

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
January 21, 2020
6:00 PM

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Adjustments/Approval of Agenda

IV. Public Comments

V. Approval of Consent Agenda

1. Administration - Designation of Proxy to Serve as Alternate for Grand Strand MPO Transportation Advisory Committee
Request that the Board of Commissioners designate Helen Bunch to replace Marc Pages an additional alternate on the Grand Strand MPO Transportation Advisory Committee (GSATS).
2. Administration - Resolution in Support of the Wilmington Rail Realignment Project
Request that the Board of Commissioners approve a resolution supporting the Wilmington Rail Realignment Project.
3. Administration - Southeastern Community & Family Services, Inc. Grant Application
Request that the Board of Commissioners receive a proposed Community Services Block Grant Application from Southeastern Community & Family Services, Inc., and provide input if applicable.
4. Administration - Surplus Property Offers for Upset Bid Process
Request that the Board of Commissioners accept, subject to the upset bid process, offers that have been submitted for surplus parcels that meet the value parameters previously established by the Board.
5. Board Appointment - Fireman's Relief Fund Trustees
Request that the Board of Commissioners consider approving the nomination of Brenda Reeves as the Local Fireman's Relief Fund Trustee representing Sunset Harbor/Zion Hill Fire Department.
6. Board Appointment - Nursing Home & Adult Care Home Community Advisory Committee - District 4 and Two At-Large
Request that the Board of Commissioners make the following reappointments to the Nursing Home & Adult Care Home Community Advisory Committee:
 - Mr. John Walz to the District 4 seat for a 3-year term expiring February 1, 2023
 - Ms. Colleen Combs to an At-Large seat for a 3-year term expiring February 1, 2023
 - Ms. Ashley Wells to an At-Large seat for a 3-year term expiring February 18, 2023
7. Board Appointment - Voluntary Agricultural District
Request that the Board of Commissioners consider the recommendation from Cooperative Extension to appoint Mr. James "Jim" C. Stanaland to the Voluntary Agricultural District Board.
8. Clerk to the Board - Meeting Minutes

Request that the Board of Commissioners approve the draft minutes from the December 16, 2019 Regular Meeting.

9. County Attorney - Avalon Phase 8 and 9 Deed of Dedication

Request that the Board accept the Deed of Dedication for water and sewer infrastructure for Avalon Phases 8 and 9 (Lots 311-344).

10. County Attorney - Declaration of Surplus Property

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

11. County Attorney - Easement Agreement to Provide Sewer

To approve the attached easement agreement over parcels 244FE00114 and 244FF001, which grants Brunswick County the ability to provide sewer service once sewer lines are installed and dedicated.

12. County Attorney - St. James MF5-Cottage Woods, Lots 1-36 Deed of Dedication

Consider accepting the Deed of Dedication for water and sewer infrastructure in St. James MF5-Cottage Woods, Lots 1-36.

13. Emergency Services - LP 15 Product Service Agreement

Request that the Board of Commissioners approve the 4 year warranty and product service agreement for our LP-15 Cardiac Monitor/Defibrillators.

14. Finance - Brunswick Transit System Memorandum of Understanding

Request that the Board of Commissioners ratify the County Manager's approval of the Memorandum of Understanding with Brunswick Transit as required under the Rural Operating Assistance Program for agencies receiving pass through funds and FY19 Application with DOT funding of \$270,451.

15. Finance - Fiscal Items

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

-Budget Amendment and Capital Project Ordinance Ash Waccamaw Multiuse Building

Transfer \$11,000 from the County Capital Reserve undesignated funds to Ash Waccamaw Multi-use Facility project for initial site work and future surveying.

-Budget Amendment to promote the 2020 Census

Transfer \$15,000 from Commissioner's Contingency to Management Information Services special project to accomplish the goal of reaching out and promote the 2020 Census to ensure everyone is counted.

-Budget Amendment Boiling Spring Lakes Low Pressure Sewer System Contribution

Transfer \$185,820 from the Wastewater Capital Reserve designated to the Wastewater Administration Capital Outlay project for the Brunswick County contribution to the Boiling Spring Lakes low pressure sewer system line extension approved as part of the current Capital Improvement Plan budget.

-Budget Amendment and Capital Project Ordinance Airport Grant 36244.58.11.2

Appropriate \$1,356 of NCDOT revenues for grant 36244.58.11.2 and transfer \$151 of associated local match to the grant for Oak Island property taxes owed, but not included in closing costs.

-Financial Reports for December 2019 (unaudited)

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

16. Governing Body - Regular Meeting Schedule FY 2020-2021
Request that the Board of Commissioners adopt the Regular Meeting schedule for FY 2020-2021.
17. Operation Services - Debris Management Plan Update
Request that the Board of Commissioners approve the updated Disaster Debris Plan for Brunswick County.
18. Operation Services - Demolition of Old Concession Stand at Leland Park
Request that the Board of Commissioners approve demolition of the old concession stand at Leland Park.
19. Operation Services - Tip Fee Exemption Request
Request that the Board of Commissioners approve a tip fee exemption request at the Brunswick County Landfill for NC United Methodist Camp & Retreat Ministries.
20. Operation Services - Transfer Station Repairs
Request that the Board of Commissioners approve the proposal from Dewberry Engineers Inc. (Dewberry) for the design and construction management of repairs needed to the existing transfer station.
21. Parks & Recreation – Smithville Park Concession Stand/ Restroom Building
Request that the Board of Commissioners approve proposal agreement with Smith-Carolina Corporation in the amount of \$93,500 for a concession stand/restroom building for Smithville Park.
22. Sheriff's Office Detention Center - SCAAP Grant Acceptance
Request that the Board of Commissioners accept the BJA FY 19 State Criminal Alien Assistance Program grant in the amount of \$10,167. Award will be used to assist in detention center salaries.

VI. Administrative Report

1. Administration - Approval of Request for Representation on the Cape Fear Public Transportation Authority (Randell Woodruff, County Manager)
Request that the Board of Commissioners consider approval of a letter requesting Brunswick County representation on the Cape Fear Public Transportation Authority (WAVE Transit).
2. Administration - Federal Legislative Goals (Randell Woodruff, County Manager)
Request that the Board of Commissioners consider approving a resolution adopting Federal Legislative Goals for 2020-2021.
3. Tax Administration - Resolution Authorizing Tax Collector to Direct Execution to Sheriff (Jeff Niebauer, Tax Administrator)
Request the Board of Commissioners approve the resolution authorizing the Brunswick County Tax Collector to direct execution against personal property to the Sheriff.
4. Utilities - 211 Water Treatment Plant Filter Construction Budget Amendment (John Nichols, Director of Public Utilities)
Request that the Board of Commissioners approve a budget amendment for \$1.2 million to fund the construction costs for five (5) replacement Evoqua filters at the

211 WTP.

5. Utilities - Cape Fear River Locks and Dams (John Nichols, Public Utilities Director)

Request that the Board of Commissioners receive information on the Cape Fear River Locks and Dams.

6. Utilities - Grinder Pump Maintenance Policy Amendment (Donald Dixon, Deputy Director-Wastewater Operations)

Request that the Board of Commissioners approve an amendment to the existing Grinder Pump Maintenance Policy allowing the county to assume maintenance responsibility for commercial duplex grinder pump systems with permitted flows between 1,680 and 15,000 gpd and changes to verbiage within the policy to better align with existing North Carolina Department of Environmental Quality (NCDEQ) guidance, terminology and County standards.

7. Utilities - Shallotte Water Transmission Main Contract Amendment Cape Fear Engineering and Associated Budget Amendment (John Nichols, Director of Public Utilities)

Request that the Board of Commissioners approve budget amendment and authorize the Chairman and Clerk to the Board to approve the contract amendment with Cape Fear Engineering in the amount of \$38,500 for engineering services associated with the design of the Shallotte Water Transmission Main.

VII. Other Business/Informal Discussion

VIII. Adjournment



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

From:
Andrea White

Action Item # V. - 1.

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

Issue/Action Requested:

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

Background/Purpose of Request:

At the February 5, 2018 meeting, the Board of Commissioners designated Marc Pages to serve as an additional alternate on the Grand Strand MPO Transportation Advisory Committee. At that time, Kirstie Dixon was serving as the alternate for both Commissioner Sykes and Commissioner Thompson in the event they were unable to attend the GSATS meetings.

Ms. Dixon has asked that Helen Bunch be appointed as an alternate to replace Marc Pages as she is very involved with transportation planning.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

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

ATTACHMENTS:

Description

- 2020 Board Seat Assignment - DRAFT to add Helen Bunch GSATS

BRUNSWICK COUNTY BOARD OF COMMISSIONERS BOARD SEATS
2020

Board Name	Commissioner
Brunswick Business & Industry Development	Chairman (Frank Williams) Vice-Chairman (Randy Thompson)
Brunswick-Columbus Industrial Park	Chairman (Frank Williams)
Cape Fear Council of Government	Mike Forte
Cape Fear Rural Planning Organization Transp. Adv Committee	Frank Williams ¹ / Mike Forte ² Randy Thompson (alternate) ²
Grand Strand MPO Transportation Advisory Committee	Pat Sykes / Randy Thompson Kirstie Dixon/ Helen Bunch (alternates)
Greater Wilmington Metro Transportation Advisory Committee	Frank Williams Mike Forte (alternate)
Health & Human Services Advisory Board	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

¹ Expires end of 2021 (appointed 2019 – 2-year term)

² Expires end of 2020 (appointed 2018 – 2-year term)



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

From:
Andrea White

Action Item # V. - 2.

Administration - Resolution in Support of the Wilmington Rail Realignment Project

Issue/Action Requested:

Request that the Board of Commissioners approve a resolution supporting the Wilmington Rail Realignment Project.

Background/Purpose of Request:

On June 18, 2018, the Board of Commissioners approved a letter of support for the City of Wilmington's application for a grant from the Federal Railroad Administration for their Rail Realignment Project. In June 2019, the Wilmington Rail Realignment Project was announced as a recipient of up to \$2 million in grant funds under the Federal Railroad Administration's Consolidated Rail Infrastructure and Safety Improvement grant program. The NCDOT's Board of Transportation approved \$250,000 in matching funds in October 2019, with an additional \$250,000 in matching funding expected in the subsequent fiscal year.

The City of Wilmington is now requesting that surrounding towns and counties consider a resolution supporting the Wilmington Rail Realignment project for the benefits of environmental sustainability, improved commuting times, public safety, quality of life, enhanced freight movement and economic development.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve a resolution supporting the Wilmington Rail Realignment Project.

ATTACHMENTS:

Description

- Resolution Supporting the Wilmington Rail Realignment Project

County of Brunswick
Office of the County Commissioners



RESOLUTION SUPPORTING THE WILMINGTON RAIL REALIGNMENT PROJECT FOR THE BENEFITS OF ENVIRONMENTAL SUSTAINABILITY, IMPROVED COMMUTING TIMES, PUBLIC SAFETY, QUALITY OF LIFE, ENHANCED FREIGHT MOVEMENT AND ECONOMIC DEVELOPMENT

WHEREAS, the City of Wilmington has worked with local, regional, state, federal and private partners in the conceptualization of the Wilmington Rail Realignment Project; and

WHEREAS, on June 17, 2017 Wilmington City Council accepted the Wilmington Rail Realignment and Right of Way Use Alternatives Feasibility Study which found no fatal flaws to the project, and supported continued development of the project; and

WHEREAS, on June 12, 2019 the Wilmington Rail Realignment Project was announced as a recipient of up to \$2 million in grant funds under the Federal Railroad Administration's Consolidated Rail Infrastructure and Safety Improvements grant program; and

WHEREAS, the North Carolina Department of Transportation's Board of Transportation approved during their October 2019 meeting \$250,000 in matching funds, with an additional \$250,000 in matching funding expected in the subsequent fiscal year; and

WHEREAS, the City of Wilmington is expected to commence work pursuant to the National Environmental Policy Act in the first half of 2020; and

WHEREAS, the development of the Wilmington Rail Realignment Project promotes environmental sustainability in nearby communities along the corridor; and

WHEREAS, the Wilmington Rail Realignment project would provide new options for the movement of goods while also enhancing mobility and public safety for the region; and

WHEREAS, the improvements associated with the Wilmington Rail Realignment Project will stimulate regional investment and economic development opportunities.

NOW, THEREFORE BE IT RESOLVED, that the Brunswick County Board of Commissioners supports the furtherance of the Wilmington Rail Realignment Project to provide the region of southeast North Carolina with a solid foundation for transportation on which growth and future prosperity can be built.

BE IT FURTHER RESOLVED that the County of Brunswick will explore the potential for future collaboration and partnership with the City of Wilmington on the Rail Realignment Project.

This the 21st day of January, 2020.

Frank Williams, Chair
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

From:
Andrea White

Action Item # V. - 3.
Administration - Southeastern Community & Family Services,
Inc. Grant Application

Issue/Action Requested:

Request that the Board of Commissioners receive a proposed Community Services Block Grant Application from Southeastern Community & Family Services, Inc., and provide input if applicable.

Background/Purpose of Request:

Southeastern Community & Family Services, Inc. submitted a copy of their proposed Community Services Block Grant Application and requested that the Board provide input regarding the programs they plan to operate in the coming year. They also requested that the Clerk complete the Documentation of Submission form and return to them.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners receive a proposed Community Services Block Grant Application from Southeastern Community & Family Services, Inc., and provide input if applicable.

ATTACHMENTS:

Description

- Letter from Southeastern Community & Family Services
- CSBG Grant Application FY 2020-2021
- Documentation & Submission Form
- Southeastern Community & Family Services Brochure



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HAND DELIVERED

December 18, 2019
Mr. Randell Woodruff, County Manager
Brunswick County
30 Government Center Dr. NE
Bolivia, NC 28422
Re: CSBG Grant Application FY 2020-2021

Dear Woodruff

Enclosed please find a copy of our proposed CSBG refunding application for the program year 2020-2021. Please note a copy will be hand delivered with a stamped self-addressed envelope for the Commissioners to review and/or comment. Also please find the form, "Documentation of Submission to County Commissioners" to be completed by the Clerk to the Board and returned in the stamped, self-addressed envelope provided for your convenience or it can be e-mailed to jacobka@scfsnc.com no later than February 10, 2020.

The objective of our program is to ensure that families within our service areas participate in activities designed to assist them in moving from dependence to stability and ultimately to self-sufficiency through employment or better employment. The data in the work program provides a scope for services that will be provide in the seven counties served by SCFS' CSBG program: Bladen, Brunswick, Columbus, Hoke, Pender, Robeson, and Scotland.

As a stakeholder, it is important that we receive input from local governments, such as yourself, regarding the programs we plan to operate in the upcoming program year. We are requesting that you submit any comments, questions, or suggestions from the County Commissioners, again by February 10, 2019.

I look forward to your input and thank you in advance.

Sincerely,

Kathleen Lowe Jacobs, MSW
CSBG Program Director

Enclosures

**Community Services Block Grant Program
Fiscal Year 2020-21 Application for Funding
One-Year Work Program
OEO Form 212**

Section I: Project Identification				
1. Project Name:	Family Empowerment Self-Sufficiency (FESS)			
2. Mission Statement:	To improve and empower the lives of the people we serve.			
4. Objective Statement:	To assist 117 families, obtain self-sufficiency with income above the 125% federal poverty guidelines by June 30, 2021			
5. Project Period:	July 1, 2020 to June 30, 2021 Plan Year 3 of 3			
6. CSBG Funds Requested for this Project:	July 1, 2020	To	June 30, 2021	\$1,235,409
7. Total Number Expected to Be Served:	286			
a. Expected Number of New Clients	166			
b. Expected Number of Carryover Clients	120			

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

Section II: One-Year CSBG Program Objective and Activities				
Identified Problem	Service or Activity	Outcome Expected	NPIs (List all NPIs applicable to activity)	Position Title(s)
Five counties of the seven counties poverty rate in our service area is higher than the NC state average. Poverty continues to keep the fiercest grip on our communities and a growing number of people in our service area are living in neighborhoods of concentrated poverty which restricts access to jobs, education and other networks that can improve their financial standing.	To provide comprehensive services in fiscal year 2020-2021 to 286 low income families designed to enable them to achieve self-sufficiency and informed of available resources in the community.	286 families enrolled in the FESS program by June 30, 2021	4.1	Program Director CSBG Manager Case Manager II/ROMA Compliance Officer (RCO) Case Managers Administrative Assistant

	<p>To provide effective and efficient delivery of services by the following: Utilize NC Care 360 in service areas available</p> <ul style="list-style-type: none"> • Collect and share data on current sources with staff for use with clients. Provide regular training (individual and group). • Prepare and issue PSAs announcing services. • Notify local service agencies to make referrals. <ul style="list-style-type: none"> • Participate in Community Service Block Grant (CSBG) advisory committee meetings to inform other agencies of services and remain abreast of other community services available to clients. <ul style="list-style-type: none"> • Distribute brochures to clients, faith-based organizations, human service organizations, businesses and community at large. 	<p>286 families enrolled in the FESS program by June 30, 2021</p>	<p>4.1</p>	<p>Program Director CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant</p>
<p>Low wealth individuals face restrictions on information, resources, and networks that are available that can improve their financial standing.</p>	<p>To provide case management services to low wealth individuals to enable them to achieve self-sufficiency. Utilize NC Care 360 in participating counties</p> <ul style="list-style-type: none"> • Recruit 166 eligible applicants • Assess each client 	<p>To provide comprehensive case management services to 286 families by June 30, 2021.</p>	<p>4.1</p>	<p>Program Director CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant</p>

	<ul style="list-style-type: none"> • Prepare development plan. • Make referrals and advocate for needs <ul style="list-style-type: none"> • Follow up on referrals • Coordinate services • Re-assess needs on quarterly basis <ul style="list-style-type: none"> • Follow up on progress • Coach and mentor clients, offer informal life skills and problem solving skills. • Provide training • Facilitate group support • Maintain accurate records 			
<p>Primary barrier to individuals and families attaining self-sufficiency is the lack of jobs with a livable wage, job stability, and a need for job training.</p>	<p>To provide employment training and opportunities for low wealth participants to achieve self-sufficiency and assist with 75 families in securing employment and/or better employment through Workforce Development, local businesses and industries, temporary services and military among others to include pre-employment training, conducting job development, providing job referrals, vocational education and training, internships, on-the-job training, job readiness training to develop soft skills, provide</p>	<p>55 participant families will obtain employment and 20 will obtain better employment by June 30, 2021.</p>	<p>1.1 1.1 A 1.1 B</p>	<p>CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant</p>

	employment maintenance and support, and establish working relationships with local job placement providers.			
	To provide direct employment support to 55 participants by assisting with uniforms, work clothes, tools, childcare, transportation, and certifications	55 participant families will receive employment supports by June 30, 2021	1.2 (A-L) 1.3 2.1 A 2.1 B	CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant
The 15% to 31% range in our service area of the population having less than a high school diploma and those achieving degrees for higher education in our service area still indicate a pressing need for basic and continuing adult education in each county. Education/Training is needed	To provide educational services to participants to lead to self-sufficiency: <ul style="list-style-type: none"> • Basic skills • Residual education and literacy • General Educational Diploma program • High school options • Other vocational and educational training • Community College • College/University 	20 participant families will complete education/training by June 30, 2021	1.2 C	CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant
	To provide direct educational support to 20 participants by assisting with tuition, books, childcare, transportation, uniforms, and supplies	20 participants will receive educational supports by June 30, 2021	1.2 (A-G)	CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant

<p>Low incomes lead to substandard or unaffordable housing. Hurricanes Matthew and Florence's impact damaged or destroyed low-income housing/apartments. The lack of affordable housing has hindered relocation efforts for many. Affordable housing or better housing is needed</p>	<p>To assist 20 families in accessing standard, affordable housing through home ownership, home improvement, rental housing, and retirement/nursing homes, Veteran Affairs, private sector owners and builders, Habitat for Humanity, faith-based organizations, tribal grants, Section 8, and others. Utilize NC Care 360 in service area that are utilizing database</p>	<p>20 participant families will secure stand housing by June 30, 2021</p>	<p>1.2 H 3.2 C 6.4E</p>	<p>CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant</p>
<p>Lower incomes impact all facets of life that creates a vicious circle for many families which creates a greater need for financial resources. Lower incomes impact all facets of life that creates a vicious circle for many families which creates a greater need for financial resources. (Unemployment, underemployment, medical bills due to lack of insurance, and lack of medical care or preventive medical contributes to poor nutrition)</p>	<p>To provide financial literacy workshops to support self-sufficiency. Training topics may include budgeting effectively, managing resources, couponing, managing a checking and savings account, etc. (Note: The number represents one workshop per county per quarter).</p>	<p>28 financial workshops will be conducted for family participants by June 30, 2021</p>	<p>1.3 (D-G)</p>	<p>CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant</p>
	<p>To assist 286 families in analyzing finance and prepare a budget using the Accountable Results for Community Action program (AR4CA) budget form</p>	<p>286 families will have a budget completed by June 30, 2021</p>	<p>1.3</p>	<p>CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant</p>
	<p>To assist eligible family members and/or their dependents in</p>	<p>5 family participants or more will be assisted with</p>	<p>4.1</p>	<p>CSBG Manager Case Manager II/RCO Case Managers</p>

	accessing benefits through programs such as Social Security, Veteran Administration, pension, etc. as needed.	accessing benefits if qualified by June 30, 2021.		Administrative Assistant
Lack of health insurance has been shown to be associated with problems obtaining health care, and the unemployed are less likely to have health insurance than their employed counterparts. With no health insurance, individuals more likely delay or not receive needed prescriptions, eye exams, preventive medical visits, dental exams, etc. and eat poorly. Health (Mental and Physical), Wellness and Nutrition are needed.	To provide wellness and nutritional supportive services to 100 low wealth participants to enable them to achieve self-sufficiency and to strengthen families to include health care, medical care, eye exam, glasses, dental care, mental health, and supplemental food. Link client's healthcare.gov for affordable insurance	100 family participants will receive health, wellness, and/or nutritional services by June 30, 2021.	1.2 G 6.3 6.4 D	CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant
	To assist customers in accessing life skills classes to reduce stress such as conflict resolution, parenting and community relations through entities such as county cooperative extension offices and through in-house training.	20 family participants will receive life skill classes by June 30, 2021.	4.1	CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant
	To assist customers in accessing nutrition programs such as Women Infants & Children, Food stamps, US Department of Agriculture Commodities, and school breakfast/lunch programs, and others.	60 family participants will receive nutritional support and/or referrals by June 30, 2021	1.2 I 4.1 6.2 6.4 F	CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant

<p>In rural communities, public transportation is very limited. According to the case study "Resolving the Transportation Problem in a Rural Community", individuals with limited income struggles with acquiring reliable transportation to and from work as well as to medical appointments and to school to continue their education. Transportation accessibility or better transportation As stated in the brief by the NC Department of Justice, research shows elevated levels of crime, higher stress level, and more emotional problems. The communities also face problems with high child-abuse and neglect rates, drug abuse, and adolescent and teen pregnancies. Community Awareness on Prevention of Crime/Violence, Alcohol/Substance/Drug Abuse, available resources in the community for our youth ages 13-18 and Teenage Pregnancy is needed.</p>	<p>To provide transportation assistance for employment support, education/training support, and medical support such as gas, bus tickets if available, and small car repairs.</p>	<p>40 family participants will transportation support by June 30, 2021.</p>	<p>1.2 F</p>	<p>CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant</p>
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<p>As stated in the brief by the NC Department of Justice, research shows elevated levels of crime, higher stress level, and more emotional problems. The communities also face problems with high child-abuse and neglect rates, drug abuse, and adolescent and teen pregnancies. Community Awareness on Prevention of Crime/Violence, Alcohol/Substance/Drug Abuse, available resources in the community for our youth ages 13-18 and Teenage Pregnancy is needed.</p>	<p>To provide 12 community awareness workshops/seminars /town hall meetings for family participants and the community at large on the prevention of crime/violence, child abuse , teenage pregnancy, opioid crisis (Alcohol/Substance/ Drug Abuse), and other topics as important to the specific community or county</p>	<p>12 community awareness workshops/seminars will be conducted by June 30, 2021.</p>	<p>2.3 3.2</p>	<p>Program Director CSBG Manager Case Manager II/RCO Case Managers Administrative Assistants</p>
	<p>To provide 4 youth leadership mini-weeklong enrichment camps in Bladen, Columbus, Robeson and Scotland counties on leadership, teenage pregnancy, nutrition and wellness, education, employment, financial management, crime prevention, social and cyber bullying, and social etiquette.</p>	<p>70 family participants will complete the Youth Leadership Enrichment Camp</p>	<p>6.3</p>	<p>Program Director CSBG Manager Case Manager II/RCO Case Managers Administrative Assistants</p>

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

Section III: Program Administration and Operations						
Administration, Services, Operations Outcome Expected	Position Title(s)	Implementation Schedule				
		First Quarter	Second Quarter	Third Quarter	Fourth Quarter	
Follow-Ups: Maintain regular contacts with clients to assess progress; assist with case management plan, and budget revisions, as needed. Use AR4CA to capture data.	CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant	7/20-9/20	10/20-12/20	1/21-3/21	4/21-6/21	
Compliance: Monitor staff performance to ensure compliance with contracted performance, efficiency, and outcome measures as well as viability of goals, objectives, and activities through onsite visits, review of AR4CA, and review papers maintained in the center with emphasis on documentation of customer eligibility at time of enrollment and outcomes achieved.	Program Director CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant	7/20-9/20	10/20-12/20	1/21-3/21	4/21-6/21	
Reporting: Submit monthly reports to the CSBG Manager and Program Director	Program Director CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant	7/20-9/20	10/20-12/20	1/21-3/21	4/21-6/21	
Prepare and submit required reports and documents to the Chief Executive Officer, Board of Directors, and Office of Economic Opportunity as well as other reports that are required, including the Annual Report.	Program Director CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant	7/20-9/20	10/20-12/20	1/21-3/21	4/21-6/21	
Statistical Performance: Evaluate outcomes, contact time, and case load to ensure staff are meeting the targets identified in the work program. General quarterly statistical reports and share data with appropriate personnel	Program Director CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant	7/20-9/20	10/20-12/20	1/21-3/21	4/21-6/21	
Public Events: Develop calendar of events throughout service area and ensure staff participation to publicize program. Develop partnerships and obtain agreements with agencies throughout the service area.	Program Director CSBG Manager Administrative Assistant	7/20-9/20	10/20-12/20	1/21-3/21	4/21-6/21	

<p>Conduct closing activities "Graduation Ceremony" for participants who successfully complete the FESS program.</p>	<p>Program Director CSBG Manager Case Manager II/RCO Case Managers Administrative Assistant</p>				<p>4/21- 6/21</p>

**Community Services Block Grant Program
Fiscal Year 2020-21 Application for Funding
One-Year Work Program
OEO Form 212 (continued)**

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

All CSBG grantees operating self-sufficiency projects are required to enter program targets in Table 1. Please refer to *Performance Measures and Outcomes Definitions* on page 7 of the Fiscal Year 2020-21 CSBG Application Instructions. If your agency operates more than one project, you will also need to complete Table 2 on the following page and also enter specific program targets. There should be one table of outcome measures per project.

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

**Community Services Block Grant Program
 Fiscal Year 2020-21 Application for Funding
 One-Year Work Program
 OEO Form 212 (continued)**

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

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

**Community Services Block Grant Program
Fiscal Year 2020-21 Application for Funding
Monitoring, Assessment and Evaluation Plan**

1. Describe the role and responsibilities of the following in the assessment and evaluation of agency programs.
 - a. Board of Directors: The Board of Directors is responsible for monitoring, assessment, and evaluation of rules and regulations governing agency operation as well as the progress of each program under its authority. The Board sets the policies and approves the criteria used in the review process. Many of the functions are delegated to agency staff as the board must rely on staff for programmatic as well as fiscal information. The program and finance committees are utilized to evaluate the effectiveness of the programs and recommend any changes they deem necessary to service delivery to the full Board of Directors.
 - b. Low-Income Community: Our eight Advisory Councils (AC) have a membership composed entirely of representatives from low-income neighborhoods in our service area. Though the agency's service is currently divided into sixteen districts, we have only nine Advisory Councils as they are attached to a CSBG Neighborhood Center (NSC); however, some NSCs represent more than one district, who have representation on the Advisory Council attached to the NSC nearest them. The breakdown is as follows: Bladen – 1AC; Brunswick NSC-1 AC; Columbus (Whiteville NSC) - 1AC; Hoke NSC – 1 AC; Lumberton NSC – 1 AC; Pender NSC – 1 AC; Red Springs NSC - 1 AC; Scotland NSC-1 AC. These Advisory Councils serve as the listening posts for their respective communities. They receive information from program participants and the general public, and pass the information on to the Board of Directors through their district representative, each of whom holds a seat on the Board of Directors.
 - c. Program Participants: Program participants help assess and evaluate effectiveness by participating in community meetings and through interaction with their case manager. We also have a survey form available for completion by willing participants. This input helps us to evaluate the effectiveness of the programs and services provided.
 - d. Others: Others who have input in the assessment and evaluation of agency programs include landlords, local business owners, former participants, faith-based organizations personnel, and local government officials. They take part in this process both through informal visits and community meetings as well as at the formal public hearing held at the beginning of our planning cycle for the multi-year plan. We also gather input from them as we make contacts on behalf of customers. They know that we welcome their ideas and suggestions concerning how to better work together for those in need in our community.
2. Describe the systematic approach for collecting, analyzing and reporting customer satisfaction data to the Board of Directors. Customer satisfaction surveys are made available to customers for completion through computers set up at each Neighborhood Service Center for customer use. Survey Monkey is used for collecting the data. Reports are generated and the data received is analyzed and presented to the Board of Directors annually through the publication of the agency's annual report.
3. Describe how administrative policies and procedures are monitored by the Board of Directors. The Board of Directors, Executive, and Personnel Committees meets with the Chief Executive Officer, Deputy Director of Human Resource and Operations, and other key staff periodically to review and to revise if necessary our administrative policies and procedures. Documents they review include, but are not limited to, our policies and procedures and information received from the attorney who has reviewed this document at least every 2 years. They also review the Agency By-Laws and Fiscal Policies and Procedures Manual. They listen to recommendations as well as make their own recommendations for improvement. Once the revised documents are compiled, the full Board of Directors considers them and either accepts the recommendation of the committees, or asks for further study. It is not a quick process, but it is a thorough process of which the Board of Directors has the final say.
4. Describe how the Board acts on monitoring, assessment and evaluation reports. The Board of Directors receives these reports in advance of regularly scheduled Board meetings. At the meetings, they question, discuss, and where approval is needed, vote to approve or disapprove. Occasionally they will ask for an item to be tabled until additional information is

presented to them. Our Board is very active in monitoring, assessing and evaluating what we do, and take their action on these reports seriously.

5. Describe the Board's procedure for conducting the agency self-evaluation. Our Board uses reports from the various departments to assess the overall impact on the communities we serve. Whenever any Board member thinks there is an area of need on his or her respective community, the concern is brought to the whole Board for consideration. It is not at all uncommon for the Board to direct the Chief Executive Officer to instruct staff to investigate the situation and potential ways to work with the community to address it within the parameters of the contractual restrictions.

6. Summarize the results of the Board's most recent self-evaluation. Describe how the information has been or will be used to develop the agency's next Strategy for Eliminating Poverty. Indicate the timeframe and planned activities for the next evaluation. The Board of Directors participates in intensive training annually and conducts a self-evaluation. Utilizing this information, the Board of Directors have committed to continuing to work through established committees based on the experience and expertise of the Board members to ensure that the agency remain viable and compliant with all applicable federal and state guidelines. The Board has taken an in-depth look at the agency's infrastructure. The Board of Directors and staff conducted a community assessment to re-evaluate the needs of the community in June of 2017 and will conduct a new in-depth assessment to be completed by June 30, 2020. This 2017 report has been updated to reflect current statistics and has been used to ensure that the services being provided will meet the needs of the customers and enable the agency to meet its goal of elimination poverty for 117 families during this three-year cycle. The Board of Directors has also committed to participate in an ongoing training process to ensure that all Board members are fully knowledgeable and aware of the guidelines that govern the operation of this organization.

**Community Services Block Grant [CSBG]
Documentation of Submission to County Commissioners**

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

Instructions: This form is to be completed and notarized by the Clerk to the Board.

Agency Name: Southeastern Community and Family Services

County: Brunswick

Date of Application Submission: 12/20/2018

[Note: This application should be submitted to the County Commissioners at least thirty [30] days prior to application submission to the Office of Economic Opportunity [OEO]. The grant application is due to OEO **February 14, 2020**.

Clerk to the Board should initial all items below.

- The agency submitted a complete grant application for Commissioner review.
- The Clerk to the Board will be responsible for assuring that the application is distributed to the Commissioners.
- Commissioners' comments provided those to the agency. (If applicable)

Clerk to the Board

Date

Notary

Date

FAMILY EMPOWERMENT SELF-SUFFICIENCY PROJECT (FESS)

The Family Empowerment Self-Sufficiency Project, known as FESS, is a comprehensive case management program with a long range goal of helping remove families from poverty and funded through the Community Service Block Grant (CSBG).

FESS is not designed to pay utility, rent, or any other kind of bills, though occasionally enrolled families may receive limited amounts of assistance to help stabilize the family. We rely heavily on faith-based and other charitable organizations for direct assistance payments in the interim. Our goal is to provide empowering activities such as working with the families as they determine their goals and work out their own plan of action for attaining them.

