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days of written notice.

(d) Effect of Termination – Named Products Licensing. If this Agreement is terminated, Licensee will immediately return to Lucity, or Lucity's designated representative, or (at Lucity's request) destroy all copies of the Program(s) in its possession or control, and an officer of Licensee will certify to Lucity in writing that it has done so.

(e) Effect of Termination – Named Users Licensing. If this Agreement is terminated, license codes for the Program(s) included under this Agreement will expire and the Program(s) included under this Agreement will be effectively disabled.

(f) Survival. The provisions of Sections 4 (Proprietary Rights), 6(b) (Taxes), 7(b) and (c) (Warranties Exclusive Remedy and Disclaimer), 8(c) and (d) (Infringement Exclusive Remedy and Exceptions), 9 (Confidential Information), and 11 (Limitations of Liability) will survive termination of this Agreement for any reason.

(f) Nonexclusive Remedy. The exercise by Lucity of any remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

13. GENERAL PROVISIONS.

(a) Audit Rights. Licensee agrees to allow Lucity, at Lucity's sole expense, upon reasonable written notice, and during Licensee's ordinary business hours, to visit the facilities in which Licensee uses the Program(s) and review Licensee's practices with regard to the Program(s).

(b) Assignment. This Agreement will bind and inure to the benefit of each party's successors and assigns, provided that either party may not assign this Agreement, in whole or in part, without written consent of both parties.

(c) Modifications. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

(d) Conflicting Terms. Purchase orders or similar documents relating to the Program(s) issued by Licensee will have no effect on the terms of this Agreement.

(e) Notices. All notices under this Agreement will be deemed given when delivered personally or upon receipt of by U.S. certified mail, return receipt requested, to the address shown below or as may otherwise be specified by either party to the other in accordance with this Section.

(f) Severability. If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

(g) Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

(h) Entire Agreement. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. No purchase orders, acknowledgments, invoices, or other documents exchanged in the ordinary course of business shall modify or add to the terms and conditions of this Agreement.

EXHIBIT “A”
***Lucity*[™] Software License Agreement**

(i) Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the state in which Licensee is located.

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EXHIBIT “B”
Schedule of Software

For the Project Lucy agrees to furnish licenses of the various *Lucy*™ software programs listed in the table below, and grant the CLIENT such licenses to use these programs for the fees as indicated, in consideration of the mutual covenants and obligations expressed in the *Lucy*™ Software License Agreement provided as Exhibit “A”.

LucyAM Product	Named Products Model	
	Quantity	Unit
Work	1	Site
Assets	1	Site
GIS Desktop	1	Site
GIS Web	1	Site
Mobile	1	Site
REST APIs	1	Site
Citizen Portal	1	Site

Notes

- The applicable licensing model is “Named Products”.
- The total amount of license fees is a one-time cost for a perpetual licensing term.
- Cost for the Constant Connection Program for technical support and software maintenance is additional.
- There are no use or installation restrictions with a “Site” license.

EXHIBIT “C”

Software Support and Maintenance Provisions

For the various *Lucity*™ software programs listed in Exhibit “B”, Lucity agrees to furnish to the Licensee resources and perform various professional services related to on-going software technical support and maintenance as outlined in this Exhibit “C”.

Constant Connection Program Resources and Services

On-going software technical support and maintenance resources and services provided through the Lucity Constant Connection Program are summarized in the following attachment titled “LucityAM Technical Support and Software Maintenance”.

Constant Connection Program Fees and Renewal

Named Products Licensing. The fee basis for the Lucity Constant Connection Program is twenty percent (20%) of the total non-discounted software license fees for covered products. For the software programs listed in Exhibit “B”, fees for the Constant Connection program are waived for “Year 1” - the twelve (12) months following the software installation (or production cloud deployment).

Access to Lucity Constant Connection Program resources and services in subsequent years is renewable annually for the software programs by mutual agreement and is subject to an inflationary increase not to exceed two and one-half percent (2.5%) each year.

