

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

January 22, 2019

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 - Surplus Property Offers for Upset Bid Process
Request that the Board of Commissioners accept, subject to the upset bid process, an offer that has been submitted for a surplus parcel that meets the value parameters previously established by the Board.
2. Administration - Resolution for Designation of Applicant's Agent to NC Division of Emergency Management and Applicant Disaster Agreement for Hurricane Florence
Request that the Board of Commissioners designate Ann Hardy as the Primary Agent and Julie Miller as the Secondary Agent for Brunswick County to the NC Division of Emergency Management for the purpose of executing and filing applications for federal and/or state assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act and representing the county in all dealings with the State of NC and the FEMA for all matters pertaining to disaster assistance required by grant agreements and approve the Applicant Disaster Agreement for Hurricane Florence.
3. Clerk to the Board - Meeting Minutes
Request that the Board of Commissioner approve the draft minutes from the January 7, 2019 Regular Meeting.
4. Code Administration - Extension of Hurricane Florence Recovery Permit and Fee Waivers
Request that the Board of Commissioners approve the extension of a waiver of Fees for Building and Trade Permits, Flood Development Permits, Environmental Health Permits and Fees Related to Hurricane Florence recovery efforts for September 19, 2018 through June 30, 2019.
5. Code Administration - Amendment to Town of Leland Interlocal Agreement for Building Inspections and Plan Review
Request that the Board of Commissioners approve an amended Interlocal Agreement with the Town of Leland concerning inspection services for the purpose of adding limited commercial plan review.
6. County Attorney - Cameron Wood Phase 3B, Lots 1-9 Deed Of Dedication
Request that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure in Cameron Woods Phase 3B, Lots 1-9.
7. County Attorney - Chatham Glenn Phase 2 Deed Of Dedication
Request that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure in Chatham Glenn Phase 2.
8. County Attorney - Knollwood at St. James Deed Of Dedication
Request that the Board of Commissioners accept the Deed of Dedication for water

and sewer infrastructure in Knollwood at St. James Lots 1-12.

9. County Attorney - Refund Request for Excise Tax
Request that the Board of Commissioners direct a refund requested for excise taxes paid in error in the amount of \$355.00.
10. County Attorney - Foreclosure Properties to Surplus list
Request that the Board of Commissioners declare property obtained by the County through tax foreclosure as surplus property to be placed on the County's website for possible future purchase.
11. Economic Development - Resolution in Support of Application to NC Commerce for a Rural Development Reuse Grant
Request that the Board of Commissioners adopt a Resolution in Support of submitting an application to the NC Department of Commerce for a Rural Development Building Reuse Grant to aid in renovations of an existing building in the Navassa area with a \$35,000 county match requirement and cancel the scheduled public hearing.
12. Finance - Contract to Audit Accounts - Martin Starnes & Associates, CPSS, P.A
Request that the Board of Commissioners approve a one year contract for audit services with Martin Starnes & Associates, CPAs, P.A.
13. Finance - Fiscal Items
Request that the Board of Commissioners review and approve Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature presented on the consent agenda.

-Solid Waste Fees Budget Amendment

Appropriate \$660,000 in Solid Waste Fees for C&D transfer. Over the same time last year the C&D tons increased from 8,537 in 2017 to 20,426 in 2018. The increase is 5,684 tons of storm debris pickups and the rest is from normal contractors doing home repairs.

-Financial Reports for December 2018 (unaudited)

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

14. Governing Body - Regular Meeting Schedule FY 2019-2020 and Cancel March 4, 2019 Meeting
Request that the Board of Commissioners cancel the March 4, 2019 due to Commissioners' attendance at the National Association of County Commissioners Legislative Conference, and adopt the Regular Meeting schedule for FY 2019-2020.
15. Governing Body - Resolution Supporting FY 2019-2020 Federal Legislative Goals
Request that the Board of Commissioners approve a resolution submitting Federal Legislative Goals for 2019-2020 to NACo.
16. Governing Body - Board Appointment to Lower Cape Fear Water & Sewer Authority
Request that the Board of Commissioners extend the appointment of Chairman Frank Williams on the Lower Cape Fear Water & Sewer Authority to December 31, 2019 to fully comply with GS 162A-5 stating that terms are 3 years.
17. Health and Human Services - Public Housing: Request to Schedule Public Hearing
Request that the Board of Commissioners schedule a public hearing on April 15, 2019 to hear any comments or suggestions on the Public Housing Agency goals,

- objectives and policies.
18. Health and Human Services - Social Services - Southeastern Community and Family Services, Inc. Community Service Block Grant Application FY 2019-2020
Request that the Board of Commissioners review the provided information on Southeastern's CSBG refunding application for FY 2019-2020, and authorize the clerk to sign the provided documentation form.
 19. Tax Administration - January 2019 Releases
Request that the Board of Commissioners approve the January 2019 releases.
 20. Utilities - Utility Preliminary Engineering Agreement with NCDOT, Inspector Position and Vehicle
Request that the Board of Commissioners approve the Utility Preliminary Engineering Agreement with the North Carolina Department of Transportation (NCDOT) for the reimbursement of Inspections Service in the amount up to \$263,080.37, authorize an additional Inspector position and vehicle.

VI. Presentation

1. Legislative Session Update (Representative Frank Iler)
Request that the Board of Commissioners receive information on the upcoming legislative session from Representative Frank Iler.

VII. Public Hearing

1. GIS - Street Adoptions Public Hearing (Jan Clemmons, GIS)
Request that the Board of Commissioners approve the second reading and adoption of the proposed street names.
2. Planning - Z-766 (Kirstie Dixon, Planning Director)
Request that the Board of Commissioners hold Second Reading and consider amending the Official Unified Development Ordinance Zoning Map from RR (Rural Low Density Residential) to C-LD (Commercial Low Density) (Z-18-766) with an associated CAMA Land Use Plan Map from Conservation to Commercial.
3. Planning - Z-773 (Kirstie Dixon, Planning Director)
Request that, after the Public Hearing, the Board of Commissioners hold First and Second Readings and consider amending the Official Unified Development Ordinance Zoning Map from RR (Rural Low Density Residential) to IG (Industrial General) with an associated CAMA Land Use Plan Map from Conservation to Industrial.
4. Planning - Z-774 (Kirstie Dixon, Planning Director)
Request that, after the Public Hearing, the Board of Commissioners hold First and Second Readings and consider amending the Official Unified Development Ordinance Zoning Map from NC (Neighborhood Commercial) to C-LD (Commercial Low Density) (Z-18-774).

VIII. Administrative Report

1. Administration - Non-profit Volunteer Fire Department Agreement (Ann Hardy, County Manager)
Request that the Board approve an agreement for services with non-profit volunteer fire departments, as directed at its January 7th meeting, with non-substantive corrections, and request that departments respond to the county no later than February 15, 2019.
2. County Attorney - Amendment to Rules of Procedure (Bob Shaver, County

Attorney)

Request that the Board of Commissioners consider adoption of an amendment to the Rules of Procedure for the Brunswick County Commissioners to require a second to motions in order for them to be debated and voted on by the Board.

3. Health and Human Services - Update on Potential Impacts of Partial Federal Government Shutdown (David Stanley, Executive Director Health & Human Services)

Request that the Board of Commissioners receive information on the current status of impacts to local health and human service programs as a result of the partial federal government shutdown.

4. Utilities - US 74-76 Industrial Park Water Transmission Main Project Contract with Municipal Engineering Company, P.A. (John Nichols, Director of Public Utilities)

Request that the Board of Commissioners approve the contract with Municipal Engineering Services Company, P.A., in the amount of \$122,400 for engineering services associated with the design of the US 74-76 Industrial Park Water Transmission Main Project.

5. Utilities - Utility Construction Agreement with NCDOT Highway 211 Road Widening Project (John Nichols, Director of Public Utilities)

Request that the Board of Commissioners approve the Utility Construction Agreement with the North Carolina Department of Transportation (NCDOT) for utility relocations associated with the Highway 211 Road Widening Project (R-5021).

IX. Other Business/Informal Discussion

X. Adjournment



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # V. - 1.

Administration - Surplus Property Offers for Upset Bid Process

From:

Steve Stone, Deputy County Manager

Issue/Action Requested:

Request that the Board of Commissioners accept, subject to the upset bid process, an offer that has been submitted for a surplus parcel that meets the value parameters previously established by the Board.

Background/Purpose of Request:

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
241NA026	Nell Ln, SW	.37 acre	\$32,000.00	4-27-1987	\$0.00	\$15,000.00

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners accept, subject to the upset bid process, an offer that has been submitted for a surplus parcel that meets the value parameters previously established by the Board.

ATTACHMENTS:

Description

▣ Bid 241NA026

From: [Surplus Land Bid](#)
To: [Steve Stone](#)
Subject: Surplus Land Bid: Parcel # 241NA026
Date: Saturday, January 12, 2019 5:13:10 PM

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.

Sharon Borst
(704) 622-3391
firstcarolinafc@msn.com
8917 Oakwood Circle, Sherrills Ford, NC, 28673, United States
Parcel # 241NA026
Bid Amount: \$15000.00
Optional Additional Comments:



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

From:

Ann Hardy

Action Item # V. - 2.

Administration - Resolution for Designation of Applicant's Agent to NC Division of Emergency Management and Applicant Disaster Agreement for Hurricane Florence

Issue/Action Requested:

Request that the Board of Commissioners designate Ann Hardy as the Primary Agent and Julie Miller as the Secondary Agent for Brunswick County to the NC Division of Emergency Management for the purpose of executing and filing applications for federal and/or state assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act and representing the county in all dealings with the State of NC and the FEMA for all matters pertaining to disaster assistance required by grant agreements and approve the Applicant Disaster Agreement for Hurricane Florence.

Background/Purpose of Request:

The county is in the process of requesting reimbursement for expenditures related to Hurricane Florence and future hazard mitigation project grants.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners designate Ann Hardy as the Primary Agent and Julie Miller as the Secondary Agent for Brunswick County to the NC Division of Emergency Management for the purpose of executing and filing applications for federal and/or state assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act and representing the county in all dealings with the State of NC and the FEMA for all matters pertaining to disaster assistance required by grant agreements and approve the Applicant Disaster Agreement for Hurricane Florence.

ATTACHMENTS:

Description

- ☐ Hurricane Florence SAA
- ☐ Designation of Applicant Agent (DAA)



North Carolina Department of Public Safety Division of Emergency Management

APPLICANT: County of Brunswick

DISASTER: Hurricane Florence

FEMA- 4393-DR-NC

PUBLIC ASSISTANCE CFDA# 97.036

STATE – APPLICANT DISASTER ASSISTANCE AGREEMENT

This Agreement made by and between the State of North Carolina, Dept. of Public Safety, Division of Emergency Management (“the State”) and **County of Brunswick** (“the Applicant”) shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by or through the State to the Applicant as a result of the disaster called **Hurricane Florence**, and pursuant to the Disaster Declaration made by the President of the United States numbered FEMA - 4393 - DR-NC.

The designated representative of the Applicant (Applicant’s Agent) certifies that:

1. He/She has legal authority to apply for assistance on behalf of the Applicant pursuant to a resolution duly adopted or passed by the Applicant’s governing body.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster grant assistance.
3. The applicant shall use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor’s Authorized Representative (GAR).
4. The Applicant is aware of and shall comply with cost-sharing requirements of Federal and State disaster assistance: specifically that Federal assistance is limited to 75% of eligible expenditures, and that State assistance is limited to 25% of the eligible costs. Alternate projects selected by the Applicant may be eligible for only 75% of the approved Federal share of estimated eligible costs.
5. The Applicant shall provide the following completed documentation to the State:
 - Designation of Applicant’s Agent;
 - State-Applicant Disaster Assistance Agreement
 - Private Non-Profit Organization Certification (if required);
 - Summary of Documentation Form itemizing actual costs expended for large project payment requests;
 - Monthly Progress Reports;
 - Copies of Single Audit Reports as applicable.

If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principals or as directed by the Governor's Authorized Representative. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," and applicable North Carolina laws, rules and regulations.
7. The Applicant shall provide to the State monthly Progress Reports for all open large projects funded by State and Federal disaster assistance grants. The first Progress Report will be due on the 10th day of the first month following initiation of the project and subsequent Progress Reports will be due on the 10th day of each and every month thereafter until project completion. Forms and reporting requirements will be provided by the Governor's Authorized Representative.
8. The Applicant, its employees and agents, including consultants, contractors and subcontractors to be paid with funds provided under this Agreement, shall give State and Federal agencies designated by the Governor's Authorized Representative, full access to and the right to examine all records and documents related to the use of disaster assistance funds.
9. The Applicant shall return to the State, within thirty (30) days of a request by the Governor's Authorized Representative, any funds advanced to the Applicant that are not supported by audit or other Federal or State review of documentation maintained by the Applicant.
10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities.
11. The Applicant shall comply with all applicable provisions of Federal and State statutes, rules and regulations regarding the procurement of goods and services and regarding contracts for the repair and restoration of public facilities.
12. The Applicant shall begin and complete all items of work within the time limits established by the Governor's Authorized Representative and in accordance with applicable Federal and State statutes, rules and regulations.
13. The Applicant shall request a final inspection within ninety (90) days after completion of each and every large project funded under this Agreement, or within ninety (90) days after the expiration of the time limit established for each project under Paragraph 12 above, whichever occurs first. Applicant shall present all supporting documentation to State and/or Federal inspectors at the time of final inspection. **The State, as Grantee, reserves the right to conduct a final inspection of any large project after expiration of the ninety- (90) day period and to reimburse Applicant only for costs documented at the time of final inspection.**

14. The Applicant shall comply with all applicable Federal and State statutes, rules and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standard, and access by the physically handicapped.
15. The Applicant's Designated Agent shall execute and comply with the Lobbying Prohibition document incorporated herein as Attachment A.
16. The Applicant's Designated Agent shall execute and comply with the Statement of Assurances (SF 424D) document incorporated herein as Attachment B.
17. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for debris removal, emergency protective measures, or completion of disaster restoration or repair work.
18. The Applicant shall not enter into contracts for which payment is contingent upon receipt of State or Federal funds.
19. The Applicant shall not enter into any contract with any entity that is debarred or suspended from participation in Federal Assistance. The State and/or FEMA will not be under any obligation to reimburse Applicant for payments made to a debarred or suspended contractor. Applicant may search for debarred or suspended contractors on the "Excluded Parties List System" (EPLS) at the following website: www.sam.gov.
20. The Applicant shall comply with the provisions of 42 U.S.C. §5155 (Section 312 of the Stafford Act) which prohibits duplication of benefits. Applicant shall notify State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.
21. The Applicant shall comply with all uniform grant administration requirements required by State and Federal statutes, rules and regulations, including but not limited to, the Robert T. Stafford Disaster Relief and Emergency assistance Act, Public Law 93-288, as amended, Title 44 of the Code of Federal Regulations, applicable OMB Circulars, and policy guidance issued by the Federal Emergency Management Agency (FEMA).
22. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement then the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State. Contractual arrangements with contractors, subcontractors or consultants shall in no way relieve the Applicant of its responsibilities to ensure that all funds provided through this Agreement are administered in accordance with all State and Federal requirements.

FOR THE APPLICANT:

January 22, 2019
Date

56-6000278
Applicant's Federal Tax I.D.
Number (required)

BY: _____
Signature

Frank Williams
Typed Name

Chair, Board of Commissioners
Title

FOR THE STATE:

Date

BY: _____
Signature

Typed Name

Title

ATTACHMENT A

LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any State or Federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-L, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all recipients of funds under this Agreement shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

County of Brunswick
Name of Applicant

BY: _____
Signature of Applicant's Designated Agent

ATTACHMENT B-1

OMB Approval No. 0348-0042

ASSURANCES-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project costs) to ensure proper planning, management and completion of the project described in this application
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply by the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-2763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended relating to nondiscrimination in the sale, rental, or financing of housing ; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

ATTACHMENT B-2

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L.93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of under ground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE County Manager
APPLICANT ORGANIZATION County of Brunswick	DATE SUBMITTED January 22, 2019

North Carolina Division of Emergency Management

Brunswick County

DR-4393

2018

Month: July Day: 1

56 - 6000278

019 - 99019 - 00

SECONDARY AGENT

Pager or Cellular Number (910) 279-3456

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and **the assurances printed on the reverse side hereof**. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this day of , 20 .

CERTIFYING OFFICIAL

Daytime Telephone (910) 253-2016

I, Andrea White, (Name) duly appointed and Clerk (Title)
of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and
approved by the Governing Body of Brunswick County, NC (Organization) on the 22nd day of
January, 2019.

Signature:_____

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # V. - 3.

Clerk to the Board - Meeting Minutes

From:

Andrea White

Issue/Action Requested:

Request that the Board of Commissioner approve the draft minutes from the January 7, 2019 Regular Meeting.

Background/Purpose of Request:

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioner approve the draft minutes from the January 7, 2019 Regular Meeting.

ATTACHMENTS:

Description

- Draft Minutes - 2019-01-07 Regular Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
JANUARY 7, 2019
3:00 P.M.**

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

PRESENT: Commissioner 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
Chief Deputy Charlie Miller, 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. Hearing none, he asked for a motion.

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

IV. PUBLIC COMMENTS

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

1. Mr. Rick Banchamsky, resident of Bolivia and current President of the Board of Directors for Winding River, thanked the Commissioners and staff for assistance with debris removal following Hurricane Florence, as well as Stephanie Lewis and staff for the compiled report. Mr. Bachamsky also encouraged the Commissioners to consider an educational process for the gated communities each year prior to an incoming storm so that they will be prepared to properly compile the necessary reports.
2. Mr. Marvin Grissett, resident of Shallotte, spoke concerning fire fees. Mr. Grissett read a prepared statement and requested that the Commissioners revisit the fire fee calculations or raise County taxes so that everyone would pay a fair sum of money according to property value. He also suggested taxing vehicles to assist fire departments.

Chairman Williams explained the fire fee system and noted that a legislative act would be required for any changes.

V. APPROVAL OF CONSENT AGENDA

Chairman Williams asked for a motion on the Consent Agenda.

Commissioner Sykes moved to approve the Consent Agenda as presented. 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 were submitted for surplus parcels that met the value parameters previously established by the Board.

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
141HA01701	N. Falcon Ln, SE	.17 acre	\$1,000.00	2-27-1987	\$496.06	\$1,000.00
214MA122	Mallard St, SW	.20 acre	\$2,000.00	1-6-2017	\$967.44	\$1,000.00
214MA128	Hyde St., SW	.19 acre	\$2,000.00	4-24-2017	\$916.95	\$2,000.00
214MA133	Havelock Pl, SW	.20 acre	\$2,000.00	2-14-2017	\$913.20	\$1,000.00
214MA149	Hyde St., SW	.29 acre	\$2,000.00	2-14-2017	\$913.20	\$1,000.00
241NA024	Nell Ln, SW	.66 acre	\$16,000.00	8-18-1987	\$0.00	\$4,000.00
215AA025	2772 Kelsey Ln, SW	.78 acre	\$17,250.00	11-2-2018	\$2,255.10	\$2,500.00
215AA012	2757 Kelsey Ln, SW	.47 acre	\$15,000.00	11-2-2018	\$2,821.54	\$2,900.00
215AA013	2763 Kelsey Ln, SW	.43 acre	\$15,000.00			
215AA034	2763 Emily Ln, SW	.66 acre	\$17,250.00	11-2-2018	\$1,554.59	\$1,600.00

2. **Administration - Award Contract for 2018 School Bond Project - South Brunswick High School Tennis Courts**
Approved the contract with Carolina Courtworks, Inc. in the amount of \$328,288 for 2018 School Bond Project - tennis courts at South Brunswick High School.

3. **Board Appointment - Child Fatality Prevention Team**
Appointed Tracy Carnes to replace Kat Corrigan (EMS) on the Brunswick County Child Fatality Prevention Team.

4. **Clerk to the Board - Meeting Minutes**
Approved the draft minutes from the December 17, 2018 Regular Meeting.

5. **County Attorney - Special Sewer Assessment Release**
Approved the agreement for the release and refund of special sewer assessment #12 (Boiling Spring Lakes) for Parcel #1410000220.

6. **Emergency Services - Renewal of Contract with EMSMC for EMS Billing Service**
Approved the renewal contract for EMS billing services at a fee of 6.4% of Net Collections.

7. **Engineering - Hwy 74/76 Warehouse and Bailey Street Water Main Final Adjusting Deductive Change Order**
Reviewed and approved the final adjusting change orders with Carolina Civil Works, Inc., in the deductive amount of (\$84,804.51) for the Hwy. 74/76 Warehouse and Bailey/Randall Street water main project.

8. **Engineering - Smithville Park Phase One Upgrade Final Adjusting Deductive Change Order and Project Closeout**
Reviewed and approved the final adjusting change order with East Coast Contracting, Inc., in the deductive amount of (\$206,360) for the Smithville Park Phase One upgrade project.

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

- **Budget Amendment Wastewater Taps and Connections**
Appropriated \$500,000 of taps and connections revenue for the purchase of grinder pumps for an additional 176 new service connections to the collections system. This is due to service expansions greater than budgeted.

10. **Health and Human Services - Brunswick Senior Resources Inc. - SFY 2019 HCCBG for Older Adults County Funding Plan**
Approved the 2018-2019 Home and Community Care Block Grant for Older Adults County Funding Plan.

11. **Health and Human Services - Health Services - Agreement for UNCW to Develop Brunswick County Community Health Assessment (CHA)**
Approved the agreement with UNCW for the development of the County's 2020 Community Health Assessment (CHA).

12. **Health and Human Services - Public Housing: Tenant Selection Waiver**
Approved a Public Housing tenant selection waiver to prioritize those displaced by Hurricane Florence.
13. **Health and Human Services - WARM 2019 Urgent Repair Program Support Request**
Supported an application and 20% funding match up to a maximum of \$20,000 for the 2019 Urgent Repair Program to be submitted by the Wilmington Area Rebuilding Ministry, Inc. (WARM) for their housing rehabilitation activities in Brunswick County. The Board provided a letter of support and a Resolution of Commitment.

BRUNSWICK COUNTY

FY19 WARM URGENT REPAIR APPLICATION

RESOLUTION OF COMMITMENT

WHEREAS, Brunswick County wishes to demonstrate local support for the Wilmington Area Building Ministry, Inc. (WARM) FY19 Urgent Repair application; and

WHEREAS, WARM wishes to submit a competitive application to the North Carolina Housing Finance Agency to assist Brunswick County residents;

NOW, THEREFORE, the Board of Commissioners of Brunswick County hereby resolves to commit \$20,000.00 in unrestricted local revenues to the FY19 Urgent Repair Program project. If the project is funded, these funds will be restricted in use for Brunswick County residents and be disbursed for “hard cost only” at the discretion of the Urgent Repair administrator during the FY-2020 budget year.

RESOLVED this 7th day of January, 2019.

Frank L. Williams, Chair
Brunswick County Board of Commissioners

ATTEST:
Andrea White, NCCCC
Clerk to the Board

14. **Operation Services - Tip Fee Exemption Request**
Approved a tip fee exemption at the Brunswick County Landfill for Generations Church.
15. **Sheriff’s Office - Trade-In of Vehicle and Purchase of New Vehicle**
Approved the trade-in of the Sheriff’s vehicle in which funds in the amount of \$16,126, to cover the difference in cost between the current and new vehicle, will be covered using state drug seizure funds.
16. **Utilities - Resolution Adopting the Existing Water Shortage Response Plan with No Changes**
Approved a resolution adopting the existing Water Shortage Response Plan with no changes.

RESOLUTION FOR APPROVING WATER SHORTAGE RESPONSE PLAN

WHEREAS, North Carolina General Statute 143-355 (I) requires that each unit of local government that provides public water service and each large community water system shall develop and implement water conservation measures to respond to drought or other water shortage conditions as set out in a Water Shortage Response Plan and submitted to the Department for review and approval; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for the County of Brunswick has been developed and submitted to the Board of Commissioners for approval; and

WHEREAS, the Board of Commissioners finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (I) and that it will provide appropriate guidance for the future management of water supplies for the County of Brunswick, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Brunswick that the *Water Shortage Response Plan*, dated December 7, 2009, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Board of Commissioners intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 7th day of January, 2019.

Frank Williams, Chairman
Brunswick County Board of Commissioners

Attest:
Andrea White, NCCCC
Clerk to the Board

VI. PRESENTATIONS

1. **Presentation - Resolutions of Appreciation for Partnering Organizations - Hurricane Florence (Members of the Board of Commissioners)**

Request that the Board of Commissioners approve and present resolutions of appreciation to partnering organizations for their efforts before, during, and after Hurricane Florence.

Chairman Williams moved to approve all of the Resolutions of Appreciation. The vote of approval was unanimous.

Chairman Williams presented a resolution to Amanda Hutcheson, Public Information Officer.

Commissioner Cooke presented a resolution to Brunswick County Health Services.

Commissioner Sykes presented a resolution to St. James Emergency Management.

Vice-Chairman Thompson presented a resolution to Brunswick County Department of Social Services.

Commissioner Forte presented a resolution to Cape Fear Jet Port.

(Individual organizational resolutions are filed with Board Action)

**A RESOLUTION OF APPRECIATION
NAME OF ORGANIZATION**

WHEREAS, Hurricane Florence made landfall in Brunswick County on September 14, 2018 leaving behind devastation to many areas of the county; and

WHEREAS, many agencies partnered with Brunswick County to render valuable services to the people of Brunswick County before, during and after the storm; and

WHEREAS, numerous volunteers and organizations gave unselfishly of their time to provide assistance without the expectation of thanks or tangible personal remuneration; and

WHEREAS, the Brunswick County Board of Commissioners recognizes the positive impact of these volunteers and agencies and applauds their efforts.

NOW, THEREFORE, be it resolved that the Brunswick County Board of Commissioners recognizes and extends appreciation to *Name of Organization* for their outstanding efforts in serving the people of Brunswick County during this challenging time.

Adopted this the 7th day of January, 2019.

Frank Williams, Chairman
Brunswick County Board of Commissioners

ATTEST:
Andrea White, NCCCC
Clerk to the Board

Chairman Williams asked that staff be notified of any other organization that may have been omitted.

2. **Utilities - Northwest Water Treatment Plant Design Status Update (John Nichols, Director of Public Utilities)**

Request that the Board of Commissioners receive a status update on the Northwest Water Treatment Plant Design.

Mr. Nichols introduced Mr. Reed Barton of CDM Smith to provide a quarterly update on the Northwest Water Treatment Plant Improvements Project. Mr. Barton gave a brief overview of the project from inception. Advanced Treatment Evaluation began in January of 2018. Alternatives were considered and Low-Pressure Reverse Osmosis (LPRO) was chosen as it would provide the best treatment removal of GenX, other PFAS (Per- and polyfluoroalkyl substances) and 1,4-Dioxane, be the most cost-effective for removing 90% or more of the target contaminants and be the best broad-range protection against unidentified contaminants. LPRO Pilot Testing was conducted beginning in February which resulted in non-detectable concentrations of identified contaminants. Preliminary Engineering began in May and a Final Basis of Design Report was created. The report showed that the cost associated with expanding the plant to produce the future quantity of water needed for the county residents was nearly \$48 million and approximately \$90 million is needed to add Reverse Osmosis, bringing the total project cost to \$137 million. The application for the NPDES (National Pollutant Discharge Elimination System) Permit was submitted in November. The NPDES allows the facility to discharge waste in a permitted and appropriate fashion. Mr. Barton explained that the plant takes water out of the Cape Fear River and after it is treated, two streams of water will leave the plant. One will be directed to customer taps and the other will be directed to the river. GenX and PFAS will no longer be in the water stream going to customer taps but will be returned to the river. Mr. Barton stressed that the discharge permit being applied for will meet all regulatory requirements and there will be no increase in PFAS or emerging contaminants in the river as a result of this discharge. Comments have been received from DEQ (Department of Environmental Quality) and CDM Smith is preparing responses. Once the comments have been addressed, the State will prepare and issue a draft NPDES Permit for review by state and federal agencies and include on their website for public comment. After comments have been addressed, a permit will be issued. Final Design began in October and will take approximately 12 months to complete and obtain all of the other required permits, with final documents being ready next fall.

Mr. Nichols emphasized that the water entering the LPRO system meets drinking water standards. The LPRO removes additional contaminants not removed in the traditional process.

Chairman Williams asked the County Manager to discuss how the County will pay for this project and to provide an update on the status of the lawsuit with Chemours.

Mrs. Hardy emphasized that the County hopes to recover from those that are putting these contaminants into the river. CDM Smith, Mr. Nichols, and Ms. Miller have been very successful in obtaining a sizeable portion of WIFIA (Water Infrastructure Finance and Innovation Act) funds which will provide the County the opportunity to capitalize interest for two to three times longer than normal on such a project. This will allow the customer base to grow prior to the full impact of any rate increase, if needed. Staff will know more about the known costs once financing rates are received and the project is bid. There is the potential for a rate increase for wholesale and retail customers.

Mr. Barton noted that Brunswick County is only utility in North Carolina to successfully receive WIFIA funding and among 30 nationwide. Mrs. Hardy added that this funding totals approximately \$78 million.

Mrs. Hardy informed the Board that Mr. Nichols and Mr. Barton will provide a presentation to the Leland Town Council on January 17th at 6:00 p.m.

VII. ADMINISTRATIVE REPORT

1. **Administration - Consideration of Video Recording Commissioner Meetings (Ann Hardy, County Manager)**

Request that the Board of Commissioners receive information regarding a suggestion to videotape and record commissioners' meetings and provide direction to staff.

Mrs. Hardy presented preliminary information from the Brunswick County Schools and MIS on what the cost may be. The initial equipment cost is estimated at \$6,000, and the annual estimate of videographer services is \$30,000 - \$31,000. The amount of viewership

on the school's website and livestreaming is modest. The viewership with ATMC is unknown. Mrs. Hardy asked for direction from the Board.

Chairman Williams asked for discussion from the Board. Following discussion, Commissioner Sykes moved to direct staff not pursue videotaping and recording Commissioners' meetings. The motion passed 4 to 1 (Ayes – Chairman Williams, Commissioner Cooke, Commissioner Sykes, Commissioner Forte. Nays – Vice-Chairman Thompson)

2. **Emergency Services - Non-Profit Volunteer Fire Department Agreement (Malcolm Smith, Fire Administrator and Interim Director of Emergency Services)**

Request that the Board of Commissioners receive information regarding an agreement with non-profit volunteer fire departments and provide direction to staff.

Mr. Smith explained that the current contract is from 2005 and staff has been working with the Chief's Association and their legal counsel to update a contract for the non-profits. Staff has prepared a draft agreement and is requesting feedback from the Commissioners on the sections regarding the nepotism policy and the disposition of assets in the event the fire department goes out of business or ceases to exist.

Chairman Williams asked for discussion on each item individually.

Following discussion, Commissioner Sykes moved to adopt the agreement as presented with a change to the nepotism section to read "The Department will establish safeguards to forestall the appearance of or actual conflicts of interest or personal gain including, but not limited to the adoption of an ethics policy".

Chairman Williams asked for further discussion. Chief Doug Todd was asked to come to the podium to participate in the discussion and answer questions. Chairman Williams offered the opportunity for other Chiefs in the room to speak. No one came to the podium.

Chairman Williams restated the motion to adopt the contact as presented with the specified change to the nepotism section.

Commissioner Cooke requested that the County Manager provide further explanation on the proposed addition by the Fire Chief Association regarding disposition of assets.

Following additional discussion, Mrs. Hardy clarified that the motion would remove the immediate family definition as well as change the wording and would not add the language proposed by the fire chiefs with regard to disposition of assets. She also noted that the effective date of the contract was incorrect on the agenda item. The correct date is July 1, 2019.

Chairman Williams called for a vote on the motion. The motion passed 4 to 1. (Ayes – Chairman Williams, Commissioner Cooke, Commissioner Sykes, Commissioner Forte. Nays – Vice-Chairman Thompson)

3. **Emergency Services - FEMA Public Assistance Consultant Engagement (Malcolm Smith, Fire Administrator & Interim Emergency Services Director)**

Request that the Board of Commissioners authorize staff to negotiate a scope of work and contract for services with CSRS Disaster Recovery, LLC with a not to exceed amount of \$50,000.

Mr. Smith explained that the County issued a Request for Proposals for a consulting firm to aid with Hurricane Florence recovery, reimbursement, and hazard mitigation. Five proposals were received and reviewed, and staff recommends CSRS Disaster Recovery, LLC.

Vice-Chairman Thompson moved to approve to authorize staff to negotiate a scope of work and contract for services with CSRS Disaster Recovery, LLC as presented. The vote of approval was unanimous.

4. **Operation Services - Debris Collection Reimbursement for Restricted Communities (Stephanie Lewis, Director of Operation Services)**

Request that the Board of Commissioners receive information and select a reimbursement option for storm debris collection for gated communities.

Ms. Lewis explained that the Board of Commissioners previously directed staff to receive requests from restricted or gated communities on reimbursement for debris removal. Staff compiled the information received and offered several options for the Board's consideration. Option 1 is the full amount of reimbursement requested from the restricted communities. Option 2 is their cubic yard debris amount at the County's contractor rates. Option 3 applies an 80% capacity to vegetative debris loads based on averages from observations by the monitoring firm at the debris sites. Ms. Lewis noted that there were two communities with ineligible debris mixed in the debris quantities and the debris quantities were more than double, if not triple, the amount received from other communities. These two communities were also in the southern part of the county which was not impacted as much as the northern and eastern parts, and both communities had vegetative debris pits that were cleaned out. The debris quantity was reduced by half for those two communities.

Following discussion, Vice-Chairman Thompson moved to approve Option 3 which applies the 80% load limitation to vegetative debris and is most aligned with what the county would have paid the contractor for the debris removal for a total of \$148,121.51. The vote of approval was unanimous.

5. **Utilities - Request for Board to Receive Information Regarding State Revolving Fund Rating System for Funding the Northwest Water Treatment Plant Advanced Treatment Improvements (John Nichols, Director of Public Utilities)**

Request that the Board of Commissioners receive information regarding State Revolving Fund (SRF) rating system for funding of the Northwest Water Treatment Plant Advanced Treatment Improvements and direct staff to send the attached letter to DEQ with a copy to legislative partners.

Mr. Nichols gave an update on funding efforts for the Northwest Water Treatment Plant. Staff has been looking for avenues to fund the project and the initial approvals have been received for WIFIA. Staff is also pursuing SRF (State Revolving Fund), a similar program offered through the State. In June of 2018, the State solicited input from the County on how application ratings were conducted. The Board of Commissioners provided a letter to the State regarding this process. The rating system for SRF funding does not include unregulated contaminants which means the County will not be given priority rating points for treating GenX, an unregulated contaminant. Mr. Nichols noted that the EPA has not added any contaminants to their list for MCL's (maximum contaminant level) in 20 years. If SRF funding is not received, the County can reapply the following year.

Mr. Nichols presented the following options to consider in an effort to enhance the County's funding opportunities.

1. Request DEQ make GenX and PFAS removal in public water systems a priority for funding by adjusting the scoring method for SRF applications to give GENX/PFAS priority.
2. Request DEQ support legislative efforts to appropriate funds in the Drinking Water Infrastructure (DWI) fiscal budget to fund projects that are addressing GenX in the Cape Fear River for the purpose of providing drinking water to the public.
3. Request DEQ support pending congressional legislation to "bundle" unfunded SRF applications and fund them with Federal funds

Mr. Nichols presented a letter to NC DEQ requesting these options for the Board's consideration.

Commissioner Sykes moved to approve the sending of the letter. The vote of approval was unanimous.

VIII. OTHER BUSINESS/INFORMAL DISCUSSION

The following items were brought before the Board:

1. Without objection, Chairman Williams asked staff to revise the previously submitted Federal Goals resolution in a format suitable for the Commissioners to take directly to Federal representatives at the NACo Legislative Conference and bring the resolution before the Board at a meeting prior to the conference. There were no objections from the Commissioners.

2. Chairman Williams moved to direct the County Attorney to prepare an amendment to Brunswick County's rules of procedure for consideration at the January 22, 2019 meeting to require a second on motions. The vote of approval was unanimous.
3. Commissioner Sykes inquired if there were any areas of storm debris remaining. Ms. Lewis explained that the contracted collection of debris located in the right-of-way of properties was complete and any remaining debris would have to be disposed of by other means. November 5th was the deadline for putting debris in the right-of-way to be collected.
4. Without objection, Chairman Williams recognized Shallotte Mayor Walt Eccard. There were no objections from the Commissioners. Mayor Eccard informed the Board that former Shallotte Mayor Gerald Long passed away Sunday morning.

VIII. CLOSED SESSION

1. **Closed Session - Approve Closed Session Minutes and Discuss Matters Relating to the Location or Expansion of Industries or Other Businesses**
Request that the Board of Commissioners enter into Closed Session pursuant to N.C.G.S. 143-318.11(a)(1) to approve Closed Session Minutes and 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses.

Mr. Shaver requested that the Board of Commissioners enter into Closed Session to approve Closed Session Minutes and to discuss economic development matters relating to the location or expansion of business or industry.

Chairman Williams asked for a motion.

Vice-Chairman Thompson moved to enter into Closed Session at 5:02 p.m. following a brief recess. The vote of approval was unanimous.

Chairman Williams called the regular meeting to order at 5:29 p.m. and asked the County Attorney if there was anything to report from Closed Session.

Mr. Shaver directed the Board to schedule a public hearing for January 22, 2019 to consider supplying incentive funds in relation to Project Pavement.

Vice-Chairman Thompson moved to schedule a public hearing for January 22, 2019 as directed. The vote of approval was unanimous.

IX. ADJOURNMENT

Vice-Chairman Thompson moved to adjourn at 5:30 p.m. The vote of approval was unanimous.

Chairman
Brunswick County Board of Commissioners

Attest:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

From:
Ann Hardy

Action Item # V. - 4.
Code Administration - Extension of Hurricane Florence Recovery
Permit and Fee Waivers

Issue/Action Requested:

Request that the Board of Commissioners approve the extension of a waiver of Fees for Building and Trade Permits, Flood Development Permits, Environmental Health Permits and Fees Related to Hurricane Florence recovery efforts for September 19, 2018 through June 30, 2019.

Background/Purpose of Request:

In an effort to assist the community in rebuilding and to expedite the permitting process, extending the period to waive fees from December 31, 2018 as originally approved to June 30, 2019 will further assist the community's recovery. There are approximately 19 FEMA trailers that are in the application process at this time.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Original waiver until December 31, 2018 was mandated by the legislature. Extension to June 30, 2019 is voluntary

County Manager's Recommendation:

Recommend that the Board of Commissioners approve an extension of the waiver of Fees for Building and Trade Permits, Flood Development Permits, Environmental Health Permits and Fees Related to Hurricane Florence recovery efforts for September 19, 2018 through June 30, 2019.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

From:

Michael Slate, Director of Code
Administration

Action Item # V. - 5.

Code Administration - Amendment to Town of Leland Interlocal
Agreement for Building Inspections and Plan Review

Issue/Action Requested:

Request that the Board of Commissioners approve an amended Interlocal Agreement with the Town of Leland concerning inspection services for the purpose of adding limited commercial plan review.

Background/Purpose of Request:

Due to the effects of Hurricane Florence, Brunswick County and the Town of Leland entered into an Interlocal agreement to assist with performing inspections. Subsequent to that agreement, the town has also requested assistance with limited commercial plan review.

The town has proposed and executed the enclosed amended Interlocal Agreement. Per this agreement, upon town request, the County will conduct a commercial plan review and will receive compensation in accordance with the current fee schedule. This amended agreement will run for 180 days with an optional extension and will effectively replace the current agreement.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Request that the Board of Commissioners approve an amended Interlocal Agreement with the Town of Leland concerning inspection services for the purpose of adding limited commercial plan review.

ATTACHMENTS:

Description

- ☐ Interlocal Agreement - Town of Leland

NORTH CAROLINA

BRUNSWICK COUNTY

THIS AGREEMENT, made and entered into the _____ day of _____, 2019 by and between the County of Brunswick a body corporate and politic and a political subdivision of the State of North Carolina, hereinafter referred to as "County" and the Town of Leland a municipal corporation of Brunswick County, North Carolina, hereinafter referred to as "Town".

WITNESSETH:

THAT WHEREAS, County currently provides comprehensive building inspection services in all areas of County which lie outside the corporate limits and extraterritorial jurisdiction areas of a municipality as mandated by North Carolina General Statute 153A-352; and

WHEREAS, Town has requested and County has consented to provide comprehensive building inspection services for Town within its corporate limits as by law mandated subject to the limitations herein set forth; and

WHEREAS, Town has requested and County has consented to provide comprehensive commercial plan review services for Town within its corporate limits as by law mandated subject to the limitations herein set forth; and

WHEREAS, such an Agreement is authorized by North Carolina General Statute 160A-413 and North Carolina General Statute 160A-461.

NOW, THEREFORE, the parties hereto agree as follows:

1. County shall provide comprehensive inspection services within the corporate limits pursuant to North Carolina General Statute 160A-411 through 160A-438 with the exception of all materials and things related to North Carolina General Statute 160A-412(4) and 160A-424. It is expressly understood between the parties that this Agreement in no way obligates County to undertake those responsibilities under North Carolina General Statute 160A-441 through 160A-450.
2. Town shall be responsible for issuing all permits and collecting all fees and charges associated with the issuance of said permits.
3. County shall cooperate with Town in the prosecution of criminal and/or civil actions relating to violations of the North Carolina State Building Code and/or Town ordinances, but it is the understanding of the parties hereto that it shall be in the discretion of Town to prosecute any said violations occurring within Town's corporate limits. Town shall bear all costs associated with enforcement.

4. Each party shall pay all necessary personnel, administrative, legal and other such costs associated with the duties and responsibilities assumed and performed by such party under this Agreement. The County shall receive compensation in the amount of seventy-five dollars (\$75.00) charged for each inspection performed by the County.
5. The County shall receive compensation in accordance with the current fee schedule in effect by the County for all commercial plan reviews performed by the County.
6. The County shall bill and provide a statement of the services performed hereunder to Town by the fifteenth day of each month, and payment shall be made by Town on the last day of the month in which the statement was received.
7. This Agreement shall become effective on the date of the execution hereof and shall remain in effect for a period of one-hundred and eighty (180) days and may be renewed upon agreement of both parties for an additional ninety (90) day period.
8. The County may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days' written notice to Town.
9. If the Board of County Commissioners does not appropriate the funding needed by the County to fulfill its financial obligations, if any, under this Agreement for a given fiscal year, the County will not be obligated beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Town 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.
10. Both County and Town agree that County is acting as an independent contractor under this Agreement. Control of County personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by County. No joint agency is established by this Agreement. This Agreement does not create a partnership, joint venture, other joint endeavor, joint ownership, joint operations or personnel sharing of any kind. No joint personnel are needed by the parties in order to carry out the obligations under this Agreement.
11. To the extent E-Verify rules apply to this Agreement, the parties agree to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
12. To the extent permitted by law, each party shall indemnify and hold harmless the other party and its officers, agents and employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the indemnifying party, its

officers, agents and employees or any of them, in fulfilling its obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against a party, the other party shall defend the same at its sole cost and expense; provided that, each indemnified party retains the right to participate in said suit if any principal of government or public law is involved. If final judgment is to be rendered against a party and its respective officers, agents, employees or any of them, or jointly against the parties and its respective officers, agents and employees, or any of them, the indemnifying party shall satisfy same. Notwithstanding the foregoing, by executing this Agreement, County does not assume liability or responsibility for or in any way release Town from any liability or responsibility which arises in whole or in part from the existence or effect of Town ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Town ordinance, rule or regulation is at issue, Town shall defend the same at its sole cost and expense and if judgment is entered or damages are awarded against Town, County or both, Town shall satisfy the same, including all chargeable costs and attorneys' fees.

13. If Town is in default of any payment obligation hereunder and such default is not cured by remittance of the amount owed within thirty (30) days following written notice from County of the right to cure, then County shall be entitled to specific performance under this Agreement, injunctive relive and/or direct, incidental or consequential money damages, which may include attorneys' fees.
14. Neither party shall discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. The parties shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment
15. This Agreement may be amended or modified upon mutual agreement of the Board of County Commissioners of the County and the Town Council provided that any such amendment shall be reduced to writing and signed by the parties to this Agreement.
16. This Agreement constitutes the entire understanding of the parties.
17. The parties hereto will make and execute all further instruments and documents required to carry out the purpose and intent of this Agreement, including but not limited to an administrative letter of understanding setting forth the time schedules within which services herein must be performed.

18. All the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. All actions relating in anyway 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. 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.
19. To the extent applicable, neither party waives 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.
20. If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason invalid, unlawful or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

IN WITNESS WHEREOF, the County of Brunswick has caused this instrument to be executed in its behalf by the Chairman of its Board of Commissioners, attested by its Clerk and its corporate seal to be affixed and by Town causing this instrument to be executed in its behalf by its Mayor, attested by its Clerk and its corporate seal being affixed all on the day and year first above written.

COUNTY OF BRUNSWICK

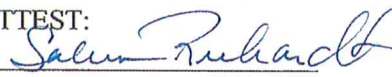
Frank Williams, Chairman
Brunswick County Board of Commissioners

ATTEST:

Andrea White
Clerk to the Board



TOWN OF LELAND
Brenda Bozeman, Mayor

ATTEST:


Sabrena Reinhardt
Administrative Manager/ Town Clerk

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

TOWN OF LELAND

Name: Carly Hagg
Title: Finance Director

APPROVED AS TO FORM

Brunswick County Attorney/
Asst. Attorney

APPROVED AS TO FORM



Town Attorney



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

From:
Bryan Batton

Action Item # V. - 6.

County Attorney - Cameron Wood Phase 3B, Lots 1-9 Deed Of Dedication

Issue/Action Requested:

Request that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure in Cameron Woods Phase 3B, Lots 1-9.

Background/Purpose of Request:

Cameron Wood Development, LLC has submitted a Deed of Dedication for water and sewer infrastructure in Cameron Woods Phase 3B, Lots 1-12. The lines have been tested and approved and are ready to be incorporated into our utility system.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

\$ 46,708.80 for water

\$ 24,314.60 for sewer

Approved By County Attorney:

Yes

County Attorney's Recommendation:

To accept the Deed of Dedication for water and sewer infrastructure from Cameron Woods Development, LLC.

County Manager's Recommendation:

Recommend that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure in Cameron Woods Phase 3B, Lots 1-9.

ATTACHMENTS:

Description

- Cameron Woods Phase 3B, Lots 1-12 DOD

Prepared by: Kara J. Keith, a licensed North Carolina attorney, of Bellamy, Rutenberg,
Copeland, Epps, Gravely & Bowers, P.A., without opinion of title
1000 29th Avenue North, Myrtle Beach, SC 29577

THIS DEED OF DEDICATION, made and entered into this 19TH day of NOVEMBER, 2018, by and between CAMERON WOODS DEVELOPMENT, LLC, a Delaware Limited Liability Company, with an office and place of business in Brunswick County, North Carolina, party of the first party, hereinafter referred to as "Developer", and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, party of the second part, hereinafter referred to as Grantee, *whose mailing address is PO Box 249, Bolivia, NC 28422.*

WHEREAS, Developer is the owner and developer of a tract or parcel of land located in Brunswick County, North Carolina, known as Cameron Woods; and

All of the sewer lines and water lines and equipment shown on the survey map or plat attached hereto as Exhibit "A".

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

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

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

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

Signature page to follow.

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

CAMERON WOODS DEVELOPMENT, LLC

A Delaware Limited Liability Company

By: *H. Gilford Edwards*
H. Gilford Edwards, Authorized Signatory; or
Ralph R. Teal, Jr., Authorized Signatory

Horry County, State of SC

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: H. Gilford Edwards.

Date: 11/19/18 My Commission Expires: 2/3/2025

Notary Public: *D. McDonnell*
Print Name: Dendree McDonnell

[Affix Notary Stamp or Seal below]



ACCEPTANCE OF DEED OF DEDICATION

This Deed of Dedication and accompanying Affidavit for Cameron Woods Development, LLC, was accepted by the Brunswick County Board of Commissioners on the ____ day of _____, 20 ____.

Brunswick County Board of Commissioners

_____, Chairman

_____, Clerk to the Board

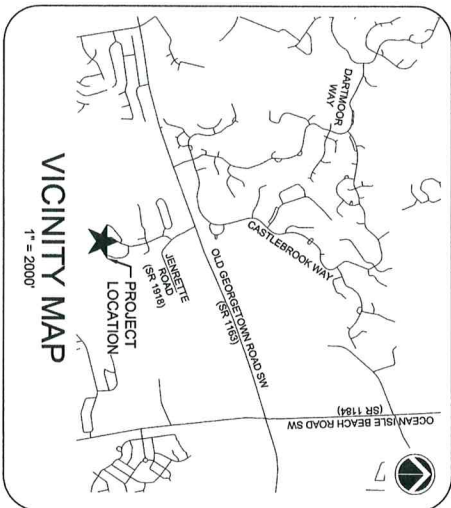
EXHIBIT “A”

(See attached)

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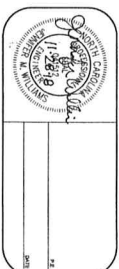
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LAND DEVELOPMENT REGULATIONS.

FINAL WATER AND SEWER AS-BUILTS FOR CAMERON WOODS PHASE 3B Ocean Isle Beach, North Carolina

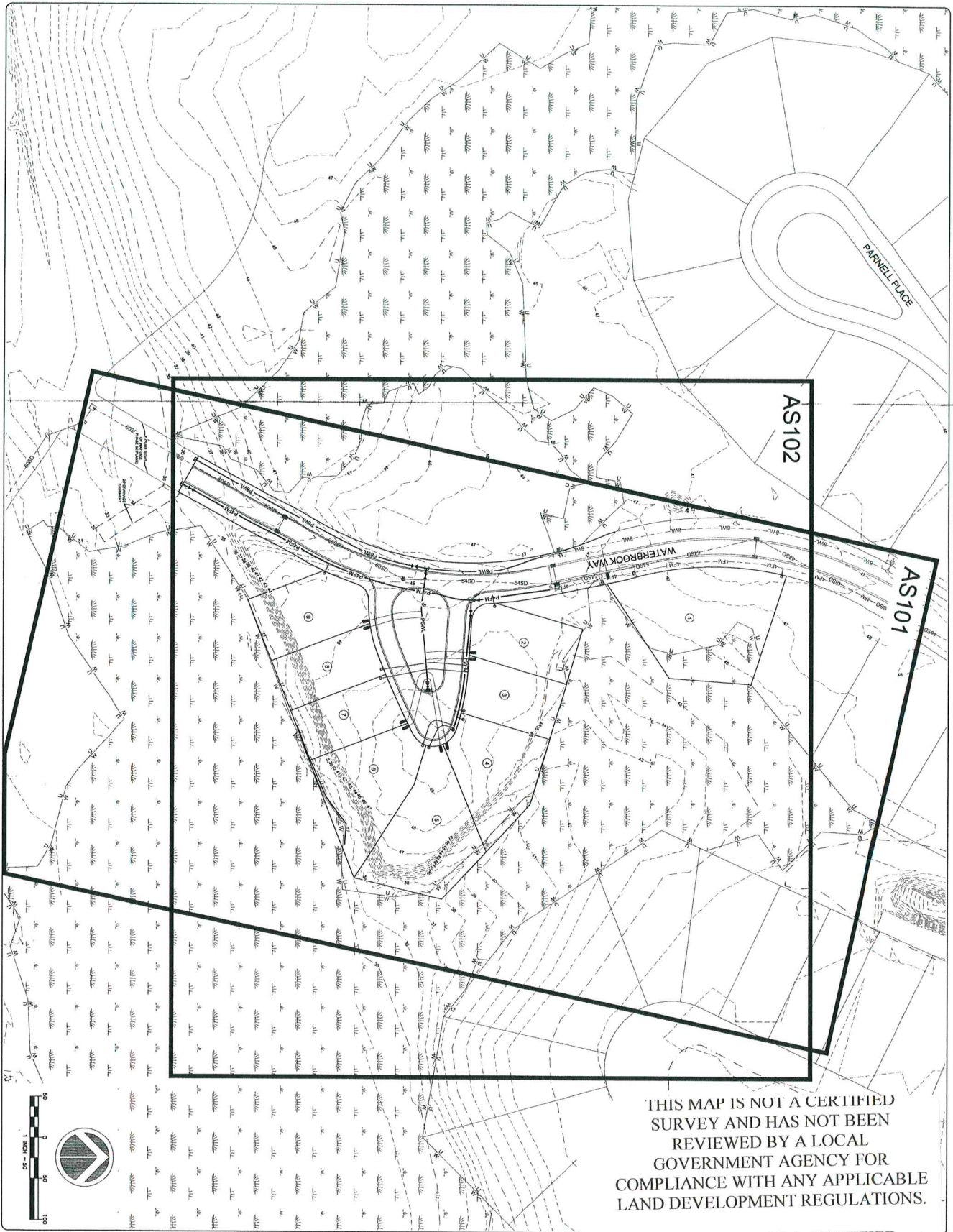


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151 Poole Rd, Suite 100, Beville, NC 28451
TEL (910) 383-1044, FAX (910) 383-1045
www.capefearengineering.com
N.C. LICENSE # C-1621

FINAL WATER AND
SEWER AS-BUILTS



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AS-02	ROAD B SITE & UTILITY PLAN STA. 10+00 TO 13+40
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PROJECT: 427-038

SHEET INDEX

427-038 A-002

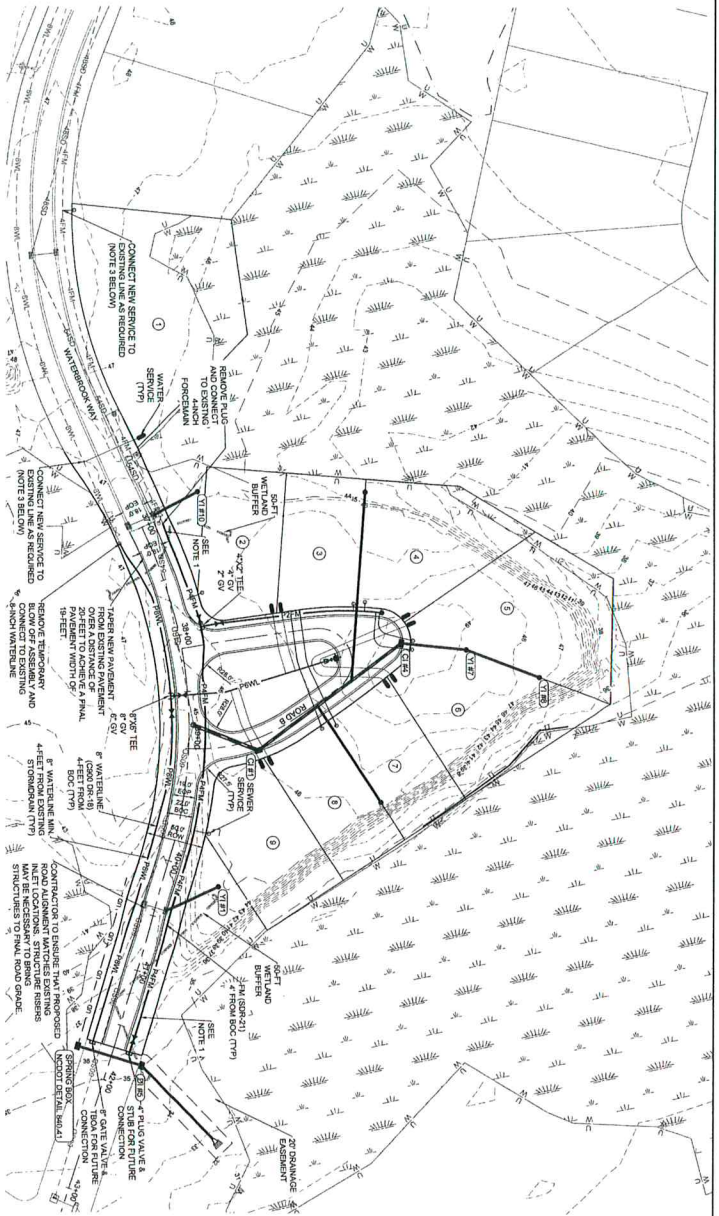
CAPE FEAR
ENGINEERING

1517 PINE TREE LANE, 100 WILSON, NC 28401
TEL: 919.486.1111
WWW.CAPEFEARENGINEERING.COM
N.C. LICENSE # 00001

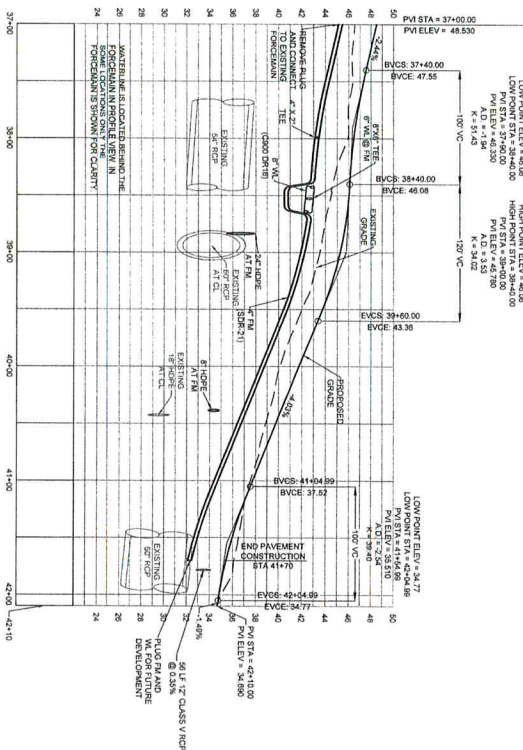
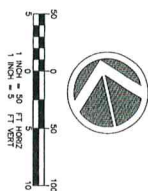
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**FINAL WATER AND
SEWER AS-BUILTS**

SEE SHEET A-001 FOR GENERAL NOTES AND LEGEND

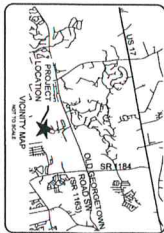


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- NOTES
1. ALL SEWER WITHIN 50' OF WETLANDS SHALL MEET THE MATERIALS, TESTING, AND ACCEPTABILITY STANDARDS FOR WETLANDS AS SPECIFIED IN 15A NCAC 10C.
 2. CONTRACTORS SHALL EXERCISE EXTREME CAUTION AND TAKE ALL APPROPRIATE PRECAUTIONS TO AVOID IMPACTING WETLANDS AND SHALL RELOCATE ANY EXISTING UTILITY ADJACENT TO WETLANDS TO ENSURE THAT WETLANDS ARE NOT IMPACTED OR DISTURBED.
 3. IN LOCATIONS WHERE NEW UTILITY SERVICES ARE SHOWN TO BE CONNECTED TO EXISTING WATER OR SEWER LINES, CONTRACTORS SHALL COORDINATE WITH OCEAN ROUGE PHASE 3 SECTION 2. CONTRACTORS SHALL BE TO EXISTING LINE AS REQUIRED.

WATERBROOK WAY



SEE SHEET A-001 FOR GENERAL NOTES AND LEGEND

FINAL WATER AND
SEWER AS-BUILTS

REV	DESCRIPTION	DATE	BY
0	FINAL WATER AND SEWER AS-BUILTS	1/25/18	AW
1	REVISIONS	1/25/18	AW



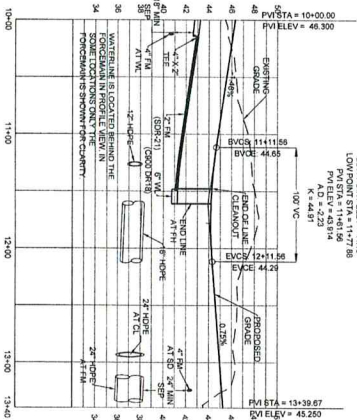
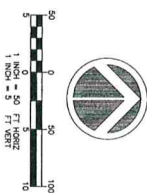
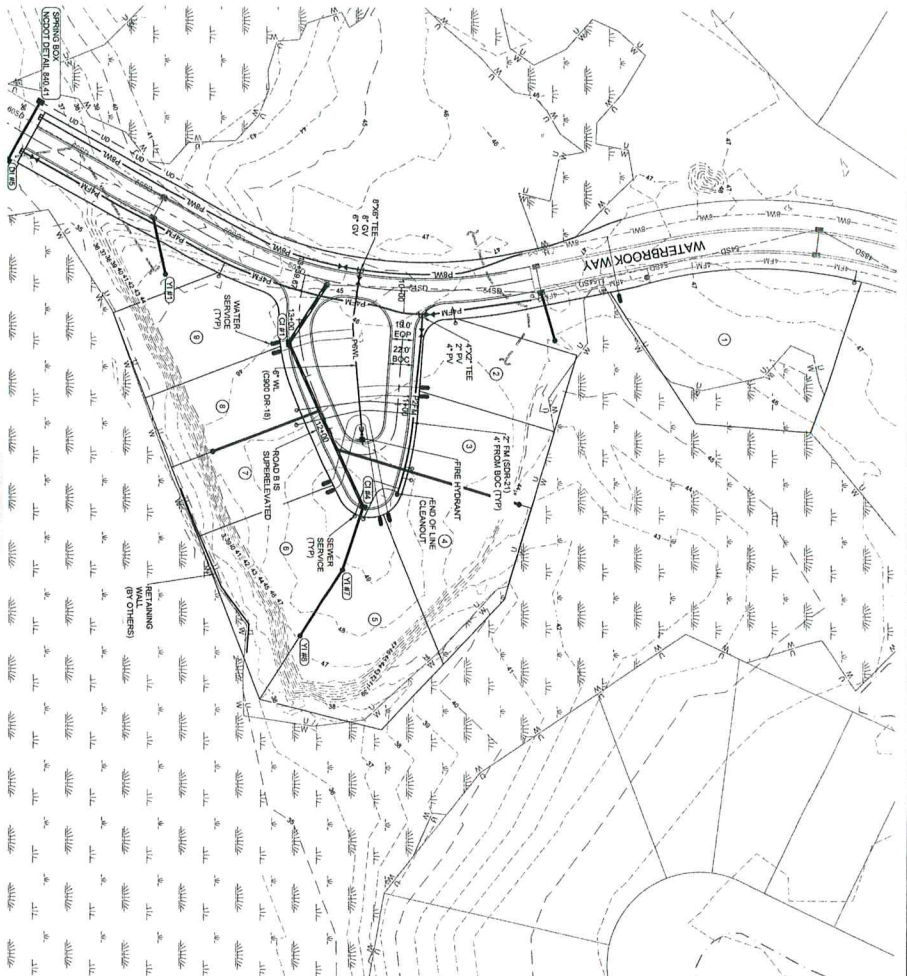
**CAPE FEAR
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INC.
151 PINE BLVD. SUITE 100 BUILDING 300
TEL: (910) 383-1044 FAX: (910) 383-1045
www.capefear-engineering.com

PROJECT: 427-038
OWNER: CAMERON WOODS
DATE: 08/27/17

WATERBROOK WAY
SITE & UTILITY PLAN
STA: 37+00 TO 41+70

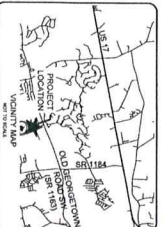
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NOTE: ROAD SHOWN REPRESENTATIVE

ROAD B



SEE SHEET A-01 FOR GENERAL NOTES AND LEGEND

FINAL WATER AND
SEWER AS-BUILTS

REV	DESCRIPTION	DATE	BY
0	FINAL WATER AND SEWER AS-BUILTS	11/29/18	ASB



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ENGINEERING**

151 Peachtree St., Suite 100, Atlanta, GA 30303
TEL: (404) 335-1044 FAX: (404) 335-1045
WWW.CAPEFEARENGINEERING.COM

PROJECT	427-038
DATE	AS-BUILT
BY	AS-BUILT

CAMERON WOODS
PHASE 3B

ROAD B
SITE & UTILITY PLAN
STA: 10+00 TO 13+40

PROJECT NUMBER
427-038

SHEET NUMBER
AS102

)

)

)

AFFIDAVIT

CAMERON WOODS DEVELOPMENT, LLC, a Delaware Limited Liability Company, with an office and place of business in Brunswick County, North Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner and developer of a tract or parcel of land located in Brunswick County, North Carolina, known as Cameron Woods, as more particularly described in a Deed of Dedication in favor of Brunswick County of even date herewith.

2. That it has caused to be installed water distribution lines and sewer lines under and along the road right-of-ways for the property hereinafter described and referenced:

All of the sewer lines and water lines and equipment shown on the survey map or plat attached hereto as Exhibit "A".

3. That all of the work which has been performed in the construction and installation of said water distribution lines and sewer lines described in paragraph 2, above, has been fully paid for and there are now no liens of any kind, including any lien for labor or material, against the subdivision property which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water lines and sewer lines installed therein which would in any way jeopardize title to the subdivision or the water distribution lines and sewer lines located therein.

Signature page to follow.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer, this 19TH day of NOVEMBER, 20 18.

CAMERON WOODS DEVELOPMENT, LLC
A Delaware Limited Liability Company

By: H. Gilford Edwards
H. Gilford Edwards, Authorized Signatory; or
Ralph R. Teal, Jr., Authorized Signatory

Horry County, State of SC

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: H. Gilford Edwards.

Date: 11/19/18 My Commission Expires: 2/3/2025

Notary Public: D. McDonnell
Print Name: Denore McDonnell

[Affix Notary Stamp or Seal below]



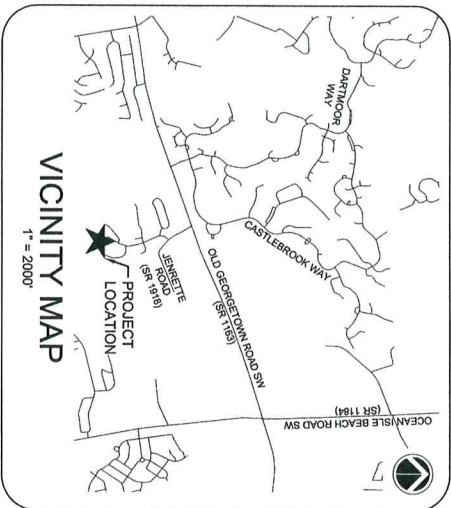
EXHIBIT “A”

(See attached)

<EXHIBIT A>

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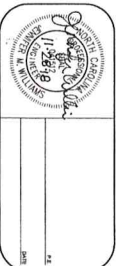
FINAL WATER AND SEWER AS-BUILTS FOR CAMERON WOODS PHASE 3B Ocean Isle Beach, North Carolina



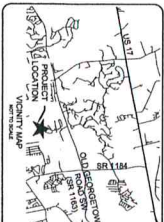
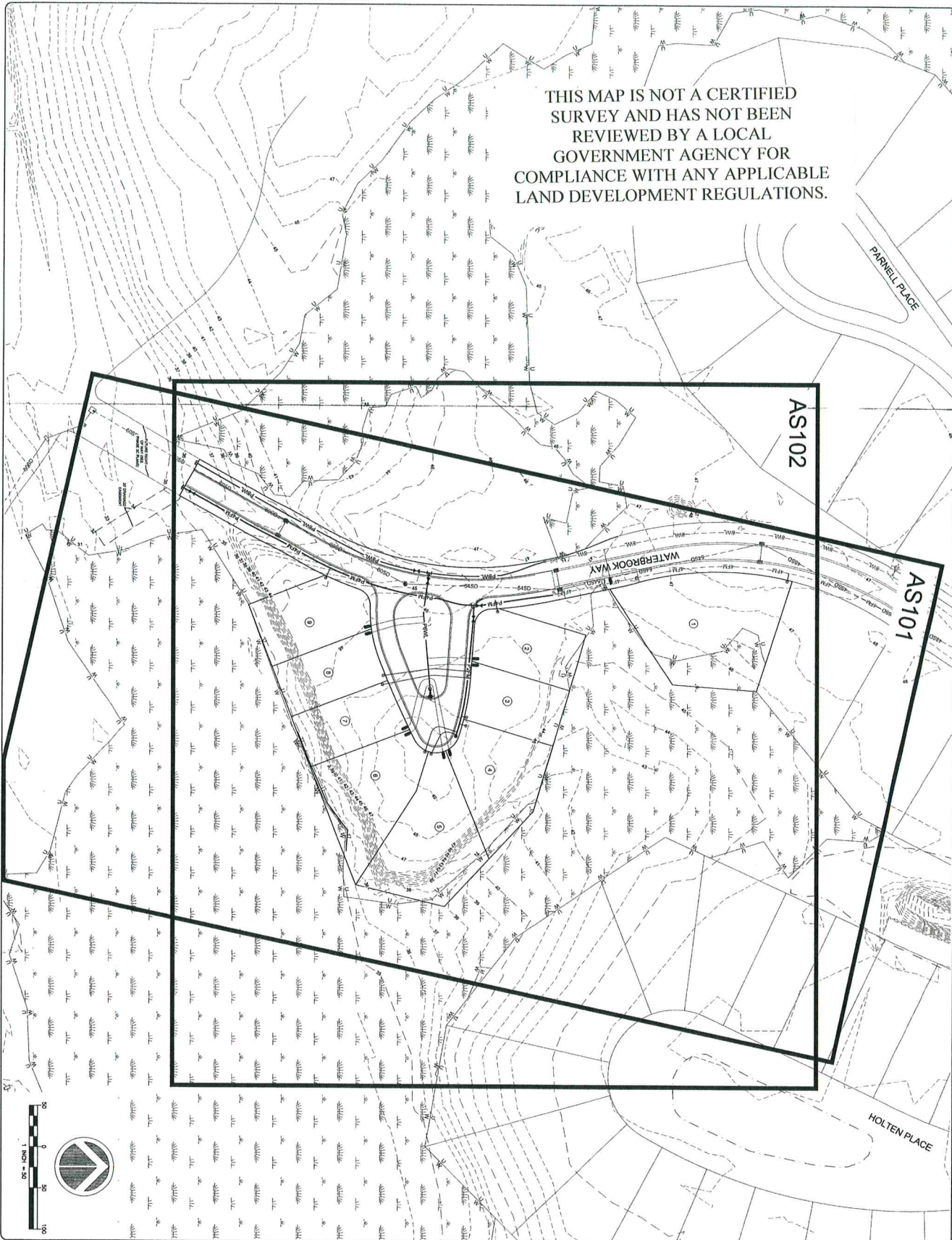
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FINAL WATER AND
SEWER AS-BUILTS



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SEE SHEET A-001 FOR GENERAL NOTES AND LEGEND

FINAL WATER AND
SEWER AS-BUILTS

REV.	DESCRIPTION	DATE
0	FINAL WATER AND SEWER AS-BUILTS	11/28/18



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Ft. Lauderdale, FL 33304
TEL: (954) 363-1044 FAX: (954) 363-1045
www.capefearengineering.com

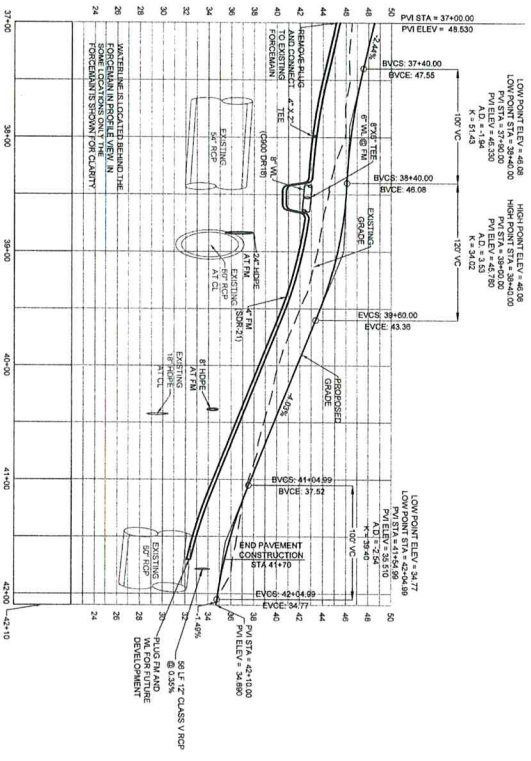
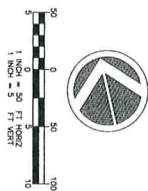
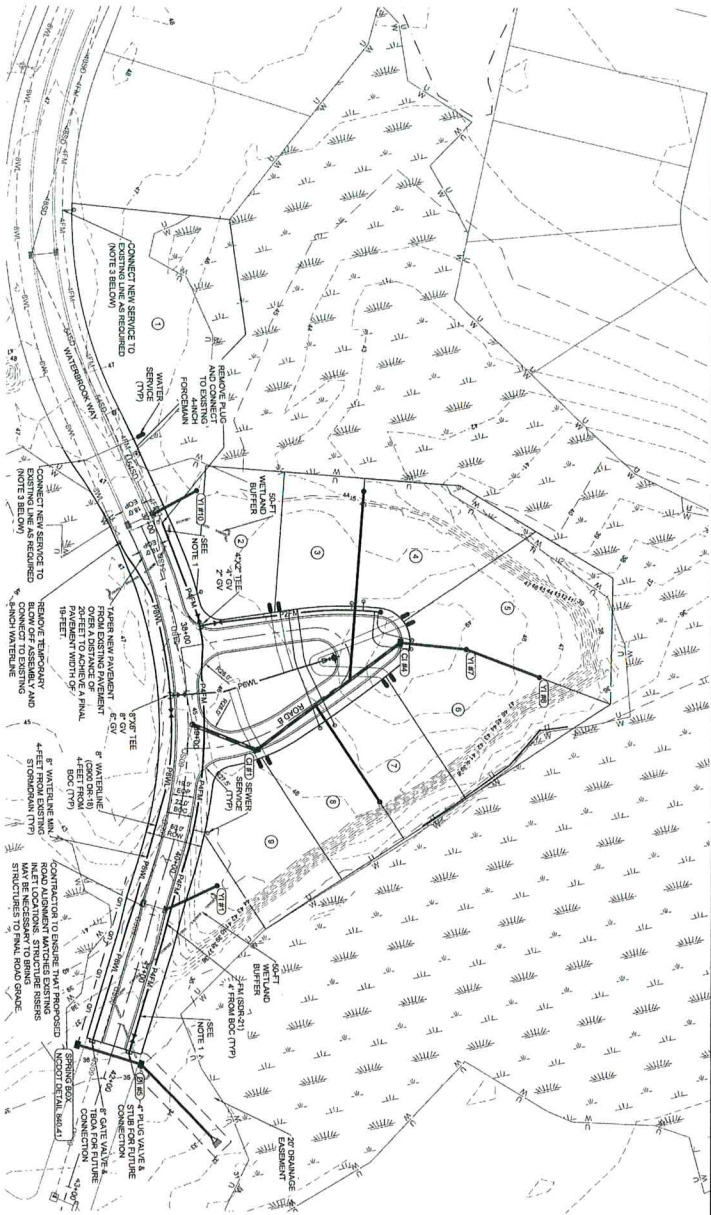
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NAME	WATERBROOK
DATE	11/28/18

CAMERON WOODS
PHASE 3B

SHEET
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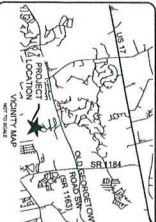
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427-03B
SHEET NUMBER
A-002

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- NOTES:
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WATERBROOK WAY



SEE SHEET A-001 FOR GENERAL NOTES AND LEGEND

FINAL WATER AND
SEWER AS-BUILT'S

NO.	DESCRIPTION	DATE
1	FINAL WATER AND SEWER AS-BUILT'S	1/2/2017



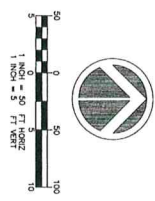
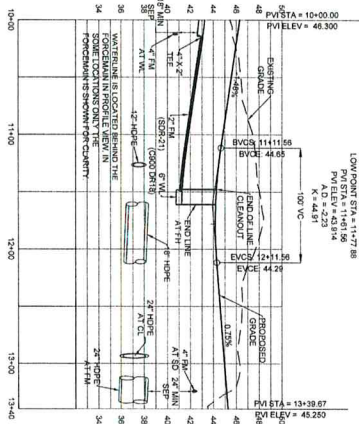
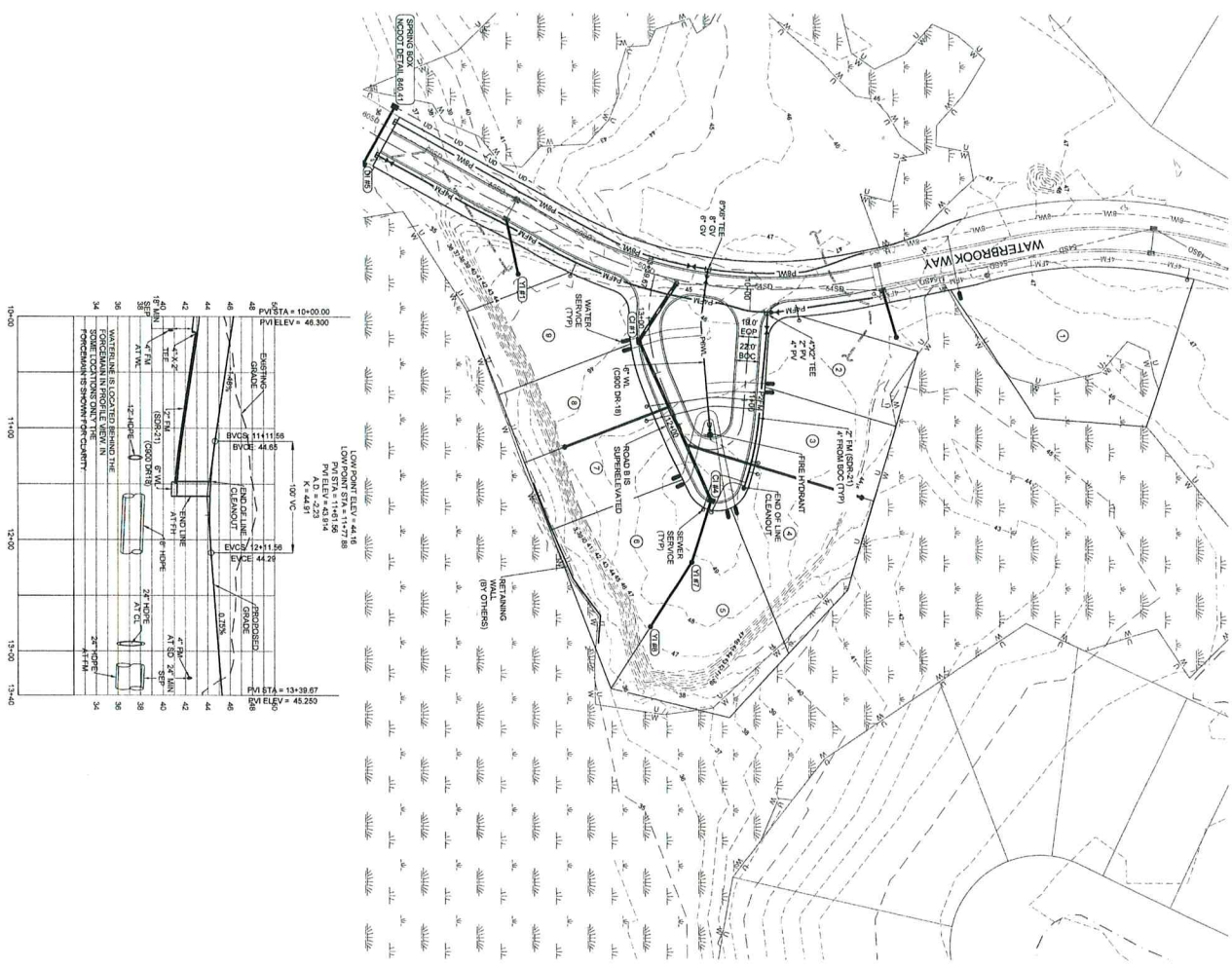
**CAPE FEAR
ENGINEERING**
151 P. O. Box 100, Blount, NC 28405
TEL: 919.383.1044 FAX: 919.383.1045
www.capefeareng.com
N.C. LICENSE # 112318

CAMERON WOODS
PHASE 3B

WATERBROOK WAY
SITE & UTILITY PLAN
STA. 37+00 TO 41+70

427-03B AS101

THIS MAP IS NOT A CERTIFIED
SURVEY AND HAS NOT BEEN
REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR
COMPLIANCE WITH ANY APPLICABLE
LAND DEVELOPMENT REGULATIONS.



NOTE: ROAD B IS UNIMPAVED

PROJECT LOCATION
VICINITY MAP

SEE SHEET A-01 FOR GENERAL NOTES AND LEGEND

FINAL WATER AND
SEWER AS-BUILTS

REV	DESCRIPTION	DATE
0	FINAL WATER AND SEWER AS-BUILTS	

**CAPE FEAR
ENGINEERING**
151 PINEHURST BLVD. SUITE 100, WILMINGTON, NC 28401
TEL: (910) 382-1044 FAX: (910) 382-1045
N.C. LICENSE # C-0427

**CAMERON WOODS
PHASE 3B**

**ROAD B
SITE & UTILITY PLAN
STA: 10+00 TO 13+40**

427-03B AS102



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # V. - 7.

From:

Bryan Batton

County Attorney - Chatham Glenn Phase 2 Deed Of Dedication

Issue/Action Requested:

Request that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure in Chatham Glenn Phase 2.

Background/Purpose of Request:

Chatham Glenn Development, LLC has submitted a Deed of Dedication for water and sewer infrastructure in Chatham Glenn Phase 2. The lines have been tested and approved and are ready to be incorporated into our utility system.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

\$ 109,847.40 for water

\$ 250,000.00 for sewer

Approved By County Attorney:

Yes

County Attorney's Recommendation:

To accept the Deed of Dedication for water and sewer infrastructure from Chatham Glenn Developers.

County Manager's Recommendation:

Recommend that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure in Chatham Glenn Phase 2.

ATTACHMENTS:

Description

- Chatham Glenn Phase 2 DOD

All of the sewer lines and water lines and equipment shown on the survey map or plat attached hereto as Exhibit "A".

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

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

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

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

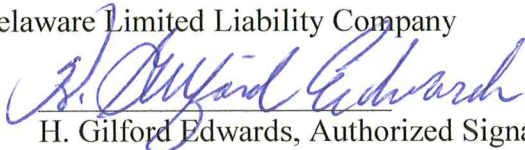
Signature page to follow.

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

CHATHAM GLENN DEVELOPMENT, LLC

A Delaware Limited Liability Company

By:



H. Gilford Edwards, Authorized Signatory; or
Ralph R. Teal, Jr., Authorized Signatory

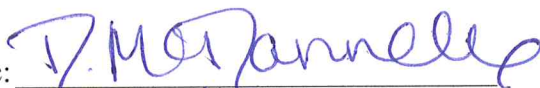
Horry County, State of SC

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: H. Gilford Edwards.

Date: 10/15/2018

My Commission Expires: 2/3/2025

Notary Public:



Print Name:

Deirdre McDonnell

[Affix Notary Stamp or Seal below]



EXHIBIT “A”

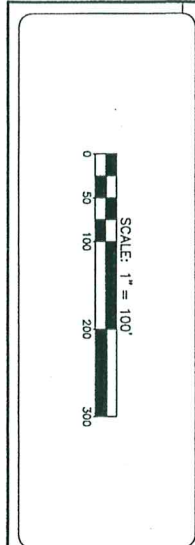
ACCEPTANCE OF DEED OF DEDICATION

This Deed of Dedication and accompanying Affidavit for Chatham Glenn Development, LLC, was accepted by the Brunswick County Board of Commissioners on the ____ day of _____, 20____.

