

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
February 18, 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 - Highway Patrol Office Space Lease Renewal
Request that the Board of Commissioners renew a lease agreement with the State of North Carolina for 350 square feet of office space located at 30 Government Center Drive, NE (courthouse) for 3 years at a cost of \$1 per term.
2. Administration - Surplus Property Offers for Upset Bid Process
Request that the Board of Commissioners accept, subject to the upset bid process, offers that have been submitted for surplus parcels that meet the value parameters previously established by the Board.
3. Administration - Clarifying Amendment on the Policy on Acceptance of Surplus Property Bids
Request that the Board of Commissioners approve an amendment to the policy authorizing staff to reject surplus property bids that do not meet minimum criteria.
4. Administration - Request of City of Northwest
Request that the Board of Commissioners direct staff to develop a proposal to submit to the Board for consideration of the County assisting the City of Northwest with planning services.
5. Board Appointment - Fire Protection Oversight Committee - District 3
Request that the Board of Commissioners appoint Mr. James Warren Whitley to the Fire Protection Oversight Committee to fill the unexpired term representing District 3. This term will expire June 30, 2020.
6. Board Appointment - Juvenile Crime Prevention Council (JCPC) - Chief Court Counselor and AMH/DD/SA Designee
Request that the Board of Commissioners approve the selection of Mr. Charles Newton as the Chief Court Counselor's designee and Ms. Dena Hamilton as the AMH/DD/SA designee.
7. Board Appointment - Nursing Home & Adult Care Home Community Advisory Committee - At Large
Request that the Board of Commissioners appoint Ashley Wells to the Nursing Home & Adult Care Home Community Advisory Committee for a 1-year term expiring on February 18, 2020.
8. Board Appointment - Town of Carolina Shores ETJ Planning Board
Request that the Board of Commissioners consider approving the re-appointment of Member Ruth Ann Campbell-Grothe and Alternate Member Normand Neligon as Planning Board members from the Extraterritorial Jurisdiction for a 3-year term as recommended by the Town of Carolina Shores.
9. Brunswick County Schools - Appropriation for Turf at High School Stadiums

Request that the Board of Commissioners appropriate \$2,290,000 from the county held School Capital Reserve Fund (Excess Ad Valorem) to provide funds for the installation of turf at the three high school stadiums.

10. Clerk to the Board - Meeting Minutes

Request that the Board of Commissioners approve the draft minutes from the January 22, 2019 and the February 4, 2019 Regular Meetings.

11. Code Administration - Appropriation of Revenue for 2 Inspectors and Equipment

Request that the Board of Commissioners appropriate revenues for two multi- trades inspectors and associated vehicles and equipment totaling \$150,000.

12. Courts - SAMHSA Grant Contracts

Request that the Board of Commissioners approve agreements with Coastal Horizon, Royal Cab Company and a MOU with Brunswick County for the Substance Abuse and Mental Health Services Administration (SAMHSA) Expansion Grant.

13. County Attorney - Planter's Green Deed of Dedication

Request that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure for Planter's Green Subdivision.

14. County Attorney - Deed of Dedication for Retreat at Ocean Isle Beach, Sec. 2, Ph. 1

Request that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure for The Retreat at Ocean Isle Beach, Section 2, Phase 1.

15. County Attorney - MOU for Marine Corps Training Exercises

Request that the Board of Commissioners Approve the Memorandum of Understanding between U.S. Marine Corps Forces, Special Operations Command (MARSOC), Brunswick County, and the Brunswick County Sheriff's Office.

16. County Attorney - Tax Foreclosure Property to Surplus

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

17. Emergency Services - Designation of Applicant's Agent to NC Division of Emergency Management and Applicant Disaster Agreement for Hurricane Michael

Request that the Board of Commissioners designate Julie Miller as the Primary Agent and Scott Garner as the Secondary Agent for Brunswick County to the NC Division of Emergency Management for the purpose of executing and filing applications for the 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 Michael.

18. Engineering - Brunswick County Complex Concrete Pipe Project

Request that the Board of Commissioners approve a contract with Carmichael Construction in the amount of \$149,523.75 for the replacement of 48-inch corrugated metal pipe with 48-inch reinforced concrete pipe in preparation for construction of the Courthouse Parking Lot.

19. Finance - Fiscal Items

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

-Northwest Water Treatment Plant Additional Sludge Disposal Budget Amendment

Appropriate water wholesale revenue in the amount of \$330,000 for increased sludge disposal. As part of the water treatment process, particulate matter is removed from the treated water and disposed of as sludge. The Northwest Water Treatment Plant has produced more sludge or solids than anticipated for fiscal year 2019 due to turbid water in the Cape Fear River from excessive rain throughout the year but especially around the period following Hurricane Florence. Annual average sludge production has been about 1,000 dry tons per year; we are currently at 853 dry tons through half of the year. Based on historical sludge amounts during wet years, it is estimated that another 600 tons of sludge at \$549 per ton for a total of \$330,000 will be needed in excess of current available funds.

-Operation Services Insurance Proceeds Budget Amendment

Appropriate \$650 of insurance proceeds for mold assessment of Administration Building.

-Sewer Reallocation of South Brunswick Water and Sewer Authority "SBWASA" Funds

The county received \$137,777.11 from the SBWASA bankruptcy settlement in May 2007. A few years ago, a portion of these funds were used to assist eligible homeowners to connect to the sewer system within the Sunset Beach Sewer Assessment District. Funds remaining from the SBWASA settlement are \$31,791. As part of the settlement agreement, these funds must be used in the area formerly serviced by SBWASA. Four (4) properties were assessed as part of the Calabash Sewer Assessment District that are not able to connect to the system. Approval is requested to use the remaining funds for the construction and engineering needed to provide sewer to those four (4) properties.

-Airport Grant 36244.58.11.1 Grant Agreement, Resolution, and Grant Ordinance

Approve and authorize the chairman to sign the grant agreement and resolutions for airport grant 36244.58.11.1 in the amount of \$80,734 with a local match \$8,971. The grant and local match were approved on the November 7, 2016 Board of Commissioners meeting under grant 36244.58.8.3. This agreement transfers existing funding with no additional funding approved and provides NCDOT work authorization for design, bid and permitting of new corporate hanger on west side under grant number 36244.58.11.1.

-Sheriff's Office Gifts and Memorials Budget Amendment

Appropriate \$8,000 of gifts and memorials revenue for special projects to cover the fall festival and tidings of joy programs.

-DARE Revenues Budget Amendment

Appropriate \$4,000 of miscellaneous DARE revenue for the purchase of DARE lion "Daren" costume.

-Financial Reports for January 2019 (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>

20. **Health Services -- 2018 State of the County's Health Report**

Request that the Board of Commissioners review the 2018 State of the County's Health Report.

21. Health and Human Services - BSRI - Council of Governments Grant Agreement for Aging Services
Request that the Board of Commissioners approve and execute the FY 2019 Cape Fear Council of Governments Grant Agreement for Senior Center General Purpose Funding ending June 30, 2019.
22. Operation Services - Tip Fee Exemption Shoreline Baptist Church
Request that the Board of Commissioners approve a tip fee exemption at the Brunswick County Landfill for Shoreline Baptist Church.
23. Parks & Recreation - Alfred Benesch & Company Additional Services on the Smithville Park Phase 1 Project
Request that the Board of Commissioners approve additional compensation for services from Alfred Benesch & Company on the Smithville Park Phase 1 in the amount of \$10,000.
24. Register of Deeds - Preservation of Record Books
Request that the Board of Commissioners concur and authorize removal of records from the Register of Deed's office to the Kofile Technologies facility for a period of no more than 90 days from the approval of said Board.
25. Tax Administration - Annual Tax Advertisement Order for 2018 Unpaid Tax Liens
Request that the Board of Commissioners approve the advertisement of 2018 unpaid tax liens on real property.
26. Tax Administration - February 2019 Releases
Request that the Board of Commissioners approve the January 2019 releases.

VI. Presentation

1. Presentation - Proclamation in Appreciation of Bruce Maxwell (Commissioner Marty Cooke)
Request that the Board of Commissioner present a Proclamation to Mr. Bruce Maxwell in appreciation of his contributions during his time with Computers 4 Kids.

VII. Public Hearing

1. Planning - Z-777 (Kirstie Dixon, Planning Director)
Request that, after the Public Hearing, the Board of Commissioners hold First Reading, waive Second Reading, and consider amending the Brunswick County Unified Development Ordinance Map from R-7500 (Medium Density Residential) to C-LD (Commercial Low Density) (Z-777).
2. Planning - Z-770CZ (Kirstie Dixon, Planning Director)
Request that, after the Public Hearing, the Board of Commissioners hold First Reading, waive Second Reading, and consider amending the Brunswick County Unified Development Ordinance Map from R-6000 (High Density Residential) and R-7500 (Medium Density Residential) to C-LDCZ (Commercial Low Density Conditional Zoning) (Z-770CZ).

VIII. Administrative Report

1. Administration - Memorandum of Understanding Regarding Capacity and Cost Allocation for Raw Water Pipeline (Ann Hardy, County Manager)
Request that the Board of Commissioners approve a Memorandum of Understanding Regarding Capacity and Cost Allocation for a Raw Water Pipeline with Lower Cape Fear Water & Sewer Authority, Cape Fear Public Utility

Authority and Pender County.

IX. Board Appointments

1. Board Appointment - Bald Head Island Transportation Authority

Request that the Board of Commissioner consider filling the unexpired term on the Bald Head Island Transportation Authority. This term will expire on June 30, 2020.

X. Other Business/Informal Discussion

XI. Adjournment



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

Action Item # V. - 1.

From:

Ann Hardy

Administration - Highway Patrol Office Space Lease Renewal

Issue/Action Requested:

Request that the Board of Commissioners renew a lease agreement with the State of North Carolina for 350 square feet of office space located at 30 Government Center Drive, NE (courthouse) for 3 years at a cost of \$1 per term.

Background/Purpose of Request:

The county has provided space to Highway Patrol officers assigned to the county for many years. It is in the interest of the public to have officers stationed and operating from the county complex.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners renew a lease agreement with the State of North Carolina for 350 square feet of office space located at 30 Government Center Drive, NE (courthouse) for 3 years at a cost of \$1 per term.

ATTACHMENTS:

Description

▣ Lease



North Carolina Department of Public Safety

Purchasing and Logistics

Roy Cooper, Governor
Erik A. Hooks, Secretary

Cassandra Skinner Hoekstra, Chief Deputy Secretary
Douglas Holbrook, Chief Financial Officer
Joanne B. Rowland, Director

February 1, 2019

Ann Hardy
Brunswick County Manager
P. O. Box 249
Bolivia, NC 28422

RE: County Provided Space in Brunswick County, NC (Attached Lease)

Dear Ms. Hardy:

Hope all is well. The current "no cost" lease agreement for the State Highway Patrol expires March 31, 2019. We have attached a new lease for your review. With your approval, please sign both leases, have notarized and return original inked documents to me at the office location listed below. The lease will be executed by this office and one original will be returned to you for your records. Please leave the date on the first page blank as this will be completed by the State Property Office upon execution.

Should you have any questions or concerns, please feel free to contact me or Ron Moore, Real Property Manager at (919) 324-6467.

Thank you in advance for your assistance.

Sincerely,

Angela C. Conyers
Administrative Specialist II
Tel# 919-324-6228
angela.conyers@ncdps.gov

MAILING ADDRESS:
4227 Mail Service Center
Raleigh, NC 27699-4200
www.ncdps.gov



An Equal Opportunity Employer

OFFICE LOCATION:
3030 Hammond Business Place
Raleigh, NC 27603-3666
Telephone (919) 743-8141
Fax (919) 715-3731

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the _____ day of _____, 2019, by and between **COUNTY of BRUNSWICK**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

WITNESSETH:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in **(See Below) County of Brunswick**, North Carolina, more particularly described as follows:

Being +/- 350 net square feet of office space located at 30 Government Center Drive, NE, (Brunswick County Courthouse), Bolivia, Brunswick County, North Carolina.

(DEPARTMENT OF PUBLIC SAFETY- STATE HIGHWAY PATROL)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three **(3) Years** commencing on the **1st day of April, 2019** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31st day of March, 2022**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** Dollars per term to be payable within five (5) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have to make such repair at its own cost and to invoice the amount thereof to the Lessor. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenantable in whole or in part, and during such period of repair, and if the Lessor can not provide suitable office space, the Lessee shall have the right to obtain similar office space.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy. This lease shall abls be terminated by either party during the lease term by a 60 say written day notice from one to the other.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **P.O. Box 249, Bolivia, North Carolina 28422** and the Lessee at **3030 Hammond Business Place, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. "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."

[Remainder of page intentionally left blank; signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: _____ (SEAL)
Joanne Rowland
Director of Purchasing & Logistics

LESSOR:

The County of Brunswick
Ann Hardy, County Manager

ATTEST:

Secretary
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Ann Hardy**, personally came before me this day and acknowledged that she is the **County Manager**, and that by authority and given as an act of **Brunswick County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2019.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA

COUNTY OF _____

I, Wanda B. Hicks, a Notary Public in and for the County of Johnston and State aforesaid, do hereby certify that **Joanne Rowland**, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2019.

Notary Public

My commission expires August 19, 2019



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

Action Item # V. - 2.

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, offers that have been submitted for surplus parcels that meet the value parameters previously established by the Board.

Background/Purpose of Request:

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
214MA129						
214MA130	1584, 1588 and 1590 Hyde St, SW	.58 acre	\$6,000.00	4-24-2017	\$2,695.05	\$3,000.00
214MA131						
241KA007	1105 Pine Burr Cir, SW, Calabash	.23 acre	\$18,700.00	1-25-2018	\$10,314.94	\$18,700.00

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, offers that have been submitted for surplus parcels that meet the value parameters previously established by the Board.

ATTACHMENTS:

Description

- ▢ Bid 214MA129, 214MA130, 214MA131
- ▢ Bid 241KA007

From: [Surplus Land Bid](#)
To: [Steve Stone](#)
Subject: Surplus Land Bid: Parcel # 214MA129, 214MA130, 214MA131
Date: Saturday, January 19, 2019 11:20:59 AM

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.

vance wilkie
(910) 512-6634
vanceola@aol.com
1109 Ivester Ct NE, Leland, NC, 28451, United States
Parcel # 214MA129, 214MA130, 214MA131
Bid Amount: \$3000
Optional Additional Comments:

From: [Surplus Land Bid](#)
To: [Steve Stone](#)
Subject: Surplus Land Bid: Parcel # 241KA007
Date: Sunday, January 27, 2019 10:40:58 AM

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.

Edward G Grogan
(910) 833-1112
egrogan@gmail.com
32 GRANTWOOD RD, Wayne, NJ, 07470, United States
Parcel # 241KA007
Bid Amount: \$18750
Optional Additional Comments:

If successful, property to be purchased by my company Gowanus LLC, registered at 1410
Serrulata SE Bolivia, Brunswick County, NC 28422

Respectfully yours
E. Grogan



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

From:
Steve Stone, Deputy County Manager

Action Item # V. - 3.

Administration - Clarifying Amendment on the Policy on
Acceptance of Surplus Property Bids

Issue/Action Requested:

Request that the Board of Commissioners approve an amendment to the policy authorizing staff to reject surplus property bids that do not meet minimum criteria.

Background/Purpose of Request:

The implied intent of the surplus property bid acceptance policy that the Board approved in August of 2018 was to set a minimum bid of \$750 to trigger the upset bid process for parcels that have been held by the County 10 years or longer. The relevant section of the policy should have stated "greater of" rather than "lesser of." The corrected wording of the section is as follows:

For properties that have been held by the County for a period of 10 years or longer, bids that meet or exceed the greater of \$750 or 25% of current tax value.

A copy of the entire revised policy is attached.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve an amendment to the policy authorizing staff to reject surplus property bids that do not meet minimum criteria.

ATTACHMENTS:

Description

- ☐ Revised Surplus Bid Acceptance Policy

Surplus Property Bid Acceptance Policy

N.C.G.S. 160A-269 authorizes the Board of Commissioners to receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. It also sets the terms and process to follow once the Board proposes to accept a bid.

The Board hereby adopts the following policy to set the terms which must be met before the Board will consider proposing to accept a bid:

For properties that have been held by the County for a period of 10 years or longer, bids that meet or exceed the greater of \$750 or 25% of current tax value.

For properties that have been held by the County for a period of less than 10 years, bids that meet or exceed the lesser of the County's basis in the property or 50% of current tax value.

Any bids received which do not meet these criteria will be refused and will not be forwarded to the Board of Commissioners. A copy of this policy will be posted on the County's website and will be forwarded to the any bidders whose bids are rejected.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

Action Item # V. - 4.

From:

Ann Hardy

Administration - Request of City of Northwest

Issue/Action Requested:

Request that the Board of Commissioners direct staff to develop a proposal to submit to the Board for consideration of the County assisting the City of Northwest with planning services.

Background/Purpose of Request:

Ms. Donna Strickland, City Clerk/Finance Officer of the City of Northwest made a request to the county to engage in discussion for a potential agreement for the county to perform planning services for the city on a fee basis.

Ms. Strickland stated the following:

The city's development regulations are in need of extensive updating. The City also is in need of ongoing planning assistance, primarily in the area of development review.

One potential means to meet these needs would be through an agreement with Brunswick County to provide these services. This letter is to request that the County pursue consideration of such an agreement with the City.

Key elements of a potential agreement are envisioned as follows:

1. The City could adopt a Unified Development Ordinance closely resembling the County's ordinance. An accompanying zoning map would be adopted as well.
2. County staff would administer the City's ordinance on behalf of the City to include development review and other elements of ordinance.
3. Development approval would rest with the City; approval authority would be outlined in the ordinance.
4. Funding for the services by the County could be provided by development permit fees in accordance with a fee schedule adopted by the City.
5. Other planning services, such as zoning enforcement, transportation planning, long range planning, etc., could be provided by the County on a mutually agreed upon basis, such as an hourly rate.

The County currently provides building inspection services within the City. Providing planning services is a logical extension of this relationship and could result in other areas of mutually beneficial cooperation.

Obtaining approval in principle by our respective governing bodies toward such an agreement seems a logical first step. With their approval, City and County staff could undertake working through the details of a proposed agreement, including a worksession with City Council to review the key features of the UDO.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners direct staff to develop a proposal to submit to the Board for consideration of the County assisting the City of Northwest with planning services.

ATTACHMENTS:

Description

- ▣ Request of Northwest

CITY OF NORTHWEST

4889 VERNON ROAD
NORTHWEST, NORTH CAROLINA 28451
TELEPHONE: (910) 655-3110
FAX: (910) 655-8853

MAYOR
James A. Knox
MAYOR PRO-TEM
Charles L. Carroll
COUNCIL
Sheila Grady
Haywood Miller Jr.
Aaron Perkins
Michael D. Troy

CITY ATTORNEY
Santana Miller
CITY CLERK
Donna Strickland
Deputy Clerk
Precious Armstrong

Incorporated
June 28, 1993

February 11, 2019

Ms. Ann Hardy
Brunswick County Manager

Via email

Dear Ms Hardy,

The City of Northwest's development regulations are in need of extensive updating. The City also is in need of ongoing planning assistance, primarily in the area of development review.

One potential means to meet these needs would be through an agreement with Brunswick County to provide these services. This letter is to request that the County pursue consideration of such an agreement with the City.

Key elements of a potential agreement are envisioned as follows:

1. The City could adopt a Unified Development Ordinance closely resembling the County's ordinance. An accompanying zoning map would be adopted as well.
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3. Development approval would rest with the City; approval authority would be outlined in the ordinance.
4. Funding for the services by the County could be provided by development permit fees in accordance with a fee schedule adopted by the City.
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The County currently provides building inspection services within the City. Providing planning services is a logical extension of this relationship and could result in other areas of mutually beneficial cooperation.

Obtaining approval in principle by our respective governing bodies toward such an agreement seems a logical first step. With their approval, City and County staff could undertake working through the details of a proposed agreement, including a worksession with City Council to review the key features of the UDO.

Thank you in advance for your assistance; I look forward to hearing from you regarding the Commissioners' consideration of this matter. Please let me know if there are questions or if I can provide anything further.

Sincerely,

Donna Strickland

Donna Strickland, CMC, NCCMC, NCTC
City Clerk/Finance Officer

copy: City Council Members
Kirstie Dixon, Brunswick County Planning Director



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

From:

Andrea White

Action Item # V. - 5.

Board Appointment - Fire Protection Oversight Committee -
District 3

Issue/Action Requested:

Request that the Board of Commissioners appoint Mr. James Warren Whitley to the Fire Protection Oversight Committee to fill the unexpired term representing District 3. This term will expire June 30, 2020.

Background/Purpose of Request:

In 2018, the Board of Commissioners appointed Ms. Donna Loosley to the Fire Protection Oversight Committee as the District 3 Representative for a term that carried an expiration date of June 30, 2020. Ms. Loosley tendered her resignation effective December 15, 2018.

If appointed, Mr. Whitley will fill this unexpired term.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners appoint Mr. James Warren Whitley to the Fire Protection Oversight Committee to fill the unexpired term representing District 3. This term will expire June 30, 2020.

ATTACHMENTS:

Description

- ☐ Roster
- ☐ Address Sheet
- ☐ Application - James Warren Whitley

Fire Protection Oversight Committee

Name	District	Appointment Date	Term	Expiration Date	Serving Since
James Lewis (unexp)	1	7/16/2018	2	6/30/2020	2015
John Melcher (unexp)	2	7/16/2018	2	6/30/2020	2015
VACANT (unexp)	3	7/16/2018	2	6/30/2020	2018
Clint Berry	4	6/18/2018	2	6/30/2020	2015
Eric Cinotti (unexp)	5	7/16/2018	2	6/30/2020	2018

Other members:

2 appointed by Chief's Association

Fire Administrator

Fire Protection Address Sheet

Name	Phone(s)	Email Address	Mailing Address
James Lewis	(H) 575-6875 (M) 612-5487	jlewis@coastalrivereng.com	508 Briarwood Drive, Calabash, NC 28467
John Melcher	(M) 279-4056 (W) 721-1005	jvmelcher@novanthealth.org	2503 East Yachet Drive, Oak Island, NC 28465
VACANT	(H) 457-5601	dloosley@bellsouth.net	3847 Harmony Circle, Southport, NC 28461
Clint Berry	(H) 287-4377 (M) 233-6270	berryrc@atmc.net	5550 Waccamaw School Road, Ash, NC 28420
Eric Cinotti	(M) 231-4702	ecinotti@gmail.com	1103 Jordan Lake Court, Leland, NC 28451



Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

*

Are you a permanent resident of Brunswick County?

☒ Yes ☐ No

How many years?

4

*

Are you registered to vote in Brunswick County?

☒ Yes

☐ No

*

Board or Committee of Interest

Fire Protection Oversight

Board or Committee of Interest (Second Choice)

Do you anticipate any conflicts of interest if appointed?

☐ Yes ☒ No

Are you currently serving on any other Boards?

☐ Yes ☒ No

Applicant Information

First Name *

James

Middle Initial

W

Last Name *

Whitley

Street Address

432 Cades Trl

City

Southport

State

NC

Zip

28461

Home Phone

Cell Phone

540.220.2121

Email

wwhitley58@gmail.com

Present	Bald Head Island Transportation - Part-time Relief Ferry Captain
Job/Employer	1301 Ferry Rd
Address	Southport, NC 28461

Past Employment	Prince William County (VA) Department of Fire & Rescue - Assistant Chief (34 yrs)
	US Coast Guard Reserve - Captain (26 yrs)

Current	Southport Parks & Recreation Committee- member
Civic/Community	Southport Fire Dept - member
Participation	Coastal Water Watch - member



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

From:

Andrea White

Action Item # V. - 6.

Board Appointment - Juvenile Crime Prevention Council (JCPC)
- Chief Court Counselor and AMH/DD/SA Designee

Issue/Action Requested:

Request that the Board of Commissioners approve the selection of Mr. Charles Newton as the Chief Court Counselor's designee and Ms. Dena Hamilton as the AMH/DD/SA designee.

Background/Purpose of Request:

Ms. Regina Bennett, JCPC Coordinator, has requested that the Board of Commissioners approve the selection of Mr. Charles Newton as the Chief Court Counselor's representative on the Juvenile Crime Prevention Council. Mr. Newton will replace Mr. Joey Todd.

Ms. Bennett also requested that the Board of Commissioners approve the selection of Ms. Dena Hamilton as the AMH/DD/SA (Area Mental Health, Developmental Disabilities and Substance Abuse) representative. Ms. Hamilton will fill the position vacated by Ms. Amy Horgan in May 2018.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

JCPC recommends approval.

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the selection of Mr. Charles Newton as the Chief Court Counselor's designee and Ms. Dena Hamilton as the AMH/DD/SA designee.

ATTACHMENTS:

Description

▣ JCPC Membership List

BRUNSWICK COUNTY JCPC MEMBERSHIP LIST
As of 1/31/19

Member	Position	Designee (if applicable)
Mike Forte	County Commissioner	n/a
Catherine Lytch	Director DSS or designee	Valarie Price, Social Worker Supervisor
David Tart	AMG/DD/SA or designee	Dena Hamilton, System of Care Coordinator
VACANT	Juvenile Defense Attorney	n/a
John Ingram	Brunswick County Sheriff or designee	T. K. Nowell, Sergeant
Lance Britt	Chief Court Counselor or designee	Charles Newton, Court Counselor
Scott Ussery	Chief District Judge or designee	Fred Gore
David Stanley	Local Health Director or designee	Allison Campbell, Nursing Director
VACANT	Member of Business Community	n/a
Rudy Ramphal	Member of Faith Community	n/a
Jon David	DA Officer of designee	Bailey Woods
Resea Willis	Representative of Non-Profit	n/a
Melinda Johnson	Representative of Parks & Rec	n/a
Leslie Tubb	School Superintendent or designee	Meredith Lloyd, School Counselor Specialist
Raymond Woods	Substance Abuse Professional	n/a
VACANT	Chief of Police or designee	
Ann Hardy	County Manager or designee	Rich Ohmer, Health Services
Erin Rutkowski	County Commissioner Appointee	n/a
Bonnie Jordan	County Commissioner Appointee	n/a
Sharon Flucker	County Commissioner Appointee	n/a
Mary Ann Hersam	County Commissioner Appointee	n/a
Maxine Elliott	County Commissioner Appointee	n/a
John Manning	County Commissioner Appointee	n/a
Eric A Cinnoti	County Commissioner Appointee	n/a
VACANT	Youth Member	n/a
VACANT	Youth Member	n/a



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

From:
Andrea White

Action Item # V. - 7.

Board Appointment - Nursing Home & Adult Care Home
Community Advisory Committee - At Large

Issue/Action Requested:

Request that the Board of Commissioners appoint Ashley Wells to the Nursing Home & Adult Care Home Community Advisory Committee for a 1-year term expiring on February 18, 2020.

Background/Purpose of Request:

There are currently two vacancies on the Nursing Home Community Advisory Committee. According to Ms. Kandace Lego, Regional LTC Ombudsman-Area Agency on Aging, Region O Council of Governments, the new process for filling a vacancy on this committee requires that any applications received be forwarded to the Ombudsman's office for vetting for conflict of interest and training prior to a recommendation being made to the County for appointment to the Committee.

Two applications were received and forwarded to Ms. Lego, however, one applicant decided not to complete the training.

The other applicant, Ms. Ashley Wells was vetted for conflict of interest by the Regional LTC Ombudsman, completed 15 hours of training, and is now being recommended for appointment for an initial 1-year term. If appointed, Ms. Wells' appointment will expire on February 18, 2020.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners appoint Ashley Wells to the Nursing Home & Adult Care Home Community Advisory Committee for a 1-year term expiring on February 18, 2020.

ATTACHMENTS:

Description

- ☐ Roster
- ☐ Address Sheet
- ☐ Application - Ashley Wells

Nursing Home & Adult Care Home Community

Name	District	Appointment Date	Term	Expiration Date	Serving Since
Holly Brenneman	1	3/19/2018	3	3/19/2021	2017
Carol Sutter	2	8/15/2016	3	9/1/2019	2012
Arlene Rushin	3	2/6/2017	3	1/1/2020	2003
John Walz	4	2/20/2017	3	2/1/2020	2013
Eileen Clyne (unexp.)	5	4/16/2018	3	4/16/2019	2018
Barabara Voorhees	at-large	1/19/2016	3	2/1/2019	2014
Sheila Umbricht (unexp.)	at-large	7/17/2017	3	7/1/2020	2013
VACANT (unexp)	at-large	8/21/2017	3	9/1/2020	2016
Colleen Combs	at-large	2/20/2017	3	2/1/2020	2015
VACANT (unexp)	at-large	6/20/2016	3	7/1/2019	2007

Mission

To monitor the Patient's Bill of Rights for residents in nursing homes in Brunswick County; to provide increased social interaction and opportunities for enrichment for these adults; to assist in preventing physical and psychological deterioration of these older adults by promoting independence; to evaluate the activities of the nursing homes so that they meet the needs of the older adults in Brunswick County; to promote community understanding of the aging process and of the needs, problems, strengths and resources of older persons; to report to the Brunswick Commissioners the status of the Committee.

Membership

All members serve 3-year terms after the initial 1-year term.

- ~ At least 7 members, appointed by the Board of Commissioners (1 from each district; all additional are at-large members)
- ~ Each member must be a resident of the county which the committee serves.

Nursing Home Address Sheet

Name	Phone(s)	Email Address	Mailing Address
Holly Brenneman	(M) 571-643-6773	hollybrenneman12@gmail.com	7040 Bloomsbury Court, OIB, NC 28469
Carol Sutter	(H) 842-5254 (M) 908-625-3146	carw@aol.com	2141 Lands End Way, Supply, NC 28462
Arlene Rushin	(H) 253-4607 (M) 515-9774	aerushin@aol.com	2550 St. James Drive, Southport, NC 28461
John Walz	(H) 393-5255 (M) 273-4514	walzjf@msn.com	622 Triangle Trail, Sunset Beach, NC 28468
Eileen Clyne	(M) 201-926-6784	eileenjclyne@gmail.com	2640 Vickery Cove, Leland, NC 28451
Barbara Voorhees	(H) 253-8737	leboufbarb@gmail.com	3676 Bayedge Lane, St. James, NC 28461
Sheila Umbricht	(H) 575-7080	saumbricht@atmc.net	46 Plantation Drive, OIB, NC 28469
VACANT	(H) 253-7339 (M) 703-201-3196	vankmiller@yahoo.com	3060 Baycrest Drive, Southport, NC 28461
Colleen Combs	(H) 202-549-3938	hartcombs@gmail.com	5231 Shipmast Way, Southport, NC 28461
VACANT	(H) 755-5678		1790 Waterwing Drive, OIB, NC 28469



Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

*

Are you a permanent resident of Brunswick County?

☒ Yes ☐ No

How many years?

<1

*

Are you registered to vote in Brunswick County?

☒ Yes

☐ No

*

Board or Committee of Interest

Nursing Home & Adult Care Home Community Advisory Committee

Board or Committee of Interest (Second Choice)

Brunswick County Substance Use and Addiction Commission

Do you anticipate any conflicts of interest if appointed?

☐ Yes ☒ No

Are you currently serving on any other Boards?

☐ Yes ☒ No

Applicant Information

First Name *

Ashley

Middle Initial

C

Last Name *

Wells

Street Address

1040 Golden Sands Way

City

Leland

State

NC

Zip

28451

Home Phone

678-481-1034

Cell Phone

Email

ashwells1980@gmail.com

Present	UNCW
Job/Employer	College of Health and Human Services
Address	601 S. College Rd. Wilmington, NC

Past Employment

Current	Attended community meetings on health and health insurance at senior center,
Civic/Community	volunteered at Belville Elementary during Hurricane Florence, looking for more
Participation	ways to become involved since moving here in January.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

From:
Andrea White

Action Item # V. - 8.

Board Appointment - Town of Carolina Shores ETJ Planning Board

Issue/Action Requested:

Request that the Board of Commissioners consider approving the re-appointment of Member Ruth Ann Campbell-Grothe and Alternate Member Normand Neligon as Planning Board members from the Extraterritorial Jurisdiction for a 3-year term as recommended by the Town of Carolina Shores.

Background/Purpose of Request:

At their February 4, 2019 meeting, the Town of Carolina Shores approved the re-appointment of Member Ruth Ann Campbell-Grothe and Alternate Member Normand Neligon as Planning Board members from the ETJ for a 3-year term. The Town has requested that the Board of Commissioners also approve these re-appointments.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Recommended by the Town of Carolina Shores.

County Manager's Recommendation:

Recommend that the Board of Commissioners consider approving the re-appointment of Member Ruth Ann Campbell-Grothe and Alternate Member Normand Neligon as Planning Board members from the Extraterritorial Jurisdiction for a 3-year term as recommended by the Town of Carolina Shores.

ATTACHMENTS:

Description

- Letter from the Town of Carolina Shores - Planning Board ETJ Appointments

TOWN OF CAROLINA SHORES
NORTH CAROLINA

RECEIVED

FEB 13 2019

BRUNS. CO. ADMIN.

200 Persimmon Road
Carolina Shores, NC 28467



Phone: 910-575-4877
Fax: 910-575-4812

February 7, 2019

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

Dear Brunswick County Board of Commissioners:

The Town of Carolina Shores Board of Commissioners approved the re-appointment of Member Ruth Ann Campbell-Grothe and Alternate Member Normand Neligon at their February 4, 2019 meeting as Planning Board members from the Extra Territorial Jurisdiction.

The Town of Carolina Shores Board of Commissioners respectfully requests from the Brunswick County Board of Commissioners that these two re-appointments be approved for another term of three years.

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Joyce A. Dunn". The signature is fluid and cursive, with the first name "Joyce" being the most prominent part.

Mayor Joyce Dunn



Brunswick County Board of Commissioners

ACTION AGENDA ITEM

February 18, 2019

From:
Ann Hardy

Action Item # V. - 9.

Brunswick County Schools - Appropriation for Turf at High School Stadiums

Issue/Action Requested:

Request that the Board of Commissioners appropriate \$2,290,000 from the county held School Capital Reserve Fund (Excess Ad Valorem) to provide funds for the installation of turf at the three high school stadiums.

Background/Purpose of Request:

Background

High school football, soccer, lacrosse and track use our high school stadiums for games. Almost all teams have Varsity and JV teams. Marching bands use the stadiums for competitions and bands need practice space. Increased stadium usage has made it more expensive to provide an adequate quality of stadium grass.

Despite additional expense and effort, the quality of our stadium grass remains subpar due to overuse. One solution would be adding athletic lighting, concession areas, restrooms and bleachers to practice fields. Staff feels assigning some sports to lesser equipped fields is not the preferred option.

Lighting large fields, adding bleachers, scoreboards, and other equipment would bring the cost to approximately \$300,000 per high school. Considering the expense, a desire to accommodate all sports equally, and the continually rising maintenance cost of grass, led staff to investigate the installation of artificial turf.

Two immediate concerns are pushing us to make a decision about turf quickly: a subsurface drainage problem at the WBHS field (approximately \$120,000 repair); and an athletic improvement project on the North Brunswick field scheduled to receive new irrigation and sod. The contractor has been instructed to stop work until a determination can be made.

Additional Information About Artificial Turf

Our Athletic Directors support use of turf. All have evaluated and confirmed that a single game field with artificial turf could accommodate practice, band events and game schedules for football, soccer and lacrosse (varsity men, varsity women, and JV teams).

Staff has found no current data showing concerns about increased injury or illness resulting from turf.

The NCHSAA supports use of turf. Buncombe County is converting 9 stadiums to turf. Horry County is pursuing options for the placement of turf at all existing county high schools. New Hanover High School practices and plays on artificial turf. The New Hanover High School Athletic Director indicated that they have seen a decrease in injuries, and have been successful in the transition between the use of artificial turf at home and on natural grass at away games.

Cost Breakdown and Comparisons

Traditional Fields

Artificial Turf

Initial Investment:

\$ 940,000 – Field Improvement Projects	\$2,400,000 - Initial Installation
\$ 900,000 – Cost to equip 3 new playing fields	\$ 300,000 - Field Underlayment
<u>\$ 120,000 – WBHS Field Repairs</u>	
\$1,960,000	<u>\$2,700,000</u>

Annual Expenses

\$ 100,000 – Annual Repairs & replacement for 6 fields	\$ 5,000 – Annual Maintenance
	<u>\$ 40,000 – Replacement set-aside</u>
	\$ 45,000

Total Cost – 10 Year Cycle

\$1,960,000 - Initial Investment	\$2,700,000 - Initial Investment
<u>\$1,000,000 - Maintenance & Replacement</u>	<u>\$ 450,000 - Maintenance & Replacement</u>
\$2,960,000	\$3,150,000

In summary, the annual budget impact of turf vs. traditional fields is estimated at \$19,000 per year.

School Request:

There is \$410,000 of funding currently available for athletic site improvement from other sources. We respectfully request an appropriation of \$2,290,000 from Ad Valorem contingency to fund the balance of this project.

Fiscal Impact:

Budget Amendment Required, Capital Project/Grant Ordinance Required, Reviewed By Director of Fiscal Operations

Budget amendment and the associated capital project ordinance appropriates excess ad valorem \$2,290,000 held in the school capital reserve for the project.

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners appropriate \$2,290,000 from the county held School Capital Reserve Fund (Excess Ad Valorem) to provide funds for the installation of turf at the three high school stadiums.

ATTACHMENTS:

Description

- 20190218 Budget Amendment BCS High School Stadiums Turf

Request Info	
Type	Budget Amendment
Description	BCS High School Stadiums Turf
Justification	Board Meeting 2/18/2019-Transfer \$2,290,000 from Ad Valorem Contingency to Excess Ad Valorem for the purchase and installation of turf at all of the high school stadiums.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
428006	499103	School Capital Projects	Ad Valorem Contingency	-2290000	Decrease	Credit
428006	464014	School Capital Projects	PRC 495 Excess Ad Valorem	2290000	Increase	Debit

Total	
Grand Total:	0

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

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

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

Brunswick County Schools Capital Project

Revenues:

NC Education Lottery	7,082,039
Investment Earnings	-
Transfer from General Fund	36,303,033
Transfer from Special SCRS PRC495	3,628,226
Transfer SCRS PRC077	13,832,255
Fund Balance Appropriated	6,552,413
Total School Capital Project Fund Revenues	\$ 67,397,966

Expenditures:

PRC 495 Excess Ad Valorem	23,832,876
PRC 077 Local Option Sales Tax	32,060,457
GF Hold Harmless Medicaid Swap	372,871
Proc NC Education Lottery Expense	7,082,039
Prior Year Excess Ad Valorem Unavailable	839,499
Transfer to General Fund	314,013
Ad Valorem Contingency	462,551
Sales Tax Contingency	2,433,660
Total School Capital Project Fund Expenditures	\$ 67,397,966

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

Current Funds Appropriated	\$ 36,303,033
----------------------------	---------------

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

Contribution to Capital Project Fund	\$ 36,303,033
--------------------------------------	---------------

Section 4. This Capital Project Ordinance shall be entered into the minutes of the February 18, 2019 meeting of the Brunswick County Board of Commissioners.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

Action Item # V. - 10.

Clerk to the Board - Meeting Minutes

From:

Andrea White

Issue/Action Requested:

Request that the Board of Commissioners approve the draft minutes from the January 22, 2019 and the February 4, 2019 Regular Meetings.

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 the draft minutes from the January 22, 2019 and the February 4, 2019 Regular Meetings.

ATTACHMENTS:

Description

- Draft Minutes 2019-01-22 Regular Meeting
- Draft Minutes - 2019-02-04 Regular Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
JANUARY 22, 2019
6:00 P.M.**

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

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

STAFF: Ann Hardy, County Manager
Steve Stone, Deputy County Manager
Bob Shaver, County Attorney
Julie Miller, Finance Director
Andrea White, Clerk to the Board
Amanda Hutcheson, Public Information Officer
First Sgt. Lamar Siler, Sheriff's Office

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

I. CALL TO ORDER

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

II. INVOCATION/PLEDGE OF ALLEGIANCE

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

III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman Williams asked for any adjustments to the agenda.

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. Donald Pedings, resident of Oak Island, spoke regarding the impacts of seismic air gun surveys. Mr. Pedings presented a handout to the Clerk prior to the meeting for distribution to the Board.

DRAFT

2. Mr. Carl Parker, resident of Leland and President of the NAACP (National Association for the Advancement of Colored People) spoke against offshore drilling and testing.
3. Mr. Tom Sapp, resident of Oak Island, requested that the Board pass a resolution opposing offshore drilling. Mr. Sapp also requested that the Board do whatever is in its power to assist government workers who aren't being paid due to the partial Federal Government shutdown.
4. Ms. Marilyn Priddy, resident of Shallotte, spoke in opposition of offshore drilling and requested that the County conduct a poll to gauge the support or opposition of offshore drilling practices and to convene a roundtable, panel, or townhall for a question and answer session.
5. Ms. Kathleen Yonce, resident of Oak Island, spoke against offshore drilling and seismic blasting and asked the Board to pass a resolution opposing both. Ms. Yonce presented a handout to the Clerk prior to the meeting for distribution to the Board.
6. Mr. Dwight Willis, resident of Holden Beach, asked that the Board join a collective lawsuit filed against the Federal Government by 16 municipalities in South Carolina who have an injunction against seismic blasting off the coast of South Carolina.
7. Mr. Dan George, resident of Winnabow, spoke against offshore drilling and provided information regarding the poor safety inspections for oil rigs registered in other countries.
8. Ms. Judy Droitcour, resident of Caswell Beach, spoke in reference to offshore drilling and asked the Board to think about the coastal economy, coastal real estate values, population growth, and marine life. Ms. Droitcour added that most residents, according to various surveys, oppose offshore drilling.
9. Ms. Martha Johnson, resident of Southport, asked that the Board add a resolution against seismic testing and offshore drilling to an agenda.
10. Ms. Yvonne Moody, resident of Southport, asked that the Board place a resolution opposing offshore drilling and seismic testing on an agenda.
11. Ms. Robin Van Vliet, resident of Varnamtown, asked for a resolution opposing seismic testing and oil drilling.
12. Ms. Sue Marsh, resident of Southport, asked for a resolution opposing seismic testing and offshore drilling.
13. Mr. Brayton Willis, resident of Leland, thanked the Board, Ann Hardy, and staff for the great presentations in Leland related to the water treatment plant expansion. Mr. Willis also encouraged the County to keep the water rates as low as possible.
14. Ms. Austin Sapp, resident of Oak Island, spoke in protest of the possibility of exploration and drilling off the coast of North Carolina and anywhere on the Atlantic shores. Ms. Sapp also provided information on the harmful effects of seismic blasting on marine life.
15. Ms. Kym Stewart, resident of Oak Island, shared a paragraph from an article printed in Time Magazine related to the Permian Basin in Midland Texas. Ms. Stewart also asked for a resolution against offshore drilling.
16. Mr. Michael Rice, resident of Southport, spoke against offshore drilling and presented copies of a draft resolution opposing offshore drilling to the Clerk.
17. Mr. Billy Stewart, resident of Oak Island, stated that he could not understand why people living in a coastal community would not pass a resolution to ban offshore drilling. Mr. Stewart also commented on an article that appeared in the Brunswick Beacon mentioning his conduct at a previous meeting.

Chairman Williams announced the conclusion of the Public Comment period.

V. APPROVAL OF CONSENT AGENDA

Chairman Williams asked for a motion on the Consent Agenda.

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

Chairman Williams called for a brief recess at 6:33 p.m. to allow those wishing to leave the meeting time to do so.

Chairman Williams called the meeting to order at 6:35 p.m. and asked for discussion on the motion. Hearing none, he called for a vote. The vote of approval was unanimous. The following items were approved:

1. Administration - Surplus Property Offers for Upset Bid Process

Accepted, subject to the upset bid process, an offer submitted for a surplus parcel that meets the value parameters previously established by the Board.

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

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

Designated 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 approved the Applicant Disaster Agreement for Hurricane Florence.

RESOLUTION DESIGNATION OF APPLICANT'S AGENT North Carolina Division of Emergency Management	
Organization Name (hereafter named Organization) Brunswick County	Disaster Number: DR-4393
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):	
Applicant's Fiscal Year (FY) Start 2018 Month: July Day: 1	
Applicant's Federal Employer's Identification Number 56 - 6000278	
Applicant's Federal Information Processing Standards (FIPS) Number 019 - 99019 - 00	
PRIMARY AGENT	SECONDARY AGENT
Agent's Name Ann Hardy	Agent's Name Julie Miller
Organization Brunswick County	Organization Brunswick County
Official Position County Manager	Official Position Finance Officer
Mailing Address Post Office Box 249	Mailing Address Post Office Box 249
City ,State, Zip Bolivia, NC 28422	City ,State, Zip Bolivia, NC 28422
Daytime Telephone (910) 253-2020	Daytime Telephone (910) 253-2067
Facsimile Number (910) 253-2022	Facsimile Number (910) 253-5307
Pager or Cellular Number (910) 523-1340	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 .	
GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title Frank Williams, Chairman	Name Andrea White
Name and Title	Official Position Clerk
Name and Title January 22, 2019	Daytime Telephone (910) 253-2016
CERTIFICATION	
I, <u>Andrea White</u> , (Name) duly appointed and <u>Clerk</u> (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 <u>Brunswick County, NC</u> (Organization) on the <u>22nd</u> day of <u>January</u> , 20 <u>19</u> .	
Date: <u>January 22, 2019</u> Signature: _____	

Rev. 06/02

3. **Clerk to the Board - Meeting Minutes**
Approved the draft minutes from the January 7, 2019 Regular Meeting.
4. **Code Administration - Extension of Hurricane Florence Recovery Permit and Fee Waivers**
Approved 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**

Approved 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**
Accepted 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**
Accepted the Deed of Dedication for water and sewer infrastructure in Chatham Glenn Phase 2.
8. **County Attorney - Knollwood at St. James Deed of Dedication**
Accepted 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**
Directed a refund requested for excise taxes paid in error in the amount of \$355.00.
10. **County Attorney - Foreclosure Properties to Surplus List**
Declared parcels 201ND050, 0052A053, and 1410002301, 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**
Adopted 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 cancelled the scheduled public hearing.

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

12. **Finance - Contract to Audit Accounts - Martin Starnes & Associates, CPSs, P.A**
Approved a one-year contract for audit services with Martin Starnes & Associates, CPAs, P.A.
13. **Finance - Fiscal Items**
Reviewed and approved Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature presented on the consent agenda.
 - **Solid Waste Fees Budget Amendment**
Appropriated \$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**
Cancelled the March 4, 2019 regular meeting due to Commissioners' attendance at the National Association of Counties Legislative Conference and adopted the Regular Meeting schedule for FY 2019-2020.

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.
August 5, 2019 at 3:00 p.m.
August 19, 2019 at 6:00 p.m.
September 16, 2019 at 6:00 p.m.

January 6, 2020 at 3:00 p.m.
January 21, 2020 at 6:00 p.m.
February 3, 2020 at 3:00 p.m.
February 17, 2020 at 6:00 p.m.

October 7, 2019 at 3:00 p.m.
October 21, 2019 at 6:00 p.m.
November 4, 2019 at 3:00 p.m.
November 18, 2019 at 6:00 p.m.
December 2, 2019 at 3:00 p.m.
December 16, 2019 at 6:00 p.m.

March 2, 2020 at 3:00 p.m.
March 16, 2020 at 6:00 p.m.
April 6, 2020 at 3:00 p.m.
April 20, 2020 at 6:00 p.m.
May 4, 2020 at 3:00 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

15. **Governing Body - Resolution Supporting FY 2019-2020 Federal Legislative Goals**
Approved a resolution submitting Federal Legislative Goals for 2019-2020 to NACo (National Association of Counties).

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

16. **Governing Body - Board Appointment to Lower Cape Fear Water & Sewer Authority**
Extended 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.
17. **Health and Human Services - Public Housing: Request to Schedule Public Hearing**
Scheduled 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 (CSBG) Application FY 2019-2020**
Reviewed the provided information on Southeastern's CSBG refunding application for FY 2019-2020 and authorized the Clerk to sign the provided documentation form.
19. **Tax Administration - January 2019 Releases**
Approved the January 2019 releases.
20. **Utilities - Utility Preliminary Engineering Agreement with NCDOT, Inspector Position and Vehicle**
Approved the Utility Preliminary Engineering Agreement with the North Carolina Department of Transportation (NCDOT) for the reimbursement of inspections services in the amount up to \$263,080.37 and authorized 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.

Representative Iler explained that the legislative session starts on January 30th. A long session, which is every odd year, usually lasts about six months. This means the budget and any legislation is usually done by June 30th. Representative Iler distributed a form in an effort to solicit input from the leadership in Brunswick County for suggested legislation.

VII. PUBLIC HEARING

Pursuant to notice duly advertised and posted, the Brunswick County Board of Commissioners conducted Public Hearings in the Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.

1. **GIS - Street Adoptions Public Hearing (Jan Clemmons, GIS)**

DRAFT

Request that the Board of Commissioners approve the second reading and adoption of the proposed street names.

Ms. Clemmons requested that the Board hold the public hearing and approve second reading and adoption of the proposed street names.

CALL TO ORDER

Chairman Williams called the Public Hearing to order at 6:40 p.m.

PUBLIC COMMENTS

Chairman Williams asked those wishing to speak on the proposed street names to come to the podium.

No one wished to speak.

ADJOURN

Chairman Williams closed the Public Hearing at 6:41 p.m.

Vice-Chairman Thompson moved to approve adoption of the proposed street names as presented. The vote of approval was unanimous.

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.

Ms. Dixon explained that Z-766 is a proposed rezoning for tax parcel 0570007203 from RR to C-LD. This rezoning, which came before the Board of Commissioners last month, consists of one parcel that encompasses 1.15 acres off of Hazel Branch Road. The Board expressed concerns about adjacent property owners and desired to provide an opportunity for them to come and speak. The Planning staff has recommended denial of the rezoning request. Staff and the applicant have explored numerous options, however none fit the request of the applicant. The denial is based upon the size of the rezoning, the location, the attributes of the rezoning site, concerns over spot zoning, the surrounding area, the current land uses, the general layout, the general planning principles and practices, as well as, it is not consistent with the Brunswick County CAMA Land Use Plan. The land use map denotes the site as conservation and shows the disconnect from the commercial area in the land use plan. The site also scores high on the Biodiversity & Wildlife Habitat Assessment Score due to substantial wetlands. The Planning Board recommended denial as well.

Chairman Williams asked for questions from the Board. Following a brief discussion for clarification, Chairman Williams proceeded with the Public Hearing.

CALL TO ORDER

Chairman Williams called the Public Hearing to order at 6:47 p.m.

PUBLIC COMMENTS

Chairman Williams asked those wishing to speak on Rezoning Case Z-766 to come to the podium.

Mr. Rodney Bryant spoke on behalf of the applicant, Ms. Marva Moss. Mr. Bryant stated that the owners would like to erect a billboard, which they understand is only allowed in an area zoned commercial. He expressed concerns regarding the distance requirements from billboard to billboard as they apply to Hazels Branch since the billboard would not be located on Hwy. 17. He stated that Hazels Branch is an off-road and should fall under the distance requirements of 1,000 feet. He indicated that there was approximately 1,500 feet between the existing billboard and the location of the proposed billboard.

Mr. Marc Pagès, Senior Planner, explained that the placement of the billboard on Hazels Branch is intended for traffic on Hwy. 17 and therefore it would have to comply with the distance requirements of Hwy. 17 because it is in the US 17 corridor. Mr. Pagès further stated that this is the interpretation of staff and the applicant could potentially appeal the interpretation to the Board of Adjustments.

Ms. Dixon explained that the Zoning Administrator has looked at it and it is an appealable action. Staff recommended the appeal if the applicant disagreed with the interpretation however, the applicant has not made the appeal to date.

Following discussion by the Board, Ms. Marva Moss addressed the Board. Ms. Moss expressed her frustration with the denial by the Planning Board.

Ms. Dixon added that this parcel is on a frontage road and the interpretation is consistent. If adjacent property owners wanted to join the rezoning, the issue would be resolved, however, the adjacent property owners have not stated that they wanted to rezone. If the zoning is changed, the applicant could apply for a variance for the linear feet between signs.

ADJOURN

Chairman Williams closed the Public Hearing at 7:07 p.m.

Chairman Williams asked for questions and discussion.

Following discussion, Commissioner Forte moved deny Rezoning Case Z-766.

CONSISTENCY STATEMENT

(per N.C.G.S. 153A-341)

Description: Z-766 (RR to C-LD)

The Board of Commissioners finds that the proposed zoning amendment is not consistent with the CAMA Land Use Plan (Comprehensive Plan) and is not in the public interests 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.

Therefore, on the basis of all the information provided including the foregoing, Commissioner Forte moved to order denial of the amendment to the Brunswick County

Unified Development Ordinance Zoning Map from RR (Rural Low Density Residential) to C-LD (Commercial Low Density) (Z-18-766).

Chairman Williams asked for discussion on the motion.

Following discussion, the motion failed by a vote of 1 to 4. (Ayes – Commissioner Forte. Nays – Chairman Williams, Vice-Chairman Thompson, Commissioner Cooke, Commissioner Sykes.)

Vice-Chairman Thompson moved to approve Rezoning Case Z-766.

CONSISTENCY STATEMENT

(per N.C.G.S. 153A-341)

Description: Z-766 (RR to C-LD)

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: It could be perceived as spot zoning and it is not adjacent to a major intersection.

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: There is an issue between Hazels Branch Road versus Hwy. 17, and if the Board was dealing with just the measurement as it applies to Hazels Branch Road there would not be an issue.

The Board of Commissioners further finds that the proposed zoning amendment is reasonable and in the public interests for the following reasons: The adjoining property owners did not object to the rezoning.

Therefore, on the basis of all the information provided including the foregoing, Vice-Chairman Thompson moved to order approval of the amendment to the Brunswick County 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.

Chairman Williams asked for discussion on the motion. Hearing none he called for a vote. The motion passed 4 to 1. (Ayes – Chairman Williams, Vice-Chairman Thompson, Commissioner Sykes, Commissioner Cooke. Nays – Commissioner Forte.)

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.

Ms. Dixon explained that Z-773 is a proposed rezoning for tax parcel 16400029 encompassing 8.97 acres located off Whiteville Road NW (NC 130) from RR to IG. This parcel has a land use amendment from Conservation to Industrial as it backs up to an area in Shallotte with a small industrial park that is zoned Industrial.

CALL TO ORDER

Chairman Williams called the Public Hearing to order at 7:18 p.m.

PUBLIC COMMENTS

Chairman Williams asked those wishing to speak on Rezoning Case Z-773 to come to the podium. No one wished to speak.

ADJOURN

Chairman Williams closed the Public Hearing at 7:18 p.m.

CONSISTENCY STATEMENT

(per N.C.G.S. 153A-341)

Description: Z-773 (RR to IG)

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 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: 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: The proposed zoning amendment is adjacent to a major thoroughfare with existing infrastructure for industrial development.

Therefore, on the basis of all the information provided including the foregoing, Commissioner Sykes moved to order approval of the amendment to the Brunswick County 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.

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

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)

Ms. Dixon explained that Z-774 is a request to rezone a neighborhood from NC to C-LD to resolve setback issues and allow for more development.

CALL TO ORDER

Chairman Williams called the Public Hearing to order at 7:20 p.m.

PUBLIC COMMENTS

Chairman Williams asked those wishing to speak on Rezoning Case Z-774 to come to the podium.

ADJOURN

Chairman Williams closed the Public Hearing at 7:20 p.m.

CONSISTENCY STATEMENT

(per N.C.G.S. 153A-341)

Description: Z-774 (NC to C-LD)

The Board of Commissioners 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 Board of Commissioners 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.

Therefore, on the basis of all the information provided including the foregoing, Commissioner Forte moved to order approval of the amendment to the Brunswick County Unified Development Ordinance Zoning Map from NC (Neighborhood Commercial) to C-LD (Commercial Low Density) (Z-18-774).

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

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.

Mrs. Hardy explained that staff received direction from the Board on January 7th on the non-profit volunteer fire department agreement. Those changes were incorporated into the agreement and the agreement was sent to Chief Todd for distribution to the fire departments for input and to consider again the one point that was not agreed upon pertaining to the assets in the event of a dissolution from the County. Suggested changes were provided pertaining to Section 29. Mrs. Hardy reviewed those changes with the Board. She also noted that she and the County Attorney had reviewed the contract and did not have an objection to the proposed changes to Section 29.1, 29.4 and 29.5. She added that the County is currently operating under a contract that has been in place for many years. This new contract would not start until approved by the Board and Fire Chiefs, but is envisioned to begin July 1, 2019.

The direction provided to staff at the last meeting was to have the contract signed and back to the County by February 15, 2019.

Without objection, Chairman Williams asked Chief Todd if he would like to address the Board with regard to the Fire Chiefs' stance on the proposed contract. Chief Todd approached the podium and stated that the Fire Chiefs were all in agreement with adding the proposed changes and were also in agreement that they did not want the assets to go anywhere. They were seeking some type of protection in the event of a dissolution by the County.

Vice-Chairman Thompson moved to approve the contract with the proposed changes as presented.

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

Chairman Williams thanked staff and the Fire Chiefs' Association for working toward an agreement.

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.

Mr. Shaver explained that he received direction from the Board at the last meeting to bring an amendment to the local rules of procedure for the Board of Commissioners. The original text stated that motions did not require a second. The proposed amendment will require a second in order to be debated and acted on by the Board. The local rules of procedure take the form of an ordinance therefore may be passed on first introduction by a unanimous vote. If the vote is not unanimous it will be brought before the Board at the next meeting where a majority vote would enact it. The amendment will be effective immediately at the time it is enacted.

Commissioner Cooke moved to approve the amendment to the Rules of Procedure for the Brunswick County Board of Commissioners to require a second to motions in order for them to be debated and voted on by the Board.

Chairman Williams asked for discussion on the motion.

Following discussion, Chairman Williams call for a vote. The vote of approval was unanimous.

Chairman Williams stated that all motions from this point forward would require a second.

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

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.

Mr. Stanley provided information on the Health & Human Services (HHS) programs as they relate to the Government shutdown. He explained that the shutdown, which began just before Christmas, impacts approximately 25% of our federal budget and programs. Staff believes that our local HHS programs will have sustainable funding through the months of January and February. North Carolina Department of Health & Human Services (NCDHHS) is currently working on the Food Stamps program and will be issuing the entire month of February in January. Participants will not receive a disbursement in February. Medicaid, Title IV-E Foster Care and Adoption Assistance, Low Income Home Energy Assistance Program (LIHEAP), Child Care Development Fund-Daycare, Child Support Enforcement, and Veterans' Benefits should not be impacted through February. Food Stamps (FNS), Women, Infants and Children (WIC), Social Services Block Grant (SSBG), Temporary Assistance for Families (TANF), and HUD Section 8 could be impacted after February. Mr. Stanley also explained that payments related to the agreement with the Sheriff's Office to house federal detainees on behalf of the US Marshals Service will be delayed due to the shutdown, and state utility permits for some water projects could also be delayed. Farm Services/USDA and the Coast Guard are also being impacted.

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.

Mr. Nichols explained that it often takes two years or more to get water and sewer to a site for design permitting and construction for Economic Development projects. This timeline varies based on how much infrastructure is needed. One of the options to alleviate the waiting

period is to perform the design and permitting work now, and delay construction until someone is interested in locating to a site. There are currently two industrial parks on Hwy. 74-76 with commitments for the sewer and utilities grants that have been acquired, and design to install sewer infrastructure has begun. However, on the water side, no grants have been received yet for the water system infrastructure. Staff would like to move forward with the design so that when someone is interested, the process will be reduced by approximately one year at a minimal expenditure of dollars. Staff is recommending a contract with Municipal Engineering Services, the same company performing the sewer system design, in the amount of \$122,400 for engineering services to bring a waterline throughout the project. This would also provide some redundancy within our system as it will be able to interconnect with the Columbus County water system. The initial sewer grant program was through Columbus County which selected Municipal Engineering Services.