Constant Connection Program Levels of Services

Our goals are to provide customers immediate response during regular Help Desk hours (Monday – Friday, 7:00 am-7:00 pm CST), and resolve issues as soon as possible. An outline of our categorization/prioritization of support issues and formal response/resolution commitments follows.

- **Critical Issues**
 - Customer is unable to use a LucityAM application, or system component has a failure such that normal work operation is significantly impacted (e.g., users cannot open Work Orders)
 - Response time to acknowledge issue and begin working on corrective action within two (2) business hours
 - Commitment to continue working on problem until resolution, or an acceptable temporary fix (i.e., patch) is deployed
- **Standard Issues**
 - Issue exists with an application but majority of functions are still usable and some reasonable circumvention or work-around is possible to provide service, or failing function or work-around does not significantly impact normal work operation
 - Response time to acknowledge issue no more than four (4) business hours
 - Provide resolution with next upgrade release (new versions, service packs or patches), and not more than ninety (90) business days (unless otherwise agreed between customer and Lucity)
- **Minor Issues**
 - Issue does not affect an application’s function (e.g., text of message or report is poorly worded or misspelled)
 - Response time to acknowledge issue no more than eight (8) business hours
 - Provide resolution with next two upgrades, and not more than one-hundred and eighty (180) business days (unless otherwise agreed between customer and Lucity)

LucityAM Version Support Policy

Details about version support policy can be found here –

<https://lucity.zendesk.com/hc/en-us/articles/202489370-Version-Support-Details>.

EXHIBIT “D”
Scope of Services

EXECUTIVE SUMMARY

Project Overview

Brunswick County project goals are to make the public utility department (BCPU) more efficient through automating work orders, asset maintenance, and asset management (AM); providing tools for real time access to information concerning work completed and performance of business assets; enabling and empowering employees to become more efficient, productive and responsive; successfully overcoming current business process obstacles and challenges.

The LucityAM solution provides the flexibility to manage all BCPU assets through standard out-of-the box configuration, while enabling each division/function to define specific requirements for workflows, user interfaces, dashboards, and reporting purposes.

Brunswick County is committed to the adoption of industry best practices for AM functions performed. Thus, BCPUs is willing to adopt new procedures and workflows', where doing so brings these processes into full alignment with the LucityAM solution for achieving industry best practices.

Product Summary

The table below aligns the LucityAM products included with this project, with the required asset and work management functions they provide.

LucityAM Product	AWOM Features
Work	Service requests
	Work orders
	Preventive maintenance
	Inventory/parts
	Workflow management
	Warehouse
Assets	Asset register
	Inspections
	KPIs and service lives
GIS Desktop	ArcGIS integration
GIS Web	
Mobile	Mobile devices
REST APIs	CIS Infinity integration

These products will be configured and deployed to the BCPU Functional groups identified for this project, which include Water Distribution, Sewer Collection, Treatment & Pumping, and Purchasing & Inventory.

Project Timeline

It's expected that the project will span ten (10) months. In general the plan phases will follow the

EXHIBIT “D” Scope of Services

schedule estimates below. Specific start and end dates to the project tasks will be revised during the Initiate & Plan phase.

Phase	Start Month	End Month
Initiate & Plan	March	May
Configuration	June	September
Testing	October	October
Training	November	December

Project Methodology

PMI Methodology (Initiate, Plan, Execute, Monitor & Control, and Closing) will be used as the framework for managing the project. However, Lucy does not focus on the “academics” of this methodology but rather by applying the expertise and knowledge gained from years of managing and implementing similar projects.

PROJECT GOVERNANCE

The project governance structure below is developed to provide a decision making framework that is streamlined to govern BCPU’s investment in the project. The Project will be governed by the roles and responsibilities below:

Client Governance

Client Project Manager/Coordinator: Project Accountability – Overall execution, monitoring, controlling and closure of the project.

Steering Committee: Business Case Accountability – Ensures that the project delivers the solution to meet the overall business case for which it was funded/approved.

Executive Sponsor(s): Keeps project aligned with organization's business and operational strategy and direction

Lucy Governance

Project Manager: Budget & Schedule Accountability – Project is on budget and on time

Implementation Lead: Service Accountability – Services are rendered in accordance with scope of work, with the overall project goals being delivered.