Brunswick County Board of Commissioners

_____, Chairman

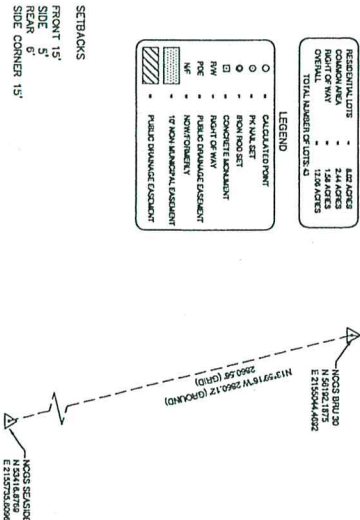
_____, Clerk to the Board



McKIM & CREED
243 NORTH FRONT STREET
WILMINGTON, NORTH CAROLINA 28401
TELEPHONE: (910) 343-1048
FAX: (910) 251-8282
NORTH CAROLINA FIRM LICENSE NUMBER: P-1222

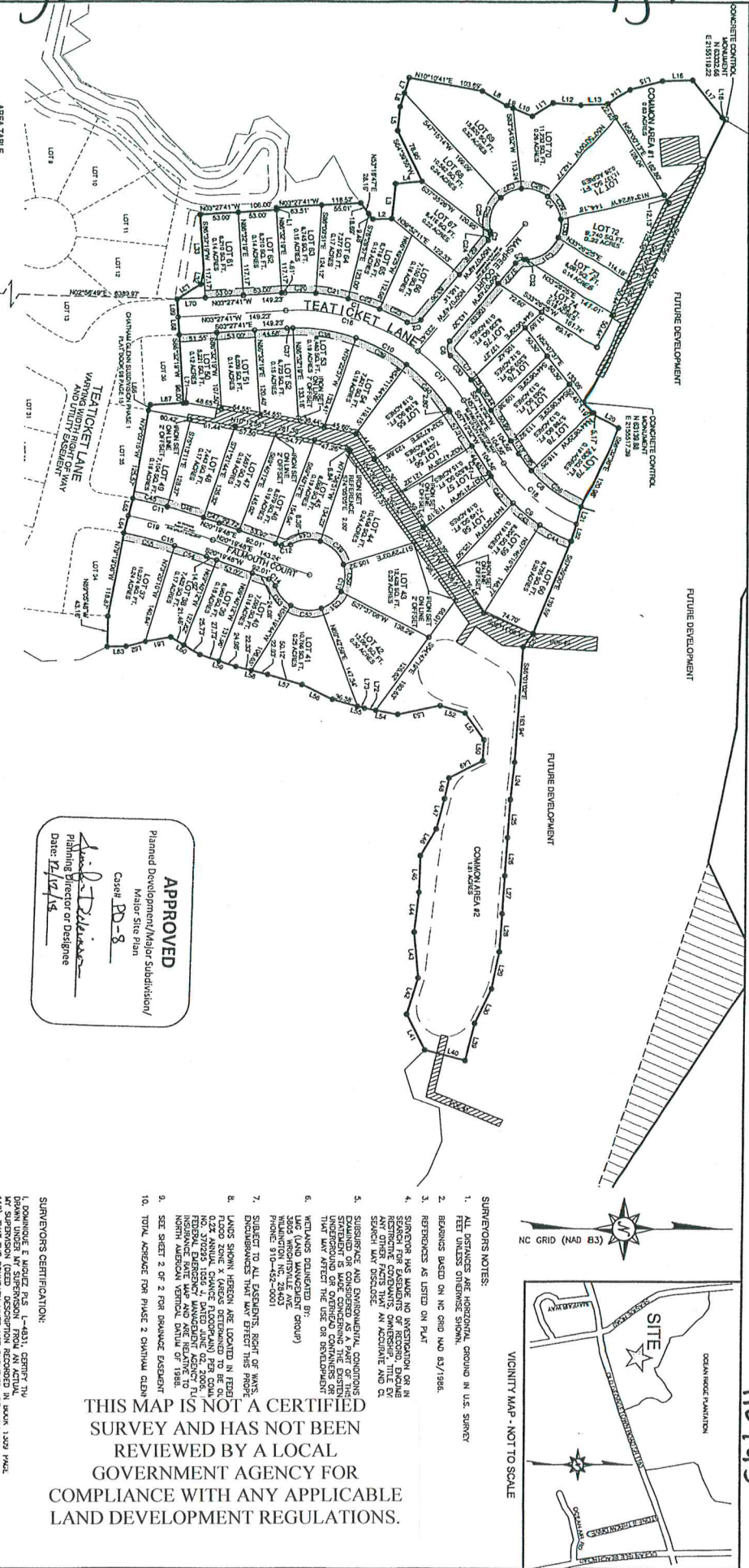
CHATHAM GLENN SUBDIVISION PHASE 2
FOR
CHATHAM GLENN DEVELOPMENT, LLC
DEED BOOK 9819 PAGE 1111
CLIENT: REALSTAR COMMUNITIES LLC
SHALLOTTE TOWNSHIP, BRUNSWICK COUNTY, NORTH CAROLINA
MARCH 3, 2017 REVISED 12/10/2018

JOB NUMBER: 0716-003
SCALE: 1" = 100'
CAD NUMBER: x3101-0716003-042
FILES: DEX
PARTY CHIEF: LJP
CAD TECH: ACS
FIELD BOOK/PAGE: FB/P3
DRAWING NUMBER: 2017-017
SHEET 1 OF 2

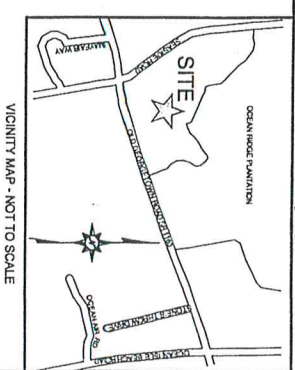


STATE OF NORTH CAROLINA, COUNTY OF BRUNSWICK
Planned Development/Major Subdivision
Major Site Plan
Case: PD-8
Planning Director or Designer
Date: 12/10/18
APPROVED
Planned Development/Major Subdivision/
Major Site Plan
Case: PD-8
Planning Director or Designer
Date: 12/10/18

REGISTER OF DEEDS
BRUNSWICK COUNTY, NC
12-12-2018
Deed Book 9819 Page 1111
CHATHAM GLENN DEVELOPMENT, LLC
REALSTAR COMMUNITIES LLC
SHALLOTTE TOWNSHIP, BRUNSWICK COUNTY, NORTH CAROLINA
MARCH 3, 2017 REVISED 12/10/2018



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



EXPERIMENT 10 DATA		
LINE #	REASON	LENGTH
E1	NONZERO/0	6.25
E2	NONZERO/0	5.00
E3	NONZERO/0	7.50
E4	NONZERO/0	7.50
E5	NONZERO/0	10.00
E6	NONZERO/0	10.00
E7	NONZERO/0	6.25
E8	NONZERO/0	5.00
E9	NONZERO/0	6.25
E10	NONZERO/0	5.00
E11	NONZERO/0	7.50
E12	NONZERO/0	5.00
E13	NONZERO/0	6.25
E14	NONZERO/0	12.50
E15	NONZERO/0	7.50
E16	NONZERO/0	5.00
E17	NONZERO/0	10.00
E18	NONZERO/0	7.50
E19	NONZERO/0	4.00
E20	NONZERO/0	3.25
E21	NONZERO/0	10.00

LINE #	REMARKS	LENGTH
E21	564'70"NW	208.61
E22	564'70"NW	208.61
E23	510'70"NW	284.54
E24	510'70"NW	10.67
E25	N107°59'E	30.45
E26	N107°59'E	20.07
E27	N107°59'E	109.15
E28	N107°59'E	254.66
E29	N107°59'E	71.17
E30	N107°59'E	71.17
E31	S69°27'W	91.67
E32	S69°27'W	20.07
E33	S21°41'W	118.87
E34	N107°59'E	82.86
E35	N107°59'E	26.17
E36	N107°59'E	10.67
E37	S107°59'E	10.67
E38	N107°59'E	54.07
E39	N107°59'E	10.67
E40	S107°59'E	10.17

LINE TABLE		
LINE#	READING	LENGTH
L1	500270179V	2.82
L2	501101019V	25.82
L3	501101019V	25.82
L4	501101019V	25.82
L5	501101019V	25.82
L6	501101019V	25.82
L7	501101019V	25.82
L8	501101019V	25.82
L9	501101019V	25.82
L10	501101019V	25.18
L11	501101019V	34.81
L12	501101019V	30.81
L13	501101019V	22.14
L14	501101019V	37.39
L15	501101019V	46.06
L16	501101019V	41.46
L17	501101019V	66.09
L18	501101019V	5.54
L19	501101019V	5.54
L20	501101019V	11.85
L21	501101019V	35.77
L22	501101019V	25.07
L23	501101019V	25.17
L24	501101019V	20.52
L25	501101019V	33.47
L26	501101019V	33.47

LINE TABLE		
LINE#	REMARK	LENGTH
L26	580*14*17E	52.84
L27	580*13*17E	52.84
L28	580*13*16E	52.84
L29	579*13*17E	52.85
L30	579*14*16E	54.05
L31	579*14*17E	54.05
L32	578*13*16E	52.86
L33	578*13*17E	52.86
L34	580*2*13E	78.65
L35	578*2*13E	78.65
L36	578*2*16E	52.85
L37	578*2*17E	52.85
L41	500*11*17E	56.16
L42	500*11*15E	52.66
L43	500*11*16E	54.65
L44	500*12*17E	60.77
L45	500*13*17E	51.07
L46	500*13*16E	42.64
L47	500*13*15E	44.57
L48	475*13*16E	35.04
L49	475*13*15E	35.04
L50	460*10*15E	30.81
L51	550*4*17E	46.97
L52	519*4*16E	38.47
L53	519*4*17E	40.07
L54	519*4*15E	42.87
L55	519*13*17E	46.96

LINE#	LINE	ITEM	LENGTH
L66	5053.21	1467W	47.65
L67	9116.54	127E	50.17E
L68	9114.90	67W	45.85
L69	9185.53	67W	52.77E
L80	5315.97	71E	47.18
L81	5097.97	71E	38.14
L82	612.53	71E	32.16
L83	5007.72	E	25.05
L84	7131.46	W	25.05
L85	N731.34	W	25.05
L86	N731.35	W	8.82
L87	N057.41	W	45.87
L88	5082.19	W	25.05
L89	5082.19	W	25.05
L90	N057.41	W	38.67
L91	5007.97	E	4.35
L92	5140.13	W	15.77
L93	5151.54	W	10.85

CURVE TABLE				CURVE TABLE			
C/D	CURVE	ROADS	LANE(S)	TAXES	REBELL	CHOD	D/L A
C1	300.07	178.07	81.97	515.07	515.07	178.07	335.07
C2	150.07	21.27	12.27	607.07	607.07	13.27	607.07
C3	150.07	13.27	12.27	507.07	507.07	13.27	507.07
C4	500.07	247.07	70.07	527.07	527.07	13.27	527.07
C5	150.07	13.27	20.27	527.07	527.07	13.27	527.07
C6	150.07	22.17	13.27	507.07	507.07	20.27	507.07
C7	300.07	116.07	31.27	517.07	517.07	13.27	517.07
C8	200.07	116.07	30.17	517.07	517.07	13.27	517.07
C9	200.07	116.07	30.17	517.07	517.07	13.27	517.07
C10	200.07	204.77	14.27	507.07	507.07	14.27	507.07
C11	750.07	126.07	63.07	517.07	517.07	13.27	517.07
C12	150.07	7.27	13.27	507.07	507.07	13.27	507.07
C13	50.07	24.27	30.07	507.07	507.07	13.27	507.07
C14	150.07	7.27	13.27	507.07	507.07	13.27	507.07
C15	750.07	126.07	63.07	517.07	517.07	13.27	517.07
C16	275.07	126.07	63.07	517.07	517.07	13.27	517.07
C17	275.07	64.27	47.27	517.07	517.07	13.27	517.07
C18	250.07	64.27	60.27	517.07	517.07	13.27	517.07
C19	750.07	126.07	63.07	517.07	517.07	13.27	517.07
C20	300.07	43.27	21.27	500.07	500.07	43.27	500.07

CURVE TABLE					
CHAVE	HAUSA	LENGTH	FAKEM	BEARING	COORD.
					UTM
C21	300.07	46.27	231.8	507132.0	46.27
C22	300.07	46.14	218.12	510254.0	46.14
C23	300.07	46.14	218.12	520241.0	46.14
C24	15.67	4.17	2.67	565745.0	4.17
C25	15.67	4.17	2.67	565745.0	4.17
C26	15.67	4.17	2.67	565745.0	4.17
C27	30.07	11.88	28.82	572745.0	11.88
C28	30.07	11.88	28.82	572745.0	11.88
C29	30.07	11.88	28.82	572745.0	11.88
C30	30.07	11.88	28.82	572745.0	11.88
C31	50.07	36.37	13.65	582745.0	36.37
C32	50.07	36.37	13.65	582745.0	36.37
C33	50.07	36.37	13.65	582745.0	36.37
C34	50.07	36.37	13.65	582745.0	36.37
C35	50.07	36.37	13.65	582745.0	36.37
C36	50.07	36.37	13.65	582745.0	36.37
C37	50.07	36.37	13.65	582745.0	36.37
C38	50.07	36.37	13.65	582745.0	36.37
C39	50.07	36.37	13.65	582745.0	36.37
C40	50.07	36.37	13.65	582745.0	36.37
C41	50.07	36.37	13.65	582745.0	36.37
C42	50.07	36.37	13.65	582745.0	36.37
C43	50.07	36.37	13.65	582745.0	36.37
C44	50.07	36.37	13.65	582745.0	36.37
C45	50.07	36.37	13.65	582745.0	36.37
C46	50.07	36.37	13.65	582745.0	36.37
C47	50.07	36.37	13.65	582745.0	36.37
C48	50.07	36.37	13.65	582745.0	36.37
C49	50.07	36.37	13.65	582745.0	36.37
C50	50.07	36.37	13.65	582745.0	36.37
C51	50.07	36.37	13.65	582745.0	36.37
C52	50.07	36.37	13.65	582745.0	36.37
C53	50.07	36.37	13.65	582745.0	36.37
C54	50.07	36.37	13.65	582745.0	36.37
C55	50.07	36.37	13.65	582745.0	36.37
C56	50.07	36.37	13.65	582745.0	36.37
C57	50.07	36.37	13.65	582745.0	36.37
C58	50.07	36.37	13.65	582745.0	36.37
C59	50.07	36.37	13.65	582745.0	36.37
C60	50.07	36.37	13.65	582745.0	36.37
C61	50.07	36.37	13.65	582745.0	36.37
C62	50.07	36.37	13.65	582745.0	36.37
C63	50.07	36.37	13.65	582745.0	36.37
C64	50.07	36.37	13.65	582745.0	36.37
C65	50.07	36.37	13.65	582745.0	36.37
C66	50.07	36.37	13.65	582745.0	36.37
C67	50.07	36.37	13.65	582745.0	36.37
C68	50.07	36.37	13.65	582745.0	36.37
C69	50.07	36.37	13.65	582745.0	36.37
C70	50.07	36.37	13.65	582745.0	36.37
C71	50.07	36.37	13.65	582745.0	36.37
C72	50.07	36.37	13.65	582745.0	36.37
C73	50.07	36.37	13.65	582745.0	36.37
C74	50.07	36.37	13.65	582745.0	36.37
C75	50.07	36.37	13.65	582745.0	36.37

COURT DATE						
CARE	STATUS	LENGTH	WARRANT	DEBING	CHORD	DELYA
C41	50.07	5.82	2.96	16/05/17/16	5.82	17/01/17
C42	50.07	4.82	2.82	16/07/17/16	4.82	17/01/17
C43	50.07	4.82	2.82	16/07/17/16	4.82	17/01/17
C44	50.07	5.82	2.82	16/07/17/16	5.82	17/01/17
C45	50.07	5.82	2.82	16/07/17/16	5.82	17/01/17
C46	50.07	5.82	2.82	16/07/17/16	5.82	17/01/17
C47	77.68	22.19	20.10	16/07/17/16	52.17	27/07/17
C48	50.07	4.82	2.82	16/05/17/16	4.82	17/01/17
C49	50.07	4.82	2.82	16/05/17/16	4.82	17/01/17
C50	50.07	30.88	23.75	16/05/17/16	43.78	17/02/17
C51	50.07	30.88	23.75	16/05/17/16	43.78	17/02/17
C52	50.07	44.47	33.42	16/01/17/16	43.82	17/03/17
C53	50.07	30.87	23.67	16/01/17/16	43.82	17/02/17
C54	72.57	48.37	32.67	16/05/17/16	48.38	17/02/17
C55	72.57	37.37	31.66	16/05/17/16	48.38	17/02/17



THIS MAP IS NOT A CERTIFIED
SURVEY AND HAS NOT BEEN
REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR
COMPLIANCE WITH ANY APPLICABLE
LAND DEVELOPMENT REGULATIONS.

110 | 960

8/10/21

REMOVED: THIS MAP SUPERSEDES SUBDIVISION PLAT RECORDED IN
MAP CABINET 110 PAGE 81 DUE TO HARVICH COURT NAME
CHANGED TO MASHPEE COURT.

JOB NUMBER:
SCALE:

CAD NUMBER:
PLS:

PARTY CHIEF:
CAD TECH:

FIELD BOOK/F
DRAWING NIN

SH

CHATHAM GLENN SUBDIVISION PHASE 2
FOR

DEED BOOK 3819 PAGE 1111

CLIENT: REALSTAR COMMUNITIES LLC
SHALLOTTE TOWNSHIP, BRUNSWICK COUNTY, NORTH CAROLINA

MARCH 3, 2017 REVISED 12/10/2018



McKIM & CREED
243 NORTH FRONT STREET

WILMINGTON, NORTH CAROLINA 28401
TELEPHONE: (910) 343-1048
FAX: (910) 343-1049

FAX: (910) 251-8282
NORTH CAROLINA FIRM LICENSE NUMBER: F-1222

JOB NUMBER:
SCALE:

CAD NUMBER:
PLS:

PARTY CHIEF:
CAD TECH:

FIELD BOOK/F
DRAWING NIN

SH

AFFIDAVIT

Signature page to follow.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer, this 15th day of OCTOBER, 20 18.

CHATHAM GLENN DEVELOPMENT, LLC
A Delaware Limited Liability Company

By:

H. Gilford Edwards
H. Gilford Edwards, Authorized Signatory

Horry County, State of SC

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: H. Gilford Edwards.

Date: 10/15/2018 My Commission Expires: 2/3/2025

Notary Public:

Print Name:

Dendree McDonnell
Dendree McDonnell

[Affix Notary Stamp or Seal below]



EXHIBIT “A”



APPROVED
Planned Development/Major Subdivision/
Major Site Plan
Case# PD-8
Michael T. DeLeon
Planning Director or Designee
Date: 12/17/18

4. SURETAKER HAS MADE NO INVESTIGATION OR RESEARCH OF ANY KIND TO DETERMINE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, OR THE TITLE OF ANY OTHER PARTY THAT MAY ACQUIRE AND USE THE INFORMATION CONTAINED HEREIN.
5. SURETAKER HAS NO KNOWLEDGE OF ANY OTHER PERSONS OR ORGANIZATIONS WHOSE INTERESTS IN THE PROPERTY DESCRIBED OR ANY INFORMATION CONTAINED HEREIN MAY BE ADVERSELY AFFECTED BY THE EXISTENCE OF THE INFORMATION CONTAINED HEREIN.
6. WETLANDS MANAGED BY:
3805 WINGFIELD AVE.
HAMILTON, NC 28040
PHONE: 315-585-2800
7. SUBJECT TO ALL EASEMENTS, RIGHT OF MINES, EASEMENTS AND OTHER RIGHTS THAT MAY BE APPLICABLE TO THE LAND DESCRIBED HEREIN.
8. LANDS SHOWN HEREON ARE LOCATED IN THE 1/4 SECTION 36, T10N, R10E, E1/2, S1/2, NW 1/4, 0.2% ANNUAL CHANCE FLOODPLAIN PER GAO, NO. 370295 106-4, DATED JUNE 02, 2005, AND ARE NOT SUBJECT TO ANY FEDERAL, STATE OR INSURANCE RISK MAP AND ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988.
9. SEE SHEET 2 OF 2 FOR GRANDE ELEVATION
10. TOTAL ACRES FOR PHASE 2 CANTALINA CREEK

SURVEYORS NOTES:

VICINITY MAP - NOT TO SCALE

110195



McKIM & CREED
243 NORTH FRONT STREET

243 NORTH FRONT STREET
WILLMINGTON, NORTH CAROLINA 28401
TELEPHONE: (910) 343-1048
FAX: (910) 251-8282
NORTH CAROLINA FIRM LICENSE NUMBER: F-1222

CHATHAM GLENN SUBDIVISION PHASE 2


FOR
CHATHAM GLENN DEVELOPMENT, LLC

DEED BOOK 3819 PAGE 1111

CLIENT: REALTAR COMMUNITIES LLC
SHALLOTTE TOWNSHIP, BRUNSWICK COUNTY, NORTH CAROLINA

MARCH 3, 2017 REVISED 12/10/2018

B0110 P0095 12-12-2018
Brenda N. Clemmons, Plat
Brunswick County, NC Register of Deeds page 1 of 2

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS
 DAY OF DECEMBER AD 2018

 DOWNUMBE E. WORLEY
 PROFESSIONAL LAND SURVEYOR
 L-14831
 RECEIVED THAT MY SUPERVISORS SUBVISION PLAT RECORDED IN
 MAPS AND RECORDS OF THE COUNTY OF HARRISON COUNTY NAME
 CHANGED TO MASTER COURT

SCALE:	1" = 100'
CAD NUMBER:	vs101-071160003-ph2
PLS:	DEM

BOOK/PAGE: _____ FB/PG _____
NUMBER: _____ 2017-017
SHEET 1 OF 2

LINE #	BEARING	LENGTH
E1	S89°03'00"W	42.42'
E2	S89°03'00"W	5.07'
E3	S89°03'00"W	79.38'
E4	S89°03'00"W	20.44'
E5	N89°03'00"W	180.88'
E6	N89°03'00"W	64.36'
E7	N89°03'00"W	50.81'
E8	S89°03'00"W	38.87'
E9	S89°03'00"W	54.02'
E10	N89°03'00"W	30.02'
E11	N89°03'00"W	30.02'
E12	N89°03'00"W	30.02'
E13	S89°03'00"W	17.47'
E14	S89°03'00"W	20.44'
E15	S89°03'00"W	5.07'
E16	S89°03'00"W	100.02'
E17	S89°03'00"W	28.10'
E18	S89°03'00"W	46.88'
E19	S89°03'00"W	22.42'
E20	S89°03'00"W	10.02'

LINE #	BEARING	LENGTH
E21	N89°03'00"W	31.77'
E22	S89°03'00"W	28.81'
E23	S89°03'00"W	28.81'
E24	S89°03'00"W	28.81'
E25	N89°03'00"W	10.02'
E26	N89°03'00"W	38.84'
E27	N89°03'00"W	20.07'
E28	N89°03'00"W	199.15'
E29	N89°03'00"W	224.86'
E30	N89°03'00"W	73.82'
E31	N89°03'00"W	78.17'
E32	N89°03'00"W	97.57'
E33	S89°03'00"W	20.07'
E34	N89°03'00"W	110.69'
E35	N89°03'00"W	62.88'
E36	N89°03'00"W	26.17'
E37	S89°03'00"W	10.02'
E38	S89°03'00"W	28.44'
E39	S89°03'00"W	100.82'
E40	S89°03'00"W	16.17'

LINE #	BEARING	LENGTH
L1	S89°03'00"W	2.85'
L2	N89°03'00"W	25.88'
L3	N89°03'00"W	48.88'
L4	N89°03'00"W	38.88'
L5	N89°03'00"W	30.88'
L6	N89°03'00"W	22.88'
L7	N89°03'00"W	14.88'
L8	N89°03'00"W	6.88'
L9	N89°03'00"W	2.88'
L10	N89°03'00"W	2.88'
L11	N89°03'00"W	2.88'
L12	N89°03'00"W	2.88'
L13	N89°03'00"W	2.88'
L14	N89°03'00"W	2.88'
L15	N89°03'00"W	2.88'
L16	N89°03'00"W	2.88'
L17	N89°03'00"W	2.88'
L18	N89°03'00"W	2.88'
L19	N89°03'00"W	2.88'
L20	N89°03'00"W	2.88'
L21	N89°03'00"W	2.88'
L22	N89°03'00"W	2.88'
L23	N89°03'00"W	2.88'
L24	N89°03'00"W	2.88'
L25	N89°03'00"W	2.88'

LINE #	BEARING	LENGTH
L26	S89°03'00"W	2.88'
L27	S89°03'00"W	2.88'
L28	S89°03'00"W	2.88'
L29	S89°03'00"W	2.88'
L30	S89°03'00"W	2.88'
L31	S89°03'00"W	2.88'
L32	S89°03'00"W	2.88'
L33	S89°03'00"W	2.88'
L34	S89°03'00"W	2.88'
L35	S89°03'00"W	2.88'
L36	S89°03'00"W	2.88'
L37	S89°03'00"W	2.88'
L38	S89°03'00"W	2.88'
L39	S89°03'00"W	2.88'
L40	S89°03'00"W	2.88'
L41	S89°03'00"W	2.88'
L42	S89°03'00"W	2.88'
L43	S89°03'00"W	2.88'
L44	S89°03'00"W	2.88'
L45	S89°03'00"W	2.88'
L46	S89°03'00"W	2.88'
L47	S89°03'00"W	2.88'
L48	S89°03'00"W	2.88'
L49	S89°03'00"W	2.88'
L50	S89°03'00"W	2.88'
L51	S89°03'00"W	2.88'
L52	S89°03'00"W	2.88'
L53	S89°03'00"W	2.88'
L54	S89°03'00"W	2.88'
L55	S89°03'00"W	2.88'
L56	S89°03'00"W	2.88'

LINE #	BEARING	LENGTH
L57	S89°03'00"W	2.88'
L58	S89°03'00"W	2.88'
L59	S89°03'00"W	2.88'
L60	S89°03'00"W	2.88'
L61	S89°03'00"W	2.88'
L62	S89°03'00"W	2.88'
L63	S89°03'00"W	2.88'
L64	S89°03'00"W	2.88'
L65	S89°03'00"W	2.88'
L66	S89°03'00"W	2.88'
L67	S89°03'00"W	2.88'
L68	S89°03'00"W	2.88'
L69	S89°03'00"W	2.88'
L70	S89°03'00"W	2.88'
L71	S89°03'00"W	2.88'
L72	S89°03'00"W	2.88'
L73	S89°03'00"W	2.88'

CURVE	RADIUS	LENGTH	TANGENT	BEARING	CHORD	DELTA
C1	150.00'	178.02'	91.70'	S17°03'00"W	178.02'	32°03'00"
C2	150.00'	21.12'	12.74'	N89°03'00"W	178.02'	32°03'00"
C3	150.00'	13.82'	7.32'	N89°03'00"W	13.82'	89°03'00"
C4	150.00'	247.87'	38.04'	S89°03'00"W	13.82'	89°03'00"
C5	150.00'	13.82'	7.32'	N89°03'00"W	13.82'	89°03'00"
C6	150.00'	247.87'	38.04'	S89°03'00"W	13.82'	89°03'00"
C7	150.00'	13.82'	7.32'	N89°03'00"W	13.82'	89°03'00"
C8	150.00'	247.87'	38.04'	S89°03'00"W	13.82'	89°03'00"
C9	150.00'	13.82'	7.32'	N89°03'00"W	13.82'	89°03'00"
C10	150.00'	247.87'	38.04'	S89°03'00"W	13.82'	89°03'00"
C11	150.00'	13.82'	7.32'	N89°03'00"W	13.82'	89°03'00"
C12	150.00'	247.87'	38.04'	S89°03'00"W	13.82'	89°03'00"
C13	150.00'	13.82'	7.32'	N89°03'00"W	13.82'	89°03'00"
C14	150.00'	247.87'	38.04'	S89°03'00"W	13.82'	89°03'00"
C15	150.00'	13.82'	7.32'	N89°03'00"W	13.82'	89°03'00"
C16	150.00'	247.87'	38.04'	S89°03'00"W	13.82'	89°03'00"
C17	150.00'	13.82'	7.32'	N89°03'00"W	13.82'	89°03'00"
C18	150.00'	247.87'	38.04'	S89°03'00"W	13.82'	89°03'00"
C19	150.00'	13.82'	7.32'	N89°03'00"W	13.82'	89°03'00"
C20	150.00'	247.87'	38.04'	S89°03'00"W	13.82'	89°03'00"

CURVE	RADIUS	LENGTH	TANGENT	BEARING	CHORD	DELTA
C21	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C22	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C23	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C24	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C25	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C26	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C27	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C28	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C29	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C30	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C31	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C32	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C33	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C34	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C35	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C36	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C37	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C38	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C39	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C40	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"

CURVE	RADIUS	LENGTH	TANGENT	BEARING	CHORD	DELTA
C41	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C42	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C43	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C44	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C45	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C46	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C47	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C48	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C49	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C50	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C51	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C52	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C53	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C54	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C55	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C56	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C57	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C58	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C59	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"
C60	150.00'	46.27'	23.16'	S89°03'00"W	46.27'	89°03'00"



McKIM & CREED
243 NORTH FRONT STREET
WILMINGTON, NORTH CAROLINA 28401
TELEPHONE: (910) 343-1048
FAX: (910) 251-8282
NORTH CAROLINA FIRM LICENSE NUMBER: F-1222

CHATHAM GLENN SUBDIVISION PHASE 2
FOR
CHATHAM GLENN DEVELOPMENT, LLC
DEED BOOK 3819 PAGE 1111
CLIENT: REALSTAR COMMUNITIES LLC
SHALLOTTE TOWNSHIP, BRUNSWICK COUNTY, NORTH CAROLINA
MARCH 3, 2017 REVISED 12/10/2018

JOB NUMBER: 07116-0003
SCALE: 1" = 100'
CADD NUMBER: x3101-071160003-002
DESIGNER: LJP/PS
PARTY CHIEF: LJP/PS
CADD TECH: LJP/PS
FIELD BOOK/PAGE: FB/PS
DRAWING NUMBER: 201/017
SHEET 2 OF 2

REVIEW: THIS MAP SURVEYED SUBDIVISION PLAT RECORDED IN CHATHAM COUNTY, NC REGISTER OF DEEDS PAGE 96 2



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

110196



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # V. - 8.

From:

Bryan Batton

County Attorney - Knollwood at St. James Deed Of Dedication

Issue/Action Requested:

Request that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure in Knollwood at St. James Lots 1-12.

Background/Purpose of Request:

Reserve Development Co., LLC has submitted a Deed of Dedication for water and sewer infrastructure in Knollwood at St. James, Lot 1-12. The lines have been tested and approved and are ready to be incorporated into our utility system.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

\$ 77,815.00 for water

\$ 65,250.00 for sewer

Approved By County Attorney:

Yes

County Attorney's Recommendation:

To accept the Deed of Dedication for water and sewer infrastructure from Reserve Development Co., LLC.

County Manager's Recommendation:

Recommend that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure in Knollwood at St. James Lots 1-12.

ATTACHMENTS:

Description

- ☐ Knollwood at St. James Deed of Dedication

Deed of Dedication

Description for Index: Water/Sewer Lines in St. James Plantation
 Knollwood at St. James Plantation Lot 1-12 (Formally MF-7)

NORTH CAROLINA – BRUNSWICK COUNTY

THIS DEED is made on _____, 2018, by and between **Reserve Development Co., LLC**, a North Carolina limited liability company (“Grantor”), and **Brunswick County**, a county of the State of North Carolina with an address of P.O. Box 249, Bolivia, North Carolina 28422 (“Grantee”).

WITNESSETH:

WHEREAS, Grantor is the developer of certain land located in St. James Plantation in Brunswick County, North Carolina, and Grantor has caused to be installed water distribution lines, sewer collection lines, and service connection boxes under and within the following described property:

The private street rights of way of Knollwood Circle and Mornington Drive as shown on that plat of **Knollwood at St. James Plantation, Lots 1-12**, recorded in Map Cabinet 110 at Pages 87, Brunswick County Registry, and a utility easement extending five feet (10’) beyond the edges of such rights of way.

WHEREAS, Grantor wishes to obtain water and sewer service for such property from Grantee, and to make water and sewer service from Grantee’s system available to the individual lot owners of the adjacent subdivision; and

Prepared by St. James Plantation, PO Box 10879, Southport, NC 28461
Please Return to St. James Plantation, PO Box 10879, Southport, NC 28461
Attention: Bobby Masters

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

NOW THEREFORE, Grantor, in consideration of Grantee accepting said water and sewer systems and making water and sewer service available to said subdivision, does hereby convey and grant to Grantee, its lawful successors and assigns, the following described property:

1. Water and Sewer Lines. All of the water distribution lines, sewer collection lines, service connection boxes, and any other water and sewer equipment located under, along and within the above described private street rights of way and adjacent utility easement.

2. Easement. A nonexclusive easement over, upon and under the above described private street rights of way and adjacent utility easement for purposes of entry into the subdivision for maintenance, repair and upkeep of the water distribution system and sewer collection system, and for connecting the same to the individual lots or parcels developed or to be developed adjacent to said private streets.

TO HAVE AND TO HOLD said water distribution lines, sewer collection lines, service connection boxes, and nonexclusive easement, together with the privileges and appurtenances thereto belonging, to Grantee forever.

And Grantor does hereby covenant that it is seized of said water distribution lines, sewer collection lines, service connection boxes, and nonexclusive easement, and has the right to convey and grant the same, that the same are free and clear of all encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

Grantor warrants to Grantee that the water and sewer systems herein conveyed are of good quality and are free from faults and defects, and confirm to as-built drawings. Grantor warrants said systems for a period of one year from the date this instrument is recorded in the Brunswick County Registry.

The above described private street rights of way have been or will be conveyed to St. James Plantation Property Owners' Association, Inc., a North Carolina nonprofit corporation, and Grantor has or will reserve unto itself, its successors and assigns, a nonexclusive easement for ingress, egress and regress, and for the installation and maintenance of drainage facilities and utilities (including irrigation), over, upon and under said private street rights of way and adjacent utility easement, which nonexclusive easement may be assigned in whole or in part. Grantor, for itself, its successors and assigns, reserves the right to grant additional nonexclusive easements and to otherwise use the subject property for such purposes as it deems appropriate.

[Remainder of Page Intentionally Left Blank]

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

Reserve Development Co., LLC

By: Robert F. Masters
Robert F. Masters, Authorized Agent

BRUNSWICK COUNTY – NORTH CAROLINA

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Robert F. Masters

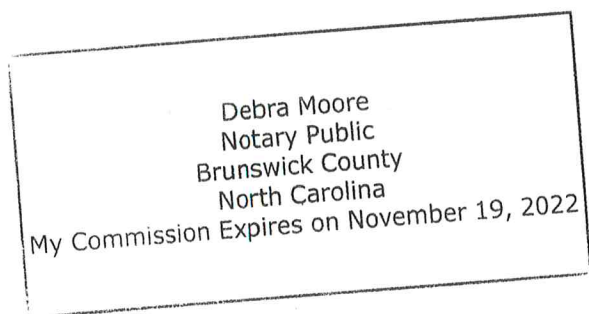
Date: 12-28, 2018

(Official Seal)

Debra Moore
Official Signature of Notary

Debra Moore, Notary Public
Printed or typed name

My commission expires: 11-19-22



ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for RESERVE DEVELOPMENT CO., LLC was accepted by the Brunswick County Board of Commissioners on the ____ day of _____, 2018.

Brunswick County Board of Commissioners

_____, Chair

Clerk to the Board

Map Cabinet 110 Page 87 12-6-18 MK

CERTIFICATE OF APPROVAL FOR RECORDING
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN
HEREON IS IN ACCORDANCE WITH THE SUBDIVISION
REGULATIONS OF THE TOWN OF ST. JAMES
AND THAT THIS PLAT HAS BEEN APPROVED FOR
RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS
OF BRUNSWICK COUNTY, NC. THIS APPROVAL IS VALID FOR
THE DATE OF THE TOWN CLERK'S SIGNATURE.
TOWN CLERK, TOWN OF ST. JAMES DATE: 12/6/18

LEGEND
O OFF NO. 5 IRON ROD FOUND
O NO. 5 IRON ROD SET
--- SETBACK LINE
--- EASEMENT LINE



PARCEL INFO
AREA: 236,065 SF ± 5.42 AC ±
COMMON AREA: 154,322 SF ± 3.54 AC ±
RIGHT OF WAY: 44,412 SF ± 1.02 AC ±
TOTAL AREA: 280,387 SF ± 6.36 AC ±
OWNER: RESERVE DEVELOPMENT CO. LLC
SOUTHPORT, NC 28461-0879
DEED BOOK: 03201
PLAT BOOK: 0030
PLAT PAGE: 001

ST. JAMES PLANTATION POA INC.
DB 3898 PG 618
MC 58 PG 88
20' OR S' FROM WETLANDS
20' STREET SIDE
REAR

ST. JAMES PLANTATION POA INC.
DB 3898 PG 618
MC 58 PG 88
20' OR S' FROM WETLANDS
20' STREET SIDE
REAR

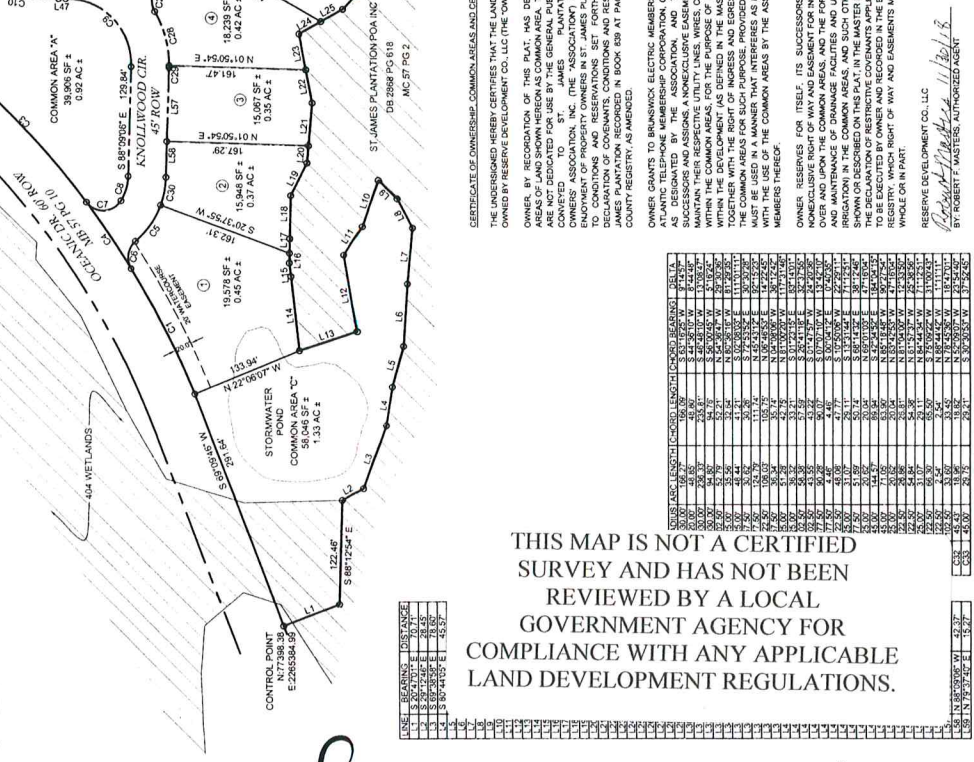
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20' STREET SIDE
REAR

ST. JAMES PLANTATION POA INC.
DB 3898 PG 618
MC 58 PG 88
20' OR S' FROM WETLANDS
20' STREET SIDE
REAR

CERTIFICATE OF OWNERSHIP
THE UNDERSIGNED HEREBY CERTIFIES THAT THE LAND SHOWN HEREON IS OWNED BY RESERVE DEVELOPMENT CO. LLC (THE "OWNER").
RESERVE DEVELOPMENT CO. LLC
DATE: 12-06-2018

CERTIFICATE OF OWNERSHIP
THE UNDERSIGNED HEREBY CERTIFIES THAT THE LAND SHOWN HEREON IS OWNED BY RESERVE DEVELOPMENT CO. LLC (THE "OWNER").
RESERVE DEVELOPMENT CO. LLC
DATE: 12-06-2018

CERTIFICATE OF OWNERSHIP
THE UNDERSIGNED HEREBY CERTIFIES THAT THE LAND SHOWN HEREON IS OWNED BY RESERVE DEVELOPMENT CO. LLC (THE "OWNER").
RESERVE DEVELOPMENT CO. LLC
DATE: 12-06-2018

CERTIFICATE OF OWNERSHIP
THE UNDERSIGNED HEREBY CERTIFIES THAT THE LAND SHOWN HEREON IS OWNED BY RESERVE DEVELOPMENT CO. LLC (THE "OWNER").
RESERVE DEVELOPMENT CO. LLC
DATE: 12-06-2018

CERTIFICATE OF OWNERSHIP
THE UNDERSIGNED HEREBY CERTIFIES THAT THE LAND SHOWN HEREON IS OWNED BY RESERVE DEVELOPMENT CO. LLC (THE "OWNER").
RESERVE DEVELOPMENT CO. LLC
DATE: 12-06-2018

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DATE: 12-06-2018

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

PLAT MAP
KNOLWOOD AT ST. JAMES PLANTATION
FORMERLY MF-7
LOTS 1-12
LOCKWOOD FOLLY TOWNSHIP
BRUNSWICK COUNTY, NC
DATE: 12-06-2018
SCALE: 1"=100'

PLAT MAP
KNOLWOOD AT ST. JAMES PLANTATION
FORMERLY MF-7
LOTS 1-12
LOCKWOOD FOLLY TOWNSHIP
BRUNSWICK COUNTY, NC
DATE: 12-06-2018
SCALE: 1"=100'

Affidavit

Description for Index: Water/Sewer Lines in St. James Plantation
 Knollwood at St. James Plantation Lot 1-12 (Formally MF-7)

NORTH CAROLINA – BRUNSWICK COUNTY

On _____, 2018, **Reserve Development Co., LLC**, a North Carolina limited liability company (“Affiant”), hereby deposes and says as follows:

1. That Affiant is the developer of certain property located in St. James Plantation in Brunswick County, North Carolina, as more particularly described in the Deed of Dedication of water and sewer lines in favor of Brunswick County of even date herewith.

2. That Affiant has caused to be installed water distribution lines, sewer collection lines, and service connection boxes under and within the following described property:

The private street rights of way of Knollwood Circle and Mornington Drive as shown on that plat of **Knollwood at St. James Plantation, Lots 1-12**, recorded in Map Cabinet 110 at Pages 87, Brunswick County Registry, and a utility easement extending five feet (10’) beyond the edges of such rights of way.

3. That all of the work performed in the construction and installation of said water distribution lines, sewer collection lines and service connection boxes has been fully paid for and there are now no liens of any kind including any lien for labor or materials which would in any way jeopardize title of Affiant to the water distribution lines, sewer collection lines, service connection boxes, and nonexclusive easement being conveyed, nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision which would in any way jeopardize title to the water distribution lines, sewer collection lines, service connection boxes, and nonexclusive being conveyed.

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

Reserve Development Co., LLC

By: Robert F. Masters
Robert F. Masters, Authorized Agent

BRUNSWICK COUNTY – NORTH CAROLINA

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Robert F. Masters

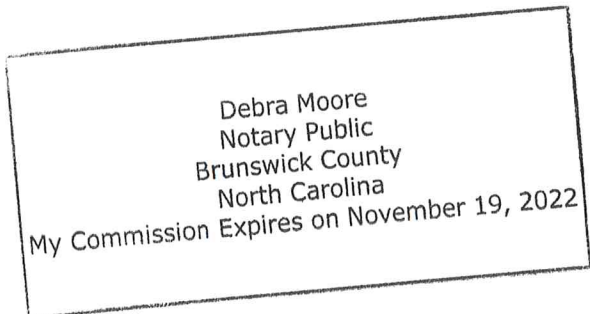
Date: 12-28, 2018

(Official Seal)

Debra Moore
Official Signature of Notary

Debra Moore, Notary Public
Printed or typed name

My commission expires: 11-19-22





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # V. - 9.

From:
Bryan Batton, Asst. County Attorney

County Attorney - Refund Request for Excise Tax

Issue/Action Requested:

Request that the Board of Commissioners direct a refund requested for excise taxes paid in error in the amount of \$355.00.

Background/Purpose of Request:

Per North Carolina law, a tax is paid on the transfer of property to the Register of Deeds in the amount of \$2.00 for every \$1000.00 of the purchase price. Pursuant to N.C.G.S. 105-288.37, Albertelli Law has requested a refund in the amount of \$355.00. A deed was recorded with excise taxes in the amount of \$497.00. Their request states that the correct amount should have been \$142.00. An instrument of correction has already been filed with the Register of Deeds. The request and supporting documents are attached for review.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

To grant the refund and notify the North Carolina Department of Revenue

Advisory Board Recommendation:

The Register of Deeds recommends approval of the refund

County Manager's Recommendation:

Recommend that the Board of Commissioners direct a refund requested for excise taxes paid in error in the amount of \$355.00.

ATTACHMENTS:

Description

- ▣ Excise Tax Refund Request

ALBERTELLI LAW
ATTORNEYS AND COUNSELORS AT LAW
205 Regency Executive Park Drive, Suite 100
Charlotte, NC 28217

RECEIVED
JAN 09 2019
BRUNS. CO. ADMIN.

GRACE D. FAULKENBERRY
LICENSED IN NORTH AND SOUTH CAROLINA

TELEPHONE: (704) 970-0391

ADRIANA V. HERNANDEZ
LICENSED IN NORTH CAROLINA

FACSIMILE: (704) 970-0392

Brunswick County Board of Commissioners
PO Box 249
Bolivia, NC 28244

**RE: Request for Refund of Overpayment of Excise Tax on Conveyances Pursuant to NC
Gen Stat § 105-228.37**

Dear Brunswick County Commissioners:

This letter is to serve as a written request for a refund of the overpayment of an Excise Tax submitted to the Brunswick County Register of Deeds on December 31, 2018 for the conveyance of 650 Mohawk Road, Southport, North Carolina 28461 from the Cushman Family, LLC to Christopher Dale Wilson.

The subject deed erroneously listed the Excise Tax to be \$497.00. However, the correct Excise Tax is \$142.00. The Excise Tax rate is two dollars (\$2.00) on each thousand dollars (\$1,000.00) of the purchase price of the property. The purchase price for the property conveyed in the subject deed was \$71,000.00

The appropriate amount of a \$142.00 Excise Tax was disclosed to the above mentioned parties, and collected for in the closing. However, due to an error in our software, the deed was drafted with the incorrect Excise Tax. When submitting the deed to the Register of Deeds Office for recording, the deed with the incorrect Excise Tax amount was referenced to enter the Excise Tax and the submission was not cross referenced with the other closing documents that reflected the correct Excise Tax amount.

We therefore request a refund in the amount of \$355.00 be made to Albertelli Law for the overpayment of taxes in accordance with G.S. §105-228.37.

205 Regency Executive Park Drive, Suite 100
Charlotte, NC 28217

The following documents are enclosed for your review:

- Copy of the receipt for payment to the Brunswick County Register of Deeds, reflecting a \$523.00 payment for the recording of the subject deed. The \$523.00 includes the required North Carolina \$26.00 recording fee for deeds plus the \$497.00 erroneous Excise Tax.
- Copy of the ALTA Settlement Statement reflecting the purchase price of the property and the correct accounting of the Excise Tax in the amount of \$142.00, both of which are highlighted for your convenience;
- Copy of the recorded Affidavit of Correction addressing this issue with the recorded deed reflecting the incorrect Excise Tax is attached;
- Pre-addressed, stamped envelope to return the requested refund

Thank you for your consideration and please feel free to contact us at the address and telephone numbers provided in our letterhead should you have any questions. I may also be reached via email at gfaulkenberry@alaw.net.

Respectfully,



Grace D. Faulkenberry

Enclosures
GDF

205 Regency Executive Park Drive, Suite 100
Charlotte, NC 28217



Internet Technologies, Inc.
330 Shipyard Blvd.
Wilmington, NC 28412

Receipt: Batch #56050 (12/31/2018 11:00 AM, Brunswick County)

Document	Book/Page	Pages	Cost
MISC RECORDING	4141/195	4	\$26.00
DEED	4141/199	2	\$523.00
DEED OF TRUST	4141/201	15	\$64.00
Fees:			\$0.00
Total:			\$613.00
Payment Type:			Escrow account
Payment Total:			\$613.00

Batch status: Paid

Albertelli Law Partners North Carolina, P.A.
ALTA Universal ID:
205 Regency Executive Park Drive
Suite 100
Charlotte, NC 28217

File No./Escrow No. : ANC18-66438
Print Date & Time: December 26, 2018 4:27 pm
Officer/Escrow Officer : Grace Faulkenberry
Settlement Location :

Property Address: 650 Mohawk Road
Southport, NC 28461
Borrower: Christopher D. Wilson
Seller: Cushman Family LLC
172 HARPER LAKE DRIVE
BSL
Boiling Spring Lakes, NC 28461
Lender: Suntrust Bank, ISAOA/ ATIMA

Settlement Date: December 27, 2018
Disbursement Date: December 27, 2018

Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		Financial		
		Lender Credits from Suntrust Bank, ISAOA/ ATIMA		50.00
	71,000.00	Sale Price of Property	71,000.00	
		Loan Amount		68,630.00
3,500.00		Seller Credit		3,500.00
		Prorations/Adjustments		
	7.54	County Taxes 12/27/18 - 01/01/19	7.54	
		Loan Charges to Suntrust Bank, ISAOA/ ATIMA		
		% of Loan Amount (Points)	254.62	
			899.00	
		Appraisal \$500.00 paid outside closing by Borrower	50.00	
		Credit Report \$18.62 paid outside closing by Borrower		
		LOL flood cert	4.50	
		udm alert fee	11.50	

Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		Loan Charges to Suntrust Bank, ISAOA/ ATIMA (continued)		
		updfont mi/va ff/ fha ufmip	1,180.38	
		Prepaid Interest \$0.00000 per day from 12/27/18 to 01/01/19 Suntrust Bank, ISAOA/ ATIMA	49.35	
		Impounds		
		Homeowner's Insurance to Suntrust Bank, ISAOA/ ATIMA 3.000 months at \$55.92/month	167.76	
		Property Taxes to Suntrust Bank, ISAOA/ ATIMA 3.000 months at \$45.84/month	137.52	
		Aggregate Adjustment to Suntrust Bank, ISAOA/ ATIMA		0.05
		Title Charges and Escrow/Settlement Charges		
		Attorney Closing Fee to Albertelli Law Partners North Carolina, P.A.	695.00	
250.00		Doc Prep Fee to Albertelli Law Partners North Carolina, P.A.		
150.00		Doc Prep Fee- Cert of Trust to Albertelli Law Partners North Carolina, P.A.		
200.00		Doc Prep Fee- Resolution to Albertelli Law Partners North Carolina, P.A.		
		END: Env Prot, Rest, Encroach, PUD to Boston National	60.00	
		nc comm/pol fee fid fist to Boston National	25.00	
		nc icl/cpl to Boston National	44.02	
		Simultaneous Loan Policy to Boston National	26.00	
		Title Search fee to Boston National	250.00	
		Basic Owner Policy to Boston National	178.21	
		Government Recording and Transfer Charges		
		Recording Fees to Brunswick County Register of Deeds	99.00	
30.50		Cert of Trust to Brunswick County Register of Deeds		
142.00		City/State transfer to Brunswick County Register of Deeds		
		Miscellaneous		
		Homeowner's Insurance Premium to NCJUA/NCIUA	671.00	

Seller			Borrower	
Debit	Credit		Debit	Credit
4,272.50	71,007.54	Subtotals	75,810.40	72,180.05
		Due from Borrower		3,630.35
66,735.04		Due to Seller		
71,007.54	71,007.54	Totals	75,810.40	75,810.40

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Albertelli Law Partners North Carolina, P.A. to cause the funds to be disbursed in accordance with this statement.

Borrower


Christopher D. Wilson

Seller

Cushman Family LLC

BY: _____

Richard A. Cushman, Manager


Grace Paulkenberry
Closing Attorney

Seller			Borrower	
Debit	Credit		Debit	Credit
4,272.50	71,009.04	Subtotals	75,871.12	72,180.05
		Due from Borrower		3,691.07
66,736.54		Due to Seller		
71,009.04	71,009.04	Totals	75,871.12	75,871.12

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Albertelli Law Partners North Carolina, P.A. to cause the funds to be disbursed in accordance with this statement.

Borrower

Christopher D. Wilson

Seller

Cushman Family LLC

BY: 

Richard A. Cushman, Manager 



Grace Faulkenberry
Closing Attorney

AFFIDAVIT OF CORRECTION

Prepared by: Albertelli Law, 205 Regency Executive Park Dr., Ste. 100, Charlotte, NC 28217 Attn: Grace Faulkenberry

The undersigned Affiant, being first duly sworn, hereby swears or affirms that the **North Carolina General Warranty Deed** recorded on December 31, 2018 in Book 4141, Page 199, Brunswick County Register of Deeds, by and between:

Grantor: **Cushman Family, LLC, a North Carolina Limited Liability Company**

Grantee: **Christopher Dale Wilson**

Contained the following error:

The Deed described herein erroneously reflects the Excise Tax to be \$497.00.

The correct Excise Tax is \$142.00.

The sole reason for recording this Affidavit of Correction is to correct said error and to allow the Brunswick County Register of Deeds to correct the Excise Tax and so that a refund of the overpayment of the Excise Tax may be given to the appropriate party.

Affiant handled the filing of the Satisfaction, which included the above-referenced error, and makes this Affidavit for the purpose of correcting said error. A copy of the recorded Deed containing the error is attached.

A full copy of the original instrument is not attached.

Signature

Print or Type Name: Grace Faulkenberry

State of NC County of McKlenberg

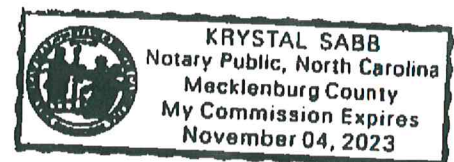
Signed and sworn to (or affirmed) before me, this the 8th day of January, 2019

My Commission Expires:

11/4/2023

Krystal Sabb
Notary Public

(Affix Official/Notarial Seal)



BOOK:4141 PAGE:199

12/31/2018 E
11:00 59.001
Page 1 of 2

Brenda M. Clemmons Brunswick County Register of Deeds

Brenda M. Clemmons Brunswick County Register of Deeds
12/31/2018 11:00 59.001 NC REVENUE STAMP 1497 00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$497.00

Parcel Identifier No. 142ND00306 Verified by Brunswick County on the ____ day of ____, 20__

By: _____

Mail/Box to: Albertelli Law Partners North Carolina, P.A., 205 Regency Executive Park Drive, Suite 100, Charlotte, NC 28217This instrument was prepared by: Albertelli Law Partners North Carolina, P.A., 205 Regency Executive Park Drive, Suite 100, Charlotte, NC 28217/ Grace Faulkenberry a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceedsBrief description for the Index: LOT 59, SECTION 11, THE BOILING SPRING LAKES SUBDIVISION, Brunswick County, NCTHIS DEED made this 29 day of December, 2018, by and between

GRANTOR

Cushman Family, LLC, a North Carolina Limited
Liability Company
172 HARPER LAKE DRIVE BSL
Boiling Spring Lakes, NC 28461

GRANTEE

Christopher Dale Wilson
650 Mohawk Road
Southport, NC 28461

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Southport, Brunswick County, North Carolina and more particularly described as follows:

BEING ALL OF LOT 59, SECTION 11 OF THE BOILING SPRING LAKES SUBDIVISION ACCORDING TO A MAP RECORDED IN MAP BOOK II AT PAGE 327 OF THE BRUNSWICK COUNTY REGISTRY, SAID LOT HAVING METES, BOUNDS AND LOCATION AS SHOWN ON SAID MAP.

PROPERTY ADDRESS: 650 MOHAWK ROAD, SOUTHPORT, NC 28461
PROPERTY ID: 142ND00306

1 of 2

BOOK:4141 PAGE:200

12/31/2018 E
11:00:59.001
Page 2 of 2

Brenda M. Clemmons, Brunswick County Register of Deeds

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2577, Page 0817.

All or a portion of the property herein conveyed includes or X does not include the primary residence of a Grantor

A map showing the above described property is recorded in Map Book H, Page 327.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

All such valid and enforceable easements and restrictions as may appear of record and the lien of ad valorem taxes for the current year

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Cushman Family, LLC, a North Carolina Limited Liability Company



By: Richard Noel Cushman, Successor Trustee for the Richard A. Cushman Revocable Living Trust, dated December 20, 2006
Its Manager

State of NC
County of BRUNSWICK

I, the undersigned, a Notary Public of BRUNSWICK County, NC, certify that Richard Noel Cushman, Successor Trustee for the Richard A. Cushman Revocable Living Trust, dated December 20, 2006, came before me this day and acknowledged that he (or she) is Manager of the Cushman Family, LLC, a North Carolina Limited Liability Company, and that he/she, as Manager, being authorized to do so, executed the foregoing on behalf of the LLC.

Witness my hand and Official Seal, this the 29th day of DECEMBER, 2018.



Notary Public

(Signature) / (Stamp or Seal)





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # V. - 10.

From:

Bryan Batton

County Attorney - Foreclosure Properties to Surplus list

Issue/Action Requested:

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

Background/Purpose of Request:

The County has obtained three (3) parcels of land recently through tax foreclosure. The parcels include: 201ND050, whose tax value is \$ 8,000.00, and the County paid \$ 3,608.69 in taxes for it; 0052A053, whose tax value is \$ 12,700, and the County paid \$ 3,111.37 for it; 1410002301, whose tax value is \$ 8,000.00, and the County paid \$ 2,518.22 for it.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

To declare the three parcels of land surplus, so that they can be added to the surplus listing on the County's website.

County Manager's Recommendation:

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

ATTACHMENTS:

Description

- ☐ Carter Deed
- ☐ Sanchez & JH & JL, LLC Deed
- ☐ Wade Deed

This certifies that there are no delinquent
valorem taxes, fees, assessments or other
liens which the Brunswick County Tax
Collector is charged with collecting, that are
lien on: Parcel Number 201ND050
as noted by the Brunswick County
Assessor's Office. This is not a certification
that the parcel number matches the deed
description.

DEC 19 2018

[Signature]

Date

(Asst) Tax Col. / Del. Tax Spec



Brunswick County, NC Register of Deeds

B4137 P0767 12-19-2018 15:25:14
Brenda M. Clemmons F
page 1 of 2

2 *Bryan Batton* *BOP*
26 Rev *4385*
26 Crk #
Cash \$
All of document are illegible d
All of seals verified
All of cannot be repro

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

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

COMMISSIONER'S DEED

This Deed, made this 19th day of December, 2018, by Bryan W. Batton,
Commissioner, to **The County of Brunswick**, PO Box 249, Bolivia, NC 28422.

WITNESSETH

That whereas Bryan W. Batton was appointed commissioner under an order of the
District Court of Brunswick County, North Carolina, in the tax foreclosure proceeding entitled
"County of Brunswick vs. Connie J. Carter, et al, Case # 18 CVD 880, and Bryan W. Batton was
directed by the order as commissioner to sell the property hereinafter described at public sale
after due advertisement according to law; and

Whereas Bryan W. Batton, commissioner, did on the 26th day of October, 2018, offer
the land hereinafter described at a public sale at the Brunswick County Courthouse door, in
Bolivia, North Carolina, wherein **The County of Brunswick** became the last and highest bidder
for said land for the sum of \$ 3,608.69 for Parcel # 201ND050, and no upset or increased bid
having been made within the time allowed by law, and the sale having been confirmed, and
Bryan W. Batton having been ordered to execute a deed to the purchaser upon payment of the
purchase money;

Now, in consideration of the premises and the sum of \$ \$ 3,608.69 for parcel #
201ND050, receipt of which is hereby acknowledged, Bryan W. Batton, commissioner, does,
by these presents, hereby bargain, sell, grant, and convey to **The County of Brunswick** and its
heirs and assigns, that property situated in Brunswick County, North Carolina, and described
as follows:

PARCEL # 201ND050:

BEING ALL OF LOT 250, PHASE 3, SECTION 1 OF MILL CREEK COVE, AS SET
FORTH ON MAP BOOK 35 AT PAGE 532-533 OF THE BRUNSWICK COUNTY
REGISTRY, REFERENCE TO WHICH MAP IS HEREBY MADE FOR A MORE
PARTICULAR DESCRIPTION.

SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS RECORDED IN BOOK 2415 AT PAGE 424 OF THE BRUNSWICK



COUNTY REGISTRY, AND ALL AMENDMENTS THERETO.

This conveyance is made subject to 2019 County and City property taxes, the payment of which shall be assumed by the purchaser. To have and to hold the aforesaid tract of land, to **The County of Brunswick** and its heirs and assigns forever, in as full and ample manner as Bryan W. Batton, commissioner, is authorized and empowered to convey the same.

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

 (SEAL)
Bryan W. Batton, Commissioner

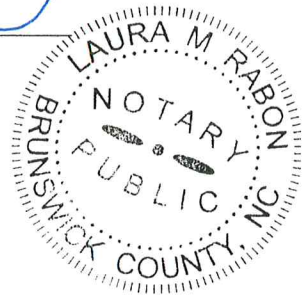
NORTH CAROLINA
BRUNSWICK COUNTY

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

Witness my hand and official seal this 19th day of December, 2018.


Laura M. Rabon, Notary Public

My commission expires: 5/22/2021.



This certifies that there are no delinquent
valorem taxes, fees, assessments or other
liens which the Brunswick County Tax
Collector is charged with collecting, that are
lien on: Parcel Number 0052 A053
as notated by the Brunswick County
Assessor's Office. This is not a certification
that the parcel number matches the deed
description.

DEC 19 2018 Bryan W. Batton
Date (Asst) Tax Col. / Del. Tax Sner



Brunswick County, NC Register of Deeds

B4137 P0769 12-19-2018 15:25:14.00Z
Brenda M. Clemmons PRC
page 1 of 2

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

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

COMMISSIONER'S DEED

This Deed, made this 19th day of December, 2018, by Bryan W. Batton, Commissioner,
to The County of Brunswick, PO Box 249, Bolivia, NC 28422.

WITNESSETH

That whereas Bryan W. Batton was appointed commissioner under an order of the
District Court of Brunswick County, North Carolina, in the tax foreclosure proceeding entitled
"County of Brunswick vs. JH & JL, LLC and Agustin Castillo Sanchez, Case # 18 CVD 737, and
Bryan W. Batton was directed by the order as commissioner to sell the property hereinafter
described at public sale after due advertisement according to law; and

Whereas Bryan W. Batton, commissioner, did on the 26th day of October, 2018, offer the
land hereinafter described at a public sale at the Brunswick County Courthouse door, in Bolivia,
North Carolina, wherein The County of Brunswick became the last and highest bidder for said
land for the sum of \$ 3,111.37 for Parcel # 0052A053, and no upset or increased bid having been
made within the time allowed by law, and the sale having been confirmed, and Bryan W. Batton
having been ordered to execute a deed to the purchaser upon payment of the purchase money;

Now, in consideration of the premises and the sum of \$ \$ 3,111.37 for parcel # 0052A053,
receipt of which is hereby acknowledged, Bryan W. Batton, commissioner, does, by these
presents, hereby bargain, sell, grant, and convey to The County of Brunswick and its heirs and
assigns, that property situated in Brunswick County, North Carolina, and described as follows:

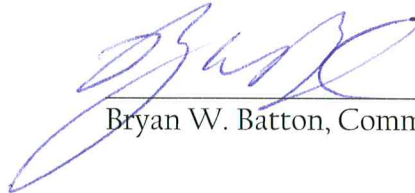
PARCEL # 0052A053:

All of Lot 79, Phase II, Section 2, Grist Creek Run as shown on a map thereof
recorded in Map Cabinet 19 at Page 143 in the Brunswick County Registry.
Being the same lot conveyed to Grantor by deed recorded in Book 2441, Page 1340 of
the Brunswick County Registry.



This conveyance is made subject to 2019 County and City property taxes, the payment of which shall be assumed by the purchaser. To have and to hold the aforesaid tract of land, to **The County of Brunswick** and its heirs and assigns forever, in as full and ample manner as Bryan W. Batton, commissioner, is authorized and empowered to convey the same.

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

 (SEAL)
Bryan W. Batton, Commissioner

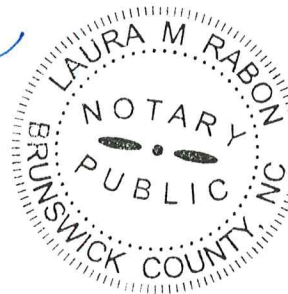
NORTH CAROLINA
BRUNSWICK COUNTY

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

Witness my hand and official seal this 19th day of December, 2018.


Laura M. Rabon, Notary Public

My commission expires: 5/22/2021.



This certifies that there are no delinquent
valorem taxes, fees, assessments or other
liens which the Brunswick County Tax
Collector is charged with collecting, that are
assessed on: Parcel Number 1410002301
as noted by the Brunswick County
Assessor's Office. This is not a certification
that the parcel number matches the deed
description.

DEC 19 2018

[Signature]

(Asst) Tax Col. / Del. Tax Sec.



Brunswick County, NC Register of Deeds

B4137 P0765

12-19-2018 15:25:14.000
Brenda M. Clemmons PROP
page 1 of 2

Return to Bryan Batton Type BOV
Total 26 Rev Int
Chk \$ 26 Chk # 4386 Cash \$
Refund Cash \$ Finance

2

☒ Portions of document are illegible due to condition of original
☐ This document contains space verified by original
☐ This document contains space that cannot be reproduced or copied.

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

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

COMMISSIONER'S DEED

This Deed, made this 19th day of December, 2018, by Bryan W. Batton, Commissioner, to
The County of Brunswick, PO Box 249, Bolivia, NC 28422.

WITNESSETH

That whereas Bryan W. Batton was appointed commissioner under an order of the District Court of Brunswick County, North Carolina, in the tax foreclosure proceeding entitled "County of Brunswick vs. Charles Dethaniel Wade, Case # 18 CVD 766, and Bryan W. Batton was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas Bryan W. Batton, commissioner, did on the 26th day of October, 2018, offer the land hereinafter described at a public sale at the Brunswick County Courthouse door, in Bolivia, North Carolina, wherein **The County of Brunswick** became the last and highest bidder for said land for the sum of \$ 2,518.22 for Parcel # 1410002301, and no upset or increased bid having been made within the time allowed by law, and the sale having been confirmed, and Bryan W. Batton having been ordered to execute a deed to the purchaser upon payment of the purchase money;

Now, in consideration of the premises and the sum of \$ \$ 2,518.22 for parcel # 1410002301, receipt of which is hereby acknowledged, Bryan W. Batton, commissioner, does, by these presents, hereby bargain, sell, grant, and convey to **The County of Brunswick** and its heirs and assigns, that property situated in Brunswick County, North Carolina, and described as follows:

PARCEL # 1410002301:

Section 16Y, Lot 35

BEGINNING at an iron at the intersections of the eastern right-of-way of Crystal Road and the northern right-of-way of Drake Road running North 46 degrees 07 minutes east 150 feet to an iron; thence South 39 degrees 08 minutes east 290.4 feet to an iron; thence South 46 degrees 07 minutes west 150 feet to an iron; thence North 39 degrees 08 minutes west 290.4 feet to the BEGINNING, being lot 35 as shown on



plat entitled, "Part 1, Section 16Y, Boiling Spring Lakes," which is to be recorded at a later date.

Section 16 Y, Lot 36

BEGINNING at an iron on the southern right-of-way of Drake Road, said point being North 46 degrees 07 minutes east 150 feet from the eastern right-of-way of Crystal Road; thence from the beginning North 46 degrees 07 minutes east 150 feet to an iron; thence South 39 degrees 08 minutes east 290.4 feet to an iron; thence South 46 degrees 07 minutes west 150 feet to an iron; thence North 39 degrees 08 minutes west 290.4 feet to the BEGINNING, being lot 36 as shown on plat entitled, "Part 1, Section 16Y, Boiling Spring Lakes," which is to be recorded at a later date.

This conveyance is made subject to 2019 County and City property taxes, the payment of which shall be assumed by the purchaser. To have and to hold the aforesaid tract of land, to **The County of Brunswick** and its heirs and assigns forever, in as full and ample manner as Bryan W. Batton, commissioner, is authorized and empowered to convey the same.

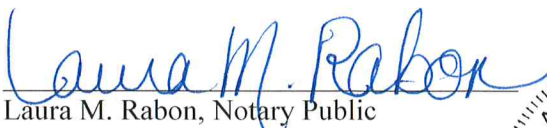
In witness whereof, Bryan W. Batton, commissioner, has hereunto set his hand and seal.

 (SEAL)
Bryan W. Batton, Commissioner

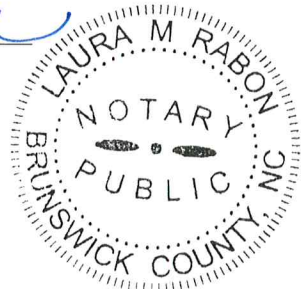
NORTH CAROLINA
BRUNSWICK COUNTY

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

Witness my hand and official seal this 19th day of December, 2018.


Laura M. Rabon, Notary Public

My commission expires: 5/22/2021.





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # V. - 11.

From:
Ann Hardy

Economic Development - Resolution in Support of Application to
NC Commerce for a Rural Development Reuse Grant

Issue/Action Requested:

Request that the Board of Commissioners adopt a Resolution in Support of submitting an application to the NC Department of Commerce for a Rural Development Building Reuse Grant to aid in renovations of an existing building in the Navassa area with a \$35,000 county match requirement and cancel the scheduled public hearing.

Background/Purpose of Request:

Project Pavement, a New Jersey based company, is interested in relocating their manufacturing business from New Jersey to North Carolina. Project Pavement has determined that the former US Marine Building, located in Navassa, is suitable for their manufacturing and warehousing needs for anticipated growth within their company. In order to utilize the existing building, certain alterations are required to include the addition of dock level doors, construction of a manufacturing room, compound room, sitework and parking improvements. The proposed Rural Development Building Reuse Grant will provide State assistance in offsetting the costs of these improvements. The proposed Rural Development Building Reuse Grant requires a minimum of 5% or \$35,000 local match. The proposed application is a request for funding of \$700,000 from NC Department of Commerce Rural Development.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

County Manager's Recommendation:

Recommend that the Board of Commissioners adopt a Resolution in Support of submitting an application to the NC Department of Commerce for a Rural Development Building Reuse Grant to aid in renovations of an existing building in the Navassa area with a \$35,000 county match requirement and cancel the scheduled public hearing.

ATTACHMENTS:

Description

- ▣ Project Pavement Resolution

County of Brunswick
Office of the County Commissioners



APPLICATION FOR NC DEPARTMENT OF COMMERCE PROJECT PAVEMENT

WHEREAS, Brunswick County Board of Commissioners have indicated its desire to assist in economic development efforts for business and industry within Brunswick County; and

WHEREAS, the Board fully supports the proposed Project Pavement which will result in the renovation of a facility located at 100 Quality Drive, Navassa, NC and will create a minimum of 238 new jobs for Brunswick County; and

WHEREAS, the Board wishes to pursue a formal application for Building Reuse funds in the amount of \$700,000 from the NC Department of Commerce; and

WHEREAS, the Board certifies it will provide the 5% match required and will meet all other requirements of the North Carolina Department of Commerce.

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

1. That Brunswick County is authorized to submit a formal application to the North Carolina Department of Commerce in order to provide assistance to benefit Project Pavement.
2. That this Resolution shall take effect immediately upon its adoption.

This the 22nd day of January, 2019.

Frank Williams, Chair
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

From:
Julie Miller

Action Item # V. - 12.

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

Issue/Action Requested:

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

Background/Purpose of Request:

The County has contracted with Martin Starnes & Associates CPAs, P.A. to provide independent public accounting audit services for several years. The fee (same as the prior year) to contract for Fiscal Year 2019 audit services is a fixed cost of \$71,500 to include five major programs. The charge per major programs over five is \$3,000. The county has been satisfied with the services provided by Martin Starnes & Associates CPAs, P.A.

Fiscal Impact:

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

Approved By County Attorney:

Yes

County Manager's Recommendation:

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

ATTACHMENTS:

Description

- ☐ 2019 Brunswick County Audit Contract
- ☐ Brunswick County - 2019 Single Audit Engagement Letter

The of and	Governing Board Board of Commissioners
	Primary Government Unit Brunswick County, NC
	Discretely Presented Component Unit (DPCU) (if applicable) NA

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Ave Dr SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/19	Audit Report Due Date 10/31/19

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

County and Multi-County Health Departments: The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on

eligibility determination as required by OSA and in accordance with the instructions and timeline provided by OSA.

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 12).

10. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

13. The Auditor shall submit the report of audit in PDF format to LGC Staff when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

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

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

17. Special provisions should be limited. Please list any special provisions in an attachment.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

19. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

21. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

22. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

23. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

24. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

25. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
26. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).
27. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.
28. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

FEES FOR AUDIT SERVICES

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

Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter, but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8, 9, and 12 for details on other allowable and excluded fees.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

20 NCAC 03 .0505: All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law.

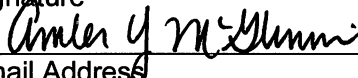
PRIMARY GOVERNMENT FEES

Primary Government Unit	Brunswick County, NC
Audit	\$ See fee section of engagement letter
Writing Financial Statements	\$ N/A
All Other Non-Attest Services	\$ N/A
75% Cap for Interim Invoice Approval	\$ 60,375.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	NA
Audit	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval	\$

SIGNATURE PAGE**AUDIT FIRM**

Audit Firm Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed) Amber Y. McGhinnis	Signature 
Date 01/15/19	Email Address amcghinnis@martinstarnes.com

GOVERNMENTAL UNIT

Governmental Unit Brunswick County, NC	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed) Frank Williams, Chairman	Signature
Date	Email Address commissioner.williams@brunswickcountync.gov

Chair of Audit Committee (typed or printed, or "NA") NA	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE*(Pre-audit certificate not required for charter schools)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer (typed or printed) Julie A. Miller, CPA, Director of Fiscal Operations	Signature
Date of Pre-Audit Certificate	Email Address julie.miller@brunswickcountync.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU NA	
Date DPCU Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") NA	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

DPCU Finance Officer (typed or printed) NA	Signature
Date of Pre-Audit Certificate	Email Address

Remember to print this form, and obtain all
 required signatures prior to submission.

PRINT



Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

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

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. (the firm) in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. in effect for the year ended December 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates CPAs, P.A. has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 3, 2018

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Raleigh, North Carolina 27619

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

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

January 15, 2019

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

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Brunswick County, NC, as of June 30, 2019, and for the year then ended, and the related notes to the financial statements, which collectively comprise Brunswick County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and State award programs for the period ended June 30, 2019. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and State award programs.

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

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

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

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

Schedule of Expenditures of Federal and State Awards

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

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

- Introductory section
- Statistical section

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

Data Collection Form

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

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

Audit of the Financial Statements

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

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

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

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

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

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

Audit of Major Program Compliance

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

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

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

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

Management's Responsibilities

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

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

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

With regard to the supplementary information referred to above (including the Schedule of Expenditures of Federal and State Awards), you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with

the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

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

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

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

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

Fees

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

Our fees for these services are as follows:

Fixed:	
Audit	\$ 71,500
Financial Statement Drafting	-
Other Non-Attest Services	-
	<u>\$ 71,500</u>
Variable:	
Charge per major program over five (5)	<u>\$ 3,000</u>

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

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

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

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

Changing Laws and Regulations

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

Incorrect Accounting Methods or Errors in Client Records

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

Failure to Prepare for the Engagement

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

Starting and Stopping Our Work

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

Assistance with Financial Statement Drafting

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

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

Other Matters

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

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or State agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

We will perform the following nonattest services:

- Preparation of Data Collection Form

We will not assume management responsibilities on behalf of Brunswick County. However, we will provide advice and recommendations to assist management of Brunswick County in performing its responsibilities.

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

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards.
- This engagement is limited to the nonattest services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

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

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

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

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

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

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;

- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

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

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

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

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

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

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Brunswick County by:

Name: _____

Title: _____

Date: _____



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # V. - 13.
Finance - Fiscal Items

From:
Julie A. Miller

Issue/Action Requested:

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

-Solid Waste Fees Budget Amendment

Appropriate \$660,000 in Solid Waste Fees for C&D transfer. Over the same time last year the C&D tons increased from 8,537 in 2017 to 20,426 in 2018. The increase is 5,684 tons of storm debris pickups and the rest is from normal contractors doing home repairs.

-Financial Reports for December 2018 (unaudited)

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

Background/Purpose of Request:

Fiscal Impact:

Budget Amendment Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

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

ATTACHMENTS:

Description

- ☐ 20190122 Budget Amendment Solid Waste Fees
- ☐ December Monthly Financial Statements

Request Info	
Type	Budget Amendment
Description	Solid Waste Fees
Justification	Board Meeting 1/22/2019-Appropriat \$660,000 of solid waste fee revenue for C and D transfer fees. Over the same time last year the C and D tons have increased from 8,537 in 2017 to 20,426 in 2018. The increase is 5,684 tons of storm debris pickups and the rest is normal contractors doing home repairs.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104720	334600	Solid Waste	Solid Waste Fee	660000	Increase	Credit
104720	439907	Solid Waste	Contract Svc-C and D Tran/Disp	660000	Increase	Debit

Total	
Grand Total:	1320000

COUNTY OF BRUNSWICK NORTH CAROLINA

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

FOR THE PERIOD ENDED DECEMBER 31, 2018



COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

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COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

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

General Fund:

- Total revenues for the General Fund are \$118.4 million for an increase of \$4.8 million or 4.2% over the same period in the prior year. The main reason for this is a \$0.8 million increase in solid waste fees, \$0.2 million increase in Sales Tax and a \$3.0 million increase in Ad Valorem collections. Total revenues collected are 59.2% of the amended budget for the fiscal year.
- Total expenditures for the General Fund are \$93.1 million and are 45.3% of the current budget. Total expenditures are more than the expenditures of the same period in the prior year by \$10.0 million or 12.0%. This is a result of a Public Safety increase of \$4.9 million including a software purchase in the amount of \$1.0 million, and a \$1.6 million increase in education which is driven by the increase in property tax. In addition, there was an increase of \$5.5 million that is also mainly related to Hurricane Florence with expected reimbursement. This is partially offset by a decrease in debt service costs of \$2.3 million due to the prior year early redemption of the 2018 maturity of the 2007B GO Bonds.
- Net transfers to other funds are \$2.6 million compared to \$1.7 million transfers out for the same period of the prior year. The transfers were to fund various county capital projects.
- Revenues are more than expenditures and net transfers by \$22.7 million for the current period end compared to more than by \$29.3 million at the end of the same period of the prior year.

Water Fund:

- Total revenues for the Water Fund increased slightly over the same period in the prior year to \$13.5 million. Wholesale sales increased 3.9% or \$0.1 million over the same period in the prior year mainly due to a PPI rate change. Total revenues are 49.3% of the amended budget for the fiscal year.
- Total expenditures for the Water Fund are \$10.1 million and are 39.6% of current budget. Expenditures increased 13.1% or \$1.2 million mainly due to costs related to Hurricane Florence with expected reimbursement.
- Net transfers to water capital projects of \$0.8 million increased compared to transfers of \$0.6 million in the same period of the prior year. The transfers were to fund various water capital projects.
- Revenues are greater than expenditures and net transfers by \$2.6 million compared to greater than by \$4.1 million in the same period of the prior year.

Wastewater Fund:

- Total revenues for the Wastewater Fund increased 3.9% over the same period in the prior year to \$12.9 million. Retail wastewater sales slightly increased to \$5.2 million in comparison with the prior year of \$5.0 million while capital recovery revenue decreased by \$0.4 million or 20.9%. Wholesale sales increased \$0.7 million over the same period in the prior year mainly due to increased flow and rate changes. Total revenues are 53.8% of the amended budget for the fiscal year.
- Total expenditures for the Wastewater Fund increased 25.2% over the same period in the prior year at \$9.6 million. This is mainly a result of expenditure increases from Hurricane Florence with expected reimbursement. Total expenditures are 32.2% of the budget for the fiscal year.
- Net transfers to wastewater capital projects of less than \$0.1 million decreased compared to \$0.8 million at the end of the same period in the prior year. The transfers were to fund various wastewater capital projects.
- Revenues are more than expenditures and net transfers by \$3.4 million compared to greater than by \$5.6 million in the same period of the prior year.