Following a brief discussion, Vice-Chairman Thompson moved to 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. The motion was seconded by Commissioner Cooke and the vote of approval was unanimous.

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).

Mr. Nichols explained that the North Carolina Department of Transportation has begun authorizing the relocation of utilities along the Hwy. 211 Corridor. 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. The cost for these utility relocations is over \$16 million and will be borne by NCDOT. Originally the NCDOT had requested that the County design the project and construct those relocations in advance of their roadway project. However, they have since come back to Utilities and requested that the project be turned over to them. The County has finished with the design and NCDOT would like to incorporate the plans into the project and utilize their contractor for construction. This will reduce the timeline of the project. As part of that agreement, a betterment agreement has also been negotiated. Staff is requesting that a force main be upsized from 16" to 24", along with an additional segment of 24" force main. The betterment cost is approximately \$2.4 million, however, through negotiations, the County will receive some credit for eliminating several lines that are no longer being used by the County. Overall, the cost to the County is estimated to be \$440,000 in betterment costs. Staff is asking that the Board of Commissioners approve the utility construction agreement with NCDOT and allow staff to give them the plans to be incorporated into the project.

Following a brief discussion, Commissioner Forte moved to approve the utility construction agreement with NCDOT for utility relocations associated with the Highway 211 Road Widening Project. The motion was seconded by Vice-Chairman Thompson and the vote of approval was unanimous.

IX. OTHER BUSINESS/INFORMAL DISCUSSION

DRAFT

Chairman Williams asked if there were any other items of business or discussion. The following items were brought forth.

1. Mrs. Hardy informed the Board that a letter was sent to the Chairman from Leland Mayor Brenda Bozeman requesting that the Commissioners provide their Board with the County's interest level for allowing Extra Territorial Jurisdictions (ETJ's) within Brunswick County. If the Board is interested, the Town of Leland will provide more information about a potential ETJ for the Town. If this is not something the Board is interested in, the Town has requested that the County inform them so that they may focus their efforts elsewhere.

Following a brief discussion, the Board directed the County Manager to request a letter from Mr. David Hollis, Leland Town Manager, with specifics relating to the ETJ and how it will impact the citizens.

X. ADJOURNMENT

Chairman Williams moved to adjourn at 8:00 p.m. The motion was seconded by Commissioner Forte and the vote of approval was unanimous.

Frank Williams, Chairman
Brunswick County Board of Commissioners

Attest:

Andrea White, NCCCC
Clerk to the Board

DRAFT

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
FEBRUARY 4, 2019
3:00 P.M.**

Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.

PRESENT:

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

STAFF: Andrea White, Clerk to the Board

There being no quorum present at 3:00 p.m., the Regular Meeting of the Brunswick County Board of Commissioner did not occur.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

From:
Ann Hardy

Action Item # V. - 11.

Code Administration - Appropriation of Revenue for 2 Inspectors and Equipment

Issue/Action Requested:

Request that the Board of Commissioners appropriate revenues for two multi- trades inspectors and associated vehicles and equipment totaling \$150,000.

Background/Purpose of Request:

A recent state statute required that building inspections be performed within 2 days. Timely inspections are vital to those recovering from the storm and home builders in the county. Since January, the number of inspections has consistently exceeded desired amounts based on the number of staff. When considering time for training, vacation, sick and administrative duties a staff person can perform about 14 inspections per day. With allowing for some staff that are assigned supervisory or other duties to perform a smaller number of inspections, staff can perform around 180 inspections per day. For the last few months, a typical day assignment of inspections is around 228. Staff are working to better utilize inspectors' time. However, new technology will not totally solve the issue.

Fiscal Impact:

Budget Amendment Required, Reviewed By Director of Fiscal Operations

Budget amendment appropriates \$150,000 in building permit fees for salaries, benefits, vehicles, and equipment.

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners appropriate revenues for two multi- trades inspectors and associated vehicles and equipment totaling \$150,000.

ATTACHMENTS:

Description

- 20190218 Budget Amendment Inspectors and Equipment

Request Info							
Type		Budget Amendment					
Description		2 inspectors and equipment					
Justification		Board Meeting 2/18/2019-Appropriate Building Permit fees in the amount of \$150,000 for the addition of two inspector positions with salary, benefits and necessary equipment thru June 30,2019.					
Originator		Tiffany Rogers					
Items							
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr	
104350	334300	Bldg/Fire Inspections and CP	Building Permits	150000	Increase	Credit	
104350	454000	Bldg/Fire Inspections and CP	Cap Outlay-Vehicle on Road	66500	Increase	Debit	
104350	412100	Bldg/Fire Inspections and CP	Salary and Wages-Regular	62000	Increase	Debit	
104350	418100	Bldg/Fire Inspections and CP	FICA	5000	Increase	Debit	
104350	418200	Bldg/Fire Inspections and CP	Retirement	8100	Increase	Debit	
104350	418300	Bldg/Fire Inspections and CP	Health Insurance	2020	Increase	Debit	
104350	418310	Bldg/Fire Inspections and CP	Dental Insurance	120	Increase	Debit	
104350	418306	Bldg/Fire Inspections and CP	Life Insurance	60	Increase	Debit	
104350	418400	Bldg/Fire Inspections and CP	Disability and Long-Term Ins	200	Increase	Debit	
104350	426200	Bldg/Fire Inspections and CP	Operating Equip \$500 - \$4 999	5000	Increase	Debit	
104350	421200	Bldg/Fire Inspections and CP	Uniforms	1000	Increase	Debit	
Total							
Grand Total:				300000			



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

Action Item # V. - 12.

Courts - SAMHSA Grant Contracts

From:

Michelle Ingram

Issue/Action Requested:

Request that the Board of Commissioners approve agreements with Coastal Horizon, Royal Cab Company and a MOU with Brunswick County for the Substance Abuse and Mental Health Services Administration (SAMHSA) Expansion Grant.

Background/Purpose of Request:

At the August 20, 2018 board meeting, Brunswick County accepted the Substance Abuse and Mental Health Services Administration (SAMHSA) Expansion Grant in the amount of \$400,000 for year one (09/30/18-09/29/19) of the Brunswick County Adult Treatment Court Expansion Project. The grant has a five-year project period beginning 09/30/2018 through 09/29/2023 for a total award amount of \$2,000,000.

As approved in the grant budget justification, contracted services with several organizations are needed to assist with the Adult Treatment Court Expansion Project.

Coastal Horizons will provide the Co-Occurring Court Coordinator and the DWI Court Coordinator positions to assist Project Director in the administration of the grant, serve on the local management committee, collect and enter data, provide screening/linkage and referral services for participants to determine their needs, plan services, link the services system with the client, monitor service delivery and evaluate the effort. Co-Occurring Court Coordinator budgeted at \$66,332 and DWI Court Coordinator budgeted at \$64,908 for year one of the grant.

Royal Cab will provide Taxi Cab Transportation at a rate of \$1.75 at an average of 405 miles per month. Transportation is needed to overcome the obstacle of participants getting to treatment.

Brunswick County will provide a Surveillance Officer that is devoted to treatment court participants and is directly related to treatment services access/linkage through drug testing. The officer will be available 40 hours a week on nights and weekends to drug test participants in their home at a budgeted amount of \$55,000 per year.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the Grant Project

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve agreements with Coastal Horizon, Royal Cab Company and a MOU with Brunswick County for the Substance Abuse and Mental Health Services Administration (SAMHSA) Expansion Grant.

ATTACHMENTS:

Description

- ▣ 20190204 Attach - SAMHSA Coastal Horizons Agreement Court Coordinators
- ▣ 21090204 Attach - SAMHSA Royal Cab Agreement - Transportation for Treatment Courts
- ▣ 20190204 Attach - SAMHSA MOU - BC and BC Treatment Courts Surveillance Officer

NORTH CAROLINA
BRUNSWICK COUNTY

SERVICES AGREEMENT
[Federally Funded]

THIS SERVICES AGREEMENT (hereinafter referred to as the “**AGREEMENT**”) is made and entered into this the ____ day of _____, 2019, by and between **BRUNSWICK COUNTY**, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “**COUNTY**”), party of the first part and **COASTAL HORIZONS CENTER, INC.**, (hereinafter referred to as “**PROVIDER**”), party of the second part.

WHEREAS, Brunswick County is the recipient of a federal grant from the Substance Abuse and Mental Health Services Administration (SAMHSA), a branch of the U.S. Department of Health and Human Services;

WHEREAS, the entirety of the grant funds are designated for Brunswick County Treatment Courts;

WHEREAS, Coastal Horizons Center, Inc. provides substance abuse, crisis intervention and criminal justice services throughout North Carolina;

WHEREAS, Coastal Horizons Center, Inc. has the ability to provide certain services in support of Brunswick County Treatment Courts; and

WHEREAS, Brunswick County wishes to enter into an agreement with Coastal Horizons Center, Inc. for such services subject to and contingent upon continued grant funding.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this **AGREEMENT** (hereinafter referred to collectively as “**SERVICES**”) and the agreed upon fees for said **SERVICES** are set forth on Exhibit “A” attached hereto and incorporated herein by reference.

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

2. TERM OF AGREEMENT AND TERMINATION

The term of this **AGREEMENT** begins on September 30, 2018, and continues in effect until September 29, 2019, unless sooner terminated as provided herein. The **COUNTY** may

terminate this **AGREEMENT** at any time without cause by giving sixty (60) days' written notice to the **PROVIDER**. As soon as practicable after receipt of a written notice of termination without cause, **PROVIDER** shall submit a statement to the **COUNTY** showing in detail the **SERVICES** performed under this **AGREEMENT** through the effective date of termination. **COUNTY** may terminate this **AGREEMENT** for cause by giving written notice of a breach of the **AGREEMENT**. **PROVIDER** shall have thirty (30) days to cure the breach following receipt of the notification. Failure to cure the breach within the thirty (30) days shall result in the immediate termination of the **AGREEMENT**. Notwithstanding the foregoing, **COUNTY** may terminate this **AGREEMENT** immediately and without notice to **PROVIDER** if **PROVIDER** becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against **PROVIDER**, or has a receiver or trustee appointed for substantially of its property, or if **PROVIDER** allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the **COUNTY** to make payments under this **AGREEMENT** for a given fiscal year, the **COUNTY** will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the **COUNTY** will promptly notify the **PROVIDER** of the non-appropriation and this **AGREEMENT** will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the **COUNTY** which is attributable to non-appropriation of funds shall constitute a breach of or default under this **AGREEMENT**.

4. COMPENSATION

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

5. INDEPENDENT CONTRACTOR

Both **COUNTY** and **PROVIDER** agree that **PROVIDER** shall act as an independent contractor and shall not represent itself as an agent or employee of the **COUNTY** for any purpose in the performance of its duties under this **AGREEMENT**. **PROVIDER** represents that it has or will secure, at its own expense, all personnel required in performing the **SERVICES** under this **AGREEMENT**. Accordingly, **PROVIDER** shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this **AGREEMENT**, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other

taxes or business license fees as required. **PROVIDER** shall not be entitled to participate in any plans, arrangements or distributions by the **COUNTY** pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to **COUNTY** employees.

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

6. PROVIDER REPRESENTATIONS

- (1) **PROVIDER** is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- (2) **PROVIDER** has all requisite corporate power and authority to execute, deliver and perform its obligations under this **AGREEMENT**;
- (3) No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for **PROVIDER** to enter into and perform its obligations under this **AGREEMENT**;
- (4) **PROVIDER** shall not violate any agreement with any third party by entering into or performing the **SERVICES** under this **AGREEMENT**;
- (5) **PROVIDER** will perform all **SERVICES** in conformity with the specifications and requirements of this **AGREEMENT**;
- (6) The **SERVICES** provided by **PROVIDER** under this **AGREEMENT** will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements);
- (7) **PROVIDER** shall exercise reasonable care and diligence when performing the **SERVICES** hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said **SERVICES**;
- (8) **PROVIDER** acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the **SERVICES**, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- (9) **PROVIDER** shall ensure that whenever its employees or agents are on **COUNTY** property, they will strictly abide by all instructions and directions issued by the **COUNTY** with respect to rules, regulations, policies and security procedures applicable to work on the **COUNTY'S** premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled

substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

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

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

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

9. NON-ENDORSEMENT AND PUBLICITY

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

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

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

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

12. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this **AGREEMENT**, **PROVIDER** shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - i. Competitively within a timeframe providing for compliance with the **AGREEMENT** performance schedule;
 - ii. Meeting **AGREEMENT** performance requirements; or
 - iii. At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

13. ACCESS TO RECORDS

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

- (1) **PROVIDER** agrees to provide **COUNTY**, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of **PROVIDER** which are directly pertinent to this **AGREEMENT** for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) **PROVIDER** agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) **PROVIDER** agrees to provide any authorized representatives of the Federal Government access to construction or other work sites pertaining to the work being completed under the **AGREEMENT**.

14. SUSPENSION AND DEBARMENT

- (1) This **AGREEMENT** is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such **PROVIDER** is required to verify that none of the **PROVIDER**, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) **PROVIDER** must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by **COUNTY**. If it is later determined that **PROVIDER** did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government and **COUNTY**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. INDEMNIFICATION

PROVIDER shall defend, indemnify and hold harmless **COUNTY**, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against **COUNTY** or which **COUNTY** must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this **AGREEMENT** and/or the performance hereof that are due in part or in the entirety of **PROVIDER**, its employees or agents. **PROVIDER** further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. **PROVIDER** shall be fully responsible to **COUNTY** for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this **AGREEMENT**.

16. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

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

17. NO OBLIGATION BY FEDERAL GOVERNMENT

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

18. MINORITY BUSINESS ENTERPRISES

PROVIDER will make "good faith efforts" to utilize Minority Business Enterprises (MBEs), pursuant to 2 C.F.R. § 200.321, for subcontractors in the performance of this **AGREEMENT**.

19. INSURANCE

PROVIDER shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as

may be required by **COUNTY** with limits acceptable to **COUNTY**. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include **COUNTY** as an additional insured and as a certificate holder. **PROVIDER** shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by **COUNTY**. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. **PROVIDER** shall have no right of recovery or subrogation against **COUNTY** (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

20. WORKERS' COMPENSATION

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

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

21. REMEDIES

- (1) **RIGHT TO COVER.** If **PROVIDER** fails to meet any completion date or resolution time set forth, due to no fault of **COUNTY**, the **COUNTY** may take any of the following actions with or without terminating this **AGREEMENT**, and in addition to, and without limiting, any other remedies it may have:
 - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the **SERVICES** from a third party until the matter is resolved and **PROVIDER** is again able to resume performance under this **AGREEMENT**; and
 - ii. Deduct any and all expenses incurred by **COUNTY** in obtaining or performing the **SERVICES** from any money then due or to become due **PROVIDER** and, should the **COUNTY'S** cost of obtaining or performing the **SERVICES** exceed the amount due **PROVIDER**, collect the amount due from **PROVIDER**.
- (2) **RIGHT TO WITHHOLD PAYMENT.** **COUNTY** reserves the right to withhold any portion, or all, of a scheduled payment if **PROVIDER** fails to perform under this **AGREEMENT** until such breach has been fully cured.

- (3) **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this **AGREEMENT** all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this **AGREEMENT**.
- (4) **OTHER REMEDIES.** Upon breach of this **AGREEMENT**, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- (5) **NO SUSPENSION.** In the event that **COUNTY** disputes in good faith an allegation of breach by **PROVIDER**, notwithstanding anything to the contrary in this **AGREEMENT**, **PROVIDER** agrees that it will not terminate this **AGREEMENT** or suspend or limit any **SERVICES** or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

22. TAXES

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

23. HEALTH AND SAFETY

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

24. EQUAL EMPLOYMENT OPPORTUNITY

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

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

to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) **PROVIDER** will, in all solicitations or advertisements for employees placed by or on behalf of **PROVIDER**, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) **PROVIDER** will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the **PROVIDER'S** commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) **PROVIDER** will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) **PROVIDER** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of **PROVIDER'S** noncompliance with the nondiscrimination clauses of this **AGREEMENT** or with any of the said rules, regulations, or orders, this **AGREEMENT** may be canceled, terminated, or suspended in whole or in part and **PROVIDER** may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) **PROVIDER** will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. **PROVIDER** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event **PROVIDER** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency **PROVIDER** may request the United States to enter into such litigation to protect the interests of the United States.

25. COMPLIANCE WITH DAVIS-BACON ACT (AS AMENDED)

If applicable, **PROVIDER** shall comply with 40 U.S.C. § 3141-3144 and 3146-3148, which are incorporated by reference into this **AGREEMENT**.

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

- (1) Provider. **PROVIDER** shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3, as may be applicable, which are incorporated by reference into this **AGREEMENT**.
- (2) Subcontracts. If applicable, **PROVIDER** or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be required, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the **AGREEMENT** clauses above may be grounds for termination of the **AGREEMENT**, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

27. CLEAN AIR ACT

- (1) **PROVIDER** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) **PROVIDER** agrees to report each violation to **COUNTY** and understands and agrees that **COUNTY** will, in turn, report each violation as required to assure notification to **COUNTY**, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) **PROVIDER** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

28. FEDERAL WATER POLLUTION CONTROL ACT

- (1) **PROVIDER** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) **PROVIDER** agrees to report each violation to **COUNTY** and understands and agrees that **COUNTY** will, in turn, report each violation as required to assure notification to **COUNTY**, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) **PROVIDER** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

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

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the **SERVICES** which may require or involve the employment of laborers or mechanics

shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section **PROVIDER** and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, **PROVIDER** and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. **COUNTY** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by **PROVIDER** or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. **PROVIDER** or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

30. COMPLIANCE WITH E-VERIFY PROGRAM

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

31. CONFIDENTIAL INFORMATION

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

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

- (1) in the public domain through no fault of the Recipient;
- (2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- (3) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- (4) independently developed by the Recipient without breaching this **AGREEMENT** or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- (5) disclosed with the prior written consent of the Discloser; or
- (6) required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser’s sole expense.

32. HIPAA REQUIREMENTS

In addition to the obligations of confidentiality set forth above, in performance of the **SERVICES** hereunder, **PROVIDER** may have access to or otherwise come in to contact with records which contain Protected Health Information, as defined below. **PROVIDER** agrees to maintain said records in accordance with **COUNTY** policies and subject to the provisions of the Business Associate Agreement attached hereto as Exhibit “B” and incorporated herein by reference. **PROVIDER** further acknowledges that it will comply with the Health Insurance

Portability and Accountability Act of 1996 ("HIPAA") as more fully set forth in the Business Associate Agreement.

33. OWNERSHIP OF WORK PRODUCT

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

34. NO ASSIGNMENT WITHOUT CONSENT

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

35. GOVERNING LAW AND VENUE

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

36. DISPUTE RESOLUTION

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

37. GOVERNMENTAL IMMUNITY

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

38. NON-WAIVER

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

39. ENTIRE AGREEMENT

This **AGREEMENT** constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This **AGREEMENT** supersedes all prior agreements, negotiations, representations and proposals, written or oral.

40. HEADINGS

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

41. SEVERABILITY

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

42. AMENDMENTS

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

43. NOTICES

- (1) **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this **AGREEMENT** shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- (2) **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- (3) **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this **AGREEMENT** shall be sent to:

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

- ii. For the Provider: Andrew K. McVey, Registered Agent
16 N 5th Ave
Wilmington, NC 28401

[SIGNATURES APPEAR ON FOLLOWING PAGE]

44. SIGNATURES

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


BRUNSWICK COUNTY

By: _____

Title: _____

Date: _____

COASTAL HORIZONS CENTER, INC.

By:  _____ Jenifer Burns

Title: _____ Interim CFO

Date: _____ 1/15/19

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

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

APPROVED AS TO FORM

Brunswick County Attorney/Asst Attorney

EXHIBIT "A"
SCOPE OF SERVICES

SERVICES

1. **PROVIDER** will provide the following **SERVICES**, including, but not limited to:
 - A. Supplying a full-time DWI Treatment Court Coordinator and a full-time Co-Occurring Treatment Court Coordinator (hereinafter referred to collectively as the "**COORDINATORS**"), as well as limited administrative support for services provided primarily at the Brunswick County Government Complex.
 - B. The **COORDINATORS** shall provide a full range of services in keeping with the expectations of the grant-funded programs involved and document those services in accordance with professional standards. Such services shall include, but not be limited to, serving on the Local Management Committee; collecting and entering data; providing screening/linkage and referral services for participants to determine their needs; planning services; linking the services system with the client; monitoring service delivery; and evaluating the effort.
 - C. Providing clinical and administrative supervision for the **COORDINATORS**.

The schedule of **SERVICES** and the hours during which the **COORDINATORS** will provide the **SERVICES** shall be mutually agreed upon by the parties. Notwithstanding the foregoing, the provision of **SERVICES** shall be contingent upon continued funding from grant sources.

2. **COUNTY** shall provide office space, office support and other costs associated with the provision of **SERVICES**, including, but not limited to: supplies, travel and training, as necessary for the **COORDINATORS** to fulfill the expectations of their respective positions.

FEES

As compensation for the **SERVICES**, **COUNTY** agrees to pay **PROVIDER** funds to reimburse for the costs of the **COORDINATORS** plus administrative support. The amount paid by **COUNTY** to **PROVIDER** shall not exceed \$131,240.00. The total includes an agreed-upon portion for various personnel costs not to exceed the budget amount provided by the grant, including, but not necessarily limited to, health insurance coverage, FICA and retirement.

EXHIBIT "B"
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT is made and entered into this ____ day of November, 2018, by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "Covered Entity"), and Coastal Horizons Center, Inc., (hereinafter referred to as "Business Associate"), (hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996 (hereinafter referred to as "HIPAA"), Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information;

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (hereinafter referred to as the "HIPAA Security and Privacy Rule");

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" (hereinafter referred to as "HITECH") Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the "HIPAA Security and Privacy Rule" are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations);

WHEREAS, Covered Entity and Business Associate have entered into a Services Agreement, of even date herewith and of which this Agreement is made an integral part thereof; and

WHEREAS, in fulfilling its obligations under the Services Agreement, Business Associate may have access to Protected Health Information (as defined below).

NOW, THEREFORE, in consideration of the Parties' continuing obligations and compliance with the HIPAA Security and Privacy Rule, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

WITNESSETH:

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and

Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes, without limitation, "Electronic Protected Health Information" as defined below.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. TERM

The term of this Agreement runs concurrent with the Services Agreement of which it is a part, beginning on October 1, 2018, and continuing in effect until September 30, 2019, unless sooner terminated as provided herein.

III. CONFIDENTIALITY AND SECURITY REQUIREMENTS

- a. Business Associate agrees:
 - i. to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship; or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Services Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule; and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity;
 - ii. at termination of this Agreement, the Services Agreement (or any similar documentation of the business relationship of the Parties), or upon request

of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;

- iii. to ensure that its agents, including any subcontractor or alternate provider to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.
- iv. Business Associate shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the covered entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the covered entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than five (5) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410;
- v. Notice of a breach shall include, at a minimum: (a) the identification of each individual whose Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the breach; (b) the date of the breach, if known; (c) the scope of the breach; and (d) a description of the Business Associate's response to the breach. In the event of a breach, Business Associate shall, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect of such breach that is known to Business Associate; and
- vi. Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the

applicable individual. Business Associate will not engage in any communication which might be deemed to be “marketing” under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.

- b. Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:
 - i. if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met.
 - 1. The disclosure is required by law; or
 - 2. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - ii. for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- c. Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.
- d. The Secretary of Health and Human Services shall have the right to audit Business Associate’s records and practices related to use and disclosure of Protected Health

Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.

- e. Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

IV. AVAILABILITY OF PROTECTED HEALTH INFORMATION

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule.

V. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Services Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Services Agreement immediately.

VI. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate hereunder shall survive any expiration, termination, or cancellation of this Agreement, the Services Agreement and/or the business relationship of the parties.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, such party shall notify the other party in writing, for a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, then either party has the right to terminate this Agreement and the Services Agreement immediately.

VII. SIGNATURES

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

BRUNSWICK COUNTY

By: _____

Title: County Manager

Date: _____

COASTAL HORIZONS CENTER, INC.

By:  Jennifer Burns

Title: Interim CFO

Date: 1/15/19

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

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

APPROVED AS TO FORM

Brunswick County Attorney/Asst Attorney

NORTH CAROLINA
BRUNSWICK COUNTY

SERVICES AGREEMENT
[Federally Funded]

THIS SERVICES AGREEMENT (hereinafter referred to as the “**AGREEMENT**”) is made and entered into this the ____ day of _____, 2019, by and between **BRUNSWICK COUNTY**, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “**COUNTY**”), party of the first part and **A PLUS ROYAL CAB COMPANY, LLC**, (hereinafter referred to as “**PROVIDER**”), party of the second part.

WHEREAS, Brunswick County is the recipient of a federal grant from the Substance Abuse and Mental Health Services Administration (SAMHSA), a branch of the U.S. Department of Health and Human Services;

WHEREAS, the entirety of the grant funds are designated for Brunswick County Treatment Courts;

WHEREAS, A Plus Royal Cab Company, LLC provides transportation services throughout Brunswick County, North Carolina;

WHEREAS, A Plus Royal Cab Company, LLC has the ability to provide said transportation services in support of Brunswick County Treatment Courts; and

WHEREAS, Brunswick County wishes to enter into an agreement with A Plus Royal Cab Company, LLC for such services subject to and contingent upon continued grant funding.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this **AGREEMENT** (hereinafter referred to collectively as “**SERVICES**”) and the agreed upon fees for said **SERVICES** are set forth on Exhibit “A” attached hereto and incorporated herein by reference.

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

2. TERM OF AGREEMENT AND TERMINATION

The term of this **AGREEMENT** begins on September 29, 2018, and continues in effect until September 30, 2019, unless sooner terminated as provided herein. The **COUNTY** may

terminate this **AGREEMENT** at any time without cause by giving sixty (60) days' written notice to the **PROVIDER**. As soon as practicable after receipt of a written notice of termination without cause, **PROVIDER** shall submit a statement to the **COUNTY** showing in detail the **SERVICES** performed under this **AGREEMENT** through the effective date of termination. **COUNTY** may terminate this **AGREEMENT** for cause by giving written notice of a breach of the **AGREEMENT**. **PROVIDER** shall have thirty (30) days to cure the breach following receipt of the notification. Failure to cure the breach within the thirty (30) days shall result in the immediate termination of the **AGREEMENT**. Notwithstanding the foregoing, **COUNTY** may terminate this **AGREEMENT** immediately and without notice to **PROVIDER** if **PROVIDER** becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against **PROVIDER**, or has a receiver or trustee appointed for substantially of its property, or if **PROVIDER** allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the **COUNTY** to make payments under this **AGREEMENT** for a given fiscal year, the **COUNTY** will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the **COUNTY** will promptly notify the **PROVIDER** of the non-appropriation and this **AGREEMENT** will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the **COUNTY** which is attributable to non-appropriation of funds shall constitute a breach of or default under this **AGREEMENT**.

4. COMPENSATION

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

5. INDEPENDENT CONTRACTOR

Both **COUNTY** and **PROVIDER** agree that **PROVIDER** shall act as an independent contractor and shall not represent itself as an agent or employee of the **COUNTY** for any purpose in the performance of its duties under this **AGREEMENT**. **PROVIDER** represents that it has or will secure, at its own expense, all personnel required in performing the **SERVICES** under this **AGREEMENT**. Accordingly, **PROVIDER** shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this **AGREEMENT**, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other

taxes or business license fees as required. **PROVIDER** shall not be entitled to participate in any plans, arrangements or distributions by the **COUNTY** pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to **COUNTY** employees.

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

6. PROVIDER REPRESENTATIONS

- (1) **PROVIDER** is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- (2) **PROVIDER** has all requisite corporate power and authority to execute, deliver and perform its obligations under this **AGREEMENT**;
- (3) No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for **PROVIDER** to enter into and perform its obligations under this **AGREEMENT**;
- (4) **PROVIDER** shall not violate any agreement with any third party by entering into or performing the **SERVICES** under this **AGREEMENT**;
- (5) **PROVIDER** will perform all **SERVICES** in conformity with the specifications and requirements of this **AGREEMENT**;
- (6) The **SERVICES** provided by **PROVIDER** under this **AGREEMENT** will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements);
- (7) **PROVIDER** shall exercise reasonable care and diligence when performing the **SERVICES** hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said **SERVICES**;
- (8) **PROVIDER** acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the **SERVICES**, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- (9) **PROVIDER** shall ensure that whenever its employees or agents are on **COUNTY** property, they will strictly abide by all instructions and directions issued by the **COUNTY** with respect to rules, regulations, policies and security procedures applicable to work on the **COUNTY'S** premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled

substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

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

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

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

9. NON-ENDORSEMENT AND PUBLICITY

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

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

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

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

12. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this **AGREEMENT**, **PROVIDER** shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - i. Competitively within a timeframe providing for compliance with the **AGREEMENT** performance schedule;
 - ii. Meeting **AGREEMENT** performance requirements; or
 - iii. At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

13. ACCESS TO RECORDS

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

- (1) **PROVIDER** agrees to provide **COUNTY**, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of **PROVIDER** which are directly pertinent to this **AGREEMENT** for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) **PROVIDER** agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) **PROVIDER** agrees to provide any authorized representatives of the Federal Government access to construction or other work sites pertaining to the work being completed under the **AGREEMENT**.

14. SUSPENSION AND DEBARMENT

- (1) This **AGREEMENT** is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such **PROVIDER** is required to verify that none of the **PROVIDER**, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) **PROVIDER** must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by **COUNTY**. If it is later determined that **PROVIDER** did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government and **COUNTY**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. INDEMNIFICATION

PROVIDER shall defend, indemnify and hold harmless **COUNTY**, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against **COUNTY** or which **COUNTY** must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this **AGREEMENT** and/or the performance hereof that are due in part or in the entirety of **PROVIDER**, its employees or agents. **PROVIDER** further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. **PROVIDER** shall be fully responsible to **COUNTY** for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this **AGREEMENT**.

16. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

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

17. NO OBLIGATION BY FEDERAL GOVERNMENT

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

18. MINORITY BUSINESS ENTERPRISES

PROVIDER will make "good faith efforts" to utilize Minority Business Enterprises (MBEs), pursuant to 2 C.F.R. § 200.321, for subcontractors in the performance of this **AGREEMENT**.

19. INSURANCE

PROVIDER shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as

may be required by **COUNTY** with limits acceptable to **COUNTY**. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include **COUNTY** as an additional insured and as a certificate holder. **PROVIDER** shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by **COUNTY**. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. **PROVIDER** shall have no right of recovery or subrogation against **COUNTY** (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

20. WORKERS' COMPENSATION

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

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

21. REMEDIES

- (1) **RIGHT TO COVER.** If **PROVIDER** fails to meet any completion date or resolution time set forth, due to no fault of **COUNTY**, the **COUNTY** may take any of the following actions with or without terminating this **AGREEMENT**, and in addition to, and without limiting, any other remedies it may have:
 - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the **SERVICES** from a third party until the matter is resolved and **PROVIDER** is again able to resume performance under this **AGREEMENT**; and
 - ii. Deduct any and all expenses incurred by **COUNTY** in obtaining or performing the **SERVICES** from any money then due or to become due **PROVIDER** and, should the **COUNTY'S** cost of obtaining or performing the **SERVICES** exceed the amount due **PROVIDER**, collect the amount due from **PROVIDER**.
- (2) **RIGHT TO WITHHOLD PAYMENT.** **COUNTY** reserves the right to withhold any portion, or all, of a scheduled payment if **PROVIDER** fails to perform under this **AGREEMENT** until such breach has been fully cured.

- (3) **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this **AGREEMENT** all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this **AGREEMENT**.
- (4) **OTHER REMEDIES.** Upon breach of this **AGREEMENT**, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- (5) **NO SUSPENSION.** In the event that **COUNTY** disputes in good faith an allegation of breach by **PROVIDER**, notwithstanding anything to the contrary in this **AGREEMENT**, **PROVIDER** agrees that it will not terminate this **AGREEMENT** or suspend or limit any **SERVICES** or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

22. TAXES

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

23. HEALTH AND SAFETY

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

24. EQUAL EMPLOYMENT OPPORTUNITY

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

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

to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) **PROVIDER** will, in all solicitations or advertisements for employees placed by or on behalf of **PROVIDER**, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) **PROVIDER** will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the **PROVIDER'S** commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) **PROVIDER** will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) **PROVIDER** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of **PROVIDER'S** noncompliance with the nondiscrimination clauses of this **AGREEMENT** or with any of the said rules, regulations, or orders, this **AGREEMENT** may be canceled, terminated, or suspended in whole or in part and **PROVIDER** may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) **PROVIDER** will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. **PROVIDER** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event **PROVIDER** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency **PROVIDER** may request the United States to enter into such litigation to protect the interests of the United States.

25. COMPLIANCE WITH DAVIS-BACON ACT (AS AMENDED)

If applicable, **PROVIDER** shall comply with 40 U.S.C. § 3141-3144 and 3146-3148, which are incorporated by reference into this **AGREEMENT**.

26. COMPLIANCE WITH THE COPELAND “ANTI-KICKBACK” ACT

- (1) Provider. **PROVIDER** shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3, as may be applicable, which are incorporated by reference into this **AGREEMENT**.
- (2) Subcontracts. If applicable, **PROVIDER** or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be required, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the **AGREEMENT** clauses above may be grounds for termination of the **AGREEMENT**, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

27. CLEAN AIR ACT

- (1) **PROVIDER** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) **PROVIDER** agrees to report each violation to **COUNTY** and understands and agrees that **COUNTY** will, in turn, report each violation as required to assure notification to **COUNTY**, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) **PROVIDER** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

28. FEDERAL WATER POLLUTION CONTROL ACT

- (1) **PROVIDER** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) **PROVIDER** agrees to report each violation to **COUNTY** and understands and agrees that **COUNTY** will, in turn, report each violation as required to assure notification to **COUNTY**, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) **PROVIDER** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

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

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the **SERVICES** which may require or involve the employment of laborers or mechanics

shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section **PROVIDER** and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, **PROVIDER** and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. **COUNTY** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by **PROVIDER** or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. **PROVIDER** or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

30. COMPLIANCE WITH E-VERIFY PROGRAM

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

31. CONFIDENTIAL INFORMATION

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

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

- (1) in the public domain through no fault of the Recipient;
- (2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- (3) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- (4) independently developed by the Recipient without breaching this **AGREEMENT** or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- (5) disclosed with the prior written consent of the Discloser; or
- (6) required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser’s sole expense.

32. OWNERSHIP OF WORK PRODUCT

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

33. NO ASSIGNMENT WITHOUT CONSENT

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

34. GOVERNING LAW AND VENUE

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

35. DISPUTE RESOLUTION

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

36. GOVERNMENTAL IMMUNITY

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

37. NON-WAIVER

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

38. ENTIRE AGREEMENT

This **AGREEMENT** constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This **AGREEMENT** supersedes all prior agreements, negotiations, representations and proposals, written or oral.

39. HEADINGS

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

40. SEVERABILITY

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

41. AMENDMENTS

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

42. NOTICES

- (1) **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this **AGREEMENT** shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- (2) **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- (3) **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this **AGREEMENT** shall be sent to:

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

- ii. For the Provider: A Plus Royal Cab Company, LLC
Richard P. Nordan, Registered Agent
3737 Glenwood Avenue, Suite 260
Raleigh, NC 27612

[SIGNATURES APPEAR ON FOLLOWING PAGE]

43. SIGNATURES

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


BRUNSWICK COUNTY

By: _____

Title: _____

Date: _____

A PLUS ROYAL CAB COMPANY, LLC

By: 

Title: owner

Date: _____

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

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

APPROVED AS TO FORM

Brunswick County Attorney/Asst Attorney

EXHIBIT “A”
SCOPE OF SERVICES

PROVIDER will provide taxi cab transportation on an as-needed basis in support of Brunswick County Treatment Courts at a rate of \$1.75 per mile. In no event shall the total fees paid by **COUNTY** during the term of this **AGREEMENT** exceed \$9,999.

MEMORANDUM OF UNDERSTANDING
Brunswick County Treatment Courts and County of Brunswick
SURVEILLANCE OFFICER AGREEMENT

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this _____ day of _____, 2019 by and between the Brunswick County Treatment Courts ("Courts") and the County of Brunswick ("County") and specifically pertains to the devotion of one Surveillance Officer's (sheriff's deputy's) time to perform treatment services for the Substance Abuse and Mental Health Services Administration (SAMHSA) grant.

RECITALS

WHEREAS, one full-time Surveillance Officer (sheriff's deputy) will be devoted to performing treatment services access/linkage through drug testing for the SAMHSA treatment court participants. The officer will be available 40 hours per week, nights and weekends, to provide drug testing for participants in their homes.

WHEREAS, the salary and fringe benefits for the Surveillance Officer's regular full-time hours is provided by the SAMHSA grant awarded to the County of Brunswick for the treatment of drug court participants;

WHEREAS, the SAMHSA award budget period is 09/30/2018 – 09/29/2019;

NOW, THEREFORE, in consideration of the recitals set forth above, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Courts agree as follows:

SECTION 1. REIMBURSEMENT

1.1 Expenditures incurred for the Surveillance Officer's salary and fringe benefits for regular full-time hours will be transferred from the Sheriff's Department general fund to the SAMHSA grant fund not less than quarterly. Estimate of the Surveillance Officer's full-time salary and benefits provided hereunder.

A) The estimated budget period amount of the Surveillance Officer's full-time regular hours for salary and benefits total \$55,000.

SECTION 2. TERM

2.1 The terms of this agreement shall commence herein on September 30, 2018 and this MOU shall remain in effect until September 29, 2019 unless modified or amended during annual reviews by a signed addendum hereto or earlier terminated providing both parties agree.

SECTION 3. NOTICES

3.1 Any notice under this Agreement shall be in writing and deemed sufficient when directly presented or mailed by postage-paid, first class mail to the following addresses:

County: Ms. Ann Hardy
COUNTY OF BRUNSWICK
BOLIVIA NC 28422

Courts: Judge Ola Lewis
BRUNSWICK COUNTY TREATMENT COURTS
Bolivia, NC 28422

SECTION 4. INTEGRATED AGREEMENT

4.1 This MOU constitutes the complete, entire, and final agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all previous communications and representations, oral or written, with respect to the subject matter hereof. This MOU may not be modified or amended except by a written addendum hereto dated and signed by the parties.

SECTION 5. COMPLIANCE.

5.1 The source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

SECTION 6. COUNTERPARTS.

6.1 This MOU may be executed in multiple counterparts, the signature pages of which may be compiled to constitute an original agreement.

IN WITNESS WHEREOF, Courts and County have caused this MOU to be executed and attested to by their duly authorized representatives on the day and year first above written.

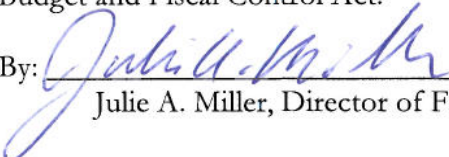
BRUNSWICK COUNTY TREATMENT COURTS

By: _____
Judge Ola Lewis, Superior Court

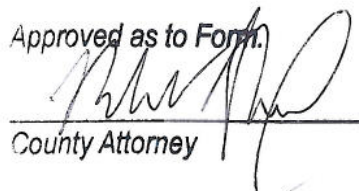
COUNTY OF BRUNSWICK

By: _____
Mr. Frank Williams, Chairperson

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

By:  _____
Julie A. Miller, Director of Fiscal Operations

Approved as to Form.



County Attorney



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

Action Item # V. - 13.

From:

Bryan Batton

County Attorney - Planter's Green Deed of Dedication

Issue/Action Requested:

Request that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure for Planter's Green Subdivision.

Background/Purpose of Request:

Planter's Green, LLC has submitted a Deed of Dedication for water and sewer infrastructure in Planter's Green Subdivision. The lines have been tested and approved and are ready to be incorporated into our utility system.

Fiscal Impact:

\$ 131,000.00 for water

\$ 536,000.00 for sewer

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Accept the Deed of Dedication for water and sewer infrastructure from Planter's Green, LLC.

County Manager's Recommendation:

Recommend that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure for Planter's Green Subdivision.

ATTACHMENTS:

Description

- ▣ Platner's Green Sub. DOD

Prepared by:
Ellen P. Wortman
Marshall, Williams & Gorham, LLP
14 S Fifth Ave
Wilmington, NC 28401

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNT OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the 17 day of December, 2018, by and between Planters Green, LLC, a North Carolina limited liability company, with an office and place of business in Brunswick County, North Carolina, party of the first part, 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.*

WITNESSETH:

That WHEREAS Developer is the owner and developer of a tract or parcel located in Shallotte Township, Brunswick County, North Carolina, known as Planters Green;

And WHEREAS Developer has caused to be installed water distribution lines [and/or sewer lines] under and along the road rights-of-way hereinafter described and referenced;

And WHEREAS Developer wishes to obtain water [and/or sewer] from Grantee for The property and to make water [and/or sewer] from Grantee's system available to individual owners;

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

NOW, THEREFORE, Developer, in consideration of Grantee accepting said water [and/or sewer] lines and making water [and/or sewer] available to said subdivision, has Conveyed by these presents does hereby convey to Grantee, its lawful successors and assigns, the following described property:

All water and sewer lines beside or beneath Shamrock Drive (and other roads) and all associated easements and appurtenances as shown on the record drawings created by Norris & Ward Land Surveyors, P.A. titled "Boundary Survey for Planters Green, LLC" dated October 5, 2018 and recorded at Map Cabinet 110, Page 1 of the Brunswick County Registry. Also included is a sanitary sewer easement and pump station site as indicated on said survey recorded in map cabinet 110, page 1.

TO HAVE AND TO HOLD said water [and/or sewer] lines and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever.

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/or 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 Developers, its successor and assigns, equal rights or 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 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/or 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 Brunswick County Register of Deeds.

REMAINDER INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.

REMAINDER INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.

REMAINDER INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.

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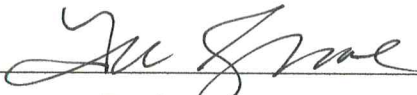
REMAINDER INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.

REMAINDER INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.

REMAINDER INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.

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

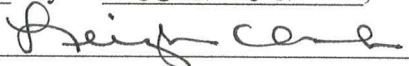
Planters Green, LLC

By: 
Travis Sharpe, Member-Manager

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

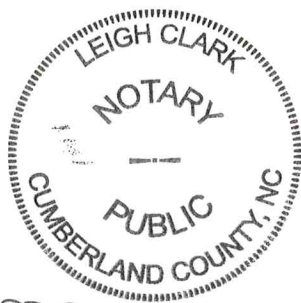
I, a Notary Public of the County and State aforesaid, do hereby certify that Travis Sharpe personally came before me on this day, and (I have personal knowledge of the identity of the principal) OR (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NCDL) OR (a credible witness has sworn to the identity of the principal(s)); and he/she acknowledged that he/she Member-Manager of Planters Green II, LLC, a North Carolina limited liability company, and that he/she, as Member-Manager, being authorized to do so, executed the foregoing on behalf of the LLC.

Witness my hand and official seal, this is the 17 day of December, 2018.



Signature of Notary Public

(NOTARY SEAL)



Leigh Clark

Printed of Typed Name of Notary Public

My Commission Expires:

December 6, 2020

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for Planters Green, LLC was accepted by the Brunswick County Board of Commissioners on the _____ day of _____, 2019.

Brunswick County Board of Commissioners

Frank Williams, Chairman

Andrea White

Clerk to the Board

US Highway 17

RW Monument Pa

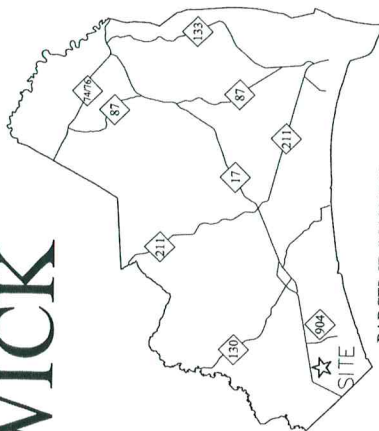
MC 8 PG 328

10-15-2018
B0110 P0001 16:02:14.005
Brenda H. Clemmons
PLR
page 1 of 1

Fax (910) 579-5825
Randy D. Ward, P.L.S.

Designed By: SMN
Drawn By: SMN
Checked By: RDW

[illegible]



PLANTERS GREEN SUBDIVISION WATER & SEWER EXTENSIONS

DESIGNER
PHIL NORRIS
NORRIS & TUNSTALL CONSULTING ENGINEERS, P.C.
4429 ASH-LITTLE RIVER RD
ASH, NC 28420
PHONE: 910-287-5900
FAX: 910-287-5902
EMAIL: PNORRIS@NTENGINEERS.COM

SEWER: 1,850 LF OF 8" GRAVITY SEWER MAIN, PUMP STATION AND 445 LF OF 4" SEWER FORCEMAIN.
WATER: 1,695 LF OF 6" WATERMAIN, 3 FIRE HYDRANTS AND 365 LF OF 2" WATERMAIN.

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

"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 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."

TECH: D BLACKMON / EDB
DES: P NORRIS / JPN
CHK: P NORRIS / JPN
PROJECT NO. 17040
SHEET NO. C

SHEET

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.

C1

SCALE: 1" = 50'



DATE 02/20/18
DWG. DATE
BY JPN
CHK. DATE
17040
License No. 17040

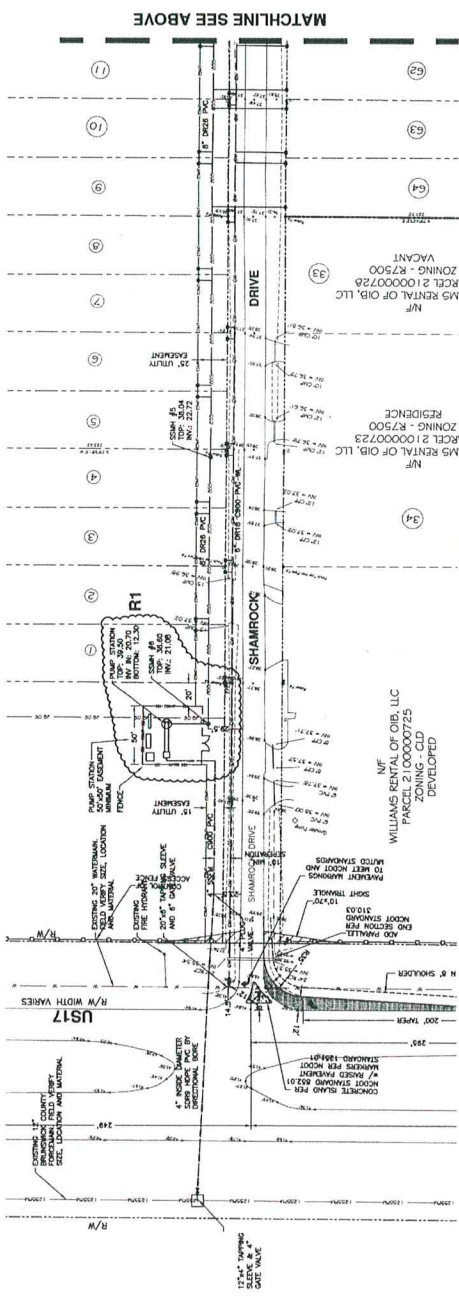
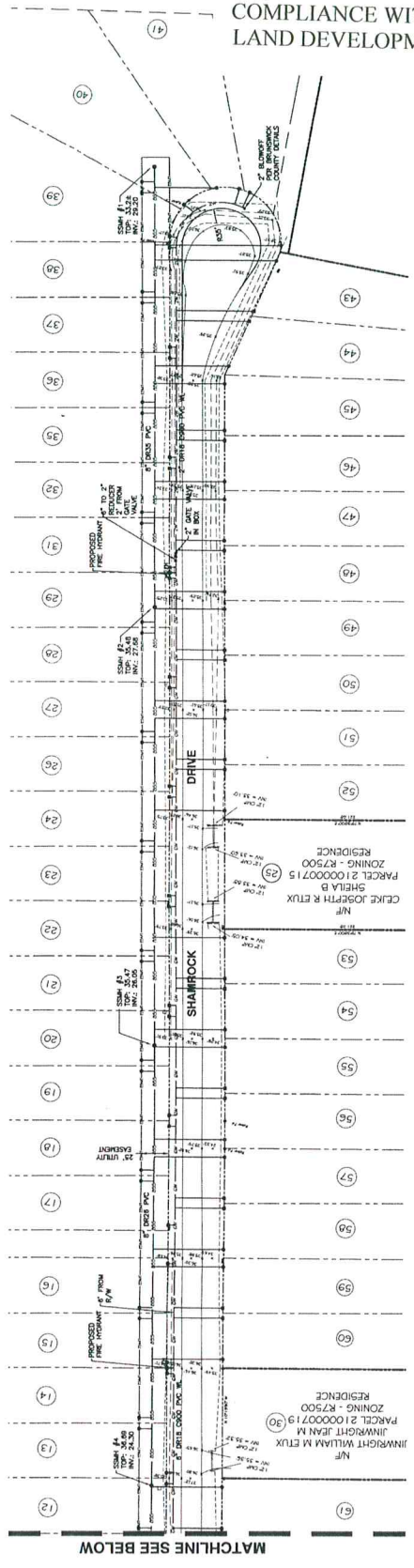
NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
429 ASH LITTLE RIVER RD. NW
WILMINGTON, NC 28401
PHONE (910) 343-9551

OWNER
PLANTERS GREEN, LLC
15 SCOTLAND STREET
OCEAN BEACH, NC
336-380-4121

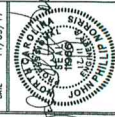
UTILITY PLAN - AS-BUILT
PLANTERS GREEN SUBDIVISION
WATER & SEWER EXTENSIONS
BRUNSWICK COUNTY, NORTH CAROLINA

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.

LEGEND	
EX. 12" SS FORCEMAIN	PROPOSED 4" SS FORCEMAIN
EX. WATERMAIN	PROPOSED 8" DR18 3000 PVC SEWER
EX. SPOT ELEVATION	PROPOSED 6" DR18 3000 PVC WATERMAIN
PROPOSED 4" SS FORCEMAIN	PROPOSED 2" DR18 3000 PVC WATERMAIN
PROPOSED 8" DR18 3000 PVC SEWER	UTILITY EASEMENT
PROPOSED 6" DR18 3000 PVC WATERMAIN	PROPOSED FENCE
PROPOSED 2" DR18 3000 PVC WATERMAIN	PROPOSED SEWER SERVICE
UTILITY EASEMENT	PROPOSED WATER SERVICE
PROPOSED FENCE	
PROPOSED SEWER SERVICE	
PROPOSED WATER SERVICE	



AS-BUILT DRAWING DATE: 12/11/18
THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN PREPARED BY THE ENGINEER AND THE ENGINEER HAS NOT CONDUCTED A VISUAL INSPECTION OF THE CONSTRUCTION WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.



17040
NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
DATE 11/09/17

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
902 MARKET STREET
FARMINGTON, NC 28401
PHONE (919) 343-9633
FAX (919) 343-9633
409 ASH LITTLE RIVER RD. NW
ALBANY, NC 28405
PHONE (919) 387-5900

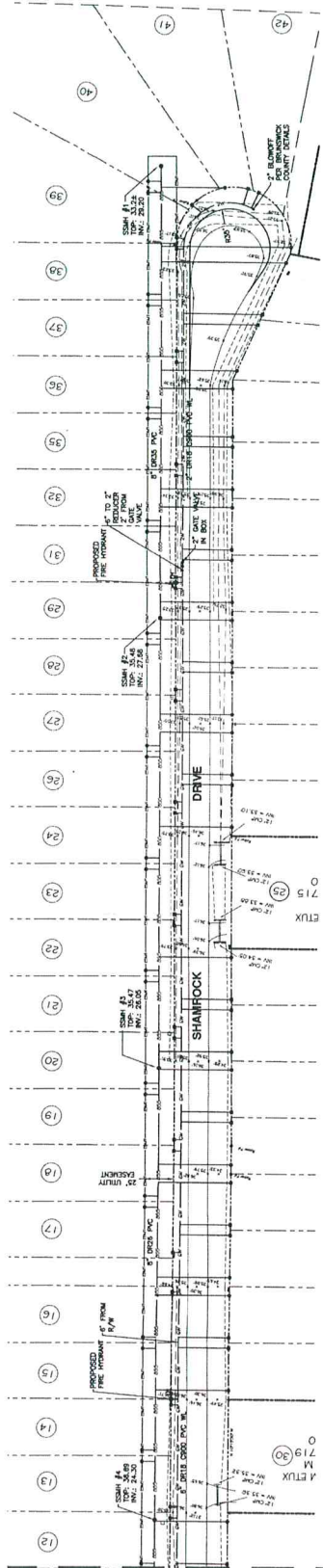
OWNER
PLANTERS GREEN, LLC
15 SCOTLAND STREET
OCEAN BEACH, NC
335-980-4121

BRUNSWICK COUNTY, NORTH CAROLINA
SANITARY SEWER EXTENSION
PLANTERS GREEN SUBDIVISION
PLAN AND PROFILE - AS-BUILT

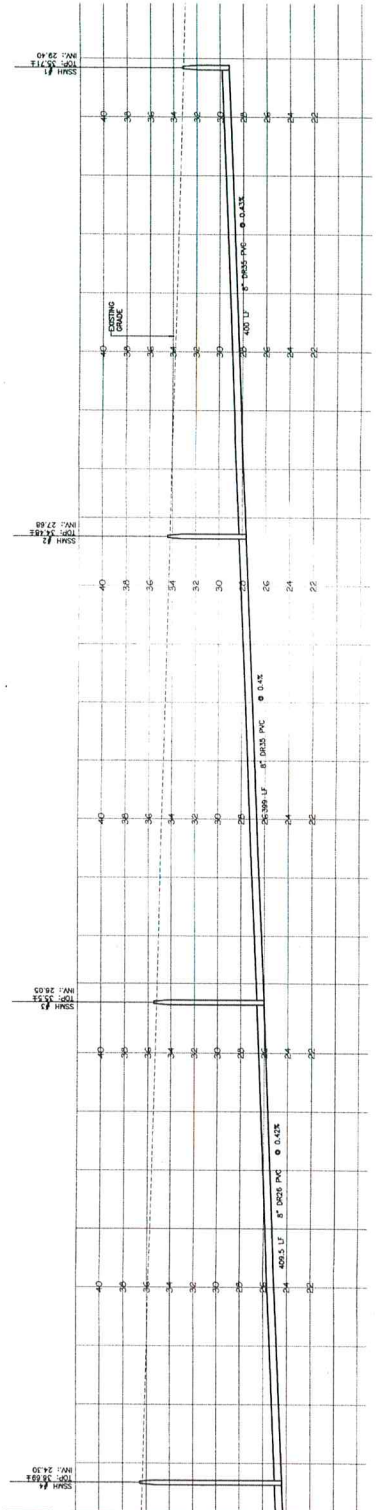
THIS MAP IS NOT A CERTIFIED
SURVEY AND HAS NOT BEEN
REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR
COMPLIANCE WITH ANY APPLICABLE
LAND DEVELOPMENT REGULATIONS.

LEGEND

EX. 12" SS FORCEMAIN	1250'±
EX. WATERMAIN	1250'±
EX. SPOT ELEVATION	± 33.00
PROPOSED 4" SS FORCEMAIN	450'±
PROPOSED 8" D403 PVC SEWER	850'±
PROPOSED 8" D418 D403 PVC WATERMAIN	850'±
PROPOSED 2" D418 D403 PVC WATERMAIN	250'±
UTILITY EASEMENT	25'±
PROPOSED FENCE	---
PROPOSED SEWER SERVICE	---
PROPOSED WATER SERVICE	---



PLAN
SCALE: 1"=50'



PROFILE
SCALE: 1"=5' VERT.

AS-BUILT DRAWING DATE: 12/11/18
THESE AS-BUILT DRAWINGS HAVE BEEN
PREPARED IN ACCORDANCE WITH THE
COMPLIANCE AND SUBMITTAL REQUIREMENTS
OF THE NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION AND ARE NOT TO BE
INCORPORATED INTO ANY OTHER PROJECT
THIS DOCUMENT AS A RESULT.

MATCHLINE SEE C3



17040
 License No. 17040
 DATE 03/20/18
 EX. 17040
 EX. 17040
 EX. 17040

NORRIS & TUNSTALL CONSULTING ENGINEERS P.C.

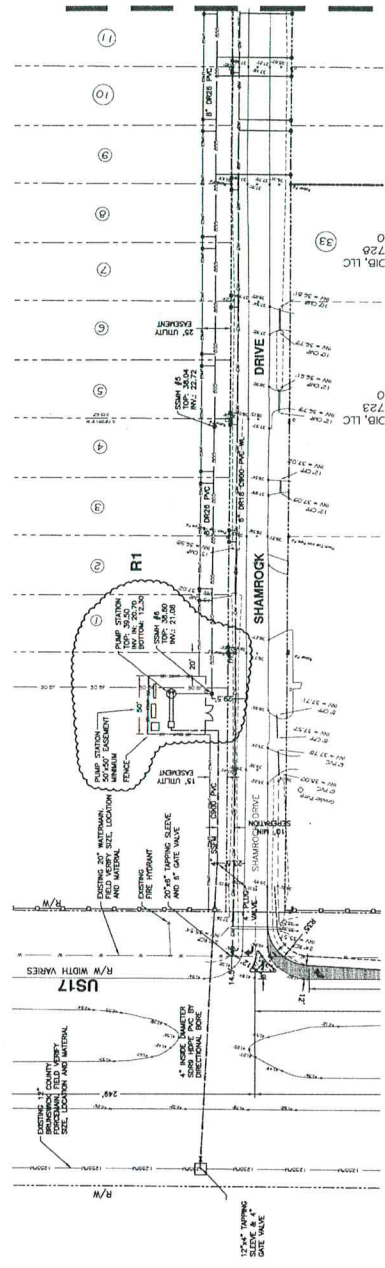
100 MARKET STREET
 WILMINGTON, NC 28401
 PHONE (910) 343-9633
 FAX (910) 343-9633
 100 ASH LITTLE AVENUE, NW
 ATLANTA, GA 30303
 PHONE (404) 367-5900

OWNER
 PLANTERS GREEN, LLC
 15 SCOTLAND STREET
 OCEAN ISLE BEACH, NC
 335-380-4121

BRUNSWICK COUNTY, NORTH CAROLINA
 SANITARY SEWER EXTENSION
 PLANTERS GREEN SUBDIVISION
 PLAN AND PROFILE - AS-BUILT

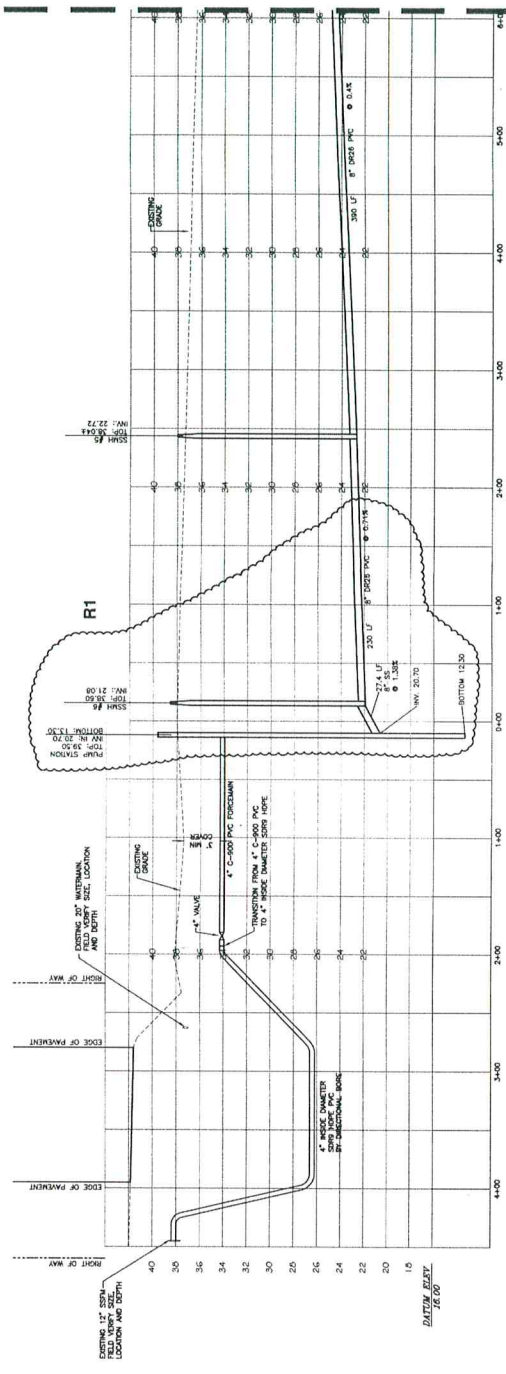
REVISIONS	DATE	SYMBOL	DESCRIPTION
R1	03/20/18	REVISED 5504' R/W INVERT/LOCATION	BY

MATCHLINE SEE C2



PLAN
 SCALE: 1"=50'

LEGEND	
EX. 12" SS FORCEMAIN	EX. 12" SS FORCEMAIN
EX. WATERMAIN	EX. WATERMAIN
EX. SPOT ELEVATION	EX. SPOT ELEVATION
PROPOSED 4" SS FORCEMAIN	PROPOSED 4" SS FORCEMAIN
PROPOSED 8" D183 PVC SEWER	PROPOSED 8" D183 PVC SEWER
PROPOSED 8" D183 C900 PVC WATERMAIN	PROPOSED 8" D183 C900 PVC WATERMAIN
PROPOSED 2" D183 C900 PVC WATERMAIN	PROPOSED 2" D183 C900 PVC WATERMAIN
UTILITY EASEMENT	UTILITY EASEMENT
PROPOSED FENCE	PROPOSED FENCE
PROPOSED SEWER SERVICE	PROPOSED SEWER SERVICE
PROPOSED WATER SERVICE	PROPOSED WATER SERVICE



PROFILE
 SCALES:
 1" = 50' HOR.
 1" = 5' VER.