Project Specialist: Client Advocate – Project quality control and quality assurance, ensure client’s needs are met.

Executive Management: Exceptions Accountability – Address exceptions and conflicts that may arise when project parameters are mis-aligned between the project teams.

Acceptance and Acknowledgement Process

During the course of the project a number of user acceptance criterion for the LucyAM application and business work flow processes will be identified. This acceptance criterion will be detailed in each Phase and/or task identified within the project plan. The acceptance and/or acknowledgement process may differ between tasks. That is, acceptance may require a formal sign-off on the deliverable or it may simply just require an acknowledgement (without a formal sign-off). Some deliverables throughout the

EXHIBIT “D”
Scope of Services

project may not be static and will require updates and revisions throughout the life of the project (ie Implementation Plan as a baseline document but may require updates through the process, Integration/Testing, Data Migrations/Testing).

Upon receipt of a project deliverable, BCPU will have ten (10) business days to approve or reject the deliverable. Receipt of an accepted deliverable will be confirmed by Lucy within five (5) business days. The rejection of a project deliverable will require BCPU to document the deficiency and provide instruction on remediating the deficiency to an acceptable condition. Lucy will respond within five (5) business days with 1) a new deliverable or 2) an actionable plan to remedy the deficiency in a specific timeframe. Acceptance of the deliverable can be initiated by the Project Coordinator or Executive Sponsor.

The BCPU Project Coordinator will be notified by the Lucy Lead Implementer of upcoming deliverables so to allow the BCPU Project Coordinator adequate time to align resources for review during the review timeline in order to meet mutually agreed upon response timelines.

OVERALL PROJECT ASSUMPTIONS

Project, Resources, and Scheduling

- Onsite meetings, scheduled at the client’s location, will require a minimum of three (3) week lead time to coordinate travel and minimize direct expenses to the project.
- Meetings & Workshops
 - Convene weekly meetings in the beginning of the project, then adjust to bi-weekly as project progresses, to review project plan completion status and requirements/deadlines/needed reviews of the upcoming week
 - Provide agendas and “Trip Report” documents
- Responsibilities for Weekly Meetings
 - At the least, the project coordinator for BCPU will be present at these weekly meetings and pull any resources required from the Client for the weekly agenda.
- Lucy will prepare the agenda and items for discussion, and progress reports of the meetings and workshops.
- Invoicing
 - Prepare billing summaries based on work performed and completed. Send invoices to the County for approval and payment processing

EXHIBIT “D” Scope of Services

Data Migration

- All data sources have not been identified or reviewed by the project team. As such the data migration effort is limited to the level of service estimated for data conversion and data import tool training.

Data Exchanges/Integrations

- Data exchanges with BCPU’s SCADA system will require LucyAM to have direct access to the SCADA database, a historian database, or an exported reading file (text).
- The CIS Infinity GAP Analysis will require coordination with Advanced Utility Systems. BCPU will assist in coordinating discussions and requests for information required from Advanced.
- Lucy will have access to a test environment of any 3rd party system for which BCPU requires integration.
- BCPU GIS data can be accessed through a service hosted on premise (ArcGIS Enterprise) or through ArcGIS Online (AGOL). BCPU is responsible for any ESRI licensing needs.
- BCPU GIS Feature classes support a BCPU defined asset ID or facility ID, that is unique, and is maintained (does not change based on GIS maintenance).

Modifications

- BCPU has established business processes that must be accommodated within the LucyAM solution for a successful implementation. However, BCPU recognizes that certain business processes may change if; 1) it’s recognized that the LucyAM solution introduces a more efficient workflow or greater benefit to the organization, 2) the modification follows best practices, or standard industry practice as it relates to utility management and operation. The client recognizes that LucyAM is a commercial-off-the-shelf solution and is not custom software. As such, Lucy cannot guarantee
- There are no software modifications included in the scope of work. If software modifications are required in order to meet or significantly enhance a client workflow or goal, Lucy will, at its own discretion, determine if the modification can be accommodated, and whether the client should share in the development costs.