COUNTY OF BRUNSWICK, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS

DECEMBER 31, 2018

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents/investments	\$ 100,949,441	\$ 26,878,261	\$ 11,518,233	\$ 1,970,566	\$ 141,316,501
Restricted cash and investments	1,664,955	-	44,925,997	-	46,590,952
Interest receivable	22,007	7,246	2,998	536	32,787
Taxes receivable - net	33,917,893	-	-	-	33,917,893
Receivables - net	1,105,368	-	-	4,723	1,110,091
Other governmental agencies	349,835	26,930	42,251	-	419,016
Due from other funds	4,892	-	-	-	4,892
Prepaid expenditures	64,000	-	-	-	64,000
Total assets	<u>\$ 138,078,391</u>	<u>\$ 26,912,437</u>	<u>\$ 56,489,479</u>	<u>\$ 1,975,825</u>	<u>\$ 223,456,132</u>
Liabilities:					
Accounts payable and other liabilities	\$ 5,297,155	\$ 20,495	\$ -	\$ 4,861	\$ 5,322,511
Due to other funds	-	-	-	4,892	4,892
Total liabilities	<u>5,297,155</u>	<u>20,495</u>	<u>-</u>	<u>9,753</u>	<u>5,327,403</u>
Deferred Inflows of Resources:	<u>34,167,059</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>34,167,059</u>
Fund Balances:					
Nonspendable	64,000	-	-	-	64,000
Restricted:					
Stabilization by State Statute	8,466,506	-	-	5,259	8,471,765
Restricted - other	4,739,343	-	44,925,997	1,965,705	51,631,045
Committed	214,566	26,891,942	11,563,482	-	38,669,990
Assigned	2,522,556	-	-	-	2,522,556
Unassigned	82,607,206	-	-	(4,892)	82,602,314
Total fund balances	<u>98,614,177</u>	<u>26,891,942</u>	<u>56,489,479</u>	<u>1,966,072</u>	<u>183,961,670</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 138,078,391</u>	<u>\$ 26,912,437</u>	<u>\$ 56,489,479</u>	<u>\$ 1,975,825</u>	<u>\$ 223,456,132</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Major Funds			Non Major	Total
	County	Education		Governmental	Governmental
	Capital	Capital		Funds	Funds
	General	Project	Project		
Revenues:					
Ad valorem taxes	\$ 90,137,698	\$ -	\$ -	\$ -	\$ 90,137,698
Local option sales taxes	9,521,330	-	-	-	9,521,330
Other taxes and licenses	2,871,938	-	-	-	2,871,938
Unrestricted intergovernmental revenues	146,925	-	-	-	146,925
Restricted intergovernmental revenues	6,324,815	750,297	-	316,374	7,391,486
Permits and fees	2,324,984	-	-	71,377	2,396,361
Sales and services	6,131,863	-	-	-	6,131,863
Investment earnings	336,882	109,521	530,229	8,181	984,813
Other	610,685	11,784	-	-	622,469
Total revenues	<u>118,407,120</u>	<u>871,602</u>	<u>530,229</u>	<u>395,932</u>	<u>120,204,883</u>
Expenditures:					
Current:					
General government	5,923,401	106,904	-	148,562	6,178,867
Public safety	24,753,316	-	-	192,685	24,946,001
Central services	12,454,303	-	-	-	12,454,303
Human services	11,928,100	-	-	-	11,928,100
Transportation	266,553	1,021,523	-	-	1,288,076
Environmental protection	8,534,314	-	-	-	8,534,314
Culture and recreation	2,134,179	2,652,606	-	-	4,786,785
Economic and physical development	3,236,035	-	-	-	3,236,035
Education	22,638,178	-	9,386,252	-	32,024,430
Debt Service:					
Principal retirement	163,460	-	-	-	163,460
Interest and fiscal charges	1,115,649	-	-	-	1,115,649
Total expenditures	<u>93,147,488</u>	<u>3,781,033</u>	<u>9,386,252</u>	<u>341,247</u>	<u>106,656,020</u>
Revenues over (under) expenditures	<u>25,259,632</u>	<u>(2,909,431)</u>	<u>(8,856,023)</u>	<u>54,685</u>	<u>13,548,863</u>
Other Financing Sources (Uses):					
Transfers from other funds	-	2,550,000	-	-	2,550,000
Transfers to other funds	(2,550,000)	-	-	-	(2,550,000)
Total other financing sources (uses)	<u>(2,550,000)</u>	<u>2,550,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	22,709,632	(359,431)	(8,856,023)	54,685	13,548,863
Fund balance, beginning of year	<u>75,904,545</u>	<u>27,251,373</u>	<u>65,345,502</u>	<u>1,911,387</u>	<u>170,412,807</u>
Fund balance, end of year	<u>\$ 98,614,177</u>	<u>\$ 26,891,942</u>	<u>\$ 56,489,479</u>	<u>\$ 1,966,072</u>	<u>\$ 183,961,670</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad valorem taxes	\$ 124,680,301	\$ 124,680,301	\$ 90,137,698	\$ (34,542,603)
Local option sales taxes	24,754,123	24,754,123	9,521,330	(15,232,793)
Other taxes and licenses	4,653,000	4,653,000	2,871,938	(1,781,062)
Unrestricted intergovernmental revenues	2,803,000	2,859,275	146,925	(2,712,350)
Restricted intergovernmental revenues	14,946,377	26,750,632	6,324,815	(20,425,817)
Permits and fees	3,766,110	3,998,110	2,324,984	(1,673,126)
Sales and services	10,490,126	10,693,124	6,131,863	(4,561,261)
Investment earnings	200,650	200,650	336,882	136,232
Other	1,239,737	1,274,856	610,685	(664,171)
Total revenues	<u>187,533,424</u>	<u>199,864,071</u>	<u>118,407,120</u>	<u>(81,456,951)</u>
Expenditures:				
Current:				
General government	12,627,455	12,267,668	5,923,401	6,344,267
Central services	18,217,759	29,345,823	12,454,303	16,891,520
Public safety	42,054,707	47,412,701	24,753,316	22,659,385
Transportation	155,638	450,725	266,553	184,172
Environmental protection	16,517,895	16,549,534	8,534,314	8,015,220
Economic and physical development	8,403,456	8,617,846	3,236,035	5,381,811
Human services	25,821,130	27,134,363	11,928,100	15,206,263
Education	45,156,145	45,245,342	22,638,178	22,607,164
Culture and recreation	4,967,868	5,050,842	2,134,179	2,916,663
Debt Service:				
Principal retirement	11,233,462	11,233,462	163,460	11,070,002
Interest and fiscal charges	<u>2,227,245</u>	<u>2,227,245</u>	<u>1,115,649</u>	<u>1,111,596</u>
Total expenditures	<u>187,382,760</u>	<u>205,535,551</u>	<u>93,147,488</u>	<u>112,388,063</u>
Revenues over (under) expenditures	<u>150,664</u>	<u>(5,671,480)</u>	<u>25,259,632</u>	<u>30,931,112</u>
Other Financing Sources (Uses):				
Transfers to other funds	(5,136,275)	(6,936,275)	(2,550,000)	4,386,275
Appropriated fund balance	<u>4,985,611</u>	<u>12,607,755</u>	<u>-</u>	<u>(12,607,755)</u>
Total other financing sources (uses)	<u>(150,664)</u>	<u>5,671,480</u>	<u>(2,550,000)</u>	<u>(8,221,480)</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ -</u>	<u>22,709,632</u>	<u>\$ 22,709,632</u>
Fund balance, beginning of year			<u>75,904,545</u>	
Fund balance, end of year			<u>\$ 98,614,177</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	<u>Original Budget</u>	<u>Current Budget</u>	<u>December 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2018</u>	<u>December 31, 2017</u>
Revenues:							
Ad Valorem Taxes:							
Current year taxes	\$ 121,680,301	\$ 121,680,301	\$ 87,688,486	\$ (33,991,815)	72%	\$ 119,563,911	\$ 84,797,305
Prior year taxes	2,300,000	2,300,000	2,000,323	(299,677)	87%	3,552,078	1,863,273
Penalties and interest	700,000	700,000	448,889	(251,111)	64%	1,202,750	496,757
	<u>124,680,301</u>	<u>124,680,301</u>	<u>90,137,698</u>	<u>(34,542,603)</u>	<u>72%</u>	<u>124,318,739</u>	<u>87,157,335</u>
Local Option Sales Taxes:							
Article 39 (1%)	10,279,739	10,279,739	4,201,304	(6,078,435)	41%	9,873,781	4,182,508
Article 40 (1/2%)	7,447,570	7,447,570	2,591,780	(4,855,790)	35%	7,304,257	2,438,736
Article 42 (1/2%)	7,026,814	7,026,814	2,728,246	(4,298,568)	39%	6,808,632	2,660,902
	<u>24,754,123</u>	<u>24,754,123</u>	<u>9,521,330</u>	<u>(15,232,793)</u>	<u>38%</u>	<u>23,986,670</u>	<u>9,282,146</u>
Other Taxes and Licenses:							
Scrap tire disposal fee	160,000	160,000	47,864	(112,136)	30%	182,058	44,797
Deed stamp excise tax	2,900,000	2,900,000	1,811,178	(1,088,822)	62%	4,098,218	2,011,863
Solid waste tax	48,000	48,000	15,521	(32,479)	32%	54,497	14,681
White goods disposal tax	45,000	45,000	15,133	(29,867)	34%	81,784	14,106
1% Occupancy Tax	1,500,000	1,500,000	982,242	(517,758)	65%	1,589,493	951,137
	<u>4,653,000</u>	<u>4,653,000</u>	<u>2,871,938</u>	<u>(1,781,062)</u>	<u>62%</u>	<u>6,006,050</u>	<u>3,036,584</u>
Unrestricted Intergovernmental:							
Medicaid hold harmless	2,500,000	2,500,000	-	(2,500,000)	0%	3,025,289	-
Beer and wine tax	248,000	248,000	-	(248,000)	0%	284,924	-
Jail fees	55,000	111,275	146,925	35,650	132%	457,192	77,395
	<u>2,803,000</u>	<u>2,859,275</u>	<u>146,925</u>	<u>(2,712,350)</u>	<u>5%</u>	<u>3,767,405</u>	<u>77,395</u>
Restricted Intergovernmental:							
State and federal grant	14,811,375	26,615,630	6,246,277	(20,369,353)	23%	15,746,989	6,145,134
ARRA federal grant	3,002	3,002	1,524	(1,478)	51%	4,565	2,279
Court facility fees	120,000	120,000	53,942	(66,058)	45%	142,660	57,446
Payments in lieu of taxes	-	-	-	-	na	4,078	-
ABC education requirement	-	-	10,188	10,188	na	10,205	10,205
ABC law enforcement services	2,000	2,000	8,519	6,519	426%	7,289	7,289
State drug tax	10,000	10,000	4,365	(5,635)	44%	36,511	17,553
	<u>14,946,377</u>	<u>26,750,632</u>	<u>6,324,815</u>	<u>(20,425,817)</u>	<u>24%</u>	<u>15,952,297</u>	<u>6,239,906</u>
Permits and Fees:							
Blding inspections and permits	1,960,000	2,192,000	1,444,764	(747,236)	66%	2,562,266	1,210,523
Recording fees	770,000	770,000	369,025	(400,975)	48%	823,478	413,302
Fire inspection fees	75,000	75,000	24,663	(50,337)	33%	100,500	33,290
Concealed handgun permit	175,000	175,000	79,150	(95,850)	45%	194,825	76,795
Other permit and fees	786,110	786,110	407,382	(378,728)	52%	1,023,205	530,144
	<u>3,766,110</u>	<u>3,998,110</u>	<u>2,324,984</u>	<u>(1,673,126)</u>	<u>58%</u>	<u>4,704,274</u>	<u>2,264,054</u>
Sales and Services:							
Solid waste fees	2,250,000	2,250,000	1,901,189	(348,811)	84%	2,563,102	1,154,155
School resource officer reimb.	1,355,765	1,447,763	693,220	(754,543)	48%	1,276,771	315,677
Rents	13,930	13,930	8,295	(5,635)	60%	15,582	8,617
EMS Charges	3,959,578	3,959,578	1,923,513	(2,036,065)	49%	4,061,015	1,914,509
Public health user fees	832,500	832,500	320,901	(511,599)	39%	871,497	429,782
Sheriff animal prot. serv. fees	125,000	125,000	39,579	(85,421)	32%	86,133	44,756
Social services fees	65,500	65,500	25,138	(40,362)	38%	67,394	32,031
Public housing fees	38,953	38,953	2,947	(36,006)	8%	4,176	1,368
Tax collection fees	228,000	228,000	153,090	(74,910)	67%	256,179	145,634
Other sales and services	929,050	1,040,050	745,202	(294,848)	72%	1,162,227	477,120
Register of deeds	337,500	337,500	154,417	(183,083)	46%	338,798	166,777

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	<u>Original Budget</u>	<u>Current Budget</u>	<u>December 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2018</u>	<u>December 31, 2017</u>
Sales and Services (continued):							
Marriage licenses	55,500	55,500	26,146	(29,354)	47%	52,868	29,544
Recreation services	298,850	298,850	138,226	(160,624)	46%	290,068	176,258
	<u>10,490,126</u>	<u>10,693,124</u>	<u>6,131,863</u>	<u>(4,561,261)</u>	57%	<u>11,045,810</u>	<u>4,896,228</u>
Investment earnings	<u>200,650</u>	<u>200,650</u>	<u>336,882</u>	<u>136,232</u>	168%	<u>467,170</u>	<u>162,786</u>
Other:							
Tax refunds - sales and gas tax	1,100	1,100	-	(1,100)	0%	752	752
ABC bottles taxes	45,000	45,000	27,927	(17,073)	62%	63,582	27,320
Cnty Brd of Alcohol Control	24,000	24,000	6,000	(18,000)	25%	24,000	6,000
Contributions	8,500	39,236	55,801	16,565	142%	50,641	23,644
Other revenues	1,161,137	1,165,520	520,957	(644,563)	45%	1,917,352	476,454
	<u>1,239,737</u>	<u>1,274,856</u>	<u>610,685</u>	<u>(664,171)</u>	48%	<u>2,056,327</u>	<u>534,170</u>
Total revenues	<u>187,533,424</u>	<u>199,864,071</u>	<u>118,407,120</u>	<u>(81,456,951)</u>	59%	<u>192,304,742</u>	<u>113,650,604</u>
Expenditures:							
General Government:							
Governing Body:							
Salaries	170,402	170,402	85,416	84,986	50%	182,311	97,670
Fringe benefits	70,546	70,546	21,813	48,733	31%	25,298	15,851
Operating costs	59,495	59,495	35,490	24,005	60%	62,789	28,156
	<u>300,443</u>	<u>300,443</u>	<u>142,719</u>	<u>157,724</u>	48%	<u>270,398</u>	<u>141,677</u>
County Administration:							
Salaries	674,164	701,805	369,374	332,431	53%	594,573	293,153
Fringe benefits	199,673	203,987	99,360	104,627	49%	173,803	83,085
Operating costs	25,480	25,480	8,485	16,995	33%	17,274	8,504
	<u>899,317</u>	<u>931,272</u>	<u>477,219</u>	<u>454,053</u>	51%	<u>785,650</u>	<u>384,742</u>
Human Resources:							
Salaries	322,274	322,274	166,660	155,614	52%	318,818	164,424
Fringe benefits	109,551	109,551	54,620	54,931	50%	110,054	55,687
Operating costs	11,100	11,100	2,839	8,261	26%	4,894	1,753
	<u>442,925</u>	<u>442,925</u>	<u>224,119</u>	<u>218,806</u>	51%	<u>433,766</u>	<u>221,864</u>
Finance:							
Salaries	818,574	822,795	410,478	412,317	50%	767,616	383,195
Fringe benefits	272,286	273,578	137,950	135,628	50%	254,977	127,358
Operating costs	441,370	444,115	328,921	115,194	74%	411,040	293,742
	<u>1,532,230</u>	<u>1,540,488</u>	<u>877,349</u>	<u>663,139</u>	57%	<u>1,433,633</u>	<u>804,295</u>
Tax Administration:							
Salaries	2,463,003	2,463,003	1,133,850	1,329,153	46%	2,246,189	1,111,789
Fringe benefits	918,096	918,096	415,167	502,929	45%	880,418	436,972
Operating costs	1,113,480	1,113,480	386,698	726,782	35%	693,517	357,859
	<u>4,494,579</u>	<u>4,494,579</u>	<u>1,935,715</u>	<u>2,558,864</u>	43%	<u>3,820,124</u>	<u>1,906,620</u>
County Attorney:							
Salaries	374,603	374,603	179,648	194,955	48%	318,603	157,688
Fringe benefits	111,909	111,909	50,237	61,672	45%	91,853	45,241
Operating costs	194,700	194,700	31,515	163,185	16%	184,147	59,919
	<u>681,212</u>	<u>681,212</u>	<u>261,400</u>	<u>419,812</u>	38%	<u>594,603</u>	<u>262,848</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	December 31, 2018	Variance Positive (Negative)	% of Budget	June 30, 2018	December 31, 2017
Court Facilities:							
Operating costs	257,044	257,044	81,115	175,929	32%	234,603	111,912
Board of Elections:							
Salaries	501,949	501,949	323,543	178,406	64%	446,261	207,383
Fringe benefits	128,953	128,953	61,644	67,309	48%	121,166	62,713
Operating costs	149,853	149,853	144,073	5,780	96%	145,150	99,267
	<u>780,755</u>	<u>780,755</u>	<u>529,260</u>	<u>251,495</u>	<u>68%</u>	<u>712,577</u>	<u>369,363</u>
Register of Deeds:							
Salaries	694,631	694,631	334,500	360,131	48%	646,690	323,625
Fringe benefits	297,067	297,067	140,711	156,356	47%	291,836	145,330
Operating costs	1,847,252	1,847,252	919,294	927,958	50%	2,395,411	990,947
	<u>2,838,950</u>	<u>2,838,950</u>	<u>1,394,505</u>	<u>1,444,445</u>	<u>49%</u>	<u>3,333,937</u>	<u>1,459,902</u>
Contingency:							
Operating Costs	400,000	-	-	-	na	-	-
Total general government	<u>12,627,455</u>	<u>12,267,668</u>	<u>5,923,401</u>	<u>6,344,267</u>	<u>48%</u>	<u>11,619,291</u>	<u>5,663,223</u>
Central Services:							
Management Information Systems:							
Salaries	1,174,773	1,174,773	565,017	609,756	48%	1,058,132	530,677
Fringe benefits	388,877	388,877	178,601	210,276	46%	353,236	176,872
Operating costs	1,156,100	1,398,276	357,717	1,040,559	26%	1,002,316	353,560
Capital outlay	37,000	135,251	859	134,392	1%	249,032	28,599
	<u>2,756,750</u>	<u>3,097,177</u>	<u>1,102,194</u>	<u>1,994,983</u>	<u>36%</u>	<u>2,662,716</u>	<u>1,089,708</u>
Fleet Services:							
Salaries	605,189	605,189	312,788	292,401	52%	577,915	308,386
Fringe benefits	236,363	236,363	117,789	118,574	50%	228,869	120,902
Operating costs	302,900	306,804	(37,719)	344,523	-12%	297,039	186,290
Capital outlay	70,660	70,660	17,643	53,017	25%	46,145	46,145
	<u>1,215,112</u>	<u>1,219,016</u>	<u>410,501</u>	<u>808,515</u>	<u>34%</u>	<u>1,149,968</u>	<u>661,723</u>
Engineering:							
Salaries	429,860	429,860	195,730	234,130	46%	362,464	187,686
Fringe benefits	140,421	140,421	60,886	79,535	43%	121,517	61,180
Operating costs	77,855	77,855	8,116	69,739	10%	26,363	16,945
Capital outlay	30,000	30,000	-	30,000	0%	30,589	30,589
	<u>678,136</u>	<u>678,136</u>	<u>264,732</u>	<u>413,404</u>	<u>39%</u>	<u>540,933</u>	<u>296,400</u>
Operation Services:							
Salaries	2,254,308	2,345,543	1,184,807	1,160,736	51%	2,087,586	1,056,833
Fringe benefits	935,035	952,173	453,352	498,821	48%	882,915	448,717
Operating costs	3,258,052	12,352,043	5,098,313	7,253,730	41%	3,357,115	1,491,494
Capital outlay	319,000	319,000	10,820	308,180	3%	298,492	295,821
	<u>6,766,395</u>	<u>15,968,759</u>	<u>6,747,292</u>	<u>9,221,467</u>	<u>42%</u>	<u>6,626,108</u>	<u>3,292,865</u>
Non-departmental:							
Fringe benefits	6,262,113	6,262,113	3,005,548	3,256,565	48%	2,935,411	1,476,740
Operating costs	539,253	2,120,622	924,036	1,196,586	44%	540,655	838,487
	<u>6,801,366</u>	<u>8,382,735</u>	<u>3,929,584</u>	<u>4,453,151</u>	<u>47%</u>	<u>3,476,066</u>	<u>2,315,227</u>
Total central services	<u>18,217,759</u>	<u>29,345,823</u>	<u>12,454,303</u>	<u>16,891,520</u>	<u>42%</u>	<u>14,455,791</u>	<u>7,655,923</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	December 31, 2018	Variance Positive (Negative)	% of Budget	June 30, 2018	December 31, 2017
Public Safety:							
District Attorney:							
Operating costs	53,000	53,000	3,427	49,573	6%	50,225	2,877
	53,000	53,000	3,427	49,573	6%	50,225	2,877
Sheriff:							
Salaries	9,885,676	10,870,719	5,910,921	4,959,798	54%	9,326,937	4,626,092
Fringe benefits	3,502,758	3,757,937	1,911,581	1,846,356	51%	3,566,263	1,756,825
Operating costs	2,357,616	3,894,935	2,323,105	1,571,830	60%	2,356,632	1,204,087
Capital outlay	858,179	892,345	776,492	115,853	87%	1,264,018	865,996
	16,604,229	19,415,936	10,922,099	8,493,837	56%	16,513,850	8,453,000
Detention Center:							
Salaries	4,285,278	4,502,909	2,335,530	2,167,379	52%	4,049,008	2,030,090
Fringe benefits	1,632,589	1,677,607	812,808	864,799	48%	1,509,690	751,003
Operating costs	2,475,218	2,639,343	1,230,545	1,408,798	47%	2,289,474	965,684
Capital outlay	396,949	724,395	89,587	634,808	12%	44,825	6,995
	8,790,034	9,544,254	4,468,470	5,075,784	47%	7,892,997	3,753,772
Emergency Medical:							
Salaries	5,473,641	5,879,235	2,970,747	2,908,488	51%	4,939,491	2,420,631
Fringe benefits	1,872,254	1,953,596	938,746	1,014,850	48%	1,672,581	821,344
Operating costs	1,464,211	1,478,083	758,036	720,047	51%	1,525,556	756,947
Capital outlay	1,020,000	1,278,952	837,908	441,044	66%	481,197	116,573
	9,830,106	10,589,866	5,505,437	5,084,429	52%	8,618,825	4,115,495
Emergency Management:							
Salaries	195,598	218,612	125,402	93,210	57%	276,239	127,556
Fringe benefits	57,651	62,360	33,942	28,418	54%	86,628	39,511
Operating costs	303,900	629,500	434,197	195,303	69%	289,178	113,480
Capital outlay	21,200	71,200	-	71,200	0%	58,091	41,306
	578,349	981,672	593,541	388,131	60%	710,136	321,853
Other Agencies:							
Fire districts	-	74,600	30,000	44,600	40%	640,990	287,957
Rescue Squads	332,800	332,800	86,775	246,025	26%	330,000	82,125
	332,800	407,400	116,775	290,625	29%	970,990	370,082
Building/Fire Inspections and Central Permitting							
Salaries	1,469,965	1,602,116	855,276	746,840	53%	1,358,514	648,048
Fringe benefits	514,695	552,569	265,038	287,531	48%	428,752	204,431
Operating costs	157,675	178,363	82,375	95,988	46%	179,826	68,352
Capital outlay	-	91,800	58,815	32,985	64%	207,646	144,974
	2,142,335	2,424,848	1,261,504	1,163,344	52%	2,174,738	1,065,805
Central Communications:							
Salaries	1,660,205	1,782,548	878,937	903,611	49%	1,425,662	710,064
Fringe benefits	627,456	652,371	295,916	356,455	45%	554,861	277,712
Operating costs	242,732	252,112	76,849	175,263	30%	161,342	88,985
Capital outlay	118,558	118,558	21,904	96,654	18%	264,505	42,981
	2,648,951	2,805,589	1,273,606	1,531,983	45%	2,406,370	1,119,742

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	<u>Original Budget</u>	<u>Current Budget</u>	<u>December 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2018</u>	<u>December 31, 2017</u>
Animal Protective Services:							
Salaries	562,171	615,180	345,559	269,621	56%	544,852	274,686
Fringe benefits	218,183	222,206	121,760	100,446	55%	223,842	112,418
Operating costs	294,549	352,750	141,138	211,612	40%	305,960	160,348
Capital outlay	-	-	-	-	na	89,616	73,022
	<u>1,074,903</u>	<u>1,190,136</u>	<u>608,457</u>	<u>581,679</u>	51%	<u>1,164,270</u>	<u>620,474</u>
Total public safety	<u>42,054,707</u>	<u>47,412,701</u>	<u>24,753,316</u>	<u>22,659,385</u>	52%	<u>40,502,401</u>	<u>19,823,100</u>
Transportation:							
Cape Fear Regional Jetport	97,000	97,000	48,500	48,500	50%	97,000	48,500
Odell Williamson Mun. Air.	27,500	27,500	13,750	13,750	50%	27,500	13,750
Cape Fear Transp. Authority	31,138	31,138	31,138	-	100%	30,230	30,230
Brunswick Transit System	-	295,087	173,165	121,922	59%	230,887	115,444
Total transportation	<u>155,638</u>	<u>450,725</u>	<u>266,553</u>	<u>184,172</u>	59%	<u>385,617</u>	<u>207,924</u>
Environmental Protection:							
Solid Waste:							
Salaries	325,369	333,008	184,118	148,890	55%	312,578	154,663
Fringe benefits	127,118	127,118	67,338	59,780	53%	126,113	61,589
Operating costs	15,619,045	15,643,045	8,032,571	7,610,474	51%	14,803,245	7,287,351
Capital outlay	211,300	211,300	164,553	46,747	78%	533,296	533,296
	<u>16,282,832</u>	<u>16,314,471</u>	<u>8,448,580</u>	<u>7,865,891</u>	52%	<u>15,775,232</u>	<u>8,036,899</u>
Other:							
Forestry services	235,063	235,063	85,734	149,329	36%	199,781	85,262
Total environmental protection	<u>16,517,895</u>	<u>16,549,534</u>	<u>8,534,314</u>	<u>8,015,220</u>	52%	<u>15,975,013</u>	<u>8,122,161</u>
Economic Development:							
Zoning/Solid Waste Enforcement:							
Salaries	140,397	140,397	65,168	75,229	46%	132,464	58,396
Fringe benefits	54,711	54,711	25,407	29,304	46%	51,750	23,524
Operating costs	14,190	14,190	5,230	8,960	37%	13,929	4,940
Capital outlay	30,000	30,000	29,705	295	99%	-	-
	<u>239,298</u>	<u>239,298</u>	<u>125,510</u>	<u>113,788</u>	52%	<u>198,143</u>	<u>86,860</u>
Planning:							
Salaries	409,603	457,636	216,642	240,994	47%	392,502	208,919
Fringe benefits	144,711	163,678	72,794	90,884	44%	131,875	69,770
Operating costs	130,450	130,450	52,049	78,401	40%	112,363	43,053
Capital outlay	30,000	30,000	23,939	6,061	80%	-	-
	<u>714,764</u>	<u>781,764</u>	<u>365,424</u>	<u>416,340</u>	47%	<u>636,740</u>	<u>321,742</u>
Cooperative Extension:							
Salaries	312,416	352,454	127,402	225,052	36%	300,694	128,815
Fringe benefits	154,261	157,324	43,590	113,734	28%	115,770	42,715
Operating costs	121,983	128,522	43,994	84,528	34%	104,232	43,353
Capital outlay	35,000	35,000	-	35,000	0%	5,485	-
	<u>623,660</u>	<u>673,300</u>	<u>214,986</u>	<u>458,314</u>	32%	<u>526,181</u>	<u>214,883</u>
Soil and Water Conservation:							
Salaries	158,292	158,292	81,601	76,691	52%	153,759	78,660
Fringe benefits	58,429	58,429	29,500	28,929	50%	59,028	29,886
Operating costs	17,800	20,550	6,034	14,516	29%	17,548	8,158
	<u>234,521</u>	<u>237,271</u>	<u>117,135</u>	<u>120,136</u>	49%	<u>230,335</u>	<u>116,704</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	December 31, 2018	Variance Positive (Negative)	% of Budget	June 30, 2018	December 31, 2017
Public Housing Section 8:							
Salaries	136,627	136,627	45,658	90,969	33%	122,196	72,242
Fringe benefits	55,296	55,296	17,843	37,453	32%	49,991	29,878
Operating costs	2,163,180	2,163,180	958,603	1,204,577	44%	1,987,786	980,393
	<u>2,355,103</u>	<u>2,355,103</u>	<u>1,022,104</u>	<u>1,332,999</u>	43%	<u>2,159,973</u>	<u>1,082,513</u>
Economic Development:							
Salaries	-	-	-	-	na	27,539	25,885
Fringe benefits	-	-	-	-	na	2,107	1,980
Operating costs	425,000	425,000	212,500	212,500	50%	395,354	32,874
	<u>425,000</u>	<u>425,000</u>	<u>212,500</u>	<u>212,500</u>	50%	<u>425,000</u>	<u>60,739</u>
1% Occupancy Tax:							
Operating costs	1,500,000	1,500,000	982,242	517,758	65%	1,589,493	951,137
Other Economic Development:							
Boiling Spring Lakes	288,750	288,750	-	288,750	0%	-	-
Holden Beach Special					0%	-	-
Obligation Bond	1,422,360	1,422,360	-	1,422,360		-	-
Lockwood Folly & Shallotte	-	190,000	190,000	-	100%	177,868	-
Dredging							
Reserve for shoreline	600,000	505,000	6,134	498,866	1%	-	-
	<u>2,311,110</u>	<u>2,406,110</u>	<u>196,134</u>	<u>2,209,976</u>	8%	<u>177,868</u>	<u>-</u>
Total economic development	<u>8,403,456</u>	<u>8,617,846</u>	<u>3,236,035</u>	<u>5,381,811</u>	38%	<u>5,943,733</u>	<u>2,834,578</u>
Human Services:							
Health:							
Administration:							
Salaries	2,329,222	2,438,770	1,242,954	1,195,816	51%	2,042,688	1,040,524
Fringe benefits	1,223,311	1,236,863	492,379	744,484	40%	1,133,667	568,678
Operating costs	269,750	271,750	122,571	149,179	45%	450,005	283,048
Capital outlay	-	30,000	-	30,000	0%	84,387	55,457
	<u>3,822,283</u>	<u>3,977,383</u>	<u>1,857,904</u>	<u>2,119,479</u>	47%	<u>3,710,747</u>	<u>1,947,707</u>
Communicable Diseases:							
Operating costs	413,900	413,900	196,868	217,032	48%	322,702	222,837
Adult Health Maintenance:							
Operating costs	448,655	430,545	60,046	370,499	14%	148,520	58,560
Senior Health							
Salaries	52,468	52,468	26,947	25,521	51%	51,459	27,783
Fringe benefits	20,871	20,871	10,252	10,619	49%	21,136	10,421
Operating costs	3,835	3,835	1,607	2,228	42%	3,451	1,737
	<u>77,174</u>	<u>77,174</u>	<u>38,806</u>	<u>38,368</u>	50%	<u>76,046</u>	<u>39,941</u>
Maternal and Child Health:							
Salaries	385,259	390,535	177,625	212,910	45%	352,193	179,776
Fringe benefits	165,198	166,399	71,034	95,365	43%	151,228	74,526
Operating costs	594,240	619,240	229,712	389,528	37%	490,343	218,206
Capital outlay	7,100	7,100	6,222	878	88%	-	-
	<u>1,151,797</u>	<u>1,183,274</u>	<u>484,593</u>	<u>698,681</u>	41%	<u>993,764</u>	<u>472,508</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	<u>Original Budget</u>	<u>Current Budget</u>	<u>December 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2018</u>	<u>December 31, 2017</u>
Environmental Health:							
Salaries	1,059,934	1,122,724	550,037	572,687	49%	1,002,967	489,402
Fringe benefits	364,996	385,834	179,517	206,317	47%	348,471	168,964
Operating costs	190,771	397,914	293,134	104,780	74%	178,253	71,833
Capital outlay	86,810	85,580	78,010	7,570	91%	18,134	-
	<u>1,702,511</u>	<u>1,992,052</u>	<u>1,100,698</u>	<u>891,354</u>	<u>55%</u>	<u>1,547,825</u>	<u>730,199</u>
Total health	<u>7,616,320</u>	<u>8,074,328</u>	<u>3,738,915</u>	<u>4,335,413</u>	<u>46%</u>	<u>6,799,604</u>	<u>3,471,752</u>
Veterans' Services:							
Salaries	138,941	138,941	72,757	66,184	52%	134,211	65,406
Fringe benefits	54,414	54,414	25,824	28,590	47%	55,007	27,168
Operating costs	17,655	17,655	6,789	10,866	38%	14,515	6,085
Total veterans' services	<u>211,010</u>	<u>211,010</u>	<u>105,370</u>	<u>105,640</u>	<u>50%</u>	<u>203,733</u>	<u>98,659</u>
Social Services:							
Administration:							
Salaries	7,114,785	7,351,783	3,577,382	3,774,401	49%	6,545,048	3,333,853
Fringe benefits	3,399,525	3,447,437	1,375,646	2,071,791	40%	3,330,513	1,713,665
Operating costs	2,655,458	2,919,024	863,123	2,055,901	30%	2,465,535	1,057,769
Capital outlay	75,000	75,000	56,475	18,525	75%	172,127	71,697
	<u>13,244,768</u>	<u>13,793,244</u>	<u>5,872,626</u>	<u>7,920,618</u>	<u>43%</u>	<u>12,513,223</u>	<u>6,176,984</u>
Other Operating Costs:							
Medical assistance	20,000	20,000	848	19,152	4%	1,196	69
Aid to the blind	7,850	7,850	7,845	5	100%	5,361	-
Adoption assistance	280,000	280,000	115,254	164,746	41%	237,807	121,961
Special assistance	470,000	470,000	167,359	302,641	36%	388,663	196,073
Foster care	950,000	950,000	268,200	681,800	28%	460,113	168,982
State foster home	335,000	335,000	190,069	144,931	57%	278,604	115,163
Special assistance	25,121	25,121	9,203	15,918	37%	21,479	7,149
Day care	23,000	23,000	-	23,000	0%	397,021	397,021
Special child adopt. assistance	-	84,851	36,815	48,036	43%	88,894	37,064
	<u>2,110,971</u>	<u>2,195,822</u>	<u>795,593</u>	<u>1,400,229</u>	<u>36%</u>	<u>1,879,138</u>	<u>1,043,482</u>
Total social services	<u>15,355,739</u>	<u>15,989,066</u>	<u>6,668,219</u>	<u>9,320,847</u>	<u>42%</u>	<u>14,392,361</u>	<u>7,220,466</u>
Other Human Services:							
Trillium Health Resources	250,443	250,443	125,222	125,221	50%	250,443	62,608
Brunswick Senior Resources	2,387,618	2,482,419	1,227,610	1,254,809	49%	2,076,705	1,038,353
Other human services	-	127,097	62,764	64,333	49%	127,883	63,122
	<u>2,638,061</u>	<u>2,859,959</u>	<u>1,415,596</u>	<u>1,444,363</u>	<u>49%</u>	<u>2,455,031</u>	<u>1,164,083</u>
Total human services	<u>25,821,130</u>	<u>27,134,363</u>	<u>11,928,100</u>	<u>15,206,263</u>	<u>44%</u>	<u>23,850,729</u>	<u>11,954,960</u>
Education:							
Public schools	39,918,820	39,918,820	19,959,414	19,959,406	50%	37,298,995	18,649,500
Public schools - capital outlay	837,458	837,458	418,734	418,724	50%	782,496	391,248
Community college	4,249,867	4,124,064	2,092,130	2,031,934	51%	4,193,167	1,987,215
Community college - cap. out.	150,000	365,000	167,900	197,100	46%	68,000	34,000
Total education	<u>45,156,145</u>	<u>45,245,342</u>	<u>22,638,178</u>	<u>22,607,164</u>	<u>50%</u>	<u>42,342,658</u>	<u>21,061,963</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	<u>Original Budget</u>	<u>Current Budget</u>	<u>December 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2018</u>	<u>December 31, 2017</u>
Culture and Recreation:							
Parks and Recreation:							
Administration:							
Salaries	673,238	684,791	337,728	347,063	49%	628,820	326,445
Fringe benefits	190,448	199,411	95,706	103,705	48%	189,400	94,595
Operating costs	664,680	722,138	252,735	469,403	35%	548,234	264,672
Capital outlay	389,000	389,000	68,975	320,025	18%	49,283	-
	<u>1,917,366</u>	<u>1,995,340</u>	<u>755,144</u>	<u>1,240,196</u>	<u>38%</u>	<u>1,415,737</u>	<u>685,712</u>
Maintenance:							
Salaries	801,783	801,783	403,611	398,172	50%	746,088	379,324
Fringe benefits	311,875	311,875	150,584	161,291	48%	300,847	150,586
Operating costs	429,220	429,220	124,491	304,729	29%	445,966	192,755
Capital outlay	160,000	160,000	68,716	91,284	43%	96,663	40,621
	<u>1,702,878</u>	<u>1,702,878</u>	<u>747,402</u>	<u>955,476</u>	<u>44%</u>	<u>1,589,564</u>	<u>763,286</u>
Total Parks and Recreation	<u>3,620,244</u>	<u>3,698,218</u>	<u>1,502,546</u>	<u>2,195,672</u>	<u>41%</u>	<u>3,005,301</u>	<u>1,448,998</u>
Brunswick County Library:							
Salaries	792,551	792,551	385,085	407,466	49%	729,865	367,574
Fringe benefits	316,173	316,173	149,928	166,245	47%	299,256	151,655
Operating costs	238,900	243,900	96,620	147,280	40%	265,328	118,426
	<u>1,347,624</u>	<u>1,352,624</u>	<u>631,633</u>	<u>720,991</u>	<u>47%</u>	<u>1,294,449</u>	<u>637,655</u>
Total culture and recreation	<u>4,967,868</u>	<u>5,050,842</u>	<u>2,134,179</u>	<u>2,916,663</u>	<u>42%</u>	<u>4,299,750</u>	<u>2,086,653</u>
Debt Service:							
Principal retirement	11,233,462	11,233,462	163,460	11,070,002	1%	11,383,292	2,428,292
Interest and fees	2,227,245	2,227,245	1,115,649	1,111,596	50%	2,569,088	1,309,975
Total debt service	<u>13,460,707</u>	<u>13,460,707</u>	<u>1,279,109</u>	<u>12,181,598</u>	<u>10%</u>	<u>13,952,380</u>	<u>3,738,267</u>
Total expenditures	<u>187,382,760</u>	<u>205,535,551</u>	<u>93,147,488</u>	<u>112,388,063</u>	<u>45%</u>	<u>173,327,363</u>	<u>83,148,752</u>
Revenues over (under) expenditures	<u>150,664</u>	<u>(5,671,480)</u>	<u>25,259,632</u>	<u>30,931,112</u>	<u>-445%</u>	<u>18,977,379</u>	<u>30,501,852</u>
Other Financing Sources (Uses):							
Issuance of long-term debt	-	-	-	-	na	505,057	505,057
Transfers From Other Funds:							
Transfer from county capital project fund	-	-	-	-	na	10,510	-
Transfers To Other Funds:							
Transfer to county capital projects fund	(750,000)	(2,550,000)	(2,550,000)	-	100%	(10,947,387)	(1,731,388)
Transfer to grant projects funds	-	-	-	-	na	(9,646)	(9,642)
Transfer to emergency telephone system fund	-	-	-	-	na	(1,132)	-
Transfer to school capital projects fund	(4,386,275)	(4,386,275)	-	4,386,275	0%	(6,239,924)	-
	<u>(5,136,275)</u>	<u>(6,936,275)</u>	<u>(2,550,000)</u>	<u>4,386,275</u>	<u>37%</u>	<u>(17,198,089)</u>	<u>(1,741,030)</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	<u>Original Budget</u>	<u>Current Budget</u>	<u>December 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2018</u>	<u>December 31, 2017</u>
Budgetary Financing Sources (Uses):							
Appropriated fund balance	<u>4,985,611</u>	<u>12,607,755</u>	<u>-</u>	<u>(12,607,755)</u>	0%	<u>-</u>	<u>-</u>
Total other financing sources (uses)	<u>(150,664)</u>	<u>5,671,480</u>	<u>(2,550,000)</u>	<u>(8,221,480)</u>	-45%	<u>(16,682,522)</u>	<u>(1,235,973)</u>
Net change in fund balance	\$ -	\$ -	22,709,632	\$ 22,709,632		2,294,857	29,265,879
Fund balance, beginning of year			<u>75,904,545</u>			<u>73,609,688</u>	<u>73,609,688</u>
Fund balance, end of year			<u>\$ 98,614,177</u>			<u>\$ 75,904,545</u>	<u>\$ 102,875,567</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental-NC Dept. of Transportation	\$ 23,184,194	\$ 19,299,758	\$ 750,297	\$ 20,050,055
Restricted intergovernmental-NC Parks & Rec. Trust Fund	750,500	-	-	-
Investment earnings	128,008	311,047	109,521	420,568
Performance bonds	290,876	290,876	-	290,876
Other	629,716	573,803	11,784	585,587
Total revenues	<u>24,983,294</u>	<u>20,475,484</u>	<u>871,602</u>	<u>21,347,086</u>
Expenditures:				
General Government:				
Court House Renovation	10,650,800	71,430	101,500	172,930
Court House Parking Lot	207,370	103,318	5,404	108,722
	<u>10,858,170</u>	<u>174,748</u>	<u>106,904</u>	<u>281,652</u>
Environmental protection:				
Future Capital Projects	<u>9,517,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Economic Development:				
Springlake at Maritime Shores	<u>274,585</u>	<u>-</u>	<u>-</u>	<u>-</u>
Cultural and recreation:				
OIB Park Improvements	5,850,000	1,148,497	2,407,635	3,556,132
Smithville Park Improvements	6,089,666	5,672,028	193,332	5,865,360
Brunswick Waterway Park Improvements	644,083	49,966	51,639	101,605
Calabash Senior Center	2,459,714	2,369,319	-	2,369,319
	<u>15,043,463</u>	<u>9,239,810</u>	<u>2,652,606</u>	<u>11,892,416</u>
Transportation:				
Airport Improvements	<u>26,364,844</u>	<u>20,489,243</u>	<u>1,021,523</u>	<u>21,510,766</u>
Education:				
Future Capital Projects	<u>2,051,905</u>	<u>-</u>	<u>-</u>	<u>-</u>
Other:				
Future Capital Projects	<u>84,153</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>64,194,120</u>	<u>29,903,801</u>	<u>3,781,033</u>	<u>33,684,834</u>
Revenues over (under) expenditures	(39,210,826)	(9,428,317)	(2,909,431)	(12,337,748)
Other Financing Sources (Uses):				
Appropriated fund balance	4,805,618	-	-	-
Transfer from general fund	36,394,647	33,844,651	2,550,000	36,394,651
Transfer to general fund	(1,989,439)	(1,989,439)	-	(1,989,439)
Total other financing sources (uses)	<u>39,210,826</u>	<u>31,855,212</u>	<u>2,550,000</u>	<u>34,405,212</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 22,426,895</u>	<u>(359,431)</u>	<u>\$ 22,067,464</u>
Fund balance, beginning of year			<u>27,251,373</u>	
Fund balance, end of year			<u>\$ 26,891,942</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Project Budget	Prior Years	Actual Current Year	Total to Date
Revenues:				
NC Public Education Lottery	\$ 7,082,039	\$ 7,092,797	\$ -	\$ 7,092,797
Investment earnings	1,189,435	1,410,613	50,674	1,461,287
Investment earnings-debt proceeds	-	33,970	479,555	513,525
Total revenues	<u>8,271,474</u>	<u>8,537,380</u>	<u>530,229</u>	<u>9,067,609</u>
Expenditures:				
Brunswick County Schools	122,874,136	53,550,687	9,386,252	62,936,939
Brunswick Community College	<u>31,665,911</u>	<u>31,523,490</u>	-	<u>31,523,490</u>
Total expenditures	<u>154,540,047</u>	<u>85,074,177</u>	<u>9,386,252</u>	<u>94,460,429</u>
Revenues over (under) expenditures	(146,268,573)	(76,536,797)	(8,856,023)	(85,392,820)
Other Financing Sources (Uses):				
Transfer from general fund	56,603,514	52,217,238	-	52,217,238
Transfer to general fund	(314,013)	(314,013)	-	(314,013)
Premium on bonds issued	3,471,659	3,471,660	-	3,471,660
Debt financing issued	79,955,000	79,955,000	-	79,955,000
Appropriated fund balance	<u>6,552,413</u>	-	-	-
Total other financing sources (uses)	<u>146,268,573</u>	<u>135,329,885</u>	-	<u>135,329,885</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 58,793,088</u>	(8,856,023)	<u>\$ 49,937,065</u>
Fund balance, beginning of year			<u>65,345,502</u>	
Fund balance, end of year			<u>\$ 56,489,479</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Emergency Telephone System Fund	Grant Project	ROD- Technology Enhancement Fund	Total
Assets:				
Cash and cash equivalents/investments	\$ 1,094,313	\$ -	\$ 876,253	\$ 1,970,566
Interest receivable	293	-	243	536
Receivables, net	4,723	-	-	4,723
Total assets	<u>1,099,329</u>	<u>-</u>	<u>876,496</u>	<u>1,975,825</u>
Liabilities:				
Accounts payable and other liabilities	-	-	4,861	4,861
Due to other funds	-	4,892	-	4,892
Total liabilities	<u>-</u>	<u>4,892</u>	<u>4,861</u>	<u>9,753</u>
Fund Balance:				
Stabilization by State Statute	5,016	-	243	5,259
Restricted - other	1,094,313	-	871,392	1,965,705
Unassigned	-	(4,892)	-	(4,892)
Total fund balances	<u>1,099,329</u>	<u>(4,892)</u>	<u>871,635</u>	<u>1,966,072</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 1,099,329</u>	<u>\$ -</u>	<u>\$ 876,496</u>	<u>\$ 1,975,825</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Emergency Telephone System Fund	Grant Project	ROD- Technology Enhancement Fund	Total
Revenues:				
Restricted intergovernmental	\$ 228,336	\$ 88,038	\$ -	\$ 316,374
Permits and fees	-	-	71,377	71,377
Investment earnings	4,445	-	3,736	8,181
Total revenues	<u>232,781</u>	<u>88,038</u>	<u>75,113</u>	<u>395,932</u>
Expenditures:				
General government	-	92,930	55,632	148,562
Public safety	192,685	-	-	192,685
Total expenditures	<u>192,685</u>	<u>92,930</u>	<u>55,632</u>	<u>341,247</u>
Revenues over (under) expenditures	40,096	(4,892)	19,481	54,685
Fund balance, beginning of year	<u>1,059,233</u>	<u>-</u>	<u>852,154</u>	<u>1,911,387</u>
Fund balance, end of year	<u>\$ 1,099,329</u>	<u>\$ (4,892)</u>	<u>\$ 871,635</u>	<u>\$ 1,966,072</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Budget	December 31, 2018	Variance Positive (Negative)	June 30, 2018	December 31, 2017
Revenues:					
Restricted intergovernmental	\$ 548,008	\$ 228,336	\$ (319,672)	\$ 782,424	\$ 326,010
Investment earnings	-	4,445	4,445	5,238	2,230
Total revenues	<u>548,008</u>	<u>232,781</u>	<u>(315,227)</u>	<u>787,662</u>	<u>328,240</u>
Expenditures:					
Operating costs	798,008	192,685	605,323	479,398	187,839
Capital outlay	<u>59,872</u>	<u>-</u>	<u>59,872</u>	<u>307,918</u>	<u>98,451</u>
Total expenditures	<u>857,880</u>	<u>192,685</u>	<u>665,195</u>	<u>787,316</u>	<u>286,290</u>
Revenues over (under) expenditures	(309,872)	40,096	349,968	346	41,950
Other Financing Sources (Uses):					
Transfers from general fund	-	-	-	1,132	-
Appropriated fund balance	<u>309,872</u>	<u>-</u>	<u>(309,872)</u>	<u>-</u>	<u>-</u>
Total other financing sources (uses)	<u>309,872</u>	<u>-</u>	<u>(309,872)</u>	<u>1,132</u>	<u>-</u>
Net change in fund balance	<u>\$ -</u>	40,096	<u>\$ 40,096</u>	1,478	41,950
Fund balance, beginning of year		<u>1,059,233</u>		<u>1,057,755</u>	<u>1,057,755</u>
Fund balance, end of year		<u>\$ 1,099,329</u>		<u>\$ 1,059,233</u>	<u>\$ 1,099,705</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Actual		
Project Authorization	Prior Years	Current Year	Total to Date
Revenues:			
Restricted intergovernmental	\$ 1,375,000	\$ 851,957	\$ 88,038
Total revenues	<u>1,375,000</u>	<u>851,957</u>	<u>88,038</u>
Expenditures:			
SAMHSA Expansion Grant FY 19-24	400,000	-	4,891
SAMHSA	<u>975,000</u>	<u>851,957</u>	<u>88,039</u>
Total expenditures	<u>1,375,000</u>	<u>851,957</u>	<u>92,930</u>
Revenues over (under) expenditures	-	-	(4,892)
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>(4,892)</u>
Fund balance, beginning of year			-
Fund balance, end of year			<u>\$ (4,892)</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Budget	December 31, 2018	Variance Positive (Negative)	June 30, 2018	December 31, 2017
Revenues:					
Permits and fees	\$ 165,500	\$ 71,377	\$ (94,123)	\$ 161,663	\$ 81,797
Investment earnings	3,500	3,736	236	4,317	1,824
Total revenues	<u>169,000</u>	<u>75,113</u>	<u>(93,887)</u>	<u>165,980</u>	<u>83,621</u>
Expenditures:					
General government	<u>212,699</u>	<u>55,632</u>	<u>157,067</u>	<u>152,451</u>	<u>53,180</u>
Revenues over (under) expenditures	(43,699)	19,481	63,180	13,529	30,441
Other Financing Sources (Uses):					
Appropriated fund balance	<u>43,699</u>	<u>-</u>	<u>(43,699)</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ -</u>	19,481	<u>\$ 19,481</u>	13,529	30,441
Fund balance, beginning of year		<u>852,154</u>		<u>838,625</u>	<u>838,625</u>
Fund balance, end of year		<u>\$ 871,635</u>		<u>\$ 852,154</u>	<u>\$ 869,066</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	<u>Water Fund</u>	<u>Water Capital Projects</u>	<u>Total</u>
Current Assets:			
Cash, cash equivalents and investments	\$ 27,714,376	\$ 4,141,170	\$ 31,855,546
Restricted cash	2,817,487	-	2,817,487
Interest receivable	8,271	1,508	9,779
Receivables and special assessments, net	3,430,259	-	3,430,259
Due from other governmental agencies	93,986	25,441	119,427
Inventories	1,783,406	-	1,783,406
Total current assets	<u>35,847,785</u>	<u>4,168,119</u>	<u>40,015,904</u>
Current Liabilities:			
Accounts payable and other liabilities	449,473	-	449,473
Customer deposits	1,919,083	-	1,919,083
Interest payable	263,945	-	263,945
Current portion of debt	1,366,522	-	1,366,522
Total current liabilities	<u>3,999,023</u>	<u>-</u>	<u>3,999,023</u>
Expendable net position	31,848,762	4,168,119	36,016,881
Noncurrent Items:			
Non-depreciable capital assets	3,988,162	-	3,988,162
Depreciable capital assets, net	152,285,036	-	152,285,036
Deferred outflow	929,607	-	929,607
Net pension liability	(830,190)	-	(830,190)
Compensated absences	(394,166)	-	(394,166)
Total other post-employment liability	(11,193,772)	-	(11,193,772)
Non-current portion of debt	(22,109,040)	-	(22,109,040)
Deferred inflow	(1,159,238)	-	(1,159,238)
Total net position	<u>\$ 153,365,161</u>	<u>\$ 4,168,119</u>	<u>\$ 157,533,280</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	<u>Original Budget</u>	<u>Current Budget</u>	<u>December 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2018</u>	<u>December 31, 2017</u>
Revenues:							
User charges	\$ 23,072,000	\$ 23,072,000	\$ 13,188,448	\$ (9,883,552)	57%	\$ 24,141,941	\$ 13,385,273
Restricted intergovernmental	-	3,797,331	-	(3,797,331)	0%	216,000	-
Investment earnings	70,000	70,000	131,624	61,624	188%	142,897	57,032
Other	476,468	476,468	190,624	(285,844)	40%	601,302	170,176
Total revenues	<u>23,618,468</u>	<u>27,415,799</u>	<u>13,510,696</u>	<u>(13,905,103)</u>	49%	<u>25,102,140</u>	<u>13,612,481</u>
Expenditures:							
Salaries	4,932,754	5,142,948	2,616,782	2,526,166	51%	4,563,616	2,235,335
Fringe benefits	2,368,799	2,410,992	1,063,464	1,347,528	44%	1,957,864	961,983
Operating expenditures	7,177,542	11,813,542	4,316,545	7,496,997	37%	6,739,172	3,440,733
Repairs and maintenance	1,578,200	1,541,568	576,737	964,831	37%	1,796,403	949,862
Capital outlay	1,619,100	2,320,285	924,649	1,395,636	40%	1,611,908	725,587
Debt Service:							
Principal	1,220,861	1,220,861	70,294	1,150,567	6%	1,179,148	67,364
Interest	1,021,068	1,021,068	511,341	509,727	50%	1,068,790	535,180
Total expenditures	<u>19,918,324</u>	<u>25,471,264</u>	<u>10,079,812</u>	<u>15,391,452</u>	40%	<u>18,916,901</u>	<u>8,916,044</u>
Revenues over (under) expenditures	3,700,144	1,944,535	3,430,884	1,486,349	176%	6,185,239	4,696,437
Other Financing Sources (Uses):							
Transfer to water capital project fund	(4,610,144)	(3,368,607)	(790,000)	2,578,607	23%	(2,715,507)	(635,000)
Transfer from water capital project fund	910,000	-	-	-	na	173,000	-
Appropriated net position	-	1,424,072	-	(1,424,072)	0%	-	-
Total other fin. sources (uses)	<u>(3,700,144)</u>	<u>(1,944,535)</u>	<u>(790,000)</u>	<u>1,154,535</u>	41%	<u>(2,542,507)</u>	<u>(635,000)</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,640,884</u>	<u>\$ 2,640,884</u>		<u>\$ 3,642,732</u>	<u>\$ 4,061,437</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

		Actual		
	Project Budget	Prior Year	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	\$ 381,655	\$ 381,655	\$ -	\$ 381,655
Investment earnings	120,276	122,884	23,338	146,222
Assessments	52,724	39,495	-	39,495
Penalties and interest assessments	-	13,229	-	13,229
Other	500,000	-	-	-
Total revenues	<u>1,054,655</u>	<u>557,263</u>	<u>23,338</u>	<u>580,601</u>
Expenditures:				
Southeast Water Tank	65,000	50,550	-	50,550
NCDOT Hwy 211 Expansion	391,155	384,990	-	384,990
FY16 Water Mains Top 7 and Apollo	1,905,000	1,612,801	47,417	1,660,218
Middleton Road Water Main	949,178	949,178	-	949,178
US 74/76 Fire Protection	1,019,296	119,276	801,646	920,922
Gilbert Road Water Main	978,479	978,479	-	978,479
Bailey Road Project	139,615	8,640	103,215	111,855
Raw Water Mains Project	850,000	398,772	81,072	479,844
Sunset Harbor Water Main	564,000	73,105	13,399	86,504
Shallotte Transmission Main	270,000	-	-	-
NW Plant Treatment Expansion 12MGD	21,120,110	579,890	811,648	1,391,538
74-76 Mintz Dr. to Old Maco	65,000	-	-	-
Total expenditures	<u>28,316,833</u>	<u>5,155,681</u>	<u>1,858,397</u>	<u>7,014,078</u>
Revenues over (under) expenditures	(27,262,178)	(4,598,418)	(1,835,059)	(6,433,477)
Other Financing Sources (Uses):				
Long term debt issued	20,520,510	-	-	-
Transfers from water fund	9,734,877	9,009,887	790,000	9,799,887
Transfers to water fund	(985,770)	(985,770)	-	(985,770)
Future capital projects	(3,790,936)	-	-	-
Appropriated fund balance	1,783,497	-	-	-
Total other financing sources (uses)	<u>27,262,178</u>	<u>8,024,117</u>	<u>790,000</u>	<u>8,814,117</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ 3,425,699</u>	<u>\$ (1,045,059)</u>	<u>\$ 2,380,640</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Wastewater Fund	Wastewater Capital Projects	Total
Current Assets:			
Cash and cash equivalents/investments	\$ 21,749,235	\$ 1,935,861	\$ 23,685,096
Restricted cash	6,191,339	-	6,191,339
Interest receivable	5,954	589	6,543
Receivables and special assessments, net	6,008,921	-	6,008,921
Due from other governmental agencies	271,284	-	271,284
Inventories	344,146	-	344,146
Total current assets	<u>34,570,879</u>	<u>1,936,450</u>	<u>36,507,329</u>
Current Liabilities:			
Accounts payable and other liabilities	217,726	-	217,726
Interest payable	878,275	-	878,275
Prepaid fees	745,822	-	745,822
Current portion of debt	10,439,315	-	10,439,315
Total current liabilities	<u>12,281,138</u>	<u>-</u>	<u>12,281,138</u>
Expendable net position	22,289,741	1,936,450	24,226,191
Noncurrent Items:			
Non-depreciable capital assets	2,811,584	-	2,811,584
Depreciable capital assets, net	219,512,058	-	219,512,058
Deferred outflow	519,473	-	519,473
Net pension liability	(443,295)	-	(443,295)
Compensated absences	(192,232)	-	(192,232)
Total other post-employment liability	(6,109,240)	-	(6,109,240)
Non-current portion of debt	(87,341,175)	-	(87,341,175)
Deferred inflow	(664,927)	-	(664,927)
Total net position	<u>\$ 150,381,987</u>	<u>\$ 1,936,450</u>	<u>\$ 152,318,437</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	<u>Original Budget</u>	<u>Current Budget</u>	<u>December 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2018</u>	<u>December 31, 2017</u>
Revenues:							
User charges	\$ 22,689,098	\$ 23,189,098	\$ 12,629,181	\$ (10,559,917)	54%	\$ 26,783,874	\$ 12,178,075
ARRA interest subsidy	91,833	91,833	46,264	(45,569)	50%	120,086	59,946
Special assessments	13,000	13,000	51,229	38,229	394%	2,026,174	59,549
Investment earnings	50,000	50,000	123,207	73,207	246%	127,646	43,386
Restricted intergovernmental	-	497,681	-	(497,681)	0%	-	-
Other	137,400	182,400	67,389	(115,011)	37%	221,124	87,680
Total revenues	<u>22,981,331</u>	<u>24,024,012</u>	<u>12,917,270</u>	<u>(11,106,742)</u>	54%	<u>29,278,904</u>	<u>12,428,636</u>
Expenditures:							
Salaries	2,632,844	2,768,344	1,477,218	1,291,126	53%	2,481,261	1,228,775
Fringe benefits	1,221,374	1,249,448	593,494	655,954	48%	989,586	491,308
Operating expenditures	4,456,393	5,526,735	2,494,784	3,031,951	45%	4,130,740	1,705,754
Repairs and maintenance	1,742,050	1,783,230	873,746	909,484	49%	1,986,908	862,690
Capital outlay	2,409,825	4,724,512	1,486,197	3,238,315	31%	1,975,825	560,881
Debt Service:							
Principal	10,014,492	10,014,492	802,910	9,211,582	8%	9,840,547	784,553
Interest	3,688,912	3,688,912	1,849,278	1,839,634	50%	4,027,464	2,018,449
Total expenditures	<u>26,165,890</u>	<u>29,755,673</u>	<u>9,577,627</u>	<u>20,178,046</u>	32%	<u>25,432,331</u>	<u>7,652,410</u>
Revenues over (under) expenditures	(3,184,559)	(5,731,661)	3,339,643	9,071,304	-58%	3,846,573	4,776,226
Other Financing Sources (Uses):							
Transfer to wastewater capital project	(800,000)	(325,558)	(325,558)	-	100%	(634,012)	(634,012)
Transfer from wastewater capital project	1,175,000	375,000	375,000	-	100%	1,638,171	1,445,452
Appropriated net position	2,809,559	5,682,219	-	(5,682,219)	0%	-	-
Total other fin. sources (uses)	<u>3,184,559</u>	<u>5,731,661</u>	<u>49,442</u>	<u>(5,682,219)</u>	1%	<u>1,004,159</u>	<u>811,440</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,389,085</u>	<u>\$ 3,389,085</u>		<u>\$ 4,850,732</u>	<u>\$ 5,587,666</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	\$ 97,302	\$ 46,276	\$ -	\$ 46,276
Assessments	557,053	557,052	-	557,052
SAD interest and penalties	99,017	102,512	-	102,512
Investment earnings	97,462	124,216	14,301	138,517
West Brunswick Regional WWTP Southport Contribution	2,654,400	-	-	-
Total revenues	3,505,234	830,056	14,301	844,357
Expenditures:				
NCDOT Hwy 211 Expansion	121,702	105,145	15,350	120,495
WBRWWTF Expansion Southport	2,630,000	464,663	131,530	596,193
NEBRWWTP Expansion	2,392,000	99,598	177,919	277,517
Total expenditures	5,143,702	669,406	324,799	994,205
Revenues over (under) expenditures	(1,638,468)	160,650	(310,498)	(149,848)
Other Financing Sources (Uses):				
Long term debt issued	2,392,000	-	-	-
Transfer from wastewater fund	3,484,201	3,158,647	325,558	3,484,205
Transfer to wastewater fund	(5,549,234)	(5,549,234)	(375,000)	(5,924,234)
Future capital projects	(2,869,095)	-	-	-
Appropriated fund balance	4,180,596	-	-	-
Total other financing sources (uses)	1,638,468	(2,390,587)	(49,442)	(2,440,029)
Revenues and other financing sources over (under) expenditures and other financing uses	\$ -	\$ (2,229,937)	\$ (359,940)	\$ (2,589,877)

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	<u>Budget</u>	<u>December 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>June 30, 2018</u>	<u>December 31, 2017</u>
Revenues:					
Charges for services	\$ 1,098,200	\$ 549,100	\$ (549,100)	\$ 980,000	\$ 490,000
Investment earnings	-	9,437	9,437	13,062	5,640
Total revenues	<u>1,098,200</u>	<u>558,537</u>	<u>(539,663)</u>	<u>993,062</u>	<u>495,640</u>
Expenditures:					
Premiums	<u>1,098,200</u>	<u>785,083</u>	<u>313,117</u>	<u>1,873,749</u>	<u>524,470</u>
Revenues over (under) expenditures	<u>\$ -</u>	<u>(226,546)</u>	<u>\$ (226,546)</u>	<u>(880,687)</u>	<u>(28,830)</u>
Net positon, beginning of year		<u>977,924</u>		<u>1,858,611</u>	<u>1,858,611</u>
Net positon, end of year		<u>\$ 751,378</u>		<u>\$ 977,924</u>	<u>\$ 1,829,781</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	<u>Budget</u>	<u>December 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>June 30, 2018</u>	<u>December 31, 2017</u>
Revenues:					
Charges for services-health premiums	\$ -	\$ -	\$ -	\$ 12,453,652	\$ 6,160,070
Investment earnings	-	15,134	15,134	19,197	7,553
Total revenues	-	15,134	15,134	12,472,849	6,167,623
Expenditures:					
Administration fees	-	5,223	(5,223)	1,461,130	819,354
Premiums	660,712	13,667	647,045	10,181,849	3,868,346
Total expenditures	660,712	18,890	641,822	11,642,979	4,687,700
Revenues over (under) expenditures	(660,712)	(3,756)	656,956	829,870	1,479,923
Other financing sources (uses):					
Appropriated net position	660,712	-	(660,712)	-	-
Increase (decrease) in net position	<u>\$ -</u>	<u>(3,756)</u>	<u>\$ (3,756)</u>	829,870	1,479,923
Net position, beginning of year		<u>3,551,943</u>		<u>2,722,073</u>	<u>2,722,073</u>
Net position, end of year		<u>\$ 3,548,187</u>		<u>\$ 3,551,943</u>	<u>\$ 4,201,996</u>

Cash and Investments

A Summary of Cash and Investments is presented on the Brunswick County Government website as of December 31, 2018. It reports that the County had \$216.0 million of unrestricted cash and investments in all funds including those accruing for outside agencies that the county performs collections plus \$46.6 million of capital project restricted cash from debt proceeds. All cash and investments are earning an average yield of 1.09%.

BRUNSWICK COUNTY
SUMMARY OF CASH AND INVESTMENTS
AS OF DECEMBER 31, 2018

	Purchase Date	Maturity Date	Book Value	Total Book Value	% of Portfolio	Yield
Unrestricted Cash and Investments						
Checking & Petty Cash						
Petty Cash			\$ 6,200			0.00%
BB&T			45,574,244			0.00%
Total Checking & Petty Cash				\$ 45,580,444	17%	
Money Markets / Savings						
BB&T Money Rate Savings			87,360,240			0.50%
First Bank Preferred Savings			10,383,937			0.05%
SunTrust Money Market			5,019,068			0.04%
Total Money Markets / Savings				\$ 102,763,244	39%	
Certificates of Deposit / CDARS						
First Bank	9/28/18	3/28/19	10,127,585			2.05%
Total Certificates of Deposit / CDARS				\$ 10,127,585	4%	
NC Capital Management Trust - Government Portfolio				\$ 54,011,853	21%	2.16%
NC Capital Management Trust - Term Portfolio				\$ 3,376,506	1%	2.38%
Total Unrestricted Cash and Investments				\$ 215,859,633		
Restricted Cash and Investments						
Bond Proceeds & Debt Reserve Fund						
NC Capital Management Trust-Government Portfolio			\$ 44,755,812		17%	2.16%
PNC Bank Money Market			170,185		0%	1.11%
BB&T General Fund Restricted						
Restricted for Revaluation			214,566		0%	0.00%
Restricted for Holden Beach Debt			1,448,520		1%	0.00%
Total Restricted Cash and Investments				\$ 46,589,083		
Grand Total All Cash and Investments				\$ 262,448,716	100%	1.09%

Cash Balances:

General Fund	\$ 100,949,412
County Capital Reserve Fund	21,725,739
School Capital Projects Fund	9,735,016
Water Fund	29,633,458
Water Capital Reserve Fund	3,819,366
Wastewater Fund	21,749,240
Wastewater Capital Reserve Fund	2,883,790

Key Indicators of Revenues and Expenditures

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

County of Brunswick
Ad Valorem and Motor Vehicle Tax Revenues

PRIOR YEARS AD VALOREM TAX REVENUE									
Month	ACTUAL 2013-14	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ANNUAL BUDGET 2018-19	ACTUAL 2018-19	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	1,256,406	758,897	546,345	305,329	377,089		414,438	10%	
Aug	501,329	471,098	438,769	324,296	420,293		345,102	-18%	
Sept	502,872	399,058	870,663	262,164	419,816		269,452	-36%	
Oct	421,702	410,936	267,307	208,607	207,830		315,241	52%	
Nov	316,382	213,082	204,432	207,774	235,025		244,032	4%	
Dec	338,695	300,926	391,210	46,595	203,220		412,058	103%	
Jan	312,188	376,046	381,705	305,760	189,817				
Feb	355,871	347,468	301,199	427,181	337,199				
Mar	570,368	324,430	362,693	370,146	378,028				
Apr	283,020	247,162	278,448	296,216	307,480				
May	83,586	322,131	248,619	260,659	218,586				
June	241,223	235,646	207,251	490,189	257,695				
Total	5,183,642	4,406,880	4,406,880	3,504,916	3,552,078	2,300,000	2,000,323		87%

CURRENT YEAR AD VALOREM TAX REVENUE									
Month	ACTUAL 2013-14	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ANNUAL BUDGET 2018-19	ACTUAL 2018-19	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	799	91,495	102,981	141,121	5,141,356		7,655,126	49%	
Aug	8,707,554	12,444,754	12,440,150	15,853,299	14,003,220		13,213,303	-6%	
Sept	5,541,480	7,147,245	7,799,492	6,433,818	6,763,894		5,259,838	-22%	
Oct	11,630,956	9,419,597	9,641,217	9,896,672	17,631,294		10,487,256	-41%	
Nov	18,349,557	19,462,971	21,420,290	23,944,507	17,678,530		28,069,669	59%	
Dec	31,604,019	26,197,571	33,684,730	24,416,021	20,728,131		19,916,780	-4%	
Jan	19,539,928	23,411,002	15,517,607	23,377,586	26,045,100				
Feb	1,983,679	1,880,768	1,937,509	2,086,134	2,100,604				
Mar	1,484,285	931,336	811,691	957,399	928,997				
Apr	707,868	633,707	496,119	466,309	533,520				
May	634,497	363,995	326,905	341,102	588,170				
June	378,750	502,170	278,132	560,206	396,426				
Total	100,563,372	102,486,610	104,456,823	108,474,174	112,539,242	115,132,801	84,601,972		73%

CURRENT YEAR MOTOR VEHICLE TAX REVENUE									
Month	ACTUAL 2013-14	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ANNUAL BUDGET 2018-19	ACTUAL 2018-19	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	250,462	1,329	327	506	-		-	N/A	
Aug	335,146	443,434	504,052	603,352	611,857		671,914	10%	
Sept	363,619	448,554	486,317	657,269	652,753		723,623	11%	
Oct	539,012	438,527	464,133	579,331	542,846		448,121	-17%	
Nov	631,605	427,930	543,146	507,568	544,226		666,358	22%	
Dec	675,575	369,797	383,693	471,246	499,198		576,498	15%	
Jan	438,622	390,589	452,656	464,226	501,030				
Feb	419,377	387,576	477,267	523,460	557,142				
Mar	445,421	348,382	465,452	485,610	572,728				
Apr	428,462	476,849	560,194	654,797	631,825				
May	440,145	472,594	575,935	550,623	624,293				
June	964,880	912,555	1,117,769	1,223,355	1,286,771				
Total	5,932,325	5,118,117	6,030,941	6,721,343	7,024,669	6,547,500	3,086,514		47%

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

ARTICLE 39 SALES TAX REVENUE 1% (POINT OF DELIVERY) (100000-323100)									
Month	ACTUAL 2013-14	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ANNUAL BUDGET 2018-19	ACTUAL 2018-19	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	864,797	927,776	969,548	986,394	1,049,718		1,252,130	19%	
Aug	978,703	1,090,562	1,093,465	1,224,865	1,289,737		1,329,792	3%	
Sept	845,474	877,367	938,050	952,042	978,445		938,675	-4%	
Oct	634,429	654,852	596,241	752,088	864,937		680,715	-21%	
Nov	489,457	628,065	604,948	635,873	767,798				
Dec	493,127	549,081	561,448	626,293	698,356				
Jan	282,246	527,514	585,079	436,031	558,342				
Feb	455,363	484,029	497,550	613,865	613,581				
Mar	478,740	377,571	603,870	588,222	547,868				
Apr	650,547	668,922	742,268	815,552	800,559				
May	667,921	708,546	756,471	837,814	794,102				
June	701,324	759,421	778,076	833,600	910,785				
Total	7,542,128	8,253,706	8,727,014	9,302,639	9,874,229	10,279,739	4,201,312		41%
ARTICLE 40 SALES TAX REVENUE 1/2% (PER CAPITA) 30% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE (100000-323201,323202)									
Month	ACTUAL 2013-14	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ANNUAL BUDGET 2018-19	ACTUAL 2018-19	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	481,169	539,117	564,929	594,375	631,075		703,995	12%	
Aug	441,069	481,408	541,745	517,985	596,047		601,502	1%	
Sept	433,388	496,279	502,456	577,305	597,606		646,891	8%	
Oct	437,655	469,753	514,691	551,928	614,008		639,392	4%	
Nov	371,215	494,179	481,606	544,444	562,350				
Dec	450,740	479,879	509,491	583,254	636,108				
Jan	503,442	583,174	619,735	667,322	699,734				
Feb	373,047	447,406	444,943	477,316	527,845				
Mar	414,833	434,593	466,949	512,277	512,954				
Apr	454,513	457,599	564,837	625,842	658,044				
May	424,744	488,986	560,378	588,735	607,640				
June	488,672	526,413	547,458	550,848	660,846				
Total	5,274,487	5,898,786	6,319,219	6,791,631	7,304,257	7,447,570	2,591,780		35%
ARTICLE 42 SALES TAX REVENUE 1/2% (POINT OF DELIVERY) (APPROXIMATELY 60% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE) (100000-323301, 323302)									
Month	ACTUAL 2013-14	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ANNUAL BUDGET 2018-19	ACTUAL 2018-19	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	537,381	581,833	609,693	631,292	673,530		789,002	17%	
Aug	571,290	634,883	657,139	711,398	766,949		788,633	3%	
Sept	513,379	547,394	576,690	610,962	631,968		632,656	0%	
Oct	419,073	441,243	430,066	514,766	588,455		517,955	-12%	
Nov	333,777	436,317	423,295	464,016	527,365				
Dec	361,268	397,148	412,136	471,285	522,056				
Jan	285,268	420,617	459,158	415,344	482,885				
Feb	319,156	356,907	363,409	430,959	448,839				
Mar	342,823	305,250	417,515	430,745	414,149				
Apr	431,872	442,236	512,728	569,042	575,072				
May	430,202	469,765	515,232	566,462	554,566				
June	464,929	504,945	519,548	551,091	622,799				
Total	5,010,418	5,538,538	5,896,609	6,367,362	6,808,632	7,026,814	2,728,246		39%

Note: Sales Taxes are 2 months behind in reporting.

**County of Brunswick
Water Fund Revenues**

WATER RETAIL SALES REVENUE (617110-371316)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2018-19		
July	433,653	472,746	467,682	474,405	469,373		505,818	8%	
Aug	481,540	504,895	533,018	585,205	598,346		550,056	-8%	
Sept	477,751	412,334	506,507	552,130	509,091		483,455	-5%	
Oct	407,578	384,997	419,248	455,542	436,731		468,436	7%	
Nov	357,419	346,005	353,122	356,558	400,272		395,448	-1%	
Dec	291,933	315,884	357,715	358,875	401,470		360,250	-10%	
Jan	280,966	287,734	289,804	326,617	330,727				
Feb	305,950	295,333	318,297	322,884	424,539				
Mar	297,023	280,290	307,249	318,405	338,275				
Apr	269,782	293,877	302,211	317,943	323,228				
May	337,877	341,737	379,472	407,205	404,362				
June	446,465	396,615	448,286	481,962	458,544				
Total	4,387,937	4,332,447	4,682,610	4,957,731	5,094,958	5,250,000	2,763,463		53%

IRRIGATION REVENUE (617110-371319)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2018-19		
July	197,151	266,584	242,180	274,655	303,891		272,157	-10%	
Aug	196,228	297,464	328,242	391,161	364,814		318,911	-13%	
Sept	224,623	203,919	378,978	402,057	341,474		241,677	-29%	
Oct	250,146	195,247	281,554	312,823	245,944		316,475	29%	
Nov	186,010	160,249	159,040	170,875	230,786		171,308	-26%	
Dec	91,803	111,853	92,834	79,215	194,433		137,776	-29%	
Jan	29,503	31,659	30,866	53,423	75,964				
Feb	19,242	10,667	17,443	17,281	42,193				
Mar	13,548	8,336	10,977	23,304	26,984				
Apr	10,547	12,325	20,209	33,613	25,042				
May	43,131	47,160	91,362	111,147	80,405				
June	239,965	99,971	255,276	294,456	171,484				
Total	1,501,897	1,445,433	1,908,962	2,164,010	2,103,414	2,000,000	1,458,304		73%

WATER WHOLESALE REVENUE (617110-371317)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2018-19		
July	531,159	645,432	571,447	549,891	502,369		648,595	29%	
Aug	566,561	610,893	726,527	662,991	739,238		657,834	-11%	
Sept	511,239	597,231	571,125	593,390	580,350		714,447	23%	
Oct	455,344	369,057	419,668	467,518	439,291		391,422	-11%	
Nov	391,254	382,248	372,683	315,869	468,542		452,905	-3%	
Dec	260,217	298,588	278,846	329,525	415,210		401,300	-3%	
Jan	242,557	308,352	271,780	271,848	461,637				
Feb	297,924	240,348	243,372	293,671	254,055				
Mar	256,865	291,032	258,696	257,119	297,083				
Apr	264,528	253,284	298,786	315,449	374,571				
May	303,736	330,963	347,571	381,741	399,036				
June	567,502	373,695	423,069	723,529	625,328				
Total	4,648,887	4,701,123	4,783,570	5,162,541	5,556,710	5,800,000	3,266,503		56%

**County of Brunswick
Water Fund Revenues**

WATER INDUSTRIAL REVENUE (617110-371318)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2018-19		
July	252,870	245,698	206,044	193,363	171,810		220,490	28%	
Aug	230,404	241,408	198,496	176,628	242,014		216,454	-11%	
Sept	235,556	287,677	223,590	177,912	227,218		234,523	3%	
Oct	231,204	226,273	183,414	141,672	208,907		112,229	-46%	
Nov	233,080	225,491	153,158	153,071	213,605		190,551	-11%	
Dec	188,651	220,541	126,460	140,427	181,314		194,601	7%	
Jan	200,044	221,210	199,431	156,917	209,780				
Feb	232,927	148,278	177,624	144,230	145,744				
Mar	193,946	192,828	194,456	163,680	162,151				
Apr	206,743	169,595	179,557	153,967	200,376				
May	216,485	172,665	173,827	125,676	182,242				
June	211,501	141,691	173,052	126,581	250,422				
Total	2,633,410	2,493,355	2,189,109	1,854,124	2,395,583	1,900,000	1,168,848		62%

WATER BASE SERVICE CHARGE REVENUE (617110-371308)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2018-19		
July	391,615	403,355	451,901	470,153	487,562		504,765	4%	
Aug	393,144	440,343	451,462	475,932	489,608		507,711	4%	
Sept	391,943	440,074	453,419	476,892	490,840		508,083	4%	
Oct	394,427	442,108	454,580	476,516	493,066		512,632	4%	
Nov	396,791	442,353	455,559	475,832	494,282		512,064	4%	
Dec	395,498	443,726	464,316	477,375	495,252		513,738	4%	
Jan	395,498	445,019	463,597	480,043	496,679				
Feb	399,527	445,701	465,506	481,021	498,450				
Mar	398,697	446,642	468,084	483,538	501,888				
Apr	399,271	448,227	469,366	482,955	500,982				
May	401,832	449,771	469,402	485,236	505,223				
June	413,286	498,348	490,097	506,112	522,511				
Total	4,771,529	5,345,667	5,557,289	5,771,605	5,976,343	6,050,000	3,058,993		51%

WATER TAPS AND CONNECTION REVENUE (617180-371305)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2018-19		
July	32,072	70,982	88,015	79,919	83,631		98,990	18%	
Aug	38,414	54,383	63,122	73,809	104,621		97,268	-7%	
Sept	40,036	55,302	79,297	69,412	81,193		43,844	-46%	
Oct	42,683	53,756	60,271	60,061	91,599		86,568	-5%	
Nov	29,320	42,257	57,337	77,525	99,482		73,282	-26%	
Dec	28,621	56,457	50,315	59,843	54,196		61,096	13%	
Jan	25,201	53,973	68,391	63,308	74,470				
Feb	34,179	55,395	58,684	88,268	65,659				
Mar	38,347	62,467	61,178	89,333	143,953				
Apr	39,113	66,169	88,286	76,900	79,001				
May	41,012	87,408	62,668	86,057	97,222				
June	42,744	57,354	89,289	88,308	88,973				
Total	431,742	715,903	826,853	912,743	1,064,000	799,000	461,048		58%

**County of Brunswick
Water Fund Revenues**

WATER CAPITAL RECOVERY REVENUE (619100-371404)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2018-19		
July	69,729	75,945	175,282	82,430	82,749		167,036	102%	
Aug	68,885	61,056	107,350	87,643	120,522		155,663	29%	
Sept	74,043	56,609	80,372	137,586	114,051		45,363	-60%	
Oct	92,640	35,619	100,031	53,152	83,126		89,233	7%	
Nov	35,813	90,854	80,907	89,642	128,155		84,568	-34%	
Dec	59,986	71,145	67,996	49,323	40,491		65,826	63%	
Jan	46,944	77,802	68,194	53,168	70,156				
Feb	61,353	78,674	83,303	80,368	43,033				
Mar	83,280	75,081	55,590	83,957	142,979				
Apr	56,385	86,006	103,546	191,678	78,156				
May	116,924	106,117	72,757	110,980	93,189				
June	71,878	65,310	131,407	89,349	111,500				
Total	837,859	880,218	1,126,735	1,109,276	1,108,107	688,000	607,689		88%

WATER TRANSMISSION LINE REVENUE (619800-371309)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2018-19		
July	23,386	27,391	42,850	29,279	34,402		55,946	63%	
Aug	20,169	26,404	35,126	24,946	42,390		39,850	-6%	
Sept	25,030	23,378	27,267	31,882	42,063		18,567	-56%	
Oct	22,223	20,420	24,152	26,858	33,713		35,876	6%	
Nov	14,943	36,383	26,653	37,187	52,512		32,990	-37%	
Dec	19,097	28,184	22,399	25,429	23,427		25,114	7%	
Jan	19,156	28,812	28,002	25,978	28,493				
Feb	20,860	30,550	25,571	35,550	24,480				
Mar	26,789	23,460	21,952	36,122	53,897				
Apr	24,074	24,169	34,849	28,496	33,669				
May	31,109	35,214	21,459	30,911	35,926				
June	28,029	27,254	48,349	29,625	40,209				
Total	274,866	331,619	358,629	362,263	445,181	232,000	208,343		90%

**County of Brunswick
Wastewater Fund Revenues**

WASTEWATER RETAIL SALES REVENUE (627210-371405)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2018-19		
July	612,855	707,249	735,074	791,640	805,054		872,549	8%	
Aug	651,146	733,867	779,627	874,819	933,343		918,675	-2%	
Sept	644,679	693,713	772,094	837,178	835,710		889,327	6%	
Oct	633,320	673,713	706,281	773,191	813,375		848,410	4%	
Nov	620,631	662,220	686,159	735,391	792,739		834,354	5%	
Dec	605,584	649,668	724,587	753,597	801,946		827,199	3%	
Jan	600,756	648,827	700,776	739,484	778,549				
Feb	617,577	651,892	705,035	740,280	835,392				
Mar	623,293	640,679	712,260	747,301	776,766				
Apr	612,980	652,947	708,854	744,239	786,370				
May	642,475	678,940	737,235	765,249	826,002				
June	762,420	709,781	868,150	834,436	905,605				
Total	7,627,716	8,103,496	8,836,132	9,336,805	9,890,851	9,800,000	5,190,514		53%

WASTEWATER TAPS & CONNECTIONS REVENUE (627220-371402)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2018-19		
July	126,160	88,000	114,000	76,350	108,000		216,000	100%	
Aug	90,600	93,000	97,000	152,000	133,000		202,100	52%	
Sept	60,000	100,000	73,000	84,450	95,750		80,000	-16%	
Oct	113,949	84,000	57,000	95,775	185,275		156,000	-16%	
Nov	100,000	101,550	104,000	136,000	210,480		92,000	-56%	
Dec	60,166	69,000	80,000	109,000	84,000		131,900	57%	
Jan	96,000	84,000	108,400	117,775	113,840				
Feb	157,000	172,000	119,375	164,450	97,250				
Mar	84,000	80,000	100,000	103,050	276,486				
Apr	112,000	88,000	134,320	104,000	168,614				
May	132,000	126,990	69,000	110,545	140,000				
June	77,000	132,700	82,625	189,500	132,000				
Total	1,208,875	1,219,240	1,138,720	1,442,895	1,744,695	1,600,000	878,000		55%

WASTEWATER CAPITAL RECOVERY REVENUE (629100-371404)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2018-19		
July	153,583	94,139	454,950	185,127	219,750		452,432	106%	
Aug	75,250	153,639	240,374	131,836	402,208		287,165	-29%	
Sept	94,337	130,597	132,623	183,719	337,302		120,331	-64%	
Oct	100,250	157,250	156,607	205,927	268,123		269,318	0%	
Nov	48,306	162,973	125,525	270,061	392,249		125,062	-68%	
Dec	55,555	122,639	94,524	154,451	186,084		173,249	-7%	
Jan	105,889	153,833	172,304	196,396	218,124				
Feb	67,805	168,764	150,635	214,802	134,813				
Mar	112,512	115,639	139,552	233,802	411,900				
Apr	128,139	105,250	218,469	210,136	271,541				
May	134,384	201,306	246,595	205,427	313,000				
June	113,439	93,309	337,635	214,635	259,250				
Total	1,189,449	1,659,338	2,469,793	2,406,319	3,414,344	600,000	1,427,557		238%

**County of Brunswick
Wastewater Fund Revenues**

WASTEWATER TRANSMISSION LINE FEES (629800-371309)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2018-19		
July	47,864	24,714	106,434	60,709	69,520		149,044	114%	
Aug	24,084	47,884	74,794	44,611	104,289		90,413	-13%	
Sept	31,444	42,534	50,210	59,236	107,773		39,518	-63%	
Oct	32,421	51,087	50,872	66,644	75,363		86,302	15%	
Nov	17,104	79,326	44,845	83,049	122,632		39,649	-68%	
Dec	17,855	38,881	31,511	47,819	52,692		54,696	4%	
Jan	25,410	51,281	54,659	67,463	68,707				
Feb	19,601	56,259	44,213	68,932	49,027				
Mar	36,729	33,217	44,521	77,931	133,296				
Apr	36,827	30,753	70,828	61,376	83,511				
May	41,109	63,105	49,882	61,474	98,665				
June	31,815	35,773	109,443	68,211	78,581				
Total	362,264	554,814	732,212	767,455	1,044,056	200,000	459,622		230%

County of Brunswick
Water and Wastewater Number of Customers

NUMBER OF WATER RETAIL CUSTOMERS							
Month	ACTUAL 2013-14	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2017-18	Change
July	34,990	36,146	37,165	38,912	40,199	41,676	119
Aug	35,107	36,272	37,303	39,036	40,345	41,855	179
Sept	35,219	36,379	37,398	39,155	40,518	41,896	41
Oct	35,400	36,431	37,418	39,238	40,581	41,973	77
Nov	35,455	36,524	38,133	39,338	40,758	42,186	213
Dec	35,500	36,607	38,209	39,466	40,908		
Jan	35,545	36,679	38,318	39,573	40,982		
Feb	35,615	36,737	38,415	39,690	41,094		
Mar	35,663	36,828	38,448	39,736	41,248		
Apr	35,819	36,910	38,587	39,894	41,365		
May	35,902	37,046	38,704	39,998	41,402		
June	36,028	37,112	38,760	40,101	41,557		
Average	35,520	36,639	38,072	39,511	40,913	41,917	629

NUMBER OF WASTEWATER RETAIL CUSTOMERS							
Month	ACTUAL 2013-14	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2017-18	Change
July	12,415	13,855	14,556	15,862	16,695	17,861	142
Aug	12,467	14,009	14,632	15,878	16,758	17,925	64
Sept	12,677	14,036	14,682	15,940	16,908	18,011	86
Oct	12,859	14,092	14,708	16,014	17,017	18,023	12
Nov	13,108	14,143	15,269	16,070	17,026	18,083	60
Dec	13,234	14,192	15,357	16,157	17,193		
Jan	13,364	14,237	15,382	16,235	17,241		
Feb	13,470	14,325	15,460	16,295	17,300		
Mar	13,544	14,378	15,498	16,371	17,471		
Apr	13,608	14,450	15,593	16,506	17,549		
May	13,743	14,468	15,651	16,537	17,675		
June	13,841	14,514	15,847	16,579	17,719		
Average	13,194	14,225	15,220	16,204	17,213	17,981	364



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

From:
Andrea White

Action Item # V. - 14.

Governing Body - Regular Meeting Schedule FY 2019-2020 and
Cancel March 4, 2019 Meeting

Issue/Action Requested:

Request that the Board of Commissioners cancel the March 4, 2019 due to Commissioners' attendance at the National Association of County Commissioners Legislative Conference, and adopt the Regular Meeting schedule for FY 2019-2020.

Background/Purpose of Request:

The NACo Legislative Conference will be held in Washington D.C. March 2 - 6, 2019, therefore, staff recommends that the Board cancel the March 4, 2019 Regular meeting.

Staff also recommends that the Board consider approving the Regular Meeting Schedule for FY 2019-2020. The schedule does not include a meeting on July 15, 2019 due to the Commissioners' attendance at the NACo Annual Conference and on September 3, 2019 due to the Labor Day Holiday.

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 to cancel the March 4, 2019 due to Commissioners' attendance at the National Association of County Commissioners Legislative Conference, and adopt the Regular Meeting schedule for FY 2019-2020.

ATTACHMENTS:

Description

- ▣ 2019-2020 Regular Meeting Schedule

County of Brunswick
Office of the County Commissioners



**RESOLUTION OF THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS
ESTABLISHING THE FY 2019-2020 REGULAR MEETING SCHEDULE**

WHEREAS, N.C.G.S. 153A-40, provides for a resolution establishing regular meeting dates of the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED that the Brunswick County Board of Commissioners' establishes the FY 2019-2020 meeting schedule to include one Regular meeting to occur the first Monday of each month at 3:00 p.m. and one Regular meeting to occur the third Monday of each month at 6:00 p.m., excluding holidays as shown below, and that such meetings will be held in the David R. Sandifer County Administration Building, 30 Government Center Drive NE, Bolivia, NC, in the County Commissioners' Chambers. Special meetings will be scheduled as needed.

REGULAR MEETING SCHEDULE

July 1, 2019 at 3:00 p.m.	January 6, 2020 at 3:00 p.m.
August 5, 2019 at 3:00 p.m.	January 21, 2020 at 6:00 p.m.
August 19, 2019 at 6:00 p.m.	February 3, 2020 at 3:00 p.m.
September 16, 2019 at 6:00 p.m.	February 17, 2020 at 6:00 p.m.
October 7, 2019 at 3:00 p.m.	March 2, 2020 at 3:00 p.m.
October 21, 2019 at 6:00 p.m.	March 16, 2020 at 6:00 p.m.
November 4, 2019 at 3:00 p.m.	April 6, 2020 at 3:00 p.m.
November 18, 2019 at 6:00 p.m.	April 20, 2020 at 6:00 p.m.
December 2, 2019 at 3:00 p.m.	May 4, 2020 at 3:00 p.m.
December 16, 2019 at 6:00 p.m.	May 18, 2020 at 6:00 p.m.
	June 1, 2020 at 3:00 p.m.
	June 15, 2020 at 6:00 p.m.

Adopted this the 22nd day of January, 2019.

Frank Williams, Chairman
Brunswick County Board of Commissioners

ATTEST:

Andrea White
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

From:
Andrea White

Action Item # V. - 15.

Governing Body - Resolution Supporting FY 2019-2020 Federal
Legislative Goals

Issue/Action Requested:

Request that the Board of Commissioners approve a resolution submitting Federal Legislative Goals for 2019-2020 to NACo.

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 Commissioners approve a resolution submitting Federal Legislative Goals for 2019-2020 to NACo.

ATTACHMENTS:

Description

- Resolution Approving Federal Legislative Goals 2019-2020

County of Brunswick
Office of the County Commissioners



RESOLUTION APPROVING FEDERAL LEGISLATIVE GOALS FOR 2019-2020

WHEREAS, each year the National Association of Counties (NACo) considers goal priorities concerning federal issues that impact county governments and residents across our nation; and

WHEREAS, during NACo's Legislative Conference, staff from across the nation gather in Washington D.C. to learn about and discuss these priorities; and

WHEREAS, it is during this Conference that NACo's policy steering committees and Board of Directors consider legislative and policy resolutions; and

WHEREAS, this resolutions process provides members with the ability to participate in national policy decisions.

NOW THEREFORE, BE IT RESOLVED that the Brunswick County Board of Commissioners does hereby adopt the following federal legislative and policy goals and directs staff to submit them for consideration:

- 1) Support study and refinement of FEMA Individual Assistance programs to simplify and expedite the process.
- 2) Support study and refinement of FEMA debris removal reimbursement guidelines to simplify and expedite the process by making it presumptively in the public interest to remove debris from private roadways and within gated communities.
- 3) Encourage FEMA to include consultation with the National Association of Counties, the National League of Cities, and storm victims within its methodology for its after-action reports.
- 4) Support increased federal funding and program support for shoreline protection measures, including dredging and beach renourishment.
- 5) Support programs to assist counties in addressing the costs of the opioid epidemic.
- 6) Support a coordinated federal agency effort to regulate the discharge of perfluorinated compounds and other emerging contaminants into sources of drinking water.
- 7) Oppose unfunded mandates and shifts of federal responsibilities to counties.

This the 22nd day of January, 2019.

Frank L. Williams, Chair
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

From:
Ann Hardy

Action Item # V. - 16.

Governing Body - Board Appointment to Lower Cape Fear Water
& Sewer Authority

Issue/Action Requested:

Request that the Board of Commissioners extend the appointment of Chairman Frank Williams on the Lower Cape Fear Water & Sewer Authority to December 31, 2019 to fully comply with GS 162A-5 stating that terms are 3 years.

Background/Purpose of Request:

Chairman Frank Williams was appointed to serve on the Lower Cape Fear Water & Sewer Authority to represent Brunswick County on December 5, 2016 for the term beginning January 1, 2017. The statutory requirements are for a 3 year term appointment.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners extend the appointment of Chairman Frank Williams on the Lower Cape Fear Water & Sewer Authority to June 30, 2019 to fully comply with GS 162A-5 stating that terms are 3 years.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # V. - 17.

From:
Catherine Lytch

Health and Human Services - Public Housing: Request to
Schedule Public Hearing

Issue/Action Requested:

Request that the Board of Commissioners schedule a public hearing on April 15, 2019 to hear any comments or suggestions on the Public Housing Agency goals, objectives and policies.

Background/Purpose of Request:

The Department of Housing and Urban Development (HUD) requires each Public Housing Agency (PHA) to annually hold a public hearing regarding any changes to the goals, objectives and policies of the agency and invite the public to comment regarding such changes. HUD considers the annual public hearing essential to PHAs in determining whether changes to goals, objectives and policies are needed. Staff recommends that the Board of Commissioners set a public hearing on April 15, 2019 to receive any feedback on the Public Housing goals, objectives and policies.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners set a public hearing on April 15, 2019 to hear any comments or suggestions on the Public Housing Agency goals, objectives and policies.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # V. - 18.

From: Health and Human Services - Social Services - Southeastern
David Stanley, HHS Executive Director Community and Family Services, Inc. Community Service Block
Grant Application FY 2019-2020

Issue/Action Requested:

Request that the Board of Commissioners review the provided information on Southeastern's CSBG refunding application for FY 2019-2020, and authorize the clerk to sign the provided documentation form.

Background/Purpose of Request:

The objective of Southeastern, through this CSBG, is to assure that families engage in activities designed to help bring them to a state of self-sufficiency from a place of dependence by finding them employment or better employment. This CSBG program will serve the counties of Bladen, Brunswick, Columbus, Hoke, Pender, Robeson, and Scotland.

The North Carolina Administrative Code [10A NCAC 97C.0111 (b)(1)(A)] requires that each CSBG grant recipient submit its Community Anti-Poverty Plan [grant application] to each County Commissioner Board that it serves.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners review the provided information on Southeastern's CSBG refunding application for FY 2019-2020, and authorize the clerk to sign the provided documentation form.

ATTACHMENTS:

Description

- ☐ Southeastern Letter to ABH
- ☐ Southeastern CSBG Application
- ☐ Documentation of Submission to BOCC



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HAND DELIVERED

January 9, 2019
Ms. Ann Hardy, County Manager
Brunswick County
30 Government Center Dr. NE
Bolivia, NC 28422
Re: CSBG Grant Application FY 2019-2020

Dear Ms. Hardy:

Enclosed please find a copy of our proposed CSBG refunding application for the program year 2019-2020 and a copy will be hand delivered with a stamped self-addressed envelope for the Commissioners to review and/or comment. Also please find the form, "Documentation of Submission to County Commissioners" to be completed by the Clerk to the Board and returned in the stamped, self-addressed envelope provided for your convenience or it can be e-mailed to ashleyst@scfsnc.com by February 10, 2019.

