

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
December 3, 2018
3:00 PM

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Oath of Office - Commissioners Elect

1. Oath of Office - Commissioner District 1 - Randy Thompson
2. Oath of Office - Commissioner District 2 - Marty Cooke - Administered by the Honorable W. Fred Gore, District Court Judge

IV. Election of Chairman - County Attorney

1. Election of the Chairman - County Attorney
The County Attorney will temporarily preside over the meeting to oversee the Board's annual selection of one member to chair the Board.

V. Election of Vice-Chairman - Chairman

1. Election of the Vice-Chairman - Chairman
The Chair shall preside over the annual selection of a Vice-Chair of the Board of Commissioners.

VI. Oath of Office - County Officials

VII. Approval of Bonds

1. Administration - Resolution Approving the Bonding of County Officials
Request that the Board of Commissioners adopt a Resolution approving the bonding of county officials.

VIII. Adjustments/Approval of Agenda

IX. Public Comments

X. Approval of Consent Agenda

1. Board Appointment - North Carolina's Southeast (The Southeastern Partnership Inc.)
Request that the Board of Commissioners accept the recommendation of Brunswick BID to appoint Mr. Allen Bryant to the North Carolina's Southeast (The Southeastern Partnership, Inc.) Board of Directors.
2. Clerk to the Board - Meeting Minutes
Request that the Board of Commissioner approve the draft minutes from the November 5, 2018 Regular meeting.
3. Finance - Fiscal Items
Request that the Board of Commissioners approve Budget Amendments, Capital Project Ordinance, and Fiscal Items of a routine nature presented on the consent agenda.

-Sheriff's Office Revenue Budget Amendment
Appropriate \$4,000 of calendar sales revenue for employee volunteer appreciation

holiday party and \$736 of gifts and memorials for replacement costs for deputies who lost eyeglasses while working outside during the high winds of the hurricane that insurance would not cover.

-Social Services LIEAP Budget Amendment

Appropriate \$93,533 of additional funding for the Low Income Energy Assistance Program as awarded in the new funding authorization date December 1, 2018 from the Department of Health and Human Services.

-Financial Reports for October 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>

4. Health and Human Services - Social Services - Ratify Manager's Application to Golden Leaf Grant for Hurricane Florence Recovery
Request that the Board of Commissioners ratify the submittal of an application to the Golden Leaf Foundation for a grant in the amount of \$200,000 to support Hurricane Florence relief efforts.
5. Sheriff's Office - Detention Center Latent Station Upgrade
Request that the Board of Commissioners accept and approve appropriation of \$31,275 for a Latent Station Upgrade in the Detention Center.
6. Sheriff's Office - Detention Center and Offices Security System Camera
Request that the Board of Commissioners accept and approve contract with NC Sound to initiate security camera project in the Brunswick County Sheriff's Office Detention Center and Offices in the amount of \$494,755.
7. Sheriff's Office - ATMC Grant Award for D.A.R.E. Program
Request that the Board of Commissioners accept and approve a grant award in the amount of \$2,500 from ATMC to assist with the D.A.R.E. program.
8. Tax - December 2018 Releases
Request that the Board of Commissioners approve the December 2018 releases.
9. Utilities - Ratify Manager's Award of Bid and Contract for Emergency Water Line Repair
Request that the Board of Commissioners ratify the manager's emergency award of bid and contract with Carmichael Construction Company for the repair of a water main in the Boiling Spring Lakes System that occurred as a result of Hurricane Florence.
10. Utilities - Modification to Northeast Brunswick Policy Guidelines and Rules and Regulations for Rendering Service
Request that the Board of Commissioners approve modifications to the Northeast Brunswick Policy Guidelines and Rules and Regulations for Rendering Sewer Service.
11. Utilities - Shallotte Water Transmission Main Project Design Services Agreement with Cape Fear Engineering
Request that the Board of Commissioners approve a design services agreement with Cape Fear Engineering in the amount of \$268,125 for engineering services associated with the design of the Shallotte Water Transmission Main Project.
12. Utilities - Demolition and Removal of Two Elevated Steel Water Tanks Agreement with D.H. Griffin Companies, Inc.
Request that the Board of Commissioners approve the selection of D. H. Griffin

Companies, Inc., for the demolition and removal of two elevated steel water tanks located in Carolina Shores and Bolivia.

XI. Presentation

1. FEMA Individual Assistance Update (Robert K. Spence, FEMA Division Supervisor)

Request that the Board of Commissioners receive an update from FEMA on individual assistance claims related to Hurricane Florence.

2. U.S. Small Business Administration, Office of Disaster Assistance (Ly Eldridge, Public Affairs Specialist)

Request that the Board of Commissioners receive a presentation from the U.S. Small Business Administration, Office of Disaster Assistance, regarding the SBA disaster assistance loan program.

3. Utilities - George W. Burke Jr. Safety, Collection System Operator of the Year, Water Distribution System Operator of the Year AWWA Awards (John Nichols, Director of Public Utilities)

Request that the Board of Commissioners receive the George W. Burke, Jr., Safety Award from the North Carolina American Water Works Association and the North Carolina Water Environment Association (NC AWWA-WEA) presented to Brunswick County Public Utilities at the recent annual conference and recognize Bobby Faircloth, AWWA Collection System Operator of the Year Award recipient, and Adam Sellers, AWWA Water Distribution System Operator of the Year Award recipient.

XII. Board Appointments

1. Brunswick County Board of Commissioners Board Seat Assignments for Calendar Year 2019

Request that the Board of Commissioners appoint members to fill the Calendar Year 2019 Board Seat listing.

XIII. Other Business/Informal Discussion

XIV. Adjournment



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # III. - 1.

From:

Andrea White

Oath of Office - Commissioner District 1 - Randy Thompson

Issue/Action Requested:

Background/Purpose of Request:

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

ATTACHMENTS:

Description

- ▣ Oath - Randy Thompson

County of Brunswick
Office of the County Commissioners



OATH OF OFFICE

BRUNSWICK COUNTY COMMISSIONER

I, Randy Thompson, do solemnly and sincerely swear (or affirm) that I will support and maintain the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution and laws of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me God.

I, Randy Thompson, do swear (or affirm) that I will well and truly execute the duties of the Office of County Commissioner of Brunswick County according to the best of my skill and ability, according to law; so help me God.

Randy Thompson

Attestation:

Subscribed and sworn before me this the 3rd day of December, 2018.

Andrea White, NCCCC
Clerk to the Board
Brunswick County Commissioners



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

From:
Andrea White

Action Item # III. - 2.
Oath of Office - Commissioner District 2 - Marty Cooke -
Administered by the Honorable W. Fred Gore, District Court
Judge

Issue/Action Requested:

Background/Purpose of Request:

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Attorney's Recommendation:

ATTACHMENTS:

Description

☐ Oath - Marty Cooke

County of Brunswick
Office of the County Commissioners



OATH OF OFFICE

BRUNSWICK COUNTY COMMISSIONER

I, Marty Cooke, do solemnly and sincerely swear (or affirm) that I will support and maintain the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution and laws of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me God.

I, Marty Cooke, do swear (or affirm) that I will well and truly execute the duties of the Office of County Commissioner of Brunswick County according to the best of my skill and ability, according to law; so help me God.

Marty Cooke

Attestation:

Subscribed and sworn before me this the 3rd day of December, 2018.

Andrea White, NCCCC
Clerk to the Board
Brunswick County Commissioners



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # IV. - 1.

From:

Andrea White

Election of the Chairman - County Attorney

Issue/Action Requested:

The County Attorney will temporarily preside over the meeting to oversee the Board's annual selection of one member to chair the Board.

Background/Purpose of Request:

By statute, on the first Monday in December in even-numbered years, the board of commissioners shall choose one of its members to chair the board for the ensuing year.

The County Attorney will call for a motion from the Board for selection of a chair. If the motion passes, the meeting will then be turned over to the newly elected chair. If the motion fails, the County Attorney will call for further motions until a chair is elected.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # V. - 1.

Election of the Vice-Chairman - Chairman

From:

Andrea White

Issue/Action Requested:

The Chair shall preside over the annual selection of a Vice-Chair of the Board of Commissioners.

Background/Purpose of Request:

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # VI. - 1.

From:
Andrea White

Administration - Resolution Approving the Bonding of County Officials

Issue/Action Requested:

Request that the Board of Commissioners adopt a Resolution approving the bonding of county officials.

Background/Purpose of Request:

In accordance with North Carolina General Statutes, staff requests that the Board of Commissioners adopt a resolution approving the bonding of county officials as follows:

Jeff Niebauer, Tax Collector, \$500,000 with Travelers Insurance;

Julie Miller, Finance Director, \$250,000 with Western Surety Company;

Brenda Clemmons, Register of Deeds, \$10,000 with Travelers Insurance;

John Ingram, V, Sheriff, \$25,000 with Western Surety Company.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners adopt a Resolution approving the bonding of county officials.

ATTACHMENTS:

Description

- ▣ 2018 Resolution Approving the Bonding of County Officials

County of Brunswick
Office of the County Commissioners



RESOLUTION APPROVING THE BONDING OF COUNTY OFFICIALS

WHEREAS, North Carolina General Statute § 105-349(c) requires the Tax Collector to provide a performance bond in an amount prescribed by this Board; and

WHEREAS, NCGS §159-29(a) requires the Finance Officer to provide a performance bond with sufficient sureties in an amount to be fixed by this Board but not less than \$50,000; and

WHEREAS, NCGS §161-4 requires the Register of Deeds to provide a performance bond with sufficient surety to be approved by this Board, in an amount of not less than \$10,000 nor more than \$50,000; and

WHEREAS, NCGS §162-8 requires the Sheriff to provide a performance bond of any amount to be determined by this Board but not to exceed \$25,000; and

WHEREAS, NCGS §58-72-55 requires the Clerk to the Board to record in the proceedings the names of those Commissioners who are present at the time of approval of official bonds and who voted for such approval; and

WHEREAS, NCGS §58-72-55 further provides that any Commissioner may cause his or her written dissent to an official bond to be entered into the record of this Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Brunswick as follows:

1. That this Board hereby accepts and approves bonds for public officials as follows:
 - a. Jeff Niebauer, Tax Collector, \$500,000.00 with Travelers Insurance;
 - b. Julie Miller, Finance Director, \$250,000.00 with Western Surety Company;
 - c. Brenda Clemmons, Register of Deeds, \$10,000.00 with Travelers Insurance;
 - d. John Ingram, V, Sheriff, \$25,000.00 with Western Surety Company;
2. That pursuant to NCGS 58-72-55, the Clerk is hereby instructed to record the names of all Commissioners present at this meeting who vote in favor of this resolution.

3. That pursuant to NCGS 58-72-55, any Commissioner who votes against this resolution may cause his or her written dissent to be entered into the record of the Board.
4. That this resolution shall be effective upon its adoption.

APPROVED AND ADOPTED this the 3rd day of December 2018.

Chair
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # IX. - 1.

From:

Andrea White

Board Appointment - North Carolina's Southeast (The Southeastern Partnership Inc.)

Issue/Action Requested:

Request that the Board of Commissioners accept the recommendation of Brunswick BID to appoint Mr. Allen Bryant to the North Carolina's Southeast (The Southeastern Partnership, Inc.) Board of Directors.

Background/Purpose of Request:

The marketing/brand name of The Southeastern Partnership, Inc. organization is North Carolina's Southeast. It is a regional public-private partnership that markets the southeast region, nationally and globally to encourage new economic growth. Their Board of Directors represents every county in the Southeast Region and provides guidance and oversight to their organization. The Southeastern Partnership, Inc. board is made up of private sector investors with an interest in promoting regional economic development.

At their meeting on November 15, 2018, Brunswick BID voted unanimously to recommend the appointment of Mr. Allen Bryant to represent Brunswick County on the North Carolina's Southeast Board of Directors. If appointed, Mr. Bryant will replace Brunswick County's current representative, Mr. David Stuart.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Advisory Board Recommendation:

Brunswick BID voted unanimously to recommend the appointment of Mr. Allen Bryant at their meeting on November 15, 2018.

County Manager's Recommendation:

Recommend that the Board of Commissioners accept the recommendation of Brunswick BID to appoint Mr. Allen Bryant to the North Carolina's Southeast (The Southeastern Partnership, Inc.) Board of Directors.

ATTACHMENTS:

Description

- Application - Allen Bryant



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

* Are you registered to vote in Brunswick County?

☒ Yes
☐ No

* Board or Committee of Interest

North Carolina's Southeast ▼

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 *

Walter

Middle Initial

A

Last Name *

Bryant

Street Address

262 Carolina Farms Blvd

City

Carolina Shores

State

NC

Zip

28467

Home Phone

91057540112

Cell Phone

2524224011

Email

allen.bryant@firstcitizens.com

**Present
Job/Employer
Address**

First Citizens Bank

Past Employment**Current
Civic/Community
Participation**

Brunswick County Parks and Rec football coach, Ocean Isle Museum Foundation, Inc, Brunswick County Chamber of commerce



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # IX. - 2.

Clerk to the Board - Meeting Minutes

From:

Andrea White

Issue/Action Requested:

Request that the Board of Commissioner approve the draft minutes from the November 5, 2018 Regular meeting.

Background/Purpose of Request:

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

ATTACHMENTS:

Description

- Draft Minutes - 2018-11-05 Regular Meeting

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

The Brunswick County Board of Commissioners met in Regular Session on the above date at 3:00 p.m., Commissioners' Chambers (Temporary Location 2nd Floor Training Room), David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.

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

STAFF: Ann Hardy, County Manager
Steve Stone, Deputy County Manager
Bob Shaver, County Attorney
Julie Miller, Finance Director
Andrea White, Clerk to the Board
Amanda Hutcheson, Public Information Officer
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 3:00 p.m.

II. INVOCATION/PLEDGE OF ALLEGIANCE

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

III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman Williams asked for any adjustments to the agenda.

County Manager Hardy requested that the Board of Commissioners add under *VII. Other Business and Informal Discussion*, a discussion of dates for the after-action report regarding Hurricane Florence.

Chairman Williams asked for any other changes. Hearing none, he asked for a motion to approve.

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

IV. PUBLIC COMMENTS

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

1. Mr. Lee Burton, resident and president of the Winding River Homeowners Association, shared information about the Winding River community and requested equitable reimbursement proportionate to other county residents for debris removal.

V. APPROVAL OF CONSENT AGENDA

Chairman Williams asked for discussion on the Consent Agenda. Hearing none, he called for a motion.

Commissioner Sykes moved to approve the Consent Agenda as presented.

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

1. **Administration - NCACC Voting Delegate**
Designated Commissioner Pat Sykes as the voting delegate to represent Brunswick County at the 2019 NCACC Legislative Goals Conference in Wake County.
2. **Administration - Resolution to Collect Debris in Restricted/Gated Communities**
Approved a resolution supporting the Board's decision on October 15, 2018 to collect storm debris in restricted/gated communities.

RESOLUTION AUTHORIZING THE COLLECTION AND DISPOSAL OF STORM-RELATED DEBRIS WITHIN GATED COMMUNITIES

WHEREAS, Brunswick County sustained major vegetative and structural damage from the winds of Hurricane Florence and subsequent flooding during September 2018; and

WHEREAS, Brunswick County was declared a federal disaster area by President Trump on September 14, 2018; and

WHEREAS, Brunswick County authorized activation of a prepositioned debris collection and removal contract on September 19, 2018; and

WHEREAS, Brunswick County made a determination to collect and dispose of debris on public, private and orphaned roads within the county, as the Executive Director of Health and Human Services made a determination that such debris was a threat to the health and safety of the public; and

WHEREAS, Brunswick County has also made a determination that the same threat to public health and safety exists within the gated communities as in the remainder of the unincorporated areas of the county.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Brunswick County that: Brunswick County authorize its debris contractor to collect and dispose of storm-related debris within gated communities on the same basis as in other parts of the county, so long as the parties legally responsible for those communities request such action, hold the County, the State of North Carolina and the United States Government harmless for any actions resulting from such collections, and certify that insurance proceeds are not available to pay for same.

Frank Williams, Chairman
Brunswick County Commissioners

Attest:
Andrea White, NCCCC
Clerk to the Board

3. **Clerk to the Board - Meeting Minutes**
Approved the draft minutes from the October 15, 2018 Regular meeting.
4. **Code Administration - Acceptance of Fire Investigation Equipment Grant**
Approved and accepted a grant from FM Global for funding of \$2,188 for the purchase of a fire investigation hydrocarbon detector.
5. **County Attorney - Easements for BEMC and ATMC**
Granted easements to BEMC and ATMC for their respective services upon terms approved by the County Attorney
6. **County Attorney - Transfer of Real Estate to the Town of Carolina Shores**
Transferred requested Parcel # 2403A05801 to the Town of Carolina Shores and approved the removal of the existing water tower.
7. **Engineering - FY16 Enterprise Water Main Top (7) Contract B Final Adjusting Deductive Change Order and Final Contract Amount Approval**
Approved the Final Adjusting Change Order in the deductive amount of (\$79,703.70) with a Final Construction Contract Cost of \$1,385,296.30 with the T. A. Loving Construction Company, Inc.
8. **Finance - Fiscal Items**
Approved Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature presented on the consent agenda.
 - **Budget Amendment Detention Center Improvements**
Appropriated \$15,000 of miscellaneous revenues for the completion of the Detention Center shower improvements project.
 - **Budget Amendment Sheriff's Office Insurance Proceeds**
Appropriated \$6,945 of insurance proceeds for replacement of a lost drone.
 - **2018 Emergency Management Performance Grant (EMPG)**
Approved and accepted the grant award for the 2018 Emergency Management Performance Grant Program. The Brunswick County Emergency Management Office has been awarded the 2018 Emergency Management Performance Grant (EMPG) in the amount of \$35,000 with a required match of \$35,000 to be used to enhance the emergency management program and to perform the required objectives as a requirement of receiving the grant. The 2018 EMPG grant and match have already been appropriated in the approved FY19 county approved budget.
 - **Budget Amendment WIFIA Application Fee**

Approved the appropriation of \$100,000 for the application fee for WIFIA funding for the Northwest Water Treatment Plant and authorized the County Manager to sign the application when completed.

- **Financial Reports for June, July, August, and September 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://www.brunswickcountync.gov/finance/reports/>

9. **Finance - Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2018**

Accepted the Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2018 with an unmodified auditor opinion and received a letter from Paula Hodges, Partner-Martin Starnes and Associates, CPAs, P.A.

10. **GIS - Street Adoption**

Approved first reading of the street names and set the date for the Public Hearing for December 3, 2018.

11. **Health and Human Services - Social Services - Brunswick Family Assistance Low Income Energy Assistance Program (LIEAP) Contract**

Approved the contract with Brunswick Family Assistance (BFA) to assist with processing applications for the Low-Income Energy Assistance Program (LIEAP).

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

Ratified the decision of the Manager to repair one additional private road and make a more substantial repair to a previously approved road where emergency access was not available.

13. **Sheriff's Office - Motorola Solutions Inc. Services Agreement Renewal**

Accepted and approved a renewal service agreement in the amount of \$26,464.68 from Motorola Solutions Inc.

14. **Sheriff's Office - Office of State Budget & Management Opioid Treatment Grant Award**

Accepted and approved a grant award in the amount of \$10,000 from the Office of State Budget and Management to fight Opioid Abuse.

15. **Sheriff's Office - Reclassification of Comptroller/Accreditation Position and Addition of Administrative Assistant**

Approved the reclassification of the comptroller/accreditation manager and the addition of an administrative assistant position.

16. **Tax Administration - November 2018 Releases**

Approved the November 2018 tax releases.

17. **Utilities - Memorandum of Understanding with the Town of Leland and Change Order No. 1 Burnette Enterprises**

Approved a Memorandum of Understanding (MOU) with the Town of Leland to include work at the Magnolia Greens Pump Station No. 3 as part of the Timber Lane/Pickett Road Force Main Replacement Project; approved Change Order No. 1 with the contractor for

this additional work; and authorized the Chairman and Clerk to the Board to execute the MOU and change order contingent on the County Attorney's review.

18. **Utilities - McKim & Creed Contract Services Amendment No. 1 for System Emergency Repairs**
Approved an amendment to the Engineering Services Agreement with McKim & Creed in an amount not to exceed \$35,000 associated with emergency repairs to the utility system.
19. **Utilities - Ratify Manager's Award of Bids and Contracts for Emergency Water Line Repairs**
Ratified the Manager's emergency award of bids and contracts with Carmichael Construction Company for the repair of two separate water line breaks in the Boiling Spring Lakes System.

VI. ADMINISTRATIVE REPORT

1. **Administration - Hurricane Florence Disaster Funding Appropriation (Ann Hardy, County Manager)**
Request that the Board of Commissioners approve the budget amendment for Hurricane Florence disaster funding and authorize future transfer of amounts set aside for disaster funding when actual amounts are known.

County Manager Hardy gave a report on the anticipated total requirements for funding from Hurricane Florence and requested a budgetary appropriation. It is estimated that the expenses are between \$15 million and \$17 million for all county properties. Approximately \$4.5 million to \$5 million of those expenses are related to utility operations. The timing of the FEMA and State reimbursement is unknown, as well as, whether the State will provide the 25% share. The County is looking for 75% reimbursement from FEMA and hopes to receive the remaining 25% from the State. It is estimated that, of the amount that has been expended, \$10 million would be reimbursable from the General Fund and another \$4 million from the Water and Sewer Fund. It is estimated that approximately \$2.3 million will need to be appropriated that may not be reimbursed. The timing of the reimbursements may take up to two years. Staff will be meeting with FEMA representatives weekly during the coming weeks. Due to the large cash flow going out, and the timeline for the reimbursement to come in, the \$10 million that was set aside for the courthouse may be impacted. Staff is asking that the architect not go out for bids until more information is known, which may mean that the project will not go to bid until July. Other considerations are approximately \$1 million for voting machines, and any other decisions the Board may make related to Economic Development or other unexpected matters. Staff asked for a budget amendment in the amount of \$9,742,295 in the general fund of which \$2,307,668 is fund balance, and \$3,886,972 in the enterprise fund of which \$528,989 is enterprise fund balance or unrestricted assets. Mrs. Hardy stressed that this is the worst case for what may not be reimbursed. She reminded the Commissioners that the previously approved a budget amendment for the mosquito aerial spray would be in addition to the numbers presented.

Following discussion, Vice-Chairman Thompson moved to approve the budget amendment for Hurricane Florence disaster funding and authorize future transfer of amounts set aside for disaster funding when actual amounts are known, as presented.

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

2. **Administration - Debris Collection Reimbursement Response to Winding River Plantation POA (Ann Hardy, County Manager)**

Request that the Board of Commissioners consider the request from Winding River Plantation POA for reimbursement of \$175,000 related to Hurricane Florence Debris Removal.

County Manager Hardy explained that Winding River Plantation POA provided documentation of their cleanup costs related to Hurricane Florence in the amount of \$175,000. Mrs. Hardy gave an overview of the debris process and decisions made based on information from FEMA in the weeks following the storm. Information received from FEMA required that prior approval be received in order for debris removal in gated/restricted communities to be eligible for reimbursement. Based on information related to health and safety from the Executive Director of Health and Human Services, the Commissioners, on October 15, 2018 approved debris removal in the gated/restricted communities and would not wait to seek the FEMA prior approval. Approximately six gated/restricted communities that have already removed their own debris.

Following a lengthy discussion, Vice-Chairman Thompson moved to provide a 30-day window for the gated communities in unincorporated Brunswick County to provide County staff with documentation of the gated communities' debris removal and storage or disposal expenses. Staff will evaluate to determine what it would have cost if the County's contractor had performed the service at the County's contracted costs and reimbursement will be made to the gated communities; not individuals or businesses.

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

3. **County Attorney - Approve Federal Legislative Goals (Bob Shaver, County Attorney)**

Request that the Board of Commissioners consider adopting a Resolution Approving Federal Legislative Goals for 2018-2019.

County Attorney Shaver explained that the North Carolina Association of County Commissioners (NCACC) had asked all 100 counties to submit issues of federal importance. The NCACC will develop a slate of issues from the issues submitted by the counties and forward to the National Association of Counties (NACo) in hopes that NACo will incorporate some of North Carolina's federal goals into their legislative agenda in Washington, DC. Mr. Shaver reviewed each of the proposed goals.

Chairman Williams requested the following minor changes to the proposed resolution:

- In the resolve, after the word "legislative", add the words "and policy"
- In goal number 3, delete the word "annual" and make the word "report" plural
- In goal number 4, add the word "federal" before "funding".

Chairman Williams asked for other comments or questions.

Following a brief discussion, Chairman Williams moved to approve the resolution with the suggested changes.

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

**RESOLUTION APPROVING
FEDERAL LEGISLATIVE GOALS FOR 2018-19**

WHEREAS, every two years the North Carolina Association of County Commissioners (NCACC) provides the National Association of Counties (NACo) with goal priorities concerning federal issues that impact North Carolina counties; and

WHEREAS, the NCACC seeks goals from all 100 counties regarding federal issues of importance in order to recommend a slate of federal goal priorities of statewide impact to NACo.

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 to the NCACC:

- 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 5th day of November, 2018.

Frank L. Williams, Chair
Brunswick County Board of Commissioners

ATTEST:
Andrea White, NCCCC
Clerk to the Board

4. **Utilities - Request for Approval of 24" Water Main Relocation at Dutchman's Creek Project Construction Contract with Carmichael Construction Co. and Associated Budget Amendment (John Nichols, Director of Public Utilities)**

Request that the Board of Commissioners approve and authorize the Chairman and Clerk to the Board to execute the construction contract with Carmichael Construction Company, Inc., in the amount of \$832,238.88 for the construction of the 24" Water Main Relocation at Dutchman's Creek Project contingent on the County Attorney's review and approval of the construction contract, performance bond, payment bond, NC E-Verify Affidavit of Compliance, and insurance certificates.

Mr. Donald Dixon, Public Utilities Deputy Director, explained that the water main was damaged during Hurricane Florence and emergency repairs were done to isolate the area.

This project was previously slated as part of the NC Department of Transportation's rewidening project on Hwy. 211 and approximately 90% of the engineering was completed prior to the storm. Because of this, the County was able to go back to the State's Engineer, AECOM, to formally bid the project. Three bids were received, and Carmichael Construction was the lowest, responsive bidder.

Chairman Williams asked for discussion or questions. Hearing none, he asked for a motion.

Commissioner Sykes moved to approve the contract with Carmichael Construction as presented.

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

Mr. Dixon provided a brief update on Boiling Spring Lakes. Two of the contracts for the borings and tie-ins along East Boiling Spring Lakes Road have been completed and are back in service. The others should be completed by Friday with the exception of the Big Lake Dam.

VII. OTHER BUSINESS/INFORMAL DISCUSSION

1. Discussion of Dates for After-Action Report (Added under Adjustments/Approval of Agenda)

County Manager Hardy explained that three stakeholder meetings were held last week; one with county staff, one with the folks responsible and engaged in sheltering, and one with municipal, administrative, and public safety officials from the various towns and cities in the county. The meetings were very productive, and everyone was engaged. Staff has contacted the consultant to consider holding two additional meetings with the following key stakeholders before the report is completed: non-profit fire departments, non-profit community, elected municipal officials, and the Board of Commissioners. The cost for the additional meetings is approximately \$4,450. The proposed meeting dates are November 19 and December 3.

Following discussion, it was the consensus of the Board to consider scheduling both sessions with the consultant on December 3 at the Emergency Operations Center, with no action or deliberations taking place. The first session will be held from 9:00 a.m. until 11:00 a.m. and include the non-profit community and non-profit fire departments. The second session will be held from 12:00 p.m. until 2:00 p.m. and include the elected officials. Mrs. Hardy will provide additional information once the details are confirmed.

Chairman Williams requested that FEMA provide, at a future meeting, a report on individual assistance in the county, including items such as how many people have been denied, how the appeals are going, etc.

Commissioner Forte asked for a timeframe for staff to move back from 101 Stone Chimney. Mrs. Hardy responded that staff will most likely remain in that facility until mid-January.

VIII. CLOSED SESSION

1. **Closed Session - Approve Closed Session Minutes and Discuss Matters Relating to the Location or Expansion of Industries or Other Businesses**

Request that the Board of Commissioners enter into Closed Session pursuant to N.C.G.S. 143-318.11(a)(1) to approve Closed Session Minutes and 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses.

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

Chairman Williams asked for a motion.

Commissioner Sykes moved to enter into Closed Session at 4:01 p.m. The vote of approval was unanimous.

The Closed Session was held in the conference room located on the 3rd floor of the Administration Building.

Chairman Williams called the regular meeting to order at 4:43 p.m. and asked the County Attorney if there was anything to report from Closed Session.

Mr. Shaver stated there was nothing to report.

IX. ADJOURNMENT

Vice-Chairman Thompson moved to adjourn at 4:43 p.m. The vote of approval was unanimous.

Chairman
Brunswick County Board of Commissioners

Attest:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # IX. - 3.
Finance - Fiscal Items

From:
Julie A. Miller

Issue/Action Requested:

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

-Sheriff's Office Revenue Budget Amendment

Appropriate \$4,000 of calendar sales revenue for employee volunteer appreciation holiday party and \$736 of gifts and memorials for replacement costs for deputies who lost eyeglasses while working outside during the high winds of the hurricane that insurance would not cover.

-Social Services LIEAP Budget Amendment

Appropriate \$93,533 of additional funding for the Low Income Energy Assistance Program as awarded in the new funding authorization date December 1, 2018 from the Department of Health and Human Services.