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.

AS-BUILT DRAWING DATE: 12/11/18
 THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN
 PREPARED IN PART, ON THE BASIS OF INFORMATION
 PROVIDED BY THE CLIENT AND THE ENGINEER
 WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR
 OMISSIONS THAT MAY BE INCORPORATED INTO
 THIS DOCUMENT AS A RESULT

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AFFIDAVIT

Planters Green, LLC, a North Carolina 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 of certain property located in Shallotte Township, Brunswick County, North Carolina, known as Planters Green Subdivision, as more particularly described in a Deed of Dedication in favor of Brunswick County of even date herewith.

2. That is has caused to be installed water distribution lines [and/or sewer lines] under and along the road right-of ways property hereinafter described and referenced:

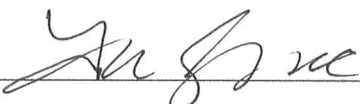
All water and sewer lines beside or beneath Shamrock Drive (and other roads) and all associated easements and appurtenances as shown on the record drawings created by Norris & Ward Land Surveyors, P.A. titled "Boundary Survey for Planters Green, LLC" dated October 5, 2018 and recorded at Map Cabinet 110, Page 1 of the Brunswick County Registry. Also included is a sanitary sewer easement and pump station site as indicated on said survey recorded in map cabinet 110, page 1.

3. All the work which has been performed in the construction and installation of

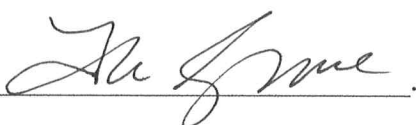
said water distribution lines [and/or sewer lines] described in paragraph 2, above, has been fully paid for and there are now no liens of any kind including any lien for labor or material against the subdivision property which would in any way jeopardize title of Affiant to the property in said subdivision 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/or sewer lines] installed there in which would in any way jeopardize title to the subdivision or the water distribution lines [and/or sewer lines] located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by is authorized officer(s), this 17 day of December 2018.

Planters Green, LLC

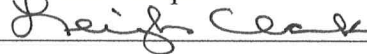
By: 
Travis Sharpe, Member-Manager

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

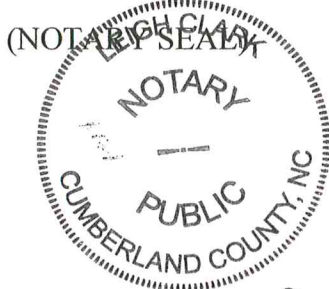
Signed and sworn to (or affirmed) before me this day by .

Date: 12/17/18

Travis Sharpe



Signature of Notary Public



Leigh Clark

Printed or Typed Name of Notary Public

My Commission Expires: December 6, 2020

10/15/18



1. Steven M. Norms, a Professional Land Surveyor, certifies that this map was drawn from an actual survey made by me, that the ratio of precision of the actual field closure, as calculated by latitudes and departures is 1:10,000 +, that it conforms to GS 47-30 as amended and that it is true and correct to the best of my knowledge and belief.

I further certify that this survey is of an existing parcel of land

Witness my hand and seal this 5th day of October, 2018

~~Steve M. Noffs, P.L.S.~~

1.2911



US Highway 17

State of North Carolina
County of Brunswick

I, _____, Renew Officer of Brunswick County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer

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.

NOTES

ADJOINING PROPERTY OWNERS BASED ON INFORMATION FOUND
IN THE BRUNSWICK COUNTY TAX OFFICE:
BASED ON FLOOD INSURANCE RATE MAP 37202102600K, COMMUNITY
370295, PANEL 1026 J, DATED 08/28/2018, THIS PARCEL APPEARS TO
BE LOCATED IN ZONE X...

FOR FURTHER THE USE SEE REFERENCE MAPS.

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND.

N **NORRIS & WARD**
Land Surveyors, P.A.

(910) 579-5808
Steve M. Noms, P.L.S.

Fax (910) 579-5825
Randy D. Ward, P.L.S.

Surveyed by: SAH
 Drawn by: SAH
 Checked by: MDW
 Work Order #: 101D-01
 File #: 101D001
 Tax Parcel #: _____
 Subplot #: _____
 Page: _____

Shamrock Drive

1.13 Acres
By Coordinates

Planters Green, LLC
DB 3893, PG 213
MC "R", PG 328
2100000757

Freeman Gause
DB 260, PG 713
MB 2, PG 168
21000006

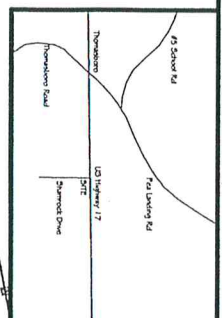
Planters Green, LLC

Of A Part of the lands Claimed in Deed Book 3893, Page 213

Shallotte Township

Scale 1" = 30'

© NORRIS & WARD LAND SURVEYORS P.A. 2018



OWNER
PLANTERS GREEN, LLC
15 SCOTLAND STREET
OCEAN ISLE BEACH, NC
336-380-4121

DESIGNER
PHIL NORRIS
NORRIS & TUNSTALL CONSULTING ENGINEERS, P.C.
1429 ASH-LITTLE RIVER RD
ASH, NC 28420
PHONE: 910-287-5900
FAX: 910-287-5902
EMAIL: PNORRIS@NTENGINEERS.COM

PLANTERS GREEN SUBDIVISION WATER & SEWER EXTENSIONS

TYPE OF WORK:

SEWER: 1,250 LF OF 8" GRAVITY SEWER MAIN, PUMP STATION AND 443 LF OF 4" SEWER FORCEMAIN.
WATER: 1,695 LF OF 6" WATERMAIN, 3 FIRE HYDRANTS AND 365 LF OF 2" WATERMAIN

"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 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."

[illegible]

DATE: 12-11-18

**SUBMITTAL:
AS-BUILT**

PROJECT NAME: PLANTERS GREEN SUBDIVISION WATER
& SEWER EXTENSIONS.
LOCATION: THOMASBORO, NC
OWNER: PLANTERS GREEN, LLC
DESIGNER: P NORRIS, NORRIS & TUNSTALL



CIVIL

PROJECT NO.

SHEET NO.

C1

SCALE: 1" = 50'



17040
DATE 02/25/18
DWG. C01
BY JPN

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
102 MARKET STREET
WILMINGTON, NC 28401
PHONE 919 344-9413
FAX 919 344-9415

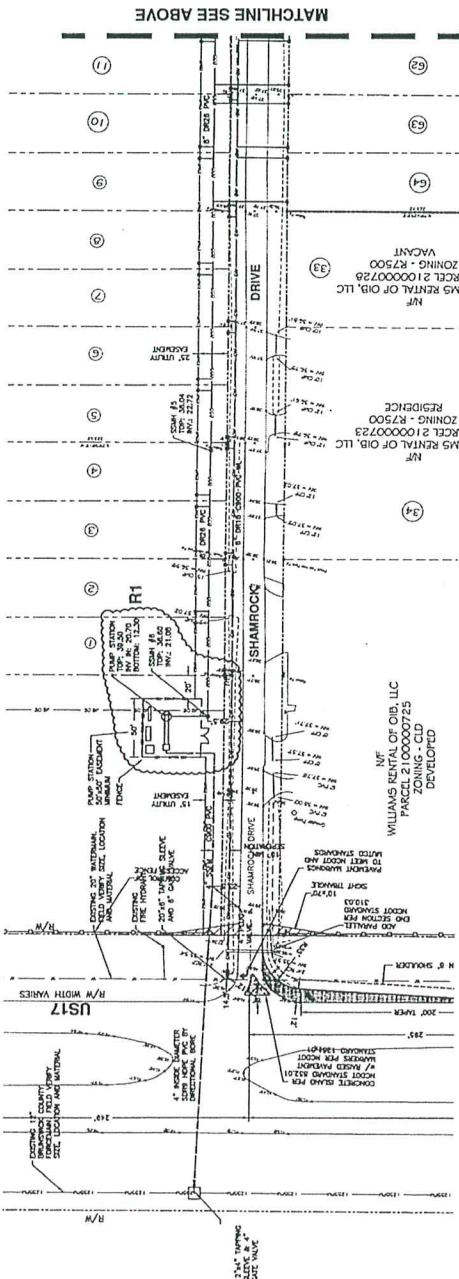
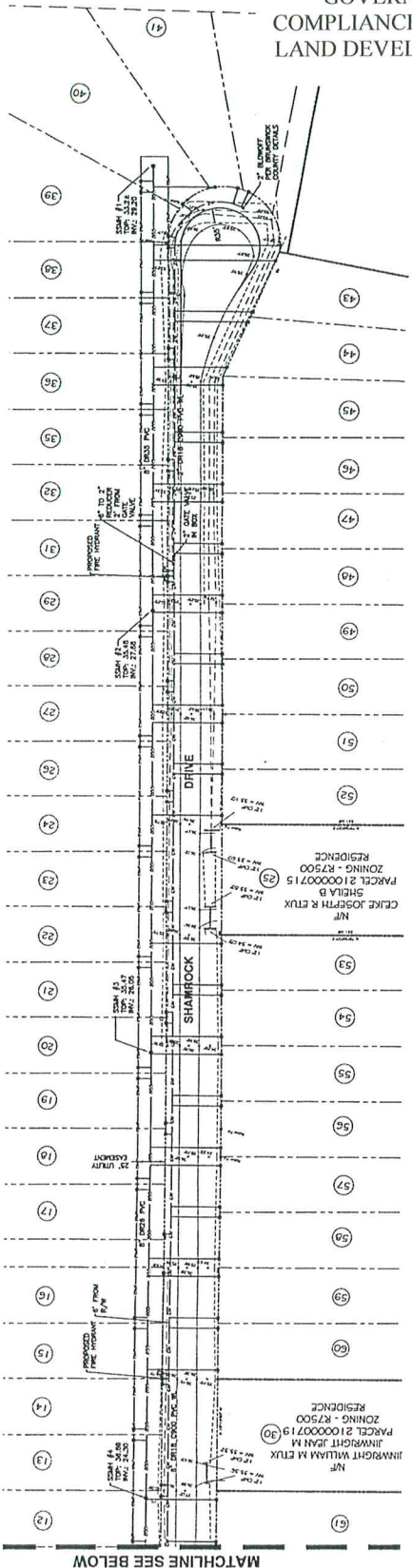
OWNER
PLANTERS GREEN, LLC
15 SCOTLAND STREET
OCEAN BEACH, NC 28512
PHONE 919 412-1121

UTILITY PLAN - AS-BUILT
PLANTERS GREEN SUBDIVISION
WATER & SEWER EXTENSIONS
BRUNSWICK COUNTY, NORTH CAROLINA

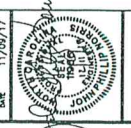
REVISIONS
BT
DATE 02/23/18
DESCRIPTION WORKED FIELD STA. LAYOUT
BY JPN

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.

LEGEND	
1" = 50'	DL 12" SS FORCEMAIN
1" = 50'	DL WATERMAIN
1" = 50'	DL SPOT ELEVATION
1" = 50'	PROPOSED 4" SS FORCEMAIN
1" = 50'	PROPOSED 6" D633 PVC SEWER
1" = 50'	PROPOSED 8" D618 CSST PVC WATERMAIN
1" = 50'	PROPOSED 2" D618 CSST PVC WATERMAIN
1" = 50'	UTILITY LOCATIONS
1" = 50'	PROPOSED FENCE
1" = 50'	PROPOSED SEWER SERVICE
1" = 50'	PROPOSED WATER SERVICE



AS-BUILT DRAWING DATE: 12/11/18
THESE AS-BUILT OF RECORD DRAWINGS HAVE BEEN PREPARED BY THE ENGINEER AND THE ENGINEER CONFIRMS THAT THE INFORMATION CONTAINED HEREIN IS A TRUE AND CORRECT REPRESENTATION OF THE AS-BUILT CONDITIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.



17040
JPN
DOB
11/09/17

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
301 MARKET STREET
WILMINGTON, NC 28401
PHONE: (919) 343-9633
FAX: (919) 343-9900

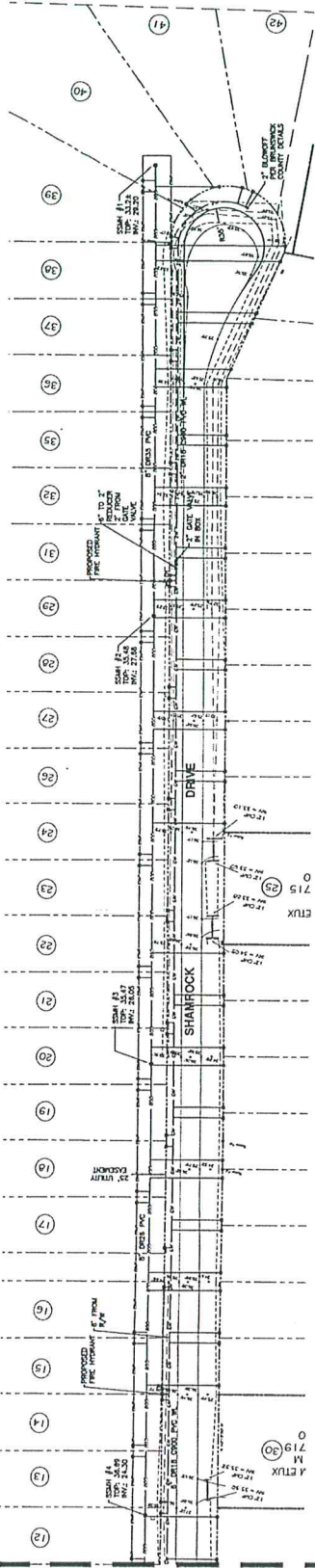
PLANTERS GREEN, LLC
15 SCOTLAND STREET
OCEAN ISLE BEACH, NC
919-340-4121

BRUNSWICK COUNTY, NORTH CAROLINA
SANITARY SEWER EXTENSION
PLANTERS GREEN SUBDIVISION
PLAN AND PROFILE - AS-BUILT

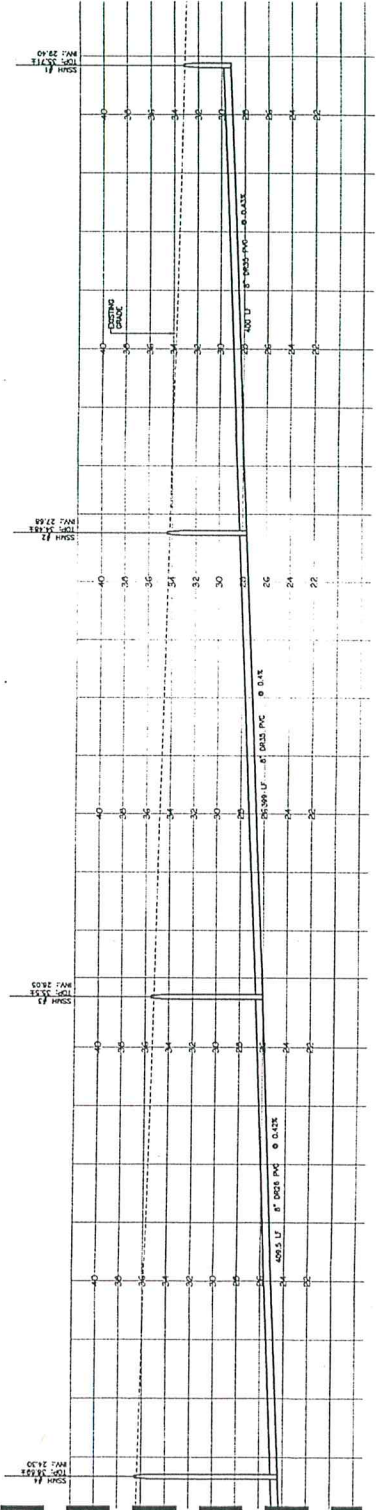
THIS MAP IS NOT A CERTIFIED
SURVEY AND HAS NOT BEEN
REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR
COMPLIANCE WITH ANY APPLICABLE
LAND DEVELOPMENT REGULATIONS.

LEGEND

12" DIA. 30' FORCED MAIN	12" DIA. 30' FORCED MAIN
12" DIA. 30' WATER MAIN	12" DIA. 30' WATER MAIN
12" DIA. 30' SPOT ELEVATION	12" DIA. 30' SPOT ELEVATION
12" DIA. 30' 4" SS FORCED MAIN	12" DIA. 30' 4" SS FORCED MAIN
12" DIA. 30' 8" DIA. 30' PVC SEWER	12" DIA. 30' 8" DIA. 30' PVC SEWER
12" DIA. 30' 8" DIA. 30' PVC WATER MAIN	12" DIA. 30' 8" DIA. 30' PVC WATER MAIN
12" DIA. 30' 2" DIA. 30' PVC WATER MAIN	12" DIA. 30' 2" DIA. 30' PVC WATER MAIN
12" DIA. 30' UTILITY ELEVATION	12" DIA. 30' UTILITY ELEVATION
12" DIA. 30' PROPOSED FENCE	12" DIA. 30' PROPOSED FENCE
12" DIA. 30' PROPOSED SEWER SERVICE	12" DIA. 30' PROPOSED SEWER SERVICE
12" DIA. 30' PROPOSED WATER SERVICE	12" DIA. 30' PROPOSED WATER SERVICE



PLAN
SCALE: 1"=50'



PROFILE
SCALE: 1"=50' HOR.
1"=5' VERT.

AS-BUILT DRAWING DATE: 12/11/18
THREE AS-BUILT OR RECORDED DRAWINGS HAVE BEEN
PREPARED IN PART ON THE BASIS OF INFORMATION
FURNISHED BY THE SUBMITTER AND THE ENGINEER
WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR
OMISSIONS WHICH MAY BE FOUND IN THIS DOCUMENT
THIS DOCUMENT IS A REVISION

MATCHLINE SEE C3

SYMBOL	DATE	DESCRIPTION
BY		© 2017 NORRIS & TUNSTALL



License #C-3641	17040			
DES	JPN			
OD	JPN			
PRNT	EDB			
DATE	02/20/18			

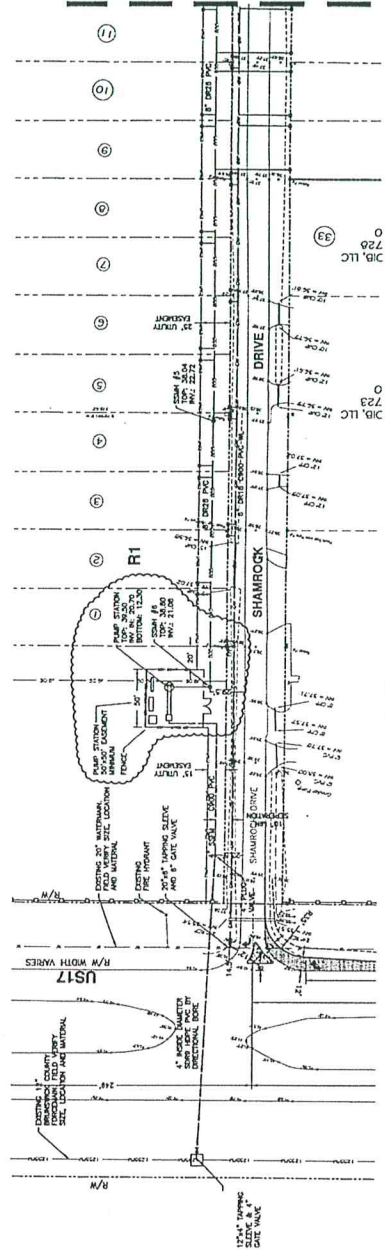
NORRIS & TUNSTALL — CONSULTING ENGINEERS P.C. —
 902 MARKET STREET
 WASHINGTON, NC 28401
 PHONE (919) 281-9533
 1429 ASHLITTLE RIVER RD., NW
 ASH, NC 28620
 PHONE (919) 287-1900

OWNER
PLANTERS GREEN, LLC
15 SCOTLAND STREET
OCEAN ISLE BEACH, NC
336-380-4121

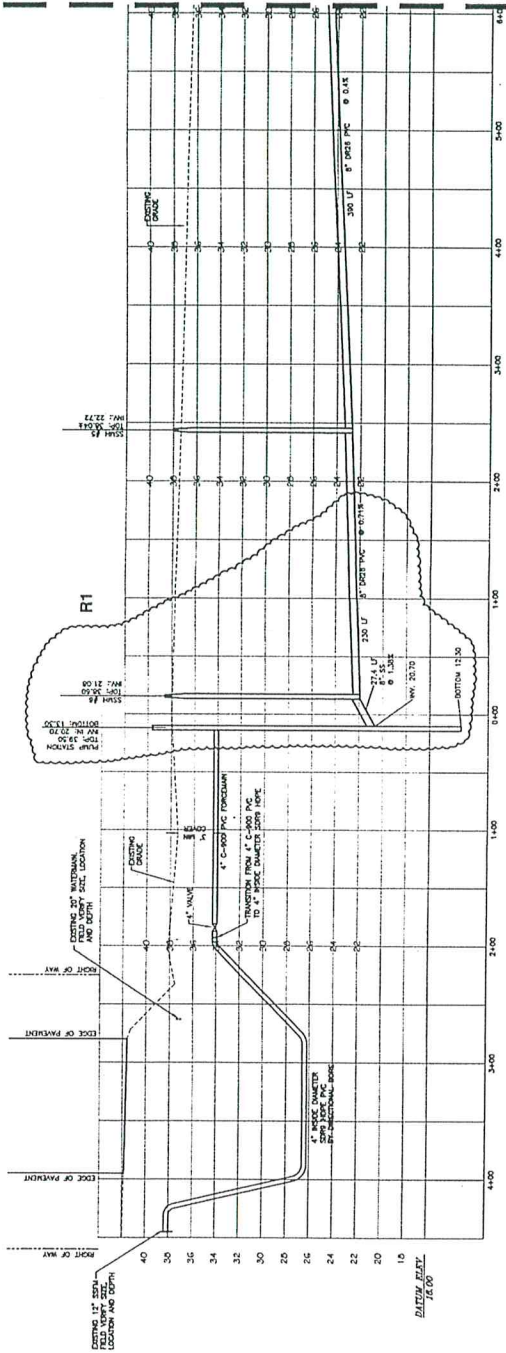
PLAN AND PROFILE - AS-BUILT
PLANTERS GREEN SUBDIVISION
SANITARY SEWER EXTENSION
BRUNSWICK COUNTY, NORTH CAROLINA

© 2018 MORRIS & TUNSTALL			
REVISIONS			
SYMBOL	DATE	DESCRIPTION	BY
R1	02/20/18	REVISED PUMP STA. LAYOUT REVISED SS4H #6 INVERT/LOCATION	JPH

MATCHLINE SEE C2



PLAN
SCALE: 1"=50'



PROFILE

SCALES:
1" = 50' HOR.
1" = 5' VER.

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.

AS-BUILT DRAWING DATE: 12/11/18



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

Action Item # V. - 14.

From:

Bryan Batton

County Attorney - Deed of Dedication for Retreat at Ocean Isle Beach, Sec. 2, Ph. 1

Issue/Action Requested:

Request that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure for The Retreat at Ocean Isle Beach, Section 2, Phase 1.

Background/Purpose of Request:

Bill Clark Homes of Wilmington, LLC has submitted a Deed of Dedication for water and sewer infrastructure in The Retreat at Ocean Isle Beach, Section 2, Phase 1. 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

\$ 57,065.00 for water

\$ 41,029.00 for sewer

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Accept the Deed of Dedication for water and sewer infrastructure from Clark Builders, LLC.

County Manager's Recommendation:

Recommend that the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure for The Retreat at Ocean Isle Beach, Section 2, Phase 1.

ATTACHMENTS:

Description

- Retreat @ Ocean Isle Beach, Sec 2, Ph 1

Prepared by: Thomas J. Morgan, Attorney at Law
PO Box 1388, Wilmington, NC 28402

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the ____ day of _____, 2019, by and between BILL CLARK HOMES OF WILMINGTON, LLC, a North Carolina Limited Liability Company, with an office and place of business in New Hanover County, and whose address is 127 Racine Drive, Suite 201, Wilmington, North Carolina 28403, party of the first part, hereinafter referred to as “Developer”, and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, whose address is P.O. Box 249, Bolivia, NC 28422, party of the second part, hereinafter referred to as “Grantee”,

W I T N E S S E T H:

That whereas Developer is the owner and developer of a tract or parcel located in Shallotte Township, Brunswick County, North Carolina, known as The Retreat at Ocean Isle Beach, Section 2, Phase 1, as described on a plat recorded in Map Cabinet 111 at pages 86-88 in the Brunswick County Registry (hereinafter “the Development”);

And whereas Developer has caused to be installed water distribution lines and/or sewer lines under and along the road rights-of-way hereinafter described and referenced;

And whereas Developer wishes to obtain water and/or sewer from Grantee for the property and to make water and sewer from Grantee's system available to individual owners.

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

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

All of the water distribution lines and sewer collection lines and equipment to serve Lots 278 through 295, 316 through 324, and 335 of THE RETREAT AT OCEAN ISLE BEACH SUBDIVISION, Section 2, Phase 1, as shown on the asbuilt Exhibit Map prepared by Richard Moore, P.E., McKim and Creed Engineers, dated 01/08/19 attached hereto and marked "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, together with non-exclusive easements over along and upon the entire area of the streets and cul-de-sacs depicted on the maps and servicing the areas referenced above for purposes of entry into the subdivision for maintenance, repair and upkeep of the water (and/or 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 successors 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.

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

BILL CLARK HOMES OF WILMINGTON, LLC

By: Ce 100
Manager

By: [Signature] MANAGER
Manager

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, a Notary Public of the County and State aforesaid, do hereby certify that Edward H Clark and Cheryl Blanton personally came before me this day, and (I have personal knowledge of the identity of the principals) or (I have seen satisfactory evidence of the principals' identity, by a current state or federal identification with the principal's photograph in the form of a _____) or (a credible witness has sworn to the identity of the principal(s); and he/she acknowledge that he/she is Manager of BILL CLARK HOMES OF WILMINGTON, 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 Limited Liability Company.

WITNESS my hand and official seal, this the 29 day of January, 2019.

[Signature]
Notary Public Signature

(NOTARY SEAL)



Tracy Sholders
Printed or typed name of Notary Public

My Commission Expires August 16, 2020

ACCEPTANCE OF DEED

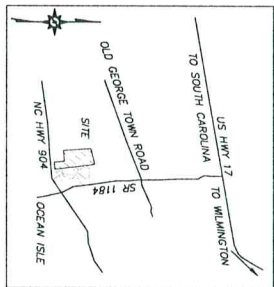
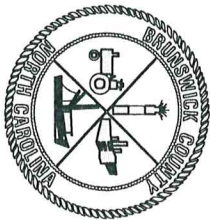
This Deed of Dedication was accepted by the Brunswick County Board of Commissioners on the _____ day of _____, 2019.

Frank Williams, Chair

Andrea White, CMC
Clerk to the Board

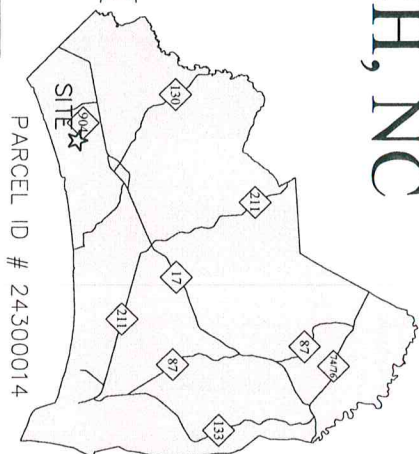
Exhibit A

TOWN OF OCEAN ISLE BEACH, NC



VICINITY MAP
(Not to Scale)

THE RETREAT AT OCEAN ISLE BEACH SECTION 2 - PHASE 1



OWNER/DEVELOPER
BILL CLARK HOMES
200 EAST ARLINGTON AVE
GREENVILLE, NC 27838

SURVEYOR
ATLANTIC COAST SURVEY
PO BOX 12588
WILMINGTON NC, 28405
910-292-4889

ENGINEER
MCKIM & CREED, INC.
243 N FRONT ST
WILMINGTON, NC 28401
910-343-1048
RAMOORE@MCKIMCREED.COM



Know what's below.
Call before you dig.

RECORD

DRAWINGS

SECTION 2, PHASE 1 INCLUDES:
LOTS 278 - 295, 316 - 324, AND 335

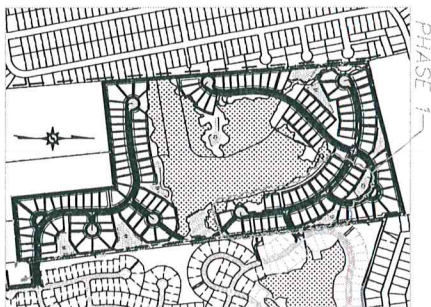
TYPE OF WORK:

SITE DEVELOPMENT WORK FOR RESIDENTIAL DEVELOPMENT. THE SITE IS LOCATED ON AN APPROXIMATELY 92.08 ACRE PARCEL AS SHOWN ON THE SURVEY. THE SITE WILL BE IMPROVED WITH WATER, SEWER AND STORMWATER UTILITIES AND GRADED TO APPROXIMATE FINISHED GRADE ELEVATIONS AS SHOWN IN THESE DRAWINGS.

NOTE: THE HORIZONTAL DATUM FOR THIS PROJECT IS NC GRID NAD 83 AND VERTICAL DATUM FOR THIS PROJECT IS NAVD88.

SHEET INDEX

Sheet Number	Sheet Title	Sheet Description
1	GENERAL NOTES & LEGEND	GENERAL NOTES & LEGEND
2	EXISTING CONDITIONS	EXISTING CONDITIONS
3	SITE PLAN	SITE PLAN
4	ENLARGED SITE PLAN - 2 OF 5	ENLARGED SITE PLAN - 2 OF 5
5	ENLARGED SITE PLAN - 3 OF 5	ENLARGED SITE PLAN - 3 OF 5
6	ENLARGED SITE PLAN - 4 OF 5	ENLARGED SITE PLAN - 4 OF 5
7	ENLARGED SITE PLAN - 5 OF 5	ENLARGED SITE PLAN - 5 OF 5
8	OVERALL SITE PLAN	OVERALL SITE PLAN
9	OVERALL SITE PLAN	OVERALL SITE PLAN
10	OVERALL SITE PLAN	OVERALL SITE PLAN
11	OVERALL SITE PLAN	OVERALL SITE PLAN
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34	OVERALL SITE PLAN	OVERALL SITE PLAN
35	OVERALL SITE PLAN	OVERALL SITE PLAN
36	OVERALL SITE PLAN	OVERALL SITE PLAN



SITE LAYOUT
(1" = 500')

NUMBER DATE BY

REVISION DESCRIPTION

APPROVAL STATUS
YES NO N/A
YES NO N/A

DATE

BY

DEPARTMENT
PLANNING
ENGINEERING
PUBLIC UTILITIES

"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:
1/8/2019

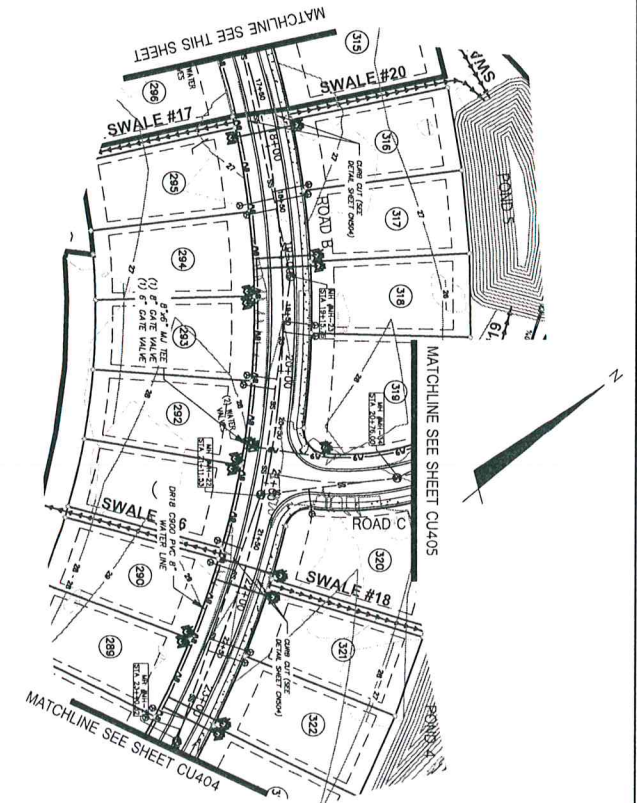
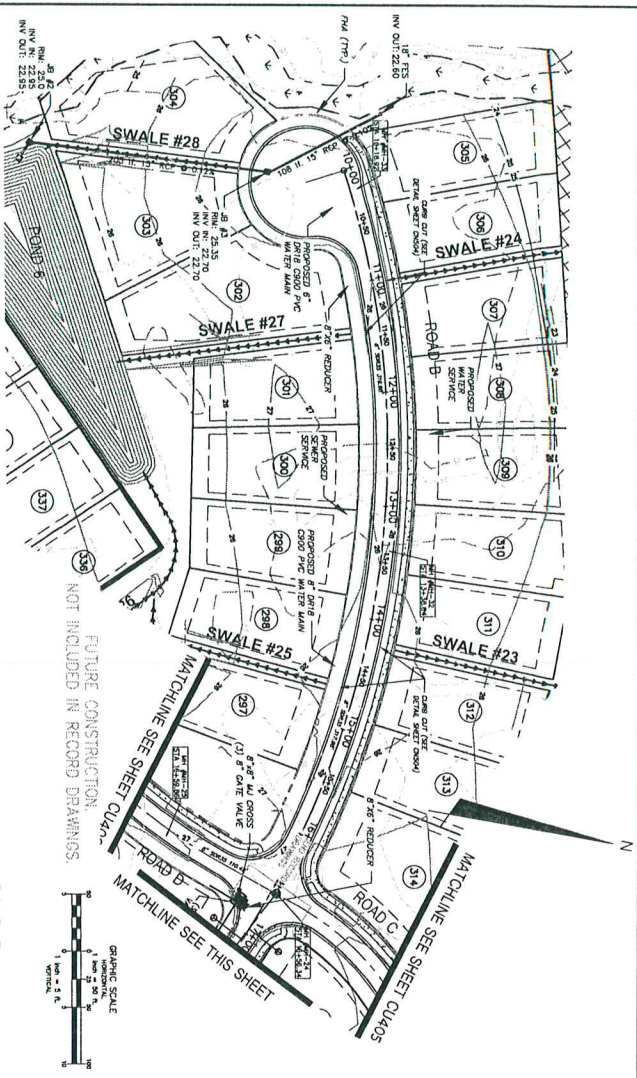
SUBMITTAL:
RECORD DRAWINGS

PROJECT NAME: THE RETREAT AT OIB, SECTION 2
LOCATION: OCEAN ISLE, NC
OWNER: BILL CLARK HOMES
DESIGNER: MCKIM & CREED, INC.

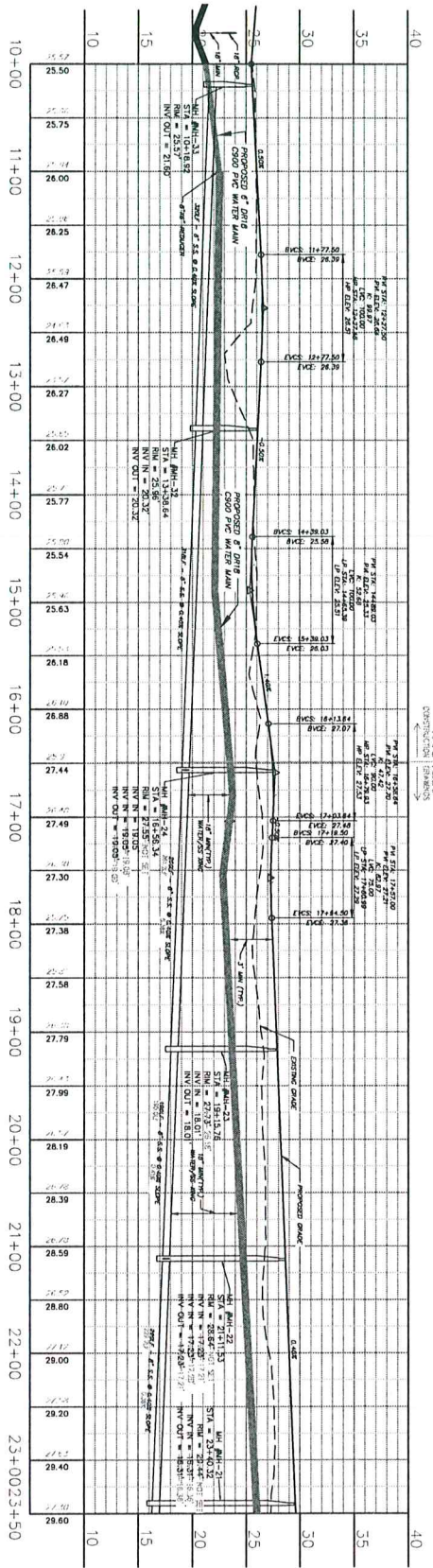


ELECTRICAL

PROJECT NO.
#3253-0008
SHEET NO.
G-001



ROAD B
(STA 10+00 TO 23+50)



ROAD B
(STA 10+00 TO 25+00)

McKIM & CREED

223 First Street
Brunswick, Georgia 31520
Phone: 910-335-1400
www.mckimandcreed.com

Bill Clark Homes

Building. Family. Tradition.

200 East Main Street
Brunswick, Georgia 31520
www.billclarkhomes.com

THE RETREAT - SECTION 2

TOWN OF OCEAN BEACH
BRUNSWICK COUNTY, NORTH CAROLINA

ROAD B PLAN & PROFILE STA 10+00-23+50

SCALE: HORIZONTAL 1"=40' VERTICAL 1"=5'

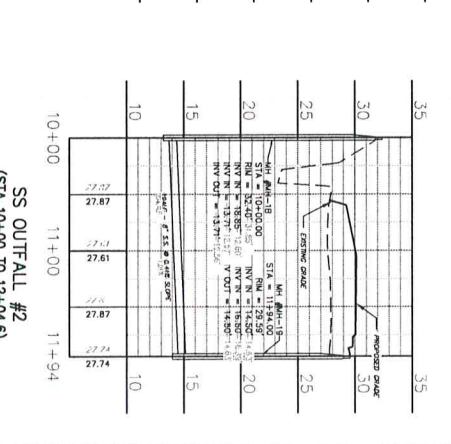
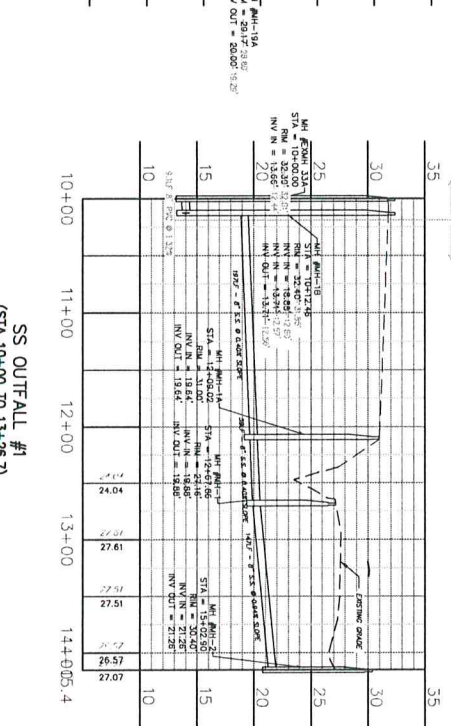
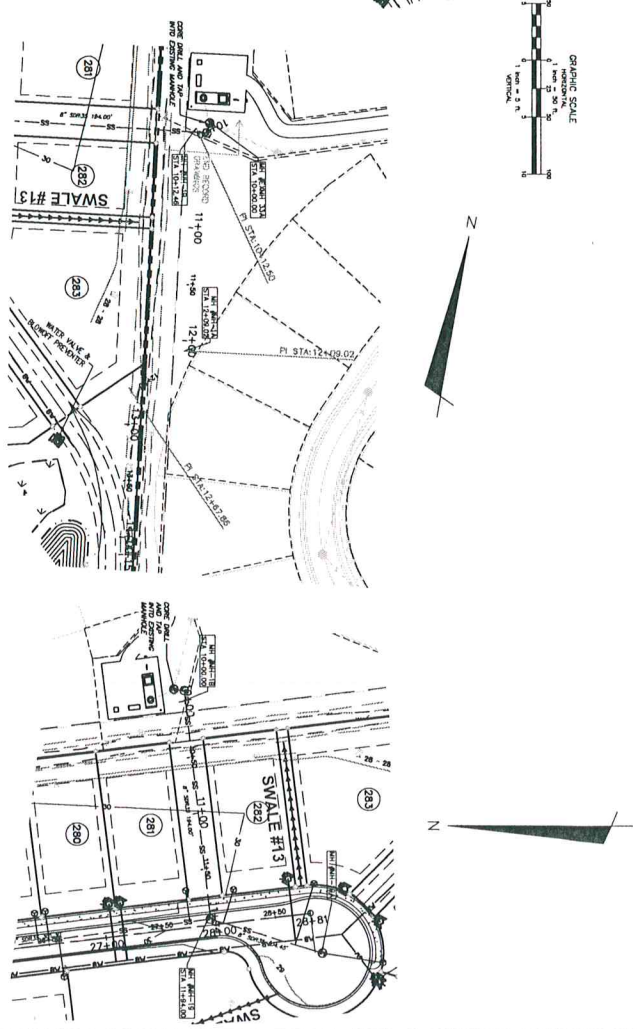
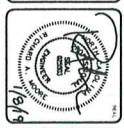
DATE: 11/13/13

BY: J. L. HARRIS

CHECKED: J. L. HARRIS

APPROVED: J. L. HARRIS

17

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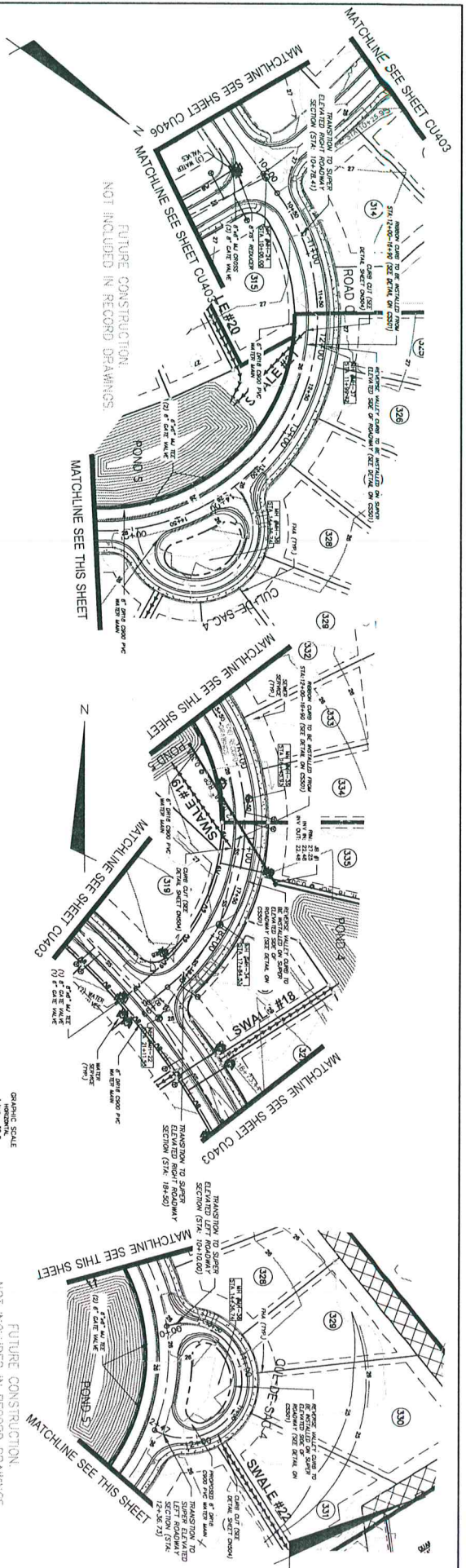
THE RETREAT - SECTION 2
TOWN OF OCEAN ISLE BEACH
BRUNSWICK COUNTY, NORTH CAROLINA
ROAD B PLAN & PROFILE
23+50-28+81.20

DATE	INVESTIG.	SCALE	DATE FILED
MADE INDEX #	3325442086	HORIZONTAL	CUA04
QUANTITY		1"x6"	STATION NUMBER
ED. RECORDED		VERTICAL	18
ED. CHECKED		1"x6"	
INCL. MAPS	DATE		

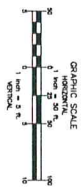
STATUS

RECORD DRAWINGS

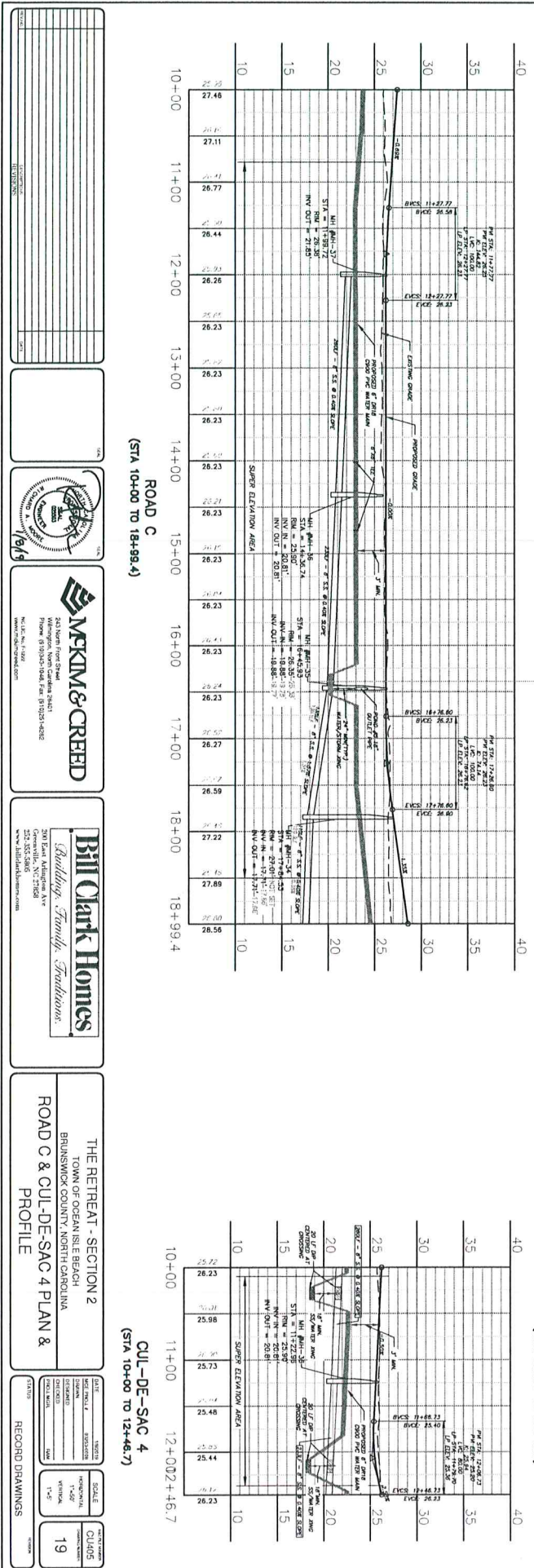
RECORD



ROAD C
(STA 10+00 TO 18+99.4)



CUL-DE-SAC 4
(STA 10+00 TO 12+46.7)



ROAD C
(STA 10+00 TO 18+99.4)

CUL-DE-SAC 4
(STA 10+00 TO 12+46.7)

McKIM & CREED

240 North First Street
P.O. Box 1000
Pittsboro, NC 27312
www.mckimandcreed.com

Bill Clark Homes

Building. Family. Tradition.

200 East Kilduff Ave.
P.O. Box 1000
Pittsboro, NC 27312
www.billclarkhomes.com

THE RETREAT - SECTION 2

TOWN OF OCEAN ISLE BEACH

BRAUNSON COUNTY, NORTH CAROLINA

ROAD C & CUL-DE-SAC 4 PLAN & PROFILE

DATE: 10/1/2019

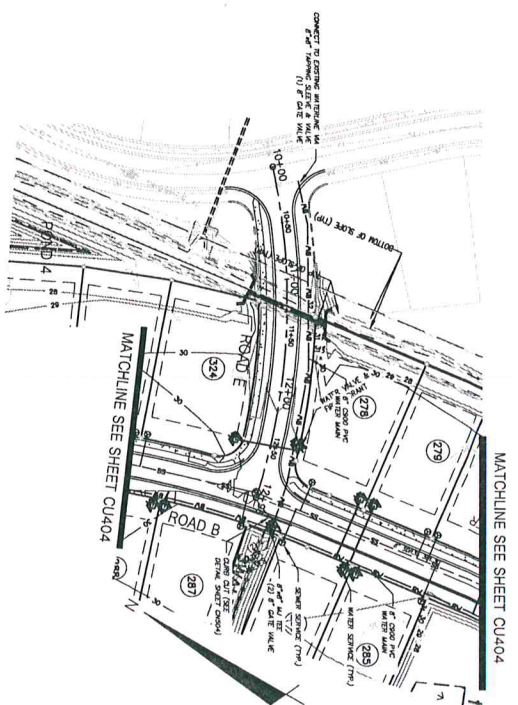
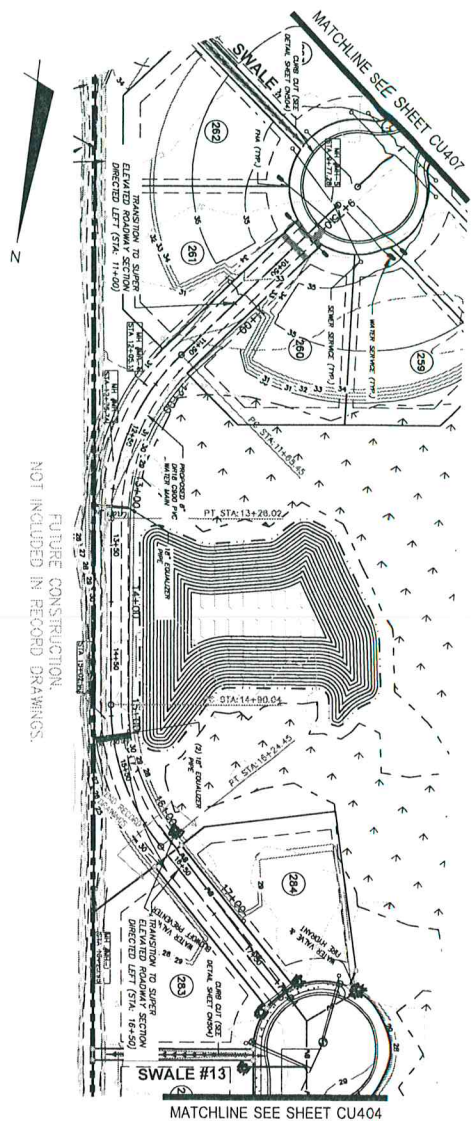
DESIGNED BY: J. L. HARRIS

CHECKED BY: J. L. HARRIS

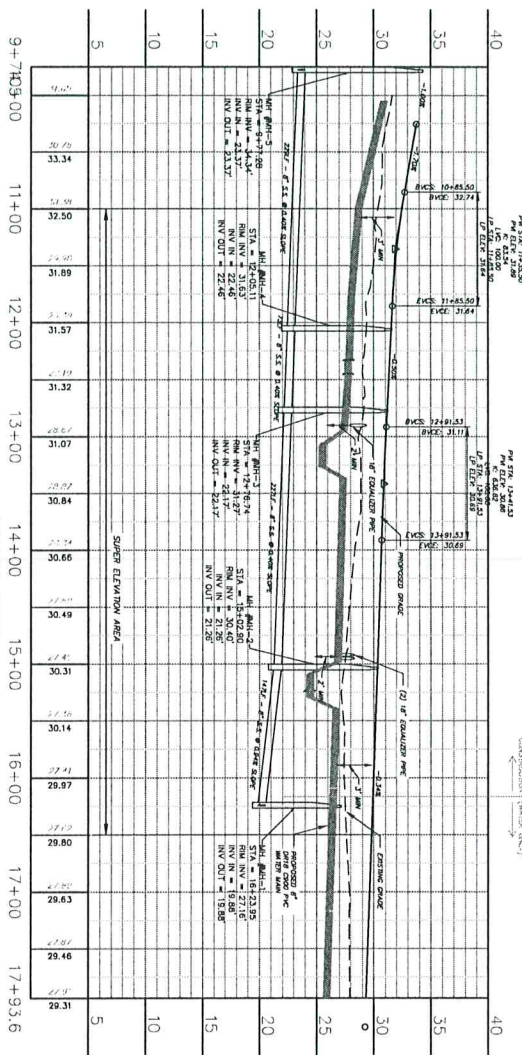
SCALE: 1" = 40'

19

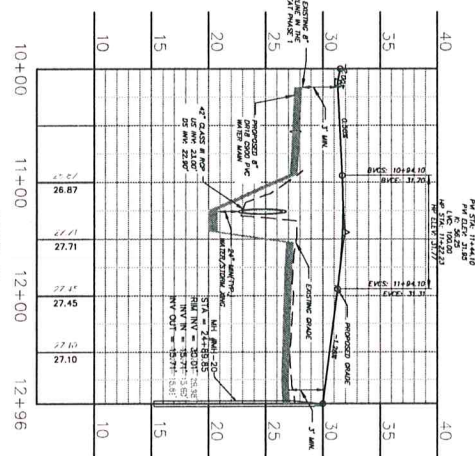
RECORD DRAWINGS



ACCESS ROAD (STA 9+75 TO 17+93.6)



ROAD E (STA 10+00 TO 12+95.6)



NO.	REVISION	DATE
1	ISSUED FOR PERMIT	10/1/2010
2	ISSUED FOR CONSTRUCTION	10/1/2010
3	ISSUED FOR RECORD	10/1/2010



McKIM & CREED
 340 North First Street
 Raleigh, NC 27601
 Phone: (919) 536-1000
 Fax: (919) 536-1001
 www.mckimandcreed.com

Bill Clark Homes
Building. Family. Tradition.
 200 East Kilgore Ave.
 Raleigh, NC 27601
 Phone: (919) 877-2100
 www.billclarkhomes.com

THE RETREAT - SECTION 2
 TOWN OF OCEAN ISLE BEACH
 BRUNSWICK COUNTY, NORTH CAROLINA
ACCESS ROAD & ROAD E PLAN & PROFILE

DATE	REVISION	SCALE	BY
10/1/2010	ISSUED FOR PERMIT	1"=40'	CU408
10/1/2010	ISSUED FOR CONSTRUCTION	1"=40'	CU408
10/1/2010	ISSUED FOR RECORD	1"=40'	CU408

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF BRUNSWICK

BILL CLARK HOMES OF WILMINGTON, LLC, a North Carolina Limited Liability Company, with an office and place of business in New Hanover County, North Carolina, hereinafter referred to as Affiant, by and through its hereinafter named managers, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Shallotte Township, Brunswick County, North Carolina, known as THE RETREAT AT OCEAN ISLE BEACH SUBDIVISION, Section 2, Phase 1, containing lots numbered 278 through 295, 316 through 324, and 335, as more particularly described in 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 property hereinafter described and referenced:

All of the water distribution lines and sewer collection lines and equipment to serve Lots 278 through 295, 316 through 324, and 335 of THE RETREAT AT OCEAN ISLE BEACH SUBDIVISION, Section 2, Phase 1, specifically including the water and sewer infrastructure as shown on the asbuilt Exhibit Map prepared by Richard Moore, P.E., McKim and Creed Engineers, dated 01/08/19 attached hereto and marked "Exhibit A".

3. All 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 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.

This the 29 day of January, 2019.

BILL CLARK HOMES OF WILMINGTON, LLC

By: Ce 100
Manager

By: JL B. MANAGER
Manager

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

Sworn to (or affirmed) and subscribed before me this the 29 day of January, 2019 by Edward H Clark and Cheryl Blanton.