The objective of our program is to assure that families within our service area participate in activities designed to assist them in moving from dependence to stability and ultimately to self-sufficiency through employment or better employment. The figures in the work program cover the seven counties served by the CSBG program: Bladen, Brunswick, Columbus, Hoke, Pender, Robeson, and Scotland.

It is important that we receive input from local governments regarding the programs we plan to operate in the coming year. Thus we are requesting that you submit any comments, questions, or suggestions from the County Commissioners.

I look forward to your input.

Sincerely,

Stephanie Ashley
CSBG Program Director

Enclosures

Community Service Block Grant

Certification of Community Assessment

The Southeastern Community and Family Services, Inc. agency (applicant) has conducted a Community Assessment of its service area within the past three (3) years utilizing the following method(s):

(Check one or more of the following methods)

- ☒ Surveys of the community(s) - door to door, telephone, etc.
- ☐ Review of Records - agency intake forms, program participant records, etc. (may be used with at least one other type of needs assessment; will not meet compliance on its own)
- ☒ Review of demographical information - U.S. Census, welfare statistics, unemployment statistics, etc.
- ☐ Discussions/information/testimony provided by individuals and community members - social service professionals, agency staff, program participants, etc.
- ☐ Public meetings to solicit input on community needs
- ☐ Other (Describe) _____

The most recent Community Assessment was completed on: June 2017 (date)

The Community Assessment was completed by: SCFS, Inc. (agency or contractor)

It is expressly understood that this Community Assessment should include community and consumer input. It is to be used as a basis for prioritizing the needs of the low-income population in the service area and for planning the applicant's projects to meet those needs.

It is further understood that documentation validating that a Community Assessment was completed and is to be retained by the applicant and is subject to review by the Office of Economic Opportunity.

Please provide a 4-5 sentence summary of your most recent Community Needs Assessment:

SCFS, Inc.'s community assessment is based on the collection and analysis of all relevant data for the communities served by the CSBG. Qualitative and quantitative analyses were completed of demographic and community needs data. The data were obtained from a variety of sources including state and local agencies as well as a community needs survey which was developed and disseminated to determine the needs and challenges of the SCFS service area. This information was utilized to frame a report that defines the number of CSBG eligible individuals and families who live in the service area, the greatest needs and challenges for the families and communities, what the program can do to help meet those needs, and to help determine the program design best suited for our potential customers.

(continue to next page)

The following is a list of needs as prioritized, with community input, through the needs assessment process.

1. Employment or better employment	4. Health(Mental and Physical)/Wellness/Nutrition
2. Education / Training	5. Transportation Accessibility or better transportation
3.Housing or better housing	6. Community Awareness/Prevention of Crime/Violence, Alcohol/Substance/Drug Abuse

Certification (Original Signature)

Signature of Chairperson/President

Date

**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
Planning Process Narrative**

1. Explain in detail how each of the following was involved in the planning and development of this strategic plan.
 - a. Low-Income Community: The neighborhood service centers have advisory councils comprised of representatives of the poor who reside in the areas served. SCFS conducted an in-depth Community Needs Assessment in 2017. The advisory council reviewed the questionnaire, provided input, and assisted the agency in distributing copies of the Survey to others in the area. The three-year plan was developed using the information gathered through the assessment. Public hearings were held with notices being posted in each center and advertised in the local newspapers, providing an opportunity for the low-income community to have input and provide suggestions as it relates to the operation of the Community Service Block Grant funding program.
 - b. Agency Staff: Staff participated in the distribution of the Community Needs Assessment questionnaire and assisted in the development of the Community Needs Assessment Report. This data was utilized to determine the most effective use of CSBG funds to meet the needs of all communities served.
 - c. Agency's Board Members: The SCFS Board of Directors participates in training annually to help them better understand their responsibilities and the functions of the CSBG Program. ROMA for Boards training was also provided. The results of the Community Needs Assessment were provided to the Board of Directors. The information was utilized to determine the best approach for addressing the major causes of poverty through the use of CSBG funding.
2. Describe how and what information was gathered from the following key sectors of the community in assessing needs and resources during the community assessment process and other times. These should ideally be from each county within your agency's service area:
 - a. Community-based organizations:
 - b. Faith-Based Organizations:
 - c. Private Sector:
 - d. Public Sector:
 - e. Educational Sector:
3. Describe your agency's method and criteria for identifying poverty causes including how the agency collected and analyzed qualitative and quantitative data in identifying those causes.

SCFS conducted an in-depth Community Needs Assessment. Information was gathered through the use of a questionnaire that was distributed through our agency's website, distributed through the use of Board and Advisory Council members, and made available to the public at all SCFS facilities. We also reviewed statistical data from various sources included the latest Census Data. Poverty causes facing low wealth individuals in our communities include the following:

 - Unemployment/low paying jobs
 - Lack of education or job training
 - Lack of transportation

- Illiteracy
- Substance abuse to include drug and alcohol
- Incarceration
- Violence/Domestic Violence
- Criminal background
- Poor Nutrition/obesity
- Homelessness/Lack of Affordable Housing (Hurricane Matthew)
- High cost of child care
- Public health issues
- Mental health
- Teen Pregnancy (Scotland County has the highest teen pregnancy rate in the State)

Additional barriers identified include the need for training in the area of banking and budgeting, family planning and goal setting, computer training, job search training, and health, wellness, and nutrition. These causes were identified by evaluating the data gathered from all sources including the data gathered from the surveys. Essentially, the primary cause of poverty is the lack of skills to become self-sufficient. This data supports the need to continue the agency's Family Empowerment Self-Sufficiency Project. This intensive case management project will enable us to address the barriers our communities and low-income families are facing as they fight to attain self-sufficiency.

4. Describe activities that your agency has undertaken to advocate for and empower low-income individuals and families to achieve economic independence and security.

SCFS has been advocate for low income individuals since 1964 and will continue to support the development of services that impact the low wealth community. Some of the strategies we have undertaken include the following:

- Delivered employment workshops to assist with resume writing, mock interviews, completing of applications, etc.
- Delivered financial workshops to help them to better utilize their limited incomes.
- Intervened with landlords, utility companies, insurance agencies, and other service agencies to help our customers to gain control of their situations.
- Partnered with local community colleges to further develop our customers' skill sets.
- Provided community awareness workshops on financial literacy, fraud, nutritional and wellness
- Assisted with helping our customers to get into counseling, parenting class, and conflict resolution training.
- Case Managers work with customers and their family members on a very human level to help them increase life skills and to build stronger self-esteem.

SCFS helps provide opportunities for empowerment so they can achieve a greater sense of authority over their own lives and future. We will continue to advocate and or sponsor on behalf of low income individuals to include:

- Employment readiness training and assistance
- Employment opportunities
- Educational opportunities
- Higher wages
- Financial literacy counseling and budget management

- Affordable and safe neighborhoods and rental housing
 - Nutrition assistance and training
 - Community awareness and prevention on crime, domestic violence, and drug/substance/alcohol abuse
5. Describe how your agency plans to make more effective use of, coordinate and form partnerships with other organizations and programs including: State welfare reform efforts; public and private resources; religious organizations, charitable groups, and community organizations.

Our agency coordinates with all other services agencies in our area through a myriad of ways. In addition to interagency councils that meet in some of the counties, we have continued the hands-on collaboration that pioneered several years ago through the design and operation of the Families Achieving Self-Sufficiency (FASS) pilot project. Our Family Empowerment Self-Sufficient project is patterned after FASS. Through the collaborative FESS process, each county has a team, the FESS Team, comprised of representatives from various county agencies, including the Health Departments, DSS, ESC, local business and industry, and other entities as county needs dictate. During these meetings members learn of available resources and make connections on behalf of clients, some of them mutual. Our FESS case managers keep in close contact with clients to make sure they stay on track and to provide much needed information gathered at the FESS Team meetings.

6. Describe how your agency will establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals, to avoid the duplication of such services and to fill identified gaps in services, through the provision of information, referrals, case management and follow-up consultations.

We have use the more integrated, holistic approach which has been proven as successful for several years. Clients enter the process through any human services agency to find out if they are eligible for services. While SCFS CSBG is the lead program on each FESS Team, any member can present a case deemed appropriate to maximize resource mobilization on behalf of clients. Clients enrolled in FESS are able to benefit from the broader knowledge of and increased access to available resources. Our service delivery involves screening for eligibility, working with clients to prepare strengths/needs assessment, and to devise a plan of action. Clients enter into a participant agreement that clearly outlines what is expected of each party. Staff make appropriate referrals for identified areas of need/interest, e.g., jobs, housing, education, nutrition, etc. Client progress is monitored which is tracked through ROMA and AR4CA. Plans of action are amended as needed.

7. Provide a description of how your agency will support innovative community and neighborhood-based initiatives related to the purposes of the Community Services Block Grant (fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging effective parenting).

Through CSBG, SCFS continues to make referrals and to accept referrals from innovative and neighborhood based initiatives such as Community Based Alternatives (many from Juvenile Services) program that involve the whole family in gaining skills needed to live peacefully within the family and the community. Partnerships have been strengthened with community partners to more specifically outline the types of supportive services that will be provided through our

collaboration efforts. In addition, SCFC will continue to have customer appreciation workshops that work with both the parents and children on various topics such as budget, employment, and family support and roles of the family.

8. Describe activities that your agency has undertaken or plans to undertake, on an emergency basis, for the provision of such supplies and services, nutritious foods and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.

We have worked with community local food pantries to provide referrals and work with the pantries that distribute commodities in which our customers are eligible. We worked with Second Harvest Food Bank to distribute food boxes to the seniors for the Commodity Supplemental Food Program in Robeson County. In addition we work with the Health Departments and Cooperative Extensions to provide nutritional workshops on healthy eating and cooking.

Community Services Block Grant Program Fiscal Year 2019-20 Application for Funding Planning Process Narrative (continued)

9. Describe how your agency will coordinate the provision of employment and training activities with entities providing activities through statewide and local workforce investment systems under the Workforce Innovation and Opportunity Act. Provide the dollar amount of your allocation that will go towards employment training.

SCFS has developed strong relationships and entered into formal partnership agreements with local workforce investment systems to ensure that our FESS customers have access to training that is available throughout the service area. We have allocated \$15,000 towards employment training.

10. Describe how your agency will ensure coordination with the emergency energy crisis intervention program under title XXVI (relating to low-income home energy assistance).

SCFS will continue to coordinate energy assistance resources with local Departments of Social Services, which operate CIP/LIEAP projects. We will also continue to serve as intermediaries on the clients' behalf with the utility companies to help pave the way for payment plans to be made or at least to delay utility cutoff to give the client more time so that staff can work with them on energy conservation education. Referrals are also made to Action Pathways for assistance through the Weatherization Assistance Program.

11. Describe the needs of low-income youth and your agency's efforts to promote increased community coordination and collaboration in meeting the needs of low-income youth.

There are needs for after school activities and summer program for our youths in our service area. We will continue to host our youth enrichment mini-camps that focus on leadership, wellness, employment, etiquette, education, self-esteem, social media, bullying and social skills to improve and empower our youths. We collaborate with other agencies to meet the needs of low-income youth in our area to include Scots for Youth, the Dream Center, the Mentor Network, Head Start and others who work with youth to get them to participate in safe, positive activities that will reinforce academic achievement and provide positive role models.

12. Describe your agency's method for informing custodial parents in single-parent families that participate in CSBG programming about the availability of child support services. In addition, describe your method for referring eligible parents to the child support office[s].

We find that the single-parent, male or female, may be entitled to child support but not receiving it. Some of the reasons that they aren't receiving child support includes the non-custodial parent is incarcerated, not working, or working but not paying. When the noncustodial parent is not incarcerated, then it is our position that he or she should pay child support. We refer the clients to the Child Support Division at the local DSS office. We follow-up with the enrolled clients to make sure that their case is moving forward. While most noncustodial parents want to be as fiscally responsible as they can, there are some who have actually quit their jobs to avoid paying child support. The Child Support Division handles these cases.

**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
OEO Form 210**

Agency Strategy for Eliminating Poverty

Planning Period: July 1, 2018 – June 30, 2021

Section I: Identification of the Problem (use additional sheets if necessary)

1. Give the Poverty Cause name(s), rank the poverty cause(s) and identify which one(s) the agency will address.
Inability to become self-sufficient due to the lack of skills.
2. Describe the poverty cause(s) in detail in the community with appropriate statistical data (include data sources).

The US Census Bureau 2015 poverty estimates show that the poverty rate was 16.4% but Robeson County's poverty rate is estimated at 30.6% and Scotland County is estimated at 29%. In addition in our service area, we have 3 additional counties Hoke, Columbus, and Bladen that are above the State's poverty rate and they fall 19.9%, 24.6% and 25.4%. Brunswick and Pender counties fall below the State's poverty rate at 14.3% for Brunswick and 14.8% for Pender.

- (A) Explain why the problem exists.

The NC Department of Justice's study shows that a growing number of people in our service area are living in neighborhoods of concentrated poverty. Identify the segment of the population and give the number of people experiencing the problem.

Throughout our seven-county service area there are high percentages of people living in areas of concentrated poverty. This study also reports that African Americans who were poor were 2.7 times more likely to live in concentrated-poverty neighborhoods than Latinos who were poor, and 3.5 times more likely than whites who were poor.

- (B) Identify the segment of the population and give the number of people experiencing the problem.

According to Data USA, the poverty rate for each of our service area is as follow : 28.1% for Bladen County (9,549 people out of 33,946), 15.2% Brunswick County (17,992 people out of 118,103), 23% Columbus County (12,443 people out of 54,131), 22.9% Hoke County (11,545 people out of 50,438), 18.7% Pender County (10,304 of 55,136), 30.8% Robeson County (40,313 people out of 131,026), and 31.5% Scotland County (10,480 people out of 33,282).

- (C) Provide demographic information of those adversely effected inclusive of:

- (a) Gender: The estimated population for 2016 for our service area is 498,030 and 51.8% are females and 48.2% are males.

- (b) Age: The median age of those living within our service area is 40.7. 33.7% of the residents living in poverty are under the age of 18, 59.3% are between the ages of 19 and 64 years of age, and 7% are 65 years of age or older according to the Census Reporter.
- (c) Race/Ethnicity for the agency's service area: According to the Census Reporter, the racial/ethnicity of those living in poverty in our service area is as follows: 54.3%-White; 27%-Black; 10.02%-Native American; 7.04%-Hispanic; .757 Asian; and .883 other.

(D) Explain how the persons are adversely affected.

Those living in these areas face restricted access to jobs, education, and networks that can improve their financial standing. Research shows that the residential segregation of people who are poor can lead to negative neighborhood effects including low-quality education opportunities, weaker employment networks, poorer health outcomes, and elevated levels of crime. In addition the seven-county service area of SCFS was impacted by Hurricane Matthew in 2016 and Hurricane Florence in 2018.

Our service area was one of the hardest hit by Hurricanes Matthew and Florence is still in the process of rebuilding the community.

Section II: Resource Analysis (use additional sheets if necessary)

(E) Resources Available:

- a. Agency Resources: SCFS operates the CSBG Family Empowerment Self-Sufficiency (\$1.1 million), Head Start (\$9.1 million), USDA (\$1.0 million), and HUD (\$2 million) thus providing a menu of services addressing most of the greatest needs of the target population.
- b. Community Resources: The following resources are available to clients within our seven-county area: DSS (Work First, TANF, Food Stamps, Medicaid, etc.); Public Health Department, Mental Health Services through private providers and Eastpointe Mental Health Services; Wellness Program; Dental Health Clinics; Employment Security Commission (Workforce Development); Temporary Staffing Agencies (Two Hawk, the Staffing Alliance, etc.); Cooperative Extensions for the nutritional workshops; faith-based organizations (churches, ministerial alliances and associates, Robeson County Church & Community Services, etc.); nonprofit organizations (Brunswick Family Assistance, Scots for Youth, Mentor Network, etc.); Small Business and Technology Development Center, community colleges (ABE, GED, high school diploma, and skills programs); colleges and universities for post-secondary education; preschool programs (Head Start, Early Head Start, NC Pre-K, private child care); lending institutions (banks to include Wells Fargo, credit unions, Small Business Administration, etc.); FMHA, Habitat for Humanity, Second Harvest Food Bank and food pantries, and other civic and community groups with programs or services to help the target population.

(F) Resources Needed:

- c. Agency Resources: To better serve our target population, other funding sources are needed to leverage with current funding to provide direct assistance to include transportation and affordable and safe housing.

- d. Community Resources: Hurricanes Matthew and Florence further impacted the community to include the low income and the community needs additional dollars to create jobs, safe and affordable housing, and case management services.

Section III: Objective and Strategy

(G) Objective Statement: To assist 117 families, obtain self-sufficiency with income above the federal poverty guidelines by June 30, 2021.

Strategies for Objective:

- Provide comprehensive case management services for low wealth participants to become more self-sufficient.
- Increase employment readiness skill workshops to assist with resume writing, mock interviews, completing of applications, etc.
- Deliver financial workshops to help them to better utilize their limited incomes.
- Intervene with landlords, utility companies, insurance agencies, and other service agencies to help our customers to gain control of their situations.
- Partner with local community colleges to further develop our customers' skill sets.
- Assist with helping customers to get into counseling, parenting class, and conflict resolution training.
- Encourage faith-based community to collectively pool funds and offer an emergency relief service to intervene when crises arise
- Collaborate with Health Department, Care Clinic and other health groups to provide free or low cost medical and dental care to low income population, including preventive care as well as seminars/workshops on Community Awareness/Prevention of Crime/Violence, Alcohol/Substance/Drug Abuse
- Provide nutrition seminars to improve health of low wealth population
- Provide leadership workshops for the youth (13-18)

OEO Form 210 (continued)
Section IV: Results Oriented Management and Accountability Cycle
(use additional sheets if necessary)

Organizational Standard 4.3 requires that an agency's strategic plan and Community Action Plan document the continuous use of the ROMA cycle and use the services of a ROMA trainer.

- (H) Community Needs Assessment: Please summarize the primary needs of your community as determined through the Community Needs Assessment, and explain which of those are Family, Agency, or Community Needs, and why.
- The study by North Carolina Department of Justice released a brief that shows a growing number of people in our service area are living in neighborhoods of concentrated poverty. Those living in these areas face restricted access to jobs, education, and networks that can improve their financial standing. Research shows that the residential segregation of people who are poor can lead to negative neighborhood effects including low-quality educational opportunities, weaker employment networks, substandard housing, poorer health outcomes, and elevated levels of crime.
- Primary barrier to individuals and families attaining self-sufficiency is the lack of jobs with a livable wage, job stability, child care, and a need for job training. Employment or better employment is needed (Family and Community)
 - The 15% to 31% range in our service area of the population having less than a high school diploma and those achieving degrees for higher education in our service area still indicate a pressing need for basic and continuing adult education in each county. Education/Training is needed (Family, Agency, and Community)
 - Low incomes lead to substandard or unaffordable housing. Hurricanes Matthew and Florence's impact damaged or destroyed low-income housing/apartments. The lack of affordable housing has hindered relocation efforts for many. Affordable housing or better housing is needed (Family, Agency, and Community)
 - Lack of health insurance has been shown to be associated with problems obtaining health care, and the unemployed are less likely to have health insurance than their employed counterparts. With no health insurance, individuals more likely delay or not receive needed prescriptions, eye exams, preventive medical visits, dental exams, etc. and eat poorly. Health (Mental and Physical), Wellness and Nutrition are needed. (Family and Community)

- In rural communities, public transportation is very limited. According to the case study “Resolving the Transportation Problem in a Rural Community”, individuals with limited income struggles with acquiring reliable transportation to and from work as well as to medical appointments and to school to continue their education. Transportation accessibility or better transportation (Family and Community)
- As stated in the brief by the NC Department of Justice, research shows elevated levels of crime, higher stress level, and more emotional problems. The communities also face problems with high child-abuse and neglect rates, drug abuse, and adolescent and teen pregnancies. Community Awareness on Prevention of Crime/Violence, Alcohol/Substance/Drug Abuse, and Teenage Pregnancy is needed. (Family, Agency, and Community)

(I) Achievement of Results and Evaluation: Please discuss your agency’s achievement of results from last year. What were the successes and why were those areas successful? What areas did not meet targets or expectations and why were those areas not as successful? What Improvements or changes will be made for this year’s work plan to achieve desired results and better meet the needs of the community?

The agency’s achievement of results from last year ended with succeeding the long range goal of assisting 100 families obtain self-sufficiency with income above the 100% poverty guidelines by June 30, 2018. 125 families rose above the federal poverty guidelines during the July 2015 – June 2018 cycle. In addition the following outcomes were achieved:

- 335 families were served
- 46 low-income participant families rose above the poverty level for fiscal year 17-18
- 90 participant families obtained employment
- 31 participant families obtained better employment
- 16 participants obtained jobs with medical benefits
- 25 participant families completed education or training programs
- 43 participant families secured standard housing
- 93 participant families were provided emergency assistance
- 136 participant families were provided employment support
- 41 participant families were provided education support

All targets were met. Additional training was provided to staff on case management; what is promoting self-sufficiency verse promoting dependency; what is a living wage; using all resources and partnerships to better assist our participants; quarterly reviews with staff on outcomes; and an increase to staff trainings to keep staff informed.

Increased collaborations with NC Works, local community colleges and universities, Re-entry program, etc on work shop seminars that were geared toward resume writing, filling out an employment application correctly online and in person, interviewing, registering with the employment agencies and NC Works. Increased employment workshops for participants and encouraged additional education and training.

The employment workshops will continue in the upcoming fiscal year. However, additional improvements for the upcoming fiscal year will include more community involvement. Hosting

various town hall events, community awareness/prevention of crime/violence, alcohol and drug abuse, domestic violence, child abuse, teenage pregnancy, etc.

- (J) Please name the ROMA trainer who provided services used in developing this community Action Plan and describe what specific services were provided.

Wanda Davis is the ROMA certified trainer for Southeastern Community and Family Services, Inc.

**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
One-Year Work Program
OEO Form 212**

Section I: Project Identification	
1. Project Name:	Family Empowerment Self-Sufficiency (FESS)
2. Mission Statement:	To improve and empower the lives of the people we serve.
3. Objective Statement:	To assist 117 families, obtain self-sufficiency with income above the 125% federal poverty guidelines by June 30, 2021
4. Project Period:	July 1, 2019 to June 30, 2020 Plan Year 2 of 3

5. CSBG Funds Requested for this Project:	July 1, 2019	To	June 30, 2020	\$1,145,553.00
6. Total Number Expected to Be Served:	286			
a. Expected Number of New Clients	166			
b. Expected Number of Carryover Clients	120			

**One-Year Work Program
OEO Form 212 (continued)**

Section II: One-Year CSBG Program Objective and Activities				
Identified Problem	Service or Activity	Outcome Expected	NPIs (List all NPIs applicable to activity)	Position Title(s)
Five counties of the seven counties poverty rate in our service area is higher than the NC state average. Poverty continues to keep the fiercest grip on our communities and a growing number of people in our service area are living in neighborhoods of concentrated poverty which restricts access to jobs, education and other networks that can improve their financial standing.	To provide comprehensive services in fiscal year 2019-2020 to 286 low income families designed to enable them to achieve self-sufficiency and informed of available resources in the community.	286 families enrolled in the FESS program by June 30, 2020.		Program Director CSBG Manager Case Manager II/ROMA Compliance Officer (RCO) Case Managers Administrative Assistant
	To provide effective and efficient delivery of services by the following: <ul style="list-style-type: none"> • Collect and share data on current sources with staff for use with clients. Provide regular training (individual and group). • Prepare and issue PSAs announcing services. • Notify local service agencies to make referrals. • Participate in Community Service Block Grant (CSBG) advisory committee meetings to inform other agencies of services and remain abreast of other community services available to clients. • Distribute brochures to clients, faith-based organizations, human 	286 families enrolled in the FESS program by June 30, 2020.		Program Director CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant

	service organizations, businesses and community at large.			
Low wealth individuals face restrictions on information, resources, and networks that are available that can improve their financial standing.	<p>To provide case management services to low wealth individuals to enable them to achieve self-sufficiency.</p> <ul style="list-style-type: none"> • Recruit 166 eligible applicants • Assess each client • Prepare development plan. • Make referrals and advocate for needs • Follow up on referrals • Coordinate services • Re-assess needs on quarterly basis • Follow up on progress • Coach and mentor clients, offer informal life skills and problem solving skills. • Provide training • Facilitate group support • Maintain accurate records 	To provide comprehensive case management services to 286 families by June 30, 2020.		<p>Program Director</p> <p>CSBG Manager</p> <p>Case Manager II/RCO</p> <p>Case Managers</p> <p>Administrative Assistant</p>
Primary barrier to individuals and families attaining self-sufficiency is the lack of jobs with a livable wage, job stability, and a need for job training.	To provide employment training and opportunities for low wealth participants to achieve self-sufficiency and assist with 75 families in securing employment and/or better employment through Workforce Development, local businesses and industries, temporary services and military among others to include pre-employment training, conducting job development, providing job referrals, vocational education and training, internships, on-the-job training, job readiness training to develop soft skills, provide employment	55 participant families will obtain employment and 20 will obtain better employment by June 30, 2020.		<p>CSBG Manager</p> <p>Case Manager II/RCO</p> <p>Case Managers</p> <p>Administrative Assistant</p>

	maintenance and support, and establish working relationships with local job placement providers.			
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**One-Year Work Program
OEO Form 212 (continued)**

Section II: One-Year CSBG Program Objective and Activities				
Identified Problem	Service or Activity	Outcome Expected	NPIs (List all NPIs applicable to activity)	Position Title(s)
	To provide direct employment support to 55 participants by assisting with uniforms, work clothes, tools, childcare, transportation, and certifications.	55 participant families will receive employment supports by June 30, 2020.		CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant
The 15% to 31% range in our service area of the population having less than a high school diploma and those achieving degrees for higher education in our service area still indicate a pressing need for basic and continuing adult education in each county. Education/Training is needed.	To provide educational services to participants to lead to self-sufficiency: <ul style="list-style-type: none"> • Basic skills • Residual education and literacy • General Educational Diploma program • High school options • Other vocational and educational training • Community College • College/University 	20 participant families will complete education/training by June 30, 2020.		CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant
	To provide direct educational support to 20 participants by assisting with tuition, books, childcare, transportation, uniforms, and supplies.	20 participants will receive educational supports by June 30, 2020		CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant
Low incomes lead to substandard or unaffordable housing. Hurricanes Matthew and Florence's impact damaged or destroyed low-income housing/apartments. The lack of affordable housing has hindered relocation efforts	To assist 20 families in accessing standard, affordable housing through home ownership, home improvement, rental housing, and retirement/nursing homes, Veteran Affairs, private sector owners and builders,	20 participant families will secure stand housing by June 30, 2020.		CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant

for many. Affordable housing or better housing is needed.	Habitat for Humanity, faith-based organizations, tribal grants, Section 8, and others.			
Lower incomes impact all facets of life that creates a vicious circle for many families which creates a greater need for financial resources. (Unemployment, underemployment, medical bills due to lack of insurance, and lack of medical care or preventive medical contributes to poor nutrition)	To provide financial literacy workshops to support self-sufficiency. Training topics may include budgeting effectively, managing resources, couponing, managing a checking and savings account, etc. (Note: The number represents one workshop per county per quarter).	28 financial workshops will be conducted for family participants by June 30, 2020.		CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant
	To assist 286 families in analyzing finance and prepare a budget using the Accountable Results for Community Action program (AR4CA) budget form.	286 families will have a budget completed by June 30, 2020.		CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant
	To assist eligible family members and/or their dependents in accessing benefits through programs such as Social Security, Veteran Administration, pension, etc. as needed.	5 family participants or more will be assisted with accessing benefits if qualified by June 30, 2020.		CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant
Lack of health insurance has been shown to be associated with problems obtaining health care, and the unemployed are less likely to have health insurance than their employed counterparts. With no health insurance, individuals more likely delay or not receive needed prescriptions, eye exams, preventive medical visits, dental exams, etc. and eat poorly. Health (Mental and Physical), Wellness and Nutrition are needed.	To provide wellness and nutritional supportive services to 100 low wealth participants to enable them to achieve self-sufficiency and to strengthen families to include health care, medical care, eye exam, glasses, dental care, mental health, and supplemental food.	100 family participants will receive health, wellness, and/or nutritional services by June 30, 2020.		CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant
	To assist customers in accessing life skills classes to reduce stress such as conflict resolution, parenting and community relations through entities such as county cooperative extension offices and through in-house training.	20 family participants will receive life skill classes by June 30, 2020.		CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant

	To assist customers in accessing nutrition programs such as Women Infants & Children, Food stamps, US Department of Agriculture Commodities, and school breakfast/lunch programs, and others.	60 family participants will receive nutritional support and/or referrals by June 30, 2020.		CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant
In rural communities, public transportation is very limited. According to the case study "Resolving the Transportation Problem in a Rural Community", individuals with limited income struggles with acquiring reliable transportation to and from work as well as to medical appointments and to school to continue their education. Transportation accessibility or better transportation	To provide transportation assistance for employment support, education/training support, and medical support such as gas, bus tickets if available, and small car repairs.	40 family participants will transportation support by June 30, 2020.		CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant
As stated in the brief by the NC Department of Justice, research shows elevated levels of crime, higher stress level, and more emotional problems. The communities also face problems with high child-abuse and neglect rates, drug abuse, and adolescent and teen pregnancies. Community Awareness on Prevention of Crime/Violence, Alcohol/Substance/Drug Abuse, available resources in the community for our youth ages 13-18 and Teenage Pregnancy is needed.	To provide 12 community awareness workshops/seminars/town hall meetings for family participants and the community at large on the prevention of crime/violence, child abuse, teenage pregnancy, opioid crisis (Alcohol/Substance/Drug Abuse), and other topics as important to the specific community or county.	12 community awareness workshops/seminars will be conducted by June 30, 2020.		Program Director CSBG Manager Case Manager II/RCO Case Managers Administrative Assistants
	To provide 4 youth leadership mini-weeklong enrichment camps in Bladen, Columbus, Robeson and Scotland counties on leadership, teenage pregnancy, nutrition and wellness, education, employment, financial management, crime prevention, social and cyber bullying, and social etiquette.	70 family participants will complete the Youth Leadership Enrichment Camp.		Program Director CSBG Manager Case Manager II/RCO Case Managers Administrative Assistants

**One-Year Work Program
OEO Form 212 (continued)**

Section III: Program Administration and Operations					
Administration, Services, Operations Outcome Expected	Position Title(s)	Implementation Schedule			
		First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Follow-Ups: Maintain regular contacts with clients to assess progress; assist with case management plan, and budget revisions, as needed. Use AR4CA to capture data.	CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant	7/19 – 9/19	10/19 – 12/19	1/20 – 3/20	4/20 – 6/20
Compliance: Monitor staff performance to ensure compliance with contracted performance, efficiency, and outcome measures as well as viability of goals, objectives, and activities through onsite visits, review of AR4CA, and review papers maintained in the center with emphasis on documentation of customer eligibility at time of enrollment and outcomes achieved.	Program Director CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant	7/19 – 9/19	10/19 – 12/19	1/20 – 3/20	4/20 – 6/20
Reporting: Submit monthly reports to the CSBG Manager and Program Director.	CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant	7/19 – 9/19	10/19 – 12/19	1/20 – 3/20	4/20 – 6/20
Prepare and submit required reports and documents to the Chief Executive Officer, Board of Directors, and Office of Economic Opportunity as well as other reports that are required, including the Annual Report.	Program Director CSBG Manager Case Manager II/RCO Administrative Assistant	7/19 – 9/19	10/19 – 12/19	1/20 – 3/20	4/20 – 6/20
Statistical Performance: Evaluate outcomes, contact time, and case load to ensure staff are meeting the targets identified in the work program. General quarterly statistical reports and share data with appropriate personnel	Program Director CSBG Manager Case Manager II/RCO Administrative Assistant	7/19 – 9/19	10/19 – 12/19	1/20 – 3/20	4/20 – 6/20
Public Events: Develop calendar of events throughout service area and ensure staff participation to publicize program. Develop partnerships and obtain agreements with agencies throughout the service area.	Program Director CSBG Manager Administrative Assistant	7/19 – 9/19	10/19 – 12/19	1/20 – 3/20	4/20 – 6/20
Conduct closing activities "Graduation Ceremony" for participants who successfully complete the FESS program.	Program Director CSBG Manager Case Manager II/RCO Administrative Assistant				4/20 – 6/20

**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
One-Year Work Program
OEO Form 212 (continued)**

7. Use the tables below to enter your agency's targeted outcome results. The performance measures will be included in the agency's CSBG contract.

All CSBG grantees operating self-sufficiency projects are required to enter program targets in Table 1. Please refer to *Performance Measures and Outcomes Definitions* on page 7 of the Fiscal Year 2019-20 CSBG Application Instructions. If your agency operates more than one project, you will also need to complete Table 2 on the following page and also enter specific program targets. There should be one table of outcome measures per project.

Table 1 Outcome Measures for Project 1 (enter project name)	
Measure	Expected to Achieve the Outcome in Reporting Period (Target)
The number of participant families served.	286
The number of low-income participant families rising above the poverty level.	39
The number of participant families obtaining employment.	55
The number of participant families who are employed and obtain better employment.	20
The number of jobs with medical benefits obtained.	20
The number of participant families completing education/training programs.	20
The number of participant families securing standard housing.	20
The number of participant families provided emergency assistance.	50
The number of participant families provided employment supports.	55
The number of participant families provided educational supports.	20
The average change in the annual income per participant family experiencing a change.	This measure does not require a target but must be reported.
The average wage rate of employed participant families.	This measure does not require a target but must be reported.

**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
One-Year Work Program
OEO Form 212 (continued)**

Table 2 Outcome Measures for Project 2 (enter project name)	
Measure	Expected to Achieve the Outcome in Reporting Period (Target)
The number of participant families served.	

**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
One-Year Work Program
OEO Form 212 (continued)**

9. For Community Action Agencies that serve multiple counties, provide a breakdown of the expected *number of persons served* in each designated county in the table below. Show the total *number of persons served* in the table.

Number of Families to be Served Per County											
Agency Name: Southeastern Community and Family Services, Inc.											
Project Name: Family Empowerment Self Sufficiency											
County	Bladen	Brunswick	Columbus	Hoke	Pender	Robeson	Scotland				Total
Total Planned	26	52	52	26	26	78	26				286
Project Name:											
County											Total
Total Planned											

**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
Monitoring, Assessment and Evaluation Plan**

1. Describe the role and responsibilities of the following in the assessment and evaluation of agency programs.
 - a. Board of Directors: The Board of Directors is responsible for monitoring, assessment, and evaluation of rules and regulations governing agency operation as well as the progress of each program under its authority. The Board sets the policies and approves the criteria used in the review process. Many of the functions are delegated to agency staff as the board must rely on staff for programmatic as well as fiscal information. The program and finance committees are utilized to evaluate the effectiveness of the programs and recommend any changes they deem necessary to service delivery to the full Board of Directors.
 - b. Low-Income Community: Our nine Advisory Councils (AC) have a membership composed entirely of representatives from low-income neighborhoods in our service area. Though the agency's service is currently divided into sixteen districts, we have only nine Advisory Councils as they are attached to a CSBG Neighborhood Center (NSC); however, some NSCs represent more than one district, who have representation on the Advisory Council attached to the NSC nearest them. The breakdown is as follows: Bladen – 1AC; Brunswick NSC-1 AC; Columbus (Whiteville NSC) - 1AC; Hoke NSC – 1 AC; Lumberton NSC – 1 AC; Pender NSC – 1 AC; Red Springs NSC - 1 AC; Scotland NSC-1 AC. These Advisory Councils serve as the listening posts for their respective communities. They receive information from program participants and the general public, and pass the information on to the Board of Directors through their district representative, each of whom holds a seat on the Board of Directors.
 - c. Program Participants: Program participants help assess and evaluate effectiveness by participating in community meetings and through interaction with their case manager. We also have a survey form available for completion by willing participants. This input helps us to evaluate the effectiveness of the programs and services provided.
 - d. Others: Others who have input in the assessment and evaluation of agency programs include landlords, local business owners, former participants, faith-based organizations personnel, and local government officials. They take part in this process both through informal visits and community meetings as well as at the formal public hearing held at the beginning of our planning cycle for the multi-year plan. We also gather input from them as we make contacts on behalf of customers. They know that we welcome their ideas and suggestions concerning how to better work together for those in need in our community.
2. Describe the systematic approach for collecting, analyzing and reporting customer satisfaction data to the Board of Directors.

Customer satisfaction surveys are made available to customers for completion through computers set up at each Neighborhood Service Center for customer use. Survey Monkey is used for collecting the data. Reports are generated and the data received is analyzed and presented to the Board of Directors annually through the publication of the agency's annual report.
3. Describe how administrative policies and procedures are monitored by the Board of Directors.

The Board of Directors, Executive, and Personnel Committees meets with the Chief Executive Officer, Deputy Director of Human Resource and Operations, and other key staff periodically to review and to revise if necessary our administrative policies and procedures. Documents they review include, but are not limited to, our policies and procedures and information received from the attorney who has reviewed this document at least every 2 years. They also review the Agency By-Laws and Fiscal Policies and Procedures Manual. They listen to recommendations as well as make their own recommendations for improvement. Once the revised documents are compiled, the full Board of Directors considers them and either accepts the recommendation of the committees, or asks for further study. It is not a quick process, but it is a thorough process of which the Board of Directors has the final say.
4. Describe how the Board acts on monitoring, assessment and evaluation reports.

The Board of Directors receives these reports in advance of regularly scheduled Board meetings. At the meetings, they question, discuss, and where approval is needed, vote to approve or disapprove. Occasionally they will ask for an item to be tabled until additional information is presented to them. Our Board is very active in monitoring, assessing and evaluating what we do, and take their action on these reports seriously

5. Describe the Board's procedure for conducting the agency self-evaluation.

Our Board uses reports from the various departments to assess the overall impact on the communities we serve. Whenever any Board member thinks there is an area of need on his or her respective community, the concern is brought to the whole Board for consideration. It is not at all uncommon for the Board to direct the Chief Executive Officer to instruct staff to investigate the situation and potential ways to work with the community to address it within the parameters of the contractual restrictions.

6. Summarize the results of the Board's most recent self-evaluation. Describe how the information has been or will be used to develop the agency's next Strategy for Eliminating Poverty. Indicate the timeframe and planned activities for the next evaluation.

The Board of Directors participates in intensive training annually and conducts a self-evaluation. Utilizing this information, the Board of Directors have committed to continuing to work through established committees based on the experience and expertise of the Board members to ensure that the agency remain viable and compliant with all applicable federal and state guidelines. The Board has taken an in-depth look at the agency's infrastructure. The Board of Directors and staff conducted a community assessment to re-evaluate the needs of the community in June of 2017 and will conduct a new in-depth assessment to be completed by June 30, 2020. This 2017 report has been updated to reflect current statistics and has been used to ensure that the services being provided will meet the needs of the customers and enable the agency to meet its goal of elimination poverty for 117 families during this three-year cycle. The Board of Directors has also committed to participate in an ongoing training process to ensure that all Board members are fully knowledgeable and aware of the guidelines that govern the operation of this organization.

**Community Services Block Grant Program
Fiscal Year 2019-20 Application for Funding
CSBG Administrative Support Worksheet
OEO Form 212A**

1. Administrative Support requested for (Name of Grant):		
2. Total amount of Administrative Support requested: \$		
3. Brief description of grant including the name of the funding source:		
4. Total Grant Amount:		\$
5. Give the reason for requesting Administrative Support from CSBG and describe how the funds will be used: (Attach supporting documentation in the Appendices)		
6. How will the agency track the CSBG funds used for Administrative Support?		
7. Basis for determining amount of Administrative Support needed. (Please select either Indirect Costs or Cost Allocation, not both.)		
Indirect Costs		
Indirect Cost Base:		
Indirect Cost Rate %:		%
Indirect cost base amount for this grant:		\$
Percent indirect allowed by funding source for this grant:		%
Dollar amount indirect allowed by funding source for this grant:		\$
Cost Allocation		
Percent of administrative costs allowed by funding source for this grant %:		%
Dollar amount of administrative costs allowed by funding source for this grant:		\$
8. Actual numerical calculation used to determine Administrative Support needed:		
9. Administrative Support to be applied: (choose one)	Monthly	
	Quarterly	
	Annually	

**Community Services Block Grant [CSBG]
Documentation of Submission to County Commissioners**

Background: The North Carolina Administrative Code [10A NCAC 97C.0111 (b)(1)(A)] requires that each CSBG grant recipient submit its Community Anti-Poverty Plan [grant application] to each County Commissioner Board that it serves.

Instructions: This form is to be completed and notarized by the Clerk to the Board.

Agency Name: _____

County: _____

Date of Application Submission: _____

[Note: This application should be submitted to the County Commissioners at least thirty [30] days prior to application submission to the Office of Economic Opportunity [OEO]. The grant application is due to OEO **February 15, 2019**.

Clerk to the Board should initial all items below.

_____ The agency submitted a complete grant application for Commissioner review.

_____ The Clerk to the Board will be responsible for assuring that the application is distributed to the Commissioners.

_____ Commissioners' comments provided those to the agency. (If applicable)

Clerk to the Board

Date

Notary

Date



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # V. - 19.

From: Tax Administration - January 2019 Releases
Jeffery P Niebauer

Issue/Action Requested:

Request that the Board of Commissioners approve the January 2019 releases.

Background/Purpose of Request:

Approval of the tax releases for January 2019. A summary of the releases is posted below.

County real property release value \$374,140 (7 releases)

Leland real property release value \$210,760 (4 releases)

County personal property release value \$21,600 (1 release)

Smithville personal property release value \$21,600 (1 release)

County VTS January 2019 release value \$289,069 (15 releases)

Boiling Spring Lakes VTS January 2019 release value \$6,987 (1 release)

Carolina Shores VTS January 2019 release value \$9,345 (1 release)

Leland VTS January 2019 release value \$102,207 (5 releases)

Shallotte VTS January 2019 release value \$1,670 (1 release)

For information purposes only

Civietown fire district \$151.87 (1 release)

Leland fire district \$450.00 (4 releases)

Sunset Harbor/Zion Hill fire district \$163.12 (1 release)

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the January 2019 releases.

ATTACHMENTS:

Description

- ☐ Tax Releases January 2019
- ☐ Motor Vehicle VTS Releases for January 2019 Processed December 2018 (NCDMV Tax & Tag)
- ☐ Fire Fee Releases for January 2019 (For information purposes only)

Tax Releases for January 2019

Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047188	12/10/2018	NORTHAM GARY WAYNE JR	102300 (2018)	11936180	Leland	030PA00902A		\$255.55-C \$110.65-LEL	\$52,690.00	Improvement removed from property
047190	12/10/2018	NORTHAM GARY WAYNE JR	103649 (2017)	11936180	Leland	030PA00902A		\$255.55-C \$110.65-LEL	\$52,690.00	Improvement removed from property
047192	12/10/2018	NORTHAM GARY WAYNE JR	101260 (2016)	11936180	Leland	030PA00902A		\$255.55-C \$96.58-LEL	\$52,690.00	Improvement removed from property
047194	12/10/2018	NORTHAM GARY WAYNE JR	100086 (2015)	11936180	Leland	030PA00902A		\$255.55-C \$79.83-LEL	\$52,690.00	Improvement removed from property
047196	12/10/2018	LUNGE INC	85835 (2018)	53455230	Brunswick County	215JC073		\$268.30-C	\$55,320.00	Improvement removed from property
047199	1/8/2019	HEIDA LEMUEL G	61359 (2018)	80058756	Brunswick County	232KF003		\$218.25-C	\$45,000.00	Military Exemption
047200	1/8/2019	FUNDERBURKE ARTHUR H ETUX FUNDERBURKE BRANDY	49713 (2018)	52130360	Brunswick County	201DE005		\$305.84-C	\$63,060.00	Improvement removed from property

Tax Releases for January 2019

PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047198	1/8/2019	BLANTON ANTHONY N	012486 (2018)	80072160		NULL	SMITHVILLE	\$104.76-C \$10.48-LL \$8.64-SM \$0.86-LSM	\$21,600.00	Duplicate Listing

Release Category Codes

Release Code Release Type

BHI	BALD HEAD ISLAND
BEL	BELVILLE
BSL	BOILING SPRING LAKES
BOL	BOLIVIA
CAL	CALABASH
CS	CAROLINA SHORES
CAS	CASWELL BEACH
C	COUNTY
HB	HOLDEN BEACH
INT	INTEREST
LSM	LATE LIST SMITHVILLE
LELLL	LELAND LATE LIST
LBLL	LONG BEACH LATE LIST
NAVLL	NAVASSA LATE LIST
NWLL	NORTHWEST LATE LIST
OILL	OAK ISLAND LATE LIST
OIBLL	OCEAN ISLE BEACH LATE LIST
PL04	OFF PREMISES WINE

Release Code Release Type

BHILL	BALH HEAD ISLAND LATE LIST
BELLL	BELVILLE LATE LIST
BSLLL	BOILING SPRING LAKES LATE LIST
BOLLL	BOLIVIA LATE LIST
CALLL	CALABASH LATE LIST
CSLL	CAROLINA SHORES LATE LIST
CASLL	CASWELL BEACH LATE LIST
FF	FIRE FEE
HBLL	HOLDEN BEACH LATE LIST
LL	LATE LIST PENALTY
LEL	LELAND
LB	LONG BEACH
NAV	NAVASSA
NW	NORTHWEST
OI	OAK ISLAND
OIB	OCEAN ISLE BEACH
PL02	OFF PREMISES MALT
PL01	ON PREMISES MALT

Release Category Codes

Release Code	Release Type
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PL03	ON PREMISES WINE
SAD25	SAD 25
SAD28	SAD 28
SCLL	SANDY CREEK LATE LIST
SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST

Release Code	Release Type
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SAD24	SAD 24
SAD27	SAD 27
SC	SANDY CREEK
SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH

VTs RELEASES PROCESSED DECEMBER 2018

<u>Adjust ment #</u>	<u>Abstract #</u>	<u>Name-Last, First, Middle</u>	<u>Tag #</u>	<u>Year</u>	<u>Make</u>	<u>B- Val</u>	<u>New Value</u>	<u>Diff.</u>	<u>City</u>	<u>Twp.</u>	<u>Override %</u>	<u>Override Value</u>	<u>Override Status</u>	<u>Acquisition Cost</u>	<u>Acquisition Year</u>	<u>Dep Sch</u>	<u>Exempt Type</u>	<u>Notes</u>	<u>Date</u>	<u>Code</u>	<u>Code Description</u>
762856	44179747	TARANTO, BERNADETTE MARIE	DT0RDU	2018	JEEP	24,340	-	24,340	31								MILITARY	HOR-PA	12/07/18	4	Military Exempt
762411	34806101	LIGORRIA, MARIE NIEVES	DCC9487	2016	VOLK	12,030	-	12,030									MILITARY	HOR- CA 50% SPOUSE NOT EXEMPT	12/06/18	4	Military Exempt
759844	39329924	ADKINS, STEVEN SHANE	EHT1191	2017	TOYT	36,350	-	36,350	31								MILITARY	HOR- AK	12/10/18	4	#N/A
761422	45194076	DAWKINS, NIKEA MARIE	CDD3018	2018	TOYT	30,148	-	30,148	31								MILITARY	HOR- FL	12/10/18	4	#N/A
761760	45251868	HOOVER, GREGORY ALEXANDER	FKE7913	2011	HOND	17,998	-	17,998									MILITARY	HOR- SC	12/10/18	4	#N/A
761759	45481080	HOOVER, GREGORY ALEXANDER	FAL8551	2008	FORD	8,270	-	8,270									MILITARY	HOR- SC	12/10/18	4	#N/A
762547	9253187	COWAN, PATRICK DUNCAN	PDR5279	2012	JAGU	26,970	17,625	9,345	18			17,625						ADJ PER NADA	12/10/18	20	Appealed value
762554	45099778	FULLWOOD, TIFFANY NICOLE	FHR6974	2008	HOND	6,960	5,290	1,670	22									211,784 ODO INSP. BY A. SPENCER	12/10/18	12	High Mileage/Condition
762559	30260517	MCLINTOCK, DONALD EDWARD	9165ST	2016	BMW	40,330	35,675	4,655				35,675						ADJ PER NADA	12/10/18	20	Appealed value
762589	45461840	MOUSER, RONALD LEE	CK86568	2015	FREE	8,120	3,001	5,119	31			3,001						16' FT ENCLOSED	12/10/18	20	Appealed value
762603	45456702	CLEMMONS, CHRISTY OSBORNE	FAL2013	2008	LNDR	16,680	9,693	6,987	20			9,693						2017 BOS = 10204	12/10/18	1	#N/A
762605	45092989	LAMBERT, LAWRENCE	CK86781	2011	CARR	5,210	1,393	3,817				1,393						ADJ PER ORG BOS- 5% DEP	12/10/18	20	Appealed value
764110	45567125	SHAKAR, PATRICK SHAWN	HY6750	2007	DODG	6,250	-	6,250	31								MILITARY	HOR-NY EAS 7/31/2021	12/28/18	4	#N/A
767783	45239509	BRUNSWICK ELECTRIC MEMBERSHIP CORP	YA146812	2018	FRHT	73,040	-	73,040									STATE ASSESSED	PUBLIC UTILITY	12/28/18	16	Exempt - State Assessed
767793	45239268	BRUNSWICK ELECTRIC MEMBERSHIP CORP	YA146811	2018	FRHT	49,050	-	49,050									STATE ASSESSED	PUBLIC UTILITY	12/28/18	16	Exempt - State Assessed

JANUARY 2019 Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047189	12/10/2018	NORTHAM GARY WAYNE JR	102300 (2018)	11936180	Leland	030PA00902A		\$125.00-LELF	\$52,690.00	Improvement removed from property
047191	12/10/2018	NORTHAM GARY WAYNE JR	103649 (2017)	11936180	Leland	030PA00902A		\$125.00-LELF	\$52,690.00	Improvement removed from property
047193	12/10/2018	NORTHAM GARY WAYNE JR	101260 (2016)	11936180	Leland	030PA00902A		\$100.00-LELF	\$52,690.00	Improvement removed from property
047195	12/10/2018	NORTHAM GARY WAYNE JR	100086 (2015)	11936180	Leland	030PA00902A		\$100.00-LELF	\$52,690.00	Improvement removed from property
047197	12/10/2018	LUNGE INC	85835 (2018)	53455230	Brunswick County	215JC073		\$151.87-CIVF	\$55,320.00	Improvement removed from property
047201	1/8/2019	FUNDERBURKE ARTHUR H ETUX FUNDERBURKE BRANDY	49713 (2018)	52130360	Brunswick County	201DE005		\$163.12-SHF	\$63,060.00	Improvement removed from property

Release Category Codes

Release Code Release Type

BHI	BALD HEAD ISLAND
BEL	BELVILLE
BSL	BOILING SPRING LAKES
BOL	BOLIVIA
CAL	CALABASH
CS	CAROLINA SHORES
CAS	CASWELL BEACH
C	COUNTY
HB	HOLDEN BEACH
INT	INTEREST
LSM	LATE LIST SMITHVILLE
LELL	LELAND LATE LIST
LBLL	LONG BEACH LATE LIST
NAVLL	NAVASSA LATE LIST
NWLL	NORTHWEST LATE LIST
OILL	OAK ISLAND LATE LIST
OIBLL	OCEAN ISLE BEACH LATE LIST
PL04	OFF PREMISES WINE

Release Code Release Type

BHILL	BALH HEAD ISLAND LATE LIST
BELLL	BELVILLE LATE LIST
BSLLL	BOILING SPRING LAKES LATE LIST
BOLLL	BOLIVIA LATE LIST
CALLL	CALABASH LATE LIST
CSLL	CAROLINA SHORES LATE LIST
CASLL	CASWELL BEACH LATE LIST
FF	FIRE FEE
HBLL	HOLDEN BEACH LATE LIST
LL	LATE LIST PENALTY
LEL	LELAND
LB	LONG BEACH
NAV	NAVASSA
NW	NORTHWEST
OI	OAK ISLAND
OIB	OCEAN ISLE BEACH
PL02	OFF PREMISES MALT
PL01	ON PREMISES MALT

Release Category Codes

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

PL03	ON PREMISES WINE
SAD25	SAD 25
SAD28	SAD 28
SCLL	SANDY CREEK LATE LIST
SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST

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

SAD24	SAD 24
SAD27	SAD 27
SC	SANDY CREEK
SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # V. - 20.

From:
John Nichols, P.E.

Utilities - Utility Preliminary Engineering Agreement with NCDOT,
Inspector Position and Vehicle

Issue/Action Requested:

Request that the Board of Commissioners approve the Utility Preliminary Engineering Agreement with the North Carolina Department of Transportation (NCDOT) for the reimbursement of Inspections Service in the amount up to \$263,080.37, authorize an additional Inspector position and vehicle.

Background/Purpose of Request:

The NCDOT has authorized utility relocations in advance of their R-5021 Highway 211 Road Widening Project and plans to begin construction of the roadway project in June of this year. Brunswick County has designed plans for the estimated \$16.4 million dollars' worth of utility relocations and is prepared to bid the project and start construction in advance of the roadway widening project. However, in order to make up time in the project schedule caused by various delays (easement acquisition, etc.), the NCDOT has requested that the utility relocation plans be incorporated into the roadway plans and be overseen by the NCDOT.

As part of these negotiations, the NCDOT has agreed to fund a Brunswick County Inspector position to coordinate and review the utility relocations work with the NCDOT contractor in the amount up to \$263,080.37 for two years based on actual costs inclusive of salary, overhead, and vehicle usage. In addition to this project, Brunswick County is currently designing several multi-million dollar projects (Shallotte Wastewater Treatment Plant Expansion, Northeast Brunswick Wastewater Treatment Plant Expansion and Force Main Transmission, Northwest Water Treatment Plant Expansion and Concentrate Pipeline) as well as many smaller projects. Once the NCDOT project is complete in two years, there will be considerable ongoing inspections work for the position, so a full-time permanent position is recommended. Moreover, it is expected that the most qualified applicants will be more likely to respond to a full-time permanent position.

Therefore, staff recommends approval of the Utility Preliminary Engineering Agreement whereby the NCDOT would reimburse Brunswick County up to \$263,080.37 for inspections services associated with county utility infrastructure on the 211 Road Widening Project and for the authorization of an additional Utilities Inspector position and vehicle purchase.

Fiscal Impact:

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the Utility Preliminary Engineering Agreement with the North Carolina Department of Transportation (NCDOT) for the reimbursement of Inspections Service in the

amount up to \$263,080.37, authorize an additional Inspector position and vehicle.

ATTACHMENTS:

Description

- ▣ Utilities - Preliminary Engineering Agreement (Payable) - Attach 1
- ▣ Utilities - Estimated Cost Analysis - Attach 2
- ▣ 20190122 Budget Amendment NCDOT Inspector Reimbursement

UTILITY PRELIMINARY ENGINEERING AGREEMENT (PAYABLE)

WBS ELEMENT: _____

TRANSPORTATION IMPROVEMENT PROGRAM NO.: _____

COUNTY: _____

This agreement made this _____ day of _____, _____, by and

between the Department of Transportation, an agency of the State of North

Carolina, hereinafter referred to as the DEPARTMENT, and _____

_____ hereinafter referred to as the COMPANY:

W I T N E S S E T H:

THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows:

known as route _____ in _____ County, North Carolina to be designated as N.C. State Highway Project and/or WBS Element _____ and,

WHEREAS, the construction of said project will require certain engineering of plans for adjustments to be made to the existing facilities of the COMPANY;

NOW, THEREFORE, in order to facilitate the orderly and expeditious relocation of the said facilities of COMPANY, the DEPARTMENT and the COMPANY have agreed as follows:

1. That the DEPARTMENT has agreed to reimburse the COMPANY for preliminary engineering charges associated with certain adjustments to be made to the existing facilities of the COMPANY.

2. That any work performed under this agreement shall comply with DEPARTMENT's "POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS OF WAY" dated January 1, 1975, and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such amendments

thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.

3. That the COMPANY or COMPANY Engineering firm will prepare an estimate, broken down as to estimated cost of preliminary engineering, overhead rate, job classification pay rate, indirect cost rates, cost of capital rate and estimated man-day hours all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. The before mentioned estimate is attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any preliminary engineering not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY.

4. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

5. That the preliminary engineering work provided for in this agreement will be performed by the method or methods as specified below:

 BY COMPANY'S REGULAR FORCE: The COMPANY proposes to use its regular personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.

 BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed. The COMPANY shall submit a copy of the continuing contract (including rates) to the DEPARTMENT for review and approval.

 BY CONTRACT: The COMPANY does not have adequate staff to perform the necessary engineering design with its own forces. The COMPANY submits to DEPARTMENT a draft advertisement for review and approval, and in accordance with NC General Statute 143-64.31 and 23 CFR 172, will select firms qualified to provide such service on the basis of demonstrated competence and qualification for the type of professional services and to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm. The COMPANY shall submit overhead rates to the DEPARTMENT for review and approval in accordance with DEPARTMENT audit requirements. Refer to DEPARTMENT requirements at the following site:

<https://connect.ncdot.gov/projects/Roadway/Private%20Engineering%20Firm%20Resources/NC DOT%20Audit%20Requirements%20Fiscal%20Form.pdf>

6. a. It is contemplated by the parties hereto that the construction of this State Highway Project will begin on or about the _____

b. Based on the best information available at the present time to the COMPANY, indicate applicable paragraph below:

___ Preliminary Engineering will be complete allowing adequate time for materials and completion of certain adjustments prior to highway construction.

___ Preliminary Engineering will be complete prior to highway construction; however, certain adjustments are not expected to be complete prior to highway construction.

___ Other (Specify)

7. Indicate if (a) or (b) is applicable:

a. ___ That preliminary engineering is for the adjustments of existing facilities in conflict with said project.

b. ___ That the preliminary engineering involves COMPANY's request for new facilities in addition to adjustments of existing facilities in conflict with said project.

8. That the total estimated cost of the preliminary engineering proposed herein, including all cost to the DEPARTMENT and COMPANY, is estimated to be----- \$ _____

The estimated preliminary engineering cost to the DEPARTMENT, including all cost less any preliminary engineering for new facilities requested by the COMPANY.----- \$ _____

The estimated cost to the COMPANY for any additional preliminary engineering charges for new facilities requested by the COMPANY will be----- \$ _____

(The above costs shall be supported by attached estimate)

9. That in the event it is determined there are changes in the scope of work, extra work, or major changes from the statement of work covered by this agreement, reimbursement shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the DEPARTMENT.

10. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. Progress billing forms may be obtained from the Area Utility Agent. One final and detailed complete billing of all costs shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within 6 months after completion of work. The statement of final billing shall

follow as closely as possible the order of the items in the estimate portion of this agreement.

11. That the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

12. That in the future, it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered under this agreement, the DEPARTMENT does not obligate itself to participate in future payments for preliminary engineering.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

ATTEST OR WITNESS

(NAME OF COMPANY)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

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

Brunswick County Inspector Cost Estimate

Item	Quantity	Unit	Price	Overhead	Total
				Rate	
Inspector	4160	hour	\$ 35.78	154.4%	\$ 229,816.37
4WD Truck	24	month	\$ 840.00		\$ 20,160.00
Mileage	72800	miles	\$ 0.18		\$ 13,104.00
Total:					\$ 263,080.37

This estimate assumes 1 inspector for a two year project duration.

\$35.78 is the maximum hourly reimburesment rate for technicians.

Engineers

Mileage estimate assumes 700 miles per week, based on the original Brunswick County estimate of 50 gallons per week and the State assumption of 14 mpg.

Request Info						
Type		Budget Amendment				
Description		NCDOT Inspector Reimbursement				
Justification		Board Meeting 1/22/2018-Appropriate NCDOT reimbursement for new inspector position and vehicle for the Highway 211 Widening Project.				
Originator		Tiffany Rogers				
Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
627210	332000	Wastewater - Administration	State Revenues - Restricted	263081	Increase	Credit
627210	412100	Wastewater - Administration	Salary and Wages-Regular	174416	Increase	Debit
627210	418100	Wastewater - Administration	FICA	14000	Increase	Debit
627210	418200	Wastewater - Administration	Retirement	23000	Increase	Debit
627210	418300	Wastewater - Administration	Health Insurance	17000	Increase	Debit
627210	418306	Wastewater - Administration	Life Insurance	200	Increase	Debit
627210	418400	Wastewater - Administration	Disability and Long-Term Ins	500	Increase	Debit
627210	418310	Wastewater - Administration	Dental Insurance	700	Increase	Debit
627210	454000	Wastewater - Administration	Cap Outlay-Vehicle on Road	33265	Increase	Debit
Total						
Grand Total:				526162		



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # VI. - 1.

From:

Andrea White

Legislative Session Update (Representative Frank Iler)

Issue/Action Requested:

Request that the Board of Commissioners receive information on the upcoming legislative session from Representative Frank Iler.

Background/Purpose of Request:

Representative Frank Iler requested an opportunity to provide information on the upcoming session and to receive legislative ideas from the Board.

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 the upcoming legislative session from Representative Frank Iler.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # VII. - 1.

From:

Jan Clemmons

GIS - Street Adoptions Public Hearing (Jan Clemmons, GIS)

Issue/Action Requested:

Request that the Board of Commissioners approve the second reading and adoption of the proposed street names.

Background/Purpose of Request:

The attached streets were named by the property owners, the GIS Department or by recorded survey.

<u>TO</u>	<u>FROM</u>	<u>TOWNSHIP</u>
ADELINA CT SW	NONE	SHALLOTTE
ALDER GROVE DR NE	NONE	NORTHWEST
BARBON BECK LN SE	NONE	TOWN CREEK
BURCHAM DR SW	NONE	SHALLOTTE
CAMPBELLS RIDGE DR SE	NONE	TOWN CREEK
CAROLINE JONES RD NE	NONE	TOWN CREEK
DEL PEZZO DR SE	NONE	SMITHVILLE
GRACIES WAY NE	NONE	NORTHWEST
GREEN FENNEL AVE SW	NONE	SHALLOTTE
MERCERON ST SW	NONE	SHALLOTTE
MURPHY WAY SW	NONE	SHALLOTTE
PARADISE FALLS WAY NW	NONE	LOCKWOOD FOLLY
REDFORD DR SW	NONE	SHALLOTTE
SPRUCE GROVE CT NE	NONE	NORTHWEST
WEeping BIRCH RD NE	NONE	NORTHWEST
WILD PERSIMMON TRL NW	NONE	WACCAMAW
WINE BERRY CT NE	NONE	NORTHWEST

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 second reading and adoption of the proposed street names.

ATTACHMENTS:

Description

- ▣ List of streets to be adopted

TO	FROM	TOWNSHIP
ADELINA CT SW	NONE	SHALLOTTE
ALDER GROVE DR NE	NONE	NORTHWEST
BARBON BECK LN SE	NONE	TOWN CREEK
BURCHAM DR SW	NONE	SHALLOTTE
CAMPBELLS RIDGE DR SE	NONE	TOWN CREEK
CAROLINE JONES RD NE	NONE	TOWN CREEK
DEL PEZZO DR SE	NONE	SMITHVILLE
GRACIES WAY NE	NONE	NORTHWEST
GREEN FENNEL AVE SW	NONE	SHALLOTTE
MERCERON ST SW	NONE	SHALLOTTE
MURPHY WAY SW	NONE	SHALLOTTE
PARADISE FALLS WAY NW	NONE	LOCKWOOD FOLLY
REDFORD DR SW	NONE	SHALLOTTE
SPRUCE GROVE CT NE	NONE	NORTHWEST
WEeping BIRCH RD NE	NONE	NORTHWEST
WILD PERSIMMON TRL NW	NONE	WACCAMAW
WINE BERRY CT NE	NONE	NORTHWEST



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # VII. - 2.

From: Planning - Z-766 (Kirstie Dixon, Planning Director)
Kirstie Dixon, Planning Director

Issue/Action Requested:

Request that the Board of Commissioners hold Second Reading and consider amending the Official Unified Development Ordinance Zoning Map from RR (Rural Low Density Residential) to C-LD (Commercial Low Density) (Z-18-766) with an associated CAMA Land Use Plan Map from Conservation to Commercial.

Background/Purpose of Request:

This rezoning case proposes to rezone Tax Parcel 0570007203 located off Hazels Branch Road SE (SR 1619) from RR (Rural Low Density Residential) to C-LD (Commercial Low Density) to allow for commercial uses. This rezoning totals approximately 1.15 acres.

Additionally, this case proposes to amend the Official Brunswick County CAMA Land Use Plan Map from LDR (Low Density Residential) to Commercial for Tax Parcel 0570007203. This proposed land use plan map amendment totals approximately 1.15 acres.

Planning staff recommends Denial of the rezoning based upon size of rezoning, location of the rezoning, the attributes of the rezoning site, concerns of spot zoning, the surrounding area, current land uses, general planning principles and practices, and Brunswick County CAMA CORE Land Use Plan policies. The following is the basis of the recommendation:

1. The rezoning request is not consistent with the Brunswick County CAMA CORE Land Use Plan Map which denotes the site as Conservation.
2. The rezoning request is not consistent with Brunswick County CAMA CORE Land Use Plan Policies: P.16 states that Brunswick County strongly supports commercial nodes, including town or village centers, and the prohibition of strip commercialization. P.17 states that Brunswick County encourages/supports commercial development (nodes) at the intersections of major roads consistent with the County's future land use map.
3. This rezoning request consists of only one small parcel that encompasses 1.15 acres and is not located at a commercial node or at a major intersection or currently being used for commercial uses.
4. The potential for this rezoning to be being classified as spot zoning is high due to small size of the parcel, the number of parcels and owners involved, not being located at an intersection, surrounding land uses, existing land uses, and not being consistent with the Brunswick County CAMA CORE Land Use Plan.
5. The entire rezoning site scores 5 – 6 (out of 10) on the Biodiversity & Wildlife Habitat Assessment Score. This high score is reflective of existing wetlands on the site classified as substantial, the existing Flood Hazard Area as well as being located along Clay Mill Branch (A.K.A. Middle Mill Branch, Thornton's Branch).

At the 09-Jul-18 Planning Board meeting, Ms. Marva Moss addressed the Board. She identified businesses and residential uses in the vicinity of the subject property. Ms. Moss felt that the zoning change would not negatively impact the surrounding properties. Planning staff read a staff report and recommended denial of the

rezoning based upon size of rezoning, concerns of spot zoning, the surrounding area, current land uses, general planning principles and practices, and Brunswick County CAMA CORE Land Use Plan policies. After a discussion, the Planning Board concluded that recommending the subject property to be rezoned C-LD would constitute spot zoning and suggested that the applicant contact adjacent property owners about joining the rezoning request. The Planning Board tabled the case to give the applicant time to work with adjacent owners.

At the 13-Nov-18 Planning Board meeting, Ms. Moss addressed the Board. She stated that she reached out to adjacent property owners and they were not interested in rezoning their property to C-LD. Ms. Moss stated that she wants to continue with her request as there are other commercial uses nearby and there is a potential for other commercial uses in the area. Ms. Karen Gaughan addressed the Planning Board and expressed her concern with more development coming into the area and spoke about the potential negative impact to surrounding properties associated with more development since the extensive flooding that impacted this area during Hurricane Florence.

The Board of Commissioners held a Public Hearing on 17-Dec-18 and tabled the request until the 22-Jan-19 meeting to provide an additional opportunity for more public comment.

Fiscal Impact:

Not Applicable

Approved By County Attorney:

Yes

Advisory Board Recommendation:

At their meeting on 13-Nov-18, the Planning Board voted unanimously to recommend denial of the rezoning as requested.

Members Present: Eric Dunham, Joy Easley, Richard Leary, Alvin Nobles, Troy Price and Tom Simmons.

County Manager's Recommendation:

Recommend that the Board of Commissioners hold Second Reading and consider amending the Official Unified Development Ordinance Zoning Map from RR (Rural Low Density Residential) to C-LD (Commercial Low Density) (Z-18-766) with an associated CAMA Land Use Plan Map from Conservation to Commercial.

ATTACHMENTS:

Description

- ☐ Application
- ☐ Staff Report
- ☐ Rezoning Map
- ☐ Land Use Plan Map
- ☐ Photos
- ☐ Board of Commissioners Consistency Statement
- ☐ Minutes (09Jul18)
- ☐ Minutes (13Nov18)



REZONING APPLICATION

For Office Use Only

Planning Project #: 301090

Rezoning Case Z- 7161

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): Marva S. Moss
Edna S. Bryant

Mailing Address:

51 Mimosa Trail, N.E.
Leland, NC 28451

Phone:

910-547-2081

910-253-6369

Email:

owlcottage@attmc.net

edna1bryant@aol.com

PROPERTY OWNER INFORMATION (If different from above)

Owner Name(s):

(same)

Mailing Address:

51 Mimosa Tr, NE
Leland, NC 28451

Phone: see above

Email: see above

PROPERTY INFORMATION

Property Address and/or Description of Location:

Parcel Tax ID #(s): 057 000 7203

Total Site Acreage:

1.15

Current Zoning District(s): Residential
Rural

Proposed Zoning District(s): Commercial L.D.
(C.L.D.)

Conditional Zoning Request ☐ YES ☒ NO (R.R.)

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:

The rezoning is consistent with the character of the area. It will match the surrounding zoning - north and south of the property site. This is an "off-road" - not located on Hwy 17. Hazel Branch is the "off-road."

LAND USE COMPATIBILITY

Future Land Use Map Classification:

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:

Use of this land by its owners will allow it to create an income ~~by~~ to provide financial payment of county taxes. This is the land use plan. Planning staff is aware of this proposed rezoning request.

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: Marva S. Moss

Date: June 4, 2018

Owner Signature: Edna Bryant

Date: 6/4/2018

Owner Signature: Marva S. Moss

Date: June 4, 2018

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: June 4, 2018

RECEIPT #: 191979

☒ <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-766

July 9, 2018



APPLICATION SUMMARY

The applicant requests to rezone Tax Parcel 0570007203 from RR (Rural Residential) to CLD (Commercial Low Density). 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

Hazels Branch Road SE (SR 1619) off of Ocean Highway East (US 17)

Tax Parcel(s)

0570007203

Current Zoning

RR

Proposed Zoning

CLD

Surrounding Zoning

RR

Current Use

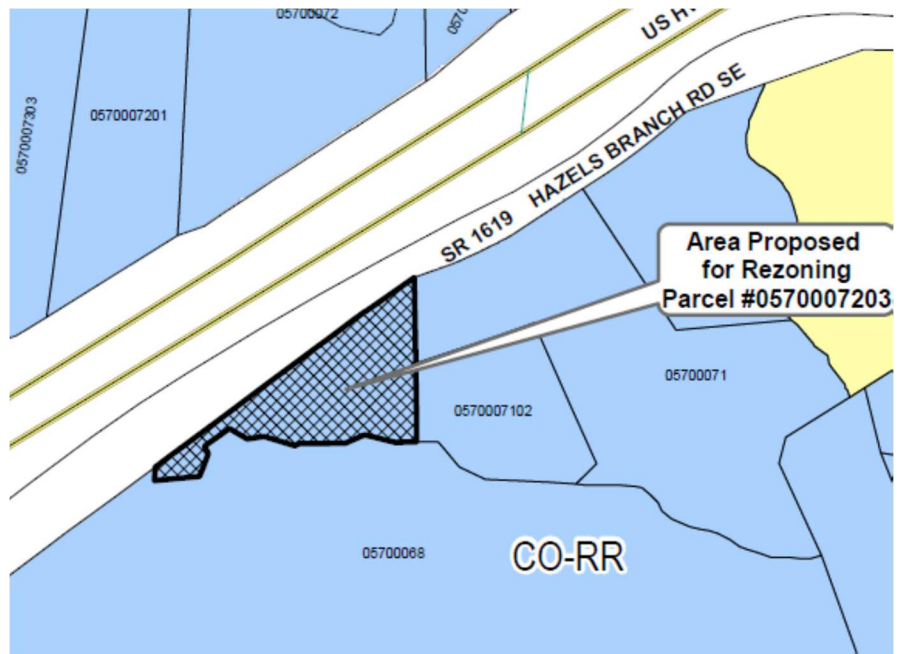
Vacant Land

Surrounding Land Uses

Residential, Vacant Lands

Size

1.15 acres



SITE CONSIDERATIONS

Zoning History: There are not any known zoning changes to the rezoning site since introduction of zoning in 1994. Tax Parcel 05700087 located approximately 650' to the northeast was rezoned to CLD as part of Rezoning Case Z-298 on January 16, 2001.

Buffers: If rezoned to CLD, all uses will require a 0.6 (vacant) or 0.8 (developed) opacity buffer to RR areas.

Traffic: The average annual daily traffic count for this section of Ocean Highway East is 34,000 vehicle trips per day. Traffic count information for Hazels Branch Road is not available.

Utilities: Water is available from Brunswick County Utilities along Ocean Highway East. Sewer is not available.

Schools: Town Creek Elementary School is currently out of capacity. Leland Middle School is currently near capacity.

CIP Projects in Area: Northwest Water Plant Expansion-Phase 3 (FY 2020). New Town Creek Middle School (FY 2019).

NCDOT Road Improvements in Area: US Interstate I-140 with Mt. Misery Rd interchange (completed 2017).

Environmental Impacts: Biodiversity & Wildlife Habitat Assessment Score: The entire rezoning site scores a 5 or 6 out of 10 due to wetlands classified as substantial. The site is also located in the Flood Hazard Area due to the proximity of Clay Mill Branch.

ANALYSIS

"This District is intended primarily to be used in outlying areas, adjacent to major thoroughfares, with yards and other provisions for reducing conflicts with adjacent residential uses, and with substantial setbacks to reduce marginal friction on adjacent major thoroughfares. Commercial uses in this District will serve the needs of residential neighborhoods for auto-dependent commercial facilities; and serve the needs of highway-oriented tourist business."

CAMA Land Use Plan Classification: *Conservation*

- Proposed Zoning is not consistent with CAMA Land Use Plan.
- Associated Land Use Plan Amendment (LUM-766):
Request to amend Tax Parcels 0570007203 from Conservation to Commercial.

Applicable CAMA Land Use Policies:

- **P.16** states that Brunswick County strongly supports commercial nodes, including town or village centers, and the prohibition of strip commercialization.
- **P.17** states that Brunswick County encourages/supports commercial development (nodes) at the intersections of major roads consistent with the County's future land use map.

STAFF RECOMMENDATION SUMMARY

Based on the information provided, size of the rezoning, surrounding area, current land uses, general planning principles and practices, and the Brunswick County CAMA CORE Land Use Plan policies, Planning Staff recommends **DENIAL** of the rezoning request to CLD (Commercial Low Density) for Tax Parcel 0570007203.

The following is the basis of the recommendation:

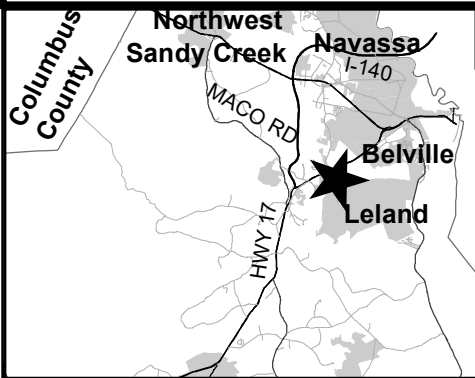
- The rezoning request is not consistent with the Brunswick County CAMA CORE Land Use Plan:
 - The rezoning request is not consistent with the Brunswick County CAMA CORE Land Use Plan Map which denotes the site as *Conservation*.
 - The rezoning request is not consistent with Brunswick County CAMA CORE Land Use Plan Policies:
 - **P.16** states that Brunswick County strongly supports commercial nodes, including town or village centers, and the prohibition of strip commercialization.
 - **P.17** states that Brunswick County encourages/supports commercial development (nodes) at the intersections of major roads consistent with the County's future land use map.

STAFF RECOMMENDATION SUMMARY (*CONTINUED*)

- This rezoning request consists of only one small parcel that encompasses 1.15 acres and is not located at a commercial node or at a major intersection or currently being used for commercial uses.
- The potential for this rezoning to be being classified as spot zoning is high due to small size of the parcel, the number of parcels and owners involved, not being located at an intersection, surrounding land uses, existing land uses, and not being consistent with the Brunswick County CAMA CORE Land Use Plan.
- The entire rezoning site scores 5 – 6 (out of 10) on the Biodiversity & Wildlife Habitat Assessment Score. This high score is reflective of existing wetlands on the site classified as substantial, the existing Flood Hazard Area as well as being located along Clay Mill Branch (A.K.A. Middle Mill Branch, Thornton's Branch).

Rezoning Case Z-766

RR to CLD



CO=COUNTY JURISDICTION

CO-RR

CO-CLD

SR 1414

GOODMAN RD NE

OCEAN HWY E

HEWETT-BURTON RD
SR 1416

US HWY 17

SR 1619 HAZELS BRANCH RD SE

CO-CLD

Area Proposed
for Rezoning
Parcel #0570007203

Tax Parcel 05700087
Rezoning Z-298

MORGAN CREEK

CO-RR



0570006702

0570007303

0570007201

05700072

05700071

05700071

05700071

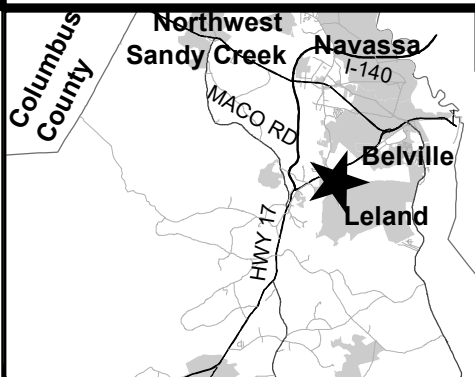
05700071

0570007102

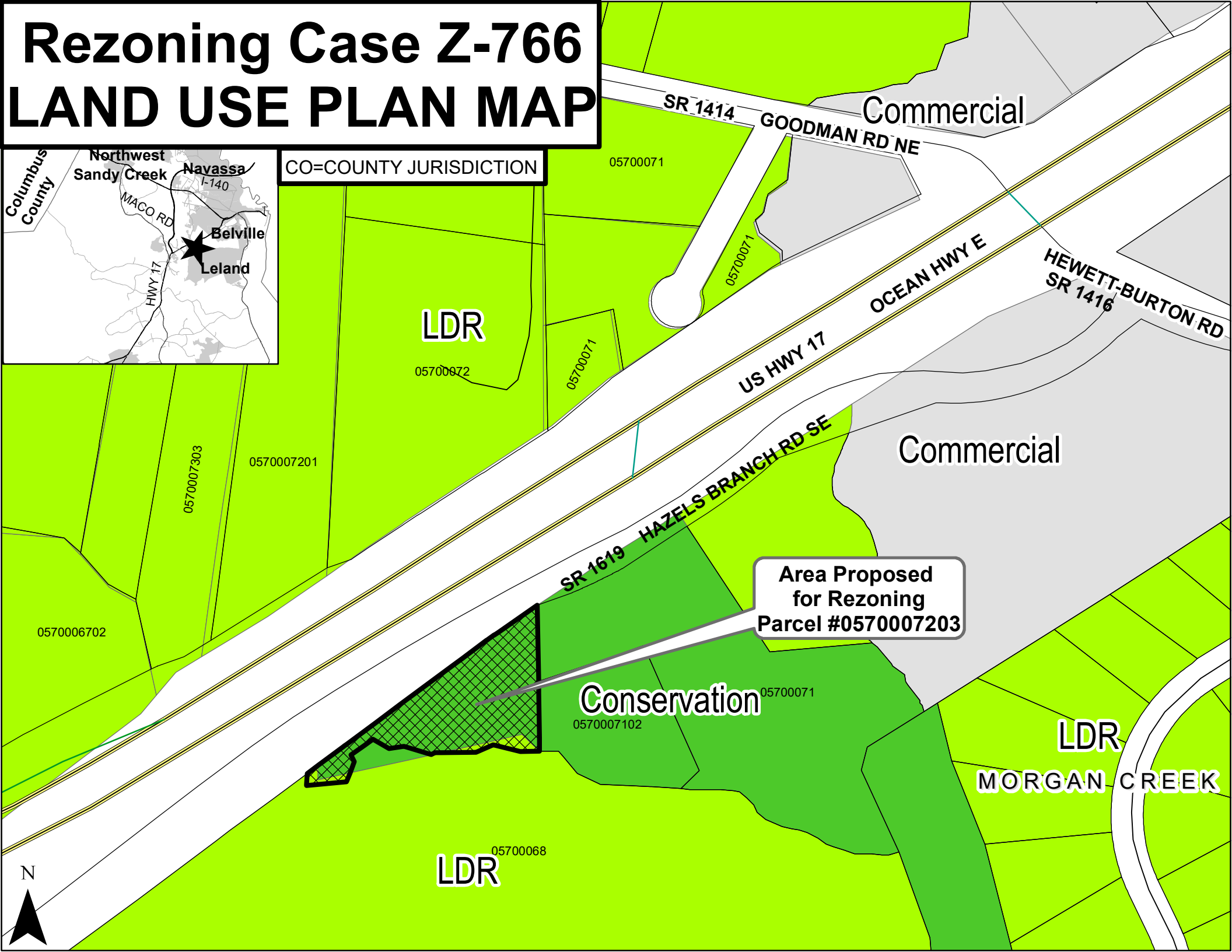
05700068

Rezoning Case Z-766

LAND USE PLAN MAP



CO=COUNTY JURISDICTION



Pictures Z-766



Public Notice



View of Site



View of Hazels Branch Rd facing West



View of Hazels Branch Rd facing East

CONSISTENCY STATEMENT

FOR BRUNSWICK COUNTY BOARD OF COMMISSIONERS



ZONING AMENDMENT DESCRIPTION: Z-766 (RR to C-LD)

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 Board of Commissioners further finds that the proposed zoning amendment *is reasonable and in the public interest* for the following reasons: _____

PLANNING BOARD RECOMMENDATION: _____

☐ **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: _____

PLANNING BOARD RECOMMENDATION: It appears to be spot zoning and the property is not adjacent to a major intersection or any intersection being utilized for commercial purposes.

☐ **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.

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. Rezoning 7-765 – Andrew and Olga Voralik

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:

The proposed zoning amendment is consistent with the Comprehensive Plan (CAMA Land Use Plan) as it will remain low density residential.

- The Planning Board further finds that the proposed zoning amendment is reasonable and in the public interest for the following reasons:

The proposed amendment will be consistent with nearby surrounding properties.

C. Rezoning Z-766 – Marva S. Moss and Edna S. Bryant

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.

Land Use Plan Amendment LUM – 766:

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.

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.

- 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.

MINUTES
PLANNING BOARD
BRUNSWICK COUNTY, NC

6:00 P.M. Tuesday
November 13, 2018

Second Floor Training Room
David R. Sandifer Administration Bldg.
County Government Center
Old U.S 17 East

MEMBERS PRESENT

Eric Dunham, Chair
Joy Easley, Vice Chair
Richard Leary
Alvin Nobles
Troy Price
Tom Simmons

MEMBERS ABSENT

William Bittenbender
Ron Medlin

STAFF PRESENT

Kirstie Dixon, Director
Helen Bunch, Zoning Administrator
Brandon Hackney, Project Planner
Connie Marlowe, Admin. Asst. II
Marc Pages, Senior Planner
Bryan Batton, Asst. County Attorney

OTHERS PRESENT

Marva Moss
Julia Sealey
Deanna Lewis
John Hankins
Jeremy Timco

Karen Gaughan
Thomas Scheetz
Heather Burkert
Lewis Dozier
Tim Moon

I. CALL TO ORDER.

The Chair called the meeting to order at 6:01 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.

III. ROLL CALL.

Mr. Ron Medlin and Mr. William Bittenbender were absent.

IV. AGENDA AMENDMENTS.

Ms. Dixon stated that D.R. Horton requested that Hawkeswater Planned Development Revision (PD-20) be withdrawn for consideration.

V. PUBLIC COMMENT.

There were none.

VI. OLD BUSINESS.

A. Rezoning Z-766 – Marva S. Moss and Edna S. Bryant (Tabled 09-Jul-18)

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) Tax 0570007203.

Land Use Plan Map Amendment LUM-766:

Request to amend Tax Parcel 0570007203 located off Hazels Branch Road SE (SR 1619) from LDR (Low Density Residential) to Commercial.

Mr. Dunham said this matter was tabled at the 09-Jul-18 Planning Board meeting because it appeared to be spot zoning. At that time, the Board suggested that the applicant contact adjoining property owners about including other parcels in the rezoning request.

Mr. Leary made a motion to open the Public Hearing and the motion was unanimously carried.

Ms. Marva Moss addressed the Board. Ms. Moss said she spoke with adjacent property owners and they were not interested in including their property with the requested zoning change. Ms. Moss said there were previous discussions of developing Tax Parcel 05700068 for commercial purposes, but the project never happened. She further stated that there are other commercial uses nearby and there is a potential for other commercial projects in the area. She said the subject property is small, but it can be used for commercial purposes if the rezoning is granted. Ms. Moss expressed concern with how the flooding from Hurricane Florence impacted the property with regards to the tax value assessment?

Ms. Karen Gaughan addressed the Board. Ms. Gaughan said she lived in Stoney Creek and her home was flooded during Hurricane Florence. She stated that she and her husband are concerned

with the potential of flooding as result of excessive development in the area. Ms. Gaughan said she and her husband asked the Town of Leland (Town) to work with US Army Corps of Engineers (Corps of Engineers) to conduct a study on why this area flooded during Hurricane Florence. She reiterated her concern for excessive development that may put the current residents at risk for flooding. Mr. Dunham asked Ms. Gaughan if the Corps of Engineers has responded to their inquiry? She said the Corps of Engineers has to have a fund sharing partnership with the Town and the Town has agreed to do so. She further stated that the Town and the Corps of Engineers are in the beginning phase.

Ms. Moss readdressed the Board. She stated that they are not trying to build on the property in question. Ms. Moss reiterated that there is a limited area they can develop on the 1.15 acres tract. Mr. Dunham asked Ms. Moss if there are wetlands on the subject property? Ms. Moss said the Corps of Engineers has not delineated any wetlands on the property. Mr. Dunham said rezoning the subject property appears to be spot zoning as previously discussed at the 09-Jul-18 meeting,

With no further comments, Mr. Price made a motion to close the Public Hearing and the motion was unanimously carried.

Mr. Pages said staff recommends denial from RR (Rural Low Density Residential) to C-LD (Commercial Low Density) for Tax Parcel 0570007203 as previously stated in the Staff Report (attached).

Mr. Leary made a motion to recommend to the Board of Commissioners to deny Tax Parcel 0570007203 to C-LD (Commercial Low Density) 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

☒ **DENIAL – INCONSISTENT WITH COMPREHENSIVE PLAN**

- The Planning Board finds that the proposed zoning amendment is not consistent with the CAMA Land Use Plan (Comprehensive Plan) and is not in the public interest for the following reasons:

It appears to be spot zoning and the property is not adjacent to a major intersection or any intersection being utilized for commercial purposes.