Our greatest strength is in helping remove obstacles that prevent our enrollees from getting the jobs or the housing or the education/skills they need to achieve success. We network with all other resources in our service area, working together with them through FESS Teams.

Each county has a FESS Team made up of representatives from other service entities and businesses, both public and private.

Each year we manage 300 or more cases in our seven-county area with the ultimate goal of at least 40 families rising above poverty. We have helped 125 families rise above poverty within in the last three year.

Participants in FESS must be sincere and put forth the effort to succeed, whether in one year or in three years. Successful graduates of the FESS program have a new lease on life, one hard earned and one they will not easily let go.

CSBG IS NOT JUST FESS . . .

In addition to managing their FESS cases, each CSBG Case Manager helps enrollees apply for other benefits they are eligible for. CSBG staff, in all seven counties, makes referrals on a daily basis to those in need who do not meet our program guidelines. We respect everyone who comes through our doors and will do our best to provide the needed assistance. We try to keep up with intake so that if funds or services become available, we can plug in those who have asked for such help.

We run a week long Youth Leadership and Enrichment Camp for teenagers who are 13-18 years of age during the month of June. We host Community Events based on the needs of the community.

FESS ELIGIBILITY

To be eligible for our FESS program, the family's yearly income must be below the poverty income guidelines as published annually by the North Carolina Department of Health and Human Services. To determine eligibility, a 90-day look back period is used to annualize the annual income of the household.

Participants must be willing and able to work, demonstrate a willingness to work closely with the assigned Case Manager, and be willing to commit to working diligently to attain the goals established as reflected in the Participant Agreement.

**Southeastern
Community & Family
Services, Inc.**

**Hours of Operation:
Monday-Friday,
8:30 a.m. – 5:00 p.m.,
unless otherwise posted.**

**CSBG NEIGHBORHOOD
SERVICE CENTER LISTING**

Brunswick NSC 143 Holden Bch Rd., #5 Shallotte, NC 28459	754-9441
Elizabethtown NSC 106 West Broad St. Elizabethtown, NC 28337	862-6791
Hoke NSC 366 Thomas Dr. Raeford, NC 28376	875-5536
Lumberton NSC 405 N. Elm St. Lumberton, NC 28358	277-3500
Pender NSC 112 S. Dickerson St. Burgaw, NC 28425	259-3274
Red Springs NSC 301 S. Main St. Red Springs, NC 28377	843-5092
Scotland NSC 915 S. Main St., Suite 1 Laurinburg, NC 28352	276-7629
Whiteville NSC 425 S. Lee St. Whiteville, NC 28472	642-6083

**DR. ERICKA J. WHITAKER
CHIEF EXECUTIVE OFFICER**

**KATHLEEN LOWE JACOBS, MSW
CSBG PROGRAM DIRECTOR**

**“To improve and empower the
lives of the people we serve”**

**Southeastern Community
& Family Services, Inc.**

Main Office Info:

**P.O. Box 1025
Lumberton, NC 28359
Phone (910) 277-3500
Fax (910) 291-1638
www.scfsnc.org**

**Helping people help
themselves since 1964**



**Serving Bladen,
Brunswick, Columbus,
Hoke, Pender,
Robeson, and
Scotland Counties**

**COMMUNITY SERVICES
BLOCK GRANT PROGRAM
FAMILY EMPOWERMENT
SELF-SUFFICIENCY**



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

Action Item # V. - 4.

Administration - Surplus Property Offers for Upset Bid Process

From:

Steve Stone, Deputy County Manager

Issue/Action Requested:

Request that the Board of Commissioners accept, subject to the upset bid process, offers that have been submitted for surplus parcels that meet the value parameters previously established by the Board.

Background/Purpose of Request:

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
224EA012	Fox Trot Ridge PL, NW	.44 acre	\$4,180.00	6-3-2019	\$2,523.00	\$3,000.00
157KG00307	Poplar Rd., BSL	.24 acre	\$15,000.00	11-2-2018	\$1,946.18	\$10,100.00
217LB065	645 Pelican Cir, SE	.20 acre	\$4,030.00	3-22-2019	\$1,722.01	\$3,500.00
214MA143	3101 Havelock Pl, SW	.20 acre	\$1,600.00	6-3-2019	\$770.60	
214MA144	3095 Havelock PL, SW	.20 acre	\$1,600.00	6-3-2019	\$770.60	
214MA145	3091 Havelock PL, SW	.21 acre	\$1,600.00	6-3-2019	\$770.60	
214MA146	3085 Havelock PL, SW	.21 acre	\$1,600.00	6-3-2019	\$770.60	
214MA134	3205 Havelock PL, SW	.20 acre	\$1,600.00	2-14-2017	\$913.20	
214MA149	1585 Hyde ST, SW	.29 acre	\$1,600.00	2-14-2017	\$913.20	
Total	6 parcels above		\$16,800.00		\$4,908.80	\$7,200.00

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend the Board of Commissioners accept, subject to the upset bid process, offers that have been submitted for surplus parcels that meet the value parameters previously established by the Board.

ATTACHMENTS:

Description

- ▢ Bid 224EA012
- ▢ Bid 157KG00307
- ▢ Bid 217LB065

- ▢ Bid 6 parcels

From: [Surplus Land Bid](#)
To: [Steve Stone](#)
Subject: Surplus Land Bid: Parcel # 224EA012 L-12 FOX TROT RIDGE PLAT U/13
Date: Tuesday, December 17, 2019 9:26:00 AM

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

WILLIAM EUGENE BELLAMY, JR
(910) 443-1811
bbellamy@atmc.net
20 QUEENS, PO BOX 2169, SHALLOTTE, NC, 28459, United States
Parcel # 224EA012 L-12 FOX TROT RIDGE PLAT U/13
Bid Amount: \$3000
Optional Additional Comments:

THIS PROPERTY IS LANDLOCKED AND HAS NO EASEMENT BUT ADJOINS MY
PROPERTY AT 1400 HICKMAN RD. CALABASH, NC 28467.

From: [Surplus Land Bid](#)
To: [Steve Stone](#)
Subject: Surplus Land Bid: Parcel # 157KG00307
Date: Monday, December 9, 2019 12:43:38 PM

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

Edward G. Grogan
(201) 414-4419
egrogan@gmail.com
32 Grantwood Rd., 9163, Wayne, NJ, 07470, United States
Parcel # 157KG00307
Bid Amount: \$15100
Optional Additional Comments:

From: [Surplus Land Bid](#)
To: [Steve Stone](#)
Subject: Surplus Land Bid: Parcel # 217LB065
Date: Tuesday, January 14, 2020 11:05:54 AM

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

Dean Whitten
(352) 536-0484
deanawhitten01@yahoo.com
3586 Cormaorant circle, Southport, Nc, 28461, United States
Parcel # 217LB065
Bid Amount: \$3500.00
Optional Additional Comments:

From: [Ed Grogan](#)
To: [Steve Stone](#)
Subject: Bulk property bid
Date: Friday, January 3, 2020 7:32:01 AM

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

Mr. Stone,

I would like to bid \$7,200 for the six parcels below. Please submit for Committee review.

214MA143, 214MA144, 214MA145, 214MA146, 214MA134, 214MA149

As always thank you for your assistance.

Best regards
Ed Grogan
Gowanus LLC



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

Action Item # V. - 5.

From:

Andrea White

Board Appointment - Fireman's Relief Fund Trustees

Issue/Action Requested:

Request that the Board of Commissioners consider approving the nomination of Brenda Reeves as the Local Fireman's Relief Fund Trustee representing Sunset Harbor/Zion Hill Fire Department.

Background/Purpose of Request:

On September 19, 2016, the Commissioners approved the Local Fireman's Relief Fund Trustees in accordance with the NC Rural Fire District Report of Fire Conditions required by N.C.G.S. 58-84-46 and as nominated by the Fire Departments. Mr. Miles Edge and Mr. Donald Tuttle were nominated and approved to represent Sunset Harbor/Zion Hill Fire Department.

Sunset Harbor/Zion Hill Fire Department has notified staff that Mr. Edge recently passed away. The Department wishes to nominate Ms. Brenda Reeves to fill this vacancy. Once approved, the Department can certify the roster and relief fund trustees as required by N.C.G.S. 58-84-46.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners consider approving the nomination of Brenda Reeves as the Local Fireman's Relief Fund Trustee representing Sunset Harbor/Zion Hill Fire Department.

ATTACHMENTS:

Description

- Application - Brenda Reeves
- Local Fireman's Relief Fund Trustee - 2016



Brunswick County NC

Application For Appointment To Boards And Committees

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

* Are you a permanent resident of Brunswick County?

Yes No

How many years?

9

* Are you registered to vote in Brunswick County?

Yes

No

* Board or Committee of Interest

Other

Other

Sunset Harbor Zion Hill VFD Fireman's Relief Fund Trustee

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 * Brenda

Middle Initial E

Last Name * Reeves

Street Address * 528 Bayshore Drive

City * Bolivia

State * NC

Zip 28422

**Is mailing address
same as street
address *** Yes
 No

Home Phone 910-619-2068

Cell Phone 910-619-2068

Email * reav1003@yahoo.com

**Present
Job/Employer
Address** Mayway Corner Stop
3732 Sunset Harbor Road
Bolivia, NC 28422

Past Employment Tima Capital
Wilmington, NC 28412

**Current
Civic/Community
Participation**

APPROVED



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
September 19, 2016

Action Item # V. - 2.

Finance - Fireman's Relief Fund Trustees

From:

Julie A. Miller

Issue/Action Requested:

Request that the Board of Commissioners approve the Local Fireman's Relief Fund Trustees in accord with the NC Rural Fire District Report of Fire Conditions required by N.C.G.S. 58-84-46 and as nominated by the Fire Departments.

Background/Purpose of Request:

Nominations:

Boiling Spring Lakes – Darrell Bryant and Raymond Farewell

Calabash – Jennings Edge and Warren Howell

Civietown – Mark Hewett and Jerome Munna

Grissetown/Longwood - Kenneth Grissett and John Pollock

Leland – Warren Frazier and John Crowder

Northwest – David Selke and Granville Wrench

Oak Island – Howie Franklin and Jerome Ikalowych

Ocean Isle Beach – Curtiss Pritchard and Buddy Russell

Shalotte – David Moore and Rebecca Hawes

Shalotte Point – Sally Scott and Joe Pigott

Southport – Paul Fisher and Rob Gandy

St. James – Paul Maguire and Shelley Leshner

Sunset Beach – Lori Pearce and Allen Rundall

Sunset Harbor/Zion Hill – Miles Edge and Donald Tuttle

Supply – Al Parker and Theresa Bailey

Tri-Beach – William Todd and George Schramm

Waccamaw – Ralph King and JoAnn Simmons

Winnabow – John Henry and Glenn Kye

Yaupon – Chad Hicks and Linda Bethune

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Recommended by the Fire Departments

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the Local Fireman's Relief Fund Trustees in accord with the NC Rural Fire District Report of Fire Conditions required by N.C.G.S. 58-84-46 and as nominated by the Fire Departments.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

From:
Andrea White

Action Item # V. - 6.

Board Appointment - Nursing Home & Adult Care Home
Community Advisory Committee - District 4 and Two At-Large

Issue/Action Requested:

Request that the Board of Commissioners make the following reappointments to the Nursing Home & Adult Care Home Community Advisory Committee:

- Mr. John Walz to the District 4 seat for a 3-year term expiring February 1, 2023
- Ms. Colleen Combs to an At-Large seat for a 3-year term expiring February 1, 2023
- Ms. Ashley Wells to an At-Large seat for a 3-year term expiring February 18, 2023

Background/Purpose of Request:

Mr. John Walz's and Ms. Colleen Combs' 3-year terms on the Nursing Home Advisory Committee expire February 1, 2020. Ms. Ashley Wells' initial 1-year term on the Nursing Home Advisory Committee expires February 18, 2020.

The Regional LTC Ombudsman has recommended the reappointment of all three members to this Committee.

If reappointed, Mr. Walz serves a 3-year term as the District 4 appointee, expiring February 1, 2023. If reappointed, Ms. Combs serves a 3-year term as an At-Large appointee, expiring February 1, 2023. If reappointed, Ms. Wells serves a 3-year term as an At-Large appointee, expiring February 18, 2023.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners make the following reappointments to the Nursing Home & Adult Care Home Community Advisory Committee:

- Mr. John Walz to the District 4 seat for a 3-year term expiring February 1, 2023
- Ms. Colleen Combs to an At-Large seat for a 3-year term expiring February 1, 2023
- Ms. Ashley Wells to an At-Large seat for a 3-year term expiring February 18, 2023

ATTACHMENTS:

Description

- Nursing Home Committee Roster (as of 12/16/2019)

Nursing Home & Adult Care Home Community

Name	District	Appointment Date	Term	Expiration Date	Serving Since
Holly Brenneman	1	3/19/2018	3	3/19/2021	2017
Carol Sutter	2	10/21/2019	3	10/7/2022	2012
Arlene Rushin	3	12/16/2019	3	1/1/2023	2003
John Walz	4	2/20/2017	3	2/1/2020	2013
Eileen Clyne	5	4/2/2019	3	4/16/2022	2018
Barbara Voorhees	at-large	3/18/2019	3	2/1/2022	2014
Sheila Umbricht (unexp.)	at-large	7/17/2017	3	7/1/2020	2013
Ashley Wells	at-large	2/18/2019	1	2/18/2020	2019
Colleen Combs	at-large	2/20/2017	3	2/1/2020	2015
Mary DuGan (unexp)	at-large	8/5/2019	1	8/5/2020	2019

Mission

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

Membership

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

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

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Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

Action Item # V. - 7.

Board Appointment - Voluntary Agricultural District

From:

Andrea White

Issue/Action Requested:

Request that the Board of Commissioners consider the recommendation from Cooperative Extension to appoint Mr. James "Jim" C. Stanaland to the Voluntary Agricultural District Board.

Background/Purpose of Request:

Cooperative Extension has recommended Mr. James "Jim" C. Stanaland as their appointee to the Voluntary Agricultural District Board due to the resignation of Mr. Pearly Vereen. If appointed, Mr. Stanaland will fill the unexpired term that expires June 30, 2020.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners consider the recommendation from Cooperative Extension to appoint Mr. James "Jim" C. Stanaland to the Voluntary Agricultural District Board.

ATTACHMENTS:

Description

- Application - Jim Stanaland
- Voluntary Agricultural District Board Roster



Brunswick County NC

Application For Appointment To Boards And Committees

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

* Are you a permanent resident of Brunswick County?

Yes No

How many years?

47

* Are you registered to vote in Brunswick County?

Yes
 No

* Board or Committee of Interest

Voluntary Agricultural District Board

Board or Committee of Interest (Second Choice)

Do you anticipate any conflicts of interest if appointed?

Yes No

Are you currently serving on any other Boards?

Yes No

Name of Board currently serving on.

Other

Other

NC Farm Bureau

Name of second Board currently serving on. (If applicable)

Applicant Information

First Name * Jim

Middle Initial C

Last Name * Stanaland

Street Address * 1741 Longwood Rd

City * Ash

State * NC

Zip 28420

Is mailing address same as street address*
 Yes
 No

Home Phone 9102793888

Cell Phone 9102793888

Email* jimstanaland@yahoo.com

Present Job/Employer Address Farmer

Past Employment

Current Civic/Community Participation

Voluntary Agricultural District Board

Name	Category	Appt. Date	Term	Expiration Date	Serving Since
Charles Carroll (unexp)	Soil & Water	7/16/2018	3	6/30/2021	2009
Travis Potter (unexp.)	Farm Bureau	8/5/2019	3	6/30/2022	2019
Vacant	Co-Op Ext.	2/6/2017	3	6/30/2020	2001
Jody Clemmons (unexp)	Farm Service Agency	7/16/2018	3	6/30/2021	2009
Marc Green	At-Large	2/6/2017	3	6/30/2020	2017

Mission

To promote the health, safety, rural agricultural values, and general welfare of the county, and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of farming; increase protection from undesirable, non-farm development; and increase the protection of farms from nuisance suits and other negative impacts on properly managed farms.

Membership

All members serve 3-year terms

~ 5 members appointed by the Board of Commissioners

~ 4 members actively engaged in farming

~ 1 member appointed by the Board of Commissioners from names submitted by each of the following:
Brunswick Soil and Water Conservation District, North Carolina Cooperative Extension Service, the Farm Service Agency Committee and the Brunswick County Farm Bureau

~ 1 member with special interest, experience or education in agriculture and/or rural land preservation



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

Action Item # V. - 8.

Clerk to the Board - Meeting Minutes

From:

Andrea White

Issue/Action Requested:

Request that the Board of Commissioners approve the draft minutes from the December 16, 2019 Regular Meeting.

Background/Purpose of Request:

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the draft minutes from the December 16, 2019 Regular Meeting.

ATTACHMENTS:

Description

- Draft Minutes - 2019-12-16 Regular Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
DECEMBER 16, 2019
6:00 P.M.**

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

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

STAFF: Randell Woodruff, County Manager
Steve Stone, Deputy County Manager
Bob Shaver, County Attorney
Julie Miller, Finance Director
Andrea White, Clerk to the Board
Jared Galloway, Deputy Clerk to the Board
Meagan Kascsak, Public Information Officer
Lt. Jeff Beck, Sheriff's Office

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

I. CALL TO ORDER

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

II. INVOCATION/PLEDGE OF ALLEGIANCE

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

III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman Williams asked for any adjustments to the agenda. No adjustments were requested.

Commissioner Cooke moved to approve the agenda. The motion was seconded by Vice-Chairman Thompson and the vote of approval was unanimous.

IV. PUBLIC COMMENTS

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

1. Mr. Eric Edgerton, resident of Ocean Isle Beach, spoke in opposition to the NCDOT Project 5876 extending South Carolina 31 into North Carolina and encouraged the Board of Commissioners to pass a resolution against Project 5876.

2. Ms. Judy Droitcour, resident of Caswell Beach, spoke in opposition to offshore drilling and asked the Board to rethink their position on offshore drilling.
3. Mr. Larry Clemmons, resident of Supply, spoke in reference to ongoing violence and illegal deer hunting by a group of local hunters in the community in which he lives. Mr. Clemmons stated that the community would like clarification on issues regarding their safety and referenced a list of questions he provided to the Clerk prior to the meeting.
Chairman Williams informed Mr. Clemmons that he had provided the information to the County Attorney and asked that he and the Sheriff's attorney follow up with him.
4. Ms. Kym Stewart, resident of Oak Island, spoke in opposition to offshore drilling/seismic blasting and asked the Board to put this item on the agenda.
5. Ms. Martha Johnson, resident of Southport, spoke in opposition to offshore drilling and asked the Board for a resolution opposing seismic blasting and offshore drilling.

V. APPROVAL OF CONSENT AGENDA

Chairman Williams asked for a motion on the Consent Agenda.

Commissioner Forte moved to approve the Consent Agenda as presented. The motion was seconded by Vice-Chairman Thompson and the vote of approval was unanimous.

The following items were approved:

1. **Administration - Special Meeting with Brunswick Community College Board of Trustees**
Called a Special Meeting with the Brunswick Community College Board of Trustees, to be held on January 16, 2020 at 5:00 p.m. in Room 209 at Brunswick Community College Leland Campus, for the purpose of receiving updates on the Brunswick Guarantee and various other programs and initiatives, and authorized the Clerk to advertise the meeting.
2. **Administration - Surplus Property Offers for Upset Bid Process**
Accepted, subject to the upset bid process, offers that were submitted for surplus parcels that met the value parameters previously established by the Board.

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
157KG00307	Poplar Rd., BSL	.24 acre	\$15,000.00	11-2-2018	\$1,946.18	\$15,100.00
157AA056	Mission Rd., BSL	.24 acre	\$11,000.00	9-29-2017	\$4,161.67	\$11,001.00

3. **Board Appointment - Nursing Home & Adult Care Home Community Advisory Committee - District 3**
Reappointed Ms. Arlene Rushin to the District 3 seat on the Nursing Home & Adult Care Home Community Advisory Committee for a 3-year term expiring January 1, 2023.
4. **Clerk to the Board - Meeting Minutes**
Approved the draft minutes from the December 2, 2019 Regular Meeting.
5. **County Attorney - Amend Contract and Purchasing Policy**
Approved amendments to Brunswick County Contract and Purchasing Policy.
6. **County Attorney - Easements to Leland for Multi-Path Project**

Granted temporary and permanent easements to the Town of Leland for multi-path use subject to terms and conditions approved by the County Attorney.

7. **County Attorney - Pine Forest Plantation, Phase 1, Sec. 1 DOD**

Accepted the Deed of Dedication for water and sewer infrastructure for Pine Forest Plantation Phase 1, Section 1, Lots 1-15, 63-75, & 106-108.

8. **Emergency Services-Ambulance Franchise Agreements**

Approved the annual Ambulance Franchise Agreements and Special Rescue Contracts for the following:

- Atlantic Coast Medical Transport, LLC
- St James Fire Department, Inc.
- City of Southport
- Village of Bald Head Island
- Oak Island Water Rescue Team
- Brunswick Search and Rescue
- Med 1 NC Services LLC

9. **Engineering - Ash Waccamaw Multiuse Building Site Evaluations - Exemption from Mini Brooks Act for Site Evaluation Services**

Approved a Resolution exempting the Ash-Waccamaw Multiuse Building project from the requirements of NCGS 143-64.31 for site evaluations needed for preliminary site layout and design.

RESOLUTION EXEMPTING THE ASH WACCAMAW MULTIUSE BUILDING SITE SURVEYING AND ENVIRONMENTAL EVALUATIONS FROM G.S. 143-64.31

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively “design services”) to be based on qualifications and without regard to fee;

WHEREAS, the County proposes to enter into one or more contracts for site soils analysis, site wetlands delineation, and site surveying services for the Ash Waccamaw Multiuse Building; and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000; and

WHEREAS, the estimated fee for design services for the above-described project is less than \$50,000.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS THAT:

Section 1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.

Section 2. This resolution shall be effective upon adoption.

Adopted this the 16th day of December, 2019.

Frank L. Williams, Chairman
Brunswick County Board of Commissioners

ATTEST:
Andrea White, NCCCC
Clerk to Board

10. **Engineering - County Debris Disposal Site on Galloway Road - Exemption from Mini Brooks Act for Site Evaluation Services**

Approved a Resolution exempting the County Debris Disposal Site on Galloway Road from the requirements of NCGS 143-64.31 for site evaluations needed for site layout and permitting.

RESOLUTION EXEMPTING THE GALLOWAY ROAD DEBRIS DISPOSAL SITE SURVEYING AND ENVIRONMENTAL EVALUATIONS FROM G.S. 143-64.31

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively “design services”) to be based on qualifications and without regard to fee;

WHEREAS, the County proposes to enter into one or more contracts for site wetlands delineation and site surveying services for the county Galloway Road Debris Disposal Site; and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000; and

WHEREAS, the estimated fee for design services for the above-described project is less than \$50,000.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS THAT:

Section 1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.

Section 2. This resolution shall be effective upon adoption.

Adopted this the 16th day of December, 2019.

Frank L. Williams, Chairman
Brunswick County Board of Commissioners

ATTEST:
Andrea White, NCCCC
Clerk to Board

11. **Engineering - Courthouse Addition and Renovation - Special Inspection Services**

Approved a services contract with ECS Southeast, LLP for special inspections and construction materials testing for the courthouse addition and renovation project in the amount of \$88,163.20.

12. **Finance - Fiscal Items**

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

- **Budget Amendment Airport Grant 36244.58.11.2**
Appropriated \$635,043 of airport grant 36244.58.11.2 revenues for reimbursement of county advanced funds and transferred reimbursed and unexpended funds of \$1,201,179 for land purchases to the county capital reserve undesignated funds.
- **Budget Amendment Sewer Tap on Supplies**
Appropriated \$330,000 of Tap and Connection Revenues collected for new services for the needed additional capital outlay tap on supplies for grinder system installations.
- **Budget Amendment LCFWSA Additional Funding**
Appropriated \$101,319 Lower Cape Fear Water and Sewer Authority Operating and Maintenance reimbursement revenue for the repair of a power module, feeder wires, main breaker, and the purchase of a new power module. The budget increase was approved at the December 9, 2019 LCFWSA meeting.
- **Financial Reports for November 2019 (unaudited)**
Included 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>.

VI. PUBLIC HEARING

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

1. **Z-782 (Kirstie Dixon, Planning Director)**

Request that, after the Public Hearing, the Board of Commissioners consider amending the Brunswick County Unified Development Ordinance Map from R-6000 (High Density Residential) to MR-3200 (Multifamily Residential).

Mr. Marc Pages, Senior Planner, explained that Item Z-782 was presented to the Board in October and was sent back to the Planning Board for further consideration. Additional concerns were heard, and additional research was done by staff. Case Z-782 is a conventional rezoning for 16.64 acres from R-6000 High Density Residential to MR-3200 Multi-family Residential. No site plan or conditions were proposed. Mr. Pages provided the zoning history and reviewed supplemental information regarding the concerns with regard to buffers, road access and traffic considerations, stormwater, building height restrictions, and other development approved for that area.

CALL TO ORDER

Chairman Williams called the Public Hearing to order at 6:26 p.m.

PUBLIC COMMENTS

DRAFT

Chairman Williams asked those wishing to comment on the Case Z-782 to come to the podium.

1. Ms. Constance Reeves, resident and business owner in Leland, shared her concerns regarding the traffic and the number of wrecks in this area. She recommended that a 22-month halt on large developments in the area be put in place until the traffic light is installed at the intersection of Lanvale Road and Old Fayetteville Road to keep traffic matters from getting out of hand.

Chairman Williams explained that rezoning is not a development approval as it only changes what would be allowed to be placed on the property. A separate subdivision process, that could take many months to complete, would need to take place prior to any development.

2. Mr. Phil Norris, Norris & Tunstall Consulting Engineers, and Mr. Brian Kiser of the development group that currently owns the property, approached the podium. Mr. Norris explained that the zoning changes on this property were related to changes in ownership and market conditions. He noted that whatever is done on the property will have to be approved by the Department of Transportation, will have to meet State of North Carolina and Brunswick County stormwater requirements, and Brunswick County ordinances.

ADJOURN

Chairman Williams closed the Public Hearing at 6:36 p.m.

Commissioner Sykes moved to approve the item. The motion was seconded by Vice-Chairman Thompson. Mr. Shaver clarified that the motion would include the consistency statement as well. The Board confirmed.

Commissioner Cooke read the consistency statement as follows:

CONSISTENCY STATEMENT

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

Description: Z-782 (R-6000 to MR-3200)

The Board of Commissioners finds that the proposed zoning amendment is consistent with the CAMA Land Use Plan (Comprehensive Plan) for the following reasons: The proposed zoning amendment is consistent with the CAMA Land Use Plan (Comprehensive Plan) as it is currently classified as MDR (Medium Density Residential).

The Board of Commissioners further finds that the proposed zoning amendment is reasonable and in the public's interest for the following reasons: Multifamily housing is needed in the area. There is public water and sewer available and there are no capacity deficiencies for Old Fayetteville Road (SR 1437) in the immediate area.

Following the reading of the consistency statement, Chairman Williams recognized Commissioner Cooke as making the motion to approve Z-782, consistent with the Comprehensive Plan. Therefore, on the basis of all the information provided including the foregoing, Commissioner Cooke moved to order approval of the amendment to the Brunswick County Unified Development Ordinance Map from R-6000 (High Density

Residential) to MR-3200 (Multifamily Residential). The motion was seconded by Vice-Chairman Thompson and the vote of approval was unanimous.

2. **Z-786 (Kirstie Dixon, Planning Director)**

Request that, after the Public Hearing, the Board of Commissioners consider amending the Brunswick County Unified Development Ordinance Map from C-LD (Commercial Low Density) to R-7500 (Medium Density Residential).

Mr. Marc Pages, Senior Planner, explained that Item Z-786 was presented to the Planning Board last month and is a request to rezone a portion of tax parcel 21000010 from C-LD to R-7500. The applicant has already secured a survey to subdivide the parcel, but it has not been mapped or recorded. This portion will be its own parcel in the near future. The entire area encompasses approximately 1.54 acres and is consistent with the Land Use Plan.

CALL TO ORDER

Chairman Williams called the Public Hearing to order at 6:42 p.m.

PUBLIC COMMENTS

Chairman Williams asked those wishing to comment on the Case Z-786 to come to the podium.

No one wished to speak.

ADJOURN

Chairman Williams closed the Public Hearing at 6:43 p.m. and recognized Vice-Chairman Thompson for the reading of the consistency statement.

CONSISTENCY STATEMENT

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

Description: Z-786 (C-LD to R-7500)

The Board of Commissioners finds that the proposed zoning amendment is consistent with the CAMA Land Use Plan (Comprehensive Plan) for the following reasons: The proposed zoning amendment is consistent with the CAMA Land Use Plan (Comprehensive Plan) as it is currently classified as Commercial.

The Board of Commissioners further finds that the proposed zoning amendment is reasonable and in the public's interest for the following reasons: There is commercial zoning remaining as the residential portion of the property will be subdivided out of the larger parcel and there were no objections to the zoning change.

Therefore, on the basis of all the information provided including the foregoing, Vice-Chairman Thompson moved to order approval of the amendment to the Brunswick County Unified Development Ordinance Map from C-LD (Commercial Low Density) to R-7500 (Medium Density Residential). The motion was seconded by Commissioner Sykes and the vote of approval was unanimous.

VII. ADMINISTRATIVE REPORT

1. **Operation Services - Waste Industries Third Amendment to Repair Transfer Station (Stephanie Lewis, Operation Services Director)**

Request that the Board of Commissioners approve the Third Amendment from Waste Industries to fund the repairs of the existing Transfer Station and extend the date of the current agreement.

Ms. Lewis explained that this amendment is the third amendment to the original Waste Industries Contract, but the only amendment regarding the repairs to the transfer station. The repairs include a floor replacement and some structural components which are necessary due to the delay in the construction of the new transfer station.

Vice-Chairman Thompson moved to approve the amendment. The motion was seconded by Commissioner Cooke and the vote of approval was unanimous.

2. **Utilities - Mid-Atlantic Rail Industrial Park EDA Grant Application Documents (John Nichols, Director of Public Utilities)**

Request that the Board of Commissioners approve application of an Economic Development Administration (EDA) Grant application with a 20% fund match up to a maximum of \$899,030 for the construction of a 16" waterline and 500,000 gallon elevated storage tank to serve the Mid-Atlantic Rail Industrial Park (MAP) located on US HWY. 74, authorize the County Manager to sign grant-related documents, and authorize the Chairman to provide a letter of interest to the Economic Development Administration.

Mr. Nichols explained that staff had been working with Economic Development to obtain grant funding for the Mid-Atlantic Rail Industrial Park located on Hwy. 74/76. Ms. Pam Bostic, Southeastern Economic Development Commission Executive Director, contacted Mr. Bill Early, Executive Director – Brunswick BID, and indicated that there would likely be funds available. A 16" watermain is needed, as well as a water tank. Some funding had been set aside for the waterline portion of this project, however, funding for the water tank was not included in this budget year. Staff asked that funding be increased up to \$899,030 to meet the budget match of 20% of the total in order to apply for the EDA grant. If awarded, both the waterline and the water tank would be constructed. Mr. Nichols also explained that this project would provide some resiliency and would allow an interconnection with Columbus County. In the event of an emergency situation, it could provide Columbus County with water and could also provide water to Brunswick County from Columbus County's system. There would also be the potential for growth in the area once the waterline is constructed. Having the utilities in place would also help the marketability of the two sites (Mid-Atlantic Industrial Rail Park and International Logistics park of North Carolina).

Following discussion, Commissioner Sykes moved to approve the request as presented. The motion was seconded by Commissioner Cooke and the vote of approval was unanimous.

VIII. OTHER BUSINESS/INFORMAL DISCUSSION

Chairman Williams asked if there were any other items of business or discussion.

Vice-Chairman Thompson shared comments on the Carolina Bays Parkway Extension Project and the impact it will have on Brunswick County. The comments were followed by discussion by the Board. It was the consensus of the Board that someone from DOT and GSATS be invited to attend a regular board meeting to explain the merger process. Commissioner Sykes asked Helen Bunch

to attend the GSATS meeting on Friday, December 20, 2019, as Commissioner Thompson's representative.

IX. Closed Session

1. Closed Session

Request that the Board of Commissioners enter in Closed Session pursuant to N.C.G.S. 143-318.11(a)(1) to approve closed session minutes, 143-318.11(a)(3) to consult with the attorney, and 143-318.11(a)(5) to instruct staff regarding acquisition of an interest in real property.

Mr. Shaver stated that the statutory cites were included on the agenda and the reasons to go into Closed Session were to approve closed session minutes, consult with the attorney, and to instruct staff regarding a position to take for acquisition of an interest in real property.

Commissioner Cooke moved to enter into Closed Session at 7:08 p.m. on the basis presented by Mr. Shaver. The motion was seconded by Commissioner Sykes and the vote of approval was unanimous.

Chairman Williams called the meeting to order at 7:25 p.m. and recognized the County Attorney.

Mr. Shaver requested a motion to authorize staff to negotiate and acquire public utility easements for the purpose of the Northwest Water Treatment Plant Expansion and Improvement Project. The authority would involve parcel 00600015 and include authorization for staff to negotiate acquisition of easements for that parcel with the authority to condemn if necessary.