-Financial Reports for October 2018 (unaudited)

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

Background/Purpose of Request:

Fiscal Impact:

Budget Amendment Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

ATTACHMENTS:

Description

- ☐ 20181203 Budget Amendment LIEAP additional funding
- ☐ 20181203 Budget Amendment Sheriff's Office Revenues
- ☐ October Monthly Financial Statements

Request Info	
Type	Budget Amendment
Description	LIEAP additional funding
Justification	Board Meeting 12/3/2018-Appropriate \$93,533 of additional LIEAP revenue as awarded on the updated funding authorization dated December 1, 2018 from the Department of Health and Human Services.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
145310	331033	DSS-Administration	LEAP-Low/Income Energy Asst	93533	Increase	Credit
145310	449906	DSS-Administration	DSS LIEAP	93533	Increase	Debit

Total	
Grand Total:	187066

Request Info	
Type	Budget Amendment
Description	Sheriff's Office Revenues
Justification	Board Meeting 12/3/2018-Appropriate \$4,000 of calendar sales revenue to employee-volunteer appreciation line for holiday party with no county funds involved. Appropriate \$736 of gifts and memorials for replacement cost of deputies who lost glasses in the hurricane that insurance would not cover.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	383992	Sheriff's Office	Calendar Sales	4000	Increase	Credit
104310	449939	Sheriff's Office	Employee-Volunteer Appreciatn	4000	Increase	Debit
104310	383303	Sheriff's Office	Gifts and Memorials	736	Increase	Credit
104310	449900	Sheriff's Office	Miscellaneous Expense	736	Increase	Debit

Total	
Grand Total:	9472

COUNTY OF BRUNSWICK NORTH CAROLINA

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

FOR THE PERIOD ENDED OCTOBER 31, 2018



COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

TABLE OF CONTENTS

<u>Exhibit</u>		<u>Pages</u>
	FINANCIAL SECTION	
	Summary Information for General and Enterprise Funds	1
	Financial Statements:	
C	Balance Sheet - Governmental Funds	2
D	Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds	3
F	Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - General Fund	4
<u>Schedule</u>		
	MAJOR GOVERNMENTAL FUNDS:	
A-1	Schedule of Revenues and Expenditures - Budget and Actual and Changes in Fund Balance -General Fund	5-13
A-2	Schedule of Revenues and Expenditures - Budget and Actual - County Capital Projects Fund	14
A-3	Schedule of Revenues and Expenditures - Budget and Actual - Education Capital Project Fund	15
	NON MAJOR GOVERNMENTAL FUNDS:	
B-1	Combining Balance Sheet - Non Major Special Revenue Governmental Funds	16
B-2	Combining Statement of Revenues, Expenditures and Changes in Fund Balance - Non Major Special Revenue Governmental Funds	17
B-3	Schedule of Revenues and Expenditures - Budget and Actual and Changes in Fund Balance - Emergency Telephone System Fund	18
B-4	Schedule of Revenues and Expenditures - Budget and Actual - Grant Project Fund	19
B-5	Schedule of Revenues and Expenditures - Budget and Actual and Changes in Fund Balance - Register of Deeds Technology Enhancement Fund	20

COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

TABLE OF CONTENTS

<u>Schedule</u>		<u>Pages</u>
MAJOR ENTERPRISE FUNDS:		
C-1	Combining Balance Sheet - Water Fund (Non-GAAP)	21
C-2	Schedule of Revenues and Expenditures - Budget and Actual - Water System Operating Fund (Non-GAAP)	22
C-3	Schedule of Revenues and Expenditures - Budget and Actual - Water Capital Project Funds (Non-GAAP)	23
D-1	Combining Balance Sheet - Wastewater Fund (Non-GAAP)	24
D-2	Schedule of Revenues and Expenditures - Budget and Actual - Wastewater Fund (Non-GAAP)	25
D-3	Schedule of Revenues and Expenditures - Budget and Actual Wastewater Capital Project Funds (Non-GAAP)	26
NON MAJOR ENTERPRISE FUNDS:		
INTERNAL SERVICE FUND		
E-1	Schedule of Revenues and Expenditures - Financial Plan and Actual and Changes in Fund Balance- Workers' Compensation Internal Service Fund (Non-GAAP)	27
E-2	Schedule of Revenues and Expenditures - Financial Plan and Actual and Changes in Fund Balance- Health Internal Service Fund (Non-GAAP)	28
OTHER INFORMATIONAL REPORTS:		
	Summary of Cash and Investments	29-30
	Summary Information of Revenues and Expenditures	31
	Ad Valorem and Motor Vehicle Tax Revenues	32
	Local Option Sales Tax Revenues	33
	Water Fund Revenues	34-36
	Wastewater Fund Revenues	37-38
	Water and Wastewater Number of Customers	39

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

General Fund:

- Total revenues for the General Fund are \$57.8 million for an increase of \$0.9 million or 1.6% over the same period in the prior year. The main reason for this is a \$0.5 million increase in Sales Tax and a \$0.4 million increase in Ad Valorem collections. Total revenues collected are 29.0% of the amended budget for the fiscal year.
- Total expenditures for the General Fund are \$62.4 million and are 30.4% of the current budget. Total expenditures are more than the expenditures of the same period in the prior year by \$6.5 million or 11.6%. This is a result of a Public Safety increase of \$4.0 million including a software purchase in the amount of \$0.6 million and salary and benefit increases due to Hurricane Florence, and a \$0.9 million increase in education which is driven by the increase in property tax. In addition, there was an increase of \$1.4 million in central services that is also mainly related to Hurricane Florence.
- Net transfers to other funds are \$0.8 million compared to \$1.6 million transfers out for the same period of the prior year. The transfers were to fund various county capital projects.
- Revenues are less than expenditures and net transfers by \$5.3 million for the current period end compared to less than by \$0.1 million at the end of the same period of the prior year.

Water Fund:

- Total revenues for the Water Fund increased 1.1% over the same period in the prior year to \$9.7 million. Wholesale sales increased 6.7% or 0.2 million over the same period in the prior year mainly due to a PPI rate change and capital recovery has increased \$0.1 million to \$0.5 million. Total revenues are 35.2% of the amended budget for the fiscal year.
- Total expenditures for the Water Fund are \$7.1 million and are 27.9% of current budget. Expenditures increased 13.1% or \$0.8 million mainly due to costs related to Hurricane Florence.
- 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 \$1.8 million compared to greater than by \$2.6 million in the same period of the prior year.

Wastewater Fund:

- Total revenues for the Wastewater Fund decreased 0.8% over the same period in the prior year to \$8.7 million. Retail wastewater sales slightly increased to \$3.5 million in comparison with the prior year of \$3.4 million while capital recovery revenue decreased by \$0.1 million or 8.0%. Total revenues are 36.9% of the amended budget for the fiscal year.
- Total expenditures for the Wastewater Fund increased 14.6% over the same period in the prior year at \$7.2 million. This is mainly a result of expenditure increases from Hurricane Florence. Total expenditures are 24.6% of the budget for the fiscal year.
- There are no net transfers from wastewater capital projects in the current year compared to \$0.6 million transferred in the same period of the prior year. The transfers were to fund various wastewater capital projects.
- Revenues are more than expenditures and net transfers by \$1.5 million compared to greater than by \$1.8 million in the same period of the prior year.

COUNTY OF BRUNSWICK, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS

OCTOBER 31, 2018

	Major Funds			Non Major	Total
	General	County Capital Project	Education Capital Project	Governmental Funds	Governmental Funds
Assets:					
Cash and cash equivalents/investments	\$ 73,277,818	\$ 25,525,872	\$ 8,989,126	\$ 1,937,539	\$ 109,730,355
Restricted cash and investments	1,664,833	-	50,566,120	-	52,230,953
Interest receivable	6,858	2,591	1,037	180	10,666
Taxes receivable - net	74,193,123	-	-	-	74,193,123
Receivables - net	974,801	-	-	-	974,801
Other governmental agencies	875,023	98,080	46,929	-	1,020,032
Due from other funds	12,831	-	-	-	12,831
Prepaid expenditures	64,000	-	-	-	64,000
Total assets	<u>\$ 151,069,287</u>	<u>\$ 25,626,543</u>	<u>\$ 59,603,212</u>	<u>\$ 1,937,719</u>	<u>\$ 238,236,761</u>
Liabilities:					
Accounts payable and other liabilities	\$ 6,009,059	\$ 158,788	\$ -	\$ 26,979	\$ 6,194,826
Due to other funds	-	-	-	12,831	12,831
Total liabilities	<u>6,009,059</u>	<u>158,788</u>	<u>-</u>	<u>39,810</u>	<u>6,207,657</u>
Deferred Inflows of Resources:	<u>74,427,772</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>74,427,772</u>
Fund Balances:					
Nonspendable	64,000	-	-	-	64,000
Restricted:					
Stabilization by State Statute	8,466,506	-	-	180	8,466,686
Restricted - other	4,739,343	-	50,566,120	1,910,560	57,216,023
Committed	214,566	25,467,755	9,037,092	-	34,719,413
Assigned	2,522,556	-	-	-	2,522,556
Unassigned	54,625,485	-	-	(12,831)	54,612,654
Total fund balances	<u>70,632,456</u>	<u>25,467,755</u>	<u>59,603,212</u>	<u>1,897,909</u>	<u>157,601,332</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 151,069,287</u>	<u>\$ 25,626,543</u>	<u>\$ 59,603,212</u>	<u>\$ 1,937,719</u>	<u>\$ 238,236,761</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Major Funds			Non Major	Total
	County	Education		Governmental	Governmental
	Capital	Capital		Funds	Funds
	General	Project	Project		
Revenues:					
Ad valorem taxes	\$ 40,111,954	\$ -	\$ -	\$ -	\$ 40,111,954
Local option sales taxes	5,465,047	-	-	-	5,465,047
Other taxes and licenses	2,142,619	-	-	-	2,142,619
Unrestricted intergovernmental revenues	76,206	-	-	-	76,206
Restricted intergovernmental revenues	4,245,811	389,190	-	195,632	4,830,633
Permits and fees	1,528,749	-	-	49,296	1,578,045
Sales and services	3,684,543	-	-	-	3,684,543
Investment earnings	204,895	69,238	350,689	5,105	629,927
Other	380,460	11,784	-	-	392,244
Total revenues	<u>57,840,284</u>	<u>470,212</u>	<u>350,689</u>	<u>250,033</u>	<u>58,911,218</u>
Expenditures:					
Current:					
General government	4,008,674	106,904	-	113,433	4,229,011
Public safety	17,933,534	-	-	150,078	18,083,612
Central services	6,737,757	-	-	-	6,737,757
Human services	7,922,377	-	-	-	7,922,377
Transportation	208,838	656,262	-	-	865,100
Environmental protection	5,564,646	-	-	-	5,564,646
Culture and recreation	1,534,464	2,240,664	-	-	3,775,128
Economic and physical development	2,437,712	-	-	-	2,437,712
Education	14,961,898	-	6,092,979	-	21,054,877
Debt Service:					
Principal retirement	163,460	-	-	-	163,460
Interest and fiscal charges	889,013	-	-	-	889,013
Total expenditures	<u>62,362,373</u>	<u>3,003,830</u>	<u>6,092,979</u>	<u>263,511</u>	<u>71,722,693</u>
Revenues over (under) expenditures	<u>(4,522,089)</u>	<u>(2,533,618)</u>	<u>(5,742,290)</u>	<u>(13,478)</u>	<u>(12,811,475)</u>
Other Financing Sources (Uses):					
Transfers from other funds	-	750,000	-	-	750,000
Transfers to other funds	(750,000)	-	-	-	(750,000)
Total other financing sources (uses)	<u>(750,000)</u>	<u>750,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>(5,272,089)</u>	<u>(1,783,618)</u>	<u>(5,742,290)</u>	<u>(13,478)</u>	<u>(12,811,475)</u>
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>\$ 70,632,456</u>	<u>\$ 25,467,755</u>	<u>\$ 59,603,212</u>	<u>\$ 1,897,909</u>	<u>\$ 157,601,332</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad valorem taxes	\$ 124,680,301	\$ 124,680,301	\$ 40,111,954	\$ (84,568,347)
Local option sales taxes	24,754,123	24,754,123	5,465,047	(19,289,076)
Other taxes and licenses	4,653,000	4,653,000	2,142,619	(2,510,381)
Unrestricted intergovernmental revenues	2,803,000	2,818,000	76,206	(2,741,794)
Restricted intergovernmental revenues	14,946,377	26,652,099	4,245,811	(22,406,288)
Permits and fees	3,766,110	3,998,110	1,528,749	(2,469,361)
Sales and services	10,490,126	10,693,124	3,684,543	(7,008,581)
Investment earnings	200,650	200,650	204,895	4,245
Other	1,239,737	1,179,870	380,460	(799,410)
Total revenues	<u>187,533,424</u>	<u>199,629,277</u>	<u>57,840,284</u>	<u>(141,788,993)</u>
Expenditures:				
Current:				
General government	12,627,455	12,298,946	4,008,674	8,290,272
Central services	18,217,759	29,444,454	6,737,757	22,706,697
Public safety	42,054,707	47,340,318	17,933,534	29,406,784
Transportation	155,638	450,725	208,838	241,887
Environmental protection	16,517,895	16,549,534	5,564,646	10,984,888
Economic and physical development	8,403,456	8,615,096	2,437,712	6,177,384
Human services	25,821,130	26,871,029	7,922,377	18,948,652
Education	45,156,145	44,940,342	14,961,898	29,978,444
Culture and recreation	4,967,868	4,994,884	1,534,464	3,460,420
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	889,013	1,338,232
Total expenditures	<u>187,382,760</u>	<u>204,966,035</u>	<u>62,362,373</u>	<u>142,603,662</u>
Revenues over (under) expenditures	<u>150,664</u>	<u>(5,336,758)</u>	<u>(4,522,089)</u>	<u>814,669</u>
Other Financing Sources (Uses):				
Transfers to other funds	(5,136,275)	(5,136,275)	(750,000)	4,386,275
Appropriated fund balance	4,985,611	10,473,033	-	(10,473,033)
Total other financing sources (uses)	<u>(150,664)</u>	<u>5,336,758</u>	<u>(750,000)</u>	<u>(6,086,758)</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ -</u>	<u>(5,272,089)</u>	<u>\$ (5,272,089)</u>
Fund balance, beginning of year			75,904,545	
Fund balance, end of year			<u>\$ 70,632,456</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 OCTOBER 31, 2018 AND THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>October 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2018</u>	<u>October 31, 2017</u>
Revenues:							
Ad Valorem Taxes:							
Current year taxes	\$ 121,680,301	\$ 121,680,301	\$ 38,459,181	\$ (83,221,120)	32%	\$ 119,563,911	\$ 37,930,573
Prior year taxes	2,300,000	2,300,000	1,344,233	(955,767)	58%	3,552,078	1,425,028
Penalties and interest	700,000	700,000	308,540	(391,460)	44%	1,202,750	376,998
	<u>124,680,301</u>	<u>124,680,301</u>	<u>40,111,954</u>	<u>(84,568,347)</u>	32%	<u>124,318,739</u>	<u>39,732,599</u>
Local Option Sales Taxes:							
Article 39 (1%)	10,279,739	10,279,739	2,581,915	(7,697,824)	25%	9,873,781	2,338,910
Article 40 (1/2%)	7,447,570	7,447,570	1,305,497	(6,142,073)	18%	7,304,257	1,227,122
Article 42 (1/2%)	7,026,814	7,026,814	1,577,635	(5,449,179)	22%	6,808,632	1,440,479
	<u>24,754,123</u>	<u>24,754,123</u>	<u>5,465,047</u>	<u>(19,289,076)</u>	22%	<u>23,986,670</u>	<u>5,006,511</u>
Other Taxes and Licenses:							
Scrap tire disposal fee	160,000	160,000	-	(160,000)	0%	182,058	-
Deed stamp excise tax	2,900,000	2,900,000	1,269,287	(1,630,713)	44%	4,098,218	1,324,689
Solid waste tax	48,000	48,000	-	(48,000)	0%	54,497	-
White goods disposal tax	45,000	45,000	-	(45,000)	0%	81,784	-
1% Occupancy Tax	1,500,000	1,500,000	873,332	(626,668)	58%	1,589,493	859,994
	<u>4,653,000</u>	<u>4,653,000</u>	<u>2,142,619</u>	<u>(2,510,381)</u>	46%	<u>6,006,050</u>	<u>2,184,683</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	70,000	76,206	6,206	109%	457,192	55,294
	<u>2,803,000</u>	<u>2,818,000</u>	<u>76,206</u>	<u>(2,741,794)</u>	3%	<u>3,767,405</u>	<u>55,294</u>
Restricted Intergovernmental:							
State and federal grant	14,811,375	26,517,097	4,209,726	(22,307,371)	16%	15,746,989	4,664,200
ARRA federal grant	3,002	3,002	1,524	(1,478)	51%	4,565	2,279
Court facility fees	120,000	120,000	31,710	(88,290)	26%	142,660	34,354
Payments in lieu of taxes	-	-	-	-	na	4,078	-
ABC education requirement	-	-	-	-	na	10,205	-
ABC law enforcement services	2,000	2,000	-	(2,000)	0%	7,289	-
State drug tax	10,000	10,000	2,851	(7,149)	29%	36,511	5,666
	<u>14,946,377</u>	<u>26,652,099</u>	<u>4,245,811</u>	<u>(22,406,288)</u>	16%	<u>15,952,297</u>	<u>4,706,499</u>
Permits and Fees:							
Blding inspections and permits	1,960,000	2,192,000	974,606	(1,217,394)	44%	2,562,266	886,470
Recording fees	770,000	770,000	252,963	(517,037)	33%	823,478	286,000
Fire inspection fees	75,000	75,000	12,308	(62,692)	16%	100,500	7,095
Concealed handgun permit	175,000	175,000	49,595	(125,405)	28%	194,825	42,555
Other permit and fees	786,110	786,110	239,277	(546,833)	30%	1,023,205	294,529
	<u>3,766,110</u>	<u>3,998,110</u>	<u>1,528,749</u>	<u>(2,469,361)</u>	38%	<u>4,704,274</u>	<u>1,516,649</u>
Sales and Services:							
Solid waste fees	2,250,000	2,250,000	865,648	(1,384,352)	38%	2,563,102	753,792
School resource officer reimb.	1,355,765	1,447,763	677,887	(769,876)	47%	1,276,771	300,645
Rents	13,930	13,930	5,865	(8,065)	42%	15,582	3,913
EMS Charges	3,959,578	3,959,578	1,151,051	(2,808,527)	29%	4,061,015	1,329,809
Public health user fees	832,500	832,500	208,529	(623,971)	25%	871,497	283,682
Sheriff animal prot. serv. fees	125,000	125,000	26,717	(98,283)	21%	86,133	30,469
Social services fees	65,500	65,500	19,743	(45,757)	30%	67,394	20,166
Public housing fees	38,953	38,953	1,454	(37,499)	4%	4,176	950
Tax collection fees	228,000	228,000	65,667	(162,333)	29%	256,179	64,077
Other sales and services	929,050	1,040,050	429,432	(610,618)	41%	1,162,227	269,501
Register of deeds	337,500	337,500	108,512	(228,988)	32%	338,798	112,203

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	<u>Original Budget</u>	<u>Current Budget</u>	<u>October 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2018</u>	<u>October 31, 2017</u>
Sales and Services (continued):							
Marriage licenses	55,500	55,500	20,905	(34,595)	38%	52,868	24,418
Recreation services	298,850	298,850	103,133	(195,717)	35%	290,068	140,845
	<u>10,490,126</u>	<u>10,693,124</u>	<u>3,684,543</u>	<u>(7,008,581)</u>	34%	<u>11,045,810</u>	<u>3,334,470</u>
Investment earnings	<u>200,650</u>	<u>200,650</u>	<u>204,895</u>	<u>4,245</u>	102%	<u>467,170</u>	<u>96,766</u>
Other:							
Tax refunds - sales and gas tax	1,100	1,100	-	(1,100)	0%	752	752
ABC bottles taxes	45,000	45,000	17,793	(27,207)	40%	63,582	17,908
Cnty Brd of Alcohol Control	24,000	24,000	6,000	(18,000)	25%	24,000	6,000
Contributions	8,500	28,500	42,660	14,160	150%	50,641	13,235
Other revenues	1,161,137	1,081,270	314,007	(767,263)	29%	1,917,352	255,686
	<u>1,239,737</u>	<u>1,179,870</u>	<u>380,460</u>	<u>(799,410)</u>	32%	<u>2,056,327</u>	<u>293,581</u>
Total revenues	<u>187,533,424</u>	<u>199,629,277</u>	<u>57,840,284</u>	<u>(141,788,993)</u>	29%	<u>192,304,742</u>	<u>56,927,052</u>
Expenditures:							
General Government:							
Governing Body:							
Salaries	170,402	170,402	59,134	111,268	35%	182,311	67,730
Fringe benefits	70,546	70,546	14,766	55,780	21%	25,298	11,377
Operating costs	59,495	59,495	30,822	28,673	52%	62,789	25,044
	<u>300,443</u>	<u>300,443</u>	<u>104,722</u>	<u>195,721</u>	35%	<u>270,398</u>	<u>104,151</u>
County Administration:							
Salaries	674,164	701,805	267,363	434,442	38%	594,573	207,002
Fringe benefits	199,673	203,987	71,668	132,319	35%	173,803	59,068
Operating costs	25,480	25,480	5,591	19,889	22%	17,274	6,959
	<u>899,317</u>	<u>931,272</u>	<u>344,622</u>	<u>586,650</u>	37%	<u>785,650</u>	<u>273,029</u>
Human Resources:							
Salaries	322,274	322,274	120,572	201,702	37%	318,818	117,212
Fringe benefits	109,551	109,551	38,819	70,732	35%	110,054	38,398
Operating costs	11,100	11,100	1,802	9,298	16%	4,894	1,392
	<u>442,925</u>	<u>442,925</u>	<u>161,193</u>	<u>281,732</u>	36%	<u>433,766</u>	<u>157,002</u>
Finance:							
Salaries	818,574	822,795	286,645	536,150	35%	767,616	266,445
Fringe benefits	272,286	273,578	92,483	181,095	34%	254,977	87,958
Operating costs	441,370	444,115	282,906	161,209	64%	411,040	270,857
	<u>1,532,230</u>	<u>1,540,488</u>	<u>662,034</u>	<u>878,454</u>	43%	<u>1,433,633</u>	<u>625,260</u>
Tax Administration:							
Salaries	2,463,003	2,463,003	775,766	1,687,237	31%	2,246,189	769,478
Fringe benefits	918,096	918,096	278,459	639,637	30%	880,418	297,978
Operating costs	1,113,480	1,113,480	291,134	822,346	26%	693,517	268,302
	<u>4,494,579</u>	<u>4,494,579</u>	<u>1,345,359</u>	<u>3,149,220</u>	30%	<u>3,820,124</u>	<u>1,335,758</u>
County Attorney:							
Salaries	374,603	374,603	121,910	252,693	33%	318,603	109,028
Fringe benefits	111,909	111,909	34,081	77,828	30%	91,853	31,423
Operating costs	194,700	194,700	22,856	171,844	12%	184,147	38,419
	<u>681,212</u>	<u>681,212</u>	<u>178,847</u>	<u>502,365</u>	26%	<u>594,603</u>	<u>178,870</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 OCTOBER 31, 2018 AND THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	October 31, 2018	Variance Positive (Negative)	% of Budget	June 30, 2018	October 31, 2017
Court Facilities:							
Operating costs	257,044	257,044	43,982	213,062	17%	234,603	70,464
	257,044	257,044	43,982	213,062	17%	234,603	70,464
Board of Elections:							
Salaries	501,949	501,949	114,009	387,940	23%	446,261	108,114
Fringe benefits	128,953	128,953	38,725	90,228	30%	121,166	38,412
Operating costs	149,853	149,853	124,331	25,522	83%	145,150	86,807
	780,755	780,755	277,065	503,690	35%	712,577	233,333
Register of Deeds:							
Salaries	694,631	694,631	229,526	465,105	33%	646,690	221,521
Fringe benefits	297,067	297,067	93,869	203,198	32%	291,836	96,490
Operating costs	1,847,252	1,847,252	567,455	1,279,797	31%	2,395,411	628,907
	2,838,950	2,838,950	890,850	1,948,100	31%	3,333,937	946,918
Contingency:							
Operating Costs	400,000	31,278	-	31,278	0%	-	-
Total general government	12,627,455	12,298,946	4,008,674	8,290,272	33%	11,619,291	3,924,785
Central Services:							
Management Information Systems:							
Salaries	1,174,773	1,174,773	398,473	776,300	34%	1,058,132	365,067
Fringe benefits	388,877	388,877	123,821	265,056	32%	353,236	120,101
Operating costs	1,156,100	1,398,276	272,839	1,125,437	20%	1,002,316	306,277
Capital outlay	37,000	135,251	-	135,251	0%	249,032	-
	2,756,750	3,097,177	795,133	2,302,044	26%	2,662,716	791,445
Fleet Services:							
Salaries	605,189	605,189	221,133	384,056	37%	577,915	227,476
Fringe benefits	236,363	236,363	80,817	155,546	34%	228,869	86,377
Operating costs	302,900	306,804	(62,093)	368,897	-20%	297,039	(74,815)
Capital outlay	70,660	70,660	17,643	53,017	25%	46,145	40,596
	1,215,112	1,219,016	257,500	961,516	21%	1,149,968	279,634
Engineering:							
Salaries	429,860	429,860	131,041	298,819	30%	362,464	127,471
Fringe benefits	140,421	140,421	40,684	99,737	29%	121,517	41,243
Operating costs	77,855	77,855	5,945	71,910	8%	26,363	12,559
Capital outlay	30,000	30,000	-	30,000	0%	30,589	30,589
	678,136	678,136	177,670	500,466	26%	540,933	211,862
Operation Services:							
Salaries	2,254,308	2,345,543	850,704	1,494,839	36%	2,087,586	731,260
Fringe benefits	935,035	952,173	311,875	640,298	33%	882,915	302,184
Operating costs	3,258,052	12,352,043	1,638,535	10,713,508	13%	3,357,115	918,020
Capital outlay	319,000	319,000	10,820	308,180	3%	298,492	145,175
	6,766,395	15,968,759	2,811,934	13,156,825	18%	6,626,108	2,096,639
Non-departmental:							
Salaries	-	-	-	-	na	-	-
Fringe benefits	6,262,113	6,262,113	1,889,338	4,372,775	30%	2,935,411	1,122,661
Operating costs	539,253	2,219,253	806,182	1,413,071	36%	540,655	769,472
	6,801,366	8,481,366	2,695,520	5,785,846	32%	3,476,066	1,892,133
Total central services	18,217,759	29,444,454	6,737,757	22,706,697	23%	14,455,791	5,271,713