(NOTARY SEAL)

Tracy Sholders
Notary Public Signature

Tracy Sholders
Printed or Typed Name of Notary Public

My Commission Expires: August 16, 2020

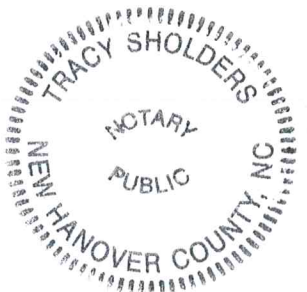
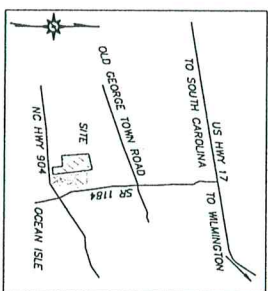
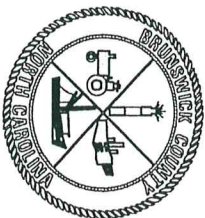


Exhibit A

TOWN OF OCEAN ISLE BEACH, NC



VICINITY MAP
(Not to Scale)

THE RETREAT AT OCEAN ISLE BEACH SECTION 2 - PHASE 1

PARCEL ID # 24300014



RECORD

DRAWINGS

SECTION 2, PHASE 1 INCLUDES:
LOTS 278 - 295, 316 - 324, AND 335

OWNER/DEVELOPER
BILL CLARK HOMES
200 EAST ARLINGTON AVE
GREENVILLE, NC 27838

SURVEYOR
ATLANTIC COAST SURVEY
PO BOX 12588
WILMINGTON NC, 28405
910-292-4889

ENGINEER
MCKIM & CREED, INC.
243 N FRONT ST.
WILMINGTON, NC 28401
910-343-1048
RAMOORE@MCKIMCREED.COM



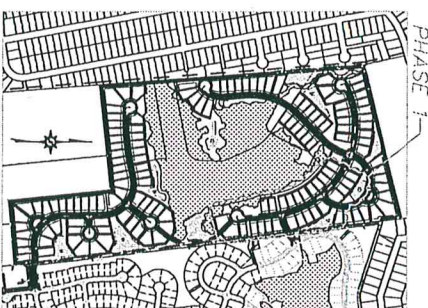
TYPE OF WORK:

SITE DEVELOPMENT WORK FOR RESIDENTIAL DEVELOPMENT. THE SITE IS LOCATED ON AN APPROXIMATELY 92.08 ACRE PARCEL AS SHOWN ON THE SURVEY. THE SITE WILL BE IMPROVED WITH WATER, SEWER AND STORMWATER UTILITIES AND GRADED TO APPROXIMATE FINISHED GRADE ELEVATIONS AS SHOWN IN THESE DRAWINGS.

NOTE: THE HORIZONTAL DATUM FOR THIS PROJECT IS NC GRID NAD 83 AND VERTICAL DATUM FOR THIS PROJECT IS NAVD88.

SHEET INDEX

Sheet Number	Sheet Title	Sheet Description
1	COVER	COVER
2	GENERAL NOTES & LEGEND	GENERAL NOTES & LEGEND
3	BOUNDARY AND TOPOGRAPHIC SURVEY	BOUNDARY AND TOPOGRAPHIC SURVEY
4	EXISTING CONDITIONS	EXISTING CONDITIONS
5	SITE PLAN - 5' GR-3	SITE PLAN - 5' GR-3
6	GRADED SITE PLAN - 5' GR-3	GRADED SITE PLAN - 5' GR-3
7	GRADED SITE PLAN - 5' GR-3	GRADED SITE PLAN - 5' GR-3
8	GRADED SITE PLAN - 5' GR-3	GRADED SITE PLAN - 5' GR-3
9	GRADED SITE PLAN - 5' GR-3	GRADED SITE PLAN - 5' GR-3
10	GRADED SITE PLAN - 5' GR-3	GRADED SITE PLAN - 5' GR-3
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17	GRADED SITE PLAN - 5' GR-3	GRADED SITE PLAN - 5' GR-3
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26	GRADED SITE PLAN - 5' GR-3	GRADED SITE PLAN - 5' GR-3
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28	GRADED SITE PLAN - 5' GR-3	GRADED SITE PLAN - 5' GR-3
29	GRADED SITE PLAN - 5' GR-3	GRADED SITE PLAN - 5' GR-3
30	GRADED SITE PLAN - 5' GR-3	GRADED SITE PLAN - 5' GR-3
31	GRADED SITE PLAN - 5' GR-3	GRADED SITE PLAN - 5' GR-3
32	GRADED SITE PLAN - 5' GR-3	GRADED SITE PLAN - 5' GR-3
33	GRADED SITE PLAN - 5' GR-3	GRADED SITE PLAN - 5' GR-3
34	GRADED SITE PLAN - 5' GR-3	GRADED SITE PLAN - 5' GR-3
35	GRADED SITE PLAN - 5' GR-3	GRADED SITE PLAN - 5' GR-3
36	GRADED SITE PLAN - 5' GR-3	GRADED SITE PLAN - 5' GR-3



SITE LAYOUT
(1" = 500')

NUMBER DATE BY

REVISION DESCRIPTION

APPROVAL STATUS
YES NO
YES NO
YES NO

DATE

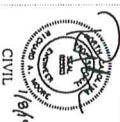
BY

DEPARTMENT
PLANNING
ENGINEERING
PUBLIC UTILITIES

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

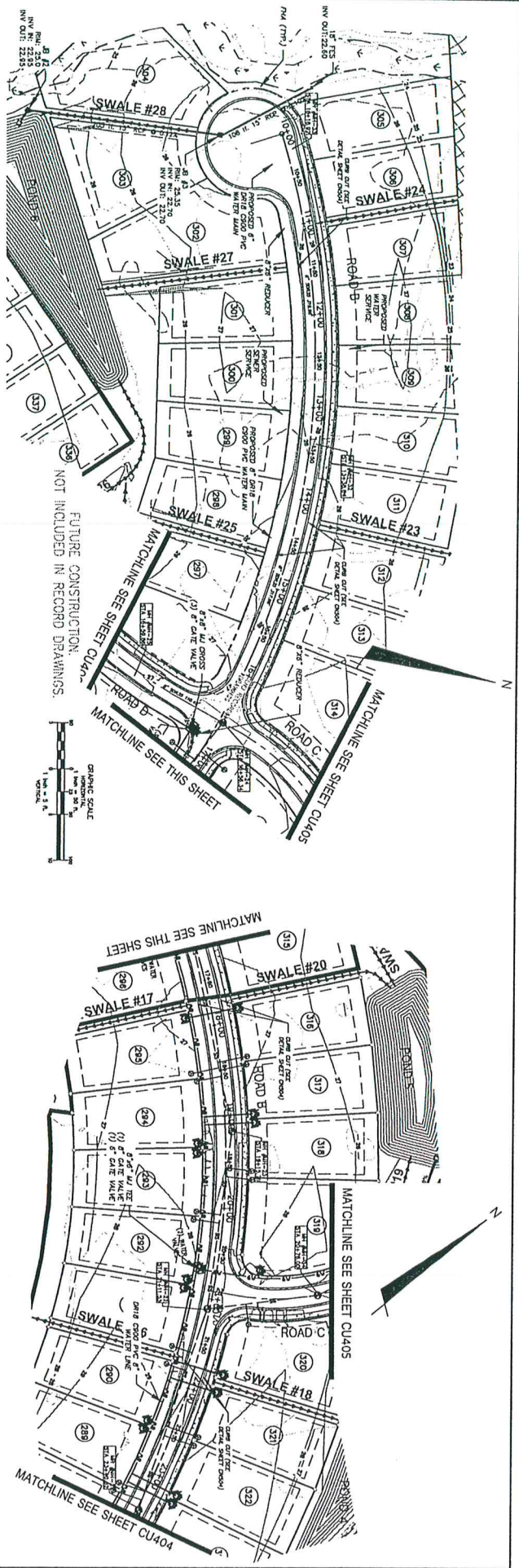
I hereby certify that the plans, details, and associated project specifications comply with the latest version, as of this date, of Brunswick County's Standard Specifications and Standard Details per standard engineering practice. Furthermore, I confirm my understanding that reviews and approvals by 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.

PROJECT NO.
#3253-0008
SHEET NO.
C-001



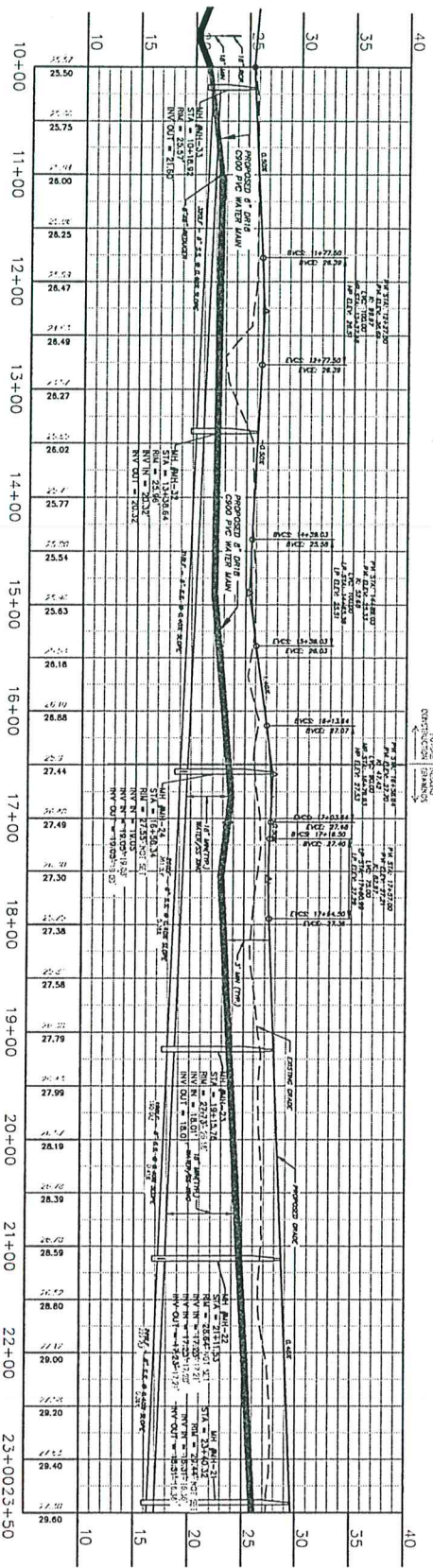
PROJECT NAME: THE RETREAT AT OIB, SECTION 2
LOCATION: OCEAN ISLE, NC
OWNER: BILL CLARK HOMES
DESIGNER: MCKIM & CREED, INC.

DATE:
1/8/2019
SUBMITTAL:
RECORD DRAWINGS



FUTURE CONSTRUCTION
NOT INCLUDED IN RECORD DRAWINGS.

ROAD B
(STA 10+00 TO 23+50)



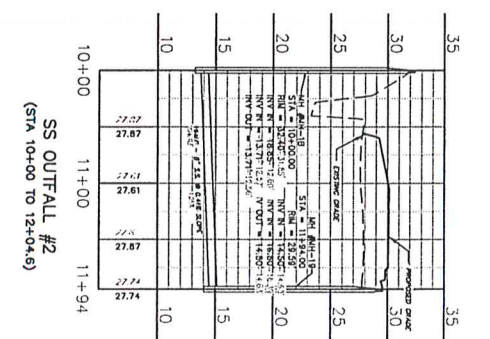
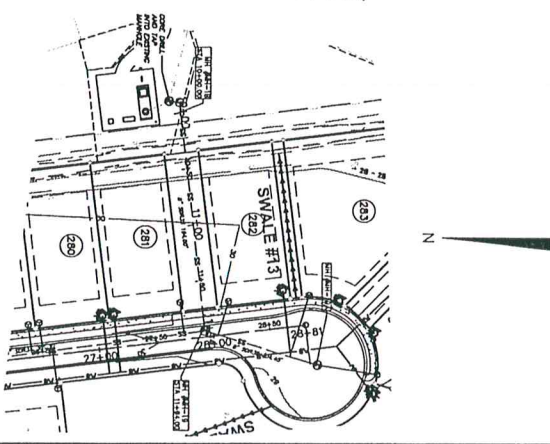
McKIM & CREED
243 North First Street
Wilmington, NC 28401
Phone: 910.339.1000 Fax: 910.339.1002
www.mckimandcreed.com

Bill Clark Homes
Building. Strongly. Sustainably.
200 East Atlantic Ave.
Greenville, NC 27838
www.billclarkhomes.com

THE RETREAT - SECTION 2
TOWN OF OCEAN ISLE BEACH
BRUNSWICK COUNTY, NORTH CAROLINA
ROAD B PLAN & PROFILE STA
10+00-23+50

DATE: 10/1/17
DRAWN BY: J. L. LEE
CHECKED BY: J. L. LEE
SCALE: 1" = 10'-0"

RECORD DRAWINGS
17



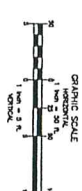
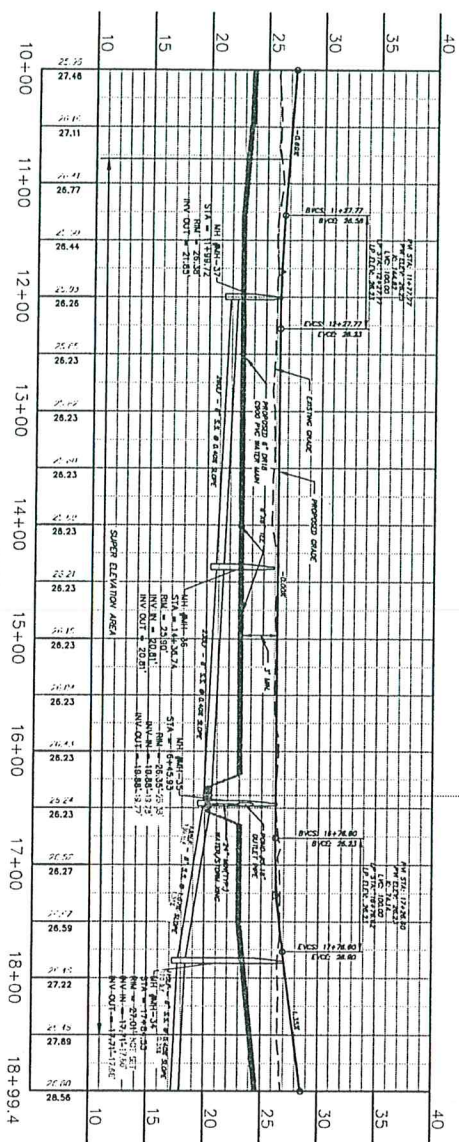
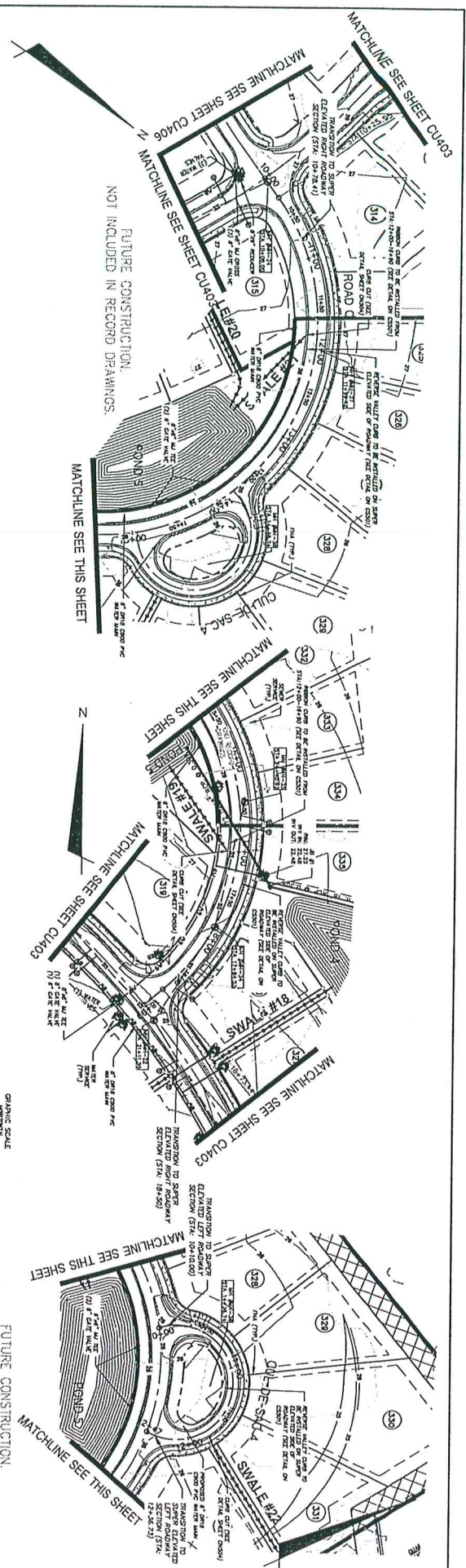
DATE	10/29/18
SOC. PROJ. #	DJ-167878
COUNTY	
ELEASIBLE	
CHANGED	
POL. NUM.	NAM

SCALE	
HORIZONTAL	
1"=50'	
VERTICAL	
1"=5'	

FILE NO. & NUMBER	
CUD-04	
PROJECT NO. IN BLOCK	
18	

RECORD DRAWINGS

REVISED



MEKIM & CREED

323 North First Street
Wilmington, North Carolina 28401
Phone: 910-339-3444 Fax: 910-339-4242
www.mekimandcreed.com

Bill Clark Homes

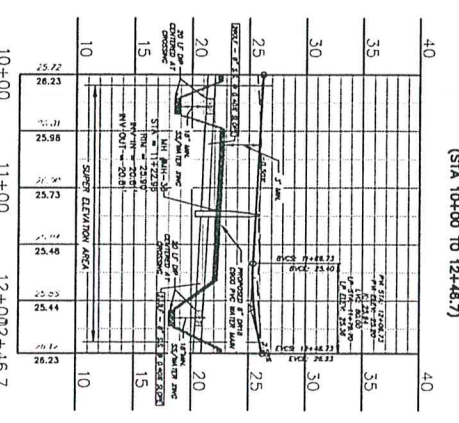
200 East Atlantic Ave.
Greenville, NC 27834
252-535-5346
www.billclarkhomes.com

THE RETREAT - SECTION 2
TOWN OF OCEAN ISLE BEACH
BRUNSWICK COUNTY, NORTH CAROLINA

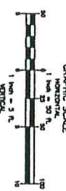
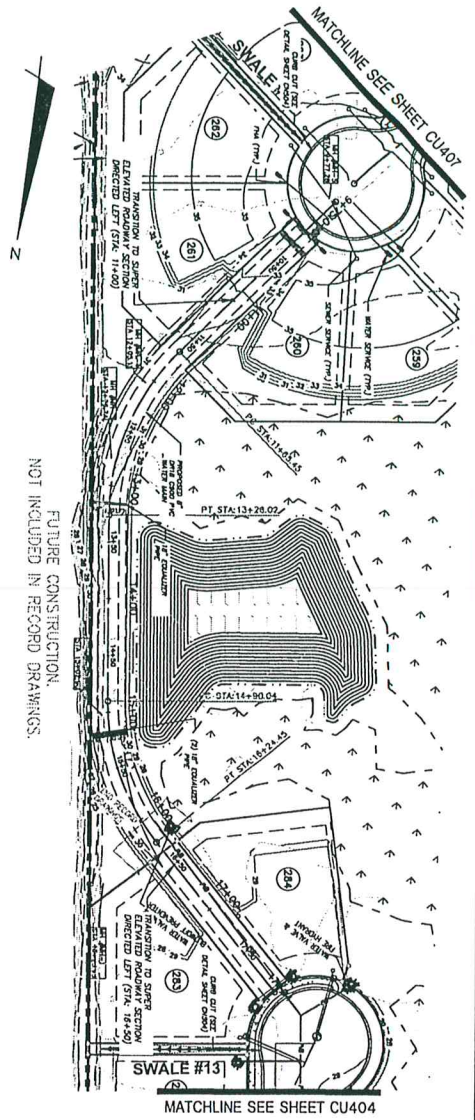
ROAD C & CUL-DE-SAC 4 PLAN & PROFILE

DATE: 10/1/10
DRAWN: J. L. LEE
CHECKED: J. L. LEE
SCALE: 1" = 20'
SHEET: 19

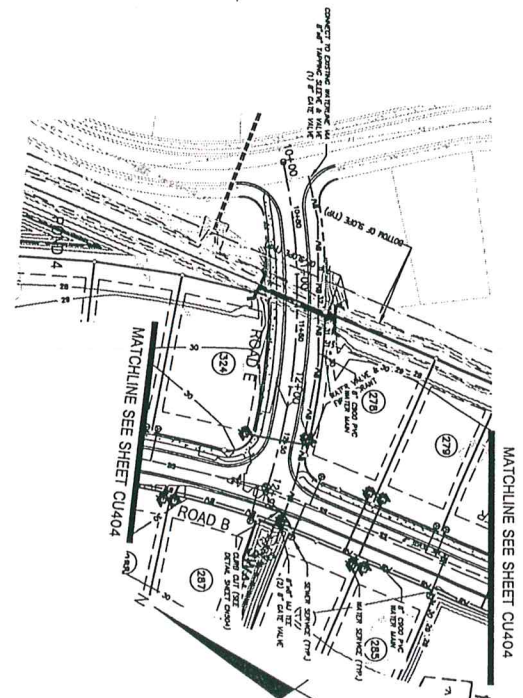
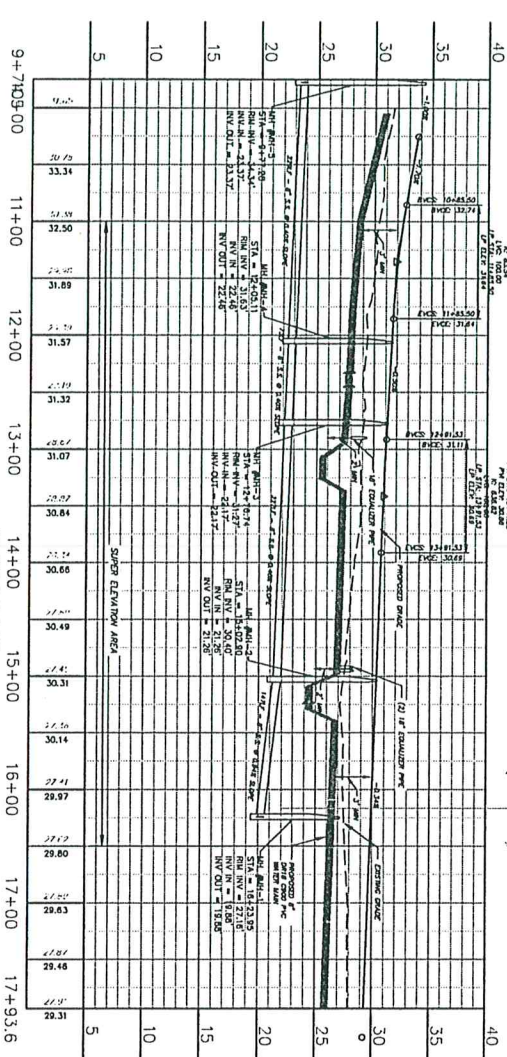
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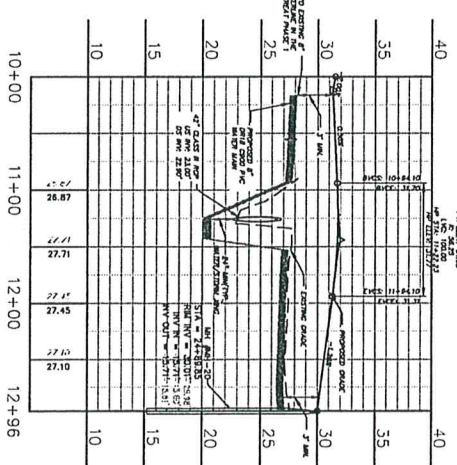
CUL-DE-SAC 4
(STA 10+00 TO 12+46.7)



ACCESS ROAD
(STA 9+75 TO 17+93.6)



ROAD E
(STA 10+00 TO 12+95.8)



McKIM & CREED
323 West First Street
P.O. Box 1000
Wilmington, NC 28402
Phone: (919) 399-4400 Fax: (919) 399-4402
www.mckimandcreed.com

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200 East Williams Ave.
Greenville, SC 29608
www.billclarkhomes.com

THE RETREAT - SECTION 2
TOWN OF OCEAN ISLE BEACH
BRUNSWICK COUNTY, NORTH CAROLINA

ACCESS ROAD & ROAD E PLAN & PROFILE

RECORD DRAWINGS

SCALE
PLAN: 1"=50'
PROFILE: 1"=5'

DATE
10/11/11

SCALE
1"=50'

PROJECT
ACCESS ROAD & ROAD E

22



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

Action Item # V. - 15.

From: County Attorney - MOU for Marine Corps Training Exercises
Bob Shaver, County Attorney

Issue/Action Requested:

Request that the Board of Commissioners Approve the Memorandum of Understanding between U.S. Marine Corps Forces, Special Operations Command (MARSOC), Brunswick County, and the Brunswick County Sheriff's Office.

Background/Purpose of Request:

The Marine Corps Special Operations Command (MARSOC) wishes to conduct training exercises in Brunswick County, in coordination with the Sheriff under guidelines set forth in the MOU. Training exercises will not involve direct contact with the local population. MARSOC will provide advance notice to local officials and law enforcement of the details of any exercise in the county.

The MARSOC training exercises are meant to be low-impact and low-visibility and should not attract the attention of locals in the immediate area.

The term of the MOU is three years.

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 Memorandum of Understanding between U.S. Marine Corps Forces, Special Operations Command (MARSOC), Brunswick County, and the Brunswick County Sheriff's Office.

ATTACHMENTS:

Description

- Marine Corps (MARSOC) MOU for Training Exercises



UNITED STATES MARINE CORPS
U.S. MARINE CORPS FORCES
SPECIAL OPERATIONS COMMAND
PSC BOX 20116
CAMP LEJEUNE, NORTH CAROLINA 28542-0116

IN REPLY REFER TO:
3307
G7

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
U.S. MARINE CORPS FORCES, SPECIAL OPERATIONS COMMAND (MARSOC)
AND
BRUNSWICK COUNTY OF NORTH CAROLINA AND THE BRUNSWICK COUNTY
SHERIFF'S DEPARTMENT

1. Purpose. The purpose of this memorandum is to memorialize the approval by the BRUNSWICK COUNTY Board of Commissioners and the BRUNSWICK COUNTY SHERIFF for MARSOC to conduct training in County of Brunswick, North Carolina. MARSOC requests that BRUNSWICK COUNTY grant MARSOC the authority to periodically conduct required training within the county unincorporated areas. All such training will be coordinated under the guidelines set forth in this agreement. All personnel involved in these exercises will be consenting military personnel, government civilian workers, or contractors; no private citizens will be part of or involved in the training exercises in any manner.

2. Approval. The BRUNSWICK COUNTY Board of Commissioners and the BRUNSWICK COUNTY SHERIFF hereby agree to permit members of MARSOC (to include all military, civilian, and contractor support personnel) to conduct military training, to include [surveillance, advanced communications, raid, reconnaissance, Convoy, Foot Movement of troops and Equipment, Drop Zone, Landing or Pick up Zone, other helicopter operations, and other required training necessary to develop special operations skills within the boundaries of Brunswick County, North Carolina. Training and informal meetings will be restricted specifically to commercial/restaurant and public gathering areas of the above stated city and will not involve direct contact with the local populace. Any training to be conducted on private property in the above mentioned city will be coordinated with and approved by the property owners involved. This approval is subject to the following:

a. This MOU becomes effective upon execution by the BRUNSWICK COUNTY Board of Commissioners and the BRUNSWICK COUNTY

MEMORANDUM OF UNDERSTANDING BETWEEN MARSOC AND BRUNSWICK COUNTY OF NORTH CAROLINA AND THE BRUNSWICK COUNTY SHERIFF'S DEPARTMENT

SHERIFF and MARSOC and will run for three (3) years from the date of execution of the last signing party unless sooner terminated under the provisions of paragraph 7(b). This MOU recognizes that MARSOC intends to conduct training in the unincorporated areas of Brunswick County on multiple occasions over that time period. Prior to conducting any training, MARSOC will provide advance written notice to civilian leadership and law enforcement officials. The notice will include current contact information, training personnel points of contact, type of training to be conducted, areas to be utilized during training and dates of intended usage (see enclosures (1) and (2)). The information will be provided in order to give the Brunswick County the maximum possible visibility over training and to provide notice to law enforcement activities of our presence in the area. Every effort will be made by MARSOC to provide written notice at least thirty (30) days in advance of any training in order to allow sufficient time for both parties to mutually resolve any outstanding issues and address any concerns. During the conduct of any training, MARSOC will conduct daily liaison with the designated law enforcement personnel.

b. MARSOC shall not knowingly use any commercial/public gathering areas in any unlawful way.

c. 31 U.S.C. Sect. 1341, "The Anti-Deficiency Act", prohibits open-ended indemnification and "hold harmless agreements" by the U.S. Government. However, sovereign immunity is waived if any damages do occur, in order to hold the federal government liable. The U.S. Government is responsible, under the terms of the Federal Tort Claims Act (FTCA), 28 U.S.C. 1346(b), 2671-2680, or the Military Claims Act (MCA) 10 U.S.C. 2733, as applicable, for any injury to persons or damage to property proximately caused by acts or omissions of Government employees acting within the scope of their employment. The FTCA, and supporting case law, provides several means of recovery for negligent acts of Government personnel. The injured party may submit a claim directly against the U.S. Government; a defendant may implead the U.S. Government as a third-party tortfeasor; or a defendant may later pursue the U.S. Government in a separate indemnity action or claim submission, for any amounts paid to the injured party due to negligence of the U.S. Government. A perfected claim requires a completed U.S. Government Standard Form 95 and proof substantiating the claimed amount. Other documentation may be required on a case by case basis. Claims packages may be submitted to the below offices by

MEMORANDUM OF UNDERSTANDING BETWEEN MARSOC AND BRUNSWICK COUNTY OF NORTH CAROLINA AND THE BRUNSWICK COUNTY SHERIFF'S DEPARTMENT

email, fax, or standard mail. For required documents, see <http://www.jag.navy.mil/organization/code 15 packets forms.htm>. Claims packages may be submitted to the Camp Lejeune Office by standard mail.

Commanding General
LSSS-E (Claims)
PSC Box 20005
MCIEAST-MCB
Camp Lejeune, NC 28542-0005

3. For all training exercises, MARSOC, via the officer in charge (OIC) of the exercise, will ensure that local law enforcement is informed of all areas, times, and dates that will be utilized for training. All activities conducted at these venues will be appropriate for the intended training objective. Additionally, MARSOC staff will embed a liaison element within the Brunswick County Sheriff's Office that will notify the requisite elements of the Brunswick County Sheriff's Office of any activity within each district. MARSOC instructors will either be on site or in the vicinity of training in order to critique training as well as function as an on-site liaison to ensure training is conducted in accordance with this agreement. In the event a situation presents itself involving local law enforcement, an Exercise Participant Card will be provided that includes contact information of the MARSOC leadership responsible for the training and the MARSOC Public Affairs Office. The Brunswick County Sheriff's Office will intervene and act as they deem necessary to handle and resolve any situation.

4. Unless otherwise agreed upon in writing, MARSOC training activities in the County of Brunswick, North Carolina will be low-impact and low-visibility. MARSOC activities are not likely to attract undue attention nor should the conduct of activities alert any civilians/members of the establishment who are in the immediate area. In the event that a civilian/non-law enforcement official or uniformed member of local law enforcement approach and begin to question any personnel conducting training about their activities, the personnel conducting training will provide an Exercise Participant Card and Military Identification Card. The personnel conducting training will contact their OIC in any situation where civilians or law enforcement personnel intervene in the training. In this instance, all personnel conducting training will comply with

MEMORANDUM OF UNDERSTANDING BETWEEN MARSOC AND BRUNSWICK COUNTY OF NORTH CAROLINA AND THE BRUNSWICK COUNTY SHERIFF'S DEPARTMENT

instructions from local law enforcement officials and will immediately inform their OIC.

5. Prior to the start of the exercise, MARSOC members will receive classes and be thoroughly briefed on the safety plan and rules of training. No personal vehicles are authorized for use by the Marines conducting this training. Tactical vehicles, Rental and/or government plated vehicles consisting of sedans, mini-vans, and sport utility vehicles will be utilized during this training.

6. MARSOC personnel conducting training will not conduct concealed carry of firearms at any time during training. MARSOC personnel will not conduct open carry of firearms, simulated firearms, or pyrotechnic devices during the course of active training in County of Brunswick, North Carolina without advance notice to County of Brunswick, North Carolina and the Brunswick County Sheriff Office.

a. "Active training" does not include transportation of weapons between training locations.

b. MARSOC may be permitted to carry firearms, simulated firearms, or pyrotechnic devices on a case-by-case basis. In such instances, MARSOC will provide a description of the desired activity to the County of Brunswick, North Carolina and the Brunswick County Sheriff in the required notification letter four weeks prior to commencement of the exercise. MARSOC will coordinate with County of Brunswick, North Carolina and the Brunswick County Sheriff's Office detailing the starting and ending point of each movement, time of movement, activities to be exercised, make/model/license plate of vehicles, and number of personnel executing activity. The County of Brunswick, North Carolina or Brunswick County Sheriff maintains the right to refuse to permit the desired activity. Any refusal will be provided by County of Brunswick, North Carolina or Brunswick County Sheriff in writing in response to the notification within two weeks of receipt of the notification of training.

7. All MARSOC personnel will be in civilian attire or military uniforms; however, they will be able to produce an Exercise Participant Card and a government identification card at all times. All MARSOC personnel conducting training and exercise staff will obey all traffic laws and posted speed limits. At no time will MARSOC personnel engage in any activity that will put themselves or others in danger, and they will obey all orders

MEMORANDUM OF UNDERSTANDING BETWEEN MARSOC AND BRUNSWICK COUNTY OF NORTH CAROLINA AND THE BRUNSWICK COUNTY SHERIFF'S DEPARTMENT

from civilian law enforcement agencies. The training exercise will culminate when all exercise participants have departed the County of Brunswick, North Carolina area. The MARSOC OIC will notify the Brunswick County Sherriff's Office upon completion of the exercise. The MARSOC OIC will provide the County of Brunswick, North Carolina and Brunswick County Sheriff Office a signed copy of this document and a copy of the notification for each training event for the record.

8. Non-Disclosure. County of Brunswick, North Carolina and Brunswick County Sheriff Brunswick County Sheriff agrees not to disclose any MARSOC tactics, techniques, procedures, methods of training, or exercise concepts or scenarios that County of Brunswick, North Carolina and Brunswick County Sheriff may learn during discussions with MARSOC about exercises or by observation during the conduct of an exercise. Additionally, County of Brunswick, North Carolina and Brunswick County Sheriff agrees not to disclose the identity of MARSOC personnel conducting training or, if not active duty Marines, their affiliation with MARSOC (e.g., contracted civilian role players or members of other armed services). Furthermore, County of Brunswick, North Carolina and Brunswick County Sheriff agrees not to disclose the locations or dates of the MARSOC exercises beyond those with a need to know within the County of Brunswick, North Carolina or Brunswick County Sheriff affiliation.

9. Modification or Termination

a. Modifications to this MOU must be in writing and signed by authorized representatives of the County of Brunswick, North Carolina and MARSOC. The representative for MARSOC can be contacted at MARSOC, ATTN: Office of the Staff Judge Advocate, PSC Box 20116, Camp Lejeune, NC. 28542-0116 or via phone at 910-440-0928. The representative for the office of the Brunswick County Manager's Office is Ann Hardy (910)253-2016 and for Brunswick Sheriff Office is John W. Ingram Brunswick Sheriff, NC. can be contacted at via phone at (910)253-2777.

b. This MOU shall remain in effect for three (3) years from the date of execution of the last signing party. Both the BRUNSWICK COUNTY OF NORTH CAROLINA AND THE BRUNSWICK COUNTY SHERIFF'S Office and MARSOC retain the right to terminate this MOU at any time, with ninety (90) days written notice to the other party, for any reason.

MEMORANDUM OF UNDERSTANDING BETWEEN MARSOC AND BRUNSWICK COUNTY OF NORTH
CAROLINA AND THE BRUNSWICK COUNTY SHERIFF'S DEPARTMENT

Steve Grzeszczak
Deputy Chief of Staff, MARSOC

Date: _____

Brunswick County Manager
Ann Hardy
Brunswick County, NC

Date: _____

John W. Ingram, V.
Brunswick Sheriff
Brunswick County, NC

Date: _____



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

Action Item # V. - 16.

From: County Attorney - Tax Foreclosure Property to Surplus
Bryan Batton

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 four (4) parcels of land through foreclosure. The parcels include: Parcel # 142JE011, obtained by the County for \$ 4,035.62 with a tax value of \$ 10,000.00; Parcel # 229MB020, obtained by the County for \$ 3,057.13 with a tax value of \$ 18,000.00; Parcel # 173GB00102, obtained by the County for \$ 312.89 with a tax value of \$ 2,000.00; and Parcel # 173GB00103, obtained by the County for \$ 422.87 with a tax value of \$ 2,000.00.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

To consider declaring the four (4) parcels of land surplus, and if so, then to have them put on the County's website for possible future purchase.

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

- ☐ Feight Heirs Commissioner Deed
- ☐ Griffith Heir Deed
- ☐ McFadden Heirs Deed



This certifies that there are no delinquent ad valorem taxes, fees, assessments or other liens which the Brunswick County Tax Collector is charged with collecting, that are a lien on Parcel Number 173GB00102 as noted by the Brunswick County Assessor's Office. This is not a certification that the parcel number matches the deed description.

FEB 06 2019 [Signature]
 Date (Asst) Tax Col. / Del. Tax Spec.

Return to Bryan Batton Type Buy
 Total 26 Rev 0 Int. ML
 Ck \$ 26 Ck # 5714 Cash \$ _____
 Refund _____ Cash \$ _____ Finance _____
☐ Portions of document are illegible due to condition of original.
☐ Document contains seals verified by original instrument that cannot be reproduced or copied.

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

STATE OF NORTH CAROLINA
 COUNTY OF BRUNSWICK

COMMISSIONER'S DEED

This Deed, made this 6th day of February, 2019, 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. Everett E. Feight, Jr. and Marta Feight, Case # 18 CVD 1556, 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 30st day of November, 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 \$ 312.89 for Parcel # 173GB00102 and \$ 422.87 for Parcel # 173GB00103, 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 \$ 312.89 for Parcel # 173GB00102 and \$ 422.87 for Parcel # 173GB00103, 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 # 173GB00102:

BEING Lot Number 55, Section Number 4, Block 403, of the plan of Boiling Spring Lakes, a map of which appears of record in Cabinet H of Maps at Page 337, Records of Brunswick County North Carolina. These lots are located in Town Creek Township.

PARCEL # 173GB00103:



B4153 P1132 02-07-2019 14:46:12.000
Brenda M. Clemmons PROP
Brunswick County, NC Register of Deeds page 2 of 2

BEING Lot Number 56, Section Number 4, Block 403, of the plan of Boiling Spring Lakes, a map of which appears of record in Cabinet H of Maps at Page 337, Records of Brunswick County North Carolina. These lots are located in Town Creek Township.

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.

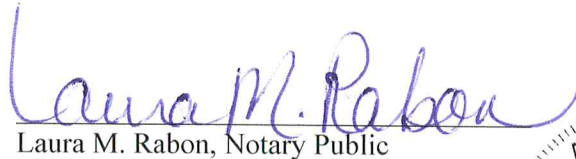
In witness whereof, Bryan W. Batton, commissioner, has hereunto set his hand and seal.

 (SEAL)
Bryan W. Batton, Commissioner

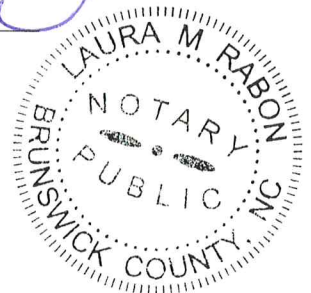
NORTH CAROLINA
BRUNSWICK COUNTY

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 6th day of February, 2019.


Laura M. Rabon, Notary Public

My commission expires: 5/22/2021.





As there are no delinquent ad-
 valorem taxes, fees, assessments or other
 liens which the Brunswick County Tax
 Collector is charged with collecting, that are a
 lien on: Parcel Number 229MB020
 as noted by the Brunswick County
 Assessor's Office. This is not a certification
 that the parcel number matches the deed
 description.
FEB 06 2019 *[Signature]*
 Tax Col. / Del. Tax Spec.

Return to Bryan Batton Type Buy
 Total 26 Rev Int. ml
 Ck \$ 26 Ck # 5713 Cash \$
 Refund Cash \$ Finance
☒ Portions of document are illegible due to condition
 of original.
☒ Document contains seals verified by original
 instrument that cannot be reproduced or copied.

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

STATE OF NORTH CAROLINA
 COUNTY OF BRUNSWICK

COMMISSIONER'S DEED

This Deed, made this 6th day of February, 2019, 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. Don Charles Eaton, et al, Case # 18 CVD 738, 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 30st day of November, 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 \$ 3,0157.13 for Parcel # 229MB020, 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 \$ 3,057.13 for Parcel #
 229MB020, 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 # 229MB020:

BEING ALL of Lot Number Two (2), Block "J", of the Ocean Pines Development,
 Surveyed and mapped by H.R. Hewett, Surveyor, a map of which appears of record
 in Map Book 5, Page 106, Office of the Register of Deeds for Brunswick County,
 North Carolina.

This is SUBJECT to the limitations, conditions and restrictions which appear on
 record in Deed Book 190, Page 176 of the Register of Deeds for Brunswick County,

North Carolina.



B4153 P1134 02-07-2019 14:46:12.001
Brenda M. Clemmons PROP
page 2 of 2

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.

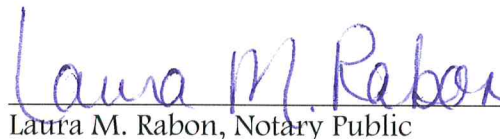
In witness whereof, Bryan W. Batton, commissioner, has hereunto set his hand and seal.

 (SEAL)
Bryan W. Batton, Commissioner

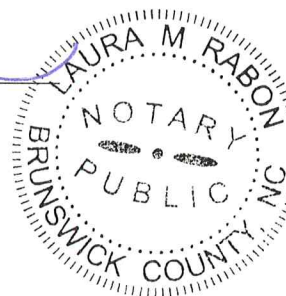
NORTH CAROLINA
BRUNSWICK COUNTY

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 6th day of February, 2019.


Laura M. Rabon, Notary Public

My commission expires: 5/22/2021.



This certifies that there are no delinquent ad valorem taxes, fees, assessments or other liens which the Brunswick County Tax Collector is charged with collecting, that are a lien on: Parcel Number 142JE011 as notated by the Brunswick County Assessor's Office. This is not a certification that the parcel number matches the deed description.

FEB 06 2019 [Signature]
Date (Asst) Tax Col. / Del. Tax Spec.



B4153 P1135 02-07-2019 14:46:12.002 PROP
Brunswick County, NC Register of Deeds page 1 of 2
Brenda M. Clemmons

Return to Bryan Batton Type Buy
2 Total 26 Rev Int.
Ck \$ 26 Ck # 3715 Cash \$
Refund Cash \$ Finance
☒ Portions of document are illegible due to condition of original.
☒ Document contains seals verified by original instrument that cannot be reproduced or copied.

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

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

COMMISSIONER'S DEED

This Deed, made this 6th day of February, 2019, 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. The Known and Unknown Heirs of Billy J. McFadden, et al, Case # 15 CVD 1713, 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 30th day of November, 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 \$ 4,035.62 for Parcel # 142JE011, 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 \$ 4,035.62 for Parcel # 142JE011, 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 # 142JE011:

BEING Lot Number 18, Section Number SIX of the plan of Boiling Spring Lakes, a map of which appears of records in Cabinet H of Maps at Page 336, Records of Brunswick County North Carolina. This lot is located in Town Creek Township.....

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.

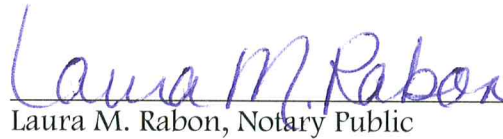
In witness whereof, Bryan W. Batton, commissioner, has hereunto set his hand and seal.


_____(SEAL)
Bryan W. Batton, Commissioner

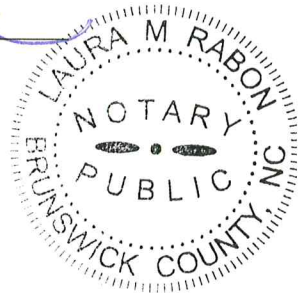
NORTH CAROLINA
BRUNSWICK COUNTY

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 6th day of February, 2019.


Laura M. Rabon, Notary Public

My commission expires: 5/22/2021.





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

From:
Julie Miller

Action Item # V. - 17.

Emergency Services - Designation of Applicant's Agent to NC Division of Emergency Management and Applicant Disaster Agreement for Hurricane Michael

Issue/Action Requested:

Request that the Board of Commissioners designate Julie Miller as the Primary Agent and Scott Garner as the Secondary Agent for Brunswick County to the NC Division of Emergency Management for the purpose of executing and filing applications for the 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 Michael.

Background/Purpose of Request:

The county is in the process of requesting reimbursement for expenditures related to Hurricane Michael.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

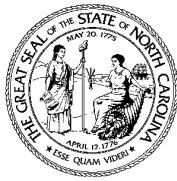
County Manager's Recommendation:

Recommend that the Board of Commissioners designate Julie Miller as the Primary Agent and Scott Garner as the Secondary Agent for Brunswick County to the NC Division of Emergency Management for the purpose of executing and filing applications for the 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 Michael.

ATTACHMENTS:

Description

- ☐ 20190218 Attach SAA DR4412 Hurricane Michael
- ☐ Designation of Applicant Agent (DAA) Hurricane Michael



North Carolina Department of Public Safety Division of Emergency Management

APPLICANT: County of Brunswick

DISASTER: Hurricane Michael

FEMA- 4412-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 Michael**, and pursuant to the Disaster Declaration made by the President of the United States numbered FEMA - 4412 - 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:

Date

BY: _____
Signature

56-6000278

Frank Williams

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

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 Director of Fiscal Operations
APPLICANT ORGANIZATION County of Brunswick	DATE SUBMITTED

North Carolina Division of Emergency Management

Brunswick County

DR-4412

2018

Month:

July

Day:

1

56 - 6000278

019 - 99019 - 00

SECONDARY AGENT

Julie A. Miller

Scott Garner

Brunswick County

Brunswick County

Director of Fiscal Operations

Deputy Director Emergency Management

Post Office Box 249



Post Office Box 249



Bolivia, NC 28422

Bolivia, NC 28422

(910) 253-2067

(910) 253-2577

(910) 253-5307

(910) 253-4451

(910) 279-3456

(910) 515-4900

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

Frank Williams, Chairman

Andrea White

Clerk

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 _____ day of _____, 20____.

Date: _____

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

February 18, 2019

Action Item # V. - 18.

From:

Brigit Flora, PE, Stormwater
Engineer/Project Manager

Engineering - Brunswick County Complex Concrete Pipe Project

Issue/Action Requested:

Request that the Board of Commissioners approve a contract with Carmichael Construction in the amount of \$149,523.75 for the replacement of 48-inch corrugated metal pipe with 48-inch reinforced concrete pipe in preparation for construction of the Courthouse Parking Lot.

Background/Purpose of Request:

In preparation for bidding out and constructing the Courthouse Parking Lot it was determined that replacing an old existing and damaged 48-inch Corrugated Metal Pipe with new 48-inch Reinforced Concrete Pipe was necessary. Originally, Operation Services planned to complete the job and gave an Opinion of Probable Cost of \$140,000 including materials, labor and equipment rental.

After further investigation the pipe was determined to be much deeper and much closer to existing utilities than originally thought. In addition, due to failures in the existing pipe the length of the new pipe to be installed was increased. It was determined that informally bidding the job out to a local contractor was the better way to move forward.

The County has already bought the materials so the informal bid includes all labor, equipment, washed stone for pipe bedding, trench boxes, dewatering if needed, silt fence and other erosion control measures, temporary sanitary facilities, and all other miscellaneous items required to install 900 LF of new 48-inch RCP stormwater drainage pipe with approximately 350 LF of existing 48-inch CMP to be crushed in place.

To date the County has spent \$77,176.54 on the materials which leaves approximately \$72,823.46 left from the original appropriation of \$150,000 for the project. Based on the new circumstances, and additional pipe to complete the job, the new in house Opinion of Probable Cost to complete the project was estimated to be \$132,000, not including the pipe already purchased by the County.

The County informally bid the project and received four bids from local contractors. The lowest bid was \$149,523.75 from Carmichael Construction.

In summary, staff recommends that the Board of Commissioners approve a budget amendment to increase the original appropriated amount of \$150,000 by \$80,000 to fund the use of a local contractor rather than Operation Services to complete the construction. Staff also recommends the Chairman execute the Notice of Award and the Contract to Carmichael Construction in the amount of \$149,523.75.

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 \$80,000 in designated funds in the

reserve to the project.

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve a contract with Carmichael Construction in the amount of \$149,523.75 for the replacement of 48-inch corrugated metal pipe with 48-inch reinforced concrete pipe in preparation for construction of the Courthouse Parking Lot.

ATTACHMENTS:

Description

- ☐ 48-inch CMP Replacement Project Certified Bid Tab
- ☐ 48-inch CMP Replacement Project Notice of Award
- ☐ 20190218 Budget Amendment Courthouse Parking Lot
- ☐ 20190218 CPO Courthouse Parking Lot

Brunswick County Engineering Department

48-Inch Corrugated Metal Pipe Replacement with 48-inch Reinforced Concrete Pipe

Bid Opening (Informal)

January 24, 2019 @ 3pm

Bidder	License #	Bid Bond	MBE	Addend #1	Addend #2	Bid Amt	Select Fill Unit Cost
L. M. McLamb Construction	Did not bid					\$	/ cu.Yd.
J. P. Russ & Son Construction	43804	Yes	Yes	Yes	Yes	\$ 311, 500.00	\$ 20 / cu. Yd.
State Utilities Construction	17793	Yes	Yes	Yes	Yes	\$ 261,250.00	\$ 75 / cu. Yd.
Carmichael Construction	10584	Yes	Yes	Yes	Yes	\$ 149,523.75	\$ 27 / cu. Yd.
Steve Simmons Construction	65077	Yes	Yes	Yes	Yes	\$ 180,000.00	\$ 20 /cu. Yd.

Bid Opening Conducted by and Certified by:

Brigit Flora, P.E.- County Stormwater Engineer / Administrator

Brunswick County Engineering Department

Brigit Flora / January 24, 2019

Brigit Flora, P.E.

Date

NOTICE OF AWARD

Dated February 18, 20 19

To: Carmichael Construction Company Inc.
(BIDDER)

Address: PO Box 11029
Southport, NC 28461

Owner: BRUNSWICK COUNTY

Owner's Contract No. N/A

Project: Brunswick County 48-inch CMP Replacement Project

(Insert Name of Contract as it Appears in the Construction Documents)

You are hereby notified that your bid dated January 24, 20 19 for the above described project has been considered and has been accepted by the Owner.

The amount of your Contract is: One Hundred Forty-Nine Thousand Five Hundred Twenty-Three Dollars and Seventy-Five Cents

_____ Dollars (\$ 149,523.75)

Enclosed with this Notice of Award are the following:

- 4 Form of Construction Contract
- 4 Form of Construction Performance Bond, Form of Construction Payment Bond, Certificate of Insurance

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, that is by:

March 8, 20 19

1. You must deliver to the Owner 4 fully executed counterparts of the Contract. Each of the Documents must bear your signature.
2. You must deliver to the Owner 4 each of the fully executed Performance Bond, Payment Bond and Certificate of Insurance. Each of the Documents must bear your signature.
3. List other condition precedents:

None

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

After you have satisfactorily complied with the above conditions, Owner will return to you one (1) fully signed counterpart of the Contract.

BRUNSWICK COUNTY

(OWNER)

By: _____

(AUTHORIZED SIGNATURE)

Frank Williams

Chairman, Board of Commissioners

(TITLE)

ACCEPTANCE OF AWARD

Carmichael Construction Company Inc.

(CONTRACTOR)

By: _____

(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

Request Info	
Type	Budget Amendment
Description	Courthouse Parking Lot
Justification	Board Meeting 02/18/2018-Transfer \$80,000 of additional funding designated for the courthouse parking lot to the project for award of contract with Carmichael Construction for the replacement of 48-inch corrugated metal pipe with a 48-inch reinforced concrete pipe in preparation for construction of courthouse parking lot.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
439801	398110	Interfund Trans Co Cap Reserve	Trans Frm General Fund	-80000	Decrease	Debit
439801	464204	Interfund Trans Co Cap Reserve	New Courthouse Future Cap Imp	-80000	Decrease	Credit
438189	398110	Admin/Courthouse Parking Lot	Trans Frm General Fund	80000	Increase	Credit
438189	464002	Admin/Courthouse Parking Lot	Construction	80000	Increase	Debit

Total	
Grand Total:	0

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

**Courthouse Parking Lot
(438189)**

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

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

County Capital Projects Fund:

Revenues:

Miscellaneous Revenues	0
Transfer from General Fund	<u>287,370</u>
Total County Capital Project Revenues	\$ 287,370

Expenditures:

Arch/Eng/Legal	57,370
Construction	<u>230,000</u>
Total County Capital Project Expenditures	\$ 287,370

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

Current Funds Appropriated	\$ 287,370
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Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$ 287,370
--------------------------------------	------------

Section 4. This Capital Project Ordinance shall be entered into the minutes of the February 18, 2019 meeting of the Brunswick County Board of Commissioners.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

Action Item # V. - 19.
Finance - Fiscal Items

From:
Julie A. Miller

Issue/Action Requested:

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

-Northwest Water Treatment Plant Additional Sludge Disposal Budget Amendment

Appropriate water wholesale revenue in the amount of \$330,000 for increased sludge disposal. As part of the water treatment process, particulate matter is removed from the treated water and disposed of as sludge. The Northwest Water Treatment Plant has produced more sludge or solids than anticipated for fiscal year 2019 due to turbid water in the Cape Fear River from excessive rain throughout the year but especially around the period following Hurricane Florence. Annual average sludge production has been about 1,000 dry tons per year; we are currently at 853 dry tons through half of the year. Based on historical sludge amounts during wet years, it is estimated that another 600 tons of sludge at \$549 per ton for a total of \$330,000 will be needed in excess of current available funds.

-Operation Services Insurance Proceeds Budget Amendment

Appropriate \$650 of insurance proceeds for mold assessment of Administration Building.

-Sewer Reallocation of South Brunswick Water and Sewer Authority "SBWASA" Funds

The county received \$137,777.11 from the SBWASA bankruptcy settlement in May 2007. A few years ago, a portion of these funds were used to assist eligible homeowners to connect to the sewer system within the Sunset Beach Sewer Assessment District. Funds remaining from the SBWASA settlement are \$31,791. As part of the settlement agreement, these funds must be used in the area formerly serviced by SBWASA. Four (4) properties were assessed as part of the Calabash Sewer Assessment District that are not able to connect to the system. Approval is requested to use the remaining funds for the construction and engineering needed to provide sewer to those four (4) properties.

-Airport Grant 36244.58.11.1 Grant Agreement, Resolution, and Grant Ordinance

Approve and authorize the chairman to sign the grant agreement and resolutions for airport grant 36244.58.11.1 in the amount of \$80,734 with a local match \$8,971. The grant and local match were approved on the November 7, 2016 Board of Commissioners meeting under grant 36244.58.8.3. This agreement transfers existing funding with no additional funding approved and provides NCDOT work authorization for design, bid and permitting of new corporate hanger on west side under grant number 36244.58.11.1.

-Sheriff's Office Gifts and Memorials Budget Amendment

Appropriate \$8,000 of gifts and memorials revenue for special projects to cover the fall festival and tidings of joy programs.

-DARE Revenues Budget Amendment

Appropriate \$4,000 of miscellaneous DARE revenue for the purchase of DARE lion "Daren" costume.

-Financial Reports for January 2019 (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:

Approved By County Attorney:

Yes

County Manager's Recommendation:

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

ATTACHMENTS:

Description

- ▣ 20190204 Budget Amendment Additional Sludge Hauling Costs
- ▣ 20190204 Budget Amendment Operation Services Insurance Proceeds
- ▣ 20190218 Attach Grant Agreement_SUT_36244.58.11.1
- ▣ 20190218 CPO Airport Grants
- ▣ 20190218 Budget Amendment Gifts and Memorials Revenue
- ▣ 20190218 Budget Amendment DARE Costume
- ▣ January Monthly Financial Statements

Request Info	
Type	Budget Amendment
Description	Additional Sludge Hauling Costs
Justification	Board Meeting 2/4/2019-Appropriate \$330,000 of water wholesale revenue for additional sludge disposal due to the production of more sludge from excessive rains for fiscal year 2019.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
617110	371317	Water - Administration	Water Sales-Wholesale	330000	Increase	Credit
617120	439900	NW Water Treatment Plant	Contract Services	330000	Increase	Debit

Total	
Grand Total:	660000

Request Info	
Type	Budget Amendment
Description	Operation Services Insurance Proceeds
Justification	Board Meeting 2/4/2019-Appropriate \$650 of insurance proceeds for mold assessment of Administration Building.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104280	383913	Operation Services	Insurance Refund	650	Increase	Credit
104280	439900	Operation Services	Contract Services	650	Increase	Debit

Total	
Grand Total:	1300

GRANT AGREEMENT

STATE AID TO AIRPORTS

AIRPORT: **CAPE FEAR REGIONAL**

BETWEEN

THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA

AND

PROJECT NO: **36244.58.11.1**

BRUNSWICK COUNTY

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **BRUNSWICK COUNTY**, the public agency owning the **CAPE FEAR REGIONAL JETPORT** (hereinafter referred to as "Sponsor").

This agreement shall be effective on _____ day of _____, 20____ and shall terminate on **1st** day of **JULY 2020** with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the AV-501/AV-504 of the project's Request for Aid (RFA) Application are authorized.

WITNESSETH

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

WHEREAS, the Sponsor has made a formal application dated **JANUARY 24, 2019** to the Division of Aviation ("Division") for State Financial Aid funds for the **CAPE FEAR REGIONAL JETPORT**; and

WHEREAS, a grant in the amount of **\$80,734** not to exceed **90 percent** of the final, eligible project costs of **\$89,705** subject to the conditions and limitations herein; and

WHEREAS, the Agreement of State Financial Aid funds will be used for the following approved project:

CORPORATE HANGAR (design)

WHEREAS, pursuant to NC GS 63-68 (2), the Division may, in its discretion, conduct safety projects or programs to improve the safety and planning of the air transportation system.

NOW THEREFORE, the Sponsor and the Division of Aviation (“Division”) do mutually hereby agree as follows:

1) Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Department, except that an extension of time and/or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

2) The Sponsor agrees to comply and assures the compliance by each of its third-party contractors and subrecipients at any tier, with the provisions of G.S. § 143-59.2, “Certain vendors prohibited from contracting with State.” G.S. § 133-32 and Executive Order 024 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 Agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted or promised by any employees of your organization. This prohibition covers those vendors and contractors who:

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

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

4) The Sponsor agrees to comply with the “Sponsor's Assurances” contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor's Assurances or this Agreement.

5) The Sponsor agrees to adhere to the standards and procedures contained in the *North Carolina Airports Program Guidance Handbook*.

APPENDIX A6.4.1
TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX A6.4.2
TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the *North Carolina Department of Transportation (NCDOT)* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in **(Exhibit A attached hereto or other exhibit describing the transferred property)** and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *North Carolina Department of Transportation (NCDOT)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *NCDOT*, its successors and assigns.

The *NCDOT*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *NCDOT* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX A6.4.3

TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances:

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.4

TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.5

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

THE PARTIES BY LEGALLY BINDING SIGNATURE BELOW HEREBY EXECUTE THIS GRANT AGREEMENT
THE DAY AND YEAR FIRST WRITTEN BELOW:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: _____(SEAL)
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: _____

AUTHORIZED SIGNATURE FOR SPONSOR

(Approving Authority Board Member or Local Governing Official):

SIGNED: _____(SEAL)

TITLE: _____

DATE: _____

AUTHORIZED SIGNATURE FOR CO-SPONSOR (if Required)

(Approving Authority Board Member or Local Governing Official):

SIGNED: _____(SEAL)

TITLE: _____

DATE: _____

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

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

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public per G.S. § 63-65.