Vice-Chairman Thompson moved to authorize staff to negotiate acquisition of easements for parcel 00600015 with the authority to condemn if necessary, as requested and stated by the County Attorney. The motion was seconded by Commissioner Cooke and the vote of approval was unanimous.

X. ADJOURNMENT

Commissioner Cooke moved to adjourn the meeting at 7:26 p.m. The motion was seconded by Commissioner Sykes and the vote of approval was unanimous.

Frank Williams, Chairman
Brunswick County Board of Commissioners

Attest:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

Action Item # V. - 9.

County Attorney - Avalon Phase 8 and 9 Deed of Dedication

From:

Bryan Batton

Issue/Action Requested:

Request that the Board accept the Deed of Dedication for water and sewer infrastructure for Avalon Phases 8 and 9 (Lots 311-344).

Background/Purpose of Request:

D.R. Horton, Inc. has submitted a Deed of Dedication for water and sewer infrastructure in Avalon Phases 8 and 9 (Lots 311-344). The lines have been tested and approved and are ready to be incorporated into our utility system.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

\$ 75,000.00 for water lines

\$ 136,971.00 for sewer lines

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Accept the Deed of Dedication for water and sewer infrastructure from D.R. Horton, Inc.

County Manager's Recommendation:

Recommend that the Board accept the Deed of Dedication for water and sewer infrastructure for Avalon Phases 8 and 9 (Lots 311-344).

ATTACHMENTS:

Description

- Avalon Phases 8 and 9 DOD

Prepared by: Ian Flannery

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the 5th day of December, 2019, by and between D.R. Horton, Inc., a Delaware Corporation, with an office and place of business in Brunswick County, North Carolina, party of the first part, hereinafter referred to as “Developer”, and BRUNSWICK COUNTY, a governmental entity created and existing under laws of the State of North Carolina, party of the second part, hereinafter referred to as grantee;

WITNESSETH:

That whereas Developer is the owner and developer of a tract or parcel located in Supply, Brunswick County, North Carolina, known as Avalon Phases 8 & 9;

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

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

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

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

All of the sewer lines and water lines and equipment located under, along, and within an access easement as on the map recorded in Map Book 114 at Pages 26-30 of the Brunswick County Register of Deeds, being those designated as "Avalon Subdivision – Phase 8" which includes the streets: "Roundtable Circle"; North Fisher King Dr. between Roundtable Circle and St. Dunstan Ct.; St. Joseph Drive including Godney Court and Maltwood Court which covers lots 311-328; and which is incorporated herein by reference as if set forth fully within. A copy of the above-referenced map is attached hereto as Exhibit A and...

All of the sewer lines and water lines and equipment located under, along, and within an access easement as on the map recorded in Map Book 118 at Pages 3-5 of the Brunswick County Register of Deeds, being those designated as "Avalon Subdivision – Phase 9" which includes the streets: "St. Joseph Drive" and "Celtic Court" which covers lots 329-344; and which is incorporated herein by reference

as if set forth fully within. A copy of the above-referenced map is attached hereto
as Exhibit B.

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

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

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

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

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

Elizabeth Shelton

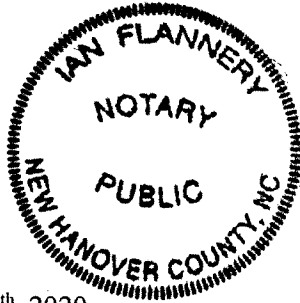
By: Elizabeth Shelton, Vice President

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, a Notary Public of New Hanover County, North Carolina, do hereby certify that Elizabeth Shelton personally came before me this day, and I have personal knowledge of the identity of the principal and he acknowledged that he is Vice President of D.R. Horton, Inc., a Delaware Corporation and that he, as Vice President, being authorized to do so, executed the foregoing on behalf of D.R. Horton, Inc.

Witness my hand and official seal, this the 9TH day of DECEMBER, 2019



[Signature]

Signature of Notary Public

IAN FLANNERY

Printed Name of Notary Public

My Commission Expires: April 27th, 2020

ACCEPTANCE OF DEED

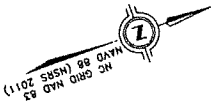
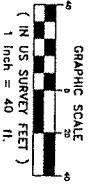
This deed of Dedication and accompanying Affidavit for D.R. Horton, Inc. was accepted by the Brunswick County Board of Commissioners on the _____ day of _____, 2019

Brunswick County Board of Commissioners

Chairman: _____

Clerk to the Board: _____

SEE SHEET 3



N&S LAND LIMITED
MB 54 PG 21

AVALON SUBDIVISION
MB 112 PG 17

SUBDIVISION

N&S LAND LIMITED
MB 54 PG 200

N. FISHER KING DR
WASDALE PRIVATE RM

N&S 43.57E 33.00'

N 81.73W
E 229.63N 14'

N&S 43.57E 33.00'

N. FISHER KING DR
30 PRIVATE RM

N 81.73W
E 229.63N 14'

N 81.73W
E 229.63N 14'

SEE SHEET 3

EXHIBIT A

11/1/19

DATE	05/02/2019	SCALE	1" = 40'
DRAWN BY	D.P.	CHECKED BY	R.A.P.
REVISIONS			
-DESCRIPTION- SUBDIVISION MAP			
SHEET 4 OF 5			



SUBDIVISION MAP FOR:
D R HORTON INC.
AVALON SUBDIVISION - PHASE 8
 DEED BOOK 3833 AT PAGE 613, MAP BOOK 34, PAGE 250
 BOLIVIA
 BRUNSWICK COUNTY, NORTH CAROLINA

PROFESSIONAL LAND SURVEYING SERVICES BY:

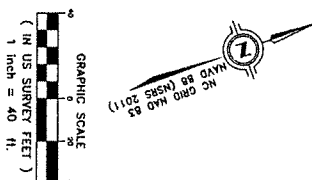
ESP ASSOCIATES, INC
 SUBSURFACE • HYDROGRAPHIC • MOBILE • GEOMATICS

211 Racine Drive, Suite 101
 Wilmington, North Carolina 28403
 (910) 444-3893 / www.espassociates.com / License # F-1407

4065

SEE SHEET 3

SHEET 3



N 81°34'12" E 2207.950' 80
N 81°34'12" E 2207.950' 80
N 81°34'12" E 2207.950' 80
N 81°34'12" E 2207.950' 80

N 81°34'12" E 2207.950' 80
N 81°34'12" E 2207.950' 80

Curve #	Length	Radius	Chord Bearing	Chord Length
C1	34.72	18.50'	N 89° 24' 42" E 29.86'	
C2	23.15	20.20'	N 00° 14' 00" E 23.15'	
C3	18.45	28.00'	N 14° 20' 17" W 18.45'	
C4	32.00	45.00'	N 54° 18' 09" W 31.38'	
C5	47.84	45.00'	N 54° 37' 23" E 45.71'	
C6	41.45	45.00'	S 89° 20' 08" E 40.00'	
C7	43.34	45.00'	S 85° 12' 50" E 43.46'	
C8	48.70	45.00'	S 80° 30' 24" W 48.38'	
C9	22.32	20.00'	S 2° 04' 58" W 21.94'	
C10	14.10	20.25'	S 84° 35' 31" W 14.10'	
C11	24.54	18.50'	S 85° 22' 54" E 22.78'	
C12	70.17	212.50'	S 82° 49' 45" E 69.81'	
C13	88.80	212.50'	N 74° 24' 56" E 88.80'	
C14	81.74	212.50'	N 89° 47' 24" E 81.37'	
C15	77.50	247.50'	N 89° 46' 00" E 77.50'	
C16	77.75	247.50'	N 70° 10' 07" E 77.44'	
C17	43.30	45.00'	N 89° 11' 15" E 43.37'	
C18	22.27	45.00'	N 89° 44' 18" W 41.70'	
C19	85.52	247.50'	S 77° 20' 00" E 84.50'	

Curve #	Length	Radius	Chord Bearing	Chord Length
C20	11.87	212.50'	S 70° 30' 32" E 11.87'	
C21	123.57	212.50'	S 89° 12' 20" E 128.44'	
C22	37.64	30.00'	N 07° 54' 11" E 38.48'	
C23	140.18	100.00'	N 41° 49' 20" E 128.06'	
C24	38.48	30.00'	N 45° 19' 09" E 38.88'	
C25	48.48	212.50'	N 82° 18' 43" E 48.88'	
C26	86.86	247.50'	S 02° 10' 20" W 80.78'	
C27	34.18	30.00'	S 22° 55' 00" E 32.36'	
C28	158.88	100.00'	S 01° 08' 58" W 141.14'	
C29	18.78	18.50'	S 10° 12' 33" W 14.81'	
C30	128.55	387.50'	S 42° 09' 56" E 128.15'	
C31	103.55	387.50'	S 89° 06' 00" E 103.18'	
C32	7.82	202.50'	N 70° 35' 07" E 30.94'	
C33	7.82	197.50'	N 67° 53' 58" W 78.42'	
C34	78.81	197.50'	N 85° 23' 58" W 78.42'	
C35	28.10	197.50'	N 88° 48' 33" W 28.07'	
C36	158.20	432.50'	N 82° 30' 51" E 157.27'	
C37	150.20	432.50'	N 42° 46' 13" W 148.84'	
C38	18.40	13.50'	N 84° 46' 58" W 18.40'	
C39	98.08	100.00'	N 89° 21' 31" W 94.50'	

Curve #	Length	Radius	Chord Bearing	Chord Length
C40	34.52	212.50'	N 14° 09" W 32.86'	
C41	143.32	212.50'	N 85° 18' 20" W 140.38'	
C42	215.80	212.50'	S 81° 51" W 208.47'	
C43	248.44	247.50'	S 81° 20' 20" W 238.07'	
C44	231.80	230.00'	S 81° 20' 20" W 223.12'	
C45	233.50	230.00'	S 81° 31' 54" W 223.47'	
C46	233.50	230.00'	S 81° 31' 54" W 223.47'	
C47	221.00	230.00'	S 81° 31' 54" W 218.21'	
C48	144.45	400.00'	S 41° 41' 18" E 143.64'	
C49	149.38	400.00'	N 82° 30' 51" W 145.54'	
C50	78.81	18.50'	N 89° 46' 00" E 78.53'	
C51	34.14	18.50'	S 84° 44' 00" E 32.50'	
C52	233.50	247.50'	S 89° 23' 09" W 233.94'	
C53	38.86	247.50'	S 81° 54" W 38.86'	
C54	233.50	230.00'	S 81° 31' 54" W 223.47'	

Line #	Length	Direction
L1	27.88'	S 42° 20' 00" W
L2	21.25'	S 89° 07' 40" W
L3	55.00'	S 89° 07' 40" W
L4	22.46'	N 85° 15' 55" W
L5	21.74'	N 89° 17' 40" E
L6	27.46'	S 43° 34' 56" E
L7	22.10'	N 72° 35' 57" W
L8	48.72'	N 89° 23' 58" W
L9	20.07'	N 03° 03' 21" E
L10	20.07'	N 03° 03' 21" E
L11	66.85'	N 83° 07' 44" E

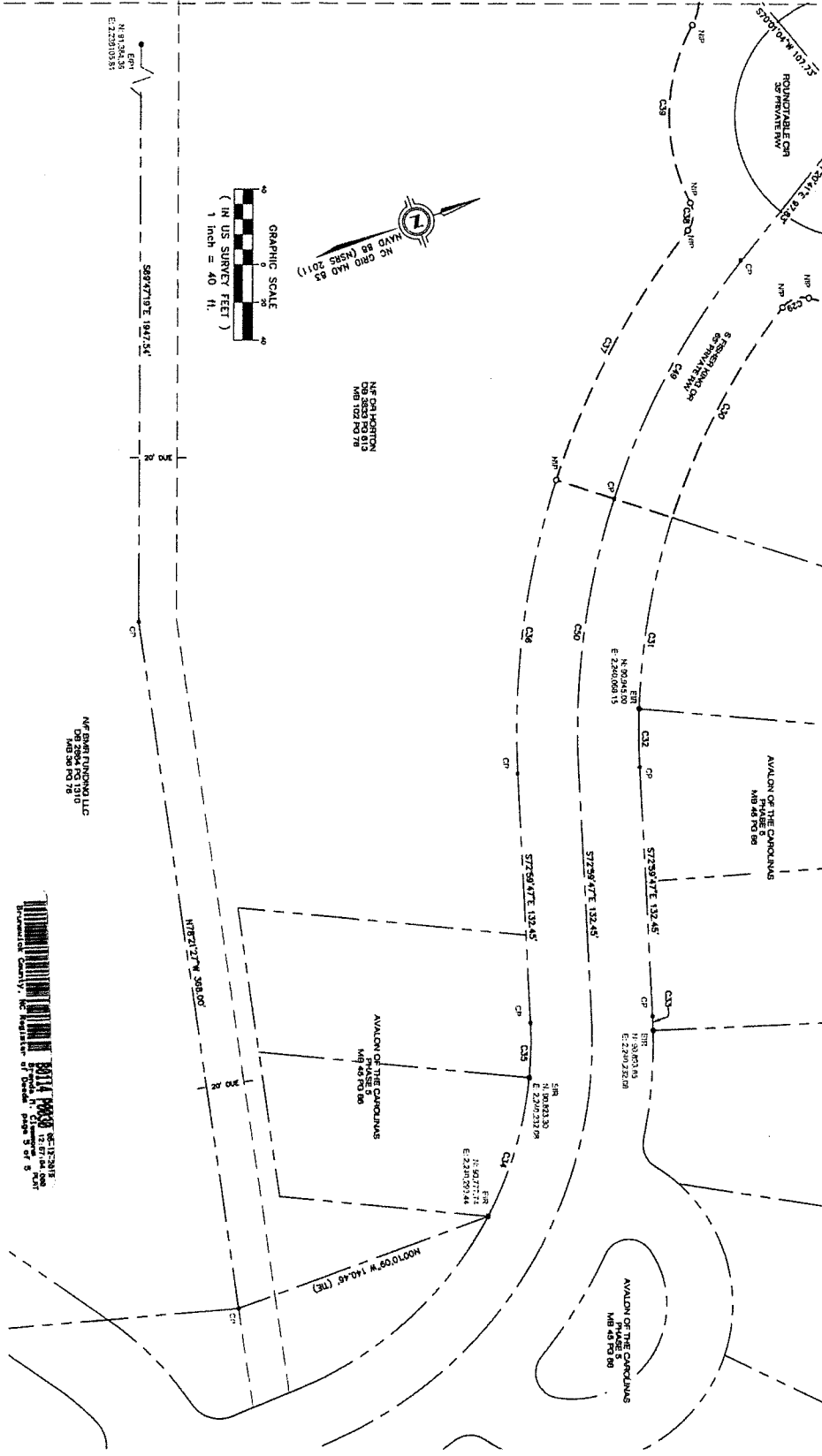


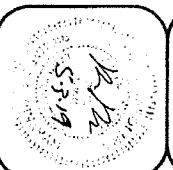
EXHIBIT A

11/1/19

50F5

DATE: 05/03/2019
 DRAWN BY: D.P.P.
 CHECKED BY: R.A.P.
 REVISIONS:

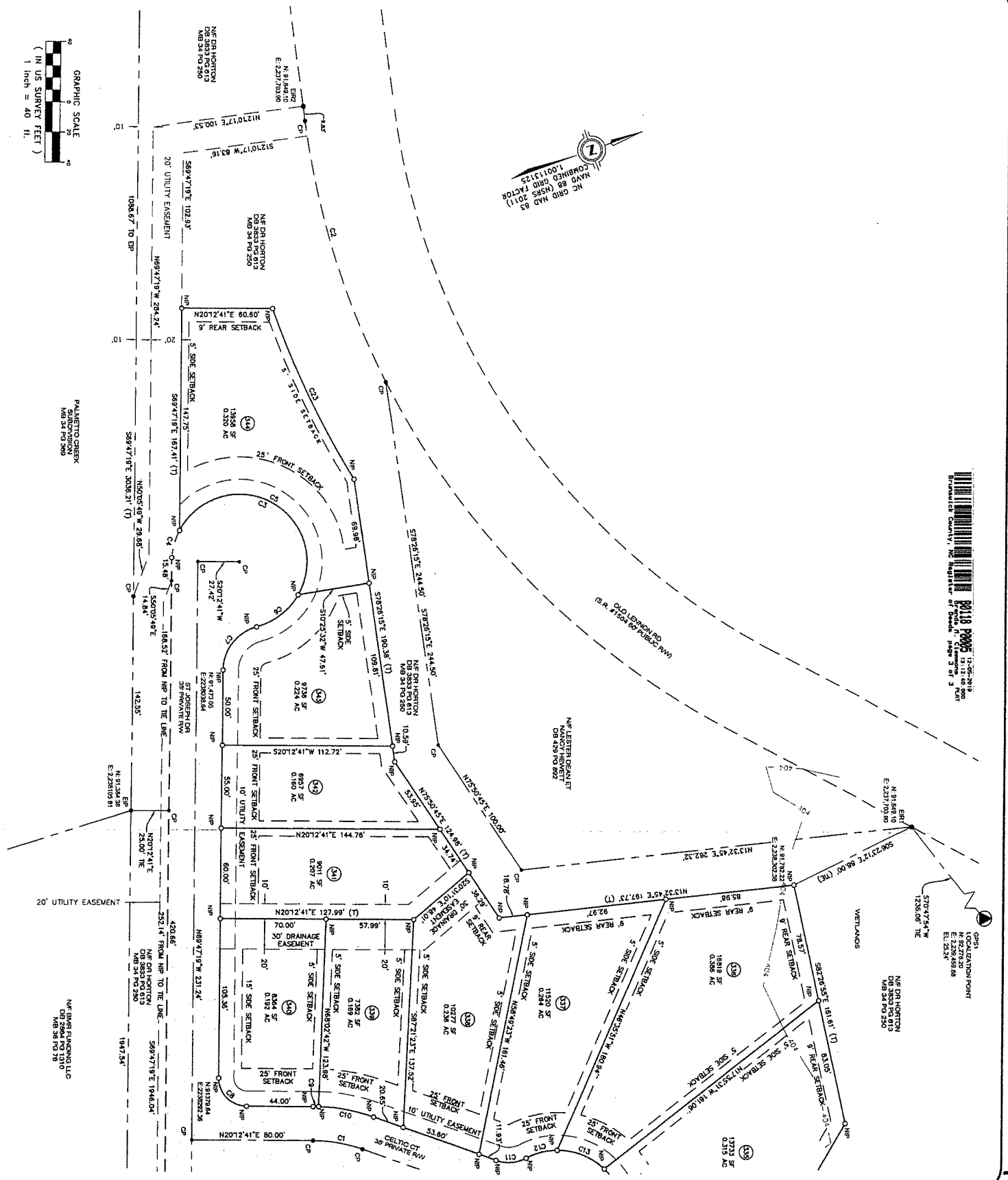
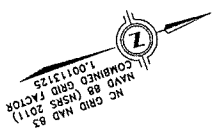
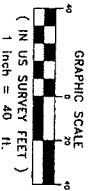
SCALE: 1" = 40'
 DESCRIPTION: SUBDIVISION MAP
 SHEET: 50F-5



SUBDIVISION MAP FOR:
D R HORTON INC.
AVALON SUBDIVISION - PHASE 8
 DEED BOOK 3833 AT PAGE 613, MAP BOOK 34, PAGE 250
 BOLIVIA
 BRUNSWICK COUNTY, NORTH CAROLINA

PROFESSIONAL LAND SURVEYING SERVICES BY:
ESP ASSOCIATES, INC
 SUBSURFACE • HYDROGRAPHIC • MOBILE • GEOMATICS

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DATE	08/13/2019
DRAWN BY	CHERIE
DESCRIPTION	D.P.P.
SUBDIVISION MAP	RA.P.
SHEET	3 OF 3



SUBDIVISION MAP FOR:
D R HORTON INC.
AVALON SUBDIVISION - PHASE 9
 DEED BOOK 3833 AT PAGE 613, MAP BOOK 34, PAGE 250
 BOLIVIA Lockwood Folly

PROFESSIONAL LAND SURVEYING SERVICES BY:
ESP ASSOCIATES, INC
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 211 Racine Drive, Suite 101
 Wilmington, North Carolina 28403

118/19

PREPARED BY: IAN FLANNERY
STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AFFIDAVIT

D.R. Horton, Inc., a Delaware corporation, with an office and place of business in Brunswick County, North Carolina hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Supply, Brunswick County, North Carolina, known as Avalon Phases 8 & 9, containing lots numbered 311 thru 344, as more particular described in a Deed of Dedication in favor of Brunswick County of even date herewith.
2. That it has caused to be installed water distribution lines and sewer lines under and along the road right-of ways property hereinafter described and referenced:

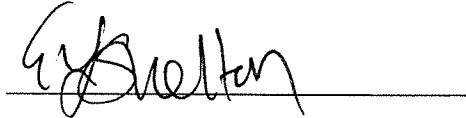
All of the sewer lines and water lines and equipment located under, along, and within an access easement as on the map recorded in Map Book 114 at Page(s) 26-30 of the Brunswick County Register of Deeds, being those designated as "Avalon Subdivision – Phase 8" which includes the streets: "Roundtable Circle"; North Fisher King Dr. between Roundtable Circle and St. Dunstan Ct.; St. Joseph Drive including Godney Court and Maltwood Court which covers lots 311-328;

and which is incorporated herein by reference as if set forth fully within. A copy of the above-referenced map is attached hereto as Exhibit A and...

All of the sewer lines and water lines and equipment located under, along, and within an access easement as on the map recorded in Map Book 118 at Pages 3-5 of the Brunswick County Register of Deeds, being those designated as "Avalon Subdivision – Phase 9" which includes the streets: "St. Joseph Drive" and "Celtic Court" which covers lots 329-344; and which is incorporated herein by reference as if set forth fully within. A copy of the above-referenced map is attached hereto as Exhibit B.

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

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer, this 9TH day of DECEMBER, 2019.



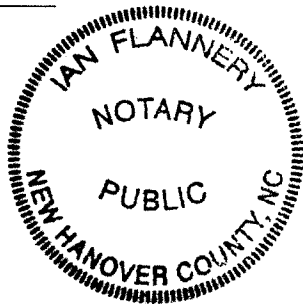
By: Elizabeth Shelton, Vice President

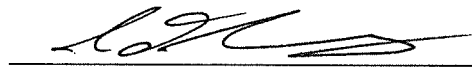
STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

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

Date: 12/09/19





Signature of Notary Public

IAN FLANNERY

Printed Name of Notary Public

My Commission Expires: April 27th, 2020.

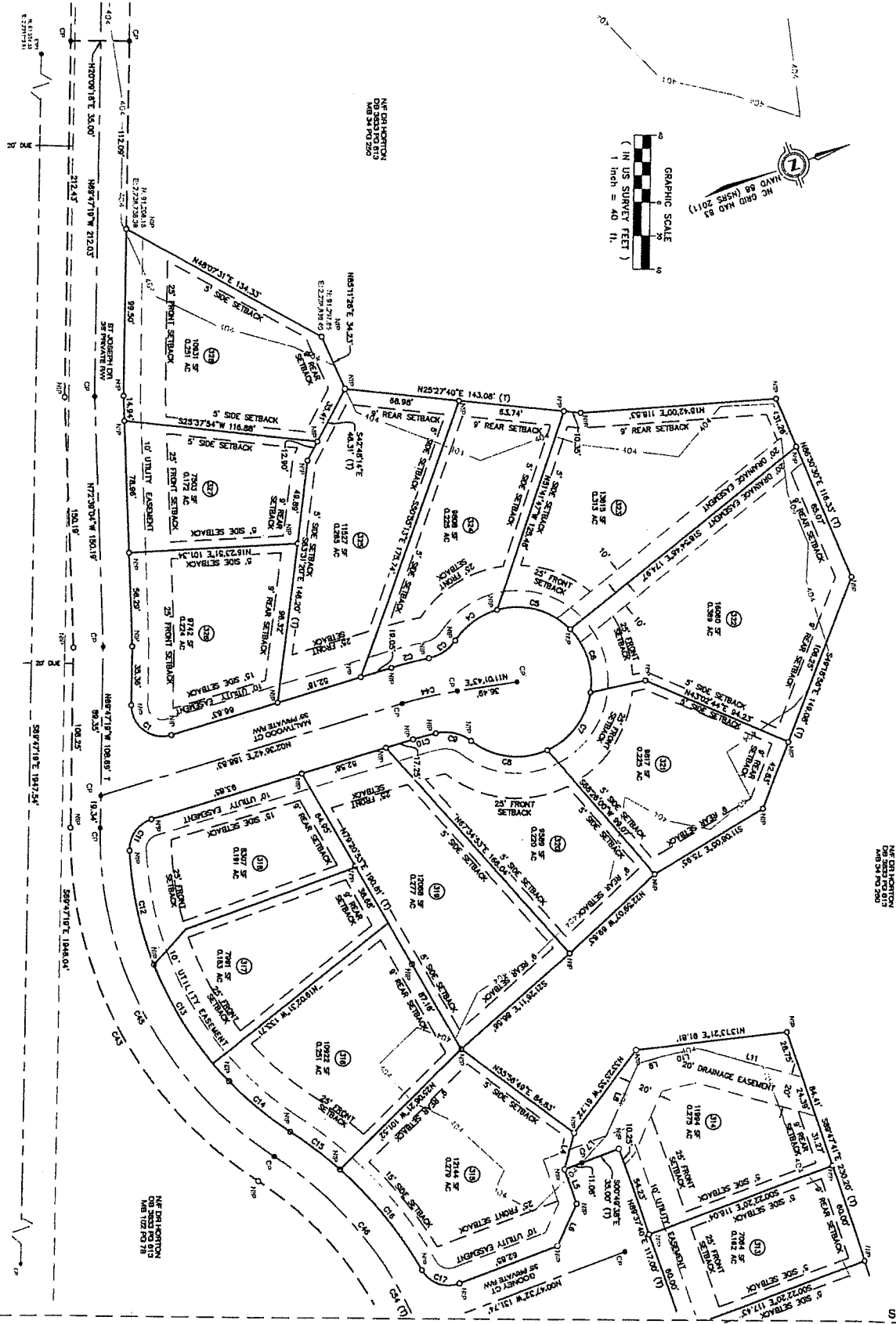


EXHIBIT A

SEE SHEET 3

SEE SHEET 3

DATE	06/03/2019	SCALE	1" = 40'
DRAWN BY	DJP	CHECKED BY	RAP
REVISIONS			
SHEET	20F5	DESCRIPTION	SUBDIVISION MAP



SUBDIVISION MAP FOR:
DR HORTON INC.
AVALON SUBDIVISION - PHASE 8
 DEED BOOK 3833 AT PAGE 613, MAP BOOK 34, PAGE 250
 BOLIVIA
 BRUNSWICK COUNTY, NORTH CAROLINA

PROFESSIONAL LAND SURVEYING SERVICES BY:
ESP ASSOCIATES, INC.
 SUBSURFACE • HYDROGRAPHIC • MOBILE • GEOMATICS

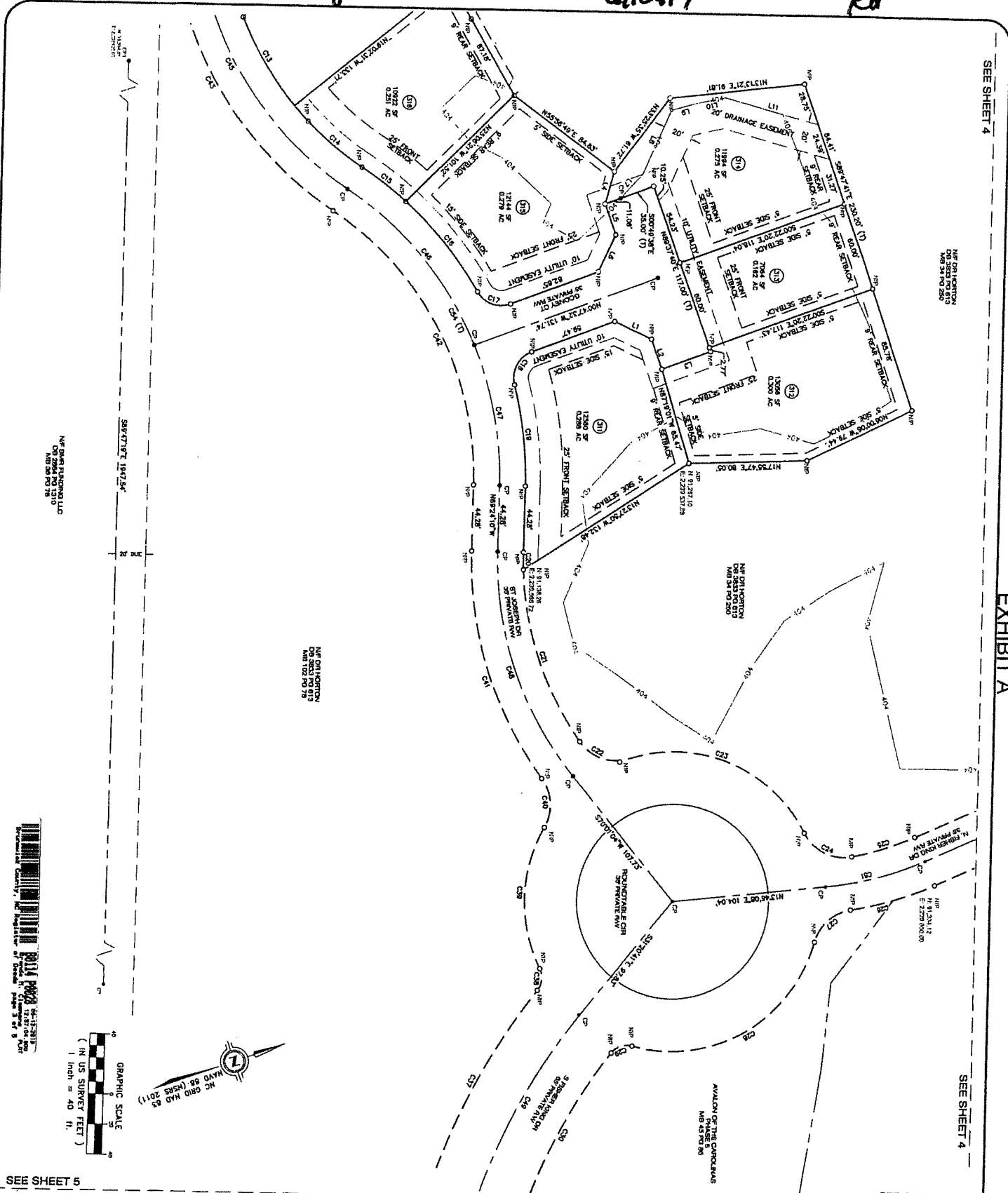
211 Racine Drive, Suite 101
 Wilmington, North Carolina 28403
 (910) 444-3099 / www.espsurvey.com / License # F-1407

14487

Map Cabinet 114 Page 28

6/12/19

RH



SEE SHEET 4

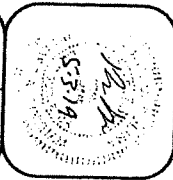
EXHIBIT A

SEE SHEET 4

SEE SHEET 5

SEE SHEET 5

DATE	05/02/2019	SCALE	1" = 40'
DRAWN BY	D.P.P.	CHECKED BY	R.A.P.
DESCRIPTION	SUBDIVISION MAP		
SHEET	3 OF 5		



SUBDIVISION MAP FOR:
D R HORTON INC.
AVALON SUBDIVISION - PHASE 8
 DEED BOOK 3833 AT PAGE 613, MAP BOOK 34, PAGE 250
 BOLIVIA
 BRUNSWICK COUNTY, NORTH CAROLINA

PROFESSIONAL LAND SURVEYING SERVICES BY:
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 Wilmington, North Carolina 28403
 (910) 444-3859 / www.espassociates.com / License # F-1407