Forms and Reports

- The client will be provided all of the reports and forms as part of the standard LucyAM solution. In addition Lucy will provide up to five (5) custom reports, developed through Crystal reports and delivered to the client’s hosted LucyAM environment. Client report needs beyond the five (5) custom reports will require a separate service agreement/scope.

Hardware and Software

- The LucyAM solution will be deployed in the Cloud using AWS. As such the Client will not require server or workstation hardware to utilize the solution. Access to the LucyAM

EXHIBIT “D” Scope of Services

environment will be provided through standard web browsers (Chrome is the preferred browser). However, utilization of the Lucy Mobile apps will require the client provide mobile devices (hardware) in the form of phones and/or tablets, compatible with Android or iOS operating systems.

Environments and Databases

- Lucy will be hosting a single, production environment in the cloud, managed in Amazon (AWS). Additional services provided with the hosted deployment can be found in Exhibit “E”.

Training/Education

- BCPU will provide the necessary facility and equipment to host the onsite training and education process. The training facility should include a classroom style setting, a digital projector or wide-screen TV/monitor, end user workstations/tablets (optional, but recommended), and internet connectivity. The training room should accommodate (at minimum) fifteen (15) participants at any one time.
- Lucy will provide standard training documents and video’s, and will provide these to BCPU in digital form only (no paper/hardcopies). BCPU will be responsible for developing any custom training manuals needed for the onsite or remote training sessions.

Assumption Mitigation

Both parties recognize that assumptions and or interpretations may occur during the course of the project that could lead to disagreements between project teams. Both parties agree to communicate often regarding these issues and will work in good faith to remedy them as quickly as possible. It’s in the interest of both parties to maintain a long term solution and relationship that benefits the current and future goals of BCPU.

IMPLEMENTATION PLAN

1. INITIATE & PLAN

Lucy Internal Coordination & Planning

Lucy will perform an internal knowledge transfer meeting. This meeting will allow the Lucy project team members to discuss the details of the project, review the requirements and goals, and identify various internal risks to the project and how best to minimize those.

System Infrastructure Planning

Lucy will establish a pre-production environment that will be accessible to the project team. This environment will be used for the Configuration Phase of the project. This environment will be upgraded to the production environment during the Testing and Training Phase, before testing acceptance has been approved.

EXHIBIT “D” Scope of Services

Integration Planning

Integration will be required between two (2) of BCPU’s enterprise systems; GIS and CIS Infinity. The GIS integration will be performed during Configuration Phase of the project, using out-of-the-box tools inherent to the Lucy solution. This requires no custom coding, only configuration efforts to seamlessly integrate BCPU’s GIS environment with Lucy.

The CIS Infinity integration will require that an integration gap analysis be performed to determine the best methods and technology to deliver an integrated solution. The planning effort will include development of a pre-design document to be discussed during the Kickoff and Planning work shop.

Project/Phase Planning

The Lucy Implementation Lead and BCPU Project Coordinator will confirm project team members and functional groups. The team will begin the process of documenting expectations and will further address these items at the Kickoff/Planning Workshop.

Project Schedule

A review of the project schedule will be completed with the Lucy Project Manager, Lucy Implementation Lead and the BCPU Project Coordinator.

1.1. Project Kickoff Meeting/Planning Workshop

The Project Kickoff Meeting/Planning Workshop will be held onsite at BCPU facilities. The object of this meeting is two-fold. One, to introduce project participants, establish roles/responsibilities, validate goals and objectives, establish lines of communication, and answer any questions by members of the project team. A functional overview of the LucyAM software of the software will be provided. Secondly, this workshop will allow the project team to engage in planning efforts of the forthcoming Discovery Workshops. This will include discussions on each functional group. The current scope and schedule was developed with the following functional groups identified:

- Water Distribution
- Sewer Collection
- Treatment & Pumping
- Purchasing & Inventory

Other items to be discussed during the Planning Workshop include:

- Workflow Setup requirements (introduction only)
- 3rd Party data interfaces (SCADA)
- GIS Integration
- Data conversion
- System Infrastructure

EXHIBIT “D”
Scope of Services

This initial planning meeting will also identify the BCPU participants who will serve as the functional group subject matter experts (SME). These individuals will be critical during the Discovery and Functional Group meetings.

