BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
October 15, 2018
6:00 PM

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Adjustments/Approval of Agenda

IV. Public Comments

V. Approval of Consent Agenda

1. Administration - Fiscal Year 2019-2020 Budget Calendar

   Request that the Board of Commissioners consider approval of the FY 2019-2020 Budget Calendar.

2. Administration - Brunswick Community College Budget Review Form

   Request that the Board of Commissioners approve the required budget request sign-off form stating that the Brunswick Community College Budget has been reviewed and approved for FY 2018-19.

3. Administration - ITI Technologies Grant Progress Report

   Request that the Board of Commissioners approve the scheduled ITI Technologies, Inc. reporting form and authorize the Chairman to sign.

4. Emergency Services - Request For Proposals for Public Assistance Administration and Documentation Consulting Services

   Request that the Board of Commissioners authorize staff to seek proposals for Public Assistance Application and Documentation Consulting Services.

5. Clerk to the Board - Meeting Minutes

   Request that the Board of Commissioners approve the draft minutes from the September 19, 2018 Emergency Called Meeting and the October 1, 2018 Regular Meeting.

6. County Attorney - Driving Creek Hunting Club Lease

   Request that the Board of Commissioners approve renewing the lease of Driving Creek Hunting Club.

7. County Attorney - Jones Hunting Club Lease

   Request that the Board of Commissioners approve renewing the lease of the Jones Hunting Club for three additional months.

8. 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.

   -Budget Amendment and Capital Project Ordinance for Brunswick County Schools
   Transfer $3,000,000 from Ad Valorem Contingency for Hurricane recovery as approved by the Brunswick County Board of Education on October 2, 2018.

   -Health Services Budget Amendment
   Appropriate $10,000 of insurance proceeds and $20,000 of vehicle escrow funds for

replacement vehicle flooded due to recent storm.

-EMS Hurricane Supplies Budget Amendment
Appropriate $240,000 of FEMA disaster assistance and $80,000 of local match for cots, supplies and food purchased for Hurricane Florence.

-BCC Campus Protection Budget Amendment
Appropriate $30,000 of miscellaneous revenue from Brunswick Community College as approved in the agreement approved August 20, 2018 by the Brunswick County Commissioners and the Brunswick County Board of Education to provide law enforcement protection to the college campus.

-Water Pump Replacement Budget Amendment
Reduce the transfer to water capital projects $46,250 to the Water Construction Division for the purchase of new pump to replace the pump intended for water that was transferred to sewer during the Oak Island sewer force main failure and not recommended for water use due to the potential of introducing fecal contaminates.

9. Health and Human Services - Health Services - Agreement Addendum for 911 Mosquito Abatement (Hurricane Florence)

   Request that the Board of Commissioners approve the attached agreement addendum and its revision (#1) from the NC Department of Public Health for emergency mosquito abatement and authorize the County's Health Director to sign said addendum and revision.

10. Operation Services - Ratify Manager's Decision to Repair Emergency Access for Impassable Private Roads

    Request that the Board of Commissioners ratify the decision of the manager to repair three private roads where emergency access was not available.

11. Park & Recreation - Move With Us Playground Grant for Leland Park

    Request that the Board of Commissioners accept a "Move With Us Playground Grant" for Leland Park with authorization of prepayment.

12. Sheriff's Office - Port Security Grant 2018

    Request that the Board of Commissioners approve and accept the 2018 Port Security Grant in the amount of $87,002 with a cash match of $29,000 for a total grant cost of $116,002.

13. Tax Administration - October 2018 Releases

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

14. Utilities - Ratify Manager's Award of Bids and Contracts for Emergency Water Line Repairs

    Request that the Board of Commissioners ratify the manager's emergency award of bids and contracts with Sandy’s Hauling & Backhoe Service, Inc., for the repairs of five separate water line breaks in the Boiling Spring Lakes system.

15. Utilities - Ratify Manager's Award of Bids and Contracts for Water Line Emergency Repairs

    Request that the Board of Commissioners ratify the manager's emergency award of bids and contracts with Carmichael Construction Company for the repair of four separate water line breaks in the Boiling Spring Lakes System.

VI. Presentation

1. Administration - NFIP Community Rating System (Ann Hardy, County Manager)

   Request that the Board of Commissioners receive a plaque from the FEMA US

Department of Homeland Security National Flood Insurance Program Community Rating System dated May 1, 2018.

2. Administration - Fiscal Year End June 30, 2018 Management Report (Ann Hardy, County Manager)

   Request that the Board of Commissioners receive the Fiscal Year End June 30, 2018 report for information.

3. Emergency Services - Update Disaster Declaration Hurricane Florence - (Brian Watts, Director of Emergency Services; Robert Spence, FEMA Division Supervisor - Div. 5)

   Request that the Board of Commissioners Receive Information regarding the Disaster Declaration of September 10, 2018 at noon.

VII. Public Hearing

1. Planning - Z-765 (Kirstie Dixon, Director of Planning)

   Request that, after the Public Hearing, the Board of Commissioners approve First and Second Readings to amend to the Official Brunswick County Unified Development Ordinance Zoning Map from RR (Rural Low Density Residential) to R-7500 (Medium Density Residential) (Z-18-765) .

VIII. Administrative Report

1. Administration - Funding Request from Brunswick Transit System (Steve Stone, Deputy County Manager)

   Request that the Board of Commissioners consider appropriating $64,184 to Brunswick Transit System to provide a 50% match for the purchase of two expansion vehicles for the system.

2. Emergency Services - Hurricane Florence After Action Report Preparation Services (Brian Watts, Director of Emergency Management)

   Request that the Board of Commissioners accept a proposal from Envirosafe Inc. for the preparation of the Hurricane Florence After Action Report.

3. Operation Services - Debris Removal in Restricted Communities (Stephanie Lewis, Director of Operation Services; David Stanley, Exec. Director HHS)

   Request that the Board of Commissioners receive information regarding the contractor and monitoring companies debris survey of restricted communities located within the unincorporated areas of Brunswick County.

4. Tax Administration - Hurricane Florence Damage Estimates and January 2019 Revaluation (Jeff Niebauer, Tax Administrator)

   Request that the Board of Commissioners receive information on damage estimates related to Hurricane Florence and the 2019 Countywide Revaluation.

IX. Board Appointments

1. Governing Body - Annual Board Appointments

   Request that the Board of Commissioners approve the annual board appointments as presented.

X. Other Business/Informal Discussion

XI. Adjournment

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # V. - 1.
Administration - Fiscal Year 2019-2020 Budget Calendar

From:
Ann Hardy, County Manager

Issue/Action Requested:
Request that the Board of Commissioners consider approval of the FY 2019-2020 Budget Calendar.

Background/Purpose of Request:
The Local Government Budget and Fiscal Control Act provides elements of the budget process followed by NC counties and establishes dates that must be adhered to in the development of the annual budget. Attached is a budget calendar that conforms to the statutory process with the addition of the county practice of establishing and measuring goals in conjunction with the development of the department budget requests.

Key dates proposed in the recommended calendar are:

- February 18, 2019 - Commissioner Goal Workshop 9am - 4pm
- May 6, 2019 - Commissioners' Goals and Budget Workshop 9am - 3pm
- May 20, 2019 - County Manager Recommended budget Presentation
- June 3, 2019 - Board of Commissioners study session on the Recommended Budget 1pm - 3pm
- June 17, 2019 - Public Hearing and Adoption of Budget

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners consider approval of the FY 2019-2020 Budget Calendar.

ATTACHMENTS:

Description

- Budget Calendar FY 2019 - 2020

County of Brunswick
Budget Calendar
Fiscal Year 2019-2020

Date of Action	Budget Procedure	Action By
12/3/2018	Distribution of Capital Improvement Forms and Instructions	Director of Fiscal Operations
1/22/2019	Distribution of Goals and Budget Forms	Director of Fiscal Operations
1/24/2019	Preliminary Capital Improvement Forms Due to County Director of Fiscal Operations	Department Heads
1/25- 211/2019	Compiled Preliminary Capital Improvement Plan Due to County Manager from Director of Fiscal Operations	County Manager
2/18/2019	Commissioners' Countywide Goal Workshop 9:00 a.m. - 3:00 p.m.	Board of County Commissioners County Manager
3/14/2019	Submit Goals and Budget Requests to Director of Fiscal Operations	Department Heads and Agency Officials
3/26/2019	Compiled Department and Agency Budget Requests and Goals Due to County Manager from Director of Fiscal Operations	Director of Fiscal Operations
3/27- 4/5/2019	Meet with Department Heads on Requested Budget and Goals	County Manager Director of Fiscal Operations
5/6/2019	Commissioners' Goals and Budget Workshop 9:00 a.m. - 3:00 p.m.	Board of County Commissioners County Manager Director of Fiscal Operations
5/20/2019	Presentation of Recommended Budget and Budget Message to Board of County Commissioners, Set Date and Time of June 17, 2019 at 6:00 p.m. for public hearing	County Manager, Board of Commissioners
5/21/2019	File copy with Clerk to the Board; Recommended budget remains open for public review until Budget Ordinance is adopted	County Manager
5/21/2019	Submit legal notice for publication in media stating Recommended Budget submitted to the Board; copy available for public review; time, date, place of public hearing	Clerk to the Board of County Commissioners
6/3/2019	Study session on Recommended Budget at 1:00 p.m. - 3:00 p.m.	Board of County Commissioners
6/17/2019	Public Hearing 6:00 p.m. Regular; Adoption of Budget	Board of County Commissioners
7/1/2019 if applicable	Within thirty (30) days after enactment of the budget a public notice shall be published, reflecting a summary of the enacted budget showing the intended use of entitlement funds, if any.	Clerk to the Board of County Commissioners

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # V. - 2.
Administration - Brunswick Community College Budget Review Form

From:
Andrea White

Issue/Action Requested:
Request that the Board of Commissioners approve the required budget request sign-off form stating that the Brunswick Community College Budget has been reviewed and approved for FY 2018-19.

Background/Purpose of Request:
Brunswick Community College requests that the County sign the required budget request sign-off form stating that the Community College Budget was reviewed and approved in the amount of $4,183,867 on June 18, 2018. This amount is $216,000 less than the total appropriation. The $216,000 for the Brunswick Guarantee is held on the Foundations' books.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the required budget request sign-off form stating that the Brunswick Community College Budget has been reviewed and approved for FY 2018-19.

ATTACHMENTS:

Description

- Budget Request Sign-off Form

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM
COLLEGE BUDGET: FY 2018-19

REQUIRED BUDGET REQUEST SIGN-OFF

The attached College Budget has been reviewed and approved on

September 27, 2018 by the Board of Trustees of

Brunswick Community College.

J. Allen Holden, **Chairman.**

The attached College Budget has been reviewed and approved in

the amount of $4,183,867 on June 18, 2018

by the County Commissioners of Brunswick County.

_____, **Chairman.**

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # V. - 3.
Administration - ITI Technologies Grant Progress Report

From:
Andrea White

Issue/Action Requested:
Request that the Board of Commissioners approve the scheduled ITI Technologies, Inc. reporting form and authorize the Chairman to sign.

Background/Purpose of Request:
At the November 20, 2017 meeting, the Board of Commissioners approved the submittal of a $175,000 Building Reuse Grant application for ITI Technologies, Inc. ITI Technologies planned to establish a manufacturing facility in an existing building located at 2080 Enterprise Drive in the Leland Industrial Park.

The grant required the submission of an application by Brunswick County as the applicant for the grant funding, with a local match of $8,750. It was proposed that a portion of the reserve funds for the benefit of the Economic Development entity be used for the local match. In return for the economic incentives, the company was required to invest $3,588,060 in real and personal property to include $2,240,560 in property acquisition costs, $497,500 for building renovations and $850,000 in machinery and equipment. In addition, the company was required to create 35 new full-time jobs in Brunswick County with an average annual wage of $65,133.

The grant administrator is required to provide reports at prescribed intervals; therefore staff requests that the progress and final report form be signed by the Chairman for submittal.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the scheduled ITI Technologies, Inc. reporting form and authorize the Chairman to sign.

ATTACHMENTS:

Description

- ITI Technologies Reporting Form

North Carolina Department of Commerce
Rural Economic Development Division
Rural Grant Programs

Progress and Final Report Form

☐ Progress Report ☐ Final Report

GRANTEE INFORMATION (to be completed by Grantee)

Reporting Period

From: 12/14/2017 *(date)*

To: 6/30/2018 *(date)*

Contract Information

Contract Ref# 2018-116-3201-2587

Grantee Name: Brunswick County

Project Title: ITI Technologies, Inc.

Project Contact Completing this Form: Bill Early

Title: Economic Developer

Primary Telephone: 910-408-1603

Email: bill.early@brunswickbid.com

PROJECT SUMMARY

1) Please provide a detailed description of the project progress to date. For Downtown Revitalization Project Final Report: provide a detailed list of expenditures including the item and cost, and attach copies of invoices/receipts for each expenditure paid with grant funds.

ITI Technologies, Inc. has been performing the renovations to the building located at 2080 Enterprise Dr. NE, Leland, NC since early 2018. There have been unanticipated delays in completing the work due to the requirement of engineered drawings for the alterations. ITI Technologies, Inc. has agreed to the creation of 35 jobs with an average yearly wage of $65,000. Due to the renovations being incomplete, full employment goals have not been reached. Currently, employment stands at 15. The building has been purchased, as outlined in the agreement and to date, approximately $600,000 has been expended on improvements which had been estimated at $497,000. All equipment has not been purchased to date; however, $400,000 of machinery and equipment has been purchased to date.

SIGNATURE OF CHIEF ELECTED OFFICIAL/AUTHORIZED REPRESENTATIVE **Date**

Frank L. Williams, Chairman, Brunswick County Board of Commissioners

TYPED NAME AND TITLE

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # V. - 4.
Emergency Services - Request For Proposals for Public Assistance Administration and Documentation Consulting Services

From:
Brian Watts

Issue/Action Requested:
Request that the Board of Commissioners authorize staff to seek proposals for Public Assistance Application and Documentation Consulting Services.

Background/Purpose of Request:
In September 2018, Hurricane Florence affected Brunswick County with winds in excess of 80 miles per hour and flooding rains of over 30 inches in some areas of the county.

On September 14, 2018, Brunswick County was declared a disaster area by the Federal Government for Public Assistance Categories A (Debris Management) and B (Protective Actions). Public Assistance categories C through G require a damage assessment for which we requested on September 21st. No time line has been given for the assessment but our thoughts are that Brunswick County will easily meet the threshold for Category C through G designation.

While County is staff is well versed at completing Public Assistance documentation for Category A and B reimbursement, we feel that with the higher amount of reimbursable expenses, the significant changes to the Public Assistance process, and the likely addition of Categories C through G, a contractor would be in a better position to manage the reimbursement process.

Emergency Services is recommending drafting a Request for Proposals using guidance from North Carolina Emergency Management and FEMA for a Public Assistance Contractor. This RFP would be a sealed bid process with bid opening no later than November 2, 2018 with a contract recommendation to the Board of County Commissioners on November 5, 2018.

Fiscal Impact:
Reviewed By Director of Fiscal Operations
FEMA reimbursable item.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners authorize staff to seek proposals for Public Assistance Application and Documentation Consulting Services.

ATTACHMENTS:

Description

- Draft RFP for Public Assistance Contractor

REQUEST FOR PROPOSALS

PUBLIC ASSISTANCE PROGRAM CONSULTING – HURRICANE FLORENCE

RELEASE DATE: October 16, 2018

DUE DATE: 5:00 P.M., FRIDAY, NOVEMBER 2, 2018

1. INTRODUCTION

Brunswick County is soliciting proposals for a unit cost contract from qualified vendors to provide FEMA Public Assistance Program Consulting services in the recovery efforts associated with Hurricane Florence. The selected vendor shall assist Brunswick County in establishing and implementing an assistance program that complies with all FEMA regulations.

Brunswick County has established the following objectives for this project:

Primary Tasks:

- Advise County of all available federal and state assistance available, including but not limited to FEMA
- Advise and develop methods to maximize federal and state assistance
- Provide oversight and advice to County relative to Hazard Mitigation
- Coordinate and develop all project work sheets as required
- Enter all project worksheets and associated documentation into the FEMA Grants Portal
- Provide guidelines for Brunswick County staff to submit existing documents to best suit the documentation requirements of FEMA and other federal and state agencies
- Assist to resolve Insurance and possible duplication of funding issues
- Assist in getting the necessary legal documents for proper filing
- Advise Brunswick County on document retention strategies
- Coordinate with Brunswick County staff to obtain all cost and necessary backup documentation to develop, revise and submit Project worksheets
- Coordinate with FEMA and other agency representatives to provide additional information needed to quickly process worksheets
- Track status of FEMA and other agency reimbursement and serve as a co-liaison between FEMA/other agencies and Brunswick County
- Prepare the necessary reports to FEMA/other agencies and assist Brunswick County with extension requests
- Advise Brunswick County on the management of the closeout process
- Assist Brunswick County in responding to Request for Information requests from FEMA/other agencies
- Advise Brunswick County on handling disputed issues with FEMA/other agencies and State Staff
- Provide detailed and periodic management reports on the status of Project Worksheets including developments, revisions, submissions/approvals, open issues, financial overview, etc.
- Provide Cash Management reports showing the projected schedule for reimbursement requests and the actual status of reimbursements received
- Provide Brunswick County accurate and current analysis on FEMA/other agencies regulations and best strategies for seeking reimbursements and possible grants

2. BACKGROUND

Beginning on September 14, 2018, Hurricane Florence affected Brunswick County's infrastructure with winds over 80 mph and rain totaling over 30 inches in some areas. Effective September 7, 2018, Brunswick County, received a federal disaster declaration which could aid Brunswick County in the recovery efforts and planning costs in the aftermath of Hurricane Florence.

3. PROPOSAL DUE DATE AND TIME/SUBMISSION REQUIREMENTS

3.1 Brunswick County shall accept proposals until **5:00 p.m., Friday, November 2, 2018** in the Emergency Services Department, 3325 Old Ocean Highway, Bolivia NC 28422.

3.2 Bidders shall plainly mark the proposals with the following information: Bidder's name and address, bid title and bid due date and time.

3.3 Proposals may be mailed, delivered in person, or by express mail to the Brunswick County Emergency Services, Attention: Brian Watts, Emergency Services Director, 3325 Old Ocean Highway, PO Box 249, Bolivia NC 28422. Electronic (e- mail) proposals will be also be accepted. **E-mail proposals shall be submitted brian.watts@brunswickcountync.gov.**

3.4 Regardless of the manner of submission by the bidder, no proposal received after the stated date and time will be considered.

4. QUESTIONS/ADDENDA

Questions regarding this Request for Proposal shall be submitted in writing to the attention of Steve Stone, Deputy County Manager (910) 253-2515, or by e-mail to steve.stone@brunswickcountync.gov no later than **5:00 p.m., Monday, October 29, 2018.** Questions, and their corresponding answers, will be provided to all vendors.

Any changes to the specifications will be made in the form of an Addendum and will be supplied to all prospective bidders.

Bidders are expressly prohibited from contacting any Brunswick County official or employee associated with this Request for Proposals, except in the manner noted in this section. Violation of this provision is grounds for the immediate disqualification of the bidder.

5. FORM OF AGREEMENT

In addition to the terms and conditions contained in this Request for Proposal, by submitting a proposal, vendor, if selected, agrees to enter into and be bound by the provisions of a Services Agreement in substantially the form attached hereto and incorporated herein by reference. To the extent that any of the terms of this Request for Proposal and the terms of the Services Agreement conflict, the terms of the Services Agreement shall prevail.

6. VENDOR RESPONSIBILITIES

5.1 The vendor shall provide and maintain insurance throughout the life of the project as follows:

- Worker's Compensation Insurance as required by North Carolina State law.

- Automobile Liability Insurance on any owned, non-owned or rented vehicles with limits of at least $1,000,000 per occurrence combined single limit bodily injury and property damage.

- Commercial General Liability Insurance with a combined single limit of liability of not less than $1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than $1,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than $1,000,000 for Completed Operations and Products Liability.

- Additional Insured. Brunswick County, its officials, employees and agents shall be named an additional insured in the Comprehensive Automobile and Commercial Liability Insurance policies and the Commercial General Liability coverage shall be written on an "Occurrence" basis.

5.2 The vendor shall agree to protect, indemnify and hold harmless Brunswick County, its agents, officers and employees from and against any and all losses resulting directly or indirectly from negligent acts, errors, or omissions of the vendor, or vendor's agents, officers, employees, and subcontractors, in the performance of services under this contract.

5.3 The vendor shall ensure that any subcontractors engaged in work under this project are included as insured's under its policies OR shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

5.4 All insurance policies shall be written by insurers licensed and lawfully authorized to underwrite and transact business in the State of North Carolina and must have an A.M. Best rating of not less than A-VII.

5.5 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to:

Steve Stone
Deputy County Manager
Brunswick County
PO Box 249
Bolivia NC 28422

5.6 The insurance requirements outlined shall be maintained in force by the vendor throughout the term of this contract without lapse, and in no manner should deviate from these requirements. In the event vendor fails to maintain insurance as outlined herein, Brunswick County may, at is option, but not at the responsibility of Brunswick County, obtain the required insurance at the expense of the vendor.

5.7 Brunswick County, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the vendor; products and completed operations of the vendor; premises owned, leased or used by the vendor; or automobiles owned, leased, hired or borrowed by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to Brunswick County, its officials, employees or volunteers.

5.8 The vendor shall submit, with their proposal, the names of any and all subcontractors expected to work on this project. Brunswick County reserves the right to accept or reject any proposed subcontractor.

7. VENDOR PROPOSED SOLUTION

Incomplete proposals or proposals inconsistent with the recommended format may be disqualified from consideration.

6.1 The vendor shall include a cover letter signed by an authorized individual who commits to the terms and conditions of the company's proposal. It must be stated in the cover letter that they agree to the terms and conditions.

6.2 The vendor shall include a description of their company and background. Vendor shall provide a list of three (3) references for which similar services were performed. Please provide contact name, title, phone number, and email address. References will be contacted.

6.3 The vendor shall include a statement of qualifications to demonstrate their ability to perform to proposal requirements. Also, include the names of any sub- contractors expected to be engaged for this project and their credentials, with the estimated percentage of the project that each sub-contractor will perform before and after acceptance.

6.4 The vendor shall provide a full description of the services and processes that will be undertaken to complete the project in the most efficient, timely and comprehensive manner. The description of implementation services should outline in detail the

implementation approach towards and include an implementation plan and project schedule.

6.5 Vendor must comply with all federal, state, and local laws, ordinances, rules, orders and regulations relating to performance of the contracted work.

6.6 The vendor shall provide sample reports that exemplify data produced through their analysis process.

6.7 This RFP and the vendor's response will consist of the final contract terms and conditions between vendor and Brunswick County.

6.7.1 The terms and conditions of this RFP will preempt those of other documents unless exceptions are noted herein. Thus, all variances, substitutions, exclusions, exceptions and clarifications to the RFP's

requirements and specifications, and terms and conditions, must be listed in this section if they are to be considered as part of the final agreement, regardless if they appear elsewhere in your response. Each shall identify the applicable section/sub-section number(s) it references.

Brunswick County reserves the right to accept or reject any variances, substitutions, exclusions and exceptions.

8. PROPOSAL CONDITIONS

7.1 Submission of a proposal indicates explicit acceptance by the vendor of the conditions contained in this request. Brunswick County reserves the right to reject without prejudice or explanation any or all responses. Brunswick County reserves the right to waive informalities. Brunswick County reserves the right to amend the specifications of this Request for Proposal and request new proposals at any time prior to award of contract. The decision of Brunswick County shall be final.

7.2 The vendor shall supply the following:

7.2.1 A single point of contact through proposal acceptance. Brunswick County will communicate solely through this contact regarding all issues through acceptance.

7.2.2 Resumes of key team members assigned to the project. Team members should represent relevant and diverse knowledge and expertise.

7.2.3 The vendor's single point of contact after acceptance. Brunswick County will communicate solely through this contact regarding all issues after acceptance.

7.2.4 These contacts must be willing and able to assume full account responsibility and act as an agent of the vendor.

7.2.5 Clearly define and detail customer responsibilities before, during and after the assessment, both prior to acceptance, and after acceptance.

7.3 The vendor shall use the following position descriptions to quote hourly rates:

7.3.1 Senior Advisor for Disaster Recovery

Provides technical assistance to the County Manager or designee. This individual should demonstrate an extensive knowledge of the operational and regulatory aspects of FEMA Public Assistance Programs and have a minimum of 5 years' experience as a senior member of a state or federal recovery operation, or equivalent experience commensurate with the ability to perform the necessary duties.

7.3.2 Technical Assistance Liaison

Reviews and determines the technical requirements and cost analysis of projects. Reviews and approves project worksheets, gathers and evaluates technical data, reviews construction contracts for compliance with state, federal, and local laws, regulations and policies, provides expert assistance on payment issues regarding permanent work and alternate/improved projects. Individual should have training and education in one or more technical fields of construction, engineering, architecture, environmental assessments, historic preservation, insurance and knowledge of federal regulations pertaining to FEMA Public Assistance Programs. The individual should possess the appropriate professional license.

7.3.3 Appeals Specialist

Provides information and technical assistance to the County Manager prior to and throughout the appeals process. Assists the County Manager in the preparation of any appeals. Individual should be a graduate of an accredited law school and admitted to the bar of any state or District of Columbia for the past five years, have knowledge of state and federal laws, regulations, and policies applicable to the FEMA Public Assistance and Hazard Mitigation Assistance programs, possess analytical skills and experience preparing legal briefs and courtroom presentations.

7.3.4 Debris Specialist

Serves as the senior technical advisor to the County Manager on all debris issues. Responsible for providing the County Manager the status of any debris management, identifying problems, and providing the County Manager with the recommended solutions. Serves as the County Manager's

coordinator and primary point of contact with the FEMA debris management team. This individual should possess the experience commensurate with the proven ability to perform the above stated duties.

7.3.5 Mitigation Specialist

Responsible for providing oversight to the advising the County Manager relative to all FEMA Hazard Mitigation Assistance Programs (HMGP – PDM – FMA – RFC – SRL), Section 404 / 406 mitigation measures, benefit cost analysis, mitigation planning, and floodplain management regulations; Section 106 HP knowledge and experience recommended. Reviews applications for programmatic compliance; reviews mitigation plans for programmatic compliance; assists Disaster Recovery Specialists in the performance of their duties, performs QC/QA on applications for funding; assists with the submission of projects into NEMIS; makes recommendations for HMA Program projects; ensures compliance with flood plain management regulations. This individual should demonstrate an extensive knowledge of the operational and regulatory aspects of the FEMA Hazard Mitigation Assistance Programs and have a minimum of 5 years' experience as a senior member of a state or federal recovery operation, or equivalent experience commensurate with ability to perform the necessary duties.

7.3.6 Disaster Recovery Specialist

Will provide subject-matter expertise in a wide range of duties directly related to the FEMA Public Assistance program. The subject-matter expertise may include but not limited to: debris monitoring, grant administrators, paralegals, GIS Specialist, Cost Estimators.

7.3.7 Project Manager

Required to perform the following tasks:

1. Serve as the day-to-day principal point of contact for the vendor and to assure that vendor personnel are performing within the contract scope of services

2. Execute all task orders signed by the County Manager representative

3. Ensure that all deliverables are produced, including the following:

    a. Monthly time sheets for all personnel evidencing the assigned task(s) worked, the time worked on the task(s), and the names of all individuals performing the work (due on the 15th day of the following month); and

    b. Weekly report evidencing the task(s) worked, percentage of completion of the task(s), and a report showing the progress and

accomplishments since the prior week (due on the Monday following the week for which the report is prepared).

c. Monthly reports summarizing the activities of the vendor staff and providing appropriate advice and courses of action in accordance with the contract and Scope of Services.

d. Quarterly reports summarizing its activities measured against the goals and objectives of the contract demonstrating the use of strategies and tactics outlined in its proposals to the County Manager. Such quarterly reports shall be due to the County Manager not later than December 31, March 31, June 30, and September 30, of each calendar year during the term or extended term of the contract. The Final Report shall be the report that is due December 31, of each year that the contractor is engaged in contract work with the County Manager.

7.3 TERMS:

The work shall begin once a Services Agreement, in substantially the form attached hereto, has been issued and properly executed.

9. VENDOR CONTACT

9.1 Communication regarding this Request for Proposal via any medium other than the designated fax number or e-mail address, including phone, personal visits, etc., is prohibited.

9.2 Violation of this provision constitutes grounds for the immediate disqualification of the vendor from consideration in the award of the bid.

10. CONSIDERATION OF REJECTION AND WITHDRAWAL OF PROPOSAL

10.1 Correspondence

After deposit of the proposal with Brunswick County, no proposal may be withdrawn by the vendor for a period of 90 days after the opening of the proposals. Until that time, the proposal will remain firm and irrevocable or any required bond will be forfeited.

10.2 A proposal may be rejected if the vendor fails to:

- Submit their proposal in the format specified.
- Supply the minimum information requested in the RFP.
- Submit all addenda, addenda responses and templates.
- Submit their proposal by the date and time required.

- Submit a cost proposal with unbundled, detailed, itemized pricing.
- Provide truthful and accurate information in its proposal.

10.3 No Acceptance

Brunswick County reserves the right to reject any or all proposals, to waive any informalities in proposals, and to accept any proposal deemed most favorable to Brunswick County. Brunswick County specifically reserves the exclusive right to reject any or all proposals and to waive any technical defects in proposals.

10.4 Competency of Vendor

Brunswick County shall make such investigation as it deems necessary to determine the ability of the vendor to perform the work, and/or provide the services required by this RFP. Upon request, the proposer shall furnish evidence satisfactory to the County that it has the necessary facilities, ability, and financial resources to fulfill the specifications and conditions of the contract.

10.5 Similar Project Experience

As part of their proposal, vendor shall include a list of at least three (3) references similar in size and scope completed over the past three (3) years. Information provided shall include client name, address, phone number and contact name. Failure to provide this information may result in disqualification of the proposal from consideration.

11. NORTH CAROLINA PUBLIC RECORDS

All proposals received by Brunswick County shall be considered public information subject to lawful disclosure under North Carolina Public Records Law. Any proposal material deemed by the vendor to constitute either proprietary or trade secret material shall be designated as such, and each sheet or section of a sheet containing such material shall be so marked by the vendor. In addition, it shall be the sole responsibility of the vendor to demonstrate to a court of competent jurisdiction that their designation is proper. Brunswick County shall not make public any material determined by the court to be proprietary or trade secret. Vendor hereby agrees to indemnify and hold Brunswick County free and harmless from any claims, suits, damages, penalties or expenses arising out of vendor's proprietary or trade secret designation.

12. WORK/CHANGE ORDERS

After project award, work will be authorized by either a Brunswick County purchase order or formal contract, whichever is deemed to be in the best interest of Brunswick County. Change orders are required for any changes in scope to the project that add, delete or modify any billable component(s). Each work/change order will contain the date of issue and a unique number used for identification and cross-reference purpose on invoices.

13. PROJECT PLAN

Brunswick County requires that each bidder prepare a detailed plan outlining the primary tasks, estimated hours, responsibility, major deliverables, and timing. Bidder shall provide this plan with an anticipated start date of no later than November 14, 2018. At a minimum, the RFP response will cover the following areas:

- FEMA Program Assistance approach.
- Methods to be used to gather and document detailed departmental information on business functions in order comply with FEMA processes and regulations.
- Strategies planned in order to implement FEMA Program Assistance.
- Detail related to the format of all documentation to be presented (i.e. Microsoft Visio, Excel, Word, etc.).

14. PROJECT MANAGEMENT

The vendor must provide a full description of the services and processes that will be performed during the program management process in the most efficient, timely and comprehensive manner.

The vendor shall assign a single Project Manager dedicated and available for the entire duration of the project. The Project Manager may only be replaced upon approval by, or at the request of Brunswick County.

At a minimum, the vendor's Project Manager shall be responsible for oversight and management of the Primary Tasks outlined in Section 1 of this RFP.

15. PROJECT DELIVERABLES

1. Action Plan, including project phases, major tasks, responsibilities to be undertaken by Brunswick County Vendor, and milestone objectives.

2. Weekly or bi-weekly project conference calls to be held throughout the project, with meeting agendas and minutes provided by the vendor.

3. Ongoing action item list maintained by the vendor.

4. The vendor will provide a template and procedure for formal reporting of issues by the customer.

5. Final Report that summarizes the engagement within the outlined within section 7.3.7 (d).

16. UTILIZATION OF SMALL BUSINESS CONCERNS

1) Definitions. As used in this contract –
   a) HUBZone small business concern means a small business concern that appears on

the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

b) Service-disabled veteran-owned small business concern –
   i) Means a small business concern -
      (1) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
      (2) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
   ii) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16). Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

   Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that –
   iii) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by –
      (1) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
      (2) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
   iv) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

c) Veteran-owned small business concern means a small business concern –
   i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
   ii) The management and daily business operations of which are controlled by one or more veterans.

d) Women-owned small business concern means a small business concern –
   i) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
   ii) Whose management and daily business operations are controlled by one or more women.

2) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime

contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran- owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

3) The vendor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The vendor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the vendor's compliance with this clause.

4) Vendors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned

   small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

5) The vendor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include –

   a) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or http://www.sba.gov/hubzone;
   b) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or
   c) The SBA HUBZone Help Desk at hubzone@sba.gov.

17. ADDITIONAL TERMS AND CONDITIONS

DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATIONS OR LIABILITY

The vendor, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the vendor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.

PROTEST PROCEDURES

Protests related to this procurement must be addressed to the Brunswick County Deputy County Manager, P. O. Box 249, Bolivia, NC 28422 and shall be received, in writing, within 5 calendar days of bid award. Responses will be supplied not later than (7) calendar days following receipt of said protest. A protester must exhaust all administrative remedies before

pursuing a protest with the Federal grantor agency. Reviews of protests by the Federal grantor agency are limited to:

(1) Violations of federal law or regulations and the standard of this section (violations of state or local law will be under the jurisdiction of state and local authorities) AND
(2) Violations of the grantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal grantor agency other than those specified above will be referred to the grantee.

ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq.
49 CFR Part 18

The vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

AMERICANS WITH DISABILITIES ACT (ADA)

Americans with Disabilities Act (ADA). The vendor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements the Federal Government. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

PRIVACY ACT
5 U.S.C. 552

(1) The vendor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the vendor agrees to obtain the express consent of the Federal Government before the vendor or its employees operate a system of records on behalf of the Federal Government. The vendor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The vendor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance.

DRUG-FREE WORK PLACE

The vendor, by submitting a proposal, shall adhere Federal Drug Free Workplace requirements as outlined in 2 C.F.R. 182. vendor shall make good faith efforts to maintain a drug-free workplace, publish workplace statement and establish drug-free awareness programs for employees. vendor should take action concerning who are convicted of violating drug statutes in the work place. vendor shall contact Brunswick County if vendor cannot adhere to the requirements of the Federal Regulations noted above. Failure to comply provisions shall be considered a breach of contract.

FORM OF EXCEPTIONS

Bidder shall identify each exception or deviation from the specifications. The omission of exceptions implies complete compliance with the Bid Documents and Specifications.

BID PROPOSAL

FEMA PROGRAM ASSISTANCE CONSULTING
PER THE BRUNSWICK COUNTY SPECIFICATIONS

Note to Proposers: All costs proposed are to be inclusive of labor, materials, equipment, incidentals, etc. necessary to provide the scope of services outlined in this RFP for the below listed hourly rates. Rates proposed are also to include all expenses, including general overhead, equipment, field overhead, profit, travel per diem, all necessary food, water, restroom and lodging facilities needed to provide these services.

Position Descriptions	Hourly Rate[1]
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____

Not to Exceed Clause:

Not to exceed $50,000

[1] Hourly rates listed in response to the above rate table may be decreased through negotiation in any contract entered into as a result of this RFP, including the original contract and renewals, but cannot be increased.

BIDDER INFORMATION

Name of Company_____

Address_____

_____

Phone No._____**Fax No.** _____

E-Mail Address_____

Federal I.D. No._____

SDBE, Minority or Woman Owned Business Enterprise_____**Yes** _____**No**

Bid Submitted By: _____

(Name Printed Out)

_____

(Signature)

Title:_____

Date:_____

NORTH CAROLINA

SERVICES AGREEMENT

BRUNSWICK COUNTY **[with FEMA clauses]**

THIS SERVICES AGREEMENT (hereinafter referred to as the **"AGREEMENT")** is made and entered into this the ___ day of October, 2018, by and between **BRUNSWICK COUNTY**, a body politic and corporate of the State of North Carolina, (hereinafter referred to as **"COUNTY"**), party of the first part and **[SERVICE PROVIDER]**, (hereinafter referred to as **"PROVIDER" or "CONTRACTOR"**), party of the second part.

WITNESSETH:

1. **SERVICES; FEES**

The services to be performed under this **AGREEMENT** (hereinafter referred to collectively as **"SERVICES"**) and the agreed upon fees for said **SERVICES** are as follows:

*Describe the general nature of this agreement and incorporate any relevant Proposal or Statement of Work as **Exhibit "A"***

Any exhibits or attachments referenced above are hereby incorporated by reference and made a part of this **AGREEMENT**. Any conflict between the language in an exhibit or attachment and the main body of this **AGREEMENT** shall be resolved in favor of the main body of this **AGREEMENT**.

2. **TERM OF AGREEMENT AND TERMINATION**

The term of this **AGREEMENT** begins upon execution of the **AGREEMENT** and continues in effect until _____, unless sooner terminated as provided herein. The **COUNTY** may terminate this **AGREEMENT** at any time without cause by giving sixty (60) days' written notice to the **PROVIDER**. As soon as practicable after receipt of a written notice of termination without cause, **PROVIDER** shall submit a statement to the **COUNTY** showing in detail the **SERVICES** performed under this **AGREEMENT** through the effective date of termination. **COUNTY** may terminate this **AGREEMENT** for cause by giving written notice of a breach of the **AGREEMENT**. **PROVIDER** shall have thirty (30) days to cure the breach following receipt of the notification. Failure to cure the breach within the thirty (30) days shall result in the immediate termination of the **AGREEMENT**.