114/28

Map Cabinet 114 Page 09

10/12/19

RKH

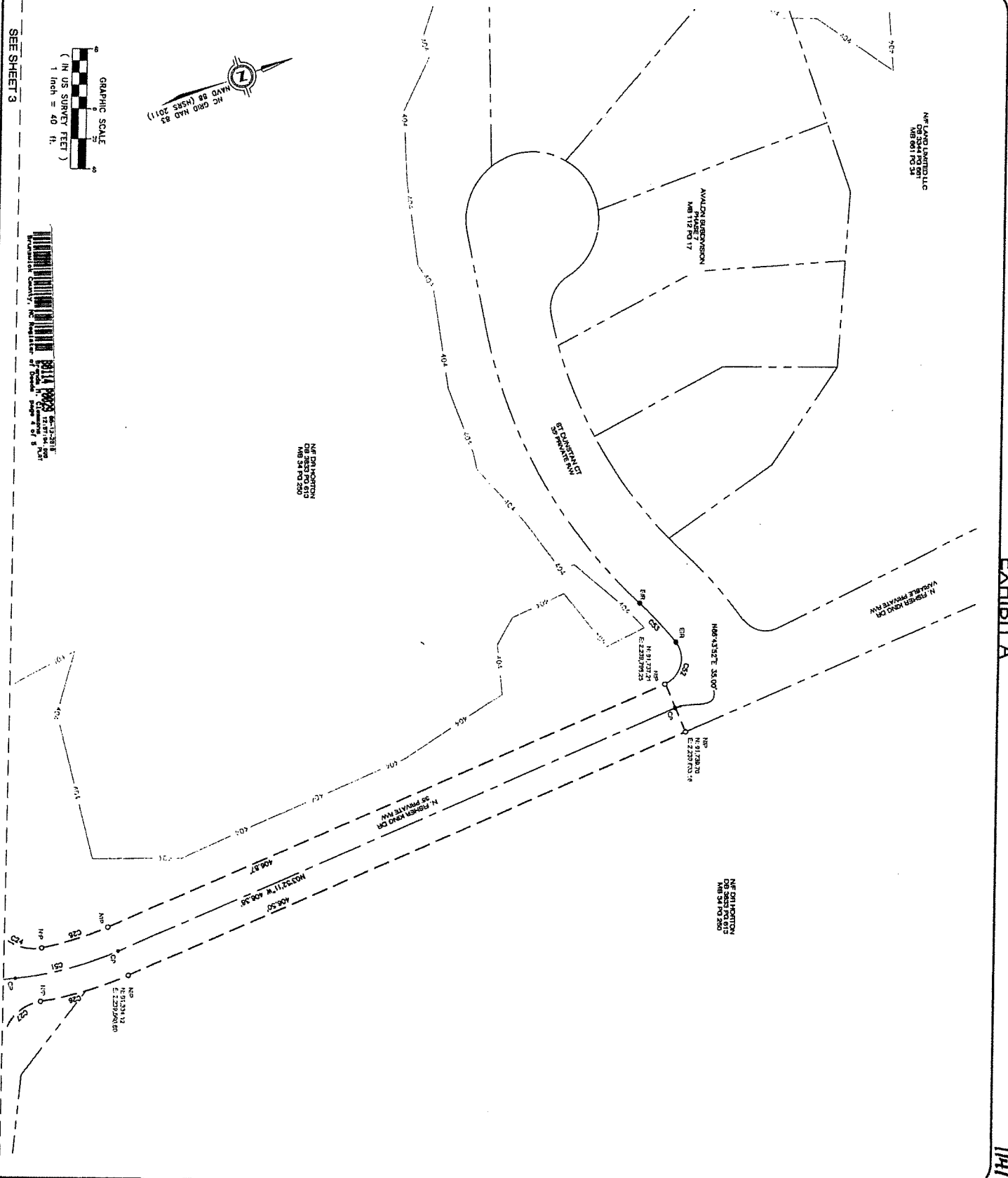
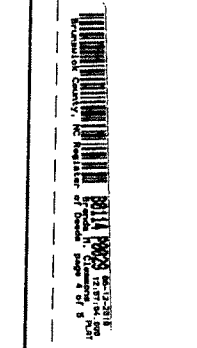
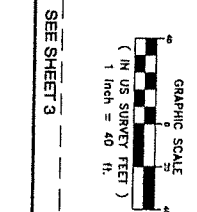
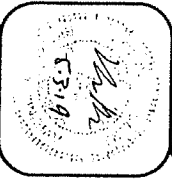


EXHIBIT A

1141 09



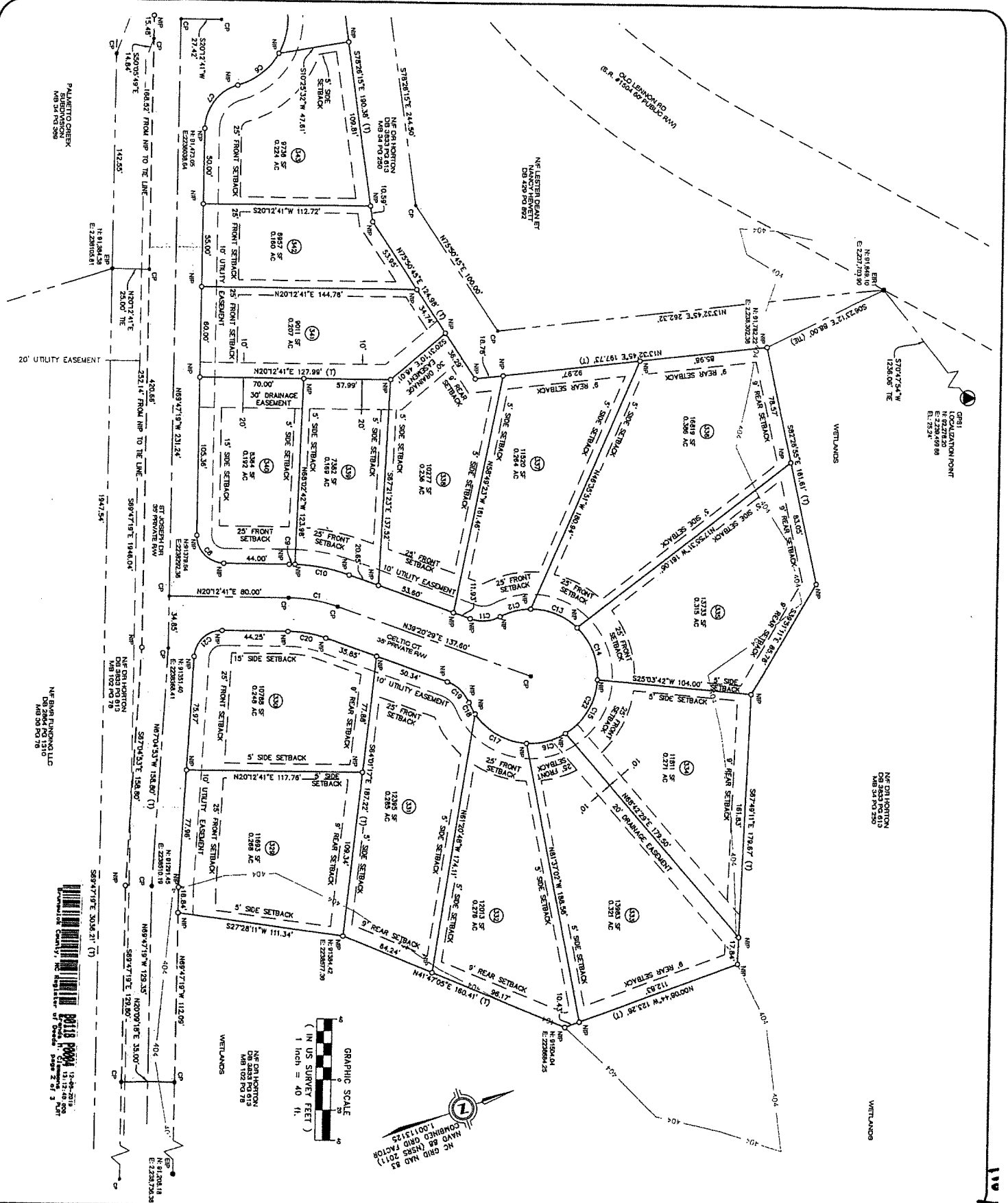
DATE	05/03/2019
DRAWN BY	D.P.P.
CHECKED BY	R.A.P.
REVISIONS	
SCALE	1" = 40'
DESCRIPTION	SUBDIVISION MAP
SHEET	4 OF 5



SUBDIVISION MAP FOR:
D R HORTON INC.
AVALON SUBDIVISION - PHASE 8
 DEED BOOK 3833 AT PAGE 613, MAP BOOK 34, PAGE 250
 BOLIVIA
 BRUNSWICK COUNTY, NORTH CAROLINA

PROFESSIONAL LAND SURVEYING SERVICES BY:
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20F3

DATE	10/13/2019	SCALE	1" = 40'
DESIGNED BY	D.P.P.	CHECKED BY	R.A.P.
REVISIONS			

SUBDIVISION MAP FOR:
DR HORTON INC.
AVALON SUBDIVISION - PHASE 9
 DEED BOOK 3833 AT PAGE 613, MAP BOOK 34, PAGE 250
 BOVINA Lockwood Fork

PROFESSIONAL LAND SURVEYING SERVICES BY:
ESP ASSOCIATES, INC
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 Wilmington, North Carolina 28403
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Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

Action Item # V. - 10.

From:

Bryan Batton

County Attorney - Declaration of Surplus Property

Issue/Action Requested:

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

Background/Purpose of Request:

The County has obtained three parcels of land recently through tax foreclosure. The parcels include: Parcel # 1780007102, which has a tax value of \$ 4,500.00, and the County obtained for \$ 1,740.06; Parcel # 230DE024, which has a tax value of \$ 1,600.00, and the County obtained for \$ 1,600.00; and Parcel # 142HA023, which has a tax value of \$ 4,400.00, and the County obtained for \$ 2,141.95.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

To consider declaring the three parcels of land surplus, and if so, then to put them on the County's website as such.

County Manager's Recommendation:

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

ATTACHMENTS:

Description

- Virginia Williams Heirs--Commissioners Deed
- Itani Heirs Commissioners Deed
- Parcel # 230DE024--Commissioners Deed

This certifies that there are no delinquent ad valorem taxes, fees, assessments or other liens which the Brunswick County Tax Collector is charged with collecting, that are a lien on: Parcel Number 178 000 7102 as notated by the Brunswick County Assessor's Office. This is not a certification that the parcel number matches the deed description.

DEC 17 2019
Date (Asst) Tax Col. / Del. Tax Spec.



B4290 P0410 12-17-2019 09:48:05.000
Brunswick County, NC Register of Deeds page 1 of 2
Brenda M. Clemmons PROP

Return to Bryan Batton Type Bev
Total 260 Rev 0 Int. ML
Ck \$ 30 Ck # 9300 Cash \$ _____
Refund _____ Cash \$ _____ Finance _____

- Portions of document are illegible due to condition of original.
- Document contains seals verified by original instrument that cannot be reproduced or copied.

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

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

COMMISSIONER'S DEED

This Deed, made this 16 day of December, 2019, by Bryan W. Batton, Commissioner, to **The County of Brunswick**, PO Box 249, Bolivia, NC 28422.

WITNESSETH

That whereas Bryan W. Batton was appointed commissioner under an order of the District Court of Brunswick County, North Carolina, in the tax foreclosure proceeding entitled "County of Brunswick vs. Geneva Faye Williams, et al, Case # 16 CVD 1557, and Bryan W. Batton was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas Bryan W. Batton, commissioner, did on the 4th day of October, 2019, offer the land hereinafter described at a public sale at the Brunswick County Courthouse door, in Bolivia, North Carolina, wherein **The County of Brunswick** became the last and highest bidder for said land for the sum of \$ 1,740.06 for Parcel # 1780007102, and no upset or increased bid having been made within the time allowed by law, and the sale having been confirmed, and Bryan W. Batton having been ordered to execute a deed to the purchaser upon payment of the purchase money;

Now, in consideration of the premises and the sum of \$ 1,740.06 for Parcel # 1780007102, receipt of which is hereby acknowledged, Bryan W. Batton, commissioner, does, by these presents, hereby bargain, sell, grant, and convey to **The County of Brunswick** and its heirs and assigns, that property situated in Brunswick County, North Carolina, and described as follows:

PARCEL # 1780007102:

BEGINNING at an iron pipe in the east right of way line of County Road # 1350, thence from this beginning point South 7°15 minutes West 50' to an iron pipe; thence south 82° 45 minutes east 100' to an iron pipe; thence north 7° 15 minutes east 50' to an iron pipe; thence north 82° 45 minutes west 100 feet to the point of beginning and being all of Lot # 1, Longwood Heights, as shown on that map by Jan K. Dale, February 12, 1972.



This conveyance is made subject to 2020 County and City property taxes, the payment of which shall be assumed by the purchaser. To have and to hold the aforesaid tract of land, to **The County of Brunswick** and its heirs and assigns forever, in as full and ample manner as Bryan W. Batton, commissioner, is authorized and empowered to convey the same.

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




Bryan W. Batton, Commissioner (SEAL)

NORTH CAROLINA
BRUNSWICK COUNTY

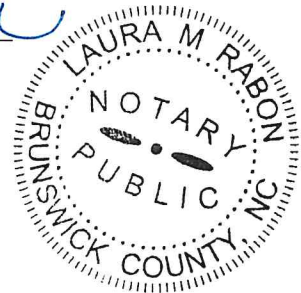
I, Laura M. Rabon, Notary Public of this County, do hereby certify that Bryan W. Batton, commissioner, grantor, personally appeared before me this day and that I have personal knowledge of the identity of the principal; that he acknowledged to me that he voluntarily signed the foregoing document for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

Witness my hand and official seal this 4th
16 day of December, 2019.



Laura M. Rabon, Notary Public

My commission expires: 5/22/2021.



This certifies that there are no delinquent ad valorem taxes, fees, assessments or other liens which the Brunswick County Tax Collector is charged with collecting, that are a lien on: Parcel Number 142HA023 as notated by the Brunswick County Assessor's Office. This is not a certification that the parcel number matches the deed description.

DEC 17 2019 [Signature]
Date (Asst) Tax Col. / Del. Tax Spec.



B4290 P0414 12-17-2019 09:48:05.002
Brenda M. Clemmons PROP
of Deeds page 1 of 2

Return to Bryan Batton Type Per
Total 26 Rev 0 Int. 100
Chk \$ 26 Ck # 0597 Cash \$ _____
refund _____ Cash \$ _____ Finance _____
 Portions of document are illegible due to condition of original.
 Document contains seals verified by original instrument that cannot be reproduced or copied.

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

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

COMMISSIONER'S DEED

This Deed, made this 16 day of December, 2019, by Bryan W. Batton, Commissioner, to **The County of Brunswick**, PO Box 249, Bolivia, NC 28422.

WITNESSETH

That whereas Bryan W. Batton was appointed commissioner under an order of the District Court of Brunswick County, North Carolina, in the tax foreclosure proceeding entitled "County of Brunswick vs. Terry Kay Itani, Case # 19 CVD 836, and Bryan W. Batton was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas Bryan W. Batton, commissioner, did on the 15th day of November, 2019, offer the land hereinafter described at a public sale at the Brunswick County Courthouse door, in Bolivia, North Carolina, wherein **The County of Brunswick** became the last and highest bidder for said land for the sum of \$ 2,141.95 for Parcel # 142HA023, and no upset or increased bid having been made within the time allowed by law, and the sale having been confirmed, and Bryan W. Batton having been ordered to execute a deed to the purchaser upon payment of the purchase money;

Now, in consideration of the premises and the sum of \$ 2,141.95 for Parcel # 142HA023, receipt of which is hereby acknowledged, Bryan W. Batton, commissioner, does, by these presents, hereby bargain, sell, grant, and convey to **The County of Brunswick** and its heirs and assigns, that property situated in Brunswick County, North Carolina, and described as follows:

PARCEL # 142HA023:

ALL AND SINGULAR, all that certain lot or parcel of land situated in the City of Boiling Spring Lakes, Town Creek Township, Brunswick County, North Carolina and

more particularly described as follows:

BEING ALL OF LOT 28, BLOCK 204, SECTION 1, of the BOILING SPRING LAKES SUBDIVISION according to a map recorded in Map Book (Cabinet) H at Page 349 of the Brunswick County Registry. Said lot having the metes, bounds, and locations as shown on said map.

This conveyance is made subject to 2020 County and City property taxes, the payment of which shall be assumed by the purchaser. To have and to hold the aforesaid tract of land, to **The County of Brunswick** and its heirs and assigns forever, in as full and ample manner as Bryan W. Batton, commissioner, is authorized and empowered to convey the same.

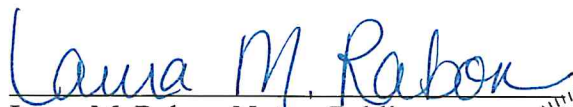
In witness whereof, Bryan W. Batton, commissioner, has hereunto set his hand and seal.


_____(SEAL)
Bryan W. Batton, Commissioner

NORTH CAROLINA
BRUNSWICK COUNTY

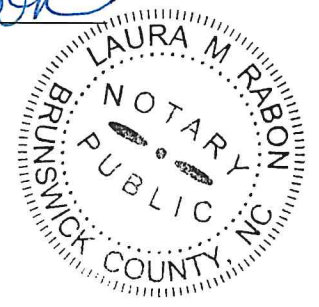
I, Laura M. Rabon, Notary Public of this County, do hereby certify that Bryan W. Batton, commissioner, grantor, personally appeared before me this day and that I have personal knowledge of the identity of the principal; that he acknowledged to me that he voluntarily signed the foregoing document for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

Witness my hand and official seal this 16th day of December, 2019.



Laura M. Rabon, Notary Public

My commission expires: 5/22/2021.



This certifies that there are no delinquent ad valorem taxes, fees, assessments or other liens which the Brunswick County Tax Collector is charged with collecting, that are a lien on: Parcel Number 230DE024 as noted by the Brunswick County Assessor's Office. This is not a certification that the parcel number matches the deed description.

DEC 17 2019 [Signature]
Date (Asst) Tax Col. / Del. Tax Spec.



B4290 P0412 12-17-2019 09:48:05.001
Brenda M. Clemmons PROP
Brunswick County, NC Register of Deeds page 1 of 2

return to Bryan Batton Type Exp
Total 26 Rev 0 Int. Nil
Chk \$ 26 Ck # 9301 Cash \$ _____
refund _____ Cash \$ _____ Finance _____

Portions of document are illegible due to condition of original.

Document contains seals verified by original instrument that cannot be reproduced or copied.

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

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

COMMISSIONER'S DEED

This Deed, made this 16th day of December, 2019, by Bryan W. Batton, Commissioner, to **The County of Brunswick**, PO Box 249, Bolivia, NC 28422.

WITNESSETH

That whereas Bryan W. Batton was appointed commissioner under an order of the District Court of Brunswick County, North Carolina, in the tax foreclosure proceeding entitled "County of Brunswick vs. Thomas Earl Robinson and Sandra M. Robinson, Case # 19 CVD 191, and Bryan W. Batton was directed by the order as commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas Bryan W. Batton, commissioner, did on the 13th day of October, 2019, offer the land hereinafter described at a public sale at the Brunswick County Courthouse door, in Bolivia, North Carolina, wherein **The County of Brunswick** became the last and highest bidder for said land for the sum of \$ 559.85 for Parcel # 230DE024, and no upset or increased bid having been made within the time allowed by law, and the sale having been confirmed, and Bryan W. Batton having been ordered to execute a deed to the purchaser upon payment of the purchase money;

Now, in consideration of the premises and the sum of \$ 559.85 for Parcel # 230DE024, receipt of which is hereby acknowledged, Bryan W. Batton, commissioner, does, by these presents, hereby bargain, sell, grant, and convey to **The County of Brunswick** and its heirs and assigns, that property situated in Brunswick County, North Carolina, and described as follows:

PARCEL # 230DE024:

BEING ALL of Lot 115, of Little Shallotte River Estates Subdivision all according to a survey by Jan K. Dale, R.L.S., dated 10 September 1984 and being duly recorded in Map Cabinet O, Page 371 of the Brunswick County Registry.

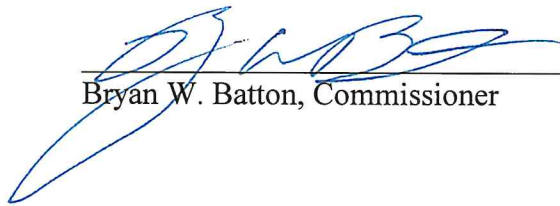


This Conveyance is made SUBJECT to those certain restrictions as recorded in Deed Book 479, Page 369 of the Brunswick County Registry.

The Grantees hereby expressly reserve and except for the Grantors, their heirs, successors and assigns a permanent, non-exclusive easement over and along the streets, easements, drainage ditches and common areas located within Little Shallotte River Estates Subdivision for the purpose of inspecting, maintaining, and repairing said streets, easements, drainage easement and common areas.

This conveyance is made subject to 2020 County and City property taxes, the payment of which shall be assumed by the purchaser. To have and to hold the aforesaid tract of land, to **The County of Brunswick** and its heirs and assigns forever, in as full and ample manner as Bryan W. Batton, commissioner, is authorized and empowered to convey the same.

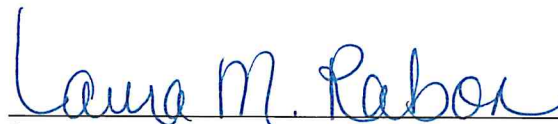
In witness whereof, Bryan W. Batton, commissioner, has hereunto set his hand and seal.

 (SEAL)
Bryan W. Batton, Commissioner

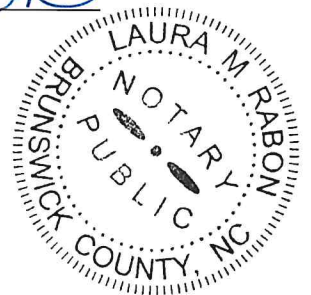
NORTH CAROLINA
BRUNSWICK COUNTY

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

Witness my hand and official seal this 16th day of December, 2019.


Laura M. Rabon, Notary Public

My commission expires: 5/22/2021.





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

Action Item # V. - 11.

From:
Bryan Batton, Asst. County Attorney

County Attorney - Easement Agreement to Provide Sewer

Issue/Action Requested:

To approve the attached easement agreement over parcels 244FE00114 and 244FF001, which grants Brunswick County the ability to provide sewer service once sewer lines are installed and dedicated.

Background/Purpose of Request:

The property owners of parcels 244FF001 and 244FE00114 have reached an agreement, and as part of that agreement, are granting an easement to Brunswick County to allow for sewer service once the facilities have been installed and dedicated. By acceptance of the easement, Brunswick County agrees to restore the ground surface should the County disturb as part of sewer service, which the County already does as part of its regular course of business.

A plat of the parcels and easement areas are attached.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

To approve the attached easement agreement over parcels 244FE00114 and 244FF001, which grants Brunswick County the ability to provide sewer service once sewer lines are installed and dedicated.

County Manager's Recommendation:

Recommend the Board approve the attached easement agreement over parcels 244FE00114 and 244FF001, which grants Brunswick County the ability to provide sewer service once sewer lines are installed and dedicated.

ATTACHMENTS:

Description

- Easement Agreement
- Plat of Easement

Prepared by: This instrument prepared by Kara J. Keith of Bellamy, Rutenberg, Copeland, Epps,
Gravely & Bowers, P.A., a licensed North Carolina attorney.
Return to: 1000 29th Avenue North, Myrtle Beach, SC 29577

EASEMENT AGREEMENT
Brunswick County, North Carolina

THIS EASEMENT AGREEMENT (this "Easement Agreement") is made this 16th day of December, 2019 (the "Effective Date"), by and between 17th Fairway Properties, LLC, a North Carolina limited liability company ("Fairway"), Melody A. LaMonica and Michael S. LaMonica (the "LaMonicas") and Brunswick County, a North Carolina body politic and political subdivision of the State of North Carolina (the "County"), whose address is P.O. Box 249, Bolivia, North Carolina 28422. Fairway, the LaMonicas and the County are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, Fairway is the owner and holder of the property described on Exhibit "A" attached hereto and incorporated herein by this reference ("Fairway Parcel A"); and

WHEREAS, Fairway is the owner and holder of the property described on Exhibit "B" attached hereto and incorporated herein by this reference ("Fairway Parcel B"); and

WHEREAS, Fairway Parcel A and Fairway Parcel B are sometimes collectively referred to herein as the "Fairway Property"; and

WHEREAS, the LaMonicas are the owner and holder of the property described on Exhibit "C" attached hereto and incorporated herein by this reference (the "LaMonica Property"); and

WHEREAS, the LaMonicas are desirous of granting to the County (i) a temporary, non-exclusive easement over the LaMonica Property for the purpose of connecting the Sanitary Sewer Line (as hereinafter defined) with the Existing Sewer Line (as hereinafter defined), and (ii) a permanent, perpetual non-exclusive easement over that certain area located on the LaMonica Property and identified as “25’ Sewer Easement” (the “LaMonica Easement Area”) on the Plat (as hereinafter defined) for the purpose of maintaining, repairing, replacing, removing, extending, improving, building and/or operating the Sanitary Sewer Facilities (as hereinafter defined); and

WHEREAS, Fairway is desirous of granting to the County (i) a temporary, non-exclusive easement over the Fairway Property for the purpose of installing and constructing the Sanitary Sewer Line within Fairway Parcel B, and (ii) a permanent, perpetual non-exclusive easement over that certain area located on the Fairway Property and identified as “25’ Sewer Easement” (the “Fairway Easement Area”) on the Plat (as hereinafter defined) for the purpose of maintaining, repairing, replacing, removing, extending, improving, building and/or operating the Sanitary Sewer Facilities;

WHEREAS, upon the completion of the installation of the Sanitary Sewer Facilities, the LaMonicas and Fairway shall convey and dedicate the Sanitary Sewer Facilities to the County, and the County shall accept such conveyance and dedication thereof;

NOW THEREFORE, for and in consideration of the sum of Five and No/100 (\$5.00) Dollars and other true and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto do hereby agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein by reference as if set forth verbatim.

2. **Certain Definitions**. For the purposes of this Easement Agreement, the following terms shall have the following meanings:

“**Existing Sewer Line**” means the existing Brunswick County sanitary sewer line located within the LaMonica Property and identified as “25’ Sewer Easement” on the Plat;

“**Plat**” means that certain recombination survey prepared by Norris & Ward Land Surveyors, P.A. entitled “Recombination Survey for 17th Fairway Properties, LLC”, dated September 30, 2019, and recorded October 21, 2019, in Map Cabinet 117, at Page 7, records of Brunswick County, North Carolina;

“**Sanitary Sewer Facilities**” shall collectively refer to the Existing Sewer Line, the Sanitary Sewer Line and all related infrastructure;

“**Sanitary Sewer Line**” means a sanitary sewer line and related infrastructure;

3. LaMonica Grant of Easements.

a. Temporary Construction Easement. The LaMonicas do hereby grant, bargain, sell and convey unto the County, its successors and assigns, a temporary, non-exclusive easement over the LaMonica Property for the purpose of connecting the Sanitary Sewer Line with the Existing Sewer Line (the "LaMonica Temporary Easement"). The LaMonica Temporary Easement shall automatically terminate upon dedication to and acceptance by the County of the Sanitary Sewer Facilities.

b. Perpetual Easement. The LaMonicas do hereby grant, bargain, sell and convey unto the County, its successors and assigns, a permanent, perpetual non-exclusive easement over the LaMonica Easement Area for the purpose of maintaining, repairing, replacing, removing, extending, improving, building and/or operating the Sanitary Sewer Facilities (the "LaMonica Perpetual Easement"). As the LaMonica Perpetual Easement is non-exclusive in nature, nothing herein shall limit or prevent the use by the LaMonicas of the property within the LaMonica Easement Area so long as such use does not unreasonably interfere with the purposes for which the Fairway LaMonica Easement is granted.

4. Fairway Grant of Easements.

a. Temporary Construction Easement. Fairway does hereby grant, bargain, sell and convey unto the County, its successors and assigns, a temporary, non-exclusive easement over the Fairway Property for the purpose of installing and constructing the Sanitary Sewer Line within Fairway Parcel B and to connect the Sanitary Sewer Line with the Existing Sewer Line (the "Fairway Temporary Easement"). The Fairway Temporary Easement shall automatically terminate upon dedication to and acceptance by the County of the Sanitary Sewer Facilities.

b. Perpetual Easement. Fairway does hereby grant, bargain, sell and convey unto the County, its successors and assigns, a permanent, perpetual non-exclusive easement over the Fairway Easement Area for the purpose of maintaining, repairing, replacing, removing, extending, improving, building and/or operating the Sanitary Sewer Facilities (the "Fairway Perpetual Easement"). As the Fairway Perpetual Easement is non-exclusive in nature, nothing herein shall limit or prevent the use by Fairway of the property within the Fairway Easement Area so long as such use does not unreasonably interfere with the purposes for which the Fairway Perpetual Easement is granted.

The LaMonica Temporary Easement, the LaMonica Perpetual Easement, the Fairway Temporary Easement and the Fairway Perpetual Easement are sometimes collectively referred to herein as the "Easements". The LaMonica Easement Area and the Fairway Easement Area are sometimes collectively referred to herein as the "Easement Areas".

5. Appurtenant Nature of Easements. The Easements and rights granted herein shall be appurtenant to and for the benefit of the Fairway Property, including all additions thereto, and shall bind and be a burden upon the LaMonica Property and the Fairway Property. The Parties agree that the within Easements may be utilized by the County, its successors and assigns, only for the purposes for which such Easements are granted as set forth in this Easement Agreement.

6. Dedication of Sanitary Sewer Facilities to County.

a. Upon completion of installation and construction of the Sanitary Sewer Facilities, the LaMonicas and Fairway shall (i) promptly dedicate and convey the Sanitary Sewer Line to the County pursuant to an agreement or agreements acceptable to the County, and (ii) execute, deliver, record, and/or consent to the recording of any instrument reasonably requested by the County or the LaMonicas and Fairway to effectuate and/or evidence the dedication of the Sanitary Sewer Facilities to the County, and/or the rights and obligations of the parties hereto with respect to the subject matter hereof.

b. County hereby acknowledges and agrees that County has consented to the LaMonicas and Fairway attaching the Sanitary Sewer Line to the Existing Sewer Line, provided that such attachment is pursuant to plans approved by the County.

7. County Rights and Obligations. The Sanitary Sewer Facilities currently existing or to be placed under and upon and across the LaMonica Easement Area and/or the Fairway Easement Area shall remain the property of the County. The County shall have the right to inspect, remove, repair, replace, maintain and improve the Sanitary Sewer Facilities together with the rights of ingress and egress to the Sanitary Sewer Facilities, and to make such changes and additions to the Sanitary Sewer Facilities upon the Easement Areas as the County from time to time may deem advisable.

Except as otherwise stated herein, the County shall at all times have the right to keep the Easement Areas clear of all buildings or structures and such vegetation as will, in its judgment, interfere with the purpose of this easement. Except as otherwise stated herein, the LaMonicas and Fairway expressly promise and agree not to construct or allow to be constructed any building, structure or other improvement and further, promises not to plant or allow to be planted any trees, shrubs, bushes, undergrowth or other vegetation which the County may determine in its sole discretion would permit encroachment or interference with the County's rights hereunder. It is expressly understood and agreed hereunder that the LaMonicas and Fairway and their successors and assigns shall retain the right to cultivate the ground lying within the boundaries of the Easement Areas and use said Easements for any other lawful purpose, however, such cultivation or use shall not be inconsistent with the rights herein granted to the County, and the County, unless otherwise stated herein, shall not be liable to any damages or loss due to the exercise of its rights hereunder within the Easement Areas.

By acceptance of this Easement Agreement, the County agrees that it will restore the surface of the LaMonica Property and the Fairway Property to its approximate level prior to the construction by filling or grading in the course of construction or maintenance of the Sanitary Sewer Facilities so long as the same are not inconsistent with or do not interfere with the rights herein granted to the County. It is specifically agreed that any trees removed for the construction or maintenance work will not be replaced.

The Easement Areas may be seeded by the County, but the County will not be responsible for landscaping or otherwise improving the Easement Areas. It is understood and agreed that the

execution of this Easement Agreement by the LaMonicas and Fairway and the acceptance by the County shall not obligate the County to construct or maintain any mains, pipes, valves or other utility system facilities or permit any connection to the Sanitary Sewer Facilities, or maintain any roadway which may be within the Easement Areas.

8. Notices. Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by hand, by nationally recognized overnight express delivery service, by U.S. registered or certified mail, return receipt requested, postage prepaid, or by e-mail, to the addresses set out below or at such other address as are specified by written notice delivered in accordance herewith:

To Fairway: 1868 Portage Lane Southwest
Ocean Isle Beach, NC 28469
Attn: Russell P. Baltzer and Alice D'Angelo

To the LaMonicas: 1862 Portage Lane Southwest
Ocean Isle Beach, NC 28469

To the County: P.O. Box 249
Bolivia, North Carolina 28422

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given (a) on the date of delivery, if delivered by hand; (b) on the date mailed, if sent by overnight express delivery or if sent by U.S. mail; or (c) on the date of transmission, if sent by electronic transfer device with a follow-up by regular mail. Such notices shall be deemed received (a) on the date of delivery, if delivered by hand or overnight express delivery service; (b) on the date indicated on the return receipt if mailed or; (c) on the date of transmission, if sent by electronic device. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice and given on the date of mailing.

9. Authority. Each Party hereby represents and warrants to the other Parties that it has the full power and authority to enter into and to execute this Easement Agreement, and that all necessary corporate or company action has been taken to duly authorize the execution, delivery and performance of this Easement Agreement.

10. Binding Effect. This Easement Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.

11. Counterparts. This Easement Agreement may be executed in multiple counterparts, the signatures pages of which may be compiled to constitute an original document.

12. Governing Law. This Easement Agreement shall be governed by and constructed in accordance with the laws of the State of North Carolina.

13. Severability. If any provision of this Easement Agreement, or the application of such provision to any Party, shall be held invalid by any court of competent jurisdiction, the remainder of this Easement Agreement, and the application of such provision to any Party or circumstance, other than the Party or circumstance to which it is held invalid, shall not be affected thereby.

14. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Easement Agreement nor in any way affect the terms and provisions hereof.

15. Entire Agreement. This Easement Agreement and any attached addenda constitute the entire agreement between the Parties, and no oral statement or amendment not reduced to writing and signed by all Parties shall be binding.

16. No Partnership. Nothing contained in this Easement Agreement shall be construed to make the Parties hereto partners or joint venturers or render any of said Parties liable for the debts or obligations of the other.