A review of the CIS Infinity predesign document will also be completed during the Planning Workshop. This document will outline the details of the gap analysis to be performed and will identify roles and responsibilities of Lucy and BCPU.

The project team will build a schedule for a phased approach to implementing each functional group. Lucy will maintain this schedule with revisions provided by BCPU.

Participants in the Kickoff Workshop activities should include:

Lucy

Implementation Lead
Project Specialist

County/BCPU

Project Manager/Coordinator
Stakeholders
Steering Committee

Participants in the Planning Workshop activities should include:

Lucy

Implementation Lead
Project Specialist

County/BCPU

Project Manager/Coordinator
Stakeholders
GIS SME

Action Items

- The BCPU System Administrator will compile and document the current business practices and workflows of each functional group.
- Lucy Implementation Lead will document the Kickoff and Planning meeting discussions/results and assign the project team actionable items.
- Lucy to deliver Integration GAP Analysis document detailing the benefits and challenges of integrating with CIS Infinity via direct data exchange (table-to-table) verse standard API. The document will provide a scope of service to develop and deliver the integration and will detail participation responsibilities of Lucy, BCPU and Advanced (CIS Infinity).

EXHIBIT “D”
Scope of Services

Acceptance of Initiate and Plan Phase

The Implementation Lead will provide a project status report, detailing the results of the Kickoff/Planning Workshop. In addition a revised project schedule will be provided based on any required changes agreed upon by the team during the workshop.

2. CONFIGURATION

2.1. Discovery Workshops

Discovery Workshops trip will be completed onsite at the BCPU facility. These workshops will consist of a series of sessions that focus on refining the LucyAM configuration to support the specific operational needs of the distinct Functional Groups. An outline of the expected Discovery Workshop activities follows.

- Examine Current & Future State Workflows/Business Process
 - Examine details (what, who, how, and why) of business processes of each Group, and identify potential revisions to improve results and best leverage capabilities of LucyAM
 - Review with each Group the Work Flow Setup spreadsheet and identify any additional data revisions for initial LucyAM configuration
 - Discuss available data from sources other than GIS to be incorporated (i.e. “loaded) into LucyAM – data to be gathered by BCPU
 - Identify any supplemental reporting needs to be addressed with the LucyAM implementation
 - Identify users, user groups and roles.
 - At a preliminary, high-level discuss requirements and preferences for dashboards and data forms/views. Documentation of this process will be begin with this task but a more detailed discussion and documentation effort will occur during the configuration workshops.
 - Discuss GIS needs for LucyAM deployment
 - Review integration requirements and workflow to CIS Infinity.
- Project Plan
 - Identify any needed revisions to project schedule based on knowledge gained from Discovery activities
 - Set date for Configuration Functional Groups task

Participants in the Configuration – Discovery Workshop activities should include:

Lucity

Implementation Lead

Project Specialist

County/BCPU

Project Manager/Coordinator

Functional Group SME

GIS SME

EXHIBIT “D” Scope of Services

Action Items

- BCPU to deliver data from sources, including GIS, to Implementation Lead for evaluation.
- Lucy will document and develop business flow diagrams for each functional group that illustrate the “to be” workflow for configuring Lucy. These flow diagrams will be maintained throughout the configuration phase.
- Lucy will establish a pre-production cloud instance of the LucyAM environment. The BCPU Project Coordinator will be provided access to this environment.

2.2. Build & Configure

With the information gathered from Discovery workshops, the Lucy Implementation Lead will begin the initial software configuration and workflow. The initial build will occur remotely, but the BCPU System Administrator will participate in the process. The Implementation Lead will provide the System Administrator training and insight into how the system is being configured. This “informal” training will provide the System Administrator a foundation to take a more active role in the configuration process.