3. **NONAPPROPRIATION**

If the Board of County Commissioners does not appropriate the funding needed by the **COUNTY** to make payments under this **AGREEMENT** for a given fiscal year, the **COUNTY** will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the **COUNTY** will promptly notify the **PROVIDER** of the non-appropriation and this **AGREEMENT** will be terminated at the end of the last fiscal year for which

funds were appropriated. No act or omission by the **COUNTY** which is attributable to non-appropriation of funds shall constitute a breach of or default under this **AGREEMENT**.

4. COMPENSATION

The **COUNTY** agrees to pay fees as specified in Exhibit "A" or as set out above for the **SERVICES** satisfactorily performed in accordance with this **AGREEMENT**. Unless otherwise specified, **PROVIDER** shall submit monthly invoices to **COUNTY** and include detail of all **SERVICES** delivered or performed under the terms of this **AGREEMENT**. **COUNTY** shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, **COUNTY** will not pay late fees on any charges under this **AGREEMENT**. If **COUNTY** disputes any portion of the charges on any invoice received from **PROVIDER**, the **COUNTY** shall inform **PROVIDER** in writing of the disputed charges. Once the dispute has been resolved, **PROVIDER** shall re-invoice **COUNTY** for the previously disputed charges, and, per any resolution between **COUNTY** and **PROVIDER**, the **COUNTY** shall pay those charges in full at that time. No advance payment shall be made for the **SERVICES** to be performed by **PROVIDER** under this **AGREEMENT**.

5. INDEPENDENT CONTRACTOR

Both **COUNTY** and **PROVIDER** agree that **PROVIDER** shall act as an independent contractor and shall not represent itself as an agent or employee of the **COUNTY** for any purpose in the performance of its duties under this **AGREEMENT**. **PROVIDER** represents that it has or will secure, at its own expense, all personnel required in performing the **SERVICES** under this **AGREEMENT**. Accordingly, **PROVIDER** shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this **AGREEMENT**, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. **PROVIDER** shall not be entitled to participate in any plans, arrangements or distributions by the **COUNTY** pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to **COUNTY** employees.

In the event the Internal Revenue Service should determine that **PROVIDER** is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then **PROVIDER** hereby acknowledges that all payments hereunder are gross payments, and the **PROVIDER** is responsible for all income taxes and social security payments thereon.

6. PROVIDER REPRESENTATIONS

(1) **PROVIDER** is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;

(2) **PROVIDER** has all requisite corporate power and authority to execute, deliver and perform its obligations under this **AGREEMENT**;

(3) No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for **PROVIDER** to enter into and perform its obligations under this **AGREEMENT**;

(4) **PROVIDER** shall not violate any agreement with any third party by entering into or performing the **SERVICES** under this **AGREEMENT**;

(5) **PROVIDER** will perform all **SERVICES** in conformity with the specifications and requirements of this **AGREEMENT**;

(6) The **SERVICES** provided by **PROVIDER** under this **AGREEMENT** will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements);

(7) **PROVIDER** shall exercise reasonable care and diligence when performing the **SERVICES** hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said **SERVICES**;

(8) **PROVIDER** acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the **SERVICES**, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and

(9) **PROVIDER** shall ensure that whenever its employees or agents are on **COUNTY** property, they will strictly abide by all instructions and directions issued by the **COUNTY** with respect to rules, regulations, policies and security procedures applicable to work on the **COUNTY'S** premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

The parties acknowledge that FEMA financial assistance will be used to fund the **AGREEMENT** only. **PROVIDER** will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives;

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

PROVIDER shall be solely responsible for any damage to or loss of the **COUNTY'S** equipment, facilities, property and/or data arising out of the negligent or willful act or omission of **PROVIDER** or its subcontractors. In the event that **PROVIDER** causes damage to the **COUNTY'S** equipment or facilities, **PROVIDER** shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

9. NON-ENDORSEMENT AND PUBLICITY

COUNTY is not endorsing **PROVIDER** or its **SERVICES**, and **PROVIDER** is not permitted to reference this **AGREEMENT** or **COUNTY** in any manner without the prior written consent of **COUNTY**. Notwithstanding the foregoing, the parties agree that **PROVIDER** may list the **COUNTY** as a reference in response to requests for proposals and may identify **COUNTY** as a customer in presentations to potential customers.

10. NON-EXCLUSIVITY

PROVIDER acknowledges that **COUNTY** is not obligated to contract solely with **PROVIDER** for the **SERVICES** covered under this **AGREEMENT**.

11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

PROVIDER hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

12. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

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

13. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this **AGREEMENT**, **PROVIDER** shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

i. Competitively within a timeframe providing for compliance with the **AGREEMENT** performance schedule;

ii. Meeting **AGREEMENT** performance requirements; or

iii. At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

14. ACCESS TO RECORDS

The following access to records requirements apply to this **AGREEMENT**:

(1) **PROVIDER** agrees to provide **COUNTY**, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of **PROVIDER** which are directly pertinent to this **AGREEMENT** for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) **PROVIDER** agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the **AGREEMENT**.

15. DHS SEAL, LOGO, AND FLAGS

PROVIDER shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. SUSPENSION AND DEBARMENT

(1) This **AGREEMENT** is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such **PROVIDER** is required to verify that none of the **PROVIDER**, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) **PROVIDER** must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by **COUNTY**. If it is later determined that **PROVIDER** did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FEMA and **COUNTY**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

17. INDEMNIFICATION

PROVIDER shall defend, indemnify and hold harmless **COUNTY**, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against **COUNTY** or which **COUNTY** must pay and incur 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 **PROVIDER**, its employees or agents. **PROVIDER** further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. **PROVIDER** shall be fully responsible to **COUNTY** for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this **AGREEMENT**.

18. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

PROVIDER acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to **PROVIDER'S** actions pertaining to this **AGREEMENT**.

19. NO OBLIGATION BY FEDERAL GOVERNMENT

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

20. MINORITY BUSINESS ENTERPRISES

PROVIDER will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this **AGREEMENT**.

21. INSURANCE

PROVIDER shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by **COUNTY** with limits acceptable to **COUNTY**. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include **COUNTY** as an additional insured and as a certificate holder. **PROVIDER** shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by **COUNTY**. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. **PROVIDER** shall have no right of recovery or subrogation against **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 aforementioned insurance.

22. WORKERS' COMPENSATION

To the extent required by law, **PROVIDER** shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event **PROVIDER** is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, **PROVIDER** shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling **PROVIDER'S** obligations under this **AGREEMENT.**

PROVIDER agrees to furnish **COUNTY** proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

23. REMEDIES

(1) **RIGHT TO COVER.** If **PROVIDER** fails to meet any completion date or resolution time set forth, due to no fault of **COUNTY**, the **COUNTY** may take any of the following actions with or without terminating this **AGREEMENT**, and in addition to, and without limiting, any other remedies it may have:

i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the **SERVICES** from a third party until the matter is resolved and **PROVIDER** is again able to resume performance under this **AGREEMENT**; and

ii. Deduct any and all expenses incurred by **COUNTY** in obtaining or performing the **SERVICES** from any money then due or to become due **PROVIDER** and, should the **COUNTY'S** cost of obtaining or performing the **SERVICES** exceed the amount due **PROVIDER**, collect the amount due from **PROVIDER**.

(2) **RIGHT TO WITHHOLD PAYMENT. COUNTY** reserves the right to withhold any portion, or all, of a scheduled payment if **PROVIDER** fails to perform under this **AGREEMENT** until such breach has been fully cured.

(3) **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this **AGREEMENT** all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this **AGREEMENT**.

(4) **OTHER REMEDIES.** Upon breach of this **AGREEMENT**, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

(5) **NO SUSPENSION.** In the event that **COUNTY** disputes in good faith an allegation of breach by **PROVIDER**, notwithstanding anything to the contrary in this **AGREEMENT**, **PROVIDER** agrees that it will not terminate this **AGREEMENT** or suspend or limit any **SERVICES** or warranties, unless: (i) the parties agree in writing; or (ii) an order of a

court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

24. TAXES

PROVIDER shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. **PROVIDER** shall substantiate, on demand by the **COUNTY**, that all taxes and other charges are being properly paid.

25. HEALTH AND SAFETY

PROVIDER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the **SERVICES**. **PROVIDER** shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the **SERVICES** and other persons who may be affected thereby.

26. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this **AGREEMENT**, **PROVIDER** agrees as follows:

(1) **PROVIDER** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **PROVIDER** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. **PROVIDER** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) **PROVIDER** will, in all solicitations or advertisements for employees placed by or on behalf of **PROVIDER**, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) **PROVIDER** will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the **PROVIDER'S** commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) **PROVIDER** will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) **PROVIDER** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or

pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of **PROVIDER'S** noncompliance with the nondiscrimination clauses of this **AGREEMENT** or with any of the said rules, regulations, or orders, this **AGREEMENT** may be canceled, terminated, or suspended in whole or in part and **PROVIDER** may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) **PROVIDER** will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. **PROVIDER** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event **PROVIDER** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency **PROVIDER** may request the United States to enter into such litigation to protect the interests of the United States.

27. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

(1) Provider. **PROVIDER** shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this **AGREEMENT**.

(2) Subcontracts. **PROVIDER** or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the **AGREEMENT** clauses above may be grounds for termination of the **AGREEMENT**, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

28. CLEAN AIR ACT

(1) **PROVIDER** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) **PROVIDER** agrees to report each violation to **COUNTY** and understands and agrees that **COUNTY** will, in turn, report each violation as required to assure notification to **COUNTY**, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) **PROVIDER** agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

29. FEDERAL WATER POLLUTION CONTROL ACT

(1) **PROVIDER** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) **PROVIDER** agrees to report each violation to **COUNTY** and understands and agrees that **COUNTY** will, in turn, report each violation as required to assure notification to **COUNTY**, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) **PROVIDER** agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

30. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the **SERVICES** which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section **PROVIDER** and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, **PROVIDER** and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. **COUNTY** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by **PROVIDER** or subcontractor under any such contract or any other federal contract

with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. **PROVIDER** or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

31. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 153A-449, **PROVIDER** understands that it is a requirement of this **AGREEMENT** that **PROVIDER** and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, **PROVIDER** agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and **PROVIDER** shall require its subcontractors to do the same. Upon request, **PROVIDER** agrees to provide **COUNTY** with an affidavit of compliance or exemption.

32. CONFIDENTIAL INFORMATION

For purposes of this **AGREEMENT**, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

(1) in the public domain through no fault of the Recipient;

(2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

(3) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

(4) independently developed by the Recipient without breaching this **AGREEMENT** or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;

(5) disclosed with the prior written consent of the Discloser; or

(6) required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

33. OWNERSHIP OF WORK PRODUCT

Should **PROVIDER'S** performance under this **AGREEMENT** generate documents or other work product that are specific to the **SERVICES** hereunder, such documents or work product shall become the property of **COUNTY** and may be used by **COUNTY** on other projects without additional compensation to **PROVIDER.**

34. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this **AGREEMENT** (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and **COUNTY** shall not recognize any assignment in violation of this provision.

35. GOVERNING LAW AND VENUE

This **AGREEMENT** shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this **AGREEMENT** shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

36. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this **AGREEMENT**, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

37. GOVERNMENTAL IMMUNITY

COUNTY, to the extent applicable, does not waive its governmental immunity by entering into this **AGREEMENT** and fully retains all immunities and defenses provided by law with regard to any action based on this **AGREEMENT**.

38. NON-WAIVER

Failure by **COUNTY** at any time to require the performance by **PROVIDER** of any of the provisions of this **AGREEMENT** shall in no way affect **COUNTY'S** right hereunder to enforce the same, nor shall any waiver by **COUNTY** of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

39. ENTIRE AGREEMENT

This **AGREEMENT** constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This **AGREEMENT** supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the foregoing, all documents submitted by **PROVIDER** in connection with the Request for Proposal are hereby incorporated by reference and made an integral part hereof. To the extent any of the terms of those documents conflict with the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall prevail.

40. HEADINGS

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

41. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this **AGREEMENT** shall not affect the validity of the remaining portion of the **AGREEMENT** so long as the material purposes of this **AGREEMENT** can be determined and effectuated. If a provision of this **AGREEMENT** is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this **AGREEMENT** shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

42. AMENDMENTS

Amendments or changes to this **AGREEMENT**, or additional Proposals or Statements of Work, shall not be valid unless in writing and signed by authorized agents of both **PROVIDER** and **COUNTY**.

43. NOTICES

(1) **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this **AGREEMENT** shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

(2) **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

(3) **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this **AGREEMENT** shall be sent to:

i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022

ii. For the Provider:

[SIGNATURES APPEAR ON FOLLOWING PAGE]

44. SIGNATURES

This **AGREEMENT**, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This **AGREEMENT** may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this **AGREEMENT** by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

BRUNSWICK COUNTY

By: _____

Date: _____

[SERVICE PROVIDER]

By: _____

Date: _____

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

_____
Julie A. Miller, Finance Director
Brunswick County, North Carolina

APPROVED AS TO FORM

_____
Brunswick County Attorney/Asst Attorney

EXHIBIT "A"
PROPOSAL/STATEMENT OF WORK

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # V. - 5.
Clerk to the Board - Meeting Minutes

From:
Andrea White

Issue/Action Requested:
Request that the Board of Commissioners approve the draft minutes from the September 19, 2018 Emergency Called Meeting and the October 1, 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 September 19, 2018 Emergency Called Meeting and the October 1, 2018 Regular Meeting.

ATTACHMENTS:

Description

- Draft Minutes - 2018-09-19 Emergency Called Meeting
- Draft Minutes - 2018-10-01 Regular Meeting

DRAFT

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
EMERGENCY CALLED MEETING
SEPTEMBER 19, 2018
3:30 P.M.

The Brunswick County Board of Commissioners held an Emergency Called Meeting on the above date at 3:30 p.m.; David R. Sandifer Administration Building, Second Floor Training Room, 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 Bryan W. Batton, Asst. County Attorney Sheriff John W. Ingram, IV

I. CALL TO ORDER

Chairman Williams called the meeting to order at 3:30 p.m.

II. PLEDGE OF ALLEGIANCE/INVOCATION

Chairman Williams led the Pledge of Allegiance and gave the Invocation.

III. ORDER OF BUSINESS

Sheriff John W. Ingram, IV was recognized and asked to speak regarding Hurricane Florence. Sheriff Ingram recognized the quality of the team of individuals who have responded to the hurricane, the efforts and quality of the County Manager, and the quality of the preparation prior to the storm. Sheriff Ingram spoke regarding challenges which have been overcome. Sheriff Ingram spoke about upcoming challenges such as more flooding within the Waccamaw Flood Plain and within the Brunswick Plantation Community. Sheriff Ingram recommended sending warnings to the community to encourage evacuation and to work with Emergency Management to ensure assistance is in place to assist the evacuation.

Stephanie Lewis, Director of Operation Services, presented information regarding debris in the unincorporated areas of the County. Lewis estimated that 70% of the debris is in the Northern end of the County and 30% is in the Southern end. Lewis cautioned the Board that assessments were not completed and that debris would continue to accumulate as residents continued clean up. There is estimated to be approximately 160,000 cubic yards of debris in the county.

County Manager Ann Hardy stated that the County has a memorandum of understanding with the Department of Transportation. She further stated that the Board needed to authorize the release of state-maintained roads from the memo. This release would allow the County to collect debris on state-maintained roads. Hardy also stated that the County is able to remove debris from approved private roads.

Commissioner Sykes requested information on debris collection. Don Madio, of CrowderGulf, stated that debris collection would include construction debris. Lewis stated that there would be several trips through the County and that people would have adequate notice of what would be removed, but more notice would be provided.

The Board discussed topics for the notice such as scheduling, contents, and timing.

Commissioner Cooke inquired about reauthorizing Free Dump week for debris. Staff provided reasons not to reauthorize.

Commissioner Forte requested information on where to place debris. Madio stated that the debris must be reachable from the right of way. Commissioner Thompson stated between telephone poles and the road. Commission Williams directed this information to be included in the notices.

Vice-Chairman Thompson moved to authorize the release of State Road System from NCDOT, to authorize debris removal from private roads to the extent reimbursable by FEMA including gated communities where the debris becomes a public health risk and is approved by FEMA, to activate the debris management and debris monitoring contracts, and authorize the County Manager to execute any necessary documentation.

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

Commissioners shared comments on the storm and complemented staff performance and communication.

Vice-Chairman Thompson requested sending an additional CodeRed message regarding flooding in the Waccamaw Plain.

County Manager Hardy recognized the dedication of Sheriff Ingram and thanked the Board for its support.

IV. ADJOURN

With the consensus of the Board, Vice-Chairman Thompson adjourned the meeting at 3:58 p.m.

_____
Frank Williams, Chairman
Brunswick County Board of Commissioners

Attest:

_____
Andrea White, NCCCC
Clerk to the Board

DRAFT

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
OCTOBER 1, 2018
3:00 P.M.

The Brunswick County Board of Commissioners met in Regular Session on the above date at 3:00 p.m., Commissioners' Chambers (Temporary Location 2nd Floor Training Room), 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, Public Information Officer
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 3:00 p.m.

II. INVOCATION/PLEDGE OF ALLEGIANCE

Vice-Chairman Thompson gave the Invocation and led the Pledge of Allegiance.

III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman Williams asked for any adjustments to the agenda.

No adjustments were made.

Vice-Chairman Thompson moved to approve the agenda as presented. The vote of approval was unanimous.

Following the approval of the agenda, each of the Commissioners provided remarks regarding the outstanding performance of staff before, during, and after Hurricane Florence. They also recognized the communities for working together and the groups from outside of the county/country that came to help. The Board recognized the challenges that will come with recovery and Vice-Chairman Thompson asked that an official after-action report be prepared to talk about and document the things that went really well, areas of improvement, and things the county needs to prepare for in the future.

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. Ms. Lori Shipston, resident of Bolivia, spoke in reference to a rezoning in the Town of Bolivia. Ms. Shipston shared a concern that the notice from the Town of Bolivia did not clearly indicate why the 7.43 acres across from Bolivia Elementary was being rezoned and felt that every person at Bolivia Elementary School should be privy to what may be taking place across from the school. She also shared concerns regarding the proposed use of the property for a 25 to 45 bed men's alcohol and drug addiction recovery facility noting that, as participation in the program is voluntary, a person could walk off campus at any time. She asked that the Board of Commissioners reach out to the school board or that someone be present to represent the students.

2. Ms. Marilyn Priddy, resident of Shallotte, thanked the Board and county staff for their efforts during the Hurricane. She also spoke regarding the process for applying for extended food benefits. Currently, the only options to apply are online or on the Brunswick Community College Campus. Some individuals have relayed to her that they unable to stand in line for long periods of time because of work responsibilities, some have lost the ability to get online, and some have lost their means of transportation. She requested satellite locations in the county to assist residents.

   Chairman Williams asked the County Manager to follow up with the Board after the meeting with any options that may be available.

   Vice-Chairman Thompson suggested having a volunteer assistant at the libraries to help people apply for benefits. The County Manager responded that she would check into the possibility.

3. Mr. Chris Arnim, FEMA Representative, stated that he would be the main point of contact for individual FEMA assistance in the county. Once an individual has applied, an inspector will be on the premises typically within 7 to 10 days and the applicant can expect a response in 3 to 5 business days. He encouraged applicants to read their FEMA letter in its entirety and noted that applicants who are referred to SBA (Small Business Administration) must apply whether or not they want the loan as it is a required part of the process. Mr. Arnim stated that the FEMA DSA Team (Disaster Survivors' Assistance Team) going door-to-door will always wear FEMA attire and will show an ID Badge. If a resident feels uncomfortable, they can request a law enforcement officer be present. Mr. Arnim noted that the Disaster Recovery Center is located at Brunswick Community College.

V. APPROVAL OF CONSENT AGENDA

Chairman Williams asked for a motion on the Consent Agenda.

Vice-Chairman Thompson moved to approve the Consent Agenda as presented.

Chairman Williams asked for discussion. Hearing none, he called the question. The vote of approval was unanimous. The following items were approved:

1. **Administration - Accept Surplus Property Offers for Upset Bid Process**

Accepted, subject to the upset bid process, offers that have been submitted for surplus parcels that have been held by the county for many years and met the value parameters established.

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
141HA018	N. Eagle Way, SE (Wildwood)	.17 acre	$1,000.00	4-3-1985	$606.44	$500.00
141HA021	N. Eagle Way, SE (Wildwood)	.17 acre	$1,000.00	11-5-1986	$440.99	$500.00
141HA022	Wildwood Dr., SE (Wildwood)	.18 acre	$1,000.00	11-5-1985	$596.72	$500.00
141AC003	N. Canary Way, SE (Wildwood)	.35 acre	$2,000.00	7-19-1985	$606.45	$500.00
141AC00401	N. Canary Way, SE (Wildwood)	.35 acre	$2,000.00	4-25-1988	$574.74	$500.00

2. **Administration - Ratify Manager's Decision for Employee Compensation During Hurricane Florence Recovery**
Ratified the manager's decision to provide payment for all hours worked to exempt employees and premium pay for all hours worked to non-exempt employee that worked at least 40 hours while the county offices were closed due to Hurricane Florence through October 1, 2018.

3. **Administration - Ratify Manager's Decision for Hurricane Florence Recovery Permit and Fee Waivers**
Approved a waiver of Fees for Building and Trade Permits, Flood Development Permits, Environmental Health Permits and Fees Related to Birth Certificates related to Hurricane Florence recovery efforts from September 19, 2018 through December 31, 2018.

4. **Administration - Ratify Manager's Decision to Pay Employees for State of Emergency Work In Lieu of Petty Leave Accrual**
Ratified the manager's decision to provide payment for petty leave earned to those employees that worked during Hurricane Florence.

5. **Administration - Ratify Manager's Decision Regarding Annual & Sick Leave Utilization During State of Emergency**
Ratified the manager's decision not to require employees that were unable to take scheduled vacations or sick leave during the State of Emergency to use their preapproved leave and provide them with petty leave.

6. **Administration - Ratify Manager's Decision to Restore Disconnected Utility Services & Waive Late Fees**
Ratified the decision of the manager to restore utility services that were disconnected for non-payment and waive late payment service fees through the October 1, 2018 billing cycle.

7. **Clerk to the Board - Meeting Minutes**
Approved the draft minutes from the August 20, 2018 Regular meeting.

8. **Code Administration - Interlocal Governmental Agreements for Building Inspection Services**
Approved an agreement with the Town of Leland for a period of 180 days and the Town of Boiling Spring Lakes for a period of 90 days for a county inspector to assist with inspections

within the towns at a rate of $75 per inspection and with an effective date of September 15, 2018.

9. **Code Administration - Interlocal Governmental Agreements for Flood Damage Prevention Ordinance Enforcement**
Renewed the Interlocal Governmental Agreements for the enforcement of the Flood Damage Prevention Ordinance for the Town of Belville, the Town of Bolivia, the Town of St. James and the Town of Varnamtown and enter into an agreement with the Town of Shallotte.

10. **Code Administration - Vehicle Replacement**
Approved a replacement of one Code Administration vehicle.

11. **County Attorney - Bonding Agreement Amendment**
Approved Amendment #6 to the Brunswick County Bond Replacement Agreement with the North Myrtle Liquidating Trust and Bond Safeguard Insurance Company.

12. **County Attorney - Easement to Leland for Multi-Use Path**
Granted an easement to the town of Leland across the North Brunswick High School Property necessary for construction of a permanent multi-use path from the Leland Town Hall to North Brunswick High School.

13. **County Attorney - Pine Forest Blvd. Deed of Dedication**
Accepted the Deed of Dedication for water and sewer infrastructure for Pine Forest Blvd.

14. **County Attorney - The Farm at Brunswick, Phase 13 Deed of Dedication**
Accepted the Deed of Dedication for water and sewer infrastructure in The Farm at Brunswick, Phase 13.

15. **County Attorney - The Farm at Brunswick, Phase 14 Deed of Dedication**
Accepted the Deed of Dedication for water and sewer infrastructure for The Farm at Brunswick, Phase 14.

16. **Emergency Management - OnSolve Service Agreement**
Approved an amended service agreement with OnSolve to update service to unlimited use for Code Red Emergency Notifications subject to terms and conditions approved by the County Attorney.

17. **Engineering - The Center at Calabash Renovation Project Deductive Change Order & Contract Closeout**
Approved Change Order (#2 - Final Adjusting) in the deductive amount of ($18,679.25) with the adjusted final contract amount of $1,503,037.75.

18. **Finance - Brunswick Transit System Memorandum of Understanding**
Approved a Memorandum of Understanding with Brunswick Transit as required under the Rural Operating Assistance Program for agencies receiving pass through funds and FY19 Application with DOT funding of $230,903.

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

- **Budget transfer and Capital Project Ordinance for previously closed Courthouse Parking Lot project**
  Reopened the previously closed courthouse parking lot project that was designed but not constructed and made all accounting and budget entries necessary to capitalize the full project costs.

- **Budget Amendment and Capital Project Ordinance for Bailey Street Project construction**
  Transferred $130,015 from US 74-76 project to the Bailey Street Utility Project to split the Bailey Street utility construction portion from the project. The contract for construction was bid with the US 74-76 project and the contract awarded at the March 19, 2018 Board of Commissioners Meeting.

- **Budget Amendment West Regional Capital and Replacement Reserve**
  Transferred $166,166 to the West Regional Capital and Replacement Fund from the Wastewater Fund for the FY18 operating and maintenance surplus in the West Regional Facility as required by the participants agreement and appropriate interest earned in the wastewater reserve fund for West Regional Capital and Replacement Fund in the amount of $5,957.

- **Budget Amendment Northeast Regional Capital and Replacement Reserve**
  Transferred $159,392 to the Northeast Regional Capital and Replacement Fund from the Wastewater Fund for the FY18 operating and maintenance surplus in the Northeast Regional Facility as required by the participants agreement and appropriated interest earned in the wastewater reserve fund for Northeast Regional Capital and Replacement Fund in the amount of $789.

- **Brunswick County Schools request to waive fire re-inspection fees**
  Brunswick County Schools requested the county waive $17,630 in fire re-inspection fees of the schools. The work has been performed and inspected.

- **Budget Transfer for Health Services**
  Ratified the transfer of $25,000 from Community Health Promotions budget for nutritionist contracted services in the WIC program budget.

20. **Finance - Link Computer Corporation Utility Billing Software Licensing Agreement**
    Approved a Muni-Link software utility billing licensing and implementation agreement with Link Computer Corporation.

21. **Health and Human Services - Brunswick Senior Resources Inc. Request for Budget Neutral Revision #3 and #4 to HCCBG Funding Fiscal Year 2017 - 2018 for Brunswick County**
    Approved Revision #3 and Revision #4 budget documents for the Fiscal Year 2017-2018 Home and Community Care Block Grant for Older Adults.

22. **Health and Human Services - Commission Technical Name Correction**
    Reviewed and approved a technical name correction, including the bylaws and originating resolution, from "Brunswick County Substance Abuse and Addiction Commission" to "Brunswick County Substance Use and Addiction Commission."

BRUNSWICK COUNTY RESOLUTION IN SUPPORT OF CREATING THE

DRAFT

BRUNSWICK COUNTY SUBSTANCE USE AND ADDICTION COMMISSION

WHEREAS, cities and communities throughout the nation are dealing with the tragic effects of substance use disorder, with heroin and prescription opioid abuse reaching epidemic proportions; and

WHEREAS, heroin and prescription opioid addiction is a public health crisis, ravaging urban, suburban, and rural communities alike with long-term consequences on the physical, mental, and emotional health of individuals and families; and

WHEREAS, in 2016, there were over 42,000 deaths in the U.S. attributed to opioids (including prescription opioids, heroin, and fentanyl), more than any year on record, with 40% of all opioid overdose deaths involving prescription opioids; and

WHEREAS, from 1999 to 2016, there were over 12,000 opioid-related overdose deaths in North Carolina (an increase of 391%) with prescription opioid pain medications being responsible for more deaths than heroin and cocaine combined; and

WHEREAS, according to the "National Institute on Drug Abuse" (NIDA), 80 % of today's heroin addicts' first exposure to opioids is with prescription drugs; and

WHEREAS, in 2017, there were 34 unintentional opioid-related deaths in Brunswick County, along with 280 reported naloxone reversals; and

WHEREAS, 8,509,000 prescription opioid pills were dispensed in Brunswick County in 2017, which equates to over 65 pills for every resident; and

WHEREAS, according to CDC estimates, the cost of unintentional opioid-related overdose deaths in N.C. totaled $1.3 billion in 2015; and

WHEREAS, individuals with substance use disorders can reach recovery through a variety of prevention and treatment resources and recovery support programs; and

WHEREAS, preventing and overcoming substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, across the country, only 11% of people who need substance use disorder treatment get it; and

WHEREAS, stigma and insufficient understanding often serve as major barriers to care and force people struggling with addiction to do so alone in the shadows; and

WHEREAS, without the appropriate treatment and services, people with mental illnesses and substance use disorders continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families; and

WHEREAS, Trillium Health Resources is the local governmental agency (LME/MCO) that manages mental health, substance use, and intellectual/developmental disability services in Brunswick County; and

WHEREAS, the North Carolina Association of County Commissioners has undertaken a serious effort to address the local service needs of those with substance use disorder and mental illnesses through the appointment of a special Task Force; and

WHEREAS, Brunswick County takes pride in their responsibility to protect and enhance the health, welfare, and safety of its residents in efficient and cost-effective ways; and

WHEREAS, Brunswick County realized significant contributions over the past year through volunteers, the Opioid Task Force, various non-profits, government agencies, faith-based organizations, and treatment providers, whom have studied multiple organizations and programs across the country, evaluated our own problems, and initiated a plan of action for our county and citizens.

NOW THEREFORE, BE IT RESOLVED that the Brunswick County Board of Commissioners does hereby establish the Brunswick County Substance Use and Addiction Commission to address the crisis of substance addiction and advocate to improve treatment options for individuals with substance use disorder for the betterment of health and the well-being of our communities.

Adopted this the 1st day of October, 2018.

Frank Williams, Chairman
Brunswick County Commissioners

Attest:
Andrea White, NCCCC
Clerk to the Board

23. **Human Resources - December 13, 2018 Christmas Luncheon Events**
Approved an Employee, Retiree and Advisory Commission Christmas luncheon event on December 13, 2018 at 11:15 AM and 1:00 PM.

24. **Operation Services - Ratify Manager's Decision to Award Contract for Aerial Mosquito Spray**
Ratified the decision of the manager to enter into an emergency agreement for aerial spraying of mosquitoes for approximately 325,160 acres at a total cost of $686,087.

25. **Planning - Holden Beach Causeway Local Direct Attributable Funds**
Approved applying for a grant through the GSATS Local Direct Attributable (DA) Funds Program to fund a Transportation Corridor Study for the Holden Beach Causeway with an estimated county match of $8,000.

26. **Planning - NC Map Review Officer Resolution**
Approved a North Carolina Map Review Officers Resolution amending the list of NC Map Review Officers designated within Brunswick County.

RESOLUTION AMENDING BRUNSWICK COUNTY MAP REVIEW OFFICER DESIGNATIONS FOR MAPS AND PLATS

WHEREAS, North Carolina General Statute §47-30.2 has been enacted into law by the North Carolina General Assembly of 1997, and pursuant to that statute, the Brunswick County Commissioners designated certain persons as map review officers; and

WHEREAS, there have been staffing changes within Brunswick County; and

WHEREAS, it is the intent of the Brunswick County Commissioners to provide an adequate number of map review officers to prevent patrons from unnecessarily waiting and to avoid delay in recording maps or plats.

NOW THEREFORE, the Brunswick County Commissioners hereby amend the Map Review Officer Resolution of September 15, 1997 to add the names of Jennifer Dickinson and Brandon Hackney, and hereby charge the said Jennifer Dickinson and Brandon Hackney to execute the duties and obligations of that office, as proscribed in the above named General Statute. Furthermore, the Brunswick County Commissioners hereby amend the said Resolution to remove the names of Sharon Elwood, Michael L. Hargett, Tracy Erickson Hobgood, Tracey Fields Lanier, Chris McCall, Sherri H. Robinson, Steven Randone, and Matthew A. Stuart. Except as amended herein, the previous Resolution of September 15, 1997 remains in full force and in effect. This instrument shall be duly executed and then filed with the

Brunswick County Register of Deeds Office and indexed in the Grantor Index in the name of the Map Review Officer named above.

This the 1st day of October, 2018.

Frank L. Williams, Chair
Brunswick County Board of Commissioners

ATTEST:
Andrea White, NCCCC
Clerk to the Board

27. **Sheriff's Office - Intergovernmental Agreement Modification US Department of Justice**
Approved an Intergovernmental Agreement Modification with the US Department of Justice, US Marshals Service to include mileage rate reimbursement at the GSA Federal Travel Regulation Mileage Rate.

28. **Tax Administration - September 2018 Releases**
Approved the September 2018 tax releases.

29. **Utilities - AECOM Contract Amendment No. 5 Emergency Utility Repair Design Fees Related to Hurricane Florence**
Approved a contract amendment with AECOM in an amount not to exceed $19,767.03 for engineering services associated with emergency repairs to the utility system.

30. **Utilities - Delegate Authority to the County Manager to Accept Bid Prices and/or Execute Agreements with Local Utility Contractors for Installation of Water Taps and Sewer Grinder Systems for New Installations Due to Hurricane Florence Recovery Operations Through March 31, 2019**
Authorized the County Manager to accept bid prices and/or execute agreements with local utility contractors able to install water taps and sewer grinder systems through March 31, 2019.

31. **Utilities - Ratify Manager's Decision to Award Contract for Boiling Spring Lakes Emergency Water Main Repairs**
Ratified the Manager's emergency decision to accept the bid prices with Arnold Sandy in the amount of $122,000 for installation of a 12" water main by Horizontal Directional Drill to replace a water main destroyed by a dam breach in Boiling Springs Lakes.

32. **Utilities - Sale of Timber from the I. P. Tract to West Fraser, Inc**.
Approved the sale of timber on the I.P. Tract to West Fraser, Inc., in the amount of $251,921.20 and authorized the Chairman and Clerk to the Board to approve the contract upon review by the County Attorney.

33. **Utilities - Utility System Emergency Repairs Design Services Agreement with McKim & Creed**
Approved a contract with McKim & Creed in an amount not to exceed $10,000 for engineering services associated with emergency repairs to the utility system and exempted the contract pursuant to G.S. 143-64.3.1 from procurement requirements based on the amount being less than $50,000.

VI. PRESENTATION

1. **Cooperative Extension - Youth Summit Report (Sydney Blair)**
Request that the Board of Commissioners receive a presentation from Sydney Blair, NCACC 4-H Youth Summit Delegate, of what she learned at the NCACC Youth Summit in Hickory, NC.

Miss Blair gave an update on the NCACC Youth Summit and some of the things she learned. She thanked the Board of Commissioners for sharing her experience and for their service to the citizens of Brunswick County. She hopes to encourage more youth to become involved in local government.

VII. ADMINISTRATIVE REPORT

1. **Planning - STEP Program (Kirstie Dixon, Planning Director)**
Request that the Board of Commissioners send a memo to the State of North Carolina officially requesting the FEMA Shelter and Temporary Essential Power (STEP) Pilot Program be authorized for the State of North Carolina by the Federal Emergency Management Agency (FEMA).

Ms. Dixon explained the STEP Program and requested that the Board of Commissioners send a memo to the Governor of North Carolina requesting that FEMA bring the STEP Program to North Carolina. The STEP program is a tool for individuals that have been displaced. It is a rapid repair program that enables individuals or families whose homes have been damaged due to the hurricane to take shelter in their homes. It allows people to stay near their resources, within their own school districts, near their support systems and their jobs. The program does not repair their home but does provide for their basic life-sustaining needs - those being power, water, a functional kitchen, and a functional bathroom. This program is outside of other benefits individuals can apply for. The cap for North Carolina will be approximately $17,000. The program can be used with insurance, prior to insurance, and by individuals without insurance. The State or Cape Fear Council of Government would manage the program. Local contractors would be hired to make the emergency repairs. Some homes with extensive repairs and mold issues will not be eligible for the program. Ms. Dixon noted that the government only has 30 days to enact the program. There is no income requirement for the program and it is open to all single family and two-family dwellings. Dwellings must be a primary residence, cannot be a rental, and includes mobile homes on foundations.

Vice-Chairman Thompson moved to support the STEP Program and authorized staff to send the memo to the Governor.

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

2. **Utilities - Request for Board to Receive Northwest Water Treatment Plant Basis of Design Report and Approve CDM Smith Contract Amendment No. 3 and Associated Budget Amendment (John Nichols, Director of Public Utilities)**
Request that the Board of Commissioners receive the Basis of Design Report for water treatment plant improvements for the Northwest Water Treatment Plant (NWWTP) and approve a budget amendment and authorize the Chairman and Clerk to the Board to approve Contract Amendment No. 3 with CDM Smith in the amount of $19,585,770 for engineering

and construction administration services associated with the design and construction of advanced treatment and expansion of the Northwest Water Treatment Plant Project.

Mr. Nichols provided a brief history of the plan for expansion to the Northwest Water Treatment Plant. CDM Smith was asked to provide a Basis of Design Report for a preliminary engineering study as required by DEQ (Division of Environmental Quality). The report has been completed and outlines all of the process within the plant that will need to be adjusted to expand the plant for traditional water treatment to 45 mgd to facilitate a 36 mgd advanced treatment reverse osmosis process. Staff asked that the Board approve a budget amendment and authorize the Chairman and Clerk to the Board to approve the Contract Amendment No. 3 with CDM Smith.