VII. PUBLIC HEARINGS.

A. Major Subdivision Plan Approval – SS-267

Name: Vineyard Grove Major Subdivision
Applicant: Leland School Road, LLC
Tax Parcel: 029AB023
Location: Leland School Road NE (SR 1441)
Description: Vineyard Grove is a proposed major subdivision consisting of 31 single-family lots on a gross site of 6.45 acres creating an overall density of 4.74 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 planned development application and kept on file by the Brunswick County Planning Department; and
- That the development of the parcel(s) shall comply with all regulations as specified in the Brunswick County Unified Development Ordinance.

Ms. Simmons asked the distance from the entrance to Leland Elementary School? Mr. Batton said this site is where the old elementary school use to be located, which is now the ballpark.

Ms. Easley made a motion to open the Public Hearing and the motion was unanimously carried.

Mr. Thomas Scheetz, Norris and Tunstall Consulting Engineers, addressed the Board on behalf of the applicant. He stated that there will be a walking trail around the stormwater pond and a 10' pedestrian easement between Lots 13 and 14 to Port City Community Church property (Tax Parcel 02900001).

Ms. Julia Sealey, owner of Tax Parcels 029AB021 and 029AB022), addressed the Board. She felt that a study should be done on Leland School Road NE (SR 1441) because it is used as a shortcut from Mt. Misery Road NE (SR 1426) to Village Road NE (SR 1472) and vehicles are travelling at high speeds. Mr. Dunham asked staff if there was a representative from the North Carolina Department of Transportation (NCDOT) at the Technical Review Committee (TRC) meeting? Mr. Pages said NCDOT is requiring a driveway permit, but a traffic impact study is not required by NCDOT. Ms. Sealey felt that the proposed development will be adding a lot of homes to the area. Ms. Sealey was also concerned with a ditch near her property that is cluttered with debris. Mr. Pages said any ditches in the NCDOT right-of-way with debris should be cleared by NCDOT. Ms. Sealey said there is a ditch between her house and the property to be developed. Mr. Scheetz said that particular ditch will be cleared of debris and maintained by his client.

Ms. Deanna Lewis, owner of Tax Parcel 029AA009, addressed the Board. Ms. Lewis asked where the entrance will be to the development? Mr. Scheetz identified the entrance to the site on a visual map. Ms. Lewis said the proposed entrance will be in front of her property. She asked if there will be a traffic light installed to alleviate the additional traffic that will be generated from this development? Mr. Dunham replied, no. He reiterated that NCDOT is only requiring a driveway permit be obtained for this project. Ms. Lewis reiterated that several people use Leland School Road NE (SR 1441) as a shortcut between Mt. Misery Road NE (SR 1426) and Village Road NE (SR 1472). She asked if the speed limit could be reduced and Mr. Dunham said NCDOT would make that determination. Mr. Pages reiterated that an NCDOT Driveway Permit will be required, but a traffic impact study is not required for this particular project. Ms. Lewis was concerned with whether NCDOT is aware of the number of vehicles that travel Leland School Road NE (SR 1441) on a daily basis. Mr. Pages said NCDOT do annual traffic counts and those numbers can be obtained from NCDOT. Subsequently, Leland School Road NE (SR 1441) is not above the threshold to require a traffic impact study.

Mr. Scheetz readdressed the Board. He stated that his client is willing to install a 10' buffer on the northern and southern boundary of the property and the ditch near Ms. Sealey's property will

be cleared of debris and maintained to ensure the stormwater pond functions properly on the subject property. Mr. Scheetz reiterated that they will be applying for the NCDOT Driveway Permit.

With no further comments, Mr. Leary made a motion to close the Public Hearing and the motion was unanimously carried.

Ms. Easley made a motion to approve Vineyard Grove Major Subdivision with the noted conditions including a 10' buffer on the northern and southern boundary of the property and the motion was unanimously approved.

B. Rezoning Z-775 – Jeremy Timco

Request to rezone approximately 16.57 acres located off Holden Beach Road SW (NC 130) near Holden Beach from C-LD (Commercial Low Density) and R-6000 (High Density Residential) to C-LD (Commercial Low Density) for Tax Parcels 232HC00802, 232HC00803, and 232HC00801.

Land Use Plan Map Amendment LUM-775:

Request to amend Tax Parcels 232HC00802 and 232HC00803 located off Holden Beach Road SW (NC 130) near Holden Beach from LDR (Low Density Residential) and MDR (Medium Density Residential) to Commercial.

Mr. Pages addressed the Board. He read the Staff Report (attached). He identified the subject property and surrounding properties on a visual map.

Mr. Pages said staff recommends approval from C-LD (Commercial Low Density) and R-6000 (High Density Residential) to C-LD (Commercial Low Density) for Tax Parcels 232HC00802, 232HC00803 and 232HC00801 in conjunction with an amendment to the Official Brunswick County CAMA Land Use Plan Map to Commercial for Tax Parcel 232HC00802, 232HC00803 and 232HC00801.

Mr. Dunham asked staff if Tax Parcel 232HC007 should be included in the CAMA Land Use Plan amendment? Mr. Pages said Tax Parcel 232HC007 is currently classified as commercial in the CAMA Land Use Plan Map, but it is split zoned R-6000 and C-LD. Ms. Dixon said staff has elected not to add parcels without the homeowner's consent because it could potentially become controversial.

Ms. Easley made a motion to open the Public Hearing and the motion was unanimously carried.

Ms. Heather Burkert addressed the Board on behalf of the applicant. Ms. Burkert said the zoning change will be consistent with the surrounding area as well as eliminate the existing split-zoning of the parcel.

With no further comments, Mr. Leary made a motion to close the Public Hearing.

Mr. Price made a motion to recommend to the Board of Commissioners to approve from C-LD (Commercial Low Density) and R-6000 (High Density Residential) to C-LD (Commercial Low Density) Tax Parcels 232HC00802, 232HC00803 and 232HC00801 in conjunction with an amendment to the Official Brunswick County CAMA Land Use Plan Map from LDR (Low Density Residential) and MDR (Medium Density Residential) to Commercial for Tax Parcels

232HC00802, 232HC00803 and 232HC00801 located off Holden Beach Road SW (NC 130) 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 not consistent with the CAMA Land Use Plan (Comprehensive Plan) for the following reasons:

The proposed zoning amendment is not consistent with the Comprehensive Plan (CAMA Land Use Plan). However, a CAMA Land Use Plan Map amendment has been requested and the property is split-zoned.

- The Planning Board 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:

The area is in transition and the change will encourage a town and village center rather than commercial strip development.

- The Planning Board further finds that the proposed zoning amendment is reasonable and in the public interest for the following reasons:

The change will encourage a town and village center rather than commercial strip development.

D. Rezoning Z-776 – Tim Moon

Request to rezone approximately 0.19 acres located at 7040 Allred Street SW near Ocean Isle Beach from R-6000 (High Density Residential) to C-LD (Commercial Low Density) for Tax Parcel 243PI025.

Mr. Hackney addressed the Board. He read the Staff Report (attached). He identified the subject property and surrounding properties on a visual map.

Ms. Easley asked to be excused from the matter citing a potential conflict of interest. Mr. Price made a motion to recuse Ms. Easley and the motion was unanimously carried.

Mr. Dunham asked about access to the property. Mr. Pages stated that there is access from the marina to Allred Street SW and the subject property via a swing gate.

Mr. Hackney said staff recommends approval from R-6000 (High Density Residential) to C-LD (Commercial Low Density) for Tax Parcel 243PI025.

Mr. Price made a motion to open the Public Hearing and the motion was unanimously carried.

Mr. Tim Moon addressed the Board. Mr. Moon said the subject property will be used for overflow parking from the marina and the existing home on the site will be demolished. He further stated that he may build a home on the property in question in the future.

Mr. Nobles asked if access to the subject project will be off Allred Street SW? Mr. Moon replied, yes. Mr. Moon said the marina is accessed off Somerset Road SW (SR 1161), but the subject property is a stand-alone parcel off Allred Street SW. He further stated that traffic will come through the marina and drive to the overflow parking area, if needed. He reiterated that he may build a house on the property in the future, but it will have access off Allred Street SW.

With no further comments, Mr. Leary made a motion to close the Public Hearing.

Mr. Price made a motion to recommend to the Board of Commissioners to approve from R-6000 (High Density Residential) to C-LD (Commercial Low Density) Tax Parcel 243PI025 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:

The proposed zoning amendment is consistent with the Comprehensive Plan (CAMA Land Use Plan) as the area is currently zoned for commercial use.

- The Planning Board further finds that the proposed zoning amendment is reasonable and in the public interest for the following reasons:

The area is currently classified as mixed use and there was no opposition from the public.

Mr. Dunham made a motion for Ms. Easley to rejoin the Board and the motion was unanimously carried.

- E. Proposed Revisions to the Campground and RV Resort standards in Article 5, Section 5.3.8 of the Brunswick County Unified Development Ordinance.

Mr. Pages addressed the Board. He stated that the proposed amendments will provide more flexibility for Campgrounds and RV Resorts as result of feedback from existing Campground owners and potential Campground and RV Resort owners. Mr. Pages discussed the proposed amendments (attached).

Mr. Leary asked if the industry wants to create smaller campsites and Mr. Pages concurred. Ms. Dixon added that staff wants to ensure Outdoor RV Resorts requirements are doable and the industry feels that the current requirements do not work. Ms. Dixon added that 1 R

Mr. Dunham asked staff who is responsible for ensuring the surface has a minimum of six inches of compacted stone? Mr. Pages said the Engineering Department will verify such.

Mr. Leary made a motion to open the Public Hearing and the motion was unanimously carried.

Mr. Jeremy Timco addressed the Board. He asked if yurts will be allowed in a campground? Mr. Pages said the lot width may prohibit such because yurts may not be able to fit, depending on their size.

With no further comments, Mr. Leary made a motion to close the Public Hearing and the motion was unanimously carried.

Mr. Price made a motion to recommend to the Board of Commissioners to approve the text amendments for Campgrounds and RV Resorts and the motion was unanimously carried.

☒ **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:

There is no impact to the Comprehensive Plan (CAMA Land Use Plan).

- The Planning Board further finds that the proposed zoning amendment is reasonable and in the public interest for the following reasons:

The proposed text amendment comports with industry standards.

VIII. OTHER BUSINESS.

- Planning Board Cases Update

Ms. Dixon addressed the Board. She stated that all Zoning Cases from 22-Oct-18 (excluding Z-770CZ that was postponed by the applicant until February 2019) and tonight's meeting will be considered at the Board of Commissioners 17-Dec-18 meeting.

IX. ADJOURNMENT.

With no further business, Mr. Price made a motion to adjourn and the motion was unanimously carried.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # VII. - 3.

From: Planning - Z-773 (Kirstie Dixon, Planning Director)
Kirstie Dixon, Planning Director

Issue/Action Requested:

Request that, after the Public Hearing, the Board of Commissioners hold First and Second Readings and consider amending the Official Unified Development Ordinance Zoning Map from RR (Rural Low Density Residential) to IG (Industrial General) with an associated CAMA Land Use Plan Map from Conservation to Industrial.

Background/Purpose of Request:

This rezoning proposes to rezone a portion of Tax Parcel 16400029 located off Whiteville Road NW (NC 130) from RR (Rural Low Density Residential) to IG (Industrial General) to allow industrial uses. This rezoning totals approximately 8.97 acres.

An amendment to the Official Brunswick County CAMA Land Use Plan Map is proposed from Conservation to Industrial for a portion of Tax Parcel 16400029. This proposed land use plan amendment totals approximately 8.97 acres.

There was no opposition at the Planning Board's 10-Dec-18 meeting.

Fiscal Impact:

Not Applicable

Approved By County Attorney:

Yes

Advisory Board Recommendation:

At their meeting on 10-Dec-18, the Planning Board voted unanimously to recommend approval as presented.

Members Present: Eric Dunham, Joy Easley, Richard Leary, Ron Medlin, Alvin Nobles, Troy Price, and William Bittenbender

Members Absent: Tom Simmons

County Manager's Recommendation:

Recommend that, after the Public Hearing, the Board of Commissioners hold First and Second Readings and consider amending the Official Unified Development Ordinance Zoning Map from RR (Rural Low Density Residential) to IG (Industrial General) with an associated CAMA Land Use Plan Map from Conservation to Industrial.

ATTACHMENTS:

Description

▣ Application

- ▣ Staff Report
- ▣ Zoning Map
- ▣ Land Use Plan Map
- ▣ Photos
- ▣ Board of Commissioners Consistency Statement
- ▣ Minutes



REZONING APPLICATION

For Office Use Only

Planning Project #: _____

Rezoning Case Z- 773

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): Tim Butler

Mailing Address: P.O. Box 3138
N. Myrtle Beach SC
29582

Phone: 336-906-6535

Email: timbutler01@gmail.com

PROPERTY OWNER INFORMATION (If different from above)

Owner Name(s): Ernie Youns William Thomas
C. Wayne Hill
Joseph Tock

Mailing Address: Box 3325
N. Myrtle Beach SC 29582

Phone: 843-332-6149

Email: younts1950@gmail.com

PROPERTY INFORMATION

Property Address and/or Description of Location: Portion of 16400029
 Hwy 130, just north of Industrial Pk. Shell

Parcel Tax ID #(s):

Total Site Acreage:

+/- 8

Current Zoning District(s): RR

Proposed Zoning District(s): ~~RR~~ IG

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 is consistent with the character of the area and would match surrounding zoning.

LAND USE COMPATIBILITY

Future Land Use Map Classification: **HI**

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:

Shallotte Industrial Park adjoins the property, rezoning would allow consistency in the area.

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: [Signature]

Date: 07/31/2018

Owner Signature: [Signature]

Date: 7.29.18

Owner Signature: [Signature]

Date: 7.29.18

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: 7/31/18

RECEIPT #: _____

☐ <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-773

December 10, 2018



APPLICATION SUMMARY

The applicant requests to rezone a portion of Tax Parcel 16400029 from RR (Rural Residential) to IG (Industrial General). 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

Whiteville Road NW (NC 130)

Tax Parcel

A portion of 16400029

Current Zoning

RR

Proposed Zoning

IG

Surrounding Zoning

RR, SH-HI (Shallotte Jurisdiction)

Current Use

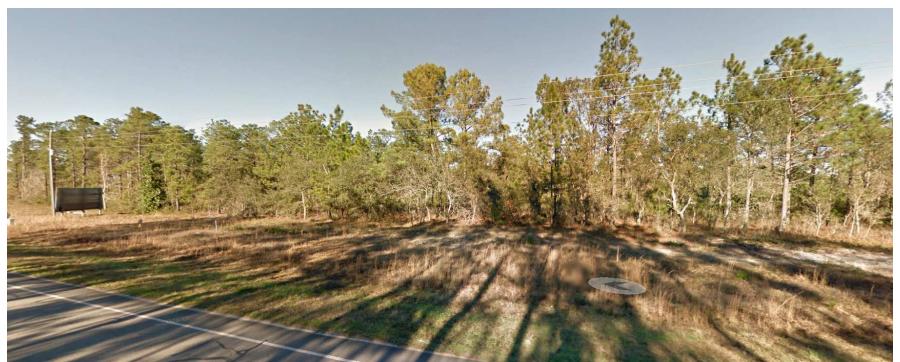
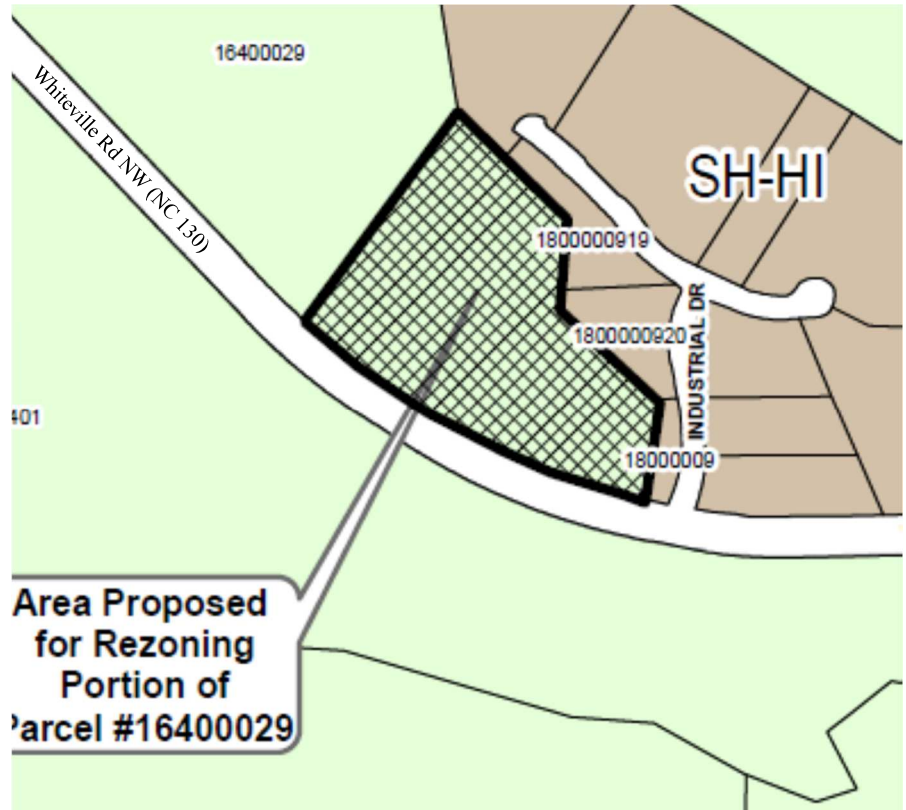
Vacant

Surrounding Land Uses

Industrial and Vacant Lands

Size

8.97 acres



SITE CONSIDERATIONS

Zoning History: No known changes in zoning have occurred in the vicinity since the introduction of Zoning in Brunswick County in 1994.

Buffers: If rezoned to IG, all uses will require a 0.8 (vacant) or 1.0 (developed) opacity buffer to RR areas.

Traffic: The average annual daily traffic count for this section of Whiteville Road NW (NC 130) is 5,200 vehicle trips per day.

Utilities: Water is available from Brunswick County along Whiteville Road NW. Sewer is not available in the vicinity. It is the developer's responsibility to connect to the water system.

Schools: There are no vicinity school capacity deficiencies at this time.

CIP Projects in Area: West Brunswick Classroom Addition (FY 2019).

NCDOT Road Improvements in Area: Carolina Bays Parkway – Design and Environmental Study in Progress.

Environmental Impacts: Biodiversity & Wildlife Habitat Assessment Score: Small portions of rezoning site scores 7 out of 10 due to wetlands classified as substantial.

ANALYSIS

"The I-G District is intended to provide locations for enterprises engaged in a broad range of manufacturing, processing, creating, repairing, renovating, painting, cleaning, or assembly of goods, merchandise or equipment. Lands in this District are to be located on or near Major Thoroughfares as identified in the Major Thoroughfare Plan or Cooperative Transportation Plan; to rail service; and to in-place infrastructure such as water, sewer, and/or natural gas."

CAMA Land Use Plan Classification: *Conservation*

- Proposed Zoning is not consistent with CAMA Land Use Plan.
- Associated Land Use Plan Amendment (LUM-773):
Request to a portion of Tax Parcels 16400029 from Conservation to Industrial.

Applicable CAMA Land Use Policies:

- P.21 States that Brunswick County will encourage/support the development of clean industries in locations where services can be provided, environmental impacts can be mitigated, surrounding land uses are compatible, and transportation systems can support the development.
- P.49 States that Brunswick County and its participating municipalities support directing more intensive land uses to areas that have existing or planned infrastructure.
- P.111 States that Brunswick County will expand employment opportunities in all areas of the County.
- P.112 States that Brunswick County will encourage industrial and commercial development in areas with existing infrastructure that does not infringe on existing medium density residential areas.

STAFF RECOMMENDATION SUMMARY

Staff recommends **APPROVAL TO IG IN CONJUNCTION WITH A LAND USE PLAN AMENDMENT TO INDUSTRIAL FOR A PORTION OF TAX PARCEL 16400029 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-773

RR to IG



CO=COUNTY JURISDICTION
SH=SHALLOTTE JURISDICTION

CO-RR

CO-RR

16400029

1800000905

SH-HI

1800000919

1800000920

18000009

INDUSTRIAL DR

1800000401

SH-LI

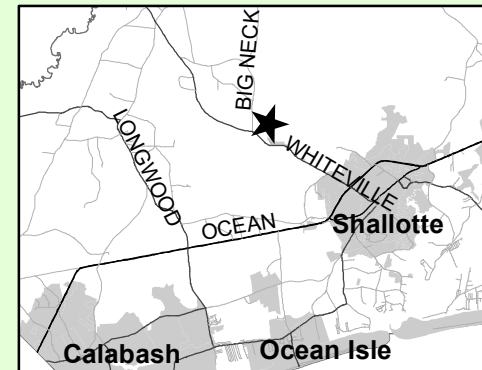
WHITEVILLE RD

NC 130

To Shallotte

Area Proposed
for Rezoning
Portion of
Parcel #16400029

CO-RR



Rezoning Case Z-773

Future Land Use



CO=COUNTY JURISDICTION
SH=SHALLOTTE JURISDICTION

CONSERVATION

LDR

1800000401

16400029

1800000905

1800000919

1800000920

18000009

INDUSTRIAL DR

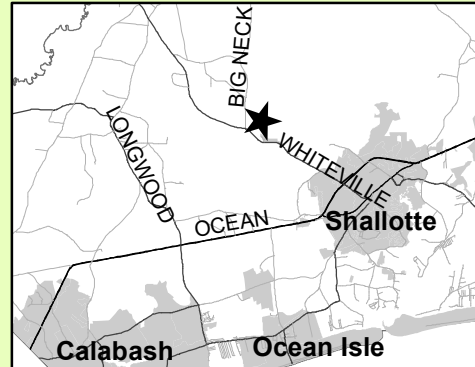
WHITEVILLE RD

NC 130

To Shallotte

Area Proposed
for Rezoning
Portion of
Parcel #16400029

LDR



Site Images



Public Notification



View of Rezoning Site

Site Images



View of Property
Facing West



View of Property
Facing East

Site Images



View of Property Across
Whiteville Road (NC 130)

CONSISTENCY STATEMENT

FOR BRUNSWICK COUNTY BOARD OF COMMISSIONERS



ZONING AMENDMENT DESCRIPTION: Z-773 (RR to IG)

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 Board of Commissioners further finds that the proposed zoning amendment *is reasonable and in the public interest* for the following reasons: _____

PLANNING BOARD RECOMMENDATION: _____

☒ **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: _____

PLANNING BOARD RECOMMENDATION: The proposed zoning amendment is not consistent with the Comprehensive Plan (CAMA Land Use Plan). The proposed zoning amendment is currently zoned RR (Rural Low Density) and classified as Conservation in the CAMA Land Use Plan. However, a CAMA Land Use Plan Map amendment has been requested.

- 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 proposed portion of the parcel to be rezoned is adjacent to similar zoning (Heavy Industrial) in the Town of Shallotte's jurisdiction.

- 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: The proposed zoning amendment is adjacent to a major thoroughfare with existing infrastructure for industrial development.

☐ **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: _____

PLANNING BOARD RECOMMENDATION: _____

☐ **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. Tuesday
December 10, 2018**

**Second Floor Training Room
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
Alvin Nobles
Troy Price
William Bittenbender

MEMBERS ABSENT

Tom Simmons

STAFF PRESENT

Kirstie Dixon, Director
Connie Marlowe, Admin. Asst. II
Brandon Hackney, Project Planner
Marc Pages, Senior Planner
Bryan Batton, Asst. County Attorney

OTHERS PRESENT

Tim Butler
Brad Sedgwick
Brenda Albright
David Lurix

Owen Metts
John Hankins
Sean Lennon

I. CALL TO ORDER.

The Chair called the meeting to order at 6:01 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.

III. ROLL CALL.

Mr. Tom Simmons was absent.

IV. CONSIDERATION OF MINUTES OF THE 22-OCT-18 AND 13-NOV-18 MEETINGS.

Mr. Bittenbender made a motion to approve the 22-Oct-18 and 13-Nov-18 minutes as written and the motion was unanimously carried.

V. AGENDA AMENDMENTS.

There were none.

VI. PUBLIC COMMENT.

There were none.

VII. PUBLIC HEARINGS.

A. Rezoning Z-773 – Tim Butler

Request to rezone approximately 8.97 acres located off Whiteville Road NW (NC 130) near Shallotte from RR (Rural Low Density Residential) to IG (Industrial General) for a portion of Tax 16400029.

Land Use Plan Map Amendment LUM-773:

Request to amend a portion of Tax Parcel 16400029 located off Whiteville Road NW (NC 130) from Conservation to Industrial.

Mr. Hackney addressed the Board. He read the Staff Report (attached). He identified the subject property and surrounding properties on a visual map.

Mr. Hackney said staff recommends approval from RR (Rural Low Density Residential) to IG (Industrial General) for a portion of Tax Parcel 16400029 in conjunction with an amendment to the Official Brunswick County CAMA Land Use Plan Map to Industrial for a portion of Tax Parcel 16400029.

Mr. Dunham clarified that the zoning change will be adjacent to the applicant's and/or the Town of Shallotte's zoning, which is currently heavy industrial. Ms. Easley asked staff if the hatched area of the subject property will be subdivided with a different tax parcel number and staff concurred. Ms. Dixon said the subdivision of the current parcel is not a condition of the zoning change, but the applicant submitted a survey map indicating the subdivided portion for consideration to be rezoned.

Mr. Leary made a motion to open the Public Hearing and the motion was unanimously carried.

Mr. Tim Butler, applicant, made himself available for questions and there were no questions from the Board.

With no further comments, Mr. Leary made a motion to close the Public Hearing and the motion was unanimously carried.

Mr. Price made a motion to recommend to the Board of Commissioners to approve a portion of Tax Parcel 16400029 to IG (Industrial General) in conjunction with an amendment to the Official Brunswick County CAMA Land Use Plan Map to Industrial for a portion of Tax Parcel 16400029 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 not consistent with the CAMA Land Use Plan (Comprehensive Plan) for the following reasons:

The proposed zoning amendment is not consistent with the Comprehensive Plan (CAMA Land Use Plan). The proposed zoning amendment is currently zoned RR (Rural Low Density Residential) and classified as Conservation in the CAMA Land Use Plan. However, a CAMA Land Use Plan Map amendment has been requested.

- The Planning Board 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:

The proposed portion of the parcel to be rezoned is adjacent to similar zoning (Heavy Industrial) in the Town of Shallotte's jurisdiction.

- The Planning Board further finds that the proposed zoning amendment is reasonable and in the public interest for the following reasons:

The proposed zoning amendment is adjacent to a major thoroughfare with existing infrastructure for industrial development.

B. Rezoning Z-774 – Owen Metts

Request to rezone approximately 19.27 acres located off Randolphville Road NE (SR 1402) near Bolivia from NC (Neighborhood Commercial) to C-LD (Commercial Low Density) for Tax Parcels 139AA007, 139AA025, 139AA027, 139AA030, 139AA031, 139AA008, 139AA019, 139AA020, 139AA011, 139AA001, 139AA029, 139AA032, 139AA004, 139AA016, 139AA002, 139AA015, 139AA003, 139AA017, 139AA022, 139AA02201, 139AA02202, 139AA018, 139AA021, 139AA005, 139AA026, 193AA02601, 139AA013, 139AA010, 139AA009, 139AA006, 139AA028, 139AA012, 139AA023, and 139AA014.

Mr. Pages addressed the Board. He read the Staff Report (attached). He identified the subject property and surrounding properties on a visual map.

Mr. Pages said staff recommends approval from NC (Neighborhood Commercial) to C-LD (Commercial Low Density) for Tax Parcels 139AA007, 139AA025, 139AA027, 139AA030, 139AA031, 139AA008, 139AA019, 139AA020, 139AA011, 139AA001, 139AA029, 139AA032, 139AA004, 139AA016, 139AA002, 139AA015, 139AA003, 139AA017, 139AA022, 139AA02201, 139AA02202, 139AA018, 139AA021, 139AA005, 139AA026, 193AA02601, 139AA013, 139AA010, 139AA009, 139AA006, 139AA028, 139AA012, 139AA023, and 139AA014.

Ms. Dixon stated that an administrative adjustment was allowed for Tax Parcel 139AA004 to ensure the minimum setbacks could be met to accommodate a single family dwelling in the current zoning district.

Mr. Dunham asked staff about the property being zoned commercial for a residential development. Mr. Pages stated that single family dwellings are permitted in the NC and C-LD zoning districts. He further stated that the minimum setbacks are larger in the NC zoning district (25' front and rear yards) than the C-LD zoning district (25' front yard and 6' rear yard). Mr. Dunham expressed concern about the property being developed for residential purposes in a commercial zoning district. Ms. Easley interjected that there are other residential dwellings in the area that are not part of this subdivision that are currently zoned commercial.

Ms. Easley made a motion to open the Public Hearing and the motion was unanimously carried.

Mr. Owen Metts addressed the Board. Mr. Metts made himself available for questions. Mr. Dunham asked why the zoning change is being requested? Mr. Metts said the zoning change was requested to ensure minimum setbacks for a residential dwelling can be met as they are less in the C-LD zoning district than the current zoning designation.

With no further comments, Mr. Leary made a motion to close the Public Hearing.

Mr. Bittenbender made a motion to recommend to the Board of Commissioners to approve from NC (Neighborhood Commercial) to C-LD (Commercial Low Density) Tax Parcels 139AA007, 139AA025, 139AA027, 139AA030, 139AA031, 139AA008, 139AA019, 139AA020, 139AA011, 139AA001, 139AA029, 139AA032, 139AA004, 139AA016, 139AA002, 139AA015, 139AA003, 139AA017, 139AA022, 139AA02201, 139AA02202, 139AA018, 139AA021, 139AA005, 139AA026, 193AA02601, 139AA013, 139AA010, 139AA009, 139AA006, 139AA028, 139AA012, 139AA023, and 139AA014 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:

The proposed zoning amendment is consistent with the Comprehensive Plan (CAMA Land Use Plan) as it is within a commercial node.

- The Planning Board further finds that the proposed zoning amendment is reasonable and in the public interest for the following reasons:

The zoning change is consistent with nearby zoning and all lot owners in the subdivision are in favor of the zoning change.

C. Planned Development Approval – PD-21

Name: Autumn Trail Planned Development
Applicant: JBS Consulting
Tax Parcel: 1680011002, 16800112 and 1680011201
Location: Southport-Supply Road SE (NC 211)
Description: Autumn Trail is a proposed planned development consisting of 74 townhome units on a gross site of 24.39 acres creating an overall density of 3.03 units per acre.

Mr. Pages addressed the Board. He read the Staff Report (attached). He stated that the developer intends to place the 404 wetlands into a conservation easement, but he is not prepared to commit to doing so at this time. 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 planned development application and kept on file by the Brunswick County Planning Department; and
- That the development of the parcel(s) shall comply with all regulations as specified in the Brunswick County Unified Development Ordinance.

Ms. Easley made a motion to open the Public Hearing and the motion was unanimously carried.

Mr. Brad Sedgwick, JBS Consulting, addressed the Board on behalf of Atrium Homes. He made himself available for questions. Mr. Leary asked Mr. Sedgwick why the developer is not willing to commit to placing 404 wetlands in a conservation easement? Mr. Sedgwick said they are working with the Coastal Federation about placing the 404 wetlands in a conservation easement, but they have been busy due to Hurricane Florence and the actual details have not be worked out. He further stated that there is an open space area to the north of the retention pond and they are proposing a pedestrian access and picnic tables in that location for this community.

Ms. Brenda Albright, 620 Southport-Supply Road SE, addressed the Board. Ms. Albright asked if the proposed 6' opaque fence could be higher? Mr. Pages said the fence height could be increased to 8' with an administrative adjustment via a request from the developer. He further stated that the fence will be extended up to the stormwater pond(s). Mr. Pages clarified that fencing will not be in the open space area where the walking trail and picnic areas are proposed. Ms. Albright was concerned with trespassers on her property because her family hunts on their property. She was fearful of inadvertently causing harm to a trespasser while they are hunting on their property. Ms. Dixon suggested that signs be erected on Ms. Albright's property informing potential trespassers that hunting occurs on the property to ensure no harm comes to a person walking nearby.

Mr. Sean Lennon, 810 Old Lennon Road SE, addressed the Board. Mr. Lennon was also concerned with the proposed development interfering with him hunting on his property. He felt that a berm should be placed in the area where the walking trail and picnic areas are proposed rather than a 6' opaque fence because pedestrians will likely trespass on his property as well as

Ms. Albright's property. Mr. Pages said the developer would have to cross a wetland to erect fencing in that particular area. Mr. Lennon was not opposed to the developer erecting the proposed fence up to the wetlands. Mr. Lennon felt that "no trespassing" signs will not keep people off his property unless he catches the trespasser.

Mr. David Lurix, 703 Creekway Circle SE, addressed the Board. Mr. Lurix was concerned with the entrance to the subject property potentially creating a traffic congestion issue. Mr. Pages said the developer is required to obtain a North Carolina Department of Transportation (NCDOT) permit and NCDOT is requiring access to the project be directly across from RiverSea Plantation Planned Unit Development. He further stated that NCDOT may require some intersection road improvements such as a deceleration lane. Mr. Lurix asked if Southport-Supply Road SE (NC 211) will be widen in this area? Mr. Pages stated that there are plans to widen NC 211 in the future, but he was unsure of the exact location at this time. Mr. Lurix asked the number of stories of the townhomes and Mr. Sedgwick said 1 ½ stories. Mr. Lurix asked Mr. Sedgwick if there will be a gate at the front entrance of the proposed development? Mr. Sedgwick replied, no. Mr. Lurix asked if a traffic light will be installed and Mr. Pages said NCDOT will determine if a traffic light is necessary.

With no further comments, Mr. Price made a motion to close the Public Hearing and the motion was unanimously carried. Mr. Dunham asked staff how the subject property was zoned C-LD in the middle of RR zoning? Mr. Pages said the subject property was previously owned by a church and they wanted to build a retreat so the property was rezoned approximately 7 years ago to accommodate the intended use. Ms. Dixon added that townhomes are allowed in the current zoning district through administrative review and approval, but a planned development encourages exceptional design features and the developer is proposing such in this project.

Mr. Price made a motion to approve Autumn Trail Planned Development with the noted conditions and the motion was unanimously approved.

VIII. OTHER BUSINESS.

- Planning Board 2019 Schedule

Ms. Dixon addressed the Board. She stated that staff previously provided a copy of the 2019 Planning Board meeting schedule as well as the project deadline schedule to the Board to reserve the dates.

- Planning Board Cases Update

Ms. Dixon addressed the Board. She stated that there are several zoning cases and text amendments regarding Campgrounds and RV Resorts that will be presented at the Board of Commissioners' Monday 17-Dec-18 meeting for consideration.

IX. ADJOURNMENT.

With no further business, Ms. Easley made a motion to adjourn and the motion was unanimously carried.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # VII. - 4.

From: Planning - Z-774 (Kirstie Dixon, Planning Director)
Kirstie Dixon, Planning Director

Issue/Action Requested:

Request that, after the Public Hearing, the Board of Commissioners hold First and Second Readings and consider amending the Official Unified Development Ordinance Zoning Map from NC (Neighborhood Commercial) to C-LD (Commercial Low Density) (Z-18-774).

Background/Purpose of Request:

The proposed zoning from NC (Neighborhood Commercial) to C-LD (Commercial Low Density) would allow for light commercial use for Tax Parcels 139AA007, 139AA025, 139AA027, 139AA030, 139AA031, 139AA008, 139AA019, 139AA020, 139AA011, 139AA001, 139AA029, 139AA032, 139AA004, 139AA016, 139AA002, 139AA015, 139AA003, 139AA017, 139AA022, 139AA02201, 139AA02202, 139AA018, 139AA021, 139AA005, 139AA026, 139AA02601, 139AA013, 139AA010, 139AA009, 139AA006, 139AA028, 139AA012, 139AA023, and 139AA014 located off Randolphville Road NE (SR 1402). This rezoning totals approximately 19.27 acres.

There was no opposition to the zoning change at the Planning Board's 10-Dec-18 meeting.

Fiscal Impact:

Not Applicable

Approved By County Attorney:

Yes

Advisory Board Recommendation:

At their meeting on 10-Dec-18, the Planning Board voted unanimously to recommend approval of the rezoning as presented.

Members Present: Eric Dunham, Joy Easley, Richard Leary, Ron Medlin, Alvin Nobles, Troy Price, and William Bittenbender.

Members Absent: Tom Simmons

County Manager's Recommendation:

Recommend that, after the Public Hearing, the Board of Commissioners hold First and Second Readings and consider amending the Official Unified Development Ordinance Zoning Map from NC (Neighborhood Commercial) to C-LD (Commercial Low Density) (Z-18-774).

ATTACHMENTS:

Description

- ☐ Application
- ☐ Staff Report

- ▣ Zoning Map
- ▣ Land Use Plan Map
- ▣ Photos
- ▣ Board of Commissioners Consistency Statement
- ▣ Minutes



REZONING APPLICATION

RECEIVED
AUG 27 2018

For Office Use Only

Planning Project #: _____

Rezoning Case Z- 774

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): Owen E. Metts, Sr

Mailing Address: P. O. Box 628
Wilmington, NC 28402

Phone: 910-297-6997 Email: Ometts@yahoo.com

PROPERTY OWNER INFORMATION (If different from above)

Owner Name(s): O. A. O. A., LLC

Mailing Address: P.O. Box 628
Wilmington, NC 28402

Phone: 910-297-6997 Email: Ometts@yahoo.com

PROPERTY INFORMATION

Property Address and/or Description of Location:

Parcel Tax ID #(s):

Total Site Acreage:

Current Zoning District(s): Neighborhood Comm.

Proposed Zoning District(s): CLD

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:

The rezoning will match the surrounding zoning

LAND USE COMPATIBILITY

Future Land Use Map Classification:

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: *James E. Matthews*

Date: 8-27-2018

Owner Signature: *James E. Matthews*

Date: 8-27-2018

Owner Signature: _____

Date: _____

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: _____

RECEIPT #: _____

☐ <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

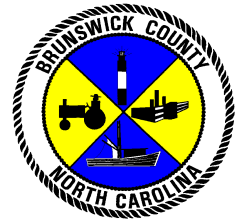
☐ Conditional Zoning

REZONING STAFF REPORT

Prepared by Marc Pages, Senior Planner

Rezoning Case#: Z-774

December 10, 2018



APPLICATION SUMMARY

The applicant requests to rezone Tax Parcels 139AA007, 139AA025, 139AA027, 139AA030, 139AA031, 139AA008, 139AA019, 139AA020, 139AA011, 139AA001, 139AA0029, 139AA032, 139AA004, 139AA016, 139AA002, 139AA015, 139AA003, 139AA017, 139AA022, 139AA02201, 139AA02202, 139AA018, 139AA021, 139AA005, 139AA026, 139AA02601, 139AA013, 139AA010, 139AA009, 139AA006, 139AA028, 139AA012, 139AA023, 139AA014 from NC (Neighborhood Commercial) to CLD (Commercial Low Density). This rezoning is comprised of the subdivision of Mary Frances Place (Recorded 1997). 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

Randolphville Road (SR 1402)

Tax Parcels

139AA007, 139AA025, 139AA027, 139AA030, 139AA031, 139AA008, 139AA019, 139AA020, 139AA011, 139AA001, 139AA0029, 139AA032, 139AA004, 139AA016, 139AA002, 139AA015, 139AA003, 139AA017, 139AA022, 139AA02201, 139AA02202, 139AA018, 139AA021, 139AA005, 139AA026, 139AA02601, 139AA013, 139AA010, 139AA009, 139AA006, 139AA028, 139AA012, 139AA023, 139AA014

Current Zoning

NC

Proposed Zoning

CLD

Surrounding Zoning

NC, CLD

Current Use

Vacant, Residential

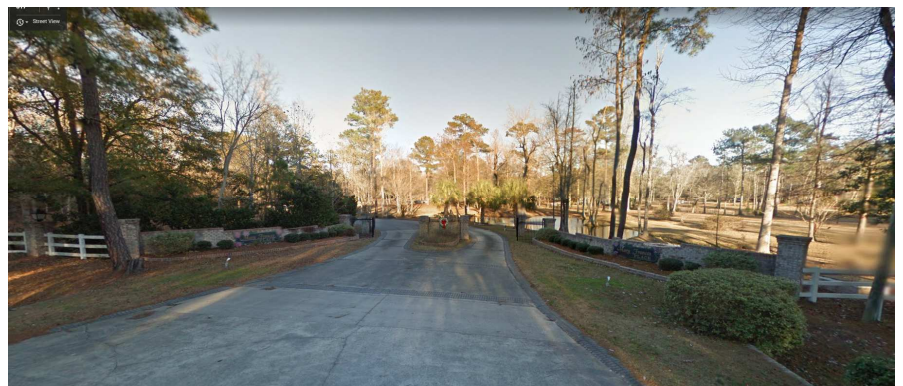
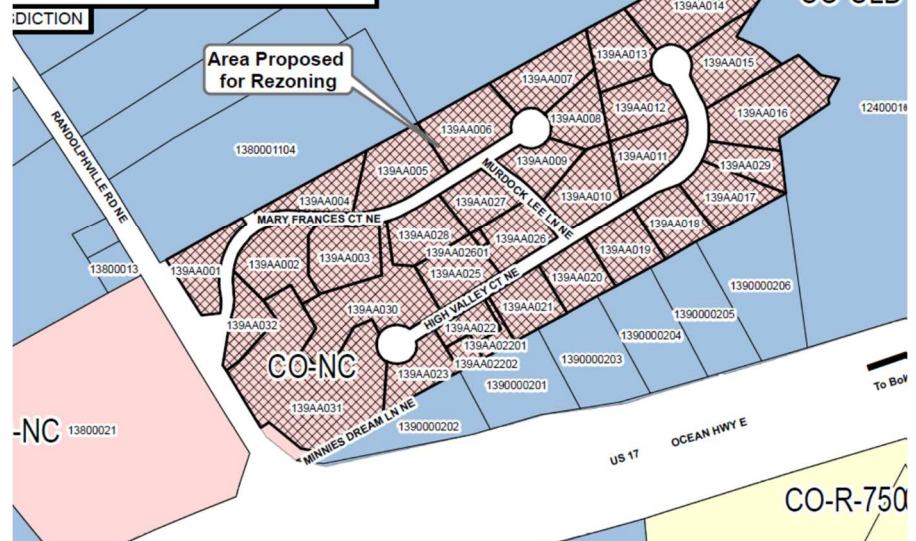
Surrounding Land Uses

Residential, Agricultural, Vacant Lands

Size

19.27 acres

Rezoning Case Z-774 NC to CLD



SITE CONSIDERATIONS

Zoning History: No known changes in zoning have occurred in the vicinity since the introduction of Zoning in Brunswick County in 1994.

Buffers: If rezoned to CLD, a buffer is not required for non-residential uses zoned CLD unless there is existing residential. When adjacent to a residential use, a 0.4 opacity buffer will be required.

Traffic: The average annual daily traffic count for Randolphville Road is 240 trips and 21,000 trips for the nearby section of Ocean Hwy East.

Utilities: Water is available from Brunswick County along Randolphville Road NE. Sewer is not available in the vicinity. It is the developer's responsibility to connect to the water system.

Schools: There are no vicinity school capacity deficiencies at this time.

CIP Projects in Area: New Town Creek Middle School (FY 2019), New Early College Building (FY 2021)

NCDOT Road Improvements in Area: Convert US 17 & NC 211 intersection to interchange (Project U-5932) – Design Phase (Anticipated Construction 2024).

Environmental Impacts: Biodiversity & Wildlife Habitat Assessment Score: Small portions of the rezoning site score a 6 out of 10 due to wetlands classified as substantial.

ANALYSIS

"This District is intended primarily to be used in outlying areas, adjacent to major thoroughfares, with yards and other provisions for reducing conflicts with adjacent residential uses, and with substantial setbacks to reduce marginal friction on adjacent major thoroughfares. Commercial uses in this District will serve the needs of residential neighborhoods for auto-dependent commercial facilities; and serve the needs of highway oriented tourist business."

CAMA Land Use Plan Classification: Commercial

- Proposed Zoning is consistent with CAMA Land Use Plan.

Applicable CAMA Land Use Policies:

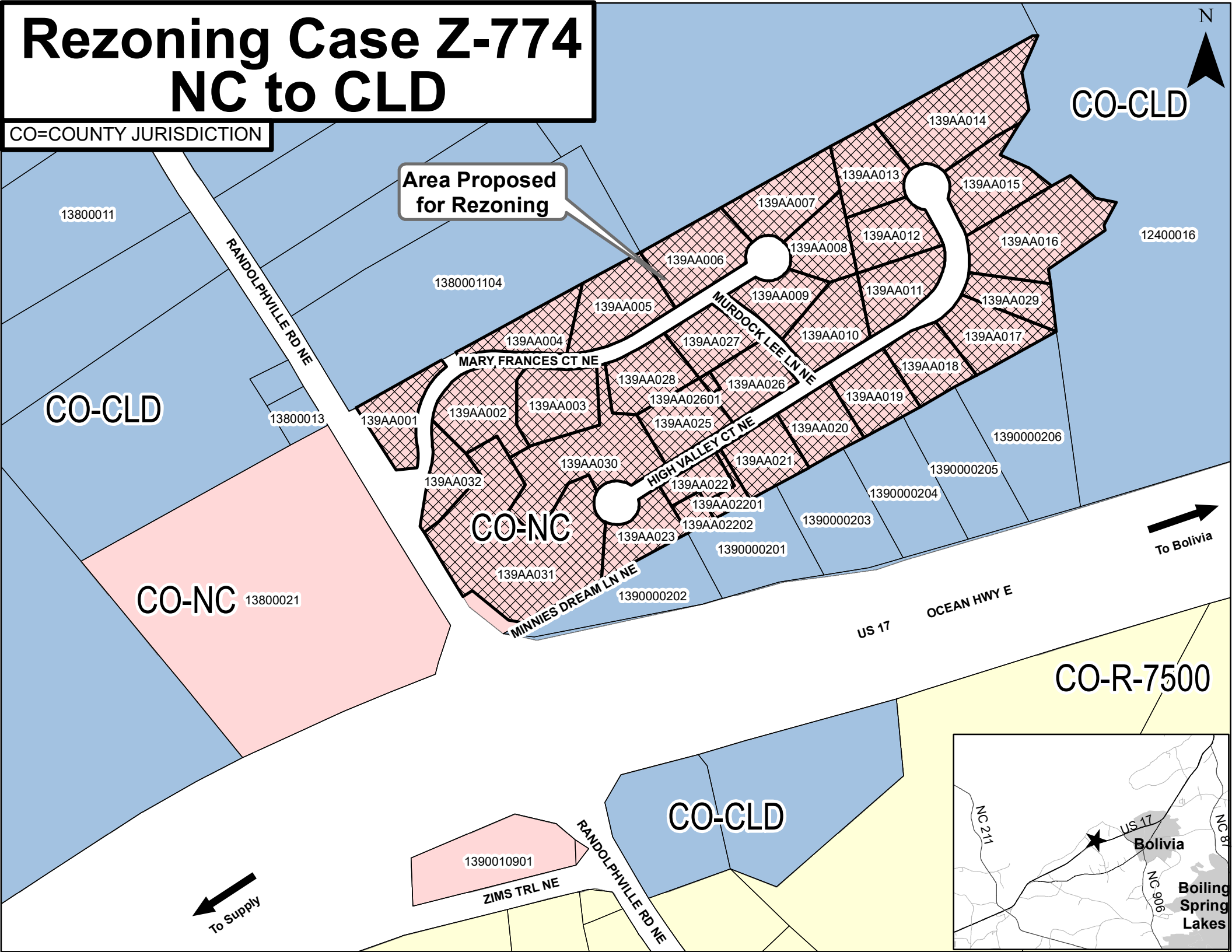
- P.16 states that Brunswick County strongly supports commercial nodes, including town or village centers, and the prohibition of strip commercialization.
- P.49 states that Brunswick County supports directing more intensive land uses to areas that have existing or planned infrastructure.
- P.112 States that Brunswick County will encourage industrial and commercial development in areas with existing infrastructure that does not infringe on existing medium density residential areas.

STAFF RECOMMENDATION SUMMARY

Staff recommends APPROVAL TO CLD FOR TAX PARCELS 139AA007, 139AA025, 139AA027, 139AA030, 139AA031, 139AA008, 139AA019, 139AA020, 139AA011, 139AA001, 139AA0029, 139AA032, 139AA004, 139AA016, 139AA002, 139AA015, 139AA003, 139AA017, 139AA022, 139AA02201, 139AA02202, 139AA018, 139AA021, 139AA005, 139AA026, 139AA02601, 139AA013, 139AA010, 139AA009, 139AA006, 139AA028, 139AA012, 139AA023 AND 139AA014 based upon information provided, surrounding area, current uses, the Brunswick County CAMA CORE Land Use Plan, and other adopted Brunswick County plans and policies.

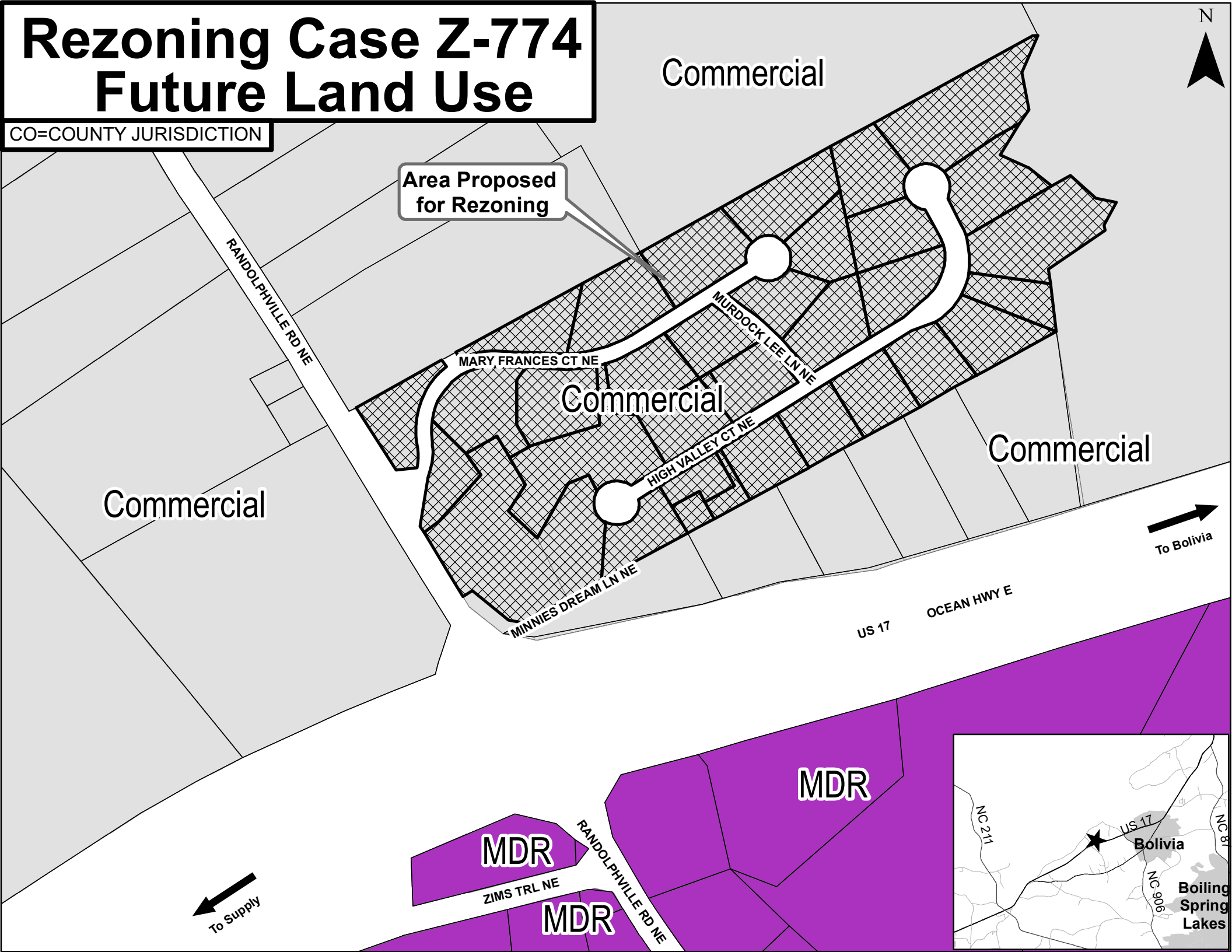
Rezoning Case Z-774 NC to CLD

CO=COUNTY JURISDICTION



Rezoning Case Z-774 Future Land Use

CO=COUNTY JURISDICTION



Site Images



Public Notification



View of Project Site
Facing East

Site Images



View of Project Site
Facing West



View of Property Facing
South

CONSISTENCY STATEMENT

FOR BRUNSWICK COUNTY BOARD OF COMMISSIONERS



ZONING AMENDMENT DESCRIPTION: Z-774 (NC to C-LD)

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 Comprehensive Plan (CAMA Land Use Plan) as it is within a commercial node.

- 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 zoning change is consistent with nearby zoning and all lot owners in the subdivision are in favor of the zoning change.

☐ **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. Tuesday
December 10, 2018**

**Second Floor Training Room
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
Alvin Nobles
Troy Price
William Bittenbender

MEMBERS ABSENT

Tom Simmons

STAFF PRESENT

Kirstie Dixon, Director
Connie Marlowe, Admin. Asst. II
Brandon Hackney, Project Planner
Marc Pages, Senior Planner
Bryan Batton, Asst. County Attorney

OTHERS PRESENT

Tim Butler
Brad Sedgwick
Brenda Albright
David Lurix

Owen Metts
John Hankins
Sean Lennon

I. CALL TO ORDER.

The Chair called the meeting to order at 6:01 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.

III. ROLL CALL.

Mr. Tom Simmons was absent.

IV. CONSIDERATION OF MINUTES OF THE 22-OCT-18 AND 13-NOV-18 MEETINGS.

Mr. Bittenbender made a motion to approve the 22-Oct-18 and 13-Nov-18 minutes as written and the motion was unanimously carried.

V. AGENDA AMENDMENTS.

There were none.

VI. PUBLIC COMMENT.

There were none.

VII. PUBLIC HEARINGS.

A. Rezoning Z-773 – Tim Butler

Request to rezone approximately 8.97 acres located off Whiteville Road NW (NC 130) near Shallotte from RR (Rural Low Density Residential) to IG (Industrial General) for a portion of Tax 16400029.

Land Use Plan Map Amendment LUM-773:

Request to amend a portion of Tax Parcel 16400029 located off Whiteville Road NW (NC 130) from Conservation to Industrial.

Mr. Hackney addressed the Board. He read the Staff Report (attached). He identified the subject property and surrounding properties on a visual map.

Mr. Hackney said staff recommends approval from RR (Rural Low Density Residential) to IG (Industrial General) for a portion of Tax Parcel 16400029 in conjunction with an amendment to the Official Brunswick County CAMA Land Use Plan Map to Industrial for a portion of Tax Parcel 16400029.

Mr. Dunham clarified that the zoning change will be adjacent to the applicant's and/or the Town of Shallotte's zoning, which is currently heavy industrial. Ms. Easley asked staff if the hatched area of the subject property will be subdivided with a different tax parcel number and staff concurred. Ms. Dixon said the subdivision of the current parcel is not a condition of the zoning change, but the applicant submitted a survey map indicating the subdivided portion for consideration to be rezoned.

Mr. Leary made a motion to open the Public Hearing and the motion was unanimously carried.

Mr. Tim Butler, applicant, made himself available for questions and there were no questions from the Board.

With no further comments, Mr. Leary made a motion to close the Public Hearing and the motion was unanimously carried.

Mr. Price made a motion to recommend to the Board of Commissioners to approve a portion of Tax Parcel 16400029 to IG (Industrial General) in conjunction with an amendment to the Official Brunswick County CAMA Land Use Plan Map to Industrial for a portion of Tax Parcel 16400029 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 not consistent with the CAMA Land Use Plan (Comprehensive Plan) for the following reasons:

The proposed zoning amendment is not consistent with the Comprehensive Plan (CAMA Land Use Plan). The proposed zoning amendment is currently zoned RR (Rural Low Density Residential) and classified as Conservation in the CAMA Land Use Plan. However, a CAMA Land Use Plan Map amendment has been requested.

- The Planning Board 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:

The proposed portion of the parcel to be rezoned is adjacent to similar zoning (Heavy Industrial) in the Town of Shallotte's jurisdiction.

- The Planning Board further finds that the proposed zoning amendment is reasonable and in the public interest for the following reasons:

The proposed zoning amendment is adjacent to a major thoroughfare with existing infrastructure for industrial development.

B. Rezoning Z-774 – Owen Metts

Request to rezone approximately 19.27 acres located off Randolphville Road NE (SR 1402) near Bolivia from NC (Neighborhood Commercial) to C-LD (Commercial Low Density) for Tax Parcels 139AA007, 139AA025, 139AA027, 139AA030, 139AA031, 139AA008, 139AA019, 139AA020, 139AA011, 139AA001, 139AA029, 139AA032, 139AA004, 139AA016, 139AA002, 139AA015, 139AA003, 139AA017, 139AA022, 139AA02201, 139AA02202, 139AA018, 139AA021, 139AA005, 139AA026, 193AA02601, 139AA013, 139AA010, 139AA009, 139AA006, 139AA028, 139AA012, 139AA023, and 139AA014.

Mr. Pages addressed the Board. He read the Staff Report (attached). He identified the subject property and surrounding properties on a visual map.

Mr. Pages said staff recommends approval from NC (Neighborhood Commercial) to C-LD (Commercial Low Density) for Tax Parcels 139AA007, 139AA025, 139AA027, 139AA030, 139AA031, 139AA008, 139AA019, 139AA020, 139AA011, 139AA001, 139AA029, 139AA032, 139AA004, 139AA016, 139AA002, 139AA015, 139AA003, 139AA017, 139AA022, 139AA02201, 139AA02202, 139AA018, 139AA021, 139AA005, 139AA026, 139AA02601, 139AA013, 139AA010, 139AA009, 139AA006, 139AA028, 139AA012, 139AA023, and 139AA014.

Ms. Dixon stated that an administrative adjustment was allowed for Tax Parcel 139AA004 to ensure the minimum setbacks could be met to accommodate a single family dwelling in the current zoning district.

Mr. Dunham asked staff about the property being zoned commercial for a residential development. Mr. Pages stated that single family dwellings are permitted in the NC and C-LD zoning districts. He further stated that the minimum setbacks are larger in the NC zoning district (25' front and rear yards) than the C-LD zoning district (25' front yard and 6' rear yard). Mr. Dunham expressed concern about the property being developed for residential purposes in a commercial zoning district. Ms. Easley interjected that there are other residential dwellings in the area that are not part of this subdivision that are currently zoned commercial.

Ms. Easley made a motion to open the Public Hearing and the motion was unanimously carried.

Mr. Owen Metts addressed the Board. Mr. Metts made himself available for questions. Mr. Dunham asked why the zoning change is being requested? Mr. Metts said the zoning change was requested to ensure minimum setbacks for a residential dwelling can be met as they are less in the C-LD zoning district than the current zoning designation.

With no further comments, Mr. Leary made a motion to close the Public Hearing.

Mr. Bittenbender made a motion to recommend to the Board of Commissioners to approve from NC (Neighborhood Commercial) to C-LD (Commercial Low Density) Tax Parcels 139AA007, 139AA025, 139AA027, 139AA030, 139AA031, 139AA008, 139AA019, 139AA020, 139AA011, 139AA001, 139AA029, 139AA032, 139AA004, 139AA016, 139AA002, 139AA015, 139AA003, 139AA017, 139AA022, 139AA02201, 139AA02202, 139AA018, 139AA021, 139AA005, 139AA026, 139AA02601, 139AA013, 139AA010, 139AA009, 139AA006, 139AA028, 139AA012, 139AA023, and 139AA014 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

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- The Planning Board finds that the proposed zoning amendment is consistent with the CAMA Land Use Plan (Comprehensive Plan) for the following reasons:

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- The Planning Board further finds that the proposed zoning amendment is reasonable and in the public interest for the following reasons:

The zoning change is consistent with nearby zoning and all lot owners in the subdivision are in favor of the zoning change.

C. Planned Development Approval – PD-21

Name: Autumn Trail Planned Development
Applicant: JBS Consulting
Tax Parcel: 1680011002, 16800112 and 1680011201
Location: Southport-Supply Road SE (NC 211)
Description: Autumn Trail is a proposed planned development consisting of 74 townhome units on a gross site of 24.39 acres creating an overall density of 3.03 units per acre.

Mr. Pages addressed the Board. He read the Staff Report (attached). He stated that the developer intends to place the 404 wetlands into a conservation easement, but he is not prepared to commit to doing so at this time. 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 planned development application and kept on file by the Brunswick County Planning Department; and
- That the development of the parcel(s) shall comply with all regulations as specified in the Brunswick County Unified Development Ordinance.

Ms. Easley made a motion to open the Public Hearing and the motion was unanimously carried.

Mr. Brad Sedgwick, JBS Consulting, addressed the Board on behalf of Atrium Homes. He made himself available for questions. Mr. Leary asked Mr. Sedgwick why the developer is not willing to commit to placing 404 wetlands in a conservation easement? Mr. Sedgwick said they are working with the Coastal Federation about placing the 404 wetlands in a conservation easement, but they have been busy due to Hurricane Florence and the actual details have not be worked out. He further stated that there is an open space area to the north of the retention pond and they are proposing a pedestrian access and picnic tables in that location for this community.

Ms. Brenda Albright, 620 Southport-Supply Road SE, addressed the Board. Ms. Albright asked if the proposed 6' opaque fence could be higher? Mr. Pages said the fence height could be increased to 8' with an administrative adjustment via a request from the developer. He further stated that the fence will be extended up to the stormwater pond(s). Mr. Pages clarified that fencing will not be in the open space area where the walking trail and picnic areas are proposed. Ms. Albright was concerned with trespassers on her property because her family hunts on their property. She was fearful of inadvertently causing harm to a trespasser while they are hunting on their property. Ms. Dixon suggested that signs be erected on Ms. Albright's property informing potential trespassers that hunting occurs on the property to ensure no harm comes to a person walking nearby.

Mr. Sean Lennon, 810 Old Lennon Road SE, addressed the Board. Mr. Lennon was also concerned with the proposed development interfering with him hunting on his property. He felt that a berm should be placed in the area where the walking trail and picnic areas are proposed rather than a 6' opaque fence because pedestrians will likely trespass on his property as well as

Ms. Albright's property. Mr. Pages said the developer would have to cross a wetland to erect fencing in that particular area. Mr. Lennon was not opposed to the developer erecting the proposed fence up to the wetlands. Mr. Lennon felt that "no trespassing" signs will not keep people off his property unless he catches the trespasser.

Mr. David Lurix, 703 Creekway Circle SE, addressed the Board. Mr. Lurix was concerned with the entrance to the subject property potentially creating a traffic congestion issue. Mr. Pages said the developer is required to obtain a North Carolina Department of Transportation (NCDOT) permit and NCDOT is requiring access to the project be directly across from RiverSea Plantation Planned Unit Development. He further stated that NCDOT may require some intersection road improvements such as a deceleration lane. Mr. Lurix asked if Southport-Supply Road SE (NC 211) will be widen in this area? Mr. Pages stated that there are plans to widen NC 211 in the future, but he was unsure of the exact location at this time. Mr. Lurix asked the number of stories of the townhomes and Mr. Sedgwick said 1 ½ stories. Mr. Lurix asked Mr. Sedgwick if there will be a gate at the front entrance of the proposed development? Mr. Sedgwick replied, no. Mr. Lurix asked if a traffic light will be installed and Mr. Pages said NCDOT will determine if a traffic light is necessary.

With no further comments, Mr. Price made a motion to close the Public Hearing and the motion was unanimously carried. Mr. Dunham asked staff how the subject property was zoned C-LD in the middle of RR zoning? Mr. Pages said the subject property was previously owned by a church and they wanted to build a retreat so the property was rezoned approximately 7 years ago to accommodate the intended use. Ms. Dixon added that townhomes are allowed in the current zoning district through administrative review and approval, but a planned development encourages exceptional design features and the developer is proposing such in this project.

Mr. Price made a motion to approve Autumn Trail Planned Development with the noted conditions and the motion was unanimously approved.

VIII. OTHER BUSINESS.

- Planning Board 2019 Schedule

Ms. Dixon addressed the Board. She stated that staff previously provided a copy of the 2019 Planning Board meeting schedule as well as the project deadline schedule to the Board to reserve the dates.

- Planning Board Cases Update

Ms. Dixon addressed the Board. She stated that there are several zoning cases and text amendments regarding Campgrounds and RV Resorts that will be presented at the Board of Commissioners' Monday 17-Dec-18 meeting for consideration.

IX. ADJOURNMENT.

With no further business, Ms. Easley made a motion to adjourn and the motion was unanimously carried.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # VIII. - 1.

From:
Ann Hardy, County Manager

Administration - Non-profit Volunteer Fire Department Agreement
(Ann Hardy, County Manager)

Issue/Action Requested:

Request that the Board approve an agreement for services with non-profit volunteer fire departments, as directed at its January 7th meeting, with non-substantive corrections, and request that departments respond to the county no later than February 15, 2019.

Background/Purpose of Request:

The county-provided budget, excluding any municipal appropriations, dedicated to fire services has grown to \$ 17 million annually. The county and non-profit volunteer fire departments entered into an agreement on July 1, 2005 for the provision of fire services within fire services areas established by the county. The county and the non-profit volunteer fire departments have executed a Standard of Assurances annually until FY 19 pending the approval of a new agreement.

On June 28, 2017 the NC General Assembly adopted a bill entitled An Act To Modify Brunswick County's Fire Protection Fees. Session Law 2017-60 is attached. The changes to the bill doubled the annual amounts that fire fees may not exceed, established a fee of 75% of the amount otherwise applicable under the fee schedule for properties located beyond 6 road miles from the closest fire station of their district that have a fire insurance rating of 10, and provided collection remedies to include that the county may collect any delinquent fire fees, existing either before or after the effective date of the act through attachment, garnishment and foreclosure.

On January 7, 2019 the Board of Commissioners directed staff on a proposed new contract for services with volunteer fire departments in the county. Attached is the revised agreement with the direction provided by the board. Minor corrections were made for numbering and clarification of Board of Directors meeting in Section 19, Paragraph 2, first sentence.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board approve an agreement for services with non-profit volunteer fire departments, as directed at its January 7th meeting, with non-substantive corrections, and request that departments respond to the county no later than February 15, 2019.

ATTACHMENTS:

Description

- ☐ Recommended Fire Services Contract
- ☐ Redlined Chiefs Revisions Jan 22

STATE OF NORTH CAROLINA

FIRE SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____ by and between BRUNSWICK COUNTY, hereinafter referred to as the “County,” and XXXXX DEPARTMENT hereinafter referred to as the “Department.” (collectively, the “Parties” and individually as a “Party”).

WITNESSETH:

WHEREAS, the Department has a recognized history of dedicated service, having provided essential fire protection and other related emergency services to the citizens of Brunswick County for all of the years of its existence; and

WHEREAS, the County and Department desire to contract with each other for the mutually agreed and mutually recognized goal of attempting to achieve the highest levels of protection to the persons who live, work, or are otherwise present in the County; and

WHEREAS, this Agreement is authorized by North Carolina General Statutes Sections 153A-11 and 153A-13 and N.C.G.S. Chapter 153A, Article 11 and by Session Law 2017-60; and

WHEREAS, the Department is incorporated as an independent nonprofit corporation organized pursuant to Chapter 55A of the North Carolina General Statutes and is operating as a nonprofit volunteer fire department within Brunswick County, North Carolina; and

WHEREAS, the fire districts of Brunswick County have boundaries defined by descriptions on file in the Brunswick County Fire Administrator’s Office; and

WHEREAS, the Department has acquired and owns equipment, land, and buildings for the operation of the Department; and

WHEREAS, the Department employs trained, experienced and skilled personnel and has trained, experienced and skilled volunteers; and

WHEREAS, the County is contracting with the Department to provide service within the area as further defined in Section 1 (9) (the “District”).

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

SECTION 1 – DEFINITIONS

1. Audit: An audit as required in Session Law 2017-60.
2. Agreement: This Fire Services Agreement, together with Exhibits “A,” “B,” and “C,” each of which is incorporated herein by reference as an integral part of this Agreement.

3. Applicable Law: All laws, rules, regulations, ordinances, codes, standards, orders, and actions of any and all governmental bodies, agencies, authorities, and courts that may now or hereafter be applicable to the performance of duties under this Agreement.
4. Board of Commissioners: The Brunswick County Board of Commissioners.
5. Board or "Board of Directors": The Department's Board of Directors is the group of natural persons vested by the corporation with the management of the Department's affairs whether or not the group is designated as directors in the articles of incorporation or bylaws, pursuant to N.C.G.S. § 55A-1-40.
6. Capital Expenditure: All expenditures for purchases of buildings, building additions, alterations, repairs or improvements and all expenditures for or purchases of additional or replacement furniture, machinery, vehicles or equipment, hardware or software, where the cost of such expenditure or purchase is ten thousand dollars (\$10,000.00) or more.
7. Capital Item: The actual property which was purchased or otherwise received by the Department as a Capital Expenditure.
8. CPA: Certified Public Accountant.
9. District: The designated area that the Department is contracted to serve, which for purposes of this Agreement is the _____ Response District, as further shown on the Fire Districts Map.
10. Effective Date: The effective date is July 1, 2018.
11. BCEMS: Brunswick County Emergency Medical Services.
12. Existing Debt: Any legally enforceable secured or unsecured obligation to pay money.
13. Fire Chief: The Chief of the Fire Department.
14. Fire Districts Map: The most current version of the Brunswick County Fire Insurance Districts Map on file in the office of the Fire Marshal.
15. Fire Marshal: The Brunswick County Fire Marshal.
16. Fire Administrator – The Brunswick County Fire Administrator.
17. Fire Oversight Committee: A committee established pursuant to Session Law 2017-60 for approval of all non-municipal purchases over \$10,000.
18. Fiscal Year: July 1st through June 30th.
19. Services: Fire protection, emergency rescue, medical first responder, and associated emergency-related services, and those activities undertaken by the Department in furtherance of fulfilling the above.

20. Session Law 2017-60: Local legislation enabling Brunswick County Fire Fees, a copy of which is attached as Exhibit A.

SECTION 2 - PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the County will contract with the Department, to establish standards for the Department in providing firefighting and fire prevention services and other emergency services during emergencies and disasters, and to provide for efficient firefighting and emergency services to the persons who live, work and/or are otherwise present in the County.

SECTION 3 - SERVICES FURNISHED BY THE DEPARTMENT

The Department agrees to provide its Services throughout the District and elsewhere in accordance with the standards and other requirements in a manner that complies with all Applicable Law, including by illustration, but not limited to, those applicable rules and regulations of the North Carolina Department of Insurance and the Insurance Services Office, Inc. The Department further agrees to provide the Services to all persons and property present in its assigned District in accordance with the standards and other requirements set forth in this Agreement in a professional, efficient, and workmanlike manner.

The Department agrees to provide the following services upon request during times of emergencies:

- (1) To furnish and provide continuing fire protection service and other emergency services to all residents of the fire district, to all persons present in the District, and to all real and personal property lying within the boundaries of the District and to other areas of the County as may be agreed to in automatic mutual aid agreements with other fire departments within the County;
- (2) To the extent the Department chooses to operate a Medical Responder program, the Department shall adhere to EMS system guidelines established for the operation of Medical Responder programs in Brunswick County and shall adhere to the Brunswick County EMS System Continuing Education Program. A change in the level of medical services shall require a 120-day notice to the County Manager;
- (3) To provide technical rescue services if the Department holds a certification through the North Carolina Association of Rescue and Emergency Medical Services or has obtained training on a rescue service discipline. Such services shall be performed inside the scope of practice of the certification(s), or training to the County and within the District and other locations when called to provide those services by the County or another fire department (s) or rescue squad(s). A change in the level of technical rescue services shall require a 120-day notice to the County Manager;
- (4) To provide lifesaving and property protection measures as necessary;
- (5) To provide search and rescue services;
- (6) To perform evacuation;
- (7) To respond to motor vehicle accidents;
- (8) To clear roads to allow emergency service vehicles to reach their destinations.
- (9) To perform hydrant flow and operational testing on the hydrants in its District and to make notes of needed repairs or maintenance, and to provide work orders for that service to Brunswick County Public Works; and

- (10) The Department will respond to emergency calls from the 911 Communications Center, the Department Chief or his/her designee, or the County Fire Marshal, County Fire Administrator when and where needed to the extent possible, considering the quantity of calls, and the assignment of available personnel to other emergencies when the call comes, and the equipment available to be used in the response., and the budget of the Department.
- (11) To conduct pre-fire plans on all structures other than one and two-family dwellings within their response district.

SECTION 4 SERVICES FURNISHED BY THE COUNTY

In accordance with this Agreement, and at the County's sole expense outside the scope contractual funding of the Department pursuant to this Agreement, the County agrees to furnish the following services to the Department:

- (1) 911 communications and dispatch;
- (2) Fire investigation services when requested by the Incident Commander;
- (3) Emergency scene assistance services in support of the Department's efforts;
- (4) Maintenance of the County radio system;
- (5) Assistance to the Department with fire prevention and community awareness programs within the Department's District;
- (6) A staffed EMS ambulance and/or medical services rehab unit with certified Advanced Life Support (ALS) personnel at all structure fires or other emergency scenes with extended time periods for the medical monitoring of the firefighters and other emergency workers on the scene;
- (7) A staffed EMS ambulance and medical services rehab unit as requested on the scene of any live fire training within the District, provided that the Department has given at least thirty (30) days notice to the BCEMS of such live burn;
- (8) Incident reporting software, and when applicable and necessary, software updates and annual software support, provided that personnel information and data entered into such software shall be the sole and exclusive property of the Department, except as may otherwise be required by law or by court order; and
- (9) Such additional services and support as may be needed and mutually agreed between the County and the Department as circumstances may dictate from time to time.

SECTION 5 – DEPARTMENT'S NON-PROFIT CORPORATION STATUS

The Department agrees to maintain its nonprofit corporation status pursuant to Applicable Law, including without limitations the United States Internal Revenue Service (IRS) regulations and Chapter 55A of the North Carolina General Statutes at all times during the term of this Agreement. In the event that the Department loses its non-profit corporation status with the Internal Revenue Service, the Department shall promptly, but in no event later than five (5) days from the time when the Department receives notice thereof, report the loss of the non-profit corporation status to the County. If the Department loses the non-profit corporation status, the County may terminate this Agreement in accordance with Section 29 after the procedure set forth in Section 11 has been concluded. If the Department is then dissolved, merged or transfers its assets, it shall comply with Section 32 and then convey and distribute all rights, title and interest in and to all property it holds pursuant to Section 34 herein so long as there is no violation of Section 32.

The Department will establish safeguards to forestall the appearance of or actual conflicts of interest or personal gain including, but not limited to the adoption of an ethics policy.

The Department will comply with all State and Federal laws applicable to the Department as a non-profit corporation.

The Department shall provide a copy of the most recent IRS Form 990 to the County.

The Treasurer of the Department shall be bonded for at least one and one-half times the department's annual budget as required by Session Law 2017-60.

The Department shall ensure that two authorized signatures are required on checks written against an account in the Department's name.

SECTION 6 - INSURANCE SERVICES OFFICE RATING

The Department agrees to engage in efforts to maintain or improve its rating (as of the Effective Date of this Agreement) with the North Carolina Department of Insurance and the Insurance Services Office, Inc., ("ISO") throughout the term of this Agreement. The Department agrees that in no event will it have an ISO rating worse than a 9S within five (5) road miles of the main station or substation(s), and 9E outside five (5) road miles but within six (6) miles of the main station or substation(s). If any part of the fire district lies further than six (6) road miles from the main station or substation and is classified as a Class 10 rated area, the Department shall endeavor in good faith and with due diligence to work with the County to eliminate such areas. In the event that the Department's ISO rating is lost solely due to the Department's inability to meet the required ISO standards, or if the Department is placed on probation by the North Carolina Department of Insurance, the Department agrees immediately to undertake and to implement such reasonable actions as may be deemed advisable by the Department and the County to improve its ISO rating to a level reasonably achievable under the circumstances as they exist at that time. The Department shall prepare and submit a plan to obtain its previous ISO rating again within a one (1) year period to the County. The plan shall be submitted within 30 days of the time when the Department is notified of having an area classified as a Class 10. The plan shall include specific steps to be taken to attain the previous ISO rating, including, without limitation, a project timeline and the projected costs associated with taking the corrective action. The Department shall then implement the plan, if funds are available from the funding provided by the County under this Agreement.

The Department shall also allow periodic inspections by the Brunswick County Fire Administrator for the purpose of determining that the Department is meeting the standards set forth by the North Carolina Department of Insurance for its rating class. The inspections are at the County's discretion and the County shall give the Department a minimum of seven (7) days' notice, before the inspection. The County Fire Administrator shall file a written report with the County Manager verifying whether the Department meets or does not meet the minimum requirements of the North Carolina Department of Insurance for their rating class. In the event that the Department does not meet minimum requirements as specified, the procedure set forth in Section 11 shall be followed.

In the event the Department believes its rating was lowered due to the action of the County, the Department shall notify the County Manager. For example: If the County's communication center or the County's water system receives a reduction of points from the ISO inspection, the County shall work with the Department to quickly improve their possible score related to the ISO rating.

SECTION 7 – RESPONSE TIMES

The Department and the County mutually agree that response times are an essential component to providing an acceptable level of service to the community. The County and the Department agree to collaboratively monitor response times and develop strategies to address any response time concerns. Response time will be measured beginning with dispatch time as reported in the Computer Aided Dispatch (“CAD”) Event Report and ending with the On-Scene Time as reported in the CAD Event Report. Emergency Incident on scene times will be measured when the first Department apparatus arrives on the scene. The Department shall allow periodic inspections by the Brunswick County Fire Administrator for the purpose of determining that the Department is meeting the mutually agreed-upon response times. The inspections are at the County’s discretion and may be without notice. The County Fire Administrator shall file a written report with the County Manager verifying whether the Department meets or does not meet the established response times. In the event that the Department does not meet the mutually agreed-upon response times, the procedure set forth in Section 11 shall be followed.

SECTION 8 - PROCESS FOR FIRE DEPARTMENT FUNDING

In order to assist the County with establishing the amount of the annual appropriation to the Department for providing the Services, the Department agrees to conform to the County’s budget calendar and to participate in the County’s budget processes for adoption of the Fiscal Year budget. The Department agrees to submit a budget request approved by its Board of Directors to the County Manager based upon the Department’s estimate of the costs of providing service for the upcoming fiscal year. The Department agrees to provide its budget submittal in a form specified by the County. The Department shall provide in its budget submittal sufficient information for the County to determine the source(s) and estimated amounts of all revenue anticipated by the Department for the coming Fiscal Year. Throughout this Agreement, the parties have agreed upon the information the Department is required to provide to the County, and the access the County shall have to the Department’s books and records.

To plan for budget allocations for the next fiscal year, and for the future, the Department agrees:

- (i) to submit to the County a current and complete replacement schedule for Capital Items;
- (ii) to allow the County’s Fire Administrator, or designee, upon reasonable notice, to visit any of the Department’s stations and perform an inventory of all Capital Items; and
- (iii) if the Department requests any increase in salaries and wages over the previous Fiscal Year’s appropriation, to submit to the County the aggregate amount of the increase and the amount by position type or classification (e.g. directors, fire chief, deputy chief(s), assistant chief(s), captain(s), lieutenant(s), medical officer(s), safety officer(s), firefighters, emergency medical technicians, administrative assistant(s), etc...).

In accordance with N.C.G.S. § 159-11, the County Manager, as the County’s statutory budget officer, will make a budget recommendation to the Board of Commissioners. Pursuant to the budgetary authority set forth in N.C.G.S. § 159-13, the amount appropriated to the Department for Fiscal Year 2018-2019, and for any Fiscal Year thereafter that this Agreement remains in effect, is ultimately determined and adopted by the Board of Commissioners as deemed in its discretion as sufficient and proper.

SECTION 9 - COLLECTION OF FIRE FEES

It is understood and agreed by the parties that the amount of the Fire Fees imposed by and through the Board of Commissioners will necessarily be an estimate of the Fees required to generate anticipated revenues. The total amount of revenue generated will necessarily depend upon the collection rate in a given Fiscal Year. If the amount of revenue generated by a Fire Fees is greater than anticipated, the amount in excess of the approved total appropriations to the Department will be delivered quarterly by the County to the Department for the sole benefit of the Department. The Department shall use any such excess funds prudently and for non-recurring expenditures. The use of such 'excess funds' will be denoted in the following years budget package.

SECTION 10 - PAYMENT OF FUNDS TO THE FIRE DEPARTMENT

Brunswick County agrees to make advance payments of anticipated Fire Fee collections for fiscal year 2018-2019 to the Department as appropriated by the Board of Commissioners to be advanced in quarterly payments in the amount of twenty-five per cent of the annual appropriation, beginning the first quarter after July 1, 2018. Quarterly distributions will not be made until the quarterly financial packet has been received from the Department's bookkeeper/accountant, along with all other county required documentation by date due and as required by this contract and Session Law 2017-60. Funding will not be released until seven (7) days after the approval of payment by the Finance Department. After each fiscal year, a reconciliation of advances and actual collections shall be made: any deficit shall be subtracted from prior year's collections until the deficit is satisfied; the department will receive any prior years' collections in excess of payments advanced on a quarterly basis.

SECTION 11 – BREACH OF CONTRACT-- SUSPENSION OF FUNDING—PROCEDURE

In the event the Department fails to comply with the requirements of this Agreement, the quarterly payments may be suspended; however, the parties understand and agree that fire protection and other emergency services are critical to the health, safety, and welfare of the citizens of Brunswick County, and that it is impossible for the Department to provide those services without adequate funding; therefore, when the County determines that the Department has failed to comply with the requirements of this Agreement, before the County suspends the quarterly payments, the parties will proceed as follows to prevent the disruption of services.

A. The County Fire Administrator shall notify the Chief of the Fire Department in writing of the deficiencies, specifying all items to be changed, improved, or stopped. Service of notice on the Fire Chief shall be notice to the Department.

B. After it receives notice, the Department shall have thirty (30) days to cure any such deficiencies. At the expiration of the 30-day cure period, the County shall make a second inspection to determine if the deficiencies have been cured.

C. If, after the inspection, the County's Fire Administrator determines that the deficiency or deficiencies have not been cured, and that sufficient efforts to cure the deficiency or deficiencies have not been undertaken, the Fire Administrator shall notify the County Manager and Chief of the Department in writing. Service of notice on the Fire Chief shall be notice to the Department.

D. After notice to the Fire Chief, the County Manager may suspend payments by the County to the Department until such time as the Department shall meet the minimum requirements of this agreement.

E. In the event that the County does suspend payments, the Department may continue to work to make a timely correction of the deficiencies. If the Department believes it has cured the deficiencies after payments have been suspended, it may request an additional inspection by the Fire Administrator. After the inspection, the Fire Administrator shall review the suspension of payments and make recommendations in writing stating reasons therefor as to whether or not the suspended payments should be re-instated to the County Manager

F. If the Department disagrees with the findings of the Fire Administrator's second inspection, the Department may appeal the findings directly to the County Manager in writing within fifteen (15) days of the receipt of the Fire Administrator's report.

G. If at any time in the above appeals process set forth in F., the County or the Department reasonably believes that the Fire Administrator may be incorrect in the evaluation of the Department related to Section 6, the Department or the County can request an external North Carolina Response Rating Schedule (NCRRS) subject matter expert to be hired to perform an evaluation of the Department and compare such evaluation to the Fire Administrator's findings to ensure accuracy. The hiring of the external subject matter expert shall be mutually agreed upon by both parties. Upon completion of the evaluation, the external subject matter expert shall supply both the Department and the County Manager with a copy of the findings in a formal report. The report shall not be binding on the parties; however, the County shall consider such findings as a part of its decision regarding the potential suspension of quarterly payments under this Section 11. The non-prevailing party shall bear the cost of the external subject matter expert evaluation.

SECTION 12 - BOOKS AND RECORDS OF THE DEPARTMENT

The Department as a self-standing non-profit corporation, agrees to generate and maintain all required records and data and shall maintain such records and data required of a fire department, and of a non-profit corporation. The Department's financial records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP). The Department agrees that the County will have reasonable access to its books, records and audit reports with the exception of personnel files. The Department agrees to provide adequate documentation of all of its receipts and disbursements, including without limitation, those related to the expenditure of any funds appropriated and disbursed to the Department under this Agreement. Any documents requested pursuant to this section shall be provided to the County within fifteen (15) working days.

The Department shall provide the contact information of the board of directors, Chairperson of the Board, and the Fire Chief to the County. The County shall be notified by the Department of any change of these positions within thirty (30) days.

The Department agrees that when the quarterly report is made each quarter, the accountant for the Department will certify to the County whether or not all employee withholding taxes have been reported and paid during the previous quarter to the Internal Revenue Service and to the North Carolina Department of Revenue.

The Department agrees to utilize the incident reporting software provided by the County pursuant to Section 4 of this agreement. The Department shall run reports no less than quarterly.

SECTION 13 - BRUNSWICK COUNTY FIRE CHIEF ASSOCIATION

The Department may participate, through membership, in the Brunswick County Fire Chiefs Association, in an effort to meet the following objectives of the Brunswick County Fire Chiefs Association:

- A. To coordinate the efforts of the Fire Departments of Brunswick County.
 - 1) To promote the exchange of information among all fire departments;
 - 2) To assist in the training of all firefighters within Brunswick County;
 - 3) To keep all fire departments informed of the quality and quantity of equipment being used among the fire departments in Brunswick County; and
 - 4) To keep all fire departments informed about new or existing equipment, and ways that fire departments are being operated across the United States, North Carolina, and locally.
- B. To maintain a liaison with Brunswick County, the Fire Administrator, Brunswick County Law Enforcement Agencies, the Board of County Commissioners of Brunswick County, and all other governmental agencies which may be willing or able to assist in promoting excellence in fire protection; and
- C. To keep all fire departments within Brunswick County abreast of the benefits (local, state and federal) available firefighters and their families.

SECTION 14 - INSURANCE REQUIREMENTS

The Department shall maintain insurance coverage as specified in Exhibit B. The Department may purchase such other coverage as it may deem appropriate for the protection of the Department, its employees, members or personnel. Copies of all certificates of insurance shall be provided to the County.

SECTION 15 - INDEPENDENT CONTRACTOR

The Department is an independent contractor providing a necessary public service to citizens of Brunswick County. No board member, officer, employee, or agent of the Department is or shall be considered an employee of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms.

The County and the Department agree that the Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Department's acts or omissions.

Being a party to this contract and performing it shall not create any liability for the County to provide any benefits, including, without limitations, participation in pension plans, to the Department, its officers, agents, or employees.