The initial build will have a base line configuration for each functional group addressing the following items:

- Workflow data loaded
- Sample dashboard
- Sample forms
- Users (security), preliminary groups/roles

The system configuration will evolve as the base line configuration is adapted and refined to meet the specific functional group workflows detailed through the Configuration Workshops. The Build & Configure task will continue throughout the entire Configuration Phase.

Integration

Upon acceptance of the CIS Infinity Integration GAP Analysis and approval to move forward with an integration development project, Lucy will design and develop the required interface product and deploy this solution as part of the configuration effort.

2.3. Configuration Workshops

Finalizing the LucyAM configuration will be an iterative process. The Implementation Lead will first meet with each Functional Group to review the initial configuration, and identify needed refinements to dashboards, data forms/views, and user groups/roles for each Group. With subsequent refinements, additional meetings will be convened to review the latest LucyAM configuration which will include GIS integration, loaded data, reporting, SCADA integration, and CIS integration. The process will continue until the LucyAM operational needs of each functional group are met. There will be three (3) onsite configuration workshops spanning six (6) onsite days throughout the Configuration Phase.

EXHIBIT “D”
Scope of Services

Acceptance of Configuration Phase

BCPU will provide written acceptance of the documented business flow diagrams developed through the Configuration phase. In addition, the configured LucyAM software will be the phase deliverable requiring acceptance by BCPU.

3. TESTING

BCPU staff will be responsible for creating the AWOM Acceptance Test Plan. This document will detail the test scripts to ensure the LucyAM configuration and integration objects are met and functioning as agreed to in the configuration workshops. The Lucy Implementation Lead will assist BCU in development of the scripts, offering guidance and recommendations as needed. Lucy will provide sample test script scenarios to be used as a framework for development of the testing document.

After the test scripts have been developed, BCPU System Administrator and Functional Group SMEs (or other deemed appropriate by BCPU) will execute the test scenarios and document their findings. BCPU will share these results with the Lucy Implementation Lead after all test scripts have been executed. The Lucy Implementation Lead will then confirm the issue, identify the resolution, fix the issue, and retest the scenario. These steps will be documented in the Test Plan. After a successful Lucy test, BCPU will perform a retest and update the results in the Test Plan. If there are retests that fail, Lucy will be notified and the process will repeat until all issues are resolved. Lucy will be responsible for meeting the following objectives:

- Collaborate with the System Administrator to maintain a log of issues, configuration problems, and software malfunctions identified during testing
- Resolve all such issues, problems and malfunctions to BCPU’s satisfaction
- Prove through test procedures installed and configured that LucyAM is functionally viable with all loaded data, reporting, and integration in place
- Demonstrate acceptance criteria items have been addressed, and certify LucyAM is ready for “go-live” transition from testing/development environment to production environment

The integration development with CIS Infinity will be tested in parallel to the core LucyAM solution and will be included in the Acceptance Test Plan.

Acceptance of Testing Phase

BCPU will provide written approval (via email to the Implementation Lead) of the testing document results before end user training is initiated.

4. TRAINING

4.1. System Admin Training

System Admin training will be conducted throughout the project, both formally (training initiated by the Implementation Lead) as well as “organically”. During the configuration effort, the System Administrator will work with the Implementation Lead as the configuration evolves.

EXHIBIT “D” Scope of Services

The configuration effort will be used as training opportunity to engage the System Administrator in commonly used processes and tasks that are important to the overall success of the project and the long-term support of the product. Areas of focus include:

- Lucity Security tool: adding new users, and defining user group and individual permissions for LucityAM access and use
- Lucity Admin tool: develop, modify, and assign data views, forms and dashboards.
- Document links: Complete procedures for establishing links between LucityAM records and externally managed electronic documents
- GIS Integration: Completing processes for configuring and refining the GIS integration.
- Import & Update tool: configure and import data using tool (this includes SCADA data imports)
- CIS Integration: Knowledge transfer of the integrated solution as detailed through the integration design scope (TBD).

If after the configuration process, more training on these or other processes are required, the Implementation Lead will coordinate with the System Administrator to address specific training needs.