Mr. Nichols and Mr. Reed Barton gave a brief update on the status of the permitting process.

County Manager Hardy noted that the agreement includes the construction administration portion of the contract. If for some reason the County is not able to issue the financing in July when bids are requested, the contract would be stopped.

Commissioner Sykes moved to approve the budget amendment and the Contract Amendment No. 3 with CDM Smith.

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

3. **Utilities - Timber Lane/Pickett Road Force Main Replacement Project Notice of Award and Contract with Burnette Enterprises and Associated Budget Amendment (John Nichols, Director of Public Utilities)**
Request that the Board of Commissioners approve the Notice of Award, authorize the associated budget amendment, and authorize the Chairman and Clerk to the Board to execute the construction contract with Burnette Enterprises, Inc., for the construction of the Timber Lane/Pickett Road Force Main Replacement Project contingent on the County Attorney's review and approval of the construction contract, performance bond, payment bond, NC E-Verify Affidavit of Compliance, and insurance certificates. Staff recommends the selection of the lump sum base bid amount of $449,000.

Mr. Nichols provided a brief history of the project. Four bids were received on August 28 and the low bidder was Burnette Enterprises, Inc. Staff recommends that the Board approve the Notice of Award, the associated budget amendment, and contract. Mr. Nichols noted that there is an alternate with the project that staff may recommend adding at a later time. The alternate includes a portion of the work that would be within the Town of Leland's pump station and an associated agreement in which the Town of Leland would reimburse the County for the work.

Vice-Chairman Thompson moved to approve the Notice of Award, the associated budget amendment, and the contract.

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

VIII. <u>BOARD APPOINTMENTS</u>

1. **Governing Body - Annual Board Appointments**
Request that the Board of Commissioners approve the annual board appointments as presented.

The Board reviewed the list of appointees. Chairman Williams noted that there are several vacancies without appointees that need to be taken care of at the next meeting.

Commissioner Cooke moved to approve the appointees presented.

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

Chairman Williams requested that the Board provide the Clerk with possible appointees for the vacant positions as soon as possible.

IX. OTHER BUSINESS/INFORMAL DISCUSSION

Commissioner Cooke recognized Cpt. Mark Trull and thanked him for his committed service to Brunswick County. The Board and staff wished him well in his retirement.

Cpt. Trull expressed his appreciation of the support he has received over the years.

Chairman Williams asked for any other business or informal discussion. No other items were brought forth.

X. ADJOURNMENT

Commissioner Cooke moved to adjourn at 3:45 p.m. 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
October 15, 2018

Action Item # V. - 6.
County Attorney - Driving Creek Hunting Club Lease

From:
Bryan Batton

Issue/Action Requested:
Request that the Board of Commissioners approve renewing the lease of Driving Creek Hunting Club.

Background/Purpose of Request:
Driving Creek Hunting Club has been leasing 611 acres of property on NC Highway 211 in order to hunt. The club has requested to lease the property for another year at the rate of $ 1,222.00 per year.

Fiscal Impact:
Reviewed By Director of Fiscal Operations
$ 1,222.00 for the annual lease

Approved By County Attorney:
Yes

County Attorney's Recommendation:
To consider extending the lease

County Manager's Recommendation:
Recommend that the Board of Commissioners approve renewing the lease of Driving Creek Hunting Club.

ATTACHMENTS:

Description

- Driving Creek Hunting Club Lease

Allen Dale Tatum
President
Driving Creek Hunting Club
P.O. Box 11365
Southport, N.C. 28461

Brunswick Count Attorney
P.O. Box 249
Bolivia, NC 28422

Dear Sir,
In regards to our lease that Driving Creek Hunting Club has with the County of Brunswick on the property on NC Highway 211, otherwise known as Tax Parcels 13600011 and 13600022, we are seeking to renew the lease for another year, starting on 10/1/2018 and ending on 9/30/2019. We are seeking the renewed lease so as to have legal access to Driving Creek Club House, which we do maintain and pay for electrical service to the club house. The renewed lease would also allow for the club members to have a legal presence on the lease and by having this presence on the lease it should help deter the illegal dumping of trash and debris on the land. Thank you for your time and consideration in this matter.

Sincerely,

Allen Dale Tatum
President
Driving Creek Hunting Club

910-367-2563

: CKW

received
9/28/18

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Outdoor Underwriters, Inc.
140 Stoneridge Drive, Suite 230
Columbia, SC 29210

CONTACT NAME:
PHONE A/C, No, Ext): 1-866-961-4101 FAX A/C, No): 1-803-451-5695
E-MAIL ADDRESS: support@outdoorund.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Certain Underwriters at Lloyds, London	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Quality Deer Management Association
Hunting Clubs and Landowners
P. O. Box 160
Bogart, GA 30622

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ✓ LOC	X		HL0161517	Aug 20, 2018	Aug 01, 2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ EXCLUDED
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ WC STATUTORY LIMITS ☐ OTHER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

HUNT CLUB NO.: 20835
HUNT CLUB: Driving Creek Hunt Club
Allen Tatum
PO Box 11365
Southport, NC 28461

NUMBER OF ACRES: 860
LEASED LAND LOCATION: Bolivia, Brunswick County, NC
LANDOWNER ADDITIONAL INSURED?: Yes

CERTIFICATE HOLDER

Brunswick County Atty
Mr. Marshall
PO Box 249
Bolivia, NC 28422

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
George C. Wilson

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ACORD 25 (2010/05)

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # V. - 7.
County Attorney - Jones Hunting Club Lease

From:
Bryan Batton

Issue/Action Requested:
Request that the Board of Commissioners approve renewing the lease of the Jones Hunting Club for three additional months.

Background/Purpose of Request:
Jones Hunting Club has been leasing 215 acres of land north and west of Mulberry Creek and Williams Branch in order to hunt. The club has requested to extend the lease. Due to development that will be taking place on this property in the near future, the lease can only be extended for 3 more months at a rate of 0.50 cents per acre.

Fiscal Impact:
Reviewed By Director of Fiscal Operations
215 acres at 0.50 cents an acre = $ 107.50.

Approved By County Attorney:
Yes

County Attorney's Recommendation:
To consider extending the lease.

County Manager's Recommendation:
Recommend that the Board of Commissioners approve renewing the lease of the Jones Hunting Club for three additional months.

ATTACHMENTS:

Description

- Jones Hunting Lease

STATE OF NORTH CAROLINA

BRUNSWICK COUNTY

LEASE

This Agreement is made the 1st day of October, 2018, between Brunswick County, a political subdivision of the State of North Carolina, as lessor, and the Jones Hunting Club, lessee:

The lessor leases to the lessee the following described premises situated in the County of Brunswick, and State of North Carolina:

> That property described as that portion north and west of Mulberry Creek and Williams Branch of Tax Parcels 18100072, vacant property, containing about 215 acres, more or less. No property south or east of Mulberry Creek and Williams Branch is subject of this lease, nor any other property owned by Brunswick County.

To hold these premises unto the lessee for a term beginning on the 1st day of October, 2018, and ending on the 1st day of January, 2019.

Lessee shall pay rent for the premises during the continuance of this lease at the rate of $ 0.50 (50 cents) per acre for the term of the three (3) month lease, payable in advance on the first day of the term to the office of the County Finance Office.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at lessee‘s own expense, the demised premises and appurtenances, including pocosin terrain and other natural features.

Lessee shall not assign this lease or sublet the premises or any part of them without the written consent of the lessor and upon the termination of this lease shall surrender the premises to the lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the lessor, excepted.

In case the premises shall be rendered untenantable by fire or other casualty during the term, this lease thereby shall be terminated. In the event of termination of this lease, lessee shall be chargeable with rent only to the date of the fire or other casualty.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy of the termination to the County Manager at the Governmental Center near Bolivia, NC.

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor, it shall be necessary to send a written or printed copy by United States registered or certified mail, postage-prepaid, addressed to the Lessor as follows: Michael Hill,

Lessor and Lessee Responsibilities

Lessee under this lease shall:

Provide and maintain at all times public liability insurance in the amount of $2,000,000.00 combined single limit with the County to receive a certificate of insurance for insurance prior to lease execution, and naming County as additionally insured. Should any of the above-described policies be cancelled before the expiration date, the Lessee shall provide to the Lessor at the location cited a copy of the cancellation notice immediately and in no event more than five days after receipt.

Comply at all times with the provisions of the City and County's Ordinances and State Law in the maintenance and enjoyment of the demised premises.

Have the right to enjoy, peacefully and quietly, the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor.

Lessee under this lease shall:

Allow the Lessee the right to enjoy, peacefully and quietly, the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns.

Use of Premises: Lessee shall use and occupy the premises for the use of a hunting site and for no other use or purpose.

Cancellation Option: Lessee reserves the right to terminate this lease upon ten days' prior written notice during the term of the lease.

This the _____ day of October, 2018.

_____
Jones Hunting Club

_____
BRUNSWICK COUNTY
Chairman, Board of Commissioners

ATTEST:

_____
Clerk

Brunswick County Board of Commissioners

ACTION AGENDA ITEM

October 15, 2018

Action Item # V. - 8.
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.

-Budget Amendment and Capital Project Ordinance for Brunswick County Schools
Transfer $3,000,000 from Ad Valorem Contingency for Hurricane recovery as approved by the Brunswick County Board of Education on October 2, 2018.

-Health Services Budget Amendment
Appropriate $10,000 of insurance proceeds and $20,000 of vehicle escrow funds for replacement vehicle flooded due to recent storm.

-EMS Hurricane Supplies Budget Amendment
Appropriate $240,000 of FEMA disaster assistance and $80,000 of local match for cots, supplies and food purchased for Hurricane Florence.

-BCC Campus Protection Budget Amendment
Appropriate $30,000 of miscellaneous revenue from Brunswick Community College as approved in the agreement approved August 20, 2018 by the Brunswick County Commissioners and the Brunswick County Board of Education to provide law enforcement protection to the college campus.

-Water Pump Replacement Budget Amendment
Reduce the transfer to water capital projects $46,250 to the Water Construction Division for the purchase of new pump to replace the pump intended for water that was transferred to sewer during the Oak Island sewer force main failure and not recommended for water use due to the potential of introducing fecal contaminates.

Background/Purpose of Request:

Fiscal Impact:
Budget Amendment Required, Capital Project/Grant Ordinance 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

- 20181015 BCS Board Approved Budget Amendment
- 20181015 Budget Amendment Ad Valorem Contingency
- 20181015 CPO BCS Ad Valorem Contingency
- 20181015 Budget Amendment Health Insurance Proceeds
- 20181015 Budget Amendment EMS Hurricane Expenses
- 20181015 Budget Amendment Water System Pump
- 20181015 Attach Pump Quote

Capital

4

BRUNSWICK COUNTY SCHOOLS BUDGET AMENDMENT

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2019.

Budget Code	Description of Code	Expenditures	Revenues
4.XXXX.495.XXX.XXX.XXX.59	Hurricane Recovery Expenses - Contracts, Repairs, Equipment	3,000,000.00	
4.4110.495	Ad Valorem Contingency		3,000,000.00
	Total:	3,000,000.00	3,000,000.00

Explanation: To appropriate funding for storm repairs and clean-up.

Total Appropriation in Current Year Budget	74,357,198.18
Increase (Decrease) of Amendment	**3,000,000.00**
Total Appropriation in Current Amended Budget	77,357,198.18

Passed by majority vote of the Board of Education of Brunswick County on Oct 2, 2018.

Charles W. Miller
Chairman, Board of Education

Leslie K. Tubb
Secretary, Board of Education

We, the Board of Commissioners of Brunswick County, hereby approve the changes to the BCS Capital Outlay funds as presented.

Frank Williams
Chairman, Board of Commissioners

Date

Request Info	
Type	Budget Amendment
Description	Ad Valorem Contingency
Justification	Board Meeting 10/15/2018-Transfer $3,000,000 from Ad Valorem Contingency to Hurricane Recovery Expenses.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
428006	499103	School Capital Projects	Ad Valorem Contingency	-3000000	Decrease	Credit
428006	464014	School Capital Projects	PRC 495 Excess Ad Valorem	3000000	Increase	Debit

Total	
Grand Total:	0

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
Brunswick County Schools Capital Project
(428006)

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 Schools Capital Projects Fund:

Brunswick County Schools Capital Project		
Revenues:		
NC Education Lottery		7,082,039
Investment Earnings		-
Transfer from General Fund		36,303,033
Transfer from Special SCRS PRC495		3,628,226
Transfer SCRS PRC077		13,832,255
Fund Balance Appropriated		6,552,413
Total School Capital Project Fund Revenues	**$**	**67,397,966**
Expenditures:		
PRC 495 Excess Ad Valorem		21,542,876
PRC 077 Local Option Sales Tax		32,060,457
GF Hold Harmless Medicaid Swap		372,871
Proc NC Education Lottery Expense		7,082,039
Prior Year Excess Ad Valorem Unavailable		839,499
Transfer to General Fund		314,013
Ad Valorem Contingency		2,752,551
Sales Tax Contingency		2,433,660
Total School Capital Project Fund Expenditures	**$**	**67,397,966**

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

Current Funds Appropriated	$	36,303,033

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

Contribution to Capital Project Fund	$	36,303,033

Section 4. This Capital Project Ordinance shall be entered into the minutes of the October 15, 2018 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	Health Insurance Proceeds
Justification	Board Meeting 10/15/2018-Appropriate $10,000 of insurance proceeds and $20,000 of vehicle escrow for replacement vehicle flooded due to recent storm.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
135100	383913	Family Health Personnel	Insurance Refund	10000	Increase	Credit
135100	399102	Family Health Personnel	Fund Bal Appropriated-Vehicle	20000	Increase	Credit
135100	454000	Family Health Personnel	Cap Outlay-Vehicle on Road	30000	Increase	Debit

Total	
Grand Total:	60000

Request Info	
Type	Budget Amendment
Description	EMS Hurricane Expenses
Justification	Board Meeting 10/15/2018-Appropriate $240,000 of FEMA revenues and $80,000 of local match for cots, supplies, and food purchased for Hurricane Florence.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	80000	Increase	Credit
104330	331015	Emergency Services	Fema Disaster Assistance	240000	Increase	Credit
104330	449912	Emergency Services	FEMA Event 1	320000	Increase	Debit

Total	
Grand Total:	640000

Request Info	
Type	Budget Amendment
Description	Water System Pump
Justification	Board Meeting 10/15/2018-Transfer $46,250 to Water Construction Division capital outlay equipment for the purchase of new pump to replace pump intended for water transferred to sewer during the Oak Island sewer force main failure.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
617180	455000	Water - Construction Division	Cap Outlay-Equipment	46250	Increase	Debit
619800	498041	Interfund Trans Water Fund	Transfer to Water Capital Proj	-46250	Decrease	Credit

Total	
Grand Total:	0

October 6, 2018

Xylem Dewatering Solutions
4113 US 421 Highway, Wilmington, NC 28401
(910)383-1106

Attention Corey Sumner,

Xylem Dewatering Solutions, Inc. is pleased to provide you with the following quotation for the Godwin Model CD100M Critically Silenced Diesel Driven Pump Set and accessories.

4" Godwin CD100M Critically Silenced Diesel Driven Pump
Final Tier 4 Yanmar 3TNV88F 24 HP Diesel Engine
Primeguard 2 Control Panel
Automatic Float Switches
75 Gallon Fuel Tank
GL5 Trailer/Pump can be removed from trailer if needed to make a skid mount unit
4" x 50' Heavy Duty Discharge Hose with Bauer Fittings/Same as Xylem Inc. utilizes in rental fleet
3-4" x 20' Helix Suction Hose with Bauer Fittings
Bullet Screen with 4" Male Bauer Fitting

Total-$45,492.01
Freight-$750.00

Taxes are not included in the amount listed above if applies.

Thank you for your continued interest in Xylem Dewatering Solutions products and the services that we provide. If we can provide any additional information/assistance, please do not hesitate to call us at our Wilmington, NC office @ (910)383-1106.

Shawn Powell
Sales Representative
Xylem Dewatering Solutions Inc.
4113 US 421 Highway
Wilmington, NC 28401
Cell: 919.656.6297
O: 910-383-1106 F: 910-383-1108
shawn.powell@xyleminc.com
www.godwinpumps.com

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # V. - 9.
Health and Human Services - Health Services - Agreement Addendum for 911 Mosquito Abatement (Hurricane Florence)

From:
David Stanley, HHS Executive Director

Issue/Action Requested:
Request that the Board of Commissioners approve the attached agreement addendum and its revision (#1) from the NC Department of Public Health for emergency mosquito abatement and authorize the County's Health Director to sign said addendum and revision.

Background/Purpose of Request:
Due to the significant impact of the recent hurricane on our state, the Department of Public Health issued an agreement addendum allocating funding to impacted counties. This money ($199,913 allocated from Brunswick County) shall be used to support mosquito control efforts within the county to combat the large numbers of nuisance mosquitoes that may have adverse impacts on public health by hindering response and recovery efforts.

Staff recommends approval of the agreement addendum and revision.

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates $199,913 in state restricted funds for use in mosquito control.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the attached agreement addendum and its revision (#1) from the NC Department of Public Health for emergency mosquito abatement and authorize the County's Health Director to sign said addendum and revision.

ATTACHMENTS:

Description

- AA for 911 Mosquito Abatement - Original AA
- AA for 911 Mosquito Abatement - Revision 1
- 20181015 Budget Amendment Mosquito Abatement

Division of Public Health
Agreement Addendum
FY 18-19

Brunswick County Health and Human Services	Environmental Health Section
Local Health Department Legal Name	**DPH Section / Branch Name**
911 Mosquito Abatement (Hurricane Florence)	Larry Michael (919) 707-5858 larry.michael@dhhs.nc.gov
Activity Number and Description	**DPH Program Contact** (name, phone number, and email)
09/27/2018 ï 05/31/2019	
Service Period	**DPH Program Signature** **Date** (only required for a negotiable agreement addendum)
10/01/2018 ï 06/30/2019	
Payment Period	

☒ **Original Agreement Addendum**
☐ **Agreement Addendum Revision # ___**

I. Background:

On September 14, 2018, Hurricane Florence made landfall near Wrightsville Beach, North Carolina, and slowly moved through North Carolina, resulting in record rainfall and significant flooding throughout the southeastern part of the state. Very large populations of floodwater mosquitoes typically emerge weeks following a hurricane or flood event, however, most of these are considered nuisance mosquitoes. Because people spend more time outside cleaning up after a hurricane or flood, they are more likely to be bitten by nuisance mosquitoes. Large numbers of nuisance mosquitoes may have adverse impacts on public health by hindering response and recovery efforts.

II. Purpose:

This Agreement Addendum provides funding for mosquito abatement or other Integrated Mosquito Management (IMM) activities for twenty-seven counties currently under a major disaster declaration. The following counties are designated as such: Beaufort, Bladen, Brunswick, Carteret, Columbus, Craven, Cumberland, Duplin, Harnett, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Moore, New Hanover, Onslow, Pamlico, Pender, Pitt, Richmond, Robeson, Sampson, Scotland, Wayne, and Wilson.

III. Scope of Work and Deliverables:

The Local Health Department shall perform one or more of the following activities:

1. Conduct mosquito abatement activities.
   a. Provide or subcontract to provide the application of mosquito control services to abate primarily adult mosquito populations. If subcontracting, the aerial or ground North Carolina pesticide applicator must have an approved NCDA public health certification.

Health Director Signature (use blue ink) Date

Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: _____ Phone number with area code: _____ Email address: _____

Signature on this page signifies you have read and accepted all pages of this document.

b. Abatement services must focus on controlling mosquitoes in areas with high human population densities and avoid areas with threatened and endangered species identified in spray area mapping.

c. Perform all mosquito abatement activities under the supervision of a licensed applicator.

2. Establish or enhance an existing IMM program at the city or county level in accordance with guidelines from the Centers for Disease Control and Prevention and the American Mosquito Control Association.

3. Provide education regarding mosquito bite avoidance, and purchase and distribute materials for personal prevention measures to the community. This may include but is not be limited to distribution of EPA registered insect repellents, permethrin for treatment of clothing, BTI mosquito dunks, and educational materials.

IV. Performance Measures/Reporting Requirements:

The Local Health Department shall submit signed expenditure and activity reports demonstrating use of the funds for abatement and other activities to the State Public Health Entomologist based on the following schedule:

Reporting Period	Report Due Date
September 27 ï December 31, 2018	January 30, 2019
January 1 ï March 31, 2019	April 30, 2019
April 1 ï May 31, 2019	June 30, 2019

The State Public Health Entomologist will prepare and distribute an expenditure and activity report template to the Local Health Department by October 31, 2018.

V. Performance Monitoring and Quality Assurance:

Monitoring will be conducted by the State Public Health Entomologist, who will review quarterly expenditure and activity reports to ensure they are consistent with abatement of mosquitoes and other activities as specified in the Scope of Work and Deliverables. If deemed out of compliance, the State Public Health Entomologist will provide technical assistance to assist the Local Health Department in coming back into compliance with deliverables. If technical assistance does not prove beneficial, funds for the Agreement Addendum may be reduced.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with *2 CFR §200.331 – Requirements for pass-through entities*, the Division provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.

   a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.

   b. Frequency: Supplements will be generated as the Division receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

2. Acceptable fund expenditures include equipment, supplies, and travel for conducting mosquito abatement activities, expenditures to establish or enhance IMM programs, and expenditures for public education, and the purchase and distribution of personal protective measures.

DPH-Aid-To-Counties **For Fiscal Year: 18/19** **Budgetary Estimate Number : 0**

Activity 911 Service Period Payment Period		AA	1153 5015 00 09/27-05/31 10/27-06/30	Proposed Total	New Total
01 Alamance			0	0	0
D1 Albemarle			0	0	0
02 Alexander			0	0	0
04 Anson			0	0	0
D2 Appalachian			0	0	0
07 Beaufort	*	0	81,995	81,995	81,995
09 Bladen	*	0	39,845	39,845	39,845
10 Brunswick	*	0	199,913	199,913	199,913
11 Buncombe			0	0	0
12 Burke			0	0	0
13 Cabarrus			0	0	0
14 Caldwell			0	0	0
16 Carteret	*	0	142,091	142,091	142,091
17 Caswell			0	0	0
18 Catawba			0	0	0
19 Chatham			0	0	0
20 Cherokee			0	0	0
22 Clay			0	0	0
23 Cleveland			0	0	0
24 Columbus	*	0	66,617	66,617	66,617
25 Craven	*	0	173,899	173,899	173,899
26 Cumberland	*	0	260,536	260,536	260,536
28 Dare			0	0	0
29 Davidson			0	0	0
30 Davie			0	0	0
31 Duplin	*	0	82,438	82,438	82,438
32 Durham			0	0	0
33 Edgecombe			0	0	0
34 Forsyth			0	0	0
35 Franklin			0	0	0
36 Gaston			0	0	0
38 Graham			0	0	0
D3 Gran-Vance			0	0	0
40 Greene			0	0	0
41 Guilford			0	0	0
42 Halifax			0	0	0
43 Harnett	*	0	296,505	296,505	296,505
44 Haywood			0	0	0
45 Henderson			0	0	0
46 Hertford			0	0	0
47 Hoke	*	0	95,252	95,252	95,252
48 Hyde	*	0	18,944	18,944	18,944
49 Iredell			0	0	0
50 Jackson			0	0	0
51 Johnston	*	0	440,636	440,636	440,636

52 Jones	*	0	17,639	17,639	17,639
53 Lee	*	0	166,412	166,412	166,412
54 Lenoir	*	0	120,293	120,293	120,293
55 Lincoln			0	0	0
56 Macon			0	0	0
57 Madison			0	0	0
D4 M-T-W			0	0	0
60 Mecklenburg			0	0	0
62 Montgomery			0	0	0
63 Moore	*	0	156,435	156,435	156,435
64 Nash			0	0	0
65 New Hanover	*	0	148,587	148,587	148,587
66 Northampton			0	0	0
67 Onslow	*	0	265,002	265,002	265,002
68 Orange			0	0	0
69 Pamlico	*	0	11,196	11,196	11,196
71 Pender	*	0	58,047	58,047	58,047
73 Person			0	0	0
74 Pitt	*	0	202,172	202,172	202,172
76 Randolph			0	0	0
77 Richmond	*	0	55,112	55,112	55,112
78 Robeson	*	0	324,991	324,991	324,991
79 Rockingham			0	0	0
80 Rowan			0	0	0
D5 R-P-M			0	0	0
82 Sampson	*	0	95,660	95,660	95,660
83 Scotland	*	0	54,510	54,510	54,510
84 Stanly			0	0	0
85 Stokes			0	0	0
86 Surry			0	0	0
87 Swain			0	0	0
D6 Toe River			0	0	0
88 Transylvania			0	0	0
90 Union			0	0	0
92 Wake			0	0	0
93 Warren			0	0	0
96 Wayne	*	0	283,975	283,975	283,975
97 Wilkes			0	0	0
98 Wilson	*	0	141,298	141,298	141,298
99 Yadkin			0	0	0
Totals			4,000,000	4,000,000	4,000,000

Sign and Date - DPH Program Administrator Lena Williams 09-27-18	Sign and Date - DPH Section Chief Jay P. Michel 9-27-18
Sign and Date - DPH Contracts Office 9-27-18	Sign and Date - DPH Budget Officer 9/27/18 GL 9/27/18

Division of Public Health
Agreement Addendum
FY 18-19

Brunswick County Health and Human Services	Environmental Health Section
Local Health Department Legal Name	**DPH Section / Branch Name**
911 Mosquito Abatement (Hurricane Florence)	Larry Michael (919) 707-5858 larry.michael@dhhs.nc.gov
Activity Number and Description	**DPH Program Contact** (name, phone number, and email)
09/27/2018 – 05/31/2019	
Service Period	**DPH Program Signature** **Date** (only required for a negotiable agreement addendum)
10/01/2018 – 06/30/2019	
Payment Period	

☐ **Original Agreement Addendum**
☒ **Agreement Addendum Revision # 1**

I. Background:
No change.

II. Purpose:
Whereas, the State shall seek reimbursement from FEMA for allowable mosquito abatement activities performed by the counties funded under Agreement Addendum Activity 911.

Whereas, no Local Health Department will be denied reimbursement from the Division of Public Health for activities already undertaken under Activity 911.

This Agreement Addendum Revision #1 adds additional funding guidelines and restrictions to the agreement.

There is no funding change associated with this Agreement Addendum Revision.

III. Scope of Work and Deliverables:
As of October 3, 2018, this Agreement Addendum Revision #1 adds Paragraph 1.d. as follows:

d. Mosquito abatement measures must comply with all Federal, State, Territorial, and local laws, ordinances, and regulations concerning vector control and be in accordance with federal guidelines as outlined in FEMA Policy Assistance Program and Policy Guide, with emphasis on Appendix G: Mosquito Abatement (https://www.fema.gov/media-library-data/1525468328389-4a038bbef9081cd7dfe7538e7751aa9c/PAPPG_3.1_508_FINAL_5-4-2018.pdf);

Health Director Signature (use blue ink) Date

Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: _____ Phone number with area code: _____ Email address: _____

Signature on this page signifies you have read and accepted all pages of this document.

i. Contact FEMA EHP Point of Contact before spraying to identify spray exclusions areas due to the presence of endangered or threatened or critical habitat. Contact FEMA-R4EHP@fema.dhs.gov and cc Chelsea Klein at Chelsea.Klein@fema.dhs.gov;

ii. Insecticide formulations must be among those approved and registered by the U.S. Environmental Protection Agency for use in urban areas for mosquito control, and must be applied according to label directions and precautions by appropriately trained and certified applicators. Furthermore, mosquito abatement measures must comply with all Federal, State, Territorial, and local laws, ordinances, and regulations concerning vector control.

iii. Follow manufacturer's label on EPA-approved chemicals for mosquito abatement by certified employees. The pesticide also must be registered in NC by the NC Department of Agriculture & Consumer Services (NCDA&CS). Provide documentation of the chemical, application method and concentration used.

iv. For aerial spraying, check with NCDA&CS Pesticide Section to make sure the plane and pilot are in compliance with all applicable rules and regulations of the NC Pesticide Law.

IV. <u>Performance Measures/Reporting Requirements</u>:
No change.

V. <u>Performance Monitoring and Quality Assurance</u>:
No change.

VI. <u>Funding Guidelines or Restrictions</u>:
As of October 3, 2018, this Agreement Addendum Revision #1 adds Paragraphs 3-6 as follows:

3. In addition to their local procurement rules/policies, the Local Health Department shall comply with the following rules, applying the most restrictive standard where there is a difference between any of the standards:

   a. Federal Uniform Guidance procurement rules (2 CFR § 200.317-326, https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7);

      i. 2 CFR § 200.321 *Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms* may be satisfied by posting your bid solicitation on the NC HUB office website at the link: https://ncadmin.nc.gov/businesses/historically-underutilized-businesses-hub/submit-contractor-bid-opportunity-hub;

      ii. 2 CFR. § 200.326 and 2 CFR. Part 200, Appendix II, *Required Contract Clauses* may be found here for incorporation into procurement contracts: https://www.fema.gov/media-library-data/1483976790556-96bfcf3bf2c64e94d6f63dd4169a7d2c/RequiredContractClauses2C.F.R.200.326and2C.F.R.Part200AppendixII10917.pdf;

   b. FEMA procurement rules (https://www.fema.gov/public-assistance-policy-and-guidance);

4. The Local Health Department shall keep, and furnish to the Division of Public Health:

   a. Documentation by the Local Health Department of the presence of a serious health threat or mosquito nuisance that is severely hampering the recovery effort or;

b. Trap data, when available, and documentation of determination of need for vector control measures in accordance with FEMA Policy Assistance Program and Policy Guide, with emphasis on Appendix G: Mosquito Abatement (https://www.fema.gov/media-library-data/1525468328389-4a038bbef9081cd7dfe7538e7751aa9c/PAPPG_3.1_508_FINAL_5-4-2018.pdf);

c. The current and accurate procurement file/record to substantiate any bids garnered, awards made, and waivers of competition for all purchases and procurements made with Activity 911 funds;

d. Source documentation of all payments made to vendors under purchases and procurements made with Activity 911 funds;

e. Spray or larvicide area maps detailing the zones affected/treated, the date(s) of application, pesticide(s) and larvicide(s) applied, and any other documentation as required by the Division of Public Health to substantiate the State's FEMA reimbursement claim.

5. The Local Health Department shall not claim any reimbursement from FEMA for activities conducted with funding provided through Activity 911.

6. The Local Health Department shall not claim any funding provided through Activity 911 as a matching contribution for FEMA reimbursement.

Request Info	
Type	Budget Amendment
Description	Mosquito Abatement
Justification	Board Meeting 10/15/2018-Appropriate State Revenue Restricted funds for Mosquito abatement within our Environmental Health program.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
135181	332000	Environmental Health	State Revenues - Restricted	199913	Increase	Credit
135181	423100	Environmental Health	Special Program Material	199913	Increase	Debit

Total	
Grand Total:	399826

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # V. - 10.
Operation Services - Ratify Manager's Decision to Repair Emergency Access for Impassable Private Roads

From:
Stephanie Lewis, Operation Services Director

Issue/Action Requested:
Request that the Board of Commissioners ratify the decision of the manager to repair three private roads where emergency access was not available.

Background/Purpose of Request:
The impacts of Hurricane Florence have resulted in road issues. Operation Services received numerous complaints regarding private roads that were impassable. Brunswick County considers repairs in cases where emergency access is not available. Once a complaint was received staff visited the site and evaluated to determine if the road was passable. If the road was impassable an estimated cost to repair the road was determined. After the evaluation there were three roads where emergency access is not available. The estimated cost to repair these three roads is $35,400.

Attached is a list of the complaints received along with the estimated cost to repair.

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates FEMA Disaster Assistance $20,000 for materials used in emergency road repairs.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners ratify the decision of the manager to repair three private roads where emergency access was not available.

ATTACHMENTS:

Description

- List of Roads with Estimated Costs
- 20181015 Budget Amendment Emergency Road Repair

ROAD WASHOUT COMPLAINTS

Operations' Estimated Cost of Repair	Operations' Determination of Passable / Impassable	Location of Washout/ Inaccessability	Unincorporated / Municipal
10,000	Impassable	Currituck Rd.	Unincorporated
included above		2271 Ireland Trl. (Street) Bolivia - side road of Currituck	Unincorporated
2,000	Passable in poor condition	Coot St. at Merganser, Shallotte	Unincorporated
included above		Shell Point Acres II at Shell Point Rd. (Jay St., off of Merganser, same as above)	Unincorporated
included above		Merganser Rd., Shallotte	Unincorporated
included above		Merganser Rd., Shallotte	Unincorporated
2,500	Passable in poor condition	Egret Dr., Supply	Unincorporated
included above		313 Plantation Ct. (off Egret Rd. / listed above)	Unincorporated
no repair	Passable	970 Holly Ridge Rd., BSL - Holly Point Rd	BSL - Private Road, BSL will not repair
2,000	Passable in poor condition	Ocean Breeze Dr.	Unincorporated
included above		Little Shallotte River Rd.	Unincorporated
no repair	Passable - driveway and yard are underwater	104 Sycamore Rd., BSL	BSL- City Road
20,000	Passable in poor condition	5686 Pinecliff Dr., Leland	Unincorporated
400	Impassable - 2 homes	755 Green Swamp Rd. (driveway)	Unincorporated
2,000	Passable in poor condition	Maple Rd., Ash	Unincorporated
included above		Maple Rd., Ash (same as above)	Unincorporated
included above		Maple Rd., Ash (an additional call to the two others above)	Unincorporated
10,000	Passable in poor condition (one lane traffic only)	Quail Haven Rd., Supply	Unincorporated
no repair	Passable	Moore St. SW, Supply	Unincorporated
no repair	Passable	Edgewater Dr. SW	Unincorporated
included above		Edgewater Dr. SW	
25,000	Impassable	7800 Mosquito Hill	Unincorporated
no repair	Passable	High Hill Dr., Shallotte	Unincorporated
no repair	Passable	4793 Pait Dr., Ocean Isle Beach	Unincorporated
no repair	Passable	2220 Polly Branch Dr.	Unincorporated

Total Est.
73,900

Total Est. for Impassable
35,400

Request Info	
Type	Budget Amendment
Description	Emergency Road Repair
Justification	Board Meeting 10/15/2018-Appropriate FEMA revenues for emergency road repair materials in cases where emergency access is not available.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104280	331015	Operation Services	Fema Disaster Assistance	20000	Increase	Credit
104280	449912	Operation Services	FEMA Event 1	20000	Increase	Debit

Total	
Grand Total:	40000

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # V. - 11.
Park & Recreation - Move With Us Playground Grant for Leland Park

From:
Aaron Perkins, Director of Parks & Recreation

Issue/Action Requested:
Request that the Board of Commissioners accept a "Move With Us Playground Grant" for Leland Park with authorization of prepayment.

Background/Purpose of Request:
Due to safety issues of the existing play structure at Leland Park, the structure was removed in mid-January. Since, citizens have voiced their concerns about the Leland Park play structure and what our plans for replacing that play structure are. Staff submitted a grant for consideration to Burke Playgrounds. "Move With Us Playground Grants" are 100% matching funds towards the purchase of an accepted Burke play structure in the form of a discount off of the listed price.

On August 14, 2018, Burke" Move With Us Playground Grant" selected Leland Park as a recipient structure. Burke "Move With Us" program approved Leland Park to receive a $32,759.00 discount off the purchase of an eligible new BCI Burke playground structure. Total projected cost of the entire play structure is $117,095.00, which includes: Bonded rubber surfacing, concrete curb, stone base, ADA sidewalks.

With acceptance of this grant, and in order for the county to obtain the full 50% discount, cash payment must be submitted with the order. If credit terms are extended a maximum discount of 40% will be applied to the approved playground. The order must be placed on or before November 16, 2018 and must ship by December 21, 2018.

Staff recommends approval of award with the "Move With Us Playground Grant" for Leland Park with authorization of prepayment.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the current budget. With the acceptance of this grant and to receive the discount, payment must be submitted with the order

Approved By County Attorney:

County Manager's Recommendation:
Recommend that the Board of Commissioners accept a "Move With Us Playground Grant" for Leland Park with authorization of prepayment.

ATTACHMENTS:

Description

- Move With Us Playground Grant Award Letter

August 14, 2018

Aaron Perkins
Brunswick County Parks
1937 Andrew Jackson Hwy NE
Bolivia, NC 28422

You Have Been Approved!

Dear Aaron Perkins,

Thank you for applying for the Burke Move With Us Grants Program. Burke and our local Representative, Barrs Recreation, are pleased to inform you that your Move With Us Grants Application has been accepted. Leland Community Park is approved to receive a $32,759 discount off the purchase of an eligible new BCI Burke playground structure as quoted by Barrs Recreation in proposal 405-108335-2.

This grant is offered in the form of a discount off of list price on qualifying Burke Playground Structures. ***Please note: To receive the discount, the order must be placed on or before November 16th, 2018 and must ship by December 21st, 2018.** A Burke Representative from Barrs Recreation will be contacting you and will be discussing further details about the Burke Move With Us Grants Program.

Thank you for your application and interest in the Burke Move With Us Grants Program. BCI Burke Company and Barrs Recreation are looking forward to working with you.

Sincerely,

Marianne M. Larson

Marianne Larson
BCI Burke Move With Us Grant Program Coordinator

cc: Barrs Recreation

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # V. - 12.
Sheriff's Office - Port Security Grant 2018

From:
Mark Trull

Issue/Action Requested:
Request that the Board of Commissioners approve and accept the 2018 Port Security Grant in the amount of $87,002 with a cash match of $29,000 for a total grant cost of $116,002.