17. Parcel D. It is hereby understood and agreed by Fairway and the LaMonicas that, in exchange for the execution of this Easement Agreement and for the conveyances described hereunder, Fairway shall convey to the LaMonicas that certain real property described as "Parcel D" on the Plat.

Signature pages to follow.

IN WITNESS WHEREOF, the Parties have duly executed this Easement Agreement as of the day and year first above written.

FAIRWAY:

17TH FAIRWAY PROPERTIES, LLC
A North Carolina Limited Liability Company

By: *Russell P. Baltzer*
Russell P. Baltzer, Manager

By: *Alice D'Angelo*
Alice D'Angelo, Manager

Horry County, South Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Russell P. Baltzer and Alice D'Angelo

Date: 12/16/19

My Commission Expires:

MY COMMISSION EXPIRES: 10/17/2021

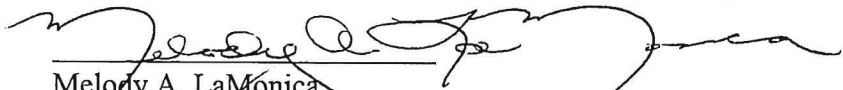
Tanya L. Angel
Notary Public
Print Name: Tanya L. Angel

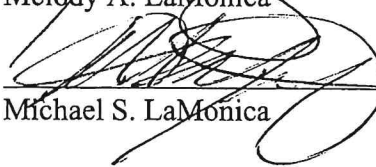
[Affix Notary Stamp or Seal below]



IN WITNESS WHEREOF, the Parties have duly executed this Easement Agreement as of the day and year first above written.

THE LAMONICAS:



Melody A. LaMonica


Michael S. LaMonica


Horry County, State of South Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Melody A. LaMonica and Michael S. LaMonica

Date: 12/16/19

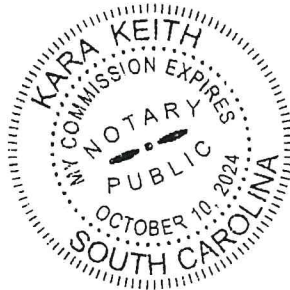
My Commission Expires:

10/10/2024



Notary Public
Print Name: Kara Keith

[Affix Notary Stamp or Seal below]



IN WITNESS WHEREOF, the Parties have duly executed this Easement Agreement as of the day and year first above written.

THE COUNTY:

BRUNSWICK COUNTY

**A North Carolina body politic and political subdivision
of the State of North Carolina**

By: _____

Name: _____

Its: _____

_____ County, State of _____

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

Date: _____

My Commission Expires:

Notary Public

Print Name: _____

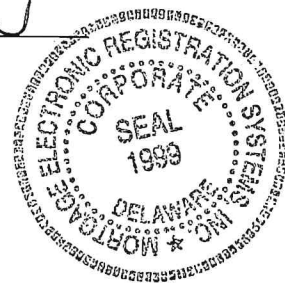
[Affix Notary Stamp or Seal below]

In consideration of the sum of Five and No/100 (\$5.00) Dollars to it in hand paid, the receipt of which is hereby acknowledged, Mortgage Electronic Registration Systems, Inc., as beneficiary of that certain Deed of Trust from Melody A. LaMonica and Michael S. LaMonica to First Mortgage Company, L.L.C. d/b/a Cunningham & Company, recorded September 29, 2015, in Book 3692, at Page 1162, in the office of the Register of Deeds of Brunswick County, North Carolina, hereby joins in the execution of this easement in order to subordinate the lien of its security interest in the LaMonica Property created by said Deed of Trust to this instrument.

“MERS” is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender’s Successors and assigns. MERS is the beneficiary under the Security Instrument. MERS is organized and existing under the law of Delaware, and has a mailing address of P.O. Box 2026, Flint MI 48501-2026, and/or a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS. **MIN NO: 1000162-0200000188-5**

Mortgage Electronic Registration Systems, Inc., as nominee for First Mortgage Company, L.L.C. d/b/a Cunningham & Company, its successors and assigns

By: Sherry A. Green
Name: Sherry A. Green
Its: Vice President



City of Richmond, State of Virginia

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Sherry A. Green, Vice President

Date: December 3, 2019

My Commission Expires: 05/31/2021

Notary Public LaShara Boddie
Print Name: LaShara Boddie

[Affix Notary Stamp or Seal below]

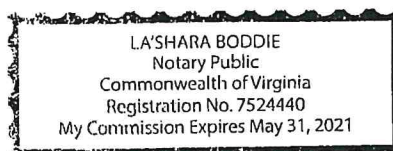


EXHIBIT "A"

Fairway Parcel A

BEING that certain tract or parcel of land shown as "Parcel A (Revised)", containing 0.79 acres, 34,341.79 square feet, more or less, on that certain map or plat prepared by Norris & Ward Land Surveyors, P.A. entitled "Recombination Survey for 17th Fairway Properties, LLC", dated September 30, 2019, and recorded October 21, 2019, in Map Cabinet 117, at Page 7, records of Brunswick County, North Carolina.

EXHIBIT "B"

Fairway Parcel B

BEING that certain tract or parcel of land shown as "Parcel B (Revised)", containing 0.66 acres, 28,919.53 square feet, more or less, on that certain map or plat prepared by Norris & Ward Land Surveyors, P.A. entitled "Recombination Survey for 17th Fairway Properties, LLC", dated September 30, 2019, and recorded October 21, 2019, in Map Cabinet 117, at Page 7, records of Brunswick County, North Carolina.

EXHIBIT "C"

The LaMonica Property

Being all of Lot 1, Ship Wacche Estates of Bricklanding Plantation as shown on plat recorded in Map Book 18 at Page 408 in the Brunswick County Registry, North Carolina.

Map Cabinet 117 Page 7 10-21-19 MR

I, Randy D. Ward, a Professional Land Surveyor certify that this map was drawn from an actual survey made under my direct supervision, that the ratio of precision of the actual field closure, as calculated by latitudes and departures is 1 : 10,000 +, that it conforms to G.S. 47-30 as amended and that it is true and correct to the best

I further certify that this survey is of another category, such as the recombination of existing parcels, a court ordered survey, or other exception to the definition of subdivision.

Witness my hand and seal this 17 day of October, 2019

Randy D. Ward
Randy D. Ward, P.L.S. L-3494



State of North Carolina
County of Brunswick

I, *Jennifer Dickinson* Review Officer for Brunswick County certify

statutory requirements for recording.

Jennifer Dickinson 10/21/19
Review Officer

Notes

Based on Flood Insurance Rate Map 3720108500K, Community # 370295, dated 8-28-2018, these parcels appear to be located in Flood Zones X, X (Shaded) No BFE and AE Elev. 12.0'.

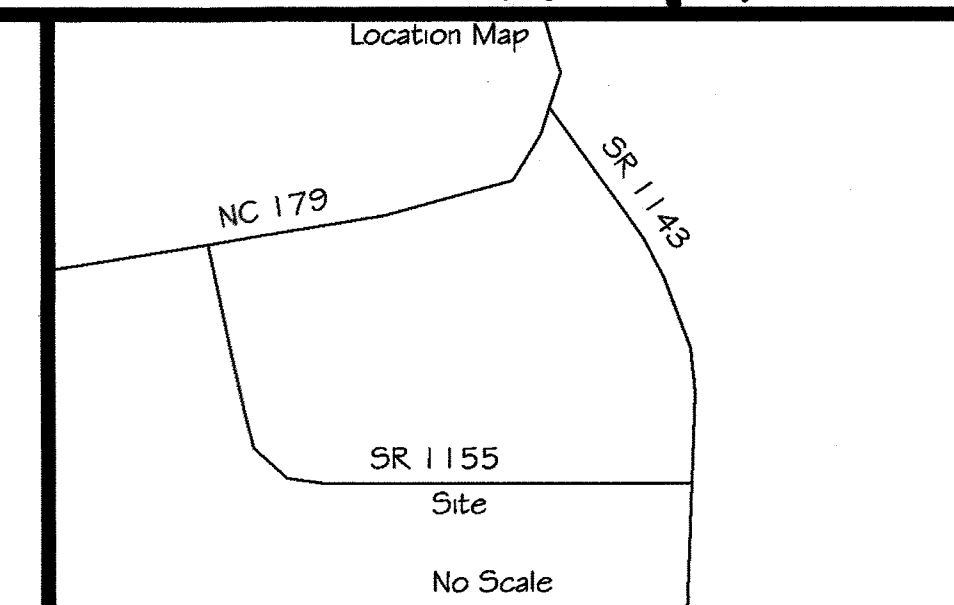
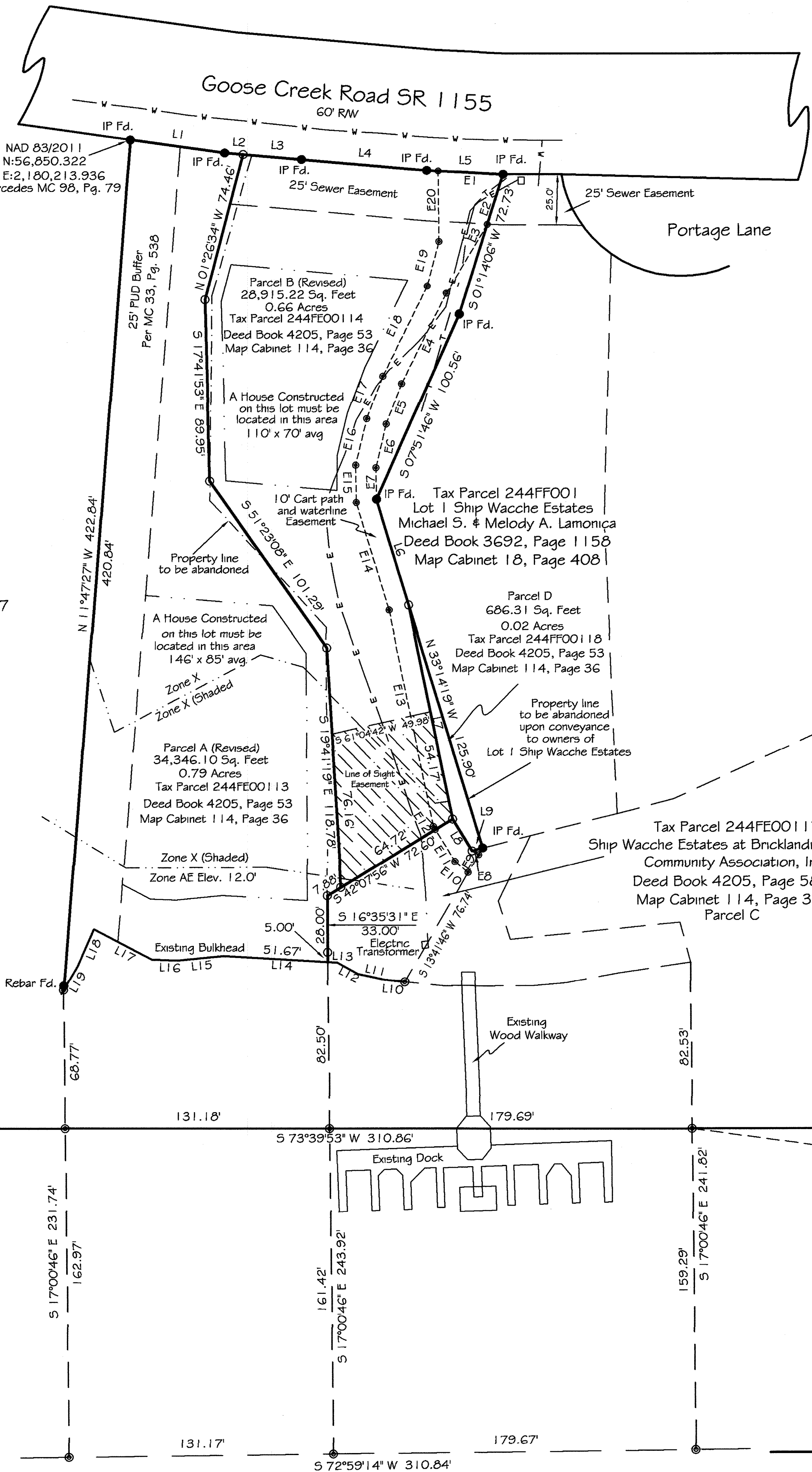
Flood Zone lines as shown are subject to scaling inaccuracy.

Adjoining property owners based on information found in the Brunswick County Tax office.

Area calculated by coordinates

Tax Parcel 244F0001
Harry N. Simmons
Deed Book 423, Page 377

NAD 83/2011
N:56,850.322
E:2,180,213.936
Supersedes MC 98, Pg. 79



LINE	BEARING	DISTANCE
L1	N 81°34'23" E	47.19'
L2	N 78°33'20" E	9.25'
L3	N 78°33'20" E	28.97'
L4	N 78°48'45" E	62.39'
L5	N 76°30'03" E	37.91'
L6	S 33°14'19" E	54.75'
L7	S 27°52'43" E	108.34'
L8	S 47°44'27" E	18.63'
L9	N 56°46'46" E	5.46'
L10	S 79°25'56" W	10.23'
L11	S 85°53'56" W	13.49'
L12	N 77°30'05" W	11.64'
L13	S 77°04'45" W	4.70'
L14	S 77°04'45" W	51.67'
L15	S 67°57'42" W	23.26'
L16	S 75°58'56" W	12.61'
L17	N 78°24'25" W	32.37'
L18	S 07°41'01" W	20.12'
L19	S 14°01'03" W	13.66'

Cart Path Easement

LINE	BEARING	DISTANCE
E1	N 76°30'03" E	32.23'
E2	S 01°14'06" W	25.99'
E3	S 14°36'34" W	39.83'
E4	S 10°06'21" W	50.19'
E5	S 04°20'57" W	21.26'
E6	S 02°49'51" E	22.31'
E7	S 17°08'15" E	15.61'
E8	S 76°18'14" E	3.73'
E9	S 13°41'46" W	10.00'
E10	N 68°09'46" W	8.59'
E11	N 47°44'27" W	18.61'
E12	N 47°44'27" W	1.77'
E13	N 27°52'46" W	109.65'
E14	N 33°14'19" W	55.67'
E15	N 17°08'15" W	18.45'
E16	N 02°43'03" W	23.70'
E17	N 04°12'03" E	22.40'
E18	N 10°05'05" E	49.99'
E19	N 01°30'44" W	22.83'
E20	N 16°49'04" W	34.92'

LEGEND

These standard symbols will be found in the drawing.

- Iron Pipe/ Rebar Found
- Rebar Set
- ⊙ Point not found/set
- E— Underground electric lines
- T— Underground Telephone lines
- W— Water line

SUBDIVISION WAIVER (A)

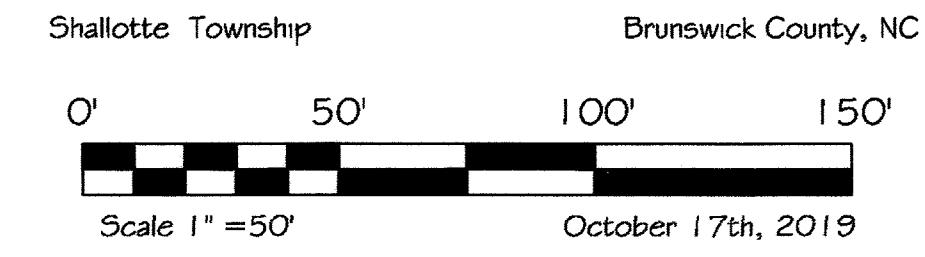
Jennifer Dickinson
Planning Director or Designee
Date: 10/21/19

BRUNSWICK COUNTY, NC REGISTER OF DEEDS
B0117 00007 10-21-2019 12:44:42.000 PLAT
Brenda H. Clemmons

NORRIS & WARD
Land Surveyors, P.A.
North Carolina & South Carolina
P.O. Box 7894
Ocean Isle Beach, NC 28469
NC -1037
(910) 579-5808 Fax (910) 579-5825
Steve M. Norns, P.L.S. Randy D. Ward, P.L.S.

Surveyed By: RDW, JCI
Drawn By: RDW
Checked By: SMN
File: Brackland Plantation/
Hole 17 revised
Sept 30 2019

Recombination Survey For
17th Fairway Properties, LLC
Of the lands claimed in Deed Book 4205, Page 53
Reference Map Cabinet 114, Page 36



©NORRIS & WARD LAND SURVEYORS P.A. 2019



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

From:
Bryan Batton

Action Item # V. - 12.

County Attorney - St. James MF5-Cottage Woods, Lots 1-36
Deed of Dedication

Issue/Action Requested:

Consider accepting the Deed of Dedication for water and sewer infrastructure in St. James MF5-Cottage Woods, Lots 1-36.

Background/Purpose of Request:

STJ Developments, LLC has submitted a Deed of Dedication for water and sewer infrastructure in St. James MF5-Cottage Woods, Lots 1-36. The lines have been tested and approved and are ready to be incorporated into our utility system.

Fiscal Impact:

Reviewed By Director of Fiscal Operations
\$ 59,658.63 for water
\$ 35,430.84 for sewer

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Accept the Deed of Dedication for water and sewer infrastructure from STJ Developments, LLC.

County Manager's Recommendation:

Recommend accepting the Deed of Dedication for water and sewer infrastructure in St. James MF5-Cottage Woods, Lots 1-36.

ATTACHMENTS:

Description

- ▣ St. James--Cottage Woods, Lots 1-36 DOD

Prepared by:
Jeffrey P. Keeter
Block, Crouch, Keeter, Behm & Sayed, LLP
P.O. Box 4
Wilmington, NC 28402

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the ____ day of September, 2019, by and between STJ DEVELOPMENTS, LLC, a North Carolina limited liability company with an office and place of business in Brunswick County, North Carolina, party of the first part, hereinafter referred to as “Developer”, and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, party of the second part, hereinafter referred to as Grantee;

WITNESSETH:

THAT WHEREAS Developer is the owner and developer of certain tracts or parcels of land located in Brunswick County, North Carolina, known as Cottage Woods at St. James Plantation, being a portion of the property described in the Deed recorded in Book 4131, Page 210, Brunswick County Registry and depicted on that plat entitled “MF-5 Tract B – M.B 110, PG 27 Cottage Woods, Lots 1-36 Lockwood Folly Township, Brunswick County, NC” prepared by Paramounte Engineering, Inc., which map is recorded in Map Cabinet 117 at Pages 50-52 in the office of the Register of Deeds of Brunswick County; and

AND WHEREAS Developer has caused to be installed water distribution lines and sewer lines under and along the road right-of-way hereinafter described and referenced;

AND WHEREAS Developer wishes to obtain water and sewer from Grantee for the property and to make water and sewer from Grantee's system available to individual owners

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

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

Being the water and sewer lines located in that area described as Battery Lane, Windmill Way and Andover Court, being 45' Private ROW as depicted on that plat entitled "MF-5 Tract B – M.B 110, PG 27 Cottage Woods, Lots 1-36, Lockwood Folly Township, Brunswick County, NC" prepared by Paramounte Engineering, Inc., which map is recorded in Map Cabinet 117 at Pages 50-52, reference to which is hereby made for a more particular description.

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

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

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

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

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

STJ DEVELOPMENTS, LLC,
a North Carolina limited liability company

By:  (SEAL)
Patrick Lennon, Vice President

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

I, a Notary Public of the State and County aforesaid, do hereby certify that on this 27 day of September, 2019 personally appeared before me PATRICK LENNON, Vice President of STJ DEVELOPMENTS, LLC, a North Carolina limited liability company

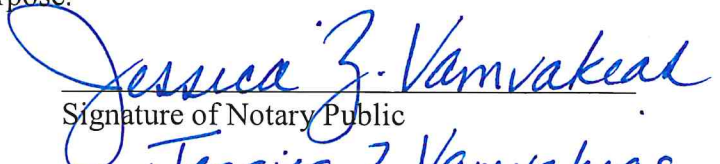
personally known to me;
 proved to me by satisfactory evidence;
 proved to me on the oath or affirmation of _____, who is personally known to me,

to be the person whose name is signed on the preceding Deed of Dedication, and acknowledged to me that he signed it voluntarily for its stated purpose.

(NOTARY SEAL)

JESSICA Z. VAMVAKIAS NOTARY PUBLIC New Hanover County North Carolina My Commission Expires <u>8/16/20</u>

My Commission Expires: _____


Signature of Notary Public
Jessica Z. Vamvakias
Printed or Typed Name of Notary Public

ACCEPTANCE OF DEED OF DEDICATION

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

Brunswick County Board of Commissioners

Frank Williams, Chairman

Andrea White
Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AFFIDAVIT

STJ Developments, LLC, a North Carolina limited liability company with an office and place of business in Brunswick County, North Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Lockwood Folly Township, Brunswick County, North Carolina, known as Cottage Woods at St. James Plantation, being a portion of the property described in the Deed recorded in Book 4131, Page 210, Brunswick County Registry and depicted on that plat entitled "MF-5 Tract B – M.B 110, PG 27 Cottage Woods, Lots 1-36, Lockwood Folly Township, as more particularly described in a Deed of Dedication in favor of Brunswick County of even date herewith.
2. That it has caused to be installed water distribution lines and sewer lines under and along the road right-of-way hereinafter described and referenced:

Being the water and sewer lines located in that area described as Battery Lane, Windmill Way and Andover Court, being 45' Private ROW as depicted on that plat entitled "MF-5 Tract B – M.B 110, PG 27 Cottage Woods, Lots 1-36, Lockwood Folly Township, Brunswick County, NC" prepared by Paramounte Engineering, Inc., which map is recorded in Map Cabinet 117 at Pages 50-52, reference to which is hereby made for a more particular description.

3. All the work which has been performed in the construction and installation of said water and sewer lines described in Paragraph 2, above, has been fully paid for and there are now no liens of any kind including any lien for labor or materials against the subdivision of

which Affiant is aware which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water and sewer lines installed therein which would in any way jeopardize title to the subdivision or the water and sewer lines located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized Vice President, this the 27 day of September, 2019.

STJ DEVELOPMENTS, LLC,
a North Carolina limited liability company

By: [Signature] (SEAL)
Patrick Lennon, Vice President

STATE OF NORTH CAROLINA
COUNTY OF North Carolina

Signed and sworn to before me this day by PATRICK LENNON, Vice President of STJ DEVELOPMENTS, LLC, a North Carolina limited liability company.

Date: 9/27/19

(NOTARY SEAL)

JESSICA Z. VAMVAKIAS
NOTARY PUBLIC
New Hanover County
North Carolina
My Commission Expires 8/14/20

My Commission Expires: _____

[Signature]
Signature of Notary Public

Jessica Z. Vamvakias
Printed Name of Notary Public



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

Action Item # V. - 13.

From:

Lyle Johnston

Emergency Services - LP 15 Product Service Agreement

Issue/Action Requested:

Request that the Board of Commissioners approve the 4 year warranty and product service agreement for our LP-15 Cardiac Monitor/Defibrillators.

Background/Purpose of Request:

Brunswick County EMS uses life saving Cardiac Monitors/Defibrillators that periodically requires service and maintenance. The contract with Stryker will provide the needed service and maintenance protection for four (4) years at an annual cost of \$28,617.75.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the current budget for the FY 20 annual payment.

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners approve the 4 year warranty and product service agreement for our LP-15 Cardiac Monitor/Defibrillators.

ATTACHMENTS:

Description

- ☐ Emergency Services-Cardiac Monitor Services Agreement



Quick Quote 10/8/2019 2:17 PM

Quote Number: 10061282
 Version: 1
 Prepared For: BRUNSWICK COUNTY EMS
 Attn:

Remit to: P.O. Box 93308
 Chicago, IL 60673-3308
 Rep: Nathan Ryan
 Email: nathan.ryan@stryker.com
 Phone Number:

Quote Date: 10/10/2019
 Expiration Date: 12/20/2019

Delivery Address

Name: BRUNSWICK COUNTY EMS
 Account #: 1095894
 Address: 3325 OLD OCEAN HWAY JOEY
 BOLIVIA
 North Carolina 28422

End User - Shipping - Billing

Name: BRUNSWICK COUNTY EMS
 Account #: 1095894
 Address: 3325 OLD OCEAN HWAY JOEY
 BOLIVIA
 North Carolina 28422

Bill To Account

Name: BRUNSWICK COUNTY EMS
 Account #: 1073550
 Address: PO BOX 249
 BOLIVIA
 North Carolina 28422-0249

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
1.0	78000010	LP15 On Site Protect w batt	23	\$4,977.00	\$114,471.00
ProCare Total:					\$114,471.00

Price Totals:

Grand Total: \$114,471.00

Comments:

Billing Frequency: Annual (if PO is not "Open," new PO is needed every year)

Estimated Invoice Schedule:

November 2019: \$28,617.75 + TAX
 November 2020: \$28,617.75 + TAX
 November 2021: \$28,617.75 + TAX
 November 2022: \$28,617.75 + TAX

Start Date: 11/1/2019

End Date: 10/31/2023

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.




Quick Quote 10/8/2019 2:17 PM

Quote Number: 10061282
Version: 1
Prepared For: BRUNSWICK COUNTY EMS
Attn:


Remit to: P.O. Box 93308
Chicago, IL 60673-3308
Rep: Nathan Ryan
Email: nathan.ryan@stryker.com
Phone Number:

Quote Date: 10/10/2019
Expiration Date: 11/30/2019

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

DocuSigned by:

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

APPROVED AS TO FORM

DocuSigned by:

Robert W. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, North Carolina

All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure. Notwithstanding the foregoing, the restrictions regarding the use and disclosure of confidential information do not apply to information that is required to be disclosed by law, regulation or court or other 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 Customer receives such a request, it shall notify Stryker, and Stryker shall have the opportunity to defend against production of such information at Stryker's sole expense.

ATTEST:

Clerk to the Board

BRUNSWICK COUNTY

By: _____
Frank L. Williams
Chairman, Board of Commissioners

SERVICE AGREEMENT – Brunswick County EMS (December 2019)

This document sets forth the entire Product Service Plan Agreement (“Agreement”) between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as “Stryker”, and Brunswick Co EMS, herein and after, referred to as the “Customer”. This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect during the term noted on Page 1 of the Stryker Proposal to which this Agreement is attached unless canceled or modified by either party according to the following terms and conditions.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the “Services”) as defined on Page 1 of the Stryker Proposal as the equipment ProCare Program (hereinafter each, a “Service Plan”). The equipment covered under said Service Plan is set forth on Exhibit A to the Proposal (the “Equipment”). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer’s property (if Customer owns the Equipment) and the replaced item will be Stryker’s property. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party’s written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker’s then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker’s Service Representative will inspect each available item of Equipment as required in accordance with Stryker’s then current maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, the parties may amend this Agreement in writing.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker’s performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the “sterile field” at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer’s personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient’s informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer’s payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of receipt of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker’s Representative to be in good operating condition upon his/her initial inspection thereof.

9. OPERATION MAINTENANCE

Stryker’s Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer’s appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured or approved by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by either party shall be deemed to be a waiver by the party of any preceding or succeeding breach of the same or any other provision. No extension of time by either party for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by the party.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL EITHER PARTY BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. To the extent permitted by law, Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

14. TERM AND TERMINATION

The term of this Agreement is indicated on Page 1 of the Proposal attached hereto. Either party may terminate this Agreement for cause by giving written notice of a breach of the Agreement. The breaching party 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, Customer may terminate this Agreement immediately and without notice to Stryker if Stryker 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 Stryker, or has a receiver or trustee appointed for substantially all of its property, or if Stryker allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours. Either party may cancel this Agreement at any time without cause by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment up to the cancellation date, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the Services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

15. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by Customer to make payments under this Agreement for a given fiscal year, Customer will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, Customer will promptly notify Stryker 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 Customer which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

16. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

17. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) commercial automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance covering all employees as required by applicable law, including Employer's Liability with limits of \$500,000 each accident, \$500,000 disease, each employee, and \$500,000 policy limit. Such insurance shall be provided by insurers authorized to conduct business in North Carolina with a rating of A- / VII or better by A.M. Best. Certificates of insurance showing Customer as the Certificate Holder shall be provided by Stryker to Customer prior to commencement of the Services at any premises owned or operated by Customer. Such Certificates shall be issued by a licensed insurance agent. Stryker agrees that Customer will be provided with thirty (30) days' advance notice in the event of termination or cancellation of coverage. All insurance policies (with the exception of worker's compensation) shall be endorsed, specifically or generally, to include Customer as an additional insured. With respect to the required commercial automobile liability and workers compensation/employers liability insurance, Stryker shall obtain from its insurer a waiver of subrogation in favor of Customer (including its officers, agents and employees). Except in the event that any claim or loss arises out of the negligence or willful misconduct of Customer, its employees and agents, the required insurance policies shall be primary to and shall not contribute with any insurance or self-insurance maintained by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

18. WARRANTY OF NON-EXCLUSION; DEBARMENT

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in this Agreement or in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

19. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Stryker 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.

20. NON-DISCRIMINATION IN EMPLOYMENT

Stryker 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. Stryker shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Stryker 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 Customer, and Stryker may be declared ineligible for further agreements with Customer.

21. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Stryker understands that it is a requirement of this Agreement that Stryker and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Stryker 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 Stryker shall require its subcontractors to do the same. Upon request, Stryker agrees to provide Customer with an affidavit of compliance or exemption.

22. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96Z499) and it's implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

23. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies. 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 receiving party; (b) within the legitimate possession of the receiving party, 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 receiving party 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 disclosing party; 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 the receiving party receives such a request, it shall notify the disclosing party, and the disclosing party shall have the opportunity to defend against production of such records at disclosing party's sole expense.

24. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

25. GOVERNMENTAL IMMUNITY

Customer, 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. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with 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. 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. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

27. MAINTENANCE INSPECTION

This Service Plan may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

28. 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 Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

From:
Julie A. Miller

Action Item # V. - 14.

Finance - Brunswick Transit System Memorandum of Understanding

Issue/Action Requested:

Request that the Board of Commissioners ratify the County Manager's approval of the Memorandum of Understanding with Brunswick Transit as required under the Rural Operating Assistance Program for agencies receiving pass through funds and FY19 Application with DOT funding of \$270,451.

Background/Purpose of Request:

The FY20 ROAP program requires in their FY20 application process for transit systems receiving pass through funds to have a MOU in place. The DOT will provide funding of \$270,451 with no county match. The allocation of funds are as follows:

Elderly & Disabled Transportation Assistance Program \$122,230
Employment Transportation Assistance Program \$33,666
Rural General Public Program \$114,555

Fiscal Impact:

Budget Amendment Required, Reviewed By Director of Fiscal Operations

Budget amendment appropriates \$270,451 of NC DOT Rural Operating Funds allocated for Brunswick in FY 2020.

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners ratify the County Manager's approval of the Memorandum of Understanding with Brunswick Transit as required under the Rural Operating Assistance Program for agencies receiving pass through funds and FY19 Application with DOT funding of \$270,451.