SECTION 16 – INDEMNIFICATION, AND ADDITIONAL INSURED COVERAGE

The Department agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of any kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action arising solely and singularly from any act or omission by the Department, its officers, agents, and employees, up to the limits of insurance as detailed herein.

The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy shall name the County of Brunswick as an additional insured. The Department shall furnish the County of Brunswick with certificates of insurance showing the type of policy, limits of liability, the name of insurance companies, policy numbers, effective dates and expiration dates of policies.

SECTION 17 – FIRE, RESCUE AND MEDICAL REPORTS

The Department agrees to complete an incident report immediately following all fires, or as soon thereafter as reasonably practicable. The Department agrees to forward a copy of all incident reports to the Fire Administrator at the end of each quarter in accordance with N.C.G.S. § 58-79-45.

The Fire Department also agrees to make medical reports available to the County's EMS provider. The disclosure of medical reports or other data pertaining to personally identifiable health information shall be made to the EMS provider in accordance with all Applicable Law.

The incident reports and medical records may be inspected at any time by the Brunswick County Fire Administrator.

SECTION 18 - FINANCIAL INFORMATION

The County has a legitimate interest in assurance that the funds it provides to the Department are used to provide the services described in Section 3. To that end, annually, the Department will employ a CPA firm to perform an audit as required by Session Law 2017-60.

In the event that the CPA firm identifies any deficiencies during the course of the Audit, the Department shall provide to the County an explanation for any such deficiencies as well as a plan of corrective action including timeframes for correction as is mutually-agreed upon in writing by both the Department and County. Should the Department be unwilling or unable to correct the deficiencies identified within the required timeframes, after the procedure in Section 11 is concluded, the County may terminate this contract in accordance with Section 29.

The Fire Department shall contract for quarterly bookkeeping/accounting services from an independent accountant for each fiscal year July 1 through June 30. As required by Session Law 2017-60, the independent accountant must be approved in advance by the County Finance Officer. The Fire Department is to submit all invoices, cash receipts, bank statements with canceled checks or facsimiles, check registers or stubs, and other financial source documents to the accountant within fifteen (15) days of the end of each fiscal quarter. The accountant is to provide a monthly bank reconciliation, itemized schedule of disbursements and receipts, quarterly and year-to-date financial report for each quarter to the County Finance Officer within forty-five (45) days of the end of each

fiscal quarter. Funding will not be disbursed until the complete quarterly financial report is accepted by the County Finance Officer.

In addition, the County may audit the Department's financial records upon a fifteen (15) days' notice to the Department. Any financial issues discovered, which are not resolved to the satisfaction of the County Finance Officer, shall result in the withholding of quarterly payments, after the procedure in Section 11 has been completed.

SECTION 19 - PUBLIC MEETINGS, RECORDS, AND INPUT

The Parties agree that the Department is a non-profit corporation formed pursuant to Chapter 55A of the General Statutes of North Carolina, and it has been granted Section 501(c) status by the Internal Revenue Service. It is an independent contractor. It is not an agency of the County. Its employees are not county employees. It is not one of the non-profit corporations required by G. S. 55A-3-07 to comply with Article 33C of Chapter 143. It is not an agency over which the County has supervisory responsibilities and control, except as provided in this agreement. It is not a public body within the meaning of Article 33C of Chapter 143 of the General Statutes; and its meetings are not public meetings, and its records are not public records as that term is defined in North Carolina General Statutes Chapter 132-1, except to the extent that they may come into the possession of the County pursuant to the terms of this Agreement.

The Department agrees that its Board of Directors will; (i) hold regularly scheduled open monthly meetings and allow the public to attend (ii) take minutes of all such regular, non-closed meetings that would enable a person not in attendance to have a reasonable understanding of the general topic(s) addressed therein, and (iii) provide to the County regular non-closed meeting minutes after such meeting minutes have been adopted formally by the Department's Board of Directors. The Department agrees herein that it shall endeavor in good faith to conduct its meetings in an open and public fashion and on a regular basis but shall reserve for itself all of the rights conferred upon it as a non-profit corporation to conduct such other non-public meetings as are required in the best interests of the corporation.

Because the Department relies almost exclusively on public funds appropriated by the County, the Department acknowledges that the citizens of the District have a strong continuing interest in the Department's decision-making processes as related to decisions concerning the expenditure of those public funds. The Department shall allow the Brunswick County Commissioner of their district to appoint a liaison who is a resident of the District to attend the regular meetings of the Department's Board of Directors. The liaison shall have no official role in the management or operation of the Department.

SECTION 20 - DEPARTMENT TRAINING

The Department agrees to adopt guidelines, no later than ninety (90) days from the Effective Date of this Agreement, which address appropriate initial training and continuing education of firefighters of the Department. These guidelines will ensure that such initial training and continuing education strive in good faith to meet or exceed all requirements of the State of North Carolina, including, without limitation, a minimum standard of thirty-six (36) hours of fire training per Department member annually.

The Department shall also maintain training records for each volunteer or employee on its roster. Training records shall include, but not be limited to, the following: names of courses that have

been completed, time spent in training for each course, the course dates, instructors, and the place where the course was held.

Appropriate information shall be entered into the Emergency Reporting Data Base on all training held by the Department or attended by its volunteers and employees.

Emergency Medical Education shall be coordinated with the Brunswick County EMS Training Coordinator, in accordance with the Brunswick County System plan.

The Department shall provide a roster of personnel, including their fire and rescue certifications, and their higher education degrees to the County when asked for by the County Fire Administrator.

SECTION 21 - NEW FIRE STATIONS AND SUB-STATIONS

One of the purposes of building a new fire station or substation is to improve the insurance rating of the Department so that citizens served by the Department benefits from having lower insurance rates. For that reason, and to assure that new facilities are adequate and in as good a location as practicable, the Department shall coordinate all construction of new facilities with the Fire Oversight Committee, the Fire Administrator, and the Brunswick County Manager.

The Department shall comply with all applicable laws related to the construction process of building a new station or sub-station.

SECTION 22 - DISASTER PLANNING

The County and the Department shall cooperate in establishing disaster plans and in conducting exercises pursuant to disaster plans administered by the Brunswick County Department of Emergency Management.

SECTION 23 - FIRE INVESTIGATIONS

The Department agrees to ensure that its officer in charge at all fire scenes attempts to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause of a fire, or if the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal's Office and/or law enforcement to conduct an investigation and provide scene security. The Department may also ask for a response from the Fire Marshal's Office for all situations that include injuries or deaths involving fires, explosions, or burns.

All suspicious or incendiary woods, grass, or brush fires shall be reported immediately to the North Carolina Forest Ranger and the fire scene shall be secured until the Forest Ranger arrives.

The Department agrees to provide whatever reasonable assistance is needed by the Fire Marshal's Office staff and/or North Carolina Forest Ranger at the fire scene.

The County agrees, at the conclusion of the fire origin and cause determination, to complete the investigation module of the incident report in the County's records management system and to provide the Department with a copy of the County's incident report in a timely manner for the Department's required entry into its fire reporting software.

SECTION 24 - NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

The National Incident Management System (NIMS) is a presidential directive that is a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly and manage incidents involving all threats and hazards—regardless of cause, size, location, or complexity—in order to reduce loss of life, property and harm to the environment. The Department shall use NIMS on all incidents.

SECTION 25 - FIRE DISTRICT

The Department has a primary District and the property lying within the boundaries of the District is identified in Exhibit “C.”

SECTION 26 –MUTUAL AID AGREEMENT

N.C.G.S. § 58-83-1, authorizes mutual aid assistance between fire departments whereby full authority may be exercised for fire departments to send firefighters and apparatus beyond the territorial limits which they normally serve.

The Emergency Management Department, the Fire Marshal, or another agency may notify the Department that its automatic or mutual aid is needed. When the Department is notified that an emergency does in fact exist and Department's aid is needed, the Chief or another person delegated that authority by the Chief, shall have the authority to order available apparatus, equipment, and personnel as may be required and available to respond to assist with the emergency. The Chief or other person delegated authority by the Chief shall first determine that the automatic aid or mutual aid request may be honored without impairing the Department's capacity to provide protection within its own jurisdiction. When that determination is made, the Chief or other person delegated authority by the Chief may take appropriate action with regard to furnishing the requested aid.

The Department providing assistance shall be responsible for the conduct and actions of its personnel and the costs arising out of the personnel and the use of apparatus, equipment or tools.

SECTION 27 - DISPUTE RESOLUTION AND FORUM SELECTION

This Agreement shall be governed by and in accordance with the laws of the State of North Carolina without regard to its conflict of laws rules. All actions relating in any way to this Agreement shall be brought in the General Courts of Justice in Brunswick County, North Carolina. Any mediation of any dispute arising under this agreement shall be conducted in Brunswick County, North Carolina unless both parties agree on some other location.

The County and the Department recognize, acknowledge and agree that either party's resort to formal legal proceedings may involve substantial commitments of time and resources and may cause unnecessary disruption of the service each party provides to the community; therefore, to the extent that either party contends the other has failed to meet the obligations of this Agreement, the parties agree that they will follow the pattern for dispute resolution set forth hereafter:

- A. **Injunctive Relief.** Notwithstanding the provisions of this Section 27, either party may bring an action in a court having jurisdiction in equity for immediate and emergency injunctive relief. Any such action or actions in a court exercising its emergency powers in

equity for preliminary or permanent injunctive relief shall be deemed an exception to the requirement that any claim be first submitted to mediation as detailed herein.

B. Mandatory Pre-filing Mediation. Except as provided in Subsection 27 A., before either Party initiates a lawsuit, the parties agree to participate in mediation. Mediation shall be conducted within forty-five (45) days (or such other period as is mutually agreeable to the parties) from the time when one party sends written demand to the other. Unless the parties agree otherwise, the Mediator shall be a mutually agreed upon North Carolina Superior Court Mediator. The mediation shall be conducted in accordance with the Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions and in accordance with the rulings of the N. C. Dispute Resolution Commission. Unless otherwise agreed, each Party will bear its expenses in pursuing mediation, and the parties will share equally in the fees charged by the Mediator. Any statute of limitations will be tolled for the period from the demand for mediation through the conclusion of the mediation.

C. Litigation If Mediation Unsuccessful. In the event that the Parties participate in mediation as provided in Section 27 B, but do not resolve the issues between them in the mediation process, or if a Party violates this agreement by refusing to participate in mediation, either Party may file a lawsuit in the General Court of Justice in Brunswick County.

SECTION 28 - SEVERABILITY

The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties. The parties shall endeavor in good faith to replace any invalid, illegal, or unenforceable provisions with a valid provision, the rights, and obligations of which come as close as practicable to that of the invalid, illegal, or unenforceable provision.

SECTION 29 - TERM AND TERMINATION

29.1 Term: This Agreement shall commence on the Effective Date and shall remain in full force and effect for an initial one (1) year period ("Initial Term") unless earlier terminated as provided herein. Upon the expiration of the Initial Term and each subsequent renewal term, this Agreement shall automatically renew for an additional term of one (1) year periods thereafter, based on the County's fiscal year period from July 1st through June 30th of each year; unless modified by mutual Agreement or terminated by either party as provided herein.

29.2 Termination: This Agreement may be terminated as follows:

29.2.1 For Cause: By either party, hereto in the event the other party breaches any of its material obligations hereunder; provided, that the procedure set forth in Section 11 shall be completed before the contract is terminated.

29.2.2 Non-renewal: The parties hereto may terminate this Agreement upon written notice to the other party no later than ninety (90) days prior to (a) the expiration of the initial one (1) year term, or (b) the expiration of any one (1) year renewal period thereafter; and

- 29.2.3 Insolvency: By either party hereto in the event the other party (i) is adjudicated insolvent, under state and/or federal regulation, or makes an assignment for the benefit of creditors; (ii) files or has filed against it, or has an entry of an order for relief against it, in any voluntary or involuntary proceeding under any bankruptcy, insolvency, reorganization or receivership law, or seeks relief as therein allowed, which filing or order shall not have been vacated within sixty (60) calendar days from the entry thereof; (iii) has a receiver appointed for all or a substantial portion of its property and such appointment shall not be discharged or vacated within sixty (60) calendar days of the date thereof; (iv) is subject to custody, attachment or sequestration by a court of competent jurisdiction that has assumed of all or a significant portion of its property; or (v) ceases to do business or otherwise terminates its business operations, is declared insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement or similar proceeding.
- 29.3 Notices: All notices required in this Section 29 shall be reasonably specific concerning the cause for termination and shall specify the effective date and time of termination.
- 29.4 Effect of Termination: Termination of this Agreement for any reason shall not release any party hereto from obligations incurred under this Agreement prior to the date of termination. All services required to be performed under the terms of this Agreement shall be provided through the effective date of termination, and all payments which come due from the County to the Department through the effective date of termination shall be paid.

SECTION 30 - NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person; by overnight courier; or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following addresses:

IF TO BRUNSWICK COUNTY:

County Manager
30 Government Center Drive NE
Bolivia, NC 28422

IF TO FIRE DEPARTMENT:

XXXXXX
XXXXXXXX
XXXXXX

SECTION 31 – AMENDMENT/ASSIGNMENT

This Agreement may not be amended except in writing signed by the parties hereto. The parties also agree that this Agreement is not transferable or assignable by either party without the written consent of the other party to this Agreement which shall not be unreasonably withheld.

SECTION 32—DEPARTMENT’S COMPLIANCE WITH CHAPTER 55A AND CORPORATE REGULATING DOCUMENTS

In the event of a merger, the Department will comply with the provisions of its Articles of Incorporation, its Bylaws, and the provisions of Article 11 of Chapter 55A of the General Statutes of North Carolina. In the event of a transfer of assets, the Department will comply with the provisions of its Articles of Incorporation, its Bylaws, and the provisions of Article 12 of Chapter 55A of the General Statutes of North Carolina. In the event of a distribution, the Department will comply with the provisions of its Articles of Incorporation, its Bylaws, and the provisions of Article 13 of Chapter 55A of the General Statutes of North Carolina. In the event of dissolution, the Department will comply with the provisions of its Articles of Incorporation, its Bylaws, and the provisions of Article 14 of Chapter 55A of the General Statutes of North Carolina.

SECTION 33—COUNTY’S INTEREST IN PROPER ACQUISITION AND DISPOSITION OF DEPARTMENT PROPERTY

The County provides the funding for ongoing operations of the Department. The Department is dependent on the County funding, for hiring employees, maintaining the Department’s equipment and for adding and maintaining its fire station(s) that it has, and for purchasing new or replacement equipment, and for many other things. The Department is an independent non-profit corporation with its own Articles of Incorporation, By-laws, Board of Directors, officers, employees, real estate, equipment, and other property.

For the expenditure of Fire Fees, the Department shall comply with all County purchasing and contracting policies. Per Session Law 2017-60, the Department shall bring any purchase in excess of ten thousand dollars (\$10,000) for approval to the Fire Oversight Committee as required by Session Law 2017-60. If the Department receives any funding from a federal agency, the Department shall adopt a procurement policy which meets federal standards.

Within the confines of its Articles of Incorporation, its Bylaws and Chapter 55A of the General Statutes, The Department will obtain a reasonable value for any property it owns having a substantial value of more than \$25,000.00, that has been purchased in whole or in part with County funding. The County, as well as Fire Departments within the County, shall have the option to purchase the property prior to the property being offered to an outside organization. Any proceeds obtained from the sale of property acquired, in whole or in part, with Fire Fees shall be used in the same manner as Fire Fees.

In the event of a breach of this section, the procedure set forth in Section 11 shall be followed.

SECTION 34—DISPOSITION OF DEPARTMENT’S PROPERTY

Subject to the limitations provided in Section 32, and Section 33, the Department and the County agree as follows:

1. Whether as a result of a merger, transfer of assets, distribution, dissolution, or for another reason, the Department chooses to sell some of its property which was purchased in whole or in part with funds provided by the County, the Department shall notify all the other fire departments within the County, and the County itself, specifically describing the property, and stating what the Department considers to be the fair market value of the property. The other fire departments and the County shall have thirty (30) business days after notification to

purchase the property at the asking price on a first come first serve basis. If neither Brunswick County nor any other fire department within Brunswick County wishes to purchase the property within thirty (30) business days, the Department may offer the property for sale to any purchaser. If the Department receives an offer to purchase which is less than its asking price but which it is willing to accept from outside Brunswick County, the Department must notify Brunswick County and the other fire departments within Brunswick County of the offer and give the County and the other fire departments five (5) business days to match the offer to purchase. If neither Brunswick County nor any fire department within the county matches the offer within the five (5) business days, the Department may accept the offer it has.

2. If the Department is dissolved, merged, or if there is a distribution or transfer of assets which are included within the provisions of this Section, the Department will, to the extent that it owns assets, liquidate its assets and pay its debts, or arrange that the surviving entity to whom assets may be transferred will complete payment of all its debts and obligations.
3. If the Department is dissolved, merged, or if there is a distribution or transfer of assets which are included within the provisions of this Section, and if Chapter 55A allows or requires that assets remaining after the payment of debts be distributed to other non-profit corporations, the Department will transfer any remaining assets in the following order of priority:
 - a. To a non-profit entity or government entity providing fire protection within the District of the Department.
 - b. If there is not a non-profit entity or government entity as described in a., then to the County or another non-profit corporation or government entity providing fire protection within Brunswick County.
 - c. If there is not a non-profit entity or government entity providing fire protection within Brunswick County to whom the property can be transferred, then the Department may transfer their assets to a non-profit entity or government entity as they see fit.

SECTION 35 - E-VERIFY

Pursuant to N.C.G.S. § 143-133.3, the County is required to ensure entities with which it contracts, and the contractor's subcontractors, comply with Article 2 of Chapter 64 of the North Carolina General Statutes. These are requirements related to the use of E-Verify. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. The Department agrees to ensure that the Department and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

SECTION 36 - NO WAIVER

Failure of a party to enforce any of the provisions of this Agreement at any time, or to request performance by the other party pursuant to any provision of this Agreement shall in no way be construed as a waiver of any such provision, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the non-enforcing party to enforce each and every provision of this Agreement.

SECTION 37 - MUTUALLY-DRAFTED AGREEMENT

The Department and the County hereby acknowledge that each participated in the negotiation and drafting of this Agreement. Accordingly, the Department and the County agree that any rule of construction of contracts allowing for the interpretation of this Agreement to be construed against the drafting party is inapplicable to this Agreement.

SECTION 38 - HEADINGS

The Section headings used herein are for reference and convenience only and shall not enter into or affect the interpretation and enforcement of this Agreement by either party.

SECTION 39 - ENTIRE AGREEMENT; MERGER

The terms and provisions herein contained constitute the entire agreement by and between the County and the Department and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; except, that this Agreement shall not be construed to supersede any existing and applicable Automatic Mutual Aid Agreements.

SECTION 40 - COUNTERPARTS

This Agreement may be executed in several counterparts, all of which shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the same counterpart.

SECTION 41 - AUTHORIZATION

Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery, and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

(ALL SIGNATURES ALL LOCATED ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF the Department, pursuant to a resolution duly adopted by its Board of Directors, has caused this instrument to be duly executed in its name by the President of its Board of Directors and attested by its Secretary and Chief, and the County has caused this instrument to be duly executed in its name by the County Manager, pursuant to a resolution duly adopted by the County Board of Commissioners, and attested by its Clerk.

This ____ day of _____, 20____.

BRUNSWICK COUNTY

ATTEST:

Clerk to the County Board of Commissioners by: _____
County Manager

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

XXXXXXX FIRE DEPARTMENT

ATTEST:

Secretary, Board of Directors by: _____
President/Chairperson, Board of Directors

Chief of Department

EXHIBIT “A”
Session Law 2017-60

DRAFT

EXHIBIT “B” INSURANCE REQUIREMENTS

The Department shall take out and maintain, during the life of this Agreement, contract, and the following insurance coverage:

1. Comprehensive Automobile Liability Insurance with combined single limits of at least \$1,000,000.00 per occurrence. Coverage shall be provided under a symbol “1”. Coverage shall apply, on an excess basis for hired, borrowed and non-owned vehicles. Coverage shall apply, on a primary basis, for commandeered vehicles. Volunteers or employees shall be considered Insured, and volunteers and employees shall have coverage excess of their personal auto liability limits when they are using their vehicles on behalf of their insured department. Fellow members’ liability shall be provided. Auto pollution liability shall be included in the coverage.

Automobile collision and comprehensive coverage for emergency vehicles, other than private passenger vehicles, shall be provided on an agreed value basis. Coverage shall apply to owned and/or leased vehicles. The Department should attempt to set the agreed value at an amount that will replace the vehicle with a new vehicle, built to similar specifications and brought up to current NFPA, DOT or other national specifications. Coverage shall apply, on a primary basis, to hired, borrowed and commandeered vehicles. Coverage will be on an actual cash value basis for the hired, borrowed and commandeered vehicles.

2. Comprehensive General Liability Insurance with limits of at least \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. The aggregate shall apply per named insured and per insured location. The policy shall include the following coverage: Volunteers or Employees as Insured, Medical Malpractice, Good Samaritan Liability Coverage, Intentional Acts Coverage for both Bodily Injury or Property Damage, fellow Member Liability, Non-owned Watercraft, Fire Damage Legal Liability with Limits of \$1,000,000.00, Pollution Liability arising out of Emergency Operations away from the Department’s Premises, Training Activities or Equipment Washdowns.
3. Directors and Officers Liability Insurance with Limits of at least \$1,000,000.00 per occurrence with \$3,000,000.00 aggregate. This policy shall include coverage for prior acts. The Insured shall include current volunteers and employees, former volunteers and employees and any persons or organizations providing service to the Department under an automatic aid Agreement and mutual assistance contract or similar Agreement.
4. Umbrella Liability Insurance with Limits of at least \$ 1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The umbrella policy shall provide excess coverage over the Auto Liability Policy, General Liability Policy and the Employer’s Liability Section of the Workers Compensation Policy. Volunteers and employees shall be included as Insured.
5. The Department shall maintain Property Insurance protecting against the risk of direct physical loss or damage. The policy covering the building shall be written on a Guaranteed Replacement Cost Basis with coverage included for Building Ordinance, Flood and Earthquake. Coverage shall include the replacement cost of Commandeered Property including coverage for Loss of Use. The radios furnished by the County for base units shall be covered. Contents coverage shall be provided on a replacement cost basis. Coinsurance penalties shall not apply.

6. Portable Equipment Coverage shall be provided protecting against the risk of direct physical loss or damage, including electrical surges. The radios provided by the County for use as mobile units shall be covered. Coverage shall be provided on a Guaranteed Replacement Cost Basis.
7. The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy shall name the County of Brunswick as an additional insured. The Department shall furnish the County of Brunswick with certificates of insurance showing the type of policy, limits of liability, the name of insurance companies, policy numbers, effective dates and expiration dates of policies.
8. The Department shall obtain a Fidelity Bond for at least one and one-half times the department's annual budget, that covers anyone within the Department that handles the funds of the Department.

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**EXHIBIT “C”
FIRE DISTRICT**

DRAFT

STATE OF NORTH CAROLINA

FIRE SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____ by and between BRUNSWICK COUNTY, hereinafter referred to as the “County,” and XXXXX DEPARTMENT hereinafter referred to as the “Department.” (collectively, the “Parties” and individually as a “Party”).

WITNESSETH:

- WHEREAS,** the Department has a recognized history of dedicated service, having provided essential fire protection and other related emergency services to the citizens of Brunswick County for all of the years of its existence; and
- WHEREAS,** the County and Department desire to contract with each other for the mutually agreed and mutually recognized goal of attempting to achieve the highest levels of protection to the persons who live, work, or are otherwise present in the County; and
- WHEREAS,** this Agreement is authorized by North Carolina General Statutes Sections 153A-11 and 153A-13 and N.C.G.S. Chapter 153A, Article 11 and by Session Law 2017-60; and
- WHEREAS,** the Department is incorporated as an independent nonprofit corporation organized pursuant to Chapter 55A of the North Carolina General Statutes and is operating as a nonprofit volunteer fire department within Brunswick County, North Carolina; and
- WHEREAS,** the fire districts of Brunswick County have boundaries defined by descriptions on file in the Brunswick County Fire Administrator’s Office; and
- WHEREAS,** the Department has acquired and owns equipment, land, and buildings for the operation of the Department; and
- WHEREAS,** the Department employs trained, experienced and skilled personnel and has trained, experienced and skilled volunteers; and
- WHEREAS,** the County is contracting with the Department to provide service within the area as further defined in Section 1 (9) (the “District”).

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

SECTION 1 – DEFINITIONS

1. Audit: An audit as required in Session Law 2017-60.
2. Agreement: This Fire Services Agreement, together with Exhibits “A,” “B,” and “C,” each of which is incorporated herein by reference as an integral part of this Agreement.

3. Applicable Law: All laws, rules, regulations, ordinances, codes, standards, orders, and actions of any and all governmental bodies, agencies, authorities, and courts that may now or hereafter be applicable to the performance of duties under this Agreement.
4. Board of Commissioners: The Brunswick County Board of Commissioners.
5. Board or "Board of Directors": The Department's Board of Directors is the group of natural persons vested by the corporation with the management of the Department's affairs whether or not the group is designated as directors in the articles of incorporation or bylaws, pursuant to N.C.G.S. § 55A-1-40.
6. Capital Expenditure: All expenditures for purchases of buildings, building additions, alterations, repairs or improvements and all expenditures for or purchases of additional or replacement furniture, machinery, vehicles or equipment, hardware or software, where the cost of such expenditure or purchase is ten thousand dollars (\$10,000.00) or more.
7. Capital Item: The actual property which was purchased or otherwise received by the Department as a Capital Expenditure.
8. CPA: Certified Public Accountant.
9. District: The designated area that the Department is contracted to serve, which for purposes of this Agreement is the _____ Response District, as further shown on the Fire Districts Map.
10. Effective Date: The effective date is July 1, 2019.
11. BCEMS: Brunswick County Emergency Medical Services.
12. Existing Debt: Any legally enforceable secured or unsecured obligation to pay money.
13. Fire Chief: The Chief of the Fire Department.
14. Fire Districts Map: The most current version of the Brunswick County Fire Insurance Districts Map on file in the office of the Fire Marshal.
15. Fire Marshal: The Brunswick County Fire Marshal.
16. Fire Administrator – The Brunswick County Fire Administrator.
17. Fire Oversight Committee: A committee established pursuant to Session Law 2017-60 for approval of all non-municipal purchases over \$10,000.
18. Fiscal Year: July 1st through June 30th.
19. Services: Fire protection, emergency rescue, medical first responder, and associated emergency-related services, and those activities undertaken by the Department in furtherance of fulfilling the above.

Deleted: 2018

20. Session Law 2017-60: Local legislation enabling Brunswick County Fire Fees, a copy of which is attached as Exhibit A.

SECTION 2 - PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the County will contract with the Department, to establish standards for the Department in providing firefighting and fire prevention services and other emergency services during emergencies and disasters, and to provide for efficient firefighting and emergency services to the persons who live, work and/or are otherwise present in the County.

SECTION 3 - SERVICES FURNISHED BY THE DEPARTMENT

The Department agrees to provide its Services throughout the District and elsewhere in accordance with the standards and other requirements in a manner that complies with all Applicable Law, including by illustration, but not limited to, those applicable rules and regulations of the North Carolina Department of Insurance and the Insurance Services Office, Inc. The Department further agrees to provide the Services to all persons and property present in its assigned District in accordance with the standards and other requirements set forth in this Agreement in a professional, efficient, and workmanlike manner.

The Department agrees to provide the following services upon request during times of emergencies:

- (1) To furnish and provide continuing fire protection service and other emergency services to all residents of the fire district, to all persons present in the District, and to all real and personal property lying within the boundaries of the District and to other areas of the County as may be agreed to in automatic mutual aid agreements with other fire departments within the County;
- (2) To the extent the Department chooses to operate a Medical Responder program, the Department shall adhere to EMS system guidelines established for the operation of Medical Responder programs in Brunswick County and shall adhere to the Brunswick County EMS System Continuing Education Program. A change in the level of medical services shall require a 120-day notice to the County Manager;
- (3) To provide technical rescue services if the Department holds a certification through the North Carolina Association of Rescue and Emergency Medical Services or has obtained training on a rescue service discipline. Such services shall be performed inside the scope of practice of the certification(s), or training to the County and within the District and other locations when called to provide those services by the County or another fire department (s) or rescue squad(s). A change in the level of technical rescue services shall require a 120-day notice to the County Manager;
- (4) To provide lifesaving and property protection measures as necessary;
- (5) To provide search and rescue services;
- (6) To perform evacuation;
- (7) To respond to motor vehicle accidents;
- (8) To clear roads to allow emergency service vehicles to reach their destinations.
- (9) To perform hydrant flow and operational testing on the hydrants in its District and to make notes of needed repairs or maintenance, and to provide work orders for that service to Brunswick County Public Works; and

- (10) The Department will respond to emergency calls from the 911 Communications Center, the Department Chief or his/her designee, or the County Fire Marshal, County Fire Administrator when and where needed to the extent possible, considering the quantity of calls, and the assignment of available personnel to other emergencies when the call comes, and the equipment available to be used in the response., and the budget of the Department.
- (11) To conduct pre-fire plans on all structures other than one and two-family dwellings within their response district.

SECTION 4 SERVICES FURNISHED BY THE COUNTY

In accordance with this Agreement, and at the County's sole expense outside the scope contractual funding of the Department pursuant to this Agreement, the County agrees to furnish the following services to the Department:

- (1) 911 communications and dispatch;
- (2) Fire investigation services when requested by the Incident Commander;
- (4) Emergency scene assistance services in support of the Department's efforts;
- (5) Maintenance of the County radio system;
- (6) Assistance to the Department with fire prevention and community awareness programs within the Department's District;
- (7) A staffed EMS ambulance and/or medical services rehab unit with certified Advanced Life Support (ALS) personnel at all structure fires or other emergency scenes with extended time periods for the medical monitoring of the firefighters and other emergency workers on the scene;
- (8) A staffed EMS ambulance and medical services rehab unit as requested on the scene of any live fire training within the District, provided that the Department has given at least thirty (30) days notice to the BCEMS of such live burn;
- (9) Incident reporting software, and when applicable and necessary, software updates and annual software support, provided that personnel information and data entered into such software shall be the sole and exclusive property of the Department, except as may otherwise be required by law or by court order; and
- (10) Such additional services and support as may be needed and mutually agreed between the County and the Department as circumstances may dictate from time to time.

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SECTION 5 – DEPARTMENT'S NON-PROFIT CORPORATION STATUS

The Department agrees to maintain its nonprofit corporation status pursuant to Applicable Law, including without limitations the United States Internal Revenue Service (IRS) regulations and Chapter 55A of the North Carolina General Statutes at all times during the term of this Agreement. In the event that the Department loses its non-profit corporation status with the Internal Revenue Service, the Department shall promptly, but in no event later than five (5) days from the time when the Department receives notice thereof, report the loss of the non-profit corporation status to the County. If the Department loses the non-profit corporation status, the County may terminate this Agreement in accordance with Section 29 after the procedure set forth in Section 11 has been concluded. If the Department is then dissolved, merged or transfers its assets, it shall comply with Section 32 and then convey and distribute all rights, title and interest in and to all property it holds pursuant to Section 34 herein so long as there is no violation of Section 32.

The Department will establish safeguards to forestall the appearance of or actual conflicts of interest or personal gain including, but not limited to the adoption of an ethics policy.

The Department will comply with all State and Federal laws applicable to the Department as a non-profit corporation.

The Department shall provide a copy of the most recent IRS Form 990 to the County.

The Treasurer of the Department shall be bonded for at least one and one-half times the department's annual budget as required by Session Law 2017-60.

The Department shall ensure that two authorized signatures are required on checks written against an account in the Department's name.

SECTION 6 - INSURANCE SERVICES OFFICE RATING

The Department agrees to engage in efforts to maintain or improve its rating (as of the Effective Date of this Agreement) with the North Carolina Department of Insurance and the Insurance Services Office, Inc., ("ISO") throughout the term of this Agreement. The Department agrees that in no event will it have an ISO rating worse than a 9S within five (5) road miles of the main station or substation(s), and 9E outside five (5) road miles but within six (6) miles of the main station or substation(s). If any part of the fire district lies further than six (6) road miles from the main station or substation and is classified as a Class 10 rated area, the Department shall endeavor in good faith and with due diligence to work with the County to eliminate such areas. In the event that the Department's ISO rating is lost solely due to the Department's inability to meet the required ISO standards, or if the Department is placed on probation by the North Carolina Department of Insurance, the Department agrees immediately to undertake and to implement such reasonable actions as may be deemed advisable by the Department and the County to improve its ISO rating to a level reasonably achievable under the circumstances as they exist at that time. The Department shall prepare and submit a plan to obtain its previous ISO rating again within a one (1) year period to the County. The plan shall be submitted within 30 days of the time when the Department is notified of having an area classified as a Class 10. The plan shall include specific steps to be taken to attain the previous ISO rating, including, without limitation, a project timeline and the projected costs associated with taking the corrective action. The Department shall then implement the plan, if funds are available from the funding provided by the County under this Agreement.

The Department shall also allow periodic inspections by the Brunswick County Fire Administrator for the purpose of determining that the Department is meeting the standards set forth by the North Carolina Department of Insurance for its rating class. The inspections are at the County's discretion and the County shall give the Department a minimum of seven (7) days' notice, before the inspection. The County Fire Administrator shall file a written report with the County Manager verifying whether the Department meets or does not meet the minimum requirements of the North Carolina Department of Insurance for their rating class. In the event that the Department does not meet minimum requirements as specified, the procedure set forth in Section 11 shall be followed.

In the event the Department believes its rating was lowered due to the action of the County, the Department shall notify the County Manager. For example: If the County's communication center or the County's water system receives a reduction of points from the ISO inspection, the County shall work with the Department to quickly improve their possible score related to the ISO rating.

SECTION 7 – RESPONSE TIMES

The Department and the County mutually agree that response times are an essential component to providing an acceptable level of service to the community. The County and the Department agree to collaboratively monitor response times and develop strategies to address any response time concerns. Response time will be measured beginning with dispatch time as reported in the Computer Aided Dispatch (“CAD”) Event Report and ending with the On-Scene Time as reported in the CAD Event Report. Emergency Incident on scene times will be measured when the first Department apparatus arrives on the scene. The Department shall allow periodic inspections by the Brunswick County Fire Administrator for the purpose of determining that the Department is meeting the mutually agreed-upon response times. The inspections are at the County’s discretion and may be without notice. The County Fire Administrator shall file a written report with the County Manager verifying whether the Department meets or does not meet the established response times. In the event that the Department does not meet the mutually agreed-upon response times, the procedure set forth in Section 11 shall be followed.

SECTION 8 - PROCESS FOR FIRE DEPARTMENT FUNDING

In order to assist the County with establishing the amount of the annual appropriation to the Department for providing the Services, the Department agrees to conform to the County’s budget calendar and to participate in the County’s budget processes for adoption of the Fiscal Year budget. The Department agrees to submit a budget request approved by its Board of Directors to the County Manager based upon the Department’s estimate of the costs of providing service for the upcoming fiscal year. The Department agrees to provide its budget submittal in a form specified by the County. The Department shall provide in its budget submittal sufficient information for the County to determine the source(s) and estimated amounts of all revenue anticipated by the Department for the coming Fiscal Year. Throughout this Agreement, the parties have agreed upon the information the Department is required to provide to the County, and the access the County shall have to the Department’s books and records.

To plan for budget allocations for the next fiscal year, and for the future, the Department agrees:

- (i) to submit to the County a current and complete replacement schedule for Capital Items;
- (ii) to allow the County’s Fire Administrator, or designee, upon reasonable notice, to visit any of the Department’s stations and perform an inventory of all Capital Items; and
- (iii) if the Department requests any increase in salaries and wages over the previous Fiscal Year’s appropriation, to submit to the County the aggregate amount of the increase and the amount by position type or classification (e.g. directors, fire chief, deputy chief(s), assistant chief(s), captain(s), lieutenant(s), medical officer(s), safety officer(s), firefighters, emergency medical technicians, administrative assistant(s), etc...).

In accordance with N.C.G.S. § 159-11, the County Manager, as the County’s statutory budget officer, will make a budget recommendation to the Board of Commissioners. Pursuant to the budgetary authority set forth in N.C.G.S. § 159-13, the amount appropriated to the Department for Fiscal Year 2019-2020, and for any Fiscal Year thereafter that this Agreement remains in effect, is ultimately determined and adopted by the Board of Commissioners as deemed in its discretion as sufficient and proper.

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SECTION 9 - COLLECTION OF FIRE FEES

It is understood and agreed by the parties that the amount of the Fire Fees imposed by and through the Board of Commissioners will necessarily be an estimate of the Fees required to generate anticipated revenues. The total amount of revenue generated will necessarily depend upon the collection rate in a given Fiscal Year. If the amount of revenue generated by a Fire Fees is greater than anticipated, the amount in excess of the approved total appropriations to the Department will be delivered quarterly by the County to the Department for the sole benefit of the Department. The Department shall use any such excess funds prudently and for non-recurring expenditures. The use of such 'excess funds' will be denoted in the following years budget package.

SECTION 10 - PAYMENT OF FUNDS TO THE FIRE DEPARTMENT

Brunswick County agrees to make advance payments of anticipated Fire Fee collections for fiscal year 2019-2020 to the Department as appropriated by the Board of Commissioners to be advanced in quarterly payments in the amount of twenty-five per cent of the annual appropriation, beginning the first quarter after July 1, 2019. Quarterly distributions will not be made until the quarterly financial packet has been received from the Department's bookkeeper/accountant, along with all other county required documentation by date due and as required by this contract and Session Law 2017-60. Funding will not be released until seven (7) days after the approval of payment by the Finance Department. After each fiscal year, a reconciliation of advances and actual collections shall be made: any deficit shall be subtracted from prior year's collections until the deficit is satisfied; the department will receive any prior years' collections in excess of payments advanced on a quarterly basis.

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SECTION 11 – BREACH OF CONTRACT-- SUSPENSION OF FUNDING—PROCEDURE

In the event the Department fails to comply with the requirements of this Agreement, the quarterly payments may be suspended; however, the parties understand and agree that fire protection and other emergency services are critical to the health, safety, and welfare of the citizens of Brunswick County, and that it is impossible for the Department to provide those services without adequate funding; therefore, when the County determines that the Department has failed to comply with the requirements of this Agreement, before the County suspends the quarterly payments, the parties will proceed as follows to prevent the disruption of services.

A. The County Fire Administrator shall notify the Chief of the Fire Department in writing of the deficiencies, specifying all items to be changed, improved, or stopped. Service of notice on the Fire Chief shall be notice to the Department.

B. After it receives notice, the Department shall have thirty (30) days to cure any such deficiencies. At the expiration of the 30-day cure period, the County shall make a second inspection to determine if the deficiencies have been cured.

C. If, after the inspection, the County's Fire Administrator determines that the deficiency or deficiencies have not been cured, and that sufficient efforts to cure the deficiency or deficiencies have not been undertaken, the Fire Administrator shall notify the County Manager and Chief of the Department in writing. Service of notice on the Fire Chief shall be notice to the Department.

D. After notice to the Fire Chief, the County Manager may suspend payments by the County to the Department until such time as the Department shall meet the minimum requirements of this agreement.

E. In the event that the County does suspend payments, the Department may continue to work to make a timely correction of the deficiencies. If the Department believes it has cured the deficiencies after payments have been suspended, it may request an additional inspection by the Fire Administrator. After the inspection, the Fire Administrator shall review the suspension of payments and make recommendations in writing stating reasons therefor as to whether or not the suspended payments should be re-instated to the County Manager

F. If the Department disagrees with the findings of the Fire Administrator's second inspection, the Department may appeal the findings directly to the County Manager in writing within fifteen (15) days of the receipt of the Fire Administrator's report.

G. If at any time in the above appeals process set forth in F., the County or the Department reasonably believes that the Fire Administrator may be incorrect in the evaluation of the Department related to Section 6, the Department or the County can request an external North Carolina Response Rating Schedule (NCRRS) subject matter expert to be hired to perform an evaluation of the Department and compare such evaluation to the Fire Administrator's findings to ensure accuracy. The hiring of the external subject matter expert shall be mutually agreed upon by both parties. Upon completion of the evaluation, the external subject matter expert shall supply both the Department and the County Manager with a copy of the findings in a formal report. The report shall not be binding on the parties; however, the County shall consider such findings as a part of its decision regarding the potential suspension of quarterly payments under this Section 11. The non-prevailing party shall bear the cost of the external subject matter expert evaluation.

SECTION 12 - BOOKS AND RECORDS OF THE DEPARTMENT

The Department as a self-standing non-profit corporation, agrees to generate and maintain all required records and data and shall maintain such records and data required of a fire department, and of a non-profit corporation. The Department's financial records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP). The Department agrees that the County will have reasonable access to its books, records and audit reports with the exception of personnel files. The Department agrees to provide adequate documentation of all of its receipts and disbursements, including without limitation, those related to the expenditure of any funds appropriated and disbursed to the Department under this Agreement. Any documents requested pursuant to this section shall be provided to the County within fifteen (15) working days.

The Department shall provide the contact information of the board of directors, Chairperson of the Board, and the Fire Chief to the County. The County shall be notified by the Department of any change of these positions within thirty (30) days.

The Department agrees that when the quarterly report is made each quarter, the accountant for the Department will certify to the County whether or not all employee withholding taxes have been reported and paid during the previous quarter to the Internal Revenue Service and to the North Carolina Department of Revenue.

The Department agrees to utilize the incident reporting software provided by the County pursuant to Section 4 of this agreement. The Department shall run reports no less than quarterly.

SECTION 13 - BRUNSWICK COUNTY FIRE CHIEF ASSOCIATION

The Department may participate, through membership, in the Brunswick County Fire Chiefs Association, in an effort to meet the following objectives of the Brunswick County Fire Chiefs Association:

- A. To coordinate the efforts of the Fire Departments of Brunswick County.
 - 1) To promote the exchange of information among all fire departments;
 - 2) To assist in the training of all firefighters within Brunswick County;
 - 3) To keep all fire departments informed of the quality and quantity of equipment being used among the fire departments in Brunswick County; and
 - 4) To keep all fire departments informed about new or existing equipment, and ways that fire departments are being operated across the United States, North Carolina, and locally.
- B. To maintain a liaison with Brunswick County, the Fire Administrator, Brunswick County Law Enforcement Agencies, the Board of County Commissioners of Brunswick County, and all other governmental agencies which may be willing or able to assist in promoting excellence in fire protection; and
- C. To keep all fire departments within Brunswick County abreast of the benefits (local, state and federal) available firefighters and their families.

SECTION 14 - INSURANCE REQUIREMENTS

The Department shall maintain insurance coverage as specified in Exhibit B. The Department may purchase such other coverage as it may deem appropriate for the protection of the Department, its employees, members or personnel. Copies of all certificates of insurance shall be provided to the County.

SECTION 15 - INDEPENDENT CONTRACTOR

The Department is an independent contractor providing a necessary public service to citizens of Brunswick County. No board member, officer, employee, or agent of the Department is or shall be considered an employee of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms.

The County and the Department agree that the Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Department's acts or omissions.

Being a party to this contract and performing it shall not create any liability for the County to provide any benefits, including, without limitations, participation in pension plans, to the Department, its officers, agents, or employees.

SECTION 16 – INDEMNIFICATION, AND ADDITIONAL INSURED COVERAGE

The Department agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of any kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action arising solely and singularly from any act or omission by the Department, its officers, agents, and employees, up to the limits of insurance as detailed herein.

The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy shall name the County of Brunswick as an additional insured. The Department shall furnish the County of Brunswick with certificates of insurance showing the type of policy, limits of liability, the name of insurance companies, policy numbers, effective dates and expiration dates of policies.

SECTION 17 – FIRE, RESCUE AND MEDICAL REPORTS

The Department agrees to complete an incident report immediately following all fires, or as soon thereafter as reasonably practicable. The Department agrees to forward a copy of all incident reports to the Fire Administrator at the end of each quarter in accordance with N.C.G.S. § 58-79-45.

The Fire Department also agrees to make medical reports available to the County's EMS provider. The disclosure of medical reports or other data pertaining to personally identifiable health information shall be made to the EMS provider in accordance with all Applicable Law.

The incident reports and medical records may be inspected at any time by the Brunswick County Fire Administrator.

SECTION 18 - FINANCIAL INFORMATION

The County has a legitimate interest in assurance that the funds it provides to the Department are used to provide the services described in Section 3. To that end, annually, the Department will employ a CPA firm to perform an audit as required by Session Law 2017-60.

In the event that the CPA firm identifies any deficiencies during the course of the Audit, the Department shall provide to the County an explanation for any such deficiencies as well as a plan of corrective action including timeframes for correction as is mutually-agreed upon in writing by both the Department and County. Should the Department be unwilling or unable to correct the deficiencies identified within the required timeframes, after the procedure in Section 11 is concluded, the County may terminate this contract in accordance with Section 29.

The Fire Department shall contract for quarterly bookkeeping/accounting services from an independent accountant for each fiscal year July 1 through June 30. As required by Session Law 2017-60, the independent accountant must be approved in advance by the County Finance Officer. The Fire Department is to submit all invoices, cash receipts, bank statements with canceled checks or facsimiles, check registers or stubs, and other financial source documents to the accountant within fifteen (15) days of the end of each fiscal quarter. The accountant is to provide a monthly bank reconciliation, itemized schedule of disbursements and receipts, quarterly and year-to-date financial report for each quarter to the County Finance Officer within forty-five (45) days of the end of each

fiscal quarter. Funding will not be disbursed until the complete quarterly financial report is accepted by the County Finance Officer.

In addition, the County may audit the Department's financial records upon a fifteen (15) days' notice to the Department. Any financial issues discovered, which are not resolved to the satisfaction of the County Finance Officer, shall result in the withholding of quarterly payments, after the procedure in Section 11 has been completed.

SECTION 19 - PUBLIC MEETINGS, RECORDS, AND INPUT

The Parties agree that the Department is a non-profit corporation formed pursuant to Chapter 55A of the General Statutes of North Carolina, and it has been granted Section 501(c) status by the Internal Revenue Service. It is an independent contractor. It is not an agency of the County. Its employees are not county employees. It is not one of the non-profit corporations required by G. S. 55A-3-07 to comply with Article 33C of Chapter 143. It is not an agency over which the County has supervisory responsibilities and control, except as provided in this agreement. It is not a public body within the meaning of Article 33C of Chapter 143 of the General Statutes; and its meetings are not public meetings, and its records are not public records as that term is defined in North Carolina General Statutes Chapter 132-1, except to the extent that they may come into the possession of the County pursuant to the terms of this Agreement.

The Department agrees that it will; (i) hold regularly scheduled open monthly meetings and allow the public to attend (ii) take minutes of all such regular, non-closed meetings that would enable a person not in attendance to have a reasonable understanding of the general topic(s) addressed therein, and (iii) provide to the County regular non-closed meeting minutes after such meeting minutes have been adopted formally by the Department's Board of Directors. The Department agrees herein that it shall endeavor in good faith to conduct its meetings in an open and public fashion and on a regular basis but shall reserve for itself all of the rights conferred upon it as a non-profit corporation to conduct such other non-public meetings as are required in the best interests of the corporation.

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Because the Department relies almost exclusively on public funds appropriated by the County, the Department acknowledges that the citizens of the District have a strong continuing interest in the Department's decision-making processes as related to decisions concerning the expenditure of those public funds. The Department shall allow the Brunswick County Commissioner of their district to appoint a liaison who is a resident of the District to attend the regular meetings of the Department's Board of Directors. The liaison shall have no official role in the management or operation of the Department.

SECTION 20 - DEPARTMENT TRAINING

The Department agrees to adopt guidelines, no later than ninety (90) days from the Effective Date of this Agreement, which address appropriate initial training and continuing education of firefighters of the Department. These guidelines will ensure that such initial training and continuing education strive in good faith to meet or exceed all requirements of the State of North Carolina, including, without limitation, a minimum standard of thirty-six (36) hours of fire training per Department member annually.

The Department shall also maintain training records for each volunteer or employee on its roster. Training records shall include, but not be limited to, the following: names of courses that have

been completed, time spent in training for each course, the course dates, instructors, and the place where the course was held.

Appropriate information shall be entered into the Emergency Reporting Data Base on all training held by the Department or attended by its volunteers and employees.

Emergency Medical Education shall be coordinated with the Brunswick County EMS Training Coordinator, in accordance with the Brunswick County System plan.

The Department shall provide a roster of personnel, including their fire and rescue certifications, and their higher education degrees to the County when asked for by the County Fire Administrator.

SECTION 21 - NEW FIRE STATIONS AND SUB-STATIONS

One of the purposes of building a new fire station or substation is to improve the insurance rating of the Department so that citizens served by the Department benefits from having lower insurance rates. For that reason, and to assure that new facilities are adequate and in as good a location as practicable, the Department shall coordinate all construction of new facilities with the Fire Oversight Committee, the Fire Administrator, and the Brunswick County Manager.

The Department shall comply with all applicable laws related to the construction process of building a new station or sub-station.

SECTION 22 - DISASTER PLANNING

The County and the Department shall cooperate in establishing disaster plans and in conducting exercises pursuant to disaster plans administered by the Brunswick County Department of Emergency Management.

SECTION 23 - FIRE INVESTIGATIONS

The Department agrees to ensure that its officer in charge at all fire scenes attempts to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause of a fire, or if the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Fire Marshal's Office and/or law enforcement to conduct an investigation and provide scene security. The Department may also ask for a response from the Fire Marshal's Office for all situations that include injuries or deaths involving fires, explosions, or burns.

All suspicious or incendiary woods, grass, or brush fires shall be reported immediately to the North Carolina Forest Ranger and the fire scene shall be secured until the Forest Ranger arrives.

The Department agrees to provide whatever reasonable assistance is needed by the Fire Marshal's Office staff and/or North Carolina Forest Ranger at the fire scene.

The County agrees, at the conclusion of the fire origin and cause determination, to complete the investigation module of the incident report in the County's records management system and to provide the Department with a copy of the County's incident report in a timely manner for the Department's required entry into its fire reporting software.

SECTION 24 - NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

The National Incident Management System (NIMS) is a presidential directive that is a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly and manage incidents involving all threats and hazards—regardless of cause, size, location, or complexity—in order to reduce loss of life, property and harm to the environment. The Department shall use NIMS on all incidents.

SECTION 25 - FIRE DISTRICT

The Department has a primary District and the property lying within the boundaries of the District is identified in Exhibit “C.”

SECTION 26 –MUTUAL AID AGREEMENT

N.C.G.S. § 58-83-1, authorizes mutual aid assistance between fire departments whereby full authority may be exercised for fire departments to send firefighters and apparatus beyond the territorial limits which they normally serve.

The Emergency Management Department, the Fire Marshal, or another agency may notify the Department that its automatic or mutual aid is needed. When the Department is notified that an emergency does in fact exist and Department's aid is needed, the Chief or another person delegated that authority by the Chief, shall have the authority to order available apparatus, equipment, and personnel as may be required and available to respond to assist with the emergency. The Chief or other person delegated authority by the Chief shall first determine that the automatic aid or mutual aid request may be honored without impairing the Department's capacity to provide protection within its own jurisdiction. When that determination is made, the Chief or other person delegated authority by the Chief may take appropriate action with regard to furnishing the requested aid.

The Department providing assistance shall be responsible for the conduct and actions of its personnel and the costs arising out of the personnel and the use of apparatus, equipment or tools.

SECTION 27 - DISPUTE RESOLUTION AND FORUM SELECTION

This Agreement shall be governed by and in accordance with the laws of the State of North Carolina without regard to its conflict of laws rules. All actions relating in any way to this Agreement shall be brought in the General Courts of Justice in Brunswick County, North Carolina. Any mediation of any dispute arising under this agreement shall be conducted in Brunswick County, North Carolina unless both parties agree on some other location.

The County and the Department recognize, acknowledge and agree that either party's resort to formal legal proceedings may involve substantial commitments of time and resources and may cause unnecessary disruption of the service each party provides to the community; therefore, to the extent that either party contends the other has failed to meet the obligations of this Agreement, the parties agree that they will follow the pattern for dispute resolution set forth hereafter:

- A. **Injunctive Relief.** Notwithstanding the provisions of this Section 27, either party may bring an action in a court having jurisdiction in equity for immediate and emergency injunctive relief. Any such action or actions in a court exercising its emergency powers in

equity for preliminary or permanent injunctive relief shall be deemed an exception to the requirement that any claim be first submitted to mediation as detailed herein.

B. **Mandatory Pre-filing Mediation.** Except as provided in Subsection 27 A., before either Party initiates a lawsuit, the parties agree to participate in mediation. Mediation shall be conducted within forty-five (45) days (or such other period as is mutually agreeable to the parties) from the time when one party sends written demand to the other. Unless the parties agree otherwise, the Mediator shall be a mutually agreed upon North Carolina Superior Court Mediator. The mediation shall be conducted in accordance with the Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions and in accordance with the rulings of the N. C. Dispute Resolution Commission. Unless otherwise agreed, each Party will bear its expenses in pursuing mediation, and the parties will share equally in the fees charged by the Mediator. Any statute of limitations will be tolled for the period from the demand for mediation through the conclusion of the mediation.

C. **Litigation If Mediation Unsuccessful.** In the event that the Parties participate in mediation as provided in Section 27 B, but do not resolve the issues between them in the mediation process, or if a Party violates this agreement by refusing to participate in mediation, either Party may file a lawsuit in the General Court of Justice in Brunswick County.

SECTION 28 - SEVERABILITY

The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties. The parties shall endeavor in good faith to replace any invalid, illegal, or unenforceable provisions with a valid provision, the rights, and obligations of which come as close as practicable to that of the invalid, illegal, or unenforceable provision.

SECTION 29 - TERM AND TERMINATION

29.1 Term: This Agreement shall commence on the Effective Date and shall remain in full force and effect for an initial three (3) year period ("Initial Term") unless earlier terminated as provided herein. Upon the expiration of the Initial Term and each subsequent renewal term, this Agreement shall automatically renew for an additional term of three (3) year periods thereafter, based on the County's fiscal year period from July 1st through June 30th of each year; unless modified by mutual Agreement or terminated by either party as provided herein.

29.2 Termination: This Agreement may be terminated as follows:

29.3 For Cause: By either party, hereto in the event the other party breaches any of its material obligations hereunder; provided, that the procedure set forth in Section 11 shall be completed before the contract is terminated.

29.4 Municipal Takeover: The County or Department may terminate this Agreement on thirty (30) days' prior written notice in the event a municipality or municipalities within Brunswick County begin(s) to provide the Services provided by the Department or otherwise contracts independently with the Department for the Services within the municipal limits such that the

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County loses jurisdiction for providing the Services within all or substantially all of the Department's District.

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29.5 Assume Complete Control: If the purpose of termination by the County is to assume complete control of fire protection in the Department's District notwithstanding the Department's willingness and ability to continue delivery of the Services in compliance with this Agreement, then in such event the County will provide a two (2) years' written notice of cancelation. The notice shall explain how the take over shall happen, and on what date the County plans to terminate the Agreement.

Deleted: any one (1) year renewal period thereafter;

29.6 Insolvency: By either party hereto in the event the other party (i) is adjudicated insolvent, under state and/or federal regulation, or makes an assignment for the benefit of creditors; (ii) files or has filed against it, or has an entry of an order for relief against it, in any voluntary or involuntary proceeding under any bankruptcy, insolvency, reorganization or receivership law, or seeks relief as therein allowed, which filing or order shall not have been vacated within sixty (60) calendar days from the entry thereof; (iii) has a receiver appointed for all or a substantial portion of its property and such appointment shall not be discharged or vacated within sixty (60) calendar days of the date thereof; (iv) is subject to custody, attachment or sequestration by a court of competent jurisdiction that has assumed of all or a significant portion of its property; or (v) ceases to do business or otherwise terminates its business operations, is declared insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement or similar proceeding.

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29.7 Notices: All notices required in this Section 29 shall be reasonably specific concerning the cause for termination and shall specify the effective date and time of termination.

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29.8 Effect of Termination: Termination of this Agreement for any reason shall not release any party hereto from obligations incurred under this Agreement prior to the date of termination. All services required to be performed under the terms of this Agreement shall be provided through the effective date of termination, and all payments which come due from the County to the Department through the effective date of termination shall be paid.

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SECTION 30 - NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person; by overnight courier; or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following addresses:

IF TO BRUNSWICK COUNTY:

County Manager
30 Government Center Drive NE
Bolivia, NC 28422

IF TO FIRE DEPARTMENT:

XXXXXX
XXXXXXX
XXXXXX

SECTION 31 – AMENDMENT/ASSIGNMENT

This Agreement may not be amended except in writing signed by the parties hereto. The parties also agree that this Agreement is not transferable or assignable by either party without the written consent of the other party to this Agreement which shall not be unreasonably withheld.

SECTION 32—DEPARTMENT’S COMPLIANCE WITH CHAPTER 55A AND CORPORATE REGULATING DOCUMENTS

In the event of a merger, the Department will comply with the provisions of its Articles of Incorporation, its Bylaws, and the provisions of Article 11 of Chapter 55A of the General Statutes of North Carolina. In the event of a transfer of assets, the Department will comply with the provisions of its Articles of Incorporation, its Bylaws, and the provisions of Article 12 of Chapter 55A of the General Statutes of North Carolina. In the event of a distribution, the Department will comply with the provisions of its Articles of Incorporation, its Bylaws, and the provisions of Article 13 of Chapter 55A of the General Statutes of North Carolina. In the event of dissolution, the Department will comply with the provisions of its Articles of Incorporation, its Bylaws, and the provisions of Article 14 of Chapter 55A of the General Statutes of North Carolina.

SECTION 33—COUNTY’S INTEREST IN PROPER ACQUISITION AND DISPOSITION OF DEPARTMENT PROPERTY

The County provides the funding for ongoing operations of the Department. The Department is dependent on the County funding, for hiring employees, maintaining the Department’s equipment and for adding and maintaining its fire station(s) that it has, and for purchasing new or replacement equipment, and for many other things. The Department is an independent non-profit corporation with its own Articles of Incorporation, By-laws, Board of Directors, officers, employees, real estate, equipment, and other property.

For the expenditure of Fire Fees, the Department shall comply with all County purchasing and contracting policies. Per Session Law 2017-60, the Department shall bring any purchase in excess of ten thousand dollars (\$10,000) for approval to the Fire Oversight Committee as required by Session Law 2017-60. If the Department receives any funding from a federal agency, the Department shall adopt a procurement policy which meets federal standards.

Within the confines of its Articles of Incorporation, its Bylaws and Chapter 55A of the General Statutes, The Department will obtain a reasonable value for any property it owns having a substantial value of more than \$25,000.00, that has been purchased in whole or in part with County funding. The County, as well as Fire Departments within the County, shall have the option to purchase the property prior to the property being offered to an outside organization. Any proceeds obtained from the sale of property acquired, in whole or in part, with Fire Fees shall be used in the same manner as Fire Fees.

In the event of a breach of this section, the procedure set forth in Section 11 shall be followed.

SECTION 34—DISPOSITION OF DEPARTMENT’S PROPERTY

Subject to the limitations provided in Section 32, and Section 33, the Department and the County agree as follows:

1. Whether as a result of a merger, transfer of assets, distribution, dissolution, or for another reason, the Department chooses to sell some of its property which was purchased in whole or in part with funds provided by the County, the Department shall notify all the other fire departments within the County, and the County itself, specifically describing the property, and stating what the Department considers to be the fair market value of the property. The other fire departments and the County shall have thirty (30) business days after notification to purchase the property at the asking price on a first come first serve basis. If neither Brunswick County nor any other fire department within Brunswick County wishes to purchase the property within thirty (30) business days, the Department may offer the property for sale to any purchaser. If the Department receives an offer to purchase which is less than its asking price but which it is willing to accept from outside Brunswick County, the Department must notify Brunswick County and the other fire departments within Brunswick County of the offer and give the County and the other fire departments five (5) business days to match the offer to purchase. If neither Brunswick County nor any fire department within the county matches the offer within the five (5) business days, the Department may accept the offer it has.
2. If the Department is dissolved, merged, or if there is a distribution or transfer of assets which are included within the provisions of this Section, the Department will, to the extent that it owns assets, liquidate its assets and pay its debts, or arrange that the surviving entity to whom assets may be transferred will complete payment of all its debts and obligations.
3. If the Department is dissolved, merged, or if there is a distribution or transfer of assets which are included within the provisions of this Section, and if Chapter 55A allows or requires that assets remaining after the payment of debts be distributed to other non-profit corporations, the Department will transfer any remaining assets in the following order of priority:
 - a. To a non-profit entity or government entity providing fire protection within the District of the Department.
 - b. If there is not a non-profit entity or government entity as described in a., then to the County or another non-profit corporation or government entity providing fire protection within Brunswick County.
 - c. If there is not a non-profit entity or government entity providing fire protection within Brunswick County to whom the property can be transferred, then the Department may transfer their assets to a non-profit entity or government entity as they see fit.

SECTION 35 - E-VERIFY

Pursuant to N.C.G.S. § 143-133.3, the County is required to ensure entities with which it contracts, and the contractor's subcontractors, comply with Article 2 of Chapter 64 of the North Carolina General Statutes. These are requirements related to the use of E-Verify. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. The Department agrees to ensure that the Department and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by

North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

SECTION 36 - NO WAIVER

Failure of a party to enforce any of the provisions of this Agreement at any time, or to request performance by the other party pursuant to any provision of this Agreement shall in no way be construed as a waiver of any such provision, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the non-enforcing party to enforce each and every provision of this Agreement.

SECTION 37 - MUTUALLY-DRAFTED AGREEMENT

The Department and the County hereby acknowledge that each participated in the negotiation and drafting of this Agreement. Accordingly, the Department and the County agree that any rule of construction of contracts allowing for the interpretation of this Agreement to be construed against the drafting party is inapplicable to this Agreement.

SECTION 38 - HEADINGS

The Section headings used herein are for reference and convenience only and shall not enter into or affect the interpretation and enforcement of this Agreement by either party.

SECTION 39 - ENTIRE AGREEMENT; MERGER

The terms and provisions herein contained constitute the entire agreement by and between the County and the Department and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; except, that this Agreement shall not be construed to supersede any existing and applicable Automatic Mutual Aid Agreements.

SECTION 40 - COUNTERPARTS

This Agreement may be executed in several counterparts, all of which shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the same counterpart.

SECTION 41 - AUTHORIZATION

Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery, and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

(ALL SIGNATURES ALL LOCATED ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF the Department, pursuant to a resolution duly adopted by its Board of Directors, has caused this instrument to be duly executed in its name by the President of its Board of Directors and attested by its Secretary and Chief, and the County has caused this instrument to be duly executed in its name by the County Manager, pursuant to a resolution duly adopted by the County Board of Commissioners, and attested by its Clerk.

This ____ day of _____, 20____.

BRUNSWICK COUNTY

ATTEST:

Clerk to the County Board of Commissioners

by: _____
County Manager

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

XXXXXXX FIRE DEPARTMENT

ATTEST:

Secretary, Board of Directors

by: _____
President/Chairperson, Board of Directors

Chief of Department

EXHIBIT “A”
Session Law 2017-60

DRAFT

EXHIBIT "B"

INSURANCE REQUIREMENTS

The Department shall take out and maintain, during the life of this Agreement, contract, and the following insurance coverage:

1. Comprehensive Automobile Liability Insurance with combined single limits of at least \$1,000,000.00 per occurrence. Coverage shall be provided under a symbol "1". Coverage shall apply, on an excess basis for hired, borrowed and non-owned vehicles. Coverage shall apply, on a primary basis, for commandeered vehicles. Volunteers or employees shall be considered Insured, and volunteers and employees shall have coverage excess of their personal auto liability limits when they are using their vehicles on behalf of their insured department. Fellow members' liability shall be provided. Auto pollution liability shall be included in the coverage.

Automobile collision and comprehensive coverage for emergency vehicles, other than private passenger vehicles, shall be provided on an agreed value basis. Coverage shall apply to owned and/or leased vehicles. The Department should attempt to set the agreed value at an amount that will replace the vehicle with a new vehicle, built to similar specifications and brought up to current NFPA, DOT or other national specifications. Coverage shall apply, on a primary basis, to hired, borrowed and commandeered vehicles. Coverage will be on an actual cash value basis for the hired, borrowed and commandeered vehicles.

2. Comprehensive General Liability Insurance with limits of at least \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. The aggregate shall apply per named insured and per insured location. The policy shall include the following coverage: Volunteers or Employees as Insured, Medical Malpractice, Good Samaritan Liability Coverage, Intentional Acts Coverage for both Bodily Injury or Property Damage, fellow Member Liability, Non-owned Watercraft, Fire Damage Legal Liability with Limits of \$1,000,000.00, Pollution Liability arising out of Emergency Operations away from the Department's Premises, Training Activities or Equipment Washdowns.
3. Directors and Officers Liability Insurance with Limits of at least \$1,000,000.00 per occurrence with \$3,000,000.00 aggregate. This policy shall include coverage for prior acts. The Insured shall include current volunteers and employees, former volunteers and employees and any persons or organizations providing service to the Department under an automatic aid Agreement and mutual assistance contract or similar Agreement.
4. Umbrella Liability Insurance with Limits of at least \$ 1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The umbrella policy shall provide excess coverage over the Auto

Liability Policy, General Liability Policy and the Employer's Liability Section of the Workers Compensation Policy. Volunteers and employees shall be included as Insured.

5. The Department shall maintain Property Insurance protecting against the risk of direct physical loss or damage. The policy covering the building shall be written on a Guaranteed Replacement Cost Basis with coverage included for Building Ordinance, Flood and Earthquake. Coverage shall include the replacement cost of Commandeered Property including coverage for Loss of Use. The radios furnished by the County for base units shall be covered. Contents coverage shall be provided on a replacement cost basis. Coinsurance penalties shall not apply.
6. Portable Equipment Coverage shall be provided protecting against the risk of direct physical loss or damage, including electrical surges. The radios provided by the County for use as mobile units shall be covered. Coverage shall be provided on a Guaranteed Replacement Cost Basis.
7. The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy shall name the County of Brunswick as an additional insured. The Department shall furnish the County of Brunswick with certificates of insurance showing the type of policy, limits of liability, the name of insurance companies, policy numbers, effective dates and expiration dates of policies.
8. The Department shall obtain a Fidelity Bond for at least one and one-half times the department's annual budget, that covers anyone within the Department that handles the funds of the Department.

[REMAINDER OF PAGE INTENDED TO BE LEFT PAGE BLANK]

**EXHIBIT “C”
FIRE DISTRICT**

DRAFT



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # VIII. - 2.

From:
Bob Shaver, County Attorney

County Attorney - Amendment to Rules of Procedure (Bob Shaver, County Attorney)

Issue/Action Requested:

Request that the Board of Commissioners consider adoption of an amendment to the Rules of Procedure for the Brunswick County Commissioners to require a second to motions in order for them to be debated and voted on by the Board.

Background/Purpose of Request:

At its January 7, 2019 meeting, the Board of Commissioners directed the County Attorney to prepare an amendment to its rules of procedure to require a second to motions.

Attached is an amendment which rewrites Section 1-2-94 of the Rules of Procedure for the Brunswick County Board of Commissioners to require a second to motions during board meetings.

If the amendment is adopted unanimously upon first introduction, it is effective immediately; otherwise, it will be reconsidered at the following meeting whereupon a majority vote is sufficient to enact the change.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners consider adoption of an amendment to the Rules of Procedure for the Brunswick County Commissioners to require a second to motions in order for them to be debated and voted on by the Board.

ATTACHMENTS:

Description

- Amendment to Require a Second on all Motions

County of Brunswick
Office of the County Commissioners



**AN ORDINANCE AMENDING THE BRUNSWICK COUNTY CODE OF ORDINANCES
CHAPTER 1-2 – ADMINISTRATION**

BE IT ORDAINED BY THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS:

Section 1. That Chapter 1-2, Article IV, Division 2, Section 1-2-94, of the Brunswick County Code of Ordinances is hereby amended to read as follows:

Sec. 1-2-94. - Second required.

A motion shall require a second in order to be debated and acted on by the Board.

Section 2. That this ordinance shall become effective upon its adoption.

First Reading_____

Second Reading_____

Adoption_____

Frank Williams, Chairman
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # VIII. - 3.

From: Health and Human Services - Update on Potential Impacts of
David Stanley, HHS Executive Director Partial Federal Government Shutdown (David Stanley, Executive
Director Health & Human Services)

Issue/Action Requested:

Request that the Board of Commissioners receive information on the current status of impacts to local health and human service programs as a result of the partial federal government shutdown.

Background/Purpose of Request:

On December 21, 2018 the federal government began a partial federal shutdown that could impact operations of local human service programs. As such, staff felt it important to provide an update to the Board outlining the potential for impacts.

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 the current status of impacts to local health and human service programs as a result of the partial federal government shutdown.

ATTACHMENTS:

Description

- ☐ Federal Shutdown Impacts to Local HHS Programs 2019
- ☐ Federal inmate Housing Reimbursement USMS - Temp payment interruption

GOVERNMENT SHUTDOWN IMPACTS TO LOCAL HHS PROGRAMS

JANUARY 2019



BACKGROUND OF FEDERAL GOVERNMENT SHUTDOWN 2019



Began December 21, 2018

Impacts about 25% of federal budget/programs

Our local HHS Programs will have sustainable funding through the month of January and February

NC DHHS and USDA are currently making recommendations as to modifications of food stamp service delivery for February

At this time, it is not believed that Federal Programs, such as Hud Section 8, Medicaid, and Veterans Programs, will be impacted in the near future, as their budgets were funded prior

PROGRAMS THAT ARE IMPACTED NOW

FOOD STAMPS (FNS) TO BE ISSUED EARLY



Food Stamps (FNS)

U.S. Department of Agriculture has instructed states to issue February's Food and Nutrition Services (FNS) benefits by Sunday, Jan. 20. Benefits would normally be available to families between the 3rd and 21st of February.

Once February's FNS funds are distributed, they will be available for use. However, participants should be aware that since there will be no FNS benefits issued in the month of February, they should plan accordingly.

PROGRAMS THAT SHOULD NOT BE IMPACTED THROUGH FEBRUARY 2019

Medicaid

Title IV-E Foster Care and Adoption Assistance

Low Income Home Energy Assistance Program(LIHEAP)

Child Care Development Fund-Daycare

Child Support Enforcement

Veterans' Benefits



PROGRAMS THAT COULD BE IMPACTED AFTER FEBRUARY 2019

Food Stamps (FNS)

WIC

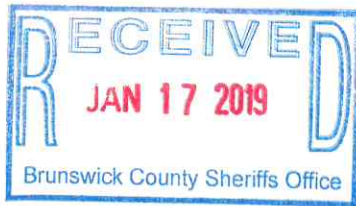
Social Services Block Grant (SSBG)

Temporary Assistance for Families(TANF)

HUD Section 8

NC DHHS projects to have sufficient funds through February, not only for FNS, but also for Temporary Assistance for Needy Families (TANF) and the Women, Infants and Children program (WIC). However, if the federal shutdown continues, funding for these services could run out after February.





U.S. Department of Justice

United States Marshals Service

Eastern District of North Carolina

Raleigh Nc, 27601

January 7, 2019

Sheriff John W. Ingram, V
Brunswick County Sheriff's Office

Re: Intergovernmental Agreement (IGA) with Brunswick County Jail
Agreement No: 59-09-0031

Dear Sheriff Ingram,

The purpose of this letter is to provide you information regarding your current agreement to house federal detainees on behalf of the United States Marshals Service (USMS). The USMS is currently operating under an annual appropriation that funded our operations through December 21, 2018. During an absence of appropriations, USMS operations are limited to those needed to maintain the minimum level of essential activities necessary to protect life and property. We consider your services essential to USMS operations and you are requested to continue to provide services.

At this time, the USMS is unable to process payments for prisoner housing due to the lack of a federal appropriation, and this could affect January payments to IGA facilities for their December prisoner housing reimbursement. However, when the Federal Prisoner Detention appropriation is funded through enactment of a full budget or continuing resolution (CR), we will commence payment of all invoices received. We apologize in advance for any disruption a delay in payment may have on your local operations and appreciate your understanding and partnership during the federal government shutdown. Should you have any questions or concerns please don't hesitate to call me at my office on 919-856-4212 or my cell phone is 919-422-2460.

Sincerely,

Robert Pettit
Acting U.S. Marshal
Eastern District of North Carolina



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # VIII. - 4.

From:
John Nichols, P.E.

Utilities - US 74-76 Industrial Park Water Transmission Main
Project Contract with Municipal Engineering Company, P.A.
(John Nichols, Director of Public Utilities)

Issue/Action Requested:

Request that the Board of Commissioners approve the contract with Municipal Engineering Services Company, P.A., in the amount of \$122,400 for engineering services associated with the design of the US 74-76 Industrial Park Water Transmission Main Project.

Background/Purpose of Request:

The project was included in the Capital Improvement Plan (CIP) in order to provide water service to the Mid-Atlantic International Rail Industrial Park and to the International Logistics Park located on Andrew Jackson Highway (US 74-76) at the Columbus County line. The transmission main will begin at the intersection of Andrew Jackson Highway and Sandy Creek Drive and will end at the main entrance to the industrial parks. The proposed 16" water main extension is approximately 11,000 feet in length.

Municipal Engineering Services is currently designing sewage collection, pumping, and transmission systems for the Mid-Atlantic International Rail Park and the International Logistics Park under a project being administered by Columbus County.

A final scope of work for the project has been negotiated with Municipal Engineering Services. The initial work in the amount of \$85,400 includes preliminary design, final design, geotechnical exploration, field reconnaissance, preliminary plans and specifications, preparation of all applicable permits, final plans and specifications. Bidding assistance, recommendation of award, limited construction inspection, and construction administration in the amount of \$37,000 are in the contract but these costs will only be incurred upon written authorization from the county. These services will only be authorized when a viable tenant for the industrial park is identified and the construction of the water line is scheduled to proceed. This will ensure that utilities can be provided to the site for an economic development client in the shortest amount of time possible without expending significant funds on construction.

Staff recommends approval of the proposed contract with Municipal Engineering Services in the amount of \$122,400.

Fiscal Impact:

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

Budget amendment and the associated capital project ordinance transfers \$122,000 for the designated in the reserve to the project.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the contract with Municipal Engineering Services Company, P.A., in the amount of \$122,400 for engineering services associated with the design of the US 74-76 Industrial Park Water Transmission Main Project.

ATTACHMENTS:

Description

- ▣ Utilities - Professional Services Agreement Municipal Engineering Services Company, P.A. - Attach 1
- ▣ 20190122 Budget Amendment 74-76 Industrial Park Water Transmission Main
- ▣ 20190122 CPO 74-76 Industrial Park Water Transmission Main

This Agreement has been prepared for use with the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts). Their provisions are interrelated and a change in one may necessitate a change in the other.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

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

Brunswick County (“Owner”)

and

Municipal Engineering Services Co., P.A. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

16-inch Water Main along U.S. Hwy 74 between the Mid-Atlantic Rail Industrial Park/International Industrial Logistics Park Entrance and the Brunswick County Water System Main at Sandy Creek Road (“Project”).

Engineer's Services under this Agreement are identified in the attached Exhibit A.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services in accordance with the schedule outlined in Exhibit B.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction. If the actual time to complete construction exceeds the number of days indicated in Exhibit B through no fault of the Engineer, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 60 days of receipt. If Owner fails to make any payment due Engineer for undisputed services and expenses within 60 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving fourteen days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all undisputed amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its undisputed services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon fourteen days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
or
- 2) upon fourteen days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within fourteen days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the State of North Carolina.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to the following limitations: (1) any use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants and (2) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000, the total amount of compensation received by Engineer, or the total insurance benefit of Engineer's insurance policy(s), whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. By signing this contract, Engineer affirms they are not listed and will not utilize a consultant, vendor, contractor, or subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to NCGS 143-6A-4, Iran Divestment Act Certification.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer in accordance with Exhibit B.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer a lump sum amount agreed to by a duly executed written instrument based on the format of Exhibit C to this Agreement.

8.01 *Exhibits Included*

- A. Engineer's Services
- B. Payment to Engineer for Services
- C. Amendment to Owner- Engineer Agreement

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

OWNER:

By: _____

Title: _____

Date Signed: _____

ENGINEER:

By: Jimmy D. Woodie 

Title: President

Date Signed: 11-20-2018

Engineer License or Firm's Certificate
Number: 006282

State of: North Carolina

Clerk to the Board

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

Finance Director – Brunswick County

"Approved at to Form"

County Attorney Date

Address for giving notices:

Address for giving notices:

Municipal Engineering Services Co., P.A.
P.O. Box 97
Garner, North Carolina 27529

Engineer's Services

The Professional Services Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

16-inch Water Main along U.S. Hwy 74 between the Mid-Atlantic International Rail Industrial Park/International Logistics Industrial Park Entrance and the Brunswick County Water System Main at Sandy Creek Road

A1.01 Study and Report Phase

The Engineer will make an onsite reconnaissance along the proposed route will be made to determine which side of the road the water line will be constructed. It is proposed that the water line will be constructed within the U.S. Hwy 74 right-of-way, and that no additional easements will be required. A letter report will be submitted to the Owner for review and comment regarding the proposed location. Approval of the proposed route shall be obtained from the Owner prior to commencing design.

A1.02 Wetlands Delineation

Engineer shall delineate existing wetlands along the project route to facilitate U.S. Army Corps of Engineers and NCDEQ permitting, if necessary.

A1.03 Geotechnical Investigation

Based on a preliminary review of USGS mapping along the project route, at least one directional drill or bore and jack is anticipated; therefore, a geotechnical evaluation is expected at that location. If necessary, borings will be advanced to an adequate depth (to at least 5 feet below the proposed depth of installation of the water line) to provide recommendations and soil boring logs for inclusion in the Contract Documents. The cost for the geotechnical investigation shall be provided on a per cost basis.

A1.04 Survey

Engineer shall provide a topographical and location survey of the proposed route to include the location of all above ground, and below ground features (where feasible), a minimum of 30 feet off of the edge of pavement on side of the road selected during the *Study and Report Phase*.

A1.05 Preliminary Design Phase

The design of approximately 11,000 linear feet of new 16-inch ductile iron water main complete with all connections and appurtenances (restraints, stub outs, fire hydrants, air relief valves, isolation valves, services, etc.) shall be required to make connection at the end of the existing water line near the intersection of Sandy Creek Road and U.S. Highway 74. The line will be extended to

the location of the proposed sewer pump stations at Mid Atlantic International Rail Industrial Park and the International Logistics Industrial Park. It is expected that the design shall include both open-cut and trenchless pipe installation. It is anticipated that the location of the entire water line shall fall within the existing right-of-way of U.S. Highway 74, and no additional easements will be required.

The Engineer shall prepare design drawings, details, and technical specifications adequate to apply for and receive all necessary government approvals (zoning approval, permits, encroachments, etc.). For directional drills, HDD ductile iron shall be used as the base bid and HDPE pipe shall be shown as an alternate. Any HDPE directional drill piping shall be upsized to provide the best match interior diameter to the piping installed by open-cut methods. Preliminary Drawings shall clearly indicate highway rights-of-way, check valves, shut-off valves, hydrants, directional drill and/or bore & jack locations, air release valves, vaults, and bypass piping as needed. The Owner shall submit comments to the Engineer which shall be incorporated into the Preliminary Drawings.

The Engineer shall provide a Preliminary Opinion of Probable Costs for submittal along with the Preliminary Drawings.

A1.06 Permitting

Upon approval of the Preliminary Drawings, the Engineer shall prepare and submit permit applications including permit fees to the specific regulatory agencies. It is anticipated that a minimum, the following permits/approvals will be required:

- NCDOT Encroachment Agreement
- NCDEQ Public Water Supply Permit
- NCDEQ Erosion and Sediment Control Approval
- Brunswick County Zoning and Planning Approval inclusive of all required Departmental Approvals (Engineering, Fire Marshal, etc.)

Other permits may be required as determined during the preliminary design phase.

A1.07 Easement Maps

No easement mapping is anticipated on this project

A1.08 Final Design Phase

Upon receipt of NCDOT Encroachment Agreement or notice by the Owner, the Engineer shall prepare the final design drawings, details and Contract Documents for bidding purposes. The Engineer shall provide an updated Opinion of Probable Costs for submittal along with the final design. The Owner shall submit comments to the Engineer which the Engineer shall then incorporate into the Final drawings, details and Contract Documents.

A1.09 Bidding and Negotiating Phase

Standard County "front end" documents shall be provided by the Engineer for use in preparing the final Contract Documents. These shall be modified by the Engineer for items specific to the project. The Engineer shall review and utilize Brunswick County standard technical specifications when available and applicable and shall supplement Brunswick County technical specifications as needed. The Engineer shall ensure there is no overlap between the Engineer's technical specifications and the County's standard "front end" documents. The Engineer shall assist in

advertising the project; conduct a pre-qualification request and assessment followed by a pre-bid meeting; post bid documents to plan room internet sites; provide all necessary hard copy Contract Documents; respond to Contractor questions; evaluate substitutions; prepare and distribute addenda and clarifications; attend bid opening; review bids; provide certified bid tabulation; assist with bid protests; make recommendation of award; consult with Owner on the acceptability of Contractors, suppliers, and manufacturers; and assist Owner in negotiations with Contractors.

A1.10 Construction Phase

Engineer shall provide sufficient construction observation and shall consult the County Inspector sufficiently for the Engineer to provide all necessary certifications at the close of the project. Engineer shall evaluate all test reports; assist Owner in selection and/or approval of an independent testing laboratory; review construction observation reports; ensure compliance to the Contract Documents; prepare conformed documents; conduct a pre-construction meeting; conduct monthly progress meetings; inspect the project no less than once per week and document inspection findings; review shop drawings and contract required submittals; review schedules (Progress, Submittal, Values); review Requests for Information; issue clarifications and interpretations of the Contract Documents; prepare change orders and work change directives; review and approve applications for payment; develop punch lists; review maintenance and operating instructions, guarantees, and bonds; and conduct final walk-throughs.

The Engineer shall prepare Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnish Record Drawings to the Owner.

The Engineer shall prepare operation and maintenance manuals.

The Engineer shall assist the Owner in determining the date of Substantial Completion and Final Completion

A1.11 Post-Construction Phase

Visit the project to observe any apparent defects in the work, assist the Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if any. Visit the project within one month before the end of the Construction Contract's warranty period to ascertain whether any portion of the work is subject to correction and provide Owner a report of findings. Verify any warranty work completed by the Contractor is in compliance with the Contract Documents.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

Items H, I, and J will require written authorization from Brunswick County.

(for use with E-520)

This is **EXHIBIT B**, consisting of _____ pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, _____.

Payments to Engineer for Services
Basic Services – Lump Sum

The Professional Services Agreement is supplemented to include the following agreement of the parties.

Compensation for Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services as follows:

1. A Lump Sum amount based on the following estimated distribution of compensation:

	<u>Amount</u>	<u>Duration</u>
a. Study and Report Phase	\$ <u>6,000</u>	<u>30</u> days
b. Wetlands Delineation	\$ <u>5,000</u>	
c. Geotechnical Investigation	\$ <u>9,000</u>	
<u>4</u> Borings @ \$ <u>2,250</u> each		
d. Survey	\$ <u>13,000</u>	<u>45</u> days
(Wetlands and Geotechnical work to be performed concurrent with Survey work)		
Allowance for 8 easement plats	\$ <u>16,000</u>	<u>60</u> days
(Wetlands and Geotechnical work to be performed concurrent with Survey work)		
e. Preliminary Design Phase / Modeling	\$ <u>19,000</u>	<u>30</u> days
f. Permitting	\$ <u>5,400</u>	<u>90</u> days
g. Final Design Phase	\$ <u>12,000</u>	<u>30</u> days
Items below require written authorization from Brunswick County		
h. Bidding and Negotiating Phase	\$ <u>10,000</u>	<u>90</u> days
i. Construction Phase	\$ <u>21,000</u>	<u>120</u> days
j. Post-Construction Phase	\$ <u>6,000</u>	<u>30</u> days
 Basic Services Total	 \$ <u>122,400</u>	 <u>465</u> days

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
5. The date for project completion shall be determined by adding the above noted Total Duration, also known as the "Time for Completion" to the Effective Date of the agreement.

(for use with E-520)

This is **EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: Brunswick County
- c. Engineer: Municipal Engineering Services Company, Inc.
- d. Project: 16-inch Water Main along U.S. Hwy 74 between the Mid-Atlantic Rail Park/Industrial Logistics Park Entrance and the Brunswick County Water System Main at Sandy Creek Road

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____

c. This amendment amount: \$ _____
d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

Brunswick County

By: _____

By: Jimmy D. Woodie

Title: Chairman
Board of Commissioners

Title: President

Date
Signed: _____

Date Signed: _____

Clerk to the Board

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

Finance Director – Brunswick County

Request Info	
Type	Budget Amendment
Description	74-76 Industrial Park Water Transmission
Justification	Board Meeting 1/22/2019-Transfer \$122,000 to the 74-76 Industrial Park Water Transmission Main Project for award of an engineering contract to Municipal Engineering Services Company, P.A.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
419800	464430	Interfund Trans Water Cap Rsv	Hwy 74-76 Water Main	-122000	Decrease	Credit
419800	398661	Interfund Trans Water Cap Rsv	Trans Frm Water Fund	-122000	Decrease	Debit
418292	398661	74-76 Ind Prk Water Trns Main	Trans Frm Water Fund	122000	Increase	Credit
418292	464002	74-76 Ind Prk Water Trns Main	Construction	122000	Increase	Debit

Total	
Grand Total:	0

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
74-76 Industrial Park Water Transmission Main
(418292)

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

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

Water Capital Projects Fund:

Revenues:

Transfer from Water Fund		<u>122,400</u>
Total Water Capital Project Revenues	\$	122,400

Expenditures:

Arch/Eng/Legal		122,400
Construction		0
Total Water Capital Project Expenditures	\$	122,400

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

Current Funds Appropriated	\$	122,400
----------------------------	----	---------

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

Contribution to Capital Project Fund	\$	122,400
--------------------------------------	----	---------

Section 4. This Capital Project Ordinance shall be entered into the minutes of the January 22, 2019 meeting of the Brunswick County Board of Commissioners.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 22, 2019

Action Item # VIII. - 5.

From:
John Nichols, P.E.

Utilities - Utility Construction Agreement with NCDOT Highway 211 Road Widening Project (John Nichols, Director of Public Utilities)

Issue/Action Requested:

Request that the Board of Commissioners approve the Utility Construction Agreement with the North Carolina Department of Transportation (NCDOT) for utility relocations associated with the Highway 211 Road Widening Project (R-5021).

Background/Purpose of Request:

The North Carolina Department of Transportation plans to widen NC 211 from a point just west of the Midway Road intersection to a point just east of the intersection with Highway 87 in Southport. Within the corridor, Brunswick County has a 24" raw water main; 24" and smaller potable water mains; a 16" sewer force main; a 16" reuse force main; along with various smaller pipes, services, and appurtenances that will need adjustments and/or complete relocations.