Background/Purpose of Request:
Request Board of Commissioners approve and accept the 2018 Port Security Grant for the purchase of one 22-foot Robalo boat and engine services for existing silver ship and requested ship. The grant is in the amount of $87,002 with a cash match of $29,000 for a total grant cost of $116,002. The required cash match will be paid from existing budget of state drug seizure funds.

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates Federal Revenues of $87,002 (75%) and appropriates state drug seizure funds $29,000 (25%) for cost match.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve and accept the 2018 Port Security Grant in the amount of $87,002 with a cash match of $29,000 for a total grant cost of $116,002.

ATTACHMENTS:

Description

- Grant Application Evaluation Form
- Quotes for ship and engine services
- Award package
- 20181015 Budget Amendment FY18 Port Security Grant - Boat

BRUNSWICK COUNTY
Grant Application Evaluation Form

Lead Department:		Date:
Department Head:		Department Contact for Grant:
Co-Applicants / Other Participating Departments/Agencies/Community Organizations:		
Grant Title:		
Funding Organization:		
Grant Period/Term:	Grant Amount: $	☐ New Grant ☐ Recurring Grant Multi-Year Grant? ☐ Yes ☐ No
Matching Funds? ☐ Yes ☐ No	If Yes, Amount: $	☐ In Kind_____ ☐ Cash_____ ☐ Other _____
Describe how match will be met.		
Are matching funds in the current budget or does the match require additional funding? Please explain. ☐ Available ☐ Additional Needed ☐ N/A- No matching funds required/requested		
Briefly describe the purpose of the grant.		

Program Duplication / Cost Recovery	
Will this project **in any way** duplicate or compete with another service or program provided by Brunswick County, another local agency or community organization?	☐ Yes ☐ No ☐ Possibly
Will this grant provide support for a mandated service?	☐ Yes ☐ No
Can we capitalize on this funding to meet current and/or future equipment or facility needs?	☐ Yes ☐ No
Will this grant result in supplanting? *Supplanting occurs when a state, local, or Tribal Government reduces state, local, or tribal funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity.*	☐ Yes ☐ No

Additional Grant Considerations	
Can the scope of work be completed within grant time frame allotted?	☐ Yes ☐ No ☐ Possibly
Can the requirements of this grant be met with current staffing levels? Will new positions be requested (or expiring grant funded positions extended)? If Yes, how many new positions will be funded by the grant? How many existing positions will be funded by the grant?	☐ Yes ☐ No ☐ Possibly ☐ Yes ☐ No _____ new positions _____ existing positions
Will the grant create a program or require any County commitment for funding after grant funding ends?	☐ Yes ☐ No
Will the grant contain subcontracts/sub awards or contractual services? If Yes, please explain:	☐ Yes ☐ No
Description of items or services to be purchased with funds:	
Will any items purchased with grant funds revert back to the granting agency?	☐ Yes ☐ No If yes, explain
Is funding received in advance or on a reimbursement basis?	☐ In Advance ☐ Reimbursement

I have read, and am familiar with Brunswick County's Grant Policy. I acknowledge that as the Department Head, I am agreeing to be responsible for the administration of this grant and will ensure all requirements are fully met in a timely manner.

_____ _____
Department Head Signature Date

_____ _____
Director of Fiscal Operations Date

_____ _____
County Manager Date

☐ Approved by County Manager
☐ Requires BOCC (Agenda Item Needed)

ANGLERS MARINE

910 755-7900 Fax 910 755-7902 *Sales* *Service* *Brokerage*

SOLD TO	HOME PHONE	BUSINESS PHONE	SALESMAN	DATE SOLD
Brunswick County Sherriffs Office			Wes	5/25/2018

ADDRESS	CITY	STATE	ZIP	E-MAIL

COLOR	HULL	DECK	INTERIOR	PROPOSED DELIVERY
White	White	White	White	

MAKE OF BOAT	YEAR	MODEL	LOA	SERIAL NO.	NEW	USED	Price
Robalo	2019	22EX	22			XX	$82,200.00

MAKE OF ENGINE	YEAR	MODEL	HP	SERIAL NO.	NEW	USED	Price
Yamaha	2019	F250xca	250			XX	
						XX	PRICE

MAKE OF TRAILER	YEAR	MODEL & SIZE	SERIAL	PRICE
Coyote	2019	Tandem		

OPTIONAL EQUIPMENT/ACCESSORIES	AMOUNT
Standard Boat	
Custom Hard Top with Radio Box Black underside color	
5 Spreader Lights	
LED Lights underside	
Black Powder Coating	10ft Black Power pole
Garmin7610xsv	
Nema Yamaha Link	
Garmin 210 AIS Vhf with 8ft Antenna	
Trim Tabs with LED Switch	
SS steering wheel	
Powder Coated Leaning post with 5 postion seat	
Flip Up foot rest	
Pull up cleats	
Full Boat Wrap	
Safety Equipment	
5 Panel Curtains	
6- Mustang Jackets	
Dual batterys and Switch with build on battery charger	

options	
SALE PRICE W/ Options	$82,200.00
TRADE ALLOW	0.00
AMOUNT OWING	0.00
Total	0.00
NET SALE	$82,200.00
SALES TAX of options	0.00
TRAILER TAX	0.00
TITLE/REG/DOC FEES	0.00
Bank Fee	0.00
CASH SALE PRICE	$82,200.00
LESS DEPOSIT	0.00
other deposit	
FINANCE AMOUNT	
Due At close	$82,200.00

☐ WHEN THIS BOX IS CHECKED, THE UNIT WHICH IS THE SUBJECT OF THIS CONTRACT IS BEING SOLD ON AN "AS IS" BASIS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS UNIT IS WITH THE PURCHASER.

TITLE TO THE ABOVE DESCRIBED EQUIPMENT SHALL BE TRANSFERRED TO BUYER WHEN BUYER HAS MADE PAYMENT IN FULL FOR THE EQUIPMENT

DESCRIPTION OF TRADE-IN

BOAT	YR	MODEL	SIZE	HULL NUMBER

ENGINE	YR	MODEL	HP	ID NUMBER

TRAILER	YR	MODEL	VIN NUMBER

AMT.OWING	TO WHOM

TOTAL TRADE ALLOWANCE	
TRADE-IN DEBT TO BE PAID BY:	CUSTOMER DEALER

Certified Funds Due at Closing

Certified Bank Check or Cash

eposits on Special Orders or specifical igged boats are forfeited or applied to another purchase.

Anglers Marine, Inc.

BY _____

Not Valid Unless Signed by an Agent of The Company

SIGNED X

SIGNED X

Estimate

Date	Estimate #
6/5/2018	268

842 Ocean Hwy W.
Supply, NC 28462
Phone (910) 755-7900
Fax (910) 755-7902

Name / Address
Brunswick County Sheriff's Office P. O. Box 9 Bolivia, NC 28422

Rep
HH

Item	Description	Qty	Cost	Total
100 Hour Parts HP F225/...		32		
LUB-10W30-FC-12	YAMALUBE 1 QT Y4M 10W30	224	8.75	1,960.00T
ACC-GLUBE-HD-QT	12/1 QT MARINE GEAR HD	32	25.00	800.00T
N26-13440-02-00	Oil Filter N26-13440-02-00	32	29.16	933.12T
6P3-WS24A-01-00	ELEMENT FILTER WITH TAG	32	23.90	764.80T
MARFUELFILTR	FUEL/WATER FILTER 10 MICRON	32	24.50	784.00T
90430-08003	GASKET 9043008003	64	1.00	64.00T
41-LFR6A-11	NGK Spark Plug	192	12.85	2,467.20T
Shop Supplies	Shop Supplies, shop towels, cleaner, grease, etc.	32	8.00	256.00T
	Parts used in 100 Hour Service 225-300HP: oil filter, motor oil from drum (quarts), lower unit oil; Yamaha: gasket, fuel/water filter, element filter with tag, spark plugs and other shop supplies			8,029.12
100 Hour Service 225-30...	100 Hour Service 225-300 HP: Labor includes changing oil and oil filter, changing lower unit oil, pulling prop and greasing prop shaft, removing and installing new spark plugs, changing fuel filters on boat and motor. Greased all points and sprayed engine down with corrosion block. Ran motor on water hose for 10 min, rechecked oil level and was good.....2. 1 hrs @ $87.75 Shop Labor Rate	32	131.63	4,212.16T
Shop Labor	Labor to Remove Lower Unit and install New Water pump kits and remove an install 2 new thermostats.	45	87.75	3,948.75T
SPECIAL ORDERED PA...	Yamaha Water Pump Repair Kit 6CE-W0078-01-00	18	171.48	3,086.64T
SPECIAL ORDERED PA...	Yamaha Thermostats 6CE-12411-0000	36	44.10	1,587.60T

Subtotal	
Sales Tax (6.75%)	
Total	

Phone #	Fax #	E-mail	Web Site
910-755-7900		admin@anglersmarinenc.com	www.anglersmarinenc.com

Estimate

Date	Estimate #
6/5/2018	268

842 Ocean Hwy W.
Supply, NC 28462
Phone (910) 755-7900
Fax (910) 755-7902

Name / Address
Brunswick County Sheriff's Office P. O. Box 9 Bolivia, NC 28422

Rep
HH

Item	Description	Qty	Cost	Total
	This is for the Silver Ship with Twin Yamaha 250's. This is 6 100-hour services per year and 3 water pump and thermostat repair jobs per year.			

Subtotal	$20,864.27
Sales Tax (6.75%)	$1,408.34
Total	$22,272.61

Phone #	Fax #	E-mail	Web Site
910-755-7900		admin@anglersmarinenc.com	www.anglersmarinenc.com

Estimate

Date	Estimate #
6/5/2018	269

842 Ocean Hwy W.
Supply, NC 28462
Phone (910) 755-7900
Fax (910) 755-7902

Name / Address
Brunswick County Sheriff's Office P. O. Box 9 Bolivia, NC 28422

Rep
HH

Item	Description	Qty	Cost	Total
100 Hour Parts HP F225/...		18		
LUB-10W30-FC-12	YAMALUBE 1 QT Y4M 10W30	126	8.75	1,102.50T
ACC-GLUBE-HD-QT	12/I QT MARINE GEAR HD	18	25.00	450.00T
N26-13440-02-00	Oil Filter N26-13440-02-00	18	29.16	524.88T
6P3-WS24A-01-00	ELEMENT FILTER WITH TAG	18	23.90	430.20T
MARFUELFILTR	FUEL/WATER FILTER 10 MICRON	18	24.50	441.00T
90430-08003	GASKET 9043008003	36	1.00	36.00T
41-LFR6A-11	NGK Spark Plug	108	12.85	1,387.80T
Shop Supplies	Shop Supplies, shop towels, cleaner, grease, etc.	18	8.00	144.00T
	Parts used in 100 Hour Service 225-300HP: oil filter, motor oil from drum (quarts), lower unit oil; Yamaha: gasket, fuel/water filter, element filter with tag, spark plugs and other shop supplies			4,516.38
100 Hour Service 225-30...	100 Hour Service 225-300 HP: Labor includes changing oil and oil filter, changing lower unit oil, pulling prop and greasing prop shaft, removing and installing new spark plugs, changing fuel filters on boat and motor. Greased all points and sprayed engine down with corrosion block. Ran motor on water hose for 10 min, rechecked oil level and was good.....2. 1 hrs @ $87.75 Shop Labor Rate	18	131.63	2,369.34T
SPECIAL ORDERED PA...	Yamaha Water Pump Kit	9	171.48	1,543.32T
SPECIAL ORDERED PA...	Yamaha Thermostats	9	44.10	396.90T
Shop Labor	Labor to Remove Lower Unit and install New Water pump kits and remove an install 2 new thermostats.	22.5	87.75	1,974.38T

Subtotal	
Sales Tax (6.75%)	
Total	

Phone #	Fax #	E-mail	Web Site
910-755-7900		admin@anglersmarinenc.com	www.anglersmarinenc.com

Estimate

Date	Estimate #
6/5/2018	269

842 Ocean Hwy W.
Supply, NC 28462
Phone (910) 755-7900
Fax (910) 755-7902

Name / Address
Brunswick County Sheriff's Office P. O. Box 9 Bolivia, NC 28422

Rep
HH

Item	Description	Qty	Cost	Total
	This is for single engine Yamaha 250 for new boat purchase.			

Subtotal	$10,800.32
Sales Tax (6.75%)	$729.02
Total	$11,529.34

Phone #	Fax #	E-mail	Web Site
910-755-7900		admin@anglersmarinenc.com	www.anglersmarinenc.com

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Ann Hardy
Brunswick County Sheriffs Office
70 Stamp Act Dr
Bolivia, NC 28422 - 8320

Re: Grant No.EMW-2018-PU-00305

Dear Ann Hardy:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2018 Port Security Grant Program has been approved in the amount of $87,002.00. As a condition of this award, you are required to contribute a cost match in the amount of $29,000.00 of non-Federal funds, or 25 percent of the total approved project costs of $116,002.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2018 Port Security Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

THOMAS GEORGE DINANNO GPD Assistant Administrator

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE:	Brunswick County Sheriffs Office
PROGRAM:	Port Security Grant Program
AGREEMENT NUMBER:	EMW-2018-PU-00305-S01

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Article I - Summary Description of Project

Project 1: Marine Patrol Enhancement is partially funded for $87,002 (not funding vehicle).

Article II - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article III - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article IV - Procurement of Recovered Materials

Recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article V - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article VI - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article VII - USA Patriot Act of 2001

Recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.

Article VIII - Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article IX - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article X - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XI - Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article XII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XIV - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XVI - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XVII - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XVIII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual.

Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XIX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating 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. Sections 12101- 12213).

Article XX - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXI - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXII - Acknowledgment of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXIII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXIV - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO)

may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXV - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act*, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14.

Article XXVI - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

Article XXVII - Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXIX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXX - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXXI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful- access-people-limited and additional resources on http://www.lep.gov.

Article XXXII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).

Article XXXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XXXIV - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXXV - Federal Debt Status

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXVI - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXXVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXXIX - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XL - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XLI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. Section 3601 et seq.), as implemented by the

Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Section 100.201.)

Article XLII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than the simplified acquisition threshold as defined at 2 C.F.R Section 200.88 (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

BUDGET COST CATEGORIES

Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$82,200.00
Supplies	$0.00
Contractual	$33,802.00
Construction	$0.00
Indirect Charges	$0.00
Other	$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2018-PU-00305-S01	***	V00102309	AWARD	WX03517N2018T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Brunswick County Sheriffs Office 70 Stamp Act Dr Bolivia, NC, 28422 - 8320	FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	FEMA Finance Center 430 Market Street Winchester, VA 22603

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Steven Trull	9102532756	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
09/01/2018	PARS	Cost Reimbursement	**From:** 09/01/2018	**To:** 08/31/2021
			Budget Period 09/01/2018	08/31/2021

1 5. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2018-FA-GC01-P410- -4101-D	$0.00	$87,002.00	$87,002.00	See Totals
			$0.00	**$87,002.00**	**$87,002.00**	**$29,000.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
,	

18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
BERTRAM NMN MCKEITHEN JR , Assistance Officer	Fri Sep 14 21:36:19 GMT 2018

Request Info	
Type	Budget Amendment
Description	FY18 Port Security Grant -Boat
Justification	10/15/2018 Board Meeting - Appropriate Federal Revenues of $87,002 for the US Homeland Security Grant Program for the purchase of a 22ft Coyote Tandem Vessel (to replace a 1996 22ft Parker Vessel) and a 36 Month Service Agreement for the Outboard Motor. Total project costs are $116,002; 75% federal grant, $87,002 and 25% cost match, $29,000 which will be covered by state drug seizure funds. Performance Period 9/1/2018 - 8/31/2021.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	331000	Sheriff's Office	Federal Revenues	87002	Increase	Credit
104310	459800	Sheriff's Office	State Drug Seizure	-29000	Decrease	Credit
104310	435210	Sheriff's Office	Repair and Maint - Boat	33802	Increase	Debit
104310	455000	Sheriff's Office	Cap Outlay-Equipment	82200	Increase	Debit

Total	
Grand Total:	174004

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # V. - 13.
Tax Administration - October 2018 Releases

From:
Jeffery P Niebauer

Issue/Action Requested:
Request that the Board of Commissioners approve the October 2018 tax releases.

Background/Purpose of Request:
Approval of the tax releases for October 2018. A summary of the releases is listed below.

County personal property release value $593,078 (17 releases)
Smithville personal property release value $470,783 (9 releases)
Leland personal property release value $4,970 (1 release)
St James personal property release value $116,352 (3 releases)
Southport personal property release value $338,093 (1 release)
Sunset Beach personal property release value $10,322 (1 release)

County VTS October 2018 release value $937,808 (16 releases)
Boiling Spring Lakes VTS October 2018 release value $15,000 (2 releases)
Leland VTS October 2018 release value $31,930 (3 releases)
Shallotte VTS October 2018 release value $18,420 (1 release)

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the October 2018 tax releases.

ATTACHMENTS:

Description

- Tax Releases for October 2018
- Motor Vehicle Release VTS October 2018 Processed September 2018 (NCDMV Tax & Tag)

Tax Releases for October 2018
BUSINESS PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047056	10/3/2018	WALKER HOLLAND P JR ETALS	146797 (2018)	80004504	SUNSET BEACH	263BE013	SHALLOTTE	$50.06-C $5.01-LL $16.52-SB $1.65-SBLL	$10,322.00	Non Income Producing
047057	10/3/2018	GELCO CORP	051766 (2018)	80025899	ST JAMES	NULL	LOCKWOOD FOLLY	$163.96-C $16.90-SJ	$33,806.00	Listed with Business Personal Property
047058	10/3/2018	GELCO CORP	051764 (2018)	80025899	ST JAMES	NULL	SMITHVILLE	$342.39-C $28.24-SM $35.30-SJ	$70,596.00	Listed with Business Personal Property
047059	10/3/2018	GELCO CORP	051765 (2018)	80025899	ST JAMES	NULL	SMITHVILLE	$121.99-C $10.06-SM	$25,152.00	Listed with Business Personal Property

Tax Releases for October 2018
PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047060	10/3/2018	GILLIAND SKIP	052575 (2018)	80050572	SOUTHPORT	NULL	SMITHVILLE	$1639.75-C $135.24-SM $999.40-SP	$338,093.00	Did Not Own January 1
047061	10/3/2018	BRUSSELMANS ROEL ANTOON	018783 (2018)	80044592	LELAND	030HB073	TOWN CREEK	$24.10-C $10.44-LEL	$4,970.00	Did Not Own January 1
047062	10/3/2018	BROMBERGER GARY	016862 (2018)	80030496	ST JAMES	235FE001	LOCKWOOD FOLLY	$57.96-C $5.98-SJ	$11,950.00	Situs in Another County
047063	10/3/2018	LORETUCCI JOSEPH ARMAND	085086 (2018)	80012076		206BA059	SMITHVILLE	$26.69-C $2.20-SM	$5,503.00	Did Not Own January 1
047064	10/3/2018	JORDAN BROTHERS	073377 (2018)	80013859		NULL	LOCKWOOD FOLLY	$261.46-C	$53,910.00	Did Not Own January 1
047065	10/3/2018	BROADWELL BOYCE PAYNE	016743 (2018)	80009110	OAK ISLAND	235FA028	SMITHVILLE	$49.90-C $4.12-SM	$10,288.00	Did Not Own January 1
047066	10/3/2018	DAVIS MARION D ETUX	301188 (2018)	80001199		217BC009	LOCKWOOD FOLLY	$6.00-C $0.60-LL	$1,238.00	Did Not Own January 1
047067	10/3/2018	NIXON SHIRLEY F (LT)	101768 (2018)	62973460		2273A111	LOCKWOOD FOLLY	$6.12-C	$1,262.00	Duplicate Listing
047068	10/3/2018	BURTON JANETTE T & CARTER D	020595 (2018)	80006189	OAK ISLAND	250BA03201	SMITHVILLE	$24.25-C $2.00-SM	$4,999.00	Did Not Own January 1
047069	10/3/2018	MUNDAY GARY ETUX TIFFANY	100752 (2017)	38087610	OAK ISLAND	236OB01201	SMITHVILLE	$23.46-C $1.93-SMITHVILLE HOSPITAL	$4,837.00	Did Not Own January 1
047070	10/3/2018	MUNDAY GARY ETUX TIFFANY	302055 (2016)	38087610	OAK ISLAND	236OB01201	SMITHVILLE	$24.70-C $2.47-LL $2.04-SM $0.20-LSM	$5,092.00	Did Not Own January 1

Tax Releases for October 2018
PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047071	10/3/2018	MUNDAY GARY ETUX TIFFANY	303955 (2015)	38087610	OAK ISLAND	236OB01201	SMITHVILLE	$26.00-C $2.60-LL $2.14-SM $0.21-LSM	$5,360.00	Did Not Own January 1
047072	10/3/2018	MUNDAY GARY ETUX TIFFANY	303939 (2014)	38087610	OAK ISLAND	236OB01201	SMITHVILLE	$25.22-C $2.52-LL $2.28-SM $0.23-LSM	$5,700.00	Did Not Own January 1

Release Category Codes

Release Code	Release Type	Release Code	Release Type
BHI	BALD HEAD ISLAND	BHILL	BALH HEAD ISLAND LATE LIST
BEL	BELVILLE	BELLL	BELVILLE LATE LIST
BSL	BOILING SPRING LAKES	BSLLL	BOILING SPRING LAKES LATE LIST
BOL	BOLIVIA	BOLLL	BOLIVIA LATE LIST
CAL	CALABASH	CALLL	CALABASH LATE LIST
CS	CAROLINA SHORES	CSLL	CAROLINA SHORES LATE LIST
CAS	CASWELL BEACH	CASLL	CASWELL BEACH LATE LIST
C	COUNTY	FF	FIRE FEE
HB	HOLDEN BEACH	HBLL	HOLDEN BEACH LATE LIST
INT	INTEREST	LL	LATE LIST PENALTY
LSM	LATE LIST SMITHVILLE	LEL	LELAND
LELLL	LELAND LATE LIST	LB	LONG BEACH
LBLL	LONG BEACH LATE LIST	NAV	NAVASSA
NAVLL	NAVASSA LATE LIST	NW	NORTHWEST
NWLL	NORTHWEST LATE LIST	OI	OAK ISLAND
OILL	OAK ISLAND LATE LIST	OIB	OCEAN ISLE BEACH
OIBLL	OCEAN ISLE BEACH LATE LIST	PL02	OFF PREMISES MALT
PL04	OFF PREMISES WINE	PL01	ON PREMISES MALT

Release Category Codes

Release Code	Release Type	Release Code	Release Type
PL03	ON PREMISES WINE	SAD24	SAD 24
SAD25	SAD 25	SAD27	SAD 27
SAD28	SAD 28	SC	SANDY CREEK
SCLL	SANDY CREEK LATE LIST	SBSD	SE BRUNSWICK SAN DIST
SHA	SHALLOTTE	SHALL	SHALLOTTE LATE LIST
SM	SMITHVILLE HOSPITAL	SP	SOUTHPORT
SPLL	SOUTHPORT LATE LIST	SAD	SPECIAL ASSESSMENT DISTRICT
SJ	ST JAMES	SJLL	ST JAMES LATE LIST
SB	SUNSET BEACH	SBLL	SUNSET BEACH LATE LIST
T	TOTAL TAX	VAR	VARNAMTOWN
VARLL	VARNAMTOWN LATE LIST	YP	YAUPON BEACH
YPLLL	YAUPON BEACH LAST LIST		

VTS RELEASES PROCESSED SEPTEMBER 2018

Abstract #	Name-Last, First, Middle	Tag #	Year	Make	B- Val	New Value	Diff.	City	Twp.	Overide %	Overide Value	Overide Status	Acquisition Cost	Acquisition Year	Dep Sch	Exempt Type	Notes	Date	Code	Code Description
44526952	BADER, MICHEAL, FRANZ, JOSEPH	CCR2319	2019	LINC	37,260	35,520	1,740				35,520			2018			BOS 2018= $35520	09/27/18	1	Adjusted per Purchase Price
44527238	WAYBRECHT,ROBERT, ARNOLD JR	CK86437	2009	CAON	4,010	636	3,374	31					1078	2009	B-20		BOS 2009=$1078/ DEP B-20	09/27/18	15	TEC Value Issue
44302130	SHARON METHODIST CHURCH	FHV6305	2018	ELKH	56,000	-	56,000									RELIGIOUS		09/27/18	6	Religious Exempt
44109386	MESSER, JEFFREY, ALAN	2714SA	2018	FORD	47,390	33,171	14,219				33,171						BOS 2018=$33171	09/27/18	1	Adjusted per Purchase Price
42298812	ATLANTIC TELEPHONE MEMBERSHIP CORP	PBV9451	2017	FORD	18,420	-	18,420	22								PUBLIC SERV.	PUBLIC UTILITY EXEMPT. PD BY MISTAKE	09/27/18	14	DMV Issue or TEC Issue
44249172	SPERBER, HERBERT, MATTHEW	7E9034	2006	BMW	1,650	-	1,650	20								MILITARY	HOR-IL	09/27/18	4	Military Exempt
22448107	NORCROSS, MAUREEN, ANN	VZD9120	2008	MAZDA	9,290	7,060	2,230										STATE INSPECTION MILEAGE 195,828	09/27/18	12	High Mileage/Condition
43926101	BROWN,KENNETH, LEROY	CK86031	2018	HOME	14,820	1,150	13,670	31			1,150						TL ADJ TO $100 PER FT & 150 PER AXLE	09/27/18	15	TEC Value Issue
42354801	MILES,KEITH,LEON	6N7914	2017	KTM	14,886	-	14,886	31								MILITARY	HOR IN- ETS 6/19/22	09/27/18	4	Military Exempt
44327406	SPERBER, HERBERT, MATTHEW	FHR6617	2018	HONDA	13,350	-	13,350	20								MILITARY	HOR -IL	09/27/18	4	Military Exempt
44270819	YORASCHEK, RYAN RICHARD	PKM3310	2018	MAZDA	35,450	-	35,450					TEMP				MILITARY	HOR-FL	09/27/18	4	Military Exempt
42290220	RAY, ANDREW	EMD8137	2017	HONDA	19,890	-	19,890					PERM				MILITARY	HOR NY- ETS 11/4/2018	09/27/18	4	Military Exempt
42882752	SALAS SOLA, CHRISTIAN ALEXIS	FBN5423	2017	TOYT	9,490	-	9,490					TEMP				MILITARY	HOR- PUERTO RICO	09/27/18	4	Military Exempt
43781727	DELANEY, DAVID PATRICK	CJ29319	2018	MOTA	787,407	73,497	713,910						79888	2018	B-12			09/27/18	1	Adjusted per Purchase Price
38014994	BRITTAIN, JONATHAN DAVID	BBS4582	2017	HONDA	8,720	6,451	2,269										INSPECTED BY V. WALKER	09/05/18	12	High Mileage/Condition
44310644	BRAVO, JORGE SANTIAGO	DJA5539	2017	MITS	17,260	-	17,260					TEMP				MILITARY	HOR-FL	09/05/18	4	Military Exempt

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # V. - 14.
Utilities - Ratify Manager's Award of Bids and Contracts for Emergency Water Line Repairs

From:
John Nichols, P.E.

Issue/Action Requested:
Request that the Board of Commissioners ratify the manager's emergency award of bids and contracts with Sandy's Hauling & Backhoe Service, Inc., for the repairs of five separate water line breaks in the Boiling Spring Lakes system.

Background/Purpose of Request:
Due to the damage to the water system from Hurricane Florence, there are numerous locations within the water system that will need repair due to roads washing out. Because of the length and depth of washouts in these locations, the broken areas of piping need to be replaced by horizontal directional drill (HDD) method and consist of various lengths and pipe diameter. This method of pipe installation will need to be performed by a specialty contractor with the proper equipment. There is a very limited amount of HDD specialty contractors within the state that can perform this work. Four different HDD contractors were solicited and bids were received from two contractors. Two other contractors were non- responsive (see attached attempted contact log). Sandy's Hauling & Backhoe Service, Inc., was the low bidder on all break locations. Below is a breakdown of HDD cost by areas:

Boiling Spring Lakes Zone 1 (East Boiling Spring Lakes Road and Pine Lake Drive) $100,040
Boiling Spring Lakes Zone 3 (East Boiling Spring Lakes Road and Cherry Street) $45,600
South Shore Drive near Buckbee Road (Boiling Spring Lakes) $28,800
South Shore Drive near Forest Lake Drove (Boiling Spring Lakes) $14,400
Bethel Road Southport $28,680

This contract will facilitate the necessary work for the repairs in order to make the water system whole in these locations.

Staff recommends approval of each proposed bid. Each individual contract will have a not-to-exceed amount. The aggregate not-to-exceed amount for all contracts is $214,640.

Fiscal Impact:
Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates $160,980 (75%) FEMA Disaster Assistance and reduce the Transfer to Water Capital projects $53,660 (25%)

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners ratify the manager's emergency award of bids and contracts with Sandy's Hauling & Backhoe Service, Inc., for the repairs of five separate water line breaks in the Boiling Spring Lakes system.

ATTACHMENTS:

Description

- Utilities - Bid Tabulation - Attach 1
- Utilities - HDD Contractors Attempted to Contact Log - Attach 2
- Utilities - Contractor Bid Forms - Attach 3
- 20181015 Budget Amendment Horizontal Drill Emergency Repair

BCPU EMERGENCY WATERLINE HDD INSTALLATION
BID TABULATION

	Sandy's Hauling & Backhoe Service Inc.	Trueline
HDD Locations	Total Bid Amount	Total Bid Amount
BSL Zone 1 East BSL/Pine Lake	$100,040.00	N/A
BSL Zone 2 East BSL/Crystal	$122,000.00 (previously approved)	N/A
BSL Zone 3 East BSL/Cherry	$45,600	$47,500.00
BSL S.Shore/Buckbee	$28,800.00	$30,000.00
BSL S.Shore/Forest Lake	$14,400.00	$19,500.00
Southport Bethel Rd	$25,800.00	$33,540.00

Identifies low bidder

BCPU HDD Contractor Attempted Contact Log

Lawrimore Construction:

- BCPU staff called and left voicemails on the following dates:
  - 9/24/18
  - 9/25/18
  - 9/27/18
  - 10/1/18

Contractor was non responsive and did not return calls.

- BCPU staff sent emails on the following dates:
  - 9/25/18
  - 10/1/18

Contractor was non responsive and did not reply to emails.

Faith Underground:

- BCPU staff called and left voicemails on the following dates:
  - 9/24/18
  - 9/27/18
  - 10/1/18

Contractor was non responsive and did not return calls.

No email address could be found.

Paul Biagiotti

From:	Candace Gray <cgray@shbsinc.com>
Sent:	Thursday, October 04, 2018 12:13 PM
To:	Paul Biagiotti
Cc:	Arnold Sandy
Subject:	Proposals for Brunswick Co.
Attachments:	Brunswick Co. Proposal - Emergency Zone 1.pdf; Brunswick Co. Proposal - Emergency Zone 2.pdf; Brunswick Co. Proposal - Emergency Zone 3.pdf; Brunswick Co. Proposal - Bethel Rd.pdf; Brunswick Co. Proposal - Buckbee Rd.pdf; Brunswick Co. Proposal - Forest Lake Rd.pdf

CAUTION: This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see the (6) attachments.

Sincerely,

Candace Gray
CGray@SHBSINC.com

SANDY'S HAULING & BACKHOE SERVICE, INC.
OFFICE - (910) 525-4262
FAX - (910) 525-4452

QUOTE

Date
9/24/2018

Sandy's Hauling & Backhoe Service, Inc
PO Box 1156, Roseboro, NC 28382
Office: 910-525-4262 Fax: 910-525-4452

To:

County of Brunswick Public Utilites
PO Box 249
Bolivia, NC 28422
Fax: 910-575-5423

Job

Item	Description	Unit	Unit Price	Total
	REFERENCE: PER LF PRICE FOR HURRICANE FLORENCE WATER LINE REPAIRS			
HDD	BORE & PLACE 6" FUSIBLE PVC PER LF PRICE 100'-600'	1	48.00	48.00
HDD	BORE & PLACE 6" FUSIBLE PVC PER LF PRICE 600'-2,000'	1	62.00	62.00
HDD	BORE & PLACE 8" HDPE PER LF PRICE 100'-600'	1	54.00	54.00
HDD	BORE & PLACE 8" HDPE PER LF PRICE 600'-2,000'	1	70.00	70.00
HDD	BORE & PLACE 12" FUSIBLE PVC PER LF PRICE 100'-600'	1	96.00	96.00
HDD	BORE & PLACE 12" FUSIBLE PVC PER LF PRICE 600'-2,000'	1	122.00	122.00
	NOTES:			
	- THIS PRICE INCLUDES USING A WALKOVER. THIS IS NOT PRICED USING A WIRELINE.			
	- THIS PRICE INCLUDES TESTING.			
	- THIS IS NOT A ROCK PRICE.			

	Total	$452.00

Brunswick County Emergency HDD ZONE 1
Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	14" HDPE, DR 9 Horizontal Directional Drill	LF	820		
2	12" FPVC DR 18 Horizontal Directional Drill	LF	820	$ 122.00	$ 100,040.00
				TOTAL BID AMOUNT	$ 100,040.00

Submitted by:
Sandy's Hauling & Backhoe Service, Inc.
P.O. Box 1156
Roseboro, NC 28382
10/4/2018

Brunswick County Emergency HDD ZONE 3
Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	14" HDPE, DR 9 Horizontal Directional Drill	LF	475		
2	12" FPVC DR 18 Horizontal Directional Drill	LF	475	$ 96.00	$ 45,600.00
				TOTAL BID AMOUNT	$ 45,600.00

Submitted by:
Sandy's Hauling & Backhoe Service, Inc.
P.O. Box 1156
Roseboro, NC 28382
10/4/2018

Brunswick County Emergency HDD ONLY Buckbee Road Plan Sheet C1
Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	14" HDPE, DR 9 Horizontal Directional Drill	LF	300		
2	12" FPVC DR 18 Horizontal Directional Drill	LF	300	$ 96.00	$ 28,800.00
				TOTAL BID AMOUNT	$ 28,800.00

Submitted by:
Sandy's Hauling & Backhoe Service, Inc.
P.O. Box 1156
Roseboro, NC 28382
10/4/2018

Brunswick County Emergency HDD ONLY Forest Lake Road Plan Sheet C2

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	8" HDPE, DR 9 Horizontal Directional Drill	LF	300		
2	6" FPVC DR 18 Horizontal Directional Drill	LF	300	$ 48.00	$ 14,400.00
				TOTAL BID AMOUNT	$ 14,400.00

Submitted by:
Sandy's Hauling & Backhoe Service, Inc.
P.O. Box 1156
Roseboro, NC 28382
10/4/2018

Brunswick County Emergency HDD Bethel Road
Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	10" HDPE, DR 9 Horizontal Directional Drill	LF	430		
2	8" FPVC DR 18 Horizontal Directional Drill	LF	430	$ 60.00	$ 25,800.00
				TOTAL BID AMOUNT	$ 25,800.00

Submitted by:
Sandy's Hauling & Backhoe Service, Inc.
P.O. Box 1156
Roseboro, NC 28382
10/4/2018

Paul Biagiotti

From: Colby Hislop <chislop@hotmail.com>
Sent: Wednesday, September 26, 2018 10:48 PM
To: Paul Biagiotti
Subject: RE: BCPU HDDs

CAUTION: This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Paul
Here are the prices you asked for.

12" FPVC & HDPE $100/LF
8" FPVC & HDPE $78/LF
6" FPVC $65/LF

All pricing includes material and fusing.

Thank you
Colby Hislop

Sent from Mail for Windows 10

From: Paul Biagiotti <Paul.Biagiotti@brunswickcountync.gov>
Sent: Monday, September 24, 2018 4:17:02 PM
To: Colby Hislop
Subject: BCPU HDDs

Colby,

Thanks for taking the time to speak with me today regarding the HDDs needed in Brunswick County. Please send me a price per foot to install the following:
12" FPVC
12" HDPE
8" HDPE
6" FPVC

We have several areas in need of HDDs ranging from 100ft to 500ft. Most are located in Boiling Spring Lakes area.

Thanks,

Paul Biagiotti
Construction Manager
Brunswick County Public Utilities
Office (910)253-2627
Cell (910)262-3095

Brunswick County Emergency HDD ZONE 3
Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	14" HDPE, DR 9 Horizontal Directional Drill	LF	475		
2	12" FPVC DR 18 Horizontal Directional Drill	LF	475	$100	$47500
				TOTAL BID AMOUNT	$47,500

TrueLine

Brunswick County Emergency HDD ONLY Buckbee Road Plan Sheet C1

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	14" HDPE, DR 9 Horizontal Directional Drill	LF	300		
2	12" FPVC DR 18 Horizontal Directional Drill	LF	300	$100	$30000
				TOTAL BID AMOUNT	$ 30,000

True Line

Brunswick County Emergency HDD ONLY Forest Lake Road Plan Sheet C2

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	8" HDPE, DR 9 Horizontal Directional Drill	LF	300		
2	6" FPVC DR 18 Horizontal Directional Drill	LF	300	$65	$19,500
				TOTAL BID AMOUNT	$19,500

True line

Brunswick County Emergency HDD Bethel Road

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	10" HDPE, DR 9 Horizontal Directional Drill	LF	430		
2	8" FPVC DR 18 Horizontal Directional Drill	LF	430	$78	$33,540
				TOTAL BID AMOUNT	

True Line

Request Info	
Type	Budget Amendment
Description	Horizontal Drill Emergency Repair
Justification	Board Meeting 10/15/2018-Appropriate FEMA revenues and local portion for necessary numerous horizontal drills for emergency repairs to the water system.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
617110	331015	Water - Administration	Fema Disaster Assistance	160980	Increase	Credit
617110	449912	Water - Administration	FEMA Event 1	214640	Increase	Debit
619800	498041	Interfund Trans Water Fund	Transfer to Water Capital Proj	-53660	Decrease	Credit

Total	
Grand Total:	321960

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # V. - 15.
Utilities - Ratify Manager's Award of Bids and Contracts for Water Line Emergency Repairs

From:
John Nichols, P.E.