ATTACHMENTS:

Description

- ❑ FY2020 ROAP Allocation Table
- ❑ FY2020 ROAP Program Administration Guide
- ❑ 20200121 Budget Amendment ROAP FY20
- ❑ FY2020 County ROAP Certified Statement.doc.pdf
- ❑ FY2020 ROAP Application.doc.pdf
- ❑ ROAP MOU w County FY20.pdf

2020	FY2020 Total Allocation			
COUNTIES	EDTAP	EMPL	RGP	Total
Alamance	\$ 122,776.71	\$ 40,837.67	\$ 89,255.42	\$ 252,869.80
Alexander	\$ 72,123.73	\$ 11,581.36	\$ 78,141.07	\$ 161,846.16
Alleghany	\$ 59,468.28	\$ 5,519.12	\$ 56,010.37	\$ 120,997.77
Anson	\$ 66,546.47	\$ 9,395.28	\$ 72,415.89	\$ 148,357.64
Ashe	\$ 67,688.67	\$ 9,759.31	\$ 72,761.90	\$ 150,209.88
Avery	\$ 61,467.37	\$ 7,169.19	\$ 62,909.59	\$ 131,546.16
Beaufort	\$ 81,868.12	\$ 14,786.53	\$ 94,032.58	\$ 190,687.23
Bertie	\$ 64,399.42	\$ 8,632.28	\$ 66,529.71	\$ 139,561.41
Bladen	\$ 74,437.72	\$ 12,680.48	\$ 80,977.16	\$ 168,095.36
Brunswick	\$ 122,230.34	\$ 33,665.53	\$ 114,555.23	\$ 270,451.10
Buncombe	\$ 174,032.99	\$ 60,048.39	\$ 104,032.89	\$ 338,114.26
Burke	\$ 105,402.78	\$ 24,776.93	\$ 84,702.28	\$ 214,881.99
Cabarrus	\$ 115,233.67	\$ 47,986.00	\$ 80,219.14	\$ 243,438.82
Caldwell	\$ 98,206.60	\$ 23,132.87	\$ 74,115.94	\$ 195,455.42
Camden	\$ 57,017.16	\$ 5,299.11	\$ 54,790.32	\$ 117,106.60
Carteret	\$ 93,950.66	\$ 20,548.83	\$ 113,468.20	\$ 227,967.69
Caswell	\$ 66,484.49	\$ 8,618.26	\$ 69,061.79	\$ 144,164.54
Catawba	\$ 120,431.77	\$ 41,351.68	\$ 99,743.76	\$ 261,527.21
Chatham	\$ 82,990.63	\$ 18,179.65	\$ 103,623.88	\$ 204,794.15
Cherokee	\$ 70,671.77	\$ 9,726.31	\$ 72,669.90	\$ 153,067.98
Chowan	\$ 61,489.34	\$ 6,612.18	\$ 59,789.49	\$ 127,891.02
Clay	\$ 58,691.31	\$ 5,347.11	\$ 55,420.35	\$ 119,458.77
Cleveland	\$ 106,998.84	\$ 28,606.19	\$ 134,697.86	\$ 270,302.89
Columbus	\$ 88,398.09	\$ 18,244.72	\$ 104,772.92	\$ 211,415.73
Craven	\$ 105,747.84	\$ 27,494.02	\$ 99,478.75	\$ 232,720.61
Cumberland	\$ 184,334.19	\$ 85,198.71	\$ 88,780.41	\$ 358,313.31
Currituck	\$ 62,487.42	\$ 9,946.37	\$ 68,882.78	\$ 141,316.57
Dare	\$ 70,025.75	\$ 17,715.95	\$ 79,658.11	\$ 167,399.82
Davidson	\$ 134,605.97	\$ 43,344.76	\$ 124,592.55	\$ 302,543.28
Davie	\$ 71,641.85	\$ 12,577.40	\$ 79,926.13	\$ 164,145.38
Duplin	\$ 82,083.08	\$ 17,758.67	\$ 105,194.93	\$ 205,036.68
Durham	\$ 151,682.80	\$ 72,808.19	\$ 60,065.49	\$ 284,556.48
Eastern Band of the Cherokee	\$ -	\$ -	\$ 52,829.27	\$ 52,829.27
Edgecombe	\$ 84,871.06	\$ 19,968.90	\$ 85,145.30	\$ 189,985.25
Forsyth	\$ 189,770.87	\$ 92,047.96	\$ -	\$ 281,818.83
Franklin	\$ 82,621.08	\$ 18,213.68	\$ 102,374.85	\$ 203,209.61
Gaston	\$ 156,529.52	\$ 56,544.45	\$ 93,410.55	\$ 306,484.52
Gates	\$ 58,452.23	\$ 5,627.11	\$ 57,093.41	\$ 121,172.75
Graham	\$ 56,319.21	\$ 5,816.17	\$ 53,131.28	\$ 115,266.66
Granville	\$ 88,679.98	\$ 16,989.58	\$ 105,660.95	\$ 211,330.51
Greene	\$ 62,344.34	\$ 7,913.21	\$ 66,612.71	\$ 136,870.26
Guilford	\$ 239,637.95	\$ 132,729.03	\$ 108,826.04	\$ 481,193.02

Halifax	\$ 89,470.08	\$ 18,463.78	\$ 101,233.80	\$ 209,167.66
Harnett	\$ 101,014.66	\$ 32,441.34	\$ 150,774.38	\$ 284,230.39
Haywood	\$ 86,272.48	\$ 17,404.64	\$ 78,422.09	\$ 182,099.21
Henderson	\$ 112,204.82	\$ 28,009.03	\$ 81,312.17	\$ 221,526.02
Hertford	\$ 67,769.47	\$ 9,026.28	\$ 70,047.82	\$ 146,843.57
Hoke	\$ 70,575.52	\$ 15,347.59	\$ 65,468.66	\$ 151,391.78
Hyde	\$ 55,321.20	\$ 4,930.13	\$ 50,458.20	\$ 110,709.53
Iredell	\$ 118,699.71	\$ 43,686.84	\$ 107,210.99	\$ 269,597.53
Jackson	\$ 73,302.78	\$ 13,407.49	\$ 82,889.23	\$ 169,599.50
Johnston	\$ 120,617.51	\$ 45,581.89	\$ 180,944.34	\$ 347,143.75
Jones	\$ 59,276.23	\$ 5,249.11	\$ 54,970.34	\$ 119,495.68
Lee	\$ 79,208.99	\$ 18,404.74	\$ 104,531.90	\$ 202,145.64
Lenoir	\$ 89,263.16	\$ 18,139.69	\$ 106,223.96	\$ 213,626.81
Lincoln	\$ 91,985.43	\$ 23,021.92	\$ 114,505.23	\$ 229,512.58
Macon	\$ 74,116.95	\$ 11,708.41	\$ 79,660.11	\$ 165,485.47
Madison	\$ 64,755.49	\$ 7,948.22	\$ 63,968.62	\$ 136,672.33
Martin	\$ 67,187.54	\$ 9,345.31	\$ 69,877.80	\$ 146,410.66
McDowell	\$ 81,631.93	\$ 13,924.48	\$ 91,162.48	\$ 186,718.89
Mecklenburg	\$ 342,264.92	\$ 254,769.98	\$ 54,601.32	\$ 651,636.22
Mitchell	\$ 62,580.37	\$ 6,895.19	\$ 60,606.51	\$ 130,082.07
Montgomery	\$ 67,494.55	\$ 9,450.28	\$ 73,298.92	\$ 150,243.75
Moore	\$ 101,990.36	\$ 24,630.94	\$ 136,089.92	\$ 262,711.22
Nash	\$ 100,932.76	\$ 29,308.28	\$ 91,773.51	\$ 222,014.55
New Hanover	\$ 141,340.77	\$ 57,387.56	\$ 49,086.11	\$ 247,814.44
Northampton	\$ 68,913.49	\$ 8,503.26	\$ 67,378.73	\$ 144,795.48
Onslow	\$ 116,635.87	\$ 44,035.65	\$ 119,579.38	\$ 280,250.90
Orange	\$ 97,596.96	\$ 35,729.41	\$ 84,078.25	\$ 217,404.62
Pamlico	\$ 60,967.36	\$ 5,967.13	\$ 58,076.44	\$ 125,010.93
Pasquotank	\$ 71,545.64	\$ 14,178.56	\$ 86,660.34	\$ 172,384.54
Pender	\$ 81,455.06	\$ 16,818.66	\$ 96,437.65	\$ 194,711.37
Perquimans	\$ 61,377.36	\$ 6,225.16	\$ 58,397.44	\$ 125,999.95
Person	\$ 73,675.77	\$ 13,057.47	\$ 85,416.30	\$ 172,149.53
Pitt	\$ 118,026.30	\$ 47,910.12	\$ 96,724.66	\$ 262,661.08
Polk	\$ 64,345.59	\$ 7,530.19	\$ 65,727.68	\$ 137,603.45
Randolph	\$ 117,206.53	\$ 38,025.52	\$ 169,558.98	\$ 324,791.03
Richmond	\$ 82,585.83	\$ 15,062.57	\$ 92,869.54	\$ 190,517.94
Robeson	\$ 122,579.02	\$ 39,414.75	\$ 183,265.41	\$ 345,259.18
Rockingham	\$ 107,571.86	\$ 26,830.08	\$ 141,695.09	\$ 276,097.02
Rowan	\$ 121,324.45	\$ 37,924.56	\$ 100,246.78	\$ 259,495.78
Rutherford	\$ 94,733.42	\$ 20,410.81	\$ 114,861.24	\$ 230,005.47
Sampson	\$ 85,298.14	\$ 19,275.75	\$ 110,312.09	\$ 214,885.98
Scotland	\$ 75,594.65	\$ 13,049.50	\$ 81,981.20	\$ 170,625.35
Stanly	\$ 83,350.16	\$ 17,483.63	\$ 107,356.00	\$ 208,189.79
Stokes	\$ 77,402.93	\$ 14,295.49	\$ 81,695.18	\$ 173,393.61
Surry	\$ 92,980.47	\$ 20,641.75	\$ 120,951.43	\$ 234,573.64
Swain	\$ 59,450.29	\$ 7,639.28	\$ 54,663.32	\$ 121,752.90
Transylvania	\$ 73,561.98	\$ 10,599.32	\$ 78,551.09	\$ 162,712.39

Tyrrell	\$ 54,680.08	\$ 4,122.07	\$ 49,001.00	\$ 107,803.15
Union	\$ 116,800.80	\$ 53,164.20	\$ 101,482.82	\$ 271,447.82
Vance	\$ 89,344.82	\$ 15,068.58	\$ 91,605.49	\$ 196,018.89
Wake	\$ 320,869.67	\$ 233,502.30	\$ 114,855.24	\$ 669,227.22
Warren	\$ 71,208.47	\$ 8,048.24	\$ 66,207.69	\$ 145,464.40
Washington	\$ 61,336.29	\$ 6,585.19	\$ 58,164.44	\$ 126,085.92
Watauga	\$ 71,416.85	\$ 15,562.56	\$ 97,481.69	\$ 184,461.10
Wayne	\$ 110,325.05	\$ 34,106.40	\$ 108,378.03	\$ 252,809.48
Wilkes	\$ 93,610.47	\$ 19,372.69	\$ 116,450.28	\$ 229,433.45
Wilson	\$ 92,888.47	\$ 27,493.29	\$ 128,142.66	\$ 248,524.42
Yadkin	\$ 70,720.73	\$ 11,670.36	\$ 84,317.27	\$ 166,708.36
Yancey	\$ 64,123.44	\$ 7,127.19	\$ 62,931.59	\$ 134,182.22
TOTALS	\$ 9,519,624.00	\$ 2,750,114.00	\$ 8,884,982.00	\$ 21,154,720.00

*Note: All unspent ROAP funds must be repaid to NC DOT before FY2020 funds will be disbursed.

North Carolina Department of Transportation



Program Administration Guide Rural Operating Assistance Program (ROAP)

North Carolina Department of Transportation
Integrated Mobility Division (IMD)
1 South Wilmington Street 1550 Mail
Service Center Raleigh, NC 27699-
1550

This document supersedes and replaces all prior Rural Operating Assistance Program Administration Guides (previously referred to as ROAP State Management Plan) effective July 2017.

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Definitions

Administrative Expenses: An amount not directly tied to a specific function but related to the organization as a whole.

Capital Expenses: An amount spent to acquire or improve a long-term asset such as equipment or buildings.

Disabled person: One who has a physical or mental impairment that substantially limits one or more major life activities, an individual who has a record of such impairment, or an individual who is regarded as having such impairment. For the purposes of ROAP, certification of eligibility will be the responsibility of the county or their designee.

Large Urbanized Areas: An urbanized area (UZA) with a population of 200,000 or more individuals, as determined by the Bureau of the Census.

Memorandum of Understanding (MOU): A formal agreement between two or more parties to establish official partnerships.

Mobility Development Specialist (MDS): IMD employees responsible for providing technical assistance, grant oversight, planning, administrative and operations assistance to public transportation systems in rural and urban areas.

Net Project Cost: The part of a project that reasonably cannot be financed from operating revenues (i.e.: farebox recovery)

Operating Expenses: Those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses usually include such costs as driver salaries, fuel, and items having a useful life of less than one year.

Public Transportation: Mass transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include school bus, charter, or sightseeing transportation.

Recipient: An entity that receives funding directly from the State.

Rural Area: An area encompassing a population of fewer than 50,000 people that has not been designated in the most recent decennial census as an urbanized area by the Secretary of Commerce.

Seniors: An individual who is 60 years of age or older

Small Urbanized Areas: A UZA with a population of at least 50,000 but less than 200,000, as determined by the Bureau of the Census.

Urbanized Area (UZA): An area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an urbanized area by the Secretary of Commerce.

Program Overview

The Rural Operating Assistance Program (ROAP) is a state-funded public transportation program administered by the North Carolina Department of Transportation Integrated Mobility Division (IMD). County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. ROAP includes the following funding project categories:

✚ Elderly and Disabled Transportation Assistance Program (EDTAP)

- ✓ ***Purposes:*** *Provides operating assistance for the transportation of the state's elderly and disabled citizens*
- ✓ ***Legislated:*** *Yes*
 - *Originally enacted by legislation in the 1989 Session of the North Carolina General Assembly (Article 2B, 136-44.27)*
- ✓ ***Formula:***
 - *50% divided equally among all counties;*
 - *22 ½ % based on the number of senior residents per county as a percentage of the state's total senior population;*
 - *22 ½ % based on the number of disabled residents per county as a percentage of the state's total disabled population; and*
 - *5% based on a population density factor that recognizes the higher transportation costs in rural, sparsely populated counties*
 - *Based on the EDTAP formula, these funds may be used to transport individuals living inside of or outside of an urbanized area*
- ✓ *Funds up to 100% of the cost of service*

✚ Employment and Transportation Assistance Program (EMPL)

- ✓ ***Purposes:***
 - *Intended to help DSS clients that:*
 - *Transitioned off Work First or Temporary Assistance for Needy Families (TANF) in the previous 12 months; or*
 - *Workforce Development Program participants; or*
 - *Intended to help the transportation of disadvantaged public; and/or*
 - *Intended to help the general public to travel to work, employment training and/or other employment related destinations*
- ✓ ***Legislated:*** *No*
- ✓ ***Formula:***
 - *10% divided equally among all counties;*
 - *45% based on the population* of each county as a percentage of the total state population; and*
 - *45% based on the number of unemployed individuals in the labor force as a percentage of the number of unemployed individuals in the labor force in the state, in January, prior to application distribution*
- ✓ *Funds up to 100% of the cost of service*

Rural General Public Program (RGP)

- ✓ **Purposes:** *Intended to provide transportation services for individuals from the county who do NOT have a human service agency or organization that will pay for the transportation service.*
 - *The passenger's origin or destination must be in the rural area*
 - *RGP trips can be coordinated on vehicles with other human services trips.*
- ✓ **Legislated:** *No*
- ✓ **Formula:**
 - *50% divided equally among all eligible counties; and 50% based upon the rural population of each county as a percentage of the total state rural population. * Excludes the population of the urbanized area as defined by the 2010 Census (See Appendix B for the 2010 Census urban and rural population data)*
 - *Based on the RGP formula, services provided with these funds CANNOT be used to transport individuals whose origin AND destination is within or between the urbanized area(s), as defined by the Federal Transit Administration and the 2010 Census*
- ✓ *Funds up to 90% of the cost of service*

Program Requirements

Connecting Communities Plans (previously referred to as Transportation Service Plans)

Funds distributed by IMD under the ROAP program shall be used in a manner consistent with the county's Coordinated Public Transit – Human Service Transportation Plan, the public transit system's Connecting Communities Plans or its equivalent, and any other transportation development plan in place in the county.

Americans with Disabilities Act of 1990 (ADA)

Titles II and III of the Americans with Disabilities Act of 1990 (ADA) provide that no entity shall discriminate against an individual with a disability in connection with the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility. The passenger trips and transportation services provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of race, color, national origin, creed, sex or age. Sub-recipients should have procedures for investigating, tracking and documenting complaints. (See 49 CFR Parts 28 and 37)

Eligible Use of Funds

The FY2020 ROAP funds will be distributed in the Rural General Public category, however counties have the flexibility to use the funds as needed to meet individual county needs. ROAP funds are to be used for the eligible expenses listed in Appendix A of this document. A county which uses any ROAP funds for non-public transportation trips will not receive further disbursements of ROAP funding until the amounts of ROAP funds misspent has been repaid. ROAP funds spent will be accounted for by program on the bi-annual ROAP report form.

Disbursement of Funds

ROAP funds shall be disbursed among the counties in lump-sum payments in the RGP program. Counties will have the flexibility to use the ROAP funds as needed to meet their needs and to sub-allocate to other agencies and programs as needed. The funds take on the criteria of the program for which they are being used by each trip. Milestone reports will be due bi-annually on February 28th and July 31st, accounting for the use of the ROAP funds and calculates any unspent funds.

NOTE: All unspent ROAP funds must be repaid to NC DOT before FY2020 funds will be disbursed.

NOTE: The total amount of ROAP funds each year will be made up of the amount appropriated to the DOT by the legislature for the ROAP program plus any returned, unspent funds from the prior year. The actual amount of ROAP funds allocated from year to year can change.

- ✓ All North Carolina counties are eligible to receive a formula-based disbursement of ROAP funds.
- ✓ ROAP funds are to be used towards the cost to provide trips (operating expenses) when other funding is not available. ROAP funds are NOT for administrative or capital expenses.
- ✓ All eligible ROAP recipients must submit an annual application, Financial Plan and proposed budget, certifying funds will be spent on eligible activities, prior to receiving a ROAP disbursement.
- ✓ ROAP funds will be disbursed by IMD to the county or to a regional public transportation authority, created pursuant to Article 25 or Article 26 of Chapter 160A of the North Carolina General Statutes (N.C.G.S), where a written agreement exists with the municipalities or counties served. ROAP funds will NOT be disbursed to any sub-recipients selected by the county or authority. The County Finance Officer or the Executive Director of an eligible authority will be responsible for program administration at the local level. This responsibility shall NOT be delegated to any designee.
- ✓ Counties must know if any part of the county is in an urbanized area.

- ✓ **ROAP funds are to be used for the eligible expenses listed in Appendix A of this document. Funds are only to be used for eligible activities and not general or medical transportation.**
- ✓ **A county which uses any ROAP funds for non-public transportation trips will be required to repay all misspent ROAP funds before additional funds will be disbursed.**

The disbursements for each ROAP program are listed, by county, in the application package. The methodology for calculating these allocations is described in the Program Overview section. Unspent funds at the end of the period of performance will be invoiced by NCDOT's fiscal office and repayment is expected in 30 days or a penalty will be assessed. The General Assembly must have an approved and certified state budget prior to ROAP funds being disbursed. The period of performance is July 1 to June 30 regardless of the date(s) the ROAP funds are disbursed to eligible recipients. Allowable expenses incurred from July 1 for each program are eligible for reimbursement.

Interest earned on the funds will be retained by the transportation program and must be used for transportation related expenses according to program guidelines.

It is the responsibility of the eligible ROAP recipients to distribute the funds to the community transit system and/or local agencies and organizations as allowed within the program guidelines. Each county must have and employ a documented methodology for distributing ROAP funds and accounting for the trips provided by sub-recipient.

There is a Community Transportation System, operating in most counties, receiving federal and state administrative and capital funds to coordinate public transportation services with human service transportation in the county. These transit systems need operating funds in order to provide affordable transportation for the elderly, disabled and low income persons in the county that are not receiving transportation benefits from a human service agency or organization. The Community Transportation System is an eligible sub-recipient of all ROAP funds. The county should take into consideration the need for and importance of the public transportation services provided by the Community Transportation System when determining the distribution of ROAP funds.

Sub-allocation and Control of Funds

The county or eligible authority may choose to maintain control of the ROAP funds and reimburse sub-recipients for trip-based services after they have been provided. Or, the county or eligible authority may disburse the ROAP funds to the sub-recipients prior to trips being provided, assuming the county or authority plans to monitor throughout the period of performance whether the trips and transportation services are being provided to eligible individuals and whether all expenditures are allowable.

If the county or eligible authority decides to distribute ROAP funds to any county governmental department, the county should have the ability to account for these funds within the county's or authority's accounting system. If the county or authority passes through any ROAP funds to agencies or organizations, the county or authority should have a written agreement with them that addresses the proper use and accountability for these funds. **See Appendix A for a listing of eligible activities for each program.**

- ✓ EDTAP funds may be sub-allocated to any government agency or 501(c)(3) non-profit organization that provides services to individuals with transportation needs. The county should take into consideration the need for and importance of the PUBLIC transportation services provided by the Community Transit System when determining the sub-allocation of the EDTAP funds. If the EDTAP funds are sub-allocated to other agencies besides the Community Transportation System, these other agencies are encouraged to coordinate EDTAP-funded transportation trips with the local Community Transportation System.
- ✓ EMPL funds may be sub-allocated, by the county or eligible authority, to any government agency or 501(c)(3) non-profit organization that provides services to individuals with employment related transportation needs. If none of the Employment Transportation Assistance funds are sub-allocated to the Community Transportation System, sub-recipients are encouraged to coordinate EMPL-funded trips with the Community Transportation System.
- ✓ RGP funds must be sub-allocated by the county to the Community Transportation System. RGP funds must be used to provide transportation services to individuals who are not eligible for the same transportation services funded by any other means.

Financial Management, Monitoring & Evaluation

The basic grant/funds management requirements in N.C.G.S. 159, *Local Government Finance*, and in the *Policies Manual for Local Governments* apply to ROAP funds. The cost principles of OMB Circular 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* also apply to ROAP funds. Additionally, funds must be expended according to the program guidelines in the grant application for eligible program expenses identified.

ROAP services should be routinely monitored by the County Finance Officer or the authority's Executive Director to verify that funds are being spent on allowable expenditures, that the eligibility of service recipients is being properly documented, and that sub-allocated funds will be expended by the end of the period of performance, June 30th. The program should also be routinely evaluated to determine whether they are meeting program objectives.

Transferring Funds between Counties in a Regional Transportation System

ROAP funds may be transferred between and/or among member counties of a regional transportation system if the county commissioners agree to the transfer.

The bi-annual milestone ROAP Report includes a Regional Transfer of Funds section and a Regional Receipt of Funds section to document any transfer or receipt of ROAP funds between and/or among member counties of the regional transportation system. The regional transportation systems that are eligible for this additional flexibility are:

- Albemarle Regional Health Services (Inter-County Public Transportation Authority)
- Choanoke Public Transportation Authority
- City of Rocky Mount (Tar River Transit)
- Craven County (Craven Area Rural Transit System)
- Kerr Area Transportation Authority
- Randolph County Senior Adults Association, Inc. (Randolph County Regional Coordinated Area Transit System)
- Western Piedmont Regional Transit Authority
- Yadkin Valley Economic Development District, Inc. (Yadkin Valley Public Transportation)

Session Law 2011-207, House Bill 229 does permit regional public transportation authorities created under Article 25 or Article 26 of Chapter 160A of the General Statutes, upon written agreement with the municipalities served by a public transportation authority or counties served by the regional public transportation authority, to apply for and receive any funds to which the member municipality or counties are entitled to receive based on the distribution formula set out in subsection (d) of this section.

Transferring Funds to Match Other Grant Programs

Sub-recipients of ROAP funds are allowed to use their ROAP sub-allocation to leverage more funds by applying for other transportation grants administered by IMD. ROAP funds may ONLY be used as the local match for the following federal grant programs:

- Section 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities Program
 - ROAP can only be used to match 5310 operating
- Section 5311 – Rural Area Formula Program
 - Where operating or purchase of service is an eligible activity
- Other funds as pre-approved in the application by the assigned MDS

A Call for Applications for these grants and the application documents are posted once a year on IMD's website.

Transferring Funds between Sub-recipients

ROAP funds may be transferred from one sub-recipient to another within the county without IMD's approval.

Bi-Annual Milestone Reporting

Two (2) milestone ROAP Reports will be required per grant cycle on the following schedule:

- February 28th
- July 31st* (annual report)

The county will be required to report trip and expense data associated with the EDTAP, EMPL, and RGP separately. The county may find it useful for agencies that have been sub-allocated ROAP funds to provide monthly reports of the expenditure of funds and number of trips provided. The milestone ROAP report form can be found on the Integrated Mobility Division website. Completed reports will be returned to IMD or its designee using the Drop Box in IMD's web-enabled grant system, Enterprise Business Services (EBS). Failure to submit ROAP reports when due could result in forfeiture of future ROAP disbursements. **Supporting documentation for the trips provided are required when submitting the bi-annual reports.**

The County Finance Officer must certify and sign the annual ROAP report as it identifies the amount of unexpended funds to be invoiced from NCDOT's fiscal office prior to the following year's ROAP allocation. Close monitoring by the County Finance Officer or the authority's Executive Director is required in order to ensure appropriate and maximum utilization of all program funds. It is the responsibility of the County Finance Officer to:

- Record the receipt of ROAP grant funds in a manner that will disclose the source and the purpose/program to which the funds belong, together with evidence of deposit in a financial institution;
- Ensure that ROAP funds and any interest earned on the funds are expended for eligible program expenses, that services are provided to eligible individuals, and that written documentation that supports the expenditures is maintained for at least five years;
- Advise any sub-recipients of the source of the funds, specific program requirements, eligible program expenses and reporting requirements;
- Ensure RGP trips have either the origin or destination in the specified rural area of the county,
- Include ROAP funds received and expended in its annual independent audit on the Schedule of Expenditures of Federal and State Awards and identify any of the funds passed through to other agencies;
- Complete and submit the bi-annual ROAP reports

Program Auditing and Documentation

IMD is responsible for providing sufficient program monitoring and oversight to ensure that the state funds are used for the intended purpose. IMD will rely on the bi-annual ROAP reporting information that identifies the number of passenger trips and expenditures by program. NCDOT's External Audit Branch compares information in these reports to the ROAP expenses reported in the counties annual independent audit report.

NCDOT's External Audit Branch may do on-site audits of ROAP expenditures. This requires meeting with the County Finance Officer or the authority's Executive Director to obtain documentation of costs reported to IMD in the bi-annual ROAP reporting forms. Common areas of deficiency include inadequate documentation of passenger eligibility and trips. The EDTAP program serves specific populations and without documentation of eligibility, i.e. passenger is elderly and/or disabled, the auditor cannot determine if the rider met the program eligibility criteria that would allow the trip to be charged to the program. **In addition, documentation of trips reported to IMD must be retained for at least *five years* following submittal of final ROAP reports.** The inability to document trips with driver manifests, staff mileage logs, gasoline receipts, or any invoices associated with costs charged to the program will be considered ineligible expenses. The county or the authority will be invoiced for any undocumented costs.

Services throughout the Period of Performance

The ROAP funds should be managed so that services can be continuously provided during the entire twelve (12) months of the grant cycle. It may be necessary to restrict ROAP services to make the funds last. **The FY19 ROAP program ended the fiscal year with a surplus of unspent funds which were returned and are incorporated into the FY20 ROAP allocation. This resulted in counties receiving a larger allocation of funds than in previous years.** No additional ROAP funds will be available from the state. The county or eligible authority should budget local funding to avoid discontinuation of any ROAP funded service. The county must notify the assigned MDS, in writing, if any ROAP funded service is discontinued because all the funds were exhausted prior to the end of the period of performance.

Contracted Services

If any ROAP funds are sub-allocated to agencies or organizations other than the Community Transportation System, these other agencies or organizations are encouraged to coordinate ROAP funded transportation trips with the local, federally-funded Community Transportation System in the county. The Community Transportation Systems have insurance, vehicle maintenance, and driver training and safety standards mandated by the FTA.

Sub-recipients are permitted to use ROAP funds to contract with private transportation providers. Sub-recipients who choose to contract services must follow all state and federal procurement guidelines when selecting a contractor. Sub-recipients should inspect the safety record, service policies and vehicle condition of any private provider being considered. Private providers shall be required to provide documentation that a service was provided on the date billed, by whatever conveyance at the specified cost.

Application Process

An eligible recipient has the option of applying for any amount of funding up to the maximum amount allocated . Each applicant should carefully evaluate past program expenditures and other costs to determine the amount to apply for within each program. Total funds should be managed so that services can be continued for the entire 12 months.

The application documents will be posted at the NCDOT Web site and in the Documents Library at <https://connect.ncdot.gov/business/Transit/Documents/Forms/AllItems.aspx>. County Managers, County Finance Officers, the Rural Planning Organizations (RPO) and Transit Directors will be notified by e-mail when the application is available. The application materials are designed to enable IMD staff to better understand the services to be provided and ensure that funds are utilized as intended. Failure to complete any portion of the application may result in processing delays. The recipient should contact the Mobility Development Specialist assigned to the county if there are questions about the application.

The Application will be submitted using EBS in IMD's web-enabled grant system. Electronic copies of the application documents for ROAP funds must be submitted to IMD on or before the deadline. A checklist will be provided in the application documents.

Public Outreach and Involvement

The recipient should determine what the transportation needs of agencies and individuals are in the county before completing the application. It is important that eligible local agencies and interested citizens have the opportunity to participate in the sub-allocation decision. A public hearing is not required to apply. This does not prevent the county commissioners or eligible authority boards from inviting the public to request a public hearing, holding a public hearing and/or receiving support for the application during a meeting if it is required by local policy or protocol.

Certifications and Assurances

The County Manager and the County Finance Officer are required to sign a certified statement that describes the roles and responsibilities associated with the application for and acceptance of ROAP funds and guarantees that certain actions will be taken at the county level to properly administer the program. The Certified Statement must be signed, sealed with the county seal and accompany the application in order for ROAP funds to be disbursed. Eligible authorities will submit a copy of the Memorandum of Understanding (MOU) executed with each municipality in their service area with their application.

Cost of Service

Departments, agencies and/or organizations using ROAP funds to provide services shall determine a billing/reimbursement rate by mile, hour or trip that is based on the fully allocated cost of the service. The fully allocated cost of providing a trip should include both direct costs and shared (indirect) costs.

For the application, the applicant must calculate the average cost of a trip based on the projected number of trips. The average cost of a trip will be the sub-allocation amount divided by the proposed number of trips to be provided. These costs will be compared to the average cost of the trips in other counties to determine whether the cost of the proposed services is reasonable.

Application Review and Follow-up

The MDS will review the documents in the application for accuracy and completeness. The MDS will determine if the recipient is prepared to manage the ROAP funds and whether the services and/or activities are eligible and allowable. The MDS will follow-up, as needed, if more detail is required or where there are doubts that the recipient's plans for use of the funds do not provide for improved services for the targeted populations. The Assistant Directors will review and approve the MDS recommendations.

Local Match/Local Funding Requirements

A local match is NOT required for EDTAP and EMPL trips; funding may be used to provide up to one hundred percent (100%) of the fully allocated cost to provide a trip.

A local match IS required for RGP trips; funding may be used to provide up to ninety percent (90%) of the fully allocated cost to provide a general public trip. A minimum of ten percent (10%) must be provided from fares, local funds or a combination of the two. Fares and/or local funds collected in excess of the minimum 10% RGP local match requirement must be used to provide additional service. The excess funds CANNOT be used to fund administrative and capital needs. IMD encourages Community Transportation Systems to keep fares reasonable to encourage ridership. The 10% local match requirement is based on the actual cost of providing RGP funded trips or other services, not the amount disbursed by IMD.

The following examples are provided to help recipients understand the local match requirement.

Example #1

Trip miles = 10 miles

Cost/mile (based on fully allocated cost) = \$1.23/mile

10 miles X \$1.23/mile = \$12.30 cost of trip

RGP funding = 90% (.90)

\$12.30 X 0.90 = \$11.07 RGP funding

Local match minimum requirement = 10%

\$12.30 X 0.10 = \$1.23 fares and/or local funding

Example #2

Total annual RGP miles = 15,431

Cost/mile = \$1.23

15,431 X \$1.23 = \$18,980.13 RGP cost of service

RGP funding = 90% (.90)

\$18,980.13 X 0.90 = \$17,082.12 RGP funding

Local match minimum requirement = 10%

\$18,980.13 X 0.10 = \$1,898.01 fares and/or local funding

Eligible Expenses and Activities

See the Eligible Transportation Expenses Matrix in Appendix A for examples of allowable trip purposes that can be provided under these programs. This matrix must be shared with any agency that receives a sub-allocation of ROAP funds to ensure that funds are expended according to program guidelines. **A county which uses any ROAP funds for an ineligible activity will be required to repay the amount misspent before additional ROAP funds will be disbursed.** In addition, Community Transportation systems that use ROAP funds to provide trip services must also comply with the regulations of the FTA Section 5311 Program.

Appendix A – Eligible Transportation Expense Matrix

Services must be provided to a person that meets the eligibility criteria.

Trip Based Services - Trips may be provided by car/vanpool, taxi, public transit vehicle, private transit vehicle, agency vehicle, or mileage reimbursement to a volunteer. The most cost-effective option should be chosen. Public /Private transportation providers shall be reimbursed based on the fully allocated cost per mile, per hour, or per passenger trip. Volunteers can be reimbursed for mileage only. If a human service agency uses an agency vehicle to provide the trip, the agency must include the fully allocated cost of a trip in their reimbursement request including fuel, staff time and benefits, depreciation, vehicle insurance and licensing. RGP trips can be coordinated on vehicles with human services trips as space and destination allow.

Trip Purpose	EDTAP	EMPL	RGP
Personal care, non-emergency medical appointments, pharmacy pickup, shopping, bill paying, public hearings, committee meetings, classes, banking, etc.	Yes	No	Yes
Job interviews, job fair attendance, job readiness activities or training, GED classes	Yes	Yes	Yes
Transportation to Workplace (trip must be scheduled by the individual passenger)	Yes	Yes	Yes
Child(ren) of Working Parent transported to Child Care	No	Yes	Yes
Group field trips/tours to community special events	Yes	No	*
Overnight trips to out-of-county destinations	Yes	No	*
Human Service Agency appointments	Yes	No	Yes
Purchase of service	No	No	No
Human Service Agency purchase of passes, tickets or tokens from the Community Transportation System for the agency's program needs or their client's needs.	No	No	No

* Must be provided under the provisions of the federal Charter regulations which can be viewed at <https://www.transit.dot.gov/regulations-and-guidance/access/charter-bus-service/charter-bus-service>

*****IMPORTANT*****

Recipients will NOT be allowed to use ROAP funds for “other” services including fuel assistance (gas vouchers, gas cards, reimbursement to fuel provider), vehicle repairs or vehicle insurance premiums.

The fully allocated cost to provide a trip, which has traditionally been eligible for the EDTAP, EMPL and RGP programs will continue to be eligible.