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	October 31, 2018	Variance Positive (Negative)	% of Budget	June 30, 2018	October 31, 2017
Public Safety:							
District Attorney:							
Operating costs	53,000	53,000	3,148	49,852	6%	50,225	2,714
	<u>53,000</u>	<u>53,000</u>	<u>3,148</u>	<u>49,852</u>	<u>6%</u>	<u>50,225</u>	<u>2,714</u>
Sheriff:							
Salaries	9,885,676	10,870,719	4,340,045	6,530,674	40%	9,326,937	3,180,739
Fringe benefits	3,502,758	3,757,937	1,353,923	2,404,014	36%	3,566,263	1,168,231
Operating costs	2,357,616	3,743,301	1,864,746	1,878,555	50%	2,356,632	966,828
Capital outlay	858,179	1,036,743	236,821	799,922	23%	1,264,018	736,577
	<u>16,604,229</u>	<u>19,408,700</u>	<u>7,795,535</u>	<u>11,613,165</u>	<u>40%</u>	<u>16,513,850</u>	<u>6,052,375</u>
Detention Center:							
Salaries	4,285,278	4,502,909	1,677,587	2,825,322	37%	4,049,008	1,383,283
Fringe benefits	1,632,589	1,677,607	557,198	1,120,409	33%	1,509,690	505,158
Operating costs	2,475,218	2,608,068	881,737	1,726,331	34%	2,289,474	602,229
Capital outlay	396,949	724,395	53,575	670,820	7%	44,825	6,995
	<u>8,790,034</u>	<u>9,512,979</u>	<u>3,170,097</u>	<u>6,342,882</u>	<u>33%</u>	<u>7,892,997</u>	<u>2,497,665</u>
Emergency Medical:							
Salaries	5,473,641	5,879,235	2,176,598	3,702,637	37%	4,939,491	1,659,153
Fringe benefits	1,872,254	1,953,596	657,512	1,296,084	34%	1,672,581	554,183
Operating costs	1,464,211	1,464,211	511,632	952,579	35%	1,525,556	565,275
Capital outlay	1,020,000	1,278,952	836,508	442,444	65%	481,197	116,573
	<u>9,830,106</u>	<u>10,575,994</u>	<u>4,182,250</u>	<u>6,393,744</u>	<u>40%</u>	<u>8,618,825</u>	<u>2,895,184</u>
Emergency Management:							
Salaries	195,598	218,612	92,473	126,139	42%	276,239	75,765
Fringe benefits	57,651	62,360	24,435	37,925	39%	86,628	23,066
Operating costs	303,900	629,500	383,357	246,143	61%	289,178	80,527
Capital outlay	21,200	71,200	-	71,200	0%	58,091	34,720
	<u>578,349</u>	<u>981,672</u>	<u>500,265</u>	<u>481,407</u>	<u>51%</u>	<u>710,136</u>	<u>214,078</u>
Other Agencies:							
Fire districts	-	74,600	30,000	44,600	40%	640,990	193,999
Rescue Squads	332,800	332,800	20,900	311,900	6%	330,000	79,875
	<u>332,800</u>	<u>407,400</u>	<u>50,900</u>	<u>356,500</u>	<u>12%</u>	<u>970,990</u>	<u>273,874</u>
Building/Fire Inspections and Central Permitting							
Salaries	1,469,965	1,602,116	595,103	1,007,013	37%	1,358,514	442,265
Fringe benefits	514,695	552,569	177,231	375,338	32%	428,752	134,482
Operating costs	157,675	178,363	63,433	114,930	36%	179,826	46,743
Capital outlay	-	91,800	58,815	32,985	64%	207,646	144,974
	<u>2,142,335</u>	<u>2,424,848</u>	<u>894,582</u>	<u>1,530,266</u>	<u>37%</u>	<u>2,174,738</u>	<u>768,464</u>
Central Communications:							
Salaries	1,660,205	1,782,548	639,296	1,143,252	36%	1,425,662	482,286
Fringe benefits	627,456	652,371	207,774	444,597	32%	554,861	181,792
Operating costs	242,732	252,112	56,243	195,869	22%	161,342	74,068
Capital outlay	118,558	118,558	8,962	109,596	8%	264,505	14,976
	<u>2,648,951</u>	<u>2,805,589</u>	<u>912,275</u>	<u>1,893,314</u>	<u>33%</u>	<u>2,406,370</u>	<u>753,122</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 OCTOBER 31, 2018 AND THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>October 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2018</u>	<u>October 31, 2017</u>
Animal Protective Services:							
Salaries	562,171	615,180	252,864	362,316	41%	544,852	188,441
Fringe benefits	218,183	222,206	86,305	135,901	39%	223,842	75,992
Operating costs	294,549	332,750	85,313	247,437	26%	305,960	111,279
Capital outlay	-	-	-	-	na	89,616	59,440
	<u>1,074,903</u>	<u>1,170,136</u>	<u>424,482</u>	<u>745,654</u>	<u>36%</u>	<u>1,164,270</u>	<u>435,152</u>
Total public safety	<u>42,054,707</u>	<u>47,340,318</u>	<u>17,933,534</u>	<u>29,406,784</u>	<u>38%</u>	<u>40,502,401</u>	<u>13,892,628</u>
Transportation:							
Cape Fear Regional Jetport	97,000	97,000	48,500	48,500	50%	97,000	48,500
Odell Williamson Mun. Air.	27,500	27,500	13,750	13,750	50%	27,500	13,750
Cape Fear Transp. Authority	31,138	31,138	31,138	-	100%	30,230	30,230
Brunswick Transit System	-	295,087	115,450	179,637	39%	230,887	115,444
Total transportation	<u>155,638</u>	<u>450,725</u>	<u>208,838</u>	<u>241,887</u>	<u>46%</u>	<u>385,617</u>	<u>207,924</u>
Environmental Protection:							
Solid Waste:							
Salaries	325,369	333,008	133,348	199,660	40%	312,578	107,296
Fringe benefits	127,118	127,118	47,033	80,085	37%	126,113	41,857
Operating costs	15,619,045	15,643,045	5,167,781	10,475,264	33%	14,803,245	4,849,889
Capital outlay	211,300	211,300	164,553	46,747	78%	533,296	533,296
	<u>16,282,832</u>	<u>16,314,471</u>	<u>5,512,715</u>	<u>10,801,756</u>	<u>34%</u>	<u>15,775,232</u>	<u>5,532,338</u>
Other:							
Forestry services	235,063	235,063	51,931	183,132	22%	199,781	49,622
Total environmental protection	<u>16,517,895</u>	<u>16,549,534</u>	<u>5,564,646</u>	<u>10,984,888</u>	<u>34%</u>	<u>15,975,013</u>	<u>5,581,960</u>
Economic Development:							
Zoning/Solid Waste Enforcement:							
Salaries	140,397	140,397	47,973	92,424	34%	132,464	43,598
Fringe benefits	54,711	54,711	18,320	36,391	33%	51,750	17,395
Operating costs	14,190	14,190	3,004	11,186	21%	13,929	3,777
Capital outlay	30,000	30,000	29,705	295	99%	-	-
	<u>239,298</u>	<u>239,298</u>	<u>99,002</u>	<u>140,296</u>	<u>41%</u>	<u>198,143</u>	<u>64,770</u>
Planning:							
Salaries	409,603	457,636	154,465	303,171	34%	392,502	141,922
Fringe benefits	144,711	163,678	51,102	112,576	31%	131,875	47,010
Operating costs	130,450	130,450	38,737	91,713	30%	112,363	30,834
Capital outlay	30,000	30,000	23,939	6,061	80%	-	-
	<u>714,764</u>	<u>781,764</u>	<u>268,243</u>	<u>513,521</u>	<u>34%</u>	<u>636,740</u>	<u>219,766</u>
Cooperative Extension:							
Salaries	312,416	352,454	78,556	273,898	22%	300,694	77,852
Fringe benefits	154,261	157,324	26,635	130,689	17%	115,770	25,539
Operating costs	121,983	128,522	35,294	93,228	27%	104,232	23,553
Capital outlay	35,000	35,000	-	35,000	0%	5,485	-
	<u>623,660</u>	<u>673,300</u>	<u>140,485</u>	<u>532,815</u>	<u>21%</u>	<u>526,181</u>	<u>126,944</u>
Soil and Water Conservation:							
Salaries	158,292	158,292	53,161	105,131	34%	153,759	51,582
Fringe benefits	58,429	58,429	19,402	39,027	33%	59,028	19,742
Operating costs	17,800	17,800	2,287	15,513	13%	17,548	6,324
	<u>234,521</u>	<u>234,521</u>	<u>74,850</u>	<u>159,671</u>	<u>32%</u>	<u>230,335</u>	<u>77,648</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 OCTOBER 31, 2018 AND THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	October 31, 2018	Variance Positive (Negative)	% of Budget	June 30, 2018	October 31, 2017
Public Housing Section 8:							
Salaries	136,627	136,627	31,404	105,223	23%	122,196	52,228
Fringe benefits	55,296	55,296	10,486	44,810	19%	49,991	21,044
Operating costs	2,163,180	2,163,180	637,526	1,525,654	29%	1,987,786	647,983
	<u>2,355,103</u>	<u>2,355,103</u>	<u>679,416</u>	<u>1,675,687</u>	<u>29%</u>	<u>2,159,973</u>	<u>721,255</u>
Economic Development:							
Salaries	-	-	-	-	na	27,539	18,270
Fringe benefits	-	-	-	-	na	2,107	1,398
Operating costs	425,000	425,000	106,250	318,750	25%	395,354	32,874
	<u>425,000</u>	<u>425,000</u>	<u>106,250</u>	<u>318,750</u>	<u>25%</u>	<u>425,000</u>	<u>52,542</u>
1% Occupancy Tax:							
Operating costs	1,500,000	1,500,000	873,332	626,668	58%	1,589,493	859,994
Other Economic Development:							
Boiling Spring Lakes	288,750	288,750	-	288,750	0%	-	-
Holden Beach Special					0%	-	-
Obligation Bond	1,422,360	1,422,360	-	1,422,360		-	-
Lockwood Folly & Shallotte	-	190,000	190,000	-	100%	177,868	-
Dredging							
Reserve for shoreline	600,000	505,000	6,134	498,866	1%	-	-
	<u>2,311,110</u>	<u>2,406,110</u>	<u>196,134</u>	<u>2,209,976</u>	<u>8%</u>	<u>177,868</u>	<u>-</u>
Total economic development	8,403,456	8,615,096	2,437,712	6,177,384	28%	5,943,733	2,122,919
Human Services:							
Health:							
Administration:							
Salaries	2,329,222	2,438,770	906,334	1,532,436	37%	2,042,688	746,967
Fringe benefits	1,223,311	1,236,863	347,405	889,458	28%	1,133,667	386,054
Operating costs	269,750	271,750	38,705	233,045	14%	450,005	41,108
Capital outlay	-	30,000	-	30,000	0%	84,387	-
	<u>3,822,283</u>	<u>3,977,383</u>	<u>1,292,444</u>	<u>2,684,939</u>	<u>32%</u>	<u>3,710,747</u>	<u>1,174,129</u>
Communicable Diseases:							
Operating costs	413,900	413,900	125,612	288,288	30%	322,702	159,310
Adult Health Maintenance:							
Operating costs	448,655	430,545	41,283	389,262	10%	148,520	36,909
	<u>448,655</u>	<u>430,545</u>	<u>41,283</u>	<u>389,262</u>	<u>10%</u>	<u>148,520</u>	<u>36,909</u>
Senior Health							
Salaries	52,468	52,468	18,295	34,173	35%	51,459	18,946
Fringe benefits	20,871	20,871	6,983	13,888	33%	21,136	7,090
Operating costs	3,835	3,835	1,209	2,626	32%	3,451	1,259
	<u>77,174</u>	<u>77,174</u>	<u>26,487</u>	<u>50,687</u>	<u>34%</u>	<u>76,046</u>	<u>27,295</u>
Maternal and Child Health:							
Salaries	385,259	390,535	126,386	264,149	32%	352,193	129,345
Fringe benefits	165,198	166,399	47,775	118,624	29%	151,228	52,559
Operating costs	594,240	619,240	147,987	471,253	24%	490,343	143,250
Capital outlay	7,100	7,100	6,222	878	88%	-	-
	<u>1,151,797</u>	<u>1,183,274</u>	<u>328,370</u>	<u>854,904</u>	<u>28%</u>	<u>993,764</u>	<u>325,154</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 OCTOBER 31, 2018 AND THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	October 31, 2018	Variance Positive (Negative)	% of Budget	June 30, 2018	October 31, 2017
Environmental Health:							
Salaries	1,059,934	1,122,724	394,960	727,764	35%	1,002,967	346,325
Fringe benefits	364,996	385,834	123,778	262,056	32%	348,471	116,631
Operating costs	190,771	397,914	78,171	319,743	20%	178,253	55,640
Capital outlay	86,810	85,580	18,381	67,199	21%	18,134	-
	<u>1,702,511</u>	<u>1,992,052</u>	<u>615,290</u>	<u>1,376,762</u>	<u>31%</u>	<u>1,547,825</u>	<u>518,596</u>
Total health	<u>7,616,320</u>	<u>8,074,328</u>	<u>2,429,486</u>	<u>5,644,842</u>	<u>30%</u>	<u>6,799,604</u>	<u>2,241,393</u>
Veterans' Services:							
Salaries	138,941	138,941	55,538	83,403	40%	134,211	45,566
Fringe benefits	54,414	54,414	19,710	34,704	36%	55,007	18,497
Operating costs	17,655	17,655	6,476	11,179	37%	14,515	3,371
Total veterans' services	<u>211,010</u>	<u>211,010</u>	<u>81,724</u>	<u>129,286</u>	<u>39%</u>	<u>203,733</u>	<u>67,434</u>
Social Services:							
Administration:							
Salaries	7,114,785	7,351,783	2,580,429	4,771,354	35%	6,545,048	2,297,925
Fringe benefits	3,399,525	3,447,437	959,106	2,488,331	28%	3,330,513	1,156,659
Operating costs	2,655,458	2,750,491	460,751	2,289,740	17%	2,465,535	725,310
Capital outlay	75,000	75,000	-	75,000	0%	172,127	-
	<u>13,244,768</u>	<u>13,624,711</u>	<u>4,000,286</u>	<u>9,624,425</u>	<u>29%</u>	<u>12,513,223</u>	<u>4,179,894</u>
Other Operating Costs:							
Medical assistance	20,000	20,000	363	19,637	2%	1,196	(276)
Aid to the blind	7,850	7,850	-	7,850	0%	5,361	-
Adoption assistance	280,000	280,000	78,072	201,928	28%	237,807	83,064
Special assistance	470,000	470,000	115,841	354,159	25%	388,663	128,188
Foster care	950,000	950,000	162,117	787,883	17%	460,113	101,343
State foster home	335,000	335,000	122,485	212,515	37%	278,604	67,854
Special assistance	25,121	25,121	5,191	19,930	21%	21,479	3,488
Day care	23,000	23,000	-	23,000	0%	397,021	395,097
Special child adopt. assistance	-	84,851	26,524	58,327	31%	88,894	24,144
	<u>2,110,971</u>	<u>2,195,822</u>	<u>510,593</u>	<u>1,685,229</u>	<u>23%</u>	<u>1,879,138</u>	<u>802,902</u>
Total social services	<u>15,355,739</u>	<u>15,820,533</u>	<u>4,510,879</u>	<u>11,309,654</u>	<u>29%</u>	<u>14,392,361</u>	<u>4,982,796</u>
Other Human Services:							
Trillium Health Resources	250,443	250,443	62,611	187,832	25%	250,443	62,608
Brunswick Senior Resources	2,387,618	2,387,618	795,873	1,591,745	33%	2,076,705	692,234
Other human services	-	127,097	41,804	85,293	33%	127,883	41,975
	<u>2,638,061</u>	<u>2,765,158</u>	<u>900,288</u>	<u>1,864,870</u>	<u>33%</u>	<u>2,455,031</u>	<u>796,817</u>
Total human services	<u>25,821,130</u>	<u>26,871,029</u>	<u>7,922,377</u>	<u>18,948,652</u>	<u>29%</u>	<u>23,850,729</u>	<u>8,088,440</u>
Education:							
Public schools	39,918,820	39,918,820	13,306,276	26,612,544	33%	37,298,995	12,433,000
Public schools - capital outlay	837,458	837,458	279,156	558,302	33%	782,496	260,832
Community college	4,249,867	4,034,064	1,326,466	2,707,598	33%	4,193,167	1,333,144
Community college - cap. out.	150,000	150,000	50,000	100,000	33%	68,000	22,667
Total education	<u>45,156,145</u>	<u>44,940,342</u>	<u>14,961,898</u>	<u>29,978,444</u>	<u>33%</u>	<u>42,342,658</u>	<u>14,049,643</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 OCTOBER 31, 2018 AND THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	October 31, 2018	Variance Positive (Negative)	% of Budget	June 30, 2018	October 31, 2017
Culture and Recreation:							
Parks and Recreation:							
Administration:							
Salaries	673,238	684,791	238,539	446,252	35%	628,820	233,442
Fringe benefits	190,448	199,411	66,025	133,386	33%	189,400	65,652
Operating costs	664,680	666,180	216,192	449,988	32%	548,234	201,578
Capital outlay	389,000	389,000	46,495	342,505	12%	49,283	-
	<u>1,917,366</u>	<u>1,939,382</u>	<u>567,251</u>	<u>1,372,131</u>	<u>29%</u>	<u>1,415,737</u>	<u>500,672</u>
Maintenance:							
Salaries	801,783	801,783	293,150	508,633	37%	746,088	269,205
Fringe benefits	311,875	311,875	102,930	208,945	33%	300,847	103,014
Operating costs	429,220	429,220	82,922	346,298	19%	445,966	166,356
Capital outlay	160,000	160,000	30,640	129,360	19%	96,663	40,621
	<u>1,702,878</u>	<u>1,702,878</u>	<u>509,642</u>	<u>1,193,236</u>	<u>30%</u>	<u>1,589,564</u>	<u>579,196</u>
Total Parks and Recreation	<u>3,620,244</u>	<u>3,642,260</u>	<u>1,076,893</u>	<u>2,565,367</u>	<u>30%</u>	<u>3,005,301</u>	<u>1,079,868</u>
Brunswick County Library:							
Salaries	792,551	792,551	268,404	524,147	34%	729,865	258,194
Fringe benefits	316,173	316,173	102,225	213,948	32%	299,256	103,901
Operating costs	238,900	243,900	86,942	156,958	36%	265,328	96,524
	<u>1,347,624</u>	<u>1,352,624</u>	<u>457,571</u>	<u>895,053</u>	<u>34%</u>	<u>1,294,449</u>	<u>458,619</u>
Total culture and recreation	<u>4,967,868</u>	<u>4,994,884</u>	<u>1,534,464</u>	<u>3,460,420</u>	<u>31%</u>	<u>4,299,750</u>	<u>1,538,487</u>
Debt Service:							
Principal retirement	11,233,462	11,233,462	163,460	11,070,002	1%	11,383,292	173,292
Interest and fees	2,227,245	2,227,245	889,013	1,338,232	40%	2,569,088	1,053,092
Total debt service	<u>13,460,707</u>	<u>13,460,707</u>	<u>1,052,473</u>	<u>12,408,234</u>	<u>8%</u>	<u>13,952,380</u>	<u>1,226,384</u>
Total expenditures	<u>187,382,760</u>	<u>204,966,035</u>	<u>62,362,373</u>	<u>142,603,662</u>	<u>30%</u>	<u>173,327,363</u>	<u>55,904,883</u>
Revenues over (under) expenditures	<u>150,664</u>	<u>(5,336,758)</u>	<u>(4,522,089)</u>	<u>814,669</u>	<u>85%</u>	<u>18,977,379</u>	<u>1,022,169</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)	(750,000)	(750,000)	-	100%	(10,947,387)	(1,592,750)
Transfer to grant projects funds	-	-	-	-	na	(9,646)	(9,642)
Transfer to emergency telephone system fund	-	-	-	-	na	(1,132)	-
Transfer to school capital projects fund	(4,386,275)	(4,386,275)	-	4,386,275	0%	(6,239,924)	-
	<u>(5,136,275)</u>	<u>(5,136,275)</u>	<u>(750,000)</u>	<u>4,386,275</u>	<u>15%</u>	<u>(17,198,089)</u>	<u>(1,602,392)</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 OCTOBER 31, 2018 AND THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	<u>Original Budget</u>	<u>Current Budget</u>	<u>October 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2018</u>	<u>October 31, 2017</u>
Budgetary Financing Sources (Uses):							
Appropriated fund balance	<u>4,985,611</u>	<u>10,473,033</u>	<u>-</u>	<u>(10,473,033)</u>	0%	<u>-</u>	<u>-</u>
Total other financing sources (uses)	<u>(150,664)</u>	<u>5,336,758</u>	<u>(750,000)</u>	<u>(6,086,758)</u>	-14%	<u>(16,682,522)</u>	<u>(1,097,335)</u>
Net change in fund balance	\$ -	\$ -	(5,272,089)	\$ (5,272,089)		2,294,857	(75,166)
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>\$ 70,632,456</u>			<u>\$ 75,904,545</u>	<u>\$ 73,534,522</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 OCTOBER 31, 2018

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental-NC Dept. of Transportation	\$ 23,184,194	\$ 19,299,758	\$ 389,190	\$ 19,688,948
Restricted intergovernmental-NC Parks & Rec. Trust Fund	750,500	-	-	-
Investment earnings	128,008	311,047	69,238	380,285
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>470,212</u>	<u>20,945,696</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	2,066,447	3,214,944
Smithville Park Improvements	6,089,666	5,672,028	122,578	5,794,606
Brunswick Waterway Park Improvements	644,083	49,966	51,639	101,605
Calabash Senior Center	2,459,714	2,369,319	-	2,369,319
	<u>15,043,463</u>	<u>9,239,810</u>	<u>2,240,664</u>	<u>11,480,474</u>
Transportation:				
Airport Improvements	<u>24,564,844</u>	<u>20,489,243</u>	<u>656,262</u>	<u>21,145,505</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>62,394,120</u>	<u>29,903,801</u>	<u>3,003,830</u>	<u>32,907,631</u>
Revenues over (under) expenditures	(37,410,826)	(9,428,317)	(2,533,618)	(11,961,935)
Other Financing Sources (Uses):				
Appropriated fund balance	4,805,618	-	-	-
Transfer from general fund	34,594,647	33,844,651	750,000	34,594,651
Transfer to general fund	(1,989,439)	(1,989,439)	-	(1,989,439)
Total other financing sources (uses)	<u>37,410,826</u>	<u>31,855,212</u>	<u>750,000</u>	<u>32,605,212</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 22,426,895</u>	<u>(1,783,618)</u>	<u>\$ 20,643,277</u>
Fund balance, beginning of year			<u>27,251,373</u>	
Fund balance, end of year			<u>\$ 25,467,755</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 OCTOBER 31, 2018

	<u>Project Budget</u>	<u>Actual</u>		
		<u>Prior Years</u>	<u>Current Year</u>	<u>Total to Date</u>
Revenues:				
NC Public Education Lottery	\$ 7,082,039	\$ 7,092,797	\$ -	\$ 7,092,797
Investment earnings	1,189,435	1,352,633	33,593	1,386,226
Investment earnings-debt proceeds	-	2,506	317,096	319,602
Total revenues	<u>8,271,474</u>	<u>8,447,936</u>	<u>350,689</u>	<u>8,798,625</u>
Expenditures:				
Brunswick County Schools	122,874,136	45,849,954	6,000,079	51,850,033
Brunswick Community College	31,665,911	31,522,340	92,900	31,615,240
Total expenditures	<u>154,540,047</u>	<u>77,372,294</u>	<u>6,092,979</u>	<u>83,465,273</u>
Revenues over (under) expenditures	(146,268,573)	(68,924,358)	(5,742,290)	(74,666,648)
Other Financing Sources (Uses):				
Transfer from general fund	56,603,514	47,677,314	-	47,677,314
Transfer to general fund	(314,013)	(314,013)	-	(314,013)
Premium on bonds issued	3,471,659	476,476	-	476,476
Debt financing issued	79,955,000	30,000,000	-	30,000,000
Appropriated fund balance	6,552,413	-	-	-
Total other financing sources (uses)	<u>146,268,573</u>	<u>77,839,777</u>	<u>-</u>	<u>77,839,777</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 8,915,419</u>	(5,742,290)	<u>\$ 3,173,129</u>
Fund balance, beginning of year			<u>65,345,502</u>	
Fund balance, end of year			<u>\$ 59,603,212</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Emergency Telephone System Fund	Grant Project	ROD- Technology Enhancement Fund	Total
Assets:				
Cash and cash equivalents/investments	\$ 1,071,564	\$ -	\$ 865,975	\$ 1,937,539
Interest receivable	96	-	84	180
Total assets	<u>1,071,660</u>	<u>-</u>	<u>866,059</u>	<u>1,937,719</u>
Liabilities:				
Accounts payable and other liabilities	22,079	-	4,900	26,979
Due to other funds	-	12,831	-	12,831
Total liabilities	<u>22,079</u>	<u>12,831</u>	<u>4,900</u>	<u>39,810</u>
Fund Balance:				
Stabilization by State Statute	96	-	84	180
Restricted - other	1,049,485	-	861,075	1,910,560
Unassigned	-	(12,831)	-	(12,831)
Total fund balances	<u>1,049,581</u>	<u>(12,831)</u>	<u>861,159</u>	<u>1,897,909</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 1,071,660</u>	<u>\$ -</u>	<u>\$ 866,059</u>	<u>\$ 1,937,719</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 OCTOBER 31, 2018

	Emergency Telephone System Fund	Grant Project	ROD- Technology Enhancement Fund	Total
Revenues:				
Restricted intergovernmental	\$ 137,679	\$ 57,953	\$ -	\$ 195,632
Permits and fees	-	-	49,296	49,296
Investment earnings	2,747	-	2,358	5,105
Total revenues	<u>140,426</u>	<u>57,953</u>	<u>51,654</u>	<u>250,033</u>
Expenditures:				
General government	-	70,784	42,649	113,433
Public safety	150,078	-	-	150,078
Total expenditures	<u>150,078</u>	<u>70,784</u>	<u>42,649</u>	<u>263,511</u>
Revenues over (under) expenditures	(9,652)	(12,831)	9,005	(13,478)
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>\$ 1,049,581</u>	<u>\$ (12,831)</u>	<u>\$ 861,159</u>	<u>\$ 1,897,909</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 OCTOBER 31, 2018 AND THE YEAR ENDED JUNE 30, 2018**

	<u>Budget</u>	<u>October 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>June 30, 2018</u>	<u>October 31, 2017</u>
Revenues:					
Restricted intergovernmental	\$ 548,008	\$ 137,679	\$ (410,329)	\$ 782,424	\$ 130,404
Investment earnings	-	2,747	2,747	5,238	1,398
Total revenues	<u>548,008</u>	<u>140,426</u>	<u>(407,582)</u>	<u>787,662</u>	<u>131,802</u>
Expenditures:					
Operating costs	798,008	150,078	647,930	479,398	139,940
Capital outlay	<u>59,872</u>	-	<u>59,872</u>	<u>307,918</u>	<u>66,267</u>
Total expenditures	<u>857,880</u>	<u>150,078</u>	<u>707,802</u>	<u>787,316</u>	<u>206,207</u>
Revenues over (under) expenditures	(309,872)	(9,652)	300,220	346	(74,405)
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>	(9,652)	<u>\$ (9,652)</u>	1,478	(74,405)
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>\$ 1,049,581</u>		<u>\$ 1,059,233</u>	<u>\$ 983,350</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

		Actual		
	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total to Date</u>
Revenues:				
Restricted intergovernmental	\$ 1,365,358	\$ 484,667	\$ 57,953	\$ 542,620
Expenditures:				
SAMHSA Expansion Grant FY 19-24	400,000	-	-	-
SAMHSA	975,000	484,667	70,784	555,451
Total expenditures	1,375,000	484,667	70,784	555,451
Revenues over (under) expenditures	(9,642)	-	(12,831)	(12,831)
Other Financing Sources (Uses):				
Transfers from general fund	9,642	-	-	-
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	(12,831)	<u>\$ (12,831)</u>
Fund balance, beginning of year			-	
Fund balance, end of year			<u>\$ (12,831)</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 OCTOBER 31, 2018 AND THE YEAR ENDED JUNE 30, 2018**

	<u>Budget</u>	<u>October 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>June 30, 2018</u>	<u>October 31, 2017</u>
Revenues:					
Permits and fees	\$ 165,500	\$ 49,296	\$ (116,204)	\$ 161,663	\$ 56,448
Investment earnings	3,500	2,358	(1,142)	4,317	1,137
Total revenues	<u>169,000</u>	<u>51,654</u>	<u>(117,346)</u>	<u>165,980</u>	<u>57,585</u>
Expenditures:					
General government	<u>212,699</u>	<u>42,649</u>	<u>170,050</u>	<u>152,451</u>	<u>39,559</u>
Revenues over (under) expenditures	(43,699)	9,005	52,704	13,529	18,026
Other Financing Sources (Uses):					
Appropriated fund balance	<u>43,699</u>	-	(43,699)	-	-
Net change in fund balance	<u>\$ -</u>	9,005	<u>\$ 9,005</u>	13,529	18,026
Fund balance, beginning of year		<u>852,154</u>		<u>838,625</u>	<u>838,625</u>
Fund balance, end of year		<u>\$ 861,159</u>		<u>\$ 852,154</u>	<u>\$ 856,651</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Water Fund	Water Capital Projects	Total
Current Assets:			
Cash, cash equivalents and investments	\$ 27,774,195	\$ 5,160,578	\$ 32,934,773
Restricted cash	2,512,707	-	2,512,707
Interest receivable	2,835	577	3,412
Receivables and special assessments, net	2,816,655	-	2,816,655
Due from other governmental agencies	300,205	83,478	383,683
Inventories	1,783,406	-	1,783,406
Total current assets	<u>35,190,003</u>	<u>5,244,633</u>	<u>40,434,636</u>
Current Liabilities:			
Accounts payable and other liabilities	662,914	1,400	664,314
Customer deposits	1,910,626	-	1,910,626
Interest payable	263,945	-	263,945
Current portion of debt	1,366,522	-	1,366,522
Total current liabilities	<u>4,204,007</u>	<u>1,400</u>	<u>4,205,407</u>
Expendable net position	30,985,996	5,243,233	36,229,229
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>\$ 152,502,395</u>	<u>\$ 5,243,233</u>	<u>\$ 157,745,628</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	<u>Original Budget</u>	<u>Current Budget</u>	<u>October 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2018</u>	<u>October 31, 2017</u>
Revenues:							
User charges	\$ 23,072,000	\$ 23,072,000	\$ 9,451,763	\$ (13,620,237)	41%	\$ 24,141,941	\$ 9,416,213
Restricted intergovernmental	-	3,797,331	-	(3,797,331)	0%	216,000	-
Investment earnings	70,000	70,000	82,477	12,477	118%	142,897	35,156
Other	476,468	476,468	128,227	(348,241)	27%	601,302	101,751
Total revenues	<u>23,618,468</u>	<u>27,415,799</u>	<u>9,662,467</u>	<u>(17,753,332)</u>	35%	<u>25,102,140</u>	<u>9,553,120</u>
Expenditures:							
Salaries	4,932,754	5,142,948	1,898,505	3,244,443	37%	4,563,616	1,525,841
Fringe benefits	2,368,799	2,410,992	732,008	1,678,984	30%	1,957,864	662,035
Operating expenditures	7,177,542	11,728,025	2,978,863	8,749,162	25%	6,739,172	2,386,172
Repairs and maintenance	1,578,200	1,568,253	491,283	1,076,970	31%	1,796,403	773,064
Capital outlay	1,619,100	2,322,510	442,249	1,880,261	19%	1,611,908	351,357
Debt Service:							
Principal	1,220,861	1,220,861	46,697	1,174,164	4%	1,179,148	44,751
Interest	1,021,068	1,021,068	504,744	516,324	49%	1,068,790	527,600
Total expenditures	<u>19,918,324</u>	<u>25,414,657</u>	<u>7,094,349</u>	<u>18,320,308</u>	28%	<u>18,916,901</u>	<u>6,270,820</u>
Revenues over (under) expenditures	3,700,144	2,001,142	2,568,118	566,976	128%	6,185,239	3,282,300
Other Financing Sources (Uses):							
Transfer to water capital project fund	(4,610,144)	(3,425,214)	(790,000)	2,635,214	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>(2,001,142)</u>	<u>(790,000)</u>	<u>1,211,142</u>	39%	<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>\$ 1,778,118</u>	<u>\$ 1,778,118</u>		<u>\$ 3,642,732</u>	<u>\$ 2,647,300</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 OCTOBER 31, 2018**

		Actual		
	Project Budget	Prior Year	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	\$ 401,655	\$ 381,655	\$ -	\$ 381,655
Investment earnings	120,276	122,884	15,288	138,172
Assessments	52,724	39,495	-	39,495
Penalties and interest assessments	-	13,229	-	13,229
Other	500,000	-	-	-
Total revenues	1,074,655	557,263	15,288	572,551
Expenditures:				
Southeast Water Tank	65,000	50,550	-	50,550
NCDOT Hwy 211 Expansion	411,155	384,990	-	384,990
FY16 Water Mains Top 7 and Apollo	1,905,000	1,612,801	45,689	1,658,490
Middleton Road Water Main	949,178	949,178	-	949,178
US 74/76 Fire Protection	1,019,296	119,276	615,410	734,686
Gilbert Road Water Main	978,479	978,479	-	978,479
Bailey Road Project	139,615	8,640	102,735	111,375
Raw Water Mains Project	850,000	398,772	-	398,772
Sunset Harbor Water Main	564,000	73,105	11,399	84,504
NW Plant Treatment Expansion 12MGD	21,085,370	579,890	-	579,890
Total expenditures	27,967,093	5,155,681	775,233	5,930,914
Revenues over (under) expenditures	(26,892,438)	(4,598,418)	(759,945)	(5,358,363)
Other Financing Sources (Uses):				
Long term debt issued	20,485,770	-	-	-
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	(4,125,936)	-	-	-
Appropriated fund balance	1,783,497	-	-	-
Total other financing sources (uses)	26,892,438	8,024,117	790,000	8,814,117
Revenues and other financing sources over (under) expenditures and other financing uses	\$ -	\$ 3,425,699	\$ 30,055	\$ 3,455,754

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Wastewater Fund	Wastewater Capital Projects	Total
Current Assets:			
Cash and cash equivalents/investments	\$ 21,403,274	\$ 2,081,542	\$ 23,484,816
Restricted cash	4,466,082	-	4,466,082
Interest receivable	2,062	216	2,278
Receivables and special assessments, net	6,208,842	-	6,208,842
Due from other governmental agencies	455,198	8,146	463,344
Inventories	344,146	-	344,146
Total current assets	<u>32,879,604</u>	<u>2,089,904</u>	<u>34,969,508</u>
Current Liabilities:			
Accounts payable and other liabilities	427,309	45,217	472,526
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>12,490,721</u>	<u>45,217</u>	<u>12,535,938</u>
Expendable net position	20,388,883	2,044,687	22,433,570
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>\$ 148,481,129</u>	<u>\$ 2,044,687</u>	<u>\$ 150,525,816</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	<u>Original Budget</u>	<u>Current Budget</u>	<u>October 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2018</u>	<u>October 31, 2017</u>
Revenues:							
User charges	\$ 22,689,098	\$ 22,689,098	\$ 8,503,391	\$ (14,185,707)	37%	\$ 26,783,874	\$ 8,561,757
ARRA interest subsidy	91,833	91,833	-	(91,833)	0%	120,086	59,946
Special assessments	13,000	13,000	41,845	28,845	322%	2,026,174	51,418
Investment earnings	50,000	50,000	77,161	27,161	154%	127,646	27,495
Restricted intergovernmental	-	497,681	-	(497,681)	0%	-	-
Other	137,400	182,400	62,340	(120,060)	34%	221,124	56,256
Total revenues	<u>22,981,331</u>	<u>23,524,012</u>	<u>8,684,737</u>	<u>(14,839,275)</u>	37%	<u>29,278,904</u>	<u>8,756,872</u>
Expenditures:							
Salaries	2,632,844	2,768,344	1,096,929	1,671,415	40%	2,481,261	858,779
Fringe benefits	1,221,374	1,249,448	416,732	832,716	33%	989,586	343,120
Operating expenditures	4,456,393	5,516,475	1,401,369	4,115,106	25%	4,130,740	1,247,219
Repairs and maintenance	1,742,050	1,783,830	723,430	1,060,400	41%	1,986,908	605,682
Capital outlay	2,409,825	4,234,172	976,314	3,257,858	23%	1,975,825	492,035
Debt Service:							
Principal	10,014,492	10,014,492	747,850	9,266,642	7%	9,840,547	731,788
Interest	3,688,912	3,688,912	1,833,886	1,855,026	50%	4,027,464	2,000,762
Total expenditures	<u>26,165,890</u>	<u>29,255,673</u>	<u>7,196,510</u>	<u>22,059,163</u>	25%	<u>25,432,331</u>	<u>6,279,385</u>
Revenues over (under) expenditures	(3,184,559)	(5,731,661)	1,488,227	7,219,888	-26%	3,846,573	2,477,487
Other Financing Sources (Uses):							
Transfer to wastewater capital project	(800,000)	(325,558)	-	325,558	0%	(634,012)	(634,012)
Transfer from wastewater capital project	1,175,000	375,000	-	(375,000)	0%	1,638,171	-
Appropriated net position	2,809,559	5,682,219	-	(5,682,219)	0%	-	-
Total other fin. sources (uses)	<u>3,184,559</u>	<u>5,731,661</u>	<u>-</u>	<u>(5,731,661)</u>	0%	<u>1,004,159</u>	<u>(634,012)</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,488,227</u>	<u>\$ 1,488,227</u>		<u>\$ 4,850,732</u>	<u>\$ 1,843,475</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 OCTOBER 31, 2018**

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	\$ 97,302	\$ 46,276	\$ -	\$ 46,276
Assessments	557,053	557,052	-	557,052
SAD interest and penalties	99,017	102,512	-	102,512
Investment earnings	97,462	124,216	8,450	132,666
West Brunswick Regional WWTP Southport Contribution	2,654,400	-	-	-
Total revenues	<u>3,505,234</u>	<u>830,056</u>	<u>8,450</u>	<u>838,506</u>
Expenditures:				
NCDOT Hwy 211 Expansion	121,702	105,145	15,350	120,495
WBRWWTF Expansion Southport	2,630,000	464,663	131,530	596,193
NEBRWWTP Expansion	2,392,000	99,598	113,273	212,871
Total expenditures	<u>5,143,702</u>	<u>669,406</u>	<u>260,153</u>	<u>929,559</u>
Revenues over (under) expenditures	(1,638,468)	160,650	(251,703)	(91,053)
Other Financing Sources (Uses):				
Long term debt issued	2,392,000	-	-	-
Transfer from wastewater fund	3,484,201	3,158,647	-	3,158,647
Transfer to wastewater fund	(5,549,234)	(5,549,234)	-	(5,549,234)
Future capital projects	(2,869,095)	-	-	-
Appropriated fund balance	4,180,596	-	-	-
Total other financing sources (uses)	<u>1,638,468</u>	<u>(2,390,587)</u>	<u>-</u>	<u>(2,390,587)</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ (2,229,937)</u>	<u>\$ (251,703)</u>	<u>\$ (2,481,640)</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 OCTOBER 31, 2018 AND THE YEAR ENDED JUNE 30, 2018
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR**

	<u>Budget</u>	<u>October 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>June 30, 2018</u>	<u>October 31, 2017</u>
Revenues:					
Charges for services	\$ 1,098,200	\$ 274,550	\$ (823,650)	\$ 980,000	\$ 490,000
Investment earnings	-	6,092	6,092	13,062	3,406
Total revenues	<u>1,098,200</u>	<u>280,642</u>	<u>(817,558)</u>	<u>993,062</u>	<u>493,406</u>
Expenditures:					
Premiums	<u>1,098,200</u>	<u>615,933</u>	<u>482,267</u>	<u>1,873,749</u>	<u>312,336</u>
Revenues over (under) expenditures	<u>\$ -</u>	<u>(335,291)</u>	<u>\$ (335,291)</u>	<u>(880,687)</u>	<u>181,070</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>\$ 642,633</u>		<u>\$ 977,924</u>	<u>\$ 2,039,681</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 OCTOBER 31, 2018 AND THE YEAR ENDED JUNE 30, 2018
 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR**

	<u>Budget</u>	<u>October 31, 2018</u>	<u>Variance Positive (Negative)</u>	<u>June 30, 2018</u>	<u>October 31, 2017</u>
Revenues:					
Charges for services-health premiums	\$ -	\$ -	\$ -	\$ 12,453,652	\$ 4,074,163
Investment earnings	-	9,712	9,712	19,197	4,549
Total revenues	-	9,712	9,712	12,472,849	4,078,712
Expenditures:					
Administration fees	-	5,223	(5,223)	1,461,130	576,157
Premiums	660,712	13,667	647,045	10,181,849	2,359,757
Total expenditures	660,712	18,890	641,822	11,642,979	2,935,914
Revenues over (under) expenditures	(660,712)	(9,178)	651,534	829,870	1,142,798
Other financing sources (uses):					
Appropriated net position	660,712	-	(660,712)	-	-
Increase (decrease) in net position	<u>\$ -</u>	<u>(9,178)</u>	<u>\$ (9,178)</u>	829,870	1,142,798
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>\$ 3,542,765</u>		<u>\$ 3,551,943</u>	<u>\$ 3,864,871</u>

Cash and Investments

A Summary of Cash and Investments is presented on the Brunswick County Government website as of October 31, 2018. It reports that the County had \$174.9 million of unrestricted cash and investments in all funds including those accruing for outside agencies that the county performs collections plus \$52.2 million of capital project restricted cash from debt proceeds. All cash and investments are earning an average yield of 1.16%.