Issue/Action Requested:
Request that the Board of Commissioners ratify the manager's emergency award of bids and contracts with Carmichael Construction Company for the repair of four separate water line breaks in the Boiling Spring Lakes System.

Background/Purpose of Request:
Due to the damage to the water system from Hurricane Florence, there are numerous locations within the water system that will need repair. There are currently six (6) major water line breaks in need of permanent repair. Four (4) contractor bids were received via email for the tie-in portions to the horizontal directional drill on four (4) of the six (6) break areas. Carmichael Construction Company was the low bidder on all four (4) sections. Below is a breakdown of cost per location:

Boiling Spring Lakes Zone 1 (East Boiling Spring Lakes Road and Pine Lake Drive) $31,640
Boiling Spring Lakes Zone 2 (East Boiling Spring Lakes Road and Crystal Road) $40,700
Boiling Spring Lakes Zone 3 (East Boiling Spring Lakes Road and Cherry Street) $37,340
Bethel Road Southport $30,400

This contract will facilitate the necessary work for the repairs in order to make the water system whole in these locations.

Staff recommends approval of the enclosed bids with Carmichael Construction Company. Each contract will have a not-to-exceed amount. The aggregate not-to-exceed amount for all contracts is $140,080.

Fiscal Impact:
Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates FEMA Disaster Assistance $105,060 (75%) and reduces the transfer to Water Capital projects $35,050 (25%)

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend that the Board of Commissioners ratify the manager's emergency award of bids and contracts with Carmichael Construction Company for the repair of four separate water line breaks in the Boiling Spring Lakes System.

ATTACHMENTS:

Description

- Utilities - Bid Tabulation - Attach 1
- Utilities - Contractor Bid Forms - Attach 2
- 20181015 Budget Amendment Emergency Water Repair

BCPU HDD Tie In Bid Tabulation

BSL Zones 1-3

Southport Bethel Rd.

	Carmichael Construction	Civil Works Construction	State Utilities	T&H Construction
HDD Tie In Location	**Total Bid Amount**	**Total Bid Amount**	**Total Bid Amount**	**Total Bid Amount**
BSL Zone 1 East BSL/Pine Lake	$31,640.00	$71,125.00	$61,200.00	$43,300.00
BSL Zone 2 East BSL/Crystal	$40,700.00	$91,384.00	$103,000.00	$48,394.00
BSL Zone 3 East BSL/Cherry	$37,340.00	$83,783.00	$87,800.00	$49,799.90
Southport Bethel Rd.	$30,400.00	$63,421.00	$58,600.00	$46,000.00

Identifies low bidder

Paul Biagiotti

From: walterjr@carmichaelcc.com
Sent: Wednesday, October 03, 2018 1:41 PM
To: Paul Biagiotti
Cc: walter@carmichaelcc.com; "Gary"; randall@carmichaelcc.com; walterjr@carmichaelcc.com
Subject: RE: Brunswick County HDD Tie ins
Attachments: Brunswick Co Emergency HDD Bethel Rd CCC Bid.xls; Brunswick Co Emergency HDD Zone 3 CCC Bid.xls; Brunswick Co Emergency HDD Zone 2 CCC Bid.xls; Brunswick Co Emergency HDD Zone 1 CCC Bid.xls

CAUTION: This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Paul,

Attached are the bid forms for Zones 1-3 and Bethel Rd. Let us know if you have any questions and how the bids turn out. We appreciate the opportunity to bid

Thank You,

Walter Carmichael Jr.
Carmichael Construction Company, Inc.
P.O. Box 11029
Southport, NC 28461
(910)457-6510 Fax-(910)457-9084

NOTE: This correspondence may contain confidential and/or privileged materials and is only transmitted for the intended recipient. Any review, retransmission, conversion to hard copy, copying, reproduction, circulation, publication, dissemination or other use of, or taking of any action, or omission to take action, in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you have received this message in error, please contact the sender and delete the material from any computer, disk drive, diskette, or other storage device or media.

From: Paul Biagiotti <Paul.Biagiotti@brunswickcountync.gov>
Sent: Friday, September 28, 2018 2:48 PM
To: walter@carmichaelcc.com; 'Walter Carmichael Jr' <walterjr@carmichaelcc.com>; "Gary" <gary@carmichaelcc.com>; randall@carmichaelcc.com
Subject: Brunswick County HDD Tie ins

Please see attached info for tie ins at different HDD locations. Please note each line break site will be bid separately. The bid forms correlate to each area and plan sheet.
Please submit by 3pm Wednesday 10/3/18.

The HDD work will be bid separately and the HDD contractor will be testing their install upon completion, however, the tie in contractor is required to test and chlorinate through the entire line section. Time is of the essence on this work, so please send a timeframe/date of when you will be able to start the work. This will also be taken into consideration along with the bids.
BSL Zone 1 is our priority #1 and 12" FPVC is currently being fused in preparation for the HDD. We anticipate this HDD to be completed by the end of next week.

There will be 2 other BSL locations on S.Shore Dr. that I will send out to bid ASAP.

Thanks you for your time and efforts, and I look forward to receiving your bid.

Paul Biagiotti
Construction Manager
Brunswick County Public Utilities
Office (910)253-2627
Cell (910)262-3095

Carmichael Construction Company Inc. 10/3/2018

Brunswick County Emergency HDD TIE IN ZONE 3 Plan Sheet C3

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	12" DIP CL. 50 Pipe or 12" PVC DR 18 Pipe	LF	80	$ 85.00	$ 6,800.00
2	6" PVC DR 18 Pipe	LF	160	$ 35.00	$ 5,600.00
3	12" Gate Valve	EA	2	$ 3,500.00	$ 7,000.00
4	6" Gate Valve	EA	1	$ 1,800.00	$ 1,800.00
5	Abandon Existing Waterline	LS	1	$ 2,500.00	$ 2,500.00
6	D. I. MJ Fittings	LBS	1,410	$ 4.00	$ 5,640.00
7	Remove Exist 6" GV	EA	1	$ 500.00	$ 500.00
8	Testing, Chlorination and Bac-T Samples	LS	1	$ 2,500.00	$ 2,500.00
9	General Conditions	LS	1	$5,000	$5,000
				TOTAL BID AMOUNT	$ 37,340.00

CCC Notes: Add 2% if bond is needed

If CCC is awarded Zones 1-3 & Bethel Road, CCC will reduce each location by 2%

Permits, impact and tap fees by others

CCC is available immediately once electronic submittals are approved

Materials can ship in 2-3 days once submittals are approved

Abandonment will be done by capping only. No flowable fill

All CCC bids are with PVC and based on Zones 1-3 being FPVC drills, with Bethel being HDPE

Carmichael Construction Company Inc. 10/3/2018

Brunswick County Emergency HDD TIE IN ZONE 2 Plan Sheet C2

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	12" DIP CL. 50 Pipe or 12" PVC DR 18 Pipe	LF	60	$ 85.00	$ 5,100.00
2	10" PVC DR 18 Pipe	LF	80	$ 60.00	$ 4,800.00
3	12" Gate Valve	EA	2	$ 3,500.00	$ 7,000.00
4	Abandon Existing Waterline	LS	1	$ 2,500.00	$ 2,500.00
5	D. I. MJ Fittings	LBS	2,300	$ 6.00	$ 13,800.00
6	Testing, Chlorination and Bac-T Samples	LS	1	$ 2,500.00	$ 2,500.00
7	General Conditions	LS	1	$5,000	$5,000
				TOTAL BID AMOUNT	$ 40,700.00

CCC Notes: Add 2% if bond is needed

If CCC is awarded Zones 1-3 & Bethel Road, CCC will reduce each location by 2%

Permits, impact and tap fees by others

CCC is available immediately once electronic submittals are approved

Materials can ship in 2-3 days once submittals are approved

Abandonment will be done by capping only. No flowable fill

All CCC bids are with PVC and based on Zones 1-3 being FPVC drills, with Bethel being HDPE

Carmichael Construction Company Inc. 10/3/2018

Brunswick County Emergency HDD TIE IN ZONE 1 Plan Sheet C1

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	12" DIP CL. 50 Pipe or 12" PVC DR 18 P	LF	80	$ 85.00	$ 6,800.00
2	12" Gate Valve	EA	2	$ 3,500.00	$ 7,000.00
3	Abandon Existing Waterline	LS	1	$ 2,500.00	$ 2,500.00
4	D. I. MJ Fittings	LBS	1,120	$ 7.00	$ 7,840.00
5	Testing, Chlorination and Bac-T Samples	LS	1	$ 2,500.00	$ 2,500.00
6	General Conditions	LS	1	$5,000	$5,000
				TOTAL BID AMOUNT	$ 31,640.00

CCC Notes: Add 2% if bond is needed
If CCC is awarded Zones 1-3 & Bethel Road, CCC will reduce each location by 2%
Permits, impact and tap fees by others
CCC is available immediately once electronic submittals are approved
Materials can ship in 2-3 days once submittals are approved
Abandonment will be done by capping only. No flowable fill
All CCC bids are with PVC and based on Zones 1-3 being FPVC drills, with Bethel being HDPE

Carmichael Construction Company Inc.					10/3/2018
Brunswick County Emergency HDD TIE IN Bethel Road Plan Sheet C4					
Bid Form					
Item	**Description**	**Unit**	**Total Quantity**	**Unit Price**	**Total Cost**
1	8" DIP CL. 50 Pipe or PVC DR 18 Pipe	LF	100	$ 55.00	$ 5,500.00
2	8" Gate Valve	EA	2	$2,750.00	$ 5,500.00
3	Abandon Existing Waterline	LS	1	$2,500.00	$ 2,500.00
4	D. I. MJ Fittings	LBS	700	$ 7.00	$ 4,900.00
5	Reconnect Exist FH	EA	1	$4,500.00	$ 4,500.00
6	Testing, Chlorination and Bac-T Samples	LS	1	$2,500.00	$ 2,500.00
7	General Conditions	LS	1	$5,000	$5,000
				TOTAL BID AMOUNT	$ 30,400.00
CCC Notes:	Add 2% if bond is needed				
	If CCC is awarded Zones 1-3 & Bethel Road, CCC will reduce each location by 2%				
	Permits, impact and tap fees by others				
	CCC is available immediately once electronic submittals are approved				
	Materials can ship in 2-3 days once submittals are approved				
	Abandonment will be done by capping only. No flowable fill				
	All CCC bids are with PVC and based on Zones 1-3 being FPVC drills, with Bethel				
	being HDPE				

Paul Biagiotti

From: Bryan Hooker <bhooker@carolinacivilworks.com>
Sent: Wednesday, October 03, 2018 1:41 PM
To: Paul Biagiotti
Cc: Eddie Mullen
Subject: RE: Brunswick County HDD Tie Ins
Attachments: 10.03.18 - Emergency HDD Tie-ins.pdf

CAUTION: This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Paul,

See attached proposals for the Emergency HDD Tie-ins in Boiling Spring Lakes. Before starting any work, we would obviously need a signed contract, but we could jump on this as soon as the week of October 15th barring any unforeseen delays between now and then. Have already checked with our supplier and materials will be available so no issues there. Feel free to call Eddie or myself with any questions and as always, we appreciate the opportunity.

Thanks,

Bryan Hooker
Carolina Civilworks Inc.
Post Office Box 80337
Raleigh, NC 27623
919.239.4645 (o)
919.239.4650 (f)
www.carolinacivilworks.com

From: Paul Biagiotti [mailto:Paul.Biagiotti@brunswickcountync.gov]
Sent: Tuesday, October 2, 2018 7:21 PM
To: Bryan Hooker <bhooker@carolinacivilworks.com>
Cc: Eddie Mullen <emullen@carolinacivilworks.com>
Subject: RE: Brunswick County HDD Tie Ins

Correct.

Paul Biagiotti
Construction Manager
Brunswick County Public Utilities
Office (910) 253-2627
Cell (910) 262-3095

-------- Original message --------
From: Bryan Hooker <bhooker@carolinacivilworks.com>
Date: 10/2/18 6:27 PM (GMT-05:00)

To: Paul Biagiotti <Paul.Biagiotti@brunswickcountync.gov>
Cc: Eddie Mullen <emullen@carolinacivilworks.com>
Subject: RE: Brunswick County HDD Tie Ins

CAUTION: This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Paul,

I'm assuming we can just email you these bid forms by 3pm tomorrow?

Thanks,

Bryan Hooker

Carolina Civilworks Inc.

Post Office Box 80337

Raleigh, NC 27623

919.239.4645 (o)

919.239.4650 (f)

www.carolinacivilworks.com

From: Paul Biagiotti [mailto:Paul.Biagiotti@brunswickcountync.gov]
Sent: Friday, September 28, 2018 2:45 PM
To: Bryan Hooker <bhooker@carolinacivilworks.com>; Eddie Mullen <emullen@carolinacivilworks.com>
Subject: Brunswick County HDD Tie Ins

Please see attached info for tie ins at different HDD locations. Please note each line break site will be bid separately. The bid forms correlate to each area and plan sheet.

Please submit by 3pm Wednesday 10/3/18.

The HDD work will be bid separately and the HDD contractor will be testing their install upon completion, however, the tie in contractor is required to test and chlorinate through the entire line section. Time is of the

essence on this work, so please send a timeframe/date of when you will be able to start the work. This will also be taken into consideration along with the bids.

BSL Zone 1 is our priority #1 and 12" FPVC is currently being fused in preparation for the HDD. We anticipate this HDD to be completed by the end of next week.

There will be 2 other BSL locations on S.Shore Dr. that I will send out to bid ASAP.

Thanks you for your time and efforts, and I look forward to receiving your bid.

Paul Biagiotti

Construction Manager

Brunswick County Public Utilities

Office (910)253-2627

Cell (910)262-3095

Brunswick County Emergency HDD TIE IN ZONE 1 Plan Sheet C1

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	12" DIP CL. 50 Pipe or 12" PVC DR 18 Pipe	LF	80	$ 225.00	$ 18,000.00
2	12" Gate Valve	EA	2	$ 7,226.00	$ 14,452.00
3	Abandon Existing Waterline	LS	1	$ 3,902.00	$ 3,902.00
4	D. I. MJ Fittings	LBS	1,120	$ 20.00	$ 22,400.00
5	Testing, Chlorination and Bac-T Samples	LS	1	$ 7,371.00	$ 7,371.00
6	General Conditions	LS	1	$5,000	$5,000
				TOTAL BID AMOUNT	$ 71,125.00

Civil Works

Brunswick County Emergency HDD TIE IN ZONE 2 Plan Sheet C2

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	12" DIP CL. 50 Pipe or 12" PVC DR 18 Pipe	LF	160	$ 108.00	$ 17,280.00
2	10" PVC DR 18 Pipe	LF	40	$ 219.00	$ 8,760.00
3	12" Gate Valve	EA	2	$ 6,483.00	$ 12,966.00
4	Abandon Existing Waterline	LS	1	$ 3,494.00	$ 3,494.00
5	D. I. MJ Fittings	LBS	2,300	$ 16.00	$ 36,800.00
6	Testing, Chlorination and Bac-T Samples	LS	1	$ 7,084.00	$ 7,084.00
7	General Conditions	LS	1	$5,000	$5,000
				TOTAL BID AMOUNT	$ 91,384.00

Civil works

Brunswick County Emergency HDD TIE IN ZONE 3 Plan Sheet C3

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	12" DIP CL. 50 Pipe or 12" PVC DR 18 Pipe	LF	80	$ 113.00	$ 9,040.00
2	6" PVC DR 18 Pipe	LF	160	$ 72.00	$ 11,520.00
3	12" Gate Valve	EA	2	$ 6,676.00	$ 13,352.00
4	6" Gate Valve	EA	1	$ 2,903.00	$ 2,903.00
5	Abandon Existing Waterline	LS	1	$ 3,599.00	$ 3,599.00
6	D. I. MJ Fittings	LBS	1,410	$ 21.00	$ 29,610.00
7	Remove Exist 6" GV	EA	1	$ 1,460.00	$ 1,460.00
8	Testing, Chlorination and Bac-T Samples	LS	1	$ 7,299.00	$ 7,299.00
9	General Conditions	LS	1	$5,000	$5,000
				TOTAL BID AMOUNT	$ 83,783.00

Civil works

Brunswick County Emergency HDD TIE IN Bethel Road Plan Sheet C4

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	8" DIP CL. 50 Pipe or PVC DR 18 Pipe	LF	80	$ 120.00	$ 9,600.00
2	8" Gate Valve	EA	2	$ 5,841.00	$ 11,682.00
3	Abandon Existing Waterline	LS	1	$ 4,198.00	$ 4,198.00
4	D. I. MJ Fittings	LBS	700	$ 31.00	$ 21,700.00
5	Reconnect Exist FH	EA	1	$ 3,309.00	$ 3,309.00
6	Testing, Chlorination and Bac-T Samples	LS	1	$ 7,932.00	$ 7,932.00
7	General Conditions	LS	1	$5,000	$5,000
				TOTAL BID AMOUNT	$ 63,421.00

Civil works

Paul Biagiotti

From: Dustin Wagner <dustin@sucontractors.com>
Sent: Wednesday, October 03, 2018 12:24 PM
To: Paul Biagiotti
Subject: Directional drill tie in bids
Attachments: img-X03111000-0001.pdf

CAUTION: This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Get Outlook for iOS

From: WorkCentre 7435 <dustin@sucontractors.com>
Sent: Wednesday, October 3, 2018 11:10:00 AM
To: Dustin Wagner
Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Number of Images: 4
Attachment File Type: PDF

Device Name: WorkCentre 7435
Device Location: Wilmington NC

For more information on Xerox products and solutions, please visit http://www.xerox.com/

Brunswick County Emergency HDD TIE IN ZONE 1 Plan Sheet C1

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	12" DIP CL. 50 Pipe or 12" PVC DR 18 Pipe	LF	80	$ 200.00	$ 16,000.00
2	12" Gate Valve	EA	2	$ 3,400.00	$ 6,800.00
3	Abandon Existing Waterline	LS	1	$ 5,500.00	$ 5,500.00
4	D. I. MJ Fittings	LBS	1,120	$ 20.00	$ 22,400.00
5	Testing, Chlorination and Bac-T Samples	LS	1	$ 5,500.00	$ 5,500.00
6	General Conditions	LS	1	$5,000	$5,000
				TOTAL BID AMOUNT	$ 61,200.00

SU

STATE UTILITIES

Brunswick County Emergency HDD TIE IN ZONE 2 Plan Sheet C2

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	12" DIP CL. 50 Pipe or 12" PVC DR 18 Pipe	LF	160	$ 150 00	$ 24,000.00
2	10" PVC DR 18 Pipe	LF	40	$ 140 00	$ 5,600 00
3	12" Gate Valve	EA	2	$ 3,400 00	$ 6,800 00
4	Abandon Existing Waterline	LS	1	$ 5,500 00	$ 5,500.00
5	D. I. MJ Fittings	LBS	2,300	$ 22.00	$ 50,600.00
6	Testing, Chlorination and Bac-T Samples	LS	1	$ 5,500.00	$ 5,500.00
7	General Conditions	LS	1	$5,000	$5,000
				TOTAL BID AMOUNT	$ 103,000.00

Sy
State Utilities

Brunswick County Emergency HDD TIE IN ZONE 3 Plan Sheet C3

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	12" DIP CL. 50 Pipe or 12" PVC DR 18 Pipe	LF	80	$ 160.00	$ 12,800.00
2	6" PVC DR 18 Pipe	LF	160	$ 130.00	$ 20,800.00
3	12" Gate Valve	EA	2	$ 3,500.00	$ 7,000.00
4	6" Gate Valve	EA	1	$ 1,800.00	$ 1,800.00
5	Abandon Existing Waterline	LS	1	$ 5,500.00	$ 5,500.00
6	D. I. MJ Fittings	LBS	1,410	$ 20.00	$ 28,200.00
7	Remove Exist 6" GV	EA	1	$ 1,200.00	$ 1,200.00
8	Testing, Chlorination and Bac-T Samples	LS	1	$ 5,500.00	$ 5,500.00
9	General Conditions	LS	1	$5,000	$5,000
				TOTAL BID AMOUNT	$ 87,800.00

SU

STATE UTILITIES

Brunswick County Emergency HDD TIE IN Bethel Road Plan Sheet C4

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	8" DIP CL. 50 Pipe or PVC DR 18 Pipe	LF	80	$ 175.00	$ 14,000.00
2	8" Gate Valve	EA	2	$ 3,300.00	$ 6,600.00
3	Abandon Existing Waterline	LS	1	$ 5,500.00	$ 5,500.00
4	D. I. MJ Fittings	LBS	700	$ 22.00	$ 15,400.00
5	Reconnect Exist FH	EA	1	$ 6,600.00	$ 6,600.00
6	Testing, Chlorination and Bac-T Samples	LS	1	$ 5,500.00	$ 5,500.00
7	General Conditions	LS	1	$5,000	$ 5,000.00
				TOTAL BID AMOUNT	$ 58,600.00

SY
STATE utilities

Paul Biagiotti

From:	T&H Construction <thconstructionnc@yahoo.com>
Sent:	Wednesday, October 03, 2018 2:51 PM
To:	Paul Biagiotti
Subject:	Re: Brunswick County HDD Tie Ins
Attachments:	Brunswick County Emergency Bid C1-C4.pdf

CAUTION: This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Mr. Biagiotti,

Please see attached Quotes for the Brunswick County projects. We appreciate the opportunity to submit our Quote. We would be able to begin this projects as early as Monday 10/08/18 if selected. If you have any questions please call me at the numbers below or you may contact Travis directly at 910-520-8905.

With Kindest Regards,
Maryrose Hewett

T&H Construction of NC, Inc.
thconstructionnc@yahoo.com
Phone: 910-617-7979
Fax: 910-270-1760

On Friday, September 28, 2018 2:36 PM, Paul Biagiotti <Paul.Biagiotti@brunswickcountync.gov> wrote:

Please see attached info for tie ins at different HDD locations. Please note each line break site will be bid separately. The bid forms correlate to each area and plan sheet.
Please submit by 3pm Wednesday 10/3/18.
The HDD work will be bid separately and the HDD contractor will be testing their install upon completion, however, the tie in contractor is required to test and chlorinate through the entire line section. Time is of the essence on this work, so please send a timeframe/date of when you will be able to start the work. This will also be taken into consideration along with the bids.
BSL Zone 1 is our priority #1 and 12" FPVC is currently being fused in preparation for the HDD. We anticipate this HDD to be completed by the end of next week.

There will be 2 other BSL locations on S.Shore Dr. that I will send out to bid ASAP.

Thanks you for your time and efforts, and I look forward to receiving your bid.

Paul Biagiotti
Construction Manager
Brunswick County Public Utilities
Office (910)253-2627
Cell (910)262-3095

Brunswick County Emergency HDD TIE IN ZONE 1 Plan Sheet C1

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	12" DIP CL. 50 Pipe or 12" PVC DR 18 Pipe	LF	80	100.00	8,000.00
2	12" Gate Valve	EA	2	5,000.00	10,000.00
3	Abandon Existing Waterline	LS	1	4,500.00	4,500.00
4	D. I. MJ Fittings	LBS	1,120	5.00	5,600.00
5	Testing, Chlorination and Bac-T Samples	LS	1	10,200.00	10,200.00
6	General Conditions	LS	1	$5,000	$5,000
				TOTAL BID AMOUNT	$43,300.00

T&H CONSTRUCTION

Brunswick County Emergency HDD TIE IN ZONE 2 Plan Sheet C2

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	12" DIP CL. 50 Pipe or 12" PVC DR 18 Pipe	LF	160	34.37	5,499.20
2	10" PVC DR 18 Pipe	LF	40	125.00	5,000.00
3	12" Gate Valve	EA	2	5,000.00	10,000.00
4	Abandon Existing Waterline	LS	1	4,500.00	4,500.00
5	D. I. MJ Fittings	LBS	2,300	3.45	8,395.00
6	Testing, Chlorination and Bac-T Samples	LS	1	10,000.00	10,000.00
7	General Conditions	LS	1	$5,000	$5,000
				TOTAL BID AMOUNT	$ 48,394.20

T3H CONSTRUCTION

Brunswick County Emergency HDD TIE IN ZONE 3 Plan Sheet C3

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	12" DIP CL. 50 Pipe or 12" PVC DR 18 Pipe	LF	80	68.75	5,500.00
2	6" PVC DR 18 Pipe	LF	160	26.25	4,200.00
3	12" Gate Valve	EA	2	5000.00	10,000.00
4	6" Gate Valve	EA	1	2000.00	2,000.00
5	Abandon Existing Waterline	LS	1	4500.00	4,500.00
6	D. I. MJ Fittings	LBS	1,410	5.39	7,599.90
7	Remove Exist 6" GV	EA	1	1000.00	1,000.00
8	Testing, Chlorination and Bac-T Samples	LS	1	10,000.00	10,000.00
9	General Conditions	LS	1	$5,000	$5,000
				TOTAL BID AMOUNT	$ 49,799.90

T & H CONSTRUCTION

Brunswick County Emergency HDD TIE IN Bethel Road Plan Sheet C4

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	8" DIP CL. 50 Pipe or PVC DR 18 Pipe	LF	80	100.00	8,000.00
2	8" Gate Valve	EA	2	5000.00	10,000.00
3	Abandon Existing Waterline	LS	1	4500.00	4,500.00
4	D. I. MJ Fittings	LBS	700	5.00	3,500.00
5	Reconnect Exist FH	EA	1	5000.00	5,000.00
6	Testing, Chlorination and Bac-T Samples	LS	1	10,000.00	10,000.00
7	General Conditions	LS	1	$5,000	$5,000
				TOTAL BID AMOUNT	$46,000.00

T3H CONSTRUCTION

Request Info	
Type	Budget Amendment
Description	Emergency Water Repairs
Justification	Board Meeting 10/15/2018-Appropriate FEMA revenues and local portion for award of construction contract to Carmichael Construction Company for emergency repair of four seperate water line breaks.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
617110	331015	Water - Administration	Fema Disaster Assistance	105060	Increase	Credit
619800	498041	Interfund Trans Water Fund	Transfer to Water Capital Proj	-35020	Decrease	Credit
617110	449912	Water - Administration	FEMA Event 1	140080	Increase	Debit

Total	
Grand Total:	210120

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # VI. - 1.
Administration - NFIP Community Rating System (Ann Hardy, County Manager)

From:
Ann Hardy

Issue/Action Requested:
Request that the Board of Commissioners receive a plaque from the FEMA US Department of Homeland Security National Flood Insurance Program Community Rating System dated May 1, 2018.

Background/Purpose of Request:
Brunswick county has undertaken a series of meaningful activities to protects its citizens from losses caused by flooding and has significantly exceeded the requirements for NFIP participation and effective floodplain management.
This designation is due to the support of the commissioners, leadership of the Deputy County Manager Steve Stone, Code Administration Staff, Engineering and Planning.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners receive a plaque from the FEMA US Department of Homeland Security National Flood Insurance Program Community Rating System dated May 1, 2018.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # VI. - 2.
Administration - Fiscal Year End June 30, 2018 Management Report (Ann Hardy, County Manager)

From:
Ann Hardy, County Manager

Issue/Action Requested:
Request that the Board of Commissioners receive the Fiscal Year End June 30, 2018 report for information.

Background/Purpose of Request:
Fiscal Year End June 30, 2018 Management Report is being presented for information

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners receive the Fiscal Year End June 30, 2018 report for information.

ATTACHMENTS:

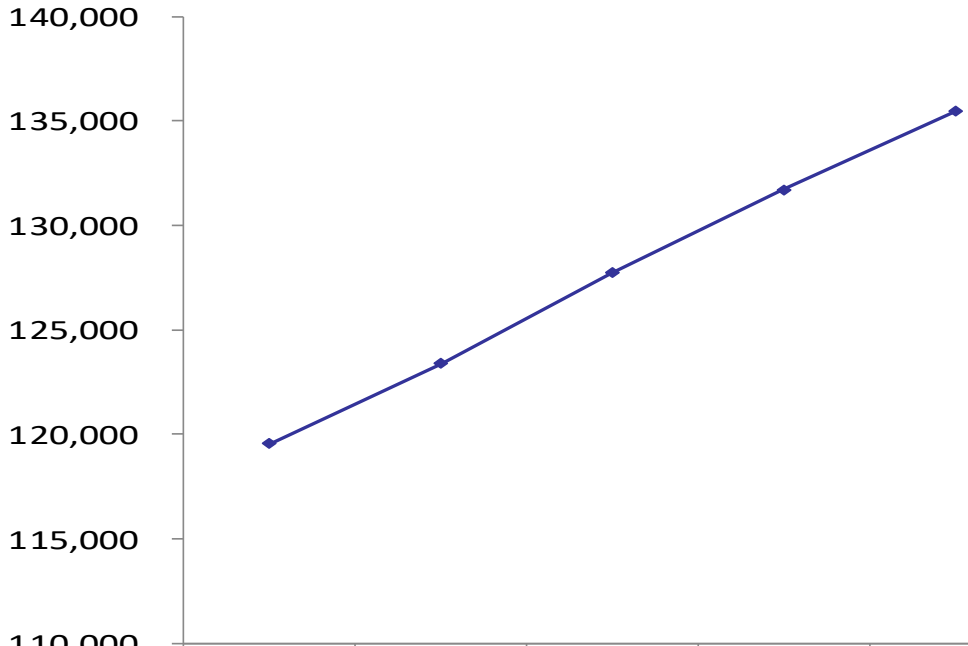
Description

- June 30, 2018 Management Report

Fiscal Year End June 30, 2018
Management Report

County Population

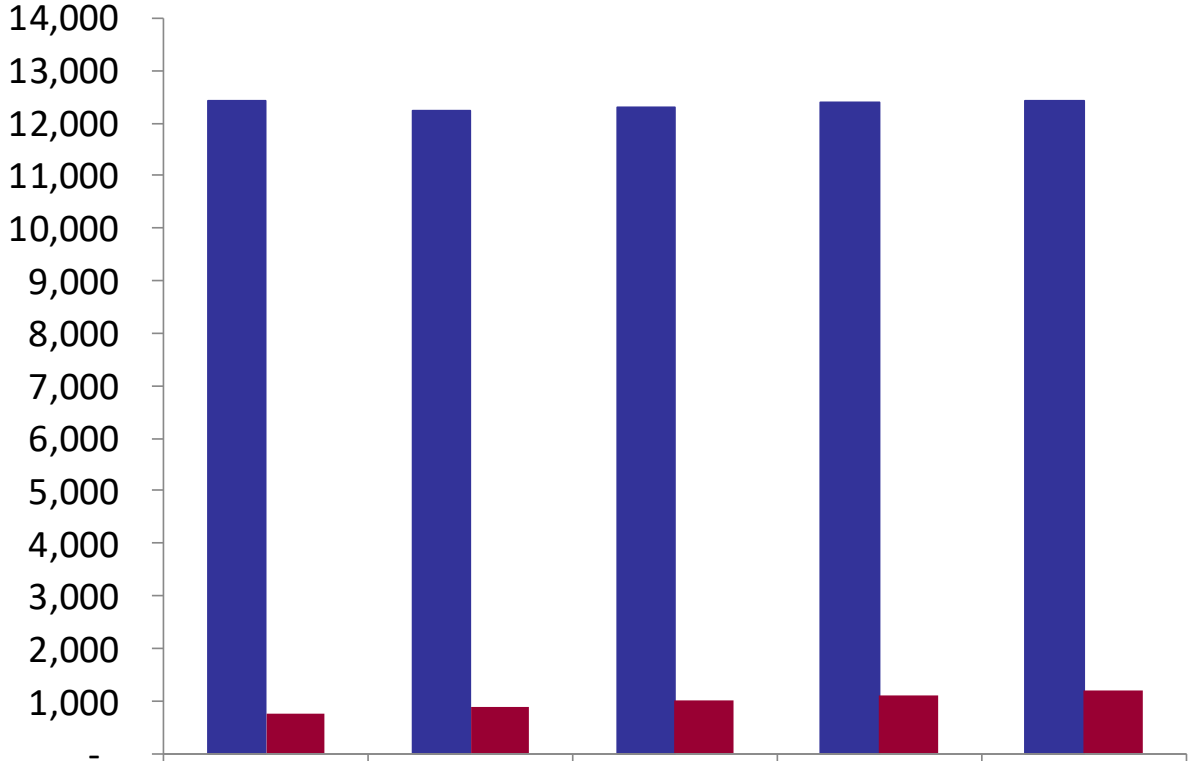
Source: State Data Center



	2014	2015	2016	2017	2018
Population	119,572	123,404	127,750	131,726	135,464

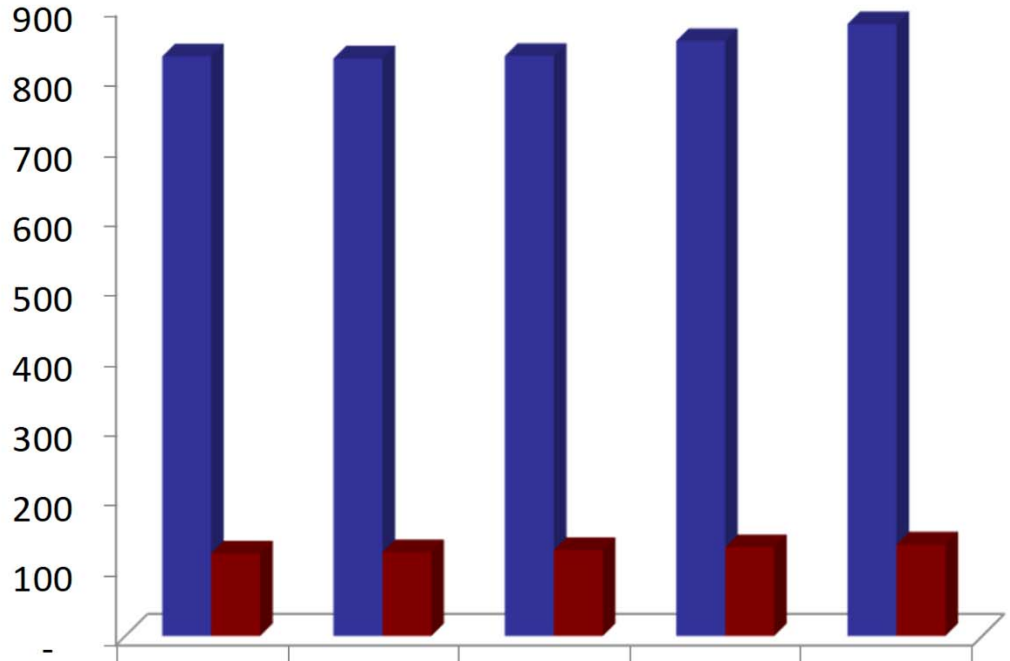
Average Daily Membership

Source: Brunswick County Schools



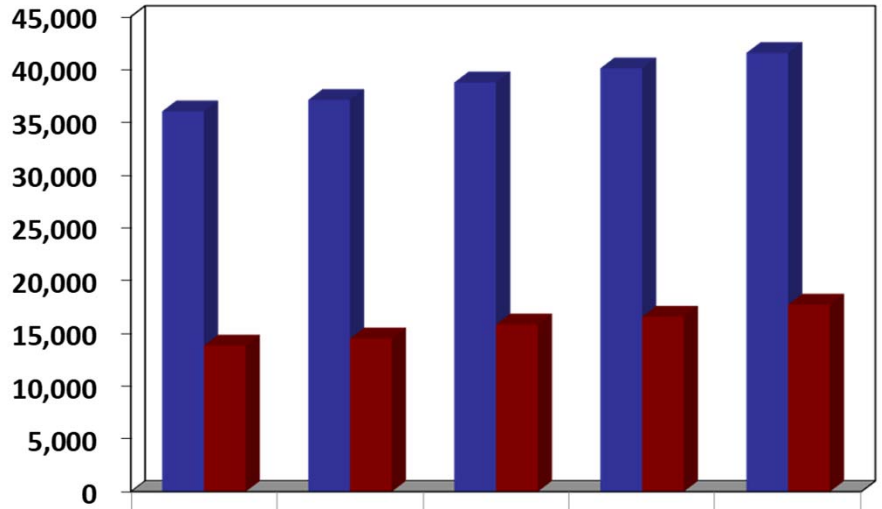
	2014	2015	2016	2017	2018
School	12,416	12,240	12,290	12,401	12,425
Charter	769	880	1,002	1,093	1,199