4.2. End User Training

The end user training is scoped using a train-the-trainer approach. This method allows the training effort to focus on “power users” identified within each functional group. These individuals will then be responsible for training end users. The training will be structured to address the workflows of each specific functional group. Each group will have dedicated training time throughout the end user training task. Training will be completed over three (3) onsite trips (as well as remote time) spanning six (6) onsite days.

The following is a list of the core items that will be addressed during Production Training sessions.

General

- Dashboard: Using assigned “Home” pages with personalized real-time LucityAM content
- Filter: Creating queries to produce specific record sets
- Locate: Quickly finding a specific record within the current “Filter”
- Show in Map: Opening assigned GIS maps and zooming to assets and locations (customer addresses, work sites, etc.)
- Document Control: Linking electronic documents (images, videos, as-built drawings, O&M manuals, Web site links, etc.) to records

EXHIBIT “D”
Scope of Services

- Reports: Using assigned report templates and ad hoc reporting; printing, export, and emailing reports

Work Management

- Receiving/creating, routing and completing service requests, and work orders in response to service requests
- Establishing work order templates for recurring activities and PM schedules
- Creating, assigning, routing and completing work orders from templates and PM schedules
- Performing in-house and external billing of work order costs
- Producing operational, management and regulatory reports

Asset Management

- Collecting and maintaining asset attributes
- Establishing appropriate relationships between assets
- Assessing the condition, and tracking the operating status, of assets
- Interpreting asset lifecycle costs
- Using GIS to locate assets and display condition assessment data
- Validating and transferring data from external systems (e.g. SCADA, CCTV, fueling)

The goal of the Training – Production task is for users being enabled with the knowledge, skills and confidence to follow proper business processes and successfully complete their specific operational workflows with LucyAM.

Participants in the Production Training will include:

Lucity

Implementation Lead

County/BCPU

Functional Group SME

Group Power Users

End User Training will occur over three (3) separate onsite trips – Initial, Launch (i.e. “go-live”), and Follow-up (3-4 weeks later). Production Training sessions are four (4) hours in duration, and should be limited to a maximum of ten (10) BCPU end users. Remote time for End User Training will include web conferencing sessions for specialized topics (e.g. GIS), as well as review sessions on functions and processes requiring more insight. These sessions will be recorded and provided to BCPU as requested.

4.3. Integration Training

As part of the integration development scope, Lucyity will provide training on the CIS Infinity integration. This includes Admin and End User Training on the workflows and processes

EXHIBIT “D”
Scope of Services

established to share data between the two systems. The integration process will be well documented during the configuration and testing phases. This training will occur within the End User training workshops summarized in Task 3.3.

PROJECT CLOSURE

In order to ensure a complete and successful project, Lucy and BCPU will engage in the following items:

- Confirm with client that all requirements of the project have been met
- Obtain a formal sign-off and final acceptance of the product
- Make final payments and complete any cost records
- Make sure all project documents are organized and files appropriately (example: workflows) for the client in order for business processes, procedures, templates and lesson learned can be referenced (archive and index)
- Add new skills acquired for BCPU team member for human resource records and performance
- Lucy to document lessons learned for quality assurance and self-improvement
- Analyze successes and effectiveness of the project
- Transition to Maintenance and Support - Lucy Constant Connection Program

EXHIBIT “E”

Cloud Hosting Services

For the various *Lucity*™ software programs listed in Exhibit “B”, *Lucity* agrees to furnish to the Licensee resources and perform various professional services for hosting the software in a secure cloud environment as outlined in this Exhibit “E”.

The *Lucity* Cloud deployment option is a fully-managed *LucityAM* environment hosted within Amazon Web Services (AWS) and accessed over the Internet (all user sessions are secured over SSL). The client’s environment will reside within a single Virtual Private Cloud (VPC) - a logically isolated section of the AWS Cloud. The client will be assigned to a physical AWS datacenter based on proximity. AWS uses a concept of Regions and Availability Zones (AZs). A Region contains multiple AZs that are connected by very high speed links. A physical datacenter can be equated to an AZ. Database backups and object backups (uploaded documents, reports, etc.) will be replicated to at least three (3) AZs within the client's region. Details on the AWS Regions and Zones can be found here: <https://aws.amazon.com/about-aws/global-infrastructure/>.