Appendix B
2010 Census Data – Urban Population by County

County	Population	Urban Area Population	%Pop in Urban Area
Alamance	151,131	107,971	71.44
Alexander	37,198	4,738	12.74
Alleghany	11,155	0	0
Anson	26,948	0	0
Ashe	27,281	0	0
Avery	17,797	0	0
Beaufort	47,759	0	0
Bertie	21,282	0	0
Bladen	35,190	0	0
Brunswick	107,431	39,915	37.15
Buncombe	238,318	180,932	75.92
Burke	90,912	52,136	57.35
Cabarrus	178,011	143,551	80.64
Caldwell	83,029	54,444	65.57
Camden	9,980	0	0
Carteret	66,469	0	0
Caswell	23,719	0	0
Catawba	154,358	101,101	65.5
Chatham	63,505	6,513	10.26
Cherokee	27,444	0	0
Chowan	14,793	0	0
Clay	10,587	0	0
Cleveland	98,078	11,171	11.39
Columbus	58,098	0	0
Craven	103,505	50,503	48.79
Cumberland	319,431	276,729	86.63
Currituck	23,547	0	0
Dare	33,920	0	0
Davidson	162,878	85,699	52.62
Davie	41,240	7,062	17.12
Duplin	58,505	0	0
Durham	267,587	252,528	94.37
Edgecombe	56,552	17,349	30.68
Forsyth	350,670	324,908	92.65
Franklin	60,619	4,829	7.97
Gaston	206,086	158,926	77.12
Gates	12,197	0	0
Graham	8,861	0	0
Granville	59,916	963	1.61
Greene	21,362	0	0

County	Population	Urban Area Population	%Pop in Urban Area
Guilford	488,406	426,406	87.31
Halifax	54,691	0	0
Harnett	114,678	12,294	10.72
Haywood	59,036	26,306	44.56
Henderson	106,740	71,227	66.73
Hertford	24,669	0	0
Hoke	46,952	26,692	56.85
Hyde	5,810	0	0
Iredell	159,437	98,991	62.09
Jackson	40,271	0	0
Johnston	168,878	37,449	22.18
Jones	10,153	0	0
Lee	57,866	0	0
Lenoir	59,495	0	0
Lincoln	78,265	10,797	13.8
McDowell	44,996	0	0
Macon	33,922	0	0
Madison	20,764	1,948	9.38
Martin	24,505	0	0
Mecklenburg	919,628	909,830	98.93
Mitchell	15,579	0	0
Montgomery	27,798	0	0
Moore	88,247	0	0
Nash	95,840	50,256	52.44
New Hanover	202,667	198,178	97.79
Northampton	22,099	0	0
Onslow	177,772	105,419	59.3
Orange	133,801	95,625	71.47
Pamlico	13,144	0	0
Pasquotank	40,661	0	0
Pender	52,217	2,143	4.1
Perquimans	13,453	0	0
Person	39,464	0	0
Pitt	168,148	117,798	70.06
Polk	20,510	0	0
Randolph	141,752	21,284	15.01
Richmond	46,639	0	0
Robeson	134,168	505	0.38
Rockingham	93,643	0	0
Rowan	138,428	84,687	61.18
Rutherford	67,810	0	0
Sampson	63,431	0	0
Scotland	36,157	0	0
Stanly	60,585	0	0

County	Population	Urban Area Population	%Pop in Urban Area
Stokes	47,401	11,520	24.3
Surry	73,673	0	0
Swain	13,981	0	0
Transylvania	33,090	235	0.71
Tyrrell	4,407	0	0
Union	201,292	146,361	72.71
Vance	45,422	0	0
Wake	900,993	833,188	92.47
Warren	20,972	0	0
Washington	13,228	0	0
Watauga	51,079	0	0
Wayne	122,623	61,054	49.79
Wilkes	69,340	0	0
Wilson	81,234	638	0.79
Yadkin	38,406	0	0
Yancey	17,818	0	0

Request Info	
Type	Budget Amendment
Description	FY20 ROAP Funding
Justification	Board Meeting 01/21/2020-Appropriate \$270,451 of NC DOT Rural Operating Funds for use in FY20.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104251	332018	Brunswick Transit System	EHTAP Grant Funds	270451	Increase	Credit
104251	465500	Brunswick Transit System	Grant Subsidy	270451	Increase	Debit

Total	
Grand Total:	540902

CERTIFIED STATEMENT
FY2020
RURAL OPERATING ASSISTANCE PROGRAM
County of **BRUNSWICK**

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Integrated Mobility Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e. CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1B, FTA C 4704.1A, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2019 to June 30, 2020 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of BRUNSWICK North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2020 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Mobility Development Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in bi-annual milestone reports to NCDOT – Integrated Mobility Division or its designee. **Back-up documentation is required to support the bi-annual and annual reports, failure to provide documentation will affect future disbursements.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amount of FY2020 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly & Disabled Transportation Assistance Program (EDTAP)	<u>122,230.34</u>	<u>122,230.34</u>
Employment Transportation Assistance Program (EMPL)	<u>33,665.53</u>	<u>33,665.53</u>
Rural General Public Program (RGP)	<u>114,555.23</u>	<u>114,555.23</u>
TOTAL	<u>270,451.10</u>	<u>270,451.10</u>

WITNESS my hand and county seal, this 18 day of Dec., 2019.



 Signature of County Manager/Administrator

Randell Woodruff

 Printed Name of County Manager/Administrator



 Signature of County Finance Officer

Julie A. Miller

 Printed Name of County Finance Officer

State of North Carolina County of Brunswick



Application for Transportation Operating Assistance

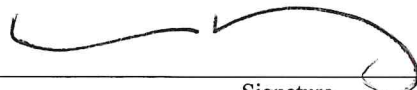
FY2020 Rural Operating Assistance Program (ROAP) Funds

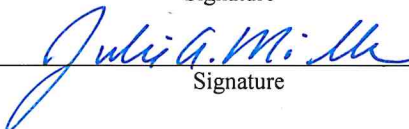
Name of Applicant (County)	Brunswick
County Manager	Randell Woodruff
County Manager's Email Address	randell.woodruff@brunswickcountync.gov
County Finance Officer	Julie Miller
CFO's Email Address	Julie.Miller@brunswickcountync.gov
CFO's Phone Number	910-253-2060
Person Completing this Application	Yvonne S. Hatcher
Person's Job Title	Executive Director, Brunswick Transit System, Inc.
Person's Email Address	btsdirector@atmc.net
Person's Phone Number	910-253-7800
Community Transportation System	Brunswick Transit System, Inc.
Name of Transit Contact Person	Yvonne S. Hatcher
Transit Contact Person's Email Address	btsdirector@atmc.net

Application Completed by: _____ Date: _____
Signature

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines. I certify and understand that if the bi-annual and annual milestone reports and any other status reports required by the Integrated Mobility Division (IMD) are not submitted on or before the due dates, the next scheduled disbursement will be held until all reports are submitted.

I certify and understand that the county will be invoiced by NC DOT for any unspent funds at the end of the period of performance and that funds for the next fiscal year will not be disbursed until re-payment has been made.

County Manager:  _____ Date: 12-18-19
Signature

County Finance Officer:  _____ Date: 12-18-19
Signature

Application Instructions

County officials should read the ROAP Program Administration Guide which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If necessary, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-IMD Mobility Development Specialist assigned to the area served by the transit system.

FY2020 ROAP Program Schedule

Application Deadline	January 17, 2020
Partial Funds Disbursement	January 3, 2020 March 6, 2020

***All outstanding unspent funds must be repaid to NCDOT before disbursement of FY2020 funds can be made.**

Milestone Reports

Milestone Report #1	February 28, 2020
Milestone Report #2	July 31, 2020 (Annual)

County's Management of ROAP Funds

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process
- **ROAP funds are expended only on eligible activities as described in Appendix A of the ROAP Guidance.**
- **Supporting documentation of expenditures by all sub-recipients is required.**
- Service recipients meet eligibility requirements and their eligibility is documented
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance
- An accounting of trips and expenditures is provided in bi-annual reports to NCDOT with supporting documents
- ROAP funds received and expended are included in the local annual audit

ROAP funds will be disbursed to counties in two lump-sum payments in the Rural General Public program. Counties have the flexibility to determine how the funding will be used to meet the needs of the citizens and how to sub-allocate the funding to meet the transportation needs, but the guidelines for each program used must be followed and trips accounted for by program used.

Transportation Needs and Public Involvement in Funding Decisions	Yes	No
A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated?	X	
B. Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?	X	
C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	X	
Financial Management of ROAP Funds	Yes	No
D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?	X	
E. If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? <i>(Include a sample agreement with application)</i>	X	
F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? <i>(Their procurement practices will need to meet all federal and state requirements for procurement of professional services.)</i>		X
G. Are ROAP funds deposited in an interest-bearing account?		X
H. Does the county provide local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?		X
Monitoring and Oversight Responsibilities	Yes	No
I. Subrecipients of ROAP funds are required to provide sufficiently detailed progress reports and statistical data about trips provided and rider eligibility with ROAP funds. How frequently are these provided to the county? In what format? The County must be prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at a specific cost. What form of documentation is collected? Quarterly reports are provided to the County documenting how the funds were spent including trips statistics, details and the fully allocated costs associated with the trips.	X	
J. Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?	X	
K. Will any of the subrecipients use their ROAP sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance or purchase of service only.)</i> 5310 – Elderly Individuals and Individuals with Disabilities Program X 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program		
L. Will any of the subrecipients charge a fare for a ROAP funded trip? YES , the coordinated transportation system, BTS, will charge a fare for RGP and EDTAP trips.		

M. Describe the eligibility criteria to be used in this county to determine who will be provided ROAP funded trips. What documents are used to determine eligibility? EDTAP funded trips support the elderly and disabled in Brunswick County. Eligibility is determined based on EDTAP/ROAP requirements and documentation is collected that certifies the recipient meets the age or disability required. Employment funded trips and services can be provided for individuals that have transitioned off the Work First or Temporary Assistance for Needy Families program within the last 12 months; participants in Workforce Development Programs; and/or the transportation disadvantaged public. Funding may also be used to assist the general public with employment-related transportation needs if they meet the eligibility criteria. RGP funds are used to support the general public in rural Brunswick County, therefore address and geographic data determines eligibility.

N. Since the subrecipient can only use RGP funds to pay for 90% of the cost of a trip, will the Community Transportation System use fare revenue to generate the local 10% match requirement for RGP funds?

X

Brunswick Transit System, Inc.
Rural Operating Assistance Program (ROAP)
Funds Receipt and Administration MOU

Overview and Background

The Rural Operating Assistance Program (ROAP) is a state funded public transportation grant program administered by the North Carolina Department of Transportation Public Transportation Division (NCDOT-PTD). ROAP includes the following programs:

- Elderly and Disabled Transportation Assistance Program (EDTAP)
- Employment Transportation Assistance Program (EMPL)
- Rural General Public (RGP) Program

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds.

Requirements

NCDOT-PTD requires a written agreement that addresses the proper use and accountability of ROAP funds in any situation where the county is disbursing the ROAP funds to a non-county department or entity. Since Brunswick County is the actual and direct recipient of all ROAP funds, and Brunswick Transit System, Inc. is the sub-recipient (non-county department), a written agreement of process and accountability is needed. To follow is an outline of ROAP responsibilities, processes, and procedures as agreed upon by Brunswick County and Brunswick Transit System, Inc.

County Responsibilities Processes and Procedures

Brunswick County agrees to the following:

1. To allow Brunswick Transit System, Inc. to complete and submit all ROAP grant applications on behalf of Brunswick County.
2. To hold public hearings if requested or required in regards to the grant application.
3. To review and approve grant documents and submit required documents to Brunswick Transit System, Inc. for inclusion in the application package within such timeframes as to meet grant application deadlines.
4. To disburse electronically to Brunswick Transit System, Inc. ROAP funds received by the county.
5. To review ROAP reports supplied by Brunswick Transit System, Inc.
6. To allow Brunswick Transit System, Inc. to complete the annual report and any other required reports.
7. To be responsible for maintaining all documentation required for state reporting or auditing in regards to any ROAP funds retained by the county and not disbursed to Brunswick Transit System, Inc.

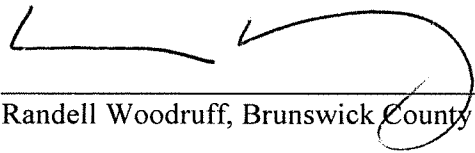
Brunswick Transit System, Inc. Responsibilities, Processes and Procedures

Brunswick Transit System, Inc. agrees to the following:

1. To place all trips into Brunswick Transit System, Inc. trip scheduling software so that trip verification and tracking can take place.
2. To use a fully allocated cost model to determine the shared per trip, per mile or per hour cost of each ROAP trip.
3. To charge a fare to the passenger for each trip taken when appropriate, with a fare rate structure that is pre-approved by the Transportation Advisory Board of Brunswick Transit System, Inc.

4. To reconcile and account for all fares according to the funding source used.
5. To use all fares generated by RGP funded trips for local match of the funds, or to provide additional RGP trips.
6. To use all fares generated by EMPL or EDTAP funded trips to provide additional respective EMPL or EDTAP trips.
7. To keep all ROAP reports or other ROAP information for a minimum of five years.
8. To be responsible for maintaining all documentation required for state reporting or auditing in regards to ROAP funds passed through to Brunswick Transit System, Inc.
9. To request from any county department or other agency information regarding expenditures and use of any ROAP funds retained by the county or sub-allocated as necessary for completion of required reports.
10. To prepare all required ROAP reports and submit to county finance officer for review.
11. To comply with any other state program implementation requirements and accountability guidelines not specifically listed in this agreement.

The period of performance for these funds will be July 1 2019 to June 30 2020. The period of performance will remain the same regardless of the date on which ROAP funds are disbursed to the county.



A handwritten signature in black ink, consisting of a stylized 'R' followed by a large loop that ends in a horizontal line extending to the left.

Randell Woodruff, Brunswick County Manager

Yvonne Hatcher, Executive Director
Brunswick Transit System, Inc.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

Action Item # V. - 15.
Finance - Fiscal Items

From:
Julie A. Miller

Issue/Action Requested:

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

-Budget Amendment and Capital Project Ordinance Ash Waccamaw Multiuse Building

Transfer \$11,000 from the County Capital Reserve undesignated funds to Ash Waccamaw Multi-use Facility project for initial site work and future surveying.

-Budget Amendment to promote the 2020 Census

Transfer \$15,000 from Commissioner's Contingency to Management Information Services special project to accomplish the goal of reaching out and promote the 2020 Census to ensure everyone is counted.

-Budget Amendment Boiling Spring Lakes Low Pressure Sewer System Contribution

Transfer \$185,820 from the Wastewater Capital Reserve designated to the Wastewater Administration Capital Outlay project for the Brunswick County contribution to the Boiling Spring Lakes low pressure sewer system line extension approved as part of the current Capital Improvement Plan budget.

-Budget Amendment and Capital Project Ordinance Airport Grant 36244.58.11.2

Appropriate \$1,356 of NCDOT revenues for grant 36244.58.11.2 and transfer \$151 of associated local match to the grant for Oak Island property taxes owed, but not included in closing costs.

-Financial Reports for December 2019 (unaudited)

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

Background/Purpose of Request:

Fiscal Impact:

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

Approved By County Attorney:

Yes

County Manager's Recommendation:

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

ATTACHMENTS:

Description

- ▣ 20200121 Budget Amendment Ash Waccamaw Building
- ▣ 20200121 Budget Amendment Census Promotion.pdf
- ▣ 20200121 CPO Waccamaw Multiuse Building
- ▣ BSL Low Pressure Sewer Contribution Letter of Request
- ▣ 20200121 Budget Amendment BSL Low Pressure Sewer Sys Contribution Reserve
- ▣ 20200121 Budget Amendment BSL Low Pressure Sewer Sys Contribution
- ▣ 20200121 Budget Amendment Airport Grant 36244.58.11.2
- ▣ 20200121 CPO Airport Grant 36244.58.11.2
- ▣ December Monthly Financial Statements.pdf

Request Info	
Type	Budget Amendment
Description	Ash Waccamaw Building
Justification	Board Meeting 1/21/2020-Transfer \$11,000 from County Capital Reserve undesignated funds to Ash Waccamaw Multiuse Building initial site work and future surveying.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
439801	464299	Interfund Trans Co Cap Reserve	Undesignated Funds	-11000	Decrease	Credit
439801	398110	Interfund Trans Co Cap Reserve	Trans Frm General Fund	-11000	Decrease	Debit
438209	398110	Waccamaw Multiuse Building	Trans Frm General Fund	11000	Increase	Credit
438209	464001	Waccamaw Multiuse Building	Arch/Engnrg/Legal	11000	Increase	Debit

Total	
Grand Total:	0

Request Info	
Type	Budget Amendment
Description	Census Promotion
Justification	Board Meeting 01/21/2020-Transfer \$15,000 of contingency funds to Management Information Systems Special Projects for 2020 Census promotion.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
109910	499100	Contingency	Contingency	-15000	Decrease	Credit
104210	423104	Management Information Service	Special Projects	15000	Increase	Debit

Total	
Grand Total:	0

**COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
Waccamaw Multiuse Building
(438209)**

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

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

County Capital Projects Fund:

Revenues:

Transfer from General Fund	311,000
Total County Capital Project Revenues	\$ 311,000

Expenditures:

Arch/Eng/Legal	311,000
Construction	<u>0</u>
Total County Capital Project Expenditures	\$ 311,000

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

Current Funds Appropriated	\$ 311,000
----------------------------	------------

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

Contribution to Capital Project Fund	\$ 311,000
--------------------------------------	------------

Section 4. This Capital Project Ordinance shall be entered into the minutes of the January 21, 2020 meeting of the Brunswick County Board of Commissioners.



City of Boiling Spring Lakes
9 East Boiling Spring Road
Boiling Spring Lakes, NC 28461

910.363.0025 • Fax: 910.363.0029 • E-mail: jrepp@cityofbsl.org • Web page: www.cityofbsl.org

December 23, 2019

Mr. John Nichols
Brunswick County Public Works Director
Utility Operations Center
250 Grey Water Road, NE
Supply, NC 28462

Re: County Contribution to Goldsboro/Fifty Lakes Low-Pressure Sanitary Sewer System

Dear Mr. Nichols,

Please accept this letter as a formal request for the disbursement of the \$ 185,820 that was included in the FY 2020 county budget for the above referenced project.

I have attached the Final Payment Request and letter of approval from the engineers.

If you have any questions please do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Jeffrey E. Repp", is written over the word "Respectfully".

Jeffrey E. Repp
City Manager

Request Info	
Type	Budget Amendment
Description	BSL Low Pressure Sewer Sys Contribution Reserve
Justification	Board Meeting 1/21/2020-Transfer \$185,820 from wastewater capital reserve to the wastewater administration capital outlay wastewater projects for the Brunswick County contribution to the Boiling Spring Lakes low pressure sewer system.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
449800	498062	Interfund Trans Wstwtr Cap Rsv	Trans To Wastewater Enterprise	185820	Decrease	Credit
449800	464344	Interfund Trans Wstwtr Cap Rsv	Enterprise funded Main Ext	-185820	Decrease	Credit

Total	
Grand Total:	0

Request Info	
Type	Budget Amendment
Description	BSL Low Pressure Sewer Sys Contribution
Justification	Board Meeting 1/21/2020-Transfer \$185,820 from wastewater capital reserve to the wastewater administration capital outlay wastewater projects for the Brunswick County contribution to the Boiling Spring Lakes low pressure sewer system.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
629800	398444	Interfund Trans Wastewater Fnd	Tran From Wstwater Cap Proj	185820	Increase	Credit
627210	459040	Wastewater - Administration	Cap Outlay-COL Wastewater Proj	185820	Increase	Debit

Total	
Grand Total:	371640

Request Info	
Type	Budget Amendment
Description	36244.58.11.2 Grant
Justification	Board Meeting 01/21/2020-Appropriate \$1,356 of NCDOT revenues for grant 36244.58.11.2 and transfer \$151 of associated local match to the grant for Oak Island property taxes owed, but not included in closing costs.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438157	332118	Airport Grants	State Rev ? 36244.58.11.2	1356	Increase	Credit
438157	398110	Airport Grants	Trans Frm General Fund	151	Increase	Credit
438157	449838	Airport Grants	36244.58.11.2	1507	Increase	Debit
439801	398110	Interfund Trans Co Cap Reserve	Trans Frm General Fund	-151	Decrease	Debit
439801	464299	Interfund Trans Co Cap Reserve	Undesignated Funds	-151	Decrease	Credit

Total	
Grand Total:	2712

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

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

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

Airport Grant Project Fund:

Revenues:

36237.45.13.2	3,031,885
36237.45.14.1	449,252
36237.45.15.2	899,841
36237.45.16.1	21,508
36244.58.4.1	62,000
36237.45.10.2	513,265
36237.45.10.3	409,235
36237.45.10.1	150,000
36244.58.5.1	2,853,811
36237.45.11.1	288,401
36244.58.6.1	2,814,516
36237.45.10.4	172,359
36237.45.13.1	229,592
36244.58.7.1	85,000
36237.45.15.1	201,656
46333.1.1	111,000
46333.2.1	251,281
36244.58.8.3	974,637
36244.58.10.1	1,276,182
36244.58.10.2	2,000,000
36244.58.10.3	1,168,447
36244.58.10.4	277,446
36244.58.9.1	1,105,950
36244.58.11.1	146,185
36244.58.11.2	1,492,259
36244.58.8.2	225,000
36237.45.17.1	127,892
46333.3.1	206,000
Transfer from General Fund	772,739
Total Airport Grant Capital Project Fund Revenues	\$ 22,317,339

Expenditures:

36237.45.13.2	3,031,885
36237.45.14.1	449,252
36237.45.15.2	899,911
36237.45.16.1	21,508
36244.58.4.1	62,000
36237.45.10.2	528,873
36237.45.10.3	409,235
36237.45.10.1	150,000
36244.58.5.1	2,853,811
36237.45.11.1	288,401
36244.58.6.1	2,814,516
36237.45.10.4	172,359
36237.45.13.1	229,592
36244.58.7.1	85,000
36237.45.15.1	209,467
46333.1.1	111,000
46333.2.1	251,281

36244.58.8.3	1,054,737
36244.58.10.1	1,345,248
36244.58.10.2	2,000,000
36244.58.9.1	1,326,412
36244.58.10.3	1,298,277
36244.58.10.4	308,273
36244.58.11.1	149,547
36244.58.8.2	250,000
36244.58.11.2	1,658,068
36237.45.17.1	142,103
46333.3.1	206,000
Miscellaneous Expense	10,583
Land	-
Total Airport Grant Capital Project Fund Expenditures	22,317,339

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

Current Funds Appropriated	\$	772,739
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Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$	772,739
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the January 21, 2020 meeting of the Brunswick County Board of Commissioners.

COUNTY OF BRUNSWICK NORTH CAROLINA

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

FOR THE PERIOD ENDED DECEMBER 31, 2019



COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

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COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

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Summary Information for General and Enterprise Funds as of December 31, 2019:

General Fund:

- Total revenues for the General Fund are \$143.3 million for an increase of \$24.9 million or 21.0% over the same period in the prior year. The main reason for this is an \$18.3 million increase in Ad Valorem collections due to timing, recent revaluation, and growth in the County. There was also a \$1.1 million increase in Local Option Sales Tax revenues and \$4.9 million of FEMA revenue from prior year storms. Total revenues collected are 69.7% of the amended budget for the fiscal year.
- Total expenditures for the General Fund are \$96.3 million and are 46.0% of the current budget. Total expenditures are more than the expenditures of the same period in the prior year by \$3.2 million or 3.4%. This is a result of a Debt Service increase of \$4.5 million due to first payments for phase 1 of the school bond and \$1.5 million for education. The increases are partially offset by the expenditures associated with Hurricane Florence from last year.
- Net transfers to other funds of \$10.7 million compared to \$2.6 million in the prior year. Transfers were to fund various county capital projects.
- Revenues are more than expenditures and net transfers by \$38.6 million for the current period end compared to more than by \$22.7 million at the end of the same period of the prior year.

Water Fund:

- Total revenues for the Water Fund increased \$3.5 million over the same period in the prior year to \$17.1 million. This is a result of irrigation sales increase of 94.1% or \$1.4 million, an increase in wholesale sales revenues of 19.2% or \$0.6 million, FEMA revenue of \$0.6 million for prior year expenditures and an increase in retail sales revenues of 21.8% or \$0.6 million over the same period in the prior year. Total revenues are 68.2% of the amended budget for the fiscal year.
- Total expenditures for the Water Fund are \$11.2 million and are 44.3% of current budget. Expenditures increased 11.2% or \$1.1 million mainly due to a \$0.8 million meter repair and maintenance project and a \$0.5 million one-time capital outlay purchase.
- Other financing sources (uses) show issuance of long-term debt and premiums on bonds as \$714,000 and \$69,924 respectively, providing an increase in fund balance of \$783,924. However, an offsetting payment of \$778,658 was made by the escrow agent for the refunding of the 2004B Revenue Bonds in November of the current year.
- Net transfers to water capital projects of \$2.8 million increased compared to transfers of \$0.8 million in the same period of the prior year. The transfers were to fund various water capital projects.
- Revenues are more than expenditures and net transfers by \$3.1 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 increased \$0.5 million over the same period in the prior year at \$13.4 million. Retail wastewater sales increased to \$0.9 million in comparison with the prior year of \$5.2 million while wholesale revenues decreased by \$0.4 million or 5.6% and capital recovery revenue increased by \$0.3 million or 22.4%. Total revenues are 52.6% of the amended budget for the fiscal year.
- Total expenditures for the Wastewater Fund are \$10.2 million and are 31.7% of the current budget. Expenditures increased 6.4% or \$0.6 million over the same period in the prior year mainly due to one time capital outlay purchases.
- Other financing sources (uses) show issuance of long-term debt and premiums on bonds as \$15,336,000 and \$163,155 respectively, providing an increase in fund balance of \$15,499,155. However, an offsetting payment of \$15,382,482 was made by the escrow agent for the refunding of the 2004B and 2012A Revenue Bonds in November of the current year.
- Net transfers to wastewater capital projects of \$1.2 million increased compared to almost no net transfers to wastewater capital projects 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 \$2.1 million compared to greater than by \$3.4 million in the same period of the prior year.

COUNTY OF BRUNSWICK, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS
DECEMBER 31, 2019

	<u>Major Funds</u>				<u>Total Governmental Funds</u>
	<u>General</u>	<u>County Capital Project</u>	<u>Education Capital Project</u>	<u>Non Major Governmental Funds</u>	
Assets:					
Cash and cash equivalents/investments	\$ 120,870,868	\$ 29,131,807	\$ 10,270,704	\$ 2,070,790	\$ 162,344,169
Restricted cash and investments	1,614,808	-	19,432,685	-	21,047,493
Interest receivable	165,759	51,272	21,960	3,915	242,906
Taxes receivable - net	31,292,604	-	-	-	31,292,604
Receivables - net	1,422,015	-	-	-	1,422,015
Other governmental agencies	1,255,619	15,929	108,352	-	1,379,900
Due from other funds	7,857	-	-	-	7,857
Prepaid expenditures	64,000	-	-	-	64,000
Total assets	<u>\$ 156,693,530</u>	<u>\$ 29,199,008</u>	<u>\$ 29,833,701</u>	<u>\$ 2,074,705</u>	<u>\$ 217,800,944</u>
Liabilities:					
Accounts payable and other liabilities	\$ 4,911,292	\$ 14,584	\$ -	\$ 5,792	\$ 4,931,668
Due to other funds	-	-	-	7,857	7,857
Total liabilities	<u>4,911,292</u>	<u>14,584</u>	<u>-</u>	<u>13,649</u>	<u>4,939,525</u>
Deferred Inflows of Resources:	<u>32,449,936</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>32,449,936</u>
Fund Balances:					
Nonspendable	64,000	-	-	-	64,000
Restricted:					
Stabilization by State Statute	11,730,812	-	-	92,923	11,823,735
Restricted - other	4,552,977	-	19,432,685	1,853,077	25,838,739
Committed	214,566	29,184,424	10,401,016	-	39,800,006
Assigned	2,176,237	-	-	-	2,176,237
Unassigned	<u>100,593,710</u>	<u>-</u>	<u>-</u>	<u>115,056</u>	<u>100,708,766</u>
Total fund balances	<u>119,332,302</u>	<u>29,184,424</u>	<u>29,833,701</u>	<u>2,061,056</u>	<u>180,411,483</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 156,693,530</u>	<u>\$ 29,199,008</u>	<u>\$ 29,833,701</u>	<u>\$ 2,074,705</u>	<u>\$ 217,800,944</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND
BALANCES - GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED DECEMBER 31, 2019

	<u>Major Funds</u>				<u>Total Governmental Funds</u>
	<u>General</u>	<u>County Capital Project</u>	<u>Education Capital Project</u>	<u>Non Major Governmental Funds</u>	
Revenues:					
Ad valorem taxes	\$ 107,711,948	\$ -	\$ -	\$ -	\$ 107,711,948
Local option sales taxes	10,671,051	-	-	-	10,671,051
Other taxes and licenses	3,379,326	-	-	-	3,379,326
Unrestricted intergovernmental revenues	283,057	-	-	-	283,057
Restricted intergovernmental revenues	10,948,545	1,991,301	-	454,029	13,393,875
Permits and fees	2,594,171	-	-	92,088	2,686,259
Sales and services	6,265,660	-	-	-	6,265,660
Investment earnings	546,185	180,521	327,896	13,556	1,068,158
Other	922,026	-	-	-	922,026
Total revenues	<u>143,321,969</u>	<u>2,171,822</u>	<u>327,896</u>	<u>559,673</u>	<u>146,381,360</u>
Expenditures:					
Current:					
General government	6,234,051	846,537	-	206,473	7,287,061
Public safety	24,342,745	-	-	191,611	24,534,356
Central services	9,540,405	-	-	-	9,540,405
Human services	12,120,844	-	-	-	12,120,844
Transportation	97,822	2,162,409	-	-	2,260,231
Environmental protection	8,574,600	-	-	-	8,574,600
Culture and recreation	2,224,741	148,337	-	-	2,373,078
Economic and physical development	3,253,742	-	-	-	3,253,742
Education	24,131,002	-	12,920,622	-	37,051,624
Debt Service:					
Principal retirement	2,668,304	-	-	-	2,668,304
Interest and fiscal charges	3,129,114	-	-	-	3,129,114
Total expenditures	<u>96,317,370</u>	<u>3,157,283</u>	<u>12,920,622</u>	<u>398,084</u>	<u>112,793,359</u>
Revenues over (under) expenditures	<u>47,004,599</u>	<u>(985,461)</u>	<u>(12,592,726)</u>	<u>161,589</u>	<u>33,588,001</u>
Other Financing Sources (Uses):					
Transfers from other funds	2,304,445	8,425,021	2,304,445	-	13,033,911
Transfers to other funds	(10,729,466)	(2,304,445)	-	-	(13,033,911)
Total other financing sources (uses)	<u>(8,425,021)</u>	<u>6,120,576</u>	<u>2,304,445</u>	<u>-</u>	<u>-</u>
Net change in fund balance	38,579,578	5,135,115	(10,288,281)	161,589	33,588,001
Fund balance, beginning of year	<u>80,752,724</u>	<u>24,049,309</u>	<u>40,121,982</u>	<u>1,899,467</u>	<u>146,823,482</u>
Fund balance, end of year	<u>\$ 119,332,302</u>	<u>\$ 29,184,424</u>	<u>\$ 29,833,701</u>	<u>\$ 2,061,056</u>	<u>\$ 180,411,483</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL - GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2019