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

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

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

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

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

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

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. It is the policy of this State to encourage and promote participation by the Disadvantaged Business Enterprise Program (MBE and WBE) in contracts let by the Department pursuant to G.S. § 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure DBE's have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The Sponsor assures and certifies with respect to this Agreement that they will pursue these requirements as stipulated by the Department in the advertising, award, and administration of all contracts, and require the same for all contractors, subrecipients, or subcontractors. The DBE Program is governed by G.S. § 136-28.4 and administered in accordance with Title 19A Chapter 02 Subchapter D Section .1101 - .1112 of the North Carolina Administrative Code.

B-2. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Division prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" form for undertaking the project. All plans (and alternate) shall be supported by engineer's report. A list of deliverables from the Sponsor to the Division will be communicated with the Airport Project Manager.

B-3. Bids will be taken in accordance with G.S. § 143-129. The Division will approve or disapprove the Sponsor's request to employ a specific contractor. Sponsor will be directly notified of approval.

B-4. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-5. Unless otherwise approved by the Division, the Sponsor shall not commence construction or award construction contracts on the project until a "Grant Execution and Notice to Proceed" is provided by the Division.

B-6. The Sponsor shall submit to the Division quarterly status reports (AV-502) according to the following schedule for periods ending: March 31, June 30, September 30 and December 31.

B-7. The Sponsor shall notify the Division of any significant issues, meetings, audits, or inspections concerning this project involving the Sponsor, contractor(s), consultant(s), and/or any interested parties.

B-8. The Sponsor shall notify the Division within thirty (30) days of completion of all work performed under this Agreement.

B-9. It is the policy of the Department not to award funds to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no state funds will be provided for any work

performed by the contractor(s) or sub-contractor(s) which have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of Sponsor to ensure that only properly qualified contractors are given construction contracts for work.

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

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all project costs incurred under this Agreement. All records and documentation in support of the project costs must be identifiable as relating to the project and must be allowable costs only. Allowable costs are defined as those costs which are allowable under this Agreement and the approved project budget. Acceptable items of work are those referenced in the *North Carolina Airports - Program Guidance Handbook* and North Carolina General Statutes.

C-2. The Sponsor shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Sponsor shall make such materials available at its office at all reasonable times during the contract period and for five (5) years from the date of final payment under this Agreement for inspection and audit by the Division.

C-3. In accordance with the Compliance Supplement based on the requirements of the 1996 Amendments and 2 CFR Part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Sponsor shall arrange for an independent financial and compliance audit of its fiscal operations. The Sponsor shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the audit report, but not later than nine (9) months after the Sponsor's fiscal year ends.

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

A. Payments from the Division to the Sponsor are made on an advance or a reimbursement basis.

B. If an advance payment is received, the Sponsor must pay all contractors/vendors within 3 business days of receipt of the Division's advance payment and provide proof payment.

C. Reimbursement must be requested by the Sponsor within 60 days after issuing payment to the vendor. If the expense was incurred before the agreement was executed and was in the approved project budget, reimbursement must be requested within 60 days of an approved grant agreement.

C-5. The Sponsor may make application to the Division for a corresponding increase if, after the acceptance of the project by the Division, the final State share of approved eligible project costs is more than the amount of State funds obligated for the project. This increase will be considered for funding in accordance with their relative priority versus other applications for available State funds. The Division's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Division for any payment above this amount unless and until the Sponsor receives notice of availability confirmed in a written modification by the Division.

SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION

- D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.
- D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.
- D-3. The acquisition cost of each parcel, building, or other real property acquired with state financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.
- D-4. For each parcel, building, or real property, fair market value shall be established by an appraisal, completed by a competent NCDOT approved appraiser and an appraisal review, completed by an NCDOT staff reviewer or outsourced by the NCDOT to a competent consultant appraisal reviewer. For complex acquisitions, estimated claims over \$1,000,000 or estimated claims with over \$250,000 in damages, fair market value shall be established by two appraisals: one original appraisal and one review appraisal. In such cases, all other provisions of this Section shall apply.
- D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.
- D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.
- D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.
- D-8. Negotiated values above the fair market value shall not be eligible for state funds unless, prior to the final agreement for acquisition, the Sponsor has received the approval of the Department for paying such negotiated values in lieu of the appraised fair market value.
- D-9. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

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

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

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

Airport Grant Project Fund:

Revenues:

36237.45.13.2	3,031,885
36237.45.14.1	449,252
36237.45.15.2	899,841
36237.45.16.1	21,508
36244.58.4.1	62,000
36237.45.10.2	513,265
36237.45.10.3	409,235
36237.45.10.1	150,000
36244.58.5.1	2,853,811
36237.45.11.1	288,401
36244.58.6.1	2,814,516
36237.45.10.4	172,359
36237.45.13.1	229,592
36244.58.7.1	85,000
36237.45.15.1	201,656
46333.1.1	117,112
46333.2.1	251,281
36244.58.8.3	1,022,602
36244.58.10.1	1,276,182
36244.58.10.2	2,000,000
36244.58.10.3	1,120,482
36244.58.10.4	257,400
36244.58.9.1	800,000
36244.58.11.1	80,734
Transfer from General Fund	2,725,164
Total Airport Grant Capital Project Fund Revenues	\$ 21,833,278

Expenditures:

36237.45.13.2	3,031,885
36237.45.14.1	449,252
36237.45.15.2	899,911
36237.45.16.1	21,508
36244.58.4.1	62,000
36237.45.10.2	528,873
36237.45.10.3	409,235
36237.45.10.1	150,000
36244.58.5.1	2,853,811
36237.45.11.1	288,401
36244.58.6.1	2,814,516
36237.45.10.4	172,359
36237.45.13.1	229,592
36244.58.7.1	85,000
36237.45.15.1	209,467
46333.1.1	117,112
46333.2.1	251,281
36244.58.8.3	1,108,032
36244.58.10.1	1,345,248
36244.58.10.2	2,000,000
36244.58.9.1	888,000

36244.58.10.3	1,244,982
36244.58.10.4	286,000
36244.58.11.1	89,705
Miscellaneous Expense	85,236
Land	<u>2,211,872</u>
Total Airport Grant Capital Project Fund Expenditures	21,833,278

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

Current Funds Appropriated	\$	2,725,164
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Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$	2,725,164
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the February 18, 2019 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	Gifts and Memorials Revenue
Justification	Board Meeting 2/18/2019-Appropriate \$8,000 of gifts and memorials revenue for special projects to cover the fall festival and tidings of joy programs.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	383303	Sheriff's Office	Gifts and Memorials	8000	Increase	Credit
104310	423104	Sheriff's Office	Special Projects	8000	Increase	Debit

Total	
Grand Total:	16000

Request Info	
Type	Budget Amendment
Description	DARE Costume
Justification	Board Meeting 2/18/2019-Appropriate \$4,000 of miscellaneous DARE revenue for the purchase of DARE lion "Daren" costume.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	383306	Sheriff's Office	Misc Rev-DARE Camp	4000	Increase	Credit
104310	426200	Sheriff's Office	Operating Equip \$500 - \$4 999	4000	Increase	Debit

Total	
Grand Total:	8000

COUNTY OF BRUNSWICK NORTH CAROLINA

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

FOR THE PERIOD ENDED JANUARY 31, 2019



COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

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COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

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Summary Information for General and Enterprise Funds as of January 31, 2019:

General Fund:

- Total revenues for the General Fund are \$151.3 million for an increase of \$5.4 million or 3.7% over the same period in the prior year. The main reason for this is a \$1.0 million increase in solid waste fees, \$0.5 million increase in Sales Tax and a \$4.0 million increase in Ad Valorem collections. Total revenues collected are 75.5% of the amended budget for the fiscal year.
- Total expenditures for the General Fund are \$110.7 million and are 53.7% of the current budget. Total expenditures are more than the expenditures of the same period in the prior year by \$12.8 million or 13.0%. This is a result of a Public Safety increase of \$6.6 million including a software purchase in the amount of \$1.0 million, and a \$1.8 million increase in education which is driven by the increase in property tax. In addition, there was an increase of \$8.5 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 \$2.8 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 \$37.9 million for the current period end compared to more than by \$46.8 million at the end of the same period of the prior year.

Water Fund:

- Total revenues for the Water Fund decreased \$0.5 million under the same period in the prior year to \$15.2 million. This is a result of Industrial sales decrease of 10.8% or \$0.2 million, irrigation sales decrease of 14.5% or \$0.3 million, and restricted intergovernmental revenue decrease of \$0.2 million under the same period in the prior year. This is partially offset by an increase in base service charge revenues of 3.7% or \$0.1 million. Total revenues are 55.3% of the amended budget for the fiscal year.
- Total expenditures for the Water Fund are \$11.9 million and are 46.7% of current budget. Expenditures increased 14.8% or \$1.5 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 \$2.5 million compared to greater than by \$4.7 million in the same period of the prior year.

Wastewater Fund:

- Total revenues for the Wastewater Fund increased 7.4% over the same period in the prior year to \$15.0 million. Retail wastewater sales slightly increased to \$6.0 million in comparison with the prior year of \$5.8 million while capital recovery revenue decreased by \$0.3 million or 15.2%. Wholesale sales increased \$0.8 million over the same period in the prior year mainly due to increased flow and rate changes. Total revenues are 61.7% of the amended budget for the fiscal year.
- Total expenditures for the Wastewater Fund increased 24.1% over the same period in the prior year at \$10.8 million. This is mainly a result of expenditure increases from Hurricane Florence with expected reimbursement. Total expenditures are 36.3% of the budget for the fiscal year.
- Net transfers from 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 \$4.2 million compared to greater than by \$6.1 million in the same period of the prior year.

COUNTY OF BRUNSWICK, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS

JANUARY 31, 2019

	Major Funds			Non Major	Total
	General	County Capital Project	Education Capital Project	Governmental Funds	Governmental Funds
Assets:					
Cash and cash equivalents/investments	\$ 118,525,002	\$ 26,370,403	\$ 12,692,287	\$ 1,997,521	\$ 159,585,213
Restricted cash and investments	1,638,825	-	42,674,593	-	44,313,418
Interest receivable	30,331	9,461	3,947	698	44,437
Taxes receivable - net	6,769,433	-	-	-	6,769,433
Receivables - net	1,032,442	-	-	-	1,032,442
Other governmental agencies	416,712	28,922	42,251	-	487,885
Due from other funds	4,892	-	-	-	4,892
Prepaid expenditures	64,000	-	-	-	64,000
Total assets	<u>\$ 128,481,637</u>	<u>\$ 26,408,786</u>	<u>\$ 55,413,078</u>	<u>\$ 1,998,219</u>	<u>\$ 212,301,720</u>
Liabilities:					
Accounts payable and other liabilities	\$ 7,690,864	\$ 78,594	\$ -	\$ 38,613	\$ 7,808,071
Due to other funds	-	-	-	4,892	4,892
Total liabilities	<u>7,690,864</u>	<u>78,594</u>	<u>-</u>	<u>43,505</u>	<u>7,812,963</u>
Deferred Inflows of Resources:	<u>7,039,674</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,039,674</u>
Fund Balances:					
Nonspendable	64,000	-	-	-	64,000
Restricted:					
Stabilization by State Statute	8,466,506	-	-	698	8,467,204
Restricted - other	4,739,343	-	42,674,593	1,958,908	49,372,844
Committed	214,566	26,330,192	12,738,485	-	39,283,243
Assigned	2,522,556	-	-	-	2,522,556
Unassigned	97,744,128	-	-	(4,892)	97,739,236
Total fund balances	<u>113,751,099</u>	<u>26,330,192</u>	<u>55,413,078</u>	<u>1,954,714</u>	<u>197,449,083</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 128,481,637</u>	<u>\$ 26,408,786</u>	<u>\$ 55,413,078</u>	<u>\$ 1,998,219</u>	<u>\$ 212,301,720</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND
BALANCES - GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED JANUARY 31, 2019

	Major Funds			Non Major	Total
	County	Education		Governmental	Governmental
	Capital	Capital		Funds	Funds
	General	Project	Project		
Revenues:					
Ad valorem taxes	\$ 117,930,420	\$ -	\$ -	\$ -	\$ 117,930,420
Local option sales taxes	11,627,749	-	-	-	11,627,749
Other taxes and licenses	3,135,277	-	-	-	3,135,277
Unrestricted intergovernmental revenues	183,251	-	-	-	183,251
Restricted intergovernmental revenues	7,453,890	750,297	-	362,042	8,566,229
Permits and fees	2,683,470	-	-	82,365	2,765,835
Sales and services	7,080,202	-	-	-	7,080,202
Investment earnings	409,048	131,335	624,669	9,780	1,174,832
Other	839,444	11,784	-	-	851,228
Total revenues	<u>151,342,751</u>	<u>893,416</u>	<u>624,669</u>	<u>454,187</u>	<u>153,315,023</u>
Expenditures:					
Current:					
General government	7,052,954	106,904	-	173,897	7,333,755
Public safety	29,635,504	-	-	236,963	29,872,467
Central services	14,461,760	-	-	-	14,461,760
Human services	14,736,445	-	-	-	14,736,445
Transportation	416,828	1,255,698	-	-	1,672,526
Environmental protection	10,135,514	-	-	-	10,135,514
Culture and recreation	2,548,310	3,001,995	-	-	5,550,305
Economic and physical development	3,783,670	-	-	-	3,783,670
Education	26,468,713	-	10,821,283	-	37,289,996
Debt Service:					
Principal retirement	163,460	-	-	-	163,460
Interest and fiscal charges	1,278,849	-	-	-	1,278,849
Total expenditures	<u>110,682,007</u>	<u>4,364,597</u>	<u>10,821,283</u>	<u>410,860</u>	<u>126,278,747</u>
Revenues over (under) expenditures	<u>40,660,744</u>	<u>(3,471,181)</u>	<u>(10,196,614)</u>	<u>43,327</u>	<u>27,036,276</u>
Other Financing Sources (Uses):					
Transfers from other funds	-	2,550,000	264,190	-	2,814,190
Transfers to other funds	(2,814,190)	-	-	-	(2,814,190)
Total other financing sources (uses)	<u>(2,814,190)</u>	<u>2,550,000</u>	<u>264,190</u>	<u>-</u>	<u>-</u>
Net change in fund balance	37,846,554	(921,181)	(9,932,424)	43,327	27,036,276
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>\$ 113,751,099</u>	<u>\$ 26,330,192</u>	<u>\$ 55,413,078</u>	<u>\$ 1,954,714</u>	<u>\$ 197,449,083</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2019

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad valorem taxes	\$ 124,680,301	\$ 124,680,301	\$ 117,930,420	\$ (6,749,881)
Local option sales taxes	24,754,123	24,754,123	11,627,749	(13,126,374)
Other taxes and licenses	4,653,000	4,653,000	3,135,277	(1,517,723)
Unrestricted intergovernmental revenues	2,803,000	2,859,275	183,251	(2,676,024)
Restricted intergovernmental revenues	14,946,377	26,750,632	7,453,890	(19,296,742)
Permits and fees	3,766,110	3,998,110	2,683,470	(1,314,640)
Sales and services	10,490,126	11,353,124	7,080,202	(4,272,922)
Investment earnings	200,650	200,650	409,048	208,398
Other	1,239,737	1,274,856	839,444	(435,412)
Total revenues	<u>187,533,424</u>	<u>200,524,071</u>	<u>151,342,751</u>	<u>(49,181,320)</u>
Expenditures:				
Current:				
General government	12,627,455	12,267,668	7,052,954	5,214,714
Central services	18,217,759	29,345,823	14,461,760	14,884,063
Public safety	42,054,707	47,417,252	29,635,504	17,781,748
Transportation	155,638	450,725	416,828	33,897
Environmental protection	16,517,895	17,209,534	10,135,514	7,074,020
Economic and physical development	8,403,456	8,622,846	3,783,670	4,839,176
Human services	25,821,130	27,134,363	14,736,445	12,397,918
Education	45,156,145	45,245,342	26,468,713	18,776,629
Culture and recreation	4,967,868	5,050,842	2,548,310	2,502,532
Debt Service:				
Principal retirement	11,233,462	11,233,462	163,460	11,070,002
Interest and fiscal charges	2,227,245	2,227,245	1,278,849	948,396
Total expenditures	<u>187,382,760</u>	<u>206,205,102</u>	<u>110,682,007</u>	<u>95,523,095</u>
Revenues over (under) expenditures	<u>150,664</u>	<u>(5,681,031)</u>	<u>40,660,744</u>	<u>46,341,775</u>
Other Financing Sources (Uses):				
Transfers to other funds	(5,136,275)	(6,936,275)	(2,814,190)	4,122,085
Appropriated fund balance	4,985,611	12,617,306	-	(12,617,306)
Total other financing sources (uses)	<u>(150,664)</u>	<u>5,681,031</u>	<u>(2,814,190)</u>	<u>(8,495,221)</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ -</u>	37,846,554	<u>\$ 37,846,554</u>
Fund balance, beginning of year			75,904,545	
Fund balance, end of year			<u>\$ 113,751,099</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2019 AND THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	January 31, 2019	Variance Positive (Negative)	% of Budget	June 30, 2018	January 31, 2018
Revenues:							
Ad Valorem Taxes:							
Current year taxes	\$ 121,680,301	\$ 121,680,301	\$ 115,163,136	\$ (6,517,165)	95%	\$ 119,563,911	\$ 111,343,435
Prior year taxes	2,300,000	2,300,000	2,215,243	(84,757)	96%	3,552,078	2,053,090
Penalties and interest	700,000	700,000	552,041	(147,959)	79%	1,202,750	577,124
	<u>124,680,301</u>	<u>124,680,301</u>	<u>117,930,420</u>	<u>(6,749,881)</u>	95%	<u>124,318,739</u>	<u>113,973,649</u>
Local Option Sales Taxes:							
Article 39 (1%)	10,279,739	10,279,739	5,073,175	(5,206,564)	49%	9,873,781	4,950,030
Article 40 (1/2%)	7,447,570	7,447,570	3,227,131	(4,220,439)	43%	7,304,257	3,001,086
Article 42 (1/2%)	7,026,814	7,026,814	3,327,443	(3,699,371)	47%	6,808,632	3,188,267
	<u>24,754,123</u>	<u>24,754,123</u>	<u>11,627,749</u>	<u>(13,126,374)</u>	47%	<u>23,986,670</u>	<u>11,139,383</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	2,022,018	(877,982)	70%	4,098,218	2,223,378
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	1,034,741	(465,259)	69%	1,589,493	976,867
	<u>4,653,000</u>	<u>4,653,000</u>	<u>3,135,277</u>	<u>(1,517,723)</u>	67%	<u>6,006,050</u>	<u>3,273,829</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	183,251	71,976	165%	457,192	109,626
	<u>2,803,000</u>	<u>2,859,275</u>	<u>183,251</u>	<u>(2,676,024)</u>	6%	<u>3,767,405</u>	<u>109,626</u>
Restricted Intergovernmental:							
State and federal grant	14,811,375	26,615,630	7,366,361	(19,249,269)	28%	15,746,989	8,236,376
ARRA federal grant	3,002	3,002	1,524	(1,478)	51%	4,565	2,279
Court facility fees	120,000	120,000	62,147	(57,853)	52%	142,660	67,538
Payments in lieu of taxes	-	-	-	-	na	4,078	-
ABC education requirement	-	-	10,501	10,501	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	4,838	(5,162)	48%	36,511	19,891
	<u>14,946,377</u>	<u>26,750,632</u>	<u>7,453,890</u>	<u>(19,296,742)</u>	28%	<u>15,952,297</u>	<u>8,343,578</u>
Permits and Fees:							
Blding inspections and permits	1,960,000	2,192,000	1,641,742	(550,258)	75%	2,562,266	1,408,368
Recording fees	770,000	770,000	425,246	(344,754)	55%	823,478	467,470
Fire inspection fees	75,000	75,000	45,752	(29,248)	61%	100,500	34,490
Concealed handgun permit	175,000	175,000	105,305	(69,695)	60%	194,825	97,420
Other permit and fees	786,110	786,110	465,425	(320,685)	59%	1,023,205	623,605
	<u>3,766,110</u>	<u>3,998,110</u>	<u>2,683,470</u>	<u>(1,314,640)</u>	67%	<u>4,704,274</u>	<u>2,631,353</u>
Sales and Services:							
Solid waste fees	2,250,000	2,910,000	2,336,939	(573,061)	80%	2,563,102	1,315,763
School resource officer reimb.	1,355,765	1,447,763	708,553	(739,210)	49%	1,276,771	315,677
Rents	13,930	13,930	8,295	(5,635)	60%	15,582	9,778
EMS Charges	3,959,578	3,959,578	2,165,658	(1,793,920)	55%	4,061,015	2,229,895
Public health user fees	832,500	832,500	395,724	(436,776)	48%	871,497	502,716
Sheriff animal prot. serv. fees	125,000	125,000	58,624	(66,376)	47%	86,133	49,707
Social services fees	65,500	65,500	31,429	(34,071)	48%	67,394	36,888
Public housing fees	38,953	38,953	3,189	(35,764)	8%	4,176	1,783
Tax collection fees	228,000	228,000	237,973	9,973	104%	256,179	231,565
Other sales and services	929,050	1,040,050	770,758	(269,292)	74%	1,162,227	607,631
Register of deeds	337,500	337,500	183,112	(154,388)	54%	338,798	189,638

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2019 AND THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>January 31, 2019</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2018</u>	<u>January 31, 2018</u>
Sales and Services (continued):							
Marriage licenses	55,500	55,500	28,334	(27,166)	51%	52,868	31,617
Recreation services	298,850	298,850	151,614	(147,236)	51%	290,068	188,112
	<u>10,490,126</u>	<u>11,353,124</u>	<u>7,080,202</u>	<u>(4,272,922)</u>	62%	<u>11,045,810</u>	<u>5,710,770</u>
Investment earnings	<u>200,650</u>	<u>200,650</u>	<u>409,048</u>	<u>208,398</u>	204%	<u>467,170</u>	<u>208,860</u>
Other:							
Tax refunds - sales and gas tax	1,100	1,100	-	(1,100)	0%	752	752
ABC bottles taxes	45,000	45,000	33,819	(11,181)	75%	63,582	32,918
Cnty Brd of Alcohol Control	24,000	24,000	13,500	(10,500)	56%	24,000	12,000
Contributions	8,500	39,236	57,627	18,391	147%	50,641	34,512
Other revenues	1,161,137	1,165,520	734,498	(431,022)	63%	1,917,352	518,150
	<u>1,239,737</u>	<u>1,274,856</u>	<u>839,444</u>	<u>(435,412)</u>	66%	<u>2,056,327</u>	<u>598,332</u>
Total revenues	<u>187,533,424</u>	<u>200,524,071</u>	<u>151,342,751</u>	<u>(49,181,320)</u>	75%	<u>192,304,742</u>	<u>145,989,380</u>
Expenditures:							
General Government:							
Governing Body:							
Salaries	170,402	170,402	105,144	65,258	62%	182,311	110,239
Fringe benefits	70,546	70,546	26,039	44,507	37%	25,298	17,217
Operating costs	59,495	59,495	43,023	16,472	72%	62,789	36,137
	<u>300,443</u>	<u>300,443</u>	<u>174,206</u>	<u>126,237</u>	58%	<u>270,398</u>	<u>163,593</u>
County Administration:							
Salaries	674,164	701,805	451,695	250,110	64%	594,573	342,078
Fringe benefits	199,673	203,987	121,113	82,874	59%	173,803	97,660
Operating costs	25,480	25,480	11,633	13,847	46%	17,274	9,418
	<u>899,317</u>	<u>931,272</u>	<u>584,441</u>	<u>346,831</u>	63%	<u>785,650</u>	<u>449,156</u>
Human Resources:							
Salaries	322,274	322,274	201,462	120,812	63%	318,818	188,031
Fringe benefits	109,551	109,551	64,561	44,990	59%	110,054	64,318
Operating costs	11,100	11,100	3,763	7,337	34%	4,894	2,672
	<u>442,925</u>	<u>442,925</u>	<u>269,786</u>	<u>173,139</u>	61%	<u>433,766</u>	<u>255,021</u>
Finance:							
Salaries	818,574	822,795	503,988	318,807	61%	767,616	438,884
Fringe benefits	272,286	273,578	165,555	108,023	61%	254,977	146,604
Operating costs	441,370	444,115	335,690	108,425	76%	411,040	301,447
	<u>1,532,230</u>	<u>1,540,488</u>	<u>1,005,233</u>	<u>535,255</u>	65%	<u>1,433,633</u>	<u>886,935</u>
Tax Administration:							
Salaries	2,463,003	2,463,003	1,402,807	1,060,196	57%	2,246,189	1,288,012
Fringe benefits	918,096	918,096	503,605	414,491	55%	880,418	508,398
Operating costs	1,113,480	1,113,480	453,526	659,954	41%	693,517	416,691
	<u>4,494,579</u>	<u>4,494,579</u>	<u>2,359,938</u>	<u>2,134,641</u>	53%	<u>3,820,124</u>	<u>2,213,101</u>
County Attorney:							
Salaries	374,603	374,603	225,960	148,643	60%	318,603	184,928
Fringe benefits	111,909	111,909	62,521	49,388	56%	91,853	53,093
Operating costs	194,700	194,700	34,683	160,017	18%	184,147	71,952
	<u>681,212</u>	<u>681,212</u>	<u>323,164</u>	<u>358,048</u>	47%	<u>594,603</u>	<u>309,973</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2019 AND THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	January 31, 2019	Variance Positive (Negative)	% of Budget	June 30, 2018	January 31, 2018
Court Facilities:							
Operating costs	257,044	257,044	91,963	165,081	36%	234,603	131,938
	257,044	257,044	91,963	165,081	36%	234,603	131,938
Board of Elections:							
Salaries	501,949	493,242	358,741	134,501	73%	446,261	229,843
Fringe benefits	128,953	128,953	72,917	56,036	57%	121,166	71,799
Operating costs	149,853	158,560	146,176	12,384	92%	145,150	106,255
	780,755	780,755	577,834	202,921	74%	712,577	407,897
Register of Deeds:							
Salaries	694,631	694,631	407,631	287,000	59%	646,690	372,064
Fringe benefits	297,067	297,067	167,007	130,060	56%	291,836	168,290
Operating costs	1,847,252	1,847,252	1,091,751	755,501	59%	2,395,411	1,158,454
	2,838,950	2,838,950	1,666,389	1,172,561	59%	3,333,937	1,698,808
Contingency:							
Operating Costs	400,000	-	-	-	na	-	-
Total general government	12,627,455	12,267,668	7,052,954	5,214,714	57%	11,619,291	6,516,422
Central Services:							
Management Information Systems:							
Salaries	1,174,773	1,174,773	694,540	480,233	59%	1,058,132	611,528
Fringe benefits	388,877	388,877	216,480	172,397	56%	353,236	204,794
Operating costs	1,156,100	1,398,276	411,794	986,482	29%	1,002,316	402,737
Capital outlay	37,000	135,251	127,542	7,709	94%	249,032	28,599
	2,756,750	3,097,177	1,450,356	1,646,821	47%	2,662,716	1,247,658
Fleet Services:							
Salaries	605,189	605,189	380,832	224,357	63%	577,915	346,912
Fringe benefits	236,363	236,363	140,796	95,567	60%	228,869	137,225
Operating costs	302,900	306,804	(28,052)	334,856	-9%	297,039	14,738
Capital outlay	70,660	70,660	26,786	43,874	38%	46,145	46,145
	1,215,112	1,219,016	520,362	698,654	43%	1,149,968	545,020
Engineering:							
Salaries	429,860	429,860	244,509	185,351	57%	362,464	215,781
Fringe benefits	140,421	140,421	75,054	65,367	53%	121,517	70,729
Operating costs	77,855	77,855	9,608	68,247	12%	26,363	18,378
Capital outlay	30,000	30,000	-	30,000	0%	30,589	30,589
	678,136	678,136	329,171	348,965	49%	540,933	335,477
Operation Services:							
Salaries	2,254,308	2,345,543	1,426,593	918,950	61%	2,087,586	1,213,701
Fringe benefits	935,035	952,173	538,819	413,354	57%	882,915	517,657
Operating costs	3,258,052	12,352,043	6,157,362	6,194,681	50%	3,357,115	1,752,018
Capital outlay	319,000	319,000	10,820	308,180	3%	298,492	299,980
	6,766,395	15,968,759	8,133,594	7,835,165	51%	6,626,108	3,783,356
Non-departmental:							
Fringe benefits	6,262,113	6,262,113	3,167,384	3,094,729	51%	2,935,411	1,861,715
Operating costs	539,253	2,120,622	860,893	1,259,729	41%	540,655	609,945
	6,801,366	8,382,735	4,028,277	4,354,458	48%	3,476,066	2,471,660
Total central services	18,217,759	29,345,823	14,461,760	14,884,063	49%	14,455,791	8,383,171

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2019 AND THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	January 31, 2019	Variance Positive (Negative)	% of Budget	June 30, 2018	January 31, 2018
Public Safety:							
District Attorney:							
Operating costs	53,000	53,000	3,491	49,509	7%	50,225	4,060
	53,000	53,000	3,491	49,509	7%	50,225	4,060
Sheriff:							
Salaries	9,885,676	10,870,719	7,099,548	3,771,171	65%	9,326,937	5,351,949
Fringe benefits	3,502,758	3,757,937	2,269,159	1,488,778	60%	3,566,263	2,041,224
Operating costs	2,357,616	3,894,935	2,534,500	1,360,435	65%	2,356,632	1,394,410
Capital outlay	858,179	892,345	782,492	109,853	88%	1,264,018	895,856
	16,604,229	19,415,936	12,685,699	6,730,237	65%	16,513,850	9,683,439
Detention Center:							
Salaries	4,285,278	4,502,909	2,842,911	1,659,998	63%	4,049,008	2,342,838
Fringe benefits	1,632,589	1,677,607	971,811	705,796	58%	1,509,690	871,123
Operating costs	2,475,218	2,639,343	1,546,169	1,093,174	59%	2,289,474	1,146,240
Capital outlay	396,949	724,395	420,934	303,461	58%	44,825	21,719
	8,790,034	9,544,254	5,781,825	3,762,429	61%	7,892,997	4,381,920
Emergency Medical:							
Salaries	5,473,641	5,879,235	3,598,736	2,280,499	61%	4,939,491	2,820,028
Fringe benefits	1,872,254	1,953,596	1,123,232	830,364	57%	1,672,581	958,832
Operating costs	1,464,211	1,482,634	880,722	601,912	59%	1,525,556	876,450
Capital outlay	1,020,000	1,278,952	837,908	441,044	66%	481,197	116,573
	9,830,106	10,594,417	6,440,598	4,153,819	61%	8,618,825	4,771,883
Emergency Management:							
Salaries	195,598	218,612	158,575	60,037	73%	276,239	151,661
Fringe benefits	57,651	62,360	41,428	20,932	66%	86,628	47,491
Operating costs	303,900	629,500	484,017	145,483	77%	289,178	126,618
Capital outlay	21,200	71,200	50,000	21,200	70%	58,091	41,306
	578,349	981,672	734,020	247,652	75%	710,136	367,076
Other Agencies:							
Fire districts	-	74,600	30,000	44,600	40%	640,990	355,142
Rescue Squads	332,800	332,800	155,150	177,650	47%	330,000	150,250
	332,800	407,400	185,150	222,250	45%	970,990	505,392
Building/Fire Inspections and Central Permitting							
Salaries	1,469,965	1,602,116	1,046,867	555,249	65%	1,358,514	743,572
Fringe benefits	514,695	552,569	321,537	231,032	58%	428,752	237,997
Operating costs	157,675	178,363	103,426	74,937	58%	179,826	83,436
Capital outlay	-	91,800	58,815	32,985	64%	207,646	144,974
	2,142,335	2,424,848	1,530,645	894,203	63%	2,174,738	1,209,979
Central Communications:							
Salaries	1,660,205	1,782,548	1,080,004	702,544	61%	1,425,662	811,727
Fringe benefits	627,456	652,371	357,343	295,028	55%	554,861	318,269
Operating costs	242,732	252,112	91,926	160,186	36%	161,342	100,033
Capital outlay	118,558	118,558	21,904	96,654	18%	264,505	221,980
	2,648,951	2,805,589	1,551,177	1,254,412	55%	2,406,370	1,452,009

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2019 AND THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	January 31, 2019	Variance Positive (Negative)	% of Budget	June 30, 2018	January 31, 2018
Animal Protective Services:							
Salaries	562,171	615,180	412,536	202,644	67%	544,852	315,678
Fringe benefits	218,183	222,206	143,398	78,808	65%	223,842	130,169
Operating costs	294,549	352,750	166,965	185,785	47%	305,960	186,179
Capital outlay	-	-	-	-	na	89,616	73,022
	<u>1,074,903</u>	<u>1,190,136</u>	<u>722,899</u>	<u>467,237</u>	61%	<u>1,164,270</u>	<u>705,048</u>
Total public safety	<u>42,054,707</u>	<u>47,417,252</u>	<u>29,635,504</u>	<u>17,781,748</u>	62%	<u>40,502,401</u>	<u>23,080,806</u>
Transportation:							
Cape Fear Regional Jetport	97,000	97,000	72,750	24,250	75%	97,000	72,750
Odell Williamson Mun. Air.	27,500	27,500	20,625	6,875	75%	27,500	20,625
Cape Fear Transp. Authority	31,138	31,138	31,138	-	100%	30,230	30,230
Brunswick Transit System	-	295,087	292,315	2,772	99%	230,887	173,165
Total transportation	<u>155,638</u>	<u>450,725</u>	<u>416,828</u>	<u>33,897</u>	92%	<u>385,617</u>	<u>296,770</u>
Environmental Protection:							
Solid Waste:							
Salaries	325,369	333,008	221,844	111,164	67%	312,578	178,731
Fringe benefits	127,118	127,118	80,000	47,118	63%	126,113	71,891
Operating costs	15,619,045	16,303,045	9,545,346	6,757,699	59%	14,803,245	8,491,757
Capital outlay	211,300	211,300	202,590	8,710	96%	533,296	533,296
	<u>16,282,832</u>	<u>16,974,471</u>	<u>10,049,780</u>	<u>6,924,691</u>	59%	<u>15,775,232</u>	<u>9,275,675</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>17,209,534</u>	<u>10,135,514</u>	<u>7,074,020</u>	59%	<u>15,975,013</u>	<u>9,360,937</u>
Economic Development:							
Community Enforcement:							
Salaries	140,397	188,430	81,512	106,918	43%	132,464	68,625
Fringe benefits	54,711	73,678	30,184	43,494	41%	51,750	27,155
Operating costs	14,190	14,990	7,297	7,693	49%	13,929	6,007
Capital outlay	30,000	30,000	29,705	295	99%	-	-
	<u>239,298</u>	<u>307,098</u>	<u>148,698</u>	<u>158,400</u>	48%	<u>198,143</u>	<u>101,787</u>
Planning:							
Salaries	409,603	409,603	258,546	151,057	63%	392,502	244,692
Fringe benefits	144,711	144,711	85,519	59,192	59%	131,875	80,797
Operating costs	130,450	129,650	66,391	63,259	51%	112,363	55,972
Capital outlay	30,000	30,000	23,939	6,061	80%	-	-
	<u>714,764</u>	<u>713,964</u>	<u>434,395</u>	<u>279,569</u>	61%	<u>636,740</u>	<u>381,461</u>
Cooperative Extension:							
Salaries	312,416	352,454	172,683	179,771	49%	300,694	152,825
Fringe benefits	154,261	157,324	60,068	97,256	38%	115,770	51,870
Operating costs	121,983	132,469	51,324	81,145	39%	104,232	49,530
Capital outlay	35,000	36,053	36,053	-	100%	5,485	-
	<u>623,660</u>	<u>678,300</u>	<u>320,128</u>	<u>358,172</u>	47%	<u>526,181</u>	<u>254,225</u>
Soil and Water Conservation:							
Salaries	158,292	158,292	99,321	58,971	63%	153,759	90,142
Fringe benefits	58,429	58,429	35,259	23,170	60%	59,028	34,535
Operating costs	17,800	20,550	7,413	13,137	36%	17,548	9,509
	<u>234,521</u>	<u>237,271</u>	<u>141,993</u>	<u>95,278</u>	60%	<u>230,335</u>	<u>134,186</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2019 AND THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	January 31, 2019	Variance Positive (Negative)	% of Budget	June 30, 2018	January 31, 2018
Public Housing Section 8:							
Salaries	136,627	136,627	56,346	80,281	41%	122,196	82,306
Fringe benefits	55,296	55,296	21,549	33,747	39%	49,991	34,355
Operating costs	2,163,180	2,163,180	1,109,271	1,053,909	51%	1,987,786	1,151,291
	<u>2,355,103</u>	<u>2,355,103</u>	<u>1,187,166</u>	<u>1,167,937</u>	<u>50%</u>	<u>2,159,973</u>	<u>1,267,952</u>
Economic Development:							
Salaries	-	-	-	-	na	27,539	27,539
Fringe benefits	-	-	-	-	na	2,107	2,107
Operating costs	425,000	425,000	318,750	106,250	75%	395,354	289,105
	<u>425,000</u>	<u>425,000</u>	<u>318,750</u>	<u>106,250</u>	<u>75%</u>	<u>425,000</u>	<u>318,751</u>
1% Occupancy Tax:							
Operating costs	1,500,000	1,500,000	1,034,741	465,259	69%	1,589,493	976,867
Other Economic Development:							
Boiling Spring Lakes	288,750	288,750	-	288,750	0%	-	-
Holden Beach Special							
Obligation Bond	1,422,360	1,422,360	-	1,422,360	0%	-	-
Lockwood Folly & Shallotte	-	190,000	190,000	-	100%	177,868	-
Dredging	-	-	-	-	-	-	-
Reserve for shoreline	600,000	505,000	7,799	497,201	2%	-	168,000
	<u>2,311,110</u>	<u>2,406,110</u>	<u>197,799</u>	<u>2,208,311</u>	<u>8%</u>	<u>177,868</u>	<u>168,000</u>
Total economic development	8,403,456	8,622,846	3,783,670	4,839,176	44%	5,943,733	3,603,229
Human Services:							
Health:							
Administration:							
Salaries	2,329,222	2,438,770	1,496,090	942,680	61%	2,042,688	1,186,966
Fringe benefits	1,223,311	1,236,863	722,877	513,986	58%	1,133,667	660,990
Operating costs	269,750	271,750	126,088	145,662	46%	450,005	310,964
Capital outlay	-	30,000	-	30,000	0%	84,387	55,457
	<u>3,822,283</u>	<u>3,977,383</u>	<u>2,345,055</u>	<u>1,632,328</u>	<u>59%</u>	<u>3,710,747</u>	<u>2,214,377</u>
Communicable Diseases:							
Operating costs	413,900	413,900	212,969	200,931	51%	322,702	237,784
Adult Health Maintenance:							
Operating costs	448,655	430,545	67,585	362,960	16%	148,520	68,601
Senior Health							
Salaries	52,468	52,468	32,261	20,207	61%	51,459	31,977
Fringe benefits	20,871	20,871	12,342	8,529	59%	21,136	12,084
Operating costs	3,835	3,835	1,884	1,951	49%	3,451	2,104
	<u>77,174</u>	<u>77,174</u>	<u>46,487</u>	<u>30,687</u>	<u>60%</u>	<u>76,046</u>	<u>46,165</u>
Maternal and Child Health:							
Salaries	385,259	390,535	214,408	176,127	55%	352,193	205,791
Fringe benefits	165,198	166,399	84,929	81,470	51%	151,228	86,784
Operating costs	594,240	619,240	263,218	356,022	43%	490,343	247,160
Capital outlay	7,100	7,100	6,222	878	88%	-	-
	<u>1,151,797</u>	<u>1,183,274</u>	<u>568,777</u>	<u>614,497</u>	<u>48%</u>	<u>993,764</u>	<u>539,735</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2019 AND THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	January 31, 2019	Variance Positive (Negative)	% of Budget	June 30, 2018	January 31, 2018
Environmental Health:							
Salaries	1,059,934	1,122,724	670,777	451,947	60%	1,002,967	566,764
Fringe benefits	364,996	385,834	216,200	169,634	56%	348,471	197,032
Operating costs	190,771	397,914	299,837	98,077	75%	178,253	75,723
Capital outlay	86,810	85,580	78,010	7,570	91%	18,134	-
	<u>1,702,511</u>	<u>1,992,052</u>	<u>1,264,824</u>	<u>727,228</u>	63%	<u>1,547,825</u>	<u>839,519</u>
Total health	<u>7,616,320</u>	<u>8,074,328</u>	<u>4,505,697</u>	<u>3,568,631</u>	56%	<u>6,799,604</u>	<u>3,946,181</u>
Veterans' Services:							
Salaries	138,941	138,941	87,893	51,048	63%	134,211	75,327
Fringe benefits	54,414	54,414	30,283	24,131	56%	55,007	31,495
Operating costs	17,655	17,655	7,045	10,610	40%	14,515	6,999
Total veterans' services	<u>211,010</u>	<u>211,010</u>	<u>125,221</u>	<u>85,789</u>	59%	<u>203,733</u>	<u>113,821</u>
Social Services:							
Administration:							
Salaries	7,114,785	7,351,783	4,325,501	3,026,282	59%	6,545,048	3,849,253
Fringe benefits	3,399,525	3,447,437	1,918,079	1,529,358	56%	3,330,513	1,984,665
Operating costs	2,655,458	2,919,024	1,231,816	1,687,208	42%	2,465,535	1,545,520
Capital outlay	75,000	75,000	56,475	18,525	75%	172,127	113,056
	<u>13,244,768</u>	<u>13,793,244</u>	<u>7,531,871</u>	<u>6,261,373</u>	55%	<u>12,513,223</u>	<u>7,492,494</u>
Other Operating Costs:							
Medical assistance	20,000	20,000	848	19,152	4%	1,196	253
Aid to the blind	7,850	7,850	7,845	5	100%	5,361	-
Adoption assistance	280,000	280,000	134,837	145,163	48%	237,807	141,286
Special assistance	470,000	470,000	198,373	271,627	42%	388,663	225,252
Foster care	950,000	950,000	325,452	624,548	34%	460,113	203,599
State foster home	335,000	335,000	218,690	116,310	65%	278,604	136,623
Special assistance	25,121	25,121	11,690	13,431	47%	21,479	8,693
Day care	23,000	23,000	-	23,000	0%	397,021	397,021
Special child adopt. assistance	-	84,851	40,655	44,196	48%	88,894	40,766
	<u>2,110,971</u>	<u>2,195,822</u>	<u>938,390</u>	<u>1,257,432</u>	43%	<u>1,879,138</u>	<u>1,153,493</u>
Total social services	<u>15,355,739</u>	<u>15,989,066</u>	<u>8,470,261</u>	<u>7,518,805</u>	53%	<u>14,392,361</u>	<u>8,645,987</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	1,436,745	1,045,674	58%	2,076,705	1,211,411
Other human services	-	127,097	73,299	53,798	58%	127,883	73,811
	<u>2,638,061</u>	<u>2,859,959</u>	<u>1,635,266</u>	<u>1,224,693</u>	57%	<u>2,455,031</u>	<u>1,347,830</u>
Total human services	<u>25,821,130</u>	<u>27,134,363</u>	<u>14,736,445</u>	<u>12,397,918</u>	54%	<u>23,850,729</u>	<u>14,053,819</u>
Education:							
Public schools	39,918,820	39,918,820	23,285,983	16,632,837	58%	37,298,995	21,757,750
Public schools - capital outlay	837,458	837,458	488,523	348,935	58%	782,496	456,456
Community college	4,249,867	4,124,064	2,406,707	1,717,357	58%	4,193,167	2,401,075
Community college - cap. out.	150,000	365,000	287,500	77,500	79%	68,000	39,667
Total education	<u>45,156,145</u>	<u>45,245,342</u>	<u>26,468,713</u>	<u>18,776,629</u>	59%	<u>42,342,658</u>	<u>24,654,948</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2019 AND THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	January 31, 2019	Variance Positive (Negative)	% of Budget	June 30, 2018	January 31, 2018
Culture and Recreation:							
Parks and Recreation:							
Administration:							
Salaries	673,238	684,791	411,458	273,333	60%	628,820	371,566
Fringe benefits	190,448	199,411	115,015	84,396	58%	189,400	109,803
Operating costs	664,680	722,138	318,311	403,827	44%	548,234	287,867
Capital outlay	389,000	389,000	69,226	319,774	18%	49,283	-
	<u>1,917,366</u>	<u>1,995,340</u>	<u>914,010</u>	<u>1,081,330</u>	<u>46%</u>	<u>1,415,737</u>	<u>769,236</u>
Maintenance:							
Salaries	801,783	801,783	484,810	316,973	60%	746,088	432,083
Fringe benefits	311,875	311,875	179,726	132,149	58%	300,847	174,137
Operating costs	429,220	429,220	150,337	278,883	35%	445,966	211,825
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>883,589</u>	<u>819,289</u>	<u>52%</u>	<u>1,589,564</u>	<u>858,666</u>
Total Parks and Recreation	<u>3,620,244</u>	<u>3,698,218</u>	<u>1,797,599</u>	<u>1,900,619</u>	<u>49%</u>	<u>3,005,301</u>	<u>1,627,902</u>
Brunswick County Library:							
Salaries	792,551	792,551	470,742	321,809	59%	729,865	420,717
Fringe benefits	316,173	316,173	179,286	136,887	57%	299,256	174,791
Operating costs	238,900	243,900	100,683	143,217	41%	265,328	132,980
	<u>1,347,624</u>	<u>1,352,624</u>	<u>750,711</u>	<u>601,913</u>	<u>56%</u>	<u>1,294,449</u>	<u>728,488</u>
Total culture and recreation	<u>4,967,868</u>	<u>5,050,842</u>	<u>2,548,310</u>	<u>2,502,532</u>	<u>50%</u>	<u>4,299,750</u>	<u>2,356,390</u>
Debt Service:							
Principal retirement	11,233,462	11,233,462	163,460	11,070,002	1%	11,383,292	4,128,292
Interest and fees	2,227,245	2,227,245	1,278,849	948,396	57%	2,569,088	1,497,575
Total debt service	<u>13,460,707</u>	<u>13,460,707</u>	<u>1,442,309</u>	<u>12,018,398</u>	<u>11%</u>	<u>13,952,380</u>	<u>5,625,867</u>
Total expenditures	<u>187,382,760</u>	<u>206,205,102</u>	<u>110,682,007</u>	<u>95,523,095</u>	<u>54%</u>	<u>173,327,363</u>	<u>97,932,359</u>
Revenues over (under) expenditures	<u>150,664</u>	<u>(5,681,031)</u>	<u>40,660,744</u>	<u>46,341,775</u>	<u>-716%</u>	<u>18,977,379</u>	<u>48,057,021</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)	(264,190)	4,122,085	6%	(6,239,924)	-
	<u>(5,136,275)</u>	<u>(6,936,275)</u>	<u>(2,814,190)</u>	<u>4,122,085</u>	<u>41%</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 JANUARY 31, 2019 AND THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	<u>Original Budget</u>	<u>Current Budget</u>	<u>January 31, 2019</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2018</u>	<u>January 31, 2018</u>
Budgetary Financing Sources (Uses):							
Appropriated fund balance	<u>4,985,611</u>	<u>12,617,306</u>	<u>-</u>	<u>(12,617,306)</u>	0%	<u>-</u>	<u>-</u>
	<u>4,985,611</u>	<u>12,617,306</u>	<u>-</u>	<u>(12,617,306)</u>	0%	<u>-</u>	<u>-</u>
Total other financing sources (uses)	<u>(150,664)</u>	<u>5,681,031</u>	<u>(2,814,190)</u>	<u>(8,495,221)</u>	-50%	<u>(16,682,522)</u>	<u>(1,235,973)</u>
Net change in fund balance	\$ -	\$ -	37,846,554	\$ 37,846,554		2,294,857	46,821,048
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>\$ 113,751,099</u>			<u>\$ 75,904,545</u>	<u>\$ 120,430,736</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - COUNTY CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED JANUARY 31, 2019

		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	131,335	442,382
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>893,416</u>	<u>21,368,900</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	2,737,856	3,886,353
Smithville Park Improvements	6,089,666	5,672,028	212,500	5,884,528
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>3,001,995</u>	<u>12,241,805</u>
Transportation:				
Airport Improvements	<u>26,364,844</u>	<u>20,489,243</u>	<u>1,255,698</u>	<u>21,744,941</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>4,364,597</u>	<u>34,268,398</u>
Revenues over (under) expenditures	(39,210,826)	(9,428,317)	(3,471,181)	(12,899,498)
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>	(921,181)	<u>\$ 21,505,714</u>
Fund balance, beginning of year			<u>27,251,373</u>	
Fund balance, end of year			<u>\$ 26,330,192</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - EDUCATION CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED JANUARY 31, 2019

	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	60,022	1,470,635
Investment earnings-debt proceeds	-	33,970	564,647	598,617
Total revenues	<u>8,271,474</u>	<u>8,537,380</u>	<u>624,669</u>	<u>9,162,049</u>
Expenditures:				
Brunswick County Schools	122,874,136	53,550,687	10,821,283	64,371,970
Brunswick Community College	<u>31,665,911</u>	<u>31,523,490</u>	<u>-</u>	<u>31,523,490</u>
Total expenditures	<u>154,540,047</u>	<u>85,074,177</u>	<u>10,821,283</u>	<u>95,895,460</u>
Revenues over (under) expenditures	(146,268,573)	(76,536,797)	(10,196,614)	(86,733,411)
Other Financing Sources (Uses):				
Transfer from general fund	56,603,514	52,217,238	264,190	52,481,428
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>	<u>-</u>	<u>-</u>	<u>-</u>
Total other financing sources (uses)	<u>146,268,573</u>	<u>135,329,885</u>	<u>264,190</u>	<u>135,594,075</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 58,793,088</u>	(9,932,424)	<u>\$ 48,860,664</u>
Fund balance, beginning of year			<u>65,345,502</u>	
Fund balance, end of year			<u>\$ 55,413,078</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED JANUARY 31, 2019

	Emergency Telephone System Fund	Grant Project	ROD- Technology Enhancement Fund	Total
Assets:				
Cash and cash equivalents/investments	\$ 1,130,064	\$ -	\$ 867,457	\$ 1,997,521
Interest receivable	383	-	315	698
Total assets	<u>1,130,447</u>	<u>-</u>	<u>867,772</u>	<u>1,998,219</u>
Liabilities:				
Accounts payable and other liabilities	28,840	-	9,773	38,613
Due to other funds	-	4,892	-	4,892
Total liabilities	<u>28,840</u>	<u>4,892</u>	<u>9,773</u>	<u>43,505</u>
Fund Balance:				
Stabilization by State Statute	383	-	315	698
Restricted - other	1,101,224	-	857,684	1,958,908
Unassigned	-	(4,892)	-	(4,892)
Total fund balances	<u>1,101,607</u>	<u>(4,892)</u>	<u>857,999</u>	<u>1,954,714</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 1,130,447</u>	<u>\$ -</u>	<u>\$ 867,772</u>	<u>\$ 1,998,219</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED JANUARY 31, 2019

	Emergency Telephone System Fund	Grant Project	ROD- Technology Enhancement Fund	Total
Revenues:				
Restricted intergovernmental	\$ 274,004	\$ 88,038	\$ -	\$ 362,042
Permits and fees	-	-	82,365	82,365
Investment earnings	5,333	-	4,447	9,780
Total revenues	<u>279,337</u>	<u>88,038</u>	<u>86,812</u>	<u>454,187</u>
Expenditures:				
General government	-	92,930	80,967	173,897
Public safety	236,963	-	-	236,963
Total expenditures	<u>236,963</u>	<u>92,930</u>	<u>80,967</u>	<u>410,860</u>
Revenues over (under) expenditures	42,374	(4,892)	5,845	43,327
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>\$ 1,101,607</u>	<u>\$ (4,892)</u>	<u>\$ 857,999</u>	<u>\$ 1,954,714</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - EMERGENCY TELEPHONE SYSTEM FUND
FOR THE PERIOD ENDED JANUARY 31, 2019 AND THE YEAR ENDED JUNE 30, 2018**

	Budget	January 31, 2019	Variance Positive (Negative)	June 30, 2018	January 31, 2018
Revenues:					
Restricted intergovernmental	\$ 548,008	\$ 274,004	\$ (274,004)	\$ 782,424	\$ 391,212
Investment earnings	-	5,333	5,333	5,238	2,710
Total revenues	<u>548,008</u>	<u>279,337</u>	<u>(268,671)</u>	<u>787,662</u>	<u>393,922</u>
Expenditures:					
Operating costs	798,008	236,963	561,045	479,398	240,452
Capital outlay	<u>59,872</u>	-	<u>59,872</u>	<u>307,918</u>	<u>150,201</u>
Total expenditures	<u>857,880</u>	<u>236,963</u>	<u>620,917</u>	<u>787,316</u>	<u>390,653</u>
Revenues over (under) expenditures	(309,872)	42,374	352,246	346	3,269
Other Financing Sources (Uses):					
Transfers from general fund	-	-	-	1,132	-
Appropriated fund balance	<u>309,872</u>	-	<u>(309,872)</u>	-	-
Total other financing sources (uses)	<u>309,872</u>	-	<u>(309,872)</u>	<u>1,132</u>	-
Net change in fund balance	<u>\$ -</u>	42,374	<u>\$ 42,374</u>	1,478	3,269
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>\$ 1,101,607</u>		<u>\$ 1,059,233</u>	<u>\$ 1,061,024</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO
ACTUAL - GRANT PROJECT FUND
FROM INCEPTION AND FOR THE PERIOD ENDED JANUARY 31, 2019**

	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>
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 JANUARY 31, 2019 AND THE YEAR ENDED JUNE 30, 2018**

	Budget	January 31, 2019	Variance Positive (Negative)	June 30, 2018	January 31, 2018
Revenues:					
Permits and fees	\$ 165,500	\$ 82,365	\$ (83,135)	\$ 161,663	\$ 92,178
Investment earnings	3,500	4,447	947	4,317	2,209
Total revenues	<u>169,000</u>	<u>86,812</u>	<u>(82,188)</u>	<u>165,980</u>	<u>94,387</u>
Expenditures:					
General government	<u>212,699</u>	<u>80,967</u>	<u>131,732</u>	<u>152,451</u>	<u>59,548</u>
Revenues over (under) expenditures	(43,699)	5,845	49,544	13,529	34,839
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>	<u>5,845</u>	<u>\$ 5,845</u>	<u>13,529</u>	<u>34,839</u>
Fund balance, beginning of year		<u>852,154</u>		<u>838,625</u>	<u>838,625</u>
Fund balance, end of year		<u>\$ 857,999</u>		<u>\$ 852,154</u>	<u>\$ 873,464</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WATER FUND (NON-GAAP)
JANUARY 31, 2019

	Water Fund	Water Capital Projects	Total
Current Assets:			
Cash, cash equivalents and investments	\$ 28,112,003	\$ 3,425,884	\$ 31,537,887
Restricted cash	2,974,174	-	2,974,174
Interest receivable	10,708	1,849	12,557
Receivables and special assessments, net	2,760,715	-	2,760,715
Due from other governmental agencies	129,993	25,441	155,434
Inventories	1,783,406	-	1,783,406
Total current assets	<u>35,770,999</u>	<u>3,453,174</u>	<u>39,224,173</u>
Current Liabilities:			
Accounts payable and other liabilities	542,410	87,405	629,815
Customer deposits	1,927,158	-	1,927,158
Interest payable	263,945	-	263,945
Current portion of debt	1,366,522	-	1,366,522
Total current liabilities	<u>4,100,035</u>	<u>87,405</u>	<u>4,187,440</u>
Expendable net position	31,670,964	3,365,769	35,036,733
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>\$ 153,187,363</u>	<u>\$ 3,365,769</u>	<u>\$ 156,553,132</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WATER SYSTEM
 OPERATING FUND (NON-GAAP)
 FOR THE PERIOD ENDED JANUARY 31, 2019 AND THE YEAR ENDED JUNE 30, 2018
 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>January 31, 2019</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2018</u>	<u>January 31, 2018</u>
Revenues:							
User charges	\$ 23,072,000	\$ 23,072,000	\$ 14,758,764	\$ (8,313,236)	64%	\$ 24,141,941	\$ 15,164,300
Restricted intergovernmental	-	3,797,331	-	(3,797,331)	0%	216,000	216,000
Investment earnings	70,000	70,000	157,127	87,127	224%	142,897	70,451
Other	476,468	476,468	241,398	(235,070)	51%	601,302	200,089
Total revenues	<u>23,618,468</u>	<u>27,415,799</u>	<u>15,157,289</u>	<u>(12,258,510)</u>	55%	<u>25,102,140</u>	<u>15,650,840</u>
Expenditures:							
Salaries	4,932,754	5,142,948	3,152,951	1,989,997	61%	4,563,616	2,585,195
Fringe benefits	2,368,799	2,410,992	1,347,683	1,063,309	56%	1,957,864	1,138,620
Operating expenditures	7,177,542	11,769,864	4,908,020	6,861,844	42%	6,739,172	3,957,995
Repairs and maintenance	1,578,200	1,587,336	651,113	936,223	41%	1,796,403	1,023,289
Capital outlay	1,619,100	2,318,195	1,189,979	1,128,216	51%	1,611,908	809,249
Debt Service:							
Principal	1,220,861	1,220,861	82,103	1,138,758	7%	1,179,148	253,670
Interest	1,021,068	1,021,068	572,354	448,714	56%	1,068,790	599,046
Total expenditures	<u>19,918,324</u>	<u>25,471,264</u>	<u>11,904,203</u>	<u>13,567,061</u>	47%	<u>18,916,901</u>	<u>10,367,064</u>
Revenues over (under) expenditures	3,700,144	1,944,535	3,253,086	1,308,551	167%	6,185,239	5,283,776
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>\$ 2,463,086</u>	<u>\$ 2,463,086</u>		<u>\$ 3,642,732</u>	<u>\$ 4,648,776</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL -
WATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED JANUARY 31, 2019**

		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	26,699	149,583
Assessments	52,724	39,495	-	39,495
Penalties and interest assessments	-	13,229	-	13,229
Other	500,000	-	-	-
Total revenues	1,054,655	557,263	26,699	583,962
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	831,533	950,809
Gilbert Road Water Main	978,479	978,479	-	978,479
Bailey Road Project	139,615	8,640	106,466	115,106
Raw Water Mains Project	850,000	398,772	81,072	479,844
Sunset Harbor Water Main	564,000	73,105	291,934	365,039
Shallotte Transmission Main	270,000	-	14,650	14,650
NW Plant Treatment Expansion 12MGD	21,120,110	579,890	1,291,036	1,870,926
74-76 Industrial Park Water Main	122,400	-	-	-
74-76 Mintz Dr. to Old Maco	65,000	-	-	-
Total expenditures	28,439,233	5,155,681	2,664,108	7,819,789
Revenues over (under) expenditures	(27,384,578)	(4,598,418)	(2,637,409)	(7,235,827)
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	(3,668,536)	-	-	-
Appropriated fund balance	1,783,497	-	-	-
Total other financing sources (uses)	27,384,578	8,024,117	790,000	8,814,117
Revenues and other financing sources over (under) expenditures and other financing uses	\$ -	\$ 3,425,699	\$ (1,847,409)	\$ 1,578,290

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WASTEWATER FUND (NON-GAAP)
JANUARY 31, 2019

	Wastewater Fund	Wastewater Capital Projects	Total
Current Assets:			
Cash and cash equivalents/investments	\$ 21,506,881	\$ 1,620,696	\$ 23,127,577
Restricted cash	7,084,013	-	7,084,013
Interest receivable	7,745	748	8,493
Receivables and special assessments, net	6,272,250	-	6,272,250
Due from other governmental agencies	293,052	-	293,052
Inventories	344,146	-	344,146
Total current assets	<u>35,508,087</u>	<u>1,621,444</u>	<u>37,129,531</u>
Current Liabilities:			
Accounts payable and other liabilities	303,455	-	303,455
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>12,366,867</u>	<u>-</u>	<u>12,366,867</u>
Expendable net position	23,141,220	1,621,444	24,762,664
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>\$ 151,233,466</u>	<u>\$ 1,621,444</u>	<u>\$ 152,854,910</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL - WASTEWATER FUND (NON-GAAP)
FOR THE PERIOD ENDED JANUARY 31, 2019 AND THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>January 31, 2019</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2018</u>	<u>January 31, 2018</u>
Revenues:							
User charges	\$ 22,689,098	\$ 23,189,098	\$ 14,527,192	\$ (8,661,906)	63%	\$ 26,783,874	\$ 13,684,982
ARRA interest subsidy	91,833	91,833	46,264	(45,569)	50%	120,086	59,946
Special assessments	13,000	13,000	56,855	43,855	437%	2,026,174	65,007
Investment earnings	50,000	50,000	151,110	101,110	302%	127,646	58,727
Restricted intergovernmental	-	760,762	-	(760,762)	0%	-	-
Other	137,400	182,400	209,541	27,141	115%	221,124	87,680
Total revenues	<u>22,981,331</u>	<u>24,287,093</u>	<u>14,990,962</u>	<u>(9,296,131)</u>	62%	<u>29,278,904</u>	<u>13,956,342</u>
Expenditures:							
Salaries	2,632,844	2,942,760	1,778,069	1,164,691	60%	2,481,261	1,431,008
Fringe benefits	1,221,374	1,304,848	721,159	583,689	55%	989,586	578,873
Operating expenditures	4,456,393	5,536,085	2,923,425	2,612,660	53%	4,130,740	2,269,264
Repairs and maintenance	1,742,050	1,773,751	1,028,363	745,388	58%	1,986,908	963,271
Capital outlay	2,409,825	4,457,906	1,661,410	2,796,496	37%	1,975,825	622,060
Debt Service:							
Principal	10,014,492	10,014,492	830,464	9,184,028	8%	9,840,547	810,934
Interest	3,688,912	3,688,912	1,856,950	1,831,962	50%	4,027,464	2,027,294
Total expenditures	<u>26,165,890</u>	<u>29,718,754</u>	<u>10,799,840</u>	<u>18,918,914</u>	36%	<u>25,432,331</u>	<u>8,702,704</u>
Revenues over (under) expenditures	(3,184,559)	(5,431,661)	4,191,122	9,622,783	-77%	3,846,573	5,253,638
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 positon	2,809,559	5,382,219	-	(5,382,219)	0%	-	-
Total other fin. sources (uses)	<u>3,184,559</u>	<u>5,431,661</u>	<u>49,442</u>	<u>(5,382,219)</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>\$ 4,240,564</u>	<u>\$ 4,240,564</u>		<u>\$ 4,850,732</u>	<u>\$ 6,065,078</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
WASTEWATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED JANUARY 31, 2019**

		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	15,872	140,088
West Brunswick Regional WWTP Southport Contribution	2,654,400	-	-	-
Total revenues	<u>3,505,234</u>	<u>830,056</u>	<u>15,872</u>	<u>845,928</u>
Expenditures:				
NCDOT Hwy 211 Expansion	562,430	105,145	15,350	120,495
WBRWWTF Expansion Southport	2,630,000	464,663	279,019	743,682
NEBRWWTP Expansion	2,392,000	99,598	347,007	446,605
Total expenditures	<u>5,584,430</u>	<u>669,406</u>	<u>641,376</u>	<u>1,310,782</u>
Revenues over (under) expenditures	(2,079,196)	160,650	(625,504)	(464,854)
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	(2,428,367)	-	-	-
Appropriated fund balance	4,180,596	-	-	-
Total other financing sources (uses)	<u>2,079,196</u>	<u>(2,390,587)</u>	<u>(49,442)</u>	<u>(2,440,029)</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ (2,229,937)</u>	<u>\$ (674,946)</u>	<u>\$ (2,904,883)</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - FINANCIAL PLAN AND ACTUAL AND
 CHANGES IN NET POSITION - WORKERS' COMPENSATION INTERNAL SERVICE FUND (NON-GAAP)
 FOR THE PERIOD ENDED JANUARY 31, 2019 AND THE YEAR ENDED JUNE 30, 2018
 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR**

	<u>Budget</u>	<u>January 31, 2019</u>	<u>Variance Positive (Negative)</u>	<u>June 30, 2018</u>	<u>January 31, 2018</u>
Revenues:					
Charges for services	\$ 1,098,200	\$ 823,650	\$ (274,550)	\$ 980,000	\$ 735,000
Investment earnings	-	11,284	11,284	13,062	6,793
Total revenues	<u>1,098,200</u>	<u>834,934</u>	<u>(263,266)</u>	<u>993,062</u>	<u>741,793</u>
Expenditures:					
Premiums	<u>1,098,200</u>	<u>868,236</u>	<u>229,964</u>	<u>1,873,749</u>	<u>665,421</u>
Revenues over (under) expenditures	<u>\$ -</u>	<u>(33,302)</u>	<u>\$ (33,302)</u>	<u>(880,687)</u>	<u>76,372</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>\$ 944,622</u>		<u>\$ 977,924</u>	<u>\$ 1,934,983</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - FINANCIAL PLAN AND
ACTUAL AND CHANGES IN NET POSITION - HEALTH INTERNAL SERVICE FUND (NON-GAAP)
FOR THE PERIOD ENDED JANUARY 31, 2019 AND THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR**

	<u>Budget</u>	<u>January 31, 2019</u>	<u>Variance Positive (Negative)</u>	<u>June 30, 2018</u>	<u>January 31, 2018</u>
Revenues:					
Charges for services-health premiums	\$ -	\$ -	\$ -	\$ 12,453,652	\$ 7,207,581
Investment earnings	-	17,909	17,909	19,197	9,348
Total revenues	-	17,909	17,909	12,472,849	7,216,929
Expenditures:					
Administration fees	-	-	-	1,461,130	936,723
Premiums	660,712	18,890	641,822	10,181,849	4,727,001
Total expenditures	660,712	18,890	641,822	11,642,979	5,663,724
Revenues over (under) expenditures	(660,712)	(981)	659,731	829,870	1,553,205
Other financing sources (uses):					
Appropriated net position	660,712	-	(660,712)	-	-
Increase (decrease) in net position	<u>\$ -</u>	<u>(981)</u>	<u>\$ (981)</u>	829,870	1,553,205
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>\$ 3,550,962</u>		<u>\$ 3,551,943</u>	<u>\$ 4,275,278</u>

Cash and Investments

A Summary of Cash and Investments is presented on the Brunswick County Government website as of January 31, 2019. It reports that the County had \$233.9 million of unrestricted cash and investments in all funds including those accruing for outside agencies that the county performs collections plus \$44.3 million of capital project restricted cash from debt proceeds. All cash and investments are earning an average yield of 1.08%.