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

	Purchase Date	Maturity Date	Book Value	Total Book Value	% of Portfolio	Yield
Unrestricted Cash and Investments						
Checking & Petty Cash						
Petty Cash			\$ 6,000			0.00%
BB&T			44,008,647			0.00%
Total Checking & Petty Cash				\$ 44,014,647	19%	
Money Markets / Savings						
BB&T Money Rate Savings			48,742,203			0.50%
First Bank Preferred Savings			10,383,069			0.05%
SunTrust Money Market			5,018,732			0.04%
Total Money Markets / Savings				\$ 64,144,005	28%	
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				\$ 53,300,894	23%	2.03%
NC Capital Management Trust - Term Portfolio				\$ 3,362,523	1%	2.16%
Total Unrestricted Cash and Investments				\$ 174,949,655		
Restricted Cash and Investments						
Bond Proceeds & Debt Reserve Fund						
NC Capital Management Trust-Government Portfolio			\$ 50,396,248		22%	2.03%
PNC Bank Money Market			169,872		0%	1.11%
BB&T General Fund Restricted						
Restricted for Revaluation			214,566		0%	0.00%
Restricted for Holden Beach Debt			1,448,520		1%	0.00%
Total Restricted Cash and Investments				\$ 52,229,207		
Grand Total All Cash and Investments				\$ 227,178,862	100%	1.16%

Cash Balances:

General Fund	\$ 73,284,930
County Capital Reserve Fund	21,690,112
School Capital Projects Fund	10,545,634
Water Fund	29,684,824
Water Capital Reserve Fund	4,147,247
Wastewater Fund	21,403,279
Wastewater Capital Reserve Fund	2,927,753

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				
Dec	338,695	300,926	391,210	46,595	203,220				
Jan	312,188	376,046	381,705	305,760	189,817				
Feb	355,871	347,468	301,199	427,181	337,199				
Mar	570,368	324,430	362,693	370,146	378,028				
Apr	283,020	247,162	278,448	296,216	307,480				
May	83,586	322,131	248,619	260,659	218,586				
June	241,223	235,646	207,251	490,189	257,695				
Total	5,183,642	4,406,880	4,406,880	3,504,916	3,552,078	2,300,000	1,344,233		58%

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				
Dec	31,604,019	26,197,571	33,684,730	24,416,021	20,728,131				
Jan	19,539,928	23,411,002	15,517,607	23,377,586	26,045,100				
Feb	1,983,679	1,880,768	1,937,509	2,086,134	2,100,604				
Mar	1,484,285	931,336	811,691	957,399	928,997				
Apr	707,868	633,707	496,119	466,309	533,520				
May	634,497	363,995	326,905	341,102	588,170				
June	378,750	502,170	278,132	560,206	396,426				
Total	100,563,372	102,486,610	104,456,823	108,474,174	112,539,242	115,132,801	36,615,523		32%

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				
Dec	675,575	369,797	383,693	471,246	499,198				
Jan	438,622	390,589	452,656	464,226	501,030				
Feb	419,377	387,576	477,267	523,460	557,142				
Mar	445,421	348,382	465,452	485,610	572,728				
Apr	428,462	476,849	560,194	654,797	631,825				
May	440,145	472,594	575,935	550,623	624,293				
June	964,880	912,555	1,117,769	1,223,355	1,286,771				
Total	5,932,325	5,118,117	6,030,941	6,721,343	7,024,669	6,547,500	1,843,658		28%

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

ARTICLE 39 SALES TAX REVENUE 1% (POINT OF DELIVERY) (100000-323100)									
Month	ACTUAL 2013-14	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ANNUAL BUDGET 2018-19	ACTUAL 2018-19	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	864,797	927,776	969,548	986,394	1,049,718		1,252,130	19%	
Aug	978,703	1,090,562	1,093,465	1,224,865	1,289,737		1,329,792	3%	
Sept	845,474	877,367	938,050	952,042	978,445				
Oct	634,429	654,852	596,241	752,088	864,937				
Nov	489,457	628,065	604,948	635,873	767,798				
Dec	493,127	549,081	561,448	626,293	698,356				
Jan	282,246	527,514	585,079	436,031	558,342				
Feb	455,363	484,029	497,550	613,865	613,581				
Mar	478,740	377,571	603,870	588,222	547,868				
Apr	650,547	668,922	742,268	815,552	800,559				
May	667,921	708,546	756,471	837,814	794,102				
June	701,324	759,421	778,076	833,600	910,785				
Total	7,542,128	8,253,706	8,727,014	9,302,639	9,874,229	10,279,739	2,581,922		25%
ARTICLE 40 SALES TAX REVENUE 1/2% (PER CAPITA) 30% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE (100000-323201,323202)									
Month	ACTUAL 2013-14	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ANNUAL BUDGET 2018-19	ACTUAL 2018-19	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	481,169	539,117	564,929	594,375	631,075		703,995	12%	
Aug	441,069	481,408	541,745	517,985	596,047		601,502	1%	
Sept	433,388	496,279	502,456	577,305	597,606				
Oct	437,655	469,753	514,691	551,928	614,008				
Nov	371,215	494,179	481,606	544,444	562,350				
Dec	450,740	479,879	509,491	583,254	636,108				
Jan	503,442	583,174	619,735	667,322	699,734				
Feb	373,047	447,406	444,943	477,316	527,845				
Mar	414,833	434,593	466,949	512,277	512,954				
Apr	454,513	457,599	564,837	625,842	658,044				
May	424,744	488,986	560,378	588,735	607,640				
June	488,672	526,413	547,458	550,848	660,846				
Total	5,274,487	5,898,786	6,319,219	6,791,631	7,304,257	7,447,570	1,305,497		18%
ARTICLE 42 SALES TAX REVENUE 1/2% (POINT OF DELIVERY) (APPROXIMATELY 60% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE) (100000-323301, 323302)									
Month	ACTUAL 2013-14	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ANNUAL BUDGET 2018-19	ACTUAL 2018-19	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	537,381	581,833	609,693	631,292	673,530		789,002	17%	
Aug	571,290	634,883	657,139	711,398	766,949		788,633	3%	
Sept	513,379	547,394	576,690	610,962	631,968				
Oct	419,073	441,243	430,066	514,766	588,455				
Nov	333,777	436,317	423,295	464,016	527,365				
Dec	361,268	397,148	412,136	471,285	522,056				
Jan	285,268	420,617	459,158	415,344	482,885				
Feb	319,156	356,907	363,409	430,959	448,839				
Mar	342,823	305,250	417,515	430,745	414,149				
Apr	431,872	442,236	512,728	569,042	575,072				
May	430,202	469,765	515,232	566,462	554,566				
June	464,929	504,945	519,548	551,091	622,799				
Total	5,010,418	5,538,538	5,896,609	6,367,362	6,808,632	7,026,814	1,577,635		22%

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				
Dec	291,933	315,884	357,715	358,875	401,470				
Jan	280,966	287,734	289,804	326,617	330,727				
Feb	305,950	295,333	318,297	322,884	424,539				
Mar	297,023	280,290	307,249	318,405	338,275				
Apr	269,782	293,877	302,211	317,943	323,228				
May	337,877	341,737	379,472	407,205	404,362				
June	446,465	396,615	448,286	481,962	458,544				
Total	4,387,937	4,332,447	4,682,610	4,957,731	5,094,958	5,250,000	2,007,765		38%

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				
Dec	91,803	111,853	92,834	79,215	194,433				
Jan	29,503	31,659	30,866	53,423	75,964				
Feb	19,242	10,667	17,443	17,281	42,193				
Mar	13,548	8,336	10,977	23,304	26,984				
Apr	10,547	12,325	20,209	33,613	25,042				
May	43,131	47,160	91,362	111,147	80,405				
June	239,965	99,971	255,276	294,456	171,484				
Total	1,501,897	1,445,433	1,908,962	2,164,010	2,103,414	2,000,000	1,149,220		57%

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				
Dec	260,217	298,588	278,846	329,525	415,210				
Jan	242,557	308,352	271,780	271,848	461,637				
Feb	297,924	240,348	243,372	293,671	254,055				
Mar	256,865	291,032	258,696	257,119	297,083				
Apr	264,528	253,284	298,786	315,449	374,571				
May	303,736	330,963	347,571	381,741	399,036				
June	567,502	373,695	423,069	723,529	625,328				
Total	4,648,887	4,701,123	4,783,570	5,162,541	5,556,710	5,800,000	2,412,298		42%

**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				
Dec	188,651	220,541	126,460	140,427	181,314				
Jan	200,044	221,210	199,431	156,917	209,780				
Feb	232,927	148,278	177,624	144,230	145,744				
Mar	193,946	192,828	194,456	163,680	162,151				
Apr	206,743	169,595	179,557	153,967	200,376				
May	216,485	172,665	173,827	125,676	182,242				
June	211,501	141,691	173,052	126,581	250,422				
Total	2,633,410	2,493,355	2,189,109	1,854,124	2,395,583	1,900,000	783,696		41%

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				
Dec	395,498	443,726	464,316	477,375	495,252				
Jan	395,498	445,019	463,597	480,043	496,679				
Feb	399,527	445,701	465,506	481,021	498,450				
Mar	398,697	446,642	468,084	483,538	501,888				
Apr	399,271	448,227	469,366	482,955	500,982				
May	401,832	449,771	469,402	485,236	505,223				
June	413,286	498,348	490,097	506,112	522,511				
Total	4,771,529	5,345,667	5,557,289	5,771,605	5,976,343	6,050,000	2,033,191		34%

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				
Dec	28,621	56,457	50,315	59,843	54,196				
Jan	25,201	53,973	68,391	63,308	74,470				
Feb	34,179	55,395	58,684	88,268	65,659				
Mar	38,347	62,467	61,178	89,333	143,953				
Apr	39,113	66,169	88,286	76,900	79,001				
May	41,012	87,408	62,668	86,057	97,222				
June	42,744	57,354	89,289	88,308	88,973				
Total	431,742	715,903	826,853	912,743	1,064,000	799,000	326,670		41%

**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				
Dec	59,986	71,145	67,996	49,323	40,491				
Jan	46,944	77,802	68,194	53,168	70,156				
Feb	61,353	78,674	83,303	80,368	43,033				
Mar	83,280	75,081	55,590	83,957	142,979				
Apr	56,385	86,006	103,546	191,678	78,156				
May	116,924	106,117	72,757	110,980	93,189				
June	71,878	65,310	131,407	89,349	111,500				
Total	837,859	880,218	1,126,735	1,109,276	1,108,107	688,000	457,295		66%

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				
Dec	19,097	28,184	22,399	25,429	23,427				
Jan	19,156	28,812	28,002	25,978	28,493				
Feb	20,860	30,550	25,571	35,550	24,480				
Mar	26,789	23,460	21,952	36,122	53,897				
Apr	24,074	24,169	34,849	28,496	33,669				
May	31,109	35,214	21,459	30,911	35,926				
June	28,029	27,254	48,349	29,625	40,209				
Total	274,866	331,619	358,629	362,263	445,181	232,000	150,239		65%

**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				
Dec	605,584	649,668	724,587	753,597	801,946				
Jan	600,756	648,827	700,776	739,484	778,549				
Feb	617,577	651,892	705,035	740,280	835,392				
Mar	623,293	640,679	712,260	747,301	776,766				
Apr	612,980	652,947	708,854	744,239	786,370				
May	642,475	678,940	737,235	765,249	826,002				
June	762,420	709,781	868,150	834,436	905,605				
Total	7,627,716	8,103,496	8,836,132	9,336,805	9,890,851	9,800,000	3,528,961		36%

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				
Dec	60,166	69,000	80,000	109,000	84,000				
Jan	96,000	84,000	108,400	117,775	113,840				
Feb	157,000	172,000	119,375	164,450	97,250				
Mar	84,000	80,000	100,000	103,050	276,486				
Apr	112,000	88,000	134,320	104,000	168,614				
May	132,000	126,990	69,000	110,545	140,000				
June	77,000	132,700	82,625	189,500	132,000				
Total	1,208,875	1,219,240	1,138,720	1,442,895	1,744,695	1,100,000	654,100		59%

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				
Dec	55,555	122,639	94,524	154,451	186,084				
Jan	105,889	153,833	172,304	196,396	218,124				
Feb	67,805	168,764	150,635	214,802	134,813				
Mar	112,512	115,639	139,552	233,802	411,900				
Apr	128,139	105,250	218,469	210,136	271,541				
May	134,384	201,306	246,595	205,427	313,000				
June	113,439	93,309	337,635	214,635	259,250				
Total	1,189,449	1,659,338	2,469,793	2,406,319	3,414,344	600,000	1,129,246		188%

**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				
Dec	17,855	38,881	31,511	47,819	52,692				
Jan	25,410	51,281	54,659	67,463	68,707				
Feb	19,601	56,259	44,213	68,932	49,027				
Mar	36,729	33,217	44,521	77,931	133,296				
Apr	36,827	30,753	70,828	61,376	83,511				
May	41,109	63,105	49,882	61,474	98,665				
June	31,815	35,773	109,443	68,211	78,581				
Total	362,264	554,814	732,212	767,455	1,044,056	200,000	365,277		183%

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		
Nov	35,455	36,524	38,133	39,338	40,758		
Dec	35,500	36,607	38,209	39,466	40,908		
Jan	35,545	36,679	38,318	39,573	40,982		
Feb	35,615	36,737	38,415	39,690	41,094		
Mar	35,663	36,828	38,448	39,736	41,248		
Apr	35,819	36,910	38,587	39,894	41,365		
May	35,902	37,046	38,704	39,998	41,402		
June	36,028	37,112	38,760	40,101	41,557		
Average	35,520	36,639	38,072	39,511	40,913	41,809	339

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		
Nov	13,108	14,143	15,269	16,070	17,026		
Dec	13,234	14,192	15,357	16,157	17,193		
Jan	13,364	14,237	15,382	16,235	17,241		
Feb	13,470	14,325	15,460	16,295	17,300		
Mar	13,544	14,378	15,498	16,371	17,471		
Apr	13,608	14,450	15,593	16,506	17,549		
May	13,743	14,468	15,651	16,537	17,675		
June	13,841	14,514	15,847	16,579	17,719		
Average	13,194	14,225	15,220	16,204	17,213	17,932	292



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # IX. - 4.

From: Health and Human Services - Social Services - Ratify Manager's
David Stanley, HHS Executive Director Application to Golden Leaf Grant for Hurricane Florence Recovery

Issue/Action Requested:

Request that the Board of Commissioners ratify the submittal of an application to the Golden Leaf Foundation for a grant in the amount of \$200,000 to support Hurricane Florence relief efforts.

Background/Purpose of Request:

Brunswick County is making application by and for itself to the Golden Leaf Foundation on behalf of its citizens for a grant under the foundation's N.C. Hurricane Florence Relief Fund. Any funding received will be used to help Brunswick County citizens who have been detrimentally impacted by the storm.

If grant monies are received, Brunswick County DSS staff will work with citizens on a one-on-one basis to determine eligibility and need. A grant of \$200,000.00 would allow for the County to assist in providing up to \$5,000.00 in assistance to address housing and or vehicle repair/replacement. These funds would be separate from, and in no way a duplication of, any approved funding provided to these residents by their insurance carriers, FEMA or any other federal program.

Additional summary information about the fund is attached herein.

Staff recommends ratification of the application.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

ATTACHMENTS:

Description

- Summary Info - Florence Relief Fund from Golden Leaf



The N.C. Disaster Relief fund was established by Governor Hunt following Hurricane Floyd in 1999. Governor Cooper has reactivated this fund as a result of Hurricane Florence. Governor Cooper has asked Golden LEAF to manage distribution of these funds to eligible projects in the disaster affected communities. Golden LEAF is not responsible for accepting contributions. For information on how to contribute, please visit: <https://governor.nc.gov/donate-florence-recovery>.

Eligible Entities

Grant funds may only be awarded to units of local government or 501(c)(3) nonprofit tax-exempt organizations. Applications from nonprofit organizations with experience in disaster relief and recovery will receive priority.

Eligible Projects

Projects that provide direct relief or recovery for survivors of Hurricane Florence eligible under [G.S. 166A-19.41](#) including:

Provision of temporary housing and rental assistance
Provision of food, water, ice, and other emergency supplies
Replacement of personal property (including clothing, tools, and equipment)
Repair or replacement of homes
Medical or dental expenses
Funeral or burial expenses resulting from the emergency

Projects must be located in a county under the federal disaster declaration. A full list of these counties is available [here](#).

Priorities

It is the intent of the N.C. Relief Fund to avoid duplication of federal assistance, therefore grant funds may not be awarded for costs that have been approved to receive funds through FEMA or other federal programs. Funds are intended for survivors who have immediate needs but cannot get assistance from other sources, including government programs, cannot wait until they receive other assistance or have losses that are not covered by insurance.

How to Apply

Eligible entities may complete the online application by [clicking here](#).

If you have already started an application, you can access it by [clicking here](#).

NOTE: If you have already started an application, the CERTIFICATION & SIGNATURE FORM can be downloaded by [clicking here](#).

IMPORTANT: ONLY 501(c)(3) tax-exempt nonprofit organization and units of local government are eligible to apply. Individuals are encouraged to call 2-1-1 for assistance. You will receive a response indicating that your application has been received. If you do not, please contact Golden LEAF by telephone at 888-684-8404.

Grant Application Review and Notification

Applications will be accepted until all available funds have been awarded. The Board will decide whether or not to fund the project, request more information, or take other action on a rolling basis. Communications regarding the application and the Board's action will be sent to the Project Director on the application form.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # IX. - 5.

From:

Elizabeth Bynum

Sheriff's Office - Detention Center Latent Station Upgrade

Issue/Action Requested:

Request that the Board of Commissioners accept and approve appropriation of \$31,275 for a Latent Station Upgrade in the Detention Center.

Background/Purpose of Request:

Request that the Board of Commissioners accept and approve appropriation of county funds to cover the cost of a Latent Station Upgrade in the Detention Center for \$31,275. The North Carolina Department of Justice/Department of Public Safety has decided to change their AFIS system, so all Latent Station end users must update their systems as well. This upgrade was an unexpected one, and therefore, not budgeted. This Latent Station is used by not only the Sheriff's Office but any law enforcement agency that the Brunswick County Detention Center services.

Fiscal Impact:

Budget Amendment Required, Reviewed By Director of Fiscal Operations

Budget amendment appropriates jails fees of \$31,275 for the Latent Station Upgrade.

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Any associated contract will need to be reviewed prior to execution.

ATTACHMENTS:

Description

- ☐ Latent Station Upgrade Information
- ☐ 20181203 Budget Amendment Latent Station Upgrade



JOHN W. INGRAM, V
SHERIFF

Office of the Sheriff

BRUNSWICK COUNTY, NORTH CAROLINA

BOLIVIA 910-253-2777

NC 800-672-6379

FAX 910-253-2705

Latent Station Upgrade

The North Carolina Department of Justice/ Department of Public Safety (NC DPS) is upgrading its AFIS system to the IDEMIA MorphoBIS. In order to maintain interoperability with the NC DPS AFIS system, all Latent Station end users including the Brunswick County Sheriff's Office will be required to purchase upgraded Latent Stations from IDEMIA. The Latent Station is used by the Brunswick County Sheriff's Office to compare latent prints and submit latent prints to AFIS for suspect identification.

The system upgrade is not covered under the existing service contract with IDEMIA. The upgrade includes new software licenses, a latent camera assembly, flatbed scanner, installation, and training. The pricing for this upgrade is \$29,950.00. Additionally, the fingerprint card printer associates with the Latent Station would no longer be supported by the new software and would be required to be upgraded at a cost of \$1,325.00. The total costs associated with the upgrade are **\$31,275.00**.

Request Info	
Type	Budget Amendment
Description	Latent Station Upgrade
Justification	Board Meeting 12/3/2018-Appropriate \$31,275 of miscellaneous revenues to the Detention Center for upgrade of the Latent Station Upgrade.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104320	383962	Detention Center	Misc Jail Fees	31275	Increase	Credit
104320	426010	Detention Center	Computer Software	29950	Increase	Debit
104320	426200	Detention Center	Operating Equip \$500 - \$4 999	1325	Increase	Debit

Total	
Grand Total:	62550



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # IX. - 6.

From:
Elizabeth Bynum

Sheriff's Office - Detention Center and Offices Security System
Camera

Issue/Action Requested:

Request that the Board of Commissioners accept and approve contract with NC Sound to initiate security camera project in the Brunswick County Sheriff's Office Detention Center and Offices in the amount of \$494,755.

Background/Purpose of Request:

Request that the Board of Commissioners accept and approve contract with NC Sound to initiate capital project in the Brunswick County Sheriff's Office Detention Center in the amount of \$494,755. Through a formal RFQ process, several vendors provided qualifications for said project. Approximated costs for the project ranged from \$475,000 to \$800,000, and while one estimate was a lower, it was not the most responsible and responsive quote because it relied on a single person for primary support, that person is no longer employed by the vendor, and they have no other projects of similar scope. Currently, this fiscal year's budget is prepared to cover \$350,000 of the total, with a two-year contract signed by the vendor. Therefore, the next fiscal year would require an additional \$145,000 to complete the project.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Current year funds available in the current budget of \$350,000 and the 2nd year funding for the remaining amount of \$145,000 will be included in the manager's recommended budget for FYE 2020.

Approved By County Attorney:

Yes

County Attorney's Recommendation:

ATTACHMENTS:

Description

- ☐ NC Sound -- Proposal
- ☐ 20181203 Attach North Carolina Sound - Services Agreement (non-FEMA) - Jail Camera System

EXHIBIT "A"



North Carolina Sound of Goldsboro, LLC
5413 US Hwy 117N
Pikeville, NC 27863
Phone: 919-709-4040
Fax: 919-709-4044

Prepared especially for
Brunswick County Sheriff's Office

On Monday, October 8, 2018

Prepared by Gary L. Hinton

ghinton@ncsound.org

(919) 709-4040 x 101

Proposal: 15258
Created: 7/23/2018
Printed: 10/8/2018

Quantity	Description	
Network Video Servers		
Recorders		
3	Preloaded Network Video Recorder Tower Server 72TB Storage	
Network Video Servers Subtotal		\$56,541.42
IP Cameras and Brackets		
IP Cameras and Brackets		
97	Panasonic Outdoor 1080p Vandal Resistant Dome Camera	
65	iA H.265 360-degree 9MP Vandal Resistant Outdoor Dome Camera	
13	9mp Indoor Dome Camera, Non Vandal	
4	H.265 Outdoor Vandal Camera 5MP IR LED	
2	Outdoor 4K Vandal Fixed Network Camera with IR LED	
13	Wall Mount & Shroud for Outdoor Vandal Dome Cameras Silver	
17	Outdoor Wall mount bracket for WV-CW	
8	Outdoor Pole Mount Adapter Grey	
IP Cameras and Brackets Subtotal		\$166,234.55
Camera Cat 6 Connectivity and Pathways		
Camera Cat 6 Connectivity and Pathways		
181	Quickport 1 Port Surface-Mount Housing (White)	
181	extreme 6+ component-rated connector-Blue	
181	Purple 7 ft CAT 6 Non Booted patch cable	
41,000	LANmark-6™ Plenum 4-Pair UTP Cable, Blue	
400	J HOOK 3/4"	
500	J HOOK 2" Flat for Wall Mount	
70	J HOOK 4" Flat for Wall Mount	
650	BEAM CLAMP 1/4" Light Weight	
3	ELECTRO GALV FLEXTRAY	
5	FLEXTRAY 12" CENTER TRAPEZE HANGER	
4	SPLICE KIT 4"-6" D 8" & 12" W	
1	Misc Conduit Raceway	
Camera Cat 6 Connectivity and Pathways Subtotal		\$32,094.98
Racks, Reboxes and Hardware		
Racks, Reboxes and Hardware		
2	2 POST RACK	
3	CABINET REM EQUIP 4 HUB 32 H GY	
15	Horizontal Front & Rear Duct, 2 RU	
3	Vertical Front and Rear Cable Management 5" channel 40" long	
2	BUTT-SPLICE CLAMP KIT, 1 1/2" RUNWAY HEIGHT, SINGLE STRINGER, BLACK ZINC	
3	18 inch tubular stringer 10 foot	
2	90 Deg. Junction Splice Clamp Kit, 1 1/2 Runway Height, Black Zinc	

- 10 Black J Bolt Kit
- 2 Runway Wall Angle Support Kit, 18" Runway Width Flat Black
- 1 Triangular Runway Wall Support Kit, 18" Runway Height Flat Black
- 2 Relay Rack Runway Support 18"
- 1 extreme 6+ Universal Patch Panel, 110 Style, w/ cable mgmt bar (24 port)
- 8 extreme 6+ Universal Patch Panel, 110 Style, w/ cable mgmt bar (48 port)
- 181 Purple 7 ft CAT 6 Non Booted patch cable
- 1 Grounding Materials

Racks, Reboxes and Hardware Subtotal	\$10,050.01
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Power and Battery Back Up

Power and Battery Back Up

- 8 1500VA/900W UPS AVR RM/T (Rack-Mount)
- 9 15 A relocatable AC power strip 12 single outlets 32L 12 ft cd

Power and Battery Back Up Subtotal	\$5,069.53
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Fiber Backbone and Terminations

Fiber Backbone and Terminations

- 180 Single Mode Unicam LC Connector
- 15 12 Port Insert Panel LC to LC
- 4 PRETIUM 2U RK MNT ENCL
- 2 PRETIUM 4U RK MNT ENCL
- 3 WALL MOUNTED FIBER ENCLOSURE
- 9 MOS Inserts for Surface Mount 2-Port QuickPort Adapter, Flush (1 unit high)
- 18 LC to LC Duplex Keystone insert Singlemode
- 2,000 OS2 SM 12 STRAND ARMORD FIBER PLENUM
- 1 New Bore for Fiber

Fiber Backbone and Terminations	\$33,966.10
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Labor Cost

Labor Cost

- 915.00 Senior Technician
- 915.00 Technician Labor

Labor Cost Subtotal	\$86,925.00
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Viewing Stations

Viewing Stations

- 7 Small Form Factor PC's for Wonderware
- 12 Small form Factor PC's for Flexible Viewing Monitors
- 9 24" HD 1080p LED Metal Monitor
- 1 32" HD 1080p LED metal monitor, DVI/VGA/HDMI/BNC
- 10 4K LED Monitor
- 12 30-60" TV MEDIUM TILT MOUNT

9 6 foot HDMI cable

12 25' HDMI Cables

1 65" 4K Monitor

Viewing Station Subtotal	\$53,272.62
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Network Switches and Wonderware Integration

1 Misc. Material Cost

1 Wonderware Integration

Network Switches and Wonderware Integration Subtotal	\$50,600.00
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Your Price:	\$494,754.21
Sales Tax	\$27,528.47
SubTotal:	\$522,282.68
 Total:	 \$522,282.68

Prices are firm until 9/21/2018

Terms: Net 30

Quoted by: Gary L. Hinton, ghinton@ncsound.org

Date: 7/23/2018

Accepted by: _____

Date: _____

General Information

General installation hours for NCS are 7:00am-5:30pm Monday- Friday. We will schedule all work through the owner's designated contact. NCS Employees will maintain a clean work site at all times. NCS Employees will notify your staff upon arrival and departure. Complete system training will be provided to your staff with any necessary documentation. Free Phone support provided on specific system issues that allow simple troubleshooting and help desk type resolutions.

Warranty Information

NCS installations have a 1 Year Parts and Labor Warranty. This warranty covers the installed system against defects in material and workmanship for a period of 1 year from the date of acceptance from the owner. This warranty does not include damage related to fire, flood/water damage, lightning damage, power surges, or other acts of nature. Also not covered is deliberate or accidental physical abuse of the equipment. NCS offers various annual maintenance agreements on select systems. Inquire at sales@ncsound.org or visit us at www.ncsound.org

Service Information

NCS provides full service on all of the systems we install as well as equipment provided and installed by others. Normal service times are 7:00am-5:30pm Monday - Friday. Standard service rates will apply, including one way travel to your facility. Request for service can be made by submitting a form on our website www.ncsound.org, sending an email to service@ncsound.org, or calling our office at 919-709-4040. In an emergency please contact 919-222-5373.

Approved Proposals

Approved Proposals may be emailed to sales@ncsound.org or faxed to 919-709-4044.

Proprietary Information/Non Disclosure

This proposal, and any proposed designs, plans and specifications which have been or may have been provided by NCS that are related to the project related to this quotation (a) are proprietary to NCS, (b) may not be used or copied for any purpose than your evaluation of this quotation and any work performed by NCS following your acceptance of this quotation.

Scope of Work for Brunswick County Sheriff's Office Camera System Upgrades

Provide and install new IP Video Surveillance System for the Brunswick County Sheriff's Office to Include Detention Center, Sheriff's Office, 911 Center, Building O, and Building M.

FIBER BACKBONE-This cost includes all new single mode fiber backbone between all associated buildings and the new IDF locations within the Detention Center. The new IP camera system will be on a new standalone network dedicated to the new cameras and associated equipment to be installed.

NETWORK CLOSETS-NCS has included all new racks, enclosures, network switches and fiber SFP's to support the MDF and 7 IDF locations. Locations of these (8) network closets are listed below. All new equipment will be connected to battery backups supplied and installed under this contract.

- MDF-Located in Detention Center Mezzanine on second floor of Female Block
- Detention Center IDF's- North Control, South Control, and Storage Room
- Other IDF's- Building O, Building M, 911 Center and Sheriff's Office

NVR's-New System will have three dedicated Network Video Servers that will balance the load of the new cameras and display equipment to be installed. These recorders will all be the same model and will include 72tb of storage in each for a total storage capacity of 216tb.

IP CAMERAS-System will include (181) new IP network cameras receiving a variety of camera types including Interior Vandal Domes, Interior Vandal 360's, Exterior 360's, Exterior Dome Cameras mounted on buildings and Poles, and 4 K Tower cameras. All Cameras include any associated mounting brackets and hardware needed for installation. A drawing of all camera locations has been provided.