Security and compliance of the AWS environment is detailed here: <https://aws.amazon.com/security/>
<https://aws.amazon.com/compliance/>

During the project *Lucity* will deploy the software environment in the appropriate Amazon Web Services (AWS) region, and generate the client's master configuration profile. This configuration includes the various backend account information that *LucityAM* uses, accounts for the client to remote to the “Desktop Utilities Machine”, and the *LucityAM* version to be used. This information is stored in a secure, client-specific storage “bucket” that only the *LucityAM* automated provisioning system can access.

We will execute an AWS Cloud-formation script that takes all configuration information and automates the creation of the client’s entire environment (network, firewall rules, hosts, database, load balancers, etc.) to best optimize the hosting environment for *LucityAM*. Once the environment is up, we will perform connectivity tests to ensure the environment is functioning properly.

Resources and services provided with *Lucity* Cloud include:

- Virtual resource creation, *LucityAM* installation and configuration
- Applying *LucityAM* upgrades (one upgrade per 12 month cycle)
- Performing nightly backups (full backups and stored for 21 days)
- Availability monitoring
- Performance monitoring

Lucity Cloud Fees and Renewal

The fee basis for the *Lucity* Cloud environment is based on the number of anticipated users. For this contract that user count was determined to be one hundred (100) users. The hosting fees summarized in Exhibit E will support this level of users. Access to *Lucity* Cloud resources and services in subsequent years is renewable annually by mutual agreement.

EXHIBIT “F”
Schedule of Costs and Invoicing

The following tables summarize costs and invoicing for the software licenses and services to be provided by Lucy to the CLIENT for the Project.

YEAR 1		
ITEM	TOTAL	INVOICING
Software License Fees (reference Exhibit “B”)	\$50,000.00	Fifty percent (50%) invoiced upon contract execution
	\$25,000.00	Twenty-five percent (25%) invoiced upon completion of Discovery Workshop
	\$25,000.00	Twenty-five percent (25%) invoiced upon completion of Initial Training trip #1.
Hosting Services Fees (Lucy Cloud)	\$20,000.00	One hundred percent (100%) invoiced upon completion of Software Installation (system provisioning and setup)
Services Costs (reference Exhibit “D”)	\$79,600.00	Invoiced monthly based on project progress (i.e. % completion of each task)
Constant Connection Program Fees (reference Exhibit “C”)	\$0.00	No fees invoiced for Year 1 (twelve (12) month software warranty period)
Total Software and Implementation	\$199,600.00	
*Allowance for Additional Services	\$33,200.00	*At the request of the Client, with written authorization, only to be used as needed, up to and not to exceed
<i>Completed CIS Integration</i>	<i>\$20,000.00</i>	
<i>Add'l Data Migration Services</i>	<i>\$5,000.00</i>	
<i>Add'l Functional Group Analysis</i>	<i>\$8,200.00</i>	
TOTAL PROJECT COST	\$232,800.00	

Annual Fees after Year 1		
Hosting Services Fees (Lucy Cloud)	\$20,000.00	Annual fee invoiced sixty (60) days prior to previous year’s expiration date
Constant Connection Program Fees - Renewals	\$20,000.00	Year 2 fee invoiced sixty (60) days prior to Year 1 expiration date
Fee	\$40,000.00	

Access to Lucy Constant Connection Program resources and services in subsequent years (after the term of the contract) is renewable annually for the software programs by mutual agreement and is subject to an inflationary increase not to exceed two and one-half percent (2.5%) each year.

Prices are in U.S dollars. Taxes (if applicable) are not included.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 5, 2018

From:
Andrea White

Action Item # IX. - 1.

Closed Session - Consult with Attorney and Approve Closed Session Minutes

Issue/Action Requested:

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.

Background/Purpose of Request:

Fiscal Impact:

Approved By County Attorney:

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend 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.