BRUNSWICK COUNTY
SUMMARY OF CASH AND INVESTMENTS
AS OF JANUARY 31, 2019

	Purchase Date	Maturity Date	Book Value	Total Book Value	% of Portfolio	Yield
Unrestricted Cash and Investments						
Checking & Petty Cash						
Petty Cash			\$ 6,200			0.00%
BB&T			48,121,630			0.00%
Total Checking & Petty Cash				\$ 48,127,830	17%	
Money Markets / Savings						
BB&T Money Rate Savings			102,599,937			0.50%
First Bank Preferred Savings			10,384,378			0.05%
SunTrust Money Market			5,019,238			0.04%
Total Money Markets / Savings				\$ 118,003,553	42%	
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				\$ 54,285,052	20%	2.26%
NC Capital Management Trust - Term Portfolio				\$ 3,383,930	1%	2.47%
Total Unrestricted Cash and Investments				\$ 233,927,951		
Restricted Cash and Investments						
Bond Proceeds & Debt Reserve Fund						
NC Capital Management Trust-Government Portfolio			\$ 42,504,235		15%	2.26%
PNC Bank Money Market			170,358		0%	1.11%
BB&T General Fund Restricted						
Restricted for Revaluation			214,566		0%	0.00%
Restricted for Holden Beach Debt			1,422,360		1%	0.00%
Total Restricted Cash and Investments				\$ 44,311,519		
Grand Total All Cash and Investments				\$ 278,239,470	100%	1.08%

Cash Balances:

General Fund	\$ 119,559,021
County Capital Reserve Fund	21,745,338
School Capital Projects Fund	9,895,688
Water Fund	30,250,242
Water Capital Reserve Fund	3,822,386
Wastewater Fund	21,715,451
Wastewater Capital Reserve Fund	2,444,474

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		214,920	13%	
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	2,215,243		96%

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		26,931,609	3%	
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	111,533,581		97%

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		543,041	8%	
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	3,629,555		55%

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

ARTICLE 39 SALES TAX REVENUE 1% (POINT OF DELIVERY) (100000-323100)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2018-19		
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		871,829	14%	
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	5,073,141		49%
ARTICLE 40 SALES TAX REVENUE 1/2% (PER CAPITA) 30% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE (100000-323201,323202)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2018-19		
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		635,351	13%	
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	3,227,131		43%
ARTICLE 42 SALES TAX REVENUE 1/2% (POINT OF DELIVERY) (APPROXIMATELY 60% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE) (100000-323301, 323302)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2018-19		
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		599,197	14%	
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	3,327,443		47%

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		345,037	4%	
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	3,108,500		59%

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		44,935	-41%	
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	1,503,239		75%

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		300,896	-35%	
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	3,567,399		62%

**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		129,208	-38%	
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	1,298,056		68%

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		514,422	4%	
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	3,573,415		59%

WATER TAPS AND CONNECTION REVENUE (617180-371305)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	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		88,359	19%	
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	549,407		69%

**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		80,237	14%	
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	687,926		100%

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		36,370	28%	
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	244,713		105%

**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		823,964	6%	
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	6,014,478		61%

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		209,000	84%	
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	-	1,087,000		#DIV/0!

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		289,652	33%	
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	1,717,209		286%

**County of Brunswick
Wastewater Fund Revenues**

WASTEWATER TRANSMISSION LINE FEES (629800-371309)									
Month	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
	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		95,136	38%	
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	554,758		277%

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	42,291	105
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	41,980	734

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	18,145	62
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	18,008	426



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

Action Item # V. - 20.

From: Health Services -- 2018 State of the County's Health Report
David Stanley

Issue/Action Requested:

Request that the Board of Commissioners review the 2018 State of the County's Health Report.

Background/Purpose of Request:

As one of the essential services provided by all local health departments, Brunswick County Health Services conducts a Community Health Assessment every 4 years to identify assets and needs affecting the health of Brunswick County citizens and develop action plans to address the priority health items. In the interim years, Brunswick County Health Services releases annual State of the County's Health (SOTCH) reports to provide an update on the progress being made toward addressing the priority health items. Brunswick County Health Services is required by the Local Health Department Accreditation Board (Benchmark 38, Activity 38.2) to submit an annual SOTCH report to the Board of Health.

Staff recommends review of the report.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Reviewed and recommended to the Board of Commissioners for review on January 28, 2019 by the Brunswick County Health and Human Services Advisory Board.

County Manager's Recommendation:

Recommend that the Board of Commissioners review the 2018 State of the County's Health Report.

ATTACHMENTS:

Description

- ☐ Health Services-2018 SOTCH Report

Brunswick County



State of the County Health (SOTCH) Report 2018

The Community Health Assessment (CHA) is conducted by Brunswick County Health Services every four years to determine the community's needs and develop programs to address the health priorities. The State of the County Health (SOTCH) Report is produced each of the three years between the CHAs to provide updates on the progress made on the health priorities and identify new health concerns. Four health priorities were identified in the 2015 CHA.

Health Priorities

Accidental Death and Injury

Chronic Disease

Mental Health

Substance Abuse

2017 Demographics (US Census)

Population Estimate:	130,897
Caucasian/White:	86%
African American:	10.5%
Hispanic or Latino:	4.8%
Female:	52.1%
Male:	47.9%
Under 5 Years of Age:	4.1%
Under 18 Years of Age:	15.8%
65 Years of Age and Over:	30.5%

Brunswick County Health Services

P.O. BOX 9
Bolivia, NC 28422

Building A
25 Courthouse Drive NE
Bolivia, NC 28422

1.888.428.4429
910.253.2250



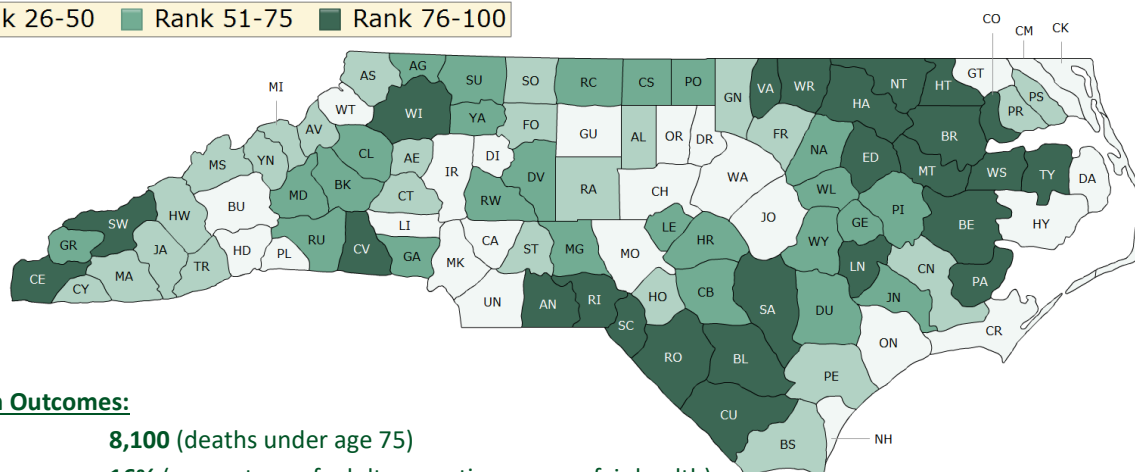
Brunswick County Morbidity and Mortality Data

The Robert Wood Johnson Foundation and the University of Wisconsin Population Health Institute developed the *County Health Rankings* to measure the health of counties in the nation and rank them within the states. Each year, counties receive a Health Outcome Ranking and a Health Factors Ranking.

In 2018, Brunswick County ranked 40 (out of 100 counties) for Health Outcomes and ranked 28 for Health Factors. Since 2017, Health Outcomes improved by four ranks and Health Factors improved by two ranks.

2018 Health Outcomes—North Carolina

Rank 1-25 Rank 26-50 Rank 51-75 Rank 76-100

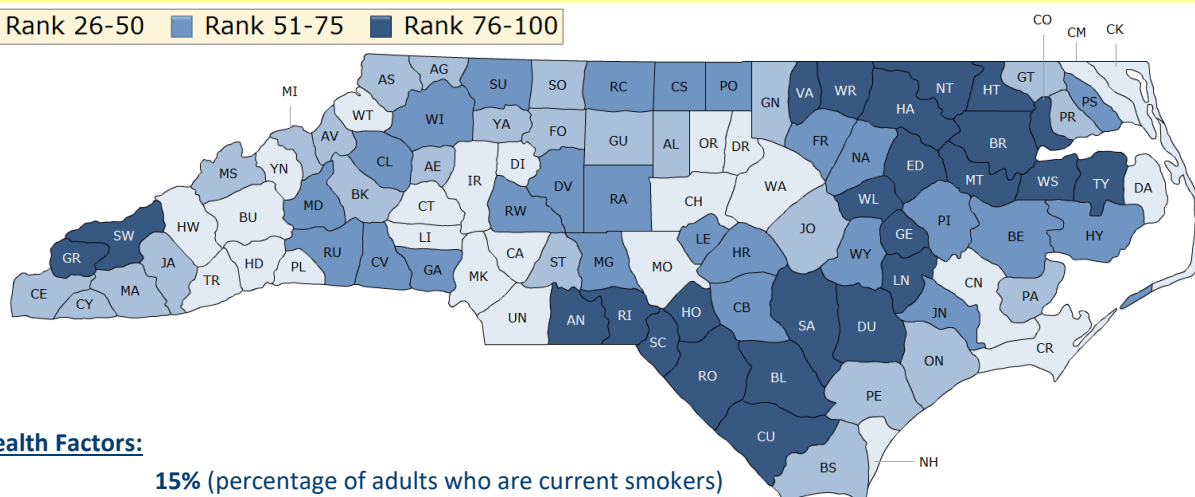


Brunswick County Health Outcomes:

Premature Death:	8,100 (deaths under age 75)
Poor or Fair Health:	16% (percentage of adults reporting poor or fair health)
Poor Physical Health Days:	3.8 (average number of physically unhealthy days reported in past 30 days)
Poor Mental Health Days:	3.9 (average number of mentally unhealthy days reported in past 30 days)
Low Birthweight:	9% (percentage of live births where the infant weighed less than 5 lbs., 8 oz.)

2018 Health Factors—North Carolina

Rank 1-25 Rank 26-50 Rank 51-75 Rank 76-100



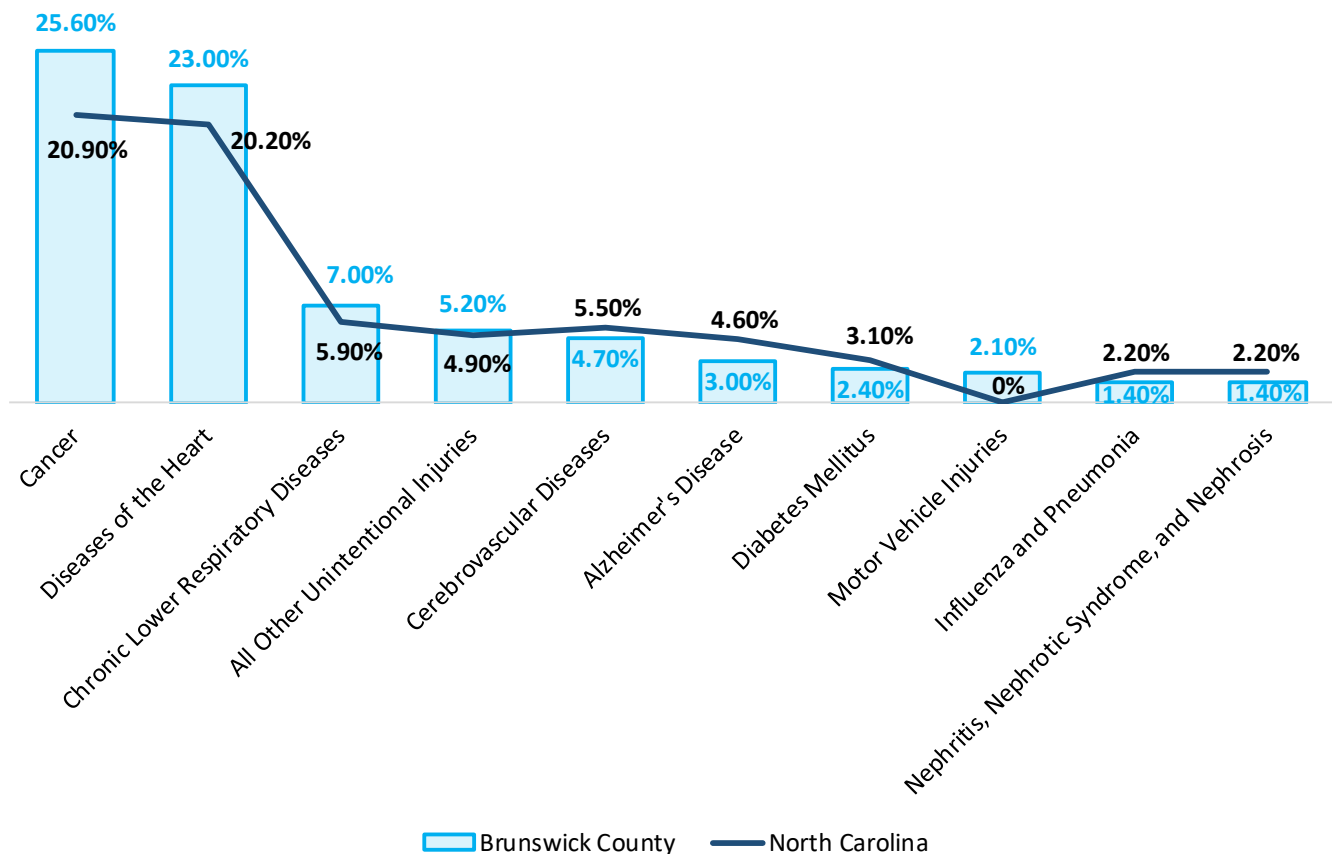
Brunswick County Health Factors:

Adult Smoking:	15% (percentage of adults who are current smokers)
Adult Obesity:	28% (percentage of adults that report a BMI of 30 or more)
Food Environment Index:	7.6 (index of factors that contribute to a healthy food environment, 0=worst to 10=best)
Physical Inactivity:	21% (percentage of adults age 20 and over reporting no leisure-time physical activity)
Access to Exercise Opportunities:	77% (percentage of population with adequate access to locations for physical activity)
Excessive Drinking:	15% (percentage of adults reporting binge or heavy drinking)
Alcohol-Impaired Driving Deaths:	35% (percentage of driving deaths with alcohol involvement)
Sexually Transmitted Infections:	298.7 (number of newly diagnosed chlamydia cases per 100,000 population)
Teen Births:	33 (number of births per 1,000 female population ages 15-19)

Brunswick County Morbidity and Mortality Data

2017 Leading Causes of Death

Rank	Cause	Number	%
1	Cancer	394	25.6
2	Diseases of the Heart	354	23.0
3	Chronic Lower Respiratory Diseases	108	7.0
4	All Other Unintentional Injuries	80	5.2
5	Cerebrovascular Diseases	72	4.7
6	Alzheimer's Disease	46	3.0
7	Diabetes Mellitus	37	2.4
8	Motor Vehicle Injuries	32	2.1
9	Influenza and Pneumonia	21	1.4
10	Nephritis, Nephrotic Syndrome, and Nephrosis	21	1.4

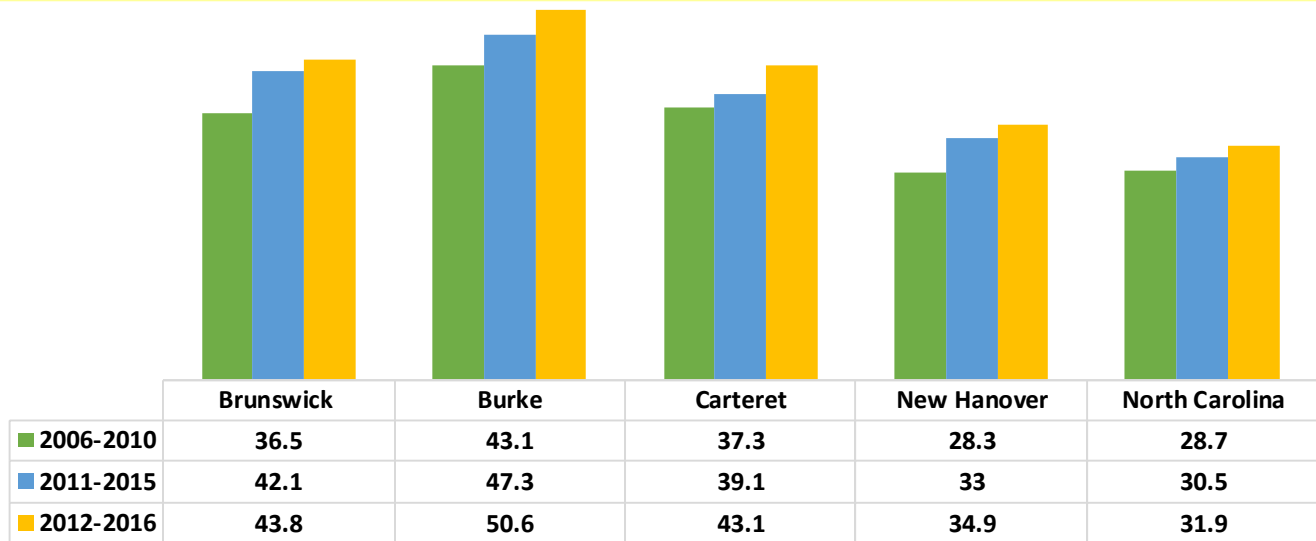


Data Source: North Carolina State Center for Health Statistics

The leading causes of death show how certain health behaviors impact the community. Since 2010, cancer has been the leading cause of death in Brunswick County, followed by diseases of the heart. When compared to North Carolina state rates, Brunswick County has a lower mortality rate for diabetes; Alzheimer's disease; nephritis, nephrotic syndrome, and nephrosis; influenza and pneumonia; and cerebrovascular diseases. The mortality rate for cancer, diseases of the heart, chronic lower respiratory diseases, motor vehicle injuries, and all other unintentional injuries is higher in Brunswick County than the state.

Health Priorities Update: Accidental Death and Injury

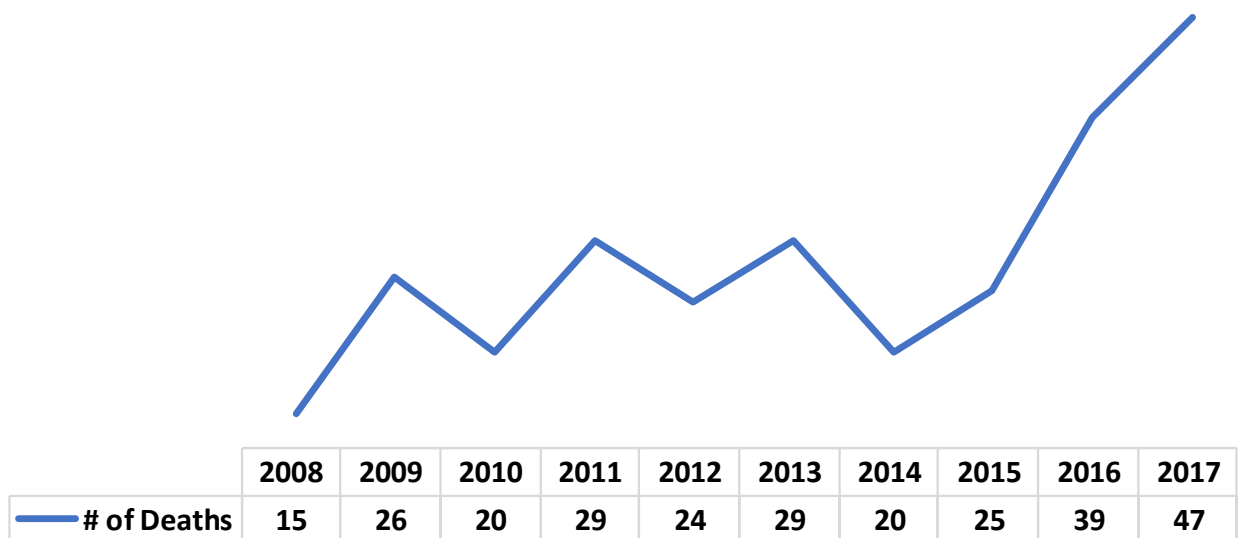
Age-Adjusted Unintentional Injury Death Rates per 100,000 Residents (excluding Motor Vehicle Deaths)



Data Source: North Carolina State Center for Health Statistics (Mortality Statistics Summary)

Since 2006, Brunswick County has seen a continual increase in the five year unintentional injury death rates. From 2012-2016, the death rate from unintentional injuries (age-adjusted per 100,000 residents) was 43.8 in Brunswick County compared to the statewide rate of 31.9.

Unintentional Medication and Drug Poisoning Deaths



Data Source: North Carolina State Center for Health Statistics (Injury Epidemiology and Surveillance Unit)

Between 2015-2017, the unintentional medication and drug poisoning deaths in Brunswick County nearly doubled. The number of deaths in 2017 was triple the number of deaths in 2008.

Health Priorities Update: Accidental Death and Injury

Unintentional injuries are a substantial contributor to premature deaths in Brunswick County. Accidental poisoning deaths resulting from the use, misuse, or abuse of illicit and prescription opioids continue to rise. Brunswick County Health Services (BCHS) collaborates with several community partners to implement evidence-based interventions to reduce the rate of unintentional medication and drug overdose deaths in the county. These interventions target heroin and other substance users, residents prescribed controlled substances, and prescription providers.

Medication Drop Boxes

Unwanted, unused, or expired medications can be accidentally and intentionally misused. According to the U.S. Food and Drug Administration, many abusers obtain medications from the homes of family members and/or friends. Improper disposal can also contaminate the environment and release substances into our ground water supplies. BCHS partners with the Brunswick County Sheriff's Office to encourage residents to protect their families by using the secure collection drop boxes located at several Sheriff's Office and police department locations.

Medication Disposal Pouches

Free medication disposal pouches are available at BCHS. Pouches can be used to dispose of pills, liquids, and patches. Simply put unused medications inside, add water, wait 30 seconds, seal the bag and throw it away. Once adsorbed by the carbon inside the bag, the drugs are ineffective for abuse and safe for disposal in landfills. The pouch itself is environmentally friendly.

Medication Lock Boxes

BCHS distributes medication lock boxes to families with children under age 18 living in their household. We also promote the "Lock Your Meds" campaign by providing educational pamphlets to parents about reducing the risk of accidental medication overdose in children.

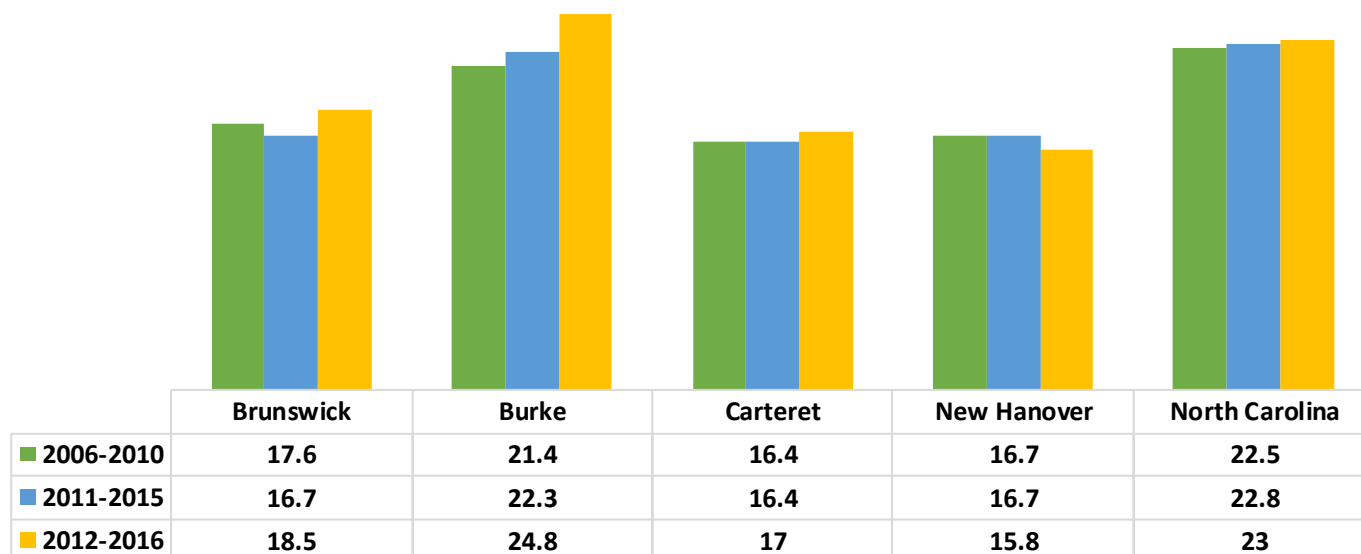
Naloxone Kit Distribution

Brunswick County law enforcement and EMS currently carry Naloxone, which is the reversal agent for heroin and other opioid overdoses. One of our community partners, Coastal Horizons, distributes Naloxone kits to their clients, as well as friends and families of individuals who may be at risk of an overdose.



Health Priorities Update: Chronic Disease

Age-Adjusted Diabetes Death Rates per 100,000 Residents



Data Source: North Carolina State Center for Health Statistics (Mortality Statistics Summary)

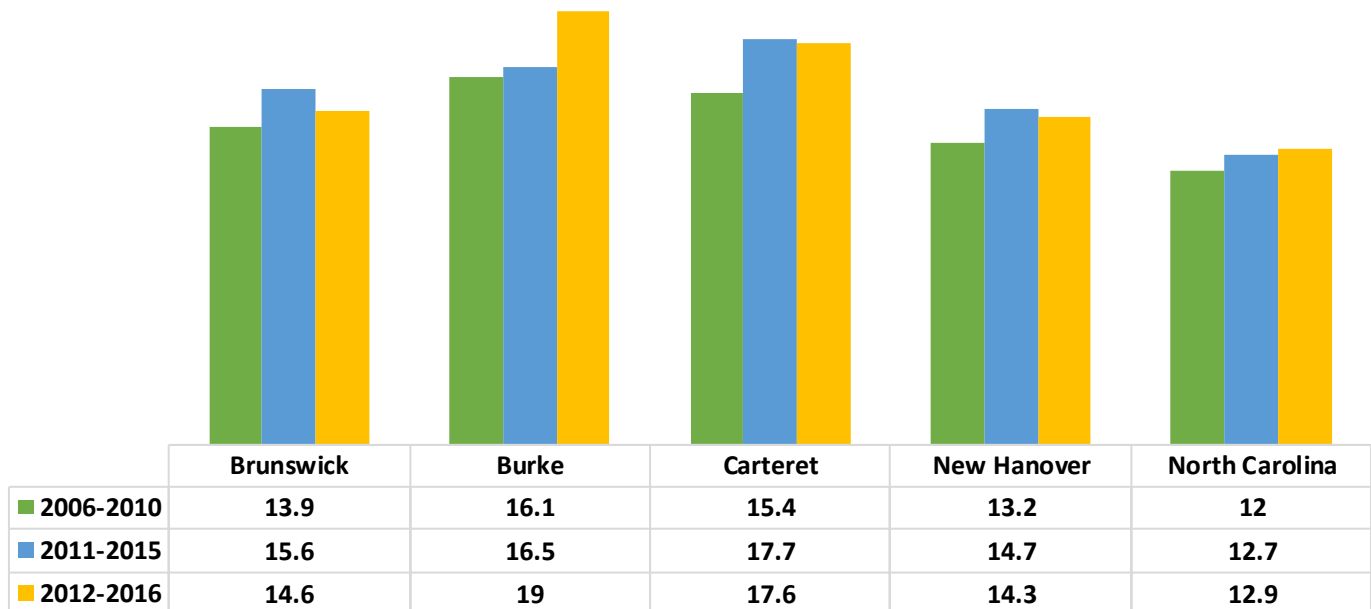
Individuals who are diagnosed with diabetes in North Carolina are more likely to be overweight or obese, and to have two or more chronic diseases (NC SCHS Behavioral Risk Factor Surveillance System). The 2018 County Health Rankings estimate that 28% of adults in Brunswick County are obese and 21% of adults age 20 and over report no leisure-time physical activity. In 2017, diabetes was the county's 7th leading cause of death and the 7th in North Carolina overall, accounting for 3.1% of all deaths in the state (NC SCHS). Between 2012 and 2016, the age-adjusted diabetes death rate in Brunswick County was 18.5 which is below the state-wide rate of 23.

Brunswick County Health Services has implemented diabetes prevention and education interventions to at-risk populations. Our goal is to decrease the number of adults with diabetes and improve the dietary habits of residents. BCHS hosts the Diabetes Self Management Education (DSME) Program, which is approved by the American Diabetes Association. The DSME Program provides education to help individuals manage their type 2 diabetes, prevent complications, and develop healthy lifestyle habits. We partner with Cooperative Extension to provide several community-based programs. Cooperative Extension facilitates Faithful Families, and the Expanded Food and Nutrition Education Program (EFNEP) to teach individuals about smart shopping, healthy eating, and the benefits of physical activity.

Another community partner, Doshier Memorial Hospital, received the Healthy People Healthy Carolinas (HPHC) grant from the Duke Endowment to implement evidence-based interventions that address chronic disease, nutrition and/or physical activity. With this funding, the Brunswick Wellness Coalition (BWC) was formed with representatives from Brunswick County Health Services, Doshier Memorial Hospital, New Hope Clinic, YMCA, and additional organizations. BWC aims to improve the County Health Ranking Health Outcomes score, decrease the obesity rate, decrease physical inactivity levels, and decrease the diabetes age-adjusted death rate.

Health Priorities Update: Mental Health

Age-Adjusted Suicide Rates per 100,000 Residents



Data Source: North Carolina State Center for Health Statistics (Mortality Statistics Summary)

Studies have shown that mental illness, particularly depressive disorders, is strongly linked to the occurrence, successful treatment, and course of many chronic diseases including diabetes, cancer, cardiovascular disease, asthma, and obesity (Chapman et al, 2005, CDC 2015). Many risk behaviors for chronic disease such as; physical inactivity, smoking, excessive drinking, and insufficient sleep are also influenced by mental illness (Chapman et al, 2005).

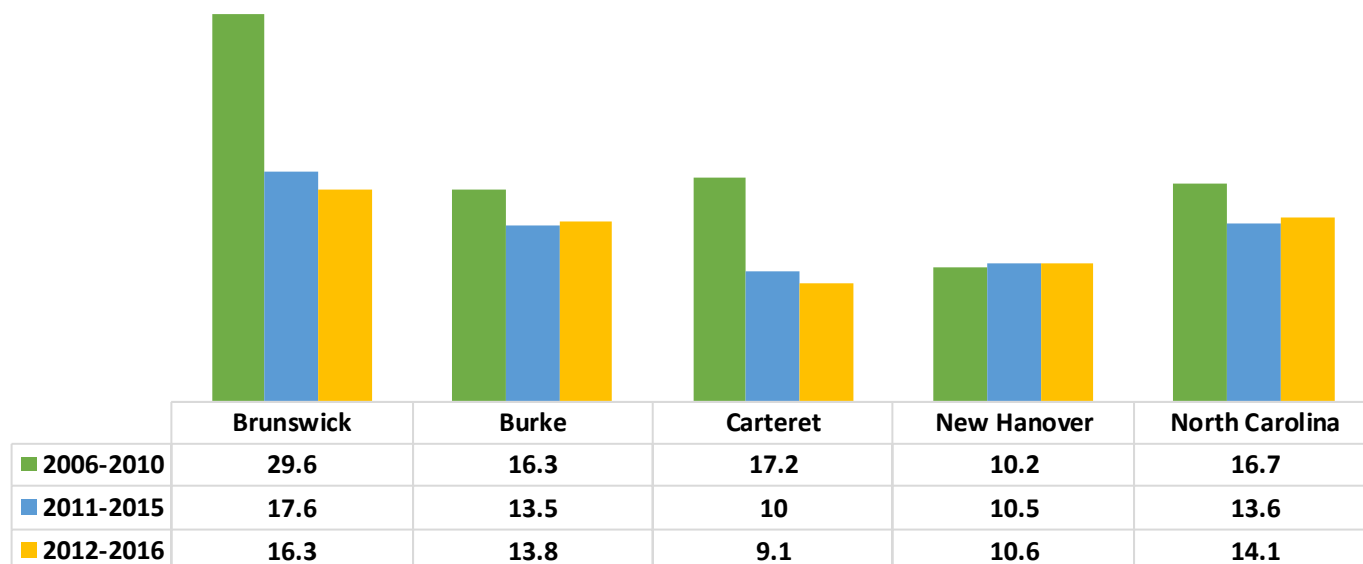
Brunswick County's age-adjusted suicide rate was 14.6 per 100,000 population from 2012-2016, which is considerably higher than the Healthy NC 2020 goal of 8.3. Suicide rates in Brunswick County were lower than two peer counties from 2012-2016, but remained above the statewide rate of 12.9. Changes in the five year rates show that suicide deaths in Brunswick County are slightly decreasing. Additionally, the ratio of the county population to the number of mental health providers including psychiatrists, psychologists, licensed clinical social workers, counselors, marriage and family therapists and advanced practice nurses specializing in mental health care is considerably higher than in peer counties and the state. In 2018, there were an estimated 1,280 residents for every mental health provider in Brunswick County (County Health Rankings Health Factors, 2018). In comparison, New Hanover County's ratio was 270:1 and North Carolina's overall ratio was 460:1.

Through several interventions, the objective of Brunswick County Health Services is to improve the overall mental health of its citizens and reduce the suicide rate. Brunswick County DHHS partnered with Trillium Health Resources to place an Access Point (resource center) in the Department of Social Services lobby that provides customized mental health information, available treatment options, and further recommendations. Our partnership with Trillium also helps to decrease the county population to mental health provider ratio by providing community members with access to online screenings for mental health and substance use disorders, online anonymous access to trained specialists who can provide immediate counseling, and resource guides for locating mental health providers.



Health Priorities Update: Substance Abuse

Age-Adjusted Unintentional Motor Vehicle Injury Death Rates per 100,000 Residents



Data Source: North Carolina State Center for Health Statistics (Mortality Statistics Summary)

Data collected in the 2015 CHA shows that from 2010-2014, 600 traffic crashes occurred in Brunswick County involving alcohol, accounting for 5.8% of all traffic crashes during this time period (NC SCHS Statistics and Reports). Traffic crashes involving alcohol decreased from 6.8% in 2010 to 5.5% in 2014, which is comparable to the statewide average rate of 5% from 2010-2014. However, the percentage of alcohol-related driving deaths in Brunswick County was 38% from 2009-2013, which is much higher than in peer counties (ranging from 29% to 35%) and statewide (33%). Recent data shows that the rate of age-adjusted unintentional motor vehicle injury deaths in Brunswick County has decreased from 2012-2016.

Brunswick County Health Services has partnered with several organizations in recent years to implement initiatives to reduce the percentage of traffic crashes involving alcohol as well as improve overall driving safety.

Booze It and Lose It:

Increasing awareness of the dangers and penalties associated with drinking and driving, as well as high visibility enforcement, will decrease the instance of alcohol-related crashes and deaths in Brunswick County.

Click It or Ticket:

Increasing awareness of the importance of proper seat belt use for drivers and occupants, as well as high visibility enforcement, will increase seat belt use in Brunswick County.

High Visibility Enforcement (HVE) is a universal traffic safety approach designed to create deterrence and change unlawful traffic behaviors.

Street Safe

Driving safety education program for teens that also provides an alternative to traffic school.

Mental Health and Substance Abuse Initiatives

Brunswick County Health Services is committed to preventing and improving mental health and substance use disorders by implementing and promoting various initiatives throughout the county. Our community partners work together to educate the public, promote existing programs and resources, and refer individuals to treatment providers.

Coastal SE United Care

Brunswick County has partnered with Coastal SE United Care to locate a MH/SA provider in Building F of the Government Center campus. Coastal SE takes referrals from jail, court system, and the public.

Brunswick County Opioid Abuse Task Force

The Task Force is comprised of a diversified membership with one goal: reducing the amount of people with opioid addiction. Through a detailed report, it has defined its vision of attacking the opioid abuse problem in Brunswick County.

Opioid Website

BC Health Services website provides opioid addiction information; forms of treatment and treatment locator links; current Brunswick County medication and drug overdose data; and additional links to evidence-based initiatives and online services.

Trillium Access Point

Brunswick County DHHS partnered with Trillium Health Resources to place an Access Point (resource center) in the Department of Social Services lobby that provides customized mental health information, available treatment options, and further recommendations.

Brunswick County Substance Use and Addiction Commission

In October 2018, the Brunswick County Board of Commissioners established the Brunswick County Substance Use and Addiction Commission to address the crisis of substance addiction and advocate to improve treatment options for individuals with substance use disorder.



Emerging Issue 2018: Hepatitis B

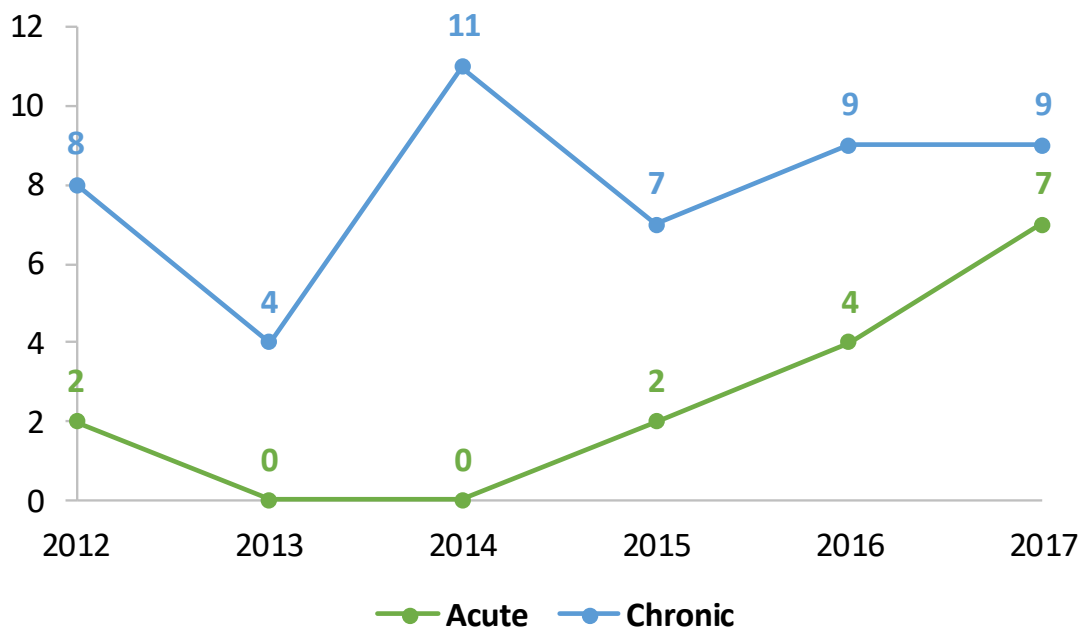
Hepatitis B is a liver infection caused by the hepatitis B virus. Hepatitis B can range from a mild illness lasting a few weeks to a serious, lifelong illness.

Acute hepatitis B is a short-term illness that occurs within the first 6 months after someone is exposed to the hepatitis B virus. An acute infection can range in severity from a mild illness with few or no symptoms to a serious condition requiring hospitalization. Acute infection can lead to chronic infection.

Chronic hepatitis B is a lifelong infection with the hepatitis B virus. Over time, chronic hepatitis B can cause serious health problems, including liver damage, cirrhosis, liver cancer, and even death.

Source: (www.cdc.gov/hepatitis/hbv/bfaq.htm)

Hepatitis B (2012-2017 Reported Cases)

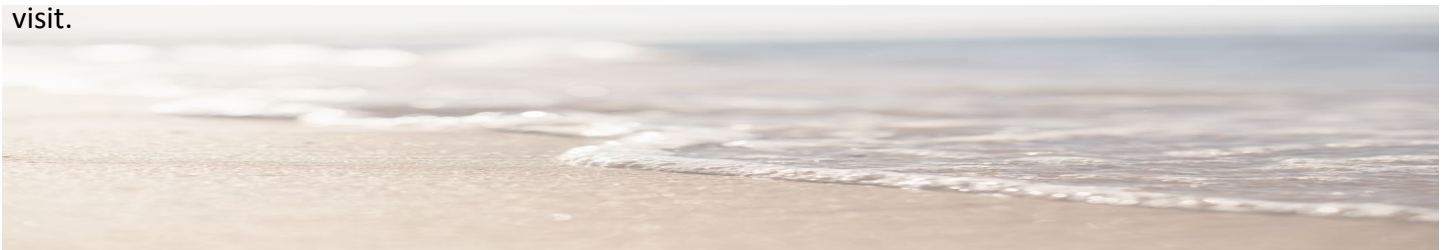


Data Source: (NC Disease Data Dashboard, Communicable Disease Statistics)

New Initiative

Reported cases of Acute and Chronic Hepatitis B are increasing in Brunswick County. The increase in acute cases is more concerning because it is newly infected individuals. BCHS provides testing and administers the Twinrix vaccination for Hepatitis A and B.

In 2018, BCHS established outreach events with New Hope Clinic and Shallotte Treatment Associates. BCHS nurses administered the Twinrix vaccine to seven patients in the New Hope Clinic Hepatitis C Treatment Program. Staff also visited Shallotte Treatment Associates on three occasions, and tested a total of 33 patients for Hepatitis B and C. Twinrix vaccinations were administered to 15 patients during the third visit.



Resources

County Health Rankings & Roadmaps

<http://www.countyhealthrankings.org/>

North Carolina State Center for Health Statistics (NC SCHS)

<http://www.schs.state.nc.us/>

Brunswick County Sheriff's Office Medication Disposal

<http://www.brunswicksheriff.com/resources/medication-disposal>

Diabetes Self Management Education (DSME) Program

<https://www.cdc.gov/learnmorefeelbetter/programs/diabetes.htm>

Trillium Health Resources

<https://www.trilliumhealthresources.org/>

Booze It and Lose It

<https://www.ncdot.gov/programs/GHSP/initiatives/boozeitandloseit/>

Click It or Ticket

<https://www.ncdot.gov/programs/GHSP/initiatives/clickitorticket/>

Street Safe

<http://streetsafeus.com/>

Hepatitis B

<https://www.cdc.gov/hepatitis/hbv/bfaq.htm>





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

From:
David Stanley

Action Item # V. - 21.

Health and Human Services - BSRI - Council of Governments
Grant Agreement for Aging Services

Issue/Action Requested:

Request that the Board of Commissioners approve and execute the FY 2019 Cape Fear Council of Governments Grant Agreement for Senior Center General Purpose Funding ending June 30, 2019.

Background/Purpose of Request:

North Carolina General Statute 143B-181.1(a)(11) establishes a Home and Community Care Block Grant for Older Adults to be administered by the North Carolina Division of Aging. This legislation is the result of a recommendation made by the Department of Human Resources (DHR) Advisory Committee on Home and Community Care, a broad-based, state level advisory committee established in 1989 by North Carolina General Statute 143B-181.9A. This committee was charged with, among other things, developing a "common funding stream" for services to older North Carolinians.

The Home and Community Care Block Grant, effective July 1, 1992, is comprised of funding for in-home and community-based services currently available through the Division of Aging, as well as a portion of funding targeted for in-home and community-based services previously administered by the North Carolina Division of Social Services. Older Americans Act funds constitute approximately 45% of Home and Community Care Block Grant funding, and are intended to develop and enhance comprehensive and coordinated community-based systems of services, opportunities, and protections for older adults. Future funds appropriated by the General Assembly, for this purpose, will also be included in the Home and Community Care Block Grant. Area Agencies on Aging will fund County programs on aging through grant agreements with Boards of County Commissioners and community service providers such as our own Brunswick Senior Resources Inc. (BSRI).

Attached, please find the FY 2019 Cape Fear Council of Governments Grant Agreement for the provision of aging services. This agreement requires approval and execution by the Chairman of the Brunswick County Commissioners and County Finance Officer. Local match is provided through funds previously committed to BSRI as the Lead HCCBG agency for Brunswick County by Brunswick County's Budget Allocation. The attached funding budget form outlines each senior center in the county and its allocation. No additional county funding is required. Staff recommends approval of the grant agreement.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve and execute the FY 2019 Cape Fear Council of Governments Grant Agreement for Senior Center General Purpose Funding ending June 30, 2019.

ATTACHMENTS:

Description

- ▣ SFY 18-19 AAA County Grant Agreement Request Letter
- ▣ SFY 18-19 HCCGB Agreement for Aging Services



Area Agency On Aging

Cape Fear Council of Governments

DATE: February 4, 2019

TO: Ann Hardy, Brunswick County Manager

FROM: Jane Jones, Region O AAA Director

SUBJECT: County Grant Agreement – SFY 18/19

Enclosed please find three (3) originals of the Grant Agreement for Aging Services (DOA-735) for Brunswick County

Please obtain the appropriate signatures and **return all originals** no later than February 25, 2019. I will forward your fully-executed original soon thereafter.

If you have any questions, please do not hesitate to contact me.

Enclosures (3)

cc: Jim Fish, Brunswick Senior Resources, Inc.
Ginny Brinson

July 1, 2018 through June 30, 2019

Home and Community Care Block Grant for Older Adults

Agreement for the Provision of County-Based Aging Services

This Agreement, entered into as of this 4th day of February, 2019, by and between the County of Brunswick (hereinafter referred to as the "County") and the Cape Fear Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the Area Agency through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging and Adult Services, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:
Brunswick Senior Resources, Inc.
Interim Healthcare of the Eastern Carolinas, Inc.
- 1(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DAAS-732) for the period ending June 30 for the year stated above.
2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.

3. Grant Administration. The grant administrator for the Area Agency shall be Chris May, Executive Director (title). The grant administrator for the County shall be Jim Fish, President/CEO (title).

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DAAS-732) are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.
5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DAAS-732).

(a) Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

(b) Reimbursement of Service Costs

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

c) Role of the County Finance Director

The County Finance Director shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

(d) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging and Adult Services through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers, revised February 17, 1997.

If through the US Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging and Adult Services Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

8. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service Monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm> .

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Administrative Letter 12-08. As of July 1, 2012, DAAS Program Compliance Representatives (PCRs) are no longer monitoring HCCBG services provided through county departments of social services.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (<http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

9. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures

thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director
North Carolina Division of Aging and Adult Services
2101 Mail Service Center
693 Palmer Drive
Raleigh, North Carolina 27699-2101

10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
11. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp>

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
<ul style="list-style-type: none"> Less than \$25,000 in State or Federal funds 	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> Greater than \$25,000 and less than \$500,000 in State Funds or \$750,000 in Federal Funds 	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> \$500,000 + in State funds but Federal pass through in an amount less than \$750,000 	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal Funds
<ul style="list-style-type: none"> \$500,000+ in State funds <u>and</u> \$750,000+ in Federal pass through funds 	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)	May use State and Federal funds
<ul style="list-style-type: none"> Less than \$500,000 in State funds <u>and</u> \$750,000+ in Federal pass through funds 	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part (i.e. Single Audit)	May use Federal funds, but <u>not</u> State funds.

12. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.
13. Indemnity. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.
14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.
16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.

17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.
21. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.
22. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. Information on retention requirements is posted at <http://www.ncdhhs.gov/control/retention/retention.htm> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the

earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <http://archives.ncdcr.gov/For-Government/Retention-Schedules/Authorized-Destruction>.

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

This page will be utilized when the Area Agency is designated by County to write checks to community service providers.

23. Payment to Community Service Providers by the Area Agency on Aging. The County authorizes the Area Agency on Aging, in lieu of the County Finance Officer, to provide interim and reimbursement payments to community service providers as prescribed in paragraphs 6(a) and (c) of this Agreement. Services applicable to this authorization are as follows:

Community Service Provider

Service

Brunswick Senior Resources, Inc.

Transportation, Senior Center Operations,
Congregate Meals, Home Delivered Meals,
In Home Aide

This authorization by the County shall be in compliance with requirements set forth in the North Carolina Budget and Fiscal Control Act. The County Finance Officer shall establish controls to account for the receipt and expenditure of Home and Community Care Block Grant Funds.

23. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

_____ County

Attest:

_____ By: _____
Chairman, Board of Commissioners

Area Agency

Attest:

_____ By: _____
Area Agency Director Executive Director,
Lead Regional Organization

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: _____
FINANCE OFFICER, Lead Regional Organization

Provider Services Summary

REVISION # , DATE : 7/1/2018

	*Adult Day Care & Adult Day Health Care	Net Service Cost
2000	2,100	2,100

Net Ser. Cost Total

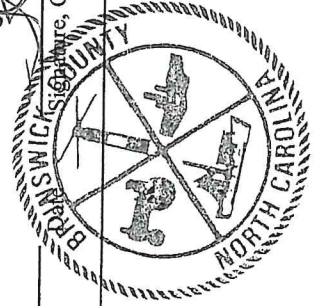
with Block Grant Funding.

Signature, Chairman, Board of Commissioners Date

Authorized Signature, Title _____ Date _____
Community Service Provider

Am J Clin

11/10





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

Action Item # V. - 22.

From:
Stephanie Lewis, Operation Services
Director

Operation Services - Tip Fee Exemption Shoreline Baptist
Church

Issue/Action Requested:

Request that the Board of Commissioners approve a tip fee exemption at the Brunswick County Landfill for Shoreline Baptist Church.

Background/Purpose of Request:

The county has typically waived tipping fees for churches and other non-profit organizations in the past. This organization has applied to be exempt from tipping fees. This exemption of fees applies only to the county landfill in Bolivia and does not include regular household trash or yard debris.

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 tip fee exemption at the Brunswick County Landfill for Shoreline Baptist Church.

ATTACHMENTS:

Description

- ☐ Tip Fee Exemption Request

Brunswick County Solid Waste & Recycling
P.O. Box 249, Bolivia, NC 28422
Phone (910) 253-2520 Fax (910) 253-2539



Application for Charitable Organizations to be Exempt from Tipping Fees
at the Brunswick County Transfer Station and C & D Landfill

Please complete the following form and return it to the above address. Completed applications will be reviewed by the Board of Commissioners. If approved, authorized members of your organization will receive a card that should be shown to the Scalehouse Operator at the Landfill in order to dispose of materials free of charge. Up to three officers of your organization will receive this authorization card. In order to dispose of materials for free, an authorized individual from the organization would need to show the card to the Scalehouse Operator. An authorized individual may give the card to another member of the organization as long as the authorized individual calls the Scalehouse Operator in advance. **The exemption from tipping fees does not apply to regular household trash or yard debris. Only materials from the operation of the approved organization qualify for the exemption.**

Name of Organization SHORELINE BAPTIST CHURCH
Address of Organization 4198 VANESSA DRIVE, SOUTHPORT, NC 28461
Phone Number of Organization 910-457-1909
Please briefly describe your organization's mission to take the love of Jesus to our community. We hold church clean-up days about quarterly and need to take discards to the landfill.
Please briefly explain why your organization needs to be exempt from tipping fees non-profit church

Please list the name, title, home address and phone number of each officer that would be authorized to dispose of materials at the Landfill. Each of these individuals would need to read and sign this form to indicate that they understand the terms of the exemption.

Name	Title	Address	Phone	Signature
1) <u>PANNY MATTHEWS</u>		<u>2019 Bowman ST SW</u>	<u>336-706-2575</u>	
2) <u>CHAIR of Leadership</u>		<u>Supply, NC 28463</u>		<u>[Signature]</u>
3) _____				



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

From:

Aaron Perkins, Director of Parks & Recreation

Action Item # V. - 23.

Parks & Recreation - Alfred Benesch & Company Additional Services on the Smithville Park Phase 1 Project

Issue/Action Requested:

Request that the Board of Commissioners approve additional compensation for services from Alfred Benesch & Company on the Smithville Park Phase 1 in the amount of \$10,000.

Background/Purpose of Request:

Smithville Park Project Phase 1 issued notice to proceed on April 7, 2017 with original contract completion to be April 2, 2018. Substantial completion was obtained July 26, 2018. Alfred Benesch and Company has requested additional funding due to modification to the Smithville Park plans in which created conflicting issues with equipment and layout of the concession stand. The changes led to multiple unanticipated onsite meetings with Brunswick County Building Inspection and Environmental Health until final approvals were issued.

The attached letter is a request for those additional services. Their proposal provides the scope of their services. The services performed exceed the scope of on site meetings.