CAMERA CABLE-No Existing camera cables will be reused. New system will have all new Category 6 network cable run to each camera location and will be terminated on patch panels provided in new network racks or enclosures. Cable will be properly supported to industry standards and concealed with raceway in areas that could be compromised by inmates. Any new raceway and supports for cable have been included in project.

VIEWING STATIONS- A total of (14) viewing locations with a total of (21) monitors are included in this project. These locations will allow for single or multi camera views of any camera in the system. These viewing stations are located as follows: South, North (2), Isolation, Booking, Releasing, Female, Sheriff Lobby, Process Room, Building M, Sheriff's Office, Chief's Office and IT Office. These locations provide a variety of monitors ranging from 24"-65" depending on location and purpose. A riser of these locations has been provided.

North Carolina Sound of Goldsboro, LLC
www.ncsound.org

INSTALLATION AND DEMO-This is a turn key project that includes all associated labor to install, set up, commission the system and provide owner training. We have also included the cost for demo of the old cameras, cable and equipment as we transition to the new cameras.

WONERWARE INTEGRATION-NCS has allocated 20k for the interface with SW Communications and Wonderware System based on conversations with all parties. This will require the owner being involved with coordination between NCS and SW Communications to help facilitate and test this integration.

ACCESS TO FACILITY-Owner will provide access for work during normal business hours and provide escorts to allow for work in secure areas to take place. NCS will also need space allocated for delivering a storage container to allow for materials to be delivered and stored on site.

Non-appropriation- In the event of a non-appropriation, NC Sound does not offer or warranty any level of system functionality and all work would cease. Pending the length of delay caused by this, NC Sound will reserve the right to reprice the remaining scope of work, as we cannot guarantee pricing for an unknown period of time.

NORTH CAROLINA

SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS SERVICES AGREEMENT (hereinafter referred to as the “**AGREEMENT**”) is made and entered into this the ____ day of October, 2018, by and between **BRUNSWICK COUNTY**, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “**COUNTY**”), party of the first part and **NORTH CAROLINA SOUND OF GOLDSBORO, LLC**, (hereinafter referred to as “**PROVIDER**”), party of the second part.

WITNESSETH:

1. SERVICES; FEES

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

See Exhibit “A”

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

2. TERM OF AGREEMENT AND TERMINATION

The term of this **AGREEMENT** begins upon execution of the **AGREEMENT** and continues in effect until [REDACTED], 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 **PROVIDER**. As soon as practicable after receipt of a written notice of termination without cause, **PROVIDER** shall submit a statement to **COUNTY** showing in detail the work 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 fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) 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**. The payment for fiscal year 2018-2019 is limited to \$350,000. Any remaining amount due will be paid in fiscal year 2019-2020. 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

- a. **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;
- b. **PROVIDER** has all requisite corporate power and authority to execute, deliver and perform its obligations under this **AGREEMENT**;
- c. 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**;
- d. In connection with **PROVIDER'S** obligations under this **AGREEMENT**, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. **PROVIDER** shall not violate any agreement with any third party by entering into or performing the **SERVICES** under this **AGREEMENT**;
- f. **PROVIDER** will perform all **SERVICES** in conformity with the specifications and requirements of this **AGREEMENT**;
- g. 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);
- h. **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**;
- i. **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
- j. **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. 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.

8. 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.

9. NON-EXCLUSIVITY

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

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. DEBARMENT

PROVIDER hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this **AGREEMENT** by any governmental department or agency. **PROVIDER** must notify **COUNTY** within thirty (30) days if debarred by any governmental entity during this **AGREEMENT**.

12. 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**.

13. 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.

14. 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.

15. REMEDIES

- a. **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**.
- b. **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.
- c. **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**.
- d. **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.
- e. **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.

16. 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.

17. 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.

18. NON-DISCRIMINATION IN EMPLOYMENT

PROVIDER shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. **PROVIDER** shall take affirmative action to ensure that applicants are employed

and that employees are treated fairly during employment. In the event **PROVIDER** is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this **AGREEMENT** may be cancelled, terminated or suspended in whole or in part by **COUNTY**, and **PROVIDER** may be declared ineligible for further **COUNTY** agreements.

19. 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.

20. 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:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

- d. 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;
- e. disclosed with the prior written consent of the Discloser; or
- f. 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.

21. 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**.

22. 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.

23. 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.

24. 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.

25. 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**.

26. 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.

27. 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.

28. 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.

29. 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.

30. AMENDMENTS

No amendments or changes to this **AGREEMENT**, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both **PROVIDER** and **COUNTY**.

31. NOTICES

- a. **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.

- b. **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.
- c. **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: Mr. Gary Hinton, Managing Member
5413 Highway 117 N
Pikeville, NC 27863
Fax: 919-709-4044

[SIGNATURES APPEAR ON FOLLOWING PAGE]

32. 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: _____

NORTH CAROLINA SOUND OF GOLDSBORO, LLC

By: _____

Title: _____

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



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # IX. - 7.

From:

Elizabeth Bynum

Sheriff's Office - ATMC Grant Award for D.A.R.E. Program

Issue/Action Requested:

Request that the Board of Commissioners accept and approve a grant award in the amount of \$2,500 from ATMC to assist with the D.A.R.E. program.

Background/Purpose of Request:

Request that the Board of Commissioners accept and approve a grant award in the amount of \$2,500 from ATMC to assist with the D.A.R.E. program. The funds will be used to purchase supplies to support the Sheriff's Office deputies who work within the D.A.R.E. program with Brunswick County Schools.

Fiscal Impact:

Budget Amendment Required, Reviewed By Director of Fiscal Operations

Budget amendment appropriates \$2,500 in restricted revenue for use in the D.A.R.E. Program

Approved By County Attorney:

Yes

County Attorney's Recommendation:

ATTACHMENTS:

Description

- ☐ ATMC Grant Application
- ☐ D.A.R.E. Grant Award Letter
- ☐ ATMC Grant Funds Deposit Record
- ☐ 20181203 Budget Amendment ATMC Dare Grant



Smart Connections
Community Connections
2018 Grant Application

REQUIRED documentation:

1) 2018 grant application 2) ATMC Excel budget spreadsheet 3) completed W-9 form
All are available on the grants page of www.atmc.com. *Incomplete applications will be disqualified.*

School/Organization name: Brunswick County Schools / D.A.R.E.

Program _____

Address: 51 Benton Rd Supply NC

58462 _____

Contact number: 910-880-4872 _____ Alternate number: 910-754-7644 _____ FAX Number: _____

Administrator/Executive Director: FSGT Adam Stanley / SGT Chris

Barbour _____

Applicant(s) name(s): Deputy Jeremy Ferguson _____

Email address(es) jeremyferguson5106@gmail.com _____

Amount requested (maximum \$2,500): 2,500 _____ Target Age Group: 5-11 _____

Individuals impacted per year: 2000 _____

Name of Program: Drug Abuse Resistance Education _____

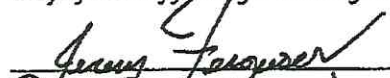
Project budget: Need amount of your request only, ATMC Excel budget spreadsheet required: _____

Have you received an ATMC grant in the past? ____ YES ____x____ NO

If so, what year(s)? _____

If ATMC awards partial funding for this request, will you proceed with the project? YES ____x____ NO _____

**Guidelines mandate full expenditure of funds within 12 months of receipt. Preliminary progress report and itemized receipt(s) due within 6 months of receipt. Funds not expended within 6 months require explanation and must be followed up by a progress report with itemized receipt(s) prior to end of the 12-month period. Failure to meet requirements may result in the forfeiture of funding. Please sign below to acknowledge that you understand these conditions of funding.*

 _____

Signature of applicant _____

1/6/18 _____

Date _____

01/06/18 _____

Date _____

Signature of administrator/executive director _____

Submit applications to: ATMC Human Resources Department / P.O. Box 3198 / Shallotte, NC 28459

Email: dvarbrough@atmc.com • PHONE: 910-755-1755 • FAX: 910-757-1866

Guidelines/Criteria

- Community Connections community grants must directly benefit residents in Brunswick County.
- Smart Connections education grants must directly benefit residents in Brunswick County or areas served by ATMC in Columbus County. Eligible schools in Columbus County are: Guideway Elementary School, Old Dock Elementary School, Nakina Middle School, and South Columbus High School.
- Maximum request is \$2,500.

- Funds are disbursed for single-use and must be expended within one year of receipt.
- Grants are open to nonprofit/educational organizations or educators in ATMC's service area or one in another county offering a program benefiting local residents. 100% of the funds must be used to benefit residents in ATMC's service area.
- An organization may apply once per 12-month period.

Exclusions

Religious organizations/activities; political organizations/activities; capital projects/campaigns; individuals; beauty pageants; scholarships; advertising; fraternal organizations; fundraising events; payments to individuals for services; endowments; and labor organizations. Grants will not be issued to groups/organizations that discriminate on the basis of race, color, creed, sex, age, disability, or status as a protected veteran.

Project Name: _____ D.A.R.E. _____

Project description (maximum 300 words):

_SEE ATTACHED.

The mission of the D.A.R.E. program is "Teaching students good decision-making skills to help them lead safe and healthy lives". In today's opiate epidemic it is imperative that we reach out to our youth and community to educate them on the harm these drugs are causing individuals as well as families. The D.A.R.E. program covers many topics from prescription medication, bullying, risk, effective listening, communication, being responsible and many other topics that help the children become all around better students as well as citizens.

In Brunswick County each Elementary school Resource Officer is D.A.R.E. instructor certified and teaches one or more grade levels a program designed for that age group. During each class review questions are asked and in the past we have given them a pencil or some kind of prize for their participation in class but due to budget cuts in the past couple years that has not been able to happen. The D.A.R.E. prizes aren't just a pencil or a sticker, they see D.A.R.E. every time they pick up that pencil or open a note book where that sticker was placed and it reminds them of how they should conduct themselves or how to say no to a situation that would get them hurt or in trouble. These students not only kept themselves healthy and drug free because of things they learned from this program but they spread the word to their family and friends and have changed others' lives for the good.

This grant would help all the Elementary kids in the county by keeping them more focused on discussions, more participation in class and as a reminder to them that we care about their health and their future. Thank you for your time and consideration.

ATMC Smart Connections & Community Connections Grants

BUDGET NARRATIVE - for requested amount only

School/Organization: D.A.R.E. / Brunswick County Schools

Educator's/Applicant's Name: DEPUTY JEREMY FERGUSON

Project Name: D.A.R.E.

Project Description: Educating students about the harmful effects of drug abuse and ways to say no to peer pressure



students/residents impacted by this grant: 2000 plus

**Grant funds may be used ONLY for materials and/or supplies and cannot be used for salaries, wages, advertising, operating expenses, general funds, religious organizations/activities, capital campaigns, individuals, beauty pageants, fundraising events, fraternal organizations, endowments, political organizations/activities and labor organizations

	Item Name	Quantity	Unit Cost	Set-up Charge	Shipping	Taxes	Other	Total Cost
Item #1	bookmark	3	40					120
Item #2	bumper stick	12	21					252
Item #3	button set	9	33					297
Item #4	essay winner	60	3.25					195
Item #5	12" ruler	10	37.5					375
Item #6	6" ruler	9	27					243
Item #7	pencils	15	27					405
Item #8	pencil sharpener	7	37.5					262.5
Item #9								0
Item #10								0
TOTAL		125	226.25	0	191.78	158.04	0	2149.5

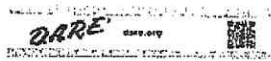
2499.32
After Shipping
& Tax

CALL TOLL FREE (888) 821-3273

Click the flag to visit our Canadian website  Cart 125[Log in](#) [Create account](#)

Shopping Cart

6" RULER

[Remove](#)

Price

\$27.00

Quantity

-

 9

+

Total

\$243.00



PENCIL SHARPENER

[Remove](#)

Price

\$37.50

Quantity

-

 7

+

Total

\$262.50

KEEPIN' IT REAL PENCIL

Remove



Price

Quantity

Total

\$27.00

 15

\$405.00

BLACK RULER

Remove



Price

Quantity

Total

\$37.50

 10

\$375.00

ESSAY WINNER MEDAL

Remove



Price

Quantity

Total

\$3.25

 60

\$195.00

**DARE BUTTON SET**

Remove

Price

Quantity

Total

\$33.00

 9

\$297.00

**DARE BUMPER STICKER**

Remove

Price

Quantity

Total

\$21.00

 12

\$252.00

**BOOKMARK**

Remove

Price

Quantity

Total

\$40.00

 3

\$120.00

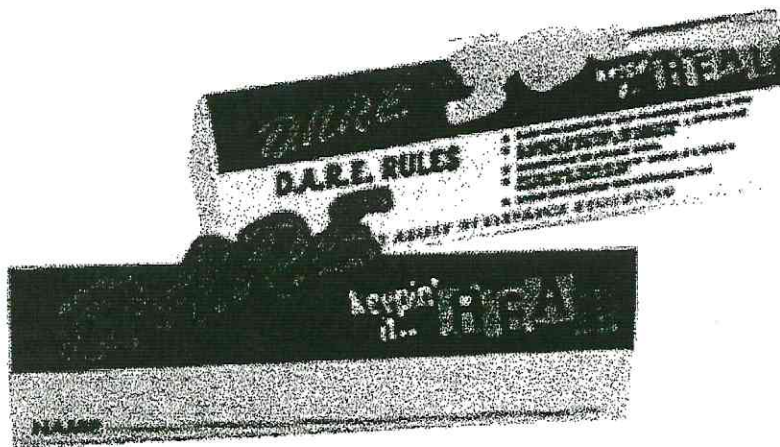
[Click Here to include required in-hands date, PO# or special instructions.](#)Subtotal **\$2,149.50***Shipping, taxes, and discounts will be calculated at checkout.*

[Check Out](#)

#ES12**6" Ruler**

- Sold in packs of 100
- White vinyl ruler
- Uses US Metrics of Centimeters and Inches

MORE FROM THIS COLLECTION

**KIR Pop Up Name Cards****\$21.00**

GL Transactions by Object Code within Department

GL Ledger Code GL
Fiscal Year: 2019

Dept. : 104310 Sheriff's Office
Object: 383900 Miscellaneous Revenues

<u>Post Date</u>	<u>Reference</u>	<u>Description</u>	<u>Check ID/No</u>	<u>SS</u>	<u>Misc</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
07/26/2018	CRE04797	C CREFT Task Force Reim	UC	CR		0.00	956.47	956.47
08/20/2018	CRE04816	C CREFT Misc Task Force	UC	CR		0.00	228.27	228.27
10/09/2018	CRE04847	C CREFT Range Facility Use	UC	CR		0.00	2,400.00	2,400.00
10/15/2018	SH119106	C CASH RECEIPT-TA Bank Depos	UC	CR		0.00	15.00	15.00
10/19/2018	SH119110	C CASH RECEIPT-TA Bank Depos	UC	CR		0.00	2,500.00	2,500.00
Object 383900 Total:						0.00	6,099.74	6,099.74
Dept. 104310 Total:						0.00	6,099.74	-6,099.74
Grand Total						0.00	6,099.74	-6,099.74

ATMC

Check 274026

Vendor : 150135, B.C.Sheriff's Dept.

Invoice number	Invoice date	Currency	Gross amount	Cash discount	Payment amount
----------------	--------------	----------	--------------	---------------	----------------

101018GRANT	10/10/2018	USD	2,500.00	0.00	2,500.00
6722100	External Relations				

CHECK ISSUED 10/12/2018 Total 2,500.00

104310 - 383900

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

ATMC
PO Box 3198
Shallotte, NC 28459-3198



274026

66-112/531

October 12 2018

\$ 2,500.00***

VOUCHER CHECK - NOT VALID SIX MONTHS AFTER DATE OF ISSUE

*** Two Thousand Five Hundred and 00/100

US Dollars

FOR

PAY TO THE
ORDER OF

B.C.Sheriff's Dept.
310 Government Center Drive
Bolivia, NC 28422



Michael K Holden

Kim Edwards

274026 0531011210005217671533



August 31, 2018

Deputy Jeremy Ferguson
BCS D.A.R.E. Program
51 Benton Rd
Supply, NC 28462

Dear Deputy Jeremy Ferguson,

Thank you for submitting your ATMC Smart Connections Grant application. I am pleased to say that your application was among those approved for funding in the amount of \$ 2500.

We invite you and your principal/administrator to attend a reception for our grant recipients on Wednesday, September 26, 2018 at 4:30 PM in the Public Assembly Room of ATMC's headquarters, located at 640 Whiteville Road in Shallotte. Be prepared to speak for a minute so about your program and how it will impact local students. We will need one person (preferably you) to be included in a group photo.

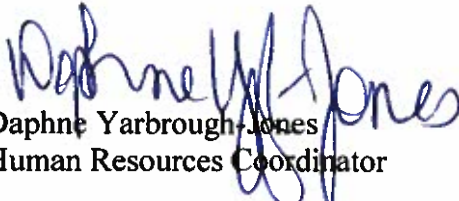
The reception agenda will be as follows:

4:30 PM	Welcome and presentation of checks
5:20 PM	Closing Remarks
5:25 PM	Dear Deputy Jeremy Ferguson, Group Photo

Refreshments will be provided. Please RSVP by Tuesday, September 18th to dyarbrough@atmc.com or by calling me at (910) 755-1755. Include the names of your guests and their titles (e.g., spouse, family member, principal, etc.).

Once again, congratulations on being selected as an ATMC Grant recipient. We look forward to this partnership and more importantly, to hearing great things about the success of your program. I am sure it will make a positive impact on the students and residents in our community. Keep up the great work.

With warm regards,


Daphne Yarbrough-Jones
Human Resources Coordinator

Key 90191

View Report

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BRUNSWICK COUNTY TAX DEPARTMENT

DEPOSIT FORM

Department: SHERIFF1**Check:** \$2,500.00**Cash:** \$665.00**Credit Card:** \$278.00**Total:** \$3,443.00**Deposit Key:** 90191**Received By:** Candis.black**Date:** 10/19/2018

ATMC Grant Funds : \$2500.00
so misc Rev

**Deposit Daily Report
FOR 10/19/2018**

Department - Sheriff1 SH119110

Deposit ID 616834471

Cash - \$665.00

Checks - \$2,500.00

Credit - \$278.00

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
104310-334800	Sheriff's Office - Gun Permits	\$5.00
104310-334810	Sheriff's Office - Concealed Weapons Permit	\$570.00
104310-383900	Sheriff's Office - Miscellaneous Revenues	\$2,500.00
104380-335005	Animal Control - Local Fees	\$368.00
Total:		\$3,443.00

ATMC

Check 274026

Vendor : 150135, B.C.Sheriff's Dept.

Invoice number	Invoice date	Currency	Gross amount	Cash discount	Payment amount
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101018GRANT	10/10/2018	USD	2,500.00	0.00	2,500.00
6722100	External Relations				

CHECK ISSUED 10/12/2018 Total 2,500.00

104310 - 383900

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

ATMC

PO Box 3198
Shallotte, NC 28459-3198



274026

66-112/531

October 12 2018

\$ 2,500.00***

VOUCHER CHECK - NOT VALID SIX MONTHS AFTER DATE OF ISSUE

*** Two Thousand Five Hundred and 00/100

US Dollars

FOR

PAY TO THE
ORDER OF

**B.C.Sheriff's Dept.
310 Government Center Drive
Bolivia, NC 28422**



Michael K Holden

Kim Edwards

274026 0531011210005217671533

Request Info	
Type	Budget Amendment
Description	ATMC Dare Grant
Justification	Board Meeting 12/3/2018-Appropriate \$2,500 from Atlantic Telephone Membership Corporation grant award for the Brunswick County DARE program.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	383900	Sheriff's Office	Miscellaneous Revenues	2500	Increase	Credit
104310	423109	Sheriff's Office	Special Prog Mat - DARE	2500	Increase	Debit

Total	
Grand Total:	5000



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # IX. - 8.

Tax - December 2018 Releases

From:

Jeffery P Niebauer

Issue/Action Requested:

Request that the Board of Commissioners approve the December 2018 releases.

Background/Purpose of Request:

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

County real property release value \$5,594,648 (82 releases)

Shallotte real property release value \$151,560 (4 releases)

County personal property release value \$58,372 (3 releases)

Smithville personal property release value \$22,332 (1 release)

Boiling Spring Lakes personal property release value \$1,000 (1 release)

Caswell Beach personal property release value \$6,950 (1 release)

Leland personal property release value \$35,040 (1 release)

County VTS December 2018 release value \$231,154 (19 releases)

Smithville VTS December 2018 release value \$30,401 (2 releases)

Boiling Spring Lakes VTS December 2018 release value \$73,255 (3 releases)

Carolina Shores VTS December 2018 release value \$4,820 (1 release)

Leland VTS December 2018 release value \$44,644 (5 releases)

Oak Island VTS December 2018 release value \$7,738 (1 release)

Shallotte VTS December 2018 release value \$8,927 (1 release)

Southport VTS December 2018 release value \$22,663 (1 release)

Varnamtown VTS December 2018 release value \$859 (1 release)

For information purposes only

Waccamaw fire district \$337.50 (1 release)

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

ATTACHMENTS:

Description

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

Tax Releases for December 2018

Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047101	11/7/2018	MAS PROPERTIES LLC	89393 (2018)	50519217	Holden Beach	232NL00601		\$499.65-C	\$103,020.00	PTC settlement
047102	11/7/2018	MAS PROPERTIES LLC	90778 (2017)	50519217	Holden Beach	232NL00601		\$499.65-C	\$103,020.00	PTC settlement
047103	11/7/2018	MAS PROPERTIES LLC	88692 (2016)	50519217	Holden Beach	232NL00601		\$499.65-C	\$103,020.00	PTC settlement
047104	11/7/2018	MAS PROPERTIES LLC	87736 (2015)	50519217	Holden Beach	232NL00601		\$499.65-C	\$103,020.00	PTC settlement
047105	11/7/2018	MAS PROPERTIES LLC	89403 (2018)	60467920	Shallotte	1970005202		\$183.77-C \$130.72-SHA	\$37,890.00	PTC settlement
047106	11/7/2018	MAS PROPERTIES LLC	90788 (2017)	60467920	Shallotte	1970005202		\$183.77-C \$132.62-SHA	\$37,890.00	PTC settlement
047107	11/7/2018	MAS PROPERTIES LLC	88702 (2016)	60467920	Shallotte	1970005202		\$183.77-C \$132.62-SHA	\$37,890.00	PTC settlement
047108	11/7/2018	MAS PROPERTIES LLC	87746 (2015)	60467920	Shallotte	1970005202		\$183.77-C \$132.62-SHA	\$37,890.00	PTC settlement
047109	11/7/2018	MAS PROPERTIES LLC	89381 (2018)	50519217	Brunswick County	2170011601		\$175.91-C	\$36,270.00	PTC settlement
047110	11/7/2018	MAS PROPERTIES LLC	90765 (2017)	50519217	Brunswick County	2170011601		\$175.91-C	\$36,270.00	PTC settlement
047111	11/7/2018	MAS PROPERTIES LLC	88679 (2016)	50519217	Brunswick County	2170011601		\$175.91-C	\$36,270.00	PTC settlement
047112	11/7/2018	MAS PROPERTIES LLC	87723 (2015)	50519217	Brunswick County	2170011601		\$175.91-C	\$36,270.00	PTC settlement
047113	11/7/2018	GEORGETOWN LAND & TIMBER LLC	51950 (2018)	60123830	Brunswick County	211MA002		\$95.69-C	\$19,730.00	PTC settlement
047114	11/7/2018	GEORGETOWN LAND & TIMBER LLC	52866 (2017)	60123830	Brunswick County	211MA002		\$95.69-C	\$19,730.00	PTC settlement
047115	11/7/2018	GEORGETOWN LAND & TIMBER LLC	51844 (2016)	60123830	Brunswick County	211MA002		\$95.69-C	\$19,730.00	PTC settlement
047116	11/7/2018	GEORGETOWN LAND & TIMBER LLC	51370 (2015)	60123830	Brunswick County	211MA002		\$95.69-C	\$19,730.00	PTC settlement

Tax Releases for December 2018

Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047121	11/19/2018	MAS PROPERTIES LLC	89394 (2018)	50519217	Leland	232NL00701		\$666.88-C	\$137,500.00	PTC settlement
047122	11/19/2018	MAS PROPERTIES LLC	90779 (2017)	50519217	Leland	232NL00701		\$666.88-C	\$137,500.00	PTC settlement
047123	11/19/2018	MAS PROPERTIES LLC	88693 (2016)	50519217	Leland	232NL00701		\$666.88-C	\$137,500.00	PTC settlement
047124	11/19/2018	MAS PROPERTIES LLC	87737 (2015)	50519217	Leland	232NL00701		\$666.88-C	\$137,500.00	PTC settlement
047125	11/19/2018	MAS PROPERTIES LLC	89385 (2018)	50519217	Holden Beach	231NA030		\$72.36-C	\$14,920.00	PTC settlement
047126	11/19/2018	MAS PROPERTIES LLC	90769 (2017)	50519217	Holden Beach	231NA030		\$72.36-C	\$14,920.00	PTC settlement
047127	11/19/2018	MAS PROPERTIES LLC	88683 (2016)	50519217	Holden Beach	231NA030		\$72.36-C	\$14,920.00	PTC settlement
047128	11/19/2018	MAS PROPERTIES LLC	87727 (2015)	50519217	Holden Beach	231NA030		\$72.36-C	\$14,920.00	PTC settlement
047129	11/19/2018	MAS PROPERTIES LLC	89386 (2018)	50519217	Brunswick County	232GB00316		\$180.32-C	\$37,180.00	PTC settlement
047130	11/19/2018	MAS PROPERTIES LLC	90770 (2017)	50519217	Brunswick County	232GB00316		\$180.32-C	\$37,180.00	PTC settlement
047131	11/19/2018	MAS PROPERTIES LLC	88684 (2016)	50519217	Brunswick County	232GB00316		\$180.32-C	\$37,180.00	PTC settlement
047132	11/19/2018	MAS PROPERTIES LLC	87728 (2015)	50519217	Brunswick County	232GB00316		\$180.32-C	\$37,180.00	PTC settlement
047133	11/19/2018	MAS PROPERTIES LLC	89387 (2018)	50519217	Holden Beach	232MI012		\$72.75-C	\$15,000.00	PTC settlement
047134	11/19/2018	MAS PROPERTIES LLC	90772 (2017)	50519217	Holden Beach	232MI012		\$72.75-C	\$15,000.00	PTC settlement
047135	11/19/2018	MAS PROPERTIES LLC	88686 (2016)	50519217	Holden Beach	232MI012		\$72.75-C	\$15,000.00	PTC settlement
047136	11/19/2018	MAS PROPERTIES LLC	87730 (2015)	50519217	Holden Beach	232MI012		\$72.75-C	\$15,000.00	PTC settlement
047137	11/19/2018	MAS PROPERTIES LLC	89392 (2018)	50519217	Holden Beach	232NK015		\$442.22-C	\$91,180.00	PTC settlement

Tax Releases for December 2018

Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047138	11/19/2018	MAS PROPERTIES LLC	90777 (2017)	50519217	Holden Beach	232NK015		\$442.22-C	\$91,180.00	PTC settlement
047139	11/19/2018	MAS PROPERTIES LLC	88691 (2016)	50519217	Holden Beach	232NK015		\$442.22-C	\$91,180.00	PTC settlement
047140	11/19/2018	MAS PROPERTIES LLC	87735 (2015)	50519217	Holden Beach	232NK015		\$442.22-C	\$91,180.00	PTC settlement
047141	11/19/2018	MAS PROPERTIES LLC	89376 (2018)	50519217	Brunswick County	18600019		\$2179.16-C	\$449,312.00	PTC settlement
047142	11/19/2018	MAS PROPERTIES LLC	90760 (2017)	50519217	Brunswick County	18600019		\$2179.16-C	\$449,312.00	PTC settlement
047143	11/19/2018	MAS PROPERTIES LLC	88674 (2016)	50519217	Brunswick County	18600019		\$2179.16-C	\$449,312.00	PTC settlement
047144	11/19/2018	MAS PROPERTIES LLC	87718 (2015)	50519217	Brunswick County	18600019		\$2179.16-C	\$449,312.00	PTC settlement
047145	11/19/2018	MAS PROPERTIES LLC	89372 (2018)	30744890	Oak Island	249DC005		\$72.75-C	\$15,000.00	PTC settlement
047146	11/19/2018	MAS PROPERTIES LLC	90756 (2017)	30744890	Oak Island	249DC005		\$72.75-C	\$15,000.00	PTC settlement
047147	11/19/2018	MAS PROPERTIES LLC	88670 (2016)	30744890	Oak Island	249DC005		\$72.75-C	\$15,000.00	PTC settlement
047148	11/19/2018	MAS PROPERTIES LLC	87670 (2015)	30744890	Oak Island	249DC005		\$72.75-C	\$15,000.00	PTC settlement
047149	11/19/2018	MAS PROPERTIES LLC	89395 (2018)	50519217	Holden Beach	232OH018		\$401.48-C	\$82,780.00	PTC settlement
047150	11/19/2018	MAS PROPERTIES LLC	90780 (2017)	50519217	Holden Beach	232OH018		\$401.48-C	\$82,780.00	PTC settlement
047151	11/19/2018	MAS PROPERTIES LLC	88694 (2016)	50519217	Holden Beach	232OH018		\$401.48-C	\$82,780.00	PTC settlement
047152	11/19/2018	MAS PROPERTIES LLC	87738 (2015)	50519217	Holden Beach	232OH018		\$401.48-C	\$82,780.00	PTC settlement
047153	11/19/2018	MAS PROPERTIES LLC	89400 (2018)	50519217	Holden Beach	245DA026		\$72.75-C	\$15,000.00	PTC settlement
047154	11/19/2018	MAS PROPERTIES LLC	90785 (2017)	50519217	Holden Beach	245DA026		\$72.75-C	\$15,000.00	PTC settlement

Tax Releases for December 2018

Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047155	11/19/2018	MAS PROPERTIES LLC	88699 (2016)	50519217	Holden Beach	245DA026		\$72.75-C	\$15,000.00	PTC settlement
047156	11/19/2018	MAS PROPERTIES LLC	87743 (2015)	50519217	Holden Beach	245DA026		\$72.75-C	\$15,000.00	PTC settlement
047157	11/19/2018	GEORGETOWN LAND & TIMBER LLC	51944 (2018)	50289640	Brunswick County	2340000301		\$638.55-C	\$131,660.00	PTC settlement
047158	11/19/2018	GEORGETOWN LAND & TIMBER LLC	52860 (2017)	50289640	Brunswick County	2340000301		\$638.55-C	\$131,660.00	PTC settlement
047159	11/19/2018	GEORGETOWN LAND & TIMBER LLC	51838 (2016)	50289640	Brunswick County	2340000301		\$638.55-C	\$131,660.00	PTC settlement
047160	11/19/2018	GEORGETOWN LAND & TIMBER LLC	51363 (2015)	50289640	Brunswick County	2340000301		\$638.55-C	\$131,660.00	PTC settlement
047161	11/19/2018	MAS PROPERTIES LLC	89388 (2018)	50519217	Holden Beach	232NB014		\$498.73-C	\$102,830.00	PTC settlement
047162	11/19/2018	MAS PROPERTIES LLC	90773 (2017)	50519217	Holden Beach	232NB014		\$498.73-C	\$102,830.00	PTC settlement
047163	11/19/2018	MAS PROPERTIES LLC	88687 (2016)	50519217	Holden Beach	232NB014		\$498.73-C	\$102,830.00	PTC settlement
047164	11/19/2018	MAS PROPERTIES LLC	87731 (2015)	50519217	Holden Beach	232NB014		\$498.73-C	\$102,830.00	PTC settlement
047165	11/19/2018	MAS PROPERTIES LLC	89474 (2018)	60467930	Ocean Isle Beach	258AA003		\$121.25-C	\$25,000.00	PTC settlement
047166	11/19/2018	MAS PROPERTIES LLC	90859 (2017)	60467930	Ocean Isle Beach	258AA003		\$121.25-C	\$25,000.00	PTC settlement
047167	11/19/2018	MAS PROPERTIES LLC	88773 (2016)	60467930	Ocean Isle Beach	258AA003		\$121.25-C	\$25,000.00	PTC settlement
047168	11/19/2018	MAS PROPERTIES LLC	87816 (2015)	60467930	Ocean Isle Beach	258AA003		\$121.25-C	\$25,000.00	PTC settlement
047169	11/19/2018	MAS PROPERTIES LLC	89471 (2018)	60467920	Ocean Isle Beach	258AA002		\$121.25-C	\$25,000.00	PTC settlement
047170	11/19/2018	MAS PROPERTIES LLC	90856 (2017)	60467920	Ocean Isle Beach	258AA002		\$121.25-C	\$25,000.00	PTC settlement
047171	11/19/2018	MAS PROPERTIES LLC	88770 (2016)	60467920	Ocean Isle Beach	258AA002		\$121.25-C	\$25,000.00	PTC settlement