County Fulltime Equivalents



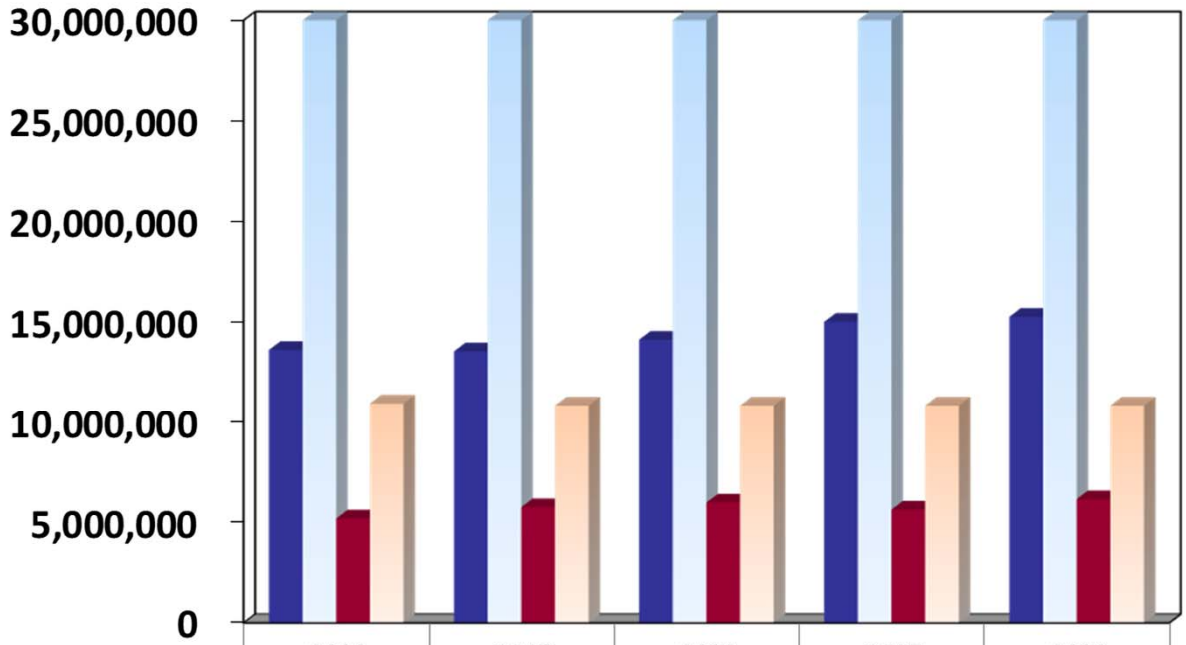
	2014	2015	2016	2017	2018
Governmental	829	826	830	851	875
Utilities	118	120	123	127	131

Water and Wastewater Customers



	2014	2015	2016	2017	2018
Water	36,028	37,112	38,760	40,101	41,557
Wastewater	13,841	14,514	15,847	16,579	17,719

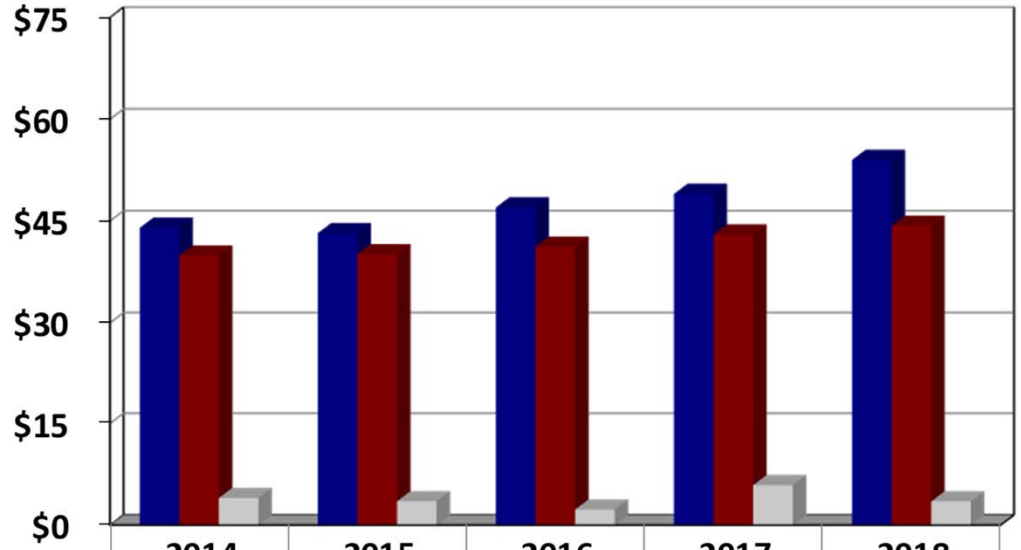
Water and Sewer Average Daily Treatment/Capacity Gallons



	2014	2015	2016	2017	2018
Water Treatment	13,628,000	13,558,885	14,138,190	15,024,000	15,277,210
Water Capacity	30,000,000	30,000,000	30,000,000	30,000,000	30,000,000
Sewer Treatment	5,202,500	5,764,442	5,995,560	5,645,539	6,162,226
Wastewater Capacity	10,955,000	10,855,555	10,855,555	10,855,555	10,855,555

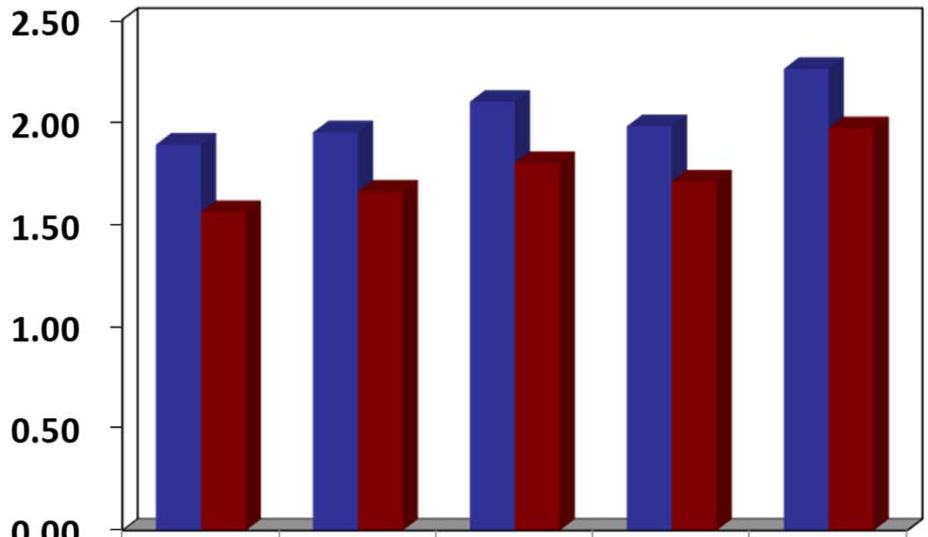
Enterprise Operating Fund Summary

In millions



	2014	2015	2016	2017	2018
Revenue	$44.0	$43.2	$47.0	$49.0	$54.0
Expenditures	$39.9	$40.1	$41.2	$43.0	$44.3
Capital Project Transfers	$4.0	$3.5	$2.3	$5.9	$3.5

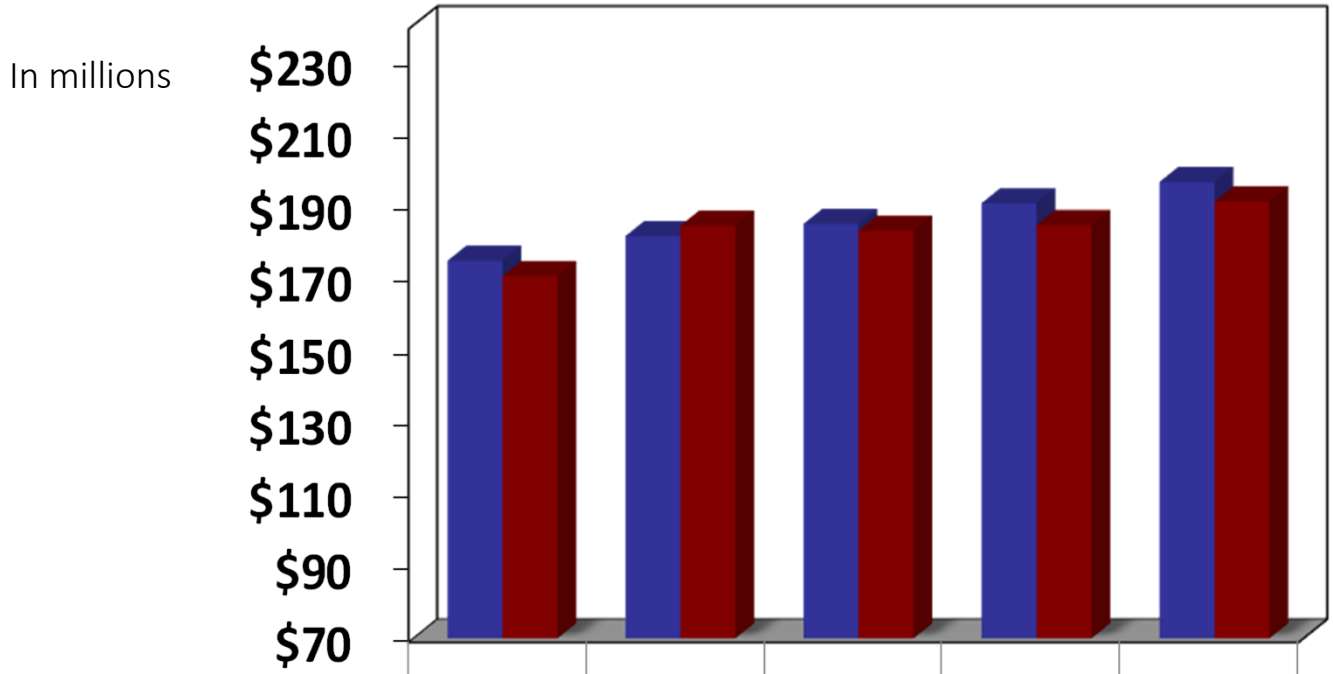
Enterprise Fund Pledged Revenue Debt Coverage Ratios



	2014	2015	2016	2017	2018
1.2 Minimum Revenue Bonds	1.89	1.95	2.10	1.98	2.26
1.0 Minimum All Debt	1.56	1.66	1.80	1.71	1.97

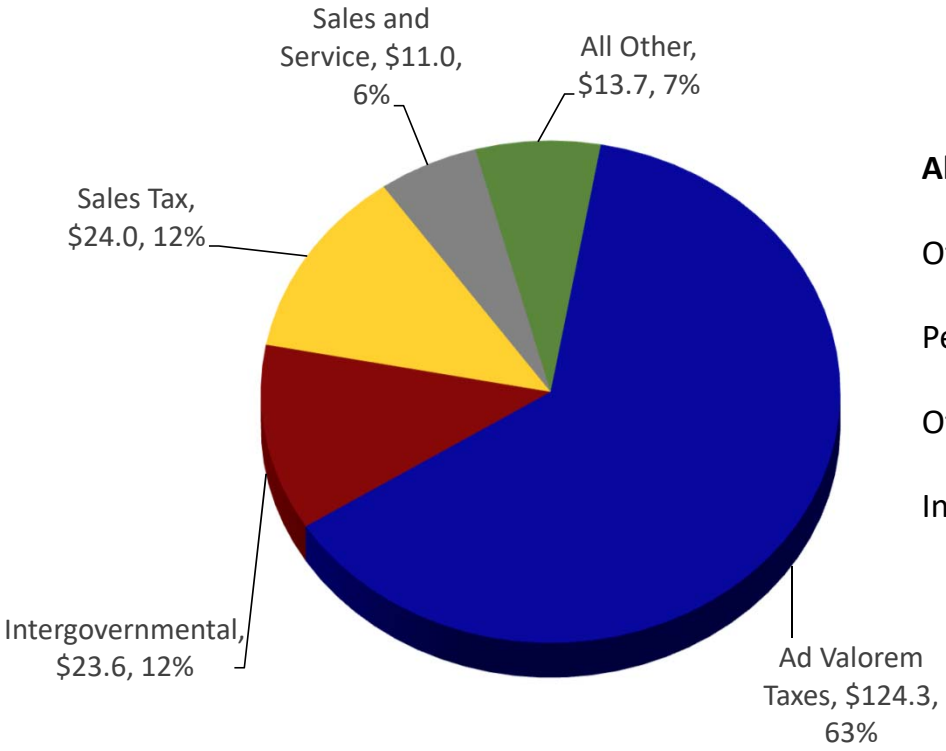
Governmental Funds

Total Revenues and Expenditures



	2014	2015	2016	2017	2018
Total Revenue	$174.8	$181.6	$185.0	$190.7	$196.6
Total Expenditures	$170.5	$184.5	$183.1	$184.7	$191.2

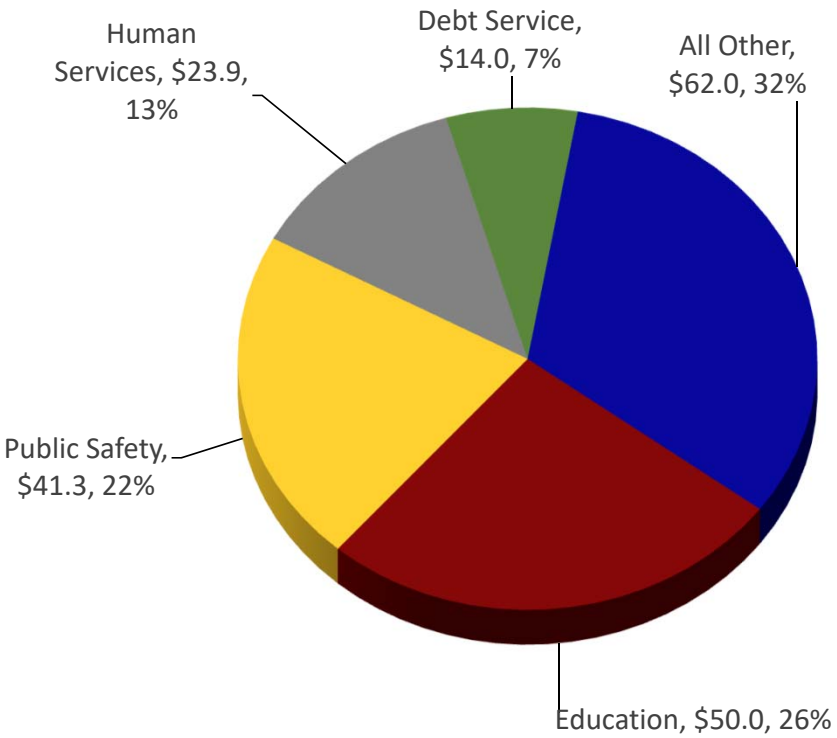
Governmental Funds Revenues
FY 18 (in millions)



All Other:

Other Taxes & Licenses:	$6.0, 3%
Permits & Fees:	$4.9, 2%
Other:	$2.1, 1%
Investment Earnings:	$0.7, <1%

Governmental Funds Expenditures
FY 18 (in millions)

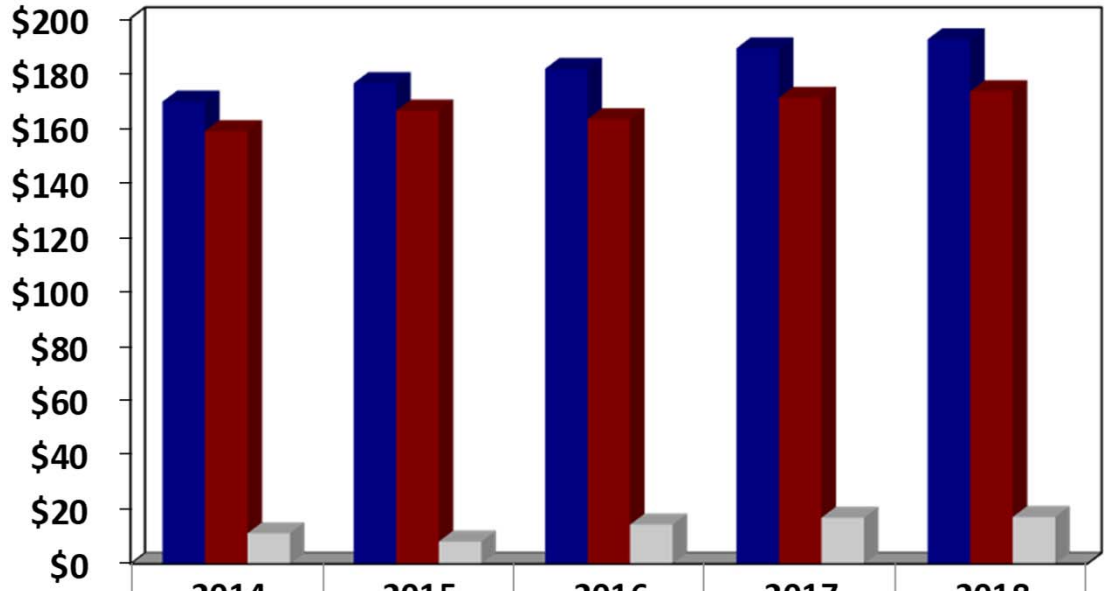


All Other:

Environmental Protection:	$16.0, 8%
Central Services:	$14.5, 8%
Culture & Recreation:	$ 11.0, 6%
General Government:	$12.2, 6%
Economic Development:	$ 6.0, 3%
Transportation:	$ 2.3, 1%

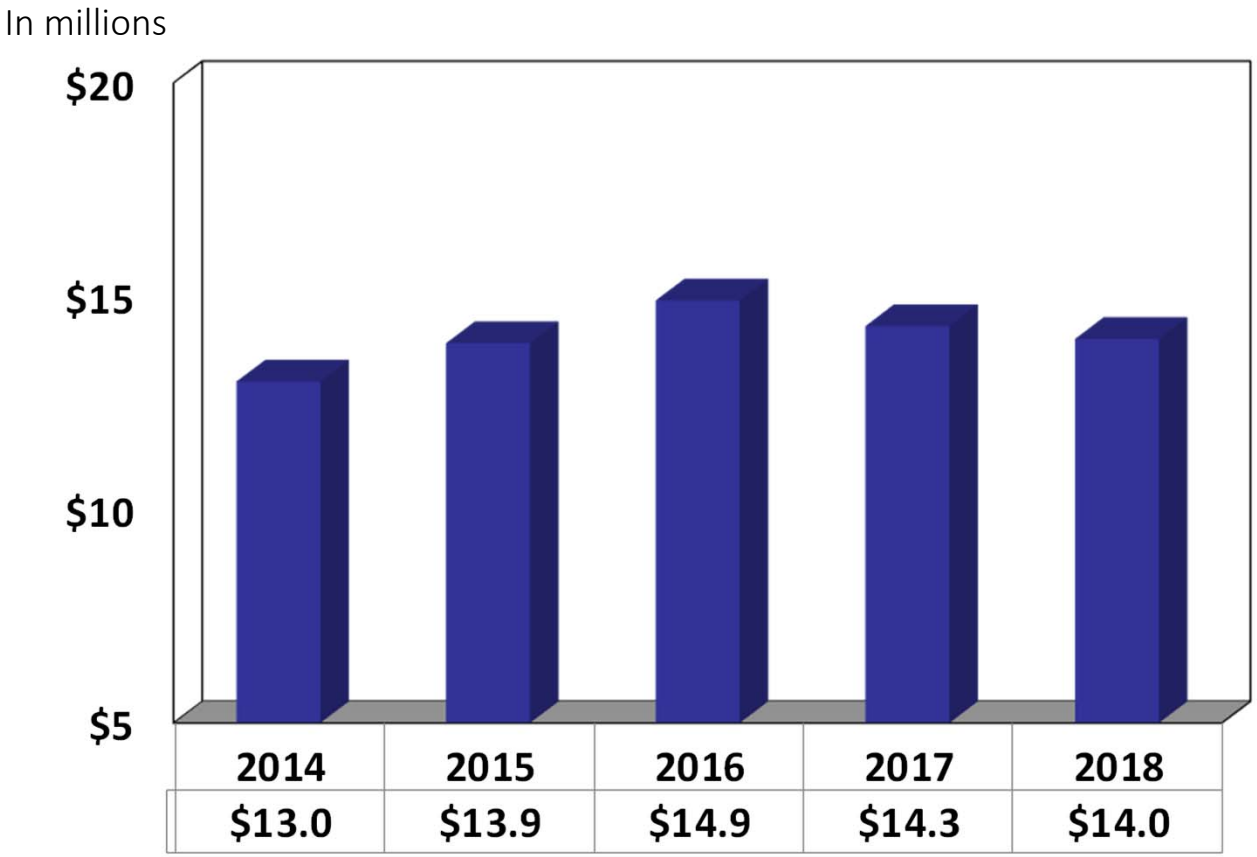
General Fund Summary

In millions



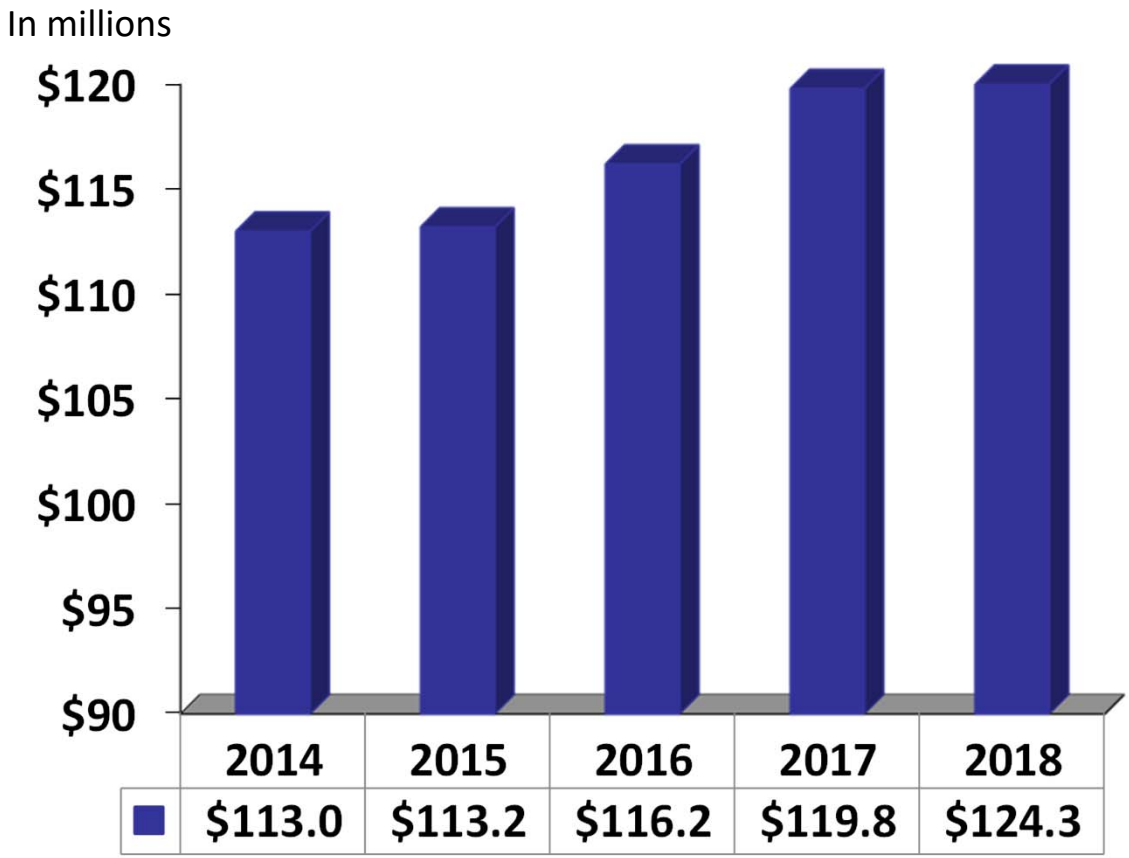
	2014	2015	2016	2017	2018
Revenue	$169.5	$176.3	$181.5	$189.0	$192.3
Expenditures	$158.7	$166.2	$163.1	$170.9	$173.3
Transfers to other funds	$11.2	$8.2	$14.4	$16.9	$17.2

General Fund Debt Service

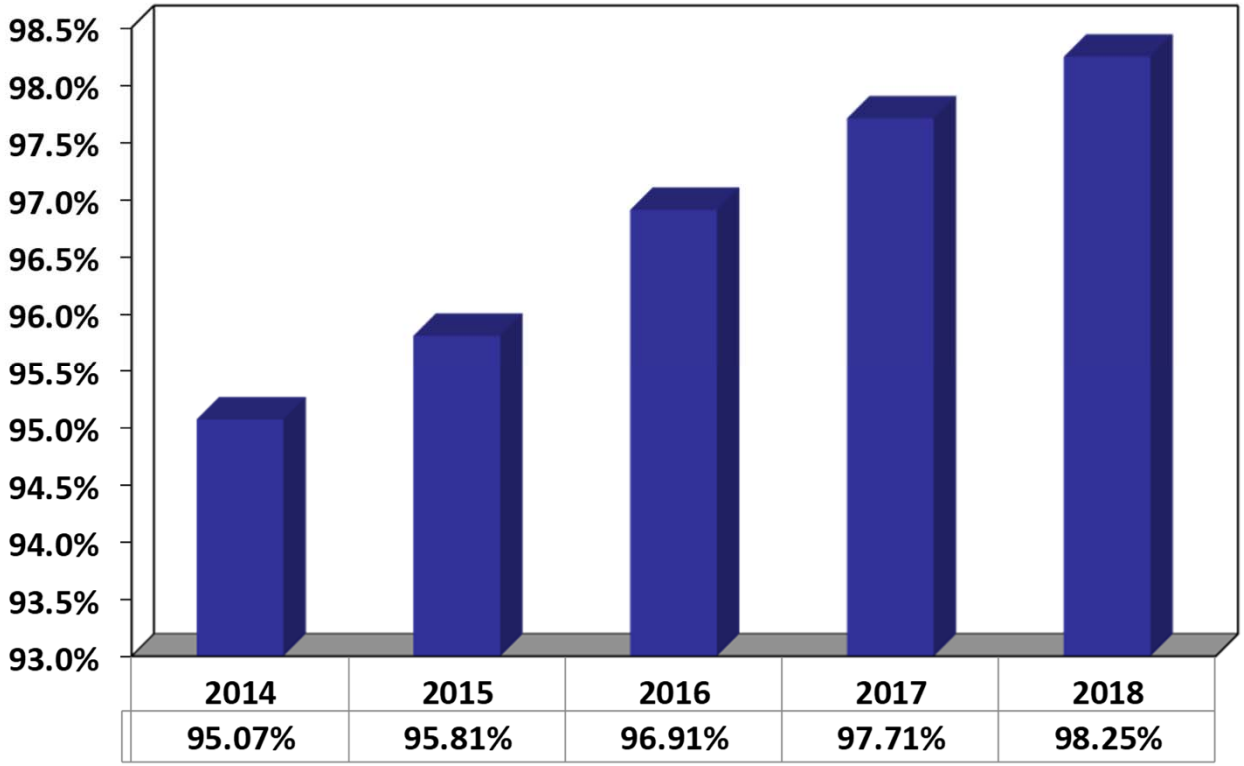


General Fund Ad Valorem Tax Revenues

(Current and Prior Years, Interest)

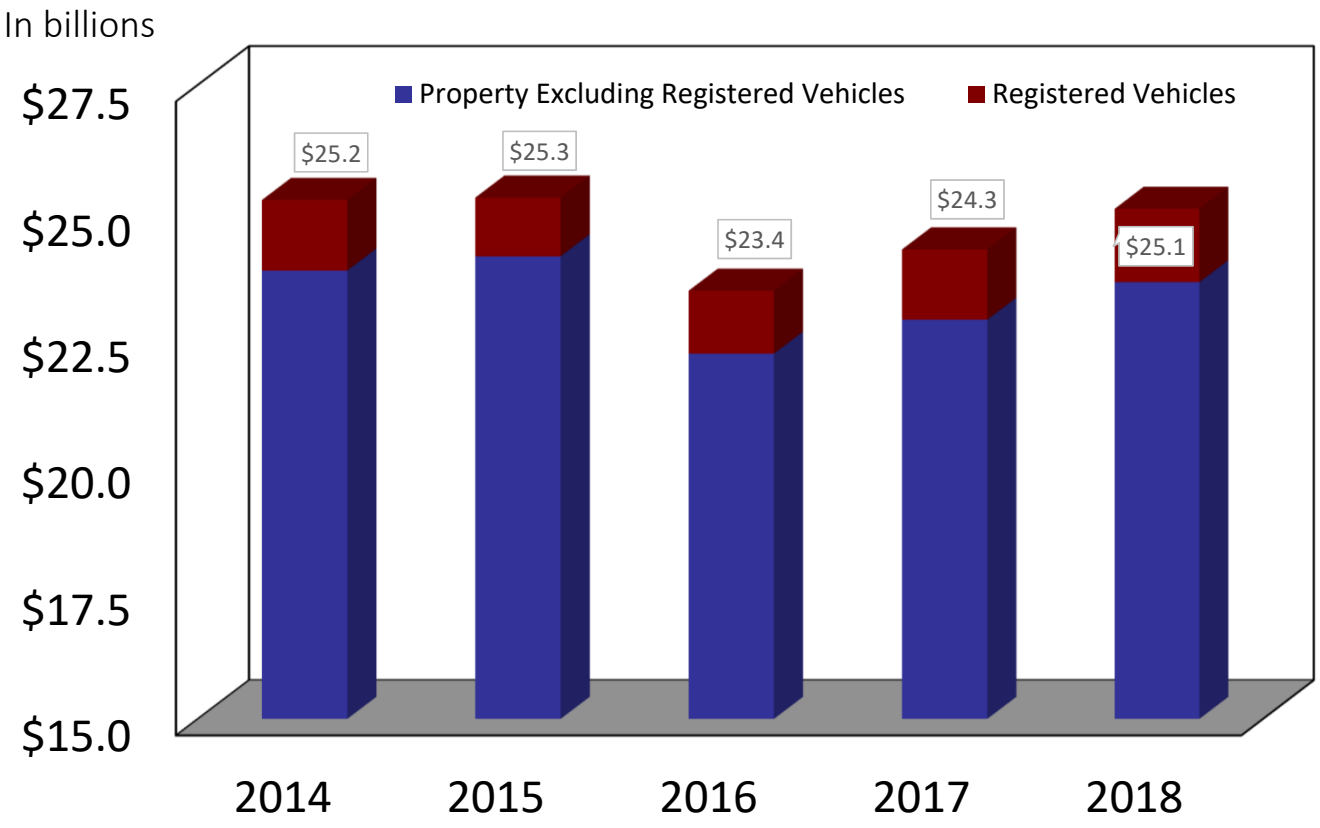


Real & Motor Vehicle Property Tax Collection Rates



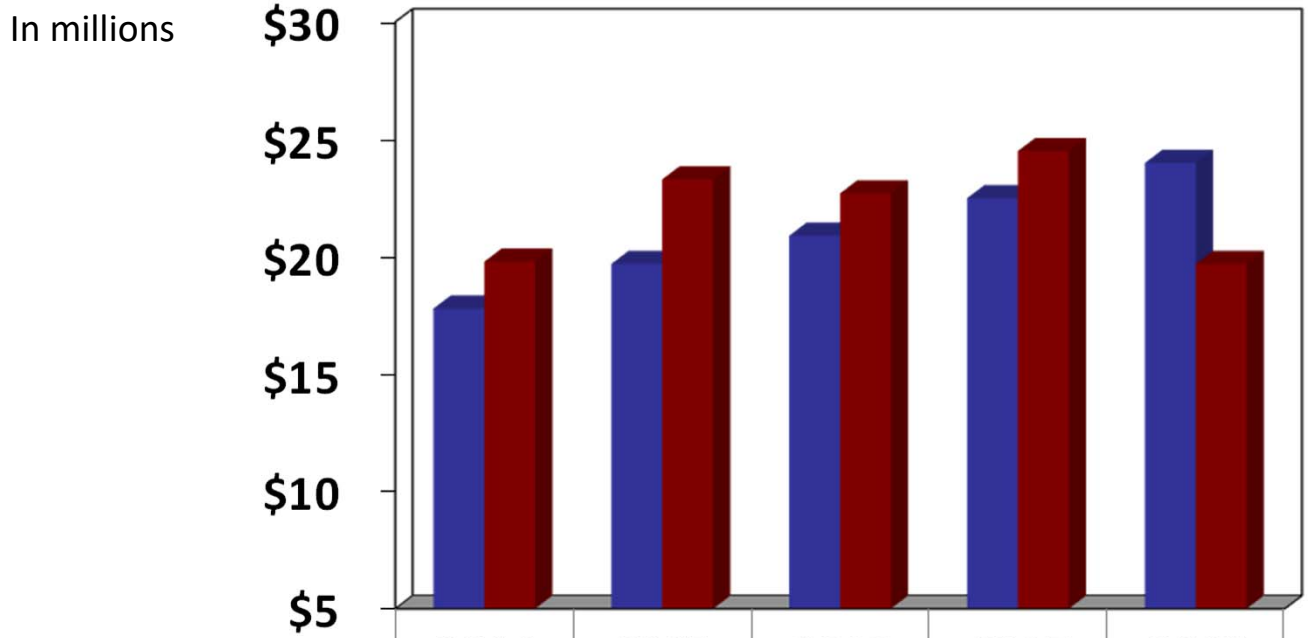
Note: 2018 Collection rate for property excluding motor vehicle increase to 98.15% from 97.57%. With the Tax and Tag together program registered motor vehicles is 100%.

Property Tax Assessed Value History



Note: Revaluation in January 2015 (FY 2016) decreased 7.6% in value; FY 2018 increased 3.3%

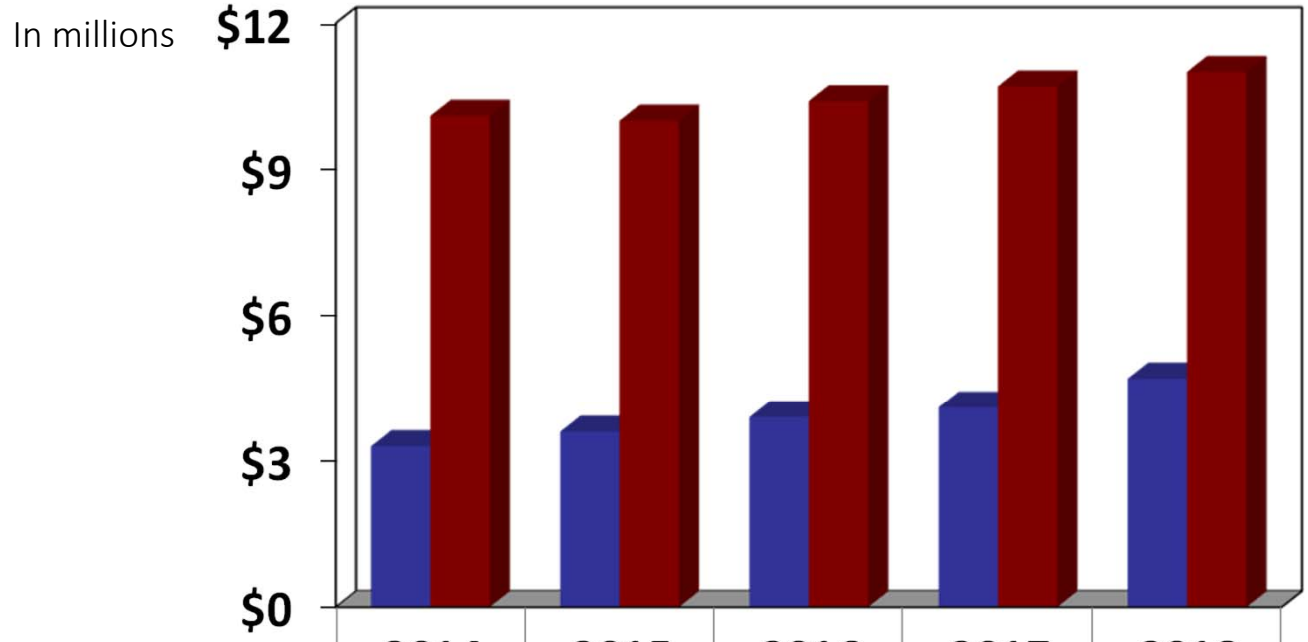
General Fund Local Option Sales Tax & Intergovernmental Revenue



	2014	2015	2016	2017	2018
Sales Tax	$17.8	$19.7	$20.9	$22.5	$24.0
Intergovernmental	$19.8	$23.3	$22.7	$24.5	$19.7

Note: 2018 decrease in Intergovernmental revenue is the state direct payments to the daycare providers rather than pass through dollars to the county

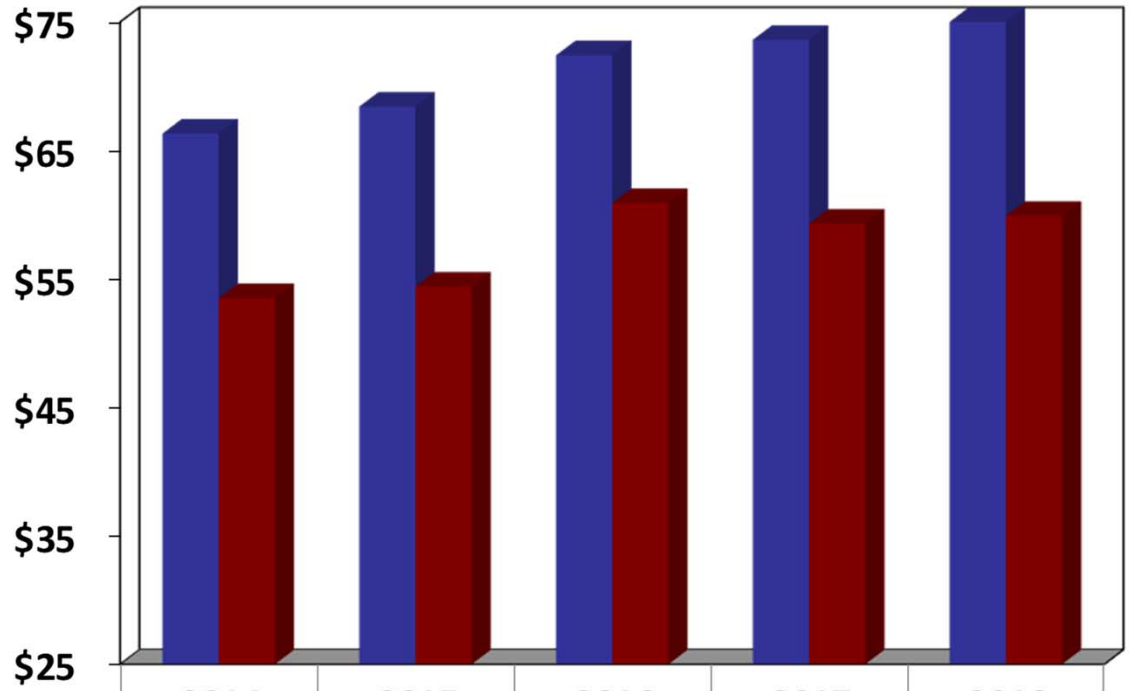
General Fund
Permits & Fees/Sales & Services



	2014	2015	2016	2017	2018
Permits & Fees	$3.3	$3.6	$3.9	$4.1	$4.7
Sales & Services	$10.1	$10.0	$10.4	$10.7	$11.0

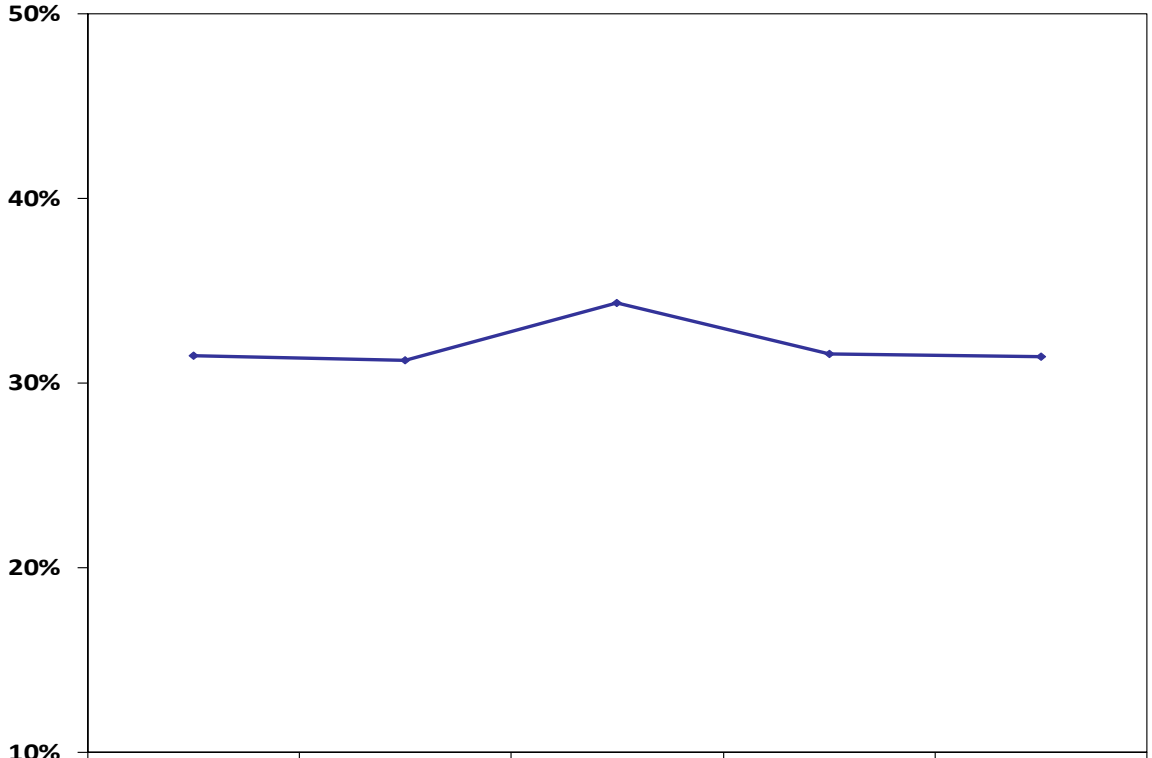
Total General Fund Balance & Fund Balance Remaining for Appropriation

In millions



	2014	2015	2016	2017	2018
Total	$66.3	$68.4	$72.4	$73.6	$75.9
Available	$53.5	$54.4	$60.9	$59.3	$59.9

% of Available General Fund Balance to Total General Fund Expenditures Plus Net Transfers To Other Funds



	2014	2015	2016	2017	2018
% Available	31%	31%	34%	32%	31%

Upcoming FY 2019 - 2020 Additional Funding Concerns

- Phase 1 of 3 $52.95 million G.O. Bond issued adding $5.6million in debt service in FY 20. The current estimated value of one penny in FY 20 with phase 1 is 2.11 cents on the tax rate.