Fiscal Impact:

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

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve additional compensation for services from Alfred Benesch & Company on the Smithville Park Phase 1 in the amount of \$10,000.

ATTACHMENTS:

Description

- Smithville Park Phase 1 Addictional Compensations Letter

October 16, 2018

Mr. Aaron Perkins
Brunswick County Parks & Recreation
P.O. Box 249
Bolivia, NC 28422

RE: Smithville Park Phase I
Contract Amendment #3

Dear Aaron:

Thank you again for the conversation about additional construction administration throughout the life of the construction efforts. We believe that overall, involved parties are happy with the final product but there were a few unexpected issues that required additional time and effort to resolve.

Additional time and effort for the following consisted of the following:

- Coordination meetings both in person, by phone, and email
- Responding to RFI's and contractor questions for issues or efforts beyond our design scope
- Efforts to address construction / contractor issues (and prolonged contract duration)
- Site Inspections / meetings (labor and mileage)
- Project Administration

Specific project items that required additional effort included:

1. Coordination of Environmental / Health Department Review (submission/coordination was conducted by County; assistance was offered by design team to modify plans for the equipment changes). The modification created some conflicting issues – primarily size of sink and placement, drain line elevations and grease trap installation).
2. Building Construction efforts
 - a. Additional coordination effort was required for coordination of owner provided CMU
 - b. Grease trap and plumbing line installation efforts (eventually installed per plan; flow restrictors were modified, and grease trap venting had to be modified as it was not originally installed per plan).
 - c. Hot water heater and plumbing issues for final approval (eventually installed per plan with stand and strapping)
3. Contractor issues with the installation, maintenance and grow-out of the Athletic Fields (sprigs) – substantial completion was obtained July 26, 2018 for the fields (additional meetings and inspections were held; in two separate instances portions of the field had to be sodded per the agreement of the design team and contractor coordination developed at the meeting).
4. Coordination of two substantial completion approvals (Buildings and then Playing Fields) were need to accommodate contractor efforts for the building and utilization of the facilities for a Grand Opening event (need occupancy permit to host event).

Aaron Perkins
October 16, 2018
Page |2

Contract NTP was April 7, 2017 with original contract completion to be April 2, 2018 (360 day contract). Substantial completion was only obtained July 26, 2018. The following are additional site visits (beyond originally scoped efforts) that were required to mitigate the various situations listed above.

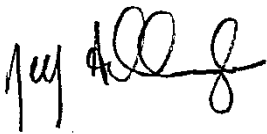
- July 24, 2018 – on site meeting with contractor, county and building code official to mitigate initial grease trap issue (modified location that was not approved or correct).
- August 7, 2018 – additional site visit for alternate Signal pole locations and coordination with Utility company to verify impacts in utility easement
- March 15, 2018 – additional site meeting required for building coordination efforts (grease trap, plumbing line issues, hot water heater installation issues and bleacher installation over swale – contractor requested modified layout).
- April 17, 2018 – final inspection requested – too many issues found (was not ready for punch list – cumulative summary was provided).
- June 22, 2018 – additional site visit to meet ECC on site to discuss issues at swale between tennis courts.
- June 28, 2018 – additional meeting to discuss and verify punch list site, athletic field and swale issues
- July 27, 2018 – additional site meeting with ECC to verify substantial completion

As the final construction project close-out is completed, our scoped services for the project will be completed. The contractor is required to make necessary repairs identified for the duration of the warranty period (through July 26, 2019). Additional efforts can be required as requested.

The additional compensation being request is an \$10,000 for additional labor effort and mileage that have been expended, we will increase our current agreement with Brunswick County by this amount. For billing purposes a new line item will be added to invoices called Amendment #3. Please let us know if you prefer to handle the formatting of this amendment differently.

Please indicate your approval of this amendment by signing below.

Sincerely,



Jeff Ashbaugh, PLA
Senior Project Manager



Phillip E. Hobbs, PLA, LEED AP
Vice President North Carolina Division Manager

AGREEMENT AND AUTHORIZATION TO PROCEED WITH THE SCOPE OF WORK INDICATED ABOVE.

Brunswick County

Date



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

Action Item # V. - 24.

From: Register of Deeds - Preservation of Record Books
Brenda M. Clemmons, Register of Deeds

Issue/Action Requested:

Request that the Board of Commissioners concur and authorize removal of records from the Register of Deed's office to the Kofile Technologies facility for a period of no more than 90 days from the approval of said Board.

Background/Purpose of Request:

In accordance with the provisions of G.S. 132-7, record books should be copied or repaired, renovated or rebound if worn, mutilated, damaged, or difficult to read; further when such has been determined by the agency of government that by law retains them, that such are in need of repairs and such repairs require the record be removed from the building or office in which such records are ordinarily kept for the length of time required to repair, restore, or rebind them. The Board of Commissioners in this case may authorize the Register of Deeds to allow the removal of said records for the time needed to make repairs.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners concur and authorize removal of records from the Register of Deed's office to the Kofile Technologies facility for a period of no more than 90 days from the approval of said Board.

ATTACHMENTS:

Description

- ▣ Kofile Technolgies Quote 2018-2019



January 31, 2019

Brunswick County
Brenda M. Clemmons, Register of Deeds
75 Courthouse Drive
Bolivia, NC 28422

Dear Ms. Clemmons,

Please find enclosed the results of my recent survey of your records with reference to conservation treatment of your historical records.

Our recommendations for the conservation of your records include deacidification, adhesive removal and reinforcement of paper as necessary (with repair or replacement of index tabs where indicated) resewing, rebinding or archival grade polyester encapsulation, as appropriate. The deacidification process, which halts the inevitable self-destruction of acidic paper, should be considered whenever conservation or even long term storage of unique records is evaluated.

Kofile Preservation has specialized in the deacidification (chemical treatment) and repair of public records since 1974. During this time we have performed conservation services for over 3000 municipal and county records management facilities.

Deacidification will be performed after careful testing of paper and inks. Aqueous or non-aqueous deacidification methods will be determined by the conservation lab professionals. All pressure sensitive adhesive materials are removed. Mending is done using Japanese tissue and reversible adhesives. Books are resewn with linen thread and bound in leather or other cover material of choice using acid-free materials and easily reversible adhesives. Where appropriate, archival grade polyester envelope encapsulation with placement of materials into custom post binders replaces rebinding.

Please contact us at 804-564-1231 with any questions or comments or to arrange transportation of your documents.

Sincerely;

A handwritten signature in black ink that reads "Greg Brooks". The signature is fluid and cursive, with the first name "Greg" being more prominent than the last name "Brooks".

Greg Brooks



Conservation Proposal
January 29, 2019

County	Book name	Total price
Brunswick	Death- Volume 68	\$ 1,260.00
Brunswick	Death- Volume 69	\$ 1,020.00
Brunswick	Death- Volume 70	\$ 1,050.00
Brunswick	Death- Volume 71	\$ 1,122.00
Brunswick	Death- Volume 72	\$ 1,375.00
Brunswick	Death- Volume 73	\$ 1,359.00
Brunswick	Death- Volume 74	\$ 1,396.00
Brunswick	Death- Volume 75	\$ 1,450.00
Brunswick	Death- Volume 76	\$ 1,425.00
Brunswick	Death- Volume 77	\$ 1,825.00
Brunswick	Death- Volume 78	\$ 1,796.00
Brunswick	Death- Volume 79	\$ 2,040.00
Brunswick	Death- Volume 80	\$ 1,975.00
Brunswick	Death- Volume 81	\$ 2,248.00
Brunswick	MARRIAGES- Volume 1 1867-73	\$ 3,779.00
Brunswick	MARRIAGES- Volume 1 1874-76	\$ 2,896.00
Brunswick	MARRIAGES- Volume 1 1877-79	\$ 3,168.00
Brunswick	MARRIAGES- Volume 2 1880-82	\$ 3,032.00
Total		\$34,216.00

Condition: Death books previously bound are in poor condition with chipping and cracking noted. Paper tested acidic and exhibits considerable embrittlement. Marriages are in extremely poor condition and are housed in non-inert vinyl sleeves. Paper is acidic. Water stains, grime and possible mold are present. Paper is very weak with chipping, tears and voids. All will require extensive stabilization, mending and or flattening. Extensive repairs with with pressure sensitive tape noted throughout the collection. Some of the pressure sensitive tape appears to have crosslinked with the paper which could prohibit complete removal.

Treatment: Documents to be cataloged and assessed for condition upon receipt. Pressure sensitive tape and previous mends to be removed to the extent possible without causing damage to paper and inks. Paper deacidified. All major chips and tears to be mended with Japanese tissue. Certificates to be placed into envelopes of 2 mil archival grade polyester with infrared welded seams, (three sided seal). Envelopes to be placed into new records binders.





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

Action Item # V. - 25.

From:
Jeffery P Niebauer

Tax Administration - Annual Tax Advertisement Order for 2018
Unpaid Tax Liens

Issue/Action Requested:

Request that the Board of Commissioners approve the advertisement of 2018 unpaid tax liens on real property.

Background/Purpose of Request:

Advertisement of the 2018 unpaid tax liens on real property in the local newspaper as required by G.S. 105-369.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the advertisement of 2018 unpaid tax liens on real property.

ATTACHMENTS:

Description

- Annual Advertisement Order for 2018 Unpaid Tax Liens



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

JEFFERY P NIEBAUER
TAX ADMINISTRATOR

TONY MASIERO
ASST. TAX ADMINISTRATOR

MELINDA ORE
DEPUTY TAX COLLECTOR

Order for Advertisement of 2018 Unpaid Tax Liens on Real Property

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

It is hereby ordered that the Tax Collector will cause to have published once in the local newspaper all unpaid 2018 tax liens on real property during the period prescribed by law. The Advertisement will combine the liens of the County of Brunswick, Smithville Township, Sunset Beach, Caswell Beach, Village of Bald Head Island, Carolina Shores, Calabash, Boiling Spring Lakes, Southport, Shallotte, Bolivia, Navassa, Belville, Sandy Creek, Varnamtown, Northwest, St. James, Leland, Bald Head Island MSD Zone A & B, and the Fire District Fees thereon.

Date _____

Frank Williams, Chairman
Brunswick County Board of Commissioners



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

Action Item # V. - 26.

From: Tax Administration - February 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 listed below.

County personal property release value \$28,935 (4 releases)

County VTS February 2019 release value \$247,889 (25 releases)

Smithville VTS February 2019 release value \$57,704 (4 releases)

Belville VTS February 2019 release value \$8,384 (1 release)

Carolina Shores VTS February 2019 release value \$2,280 (1 release)

Leland VTS February 2019 release value \$64,165 (5 releases)

Northwest VTS February 2019 release value \$10,003 (1 release)

Oak Island VTS February 2019 release value \$1,560 (1 release)

Shallotte VTS February 2019 release value \$937 (1 release)

Southport VTS February 2019 release value \$50,559 (2 releases)

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the January 2019 releases.

ATTACHMENTS:

Description

- ☐ Tax Releases February 2019
- ☐ Motor Vehicle Release VTS February 2019 Processed January 2019 (NCDMV Tax & Tag)

Tax Releases for February 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
047203	1/9/2019	NIPPER MARY JO PATTISHALL	101709 (2018)	80016227		NULL	LOCKWOOD FOLLY	\$9.51-C	\$1,960.00	Did Not Own January 1
047204	2/6/2019	MCGOUGAN LARRY HILTON	093242 (2017)	80057164		232JD027	LOCKWOOD FOLLY	\$14.74-C \$1.47-LL	\$3,040.00	Duplicate Listing
047205	2/6/2019	FLYNN MICHAEL	047358 (2018)	80029019	OCEAN ISLE BEACH	244ON026	SHALLOTTE	\$89.56-C	\$18,465.00	Did Not Own January 1
047206	2/6/2019	BURBANK GERALD M	019975 (2018)	80028753		242FC015	SHALLOTTE	\$26.53-C	\$5,470.00	Did Not Own January 1

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 JANUARY 2019

<u>Adjustment #</u>	<u>Abstract #</u>	<u>Name-Last, First, Middle</u>	<u>Tag #</u>	<u>Year</u>	<u>Make</u>	<u>B-VAL</u>	<u>New Value</u>	<u>Diff.</u>	<u>City</u>	<u>Twp.</u>	<u>Override %</u>	<u>Override Value</u>	<u>Override Status</u>	<u>Acquisition Cost</u>	<u>Acquisition Year</u>	<u>Dep Sch</u>	<u>Exempt Type</u>	<u>Notes</u>	<u>Date</u>	<u>Code</u>	<u>Code Description</u>
769084	39702272	RUPKALVIS, JAMES AUGUST	EHN2879	2016	NISS	11,960	-	11,960	21	3							MILITARY	HOR-SD	01/02/19	4	Military Exempt
769253	44987144	LOPEZ, MARTIN	DCW5616	2013	HOND	16,370	13,950	2,420	31			13,590						NADA VALUE \$13,950	01/02/19	20	Appealed value
770487	44999319	GUENTHER, GORDON NORBERT JR	DY9817	2015	CHEV	22,310	-	22,310	31								MILITARY	HOR-TN	01/04/19	4	Military Exempt
770883	91197939	KOZLOWSKI, JAMES VINCENT	SSJ2579	2014	ACURA	24,510	20,575	3,935				20,575						ADJ PER NADA	01/07/19	20	Appealed value
771160	45881613	HICKMAN, TRACY BENTON	CL19539	2019	CURA	15,030	6,400	8,630				15,030						25' 2 AXLES (240/FT+200/AXLE)	01/08/19	20	Appealed value
771685	438961	GLEMMING, JAMES HENRY JR	SAGOLF	2012	TOYT	11,850	9,480	2,370				9,480						PER NC INSPECTION 140,139 MILES	01/09/19	12	High Mileage/Condition
769234	420284	WARD, CHARLES MACK	TSJ6517	2004	FORD	2,230	1,293	937	22			1,293						319,639 MILES INSPECTED BY A. SPENCER	01/10/19	12	High Mileage/Condition
769283	45484901	PRICE, SHARON VAN	FLC8822	2008	CHRY	6,860	5,300	1,560	14	3		5,300						NADA VALUE \$5300	01/10/19	20	Appealed value
771797	45625529	ABBONDANDELO, GARY ULDERICO	CK86879	2018	HOME	12,600	5,100	7,500				5,100						24' ENCLOSED/ 2 AXLES (200/FT+150/AXLE)	01/10/19	20	Appealed value
771802	45877856	HYMAN, JOHN ANDREW	CDZ2587	2014	FORD	9,776	8,310	1,466				8,310						144,640 MILES INSPECTED BY A.SPENCER	01/10/19	12	High Mileage/Condition
771806	44574234	GUENTHER, GORDON NORBERT JR	7A1228	2018	HD	19,230	-	19,230	31								MILITARY	HOR- TN	01/10/19	4	Military Exempt
771811	44152500	DAVIS, MATTHEW DOUGLAS	PBE5895	2018	CHEV	23,980	17,800	6,180	31			17,800		17,800	2018			2018 BOS= \$17,800	01/10/19	1	Adjusted per Purchase Price
771819	45861253	FEEZOR, ALLEN DANIEL	CK34521	2015	COMS	8,864	1,543	7,321				1,543						16FT/ 2 AXLES (\$100/FT+100/AXLE-DEP)	01/10/19	20	Appealed value
773033	8867440	MEADOWS, JAMES	SRE1915	2014	MAZ	22,360	16,775	5,585		3		16,775						ADJ PER NADA	01/14/19	20	Appealed value
773162	14177068	LEONARD, SHARON	AREELADY	2011	TOYT	7,740	4,644	3,096				4,644						NC INSPECTION 206,199 MILES	01/14/19	12	High Mileage/Condition
774284	45913878	PLZAK, JANET MARY	FHB4919	2019	CADI	62,260	48,235	14,025	31			48,235						ADJ PER BOS	01/17/19	1	Adjusted per Purchase Price
775184	41242407	ESAW, CHARLENE LIVINGTSTON	FDB7453	2012	MERZ	18,930	16,650	2,280	18			16,650						ADJ PER NADA	01/22/18	20	Appealed value
774073	41531903	DAY, SARA LESLEY	BJH6474	2016	FORD	16,769	8,385	8,384	25								MILITARY	50% EXEMPTION HOR-MO	01/22/18	4	Military Exempt
773727	45636014	GIVEN, AARON	PKX1971	2015	RAM	20,330	-	20,330									MILITARY	HOR-PA	01/22/19	4	Military Exempt
773291	10742113	DORTCH, WILLIAM ANDREW	CFA4966	2014	GMC	14,305	13,624	681										NC INSPECTION 113,121	01/22/19	12	High Mileage/Condition
775325	46002749	TYSON, JONATHAN L	CK14855	2017	CARR	10,590	587	10,003	28			587						2017 BOS=617.50	01/24/19	1	Adjusted per Purchase Price
775323	45888631	TALTAVALL, PAUL STEWART	CL19540	2015	CHNG	8,120	733	7,387				733						\$100/FT+\$100/AXLE-5% DEP (8')	01/24/19	20	Appealed value
775743	44580055	SIMPSON, MATTHEW DAVID	DLN7262	2018	FORD	37,200	-	37,200										HOR-PA	01/24/19	4	Military Exempt
777615	45172593	CURRY, PATRICK MARTIN	FJV7673	2018	FORD	38,599	-	38,599	21	3							MILITARY	HOR-CT	01/31/19	4	Military Exempt
778380	45794027	POLLEN, LARRY ALEXANDER	62120	1929	FORD	5,000	500	4,500				500						APPROVED FOR ANTIQUE VALUE	01/31/19	19	Antique Value Approved



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

From:
Andrea White

Action Item # VI. - 1.

Presentation - Proclamation in Appreciation of Bruce Maxwell
(Commissioner Marty Cooke)

Issue/Action Requested:

Request that the Board of Commissioner present a Proclamation to Mr. Bruce Maxwell in appreciation of his contributions during his time with Computers 4 Kids.

Background/Purpose of Request:

Mr. Bruce Maxwell has announced that he will be moving and will no longer be able to volunteer with Computers 4 Kids. Mr. Maxwell has faithfully volunteered and helped lead this organization for many years and it is only fitting that he be recognized for his contributions.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioner present a Proclamation to Mr. Bruce Maxwell in appreciation of his contributions during his time with Computers 4 Kids.

ATTACHMENTS:

Description

- ▣ Proclamation in Appreciation of Bruce Maxwell

County of Brunswick
Office of the County Commissioners



**PROCLAMATION
IN APPRECIATION OF BRUCE MAXWELL**

WHEREAS, technology is essential in today's workforce and computer literacy is a very important skill to possess; and

WHEREAS, in 2006, the Brunswick County Volunteer Center identified the need for more home computers for children in Brunswick County Schools; and

WHEREAS, in response to that need, a volunteer group known as Brunswick County Computers 4 Kids was formed with a mission to recondition donated PCs and provide them to students in the county that did not have a home computer; and

WHEREAS, Mr. Bruce Maxwell has been instrumental in the success of this organization; and

WHEREAS, he has faithfully volunteered and helped lead this organization to provide over 2,700 computers to students in need in Brunswick County; and

WHEREAS, the efforts of Mr. Maxwell and the other volunteers have enabled many Brunswick County students to obtain the technological skills necessary to achieve great things academically, professionally, and for the communities in which they live.

NOW, THEREFORE, the Brunswick County Board of Commissioners takes great pleasure in presenting this Proclamation of Appreciation to Mr. Bruce Maxwell for the difference he has made in the lives of so many children in Brunswick County and for sharing his time and talents by investing in our youth.

This the 18th day of February, 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
February 18, 2019

Action Item # VII. - 1.

From:

Kirstie Dixon, Planning Director

Planning - Z-777 (Kirstie Dixon, Planning Director)

Issue/Action Requested:

Request that, after the Public Hearing, the Board of Commissioners hold First Reading, waive Second Reading, and consider amending the Brunswick County Unified Development Ordinance Map from R-7500 (Medium Density Residential) to C-LD (Commercial Low Density) (Z-777).

Background/Purpose of Request:

This rezoning proposes to rezone Tax Parcels 205PA04006 and 205PA04009 from R-7500 (Medium Density Residential) to C-LD (Commercial Low Density). This will allow for commercial use. This rezoning totals approximately 3.58 acres.

At the Planning Board Meeting, Mr. Jason Caines addressed the Board. He stated that he has spoken with MDI Management LLC and the developer of Southport Crossing regarding an access easement off Southport Crossing Way for ingress and egress to the subject property. There was no opposition to the zoning change at the Planning Board's Public Hearing.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

At their meeting on 14-Jan-19, the Planning Board voted unanimously to recommend approval of the rezoning as presented.

Members Present: Eric Dunham, Joy Easley, Richard Leary, Ron Medlin, Troy Price and William Bittenbender

Members Absent: Alvin Nobles and Tom Simmons

County Manager's Recommendation:

Recommend that, after the Public Hearing, the Board of Commissioners hold First Reading, waive Second Reading, and consider amending the Brunswick County Unified Development Ordinance Map from R-7500 (Medium Density Residential) to C-LD (Commercial Low Density) (Z-777).

ATTACHMENTS:

Description

- ☐ Application
- ☐ Staff Report
- ☐ Zoning Map

- ▣ Land Use Plan Map
- ▣ Photos
- ▣ Minutes
- ▣ Consistency Statement



REZONING APPLICATION

For Office Use Only

Planning Project #: 301270

Rezoning Case Z- 777

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): Jason E. Caines

Mailing Address: P.O. Box 866
Trinity NC, 27370

Phone: 336 689 5672 Email: dynamicdesignsco@gmail.com

PROPERTY OWNER INFORMATION (If different from above)

Owner Name(s): Same

Mailing Address: same

Phone: same Email: same

PROPERTY INFORMATION

Property Address and/or Description of Location: Dutchman Acres Parcel 205 PA04006
205 PA04009

Parcel Tax ID #(s):
208711763039
208711753854

Total Site Acreage: 2.550 AC

Current Zoning District(s): R75

Proposed Zoning District(s): CO-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:

Both Parcels of land are adjoining other Commercial property.

LAND USE COMPATIBILITY

Future Land Use Map Classification: Mixed-Use

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: Jasen E. Canis

Date: 11/14/18

Owner Signature: Jasen E. Canis

Date: 11/14/18

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: 11/14/18

RECEIPT #: 23678

☐ <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-777

January 14, 2019



APPLICATION SUMMARY

The applicant requests to rezone Tax Parcel 205PA04006 and 205PA04009 from R-7500 (Medium Density Residential) to CLD (Commercial Low Density). This rezoning request is conventional therefore, no conditions are proposed. All owners and adjacent owners have been notified via first class mail.

Location

Acres Lane

Tax Parcel(s)

205PA04006 and 205PA04009

Current Zoning

R-7500 (Medium Density Residential)

Proposed Zoning

CLD (Commercial Low Density)

Surrounding Zoning

R-7500, CLD, SP-HC (Southport Jurisdiction – Highway Commercial District)

Current Use

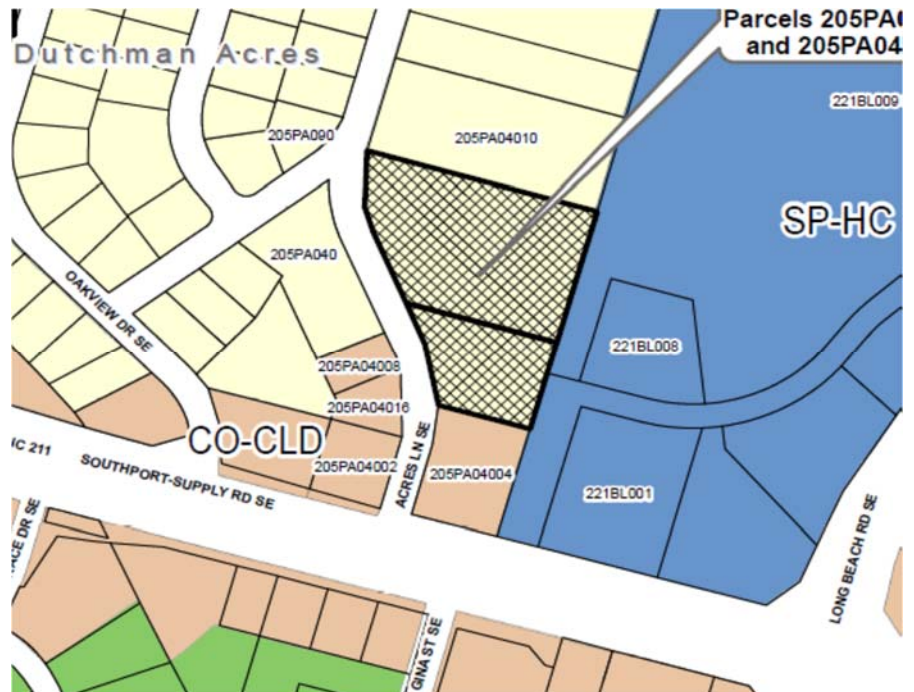
Vacant Land

Surrounding Land Uses

Residential, Commercial, Vacant Lands

Size

3.58 acres



SITE CONSIDERATIONS

Zoning History: There has been no known rezoning activity on the site since 1994. Adjacent Tax Parcels 205PA04008 and 205PA04016 were rezoned from R-7500 to CLD as part of Rezoning Case Z-252 on May 19, 1999.

Area Activities: The Southport-Supply Rd (NC 211) Corridor has been experiencing growth based upon recent land development activities. Rapid commercial growth is occurring in the immediate vicinity along Southport Supply Road and Long Beach Road. Residential development has also been occurring throughout the corridor.

Buffers: If rezoned to CLD, all non-residential uses will require a 0.4 (vacant) or 0.6 (developed) opacity buffer to R-7500 areas. A buffer is not required for non-residential uses zoned CLD unless there is existing residential then a 0.4 opacity buffer will be required.

Traffic: There are currently capacity deficiencies for this section of Southport-Supply Road (NC 211) but efforts to widen NC 211 to a multilane facility are in the early stages of construction by NCDOT.

Utilities: Water & Sewer is available from Brunswick County along Southport-Supply Road and from the adjacent Southport Crossing Development. Water & Sewer connection will require developer responsibility to connect to the water and sewer system.

Schools: There are no current school capacity deficiencies in the vicinity.

CIP Projects in Area: NCDOT Hwy 211 Water Expansion (FY 2018), 211 Water Plant Improvements (FY 2018), NC 211 R-5021 NCDOT Utility Relocation (FY 2018), Southport WWT Expansion (FY 2019)

NCDOT Road Improvements in Area: Widen NC 211 from Midway Road (NC 906) to NC 87 (Project R-5021) – Pre-Construction Phase (Anticipated Construction 2018 - 2021). Convert US 17 & NC 211 intersection to interchange (Project U-5932) – Design Phase (Anticipated Construction 2024).

Environmental Impacts: Biodiversity & Wildlife Habitat Assessment Score: Portions of rezoning site scores 5 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: *Mixed Use*

- 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 encourages industrial and commercial development in areas with existing infrastructure that does not infringe on existing medium density residential areas.

STAFF RECOMMENDATION SUMMARY

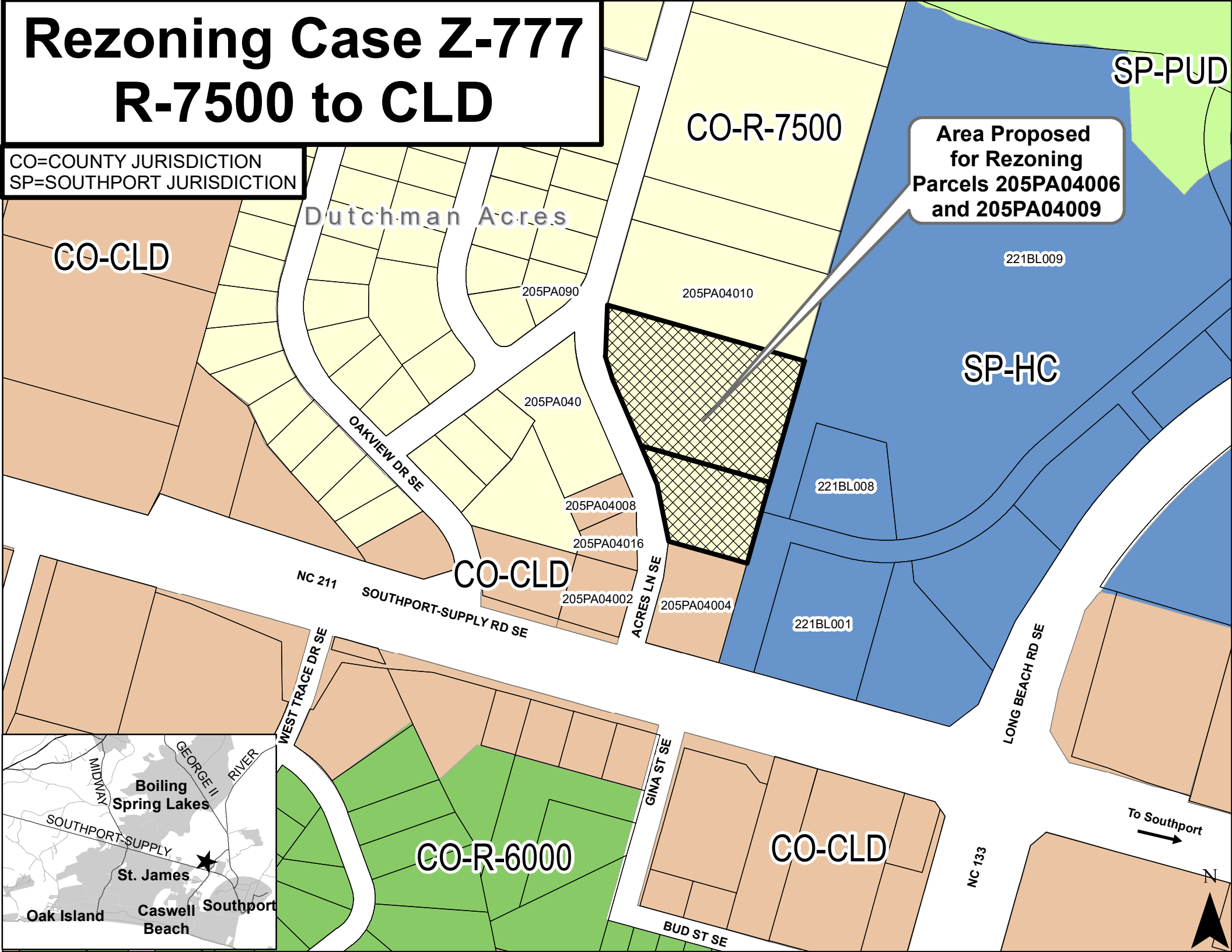
Staff recommends **APPROVAL TO CLD FOR TAX PARCELS 205PA04006 AND 205PA04009** based upon information provided, surrounding area, current uses, the Brunswick County CAMA CORE Land Use Plan, and other adopted Brunswick County plans and policies.

Rezoning Case Z-777

R-7500 to CLD

CO=COUNTY JURISDICTION
SP=SOUTHPORT JURISDICTION

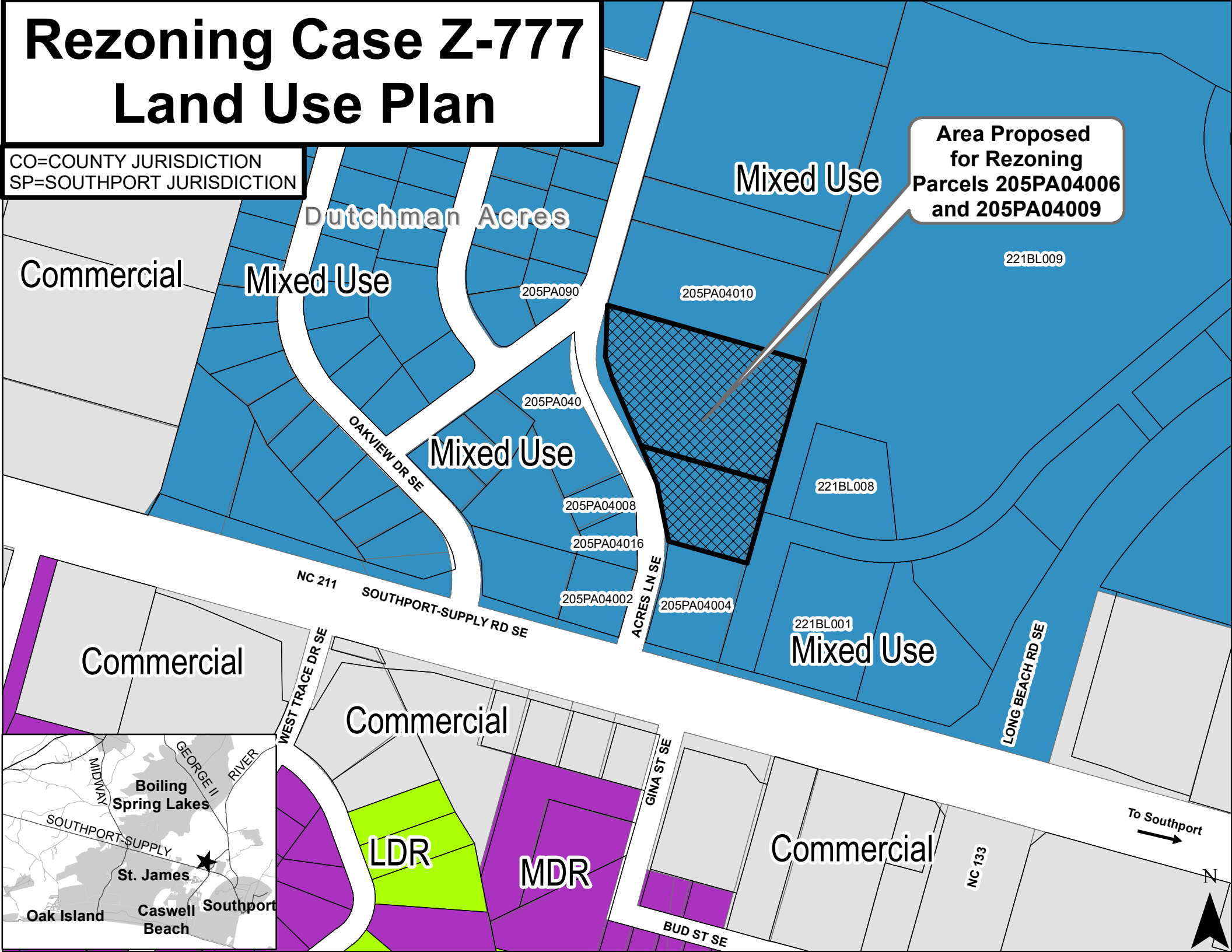
Area Proposed
for Rezoning
Parcels 205PA04006
and 205PA04009



Rezoning Case Z-777

Land Use Plan

CO=COUNTY JURISDICTION
SP=SOUTHPORT JURISDICTION



Site Images



Public Notification



View of Rezoning Site

Site Images



View of Acres Lane
Facing North



View of Acres Lane
Facing South

MINUTES
PLANNING BOARD
BRUNSWICK COUNTY, NC

6:00 P.M. Monday
January 14, 2019

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
Troy Price
William Bittenbender

MEMBERS ABSENT

Tom Simmons
Alvin Nobles

STAFF PRESENT

Kirstie Dixon, Director
Connie Marlowe, Admin. Asst. II
Marc Pages, Senior Planner
Brandon Hackney, Project Planner
Bryan Batton, Asst. County Attorney

OTHERS PRESENT

Jason Caines
Lewis Dozier
Terry Pope, State Port Pilot
Steve Spindler
Bob Maskara

Steve Shuttleworth
John Hankins
Denise Pocius
Howard Hall

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 and Mr. Alvin Nobles were absent.

IV. CONSIDERATION OF MINUTES OF THE 10-DEC-18 MEETING.

Mr. Leary made a motion to approve the minutes as presented and the motion was unanimously carried.

V. AGENDA AMENDMENTS.

There were none.

VI. PUBLIC COMMENT.

There were none.

VII. PUBLIC HEARINGS.

A. Rezoning Z-777 – Jason Caines

Request to rezone approximately 3.58 acres located off Acres Lane SE near Southport from R-7500 (Medium Density Residential) to C-LD (Commercial Low Density) for Tax Parcels 205PA04006 and 205PA04009.

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 R-7500 (Medium Density Residential) to C-LD (Commercial Low Density) for Tax Parcels 205PA04006 and 205PA04009.

Mr. Dunham asked staff if Dutchman Acres was approved as a Major Subdivision and Mr. Pages concurred.

Ms. Easley made a motion to open the Public Hearing and the motion was unanimously carried.

Mr. Jason Caines addressed the Board. Mr. Caines stated that he has owned the subject property for approximately 1 year. He further stated that he has spoken with MDI Management LLC and the developer of Southport Crossing regarding an access easement off Southport Crossing Way SE for ingress and egress to the subject property. Mr. Caines said the access point is off Southport-Supply Road SE (NC 211). Mr. Dunham clarified that the subject property will not generate any traffic on Acres Lanes SE and Mr. Caines concurred.

With no further comments, Mr. Bittenbender made a motion to close the Public Hearing.

Ms. Easley made a motion to recommend to the Board of Commissioners to approve from R-7500 (Medium Density Residential) to C-LD (Commercial Low Density) Tax Parcels 205PA04006 and 205PA04009 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 and infrastructure (public water and sewer) is in place.

- 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 surrounding zoning and this zoning change will be a better use for the subject property.

B. Major Subdivision Plan Approval – SS-268

Name: Paramounte Major Subdivision
Applicant: Steve Shuttleworth
Tax Parcel: 18500021
Location: Southport-Supply Road SE (NC 211)
Description: Paramounte is a proposed Major Subdivision consisting of 103 single family lots on a gross site of 53.76 acres creating an overall density of 1.92 units per acre.

Mr. Pages addressed the Board. He read the Staff Report (attached). Mr. Pages identified the proposed area on a visual map. He further stated that the proposed development will have access through Avalon Planned Unit Development (PUD) [Avalon] and no direct access off Southport-Supply Road SE (NC 211). Mr. Pages said there is a connection on South King Fisher Drive into Avalon shown on the site plan. He said there are significant wetlands on the northwestern boundary of the property adjacent to Palmetto Creek PUD (Palmetto Creek) that will be undisturbed open space. Mr. Pages said there are approximately 9 lots that will be adjacent to Palmetto Creek. There is a proposed internal connection on Pleasant Hollow Court SE to the recently approved Meridian Forest Major Subdivision (Meridian Forest), which has not begun construction. Mr. Pages said both parcels received preliminary approval approximately 13 years ago as Avalon II PUD and the development was later renamed Paramounte Planned Development. He stated that no development has occurred on the site and the property was then purchased by 2 different owners with each owner retaining a separate parcel when the property was split. Mr. Pages concluded that Meridian Forest was approved last year on the other parcel (Tax Parcel 1850002101).

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.
- The developer must record a road maintenance agreement with Avalon PUD in the Brunswick County Registry of Deeds and a copy of the agreement must be provided to the Brunswick County Planning Department.

Mr. Leary asked staff if there is an outlet to Southport-Supply Road SE (NC 211)? Mr. Pages replied, no.

Mr. Leary made a motion to open the Public Hearing and the motion was unanimously carried.

Mr. Steve Shuttleworth addressed the Board. Mr. Shuttleworth reiterated that the subject property was approved as part of a master plan with higher density than both Meridian Forest and Paramounte Major Subdivision in the past. At that time, there was a proposed access to Southport-Supply Road SE (NC 211), but the property went through foreclosure and the subject property was purchased by his client(s). Mr. Shuttleworth said they designed a plan that will tie into Avalon and the North Carolina Department of Transportation (NCDOT) has agreed that the left turn into Avalon and the deceleration lane will accommodate the additional traffic generated by this project. He further stated that they are proposing 2 additional connections to Meridian Forest so the project will have access through that development when it is developed to minimize curb cuts and disbursement of traffic. Mr. Shuttleworth stated that there are 3 access points; South Fisher King Drive SE that ties into NC 211 directly across from Avalon, and the 2 access points on the northern boundary (Maltwood Court SE and Celtic Court South) that tie into St. Joseph Lane SE, which is within Avalon and goes out to Lennon Road SE. He said they provided a stub-out on the southern portion of the project to a future cul-de-sac in Meridian Forest. Mr. Shuttleworth said he has spoken with representatives of Meridian Forest and they are amenable to such. He said they are also facilitating access from Meridian Forest to the main road of the subject property for interconnectivity purposes. Mr. Shuttleworth concluded that they thought about extending Celtic Court South with the cul-de-sac on the southwestern boundary of the property, but it would not be cost-effective to construct a road in that area as there are wetlands in the vicinity.

Mr. Dunham clarified that access to the property will be through Avalon on South Fisher Drive SE and St. Joseph Lane SE and Mr. Shuttleworth concurred. Mr. Dunham asked if the main entrance will be through Meridian Forest once it is developed? Mr. Shuttleworth said they will have access through Meridian Forest, but it will not be their main entrance. Mr. Leary asked Mr. Shuttleworth if the roads in Avalon are public roads? Mr. Shuttleworth said the roads in Avalon are private roads and the roads in this development will also be private roads.

Ms. Denise Pocius addressed the Board. Ms. Pocius asked the difference in active open space and open space? Mr. Pages explained that active space is typically recreational space (pocket parks, amenity centers, picnic areas) and open space is usually passive; in that, it is generally areas that are undisturbed. Ms. Pocius asked if the project can be changed once it is approved? Mr. Pages stated that any major modifications will have to be approved by the Planning Board. Ms. Pocius asked if Avalon has to agree with the road access before this project can move forward? Mr. Pages said the developer will have to have a road maintenance agreement to move forward. Ms. Pocius asked if Avalon has agreed to a road maintenance agreement? Mr. Pages said he is uncertain if such has occurred, but it must happen before moving forward. Ms. Pocius

asked the timeframe for the project? Mr. Pages said the County's approval is good for 3 years with the option of a 5 year extension requested by the applicant. Ms. Pocius asked the following questions for the applicant to address: 1). Are there any proposals to place barriers or fencing between this project and Palmetto Creek? 2). What are the proposed price points for the new homes and the size of the homes? 3). Will this be an age restrictive community? 4). What amenities are planned for the community?

Mr. Dunham asked staff if a neighborhood meeting was held for this project? Mr. Pages replied, no. He further stated that a neighborhood meeting is not required. Mr. Dunham suggested that requiring a neighborhood meeting should be considered as part of the approval process. Ms. Dixon interjected that staff encourages the applicant to hold a neighborhood meeting, but it is not required.

Mr. Steve Spindler addressed the Board. Mr. Spindler asked where the wetlands are located on the site? Mr. Dunham identified the wetlands on the site that are in close proximity to Palmetto Creek. Mr. Spindler asked about passive and active open spaces. Mr. Pages said the wetlands near Palmetto Creek are passive open space and cannot be disturbed. Mr. Pages said the passive open space along the northwestern boundary with Palmetto Creek will not be developed and he identified the area(s) on a visual map. Mr. Dunham asked staff where the active open space is on the site? Mr. Pages said the applicant is proposing a walking trail and he identified the area on a visual map. He further stated that the majority of the boundary of the subject property near Palmetto Creek will be open space with the exception of 4 lots on the northwestern boundary and 5 lots on the southwestern boundary that is separated by vegetation and a road from Palmetto Creek.

Mr. Howard Hall addressed the Board. Mr. Hall asked how the proposed development will impact the floodplain? Mr. Pages said any development within a flood zone will have to receive approval from the Brunswick County Floodplain Administrator. He further stated that stormwater approval will be required from the State and County. Mr. Hall asked if there has been any discussions to revise the existing flood maps to current conditions since Hurricane Florence and Hurricane Matthew? Ms. Dixon interjected that the Federal Emergency Management Agency (FEMA) approved the current flood maps in August 2018 and they will decide if further studies are necessary to revise the newly approved flood maps.

Mr. Bob Maskara addressed the Board. Mr. Maskara asked if the homes in this project will be visible from Palmetto Creek? Mr. Pages said there are no homes proposed near Palmetto Creek. Mr. Makara asked if waterlines will be installed on the subject property in close proximity to Andora Drive SE? Mr. Pages said the applicant is proposing underground utilities. Mr. Maskara agreed with the concept to require a neighborhood meeting so adjoining property owners can have an opportunity to address their concerns. Mr. Dunham said there is a potential for property owners on northwest and southwest boundary of Palmetto Creek to see homes constructed in this development.

Mr. Spindler re-addressed the Board. Mr. Spindler asked where the amenity center will be located on the site? Mr. Dunham said there is no amenity center proposed for this project. He said the applicant is proposing a walking trail around the ponds. Mr. Spindler asked why the development did not move forward initially?

Mr. Shuttleworth re-addressed the Board to answer some of the public's concerns. He apologized for not having a neighborhood meeting due to the holidays and finding a location to hold the meeting. Mr. Shuttleworth said the wetlands will remain intact with the exception of the

proposed 2 crossings on the main street that comes through the majority of the property. He stated that they will be installing a pipe across the wetlands to get from 1 upland area to another. He said he is uncertain whether or not homes will be visible from Palmetto Creek. Mr. Shuttleworth said the subject property is not in a flood zone. He stated that he is not sure what the price will be for the homes, but the built upon area will be comparable to Palmetto Creek and Avalon. He further stated that Avalon has agreed to road maintenance, but there is nothing in writing at this time. He stated that a wood chip walking trail is proposed on the western boundary near Palmetto Creek. He proceeded to say that they are proposing development to begin in June 2019 and actual structures on the ground is proposed at the end of the year. Mr. Shuttleworth said they have no intentions to erect a fence because they would rather leave the natural vegetation in place. Mr. Shuttleworth reiterated that the only homes likely to be seen by Palmetto Creek property owners from this development will be on southwestern boundary of the subject property. He further state that there are no age restrictions on selling lots.

With no further comments, Mr. Bittenbender made a motion to close the Public Hearing and the motion was unanimously carried.

Ms. Easley made a motion to approve Paramounte Major Subdivision with the noted conditions and the motion was unanimously approved.

VIII. OTHER BUSINESS.

- Planning Board Cases Update

Ms. Dixon addressed the Board. She stated that there were several zoning cases (Z-769, Z-771CZ, Z-772, Z-775 and Z-776) and text amendments regarding Campgrounds and RV Resorts that were approved at the Board of Commissioners' Monday 17-Dec-18 meeting. She stated Zoning Case Z-766 was tabled at the Board of Commissioners' Monday 17-Dec-18 meeting in an effort to allow adjoining property owners to provide comments to the Board before they make a decision on the matter at their meeting on Tuesday 22-Jan-19. She further stated that Z-770CZ will be presented to the Board of Commissioners at their Monday 18-Feb-19 meeting for consideration at the applicant's request because he wanted to research and/or explore his options for developing the property.

- North Carolina School of Government Training Video

Ms. Dixon addressed the Board. She provided a video training from the NC School of Government regarding planning practices.

IX. ADJOURNMENT.

With no further business, Mr. Leary made a motion to adjourn and the motion was unanimously carried.

CONSISTENCY STATEMENT

FOR BRUNSWICK COUNTY BOARD OF COMMISSIONERS



ZONING AMENDMENT DESCRIPTION: Z-777 (R-7500 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 amendment is consistent with the Comprehensive Plan (CAMA Land Use Plan) as it is within a commercial node and infrastructure (public water and sewer) is in place.

- 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 surrounding zoning and this zoning change will be a better use for the subject property.

☐ **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: _____

☐ **TABLED**

- The Board of Commissioners TABLES the proposed zoning amendment to ☐ **Next Board of Commissioners Meeting** ☐ **A Future Board of Commissioners' Meeting in _____ months.**



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

Action Item # VII. - 2.

From: Planning - Z-770CZ (Kirstie Dixon, Planning Director)
Kirstie Dixon, Planning Director

Issue/Action Requested:

Request that, after the Public Hearing, the Board of Commissioners hold First Reading, waive Second Reading, and consider amending the Brunswick County Unified Development Ordinance Map from R-6000 (High Density Residential) and R-7500 (Medium Density Residential) to C-LDCZ (Commercial Low Density Conditional Zoning) (Z-770CZ).

Background/Purpose of Request:

This conditional rezoning proposes to rezone Tax Parcels 231LE02301, 231MA006 and 231MA008 located off Pirate Shores Drive SW from R-6000 (High Density Residential) and R-7500 (Medium Density Residential) to C-LDCZ (Commercial Low Density Conditional Zoning). This rezoning request totals approximately 1.40 acres. This rezoning will limit the uses to wet boat storage, single-family detached residential, accessory dwelling, accessory building, home occupation, Planned Development, and parks and open spaces. A site plan is included in the request. Conditions are proposed and have been agreed to by the property owner are outlined in the Staff Recommendation. The following is the agreed upon conditions:

1. Storage of Boats (Wet Boat Storage Only) may be located on the property and are subject to the following:
 - a. Combine existing Tax Parcels 231LE02303, 231MA006, and 231MA008 into one parcel and abandon a portion of the Shane Street right-of-way;
 - b. Maximum of 60 boat slips;
 - c. All vessels shall be used for non-commercial use. Commercial or charter vessels (including fisheries) are prohibited;
 - d. No permanent habitation (including live-a-boards) will be permitted within the wet boat storage area;
 - e. Boat storage maybe located on lifts within the Intra-Coastal Waterway within the Riparian Corridor;
 - f. No storage slips may be leased for vessels used for commercial purposes; and
 - g. Storage slips are limited to vessels no more than 30' in length.
 - h. Traffic will access from Pirate Shores Drive and Dal Street only.
2. Parking is limited to designated parking areas only and on-street parking is prohibited;
3. A formal Lighting Plan must be submitted and approved prior to the issuance of Building Permits. All lighting must meet the requirements for Outdoor Lighting as set forth in the Brunswick County Unified Development Ordinance including dark sky requirements;
4. Noise may not exceed the levels permissible within the Brunswick County Noise Ordinance;
5. Boundary buffers and street buffers shall be provided per the site plan, with the associated vegetation.
6. The property owner will assist with the road maintenance of Pirate Shores Drive SW, consistent with the agreement recorded at the Brunswick County Register of Deeds within Book 4097, Page 0572;

7. On-premise informational signage shall be provided to instruct visitors to contact the Brunswick County Sheriff's Department in the event of an emergency;
8. CAMA Permits must be issued prior to the issuance of any Brunswick County Development and Building Permits;
9. All applicable County and State Stormwater Permits must be obtained prior to any development. No natural drainage areas will be cut off or disturbed before obtaining the permits;
10. All development shall comply with all applicable federal, state, and local requirements and with the Brunswick County Unified Development Ordinance (UDO) and shall conform to the site plan, the list of permitted uses (subject to all limited standards imposed by the UDO), and all design features as submitted, and approved as part of this conditional rezoning as kept on file by the Brunswick County Planning Department; and
11. All conditions listed have been agreed upon by the owner at this time and must be followed. If any these conditions are violated the owner of the property will be in violation of the Brunswick County Unified Development Ordinance (UDO) and all permits shall be subject to revocation and any other enforcement actions available by law.

A proposed amendment to the Official Brunswick County CAMA Land Use Plan Map from HDR (High Density Residential) to Commercial for Tax Parcels 231LE02301, 231MA006 and 231MA008 accompanies the proposed conditional zoning. This proposed land use plan amendment totals approximately 1.40 acres.

At the Planning Board Meeting (22-Oct-18), Mr. Bryan Miller, property owner, addressed the Board. Mr. Miller stated that he intends to offer wet storage of boats in preparation for the expanded growth to this area and provide residents access to the Atlantic Intracoastal Waterway (AICW). He stated that he will assist with improvements and the maintenance of the roads including the existing bridge through a percentage base recorded agreement as the boat storage facility grows. He explained that the recorded agreement states that when the boat storage facility is 25% occupied, he will contribute 25% of the cost and he will contribute 50% of the cost of improvements and/or maintenance to the bridge when the proposed facility is half occupied.

Staff recommended approval to CLDCZ in conjunction with the site plan, the list of uses, and the list of conditions.

Neighbors were present and addressed the Planning Board with their concerns. Concerns included; excessive traffic that would potentially be generated from the proposed use, visitors trespassing on private property, noise, lighting, pollution to the AICW, damage to road(s), and the proposed use not being compatible with the residential community.

Staff addressed several concerns within the Staff Report and outlined the proposed conditions.

Following the Planning Board Meeting, Planning Staff discovered an error within the Staff Report. The CAMA Land Use Plan Classification was incorrectly denoted as LDR (Low Density Residential) and incorrectly denoted as not consistent with the CAMA Land Use Plan. The CAMA Land Use Plan Classification is HDR (High Density Residential) and the CLD Zoning District is consistent with the CAMA Land Use Plan. The Staff Report was updated on January 24, 2019.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

At their meeting on 22-Oct-18, the Planning Board voted unanimously to recommend denial.

Members Present: Eric Dunham, Joy Easley, Richard Leary, Ron Medlin and Troy Price

Members Absent: Tom Simmons and William Bittenbender

County Manager's Recommendation:

Recommend that, after the Public Hearing, the Board of Commissioners hold First Reading, waive Second Reading, and consider amending the Brunswick County Unified Development Ordinance Map from R-6000 (High Density Residential) and R-7500 (Medium Density Residential) to C-LDCZ (Commercial Low Density Conditional Zoning) (Z-770CZ).

ATTACHMENTS:

Description

- ☐ Application
- ☐ Staff Report
- ☐ Zoning Map
- ☐ Land Use Plan Map
- ☐ Photos
- ☐ Neighborhood Meeting Summary
- ☐ Minutes
- ☐ Board of Commissioners Consistency Statement



REZONING APPLICATION

For Office Use Only

Planning Project #: _____

Rezoning Case Z- 770CZ

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):

William Bryan Miller, Jr.

Mailing Address:

2267 Dal Street SW
Supply, NC 28462

Phone: 704.991.5949

Email: bmillr80@live.com

PROPERTY OWNER INFORMATION (If different from above)

Owner Name(s):

Mailing Address:

Phone:

Email:

PROPERTY INFORMATION

Property Address and/or Description of Location:

2267 Dal St. SW located on ICW
Supply, NC 28462

Parcel Tax ID #(s):

231LE02302 (ID# 201617019466)
231MA006 (201617019563)
231MA008 (201617019751)

Total Site Acreage:

1.6 1.4

Current Zoning District(s): ~~R60~~, R75 R-6000
R-7500

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 proposed conditional zoning would allow wet boat storage, reasonable to this area based on the proximity to the ICW. There will be no boat repair, service, maintenance or gasoline on site. All activity will conform to the existing character of the ICW. Conditionally, the rezoning of this property would allow a variety of uses to exist harmoniously together within the area. It would provide recreational use to the boating community as Brunswick County continues to grow.

LAND USE COMPATIBILITY

Future Land Use Map Classification: HDR

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: Willie Bryan Mills Jr.

Date: 08/03/2018

Owner Signature: Willie Bryan Mills Jr.

Date: 08/03/2018

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: 8/13/18

RECEIPT #: 023620

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> <5.00 acres (\$300) | <input type="checkbox"/> 5.00 to 49.99 acres (\$500) | <input type="checkbox"/> 50.00 to 99.99 acres (\$750) |
| <input type="checkbox"/> >100 acres (\$1,000) | <input type="checkbox"/> Land Use Plan Amendment | <input type="checkbox"/> Conditional Zoning |

REZONING STAFF REPORT

Prepared by Kirstie Dixon, Planning Director

Rezoning Case#: Z-770CZ

September 10, 2018



APPLICATION SUMMARY

The applicant requests to rezone Tax Parcels 231LE02302, 231MA006, and 231MA008 from R-6000 (High Density Residential) and R-7500 (Medium Density Residential) to CLD-CZ (Commercial Low-Density Conditional Zoning). This conditional zoning is proposing to limit the uses to Storage of Boats (Wet Boat Storage Only); Single Family Detached Residential and Accessory Building. The applicant held a Neighborhood Meeting on August 21, 2018. The owners and adjacent owners have been notified of the proposed rezoning via first class mail. A site plan is provided, and several conditions have been proposed and agreed upon by the owner.

Location

2267 Dal Street SW on the Intracoastal Waterway in the Holden Beach Area.

Tax Parcel(s)

231LE02302, 231MA006,
231MA008

Current Zoning

R-6000 (High Density Residential) and R-7500 (Medium Density Residential)

Proposed Zoning

CLD-CZ (Commercial Low Density Conditional Zoning)

Surrounding Zoning

MR-32000, R-6000 & R-7500

Current Use

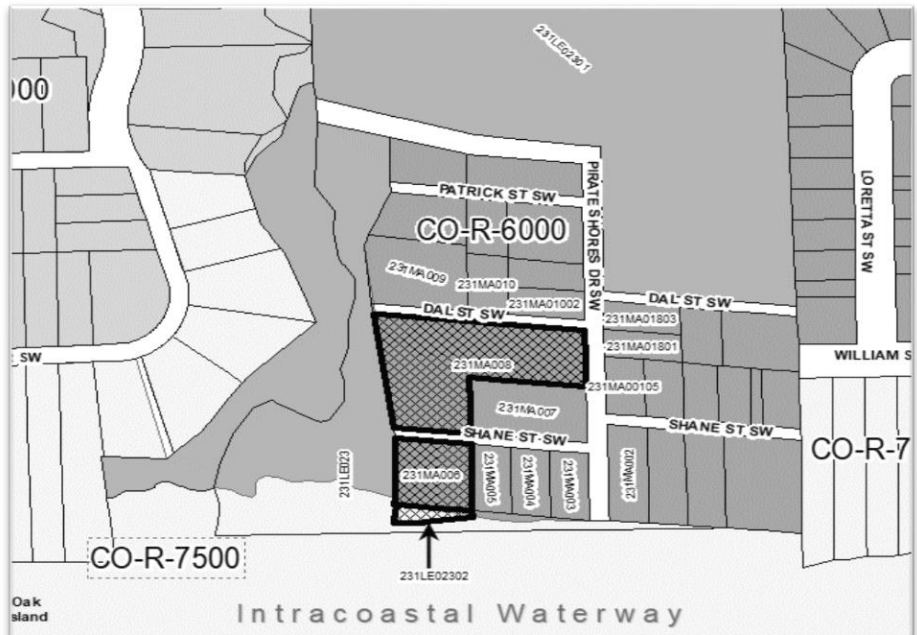
Vacant Lands

Surrounding Land Uses

Residential, Vacant Lands

Size

1.4 Acres



SITE CONSIDERATIONS

Zoning History: The rezoning site and the surrounding area was rezoned to MR-3200 (High Density Site Built Residential) as part of the adoption of the Unified Development Ordinance in 2007. *Rezoning Case Z-623 rezoned the parcels in Pirate Shores to R-6000 September 2, 2008.*

Area Activities: This area was platted in 1982 as part of the Retha Varnum Plat (AKA Pirate Shores). The Holden Beach area has been experiencing growth based upon recent land development activities submitted to Brunswick County Planning Department.

Buffers: Per the site plan, the applicant has proposed both project boundary and street buffers around the Storage of Boats (Wet Boat Storage Only) use. The site plan denotes a 15 ft wide street buffer along Dal Street, Pirate Shores Drive, and part of Shane Street. It also denotes a 20 ft wide boundary buffer with a 6' wooden fence around the northern portion of the cul-de-sac. A 6-ft masonry wall within a 15 ft boundary buffer is proposed along the southern portion of the project screening the trail and boardwalk. Boundary buffers will meet the 0.6 opaque buffer requirement.

Traffic: Access to the rezoning site will be from Pirate Shores Drive, Dal Street, and Shane Street. Pirate Shores is private dirt road that is located off Seashore Rd (SR 1139). A portion of the Shane Street right-of-way will have to be abandoned. The Storage of Boats (Wet Boat Storage Only) use will have limited access from Pirate Shores Drive and Dal Street only. The use of Shane Street is proposed to be limited to emergency vehicles. The property owner has recorded a road maintenance agreement.