Tax Releases for December 2018

Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047172	11/19/2018	MAS PROPERTIES LLC	87813 (2015)	60467920	Ocean Isle Beach	258AA002		\$121.25-C	\$25,000.00	PTC settlement
047173	11/19/2018	MAS PROPERTIES LLC	89402 (2018)	50519217	Holden Beach	246DA044		\$92.15-C	\$19,000.00	PTC settlement
047174	11/19/2018	MAS PROPERTIES LLC	90787 (2017)	50519217	Holden Beach	246DA044		\$92.15-C	\$19,000.00	PTC settlement
047175	11/19/2018	MAS PROPERTIES LLC	88701 (2016)	50519217	Holden Beach	246DA044		\$92.15-C	\$19,000.00	PTC settlement
047176	11/19/2018	MAS PROPERTIES LLC	87745 (2015)	50519217	Holden Beach	246DA044		\$92.15-C	\$19,000.00	PTC settlement
047177	11/19/2018	MAS PROPERTIES LLC	89401 (2018)	50519217	Holden Beach	246AA057		\$36.13-C	\$7,450.00	PTC settlement
047178	11/19/2018	MAS PROPERTIES LLC	90786 (2017)	50519217	Holden Beach	246AA057		\$36.13-C	\$7,450.00	PTC settlement
047179	11/19/2018	MAS PROPERTIES LLC	88700 (2016)	50519217	Holden Beach	246AA057		\$36.13-C	\$7,450.00	PTC settlement
047180	11/19/2018	MAS PROPERTIES LLC	87744 (2015)	50519217	Holden Beach	246AA057		\$36.13-C	\$7,450.00	PTC settlement
047182	11/19/2018	GEORGETOWN LAND & TIMBER LLC	51957 (2018)	60123830	Brunswick County	22700039		\$131.97-C	\$27,210.00	PTC settlement
047183	11/19/2018	GEORGETOWN LAND & TIMBER LLC	52873 (2017)	60123830	Brunswick County	22700039		\$131.97-C	\$27,210.00	PTC settlement
047184	11/19/2018	GEORGETOWN LAND & TIMBER LLC	51851 (2016)	60123830	Brunswick County	22700039		\$131.97-C	\$27,210.00	PTC settlement
047185	11/19/2018	GEORGETOWN LAND & TIMBER LLC	51377 (2015)	60123830	Brunswick County	22700039		\$131.97-C	\$27,210.00	PTC settlement
047186	11/19/2018	GEORGETOWN LAND & TIMBER LLC	51845 (2016)	60123830	Brunswick County	2270001507		\$55.58-C	\$11,460.00	PTC settlement
047187	11/19/2018	GEORGETOWN LAND & TIMBER LLC	51371 (2015)	60123830	Brunswick County	2270001507		\$55.58-C	\$11,460.00	PTC settlement

Tax Releases for December 2018

PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047117	11/14/2018	VAN NOORDT ELIZABETH DENNING	144798 (2018)	80028708	CASWELL BEACH	NULL	SMITHVILLE	\$16.68-CAS	\$6,950.00	Not Within City Limits
047118	11/14/2018	CUSHMAN FAMILY LLC	033916 (2018)	20084670	BOILING SPRING LAKES	157FD001	TOWN CREEK	\$4.85-C \$2.30-BSL	\$1,000.00	Duplicate Listing

Tax Releases for December 2018

BUSINESS PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047119	11/14/2018	BEACH PANTRY INC	008691 (2018)	30056300	OAK ISLAND	234MB00104	SMITHVILLE	\$108.31-C \$10.83-LL \$8.93-SM \$0.89-LSM	\$22,332.00	Business Sold
047120	11/14/2018	CAPE FEAR CLEANERS INC	301666 (2018)	20083230	LELAND	038GA006	TOWN CREEK	\$169.94-C \$16.99-LL \$73.58-LEL \$7.36-LELLL	\$35,040.00	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 OCTOBER 2018

<u>Adjustment #</u>	<u>Abstract #</u>	<u>Name-Last, First, Middle</u>	<u>Tag #</u>	<u>Year</u>	<u>Make</u>	<u>B- Val</u>	<u>New Value</u>	<u>Diff.</u>	<u>City</u>	<u>Twp.</u>	<u>Override %</u>	<u>Override Value</u>	<u>Override Status</u>	<u>Acquisition Cost</u>	<u>Acquisition Year</u>	<u>Dep Sch</u>	<u>Exempt Type</u>	<u>Notes</u>	<u>Date</u>	<u>Code</u>	<u>Code Description</u>
743230	44528487	AVERILL, RONALD FRANK	CK86843	2017	FREE	10,590	1,663	8,927	22			1663						ADJ TO \$200/FT & \$150/AXLE 2018=1750-5%	10/18/18	15	TEC Value Issue
744596	44822070	SPERBER, HERBERT MATTHEW	FJW8352	2013	VOLV	16,880	-	16,880	20								MILITARY	HOR- IL	10/19/18	4	Military Exempt
743251	9490809	GALLOWAY, RONALD VARNAM	CE16326	2001	LAND	2,197	1,338	859	27			1338						ADJ TO \$100/FT & \$100/AXLE 2018=32-5% DEP	10/18/18	15	TEC Value Issue
743119	44786427	SPERBER, HERBERT MATTHEW	FJW8331	2016	BMW	27,380	-	27,380	20								MILITARY	HOR- IL	10/15/18	4	Military Exempt
741725	43593805	FISHER, WILLIAM TAWON	FFE3610	2016	RAM	21,860	-	21,860									MILITARY	HOR- NJ	10/09/18	4	Military Exempt
741475	445148385	TYLER, DAVID BRYAN	FHR2986	2003	FORD	3,270	-	3,270									MILITARY	HOR-MD ETS 4/17/2022	10/09/18	4	Military Exempt
738956	42876164	PATE, ASHLEY ELIZABETH	PFS5795	2017	HOND	19,770	-	19,770	20								MILITARY	HOR-GA	10/01/18	4	Military Exempt
647687	40260383	GRAY, DANIEL ADAM	TPM9902	2017	MIT	20,370		20,370	31								MILITARY	HOR-FL	10/19/18	4	Military Exempt
745214	40371471	KILLIAN, HERMAN MOORE JR	FBZ9202	2017	TOYT	34,140	26,402	7,738	14	3				\$ 28,698	2017	B20			10/22/18	1	Adjusted per Purchase Price
743164	37780920	LA ROSA, PAMELA LEPREE	A596IC	2010	LNDR	14,320	9,500	4,820	18			9500						NADA VALUE \$9500	10/24/18	20	Appealed value
743390	9368744	EISEN, RICHARD STEWART	CCT2182	2011	MERZ	12,780	10,200	2,580	31			10200						ADJ TO NADA VALUE	10/24/18	20	Appealed value
743893	32535606	ROBSON, JILLIAN ALYSON	ZYW8867	2014	AUDI	47,188	24,525	22,663	21	3		24525						ADJ TO NADA USING CURRENT MILEAGE 45575	10/24/18	20	Appealed value
743964	37890132	WILLIS, DONALD NEAL	ELW2168	2007	JEEP	10,200	-	10,200									MILITARY	HOR-FL	10/24/18	4	Military Exempt
743968	36842088	WILLIS, SUZANNE MARIE	EKL3435	2014	CHEV	26,998	-	26,998									MILITARY	HOR-FL	10/24/18	4	Military Exempt
743995	44690149	HOFFMAN, GREGORY PAUL	CK86609	2018	UNTE	12,600	3,375	9,225	20					\$ 3,375	2018	B-20		2018 BOS-\$3375	10/24/18	1	Adjusted per Purchase Price
745705	37957081	MCDONNELL, MICHAEL THOMAS JR	MACSFX	2009	CHEV	6,340	5,500	840	31									ADJ TO NADA VALUE	10/24/18	20	Appealed value
746061	40310617	PHILPOTT, DAVID LEROY	PBV8568	2012	HYUN	11,172	9,608	1,564	31									STATE INSPECTION 128337	10/24/18	12	High Mileage/Condition
746218	28718199	WHITE, DAVID WAYNE	DWW1SM	2014	MERZ	25,920	20,000	5,920										ADJ PER NADA VALUE	10/24/18	20	Appealed value
747832	44932738	THOMAS, JEREMY VERNON	DMD5967	2018	MAZD	19,290	-	19,290	31								MILITARY	HOR-WA	10/30/18	4	Military Exempt

DECEMBER 2018 Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047181	11/19/2018	KING DAVID SILAS JR	76099 (2018)	70504970		10200048		\$337.50-WACF	\$0.00	Exempt

Release Category Codes

Release Code	Release Type
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BHI	BALD HEAD ISLAND
BEL	BELVILLE
BSL	BOILING SPRING LAKES
BOL	BOLIVIA
CAL	CALABASH
CS	CAROLINA SHORES
CAS	CASWELL BEACH
C	COUNTY
HB	HOLDEN BEACH
INT	INTEREST
LSM	LATE LIST SMITHVILLE
LELL	LELAND LATE LIST
LBLL	LONG BEACH LATE LIST
NAVLL	NAVASSA LATE LIST
NWLL	NORTHWEST LATE LIST
OILL	OAK ISLAND LATE LIST
OIBLL	OCEAN ISLE BEACH LATE LIST
PL04	OFF PREMISES WINE

Release Code	Release Type
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BHILL	BALH HEAD ISLAND LATE LIST
BELL	BELVILLE LATE LIST
BSLL	BOILING SPRING LAKES LATE LIST
BOLL	BOLIVIA LATE LIST
CALL	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



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # IX. - 9.

From:
John Nichols, P.E.

Utilities - Ratify Manager's Award of Bid and Contract for
Emergency Water Line Repair

Issue/Action Requested:

Request that the Board of Commissioners ratify the manager's emergency award of bid and contract with Carmichael Construction Company for the repair of a water main in the Boiling Spring Lakes System that occurred as a result of Hurricane Florence.

Background/Purpose of Request:

During Hurricane Florence, the Patricia Lake (Boiling Spring Lakes Big Lake) dam breached damaging an aerial water main just downstream of the dam site breach. This is the last of seven major water line breaks to be completed. Bids were solicited and received from three different contractors (State Utilities, Civil Works Construction, and Carmichael Construction) for the work and Carmichael Construction was the low bidder in the amount of \$164,025.

This contract will facilitate the necessary work for the repairs in order to make the water system whole in this location. Contracts were executed with the contractor in order to proceed with the work as soon as possible.

Staff requests that the contract with Carmichael Construction Company be ratified by the Board. The contract will have a not-to-exceed amount of \$195,000

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Funds available in the current budget from previous disaster relief funding budget amendment approved

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners ratify the manager's emergency award of bid and contract with Carmichael Construction Company for the repair of a water main in the Boiling Spring Lakes System that occurred as a result of Hurricane Florence.

ATTACHMENTS:

Description

- ☐ Utilities - Bid Tabulation - Attach 1
- ☐ Utilities - Contractor Bid Forms - Attach 2

▣ Utilities - Contract - Attach 1

BCPU Bid Tabulation
Emergency BSL Waterline Repair
Patricia Lake Dam

	Carmichael Construction Company	Civil Works Construction	State Utilities
Location	Total Bid Amount	Total Bid Amount	Total Bid Amount
BSL Patricia Lake Dam	\$164,025.00	\$196,880.00	\$224,200.00

Identifies low bidder

11/7/18

Brunswick County

Brunswick County Emergency HDD/Tie-In Patricia Lake Dam Plan Sheet C-1

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	12" PVC C-900	LF	80	140.00	11,200.00
2 ⁽¹⁾	14" HDPE, DR 9 Horizontal Directional Drill	LF	475	N/A	N/A
3 ⁽¹⁾	12" FPVC DR 18 Horizontal Directional Drill	LF	475	235.00	111,625.00
4	12" Gate Valve	EA	4	3800.00	15,200.00
5	D. I. MJ Fittings	LBS	1,500	12.00	18,000.00
6	Testing, Chlorination and Bac-T Samples	LS	1	3000.00	3000.00
7	General Conditions	LS	1	\$ 5,000.00	\$ 5,000.00
TOTAL BID AMOUNT					\$164,025.00

(1) CONTRACTOR SHALL CHOOSE EITHER ITEM 2 OR ITEM 3 AND PROVIDE A UNIT PRICE AND TOTAL COST FOR THAT ITEM. THE ITEM NOT CHOSEN SHALL BE LEFT BLANK OR DESIGNATED N/A.

Brunswick County

Brunswick County Emergency HDD/Tie-In Patricia Lake Dam Plan Sheet C-1

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	12" PVC C-900	LF	80	\$400.00	\$32,000.00
2 ⁽¹⁾	14" HDPE, DR 9 Horizontal Directional Drill	LF	475	n/a	n/a
3 ⁽¹⁾	12" FPVC DR 18 Horizontal Directional Drill	LF	475	\$260.00	\$123,500.00
4	12" Gate Valve	EA	4	\$3,275.00	\$13,100.00
5	D. I. MJ Fittings	LBS	1,500	\$10.50	\$15,750.00
6	Testing, Chlorination and Bac-T Samples	LS	1	\$7,530.00	\$7,530.00
7	General Conditions	LS	1	\$ 5,000.00	\$ 5,000.00
TOTAL BID AMOUNT					\$196,880.00

- (1) CONTRACTOR SHALL CHOOSE EITHER ITEM 2 OR ITEM 3 AND PROVIDE A UNIT PRICE AND TOTAL COST FOR THAT ITEM. THE ITEM NOT CHOSEN SHALL BE LEFT BLANK OR DESIGNATED N/A.

Civil Works

Brunswick County

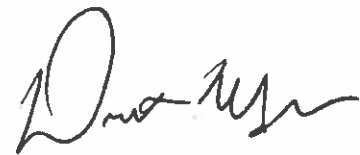
Brunswick County Emergency HDD/Tie-In Patricia Lake Dam Plan Sheet C-1

Bid Form

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	12" PVC C-900	LF	80	285.00	22,800.00
2 ⁽¹⁾	14" HDPE, DR 9 Horizontal Directional Drill	LF	475	N/A	
3 ⁽¹⁾	12" FPVC DR 18 Horizontal Directional Drill	LF	475	300.00	142,500.00
4	12" Gate Valve	EA	4	3,850.00	15,400.00
5	D. I. MJ Fittings	LBS	1,500	22.00	33,000.00
6	Testing, Chlorination and Bac-T Samples	LS	1	5,500.00	5,500.00
7	General Conditions	LS	1	\$ 5,000.00	\$ 5,000.00
TOTAL BID AMOUNT					224,200.00

- (1) CONTRACTOR SHALL CHOOSE EITHER ITEM 2 OR ITEM 3 AND PROVIDE A UNIT PRICE AND TOTAL COST FOR THAT ITEM. THE ITEM NOT CHOSEN SHALL BE LEFT BLANK OR DESIGNATED N/A.

STATE UTILITIES



NORTH CAROLINA
BRUNSWICK COUNTY

CONSTRUCTION OR REPAIR AGREEMENT
UNDER \$250,000
[with FEMA clauses]

THIS CONSTRUCTION OR REPAIR AGREEMENT (hereinafter referred to as the **"AGREEMENT"**) is made and entered into this the ____ day of November, 2018, by and between **BRUNSWICK COUNTY**, a body politic and corporate of the State of North Carolina, (hereinafter referred to as **"COUNTY"**), party of the first part, and **CARMICHAEL CONSTRUCTION CO. INC.**, (hereinafter referred to as **"CONTRACTOR"**), party of the second part.

WHEREAS, multiple water mains in Brunswick County were damaged or destroyed due to dam breaches and other roadway damage as a result of Hurricane Florence, including water mains in the City of Boiling Spring Lakes;

WHEREAS, one such water main which was damaged involves a section of a twelve (12) inch water main located in the area of Alton Lennon Road near the Patricia Lake (Big Lake) dam;

WHEREAS, the subject water main is essential to providing clean drinking water to customers as well as sufficient pressure for fire suppression; and

WHEREAS, based on the length and depth of the damage, the broken areas of piping must be replaced by Horizontal Directional Drill (HDD) method and subsequently tied into existing lines.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and premises contained herein, **COUNTY** and **CONTRACTOR** do hereby agree as follows:

WITNESSETH:

1. PROJECT; FEES

The work to be performed under this **AGREEMENT** (hereinafter referred to collectively as the **"PROJECT"**) and the agreed upon fees and costs for said **PROJECT** are set forth on Exhibit "A."

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 November 14, 2018, and continues in effect until December 31, 2018, unless sooner terminated as provided herein. The **COUNTY** may terminate this **AGREEMENT** at any time without cause by giving thirty (30) days' written notice

to **CONTRACTOR**. As soon as practicable after receipt of a written notice of termination without cause, **CONTRACTOR** shall submit a statement to **COUNTY** showing in detail the work 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**. **CONTRACTOR** shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the **AGREEMENT**. Notwithstanding the foregoing, **COUNTY** may terminate this **AGREEMENT** immediately and without notice to **CONTRACTOR** if **CONTRACTOR** 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 **CONTRACTOR**, or has a receiver or trustee appointed for substantially of its property, or if **CONTRACTOR** 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 **CONTRACTOR** 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 **PROJECT** satisfactorily completed in accordance with this **AGREEMENT**. Unless otherwise specified, **CONTRACTOR** shall submit monthly invoices to **COUNTY** and include detail of all work 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 **CONTRACTOR**, the **COUNTY** shall inform **CONTRACTOR** in writing of the disputed charges. Once the dispute has been resolved, **CONTRACTOR** shall re-invoice **COUNTY** for the previously disputed charges, and, per any resolution between **COUNTY** and **CONTRACTOR**, the **COUNTY** shall pay those charges in full at that time. No advance payment shall be made for the work to be performed by **CONTRACTOR** under this **AGREEMENT**.

5. INDEPENDENT CONTRACTOR

Both **COUNTY** and **CONTRACTOR** agree that **CONTRACTOR** 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**. **CONTRACTOR** represents that it has or will secure, at its own expense, all personnel required in performing the work under this **AGREEMENT**. Accordingly, **CONTRACTOR** 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. **CONTRACTOR** 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 **CONTRACTOR** is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then **CONTRACTOR** hereby acknowledges that all payments hereunder are gross payments, and the **CONTRACTOR** is responsible for all income taxes and social security payments thereon.

6. CONTRACTOR REPRESENTATIONS

- (1) **CONTRACTOR** 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) **CONTRACTOR** 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 **CONTRACTOR** to enter into and perform its obligations under this **AGREEMENT**;
- (4) **CONTRACTOR** shall not violate any agreement with any third party by entering into or performing the work under this **AGREEMENT**;
- (5) **CONTRACTOR** will perform all work in conformity with the specifications and requirements of this **AGREEMENT**;
- (6) Unless otherwise agreed by the parties, **CONTRACTOR** agrees that all materials will be new and of good quality;
- (7) The work provided by **CONTRACTOR** 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);
- (8) **CONTRACTOR** will perform the work in a professional and workmanlike manner exercising reasonable care and diligence and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;
- (9) **CONTRACTOR** acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- (10) **CONTRACTOR** shall ensure that whenever its employees or agents are on **COUNTY** property, they will strictly abide by all instructions and directions issued by the

COUNTY with respect to rules, regulations, policies and security procedures applicable to work on the **COUNTY'S** premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

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

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

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

CONTRACTOR 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 **CONTRACTOR** or its subcontractors. In the event that **CONTRACTOR** causes damage to the **COUNTY'S** equipment or facilities, **CONTRACTOR** 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 **CONTRACTOR** or its work, and **CONTRACTOR** 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 **CONTRACTOR** may list the **COUNTY** as a reference in response to requests for proposals and may identify **COUNTY** as a customer in presentations to potential customers.

10. NON-EXCLUSIVITY

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

11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or

any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

13. PROCUREMENT OF RECOVERED MATERIALS

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

14. ACCESS TO RECORDS

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

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

15. DHS SEAL, LOGO, AND FLAGS

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

16. SUSPENSION AND DEBARMENT

- (1) This **AGREEMENT** is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such **CONTRACTOR** is required to verify that none of the

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

17. INDEMNIFICATION

CONTRACTOR 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 **CONTRACTOR**, its employees or agents. **CONTRACTOR** further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. **CONTRACTOR** shall be fully responsible to **COUNTY** for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this **AGREEMENT**.

18. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

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

19. NO OBLIGATION BY FEDERAL GOVERNMENT

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

20. MINORITY BUSINESS ENTERPRISES

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

21. INSURANCE

CONTRACTOR 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. **CONTRACTOR** 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. **CONTRACTOR** shall have no right of recovery or subrogation against **COUNTY** (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

22. WORKERS' COMPENSATION

To the extent required by law, **CONTRACTOR** 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 **CONTRACTOR** is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, **CONTRACTOR** shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling **CONTRACTOR'S** obligations under this **AGREEMENT**.

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

23. PERFORMANCE BONDS

If required by **COUNTY**, **CONTRACTOR** shall furnish bonds covering the faithful performance of the **AGREEMENT** and payment of all obligations arising under or related in any way to the **PROJECT**. **CONTRACTOR** shall immediately furnish a copy of such bonds to **COUNTY** upon request

24. REMEDIES

- (1) **RIGHT TO COVER.** If **CONTRACTOR** 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 work from a third party until the matter is resolved and **CONTRACTOR** is again able to resume performance under this **AGREEMENT**; and
 - ii. Deduct any and all expenses incurred by **COUNTY** in obtaining or performing the work from any money then due or to become due **CONTRACTOR** and, should the **COUNTY'S** cost of obtaining or performing the work exceed the amount due **CONTRACTOR**, collect the amount due from **CONTRACTOR**.
- (2) **RIGHT TO WITHHOLD PAYMENT.** **COUNTY** reserves the right to withhold any portion, or all, of a scheduled payment if **CONTRACTOR** 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 **CONTRACTOR**, notwithstanding anything to the contrary in this **AGREEMENT**, **CONTRACTOR** agrees that it will not terminate this **AGREEMENT** or suspend or limit any work 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.

25. TAXES

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

26. HEALTH AND SAFETY

CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the work. **CONTRACTOR** 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 work and other persons who may be affected thereby.

27. EQUAL EMPLOYMENT OPPORTUNITY

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

- (1) **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **CONTRACTOR** 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. **CONTRACTOR** 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) **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) **CONTRACTOR** 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 **CONTRACTOR'S** commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) **CONTRACTOR** 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) **CONTRACTOR** 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 **CONTRACTOR'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 **CONTRACTOR** 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) **CONTRACTOR** 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. **CONTRACTOR** 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 **CONTRACTOR** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency **CONTRACTOR** may request the United States to enter into such litigation to protect the interests of the United States.

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

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

29. CLEAN AIR ACT

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

30. FEDERAL WATER POLLUTION CONTROL ACT

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

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

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the **PROJECT** 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 (40) 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 **CONTRACTOR** and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, **CONTRACTOR** 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 **CONTRACTOR** 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. **CONTRACTOR** 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.

32. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 153A-449, **CONTRACTOR** understands that it is a requirement of this **AGREEMENT** that **CONTRACTOR** and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, **CONTRACTOR** 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 **CONTRACTOR** shall require its subcontractors to do the same. Upon request, **CONTRACTOR** agrees to provide **COUNTY** with an affidavit of compliance or exemption.

33. 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.

34. OWNERSHIP OF WORK PRODUCT

Should **CONTRACTOR'S** performance under this **AGREEMENT** generate documents or other work product that are specific to the **PROJECT** 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 **CONTRACTOR**.

35. 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.

36. 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.

37. 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.

38. 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**.

39. NON-WAIVER

Failure by **COUNTY** at any time to require the performance by **CONTRACTOR** 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.

40. 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, related specifically to the **PROJECT** herein. Notwithstanding the foregoing, all documents included in the initial bid packet submitted by **CONTRACTOR**, if applicable, including, but not necessarily limited to: the Invitation to Bid; Notice to Bidders; Instructions to Bidders; General Conditions; Supplementary General Conditions; Technical Specifications (October 2018); Measurement and Payment Documents for Emergency Water Main Replacements (October 2018); Plans; Addenda; Accepted Proposal; Notice to Proceed; Performance Bond; Payment Bond; MBE forms; Power of Attorney; Insurance Certificates; Approval by County Commissioners; Tax Statement and Certification; Notice of Substantial Completion; Notice of Final Completion and Acceptance; and Drawings are incorporated herein by reference and made an integral part of this **AGREEMENT**. To the extent the terms of such documents conflict with the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall prevail.

41. 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.

42. 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.

43. 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 **CONTRACTOR** and **COUNTY**.

44. 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 Contractor: Walter J. Carmichael
Carmichael Construction Co. Inc.
7297 River Road SE
P.O. Box 11029
Southport, NC 28461

[SIGNATURES APPEAR ON FOLLOWING PAGE]

45. 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: _____

CARMICHAEL CONSTRUCTION CO. INC.

By: Walter J. Carmichael

Title: Secretary/Treasurer

Date: 11-16-18

"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 PROJECT/FEES AND COSTS

Installation of approximately four hundred seventy-five (475) feet of a twelve (12) inch water main by Horizontal Directional Drill and the subsequent tie-in of the water main to existing lines in the area of Alton Lennon Road near the Patricia Lake (Big Lake) dam in the City of Boiling Spring Lakes. The installation of said water main shall be in accordance with **COUNTY** plans and specifications, as provided to and accepted by **CONTRACTOR** prior to submission of a bid for the **PROJECT** and which are referenced and made an integral part of this **AGREEMENT**. Installation shall include, but not necessarily be limited to: piping; valves; fittings; pipe abandonment; horizontal directional drilling; concrete thrust collar installation; pressure testing; and chlorination to make the system whole.

The estimated cost of the **PROJECT** is \$164,025.00, based on a combined price per linear foot and per unit pricing reflected in **CONTRACTOR'S** Bid Form attached hereto as Exhibit "B" and incorporated herein by reference, but in no event shall the total fees and costs associated with the **PROJECT** exceed \$195,000.00.

EXHIBIT "B" **CONTRACTOR'S BID FORM**

Carmichael Construction Company Inc.

11/7/18

Brunswick County

Brunswick County Emergency HDD/Tie-In Patricia Lake Dam Plan Sheet C-1 **Bid Form**

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	12" PVC C-900	LF	80	140.00	11,200.00
2 ⁽¹⁾	14" HDPE DR 9 Horizontal Directional Drill	LF	475	N/A	N/A
3 ⁽¹⁾	12" FPVC DR 18 Horizontal Directional Drill	LF	475	235.00	111,625.00
4	12" Gate Valve	EA	4	3800.00	15,200.00
5	D I MJ Fittings	LBS	1,500	12.00	18,000.00
6	Testing, Chlorination and Bac T Samples	LS	1	3000.00	3000.00
7	General Conditions	LS	1	\$ 5,000.00	\$ 5,000.00
TOTAL BID AMOUNT					\$164,025.00

(1) CONTRACTOR SHALL CHOOSE EITHER ITEM 2 OR ITEM 3 AND PROVIDE A UNIT PRICE AND TOTAL COST FOR THAT ITEM. THE ITEM NOT CHOSEN SHALL BE LEFT BLANK OR DESIGNATED N/A.

S:\0069\0049\20 Tech\25-Cost Estimates\HDD QTO\Forest Lake Road\Big Lake Dam Bid Form_NEW\11/2018



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # IX. - 10.

From:
John Nichols, P.E.

Utilities - Modification to Northeast Brunswick Policy Guidelines and Rules and Regulations for Rendering Service

Issue/Action Requested:

Request that the Board of Commissioners approve modifications to the Northeast Brunswick Policy Guidelines and Rules and Regulations for Rendering Sewer Service.

Background/Purpose of Request:

The Northeast Brunswick Regional Policy Guidelines and Rules and Regulations for Rendering Sewer Service provide guidelines for equitably distributing costs to wastewater participants using the regional system. The Brunswick County Board of Commissioners has not amended these Rules and Regulations since 2007 and some updates are recommended to reflect current practice.

Proposed revisions include specifying that new pump stations connected to regional force main shall be regional in nature and maintained by the county; provide clarification on capital expense components; specify when plant expansions will commence and the allocation of capacity; and define System Development Charges.

Recommended revisions to the Rules and Regulations were initially provided to all participants in the Northeast Regional System at the July 18, 2018, quarterly meeting. These were discussed further at the October 17, 2018, meeting and final comments were requested by October 31, 2018. No participants have recommended changes to the proposed revisions.

The proposed rules will provide clear guidance to utilities staff and participants regarding the timing to initiate regional system expansions and the means to allocate expansion capacity to each participant. Staff recommends approval of the attached modifications to the Northeast Brunswick Policy Guidelines and Rules and Regulations for Rendering Sewer Service.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

ATTACHMENTS:

Description

- ▣ Utilities - Revised Rules and Regulations - Attach 1
- ▣ Utilities - 7-18-18 Minutes - Attach 2
- ▣ Utilities - 10-17-18 Minutes - Attach 3

NORTHEAST BRUNSWICK REGIONAL WASTEWATER PROJECT

POLICY GUIDELINES AND RULES AND REGULATIONS FOR RENDERING SEWER SERVICE

THE COUNTY OF BRUNSWICK

WHEREAS, the County of Brunswick is a political subdivision of the State of North Carolina operating subject to the Local Government Budget and Fiscal Control Act; and

WHEREAS, the County owns and operates the Northeast Brunswick Regional Wastewater System (the "Project") for the purpose of providing a reliable and self-sufficient source of sewer treatment to potential Participants commensurate with the orderly development and continued prosperity of the central part of the County; and

WHEREAS, it is the County's goal to establish and charge reasonable and economical rates and charges for the service provided by the Project which are sufficient for the County to operate and maintain the Project as a financially self-sustaining enterprise and to assure continued, uninterrupted sewer service to all Participants; and

WHEREAS, the following guidelines for rate making and financing are intended to allocate the Cost of service to all Participants in an equitable manner:

- a. Monthly Service Charges. The County shall develop for the Sewer System Monthly Service Charges, which reflect the County's Current Expenses and operating expenses during each Fiscal Year, the County's growth rate, its capital construction programs, and its financing requirements. The Participant recognizes, however, that charges in addition to Monthly Service Charges will be necessary to establish an overall system of rates and charges, which is equitable to all Participants.
- b. Capital Charge. The County may, with legal capacity to obligate itself to do so, require Participants to pay for a minimum monthly capital charge without regard to the actual amount of service used by the Participants.
- c. System Development Charges. Non-charter Participants and Participants requiring expanded service shall pay their fair share of the Cost of existing facilities of the Sewer System, which in the opinion of the County directly or indirectly benefit all of the Participants of the Sewer System. Although it is the general policy of the County that new Participants are entitled to sewer service at the same Monthly Service Charges charged its existing Participants, the County recognizes that existing Participants have and will continue to provide funds to pay part of the Cost of facilities having a system-wide benefit through the payment of Monthly Service Charges or other amounts to the County. The County thus shall establish and collect System Development Charges so that later Participants pay a portion of the Cost of such facilities previously paid by the existing Participants.

- d. Connection Charges. The County shall establish and collect from each new Participant Connection Charges sufficient to pay the Cost of all facilities which the County identifies in its opinion as being exclusively for the direct or indirect benefit of the Participant and for which the Participant does not directly pay.