  -Planned in July 2020 is Phase 2 - $47.55 million ($4.6m debt service in 2022) and in July 2022 final Phase 3 - $51.5 million ($5.2m debt service in 2024).

  -Existing G.O will be paid off in 2023 and the debt service is $5.2 million in FY 20 with the majority paid off by 2022 decreasing to $1 million in debt service.

- Acquisition of new voting equipment $1.0 million
- Landfill Closure – based on current estimates additional funding need is $417,355 current estimate is $9,934,355; current amount designated in the capital reserve $9,517,000
- Courthouse addition/renovations estimated to cost $12.0 million. Planning for Pay Go
- Employee Retention - Provisions for Employee merit and benefits
- Continued growth in the Enterprise Fund to minimize the effects on user rates and maintain debt service coverage to support the Northwest Water Treatment Plant 12 mgd expansion ($35m), Reverse Osmosis Treatment ($99.6m), 54" Raw Water Line ($39.6m), and the Northeast Brunswick Regional WWTP 2.5 mgd expansion ($39.1m)
- Continued costs of Hurricane Florence Recovery and potential for delays in FEMA reimbursement estimated to total between $10-$12M
- Other unknowns:
  - Opioid crisis
  - Legislative changes

BRUNSWICK COUNTY

NORTH CAROLINA

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # VI. - 3.

From:
Ann Hardy

Emergency Services - Update Disaster Declaration Hurricane Florence - (Brian Watts, Director of Emergency Services; Robert Spence, FEMA Division Supervisor - Div. 5)

Issue/Action Requested:
Request that the Board of Commissioners Receive Information regarding the Disaster Declaration of September 10, 2018 at noon.

Background/Purpose of Request:

Fiscal Impact:
Not Applicable

Approved By County Attorney:
Not Applicable

County Manager's Recommendation:
Recommend that the Board of Commissioners Receive Information regarding the Disaster Declaration of September 10, 2018 at noon.

ATTACHMENTS:

Description

- FEMA - Brunswick County at a Glance

Oct. 12, 2018
DR-4393-NC FS 014

Brunswick County at a Glance

Since the federal disaster declaration for Hurricane Florence, Brunswick County residents have received more than **$16.4 million** in state and federal funds:

- Nearly **$5.8 million** in state and federal grants to more than 1,500 homeowners and renters.
- More than **876** flood insurance claims have been filed. More than **$3.6 million** in claims paid to-date.
- As of Oct. 12, more than **$7 million** in U.S. Small Business Administration low-interest disaster loans approved for **197** homeowners and renters and **seven** businesses.

Individual Assistance:

- As of Oct. 12, more than **5,800** home inspections have been issued.
  - **98** percent of home inspections completed.
  - **Two** percent of inspections have an "Inaccessible" status. This is the number of applicants who had an initial meeting with an inspector who determined that the dwelling is inaccessible. These applicants need to contact FEMA to reschedule an inspection when their homes are accessible.
- Transitional Sheltering Assistance
  - Current number of households checked in: **25**
  - Cumulative number of households checked in: **42**
- Disaster Survivor Assistance (DSA)
  - DSA has made almost 2,300 interactions with survivors.
  - As of Oct. 12, there are **two** DSA crews working in Brunswick County.
- Brunswick County has been approved for FEMA Direct Temporary Housing Assistance. Travel trailers and manufactured housing units may be provided for eligible applicants.
- A Disaster Recovery Center site for Brunswick County is located at Virginia Williams Event Center, Odell Williams Auditorium. 150 College Road, NE, Bolivia, N.C. 28422.

Public Assistance:

- Brunswick County was approved for assistance to local governments for debris removal and emergency protective measures on **Sept. 14, 2018**
- An applicant briefing is scheduled for Oct. 15, 2018.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # VII. - 1.
Planning - Z-765 (Kirstie Dixon, Director of Planning)

From:
Kirstie Dixon, Planning Director

Issue/Action Requested:
Request that, after the Public Hearing, the Board of Commissioners approve First and Second Readings to amend to the Official Brunswick County Unified Development Ordinance Zoning Map from RR (Rural Low Density Residential) to R-7500 (Medium Density Residential) (Z-18-765) .

Background/Purpose of Request:
This rezoning request proposes to rezone Tax Parcel 2290002901 (Formally Tax Parcel #2290002909) from RR (Rural Low Density Residential) to R-7500 (Medium Density Residential). This change would allow for residential uses on this property located off Hickman Road SW (SR 1303). This rezoning totals approximately 1.95 acres.

At the Planning Board Meeting, Mr. Andrew and Mrs. Olga Voralik spoke and said they want to rezone the property to its original zoning designation to conform with the surrounding properties. Mr. Mike Long also spoke and was concerned with the intended uses on the property. Ms. Easley spoke and stated that the zoning will revert to the original zoning of R-7500, which is the same zoning designation as adjacent properties (Mr. Long's property).

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
At its meeting on 09-Jul-18, the Planning Board voted unanimously to recommend approval of the rezoning as proposed.

Members Present: Eric Dunham, Joy Easley, Richard Leary, Ron Medlin, Tom Simmons and William Bittenbender

Members Absent: Troy Price

County Manager's Recommendation:
Recommend that, after the Public Hearing, the Board of Commissioners approve First and Second Readings of the proposed amendment to the Brunswick County Unified Development Ordinance from RR (Rural Low Density Residential) to R-7500 (Medium Density Residential) (Z-18-765) .

ATTACHMENTS:

Description

- Application

- Staff Report
- Rezoning Map
- Land Use Plan Map
- Photos
- Consistency Statement
- Minutes

REZONING
APPLICATION

For Office Use Only
Planning Project #:
Rezoning Case Z-765

Brunswick County Planning • PO Box 249, Bolivia, NC 28422 • Phone: (910) 253-2025/1-800-621-0609 • Fax: (910) 754-2740

Complete the following application. This form must be *completely* filled out. Incomplete applications will result in a delay of this application and slow down the rezoning process.

APPLICANT INFORMATION (This person will be the contact person and will receive all mailings)	
Applicant Name(s): Andrew & Olga Voralik	
Mailing Address: 806 Hickman Rd NW Calabash, NC 28467	
Phone: 619.540.2685	Email: avoralik@hotmail.com
PROPERTY OWNER INFORMATION (If different from above)	
Owner Name(s):	
Mailing Address:	
Phone:	Email:
PROPERTY INFORMATION	
Property Address and/or Description of Location: 802 Hickman Rd NW Calabash, NC 28467	
Parcel Tax ID #(s): 2250002909	Total Site Acreage: 1.95
Current Zoning District(s): CO-RR	Proposed Zoning District(s): CO-R7500
Conditional Zoning Request ☐ YES ☒ NO *Conditional Zoning have additional submittal requirements such as Conceptual Site Plan, Proposed Conditions, Proposed Uses, and the holding of a neighborhood meeting. Please include the additional information as an attachment to this application.*	
NOTE: If multiple parcels are being proposed for rezoning then write "see attached" and attach the list of the parcels. Make sure to include the Tax Parcel ID #, owner name(s)/address, and acreage information.	

STATEMENT OF REASONABLENESS

Please explain why the proposed zoning is reasonable for the area. Possible reasons could be the rezoning is consistent with the character of the area, the rezoning will match the surrounding zoning, or the rezoning is consistent with the Land Use Plan:

Rezoning will match surrounding zoning.
Rezoning is consistent with Land Use Plan.
Rezoning is consistent with the character of the area.

LAND USE COMPATIBILITY

Future Land Use Map Classification: LDR

Is the proposed rezoning consistent with the Land Use Plan? ☒ YES ☐ NO

If not consistent, please explain the change in conditions of the community which justify amending the Land Use Plan Map:

NOTE: The future Land Use Map Classification comes from the Brunswick Co. CAMA CORE Land Use Plan. If a rezoning request is not consistent then an amendment is required. Planning Staff can assist with this determination.

APPLICANT/OWNER SIGNATURE

In signing of this Rezoning Application, I certify that I have understand the application guidelines and that incomplete applications will delay my application and my rezoning. I ALSO UNDERSTAND THAT MY REZONING REQUEST MUST BE CONSISTENT WITH THE LAND USE PLAN. I further certify that I am authorized to submit this application and that all the information presented in this application is accurate to the best of my knowledge, information, and belief.

Applicant Signature: _____ Date: _____

Owner Signature: _____ Date: 5/30/18

Owner Signature: _____ Date: 5/30/18

NOTE: If there are multiple owners that need to sign have them sign under the owner signature or attached additional sheets.

OFFICE USE ONLY

DATE RECEIVED: 6-4-18 RECEIPT #: 191983

☒ <5.00 acres ($300) ☐ 5.00 to 49.99 acres ($500) ☐ 50.00 to 99.99 acres ($750)

☐ >100 acres ($1,000) ☐ Land Use Plan Amendment ☐ Conditional Zoning

REZONING STAFF REPORT

Prepared by Marc Pages, Senior Planner
Rezoning Case#: Z-765
July 9, 2018

APPLICATION SUMMARY

The applicant requests to rezone Tax Parcel 2250002909 from RR (Rural Residential) to R-7500 (Medium Density Residential). This rezoning request is conventional therefore, no conditions or site plans are proposed. All owners and adjacent owners have been notified via first class mail.

Location
802 Hickman Road NW (SR 1303)

Tax Parcel
2250002909

Current Zoning
RR

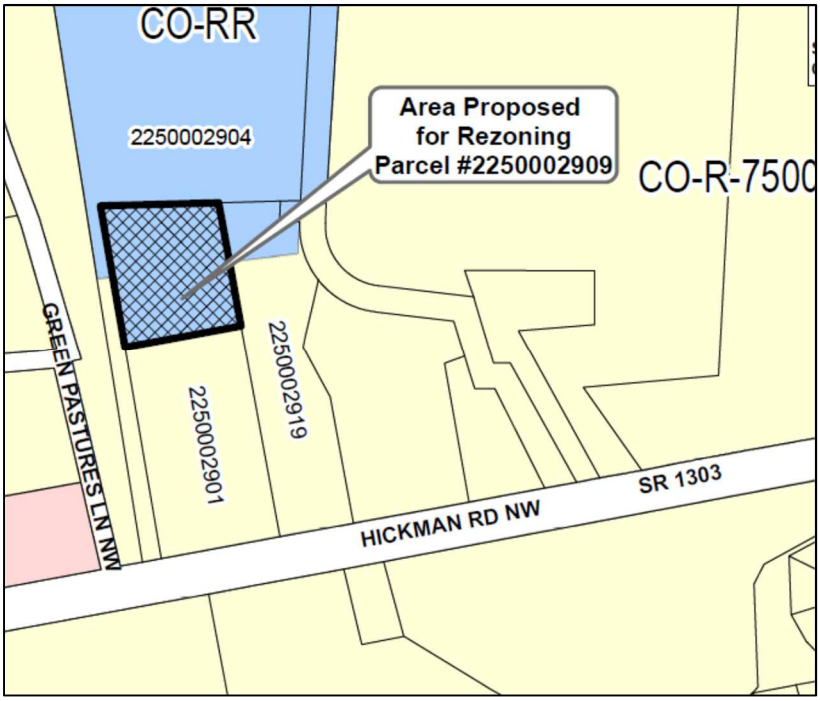
Proposed Zoning
R-7500

Surrounding Zoning
RR, R-7500

Current Use
Agricultural Land and Structures

Surrounding Land Uses
Residential, Agricultural, Vacant Lands

Size
1.95 acres



SITE CONSIDERATIONS

Zoning History: The subject property has recently undergone a zoning change. In January 2013, the subject property was rezoned from R-7500 to RR as part of rezoning case Z-692.

Buffers: If rezoned to R-7500, all non-residential uses will require a 0.4 opacity buffer adjacent to existing residential developed property.

Traffic: The average annual daily traffic count for this section of Hickman Road is 7,000 vehicle trips per day. The subject parcel is accessed via a 45' ingress/egress easement across Tax Parcel 2250002901 (also owned by the applicant).

Utilities: Water is available from Brunswick County on Hickman Road. Sewer is not available.

Schools: There are not any vicinity school capacity deficiencies at this time.

CIP Projects in Area: West Brunswick Classroom Addition (FY 2021).

NCDOT Road Improvements in Area: Carolina Bays Parkway – Design and Environmental Study in Progress.

Environmental Impacts: Biodiversity & Wildlife Habitat Assessment Score: The entire site scores 0 and therefore will not have significant environmental impact.

ANALYSIS

"The R-7500, R-6000, and SBR-6000 districts are established to provide for orderly suburban residential development. A limited number of commercial and civic uses are allowed, subject to the restrictions necessary to preserve and protect the residential character of the neighborhood. A special permit process for higher intensity development is also allowed, using discretion to balance issues of higher density with improved amenities. Due to the higher intensity developments contained in this district, it is intended to be applied to properties served by public sewer and water systems."

CAMA Land Use Plan Classification: *LDR (Low Density Residential).*

- Proposed Zoning is consistent with CAMA Land Use Plan.

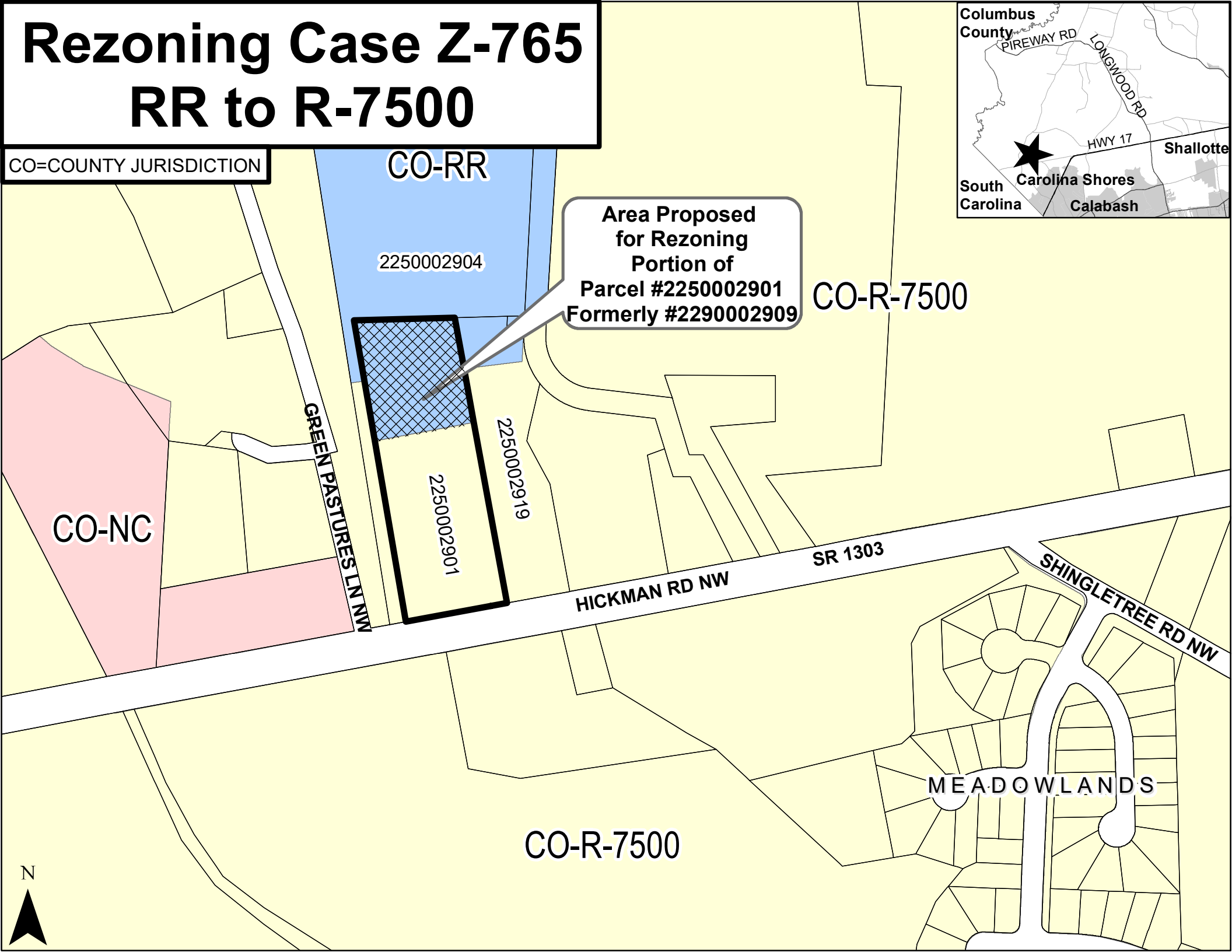
Applicable CAMA Land Use Policies:

- P.15 states that Brunswick County supports greater residential densities in areas that are accessible to water and sewer service(s). Agricultural and low-density residential land uses should be located in areas that do not have central water or sewer service.
- P.49 states that Brunswick County supports directing more intensive land uses to areas that have existing or planned infrastructure.

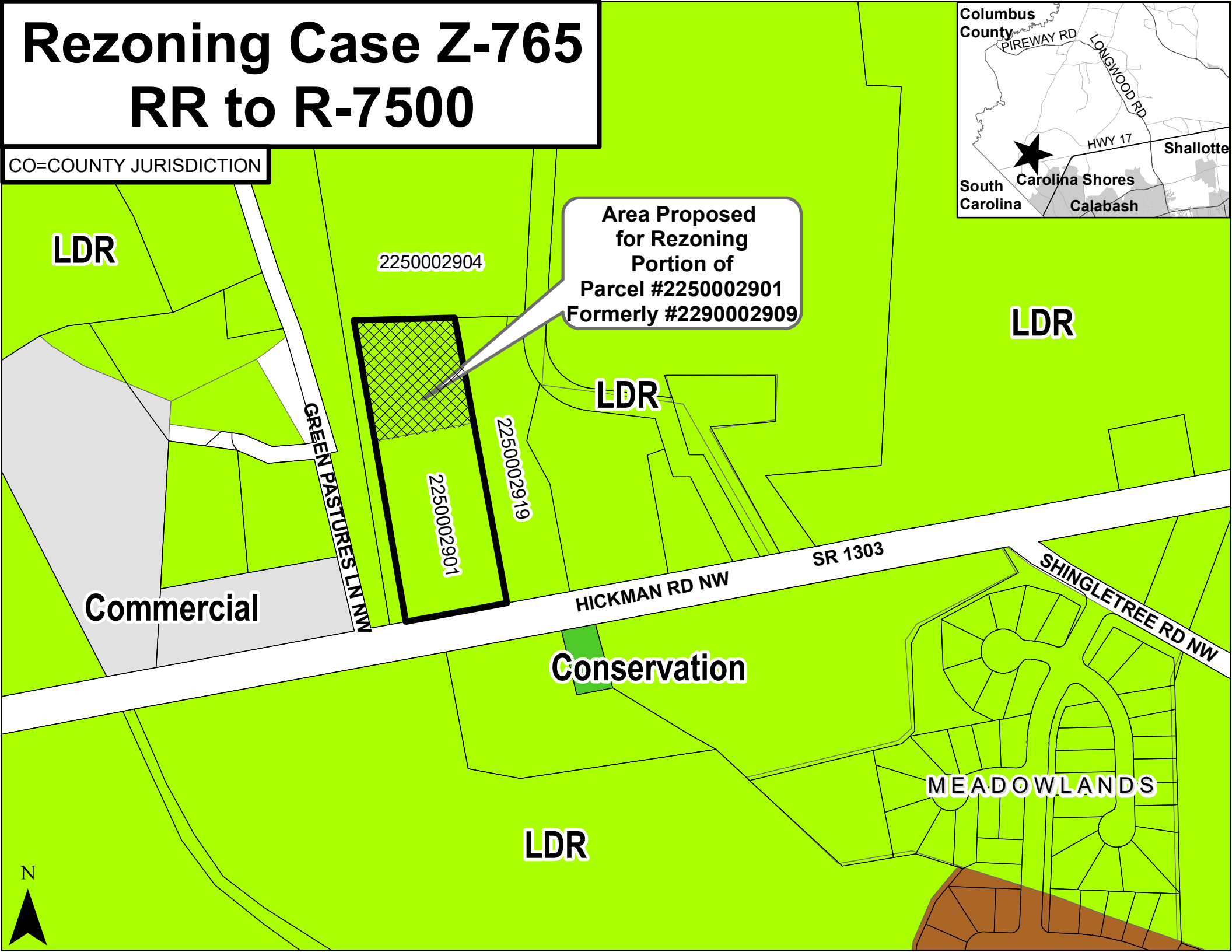
STAFF RECOMMENDATION SUMMARY

Staff recommends *APPROVAL TO R-7500 FOR TAX PARCEL 2250002909 BASED* upon information provided, surrounding area, current uses, the Brunswick County CAMA CORE Land Use Plan, and other adopted Brunswick County plans and policies.

Rezoning Case Z-765
RR to R-7500



Rezoning Case Z-765
RR to R-7500



Pictures Z-765

Public Notice

View of Site

View of Hickman Rd facing East

View of Hickman Rd facing West

CONSISTENCY STATEMENT

FOR BRUNSWICK COUNTY BOARD OF COMMISSIONERS

***ZONING AMENDMENT DESCRIPTION**: Z-765 (RR to R-7500)*

THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS HEREBY ORDER, on the basis of all the foregoing, that the UNIFIED DEVELOPMENT ORDINANCE ZONING AMENDMENT be

☒ **APPROVED – CONSISTENT WITH COMPREHENSIVE PLAN**

- The Board of Commissioners finds that the proposed zoning amendment *is consistent with the CAMA Land Use Plan (Comprehensive Plan)* for the following reasons: _____
_____
_____

  PLANNING BOARD RECOMMENDATION: The proposed zoning amendment is consistent with the CAMA Land Use Plan (Comprehensive Plan) as it will remain low density residential.

- The Board of Commissioners further finds that the proposed zoning amendment *is reasonable and in the public interest* for the following reasons: _____
_____
_____

  PLANNING BOARD RECOMMENDATION: The proposed amendment will be consistent with nearby surrounding properties.

☐ **APPROVED – NOT CONSISTENT WITH COMPREHENSIVE PLAN**

- The Board of Commissioners finds that the proposed zoning amendment *is NOT consistent* with the CAMA Land Use Plan (Comprehensive Plan) for the following reasons: _____
_____
_____

- The Board of Commissioners further finds that the approval of the proposed zoning amendment will amend the CAMA Land Use Plan (Comprehensive Plan) and the following changes have been considered to meet the needs of the community: _____
_____
_____

  PLANNING BOARD RECOMMENDATION: _____.

- The Board of Commissioners further finds that the proposed zoning amendment *is reasonable and in the public interests* for the following reasons: _____
_____
_____

  PLANNING BOARD RECOMMENDATION: _____.

☐ **DENIED – INCONSISTENT WITH COMPREHENSIVE PLAN**

- The Board of Commissioners finds that the proposed zoning amendment ☐ **is** ☐ **is not** consistent with the CAMA Land Use Plan (Comprehensive Plan) and ☐ **is** ☐ **is not** in the public interests for the following reasons:_____
_____

☐ **TABLED**

- The Board of Commissioners TABLES the proposed zoning amendment to ☐ **Next Board of Commissioners Meeting** ☐ **A Future Board of Commissioners' Meeting in _____ months.**

MINUTES

PLANNING BOARD

BRUNSWICK COUNTY, NC

6:00 P.M. Monday
July 9, 2018

Commissioners Chambers
David R. Sandifer Administration Bldg.
County Government Center
Old U.S 17 East

MEMBERS PRESENT

Eric Dunham, Chair
Joy Easley, Vice Chair
Richard Leary
Ron Medlin
Tom Simmons
William Bittenbender

MEMBERS ABSENT

Troy Price

STAFF PRESENT

Kirstie Dixon, Director
Connie Marlowe, Admin. Asst. II
Marc Pages, Senior Planner
Bryan Batton, Asst. County Attorney

OTHERS PRESENT

Phil Tripp
Andrew Voralik
Charles Warren
Charles Clemmons
Edna Bryant
Elizabeth Nelson
Michael Fullwood
Mike Long
Terry Pope, State Port Pilot
John Hankins
Olga Voralik
Marva Moss
Alvin Nobles
Lewis Dozier
Barbara Stanley

I. CALL TO ORDER.

The Chair called the meeting to order at 6:08 p.m.

II. INVOCATION/PLEDGE OF ALLEGIANCE.

Mr. Dunham said a prayer. The Chair asked everyone to stand and face the U.S. Flag to say the Pledge of Allegiance.

DRAFT

III. ROLL CALL.

Mr. Troy Price was absent.

IV. OATH OF OFFICE.

Ms. Marlowe administered the Oath of Office to Mr. Eric Dunham for reappointment to the Board.

V. CONSIDERATION OF MINUTES OF THE 11-Jun-18 MEETING.

Mr. Leary made a motion to approve the minutes as written and the motion was unanimously carried.

VI. AGENDA AMENDMENTS.

There were none.

VII. PUBLIC COMMENT.

There were none.

VIII. PUBLIC HEARINGS.

A. Major Subdivision Plan Approval – SS-266

Name:	Broadwater Landing Major Subdivision
Applicant:	Tripp Engineering
Tax Parcel:	0980001906
Location:	Located on George II Highway (NC 87)
Description:	Broadwater Landing is a proposed major subdivision consisting of 27 single-family lots on a gross site of 55.8 acres creating an overall density of 0.48 units per acre.

Mr. Pages addressed the Board. He read the Staff Report (attached). Mr. Pages identified the proposed area on a visual map.

Mr. Pages said staff recommends approval based on the following conditions:

- That the development shall proceed in conformity with all plans and design features submitted as part of the major subdivision application and kept on file by the Brunswick County Planning Department;
- That the development of the parcel(s) shall comply with all regulations as specified in the Brunswick County Unified Development Ordinance; and
- Include a 10' wide easement within the street buffer adjacent to George II Highway (NC 87) for a future greenway.

Ms. Easley made a motion to open the Public Hearing and the motion was unanimously carried.

Mr. Phil Tripp, Tripp Engineering, addressed the Board on behalf of the developer. He stated that there was a development (71 lots) submitted a decade ago on the subject, but the property was not developed due to the economic downturn. Mr. Tripp said the developer revised the layout by reducing the number of lots (27 lots) and increasing lot sizes to an average of 1.69 acres. Mr. Tripp said all Technical Review Committee (TRC) comments have been addressed. He further stated that public water will be available to the site.

Mr. Charles Clemmons, owner of Broadwater Farms, addressed the Board. Mr. Clemmons said his 300-acre family farm is adjacent to the subject property and they participate in the Voluntary Agricultural District (VAD) Program. He stated that he and his family has operated Broadwater Farms, a major swine and cattle operation, for the past 25 years. Mr. Clemmons said he and his family are opposed to the potential traffic that will be generated by the proposed development and they are opposed to the proposed development sharing their farm name. Mr. Clemmons was concerned with their farm being bombarded with trespassers and the potential of those trespassers violating bio-security laws imposed on their farm. Mr. Clemmons said major subdivisions and farming activities normally do not mix.

Mr. Dunham clarified that the property is not proposed to be rezoned and Mr. Page concurred. Mr. Dunham asked Mr. Pages if the applicant can achieve the same goal if he parceled out each lot? Mr. Pages replied, yes. Mr. Dunham asked Mr. Pages the difference in developing a major subdivision as opposed to parceling out lots? Mr. Pages said a major subdivision approval requires upfront improvements (stormwater, paved roads, extending water lines) to property. Whereas, a minor subdivision is reviewed and administratively approved and no infrastructure improvements will be required.

Mr. Clemmons readdressed the Board. He stated that NC 87 is a dangerous road as there is an enormous amount of traffic currently on this road and the proposed development will only enhance the danger. He thanked the Board for allowing him to speak.

Mr. Tripp readdressed the Board. Mr. Tripp said the developer is aware of Broadwater Farm and he does not intend to be an unpleasant neighbor. He reiterated that they are proposing lots more than 1 acre in size. Mr. Tripp asked that the Board consider approval of the proposed project. Ms. Dixon reiterated that Mr. Clemmons' farm participates in the VAD program and they are protected from neighboring communities should someone complain about the farming activities nearby.

With no further comments, Ms. Easley made a motion to close the Public Hearing and the motion was unanimously carried.

Mr. Leary made a motion to approve Broadwater Landing Major Subdivision with the noted conditions and the motion was unanimously carried.

B. <u>Rezoning 7-765 – Andrew and Olga Voralik</u>

Request to rezone approximately 1.95 acres located off Hickman Road NW (SR 1303) near Calabash from RR (Rural Low Density Residential) to R-7500 (Medium Density Residential) for Tax Parcel 2290002909.

Mr. Pages addressed the Board. He read the Staff Report (attached). Mr. Pages identified the subject property and surrounding properties on a visual map.

Mr. Pages said staff recommends approval from RR (Rural Low Density Residential) to R-7500 (Medium Density Residential) for Tax Parcel 2250002909.

Ms. Easley made a motion to open the Public Hearing and the motion was unanimously carried.

Mr. Andrew and Mrs. Olga Voralik addressed the Board. Mr. Voralik said they want to rezone the property to its original zoning designation to conform with the surrounding properties.

Mr. Mike Long, adjoining property owner, addressed the Board. Mr. Long was concerned with the intended use of the property. The Chair asked Mr. Pages to read the permitted uses in RR and explain the difference from the current zoning district. Mr. Pages said the RR zoning district is flexible, in that, it allows some light commercial uses as well as residential uses. He stated that the R-7500 zoning district is more of a residential zoning district. Mr. Pages read some of the permitted uses in the RR zoning district. Ms. Easley interjected that the zoning will revert to the original zoning, which is the same zoning designation as Mr. Long's property.

With no further comments, Mr. Bittenbender made a motion to close the Public Hearing and the motion was unanimously carried.

Mr. Leary made a motion to recommend to the Board of Commissioners to approve Tax Parcel 2250002909 to R-7500 (Medium Density Residential) and the motion was unanimously carried.

THEREFORE, on the basis of all the foregoing, IT IS ORDERED that the application for REZONING be recommended to the Board of Commissioners for

☒ **APPROVAL – The proposed zoning amendment is APPROVED**

- The Planning Board finds that the proposed zoning amendment is consistent with the CAMA Land Use Plan (Comprehensive Plan) for the following reasons:

  <u>The proposed zoning amendment is consistent with the Comprehensive Plan (CAMA Land Use Plan) as it will remain low density residential.</u>

- The Planning Board further finds that the proposed zoning amendment is reasonable and in the public interest for the following reasons:

  <u>The proposed amendment will be consistent with nearby surrounding properties.</u>

C. <u>Rezoning Z-766 – Marva S. Moss and Edna S. Bryant</u>

Request to rezone approximately 1.15 acres located off Hazels Branch Road SE (SR 1619) near Leland from RR (Rural Low Density Residential) to C-LD (Commercial Low Density) for Tax Parcel 0570007203.

<u>Land Use Plan Amendment LUM – 766:</u>

Request to amend Tax Parcel 0570007203 located off Hazels Branch Road SE (SR 1619) near Leland from LDR (Low Density Residential) to Commercial.

Mr. Pages addressed the Board. He read the Staff Report (attached). Mr. Pages identified the subject property and surrounding properties on a visual map.

Mr. Pages said staff recommends denial from RR (Rural Low Density Residential) to C-LD (Commercial Low Density) for Tax Parcel 0570007203.

Mr. Dunham asked Mr. Pages to explain the Conservation land classification and the percentage of the subject property that is wetlands. Mr. Pages said there are wetlands on a portion of the northeast portion of the site. He further stated that conservation areas are generally undevelopable due to environmental considerations such as existing wetlands. Ms. Dixon further stated that flood zones can be a trigger for conservation areas as well.

Ms. Easley made a motion to open the Public Hearing and the motion was unanimously carried.

Ms. Marva Moss addressed the Board. Ms. Moss stated that the subject property has been in her family for more than 90 years. She stated that the intended use of the property will not pose a negative impact to the surrounding area. She said there are trees on the northside of the property as well as a Circle K business, Morgan Creek is to the east of the subject property, there is an edge of wetlands on the south side of the subject property and Hazel Branch Road SE (SR 1619) and US 17 are to the west of the subject property. Ms. Moss reiterated that the property in question is 1.15 acres and the intended use will not negatively impact the surrounding properties. She further stated that the adjoining property owners are not opposed to the zoning change. Ms. Moss said the U.S. Army Corps of Engineers (Corps of Engineers) has not delineated any wetlands on the subject property so she was uncertain who has deemed it as wetlands. Ms. Moss said she has permission from property owners to the east of the property in question and they are not opposed to the zoning change. Ms. Moss asked that the Board consider changing the zoning designation.

Mr. Dunham said the property zoning change appears to be spot zoning because it is not contiguous to commercially-zoned property. Ms. Moss asked if the adjoining property owners (the Jameses and the Youngs) were contacted to be included in the zoning change, would the zoning change still be considered as spot zoning? Ms. Dixon said staff met and discussed this with Ms. Moss and suggested that adjoining parcels be included to strengthen the rezoning to C-LD to no avail. Ms. Moss said the adjoining property owners did give them a verbal approval of the zoning change. Ms. Dixon said it is staff's understanding that the adjoining property owners were not in favor of changing the zoning designation from RR (Rural Low Density Residential) to C-LD (Commercial Low Density) because they didn't want their taxes to increase.

Mr. Leary asked staff if they would be in favor of the zoning change if the property owners to the east of the subject property agreed to include their properties in the rezoning? Ms. Dixon replied, yes. Mr. Simmons suggested that this matter be table until the adjacent property owners can be contacted by Ms. Moss about joining the rezoning request to C-LD.

With no further comments, Mr. Bittenbender made a motion to close the Public Hearing and the motion was unanimously carried.

Mr. Simmons made a motion to table the matter until Monday 10-Sep-18 and the applicant meet with adjoining property owners to include their properties in the rezoning request.