Utilities: Water is available from Brunswick County along Pirate Shores Drive from a 2-inch line. Sewer is not available. Water connection will require developer responsibility to connect to the water system. If the owner desires sewer, an application for septic suitability must be filed.

Schools: There are not any school capacity deficiencies at this time.

CIP Projects in Area: New Town Creek Middle School (FY 2019), North Brunswick Classroom Addition (FY 2021), West Brunswick Classroom Addition (FY 2021), New Early College Building (FY 2021), Waccamaw School K-2 Building Replacement (FY 2021), Lincoln Elementary School Classroom Additions (FY 2019), Town Creek Elementary School Classroom Additions (FY 2019), Brunswick Center at Supply (Prior 2018), and Brunswick Waterway Park (FY 2019 & 2020).

NCDOT Road Improvements in Area:

- Replace bridge No. 55 over Little Shallotte River on Oxpen Rd (Project B-5634) – Planning Phase (Anticipated Construction 2025).

Environmental Impacts:

- The rezoning is located within the Intracoastal Waterway and next to a saltwater marsh;
- The rezoning is located within a Flood Hazard Areas of VE, AE, and Shaded X; and
- Biodiversity & Wildlife Habitat Assessment Score: The rezoning site scored of 1 out of 10 due to location on the Intracoastal Waterway and within a Flood Hazard Areas. Therefore, this site is ideal for development because of the low score and that this site is not a high priority area for conservation and wildlife habitats.

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." Conditional Zoning is established to offer flexibility to meet project and community needs that are not accommodated by conventional zoning districts. These districts allow approval with individualized development standards adopted as part of the rezoning. Property is rezoned to these districts in response to and consistent with the applicants submitted site plan, list of uses, list of conditions, and any rules or regulations, that would govern development of the site. The property owner and Brunswick County must agree to all conditions. The applicant must hold at least one neighborhood meeting on the proposal prior to the Planning board's public hearing. These districts are potentially available in conjunction with any of the conventional zoning classifications the site.

CAMA Land Use Plan Classification: ~~LDR (Low Density Residential)~~ **HDR (High Density Residential)**

- Proposed Zoning is ~~NOT~~ consistent with CAMA Land Use Plan
- ~~Land Use Amendment (LUM-770) proposed from LDR 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.
- 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-CZ IN CONJUNCTION WITH THE SITE PLAN, THE LIST OF CONDITIONS AND LIST OF PERMITTED USES FOR TAX PARCELS 231LE02303, 231MA006, 231MA008 BASED** upon the site plan, information provided, surrounding area, current uses, the Brunswick County CAMA CORE Land Use Plan, and other adopted Brunswick County plans and policies.

Permitted Uses:

1. **Storage of Boats (Wet Boat Storage Only);**
2. **Single Family Detached Residential; and**
3. **Accessory Building.**

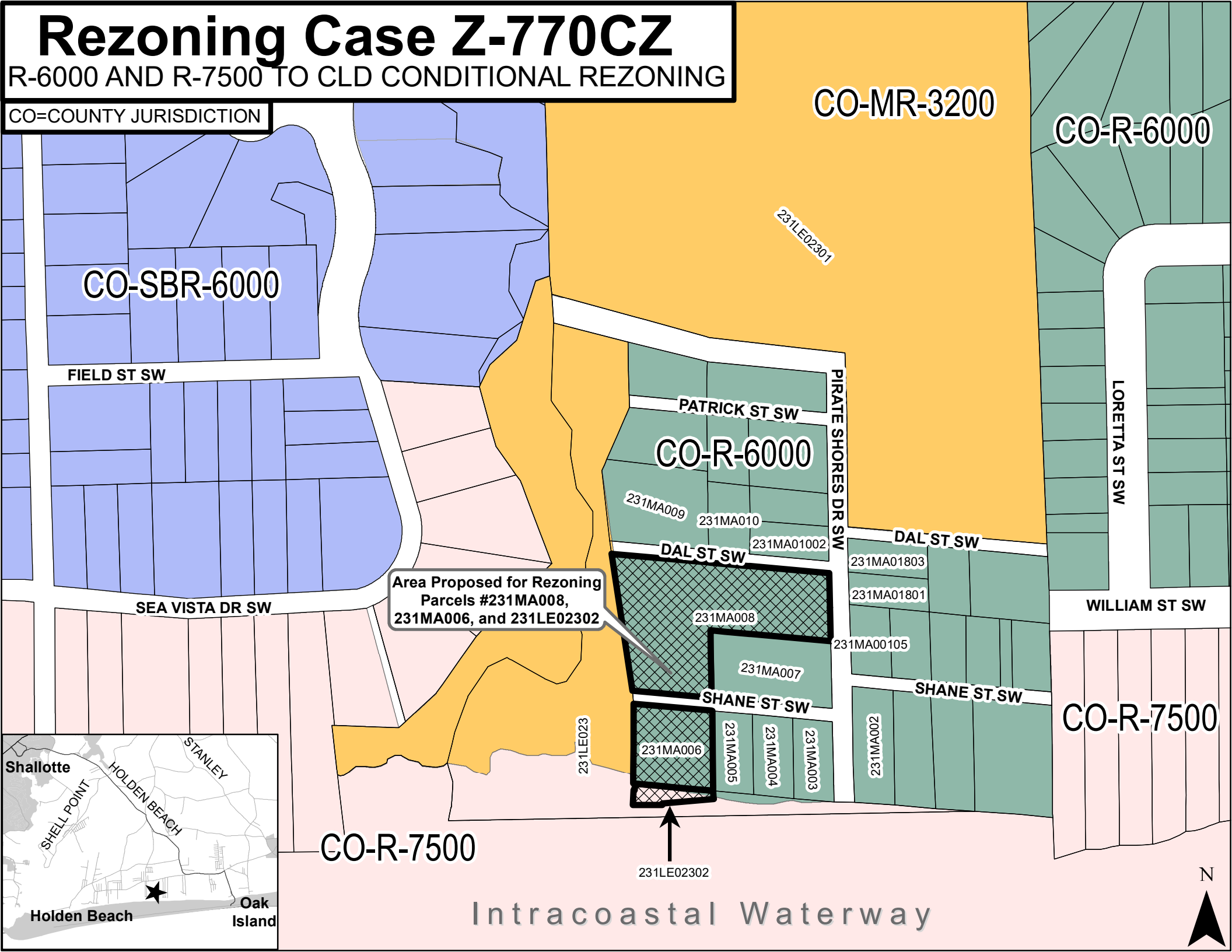
Conditions:

1. **Storage of Boats (Wet Boat Storage Only) may be located on the property and are subject to the following:**
 - a. **Combine existing Tax Parcels 231LE02303, 231MA006, and 231MA008 into one parcel and abandon a portion of the Shane Street right-of-way;**
 - b. **Maximum of 60 boat slips;**
 - c. **All vessels shall be used for non-commercial use. Commercial or charter vessels (including fisheries) are prohibited;**
 - d. **No permanent habitation (including live-a-boards) will be permitted within the wet boat storage area;**
 - e. **Boat storage maybe located on lifts within the Intra-Coastal Waterway within the Riparian Corridor;**
 - f. **No storage slips may be leased for vessels used for commercial purposes; and**
 - g. **Storage slips are limited to vessels no more than 30' in length.**
 - h. **Traffic will access from Pirate Shores Drive and Dal Street only.**
2. **Parking is limited to designated parking areas only and on-street parking is prohibited;**
3. **A formal Lighting Plan must be submitted and approved prior to the issuance of Building Permits. All lighting must meet the requirements for Outdoor Lighting as set forth in the Brunswick County Unified Development Ordinance including dark sky requirements;**
4. **Noise may not exceed the levels permissible within the Brunswick County Noise Ordinance;**
5. **Boundary buffers and street buffers shall be provided per the site plan, with the associated vegetation.**
6. **The property owner will assist with the road maintenance of Pirate Shores Drive SW, consistent with the agreement recorded at the Brunswick County Register of Deeds within Book 4097, Page 0572;**
7. **On-premise informational signage shall be provided to instruct visitors to contact the Brunswick County Sheriff's Department in the event of an emergency;**
8. **CAMA Permits must be issued prior to the issuance of any Brunswick County Development and Building Permits;**
9. **All applicable County and State Stormwater Permits must be obtained prior to any development. No natural drainage areas will be cut off or disturbed before obtaining the permits;**
10. **All development shall comply with all applicable federal, state, and local requirements and with the Brunswick County Unified Development Ordinance (UDO) and shall conform to the site plan, the list of permitted uses (subject to all limited standards imposed by the UDO), and all design features as submitted, and approved as part of this conditional rezoning as kept on file by the Brunswick County Planning Department; and**
11. **All conditions listed have been agreed upon by the owner at this time and must be followed. If any these conditions are violated the owner of the property will be in violation of the Brunswick County Unified Development Ordinance (UDO) and all permits shall be subject to revocation and any other enforcement actions available by law.**

Rezoning Case Z-770CZ

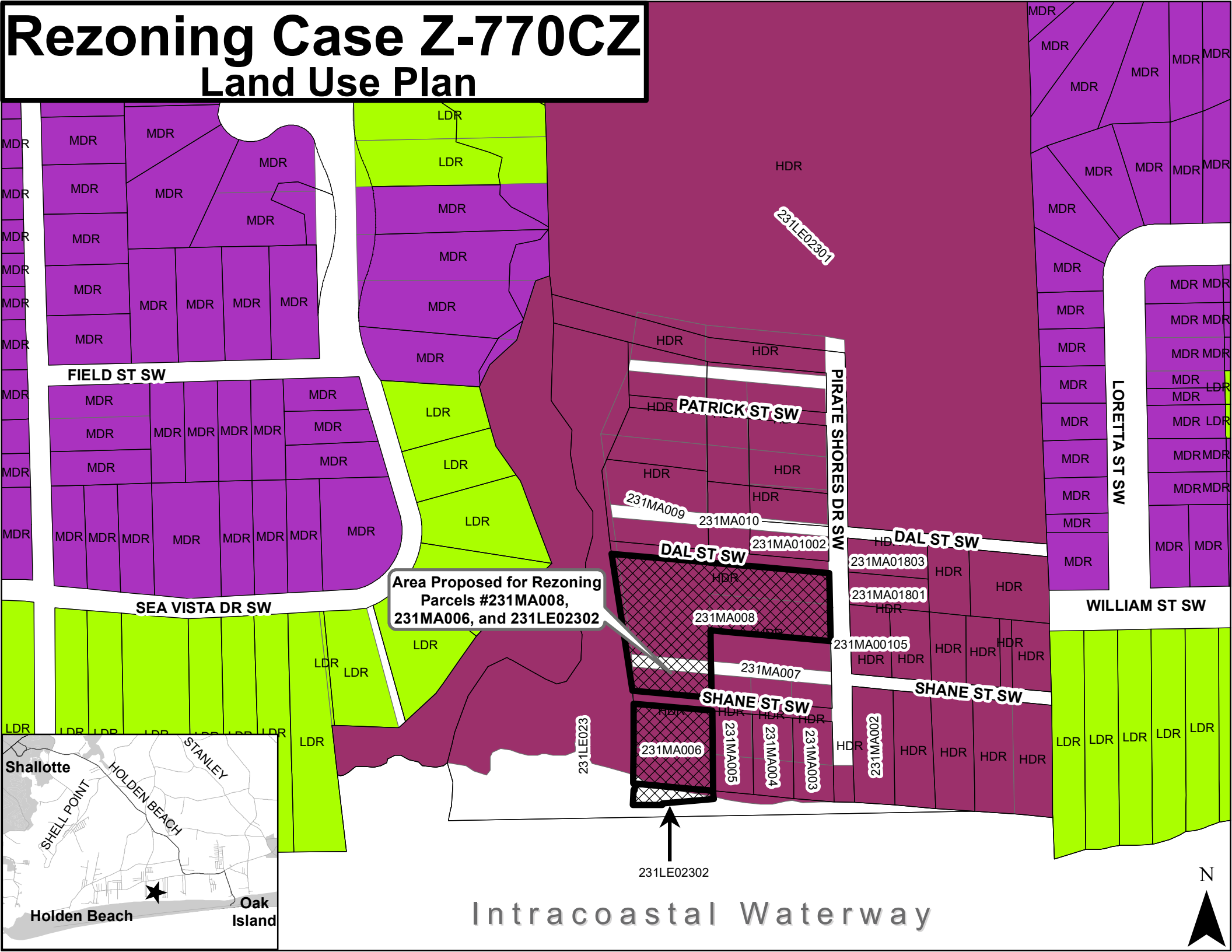
R-6000 AND R-7500 TO CLD CONDITIONAL REZONING

CO=COUNTY JURISDICTION



Rezoning Case Z-770CZ

Land Use Plan



Site Images



Public Notification



View of Rezoning Site

Site Images



View of Intersection of
Pirate Shores Drive and Dal
Street Facing South



View of Intersection of
Pirate Shores Drive and Dal
Street Facing North

NEIGHBORHOOD MEETING VERIFICATION FORM

DATE OF MEETING: August 21, 2018 CASE # OR PROJECT NAME: Z-770

LOCATION OF MEETING: 2829 Pirate shore Dr. SW Supply NC 28462

ATTENDEES

NUMBER OF ATTENDEES: 19

LIST OF ATTENDEES:

- | | |
|--------------------------------------|---------------------------------|
| 1. <u>Kevin Peake</u> | 11. <u>Charles Purles</u> |
| 2. <u>Kevin Henry</u> | 12. <u>Gilby</u> |
| 3. <u>Terry & Elena Blanks</u> | 13. <u>Billy Miller</u> |
| 4. <u>Larry & Betty Reggitt</u> | 14. <u>Bryan Miller</u> |
| 5. <u>Randy & Linda Phillips</u> | 15. <u>Dana Lutheran (SEGi)</u> |
| 6. <u>Stephen Riess</u> | 16. <u>Charles Sapp</u> |
| 7. <u>Gene Smith</u> | 17. _____ |
| 8. <u>Terry Smith</u> | 18. _____ |
| 9. <u>Henry C. Butcher</u> | 19. _____ |
| 10. <u>Nancy Sherrill</u> | 20. _____ |

MEETING SUMMARY (INCLUDE ALL ATTENDEES COMMENTS & RESPONSES):

The meeting can be summarized as, a good turnout, with many comments and responses. Public Safety and noise was a response from one neighbor. The boat storage facility will post local law enforcement contact information and the Counties noise ordinance. And will have recommended hours of operations. The roads giving access to the community and boat storage facility was a concern of a couple neighbors. The boat storage facility drafted an agreement to help maintain the road by giving financial consideration towards services hired to maintain the road. (agreement submitted) One neighbor commented that he would like to own one of the boat slips. The boat storage facility hasn't made a determination if the sale of slips will be an option, It has been considered. A question was asked by a neighbor if offshore fishing boats would be allowed? The storage facility will address in its rental terms that NO offshore fishing boats are to operate from the boat storage facility.

IF MORE SPACE IS NEEDED ADD ADDITIONAL SHEETS

NEIGHBORHOOD MEETING VERIFICATION FORM

DATE OF MEETING: August 21, 2018 CASE # OR PROJECT NAME: Z-770

LOCATION OF MEETING: 2829 Pirate shore Dr. SW Supply NC 28462

ATTENDEES

NUMBER OF ATTENDEES: _____ Summary continued...

LIST OF ATTENDEES:

- | | |
|-----------|-----------|
| 1. _____ | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

MEETING SUMMARY (INCLUDE ALL ATTENDEES COMMENTS & RESPONSES):

Several neighbors asked about lightings,
parking, buffers. The boat storage
facility responded the the facility will
be built to code standards required by Brunswick Co.

A couple neighbors responded that they
didn't have a problem with anything.

Generally the meeting was good and comments
and responses provided good needs to be
added to the boat storage facility

— examples of additions:

- Rental terms to NOT allow offshore fishing vessels.
- Post signs of local law enforcement and ordinance.
- Recommended hours of operation in Rental terms.

MINUTES

PLANNING BOARD

BRUNSWICK COUNTY, NC

**6:00 P.M. Monday
October 22, 2018**

**Cooperative Ext. Training Room
Building N
County Government Center
Old U.S 17 East**

MEMBERS PRESENT

Eric Dunham, Chair
Joy Easley, Vice Chair
Richard Leary
Ron Medlin
Troy Price

MEMBERS ABSENT

Tom Simmons
William Bittenbender

STAFF PRESENT

Kirstie Dixon, Director
Helen Bunch, Zoning Administrator
Connie Marlowe, Admin. Asst. II
Marc Pages, Senior Planner
Brandon Hackney, Project Planner
Bryan Batton, Asst. County Attorney

OTHERS PRESENT

Terry Pope, State Port Pilot
William B. Miller, Jr.
Don Harley
Kevin Henry
Mary Russ
Steven Russ
Henry Sherrill
Larry Leggett
Thomas Scheetz
Leon Franks
Denotra Franks
Jane Whitaker

Donald Ward
Allan D. Yuhasz
Jerry Blanks
Richard Hutton
Tammy Chamberlin
Elena Blanks
George Magee
Janet Rockenhauser
Arthur Bellamy
Sue Carlisle
Steve Shuttleworth

I. CALL TO ORDER.

The Chair called the meeting to order at 6:00 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 and Mr. William Bittenbender were absent.

IV. CONSIDERATION OF MINUTES OF THE 13-AUG-18 MEETING.

Ms. Easley made a motion to approve the 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-769 – Donald R. Ward

Request to rezone approximately 18.57 acres located off Sunset Harbor Road SE (SR 1112) near Bolivia from NC (Neighborhood Commercial) to C-LD (Commercial Low Density) for Tax Parcel 2010001307.

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 NC (Neighborhood Commercial) to C-LD (Commercial Low Density) Tax Parcel 0570007203.

Mr. Dunham asked staff if the existing C-LD that is contiguous to the subject property is currently developed? Mr. Pages said there are some commercial uses in the vicinity.

Ms. Easley made a motion to open the Public Hearing and the motion was unanimously carried.

Mr. Donald Ward addressed the Board. He stated that the requested zoning change is the highest and best use of the property.

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 2010001307 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

☒ **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) and other parcels in the immediate area.

- The Planning Board further finds that the proposed zoning amendment is reasonable and in the public interest for the following reasons:

The proposed amendment is adjacent to similar zoning and infrastructure is in place.

B. Rezoning Z-770CZ – William Bryan Miller, Jr.

Request to rezone approximately 1.4 acres located off Pirate Shores Drive SW near Holden Beach from R-6000 (High Density Residential) and R-7500 (Medium Density Residential) to C-LDCZ (Commercial Low Density Conditional Zoning) for Tax Parcels 231LE02302, 231MA006 and 231MA008.

Land Use Plan Map Amendment LUM-770CZ:

Request to amend Tax Parcels 231LE02302, 231MA006 and 231MA008 located off Pirate Shores Drive SW near Holden Beach from HDR (High Density Residential) to Commercial.

Ms. Bunch addressed the Board. She read the Staff Report (attached). She identified the subject property and surrounding properties on a visual map.

Mr. Dunham asked staff how the subject is accessed because Pirate Shore Drive SW appears to be a dead end road? Ms. Bunch stated that Pirate Shore Drive SW is a dirt road off Seashore Road SW (SR 1139) that intersects with Shane Street SW.

Mr. Leary made a motion to open the Public Hearing and the motion was unanimously carried.

Mr. Bryan Miller addressed the Board. Mr. Miller stated that he intends to offer storage of boats in preparation for the expanded growth to this area and provide residents access to the Atlantic Intracoastal Waterway (AICW). He provided maps of the area as well as a map of the expected growth to this area. He further stated that there was a previous proposal for a larger boating facility, but this is a small scale project that will generate less traffic to the area. Mr. Miller said concerns were expressed in the neighborhood meeting regarding Shane Street SW being used to gain access to the AICW, but Shane Street SW will only be accessible for emergency purposes and parking for the proposed facility will be located off Dal Street SW. The main entrance to the facility will be from Pirate Shores Drive SW. Mr. Miller said there were concerns expressed regarding the existing bridge and he intends to assist with improvements and maintenance of the existing bridge through a

percentage base agreement as the boat storage facility grows. Mr. Dunham asked Mr. Miller if he is proposing to pay 25% of the cost for improvements and/or maintenance of the bridge upfront? Mr. Miller said the agreement states that when the boat storage facility is 25% occupied, he will contribute 25% of the cost and he will contribute 50% of the cost of improvements and/or maintenance to the bridge when the proposed facility is half occupied. Mr. Miller addressed other concerns regarding safety and security that were discussed at the neighborhood meeting. He stated that there will be recommended hours of operation, County emergency contact numbers, the County Noise Ordinance will be posted on-site and other County Ordinances will be adhered to as well as any Federal and State minimum requirements. He stated that the intended use will be strictly for residential use and/or vessels used for non-commercial purposes. Mr. Miller said the previously approved (through the North Carolina Department of Environmental Quality, Division of Coastal Management) boating facility was proposing 102 boat slips and he is proposing 60 boat slips. Mr. Miller concluded that the proposed facility will offer boating and water recreational opportunities for the community.

Mr. Dunham asked the applicant the water level in the area and Mr. Miller replied, the water depth is approximately 24”.

Mr. Jerry Blanks (owner of Tax Parcels 231MA007 and 231MA004) addressed the Board. Mr. Blanks spoke in opposition to the conditional rezoning because it will change the dynamics of the neighborhood. He stated that his property is surrounded by this project. Mr. Blanks was also concerned with lights shining in his home and excessive traffic that will be generated by the intended use. He stated that the proposed facility will be open to the general public and cause a disruption to their quiet neighborhood. Mr. Blanks said their Property Owners Association (POA) will have to improve the road(s) in the community and the applicant’s portion will be minimal until he has a certain number of boat slips sold. Mr. Blanks expressed concern with other uses that are allowed should this conditional use be allowed. Mr. Blanks said he expressed concern with a privacy fence being erected around his property at the neighborhood meeting, but he was told the privacy fence would have to be erected at his expense and he felt the privacy fence would very costly. He provided the Board with copies of emails from other homeowners opposing the conditional rezoning.

Mr. Dunham asked staff the minimum buffer requirements? Ms. Bunch explained the minimum alternative buffers that are available for the applicant to install. She further stated that whichever minimum buffer the applicant chooses would be the applicant’s responsibility to construct and/or install that buffer. Ms. Bunch said the applicant is proposing fencing and a wall in one section and vegetation in other sections and she proceeded to point out those areas on a visual map. Mr. Dunham asked Mr. Blanks why a fence will be necessary if the applicant is proposing to provide buffering which will consist of vegetation. Mr. Blanks said he do not want to look at a parking lot and recreational vehicles (RV), which was proposed at the neighborhood meeting. Ms. Bunch clarified that the conditional zoning allows for wet boat storage, single family detached residential, and accessory building. She stated that, after the neighborhood meeting, RVs were removed from uses that could be allowed. Ms. Easley asked staff the nearest commercial property in the area? Ms. Dixon said there is no commercial zoning and/or property in the immediate area and that is why the applicant requested a conditional rezoning.

Mr. Kevin Henry, representative for Harbour Town Investments LLC, addressed the Board. Mr. Henry said the docking facility/elevated boat ramp that was approved by the North Carolina Department of Environmental Quality, Division of Coastal Management (Coastal Management) has expired and there is no future growth coming to this area. He stated that his clients are trying to sell the property and public sewer is not available in the near future.

Mr. Richard Hutton, owner of Tax Parcel 231MA005, addressed the Board. Mr. Hutton said he is opposed to any commercial uses in the area. He felt that people gaining access to the boat storage area will be trespassing on the current homeowners' property. Mr. Hutton felt that the proposed use will generate more traffic to the area. Mr. Dunham said the applicant is proposing to place a 6' fence on the north and western boundary adjacent to Mr. Blanks' property. Ms. Bunch interjected that access off Shane Street SW is proposed for emergency and handicap access only and the applicant is proposing a turnaround. She further stated that traffic should park off Dal Street SW and access the boardwalk to the boat storage facility. Mr. Dunham clarified that there is nothing to prevent vehicular traffic from utilizing Shane Street SW to access the boat storage facility and Mr. Miller agreed. However, Mr. Miller stated that the lease contract will stipulate how to access the boat storage facility.

Ms. Mary Russ, owner of Tax Parcel 231MA003, addressed the Board. Ms. Russ was concerned with the potential noise, lighting and pollution from the proposed use.

Ms. Tammy Chamberlin, 2807 Pirate Shores Drive SW, addressed the Board on behalf of her father. Ms. Chamberlin was opposed to the potential traffic that will be generated from the proposed conditional zoning. She felt that the current road conditions are in disarray and the proposed facility will only compound the matter. Ms. Chamberlin was also concerned with the potential noise from vehicles pulling trailers to unload boats to the boat storage facility. She further expressed concern with a privacy fence and vegetation blocking her view of the AICW.

Mr. Steven Russ, 2839 Pirate Shores Drive SW, addressed the Board. Mr. Russ expressed concern with excessive traffic, lights shining in homes and pollution to the AICW. Mr. Russ was also concerned with not being able to enjoy the AICW if the proposed facility is allowed.

Ms. Elena Blanks addressed the Board. Ms. Blanks read 2 emails from other property owners (Zane Styers, 2252 Dal Street SW and Terry and Irene Jenrette, 2235 Dal Street SW) in opposition to the intended use of the property.

Mr. Henry Sherrill, 2239 Shane Street SW, addressed the Board. Mr. Sherrill spoke in opposition to the zoning change. He reiterated that the intended use is not compatible with their community as it will generate additional traffic, noise and has a potential for visitors to trespass on private lots trying to gain access to the boat storage facility. Mr. Sherrill asked that the Board deny the applicant's request. Mr. Sherrill concluded that the proposed facility will potentially devalue their property.

Mr. Dunham asked the applicant to explain the property road maintenance agreement? Mr. Miller said he is proposing to pay 25% of road maintenance and improvements once he has sold 25% of the boat slips if the community hires a road maintenance service and he will pay 50% of road maintenance and improvements costs once he has sold 50% of the boat slips.

Mr. George Magee, 2240 Shane Street SW, addressed the Board. Mr. Magee reiterated his opposition to any commercial use(s) coming to the area and changing the dynamics of their residential community.

Mr. Larry Leggett, 2830 Pirate Shore Drive SW, addressed the Board. Mr. Leggett said his bedroom window will be near the proposed parking lot. He, too, reiterated his neighbor's concerns in opposition to the proposed project because the intended use will be an intrusion into a residential community.

Mr. Henry Sherrill re-addressed the Board. Mr. Sherrill was concerned with access and it was determined that access will be provided.

With no further comments, Mr. Leary made a motion to close the Public Hearing.

Mr. Dunham asked if the applicant has received riparian rights to construct the boat storage facility as the subject property does not have direct access to the AICW? Ms. Bunch said the applicant will have to receive approval from Coastal Management to develop the property for the intended use.

Ms. Easley asked Attorney Batton about the potential of spot zoning if the conditional zoning is approved. Attorney Batton stated that conditional zoning is, by definition, spot zoning. He explained that the process for the conditional zoning is limited to 3 uses (Wet Boat Storage, Single Family Detached Residential and Accessory Building) and those uses have to be reasonable and in the public's interest to be permitted.

Ms. Bunch said staff recommends approval from R-6000 (High Density Residential) and R-7500 (Medium Density Residential) to C-LDCZ (Commercial Low Density Conditional Zoning) Tax Parcels 231LE02302, 231MA006 and 231MA008 with the noted conditions in the Staff Report in conjunction with an amendment to the Official Brunswick County CAMA Land Use Plan Map to Commercial for Tax Parcels 231LE02302, 231MA006 and 231MA008.

Ms. Easley reiterated the intent of the C-LD zoning district. Ms. Easley made a motion to recommend to the Board of Commissioners to deny the conditional zoning because it is not compatible with surrounding development and it is not reasonable 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

☒ DENIED – 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:

The intended use is not, specifically, for the neighborhood, it is a commercial project that will lease/rent boat slips to the general public and traffic will be increased on a dirt road.

C. Rezoning Z-771CZ – Allan D. Yuhasz

Request to rezone approximately 1.54 acres located off Southport-Supply Road SE (NC 211) near Bolivia from SBR-6000 (Site Built High Density Residential) to C-LD-CZ (Commercial Low Density Conditional Zoning) for Tax Parcel 18500013.

Land Use Plan Map Amendment LUM-771CZ:

Request to amend Tax Parcel 18500013 located off Southport-Supply Road SE (NC 211) near Bolivia from LDR (Low Density Residential) to Commercial.

Ms. Bunch addressed the Board. She read the Staff Report (attached). She identified the subject property and surrounding properties on a visual map.

Ms. Bunch said staff recommends approval from SBR-6000 (Site Built High Density Residential) to C-LDCZ (Commercial Low Density Conditional Zoning) Tax Parcel 18500013 with the noted

conditions in the Staff Report in conjunction with an amendment to the Official Brunswick County CAMA Land Use Plan Map to Commercial for Tax Parcel 18500013.

Mr. Leary made a motion to open the Public Hearing and the motion was unanimously carried.

Mr. Allan Yuhasz addressed the Board. He stated that the proposed use will generate minimal traffic. He stated that there is a need for the intended use (contractor office, storage and workshop for 3 buildings with outdoor storage in rear for further development) on the subject property. He further stated that that this area is in transition, which creates a demand for businesses.

Mr. Dunham asked staff if this area will be increased to 4 lanes and Ms. Bunch said the additional lanes will likely be on the opposite side of NC 211, but there is the potential for all of NC 211 to be 4 lanes in the future.

With no further comments, Mr. Leary made a motion to close the Public Hearing.

Mr. Leary made a motion to recommend to the Board of Commissioners to approve from SBR-6000 (Site Built High Density Residential) to C-LDCZ (Commercial Low Density Conditional Zoning) Tax Parcel 18500013 with the noted conditions in conjunction with an amendment to the Official Brunswick County CAMA Land Use Plan Map from LDR (Low Density Residential) to Commercial for Tax Parcel 18500013 located off Southport-Supply Road SE (NC 211) 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) and is not in the public interests 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.

- 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:

There are conditions proposed by staff and there was no opposition at neither the neighborhood meeting nor the Planning Board meeting.

- The Planning Board further finds that the proposed zoning amendment is reasonable and in the public interest for the following reasons:

The subject property is adjacent to a major thoroughfare and the conditional uses will be beneficial to the neighborhood.

D. Rezoning Z-772 – Don Harley and Anne Adams

Request to rezone approximately 30.87 acres located off Ocean Highway East (US 17) near Bolivia from RR (Rural Low Density Residential) to C-LD (Commercial Low Density) for Tax Parcels 1110002202, 1110002203, 1110002205 and 1110002206.

Land Use Plan Map Amendment LUM-772:

Request to amend Tax Parcels 1110002202, 1110002203, 1110002205 and 1110002206 located off Ocean Highway East (US 17) near Bolivia from LDR (Low 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 RR (Rural Low Density Residential) to C-LD (Commercial Low Density) Tax Parcels 1110002202, 1110002203, 1110002205 and 1110002206 in conjunction with an amendment to the Official Brunswick County CAMA Land Use Plan Map to Commercial for Tax Parcels 1110002202, 1110002203, 1110002205 and 1110002206.

Mr. Dunham asked staff where the wetlands are located on the subject property? Mr. Pages pointed out the approximate wetlands area on a visual map. He further stated that the wetlands will be have to be delineated and a buffer (up to 0.80 opacity) will be imposed for any non-residential use. Ms. Easley asked if the property can be farmed if it is rezoned to C-LD? Mr. Pages replied, yes.

Ms. Easley made a motion to open the Public Hearing and the motion was unanimously carried.

Mr. Don Harley, Commercial Real Estate Broker with Coldwell Bankers, addressed the Board on behalf of the property owner. Mr. Harley said the requested zoning change is the highest and best use of the subject property. He stated that there will be a natural buffer where the existing ditch is located as well as on the southeast side of the site.

Mr. Dunham asked staff what is located on Tax Parcel 11100011? Mr. Pages said there appears to be a single-family residence on that site as well as a powerline easement.

Mr. Charley Hewett, owner of Tax Parcel 1110001307, addressed the Board. Mr. Hewett said he hunts in the area and would like to continue hunting in the area. He stated that he spoke with Mr. Harley prior to the meeting regarding the intended use of Tax Parcel 1110002203 that is adjacent to his property. Mr. Hewett said he is concerned with someone complaining about him hunting nearby if the property is developed.

Ms. Janet Rockenhauser, owner of Tax Parcel 111KA003, addressed the Board. Ms. Rockenhauser expressed concern with the potential of additional traffic and noise generated from the proposed development.

With no further comments, Mr. Leary made a motion to close the Public Hearing. Ms. Rockenhauser asked if she could ask another question?

Mr. Leary made a motion to reopen the Public Hearing and the motion was unanimously carried.

Ms. Rockenhauser re-addressed the Board. She asked how the property will be developed. Mr. Harley said they have no plans for a specific development at this time.

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 from RR (Rural Low Density Residential) to C-LD (Commercial Low Density) Tax Parcels 1110002202, 1110002203, 1110002205 and 1110002206 in conjunction with an amendment to the Official Brunswick County CAMA Land Use Plan Map from LDR (Low Density Residential) to Commercial for Tax Parcels 1110002202, 1110002203, 1110002205 and 1110002206 located off Ocean Highway East (US 17) 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.

- 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:

There is similar zoning nearby.

- The Planning Board further finds that the proposed zoning amendment is reasonable and in the public interest for the following reasons:

The property is adjacent to a major thoroughfare and other commercial property.

E. Planned Development Approval – PD-15

Name: Country Walk Planned Development
Applicant: Ed Burnett
Tax Parcel: A portion of 11100014
Location: Bell Swamp Connection NE (SR 1407)
Description: Country Walk is a proposed planned development consisting of 92 single-family lots on a gross site of 37.61 acres creating an overall density of 2.45 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. 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. Mr. Scheetz made himself available for any questions.

Mr. Dunham asked staff if the parcel will be subdivided? Mr. Pages said the parcel does not have to be subdivided for the applicant to develop the property, but it will likely be subdivided.

Mr. Arthur Bellamy, owner of Tax Parcel 0970002616, addressed the Board. Mr. Bellamy said this is an agricultural area and he has his neighbor (James Clemmons) have a total of 95 cows. Mr. Bellamy felt that an 8' fence should be erected for buffer purposes to ensure their livestock is protected and not harmed by the proposed development. He stated that the proposed development will cause more congestion to the area and a traffic light should be installed to alleviate the additional traffic that will be generated by this development. Mr. Dunham asked Mr. Scheetz if they have conferred with the North Carolina Department of Transportation (NCDOT) regarding road improvements? Mr. Scheetz said they have spoken with NCDOT and NCDOT has determined that a turn lane is not needed off Bell Swamp Connection NE (SR 1407). Mr. Bellamy reiterated the need for an 8' fence to protect his cows from the proposed development. Mr. Bellamy was concerned that a traffic light needs to be installed on US 17 near Bell Swamp Connection NC (SR 1407) because motorists are currently travelling at a very high speed in this area. Mr. Pages interjected that NCDOT is in the process of superstreeting all of US 17. Ms. Dixon asked Mr. Bellamy if he and his neighbor participate in the Voluntary Agricultural District (VAD) Program. She stated that the VAD Program is designed to protect farmers when development move into their neighborhood and she encouraged him to participate in the VAD program.

Mr. Leon Franks, owner of Tax Parcel 1110001402, addressed the Board. Mr. Franks asked where the entrance to the proposed development will be located? Mr. Pages replied, Bell Swamp Connection NE (SR 1407) and he pointed out the area on a visual map. Mr. Franks was concerned with Kentucky Avenue NE being accessed to the proposed project rather than Bell Swamp Connection NE (SR 1407) to gain access to US 17. Mr. Dunham said there does not appear to be a connection to the subject property from Kentucky Avenue NE and Mr. Pages concurred. Mr. Franks felt that someone could use Kentucky Avenue NE to gain access to the proposed development and not assist in the maintenance of Kentucky Avenue NE. Mr. Scheetz interjected that homes will be built in the area abutting Kentucky Avenue NE, which will prevent access from Kentucky Avenue NE to the proposed development. Mr. Pages added that the buffer will also deter such from happening. Mr. Franks asked how long the applicant will have to complete the project? Mr. Dunham said the applicant has a vested right for 3 years and they can request an extension provided there is activity occurring on the site. Mr. Franks was concerned with the project coming back and forth to the Board for approval(s) and Mr. Pages explained that this is a new approval request because the previously approved project expired. Mr. Franks asked if the applicant will be building homes on the lots or is the applicant selling the lots? Mr. Scheetz said they are designing the property for 92 homes.

Ms. Sue Carlisle, owner of Tax Parcel 1110001304, addressed the Board. Ms. Carlisle asked what her limitations will be when the property is developed? Mr. Pages said Ms. Carlisle property is currently zoned RR and she can develop the property for residential purposes and some light commercial uses. He further stated that the proposed development will not affect her property. Ms. Carlisle was concerned with the potential traffic issues that will be generated as a result of the proposed development. She, too, felt that there should be road improvements to the area to assist with traffic congestion. Mr. Dunham said the applicant will have to get a driveway permit from NCDOT prior to developing the property. Mr. Dunham suggested that the adjacent property owners contact NCDOT regarding their traffic concerns.

With no further comments, Mr. Leary made a motion to close the Public Hearing and the motion was unanimously carried. There was another member of the audience that asked to speak.

Ms. Easley made a motion to reopen the Public Hearing and the motion was unanimously carried.

Ms. Denotra Franks addressed the Board. Ms. Franks asked if other parcels could be added to the approved PD? Ms. Dixon said the applicant would have to come back to the Board for approval if other parcels were included. Ms. Franks about wetlands on the site. Mr. Scheetz said there are multiple dry basins on the site. Ms. Franks asked if the pond will be included within the development and Mr. Scheetz replied, yes.

Mr. Leary made a motion to close the Public Hearing and the motion was unanimously carried.

Mr. Price made a motion to approve Country Walk Planned Development with the noted conditions and the motion was unanimously carried.

F. Planned Development Approval – PD-19

Name:	Leland Commercial Planned Development
Applicant:	TRS Holdings LLC
Tax Parcel:	04600040, 04600041, 0460004601, 04600046 and 046LA061
Location:	Ocean Highway E. (US 17) and Carol-Lynn Drive NE (SR 1732)
Description:	Leland Commercial is a proposed planned development consisting of 123 townhome units and 11.29 acres of commercial on a gross site of 30.17 acres creating an overall density of 4.08 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;
- That the development of the parcel(s) shall comply with all regulations as specified in the Brunswick County Unified Development Ordinance;
- Clearly delineate the cemetery with a fence or similar and ensure a minimum of 25 feet clearance to any structure; and
- Indicate a 6 foot wooden fence will be installed 10 feet south of the property line adjacent to Tax Parcel 0460004805.

Mr. Leary made a motion to open the Public Hearing and the motion was unanimously carried.

Mr. Steve Shuttleworth addressed the Board. Mr. Shuttleworth said they met with Mr. Duffy to discuss installing a 6' privacy fence off the property line and that they have added a second stormwater pond. He further stated that they intend to provide a barrier to identify the cemetery. Mr. Shuttleworth concluded that they have been in contact with NCDOT regarding a driveway permit.

Ms. Jane Whitaker addressed the Board on behalf of Erez Weiss, owner of Tax Parcel 0460004804. Ms. Whitaker asked what will happen next to her property? Mr. Shuttleworth stated that they will not be developing within 60' of her property. Ms. Whitaker asked about the townhomes? Mr.

Shuttleworth said there will be a combination of 1 and 2 story townhomes. Ms. Whitaker asked about the commercial portion of the project? Mr. Shuttleworth said they have no current plans for the commercial area of this project.

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 approve Leland Commercial Planned Development with the noted conditions and the motion was unanimously carried.

VIII. OTHER BUSINESS.

- Planning Board Cases Update

Ms. Dixon addressed the Board. She stated that Zoning Case Z-766 was withdrawn by the applicant for consideration until the 13-Nov-18 Planning Board meeting. Ms. Dixon said Zoning Case Z-765 and Z-767 were approved by the Board of Commissioners as presented.

Ms. Dixon said there will be a text amendment(s) for campgrounds as well as several other cases for consideration at the 13-Nov-18 Planning Board meeting.

IX. ADJOURNMENT.

With no further business, Mr. Medlin made a motion to adjourn and the motion was unanimously carried.

CONSISTENCY STATEMENT

FOR BRUNSWICK COUNTY BOARD OF COMMISSIONERS



ZONING AMENDMENT DESCRIPTION: Z-770CZ (R-6000 and R-7500 to C-LD-CZ)

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: _____

ALTERNATIVE RECOMMENDATION: Water is available from Brunswick County along Pirate Shores Drive from a 2-inch line and the Land Use Plan Classification is HDR (High Density residential).

- The Board of Commissioners further finds that the proposed zoning amendment *is reasonable and in the public interest* for the following reasons: _____

ALTERNATIVE RECOMMENDATION: Conditions are included to address impacts, Buffers are provided, and the applicant has agreed to participate in the road maintenance of Pirate Shores Drive SW.

☐ **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: _____
- The Board of Commissioners further finds that the proposed zoning amendment *is reasonable and in the public interests* for the following reasons: _____

☒ **DENIED**

- 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: The intended use is not, specifically, for the neighborhood, it is a commercial project that will lease/rent boat slips to the general public and traffic will be increased on a dirt road.

☐ **TABLED**

- The Board of Commissioners TABLES the proposed zoning amendment to ☐ **Next Board of Commissioners Meeting** ☐ **A Future Board of Commissioners' Meeting** in _____ months.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

Action Item # VIII. - 1.

From:
Ann Hardy, County Manager

Administration - Memorandum of Understanding Regarding Capacity and Cost Allocation for Raw Water Pipeline (Ann Hardy, County Manager)

Issue/Action Requested:

Request that the Board of Commissioners approve a Memorandum of Understanding Regarding Capacity and Cost Allocation for a Raw Water Pipeline with Lower Cape Fear Water & Sewer Authority, Cape Fear Public Utility Authority and Pender County.

Background/Purpose of Request:

LCFWSA owns an existing raw water transmission main and systems running from intake sites in Bladen County to New Hanover County whereby raw water is purchased by CFPWA, Brunswick and Pender Counties. All parties have agreed that a new parallel raw water line is needed to provide capacity and redundancy to support regional growth and customer needs.

Brunswick County and CFPWA will construct, finance and own the new 14 mile, safe yield 41 MGD, and 54-inch pipeline.

Brunswick County proposed an option for future purchase of capacity to Pender County of an additional 5 MGD for a total capacity of 11 MGD and 11.46% of the safe yield. Pender's percentage of the project and costs would be 12.195%. If the option is not exercised, the capacity will belong to Brunswick County along with all associated costs.

Pender must notify Brunswick County by July 1, 2028 with a resolution adopted by the Pender County Board of Commissioners to exercise the option. Upon exercise, Pender agrees to reimburse the County for all costs associated with the capacity including the cost of capital, financing, engineering, and legal costs by either a lump sum payment of amounts paid by Brunswick County to date and assumption of future debt service payments or repay prior amounts paid and future amounts due over the remaining life of the financing term.

Pender County Board of Commissioners approved the terms of the proposed agreement on January 21, 2019. Other parties to the agreement have been provided the draft and their comments and concerns have been incorporated in the attached agreement.

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 Memorandum of Understanding Regarding Capacity and Cost Allocation for a Raw Water Pipeline with Lower Cape Fear Water & Sewer Authority, Cape Fear Public Utility Authority and Pender County.

ATTACHMENTS:

Description

- ▣ MOU Raw Waterline

STATE OF NORTH CAROLINA

COUNTIES OF BRUNSWICK, NEW HANOVER AND PENDER

**MEMORANDUM OF UNDERSTANDING
REGARDING CAPACITY AND COST ALLOCATION FOR RAW WATER
PIPELINE**

THIS INTERLOCAL AGREEMENT (hereinafter, “Agreement”), entered into this the ____ day of _____, 2019, by and between, LOWER CAPE FEAR WATER & SEWER AUTHORITY (hereinafter “LCFWSA”), a water and sewer authority organized under North Carolina General Statute Chapter 162A, CAPE FEAR PUBLIC UTILITY AUTHORITY (hereinafter “CFPUA”), a water and sewer authority organized under North Carolina General Statute Chapter 162A; BRUNSWICK COUNTY, a political subdivision of the State of North Carolina (hereinafter “Brunswick”); and PENDER COUNTY, a political subdivision of the State of North Carolina (hereinafter “Pender”);

WITNESSETH:

WHEREAS, LCFWSA and CFPUA own existing raw water transmission mains and systems running from intake sites in Bladen County to New Hanover County, North Carolina; and

WHEREAS, CFPUA, Brunswick, and Pender purchase raw water from LCFWSA; and

WHEREAS, all parties hereto agree that it is beneficial to have additional raw water capacity and redundancy to support regional growth and the wellbeing of the parties’ customers; and

WHEREAS, the N.C.G.S § 160A-461 authorizes the parties to enter into agreements to execute undertakings like the one contemplated by this memorandum; and

WHEREAS, all parties hereto agree that continuing a regional approach to the management and provision of raw water resources is beneficial and cost-effective; and

WHEREAS, one or more of the parties intend to enter into an agreement to construct a new raw water transmission main (“system improvements”) within the existing LCFWSA easement/right-of-way and that would generally extend 14 miles from the LCFWSA pump station at Kings Bluff to the LCFWSA ground tank in Brunswick County; and

WHEREAS, the parties have agreed to enter into a separate agreement that defines ownership of the main, and that design costs associated with the System improvements will be attributed to the parties based on capacity allocated in the expanded system; and

WHEREAS, implementation of water treatment options that may require additional raw water are under consideration; and

WHEREAS, the system allocation increase resulting from the system improvements are anticipated to be 41 MGD based on a 54-inch pipeline;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. LCFWSA, CFPUA, Brunswick, and Pender agree that the pipeline shall be a 54-inch pipe.
2. The parties agree that the maximum safe yield available for allocation among the parties after expansion is an additional 41 MGD.
3. Capacity created by the 54-inch pipe shall be apportioned as set out in the allocation charts below. If Pender County exercise the option set forth in paragraph 4, then its 5MGD share will be subtracted from Brunswick County's share and the allocations for CFPUA and LCFWSA shall remain the same in either circumstance.

ALLOCATION AFTER EXPANSION – PENDER OPTION NOT EXERCISED

Participant	MGD Safe Yield (existing line + new line)	% Safe Yield in System **	Project % ***
Brunswick	(24 +26) 50	$(50/96) \times 100$ 52.08	63.415
CFPUA*	(23 +15) 38	$(38/96) \times 100$ 39.58	36.585
Pender	(6+ 0) 6	$(6/96) \times 100$ 6.25	0
LCFWSA	(2+0) 2	$(2/96) \times 100$ 2.08	0
Total	96	100	100

ALLOCATION AFTER EXPANSION – PENDER OPTION EXERCISED

Participant	MGD Safe Yield	% Safe Yield in System **	Project % ***
Brunswick	45	46.88	51.220
CFPUA*	38	39.58	36.585
Pender	11	11.46	12.195
LCFWSA	2	2.08	0
Total	96	100	100

*10 MGD of CFPUA safe yield comes through CFPUA Raw Water Pump Station and 38 MGD through pipeline, therefore system and project percentage calculations use 38 MGD.

****Calculations based on 96 MGD of total safe yield in LCFWSA system**

*****The formula for project percentage is the new line safe yield per participant divided by the total new line safe yield of 41 MGD. For example, Brunswick's percentage of the project is its 26 MGD of the new line, divided by the 41 MGD total safe yield of the new line ($26 / 41 = 63.415$). Similarly, CFPUA has 15 MGD of new line yield, which when divided by 41 MGD results in a total project percentage of $15/41=36.585$.**

4. **PENDER OPTION**. Upon completion of the system improvements, Brunswick agrees to provide the following raw water capacity purchase option to Pender:

- a. Brunswick agrees to provide 5 MGD of the 50 MGD safe yield (or pro-rated amount if the total safe yield of 106 MGD is adjusted up or down) to Pender provided that Pender provides notification to Brunswick by July 1, 2028. Notification shall be by Resolution adopted by the Pender County Board of Commissioners.
- b. In the event Pender exercises the Purchase option by July 1, 2028, Pender agrees to reimburse the County for all costs associated with the purchased capacity, currently estimated to be 12.195% of the 54-inch, 14-mile project construction cost including, but not limited to, the cost of capital, financing, engineering, land, and legal costs. Pender shall either:
 - i. provide full, lump sum payment to Brunswick for amounts paid by Brunswick for that amount of capacity to that point, and take over the corresponding share of future debt service payments, or
 - ii. it may choose to purchase capacity from Brunswick County in 2028 and repay Brunswick County for the debt service that the county paid in years 2022-2027 over the remaining life of the financing term.
- c. Pender shall pay or execute a payment arrangement consistent with this memorandum within 90 days of Brunswick receiving the resolution to exercise the purchase option, or Pender's right to purchase capacity shall be forfeit. If Pender does not exercise the option by July 1, 2028, Brunswick County is not obligated to sell or otherwise transfer any raw water allocation to Pender.

5. Actual cost per gallon shall be calculated as the total project cost for design and construction, divided by the additional capacity created by the system improvements.

6. Actual project costs shall be proportionally shared by Brunswick and CFPUA, each entity shall pay the same dollar per gallon rate for allocated capacity based on the allocation table above.

7. Any party may elect not to proceed with the project based on funding commitments prior to award of a construction contract.

8. The parties may elect to sell allocated capacity at no less than the actual cost per gallon rate resulting from the project.

9. **Amendment.** This Agreement may be amended or modified only by written amendments that are approved and signed on behalf of the parties in the same manner as original adoption.

10. **Binding on Successors and Assigns.** All covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

11. **No Third-Party Beneficiaries.** Nothing in this Agreement shall give any person other than the parties any rights to enforce any provision of this Agreement. There are no intended third-party beneficiaries of this Agreement.

12. **Immunity Not Waived.** The Agreement is governmental in nature and for the benefit of the public and is not intended to be for private profit or gain. The parties hereto do not intend to waive their sovereign immunity by reason of this Agreement.

13. **Continuing Obligation.** The parties will make and execute all further instruments and documents required to complete the terms of this Agreement.

14. **Reference.** Use of the neuter includes feminine and masculine, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Agreement.

15. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties relating the project as described herein and supersedes all prior discussions and written and oral agreements with respect thereto.

16. **Savings Clause.** If any section, subsection, paragraph, sentence, clause phrase or portion of this is for any reason held 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.

17. **Enforcement.** It is recognized that the parties' remedies at law may not be adequate in the event of a breach of this Agreement. Accordingly, the parties agree that specific performance of this Agreement is a proper remedy in the event of a breach or default.

18. **Non-Waiver of Rights.** Any party's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Agreement.

19. **Multiple Counterparts.** Multiple counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and which together shall constitute but one Agreement.

IN WITNESS HEREOF, the parties hereto have caused the execution of this Agreement, in triplicate originals, under seal, and by authority duly given, this the ____ day of _____, 2018.

LOWER CAPE FEAR WATER & SEWER AUTHORITY

By: _____
Wayne Edge, Chairman

Attest:

Trent Burroughs, Secretary

(CORPORATE SEAL)

Approved as to form:

John C. Wessell
Attorney for LCFWSA

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

Financial Officer, LCFWSA

STATE OF NORTH CAROLINA,
COUNTY OF BRUNSWICK.

I, _____, a Notary Public of the state and county aforesaid, certify that C. Lawrence Sneed appeared before me and acknowledged that he is the Secretary of the Lower Cape Fear Water & Sewer Authority, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by the Chairman, sealed with its corporate seal, and attested by himself as Secretary.

Witness my hand and notarial seal, this the _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

CAPE FEAR PUBLIC UTILITY AUTHORITY

By: _____

William A. Norris, Chairman

Attest:

(CORPORATE SEAL)

Jennifer H. Adams, Secretary

Approved as to form:

Linda A. Miles
Attorney for CFPUA

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

John McLean, Financial Officer, CFPUA

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER.

I, _____, a Notary Public of the state and county aforesaid, certify that C. Lawrence Sneed appeared before me and acknowledged that he is the Secretary of the Cape Fear Public Utility Authority, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by the Chairman, sealed with its corporate seal, and attested by himself as Secretary.

Witness my hand and notarial seal, this the _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

BRUNSWICK COUNTY, NORTH CAROLINA

By: _____
Frank Williams Commissioner, Chairman

Attest:

Andrea White, Clerk

(COUNTY SEAL)

Approved as to form:

Brunswick County Attorney

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

Financial Officer, Brunswick County, North Carolina

STATE OF NORTH CAROLINA,
COUNTY OF BRUNSWICK.

I, _____, a Notary Public of the state and county aforesaid, certify that Andrea White appeared before me and acknowledged that she is the Clerk to the Brunswick County Commissioners, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by the Chairman, sealed with its corporate seal, and attested by herself as Clerk.

Witness my hand and notarial seal, this the _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

PENDER COUNTY, NORTH CAROLINA

By: _____
George Brown, Chairman

Attest:

Melissa Long, Clerk

(COUNTY SEAL)

Approved as to form:

Pender County Attorney

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

Financial Officer, Pender County, North Carolina

STATE OF NORTH CAROLINA,
COUNTY OF BRUNSWICK.

I, _____, a Notary Public of the state and county aforesaid, certify that Melissa Long appeared before me and acknowledged that she is the Clerk to the Pender County Commissioners, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by the Chairman, sealed with its corporate seal, and attested by herself as Clerk.

Witness my hand and notarial seal, this the _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

(NOTARY SEAL)



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 18, 2019

Action Item # IX. - 1.

From:

Andrea White

Board Appointment - Bald Head Island Transportation Authority

Issue/Action Requested:

Request that the Board of Commissioner consider filling the unexpired term on the Bald Head Island Transportation Authority. This term will expire on June 30, 2020.

Background/Purpose of Request:

The Bald Head Island Transportation Authority is made up of eleven members, one of which is appointed by the Brunswick County Board of Commissioners. This member must be a resident of the County, but not a resident of Bald Head Island.

Mr. Richard Kopp was appointed as the County's representative on the Authority on August 21, 2017 to serve a term expiring on June 30, 2020. Mr. Kopp tendered his resignation on January 22, 2019 creating a vacancy on the Authority. Four applicants have expressed an interest in serving on the Authority and the applications have been provided to the Board of Commissioners for review. Each applicant appears to meet the residency requirement.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioner consider filling the unexpired term on the Bald Head Island Transportation Authority. This term will expire on June 30, 2020.

ATTACHMENTS:

Description

- ☐ Application - Dane Scalise
- ☐ Application - Mark Bachara
- ☐ Application - Robert Howard
- ☐ Application - Thomas Siemers



Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

*

Are you a permanent resident of Brunswick County?

☒ Yes ☐ No

How many years?

6

*

Are you registered to vote in Brunswick County?

☒ Yes

☐ No

*

Board or Committee of Interest

Bald Head Island Transportation Authority

Board or Committee of Interest (Second Choice)

Do you anticipate any conflicts of interest if appointed?

☐ Yes ☒ No

Are you currently serving on any other Boards?

☐ Yes ☒ No

Applicant Information

First Name *

Dane

Middle Initial

R

Last Name *

Scalise

Street Address

134 NE 2nd Street

City

Oak Island

State

NC

Zip

28465

Home Phone

8284433435

Cell Phone

8284433435

Email

danescalise@gmail.com

**Present
Job/Employer
Address**

Deputy Commissioner, North Carolina Industrial Commission / PO Box 12974,
Wilmington, NC 28405

Fair, impartial, and efficient adjudication and resolution of controversies that arise
under the Workers' Compensation Act and the State Tort Claims Act

Past Employment

Owner/Attorney, The Law Office of Dane R. Scalise, PLLC / PO Box 2582,
Wilmington, NC 28402

General practice and litigation for people, businesses, and institutions

**Current
Civic/Community
Participation**

- E.A. Morris Fellowship for Emerging Leaders, Fellow
- Fifth Judicial District Bar, Member
- New Hanover County Bar, Member
- WDI's PLAY Committee, Member, Past-Chairman
- Wilmington Downtown, Inc., Board of Directors, Executive Committee, Vice-Chairman



Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

*

Are you a permanent resident of Brunswick County?

☒ Yes ☐ No

How many years?

9

*

Are you registered to vote in Brunswick County?

☒ Yes
☐ No

*

Board or Committee of Interest

Bald Head Island Transportation Authority

Board or Committee of Interest (Second Choice)

Do you anticipate any conflicts of interest if appointed?

☐ Yes ☒ No

Are you currently serving on any other Boards?

☒ Yes ☐ No

Name of Board currently serving on.

BCC Board of Trustees

Name of second Board currently serving on. (If applicable)

Applicant Information

First Name *	Mark
Middle Initial	R
Last Name *	Bachara
Street Address	210 N Lord Street
City	Southport
State	NC
Zip	28461

Home Phone 2522921312

Cell Phone

Email mark.bachara@gmail.com

**Present
Job/Employer
Address** Bachara & Essey, Attorneys at Law

Past Employment

**Current
Civic/Community
Participation** BCC Board of Trustees, Doshier Memorial Hospital Foundation, Chair, Southport
Evening Rotary, Vice-Pres, past chair, Brunswick County Bar Association, past
Treasurer, Peer Court Judge, US Open King Mackerel Tournament Board of
Directors, Trinity United Methodist Church



Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

*

Are you a permanent resident of Brunswick County?

☒ Yes ☐ No

How many years?

52

*

Are you registered to vote in Brunswick County?

☒ Yes

☐ No

*

Board or Committee of Interest

Bald Head Island Transportation Authority

Board or Committee of Interest (Second Choice)

Do you anticipate any conflicts of interest if appointed?

☐ Yes ☒ No

Are you currently serving on any other Boards?

☐ Yes ☒ No

Applicant Information

First Name *

Robert

Middle Initial

D

Last Name *

Howard

Street Address

114 N Atlantic Ave

City

Southport

State

NC

Zip

28461

Home Phone

+19104576113

Cell Phone

+19108404633

Email

robertdhoward@bizec.rr.com

Present
Job/Employer
Address

Retire & Self Investments

Past Employment

United Carolina Bank
Premiere Real Estate Service Company

Current
Civic/Community
Participation

Southport Baptist Church
Doshier Hospital Board of Trustees
Mayor City of Southport (2009-2015)
North Carolina Baptist Foundation Board of Trustees



Brunswick County NC

Application For Appointment To Boards And Committees

You **must** be a Brunswick County resident to participate on county boards and committees. Please proceed if you are a resident.

*

Are you a permanent resident of Brunswick County?

☒ Yes ☐ No

How many years?

7

*

Are you registered to vote in Brunswick County?

☒ Yes
☐ No

*

Board or Committee of Interest

Bald Head Island Transportation Authority

Board or Committee of Interest (Second Choice)

Do you anticipate any conflicts of interest if appointed?

☐ Yes ☒ No

Are you currently serving on any other Boards?

☐ Yes ☒ No

Applicant Information

First Name *

Thomas

Middle Initial

Last Name *

Siemers

Street Address

924 N. Howe St.

City

Southport

State

North Carolina

Zip

28461

Home Phone

910-269-9905

Cell Phone

910-269-9905

Email

tomsiemers@doshier.org

Present	President/CEO
Job/Employer	JA Doshier Memorial Hospital
Address	924 N. Howe St. Southport, NC 28461
Past Employment	CEO at Ottumwa Regional Health Center CEO at Rebsamen Medical Center CEO Monroe Country Medical Center
Current Civic/Community Participation	Rotary Club