NOW, THEREFORE, the following Rules and Regulations, as they may be hereafter amended, shall, together with the Sewer Service Agreement and the County's Sewer Use Ordinance, govern the rendering of sewer service by the County of Brunswick from the Project.

ARTICLE I

Definitions, Amendments, and Applicability

Section 1.1. Definitions. Capitalized terms used herein shall have the meaning set forth in the Standard Provisions to the Sewer Service Agreement unless otherwise indicated herein.

Section 1.2. Amendments. The County may from time to time amend these Rules and Regulations; however, the County shall give each Participant notice and an opportunity to comment on the proposed amendment.

Section 1.3. Applicability. These Rules and Regulations, as amended, shall be binding on every Participant.

ARTICLE II

Sewer Service

Section 2.1. Application for Service. Any potential Participant desiring sewer service must make a written application to the County (upon forms to be supplied by the County), setting forth in detail the location of the property to be served, including a map thereof, the estimated gallons per day (gpd) to be used or allocated, and such other information as the County may require.

Section 2.2. Sewer Service Agreements. Sewer service shall be supplied to a Participant only pursuant to a Sewer Service Agreement containing the County's Standard Provisions.

ARTICLE III

Connections and Ancillary Service Facilities

Section 3.1. Connections. Each Participant shall be responsible, at its sole cost and expense, to make all installations of facilities necessary for connection to the Sewer System (i.e. pipelines, pump stations and all other necessary Ancillary Service Facilities). All new pump stations connected to the Regional Force Main System shall become part of the Regional Wastewater System and shall be deeded and dedicated to Brunswick County. Operation and maintenance responsibility shall be the responsibility of Brunswick County as part of the Regional Wastewater System. All design plans shall be reviewed by the County prior to submittal to the State for approval. If applicable, all fees and charges due the County for the connection shall be due and payable prior to initiation of service at the Point(s) of Delivery.

Section 3.2. Participant's Service Facilities. The Participant's Service Facilities shall be installed and maintained by such Participant at its sole cost and expense, but shall be subject to inspection by the County before service is connected.

Section 3.3. Control of County Equipment. Supply lines, meters, and other equipment of the County shall be under its exclusive control, and no persons, other than authorized employees, agents or contractors of the County, subject to Participant inspection privileges as outlined in Section 1.7 of the

Standard Provisions to the Sewer Service Agreement, shall repair, change, or interfere with them in any way.

ARTICLE IV

Monthly Service Charges

Section 4.1. Monthly Service Charges. The County shall annually establish Monthly Service Charges sufficient to cover all expenses for the ensuing Fiscal Year as identified in the Annual Budget for the Sewer System. Monthly Service Charges will be determined in view of sewer use projections for each ensuing Fiscal Year provided by Participants and on historical use data. Monthly Service Charges thus established shall be billed to Participants by the County as hereinafter provided on the basis of actual metered usage. The establishment and billing of Monthly Service Charges shall also reflect the payment of Capital Charges, when applicable.

The County shall adopt an Annual Budget for the Sewer System for each Fiscal Year in accordance with the Local Government Budget and Fiscal Control Act. Expense components of each Annual Budget shall include:

A. Operating Expense Components.

- (i) Current expenses.
- (ii) An operating and maintenance reserve.
- (iii) Appropriations to repair/replacement reserves for purposes of timely correction of any mechanical/physical deficiencies which arise out of normal system use or which are not correctable from insurance proceeds or other monies readily available to the County. The level of such reserves shall be based upon an annual inspection of the Sewer System and recommendations by the County's consulting engineer.
- (iv) Debt Service, including such debt service reserves and other funds, accounts, and reserves as may be required by instruments of debt authorization and such other amounts as may be required to comply with the covenants contained in instruments of debt authorization.
- (v) An allowance for depreciation or an allowance for establishing a Capital Replacement Reserve Fund (one or the other but not both) may be included if required as a condition of debt authorization of the County. The Capital Replacement Reserve Fund would be established and administered pursuant to Chapter 159, Art. 3, Part 2 of the North Carolina General Statutes. Funds generated under this section for establishment of an allowance for depreciation or a Capital Replacement Reserve Fund cannot be used for the expansion of capacity of the facilities without unanimous approval of the Participants.

B. Capital Expense Components.

- (i) Reimbursements of Advances for Construction due during the Fiscal Year, which are not reimbursed from Current Expenses.
- (ii) Such other components regarding Sewer System development and growth as the County shall identify as being necessary or appropriate.
- (iii) Capital costs associated with system capacity increases and improvements required to maintain the current treatment capacity or comply with new regulations that are not paid for as part of a Contribution in Aid of Construction out of the Renewal or Replacement Fund or otherwise. For improvements required to maintain the current treatment capacity

or comply with new regulations each existing participant shall pay its pro rata share of capital costs based upon the existing capacity allocation in the Northeast Brunswick Regional Wastewater System. The County shall collect a capital charge from each participant receiving a new or expanded capacity allocation based on their prorated share of the total actual cost of the Northeast Brunswick Regional Wastewater System capacity expansion including, but not limited to, design, construction, debt service, and financing costs.

Brunswick County shall begin the design and construction of capacity expansions based on regulatory guidance, historical and anticipated future flow rates, and estimated design and construction schedules. In general, Brunswick County shall select an engineer and begin the planning and design for system expansion when plant usage is more than 70% of design capacity for three months of any rolling 12-month period. The capacity expansion amount shall be based on its logical integration with existing facilities, as well as future anticipated needs based on historic growth rates and consultation with each Participant. A comparison between each participant's existing capacity allocation and minimum future allocation shall be made to determine the entities that require additional capacity and the minimum additional amount required. Typically, the minimum future allocation shall be based on a minimum fifteen-year projection of the most recent fiscal year's billed flow with a peaking factor of no less than 1.2 applied. The growth rate shall be the historic annualized growth rate of plant flows from the year of completion of the last expansion through the fiscal year that planning and design commence. Participants may request additional allocation in excess of the minimum. Brunswick County will endeavor to provide the amount of additional capacity requested by a Participant but may prorate requested allocation amounts to allocate all capacity in the expansion.

Notwithstanding the foregoing, Monthly Service Charges shall always be established so as to comply with the section Monthly Services Charge of the Standard Provisions of the Sewer Service Agreement or such other provisions of any Sewer Service Agreement controlling the establishment and billing of Monthly Service Charges and to comply with any documents of debt authorization.

Section 4.2. System Development Charges. When unallocated capacity in the Northeast Brunswick Regional Sewer Project Facilities is available without a capacity expansion construction project, Participants may request new or expanded capacity by allocation of the unallocated capacity. The County shall collect from new Participants applying for new service and existing Participants applying for expanded treatment capacity after the effective date of these Rules and Regulations a System Development Charge based on the Cost of the County's Northeast Brunswick Regional Sewer Project Facilities for the applicable Project existing at the time payment of the charge is due. Each System Development Charge shall equal an amount which bears the same ratio to the Cost of the Northeast Brunswick Regional Sewer Project as the average gallons per day (gpd) of sewer capacity requested by a Participant bears to the total average gpd of sewer capacity of the Sewer System, as determined from time to time by the County's consultant. Adjustments to an existing SDC or the initiation of a new SDC will be made if a Participant uses more sewer capacity than allocated. In such cases where a Participant provides sufficient guarantee of payment, the Participant may with the consent of the County pay any System Development Charge by periodic payments upon such terms as the County deems appropriate, including interest.

New Participants that are procuring an allocation by means of a system expansion may also be assessed a System Development Charge for portions of the existing facilities that benefit the new Participant but are not required to be upgraded or expanded to meet the needs of the new Participant. In this case, the amount of the SDC shall approximate the pro rata share (after expansion) of the value of the facilities that do not require an upgrade or expansion. The new Participant shall also be responsible for the capital costs associated with the construction work to expand the regional facilities.

Section 4.3. Connection Charges. The County shall charge each Participant a Connection Charge representing the Cost of any Ancillary Service Facilities provided by the County necessary for connection to the Sewer System (although it is the general policy of the County for Participants to pay such costs directly and perform any work necessary for connection pursuant to plans approved by the County). Ancillary Service Facilities shall include, but are not limited to, (i) the tap to the County's pipeline and (ii) the meter installation. The County shall own Ancillary Service Facilities notwithstanding that the Cost thereof is paid by a Participant. If any Participant, following the initial service connection, requests a change in service, or the amount of flow tributary to the connection point changes, requiring different Ancillary Service Facilities, all Costs associated with the installation of new Ancillary Service Facilities shall be paid by the Participant.

Section 4.4. Billing and Payment Dates. The County will mail each Participant a bill not later than the 5th day of each month covering sewer treatment provided during the previous month. Payment of bills is due on or before the 20th day of each month in which the bill is rendered.

ARTICLE V

Meters

Section 5.1. Sewer Service Meters. At each Participant connection to the Regional System each Participant shall be billed based on a separate meter or, if necessary and at the option of the County, through a separate battery of meters. Where a battery of meters is installed, the registrations of such meters shall be combined for billing purposes.

Section 5.2. Installation. Meters shall be furnished, installed, and removed only by the County at the sole cost of the Participant, and the County shall approve the location, type, and size of meter(s) to be installed. Where meters are installed upon the premises of a Participant, the Participant shall provide the County's representatives and employees free, reasonable, and safe access to the same by means of a utility easement.

Section 5.3. Maintenance. Meters will be maintained by the County at its expense insofar as ordinary wear is concerned, but damage to any meter caused by the Participant's facilities, operations, negligence, or carelessness or that of the Participant's own customers shall be paid by the Participant.

Section 5.4. Tests. All meters shall be accurately tested before installation. Meters will also be periodically tested in accordance with accepted practice, but not less than annually. The County may at any time remove any meter for routine tests, repairs, or replacement. The County shall upon request of a Participant, and if the Participant so desires, in the Participant's presence or that of the Participant's authorized representative, make, without charge, a test of the accuracy of the meter in use, provided the meter has not been tested by the County within a period of nine (9) months previous of such request, and that the Participant will agree to abide by the results of such test in the adjustment of disputed charges. A written report of the results of the test shall be furnished to the Participant. If the test results are acceptable, based on manufacturer's specifications and the meter has been tested within the previous nine (9) month period, the Participant shall pay the cost of the test.

Section 5.5. Error. Whenever a test of a meter reveals it to have an average error of more than three percent (3%), the County shall bill or refund to the Participant, as the case may be, such percentage of the amount reflected on bills covering the consumption indicated by the meter for the previous three (3) months, as the meter was found to be in error at the time of test, unless it can be shown to the satisfaction of the County that the error found had existed for a greater or lesser period, in which case the adjustment shall cover such actual period.

ARTICLE VI

Committees

Section 6.1. Oversight Committee. There is hereby established an Oversight Committee for the Project. Each Participant including the County shall appoint one representative and one alternate representative to represent them on the committee. The Oversight Committee shall meet at least once each quarter. The cost and expenses of the Oversight Committee shall be a Current Expense. The representatives shall be entitled to elect a chairman and vice chairman. The Oversight Committee is formed for the purpose of fostering communications between the Participants and the County. The committee shall:

- (i) Review and make recommendations relating to each Annual Budget and any capital project budget relating to Improvements;
- (ii) Review quarterly and end-of-year financial reports, each annual audit and annual inspection report of the County relating to the Sewer System;
- (iii) Request additional audits, inspections, and work when deemed necessary;
- (iv) Review the County's and each Participant's sewer rate structure and make recommendations as to funding of the Capital Replacement Reserve Fund to ensure that the County and/or Participant(s) is capable financially of making Improvements when needed to meet the needs of Participants;
- (v) Review expansion plans of each Participant and recommend to the Participant a system of fees that will be available for use by the County when Improvements are required by virtue of the Participant's expansion plans (it is the policy of the County to encourage each Participant to establish in its respective sewer ordinance a system of impact fees that not only address expansion of the Participant's collection system but also expansions to the Sewer System required by the collection system expansion);
- (vi) Recommend amendments to the Sewer Service Agreement, these Rules and Regulations, the County Sewer Use Ordinance, or any Participant's Sewer Use Ordinance;
- (vii) Make recommendations concerning expansion of the Sewer System and/or the Participant's Service Facilities including the verification of notification by the County to all Participants of a proposed Sewer System expansion;
- (viii) Attempt to settle disputes between the County and the Participants or between Participants;
- (ix) Otherwise encourage cooperation between the Participants and the County and the success of the Sewer System;
- (x) Report its findings and recommendations to the governing body of each Participant.

Section 6.2. Technical Review Committee. There is hereby established a Technical Review Committee comprised of the Participants. Each Participant including the County shall appoint a representative to the Technical Review Committee, which representative shall be the Participant's chief wastewater operations and maintenance officer. The Technical Review Committee may elect a chairman and a vice chairman and shall meet at least once in each fiscal year. The purpose of the Technical Review Committee shall be to:

- (i) Review and evaluate construction, operation, and maintenance of the Sewer System;
- (ii) Make recommendations as necessary for improvement of operation and maintenance of the Sewer System and delivery of services.

Upon adoption by a majority of the representatives on the Technical Review Committee, such recommendations shall be submitted to the County and the Oversight Committee in writing, and the County shall make appropriate response thereto in writing to the Technical Review Committee and Oversight Committee.

Northeast Brunswick Regional Wastewater Steering Committee Minutes
Leland Town Hall & Police Headquarters
Long Leaf Training Room
July 18, 2018
2 p.m.

Present:

Town of Leland

David Hollis, Town Manager
Niel Brooks, Assistant Town Manager
Brent Lockamy, Town Engineer
Lynn Vetter, Public Services Manager

Town of Navassa

J. R. McCann, Envirolink (on behalf of the Town of Navassa)

Brunswick County

Donald Dixon, Deputy Director-Wastewater Operations
Ann Hardy, County Manager
B. J. Heck, Instrumentation & Electrical Superintendent
Julie Miller, Director of Fiscal Operations
John Nichols, Director of Public Utilities
Kathy Walters, Administrative Assistant

Current Plant Operations

Current Plant Flows

John Nichols indicated significant flows over the last three months.

Quarterly Budget Analysis

John distributed the 4th quarter report (attached) prepared by Julie Miller. Revenues for Participant flow is 106%, Brunswick County flow is 220%; Capital and Replacement Expenditures are at 63%; Operating Expenditures are at 98%.

Budget

John indicated that the FY19 budget was distributed at the April meeting and reflects nothing out of the norm. The Budget to Actual with Encumbrances through June 30, 2018, was distributed (attached).

Operations Issues

Donald Dixon reported there have been no issues since the last meeting.

Participant Update

J. P. McCann was introduced.

Lynn Vetter reported that the force main and lift station are expected to be completed this year.

Other Business

Timber Lane Force Main Project

John Nichols report that the project should be going to bid in August with a fairly short construction period of 120 days and that an interlocal agreement will probably be needed with Leland.

Old Mill Road Force Main Project

John indicated there have been some delays due to railroad right-of-way issues.

Northeast Plant Expansion Project

John reported that McKim & Creed is moving forward. Basis of design 61%, SEPA 70%, force main 20%, preliminary design 20%.

Expansion Agreement for Funding Revised (Debt Service Amounts)

John shared that the County received an agreement from the Town of Leland but has not received the agreement from other Participants. John plans to follow up with an e-mail to Participants who have not submitted the agreement.

Flow Meters

John introduced B. J. Heck who does flow calibrations on flow meters. B.J. indicated that flow meter data is available if needed and that there are a couple of meters that have not been calibrated due to construction and will be getting back to them.

Rules and Regulations for Rendering Services

John indicated that requests have been made for future guidance and the Rules and Regulations appear to be the best place to incorporate the guidelines; the document was last updated in 2007.

John distributed a draft copy of the Policy Guidelines and Rules and Regulations for Rendering Sewer Service (attached). John reviewed the proposed changes as noted in the draft document (shown as red and blue in the document). He indicated that the big change is in the Capital Expense Components section and emphasized this section: Capital cost vs. system development section has been revised to reflect that any charges are not paid for out of Renewal and Replacement but those charges would be based on allocation. When expansion is needed, some guidance is provided including the need to start thinking about planning and design for

expansion when we reach 70% capacity 3 months within a calendar year; the State has allowed us to make improvements in transmission system because we have looked very closely at capacity in the plant). A decision will be made based on regulatory guidance, historical and anticipated future rates, and estimated design and construction schedules. The capacity expansion amount will be based on what is logical and must apply some type of growth rate. A comparison to future estimated usage with a peaking factor no less than 1.2. Our permit is based on the average for the month. Whenever we do an expansion the numbers don't work out perfectly – reallocate based on percentages of the expansion.

The Policy Guidelines and Rules and Regulations for Rendering Sewer Service document is a draft document and John requested input from Participants.

David Hollis asked for clarification regarding allocation. John indicated would be along the line of basing on percent of the expansion and not based on the total allocation.

John requested that any questions or comments be provided to him and they will be reviewed and at the next meeting will determine what to do.

John referenced the System Development Charges section and indicated that the language was more applicable to capital charges – bulk of language is what was already included.

David asked about charges for those who exceed allocation; John indicated this is not included in the document but is something that could be included but it could be included in a rate schedule.

David asked how soon comments back if a formal resolution would be needed – John indicated that comments regarding the draft document need to be provided to him prior the next meeting; Ann Hardy indicated that once the final version is finalized that a letter of support would be most welcome.

Quarterly Meeting Dates

John reminded Participants of upcoming meeting dates:

October 17, 2 p.m.: Leland Town Hall

January 16, 2019, 2 p.m.: Leland Town Hall

Respectfully submitted,
Kathy Walters
Administrative Assistant
Brunswick County Public Utilities

Northeast Brunswick Regional Wastewater Steering Committee Minutes
Leland Town Hall & Police Headquarters
Long Leaf Training Room
October 17, 2018
2 p.m.

Present:

Brunswick Regional Water & Sewer H2GO

Scott Hook, Engineering and Compliance

Bob Walker, Executive Director

Town of Leland

Niel Brooks, Assistant Town Manager

Brent Lockamy, Town Engineer

Lynn Vetter, Public Services Manager

Town of Navassa

Eulis Willis, Mayor

Brunswick County

Donald Dixon, Deputy Director-Wastewater Operations

John Nichols, Director of Public Utilities

Bob Tweedy, Senior Utility Manager-CIP/Infrastructure

Kathy Walters, Administrative Assistant

Current Plant Operations

Opening Remarks

John Nichols expressed that it is good to see everyone after Hurricane Florence.

Current Plant Flows

John indicated information was available but have to revisit due to meters losing power for a number of days; will try to get that information to Participants as soon as possible (10/24/2018 e-mailed participants).

Quarterly Budget Analysis

John indicated that revenues are about on track at 28% of projected revenues.

Budget

John shared that during the storm there were generator fuel costs.

Operations Issues

John indicated that there was no major damage at the plant as a result of the storm.

Donald Dixon expressed appreciation to Bob Walker for reaching out during the storm and to Mayor Willis – good communication from all throughout the storm.

Bob Walker shared that a tree came down on the meter at Sturgeon Creek but it is still operating (the County was aware).

Participant Update

Mayor Willis shared that the 4" force main line collapsed on Royster Road and that the contractor is to repair hopefully by this coming weekend; the gravity system is intact but getting a lot of inflow and infiltration (I&I).

Bob Walker indicated that everything is operational with some standby generators to be replaced.

Lynn Vetter thanked the County for fuel delivery and thanked H2GO and the County for cooperation and coordination throughout the storm and requested that if they need anything to let Leland know. Lift Station #10 – installation is at approximately 95% complete and the lift station is at approximately 98% complete (lift station itself is almost complete) and projects being operational in about 90 days; expect some draw down any day; Lynn indicated he will coordinate with Donald. Bob Walker asked if something can be done to see what effect it will have on downstream stations and provide baseline data. John indicated that can be done after online when flow is going there and requested that if there is anything specifically wanted to let the County know.

Niel Brooks shared that a Resolution is going before the Council on October 18 authorizing the Leland Town Manager to execute a Memorandum of Understanding (MOU) between Leland and the County for improvements to Lift Station #3 associated with the County's Timber Lane Force Main Replacement Project.

Other Business

Timber Lane Force Main Project

Bob Tweedy shared that the base contract was approved and contract documents are expected from Burnette Enterprises on October 18; hopes to schedule a walk through next week (Bob Walker asked if H2GO could be notified). Bob Tweedy shared that Leland would be invited to the preconstruction meeting and the Leland Board would consider and possibly approve the MOU on October 18. There is a construction schedule of 60 days. John indicated that, if the add alternate for work on Leland's pump station site is approved by Leland, the contract, with the add alternate, will go to the County Board probably at the first meeting in November (November 4).

Old Mill Road Force Main Project

John shared that progress is being made; waiting for encroachment agreement to be processed by NCDOT. This project will take H2GO flow out of Navassa system and take to force main on Navassa Road.

Northeast Plant Expansion Project

Bob Tweedy shared that there have been several meetings with the consultant. Thirty percent (30%) plans showing main processes have been submitted. Plans are to contact property owners within the next week or so concerning the off-site force mains. Bob Walker asked if a project schedule could be provided; John indicated that the schedule has not changed as presented by McKim & Creed; John will e-mail the project schedule to Participants (10/17/2018 e-mailed Participants). Regarding financing of the overall project, there have been no changes since April.

John shared that on October 16, the e-mail was forwarded to Participants that had been sent previously regarding the Interlocal Agreements; John requested that Participants let him know if they can get Board approval. Mayor Willis has talked with Local Government Commission.

Bob Walker shared that he sent an e-mail that allocation had changed to 715,000 in July for Leland and he indicated that their Board has limited expansion to within corporate limits; would now like 815,030 vs 1.5 mgd total capacity; he believes this is in line with what was in the 2011 WK Dickson report. John indicated that he will pass that on but the issue will be in providing an exact number; Bob Walker indicated that he was just rounding the number.

Rules and Regulations for Rendering Sewer Service – Any Comments

John reminded Participants that the Rules and Regulations were discussed at the last quarterly meeting and requested comments but does not recall receiving any. A majority of the revisions was rewording of some items. John will send an e-mail forwarding the draft Rules and Regulations to the Participants (10/17/2018 e-mailed Participants).

Miscellaneous

Lynn asked for clarification regarding system pressure advisories (boil water notices) in regard to if one came in effect for Brunswick Forest area. John responded that the County has a list of critical facilities and people (including wholesale customers); sometimes the County does a reverse 911 depending on number of customers affected. If the issue is within Lynn's system, it would be up to Leland to notify their customers; if right at meter where going in, the County would notify Lynn and Lynn may actually know before the County via his customers; the notice would actually have to come from Leland.

Quarterly Meeting Dates

John reminded Participants of the January meeting and shared meeting dates through January 2020 (2 p.m. Leland Town Hall):

January 16, 2019

April 17, 2019

July 17, 2019

October 16, 2019

January 15, 2020

Respectfully submitted,
Kathy Walters
Administrative Assistant
Brunswick County Public Utilities



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # IX. - 11.

From:
John Nichols, P.E.

Utilities - Shallotte Water Transmission Main Project Design
Services Agreement with Cape Fear Engineering

Issue/Action Requested:

Request that the Board of Commissioners approve a design services agreement with Cape Fear Engineering in the amount of \$268,125 for engineering services associated with the design of the Shallotte Water Transmission Main Project.

Background/Purpose of Request:

The Shallotte Water Transmission Main Project was included in the Capital Improvement Plan (CIP) in order to increase transmission capacity to areas of the county to the south and west of Shallotte and to provide redundancy to the existing single transmission main through Shallotte. The transmission main will begin east of Shallotte, near the intersection of Ocean Highway (US 17) and Red Bug Road, and will end west of Shallotte, near Booster Pumping Station No. 6 located on Washington Road. Several alignments will be evaluated for the transmission main which will be installed via a combination of open trenching and directional boring.

Design proposals were received from Cape Fear Engineering, Inc.; Dewberry; East Coast Engineering & Surveying, P.C.; Highfill Infrastructure Engineering, P.C.; McGill Associates, P.A.; McKim & Creed, Inc.; SEPI Engineering & Construction, Inc.; and WK Dickson & Company, Inc.

A final scope of work has been negotiated with Cape Fear Engineering that includes preliminary design, final design, geotechnical exploration, field reconnaissance, preliminary plans and specifications, preparation of all applicable permits, final plans and specifications, bidding assistance, recommendation of award, limited construction inspection, and construction administration.

Staff recommends approval of the proposed contract with Cape Fear Engineering in the amount of \$268,125.

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 \$270,000 designated for Shallotte Transmission Main to the project for award of design and engineering contract.

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve a design services agreement with Cape Fear Engineering in the amount of \$268,125 for engineering services associated with the design of the Shallotte Water Transmission Main Project.

ATTACHMENTS:

Description

- ▣ Utilities - Shallotte Water Transmission Main Agreement Cape Fear Engineering - Attach 1
- ▣ 20181203 Budget Amendment Shallotte Transmission Main
- ▣ 20181203 CPO Shallotte Water Transmission Main Project

This Agreement has been prepared for use with the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts). Their provisions are interrelated and a change in one may necessitate a change in the other.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

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

Brunswick County Public Utilities (“Owner”)

and

Cape Fear Engineering, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Shallotte Water Transmission Main (“Project”).

Engineer’s Services under this Agreement are identified in the attached Exhibit A.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services in accordance with the schedule outlined in Exhibit B.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction. If the actual time to complete construction exceeds the number of days indicated in Exhibit B through no fault of the Engineer, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 60 days of receipt. If Owner fails to make any payment due Engineer for undisputed services and expenses within 60 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving fourteen days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all undisputed amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its undisputed services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
- 1) upon fourteen days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon fourteen days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within fourteen days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the State of North Carolina.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to the following limitations: (1) any use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants and (2) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000, the total amount of compensation received by Engineer, or the total insurance benefit of Engineer's insurance policy(s), whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. By signing this contract, Engineer affirms they are not listed and will not utilize a consultant, vendor, contractor, or subcontractor listed on the Final Divestment List created by the State Treasurer pursuant to NCGS 143-6A-4, Iran Divestment Act Certification.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer in accordance with Exhibit B.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer a lump sum amount agreed to by a duly executed written instrument based on the format of Exhibit C to this Agreement.

8.01 *Exhibits Included*

- A. Engineer's Services
- B. Payment to Engineer for Services
- C. Amendment to Owner- Engineer Agreement

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

OWNER:

By: _____

Title: _____

Date Signed: _____

ENGINEER:

By: Perry Davis, PE, PLS

Title: President

Date Signed: _____

Engineer License or Firm's Certificate
Number: C-1621

State of: North Carolina

Clerk to the Board

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

Finance Director – Brunswick County

“Approved at to Form”

County Attorney Date

Address for giving notices:

Address for giving notices:

Cape Fear Engineering, Inc.
151 Poole Road Suite 100
Belville, NC 28451

Engineer's Services

The Professional Services Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

Introduction

The proposed project includes the design and permitting of approximately 25,000 LF of 24-inch waterline to connect from the existing 30" main near the intersection of Red Bug Road SW and Ocean Highway (northeast of Shallotte) to the existing 24" watermain at Booster Pump Station 6 on Washington Road (Southwest of Shallotte)

A1.01 Study and Report Phase

CFE will identify, evaluate, document, and provide preliminary construction costs for multiple (minimum of 3) potential routes. CFE will identify potential easement locations along each route and will consult with NCDOT and Shallotte concerning encroachments needed within rights-of-way.

CFE will prepare an overview map of the potential routes using latest digital aerial photos and other record data. The overview map will indicate existing utilities and potential easements. CFE will provide copies of map and routing study report to Brunswick County for review.

Based on Brunswick County review comments, the report and map will be revised and CFE will provide a final report summarizing findings and recommendations. CFE will recommend a preferred route. A preliminary opinion of probable cost will be included for the selected route.

A1.02 Wetlands Delineation

Once final route has been selected, CFE will utilize ECS Southeast to perform all wetland delineation tasks as well as obtain any soil and ground water testing deemed necessary to design, permit and construct this project. ECS Southeast will review available literature (USGS topographic maps, soil surveys, NWI mapping) to determine the potential for wetlands at this site. ECS Southeast will then conduct a pedestrian reconnaissance of the site to determine the approximate locations of the surface waters and wetlands.

A1.03 Geotechnical Investigation

Once final route has been selected, ECS Southeast will perform geotechnical field explorations which may include a combination of test borings, test pits, and other geophysical methods to characterize and classify existing soil conditions and groundwater conditions. ECS will provide laboratory testing and analysis as needed and will provide a detailed geotechnical report outlining their findings and recommendations. Recommendations will include dewatering, management of

unsuitable materials encountered in utility trenches, utility bedding, utility backfill, and pavement patching.

A1.04 *Survey*

CFE's in house survey team will be responsible for all surveying tasks needed to complete the design, obtain permits, and provide construction layout data to the contractor. The survey will contain sufficient detail for use in pursuing and obtaining all necessary permits including all NCPWS, NCDOT, USACE and NCDEQ permits. The survey will show all existing utilities located within the project area with the location based on information from the affected utility.

A1.05 *Preliminary Design Phase*

Utilizing the existing conditions survey, CFE will develop a preliminary design routing of the new waterline clearly indicating any easements or properties that need to be acquired to construct the project. CFE will submit at least three copies of the completed preliminary design to Brunswick County for review, and resolve all written comments submitted by County staff in a timely manner. CFE will also coordinate with NCDOT and Shallotte during this phase of design as required.

A1.06 *Permitting*

Based on project coordination with various regulatory authorities, CFE will determine which permits are required for construction of the proposed water main, which may include, but is not limited to NCDOT encroachment, NCPWS Construction Permits (Water Permit including Engineering Report), NCDEQ Storm Water, NCDEQ and Sedimentation and Erosion Control.

A1.07 *Permit Fees*

CFE will be responsible for all permit fees. A budget for permit fees has been included; however, CFE will only bill for actual amount of permit fees required for this project.

A1.08 *Wetland Permitting*

ECS will be responsible for determining requirements for U.S. Army Corps of Engineers and DWQ Section 404 Permits. CFE and ECS Southeast will prepare and submit all permit applications and supporting documentation, including permit fees, needed to the appropriate agency, and will resolve any regulatory comments in consultation with County staff while securing all required permits. Once all permits are in hand, Issued For Construction plans and specifications will be produced.

A1.09 *Easement Maps*

Upon final approval of the preliminary design, CFE's survey department will prepare the necessary survey maps for any easements required to construct the project with the compliance from the local zoning officer, Brunswick County Planning Department and Register of Deeds. CFE's survey department will determine any easements or properties that will need to be acquired and will prepare survey and easement maps and/ or plat maps suitable for recording. It is anticipated that 20 easement maps will be needed.

A1.10 *Final Design Phase*

After receiving the County's approval of the preliminary design, CFE will finalize the design of the

water main project. These tasks will include developing plans and specifications for the project that conform to Brunswick County Technical Specifications and Standard Details, NCPWS, NCDOT's Shallotte's and NCDEQ's minimum design standards. The County and CFE will jointly determine the approach that will secure the best bids and meet the project deadlines. The final Brunswick County Front End Documents, County Technical Specifications (supplemented as needed with additional technical specifications), and design plans will be submitted to Brunswick County Staff for review and approval. CFE will ensure front end documents form a technically complete package without conflicts and overlaps. Once CFE receives approval of the final design and resolution of any outstanding comments, an engineering cost estimate for project construction will be provided to County Staff. Once all permits are in hand, Issued For Construction plans and specifications will be produced.

A1.11 *Bidding and Negotiating Phase*

Once all required construction permits have been obtained and County Staff has approved all plans and specifications, the project will be advertised for bid. CFE will be responsible for plans and project specification distribution to online plan rooms during the bidding process. CFE will respond to contractor questions regarding the plans and specifications, evaluate substitutions, and issue clarifications and addenda as needed. CFE will conduct the pre-bid meeting, open the contractor bids, and certify the bids in accordance with Brunswick County purchasing ordinances and the State of North Carolina Procurement Standards and make award recommendation to the Board of Commissioners in addition to providing hard copy contract documents. CFE will consult with Brunswick County on acceptability of contractors, suppliers and manufacturers and assist in negotiations with the contractors.