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D. Rezoning Z-767 – Alvin Nobles

Request to rezone approximately 17.83 acres located off Ocean Highway West (US 17) near Shallotte from C-LD (Commercial Low Density) to C-I (Commercial Intensive for Tax Parcel 21200025.

Land Use Plan Amendment LUM – 767:

Request to amend Tax Parcel 21200025 located off Ocean Highway West (US 17) near Shallotte from LDR (Low Density Residential) to Commercial.

Mr. Pages addressed the Board. He read the Staff Report (attached). Mr. Pages identified the subject property and surrounding properties on a visual map.

Mr. Pages said staff recommends approval from C-LD (Commercial Low Density) to C-I (Commercial Intensive) for Tax Parcel 21200025 in conjunction with an amendment to the Official Brunswick County CAMA Land Use Plan Map for Tax Parcel 21200025 located off Ocean Highway West (US 17) near Shallotte from LDR (Low Density Residential) to Commercial.

Ms. Easley asked Mr. Pages to read the permitted uses in the C-I zoning district and Mr. Pages proceeded to read some of the permitted uses in the C-I zoning district that differ from the C-LD zoning district. He stated that C-I is a more intensive commercial use.

Mr. Bittenbender made a motion to open the Public Hearing and the motion was unanimously carried.

Mr. Alvin Nobles, owner of Carters and Nobles, addressed the Board. Mr. Nobles said the property was previously used as a flea market that wasn't profitable. Mr. Nobles said he has a potential buyer that want to use the property for an intensive commercial use (selling and installing granite counter tops). Mr. Nobles concluded that he has owned the subject property for 12 years.

Mr. Mike Fullwood addressed the Board on behalf of his family. Mr. Fullwood said they are concerned with the proposed use for site and the potential for noise, dust and waste. He stated that his family lives and farms on their property. Mr. Fullwood was concerned with how the proposed zoning change will affect their property and whether this will be considered spot zoning. Mr. Batton said the applicant is proposing a more intense commercial use on a parcel that is currently zoned for light commercial use. Mr. Fullwood asked if their taxes will be affected? Mr. Dunham said the applicant is only requesting his property be rezoned so neighboring properties should be not be affected for tax purposes. Mr. Batton said the County is currently conducting a 2019 tax revaluation so all property values are subject to change in January 2019, but this proposed zoning change should not affect the tax value of neighboring properties.

Ms. Barbara Stanley addressed the Board. Ms. Stanley asked about property being changed. Mr. Dunham clarified the difference in the zoning designation and the CAMA Land Use Plan classification. He further stated that staff will review the area in the future to determine the best course of action to unify the zoning and land classification for this corridor area.

With no further comments, Ms. Easley made a motion to close the Public Hearing and the motion was unanimously carried.

Mr. Leary made a motion to recommend to the Board of Commissioners to approve Tax Parcel 21200025 from C-LD (Commercial Low Density) to C-I (Commercial Intensive) in conjunction with an amendment to the Official Brunswick County CAMA Land Use Plan Map for Tax Parcel 21200025 located off Ocean Highway West (US 17) near Shallotte from LDR (Low Density Residential) to Commercial and the motion was unanimously carried.

THEREFORE, on the basis of all the foregoing, IT IS ORDERED that the application for REZONING be recommended to the Board of Commissioners for

☒ **APPROVAL – NOT CONSISTENT WITH COMPREHENSIVE PLAN**

- The Planning Board finds that the proposed zoning amendment is NOT consistent with the CAMA Land Use Plan (Comprehensive Plan) for the following reasons:

  The proposed zoning amendment is not consistent with the CAMA Land Use Plan as it is currently classified as LDR (Low Density Residential) and the entire US 17 corridor need to be addressed.

- The Planning Board further finds that approval of the proposed zoning amendment will amend the CAMA Land Use Plan (Comprehensive Plan) and the following changes have been considered to meet the needs of the community:

  The proposed zoning amendment will bring the subject property into compliance with zoning and the CAMA Land Use Plan.

- The Planning Board further finds that the proposed amendment is reasonable and in the public interest for the following reasons:

  This amendment is on US 17 corridor, infrastructure (public water and sewer) is available and there are commercial properties in the surrounding area.

IX. OTHER BUSINESS.

- Planning Board Cases Update

Ms. Dixon addressed the Board. She stated that Zoning Case Z-763 and Z-764 were approved by the Board of Commissioners as well as a text amendment regarding setback certifications (effective 01-Jul-18) at their 18-Jun-18 meeting.

- Unified Development Ordinance Refinements.

Ms. Dixon addressed the Board. She stated that a workshop will be held at 3:00 p.m. on 13-Aug-18 prior to the regular Planning Board meeting.

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- Election of Officers

Mr. Dunham opened the floor for nominations for Chair. Mr. Bittenbender made a motion to nominate Mr. Dunham for Chair. Ms. Easley made a motion to close nominations and the motion was unanimously carried. Ms. Easley made a motion to appoint Mr. Dunham as Chair and the motion was unanimously carried.

The Chair opened the floor for nominations for Vice Chair. Mr. Medlin made a motion to nominate Ms. Easley for Vice Chair. Mr. Simmons made a motion to close nominations and the motion was unanimously carried. Mr. Simmons made a motion to appoint Ms. Easley as Vice Chair and the motion was unanimously carried.

X. ADJOURNMENT.

With no further business, Mrs. Leary made a motion to adjourn and the motion was unanimously carried.

DRAFT

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # VIII. - 1.

From:
Steve Stone, Deputy County Manager

Administration - Funding Request from Brunswick Transit System (Steve Stone, Deputy County Manager)

Issue/Action Requested:
Request that the Board of Commissioners consider appropriating $64,184 to Brunswick Transit System to provide a 50% match for the purchase of two expansion vehicles for the system.

Background/Purpose of Request:
Brunswick Transit System, Inc. (BTS) is the lead public transportation agency in Brunswick County, and has been designated by the Board of Commissioners as the recipient of the state/federal public transportation funding stream. BTS provides transportation for DSS, BCC and other human service agencies, as well as providing rural general public services. The system has grown considerably over the past few years, and its capital needs now exceed the grant funds available through the State. BTS has requested that the County provide funding of $64,184 to pay 50% of the cost of two expansion vehicles. BTS generates fee revenue to cover its operating and administrative costs, and states that it will generate sufficient revenue to fund a capital reserve to pay for the replacement of these new vehicles when they need replacement.

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates fund balance $64,184 for 50% of the cost for two BTS expansion vehicles

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners appropriate $64,184 to Brunswick Transit System to provide a 50% match for the purchase of two expansion vehicles for the system.

ATTACHMENTS:

Description

- BTS Funding Request Letter
- 20181015 Budget Amendment Brunswick Transit Vehicles

BTS
BRUNSWICK TRANSIT SYSTEM

RECEIVED
SEP 24 2018
BRUNS. CO. ADMIN.

It is the mission of Brunswick Transit System, Inc. (BTS) to provide safe, reliable and efficient transportation services to the residents of Brunswick County.

September 11, 2018

Steve Stone
Deputy County Manager
County of Brunswick
PO Box 249
Bolivia, NC 28422

RE: Brunswick Transit System, Inc. (BTS) Request for Support; Expansion Vehicles

Dear Mr. Stone,

On behalf of the BTS Board of Directors I respectfully submit this request for county support for the purchase of two expansion BTS fleet vehicles. Steady growth of transit services provided to both the general public and human service agency clients coupled with repeated denials from traditional state and federal funding sources for expansion capital have compelled this request.

The transit system provided 55,733 trips to Brunswick County residents in FY18; an increase of 4.5% in total services and an increase of 29.7% in general public services. FY18 is the second consecutive year we experienced double digit public ridership growth. The proposed expansion vehicles will play an integral part in meeting the growing demand for public transportation in Brunswick County and providing those services efficiently.

With the help and support of NCDOT/PTD, we are scheduled to begin a Community Connectivity Plan (CCP) this year. The CCP is a comprehensive study of public transportation in Brunswick County that will document services provided, capture community needs and outline action steps moving forward to meet those needs. Brunswick Transit system's last comprehensive plan was approved in 1989. We believe the completion of this plan will place us in a better position to receive State and Federal support for future expansion vehicles as well as other operating funds. However, we simply cannot wait any longer to address the growing needs of the community.

NCDOT repealed its policy regarding the replacement of vehicles purchased with local funds. Therefore, we propose to modify our rate structure and build capital reserves to replace the requested vehicles once they meet useful service life. These reserves will also fund future expansion needs at 100% if state or federal funds are not available.

5040 MAIN ST. SHALLOTTE, NORTH CAROLINA 28470
TELEPHONE 910-253-7800 FAX 910-754-4545
WWW.BRUNSWICKTRANSIT.ORG

BTS
BRUNSWICK TRANSIT SYSTEM

It is the mission of Brunswick Transit System, Inc. (BTS) to provide safe, reliable and efficient transportation services to the residents of Brunswick County.

The total cost of two expansion vehicles including cameras as outfitted on the BTS fleet is $128,368. Our fund balance will allow us to provide 50% of the cost without reducing the balance to less than 6 months of operating reserves, which is a Federal Transit Administration (FTA) best practice for non-profit transportation providers. We request the County provide the remaining 50% as an investment in the transit program. The vehicles will be purchased off state contract in the event NCDOT reverses the decision regarding local purchases and will be available for delivery within 90 days.

Thank you again for your dedication and commitment to meeting the transportation needs of the residents of Brunswick County. I have included a copy of our last financial audit for your review. Please contact me with any questions or requests for further information.

Sincerely,

Yvonne Hatcher

Yvonne Hatcher
Executive Director

Enclosure: FY17 Audit

Cc: Helen Bunch, Chair BTS

5040 MAIN ST. SHALLOTTE, NORTH CAROLINA 28470
TELEPHONE 910-253-7800 FAX 910-754-4545
WWW.BRUNSWICKTRANSIT.ORG

Request Info	
Type	Budget Amendment
Description	Brunswick Transit Vehicles
Justification	Board Meeting 10/15/2018-Appropriate fund balance for 50% match for the purchase of two Brunswick Transit System expansion vehicles.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	64184	Increase	Credit
104251	465500	Brunswick Transit System	Grant Subsidy	64184	Increase	Debit

Total	
Grand Total:	128368

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # VIII. - 2.

Emergency Services - Hurricane Florence After Action Report Preparation Services (Brian Watts, Director of Emergency Management)

From:
Brian Watts

Issue/Action Requested:
Request that the Board of Commissioners accept a proposal from Envirosafe Inc. for the preparation of the Hurricane Florence After Action Report.

Background/Purpose of Request:
Protective actions for hurricane Florence began on September 8th with the Emergency Operations Center being fully activated for 14 days. To improve our protocols and procedures, an after action review is in order. This review will focus on public safety (Emergency Services, Law Enforcement, Public Information and Utilities), sheltering (including Health and Human Services, Brunswick County Schools, and the American Red Cross), and municipal coordination.

The contractor will hold three feedback sessions with stakeholders, prepare a written after action report, and highlight any corrective actions Brunswick County may consider for future events.

The proposal price for the AAR is $5,600 and a budget amendment will be needed to cover the expense.

Emergency Services is requesting the Board of County Commissioners accept the proposal and engage Envirosafe and approve the associated budget amendment.

Fiscal Impact:
Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates $5,600 in contingency funds for contracted services.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners accept a proposal with Envirosafe Inc. for the preparation of the Hurricane Florence After Action Report.

ATTACHMENTS:

Description

- 20181015 Budget Amendment EMS Hurricane After Action Review
- Proposal - Envirosafe

Request Info	
Type	Budget Amendment
Description	Hurricane after action report
Justification	Board Meeting 10/15/2018-Transfer $5,600 from contingency to emergency services contracted services for award of contract to Envirosafe for an action review to improve protocols and procedures.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
109910	499101	Contingency	Emergency Contingency	-5600	Decrease	Credit
104330	439900	Emergency Services	Contract Services	5600	Increase	Debit

Total	
Grand Total:	0

envirosafe
Global Experience – Local Expertise

2012 Anthony Road
Burlington, NC 27215
(336) 266-7998
ggrayson@envirosafe.com

October 4, 2018

Mr. Brian Watts, Director
Brunswick County Emergency Services
3325 Old Ocean Highway
Bolivia, North Carolina 28422
VIA EMAIL: Brian.Watts@brunswickcountync.gov

Dear Mr. Watts,

Thank you for your dedicated public service during the response to Hurricane Florence. You and your team made a huge positive impact on the residents of Brunswick County. May the resiliency of the people of Brunswick County enable a strong, rapid recovery.

We are honored to assist Brunswick County Government with after action critiques post Hurricane Florence. Harnessing recommendations developed through a third-party, independent review of such historic natural disasters is excellent to build the county's emergency service capabilities. You are to be commended for taking this proactive, progressive approach.

We are prepared to provide three after-action debriefing sessions for Brunswick County. Each are slated for approximately two hours. The first of these three will be for public safety providers (police, fire and EMS). This session is scheduled for:

- Thursday, October 11, 2018 – 19:00 – Brunswick County EOC

We will be assigning Garry McCormick to facilitate this session along with a staff person to manage feedback.

The second session will be focused on the municipalities within Brunswick County. This session is scheduled for:

- Friday, October 12, 2018 – 11:00am – Brunswick County EOC

The third session will be focused on sheltering operations that occurred in the county during the storm. This session is scheduled for:

- Friday, October 12, 2018 – 14:00 – Brunswick County EOC

We will be assigning Bryant Kinney to facilitate both of these sessions along with a staff person to manage feedback.

From information provided in the sessions, we will compile the written comments and feedback to you in report form. This document will be helpful to you in developing strategic improvements for the emergency services of Brunswick County.

Our inclusive cost for this project will be $5,600.00 and we will invoice Brunswick County following completion and submission of the written report.

Thank you again for the opportunity to assist you in this important endeavor. We look forward to providing you an excellent service and product. Please call me with any questions or concerns.

Sincerely,

Gregory H. Grayson
Vice-President of Operations

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # VIII. - 3.
Operation Services - Debris Removal in Restricted Communities (Stephanie Lewis, Director of Operation Services; David Stanley, Exec. Director HHS)

From:
Stephanie Lewis, Operation Services Director

Issue/Action Requested:
Request that the Board of Commissioners receive information regarding the contractor and monitoring companies debris survey of restricted communities located within the unincorporated areas of Brunswick County.

Background/Purpose of Request:
Brunswick County has received numerous requests for debris removal in restricted (roads behind locks, gates or guards) communities. Debris removal from private roads within restricted communities is generally not eligible to be reimbursed by FEMA. In order to qualify for FEMA reimbursement in restricted communities FEMA recommends requests for preapproval. This written request must include a public interest determination. Debris contractors have gathered information and documentation of debris in the restricted communities in unincorporated areas. About one half of the communities have some level of debris while the other half of communities have performed clean ups themselves or had no significant debris. The debris estimate provided by the contractor was 25,000 cubic yards, which after collection and processing would cost approximately $360,000. This is a very rough estimate and can increase once collections in the communities start.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners receive information regarding the contractor and monitoring companies debris survey of restricted communities located within the unincorporated areas of Brunswick County.

ATTACHMENTS:

Description

- PPT - Debris Removal
- Letter from HHS - Debris

PRIVATE PROPERTY DEBRIS REMOVAL

FEMA GUIDELINES FOR RESTRICTED COMMUNITIES

PRIVATE PROPERTY DEBRIS REMOVAL (PPDR)

- FEMA released a disaster specific PPDR Fact Sheet for Hurricane Florence (HF)
- For major disasters declared as a result of HF, FEMA simplified the PPDR process
- Applicants must provide a written notice through the State identifying areas where PPDR activities will occur, including identification of:
  - Gated or ungated communities
  - Orphan roads
  - Commercial properties, pre-approval required
    - Removal of debris from commercial properties, such as industrial parks, golf courses, cemeteries, apartments, condominiums, agricultural property, and trailer parks, is generally not eligible because commercial enterprises are expected to retain insurance that covers debris removal. In very limited, extraordinary circumstances, FEMA may grant an exception. Debris removal from commercial property requires pre-approval from FEMA in order to be eligible for funding under the PA Program.

PRIVATE PROPERTY DEBRIS REMOVAL (PPDR)

- FEMA will only approve reimbursement based on the satisfactory demonstration of:
  - Legal authority to perform PPDR and agree to indemnify the Federal Government
  - PPDR was in the public interest
  - Permits and approvals for the locations of temporary debris staging and reduction sites and final disposal sites
  - Documentation of location, type, quantity of debris and scope of debris clearance work performed

ESTABLISHING LEGAL AUTHORITY AND INDEMNIFICATION

- FEMA will accept a written statement from an authorized Applicant official that:
  - Certifies that the Applicant has legal authority and responsibility to perform PPDR
  - Cites all applicable sources of authority (law, ordinance, code, contract, etc.)
  - Indemnifies the United States for any claim arising from the debris removal

PUBLIC INTEREST DETERMINATION

- FEMA has determined that debris clearance on private roads to provide emergency access and debris removal from private roads where **the public has unrestricted access and frequently uses the road** is in the public interest.
  - For all other PPDR an Applicant must provide the basis for its determination that removing the debris from the private property is in the public interest
  - The determination must be made by the state, county or municipal government's public health authority or other public entity that has legal authority to make a determination **that disaster-generated debris on private property in the designated area constitutes an immediate threat to life, public health or safety, or to the economic recovery of the community at large**
  - FEMA will evaluate the Applicant's submission to determine whether PPDR is in the public interest

PUBLIC INTEREST DETERMINATION

- Debris Removal from Private Roads
  - Debris clearance activities that provide emergency access (cut & push) may be sufficient to eliminate immediate threats to public health and safety, especially in lightly populated or undeveloped areas
  - Additional work to remove and dispose of debris on private right of ways may exceed what is in the public interest, however if **the public has unrestricted access (no locks, gates or guards) and frequently uses the private road**, then removal and disposal of the debris, including debris placed at the curbside by residents, is in the public interest and the Applicant is not required to submit documentation demonstrating public interest
  - This does not include removal and disposal activities from private roads in areas with restricted access, **if access to the road is restricted the Applicant will have to provide further documentation to establish public interest** and, "though not required, Applicants should consider obtaining approval from FEMA prior to starting removal and disposal"

STATE GUIDANCE

- NC Department of Public Safety, Division of Emergency Management also referenced the FEMA Fact Sheet specifically for Hurricane Florence, and stated "that FEMA does recommend requesting pre-approval for gated communities"
- **NC DPS staff, also stated that they were not aware of any gated communities ever being pre-approved or reimbursed by FEMA for PPDR**

Community	CY of Veg Debris	CY of C&D Debris
Ashton Place	50	
Bent Tree	0	
Brantley Point	0	
Bricklanding	0	
Brunswick Plantation	4,000	500
Compass Pointe	0	
Crow Creek	300	
Farmstead	0	
Ferry Landing	Closed Gate	
Lockwood Folly	4,000	
Meadowlands	300	
Ocean Ridge Plantation	50	
Oyster Harbor	150	
Palmetto Creek	0	
River Bluff @Healing Water	0	
River Run	4,000	
River Sea Plantation	12,000	
Rivergate Estates	0	
Rutledge	100	
Sea Watch at Sunset Harbor	500	
Seascape	0	
Seaside Bay	200	
Skylee Place	0	
The Bluffs on the Cape Fear	0	
The Farms at Snowfield	Closed Gate	
Whitebridge at Snowfield	Closed Gate	
Winding River Plantation	900	
Total in all Communities	**26,550**	**500**

UNINCORPORATED GATED COMMUNITIES

- 26 gated communities
- 11 communities with no debris, some performed own cleanup
- 3 communities could not be assessed due to no access
- Very few communities with significant amounts of debris
- Based on a total estimate of 27,000 cy of vegetative debris & 1,000 cy of C&D debris, **the cost estimate for removal and disposal is $400,000**, estimate does not include monitoring cost
- Debris amounts and cost could increase greatly once collections are approved and initiated

UNINCORPORATED GATED COMMUNITIES

RIVER RUN PLANTATION

SEASIDE BAY

UNINCORPORATED GATED COMMUNITIES

WINDING RIVER

SEA WATCH AT SUNSET HARBOR

UNINCORPORATED GATED COMMUNITIES

OYSTER HARBOUR

BENT TREE

UNINCORPORATED GATED COMMUNITIES

BRUNSWICK PLANTATION

CROW CREEK

UNINCORPORATED GATED COMMUNITIES

OCEAN RIDGE

MEADOWLANDS

UNINCORPORATED GATED COMMUNITIES

LOCKWOOD FOLLY

OYSTER HARBOR

UNINCORPORATED GATED COMMUNITIES

THE BLUFFS ON THE CAPE FEAR

ASTON PLACE

LOCAL PUBLIC INTEREST DETERMINATION

David M. Stanley III, Executive Director
PO Box 9
Bolivia, NC 28422
David.Stanley@brunswickcountync.gov
910-253-2250

October 12, 2018

Brunswick County Operations Department
Attn: Stephanie Lewis, Director
PO Box 249
Bolivia, NC 28422

Dear Ms. Lewis:

As you are aware, Brunswick County has suffered the impacts of a major hurricane and subsequent flooding. Hurricane Florence's winds and heavy rains left us in a crisis, due to a variety of conditions. As a result, various and potentially hazardous materials and substances have been spread throughout the County. In addition, much vegetative debris is also prevalent.

Many dangers can lurk in the piles of storm debris rotting on sidewalks and road shoulders. To protect the public's health and minimize contact with this debris, it should be removed as quickly as possible to mitigate public health and safety hazards. Debris piled near roads, streets, and sidewalks creates safety hazards for pedestrians and the motoring public, as well as potentially hindering the aid of first responders to emergencies. The presence of hazardous debris can hamper storm recovery efforts by possibly causing injuries to the public; it would be far safer for qualified professionals to remove this debris rather than ill-equipped citizens trying to remove it themselves. Additionally, just this past week we were painfully reminded we are still in hurricane season, as Tropical Storm Michael tossed some of the debris materials piled along road shoulders into some roadways.

Finally, per standard public health recommendations, all potential vermin and vector harborages should be removed as quickly as possible to prevent nuisances and the potential for the transmission of disease to humans. Unfortunately, as a direct result of the storm, Brunswick County has documented an increased presence of mosquitoes, other insects, and snakes.

Based upon our current situation, I believe the presence of standing debris creates a threat to the health and safety of our public. Should you need any additional information or have further questions, please feel free to contact me at 910.253.2274.

Sincerely,

David M. Stanley, III, RS, MPH Executive Director
Brunswick County Health and Human Services

PROCESS FOR FEMA APPROVAL

- Submit a request to FEMA through the state
- Request should include documentation of Legal Authority and Responsibility
- Public Interest Determination – should be applicable to each community
- Debris and cost estimates per community with documenting photos
- Right of Entry and Hold Harmless agreements from each community
  - Andy Innis, NCDPS, indicated that these agreements don't necessarily have to be included with the request, but can obtained prior to starting work in the communities

Brunswick County Health and Human Services

David M. Stanley III, Executive Director
PO Box 9
Bolivia, NC 28422
David.Stanley@brunswickcountync.gov
910-253-2250

October 12, 2018

Brunswick County Operations Department
Attn: Stephanie Lewis, Director
PO Box 249
Bolivia, NC 28422

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Sincerely,

David M. Stanley, III, RS, MPH Executive Director
Brunswick County Health and Human Services

North Carolina Public Health
Working for a healthier and safer North Carolina
Everywhere. Everyday. Everybody.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # VIII. - 4.
Tax Administration - Hurricane Florence Damage Estimates and January 2019 Revaluation (Jeff Niebauer, Tax Administrator)

From:
Jeff Niebauer

Issue/Action Requested:
Request that the Board of Commissioners receive information on damage estimates related to Hurricane Florence and the 2019 Countywide Revaluation.

Background/Purpose of Request:
The tax administration office is currently working to assess property damages within the unincorporated areas and many municipalities. The preliminary information is below for each area. At this time, countywide damage estimates are almost $45 million. Below is a chart depicting the % of the area surveyed with the estimated damage for that portion.

	damage assessment complete	est. storm damage
Unincorporated	100%	$ 17,600,000
Sunset Beach	0%	$ 700,000
Ocean Isle	0%	1,000,000
Holden Beach	0%	$ 350,000
Oak island	40%	$ 2,000,000
Bolivia	70%	$ 250,000
Navassa	65%	$ 350,000
Belville	70%	$ 3,400,000
Sandy Creek	75%	$ 40,000
Varnamtown	70%	$ 150,000
Northwest	70%	$ 250,000
St. James	0%	$ 1,600,000
Leland	65%	$ 7,500,000
BHI	0%	$ 2,000,000
Caswell beach	0%	$ 350,000
Carolina Shores	75%	$ 350,000
BSL	70%	$ 3,200,000
Southport	70%	$ 3,180,000
Shallotte	80%	$ 275,000
Calabash	75%	$ 200,000
	2076	
Total		$ 44,745,000

homes

Prior to Florence, the county was making progress to issue value assessments in January. Due to the need to review results from the hurricane and restorations to property as of January 2019, a delay in notices and the appeals process is anticipated. However staff is confident that the revaluation process will be completed accurately and timely with the projected issuance of values in March 2019.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners receive information on damage estimates related to Hurricane Florence and the scheduled 2019 Countywide Revaluation.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 15, 2018

Action Item # IX. - 1.
Governing Body - Annual Board Appointments

From:
Andrea White

Issue/Action Requested:
Request that the Board of Commissioners approve the annual board appointments as presented.

Background/Purpose of Request:
Several boards/committees/authorities had seats expiring June 30, 2018. The following appointees are being presented for your consideration. Any remaining vacant seats will be filled at a later meeting.

BC Substance Use & Addiction Commission (One vacant seat - District 3)
Mr. William Eberle

BC Substance Use & Addiction Commission (One vacant seat - District 5)
Mr. William Hickman

BC Substance Use & Addiction Commission (One vacant seat - At-Large)
Ms. Heather Strickland
Ms. Melody Bass

BC Substance Use & Addiction Commission (One vacant seat - Chief Sup. Court Judge)
Mr. Eric Gushue

BC Substance Use & Addiction Commission (One vacant seat - Board of Education)
Mrs. Catherine Cooke

Home & Community Care Block Grant Committee
Ms. Sharon Woodard

Nursing Home & Adult Care Home Community Advisory Committee (One vacant seat - At-Large)
No applications received

The Town of Sunset Beach has also requested that the Board of Commissioners assist with filling two positions on their ETJ Sunset Beach Board of Adjustments.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the annual board appointments as presented.

ATTACHMENTS:

Description

- Application - William Eberle
- Application - William Hickman
- Application - Heather Strickland
- Application - Melody Bass
- Application - Eric Gushue
- Application - Catherine Cooke
- Application - Sharon Woodard
- Roster - BC Substance Use & Addiction Commission
- Roster - Home & Community Care Block Grant Committee
- Roster - Nursing Home & Adult Care Home Community Advisory Committee
- Vacancy List

Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

* Are you a permanent resident of Brunswick County?

(•) Yes ( ) No

How many years?

3

* Are you registered to vote in Brunswick County?

(•) Yes

( ) No

* Board or Committee of Interest

Brunswick County Substance Use and Addiction Commission

Board or Committee of Interest (Second Choice)

Do you anticipate any conflicts of interest if appointed?

( ) Yes (•) No

Are you currently serving on any other Boards?

( ) Yes (•) No

Applicant Information

First Name *	William
Middle Initial	E
Last Name *	Eberle
Street Address	4156 Sheffield Place
City	Southport
State	USA_NC
Zip	28461
Home Phone	910-553-4135
Cell Phone	5402123094
Email	frbilleberle@gmail.com

Present Job/Employer Address	retired
Past Employment	Episcopal Priest 40 years
Current Civic/Community Participation	Brunswick County Opioid Task Force

Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

* Are you a permanent resident of Brunswick County?

(•) Yes ( ) No

How many years?

37

* Are you registered to vote in Brunswick County?

(•) Yes

( ) No

* Board or Committee of Interest

Brunswick County Substance Abuse and Addiction Commission

Board or Committee of Interest (Second Choice)

Do you anticipate any conflicts of interest if appointed?

( ) Yes (•) No

Are you currently serving on any other Boards?

( ) Yes (•) No

Applicant Information

First Name *	William
Middle Initial	
Last Name *	Hickman
Street Address	1121 Foxbow Cove
City	Leland
State	NC
Zip	28451
Home Phone	
Cell Phone	9102743847
Email	weshickman@gmail.com

Present Job/Employer Address	CVS/Pharmacy
Past Employment	
Current Civic/Community Participation	Brunswick County Drug Treatment Court Advisor

Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

* Are you a permanent resident of Brunswick County?

(•) Yes ( ) No

How many years?

39

* Are you registered to vote in Brunswick County?

(•) Yes

( ) No

* Board or Committee of Interest

Brunswick County Substance Use and Addiction Commission

Board or Committee of Interest (Second Choice)

Do you anticipate any conflicts of interest if appointed?

( ) Yes (•) No

Are you currently serving on any other Boards?

( ) Yes (•) No

Applicant Information

First Name *	Heather
Middle Initial	L
Last Name *	Strickland
Street Address	125 N Shore Drive
City	Boiling Spring Lakes
State	NC
Zip	28461
Home Phone	9104707324
Cell Phone	9104707324
Email	mhheather@outlook.com

Present Job/Employer Address	Correct Care Solutions - Brunswick county Detention Center Medical Clinic Coastal horizons Center 120 Coastal Horizons drive Shallotte
Past Employment	Coastal Southeastern United Care RHA Health Services
Current Civic/Community Participation	Girl Scout Leader Brunswick Opioid Task Force CIT training presenter

Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

* Are you a permanent resident of Brunswick County?

(•) Yes ( ) No

How many years?

20

* Are you registered to vote in Brunswick County?

(•) Yes

( ) No

* Board or Committee of Interest

Brunswick County Substance Use and Addiction Commission

Board or Committee of Interest (Second Choice)

Do you anticipate any conflicts of interest if appointed?

( ) Yes (•) No

Are you currently serving on any other Boards?

( ) Yes (•) No

Applicant Information

First Name *	melody
Middle Initial	w
Last Name *	bass
Street Address	2042 river st
City	supply
State	n.c
Zip	28462
Home Phone	910-842-4500
Cell Phone	910-269-9293
Email	mbassbrunsco@yahoo.com

Present Job/Employer Address	Brunswick County Public Utilities billing
Past Employment	
Current Civic/Community Participation	founder of B.A.C.K O.F.F of Brunswick county-

Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

* Are you a permanent resident of Brunswick County?

(•) Yes ( ) No

How many years?

11

* Are you registered to vote in Brunswick County?

(•) Yes

( ) No

* Board or Committee of Interest

Brunswick County Substance Use and Addiction Commission

Board or Committee of Interest (Second Choice)

Juvenile Crime Prevention Council

Do you anticipate any conflicts of interest if appointed?

( ) Yes (•) No

Are you currently serving on any other Boards?

( ) Yes (•) No

Applicant Information

First Name *	Eric
Middle Initial	R
Last Name *	Gushue
Street Address	545 Roxboro St
City	Bolivia
State	NC
Zip	28422
Home Phone	
Cell Phone	9102695752
Email	egushue0526@gmail.com

Present Job/Employer Address	101 W Bay St, Southport, NC 28461
Past Employment	Premium Moving
Current Civic/Community Participation	

Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

* Are you a permanent resident of Brunswick County?

(•) Yes ( ) No

How many years?

32

* Are you registered to vote in Brunswick County?

(•) Yes

( ) No

* Board or Committee of Interest

Brunswick County Substance Abuse and Addiction Commission

Board or Committee of Interest (Second Choice)

Do you anticipate any conflicts of interest if appointed?

( ) Yes (•) No

Are you currently serving on any other Boards?

( ) Yes (•) No

Applicant Information

First Name *	Catherine
Middle Initial	
Last Name *	Cooke
Street Address	80 Fairway Drive
City	Shallotte
State	NC
Zip	28470
Home Phone	
Cell Phone	9104432437
Email	catherinedcooke@gmail.com

Present Job/Employer Address	Self Employed Vice Chair of Brunswick County School Board
Past Employment	Cooke Realty, Ocean Isle Beach
Current Civic/Community Participation	Member Beach Assembly of God Board Member Brunswick Christian Recovery Center Member Brunswick County Republican Party Leader at Celebrate Recovery at Beach Assembly of God

Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

* Are you a permanent resident of Brunswick County?

(•) Yes ( ) No

How many years?

25

* Are you registered to vote in Brunswick County?

(•) Yes

( ) No

* Board or Committee of Interest

Home & Community Care Block Grant Committee

Board or Committee of Interest (Second Choice)

Health & Human Services Advisory Board

Do you anticipate any conflicts of interest if appointed?

( ) Yes (•) No

Are you currently serving on any other Boards?

( ) Yes (•) No

Applicant Information

First Name *	Sharon
Middle Initial	W
Last Name *	Woodard
Street Address	1747 Grissett Road SW
City	Supply
State	NC
Zip	28462
Home Phone	910-842-9964
Cell Phone	910-393-9409
Email	its9409@gmail.com

Present Job/Employer Address	Woodard's Adult Day Health Center, LLC
Past Employment	Brunswick County School
Current Civic/Community Participation	Cedar Grove Improve Board

Substance Use & Addiction Commission

Name	District	Appointment Date	Term	Expiration Date	Serving Since
Kathleen Gomes (unexp)	1	10/1/2018	2	6/30/2020	2018
Joshua Torbich (unexp)	2	10/1/2018	2	6/30/2020	2018
VACANT (unexp)	3		3	6/30/2021	
Resea Willis (unexp)	4	10/1/2018	3	6/30/2021	2018
VACANT (unexp)	5		4	6/30/2022	
VACANT (unexp)	At-Large		1	6/30/2019	
Stephen Lanier (unexp)	Sheriff	10/1/2018	4	6/30/2022	2018
VACANT (unexp)	Chief Judge		3	6/30/2021	
VACANT (unexp)	Board of Ed.		1	6/30/2019	

Mission

Serves in an advisory capacity to make recommendations regarding the substance use and addiction program needs of Brunswick County.

Membership

Initial terms are described in By-Laws, all subsequent are 4-year terms
~ 6 members, appointed by the Board of Commissioners
~ 1 member, designated by the Sheriff and appointed by Commissioners
~ 1 member, designated by the Chief Superior Court Judge and appointed by Commissioners
~ 1 member, designated by the Board of Education and appointed by Commissioners

Home & Community Care Block Grant Committee

Name	District	Appointment Date	Term	Expiration Date	Serving Since
Joan Graham (unexp)	N/A	10/1/2018	1	6/30/2019	2018
Nicholas Zaccaro	N/A	6/18/2018	1	6/30/2019	2015
Carol Santavicca (unexp)	N/A	7/16/2018	1	6/30/2019	2015
Myong Jensen (unexp)	N/A	10/1/2018	1	6/30/2019	2018
Beverly Nowak-Heine (unexp)	N/A	10/1/2018	1	6/30/2019	2018
Pat Olsen (unexp)	N/A	10/1/2018	1	6/30/2019	2018
Mary Poole (unexp)	N/A	10/1/2018	1	6/30/2019	2018
William Waples (unexp)	N/A	10/1/2018	1	6/30/2019	2018
VACANT (unexp)	N/A		1	6/30/2019	2015
Austin Lowrimore	N/A	6/18/2018	1	6/30/2019	2015
Brian Flanagan	N/A	6/1802018	1	6/30/2019	2015

Nursing Home & Adult Care Home Community

Name	District	Appointment Date	Term	Expiration Date	Serving Since
Holly Brenneman	1	3/19/2018	3	3/19/2021	2017
Carol Sutter	2	8/15/2016	3	9/1/2019	2012
Arlene Rushin	3	2/6/2017	3	1/1/2020	2003
John Walz	4	2/20/2017	3	2/1/2020	2013
Eileen Clyne (unexp.)	5	4/16/2018	3	4/16/2019	2018
Barabara Voorhees	at-large	1/19/2016	3	2/1/2019	2014
Sheila Umbricht (unexp.)	at-large	7/17/2017	3	7/1/2020	2013
Laura Miller	at-large	8/21/2017	3	9/1/2020	2016
Colleen Combs	at-large	2/20/2017	3	2/1/2020	2015
VACANT (unexp)	at-large	6/20/2016	3	7/1/2019	2007

Mission

To monitor the Patient's Bill of Rights for residents in nursing homes in Brunswick County; to provide increased social interaction and opportunities for enrichment for these adults; to assist in preventing physical and psychological deterioration of these older adults by promoting independence; to evaluate the activities of the nursing homes so that they meet the needs of the older adults in Brunswick County; to promote community understanding of the aging process and of the needs, problems, strengths and resources of older persons; to report to the Brunswick Commissioners the status of the Committee.

Membership

All members serve 3-year terms after the initial 1-year term.

~ At least 7 members, appointed by the Board of Commissioners (1 from each district; all additional are at-large members)

~ Each member must be a resident of the county which the committee serves.

VACANCIES

Board	Title	First Name	Last Name	District	Term	Term Exp Date
BC Substance Use & Addiction Commission	Mr.	William	Eberle	3	4	6/30/2021
BC Substance Use & Addiction Commission	Mr.	William	Hickman	5	4	6/30/2022
BC Substance Use & Addiction Commission	*Two applications for consideration*			At-Large	4	6/30/2019
BC Substance Use & Addiction Commission	Mr.	Eric	Gushue	Chief Sup. Ct. Judge	4	6/30/2021
BC Substance Use & Addiction Commission	Ms.	Catherine	Cooke	Board of Education	4	6/30/2019
Home & Community Care Block Grant Committee	Ms.	Sharon	Woodard	At-Large	1 Unexp.	6/30/2019
Nursing Home & Adult Care Home Community Advisory Committee	*No applications received*			At-Large		
ETJ Sunset Beach Board of Adjustments						
ETJ Sunset Beach Board of Adjustments						