Brunswick County has designed plans for these utility relocations and is prepared to bid the project and start construction in advance of the roadway widening project. However, in order to make up time in the project schedule caused by various delays (easement acquisition, etc.), the NCDOT has requested that the utility relocation plans be incorporated into the roadway plans and be overseen by the NCDOT.

As a rural water system, NCDOT is required to bear the cost of non-betterment utility relocations in accordance with North Carolina General Statute 136-27.1. However, Brunswick County has requested that the NCDOT install some additional force main and increase the size of a main sewer force main in the project from 16" to 24" to provide additional wastewater capacity. The cost of this betterment work is:

16" Force Main Upsized to 24"	\$1,848,818
24" Force Main Extension	\$ 550,346
Total Betterment	\$2,399,164

However, Brunswick County has also been able to downsize a raw water main and eliminate a section of asbestos concrete water main within the project area that the NCDOT is willing to provide a credit for in the amount of \$1,958,436. Therefore, the estimated net cost to Brunswick County for betterment work by the NCDOT is \$440,728. The actual costs to be paid by the county will be based on the actual amount of pipe installed and the agreed upon unit prices so the actual cost could vary somewhat from the estimated amount.

The attached Utility Construction Agreement authorizes the NCDOT to relocate Brunswick County utility infrastructure as part of the NCDOT Roadway Project and authorizes the NCDOT to construct betterments at the costs indicated in the agreement. Staff recommends approval of the agreement.

Fiscal Impact:

Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification

Required, Reviewed By Director of Fiscal Operations

Budget amendment and the associated capital project ordinance transfers \$440,728 reserve funds designated to the project.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the Utility Construction Agreement with the North Carolina Department of Transportation (NCDOT) for utility relocations associated with the Highway 211 Road Widening Project (R-5021).

ATTACHMENTS:

Description

- ▣ Utilities - 12-21-2018 Letter from Carl Barclay (NCDOT) - Attach 1
- ▣ Utilities - Utility Construction Agreement, Exhibit A Agreement Plans, Exhibit B Betterment Cost Breakdown - Attach 2
- ▣ 20190122 Budget Amendment NCDOT 211 Expansion Project
- ▣ 20190122 CPO NCDOT Hwy 211 Expansion



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

STATE PROJECT: R-5021 (41582.3.1)
COUNTY: Brunswick
DESCRIPTION: NC 211 From SR 1500 (Midway Road) to NC 87
DATE: December 21, 2018

SUBJECT: Utility Construction Agreement – Brunswick County

Mr. John Nichols, PE, CPESC
Brunswick County Public Utilities Director
PO Box 249
Bolivia, NC 28422

Mr. Nichols:

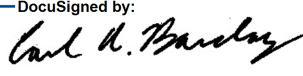
Enclosed is the Utility Construction Agreement to adjust, relocate, and the associated betterment of water and sewer lines owned by Brunswick County on the project.

After you have reviewed this agreement, please have the appropriate authority approve and execute the agreement. Once signed, three originals should be returned to the Utility Engineer for Departmental execution. One fully executed agreement will be returned to you for your file.

In order to keep the project on schedule, please approve and return the signed agreement back to this office no later than **February 1, 2019**. Should this office not receive the signed agreement by the requested date, the project is subject to be delayed.

If this date can't be achieved or revisions are necessary, please email Mr. Ashley Cox, Utilities Engineer, abcox@ncdot.gov or call (919) 707- 6695 to make the appropriate changes. I will promptly return the revised agreement to you for review and execution.

Sincerely,

DocuSigned by:

C1F3F9069A404EA...
Carl A. Barclay, PE
State Utilities Manager

CAB:abc

Enclosures

cc: Mrs. Karen E. Collette, PE
Mr. Kevin G. Bowen, PE
Ms. Cathy A. Dragonette
Mr. Lonnie Sleeper

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
1555 MAIL SERVICE CENTER
RALEIGH, NC 27699-1555

Telephone: (919) 707-6690
Fax: (919) 250-4151
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1020 BIRCH RIDGE DRIVE
RALEIGH, NC 27610

NORTH CAROLINA
BRUNSWICK COUNTY

UTILITY CONSTRUCTION AGREEMENT (UCA)

DATE: 9/7/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: R-5021

AND

WBS Elements: 41582.3.1

BRUNSWICK COUNTY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and Brunswick County, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project R-5021, in Brunswick County, said plans consists of NC 211 from SR 1500 (Midway Road) to NC 87; Brunswick County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the County for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

1. The Department shall place provisions in the construction contract for Project R-5021, Brunswick County, for the contractor to adjust and relocate water and sewer lines. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".
2. The County shall be responsible for water and sewer lines cost as shown on the attached Exhibit "A". The estimated cost to the County is \$440,728.00 as shown on the attached Exhibit "B". It is understood by both parties that this is an estimated cost and is subject to change. The County shall reimburse the Department for said costs as follows:

- A. Upon completion of the highway work, the Department shall submit an itemized invoice to the County for costs incurred. Billing will be based upon the actual bid prices and actual quantities used.
 - B. Reimbursement shall be made by the County in one final payment within sixty (60) days of said invoice.
 - C. If the County does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.
 - D. Said interest rate shall be set upon final execution of the Agreement by the Department. The County will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.
 - E. Any cost incurred due to additional utility work requested by the County after award of the construction contract, shall be solely the responsibility of the County. The County shall reimburse the Department 100% of the additional utility cost.
3. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the County shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the County shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the County shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the County upon completion of construction of the project and its acceptance by the Department from its contractor unless the County notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.
4. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.
- A. The County obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the

mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

- B. If at any time the Department shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the County's expense, the County binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the Department.
-
- 5. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the County by authority duly given.

L.S. ATTEST:

BRUNSWICK COUNTY

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

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

Approved by _____ of the local governing body of the Brunswick County
as attested to by the signature of Clerk of said governing body on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Brunswick County

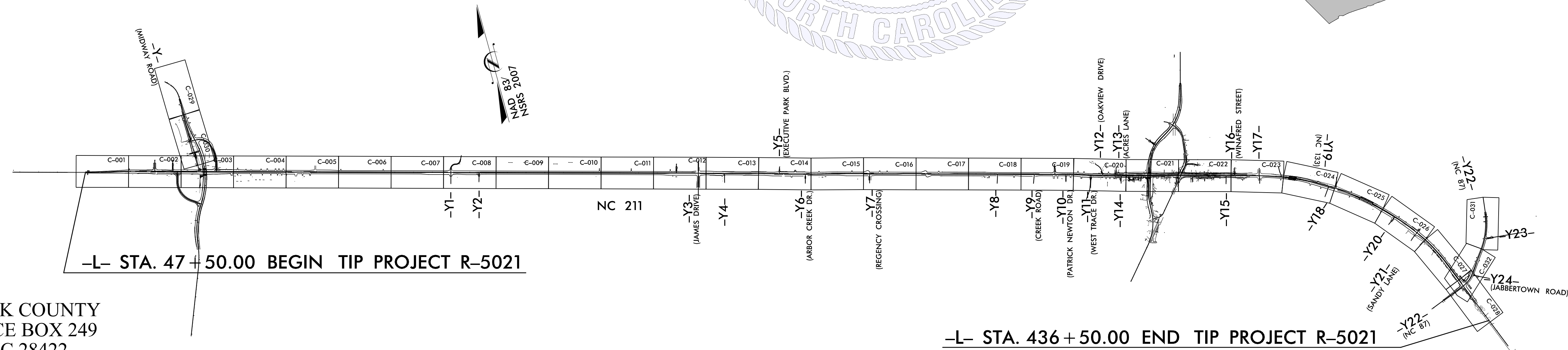
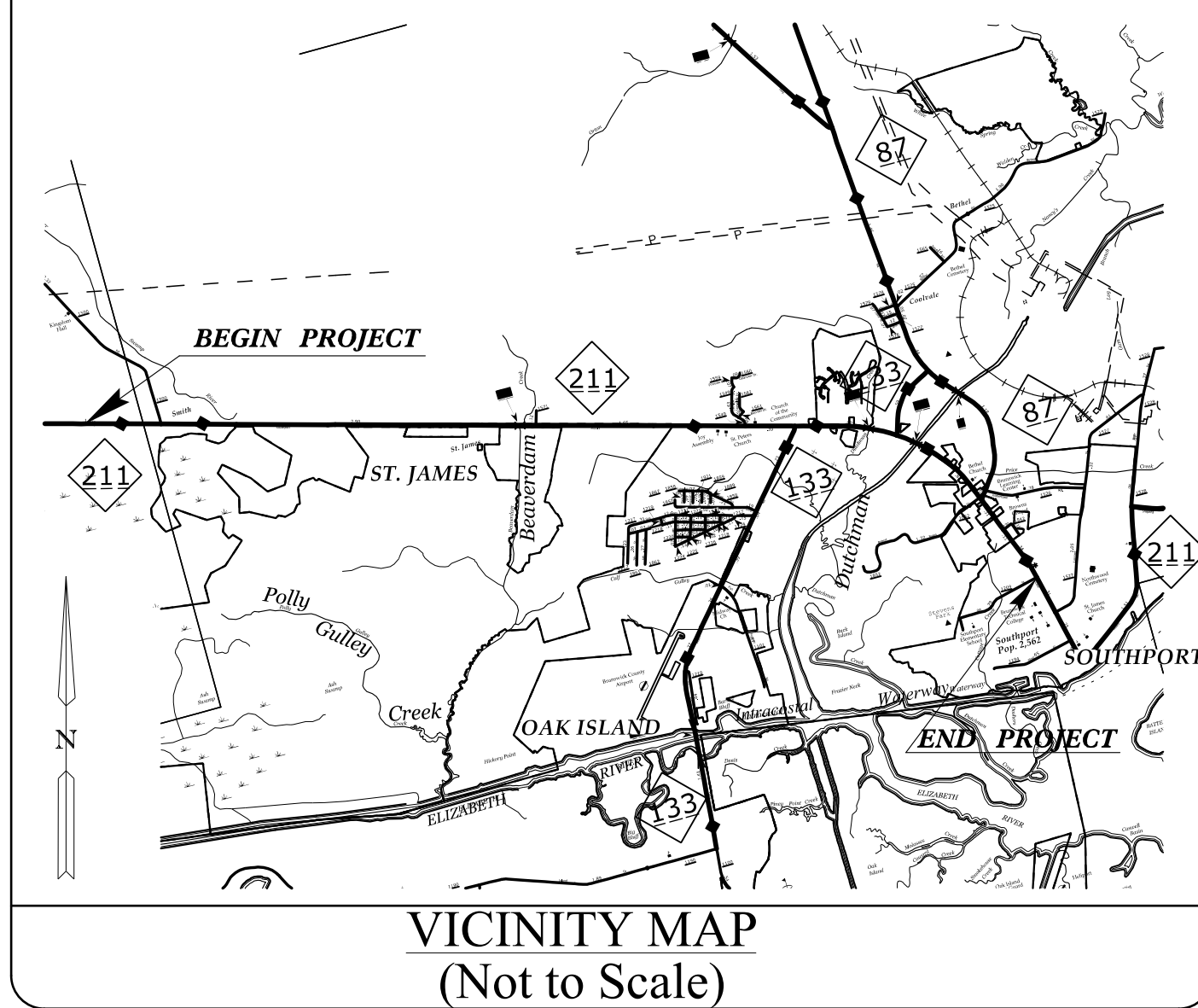
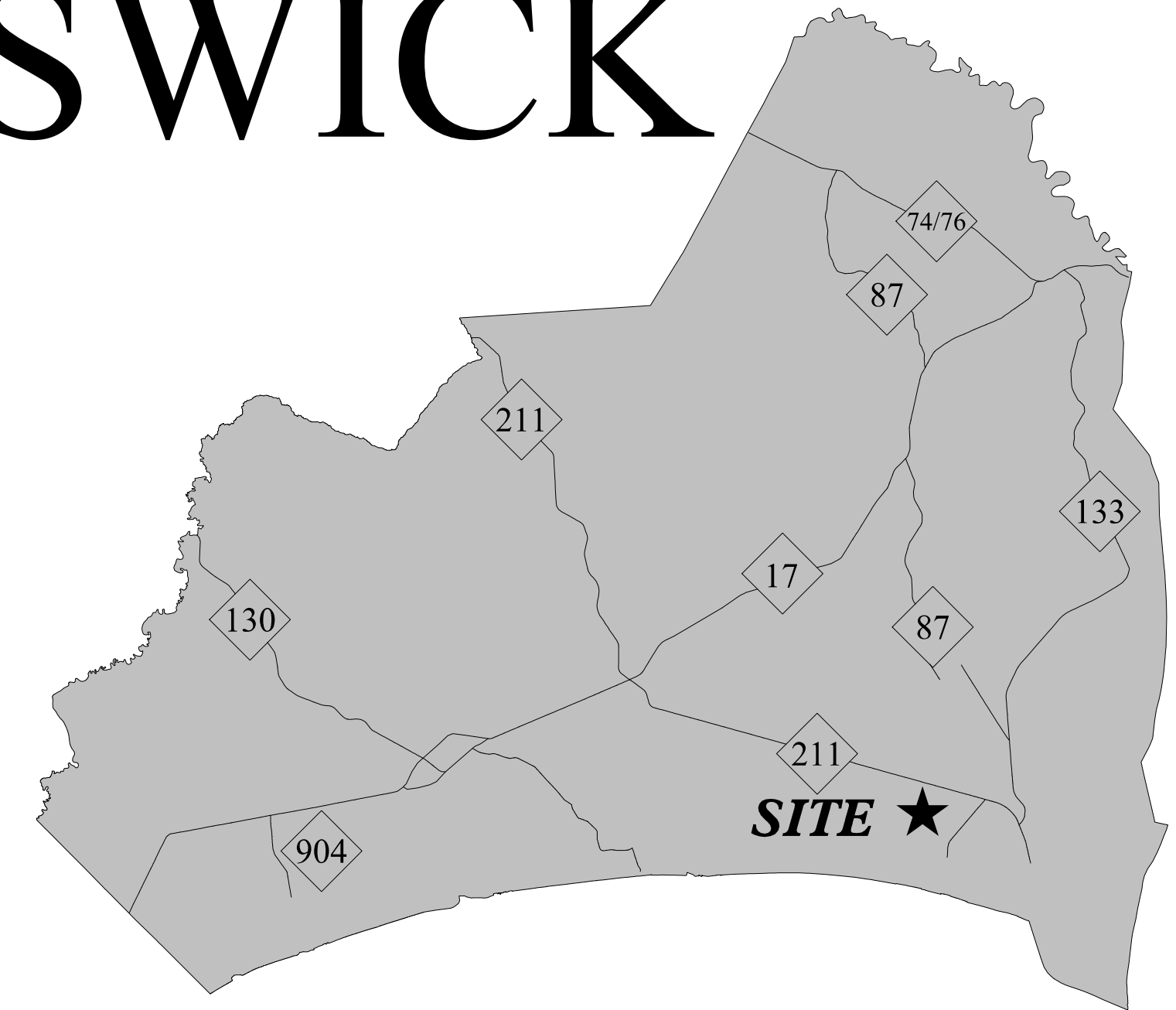
DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

COUNTY OF BRUNSWICK



OWNER
BRUNSWICK COUNTY
POST OFFICE BOX 249
BOLIVIA, NC 28422

HIGHWAY 211 UTILITY RELOCATIONS FOR NCDOT PROJECT R-5021

ENGINEERS



TECHNICAL SERVICES OF NORTH CAROLINA, INC
701 CORPORATE CENTER DRIVE, SUITE 475, RALEIGH, NC 27607
919-854-6200 919-854-6259 (fax)
AECOM License No. F-0342

TYPE OF WORK: SINGLE PRIME CONTRACT

INDEX OF SHEETS: SEE SHEET G-001 FOR INDEX




COST BREAKDOWN LEGEND	
STATE COST	
BETTERMENT COST	
BRUNSWICK COUNTY	

EXHIBIT A

AGREEMENT PLANS

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

“ENGINEER’S CERTIFICATION OF COMPLIANCE WITH BRUNSWICK COUNTY SPECIFICATIONS AND DETAILS”

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

DATE:
JULY 2018

PROJECT NAME: HIGHWAY 211 UTILITY RELOCATIONS
FOR NCDOT PROJECT R-5021
LOCATION: BRUNSWICK COUNTY
OWNER: BRUNSWICK COUNTY
DESIGNER: AECOM TECHNICAL SERVICES OF NC, INC.

CIVIL

PROJECT MGR.

TECH:

DES: GARY SWINSON
RENE REMY

CHK: D. STEPHEN SCRUGGS

PROJECT NO.
60428203

SHEET NO.
GI-001

NOTES

1. SEE SHEETS C-033 & C-051 FOR PROFILES OF NEW MAINS.
2. FIELD LOCATE EXISTING 16" FORCE MAIN AND 16" RECLAIMED WATER MAIN.
3. A BENCHED TRENCH SHALL BE USED TO INSTALL THE NEW FORCE MAIN AND 16" RECLAIMED WATER MAIN FOR THE FULL LENGTH. THE 16" RECLAIMED WATER MAIN SHALL BE AT THE HIGHER ELEVATION. SEE BENCHING DETAIL 3, SHEET C-DT18.
4. FOR THE NEW 24" FORCE MAIN USE TWO 16" X 22.5° ELL, RJ, TO LOWER THE FORCE MAIN APPROXIMATELY 34 INCHES BELOW THE RECLAIMED WATER MAIN SO AS TO ACHIEVE THE REQUIRED BENCHED TRENCH DESIGN.
5. LOWER EXISTING 16" POTABLE WATER MAIN TO AVOID CONFLICT WITH FUTURE STORM DRAIN DITCH. INSTALL NEW RESTRAINED JOINT WATER MAINS AND FITTINGS IN ORDER TO LOWER EXISTING PIPE. SEE PROFILE SHEET C-051.
6. KEEP INTERIORS OF NEW POTABLE WATER PIPES AND FITTINGS CLEAN OF DIRT. SWAB INTERIORS OF PIPES AND FITTINGS WITH 200 PARTS PER MILLION OF CHLORINE SOLUTION.
7. FIELD LOCATE EXISTING CUT-OFF VALVES AND SHUT OFF WATER. SAW CUT EXISTING PIPE AND INSTALL RESTRAINED PIPE AND FITTINGS, AND CONCRETE BLOCKING. RESTORE WATER SERVICE AND SOON AS POSSIBLE.
8. RESTORE DISTURBED AREAS.
9. RECLAIMED WATER FROM THE EXISTING 16" RECLAIMED WATER MAIN SHALL BE USED TO FILL AND TEST THE NEW 24" FORCE MAIN AND 16" RECLAIMED WATER MAIN. REMOVE THE 3-INCH TAPPING SLEEVE AND VALVE FROM THE TWO NEW MAINS AND REPLACE WITH 24" STAINLESS STEEL REPAIR SLEEVE ONCE TESTING HAS BEEN COMPLETED.
10. INSTALL TWO 16-INCH TEMPORARY LINE STOPS ON THE EXISTING FORCE MAIN AND TWO 16-INCH TEMPORARY LINE STOPS ON THE EXISTING RECLAIMED WATER MAIN WHERE SHOWN. THE PURPOSE OF THESE LINE STOPS IS TO REDUCE THE VOLUME OF WATER TO BE DRAINED AND THE AMOUNT OF DOWN TIME FOR CONNECTION TO THE NEW MAINS. INSTALL THE FOUR LINE STOPS PRIOR TO MAKING THE CONNECTIONS.
11. THE CONNECTION BETWEEN THE NEW AND EXISTING FORCE MAIN SHALL BE MADE WITHIN A 4-HOUR PERIOD. THE SEWAGE AND RECLAIMED WATER THAT DRAINS FROM THE CUT PIPES SHALL BE REMOVED FROM THE PIT WITH A VACUUM TRUCK AND PROPERLY DISPOSED OFF SITE.

BEGIN TIP PROJECT R-5021
-L- STA 47+50.00

EXISTING 16" VALVE ON FORCE MAIN
LOCATED APPROXIMATELY 1025 FEET
WEST OF WOODEDGE WAY
(FIELD LOCATE)

16"x 22.5° ELL, RJ
SEE NOTE NO. 4
(TWO REQUIRED ON FORCE MAIN)
(BID ITEM #1)

24" X 16" TEE, RJ, W/BLOCK
24" STUB-OUT ASSEMBLY AND 24" PLUG VALVE
SEE DETAIL S-18, SHEET C-DT-17
16" PLUG VALVE, RJ, W/BOX
BEGIN 24" RJ, PVC PIPE
(BID ITEM #1)

16"x 45° ELL, RJ
BEGIN 16" RJ, PVC PIPE
(FORCE MAIN)
STA. 0+00
(BID ITEM #1)

16"x 45° ELL, RJ
BEGIN 16" RJ, PVC PIPE
(RECLAIMED WATER MAIN)
STA. 0+00
(BID ITEM #1)

16" TEMPORARY LINE STOP ON EACH
16" FORCE MAIN (BID ITEM #1) AND
16" RECLAIMED WATER MAIN. LOCATED
APPROXIMATELY 100 FEET FROM
CONNECTION POINT
SEE NOTE NO. 10, THIS SHEET

EXISTING 16" BUTTERFLY VALVE
LOCATED APPROXIMATELY 1000 FEET
WEST ON POTABLE WATER MAIN
(FIELD LOCATE)

EXISTING 16" VALVE ON
RECLAIMED WATER MAIN
LOCATED APPROXIMATELY 1027 FEET
WEST OF WOODEDGE WAY
(FIELD LOCATE)

FIELD LOCATE AND RESTRAIN TWO EXISTING
JOINTS OF EACH EXISTING PIPE. (29 FEET MINIMUM)
RESTRAIN JOINTS WITH DUCTILE IRON, SPLIT
RESTRAINT RINGS. (EBAA SERIES 1100HV OR EQUAL)

50

TEMPORARY 3" TAP AND VALVE FOR FILLING AND TESTING.
(TYPICAL EACH MAIN)
SEE NOTE NO. 9, THIS SHEET

END 24" RJ, PVC PIPE (FORCE MAIN)
175 FEET FROM TEE (BID ITEM #1)

24" C-905 PVC FORCE MAIN
SEE NOTE NO. 3 AND BENCHING DETAIL 3, SHEET C-DT13
(BID ITEM #1)

16" C-905 PVC RECLAIMED WATER MAIN
SEE NOTE NO. 3 AND BENCHING DETAIL 3, SHEET C-DT18

END 16" RJ, PVC PIPE (RECLAIMED WATER MAIN)
175 FEET FROM VALVE

16" PLUG VALVE, RJ
WITH BOX ON RECLAIMED WATER MAIN
STA. 0+35

16" TEMPORARY LINE STOP ON EACH
16" FORCE MAIN (BID ITEM #1) AND 16"
RECLAIMED WATER MAIN. LOCATE APPROXIMATELY
100 FEET FROM CONNECTION POINT
SEE NOTE NO. 10, THIS SHEET

FIELD LOCATE AND CONNECT
NEW MAINS TO EXISTING MAINS
SEE NOTE NO. 11, THIS SHEET

EXISTING ASPHALT ENTRANCE
TWO LANES WITH CURB AND
GUTTER MEDIAN

EXISTING FIRE HYDRANT ON 16"
POTABLE WATER MAIN, TO REMAIN

TEMPORARY 3" TAP AND VALVE
FOR FILLING NEW MAINS.
SEE NOTE 9, THIS SHEET

55

DRAIN, ABANDON AND REMOVE
EXISTING 16" FORCE MAIN
(BID ITEM #1)

BEGIN 24" RJ, PVC PIPE
175 FEET FROM VALVE
(BID ITEM #1)

GEORGE RUSSEL COLBY AND
SUSAN GREENE COLBY, TRUSTEES
DB 1006 PG 1057
DB 330 PG 153
MB 0 PG 17

16" TEMPORARY LINE STOP
100 FEET MINIMUM FROM
CONNECTION

UNCOVER AND RESTRAIN 30 FEET OF
EXISTING PIPE WITH BELL RESTRAINT
HARNES. (TYP EACH CONNECTION)

FIELD LOCATE AND CONNECT
TO EXISTING 16" WATER MAIN
WITH RESTRAINT CONNECTION
START 16" DI RJ PIPE

16" BUTTERFLY VALVE W/BOX

TWO 16" X 45° ELLS, RJ, W/BLOCK
SEE NOTES 5-8, THIS SHEET

DRAIN, ABANDON AND REMOVE
EXISTING 16" RECLAIMED WATER MAIN

16" DI, RJ PIPE

TWO-16" X 45° ELLS, RJ, W/BLOCK

FIRE HYDRANT ASSEMBLY
16" X 6" TEE, RJ, W/BLOCK
SEE DETAIL W-1, SHEET C-DT1

END 16" DI RJ PIPE
20 FEET FROM ELL

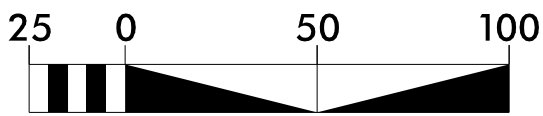
MATCH LINE -L- STA 59+00
SEE SHEET C-002

DATE: 8/9/2018
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EXHIBIT A

GRAPHIC SCALE



PLANS

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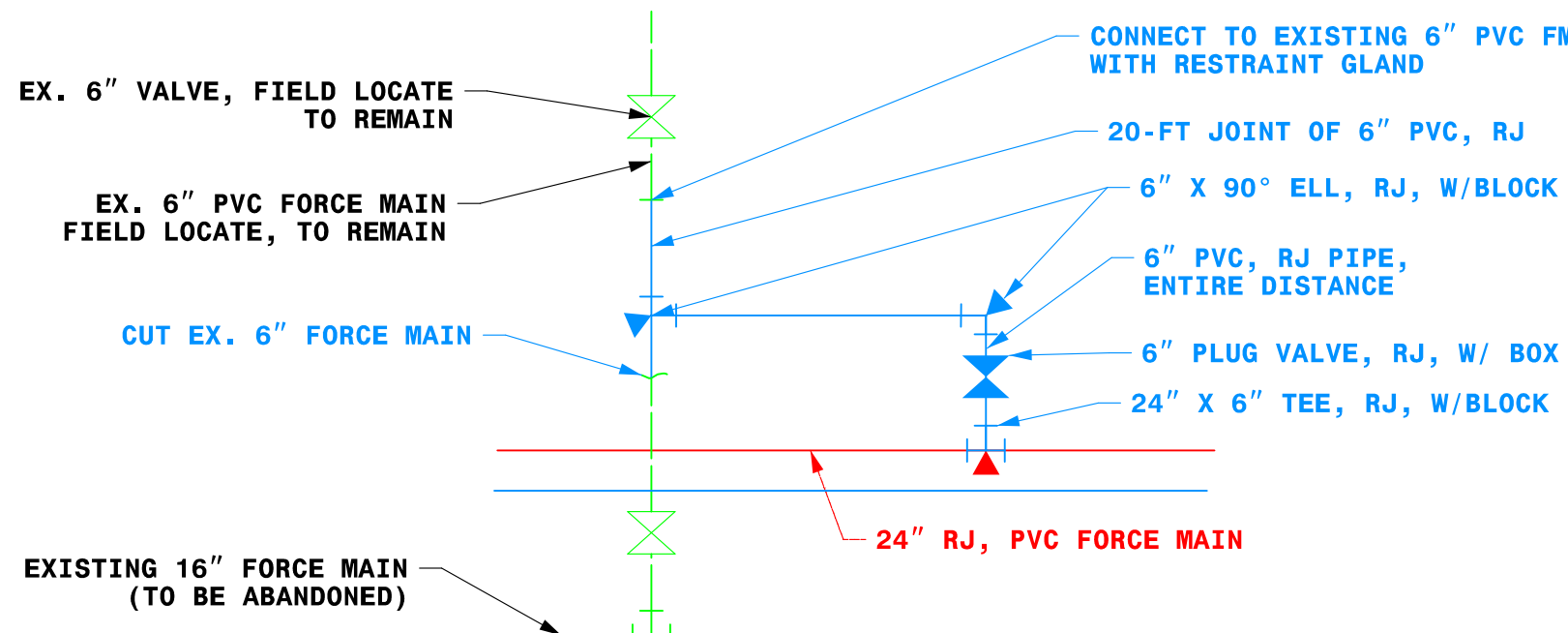
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HIGHWAY 211 UTILITY RELOCATIONS
FOR NCDOT PROJECT R-5021
BRUNSWICK COUNTY, NC

PIPING PLAN
-L- STATIONS 47+50 TO 59+00

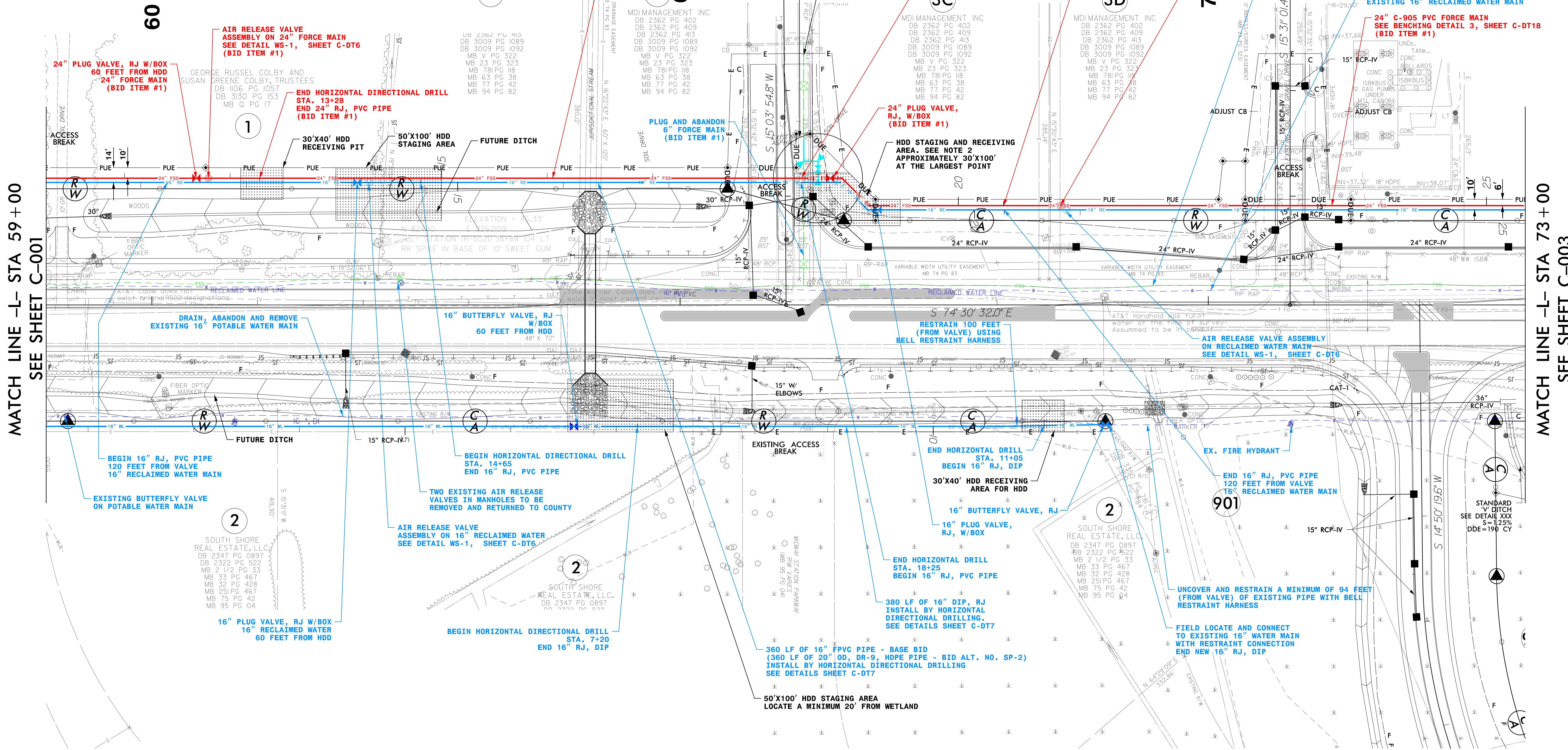
DATE	JULY 2018
PROJECT NO.	60428203
DRN. GDS/RR	CHK. JDP
DSN. GDS/RR	APP. DSS
DRAWING NO.	C-001



DETAIL A

EX. FORCE MAIN RECONNECTION (BID ITEM #1)
LOWES FOODS
NTS

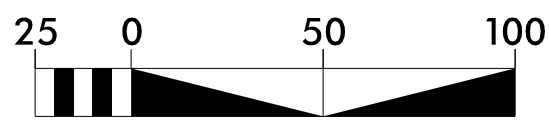
- NOTES**
- SEE SHEETS C-033 AND C-051 FOR PROFILES OF NEW MAINS.
 - COORDINATE WITH MDI MANAGEMENT, INC FOR THE CLOSURE OF ONE OF THE LANES INTO THE SHOPPING CENTER. MAINTAIN ONE LANE OF TRAFFIC AT ALL TIMES. REPAIR THE ASPHALT ROAD ONCE COMPLETED.



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HIGHWAY 211 UTILITY RELOCATIONS
FOR NCDOT PROJECT R-5021
BRUNSWICK COUNTY, NC

PIPING PLAN
-L- STATIONS 59+00 TO 73+00

DATE	JULY 2018
PROJECT NO.	60428203
DRN. GDS/RR	CHK. JDP
DSN. GDS/RR	APP. DSS
DRAWING NO.	C-002

DATE: 6/9/2018
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NOTES

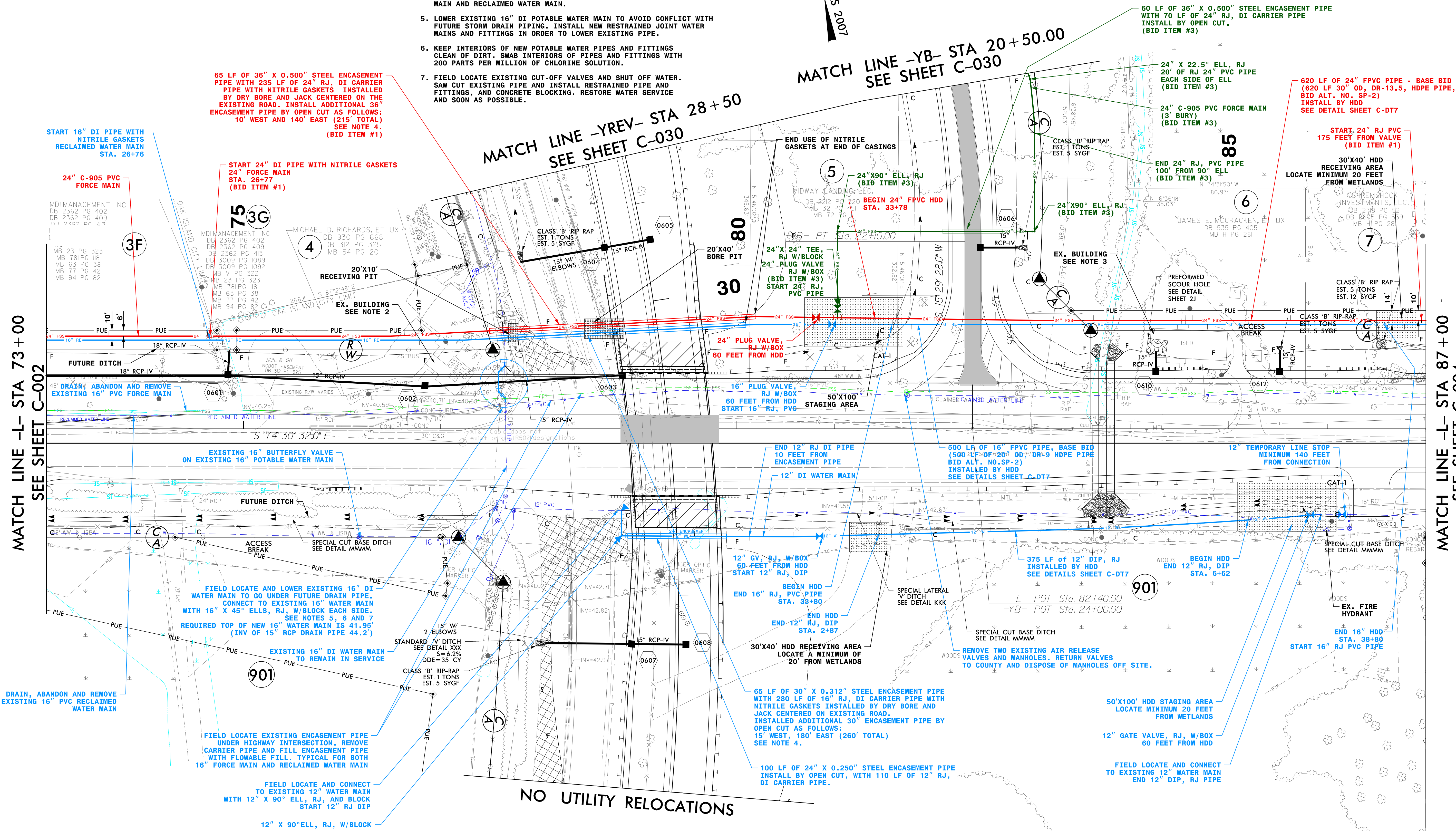
- SEE SHEET C-034 & C-51 FOR PROFILES OF NEW MAINS ALONG HIGHWAY 211. SEE SHEET C-048 FOR PROFILE OF NEW FORCE MAIN ALONG -YB-.
- EX. BUILDING, GAS PUMPS, AND UNDERGROUND FUEL STORAGE TANKS TO BE REMOVED BY NCDOT PRIOR TO INSTALLATION OF WATER MAINS.
- EX. BUILDING TO BE REMOVED BY NCDOT PRIOR TO THE INSTALLATION OF THE SEWER FORCE MAIN AND RECLAIMED WATER MAIN.
- WELD THE CASING PIPES TOGETHER. TYPICAL FOR BOTH FORCE MAIN AND RECLAIMED WATER MAIN.
- LOWER EXISTING 16" DI POTABLE WATER MAIN TO AVOID CONFLICT WITH FUTURE STORM DRAIN PIPING. INSTALL NEW RESTRAINED JOINT WATER MAINS AND FITTINGS IN ORDER TO LOWER EXISTING PIPE.
- KEEP INTERIORS OF NEW POTABLE WATER PIPES AND FITTINGS CLEAN OF DIRT. SWAB INTERIORS OF PIPES AND FITTINGS WITH 200 PARTS PER MILLION OF CHLORINE SOLUTION.
- FIELD LOCATE EXISTING CUT-OFF VALVES AND SHUT OFF WATER. SAW CUT EXISTING PIPE AND INSTALL RESTRAINED PIPE AND FITTINGS, AND CONCRETE BLOCKING. RESTORE WATER SERVICE AND SOON AS POSSIBLE.

MATCH LINE -YB- STA 20+50.00
SEE SHEET C-030

MATCH LINE -YREV- STA 28+50
SEE SHEET C-030

MATCH LINE -L- STA 73+00
SEE SHEET C-002

MATCH LINE -L- STA 87+00
SEE SHEET C-004



NO UTILITY RELOCATIONS

EXHIBIT A

GRAPHIC SCALE

25 0 50 100

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HIGHWAY 211 UTILITY RELOCATIONS
FOR NCDOT PROJECT R-5021
BRUNSWICK COUNTY, NC

PIPING PLAN
-L- STATIONS 73+00 TO 87+00

DATE JULY 2018

PROJECT NO. 60428203

DRN.	GDS/RR	CHK.	JDP
DSN.	GDS/RR	APP.	DSS
DRAWING NO.			C-003

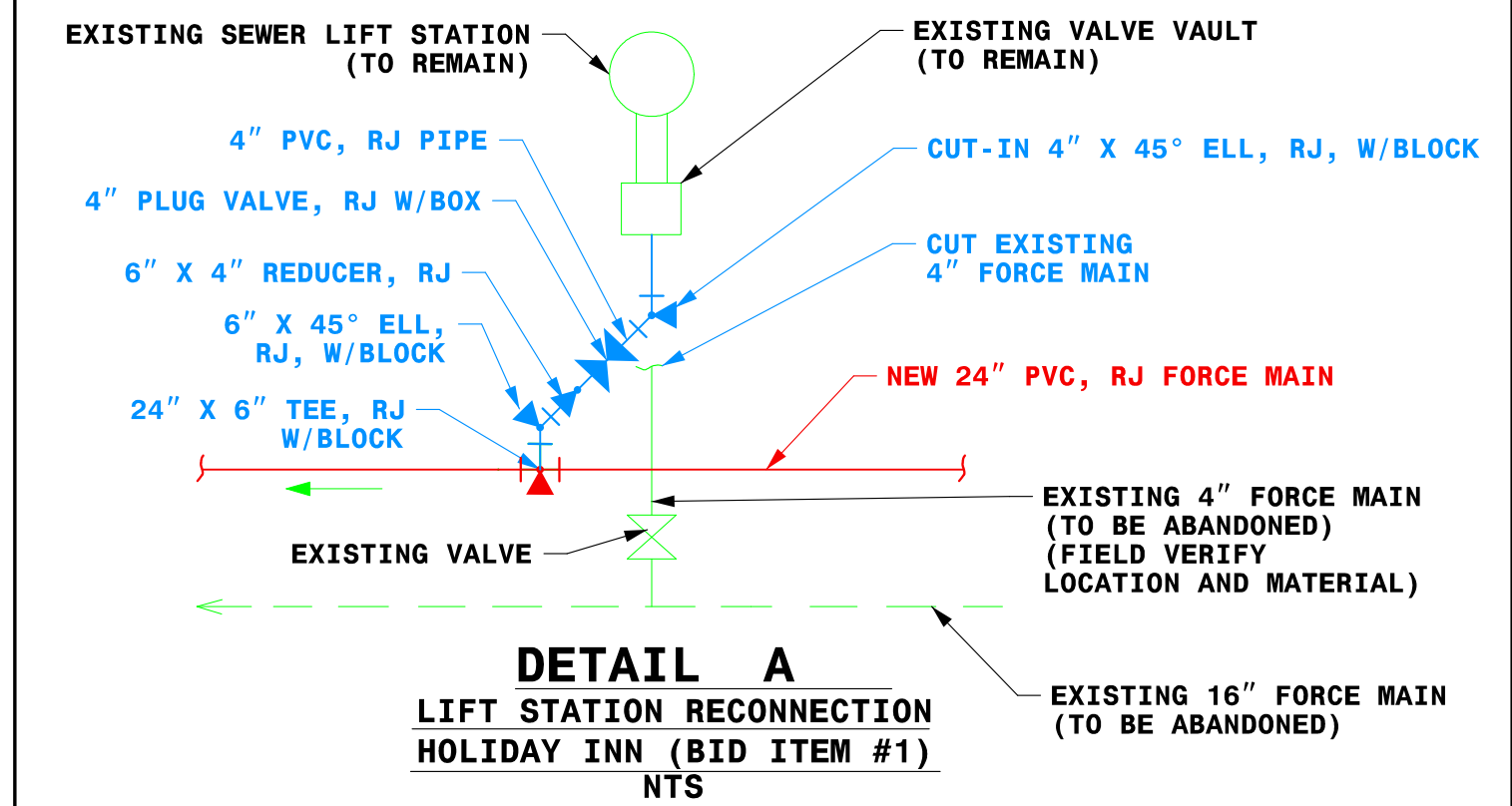
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NCDOT
SHEET
6

- NOTES
1. SEE SHEETS C-034 & C-035 FOR PROFILES OF NEW MAINS.
 2. THE CONTRACTOR SHALL REFRAIN FROM USING THE PARKING LOT OF THE HOTEL FOR THE HDD STAGING AREA.



CHARLES B. HAWLEY ASSOCIATION, LLC.
DB 1389 PG 1194
MB H PG 281
DB 1645 PG 937
DB 1510 PG 904
DB 210 PG 281
DB 122 PG 384
MB 2 PG 141

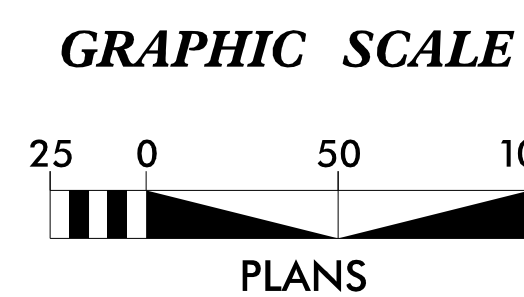
MATCH LINE -L- STA 87+00.00
SEE SHEET C-003

MATCH LINE -L- STA 101+00.00
SEE SHEET C-005

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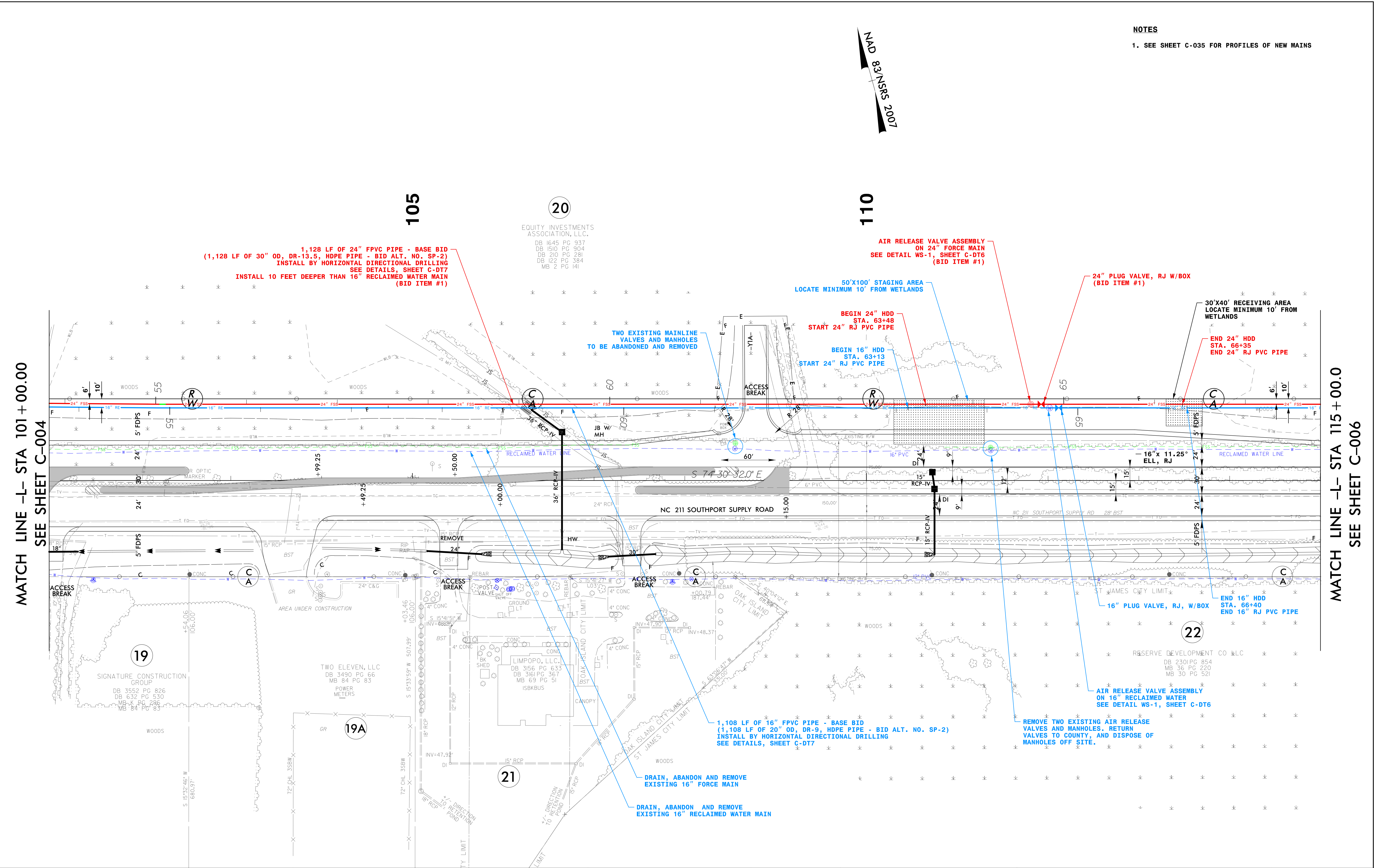
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HIGHWAY 211 UTILITY RELOCATIONS FOR NCDOT PROJECT R-5021 BRUNSWICK COUNTY, NC		DATE JULY 2018
PIPING PLAN -L- STATIONS 87+00 TO 101+00		PROJECT NO. 60428203
NCDOT SHEET 7		DRN. GDS/RR CHK. JDP DSN. GDS/RR APP. DSS DRAWING NO. C-004

DATE: 6/9/2018
TIME: 10:55:19 AM
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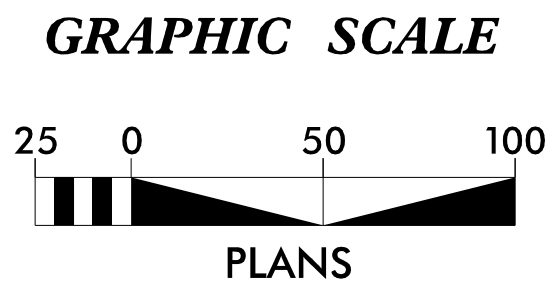
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- NOTES
- SEE SHEET C-035 FOR PROFILES OF NEW MAINS

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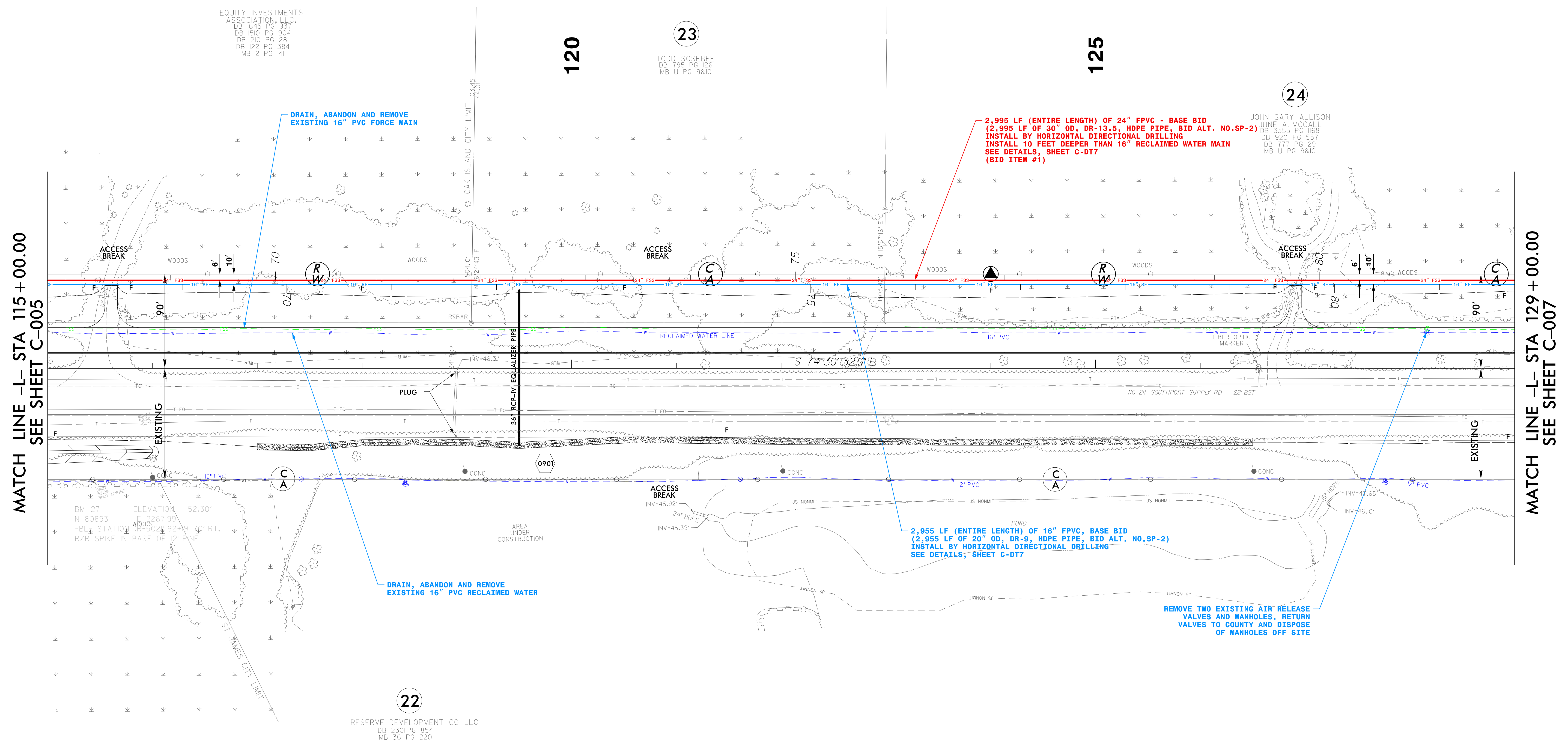
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HIGHWAY 211 UTILITY RELOCATIONS FOR NCDOT PROJECT R-5021 BRUNSWICK COUNTY, NC		DATE JULY 2018			
		PROJECT NO. 60428203			
PIPING PLAN -L- STATIONS 101+00 TO 115+00	NCDOT SHEET 8	DRN.	GDS/RR	CHK.	JDP
		DSN.	GDS/RR	APP.	DSS
		DRAWING NO. C-005			

NOTES
1. SEE SHEETS C-035 & C-036 FOR PROFILES OF NEW MAINS

NAD
83/NSRS
2007



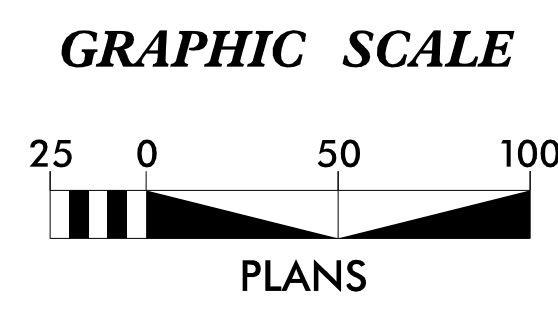
MATCH LINE -L- STA 115 + 00.00
SEE SHEET C-005

MATCH LINE -L- STA 129 + 00.00
SEE SHEET C-007

DATE: 8/9/2018
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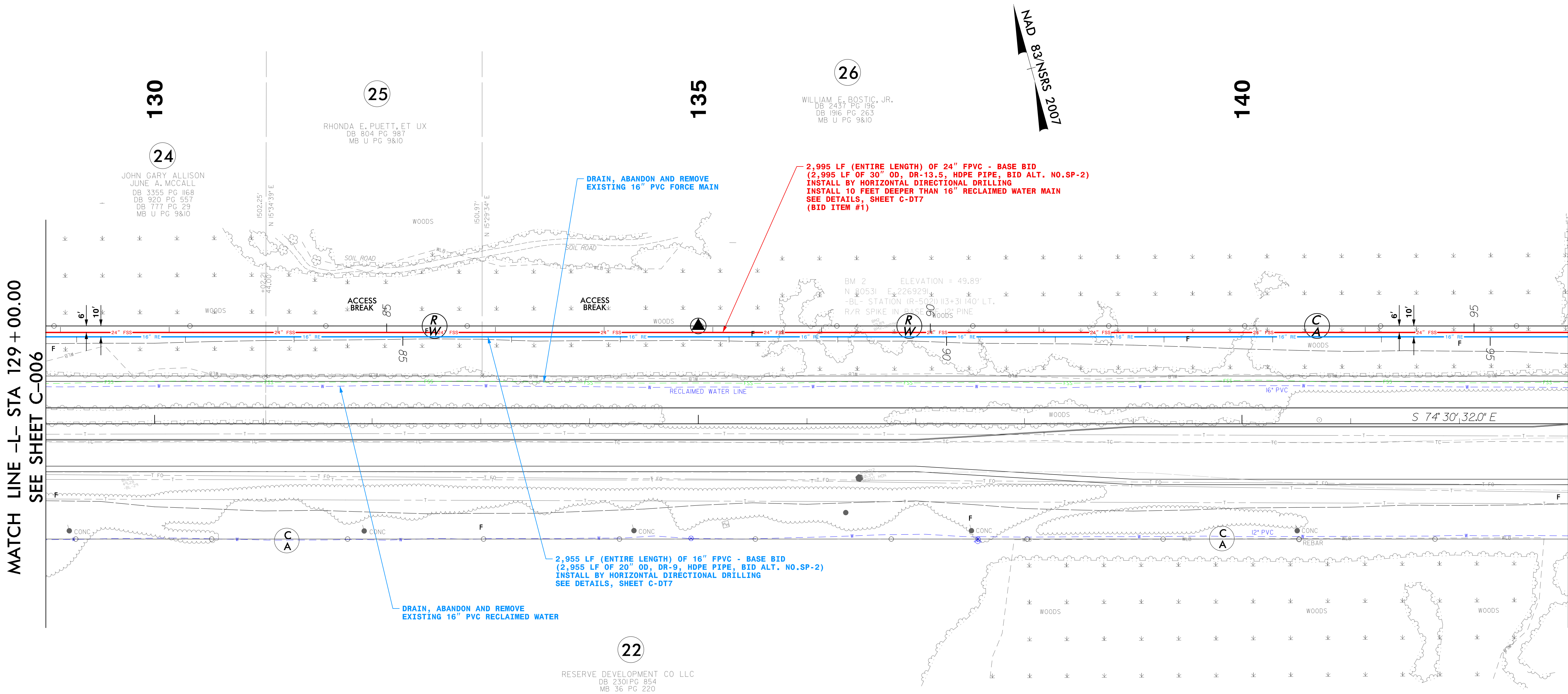
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HIGHWAY 211 UTILITY RELOCATIONS FOR NCDOT PROJECT R-5021 BRUNSWICK COUNTY, NC		DATE JULY 2018		
		PROJECT NO. 60428203		
PIPING PLAN -L- STATIONS 115+00 TO 129+00	NCDOT SHEET 9	DRN. GDS/RR	CHK.	JDP
		DSN. GDS/RR	APP.	DSS
		DRAWING NO. C-006		

NOTES
1. SEE SHEET C-036 FOR PROFILES OF NEW MAINS



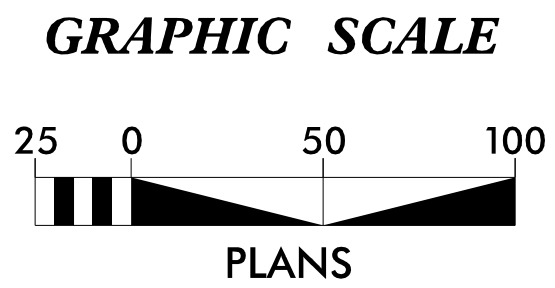
MATCH LINE -L- STA 129 + 00.00
SEE SHEET C-006

MATCH LINE -L- STA 143 + 00.00
SEE SHEET C-008

DATE: 8/9/2018
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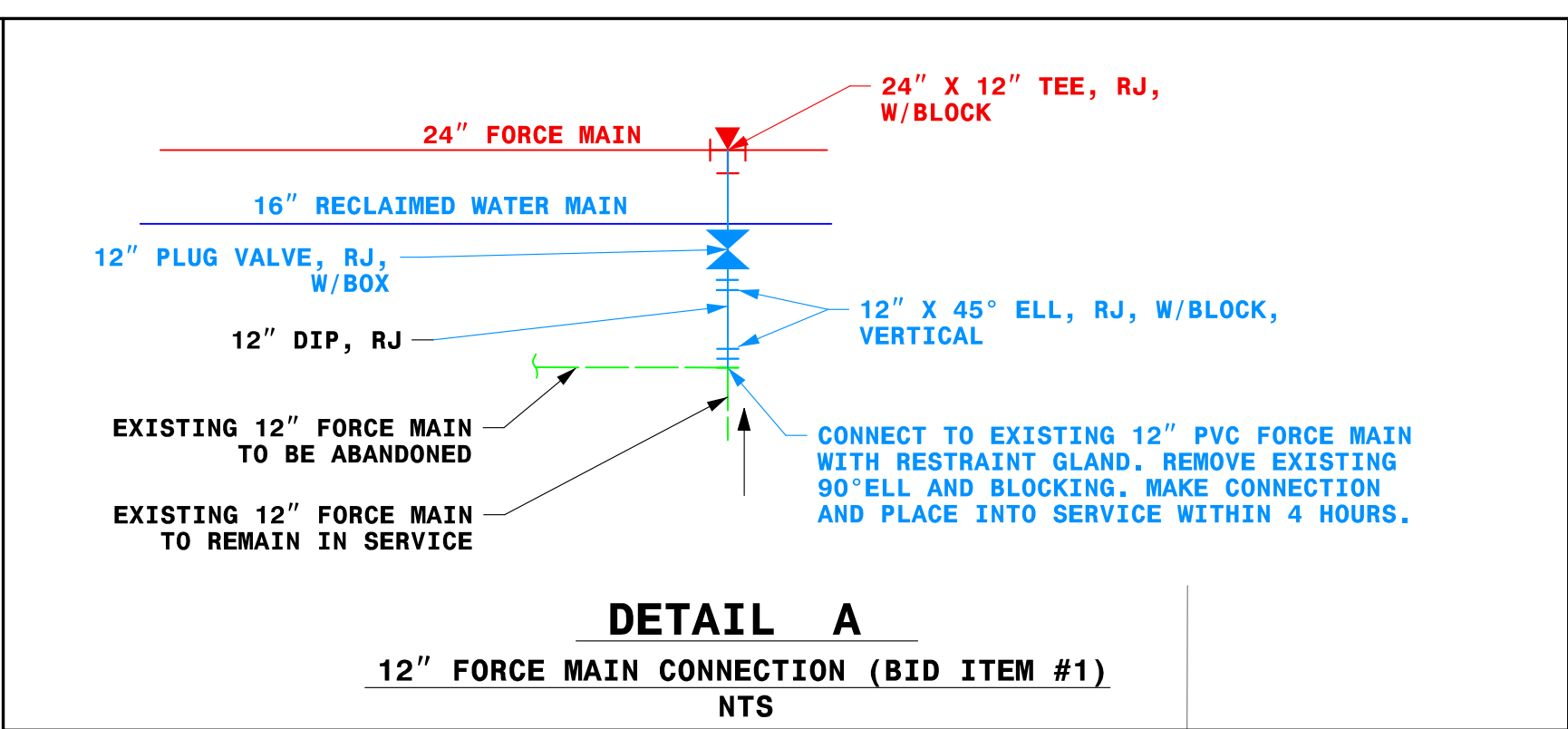
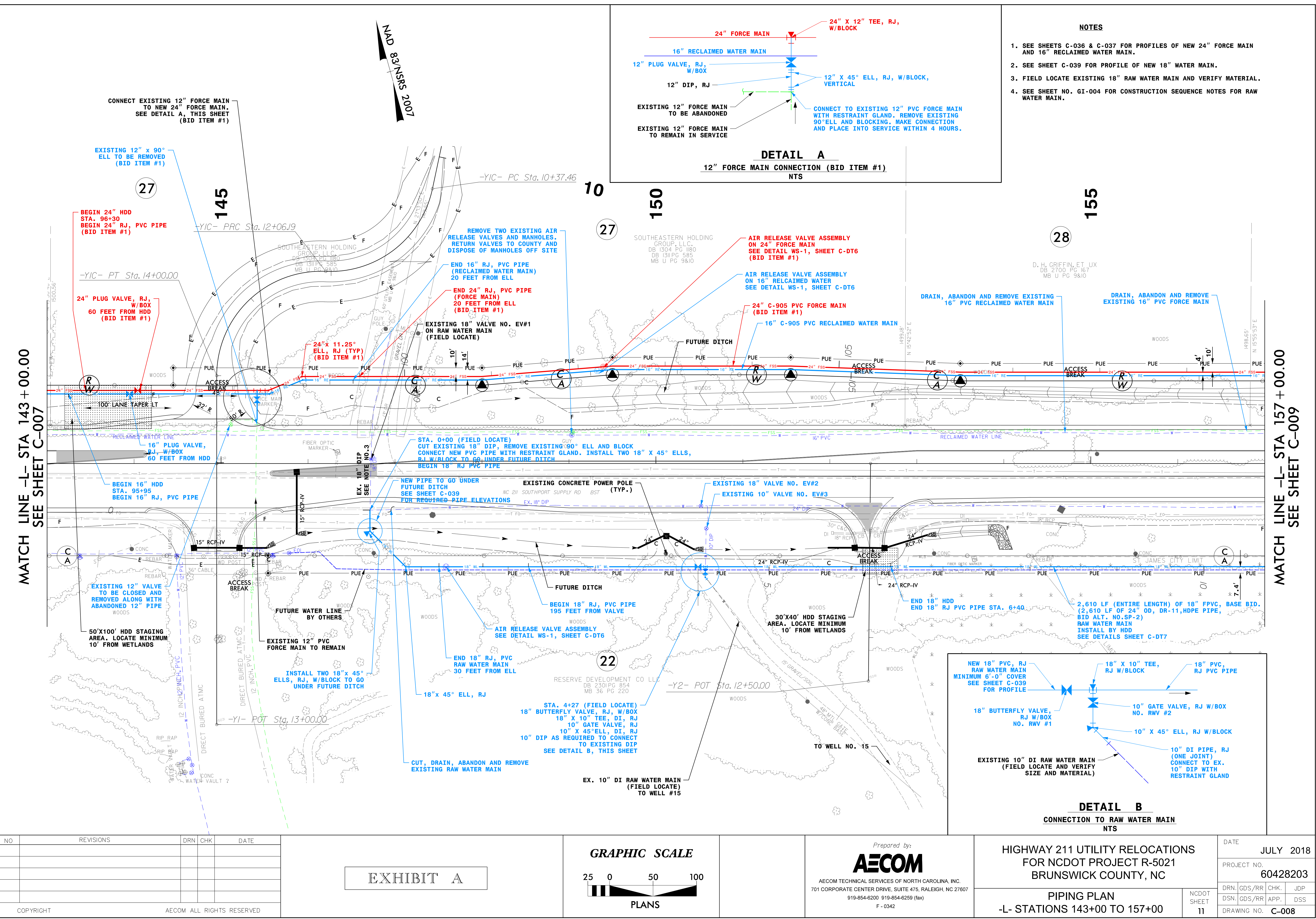
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HIGHWAY 211 UTILITY RELOCATIONS FOR NCDOT PROJECT R-5021 BRUNSWICK COUNTY, NC			DATE			JULY 2018			
			PROJECT NO.			60428203			
			DRN.	GDS/RR	CHK.	JDP			
PIPING PLAN -L- STATIONS 129+00 TO 143+00			NCDOT SHEET 10	DSN.	GDS/RR	APP.	DSS		
				DRAWING NO.			C-007		

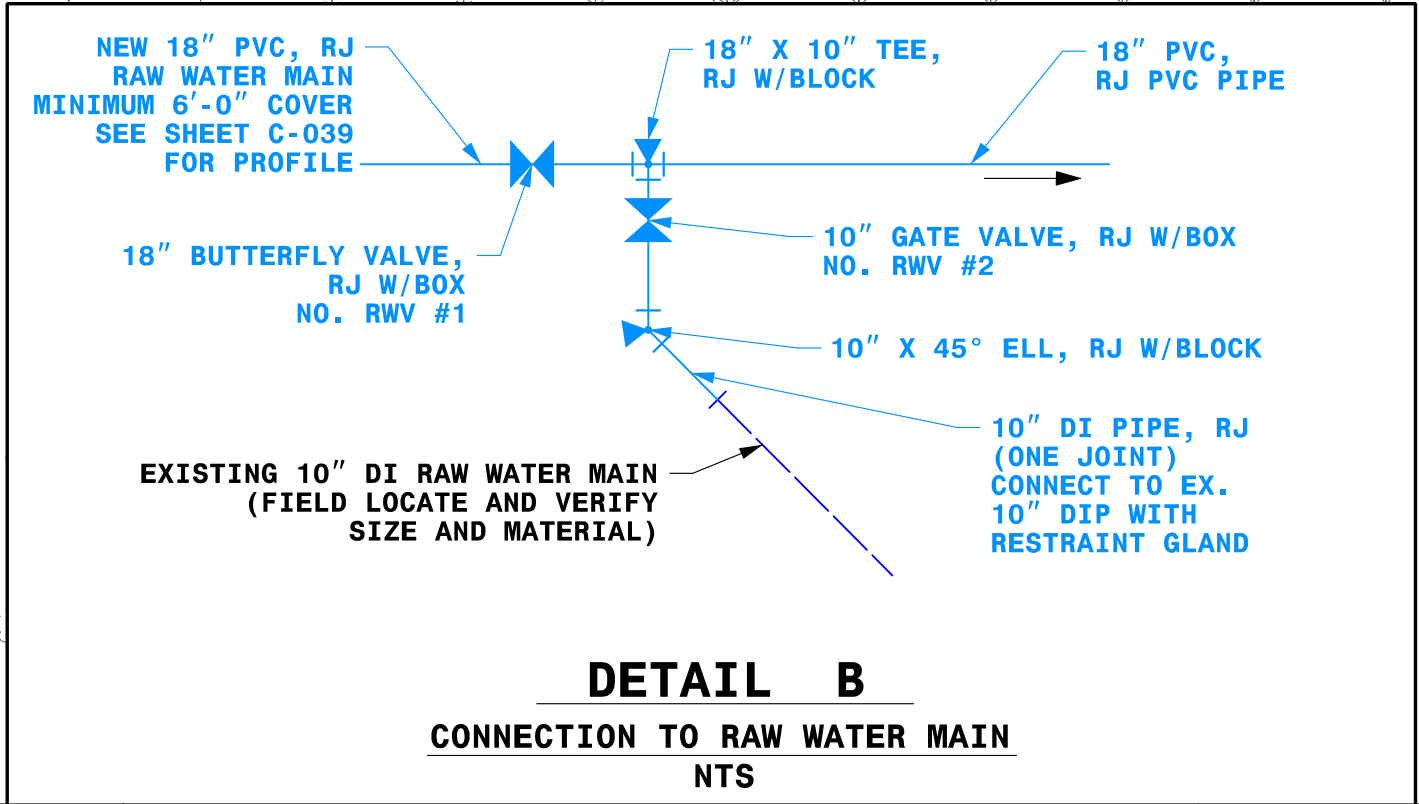
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TIME: 05:56:03 AM
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MATCH LINE -L- STA 143+00.00
SEE SHEET C-007

MATCH LINE -L- STA 157+00.00
SEE SHEET C-009

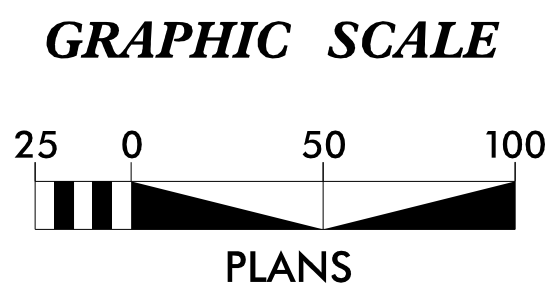


- NOTES**
1. SEE SHEETS C-036 & C-037 FOR PROFILES OF NEW 24" FORCE MAIN AND 16" RECLAIMED WATER MAIN.
 2. SEE SHEET C-039 FOR PROFILE OF NEW 18" WATER MAIN.
 3. FIELD LOCATE EXISTING 18" RAW WATER MAIN AND VERIFY MATERIAL.
 4. SEE SHEET NO. GI-004 FOR CONSTRUCTION SEQUENCE NOTES FOR RAW WATER MAIN.



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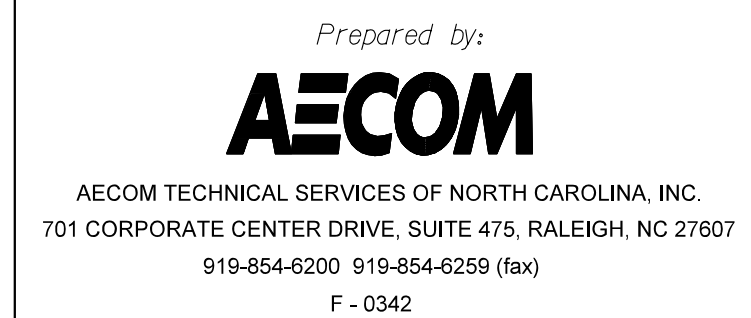
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HIGHWAY 211 UTILITY RELOCATIONS
FOR NCDOT PROJECT R-5021
BRUNSWICK COUNTY, NC

PIPING PLAN
-L- STATIONS 143+00 TO 157+00

DATE	JULY 2018
PROJECT NO.	60428203
DRN. GDS/RR	CHK. JDP
DSN. GDS/RR	APP. DSS
DRAWING NO.	C-008

1. SEE SHEET C-037 FOR PROFILES OF NEW 24" FORCE MAIN AND 16" RECLAIMED WATER MAIN.
2. SEE SHEETS C-039 & C-040 FOR PROFILE OF NEW 18" WATER MAIN.

EXHIBIT A

PIPING PLAN
-L- STATIONS 157+00 TO 171+00

DATE			
JULY 2018			
PROJECT NO.			
60428203			
DRN.	GDS/RR	CHK.	JDP
DSN.	GDS/RR	APP.	DSS
DRAWING NO.		C-009	

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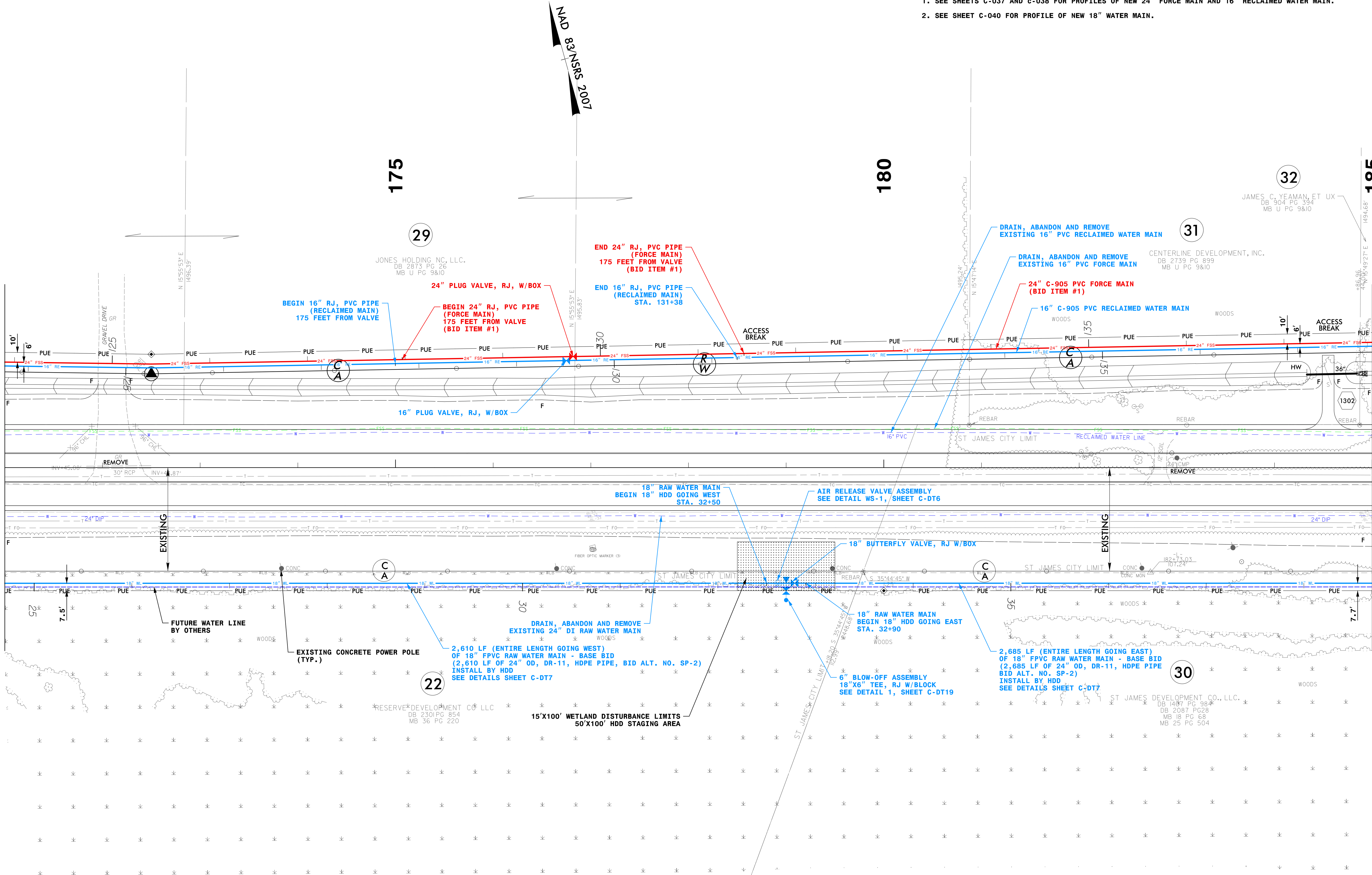
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NOTES

1. SEE SHEETS C-037 AND C-038 FOR PROFILES OF NEW 24" FORCE MAIN AND 16" RECLAIMED WATER MAIN.
2. SEE SHEET C-040 FOR PROFILE OF NEW 18" WATER MAIN.

MATCH LINE -L- STA 171+00.00
SEE SHEET C-009

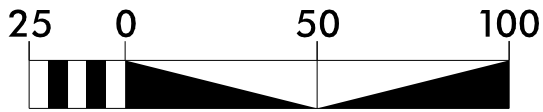
MATCH LINE -L- STA 185+00.00
SEE SHEET C-011



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HIGHWAY 211 UTILITY RELOCATIONS
FOR NCDOT PROJECT R-5021
BRUNSWICK COUNTY, NC

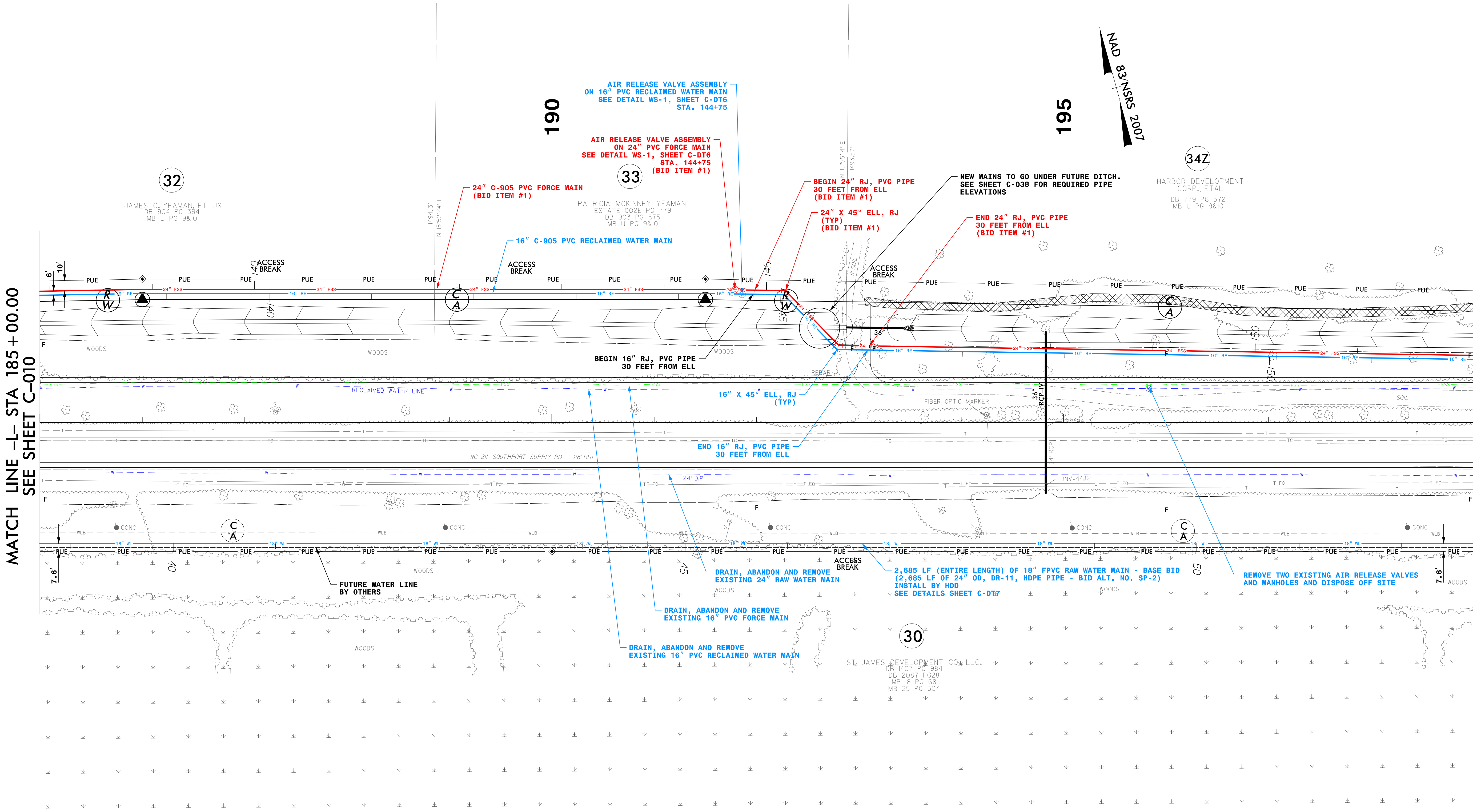
PIPING PLAN
-L- STATIONS 171+00 TO 185+00

DATE JULY 2018			
PROJECT NO. 60428203			
DRN.	GDS/RR	CHK.	JDP
DSN.	GDS/RR	APP.	DSS
DRAWING NO. C-010			

NCDOT
SHEET
13

NOTES

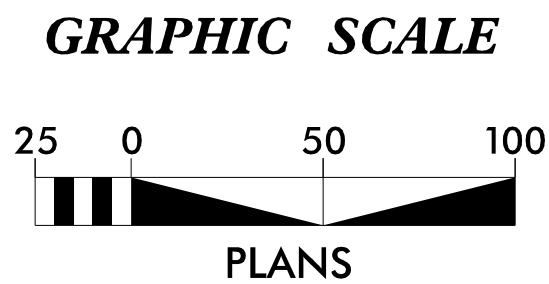
1. SEE SHEET C-038 FOR PROFILES OF NEW 24" FORCE MAIN AND 16" RECLAIMED WATER MAIN.
2. SEE SHEET C-041 FOR PROFILE OF NEW 18" WATER MAIN.