A1.12 *Construction Phase*

CFE will conduct the pre-construction conference and monthly progress meetings as required and assist the County in determining milestone completion dates. During the construction process, CFE will respond to any technical questions related to the design or specifications raised by the contractor such as Requests for Information. Issuance of change orders, punch lists along with review of test data, maintenance and operating instructions, and review of the guarantees and bonds will be performed by CFE. CFE will also review and approve shop drawings, required submittal reviews and review and approve pay request applications submitted by the contractor for accuracy prior to forwarding the pay requests to County Staff. CFE will perform periodic inspections in consultation with the County Inspector required to validate the conformance to the issued permits and prepare Engineering Certifications for the project.

A1.13 *Post-Construction Phase*

CFE will prepare and submit final as-built record drawings per County specifications at the conclusion of the project in both paper and electronic format. CFE will also submit the appropriate engineering certifications to Brunswick County and NCPWS as required. In addition, CFE will also visit the project regularly to monitor any deficiencies in the work and facilitate any discussions with the Owner and Contractor to obtain recommendations for correction or replacements for non-compliant items, if any. A final inspection prior to the end of the warranty period will be performed by CFE to identify and report any items requiring action by the contractor. Any warranty work

performed by the contractor will be inspected by CFE to ensure compliance with the contract documents.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

Any items not specifically outlined above.

(for use with E-520)

This is **EXHIBIT B**, consisting of _____ pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, _____.

Payments to Engineer for Services
Basic Services – Lump Sum

The Professional Services Agreement is supplemented to include the following agreement of the parties.
Compensation for Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services as follows:

1. A Lump Sum amount based on the following estimated distribution of compensation:

	<u>Amount</u>	<u>Duration</u>
a. Study and Report Phase	<u>\$29,300</u>	<u>60 days</u>
b. Wetlands Delineation	<u>\$5,500</u>	
c. Wetland Permitting	<u>\$6,500</u>	
d. Geotechnical Investigation	<u>\$8,500</u>	
e. Survey	<u>\$51,200</u>	<u>60 days</u>
(Wetlands Delineation and Geotechnical work to be performed concurrent with Survey work)		
f. Preliminary Design Phase	<u>\$46,825</u>	<u>60 days</u>
g. Permitting	<u>\$38,700</u>	<u>90 days</u>
h. Permit Fees	<u>\$3,500</u>	
i. Easement Maps	<u>\$15,000</u>	
<u>(Assume 20 @\$750 / each)</u>		
j. Final Design Phase	<u>\$23,450</u>	<u>30 days</u>
k. Bidding and Negotiating Phase	<u>\$8,450</u>	<u>60 days</u>
l. Construction Phase	<u>\$19,050</u>	<u>320 days</u>
m. Post-Construction Phase	<u>\$12,150</u>	<u>45 days</u>
Basic Services Total*	<u>\$268,125</u>	<u>725 days</u>

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
5. The date for project completion shall be determined by adding the above noted Total Duration, also known as the "Time for Completion" to the Effective Date of the agreement.

(for use with E-520)

This is **EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: Brunswick County
- c. Engineer: Cape Fear Engineering
- d. Project: Shallotte Water Transmission Main

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

Brunswick County

By: _____

By: _____

Title: Chairman
Board of Commissioners

Title: _____

Date
Signed: _____

Date Signed: _____

Clerk to the Board

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

Finance Director – Brunswick County

Request Info	
Type	Budget Amendment
Description	Shallotte Transmission Main
Justification	Board Meeting 12/3/2018-Transfer \$270,000 designated for Shallotte Transmission Main to the project for award of design and engineering contract with Cape Fear Engineering.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
419800	398661	Interfund Trans Water Cap Rsv	Trans Frm Water Fund	-270000	Decrease	Debit
419800	464330	Interfund Trans Water Cap Rsv	Shallotte	-270000	Decrease	Credit
418288	398661	Shallotte Transmission Main	Trans Frm Water Fund	270000	Increase	Credit
418288	464001	Shallotte Transmission Main	Arch/Engnrg/Legal	270000	Increase	Debit

Total	
Grand Total:	0

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

**Shallotte Water Transmission Main Project
(418288)**

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

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

Water Capital Projects Fund:

Revenues:

Transfer from Water Fund

270,000

Total Water Capital Project Revenues

\$ 270,000

Expenditures:

Arch/Eng/Legal

270,000

Total Water Capital Project Expenditures

\$ 270,000

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

Current Funds Appropriated

\$ 270,000

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

Contribution to Capital Project Fund

\$ 270,000

Section 4. This Capital Project Ordinance shall be entered into the minutes of the December 3, 2018 meeting of the Brunswick County Board of Commissioners.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # IX. - 12.

From:

John Nichols, P.E.

Utilities - Demolition and Removal of Two Elevated Steel Water Tanks Agreement with D.H. Griffin Companies, Inc.

Issue/Action Requested:

Request that the Board of Commissioners approve the selection of D. H. Griffin Companies, Inc., for the demolition and removal of two elevated steel water tanks located in Carolina Shores and Bolivia.

Background/Purpose of Request:

The tanks and accessory buildings have not been in operation for a number of years and are currently in poor condition.

The county is in the process of transferring the Carolina Shores tank property to the Town of Carolina Shores. The tank and associated accessory buildings need to be removed prior to the transfer.

Proposals for demolition and removal of the tanks were requested from a number of contractors and the following three proposals were obtained:

D. H. Griffin \$53,700
Southern Corrosion \$57,232
LCM \$106,000

Staff recommends selection of D. H. Griffin Companies, Inc., in the amount of \$53,700.

Fiscal Impact:

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

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the selection of D. H. Griffin Companies, Inc., for the demolition and removal of two elevated steel water tanks located in Carolina Shores and Bolivia.

ATTACHMENTS:

Description

- Utilities - Water Tank Demolition and Removal Proposals - Attach 1



D. H. GRIFFIN COMPANIES, INC.

2840 Highway 421 North, Wilmington, N.C. 28401

Page 1 of 2

November 8, 2018

RE: Brunswick County Water Tanks

Based upon our site inspection and verbal description DH Griffin Wrecking Company, Inc. (DHG) proposes the following scope of services:

1. Provide necessary labor, equipment, materials and insurance to perform work.
2. The demolition of (1) water tower located at 122 James Street, Bolivia, NC:
 - 1) Tank will be failed, processed and removed down to existing concrete foundation
 - See attached drawing for approximate clearing required
 - Clearing will be completed by the County prior to demolition
 - Once project is awarded DHG can better specify clearing limits
 - 2) Utilities will be disconnected by the County prior to demolition
 - 3) Tanks will be drained by the County prior to demolition
 - 4) All work will be performed by Lead Awareness trained employees
3. The demolition of (1) water tower located off Country Club Drive, Carolina Shores NC:
 - 1) Tank will be failed, processed and removed down to existing concrete foundation
 - See attached drawing for approximate clearing required
 - Clearing will be completed by the County prior to demolition
 - Once project is awarded DHG can better specify clearing limits
 - 2) Utilities will be disconnected by the County prior to demolition
 - 3) Tanks will be drained by the County prior to demolition
 - 4) All work will be performed by Lead Awareness trained employees
4. Demolish and Remove (3) Buildings associated with the Carolina Shores Water Tower
 - 1) Structures will be demolished to 3' below grade
 - 2) This price is based on being awarded the Water tower demolition
5. DH Griffin Wrecking retains all salvage rights.
6. Price excludes:
 - 1) Disconnection, capping, relocation, or rerouting of utilities unless otherwise stated above
 - 2) Removal of Hazardous Materials unless otherwise stated above
 - 3) Erosion Control, Tree Protection, Backfill, Fine Grade, and/or Seeding/Sod
 - 4) Removal of any Underground Utilities or Components
 - 5) Local permits – County to provide

TEL (910) 763-2797 FAX (910) 763-4421



D. H. GRIFFIN COMPANIES, INC.

2840 Highway 421 North, Wilmington, N.C. 28401

Page 2 of 2

DHG will perform the above listed scope of work for the sum of:

Bolivia Water Tower as stated above	\$24,200.00
Carolina Shores Water Tower as stated above	\$24,200.00
Carolina Shores Buildings as stated above	\$ 5,300.00

If any clarification is needed, please contact me at 910-443-2616

Note: This proposal may be withdrawn by DHG if not accepted within 30 days.

Sincerely,

Jenny Radford

We hereby exclude the following: Responsibility for locating and marking utilities within the demolition limits; protection of utilities not marked within the limits of demolition; shoring and bracing of structures to remain; cost of performance and payment bonds; removal and disposition of any hazardous or asbestos materials except those items, if any, which are described and itemized above, whether concealed or not.

All payments are due and payable as noted. Whenever retainage is required to be withheld, upon completion of D.H. Griffin Wrecking Company, Inc.'s (DHG) scope of work (contract or subcontract) DHG will issue an invoice for work performed and a separate final invoice for retainage. All retainage is to be paid in full no later than (90) days from date of invoice. The undersigned further agrees to pay to D.H. Griffin Wrecking Company Inc., a reasonable attorney's fee if the obligation evidenced hereby collected by an attorney-at-law after maturity. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

PLEASE SIGN, DATE AND RETURN ORIGINAL

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are **authorized** to perform the work as specified. Payment will be made as outlined above.

Signature

Name and Title

Date of Acceptance



738 Thelma Road Roanoke Rapids, NC 27870
Phone: (800) 828-0876 Fax: (252) 535-3215
www.tankcare.net

PROPOSAL

Date: 7/26/18

Proposed Submitted To:

Brunswick County

Project & Job Location:

**Elevated Tank
Carolina Shores NC**

Southern Corrosion Inc. agrees to provide all the labor, equipment, and materials needed to complete the following:

1. Remove all steel associated with the tank referenced above, down to the top of the existing concrete footings.
2. All scrap to be retained by contractor.
3. Customer to supply a source of water within 300' of the tank. An active fire hydrant is preferred, but an available source with high pressure is acceptable.
4. No pipes will be capped nor concrete foundations removed.
5. Owner will cover or de-energize power lines within 20' of the tank.
6. The tank is to be drained and any antennas services (radio, cell, etc.) removed by others prior to our crew's arrival.

**Thirty One Thousand Nine Hundred dollars and -----
xx/100**

Total - \$31,900.00

All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from specifications quoted involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry sufficient property insurance. Southern Corrosion Inc. will supply workman's compensation insurance, general insurance, builders risk insurance, and pollution liability insurance.

Southern Corrosion Inc.

Pricing Good For: **30 Days** Payment Terms: **Net 30 days**

Acceptance of Proposal – The above price, specifications, and conditions are satisfactory and are hereby accepted. Southern Corrosion Inc. is hereby authorized to do work as specified. Please sign date below and email or fax a copy back to our office.

Authorized Signature & Title:

Print Name:

Date of Acceptance:



738 Thelma Road Roanoke Rapids, NC 27870
Phone: (800) 828-0876 Fax: (252) 535-3215
www.tankcare.net

PROPOSAL

Date: **7/23/2018**

Proposed Submitted To:

Brunswick County

Project & Job Location:

**50,000 Gallon Elevated Tank
Bolivia, NC**

Southern Corrosion Inc. agrees to provide all the labor, equipment, and materials needed to complete the following:

1. Remove all steel associated with the tank referenced above, down to the top of the existing concrete footings.
2. All scrap to be retained by contractor.
3. Customer to supply a source of water within 300' of the tank. An active fire hydrant is preferred, but an available source with high pressure is acceptable.
4. No pipes will be capped nor concrete foundations removed.
5. Owner will cover or de-energize power lines within 20' of the tank.
6. The tank is to be drained and any antennas services (radio, cell, etc.) removed by others prior to our crew's arrival.

**Twenty Five Thousand Three Hundred Thirty Two dollars and -----
----- xx/100**

Total - \$25,332.00

All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from specifications quoted involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry sufficient property insurance. Southern Corrosion Inc. will supply workman's compensation insurance, general insurance, builders risk insurance, and pollution liability insurance.

Southern Corrosion Inc.

Pricing Good For: **30 Days** Payment Terms: **Net 30 days**

Acceptance of Proposal – The above price, specifications, and conditions are satisfactory and are hereby accepted. Southern Corrosion Inc. is hereby authorized to do work as specified. Please sign date below and email or fax a copy back to our office.

Authorized Signature & Title:

Print Name:

Date of Acceptance:

LCM, INC.
1875 Old Millcreek Rd. S.E.
Winnabow, N.C. 28479
910-253-5620

TO: Brunswick Co. Utilities
P.O. Box 249
Bolivia, N.C. 28422

ATTN: Margaret

From: Tony Rogers

DATE: August 16, 2018

RE: Water Tower Quotes

Carolina Shores water tower:

1. Furnish all materials, equipment and labor for dismantling water tower.

Quote: \$58000.00

Bolivia water tower:

1. Furnish all materials, equipment and labor for dismantling water tower.

Quote: \$48000.00



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # X. - 1.

From:

Andrea White

FEMA Individual Assistance Update (Robert K. Spence,
FEMA Division Supervisor)

Issue/Action Requested:

Request that the Board of Commissioners receive an update from FEMA on individual assistance claims related to Hurricane Florence.

Background/Purpose of Request:

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners receive an update from FEMA on individual assistance claims related to Hurricane Florence.

ATTACHMENTS:

Description

- ▣ FEMA Update Presentation

Recovery Update



Since the federal disaster declaration for Hurricane Florence, Brunswick County residents have received more than \$42.4 million in state and federal funds:

- Nearly \$6.7 million in state and federal grants have gone to nearly 1,800 homeowners and renters.
- More than 1,000 flood insurance claims have been filed. An estimated \$18 million in claims have been paid to date.
- As of Nov. 16, nearly \$17.7 million in U.S. Small Business Administration low-interest disaster loans have been approved for 438 homeowners and 41 businesses.

Recovery Update



Individual Assistance

- As of Nov. 19, 6,738 home inspections have been issued. Nearly 100 percent of home inspections have been completed.
- Transitional Sheltering Assistance is an option using participating hotel/motels to help survivors identify short or long-term housing solutions.
 - Current number of households checked in: 16.
- Brunswick County has been approved for FEMA Direct Temporary Housing Assistance. Travel trailers and manufactured housing units may be provided for eligible applicants.
- The Disaster Recovery Center for Brunswick County is located at the Virginia Williams Event Center, Odell Williams Auditorium, 150 College Road NE in Bolivia and is open from 9 a.m. to 6 p.m. Monday through Saturday. It opened Sept. 29 and has assisted 1,646 visitors.



Recovery Update

Disaster Survivor Assistance

- DSA has had more than 7,700 interactions with survivors.
- As of Nov. 19, there are two DSA crews working in Brunswick County.

Public Assistance

- Brunswick County was approved for assistance to local governments for debris removal and emergency protective measures Sept. 14 and permanent work Oct. 12.
- As of Nov. 19, 41 Requests for Public Assistance were received and 35 approved to date. An applicant briefing was held Oct. 15



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # X. - 2.

From:

Andrea White

U.S. Small Business Administration, Office of Disaster Assistance (Ly Eldridge, Public Affairs Specialist)

Issue/Action Requested:

Request that the Board of Commissioners receive a presentation from the U.S. Small Business Administration, Office of Disaster Assistance, regarding the SBA disaster assistance loan program.

Background/Purpose of Request:

Ms. Ly Eldridge, Public Affairs Specialist, Office of Disaster Assistance, has been assigned to perform community outreach regarding the SBA disaster assistance loan program for disaster survivors of Hurricane Florence.

Ms. Eldridge requested an opportunity to provide information on the deadline extension and answer any questions about the SBA disaster assistance loan program.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners receive a presentation from the U.S. Small Business Administration, Office of Disaster Assistance, regarding the SBA disaster assistance loan program.

ATTACHMENTS:

Description

- ☐ NC 15696 Presidential Fact Sheet
- ☐ FS 051 Why It's Important to Return the SBA Loan Application Fact Sheet



U.S. Small Business
Administration

U.S. SMALL BUSINESS ADMINISTRATION FACT SHEET - DISASTER LOANS

NORTH CAROLINA Declaration 15696 & 15697 (Disaster: NC-00099)

Incident: HURRICANE FLORENCE

occurring: September 7 - 29, 2018

in the North Carolina counties of: **Anson, Beaufort, Bladen, Brunswick, Carteret, Chatham, Columbus, Craven, Cumberland, Duplin, Durham, Greene, Guilford, Harnett, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Moore, New Hanover, Onslow, Orange, Pamlico, Pender, Pitt, Richmond, Robeson, Sampson, Scotland, Union, Wayne and Wilson**; for economic injury only in the contiguous North Carolina counties of: **Alamance, Cabarrus, Caswell, Dare, Davidson, Edgecombe, Forsyth, Franklin, Granville, Martin, Mecklenburg, Montgomery, Nash, Person, Randolph, Rockingham, Stanly, Stokes, Tyrrell, Wake and Washington**; and for economic injury only in the contiguous South Carolina counties of: **Chesterfield, Dillon, Horry, Lancaster and Marlboro**

Application Filing Deadlines:

Physical Damage: December 13, 2018 Economic Injury: June 14, 2019

If you are located in a declared disaster area, you may be eligible for financial assistance from the U. S. Small Business Administration (SBA).

What Types of Disaster Loans are Available?

- Business Physical Disaster Loans – Loans to businesses to repair or replace disaster-damaged property owned by the business, including real estate, inventories, supplies, machinery and equipment. Businesses of any size are eligible. Private, non-profit organizations such as charities, churches, private universities, etc., are also eligible.
- Economic Injury Disaster Loans (EIDL) – Working capital loans to help small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private, non-profit organizations of all sizes meet their ordinary and necessary financial obligations that cannot be met as a direct result of the disaster. These loans are intended to assist through the disaster recovery period.
- Home Disaster Loans – Loans to homeowners or renters to repair or replace disaster-damaged real estate and personal property, including automobiles.

What are the Credit Requirements?

- Credit History – Applicants must have a credit history acceptable to SBA.
- Repayment – Applicants must show the ability to repay all loans.
- Collateral – Collateral is required for physical loss loans over \$25,000 and all EIDL loans over \$25,000. SBA takes real estate as collateral when it is available. SBA will not decline a loan for lack of collateral, but requires you to pledge what is available.

What are the Interest Rates?

By law, the interest rates depend on whether each applicant has Credit Available Elsewhere. An applicant does not have Credit Available Elsewhere when SBA determines the applicant does not have sufficient funds or other resources, or the ability to borrow from non-government sources, to provide for its own disaster recovery. An applicant, which SBA determines to have the ability to provide for his or her own recovery is deemed to have Credit Available Elsewhere. Interest rates are fixed for the term of the loan. The interest rates applicable for this disaster are:

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Home Loans	2.000%	4.000%
Business Loans	3.675%	7.350%
Non-Profit Organizations	2.500%	2.500%

Economic Injury Loans		
Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Businesses & Small Agricultural Cooperatives	3.675%	N/A
Non-Profit Organizations	2.500%	N/A

What are Loan Terms?

The law authorizes loan terms up to a maximum of 30 years. However, the law restricts businesses with credit available elsewhere to a maximum 7-year term. SBA sets the installment payment amount and corresponding maturity based upon each borrower's ability to repay.

What are the Loan Amount Limits?

- **Business Loans** – The law limits business loans to \$2,000,000 for the repair or replacement of real estate, inventories, machinery, equipment and all other physical losses. Subject to this maximum, loan amounts cannot exceed the verified uninsured disaster loss.
- **Economic Injury Disaster Loans (EIDL)** – The law limits EIDLs to \$2,000,000 for alleviating economic injury caused by the disaster. The actual amount of each loan is limited to the economic injury determined by SBA, less business interruption insurance and other recoveries up to the administrative lending limit. EIDL assistance is available only to entities and their owners who cannot provide for their own recovery from non-government sources, as determined by the U.S. Small Business Administration.
- **Business Loan Ceiling** – The \$2,000,000 statutory limit for business loans applies to the combination of physical, economic injury, mitigation and refinancing, and applies to all disaster loans to a business and its affiliates for each disaster. If a business is a major source of employment, SBA has the authority to waive the \$2,000,000 statutory limit.
- **Home Loans** – SBA regulations limit home loans to \$200,000 for the repair or replacement of real estate and \$40,000 to repair or replace personal property. Subject to these maximums, loan amounts cannot exceed the verified uninsured disaster loss.

What Restrictions are there on Loan Eligibility?

- **Uninsured Losses** – Only uninsured or otherwise uncompensated disaster losses are eligible. Any insurance proceeds which are required to be applied against outstanding mortgages are not available to fund disaster repairs and do not reduce loan eligibility. However, any insurance proceeds voluntarily applied to any outstanding mortgages do reduce loan eligibility.
- **Ineligible Property** – Secondary homes, personal pleasure boats, airplanes, recreational vehicles and similar property are not eligible, unless used for business purposes. Property such as antiques and collections are eligible only to the extent of their functional value. Amounts for landscaping, swimming pools, etc., are limited.
- **Noncompliance** – Applicants who have not complied with the terms of previous SBA loans may not be eligible. This includes borrowers who did not maintain flood and/or hazard insurance on previous SBA loans.

Note: Loan applicants should check with agencies / organizations administering any grant or other assistance program under this declaration to determine how an approval of SBA disaster loan might affect their eligibility.

Is There Help with Funding Mitigation Improvements?

If your loan application is approved, you may be eligible for additional funds to cover the cost of improvements that will protect your property against future damage. Examples of improvements include retaining walls, seawalls, sump pumps, etc. Mitigation loan money would be in addition to the amount of the approved loan, but may not exceed 20 percent of total amount of physical damage to real property, including leasehold improvements, and personal property as verified by SBA to a maximum of \$200,000 for home loans. It is not necessary for the description of improvements and cost estimates to be submitted with the application. SBA approval of the mitigating measures will be required before any loan increase.

Is There Help Available for Refinancing?

- SBA can refinance all or part of prior mortgages that are evidenced by a recorded lien, when the applicant (1) does not have credit available elsewhere, (2) has suffered substantial uncompensated disaster damage (40 percent or more of the value of the property or 50% or more of the value of the structure), and (3) intends to repair the damage.
- **Businesses** – Business owners may be eligible for the refinancing of existing mortgages or liens on real estate, machinery and equipment, up to the amount of the loan for the repair or replacement of real estate, machinery, and equipment.
- **Homes** – Homeowners may be eligible for the refinancing of existing liens or mortgages on homes, up to the amount of the loan for real estate repair or replacement.

What if I Decide to Relocate?

You may use your SBA disaster loan to relocate. The amount of the relocation loan depends on whether you relocate voluntarily or involuntarily. If you are interested in relocation, an SBA representative can provide you with more details on your specific situation.

Are There Insurance Requirements for Loans?

To protect each borrower and the Agency, SBA may require you to obtain and maintain appropriate insurance. By law, borrowers whose damaged or collateral property is located in a special flood hazard area must purchase and maintain flood insurance. SBA requires that flood insurance coverage be the lesser of 1) the total of the disaster loan, 2) the insurable value of the property, or 3) the maximum insurance available.

Applicants may apply online, receive additional disaster assistance information and download applications at <https://disasterloan.sba.gov/ela>. Applicants may also call SBA's Customer Service Center at (800) 659-2955 or email disastercustomerservice@sba.gov for more information on SBA disaster assistance. Individuals who are deaf or hard-of-hearing may call (800) 877-8339. Completed applications should be mailed to U.S. Small Business Administration, Processing and Disbursement Center, 14925 Kingsport Road, Fort Worth, TX 76155.



Nov. 2, 2018
DR-4393-NC NR 051
Media Contact: (256) 454-3863

Fact Sheet

Why It's Important to Return the SBA Loan Application

RALEIGH, N.C. – Survivors of Hurricane Florence who apply for disaster assistance from FEMA may be contacted by the U.S. Small Business Administration with information on how to apply for a disaster loan.

SBA offers low-interest disaster loans to businesses of all sizes, private nonprofit organizations, homeowners and renters. Next to insurance, SBA low-interest disaster loans are the primary source of funds for real estate property repairs and replacing contents destroyed during Hurricane Florence.

Homeowners may borrow up to \$200,000 from SBA to repair or replace their primary residence. Homeowners and renters may borrow up to \$40,000 to repair or replace personal property. Businesses may borrow up to \$2 million for any combination of property damage or economic injury.

There's no obligation to accept a disaster loan, but survivors may miss out on the largest source of federal disaster recovery funds if they don't submit an application.

These disaster loans cover losses not fully compensated by insurance or other resources. Survivors should not wait for an insurance settlement before submitting an SBA loan application. They may discover they were underinsured for the labor and materials required to repair or replace their home. An SBA low-interest disaster loan can cover the gap.

If survivors have not settled with their insurance agency, SBA can make them a loan for the full amount of their losses. They can then use their insurance proceeds to reduce or pay off the SBA loan.

By law, both FEMA and SBA cannot duplicate benefits of other agencies or organizations.

If applicants don't qualify for a loan, SBA will refer them back to FEMA and they could be considered for other FEMA grants under Other Needs Assistance.

Examples of Other Needs Assistance that do not depend on completing the SBA application include:

- Disaster-related medical and dental expenses.
- Disaster-related funeral and burial expenses.
- Increased cost of child-care expenses.
- Miscellaneous items, such as smoke detectors and weather radios.
- Other serious disaster-related needs not covered by insurance or other sources.

Some types of ONA that do require an SBA loan application include:

- Personal property replacement.
- Moving and storage fees.
- Financial help with disaster-caused vehicle repair or replacement expenses.

In planning their recovery, survivors should give themselves the widest possible set of options. Submitting the application makes it possible to be considered for additional grants, and if they qualify for a loan they will have that resource available if they choose to use it.

Information about low-interest SBA disaster loans, application forms, and where to get help with an application are available online at [SBA.gov/disaster](https://www.sba.gov/disaster). Survivors may also call **800-659-2955** or **800-877-8339** (TTY) or email DisasterCustomerService@sba.gov. Applicants may [Apply Online for Disaster Loan Assistance](#), or at any disaster recovery center.

The centers serve as one-stop shops for survivors who need one-on-one help. Survivors can visit any center for assistance. To find center locations and current hours, download the [FEMA mobile app in English](#), the [FEMA mobile app in Spanish](#), the [ReadyNC app](#), or visit [FEMA.gov/DRC](https://www.fema.gov/DRC). SBA has staff at all centers to provide one-on-one assistance to homeowners, renters and businesses of all sizes.

You can watch an online video in American Sign Language that explains the [Reasons to Apply for an SBA Loan](#).

For more information on North Carolina's recovery from Hurricane Florence, visit ncdps.gov/Florence and [FEMA.gov/Disaster/4393](https://www.fema.gov/Disaster/4393). Follow us on Twitter: [@NCEmergency](#) and [@FEMARegion4](#).

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Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

From:
John Nichols, P.E.

Action Item # X. - 3.

Utilities - George W. Burke Jr. Safety, Collection System Operator of the Year, Water Distribution System Operator of the Year AWWA Awards (John Nichols, Director of Public Utilities)

Issue/Action Requested:

Request that the Board of Commissioners receive the George W. Burke, Jr., Safety Award from the North Carolina American Water Works Association and the North Carolina Water Environment Association (NC AWWA-WEA) presented to Brunswick County Public Utilities at the recent annual conference and recognize Bobby Faircloth, AWWA Collection System Operator of the Year Award recipient, and Adam Sellers, AWWA Water Distribution System Operator of the Year Award recipient.

Background/Purpose of Request:

The NCAWWA-WEA recognized Brunswick County with the George W. Burke, Jr., Safety Award for establishing an active and effective safety program in wastewater facilities that accurately collects and reports injury data. The documented and illustrated safety program and safety record of the facility for the preceding calendar year are the primary criteria for the award. Matt Smith and B. J. Heck have been instrumental in providing weekly safety programs and ensuring that the department's safety training needs are met.

Bobby Faircloth received the 2018 Collection System Operator of the Year Award. This award is given to that individual who has contributed much to the successful operation and maintenance of sewage collection systems. Bobby has served the citizens of Brunswick County in water/wastewater collections and distribution for twenty (20) years. He consistently receives praise from his customers, local towns, his peers, and his supervisors for his knowledge, willingness to assist other utilities, and quick response to requests. Bobby has received recognition from the Vacuum System Manufacturer, Air-Vac, for his operations and maintenance of the Sunset Beach, Caswell Beach, and Town of Northwest vacuum systems. Air-Vac refers other clients to our system to view the facility and meet with Bobby to discuss operation and maintenance concerns.

Adam Sellers received the 2018 Distribution System Operator of the Year Award. Adam has spearheaded several new maintenance programs within the department and we consistently receive calls from customers thanking Adam for assisting with problems and to compliment him on his hard work and professionalism. Adam is currently Operator in Responsible Charge of the Distribution system, holds a North Carolina Grade A-Distribution Certification, Cross-Connection Certification, and multiple other certifications. He is a 17-year veteran of the Department and was instrumental in re-establishing water service to Boiling Spring Lakes, Southport, and Oak Island during Hurricane Florence.

County staff recommends that the Board of Commissioners accept the George W. Burke, Jr., Safety Award and honor the employees for their hard work and dedication required to achieve the award.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 3, 2018

Action Item # XI. - 1.

From:
Andrea White

Brunswick County Board of Commissioners Board Seat
Assignments for Calendar Year 2019

Issue/Action Requested:

Request that the Board of Commissioners appoint members to fill the Calendar Year 2019 Board Seat listing.

Background/Purpose of Request:

The 2018 Board Seat listing and a draft 2019 listing are attached for reference. The Fire Commission was dissolved on August 20, 2018 and therefore does not appear on the 2019 listing.

Please note that MPO and RPO TAC members, including alternates, must file annual ethics forms by April 15. Reappointing members who have already filed may be able to file a "no change" form and can participate prior to the filing deadline under the current approved filing. Forms may be filed electronically on the NC State Ethics Commission website:

https://ethics.ncsbe.gov/sei/blankForm.aspx?type=MPO_RPO

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners appoint members to fill the Calendar Year 2019 Board Seat listing.

ATTACHMENTS:

Description

- 2018 Board Seat Listings
- DRAFT 2019 Board Seat Listings

BRUNSWICK COUNTY BOARD OF COMMISSIONERS BOARD SEATS
2018

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

*Not expiring

BRUNSWICK COUNTY BOARD OF COMMISSIONERS BOARD SEATS
2019

<u>BOARD NAME</u>	<u>COMMISSIONER</u>	<i>(Currently Serving)</i>
Brunswick Business & Industry Development	Chairman _____ Vice-Chairman _____	<i>(Williams)</i> <i>(Thompson)</i>
Brunswick-Columbus International Park	Chairman _____	<i>(Williams)</i>
Cape Fear Council of Government	Commissioner _____	<i>(Thompson)</i>
Cape Fear RPO Transp. Advisory Committee	Commissioner <u>Frank Williams*</u> (expires end of 2019) Commissioner _____ Commissioner _____ (Alternate)	 <i>(Forte)</i> <i>(Thompson)</i>
Grand Strand MPO Transp. Advisory Committee	Commissioner _____ <i>(Sykes)</i> / Alternate _____ <i>(Dixon)</i> Commissioner _____ <i>(Thompson)</i> / Alternate _____ <i>(Pages)</i>	
Greater Wilmington Metro Transp. Advisory Committee	Commissioner _____ Commissioner _____ (Alternate)	<i>(Williams)</i> <i>(Forte)</i>
Health & Human Services Advisory Board	Commissioner _____	<i>(Sykes)</i>
Juvenile Crime Prevention Council	Commissioner _____	<i>(Forte)</i>
Local Emergency Protection Committee	Commissioner _____	<i>(Cooke)</i>
Lower Cape Fear Water and Sewer Authority	Commissioner _____	<i>(Williams)</i>
Trillium Regional Board	Commissioner _____	<i>(Sykes)</i>
Southeastern Economic Development Commission	Commissioner _____	<i>(Cooke)</i>

*Not expiring

Updated 12/03/2018