DATE: 8/9/2018
TIME: 10:56:41 AM
DWG: P:\0428203\000_Works\015_Utility Construction\Agreement Plans\R-5021_UC_PSH4.dgn

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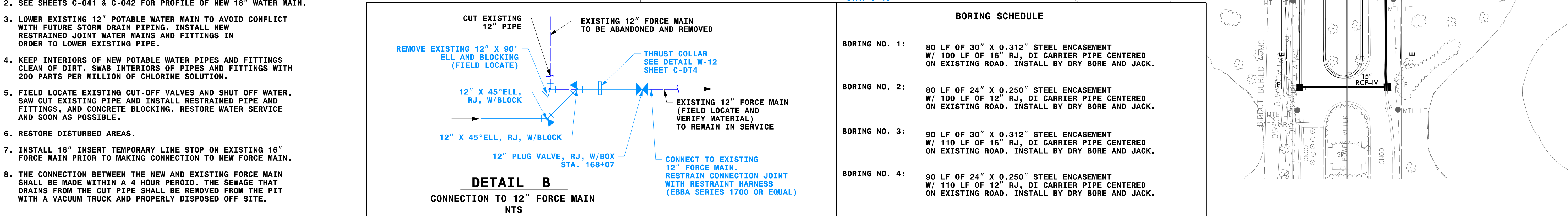
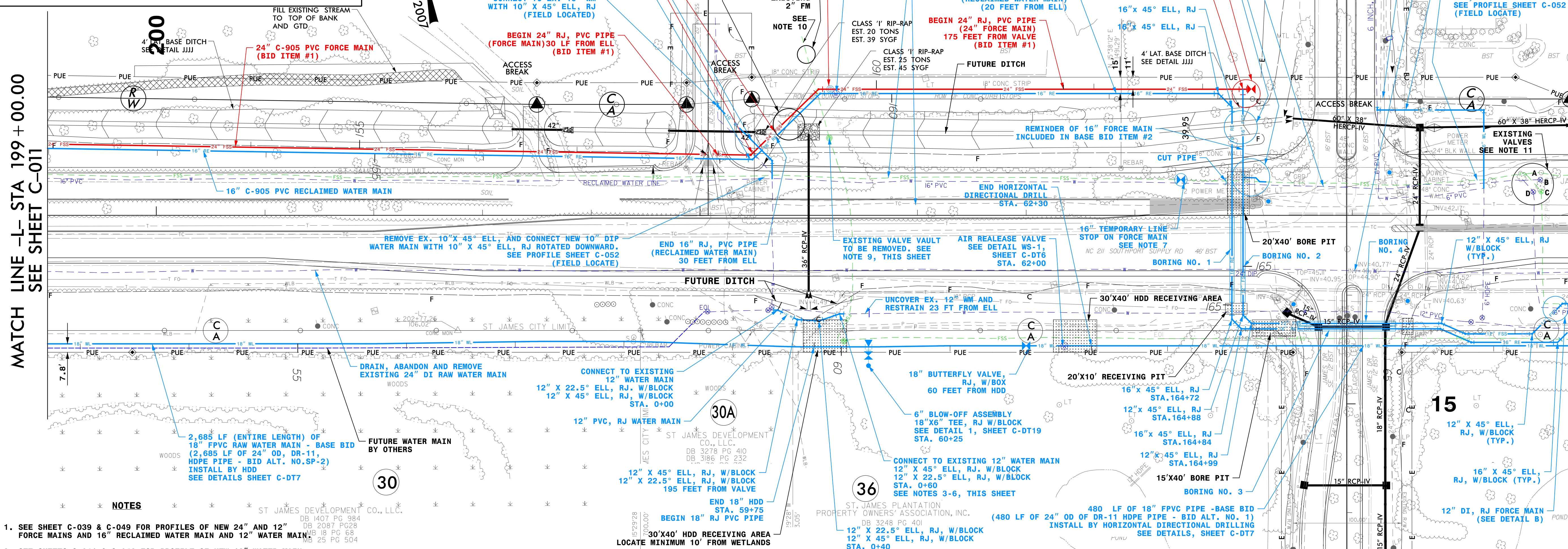


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HIGHWAY 211 UTILITY RELOCATIONS FOR NCDOT PROJECT R-5021 BRUNSWICK COUNTY, NC		DATE JULY 2018			
		PROJECT NO. 60428203			
		DRN.	GDS/RR	CHK.	JDP
PIPING PLAN -L- STATIONS 185+00 TO 199+00	NCDOT SHEET 14	DSN.	GDS/RR	APP.	DSS
		DRAWING NO. C-011			

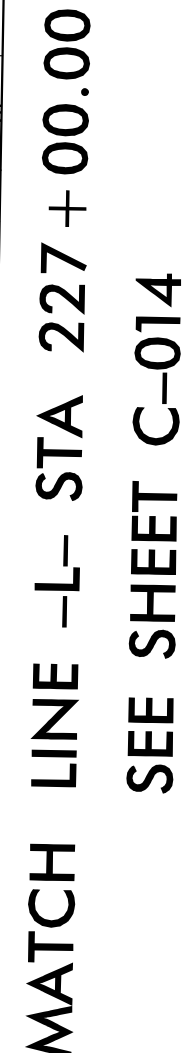


<p align="center">HIGHWAY 211 UTILITY RELOCATIONS FOR NCDOT PROJECT R-5021 BRUNSWICK COUNTY, NC</p>		
<p align="center">PIPING PLAN</p> <p>-L- STATIONS 199+00 TO 213+00</p>		<p>NCDOT SHEET</p>

DATE				JULY 2018			
PROJECT NO.				60428203			
DRN.	GDS/RR	CHK.	JDP				
DSN.	GDS/RR	APP.	DSS				
DRAWING NO.				C-012			



225



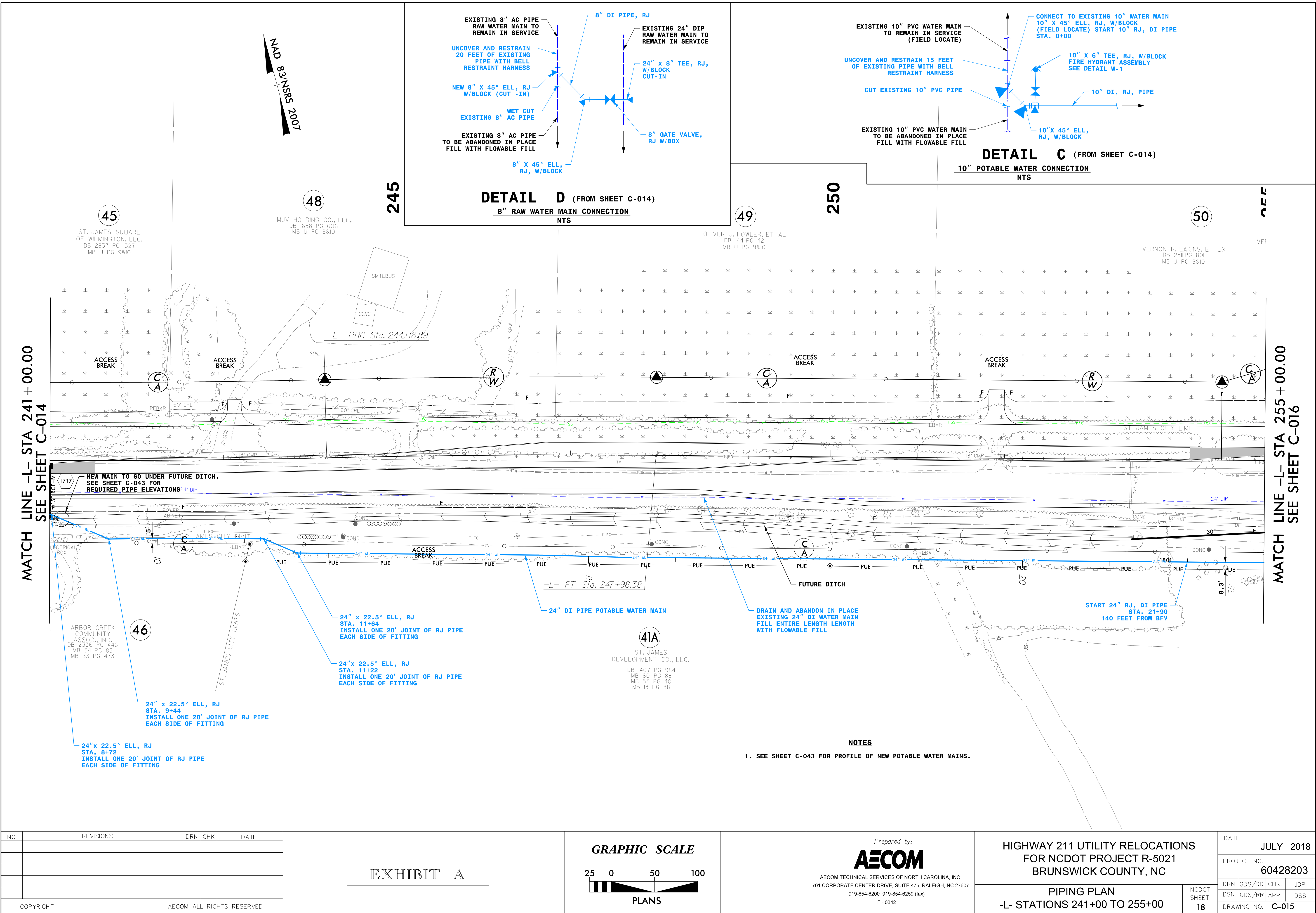
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PROJECT NO.							
60428203							
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DSN.	GDS/RR		APP.		DSS		
DRAWING NO.				C-013			

DATE: 8/9/2018
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DATE: 8/9/2018
TIME: 10:57:34 AM
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MATCH LINE -L- STA 241+00.00
SEE SHEET C-014

MATCH LINE -L- STA 255+00.00
SEE SHEET C-016



1. INSTALL NEW 24 INCH WATER MAIN UNDER EXISTING 12 INCH WATER MAIN IN ORDER TO KEEP THE 12 INCH WATER MAIN IN SERVICE UNTIL THE RECONNECTIONS CAN BE MADE.
2. KEEP INTERIORS OF NEW PIPES AND FITTINGS CLEAN OF DIRT. SWAB INTERIORS OF PIPES AND FITTINGS WITH 200 PARTS PER MILLION OF CHLORINE SOLUTION.
3. FIELD LOCATE EXISTING CUT-OFF VALVES AND SHUT OFF WATER. FIELD VERIFY LOCATION, SIZE AND MATERIAL OF EXISTING WATER MAIN. SAW CUT EXISTING PIPE AND INSTALL RESTRAINED PIPE AND FITTINGS. AND CONCRETE BLOCKING. RESTORE WATER SERVICE AND SOON AS POSSIBLE. CONNECT TO EXISTING PIPES WITH RESTRAINED COUPLINGS AND 20 FEET OF RESTRAINED JOINT PIPE.
4. RESTORE DISTURBED AREAS.
5. SEE SHEETS C-043 & C-044 FOR PROFILE OF NEW WATER MAIN.



EXHIBIT A



DATE: 8/9/2018
TIME: 10:57:46 AM
GIVEN: P:\60428203\00_Work\915_Utility Construction\Agreement Plans\R-5021_UC_PSH\915.dgn

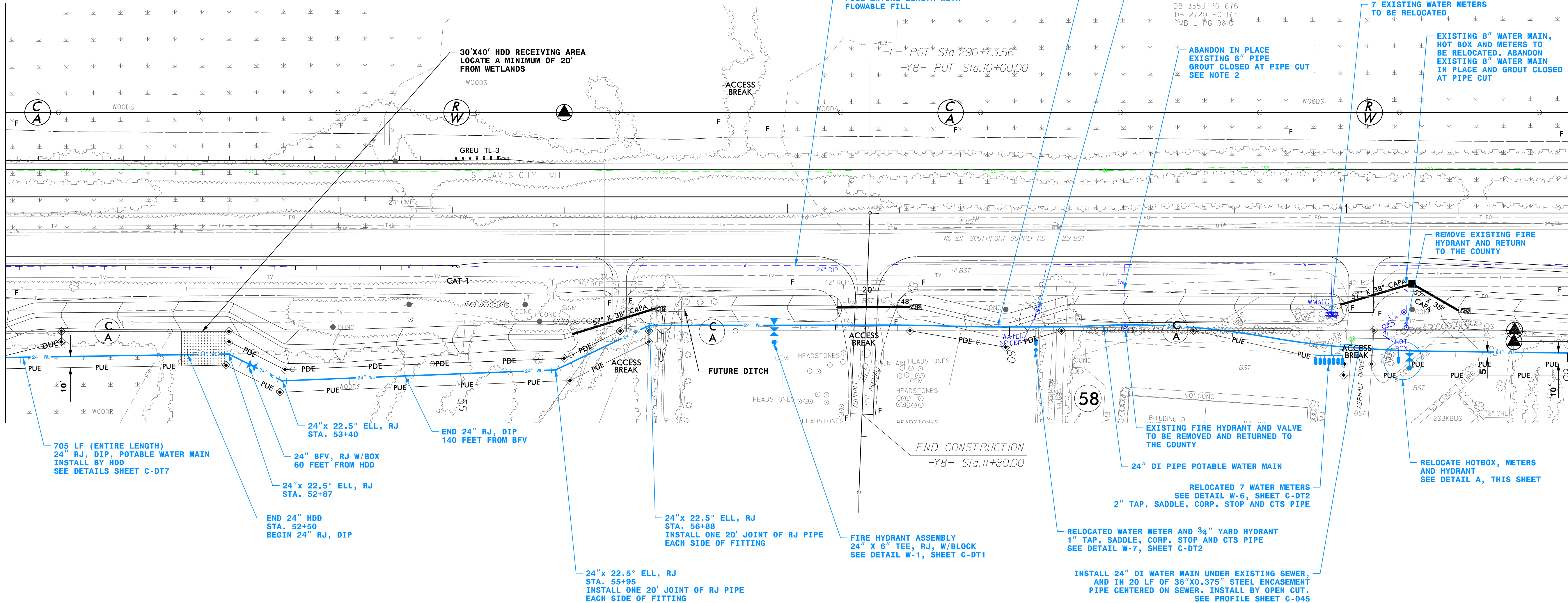
EXHIBIT A

PIPING PLAN
-L- STATIONS 269+00 TO 283+00

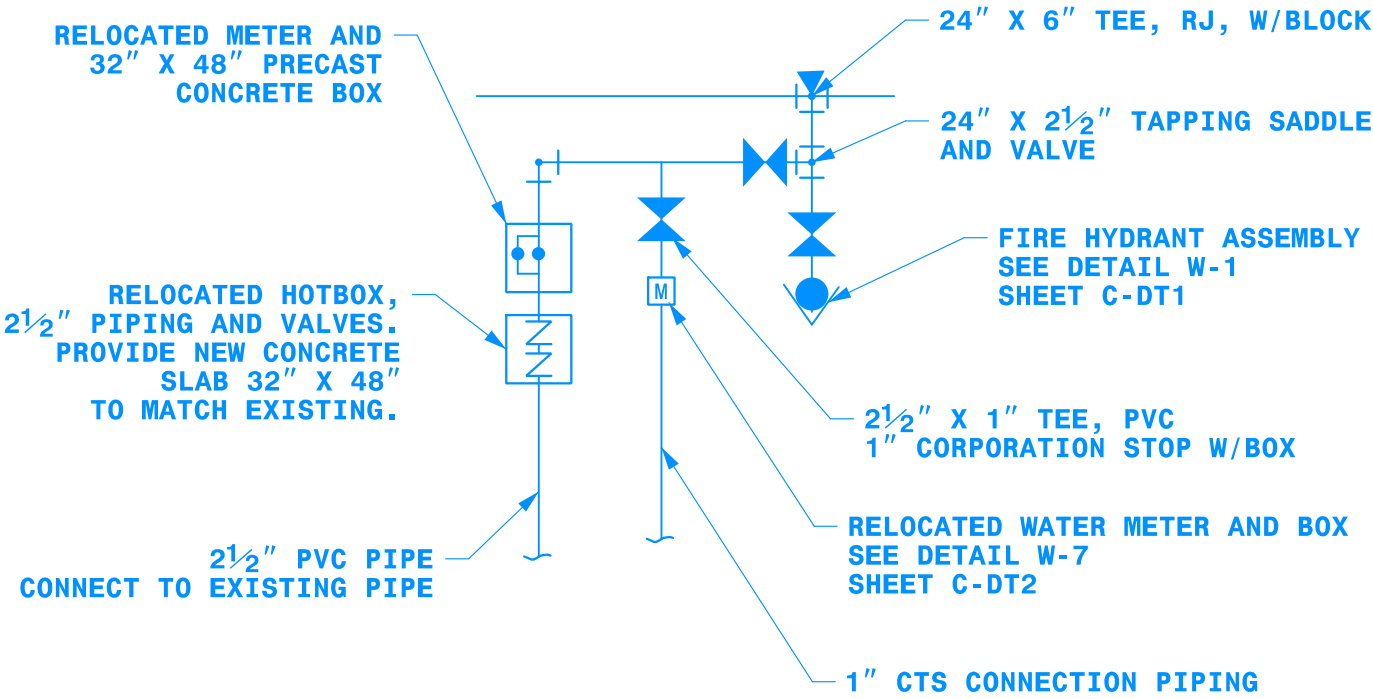
DATE				JULY 2018			
PROJECT NO.				60428203			
DRN.	GDS/RR	CHK.	JDP				
DSN.	GDS/RR	APP.	DSS				
DRAWING NO.				C-017			

DATE: 8/9/2018
TIME: 05:56:09 AM
DWG: P:\0428203\000\Work\915_Utility Construction\Agreement Plans\R-5021 UC_P5H2.dgn

MATCH LINE -L- STA 283 + 00.00
SEE SHEET C-017

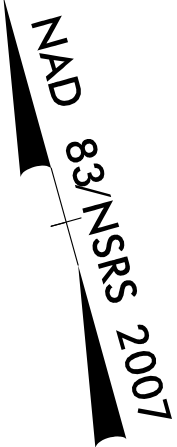


285



DETAIL A
NTS

290



295

NOTES

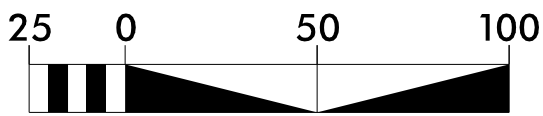
1. SEE SHEET C-045 FOR PROFILE OF NEW WATER MAIN.
2. FIELD LOCATE EXISTING WATER MAINS IN ORDER TO KEEP THE EXISTING IN SERVICE UNTIL THE RECONNECTIONS CAN BE MADE.

MATCH LINE -L- STA 297 + 00.00
SEE SHEET C-019

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EXHIBIT A

GRAPHIC SCALE



PLANS

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919-854-6200 919-854-6259 (fax)
F - 0342

HIGHWAY 211 UTILITY RELOCATIONS
FOR NCDOT PROJECT R-5021
BRUNSWICK COUNTY, NC

PIPING PLAN
-L- STATIONS 283+00 TO 297+00

NS	DATE				JULY 2018	
	PROJECT NO.				60428203	
NCDOT SHEET 21	DRN.	GDS/RR	CHK.	JDP		
	DSN.	GDS/RR	APP.	DSS		
	DRAWING NO.			C-018		

1. SEE SHEET C-045 FOR PROFILE OF NEW WATER MAIN.
2. FIELD LOCATE EXISTING WATER MAINS AND INSTALL NEW WATER MAIN UNDER EXISTING MAINS IN ORDER TO KEEP THE EXISTING IN SERVICE UNTIL THE RECONNECTIONS CAN BE MADE.

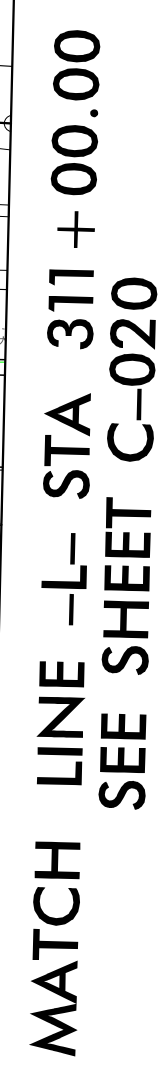


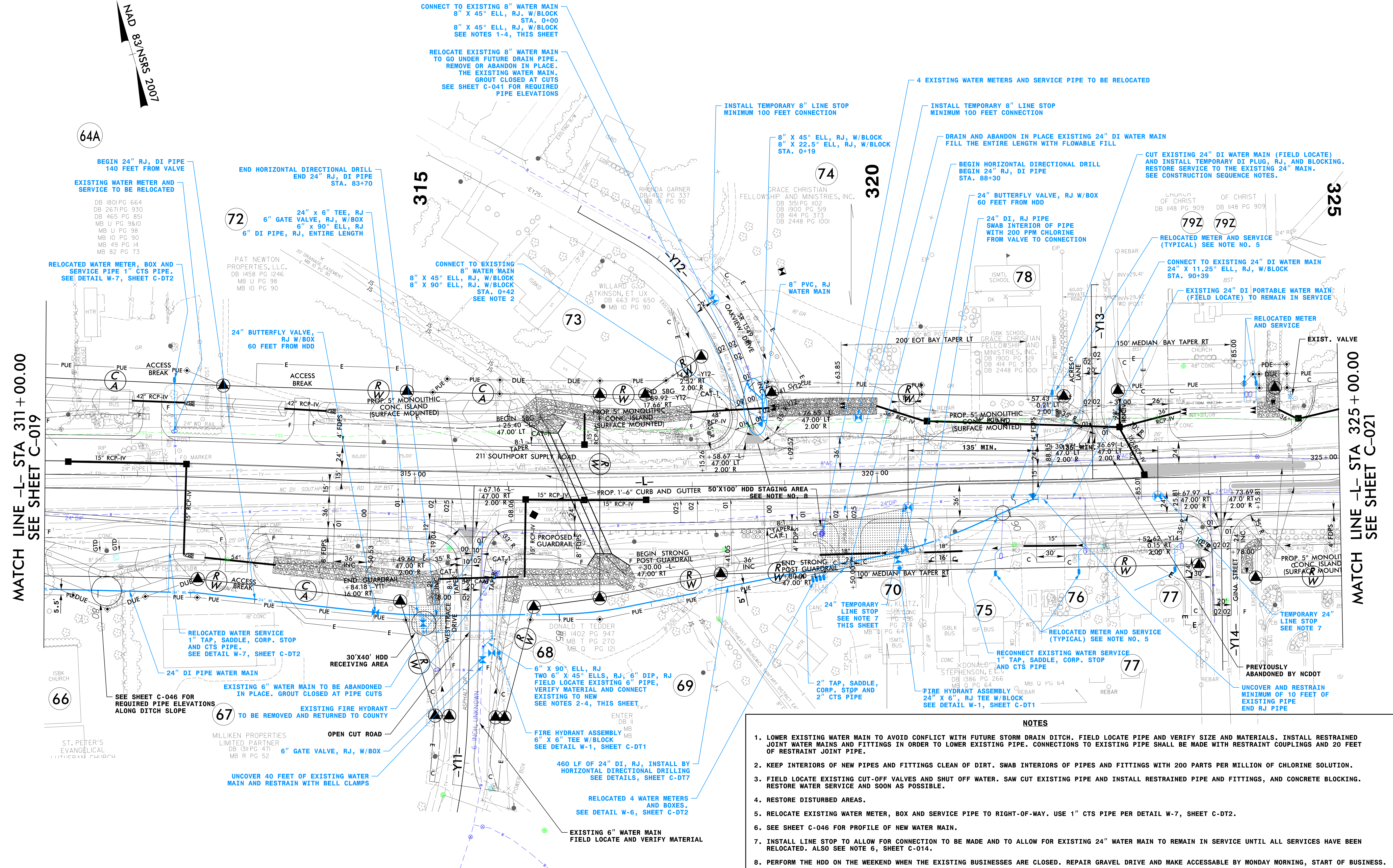
EXHIBIT A



PIPING PLAN
-L- STATIONS 297+00 TO 311+00

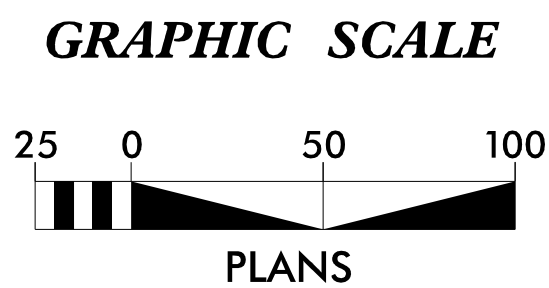
DATE				JULY 2018			
PROJECT NO.							
60428203							
DRN.		GDS/RR		CHK.		JDP	
DSN.		GDS/RR		APP.		DSS	
DRAWING NO.				C-019			

DATE: 8/9/2018
TIME: 10:58:20 AM
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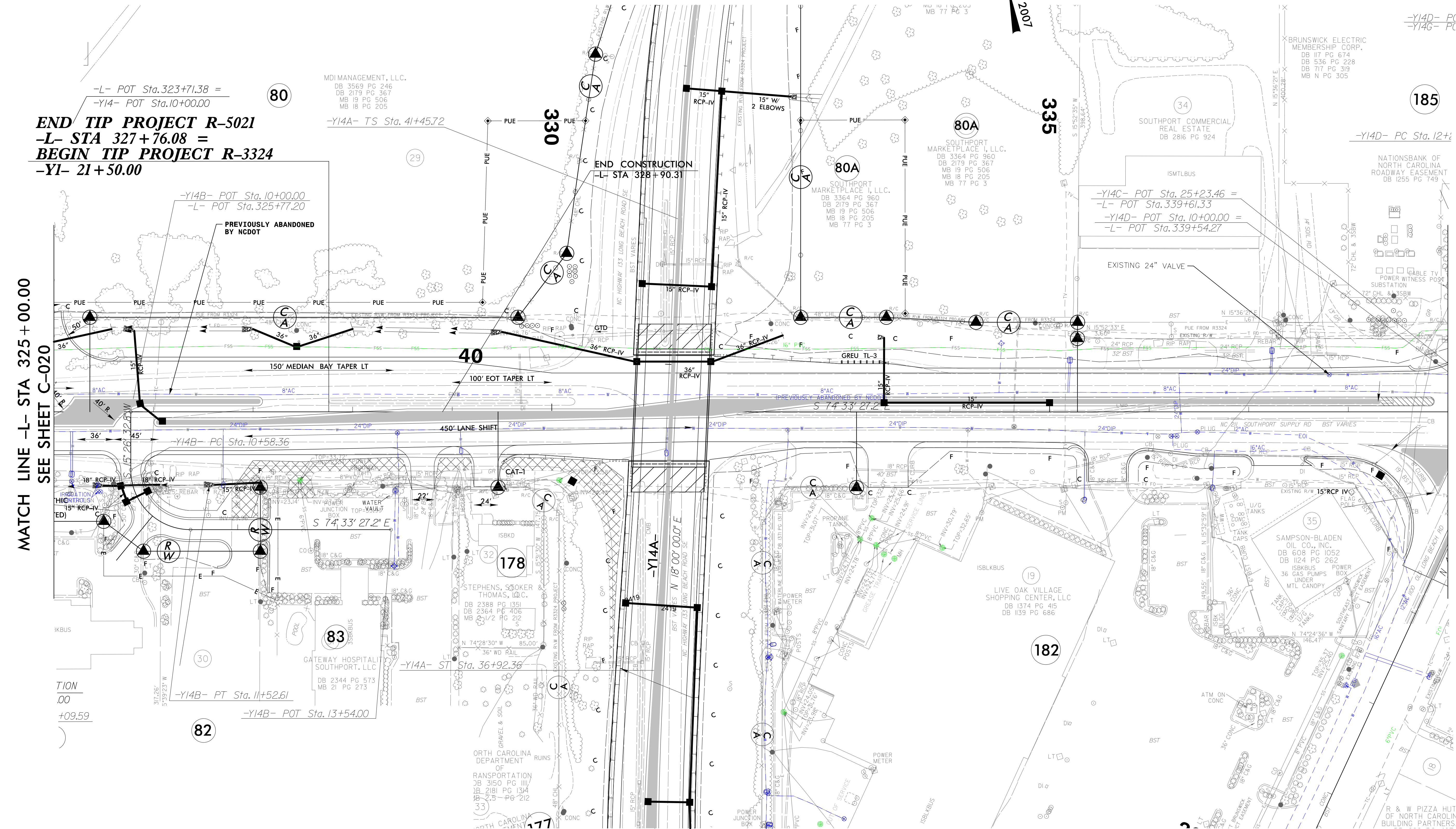
HIGHWAY 211 UTILITY RELOCATIONS
FOR NCDOT PROJECT R-5021
BRUNSWICK COUNTY, NC

PIPING PLAN
-L- STATIONS 311+00 TO 325+00

S	DATE			
	JULY 2018			
NCDOT SHEET 23	PROJECT NO.			
	60428203			
	DRN.	GDS/RR	CHK.	JDP
	DSN.	GDS/RR	APP.	DSS
	DRAWING NO. C-020			

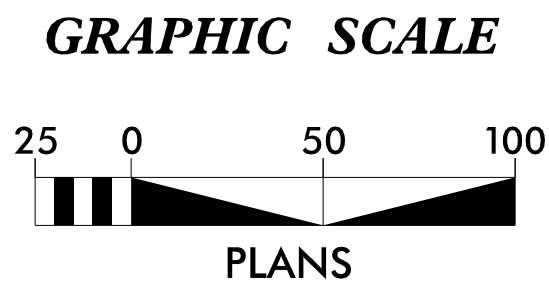
NOTES

1. NO WORK TO BE PERFORMED ON THIS PLAN SHEET. THE PLAN SHEET INCLUDED FOR PROJECT CONTINUITY AND INFORMATION PURPOSES ONLY



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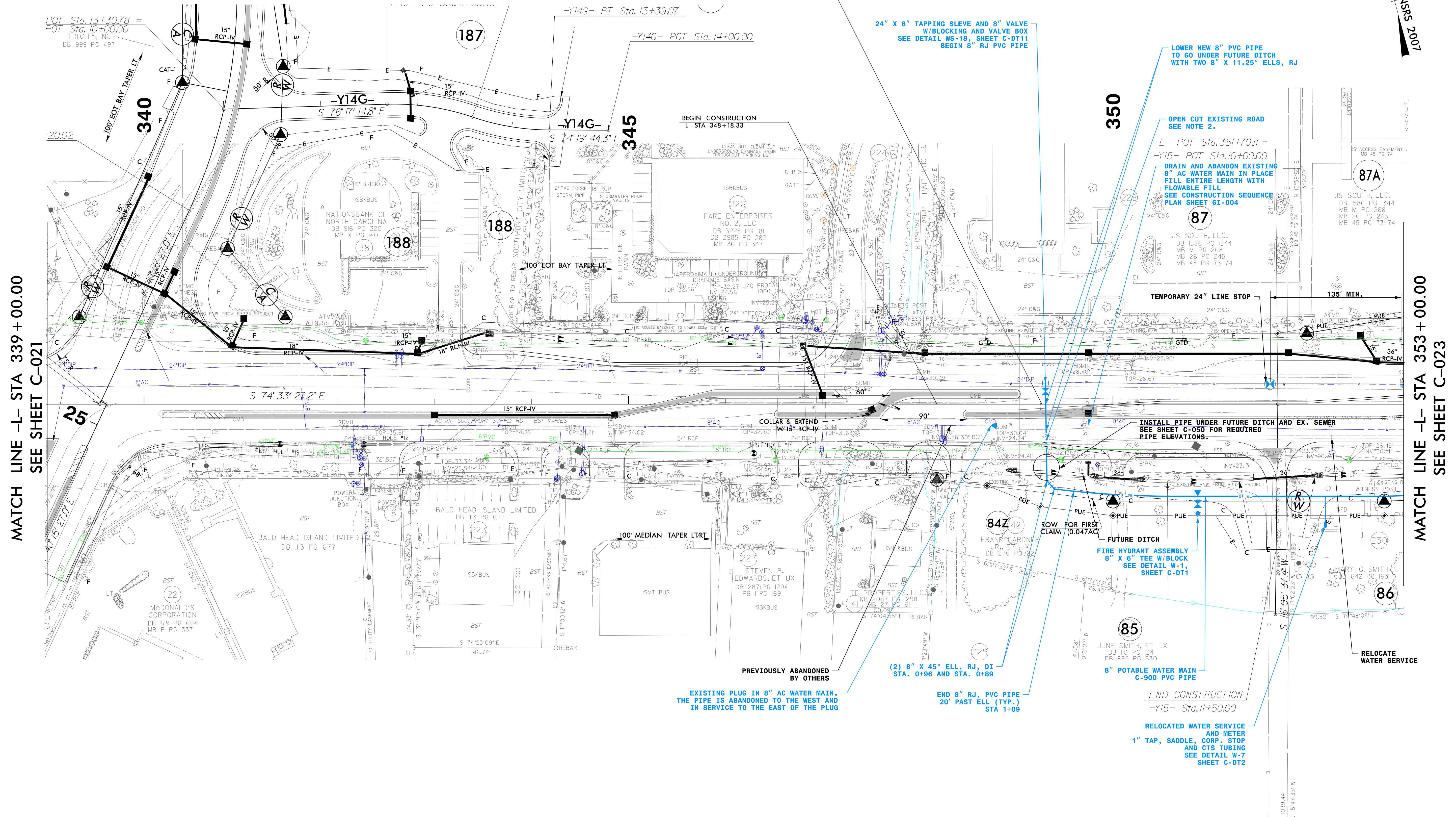
HIGHWAY 211 UTILITY RELOCATIONS FOR NCDOT PROJECT R-5021 BRUNSWICK COUNTY, NC		DATE JULY 2018
PIPING PLAN -L- STATIONS 325+00 TO 339+00		PROJECT NO. 60428203
NCDOT SHEET 24		DRN. GDS/RR CHK. JDP DSN. GDS/RR APP. DSS DRAWING NO. C-021

DATE: 6/9/2018
TIME: 10:58:46 AM
DGN: F:\0428203\000\Work\915_Utility Construction\Agreement Plans\R-5021_UC_P51424.dgn

1. SEE SHEET C-050 FOR PROFILE OF NEW WATER MAIN.
2. FOR OPEN CUTTING THE HIGHWAY, THE CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN, AND SHALL NOTIFY NCDOT ONE WEEK PRIOR TO THE LANE CLOSURE. ONE LANE OF TRAFFIC SHALL REMAIN OPEN AT ALL TIMES. THE CONTRACTOR SHALL PROVIDE PROPER SIGNING AND FLAGGED TECHNIQUES.

NAD 83/NSRS 2007

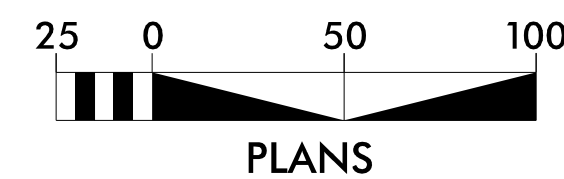
BEGIN TIP PROJECT R-5021
-L- STA 349+26.44 =
END TIP PROJECT R-3324
-YI- STA 43+00.36



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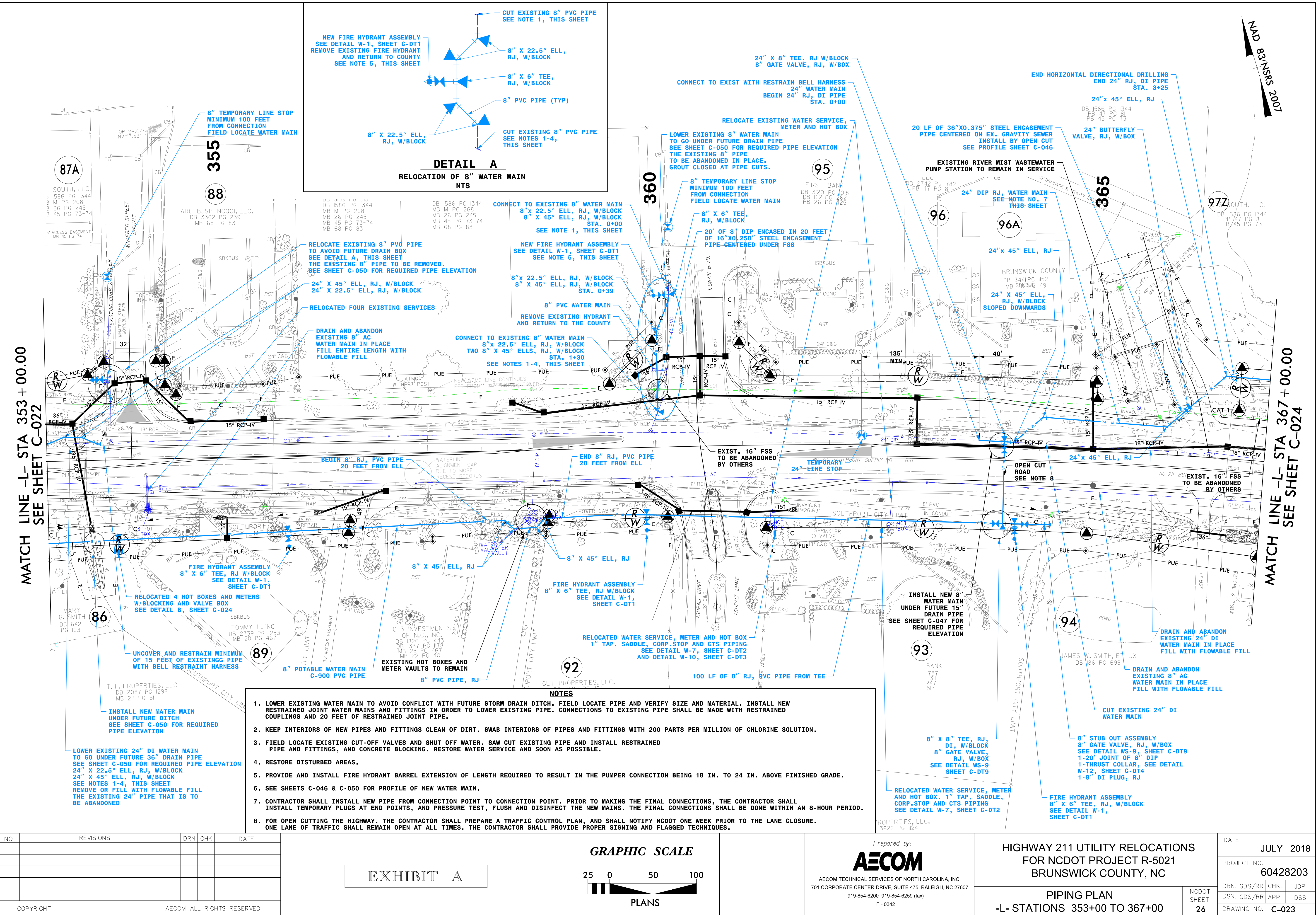
HIGHWAY 211 UTILITY RELOCATIONS
FOR NCDOT PROJECT R-5021
BRUNSWICK COUNTY, NC

PIPING PLAN
-L- STATIONS 339+00 TO 353+00

DATE				JULY 2018			
PROJECT NO.				60428203			
DRN.	GDS/RR	CHK.	JDP				
DSN.	GDS/RR	APP.	DSS				
DRAWING NO.				C-022			

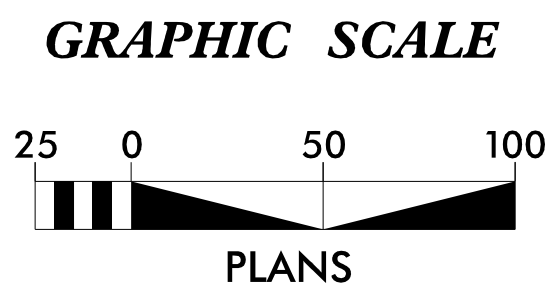
DATE: 8/9/2018
TIME: 10:58:58 AM
DOCN: PL60428203900_Work\915_Utility Construction\Agreement Plans\R-5021_UC_PSH25.dgn

DATE: 8/9/2018
TIME: 10:59:00 AM
DWN: F:\040428203\000\Work\915_Utility_Construction\Agreement Plans\R-5021_UC_P51425.dgn



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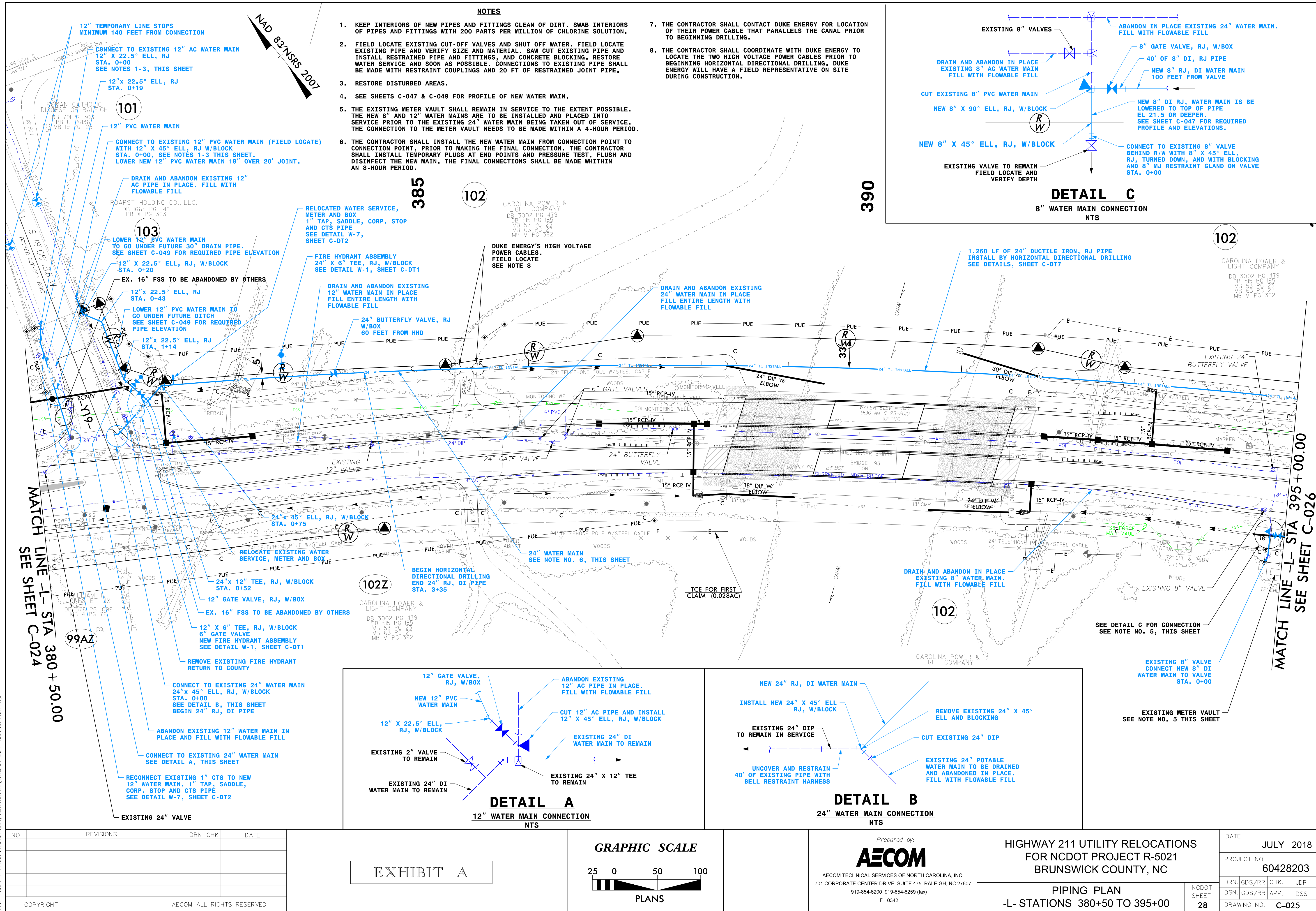


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F-0342

HIGHWAY 211 UTILITY RELOCATIONS FOR NCDOT PROJECT R-5021 BRUNSWICK COUNTY, NC		DATE JULY 2018
PIPING PLAN -L- STATIONS 353+00 TO 367+00		PROJECT NO. 60428203
NCDOT SHEET 26		DRN. GDS/RR CHK. JDP DSN. GDS/RR APP. DSS DRAWING NO. C-023

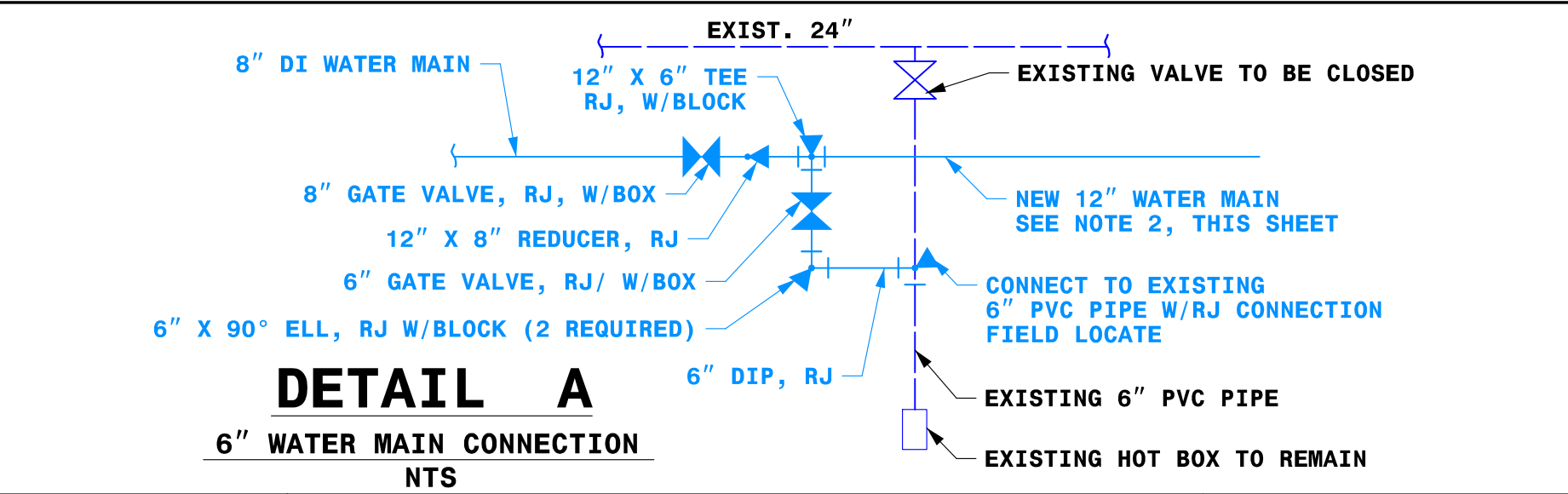
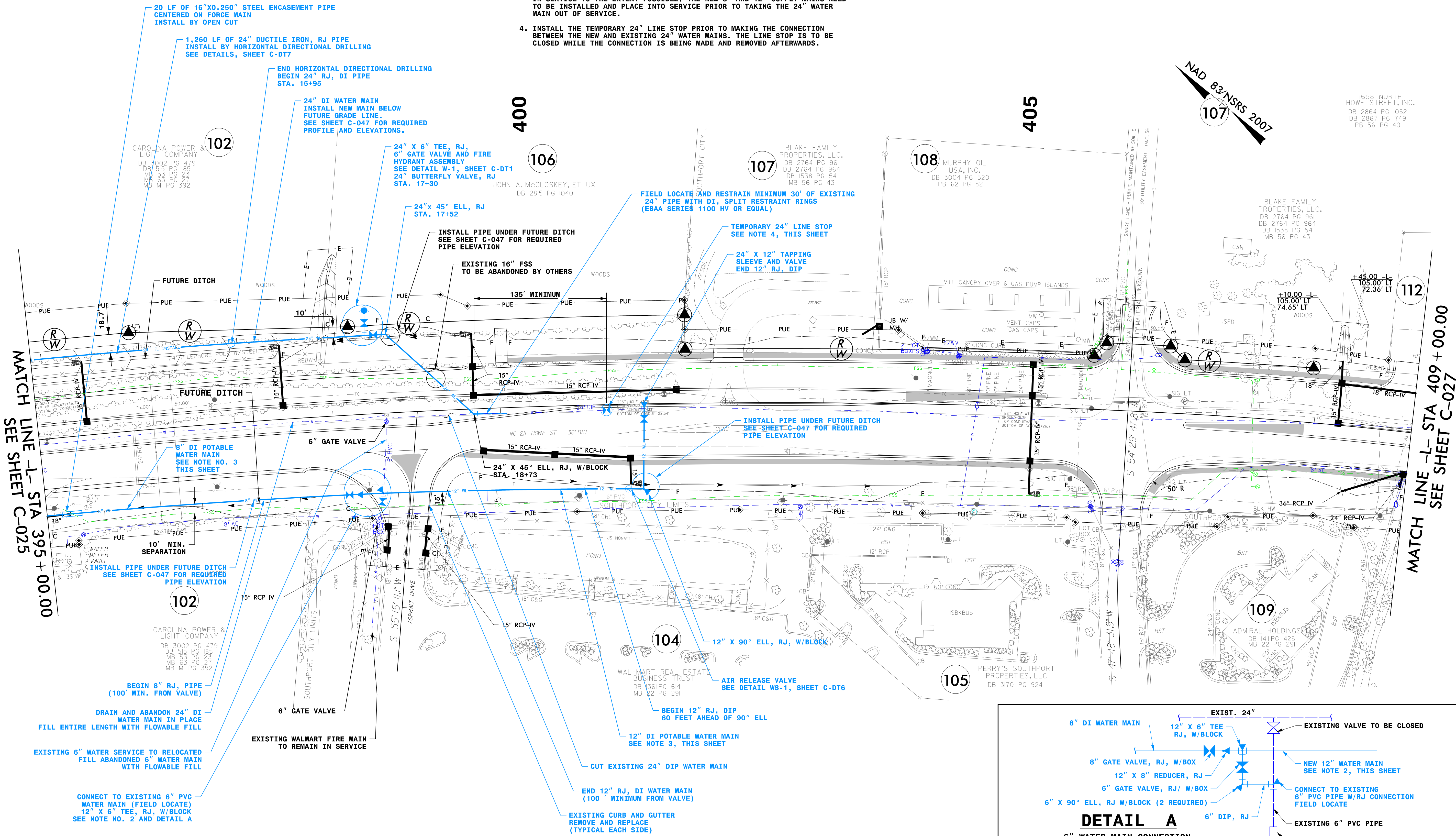


NCDC
SHEET
27



NOTES

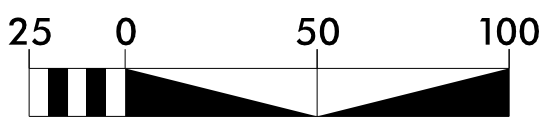
1. SEE SHEET C-047 FOR PROFILE OF NEW WATER MAIN
2. FIELD LOCATE EXISTING WATER MAIN AND VERIFY SIZE AND MATERIAL. INSTALL NEW WATER MAIN UNDER EXISTING IN ORDER TO KEEP EXISTING WATER MAIN IN SERVICE UNTIL THE CONNECTIONS CAN BE MADE.
3. WATER SERVICE TO THE METER VAULT SHOWN ON SHEET C-025 NEEDS TO REMAIN IN SERVICE TO THE EXTENT POSSIBLE. THE NEW 8" AND 12" SUPPLY MAINS NEED TO BE INSTALLED AND PLACED INTO SERVICE PRIOR TO TAKING THE 24" WATER MAIN OUT OF SERVICE.
4. INSTALL THE TEMPORARY 24" LINE STOP PRIOR TO MAKING THE CONNECTION BETWEEN THE NEW AND EXISTING 24" WATER MAINS. THE LINE STOP IS TO BE CLOSED WHILE THE CONNECTION IS BEING MADE AND REMOVED AFTERWARDS.



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EXHIBIT A

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PLANS

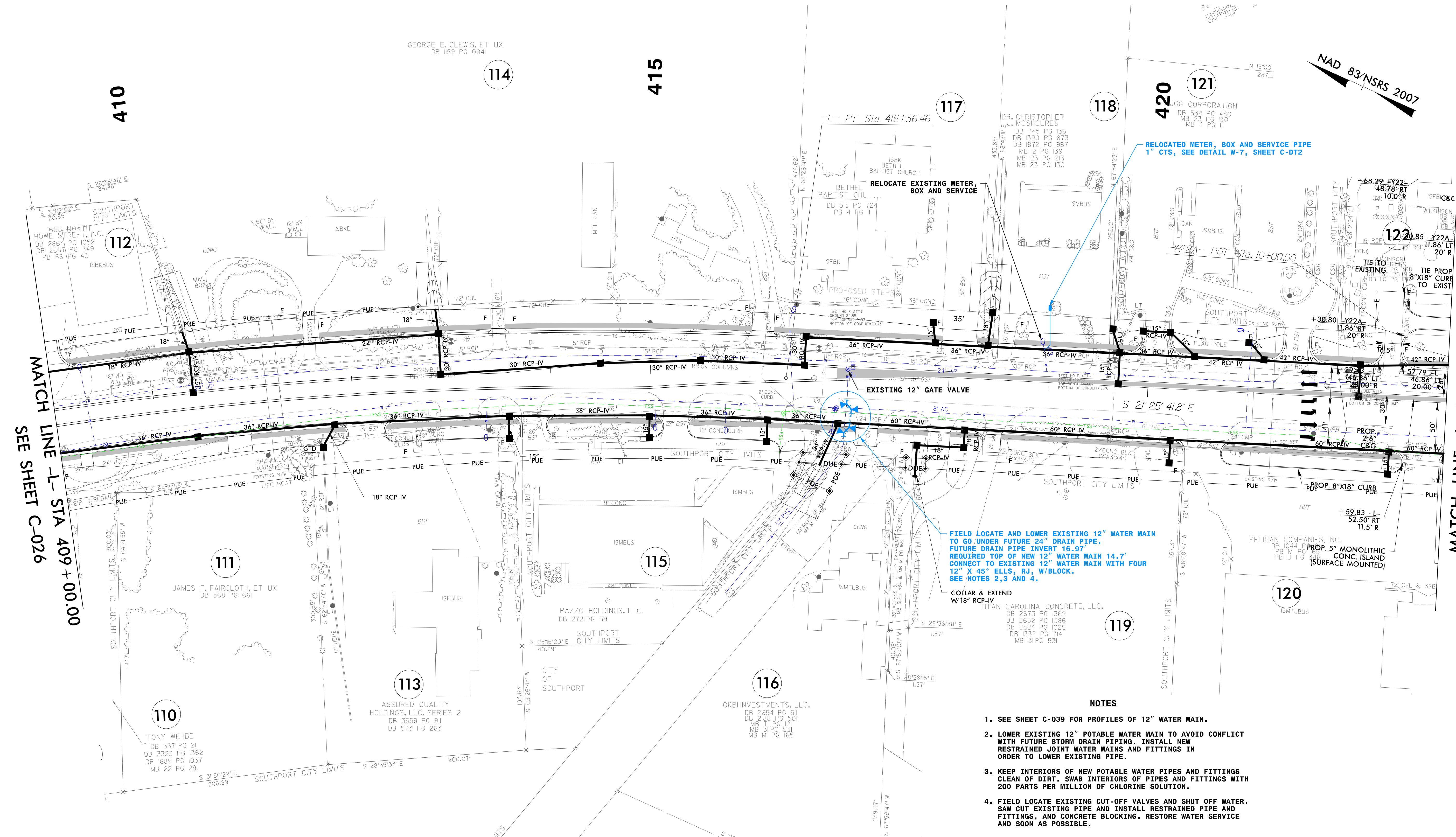
Prepared by:
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919-854-6200 919-854-6259 (fax)
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HIGHWAY 211 UTILITY RELOCATIONS
FOR NCDOT PROJECT R-5021
BRUNSWICK COUNTY, NC

PIPING PLAN
-L- STATIONS 395+00 TO 409+00

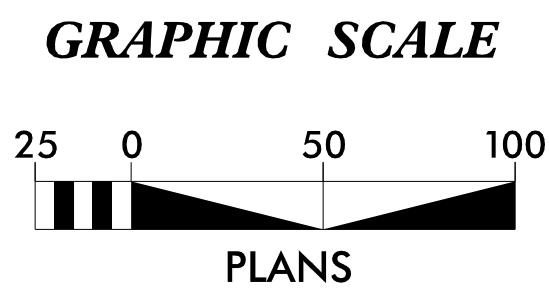
DATE	JULY 2018
PROJECT NO.	60428203
DRN. GDS/RR	CHK. JDP
DSN. GDS/RR	APP. DSS
DRAWING NO.	C-026

DATE: 6/9/2018
TIME: 10:55:58 AM
Dwg: F:\040428203\000\Work\915_Utility Construction\Agreement Plans\R-5021_UC_P5H30.dgn



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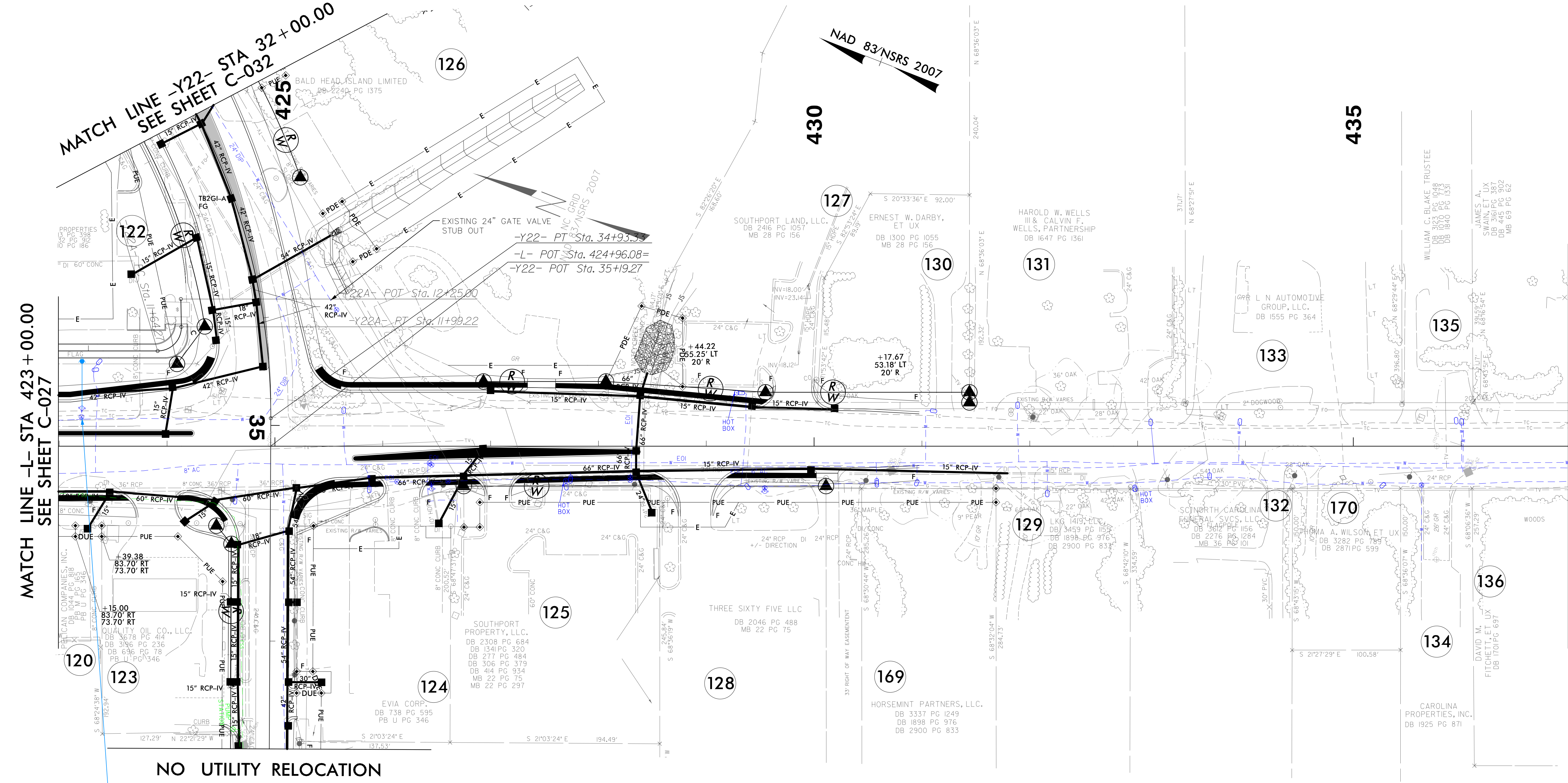


Prepared by:
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F - 0342

HIGHWAY 211 UTILITY RELOCATIONS FOR NCDOT PROJECT R-5021 BRUNSWICK COUNTY, NC		DATE JULY 2018
PIPING PLAN -L- STATIONS 409+00 TO 423+00		PROJECT NO. 60428203
NCDOT SHEET 30		DRN. GDS/RR CHK. JDP DSN. GDS/RR APP. DSS DRAWING NO. C-027

NOTES

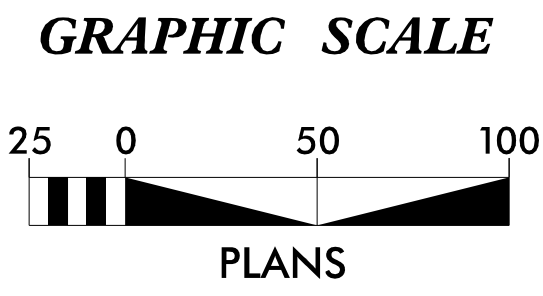
1. KEEP INTERIORS OF NEW PIPES AND FITTINGS CLEAN OF DIRT. SWAB INTERIORS OF PIPES AND FITTINGS WITH 200 PARTS PER MILLION OF CHLORINE SOLUTION.
2. RESTORE DISTURBED AREAS.



EXISTING FIRE HYDRANT TO BE RELOCATED TO RIGHT-OF-WAY
SEE DETAIL W-1, SHEET C-DT1
6\"/>

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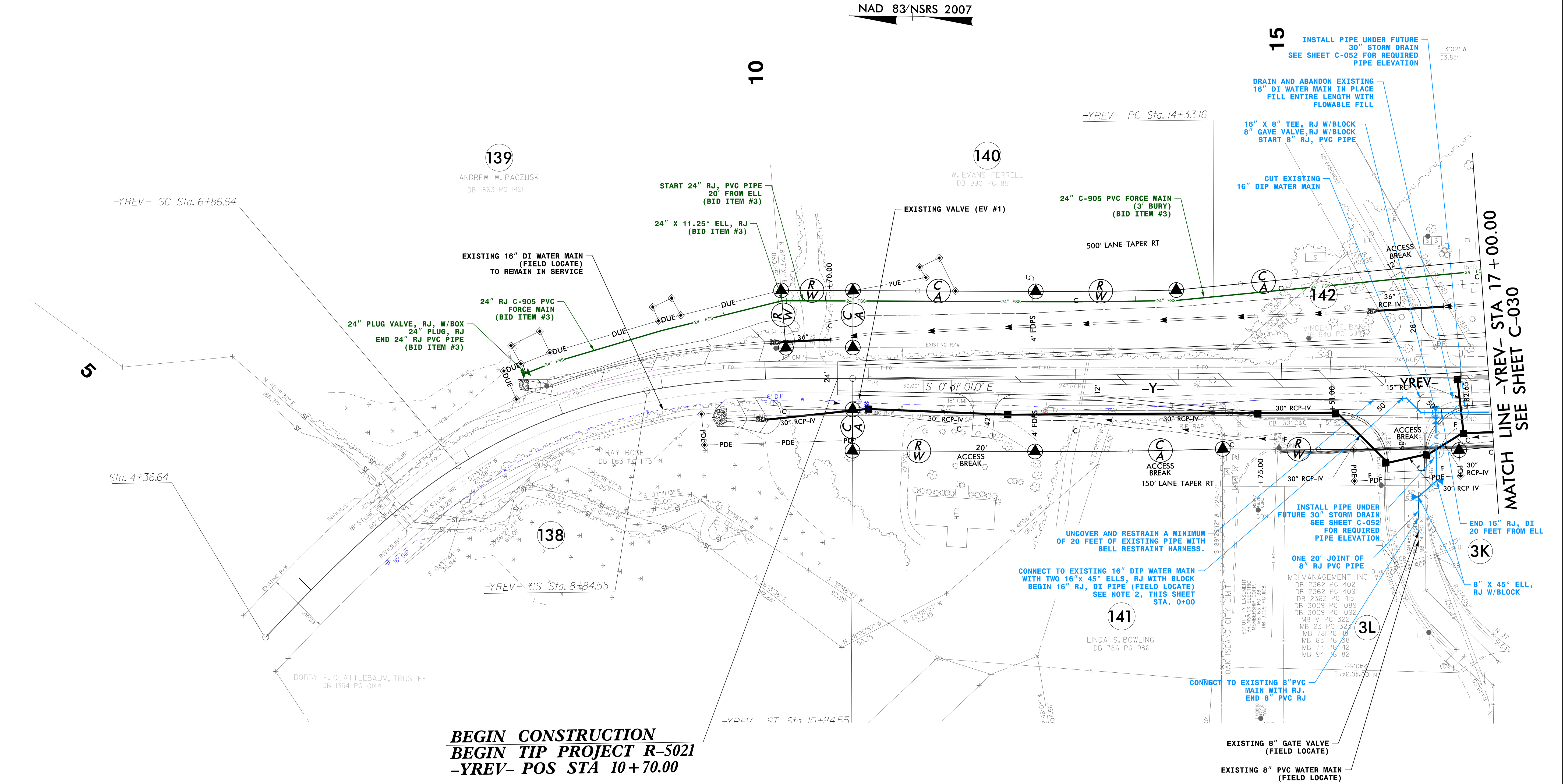


Prepared by:
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919-854-6200 919-854-6259 (fax)
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HIGHWAY 211 UTILITY RELOCATIONS FOR NCDOT PROJECT R-5021 BRUNSWICK COUNTY, NC				DATE JULY 2018
PIPING PLAN -L- STATIONS 423+00 TO -Y22- 32+00				PROJECT NO. 60428203
DRN.	GDS/RR	CHK.	JDP	DRAWING NO. C-028
DSN.	GDS/RR	APP.	DSS	

NOTES

1. SEE SHEET C-048 AND C-052 FOR PROFILE OF NEW WATER MAIN.
2. CONTRACTOR SHALL INSTALL NEW PIPE FROM CONNECTION POINT TO CONNECTION POINT. PRIOR TO MAKING THE FINAL CONNECTIONS, THE CONTRACTOR SHALL INSTALL TEMPORARY PLUGS AT EACH POINT AND THEN PRESSURE TEST, FLUSH AND DISINFECT THE NEW MAIN.



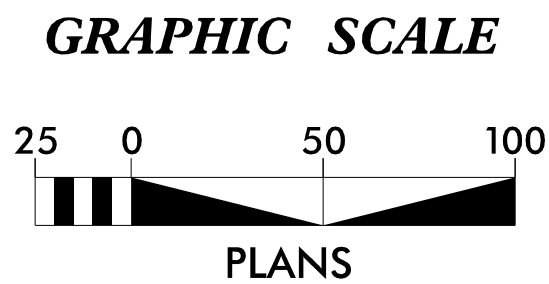
BEGIN CONSTRUCTION
BEGIN TIP PROJECT R-5021
-YREV- POS STA 10+70.00

MATCH LINE -YREV- STA 17+00.00
SEE SHEET C-030

DATE: 6/9/2018
TIME: 10:02:20 AM
DWG: F:\0428203\000\Work\915_Utility Construction\Agreement Plans\R-5021_UC_P5H33.dgn

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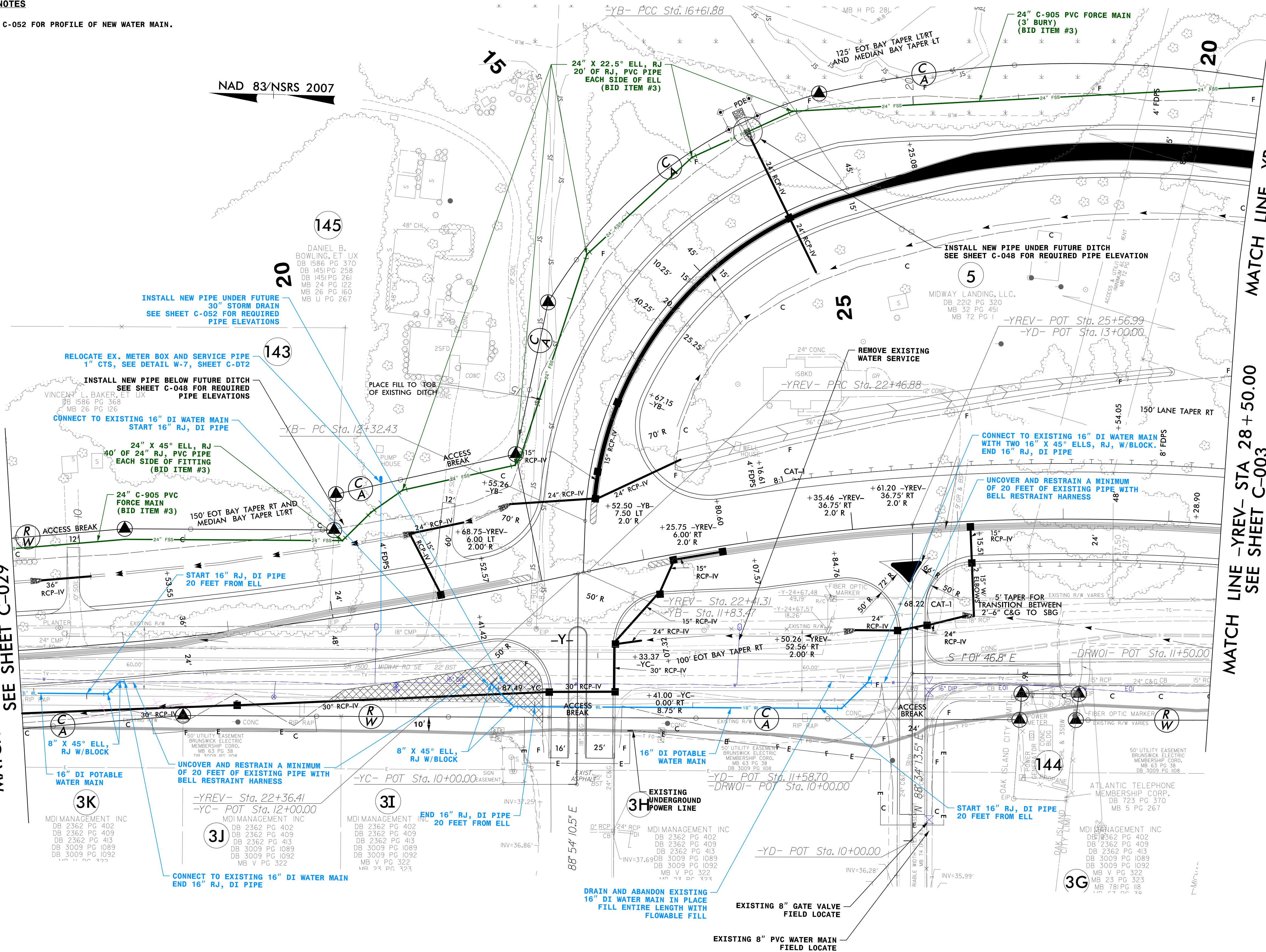
HIGHWAY 211 UTILITY RELOCATIONS FOR NCDOT PROJECT R-5021 BRUNSWICK COUNTY, NC		DATE JULY 2018
PIPING PLAN -Y- STATIONS 7+65 TO 15+00		PROJECT NO. 60428203
NCDOT SHEET 33	DRN. GDS/RR DSN. GDS/RR	CHK. JDP APP. DSS
		DRAWING NO. C-029

1. SEE SHEET C-048 AND C-052 FOR PROFILE OF NEW WATER MAIN.



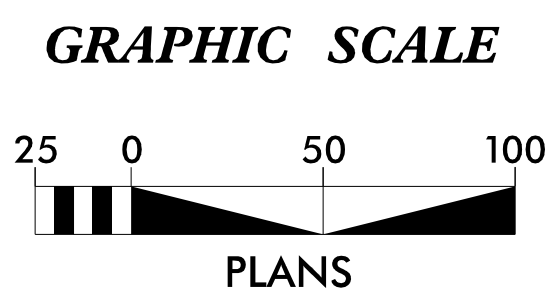
**MATCH LINE -YB- STA 20 + 50.00
SEE SHEET C-003**

MATCH LINE -YREV- STA 28 + 50.00
SEE SHEET C-003



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HIGHWAY 211 UTILITY RELOCATIONS FOR NCDOT PROJECT R-5021 BRUNSWICK COUNTY, NC

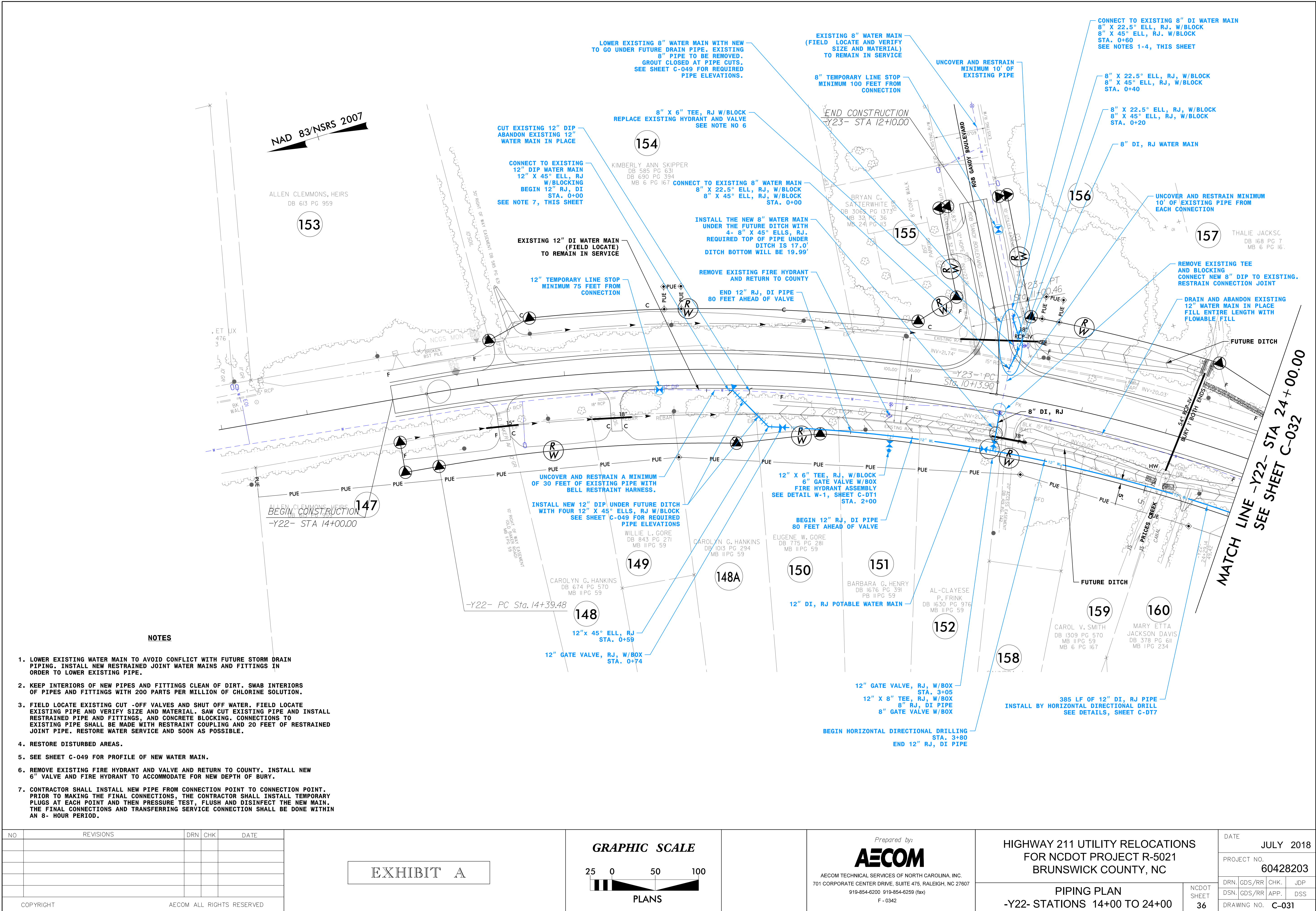
PIPING PLAN

-Y- STATIONS 15+00 TO 27+50

NS	DATE				JULY 2018			
	PROJECT NO.				60428203			
NCDOT SHEET	DRN.	GDS/RR	CHK.	JDP				
	DSN.	GDS/RR	APP.	DSS				
34	DRAWING NO.				C-030			

DATE: 8/9/2018
TIME: 11:00:32 AM
DOCN: P:\60428203\900_Work\915_Utility Construction\Agreement Plans\R-502_LIC_PSH34.dgn

DATE: 6/9/2016
TIME: 10:04:31 AM
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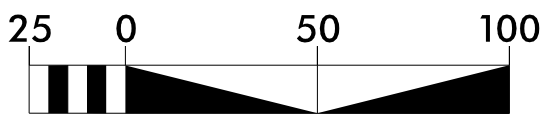
NOTES

1. LOWER EXISTING WATER MAIN TO AVOID CONFLICT WITH FUTURE STORM DRAIN PIPING. INSTALL NEW RESTRAINED JOINT WATER MAINS AND FITTINGS IN ORDER TO LOWER EXISTING PIPE.
2. KEEP INTERIORS OF NEW PIPES AND FITTINGS CLEAN OF DIRT. SWAB INTERIORS OF PIPES AND FITTINGS WITH 200 PARTS PER MILLION OF CHLORINE SOLUTION.
3. FIELD LOCATE EXISTING CUT -OFF VALVES AND SHUT OFF WATER. FIELD LOCATE EXISTING PIPE AND VERIFY SIZE AND MATERIAL. SAW CUT EXISTING PIPE AND INSTALL RESTRAINED PIPE AND FITTINGS, AND CONCRETE BLOCKING. CONNECTIONS TO EXISTING PIPE SHALL BE MADE WITH RESTRAINT COUPLING AND 20 FEET OF RESTRAINED JOINT PIPE. RESTORE WATER SERVICE AND SOON AS POSSIBLE.
4. RESTORE DISTURBED AREAS.
5. SEE SHEET C-049 FOR PROFILE OF NEW WATER MAIN.
6. REMOVE EXISTING FIRE HYDRANT AND VALVE AND RETURN TO COUNTY. INSTALL NEW 6" VALVE AND FIRE HYDRANT TO ACCOMMODATE FOR NEW DEPTH OF BURY.
7. CONTRACTOR SHALL INSTALL NEW PIPE FROM CONNECTION POINT TO CONNECTION POINT. PRIOR TO MAKING THE FINAL CONNECTIONS, THE CONTRACTOR SHALL INSTALL TEMPORARY PLUGS AT EACH POINT AND THEN PRESSURE TEST, FLUSH AND DISINFECT THE NEW MAIN. THE FINAL CONNECTIONS AND TRANSFERRING SERVICE CONNECTION SHALL BE DONE WITHIN AN 8- HOUR PERIOD.

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EXHIBIT A

GRAPHIC SCALE



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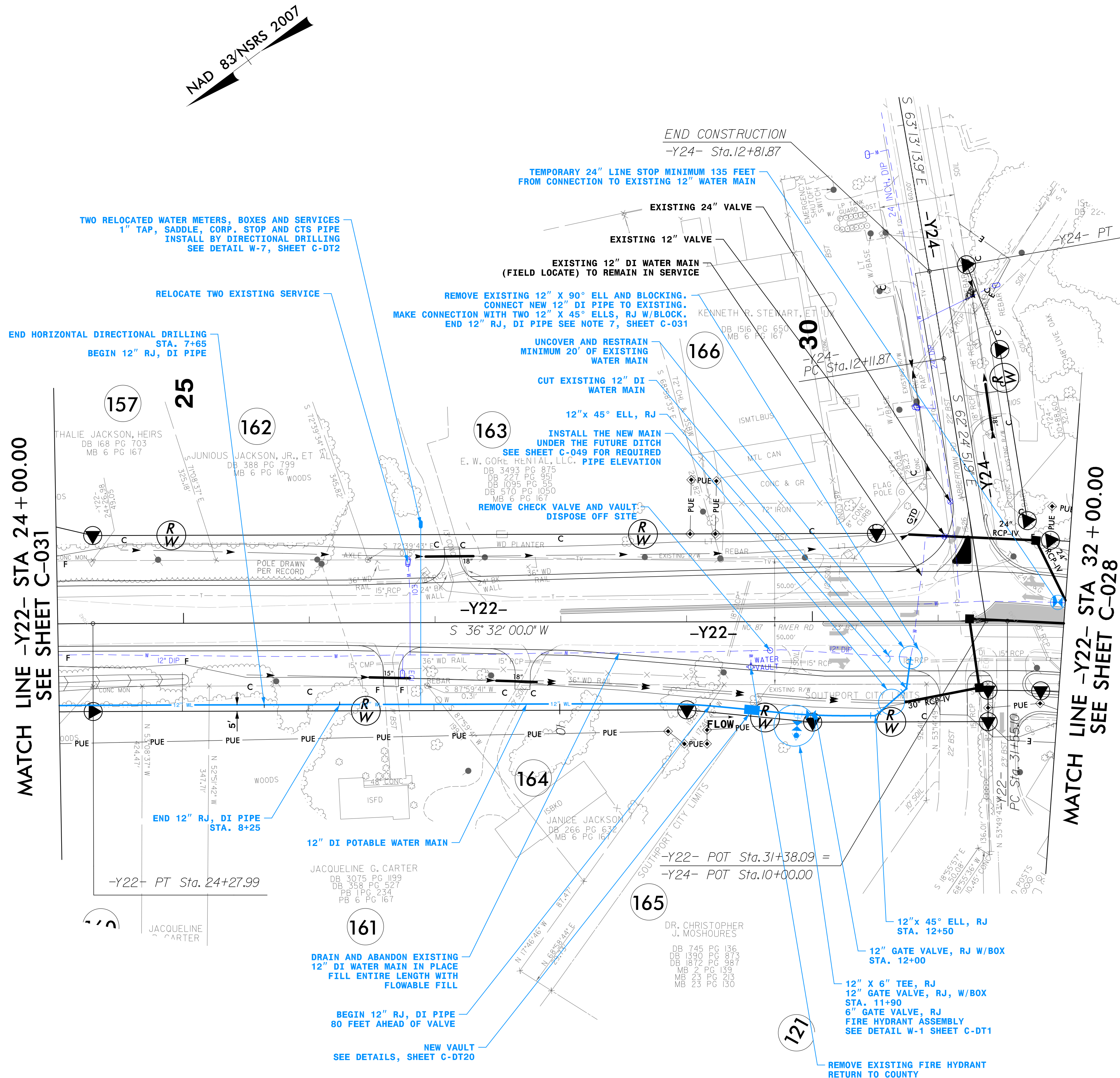
HIGHWAY 211 UTILITY RELOCATIONS
FOR NCDOT PROJECT R-5021
BRUNSWICK COUNTY, NC

PIPING PLAN
-Y22- STATIONS 14+00 TO 24+00

DATE JULY 2018			
PROJECT NO. 60428203			
DRN.	GDS/RR	CHK.	JDP
DSN.	GDS/RR	APP.	DSS
DRAWING NO. C-031		NCDOT SHEET 36	

NOTES

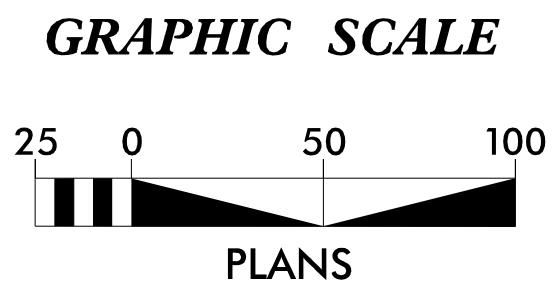
1. SEE SHEET C-049 FOR PROFILE OF NEW WATER MAIN.



DATE: 6/3/2016
TIME: 10:05:41 AM
DRAWN: P:\60428203\902_Works\902_Utilities_Construction\Agreement Plans\A-5021_UC_P5H37.dgn

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HIGHWAY 211 UTILITY RELOCATIONS FOR NCDOT PROJECT R-5021 BRUNSWICK COUNTY, NC			DATE JULY 2018				
			PROJECT NO. 60428203				
			DRN.	GDS/RR	CHK.	JDP	
PIPING PLAN -Y22- STATIONS 24+00 TO 32+00			NCDOT SHEET 37	DSN.	GDS/RR	APP.	DSS
				DRAWING NO. C-032			

Exhibit B

Project: R-5021

County: Brunswick

Description: NC 211 From West of SR 1500 (Midway Road) to East of NC 87

Brunswick County will be responsible for paying the additional cost involved in upgrading 16,880 LF of existing 16" force main sewer line on Highway 211 to a 24" force main sewer line, and extending a 24" force main approximately 2,600 LF up Midway Road. In the project NCDOT will be responsible for downsizing the existing 24" raw water line to an 18" water line, and removing approximately 3,100 LF of an existing 8" asbestos concrete water line from service (Thus creating a credit for Brunswick County). NCDOT is responsible for paying all non-betterment costs. Construction subject to betterment costs are designated in red in Exhibit C. All other facilities shown in Exhibit C are not subject to betterment costs.

Estimates were developed for the cost replacing the facilities in kind, and the cost at replacing the facilities with the proposed betterment. Betterment costs were determined by calculating the difference in cost between the betterment and non-betterment options using quotes from Ferguson Waterworks, Fortiline Waterworks, an estimate completed for Brunswick County by AECOM, and 2017 NCDOT bid averages (as a last resort). These calculations are shown as sections I and II herein.

Brunswick County will pay the unit costs in Tables 1 and 2 for quantities actually installed and receive credits as shown in Tables 3 and 4. The estimated installed quantity and estimated total cost to the county is also shown. These estimated quantities were provided to the Department through AECOM, a private engineering firm hired by Brunswick County. Estimated amount of the betterment is **\$440,728**.

Table 1. Unit Betterment Costs and Estimated Quantities

Item Number	Description	Betterment Cost per Unit	Unit	Estimated Quantity	Estimated Item Cost
5709900000-E	24" Force Main Sewer Line	\$42	LF	16,880	\$708,960
5872600000-E	Directional Drilling of 24" Pipe	\$200	LF	5,059	\$1,011,800
5559400000-E	24" Plug Valve	\$7,462	each	11	\$82,082
5769000000-E	Ductile Iron Sewer Pipe Fittings	\$7	lb	6,568	\$45,976

Total Betterment Estimated Cost: \$1,848,818

Table 2. Extending 24" Force Main up Midway Road*

Item Number	Description	Betterment Cost per Unit	Unit	Estimated Quantity	Estimated Item Cost
5709900000-E	24" Force Main Sewer Line	\$175	LF	2,600	\$455,000
5559400000-E	24" Plug Valve	\$12,593	each	3	\$37,779
5589200000-E	2" Air Release Valve	\$4,500	Per	1	\$4,500
5769000000-E	Ductile Iron Sewer Pipe Fittings	\$7	lb	7,581	\$53,067

Total Betterment Estimated Cost: \$550,346

*These are estimated values using last year's bid averages. Brunswick County will be responsible for actual costs and quantities installed.

Table 3. Down-sizing 24" Raw Water to 18" (Credit)

Item Number	Description	Betterment Cost per Unit	Unit	Estimated Quantity	Estimated Item Cost
5327400000-E	18" Water Line	\$77	LF	8,405	\$647,185
5872600000-E	Directional Drilling of 18"	\$150	LF	6,791	\$1,018,650
5534000000-E	18" Butterfly Valve	\$3,090	each	7	\$21,630
5329000000-E	Ductile Iron Water Pipe Fittings	\$7	lb	3,735	\$26,145

Brunswick County's Credit: \$1,713,610

Table 4. Removing 8" AC Water Line from Service (Credit)**

Item Number	Description	Betterment Cost per Unit	Unit	Estimated Quantity	Estimated Item Cost
5325800000-E	8" Water Line	\$43	LF	1,400	\$60,200
5872600000-E	Directional Drilling of 8" Pipe	\$89	LF	1,690	\$150,410
5546000000-E	8" Gate Valve	\$2300	each	4	\$9,200
5666000000-N	Fire Hydrant	\$4400	Each	2	\$8,800
5648000000-N	Relocate Water Meter	\$1,660	Each	1	\$1,660
5329000000-E	Ductile Iron Water Pipe Fittings	\$7	lb	414	\$2,898
	Miscellaneous Items			5%	\$11,658

Brunswick County's Credit: \$244,826

** These numbers were derived from the "probable construction cost" estimate provided to Brunswick County by AECOM (Attached as Appendix I). Items omitted are items that are not billed back to the utility owner. Restraint costs are incidental to the pipe and were therefore added to the base price of the pipe. Credit for fittings were given at \$7/lb to remain consistent throughout the project.

Section I. Calculation of Costs for Betterment of Existing 16" Force Main Sewer Line

Description	Unit	Estimated Unit Cost	Unit Betterment Cost
16" Force Main Sewer Line	LF	\$34.00	
24" Force Main Sewer Line	LF	\$76.00	\$42.00
Directional Drilling of 16"	LF	\$200	
Directional Drilling of 24"	LF	\$400	\$200
16" Plug Valve	each	\$5,131	
24" Plug Valve	each	\$12,593	\$7,462
Ductile Iron Sewer Pipe Fittings	lb	\$51,240	
Ductile Iron Sewer Pipe Fittings	lb	\$97,216	\$45,976

Section II. Calculation of Costs of Down-sizing 24" Raw Water Line to 18"

Description	Unit	Estimated Unit Cost	Unit Betterment Cost
24" Water Line	LF	\$120.00	
18" Water Line	LF	\$43.00	\$77.00
Directional Drilling of 24"	LF	\$400.00	
Directional Drilling of 18"	LF	\$250.00	\$150.00
24" Butterfly Valve	each	\$6,065.00	
18" Butterfly Valve	each	\$2,975.00	\$3,090.00
Ductile Iron Water Pipe Fittings 24"	lb	\$72,800.00	
Ductile Iron Water Pipe Fittings 18"	lb	\$46,655.00	\$26,145.00

Request Info	
Type	Budget Amendment
Description	NCDOT 211 Exp Project
Justification	Board Meeting 1/22/2019-Transfer \$440,728 to the NCDOT Hwy 211 Expansion project for the net cost to Brunswick County for betterment work by NCDOT on the NCDOT Hwy 211 Expansion project.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
449800	398662	Interfund Trans Wstwtr Cap Rsv	Trans Frm Wastewater Fund	-440728	Decrease	Debit
449800	464338	Interfund Trans Wstwtr Cap Rsv	Hwy 211 Site	-440728	Decrease	Credit
448267	398662	NCDOT Hwy 211 Expansion	Trans Frm Wastewater Fund	440728	Increase	Credit
448267	464002	NCDOT Hwy 211 Expansion	Construction	440728	Increase	Debit

Total	
Grand Total:	0

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

**NCDOT Hwy 211 Expansion
(448267)**

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

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

Wastewater Capital Projects Fund:

Revenues:

State Revenues Restricted	97,302
Transfer from Wastewater Fund	440,728
WBR WWTP - Southport Contribution	<u>24,400</u>
Total Wastewater Capital Project Revenues	\$ 562,430

Expenditures:

Arch/Eng/Legal	121,702
Construction	<u>440,728</u>
Total Wastewater Capital Project Expenditures	\$ 562,430

Section 2. This Capital Project Ordinance shall be entered into the minutes of the January 22, 2019 meeting of the Brunswick County Board of Commissioners.