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
Revenues:				
Ad valorem taxes	\$ 138,091,466	\$ 138,091,466	\$ 107,711,948	\$ (30,379,518)
Local option sales taxes	25,765,298	25,765,298	10,671,051	(15,094,247)
Other taxes and licenses	4,823,000	4,823,000	3,379,326	(1,443,674)
Unrestricted intergovernmental revenues	3,123,000	3,123,000	283,057	(2,839,943)
Restricted intergovernmental revenues	15,414,818	15,690,421	10,948,545	(4,741,876)
Permits and fees	4,210,982	4,210,982	2,594,171	(1,616,811)
Sales and services	11,924,347	11,924,347	6,265,660	(5,658,687)
Investment earnings	300,650	490,650	546,185	55,535
Other	1,050,120	1,383,120	922,026	(461,094)
Total revenues	<u>204,703,681</u>	<u>205,502,284</u>	<u>143,321,969</u>	<u>(62,180,315)</u>
Expenditures:				
Current:				
General government	13,338,323	13,706,294	6,234,051	7,472,243
Central services	17,877,823	18,790,253	9,540,405	9,249,848
Public safety	49,074,086	50,269,808	24,342,745	25,927,063
Transportation	170,572	170,572	97,822	72,750
Environmental protection	18,083,019	18,085,259	8,574,600	9,510,659
Economic and physical development	8,199,637	8,781,286	3,253,742	5,527,544
Human services	27,173,559	27,491,229	12,120,844	15,370,385
Education	48,271,296	48,457,232	24,131,002	24,326,230
Culture and recreation	4,698,358	4,891,074	2,224,741	2,666,333
Debt Service:				
Principal retirement	13,623,306	13,623,306	2,668,304	10,955,002
Interest and fiscal charges	4,976,909	4,976,909	3,129,114	1,847,795
Total expenditures	<u>205,486,888</u>	<u>209,243,222</u>	<u>96,317,370</u>	<u>112,925,852</u>
Revenues over (under) expenditures	<u>(783,207)</u>	<u>(3,740,938)</u>	<u>47,004,599</u>	<u>50,745,537</u>
Other Financing Sources (Uses):				
Transfers from other funds	-	2,304,445	2,304,445	-
Transfers to other funds	(4,780,582)	(15,623,685)	(10,729,466)	4,894,219
Appropriated fund balance	5,563,789	17,060,178	-	(17,060,178)
Total other financing sources (uses)	<u>783,207</u>	<u>3,740,938</u>	<u>(8,425,021)</u>	<u>(12,165,959)</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ -</u>	<u>38,579,578</u>	<u>\$ 38,579,578</u>
Fund balance, beginning of year			80,752,724	
Fund balance, end of year			<u>\$ 119,332,302</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2019 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	<u>Original Budget</u>	<u>Current Budget</u>	<u>December 31, 2019</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2019</u>	<u>December 31, 2018</u>
Revenues:							
Ad Valorem Taxes:							
Current year taxes	\$ 135,091,466	\$ 135,091,466	\$ 105,944,521	\$ (29,146,945)	78%	\$ 123,945,212	\$ 87,688,486
Prior year taxes	2,300,000	2,300,000	1,400,927	(899,073)	61%	3,220,830	2,000,323
Penalties and interest	700,000	700,000	366,500	(333,500)	52%	1,067,844	448,889
	<u>138,091,466</u>	<u>138,091,466</u>	<u>107,711,948</u>	<u>(30,379,518)</u>	78%	<u>128,233,886</u>	<u>90,137,698</u>
Local Option Sales Taxes:							
Article 39 (1%)	10,507,770	10,507,770	4,706,486	(5,801,284)	45%	10,848,845	4,201,304
Article 40 (1/2%)	7,943,242	7,943,242	2,902,009	(5,041,233)	37%	7,963,614	2,591,780
Article 42 (1/2%)	7,314,286	7,314,286	3,062,556	(4,251,730)	42%	7,476,514	2,728,246
	<u>25,765,298</u>	<u>25,765,298</u>	<u>10,671,051</u>	<u>(15,094,247)</u>	41%	<u>26,288,973</u>	<u>9,521,330</u>
Other Taxes and Licenses:							
Scrap tire disposal fee	160,000	160,000	54,298	(105,702)	34%	183,492	47,864
Deed stamp excise tax	2,920,000	2,920,000	2,278,662	(641,338)	78%	3,744,657	1,811,178
Solid waste tax	48,000	48,000	16,801	(31,199)	35%	62,922	15,521
White goods disposal tax	45,000	45,000	16,114	(28,886)	36%	54,157	15,133
1% Occupancy Tax	1,650,000	1,650,000	1,013,451	(636,549)	61%	1,728,904	982,242
	<u>4,823,000</u>	<u>4,823,000</u>	<u>3,379,326</u>	<u>(1,443,674)</u>	70%	<u>5,774,132</u>	<u>2,871,938</u>
Unrestricted Intergovernmental:							
Medicaid hold harmless	2,500,000	2,500,000	-	(2,500,000)	0%	3,996,393	-
Beer and wine tax	248,000	248,000	-	(248,000)	0%	292,723	-
Jail fees	375,000	375,000	283,057	(91,943)	75%	479,987	146,925
	<u>3,123,000</u>	<u>3,123,000</u>	<u>283,057</u>	<u>(2,839,943)</u>	9%	<u>4,769,103</u>	<u>146,925</u>
Restricted Intergovernmental:							
State and federal grant	15,281,787	15,557,390	10,861,804	(4,695,586)	70%	18,344,018	6,246,416
ARRA federal grant	1,531	1,531	765	(766)	50%	3,055	1,524
Court facility fees	120,000	120,000	54,230	(65,770)	45%	126,095	53,942
Payments in lieu of taxes	-	-	100	100	na	4,169	-
ABC education requirement	-	-	-	-	na	10,501	10,188
ABC law enforcement services	4,000	4,000	12,099	8,099	302%	8,519	8,519
State drug tax	7,500	7,500	19,547	12,047	261%	53,150	4,365
	<u>15,414,818</u>	<u>15,690,421</u>	<u>10,948,545</u>	<u>(4,741,876)</u>	70%	<u>18,549,507</u>	<u>6,324,954</u>
Permits and Fees:							
Blding inspections and permits	2,250,000	2,250,000	1,447,962	(802,038)	64%	2,791,372	1,444,764
Recording fees	775,000	775,000	453,512	(321,488)	59%	763,516	369,025
Fire inspection fees	100,000	100,000	105,292	5,292	105%	116,119	24,663
Concealed handgun permit	180,000	180,000	73,905	(106,095)	41%	212,170	79,150
Other permit and fees	905,982	905,982	513,500	(392,482)	57%	877,151	407,382
	<u>4,210,982</u>	<u>4,210,982</u>	<u>2,594,171</u>	<u>(1,616,811)</u>	62%	<u>4,760,328</u>	<u>2,324,984</u>
Sales and Services:							
Solid waste fees	2,600,000	2,600,000	1,523,736	(1,076,264)	59%	4,384,324	1,901,189
School resource officer reimb.	1,476,726	1,476,726	722,728	(753,998)	49%	1,447,763	693,220
Rents	13,930	13,930	9,434	(4,496)	68%	15,260	8,295
EMS Charges	4,576,000	4,576,000	2,398,268	(2,177,732)	52%	4,088,650	1,923,513
Public health user fees	835,050	835,050	443,607	(391,443)	53%	800,121	320,901
Sheriff animal prot. serv. fees	103,500	103,500	48,413	(55,087)	47%	96,101	39,579
Social services fees	70,500	70,500	30,363	(40,137)	43%	68,678	25,138
Public housing fees	38,991	38,991	12,578	(26,413)	32%	15,590	2,947
Tax collection fees	230,000	230,000	173,122	(56,878)	75%	265,586	153,090
Other sales and services	1,278,050	1,278,050	556,179	(721,871)	44%	1,530,423	745,202
Register of deeds	338,750	338,750	185,016	(153,734)	55%	331,673	154,417

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2019 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	<u>Original Budget</u>	<u>Current Budget</u>	<u>December 31, 2019</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2019</u>	<u>December 31, 2018</u>
Sales and Services (continued):							
Marriage licenses	55,500	55,500	25,167	(30,333)	45%	50,103	26,146
Recreation services	307,350	307,350	137,049	(170,301)	45%	258,926	138,226
	<u>11,924,347</u>	<u>11,924,347</u>	<u>6,265,660</u>	<u>(5,658,687)</u>	53%	<u>13,353,198</u>	<u>6,131,863</u>
Investment earnings	<u>300,650</u>	<u>490,650</u>	<u>546,185</u>	<u>55,535</u>	111%	<u>835,673</u>	<u>336,882</u>
Other:							
Tax refunds - sales and gas tax	1,100	1,100	-	(1,100)	0%	-	-
ABC bottles taxes	45,000	45,000	31,271	(13,729)	69%	67,267	27,927
Cnty Brd of Alcohol Control	24,000	24,000	7,500	(16,500)	31%	28,500	6,000
Contributions	9,000	9,000	38,332	29,332	426%	89,796	55,801
Other revenues	971,020	1,304,020	844,923	(459,097)	65%	2,385,290	520,818
	<u>1,050,120</u>	<u>1,383,120</u>	<u>922,026</u>	<u>(461,094)</u>	67%	<u>2,570,853</u>	<u>610,546</u>
Total revenues	<u>204,703,681</u>	<u>205,502,284</u>	<u>143,321,969</u>	<u>(62,180,315)</u>	70%	<u>205,135,653</u>	<u>118,407,120</u>
Expenditures:							
General Government:							
Governing Body:							
Salaries	178,520	178,520	90,091	88,429	50%	171,670	85,416
Fringe benefits	71,938	71,938	22,317	49,621	31%	43,808	21,813
Operating costs	72,130	72,130	39,778	32,352	55%	68,961	35,490
	<u>322,588</u>	<u>322,588</u>	<u>152,186</u>	<u>170,402</u>	47%	<u>284,439</u>	<u>142,719</u>
County Administration:							
Salaries	640,071	640,071	360,606	279,465	56%	666,634	369,374
Fringe benefits	191,397	191,397	94,751	96,646	50%	184,359	99,360
Operating costs	46,630	46,630	10,185	36,445	22%	17,174	8,485
	<u>878,098</u>	<u>878,098</u>	<u>465,542</u>	<u>412,556</u>	53%	<u>868,167</u>	<u>477,219</u>
Human Resources:							
Salaries	326,174	326,174	162,981	163,193	50%	313,173	166,660
Fringe benefits	113,977	113,977	56,361	57,616	49%	102,908	54,620
Operating costs	11,900	11,900	3,603	8,297	30%	6,004	2,839
	<u>452,051</u>	<u>452,051</u>	<u>222,945</u>	<u>229,106</u>	49%	<u>422,085</u>	<u>224,119</u>
Finance:							
Salaries	854,960	854,960	428,349	426,611	50%	825,139	410,478
Fringe benefits	289,386	289,386	142,436	146,950	49%	273,593	137,950
Operating costs	447,040	460,833	327,420	133,413	71%	424,847	328,921
	<u>1,591,386</u>	<u>1,605,179</u>	<u>898,205</u>	<u>706,974</u>	56%	<u>1,523,579</u>	<u>877,349</u>
Tax Administration:							
Salaries	2,550,065	2,550,065	1,216,806	1,333,259	48%	2,288,792	1,133,850
Fringe benefits	971,317	971,317	465,446	505,871	48%	843,676	415,167
Operating costs	1,044,135	1,044,135	445,319	598,816	43%	856,470	386,698
	<u>4,565,517</u>	<u>4,565,517</u>	<u>2,127,571</u>	<u>2,437,946</u>	47%	<u>3,988,938</u>	<u>1,935,715</u>
County Attorney:							
Salaries	395,036	395,036	197,296	197,740	50%	379,107	179,648
Fringe benefits	120,657	120,657	58,295	62,362	48%	107,408	50,237
Operating costs	193,450	193,450	23,806	169,644	12%	44,559	31,515
	<u>709,143</u>	<u>709,143</u>	<u>279,397</u>	<u>429,746</u>	39%	<u>531,074</u>	<u>261,400</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2019 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	<u>Original Budget</u>	<u>Current Budget</u>	<u>December 31, 2019</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2019</u>	<u>December 31, 2018</u>
Court Facilities:							
Operating costs	262,724	262,724	72,652	190,072	28%	197,290	81,115
Board of Elections:							
Salaries	604,838	604,838	222,958	381,880	37%	478,570	323,543
Fringe benefits	141,854	141,854	60,166	81,688	42%	117,888	61,644
Operating costs	243,557	488,081	113,944	374,137	23%	161,636	144,073
Capital outlay	-	305,571	-	305,571	0%	-	-
	990,249	1,540,344	397,068	1,143,276	26%	758,094	529,260
Register of Deeds:							
Salaries	720,609	720,609	343,034	377,575	48%	652,951	334,500
Fringe benefits	310,237	310,237	145,588	164,649	47%	278,118	140,711
Operating costs	1,835,721	1,835,721	1,129,863	705,858	62%	2,203,989	919,294
	2,866,567	2,866,567	1,618,485	1,248,082	56%	3,135,058	1,394,505
Contingency:							
Operating Costs	700,000	504,083	-	504,083	0%	-	-
Total general government	13,338,323	13,706,294	6,234,051	7,472,243	45%	11,708,724	5,923,401
Central Services:							
Management Information Systems:							
Salaries	1,142,561	1,142,561	560,762	581,799	49%	1,132,217	565,017
Fringe benefits	386,420	386,420	186,097	200,323	48%	364,123	178,601
Operating costs	1,307,700	1,659,577	552,839	1,106,738	33%	1,047,490	357,717
Capital outlay	36,000	36,000	-	36,000	0%	127,542	859
	2,872,681	3,224,558	1,299,698	1,924,860	40%	2,671,372	1,102,194
Fleet Services:							
Salaries	684,543	684,543	297,283	387,260	43%	612,114	312,788
Fringe benefits	268,744	268,744	116,569	152,175	43%	227,228	117,789
Operating costs	363,600	386,756	9,850	376,906	3%	283,322	(37,719)
Capital outlay	377,000	394,773	29,590	365,183	7%	51,667	17,643
	1,693,887	1,734,816	453,292	1,281,524	26%	1,174,331	410,501
Engineering:							
Salaries	447,982	447,982	214,652	233,330	48%	411,650	195,730
Fringe benefits	149,204	149,204	68,802	80,402	46%	130,231	60,886
Operating costs	40,750	40,750	13,781	26,969	34%	27,768	8,116
Capital outlay	-	-	-	-	na	29,594	-
	637,936	637,936	297,235	340,701	47%	599,243	264,732
Operation Services:							
Salaries	2,337,175	2,337,175	1,237,367	1,099,808	53%	2,255,410	1,184,807
Fringe benefits	977,428	977,428	494,031	483,397	51%	893,566	453,352
Operating costs	3,214,332	3,637,956	1,563,747	2,074,209	43%	10,820,183	5,098,313
Capital outlay	499,500	499,500	469,737	29,763	94%	303,662	10,820
	7,028,435	7,452,059	3,764,882	3,687,177	51%	14,272,821	6,747,292
Non-departmental:							
Fringe benefits	5,371,665	5,371,665	3,121,973	2,249,692	58%	5,168,930	3,005,548
Operating costs	273,219	329,219	603,325	(274,106)	183%	836,724	924,036
Capital outlay	-	40,000	-	40,000	0%	-	-
	5,644,884	5,740,884	3,725,298	2,015,586	65%	6,005,654	3,929,584
Total central services	17,877,823	18,790,253	9,540,405	9,249,848	51%	24,723,421	12,454,303

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2019 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	<u>Original Budget</u>	<u>Current Budget</u>	<u>December 31, 2019</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2019</u>	<u>December 31, 2018</u>
Public Safety:							
District Attorney:							
Operating costs	53,000	53,000	3,124	49,876	6%	19,412	3,427
Sheriff:							
Salaries	10,640,762	10,640,762	5,490,296	5,150,466	52%	11,078,018	5,910,921
Fringe benefits	3,835,042	3,835,042	1,883,792	1,951,250	49%	3,699,863	1,911,581
Operating costs	2,791,252	3,201,891	1,396,700	1,805,191	44%	3,634,459	2,323,105
Capital outlay	1,306,506	1,292,976	453,620	839,356	35%	932,734	776,492
	<u>18,573,562</u>	<u>18,970,671</u>	<u>9,224,408</u>	<u>9,746,263</u>	<u>49%</u>	<u>19,345,074</u>	<u>10,922,099</u>
Detention Center:							
Salaries	4,889,007	4,889,007	2,423,486	2,465,521	50%	4,552,769	2,335,530
Fringe benefits	1,882,729	1,882,729	882,934	999,795	47%	1,599,087	812,808
Operating costs	2,912,780	2,909,230	1,392,970	1,516,260	48%	2,576,068	1,230,545
Capital outlay	200,430	482,612	261,283	221,329	54%	472,344	89,587
	<u>9,884,946</u>	<u>10,163,578</u>	<u>4,960,673</u>	<u>5,202,905</u>	<u>49%</u>	<u>9,200,268</u>	<u>4,468,470</u>
Emergency Medical:							
Salaries	5,867,157	5,908,885	3,178,486	2,730,399	54%	5,742,476	2,970,747
Fringe benefits	2,091,209	2,108,837	1,031,553	1,077,284	49%	1,849,724	938,746
Operating costs	1,699,942	1,712,504	889,684	822,820	52%	1,523,755	758,036
Capital outlay	1,571,242	1,921,398	1,192,891	728,507	62%	1,233,100	837,908
	<u>11,229,550</u>	<u>11,651,624</u>	<u>6,292,614</u>	<u>5,359,010</u>	<u>54%</u>	<u>10,349,055</u>	<u>5,505,437</u>
Emergency Management:							
Salaries	299,165	257,437	139,751	117,686	54%	239,661	125,402
Fringe benefits	99,577	81,949	38,614	43,335	47%	64,796	33,942
Operating costs	412,035	424,035	174,382	249,653	41%	706,535	434,197
Capital outlay	1,140,730	1,135,730	17,254	1,118,476	2%	71,700	-
	<u>1,951,507</u>	<u>1,899,151</u>	<u>370,001</u>	<u>1,529,150</u>	<u>19%</u>	<u>1,082,692</u>	<u>593,541</u>
Other Agencies:							
Fire districts	60,000	60,000	15,000	45,000	25%	60,000	30,000
Rescue Squads	331,800	331,800	86,525	245,275	26%	332,800	86,775
	<u>391,800</u>	<u>391,800</u>	<u>101,525</u>	<u>290,275</u>	<u>26%</u>	<u>392,800</u>	<u>116,775</u>
Building Inspections and Central Permitting							
Salaries	1,572,169	1,659,169	799,368	859,801	48%	1,758,298	855,276
Fringe benefits	546,526	546,526	279,529	266,997	51%	556,986	265,038
Operating costs	132,014	132,014	54,595	77,419	41%	198,332	82,375
Capital outlay	60,000	60,000	52,439	7,561	87%	144,854	58,815
	<u>2,310,709</u>	<u>2,397,709</u>	<u>1,185,931</u>	<u>1,211,778</u>	<u>49%</u>	<u>2,658,470</u>	<u>1,261,504</u>
Fire Inspections							
Salaries	351,342	351,342	144,748	206,594	41%	-	-
Fringe benefits	117,503	117,503	44,246	73,257	38%	-	-
Operating costs	58,700	58,700	26,791	31,909	46%	-	-
Capital outlay	60,000	60,000	57,893	2,107	96%	-	-
	<u>587,545</u>	<u>587,545</u>	<u>273,678</u>	<u>313,867</u>	<u>47%</u>	<u>-</u>	<u>-</u>
Central Communications:							
Salaries	1,827,531	1,808,531	850,505	958,026	47%	1,714,905	878,937
Fringe benefits	692,092	692,092	310,133	381,959	45%	598,577	295,916
Operating costs	310,994	320,320	133,167	187,153	42%	145,264	76,849
Capital outlay	93,096	112,096	31,652	80,444	28%	110,753	21,904
	<u>2,923,713</u>	<u>2,933,039</u>	<u>1,325,457</u>	<u>1,607,582</u>	<u>45%</u>	<u>2,569,499</u>	<u>1,273,606</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2019 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	December 31, 2019	Variance Positive (Negative)	% of Budget	June 30, 2019	December 31, 2018
Animal Protective Services:							
Salaries	599,348	599,348	309,930	289,418	52%	638,513	345,559
Fringe benefits	231,306	231,306	118,826	112,480	51%	233,068	121,760
Operating costs	305,100	357,353	143,881	213,472	40%	297,175	141,138
Capital outlay	32,000	33,684	32,697	987	97%	-	-
	<u>1,167,754</u>	<u>1,221,691</u>	<u>605,334</u>	<u>616,357</u>	50%	<u>1,168,756</u>	<u>608,457</u>
Total public safety	<u>49,074,086</u>	<u>50,269,808</u>	<u>24,342,745</u>	<u>25,927,063</u>	48%	<u>46,786,026</u>	<u>24,753,316</u>
Transportation:							
Cape Fear Regional Jetport	111,000	111,000	52,000	59,000	47%	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	32,072	32,072	32,072	-	100%	31,138	31,138
Brunswick Transit System	-	-	-	-	na	292,315	173,165
Total transportation	<u>170,572</u>	<u>170,572</u>	<u>97,822</u>	<u>72,750</u>	57%	<u>447,953</u>	<u>266,553</u>
Environmental Protection:							
Solid Waste:							
Salaries	376,996	376,996	184,278	192,718	49%	335,562	184,118
Fringe benefits	150,385	150,385	69,767	80,618	46%	124,930	67,338
Operating costs	16,686,895	16,689,135	8,248,305	8,440,830	49%	16,545,228	8,032,571
Capital outlay	627,000	627,000	-	627,000	0%	212,590	164,553
	<u>17,841,276</u>	<u>17,843,516</u>	<u>8,502,350</u>	<u>9,341,166</u>	48%	<u>17,218,310</u>	<u>8,448,580</u>
Other:							
Forestry services	241,743	241,743	72,250	169,493	30%	203,391	85,734
Total environmental protection	<u>18,083,019</u>	<u>18,085,259</u>	<u>8,574,600</u>	<u>9,510,659</u>	47%	<u>17,421,701</u>	<u>8,534,314</u>
Economic Development:							
Community Enforcement:							
Salaries	187,816	187,816	67,873	119,943	36%	154,354	65,168
Fringe benefits	75,102	75,102	26,904	48,198	36%	58,902	25,407
Operating costs	20,115	20,115	4,037	16,078	20%	13,262	5,230
Capital outlay	32,000	32,000	23,717	8,283	74%	29,705	29,705
	<u>315,033</u>	<u>315,033</u>	<u>122,531</u>	<u>192,502</u>	39%	<u>256,223</u>	<u>125,510</u>
Planning:							
Salaries	464,379	464,379	237,074	227,305	51%	426,308	216,642
Fringe benefits	169,705	169,705	78,880	90,825	46%	139,467	72,794
Operating costs	398,700	411,100	57,445	353,655	14%	115,344	52,049
Capital outlay	-	-	-	-	na	23,939	23,939
	<u>1,032,784</u>	<u>1,045,184</u>	<u>373,399</u>	<u>671,785</u>	36%	<u>705,058</u>	<u>365,424</u>
Cooperative Extension:							
Salaries	308,110	348,148	111,370	236,778	32%	302,039	127,402
Fringe benefits	147,782	150,845	38,786	112,059	26%	118,133	43,590
Operating costs	124,983	142,580	55,858	86,722	39%	122,603	43,994
Capital outlay	-	5,350	5,350	-	100%	36,053	-
	<u>580,875</u>	<u>646,923</u>	<u>211,364</u>	<u>435,559</u>	33%	<u>578,828</u>	<u>214,986</u>
Soil and Water Conservation:							
Salaries	165,517	165,517	85,382	80,135	52%	159,085	81,601
Fringe benefits	61,737	61,737	31,244	30,493	51%	58,171	29,500
Operating costs	17,350	17,350	6,039	11,311	35%	16,949	6,034
	<u>244,604</u>	<u>244,604</u>	<u>122,665</u>	<u>121,939</u>	50%	<u>234,205</u>	<u>117,135</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2019 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	<u>Original Budget</u>	<u>Current Budget</u>	<u>December 31, 2019</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2019</u>	<u>December 31, 2018</u>
Public Housing Section 8:							
Salaries	131,246	131,246	63,037	68,209	48%	106,826	45,658
Fringe benefits	55,565	55,565	26,730	28,835	48%	42,330	17,843
Operating costs	2,168,330	2,174,330	958,162	1,216,168	44%	1,916,764	958,603
	<u>2,355,141</u>	<u>2,361,141</u>	<u>1,047,929</u>	<u>1,313,212</u>	44%	<u>2,065,920</u>	<u>1,022,104</u>
1% Occupancy Tax:							
Operating costs	<u>1,650,000</u>	<u>1,650,000</u>	<u>1,013,451</u>	<u>636,549</u>	61%	<u>1,728,904</u>	<u>982,242</u>
Other Economic Development:							
Holden Beach Special Obligation Bond	1,396,200	1,396,200	-	1,396,200	0%	-	-
Lockwood Folly & Shallotte Dredging	-	246,977	149,903	97,074	61%	190,000	190,000
Reserve for shoreline Brunswick Busines & Industry Development	200,000 <u>425,000</u>	450,224 <u>425,000</u>	- <u>212,500</u>	450,224 <u>212,500</u>	0% 50%	7,799 <u>425,000</u>	6,134 <u>212,500</u>
	<u>2,021,200</u>	<u>2,518,401</u>	<u>362,403</u>	<u>2,155,998</u>	14%	<u>622,799</u>	<u>408,634</u>
Total economic development	<u>8,199,637</u>	<u>8,781,286</u>	<u>3,253,742</u>	<u>5,527,544</u>	37%	<u>6,191,937</u>	<u>3,236,035</u>
Human Services:							
Health:							
Administration:							
Salaries	2,406,010	2,406,010	1,226,640	1,179,370	51%	2,382,456	1,242,954
Fringe benefits	1,263,557	1,263,557	642,106	621,451	51%	1,202,433	492,379
Operating costs	285,325	282,325	118,349	163,976	42%	214,808	122,571
Capital outlay	82,200	85,200	85,068	132	100%	29,449	-
	<u>4,037,092</u>	<u>4,037,092</u>	<u>2,072,163</u>	<u>1,964,929</u>	51%	<u>3,829,146</u>	<u>1,857,904</u>
Communicable Diseases:							
Operating costs	<u>420,137</u>	<u>420,137</u>	<u>249,194</u>	<u>170,943</u>	59%	<u>302,020</u>	<u>196,868</u>
Adult Health Maintenance:							
Operating costs	<u>476,075</u>	<u>507,514</u>	<u>73,853</u>	<u>433,661</u>	15%	<u>160,784</u>	<u>60,046</u>
Senior Health							
Salaries	56,283	56,283	26,878	29,405	48%	52,954	26,947
Fringe benefits	22,252	22,252	10,838	11,414	49%	20,830	10,252
Operating costs	3,835	3,835	1,659	2,176	43%	3,311	1,607
	<u>82,370</u>	<u>82,370</u>	<u>39,375</u>	<u>42,995</u>	48%	<u>77,095</u>	<u>38,806</u>
Maternal and Child Health:							
Salaries	383,578	383,578	150,328	233,250	39%	322,066	177,625
Fringe benefits	168,858	168,858	66,253	102,605	39%	133,138	71,034
Operating costs	593,025	625,372	250,802	374,570	40%	529,692	229,712
Capital outlay	-	-	-	-	na	6,222	6,222
	<u>1,145,461</u>	<u>1,177,808</u>	<u>467,383</u>	<u>710,425</u>	40%	<u>991,118</u>	<u>484,593</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2019 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	<u>Original Budget</u>	<u>Current Budget</u>	<u>December 31, 2019</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2019</u>	<u>December 31, 2018</u>
Environmental Health:							
Salaries	1,158,046	1,158,046	574,588	583,458	50%	1,086,498	550,037
Fringe benefits	415,172	415,172	201,615	213,557	49%	364,134	179,517
Operating costs	192,126	192,126	87,030	105,096	45%	366,434	293,134
Capital outlay	28,000	28,000	17,722	10,278	63%	78,010	78,010
	<u>1,793,344</u>	<u>1,793,344</u>	<u>880,955</u>	<u>912,389</u>	49%	<u>1,895,076</u>	<u>1,100,698</u>
Total health	<u>7,954,479</u>	<u>8,018,265</u>	<u>3,782,923</u>	<u>4,235,342</u>	47%	<u>7,255,239</u>	<u>3,738,915</u>
Veterans' Services:							
Salaries	139,150	139,150	67,108	72,042	48%	137,542	72,757
Fringe benefits	55,433	55,433	27,193	28,240	49%	51,114	25,824
Operating costs	15,637	15,637	7,266	8,371	46%	13,484	6,789
Total veterans' services	<u>210,220</u>	<u>210,220</u>	<u>101,567</u>	<u>108,653</u>	48%	<u>202,140</u>	<u>105,370</u>
Social Services:							
Administration:							
Salaries	7,459,072	7,459,072	3,554,317	3,904,755	48%	6,898,625	3,577,382
Fringe benefits	3,658,637	3,658,637	1,664,544	1,994,093	45%	3,183,572	1,375,646
Operating costs	2,940,115	2,953,115	907,549	2,045,566	31%	2,320,407	863,123
Capital outlay	-	-	-	-	na	56,475	56,475
	<u>14,057,824</u>	<u>14,070,824</u>	<u>6,126,410</u>	<u>7,944,414</u>	44%	<u>12,459,079</u>	<u>5,872,626</u>
Other Operating Costs:							
Medical assistance	20,000	20,000	907	19,093	5%	3,078	848
Aid to the blind	8,153	8,153	8,153	-	100%	7,845	7,845
Adoption assistance	280,000	280,000	109,439	170,561	39%	231,539	115,254
Special assistance	470,000	470,000	138,373	331,627	29%	357,920	167,359
Foster care	950,000	950,000	225,712	724,288	24%	612,755	268,200
State foster home	335,000	335,000	178,766	156,234	53%	403,299	190,069
Special assistance	25,121	25,121	14,752	10,369	59%	22,320	9,203
Day care	23,000	23,000	-	23,000	0%	-	-
Special child adopt. assistance	-	82,683	13,693	68,990	17%	70,648	36,815
	<u>2,111,274</u>	<u>2,193,957</u>	<u>689,795</u>	<u>1,504,162</u>	31%	<u>1,709,404</u>	<u>795,593</u>
Total social services	<u>16,169,098</u>	<u>16,264,781</u>	<u>6,816,205</u>	<u>9,448,576</u>	42%	<u>14,168,483</u>	<u>6,668,219</u>
Other Human Services:							
Trillium Health Resources	250,443	250,443	62,611	187,832	25%	250,443	125,222
Brunswick Senior Resources	2,589,319	2,589,319	1,294,661	1,294,658	50%	2,482,419	1,227,610
Other human services	-	158,201	62,877	95,324	40%	127,095	62,764
	<u>2,839,762</u>	<u>2,997,963</u>	<u>1,420,149</u>	<u>1,577,814</u>	47%	<u>2,859,957</u>	<u>1,415,596</u>
Total human services	<u>27,173,559</u>	<u>27,491,229</u>	<u>12,120,844</u>	<u>15,370,385</u>	44%	<u>24,485,819</u>	<u>11,928,100</u>
Education:							
Public schools	42,840,126	42,840,126	21,420,066	21,420,060	50%	39,918,820	19,959,414
Public schools - capital outlay	898,744	898,744	449,370	449,374	50%	837,458	418,734
Community college	4,209,426	4,395,362	2,100,064	2,295,298	48%	4,096,380	2,092,130
Community college - cap. out.	323,000	323,000	161,502	161,498	50%	365,000	167,900
Total education	<u>48,271,296</u>	<u>48,457,232</u>	<u>24,131,002</u>	<u>24,326,230</u>	50%	<u>45,217,658</u>	<u>22,638,178</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2019 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	<u>Original Budget</u>	<u>Current Budget</u>	<u>December 31, 2019</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2019</u>	<u>December 31, 2018</u>
Culture and Recreation:							
Parks and Recreation:							
Administration:							
Salaries	694,475	694,475	338,203	356,272	49%	652,255	337,728
Fringe benefits	200,270	200,270	98,638	101,632	49%	188,537	95,706
Operating costs	683,310	683,310	256,831	426,479	38%	667,725	252,735
Capital outlay	32,000	194,810	27,809	167,001	14%	202,680	68,975
	<u>1,610,055</u>	<u>1,772,865</u>	<u>721,481</u>	<u>1,051,384</u>	41%	<u>1,711,197</u>	<u>755,144</u>
Maintenance:							
Salaries	806,855	806,855	395,891	410,964	49%	778,658	403,611
Fringe benefits	320,810	320,810	155,737	165,073	49%	300,669	150,584
Operating costs	412,470	437,638	207,122	230,516	47%	392,098	124,491
Capital outlay	157,500	152,000	105,880	46,120	70%	133,792	68,716
	<u>1,697,635</u>	<u>1,717,303</u>	<u>864,630</u>	<u>852,673</u>	50%	<u>1,605,217</u>	<u>747,402</u>
Total Parks and Recreation	<u>3,307,690</u>	<u>3,490,168</u>	<u>1,586,111</u>	<u>1,904,057</u>	45%	<u>3,316,414</u>	<u>1,502,546</u>
Brunswick County Library:							
Salaries	811,285	811,285	384,749	426,536	47%	777,553	385,085
Fringe benefits	330,483	330,483	154,216	176,267	47%	304,260	149,928
Operating costs	248,900	259,138	99,665	159,473	38%	210,590	96,620
	<u>1,390,668</u>	<u>1,400,906</u>	<u>638,630</u>	<u>762,276</u>	46%	<u>1,292,403</u>	<u>631,633</u>
Total culture and recreation	<u>4,698,358</u>	<u>4,891,074</u>	<u>2,224,741</u>	<u>2,666,333</u>	45%	<u>4,608,817</u>	<u>2,134,179</u>
Debt Service:							
Principal retirement	13,623,306	13,623,306	2,668,304	10,955,002	20%	11,233,460	163,460
Interest and fees	4,976,909	4,976,909	3,129,114	1,847,795	63%	2,224,964	1,115,649
Total debt service	<u>18,600,215</u>	<u>18,600,215</u>	<u>5,797,418</u>	<u>12,802,797</u>	31%	<u>13,458,424</u>	<u>1,279,109</u>
Total expenditures	<u>205,486,888</u>	<u>209,243,222</u>	<u>96,317,370</u>	<u>112,925,852</u>	46%	<u>195,050,480</u>	<u>93,147,488</u>
Revenues over (under) expenditures	<u>(783,207)</u>	<u>(3,740,938)</u>	<u>47,004,599</u>	<u>50,745,537</u>	-1256%	<u>10,085,173</u>	<u>25,259,632</u>
Transfers From Other Funds:							
Transfer from county capital project fund	-	2,304,445	2,304,445	-	100%	-	-
Transfer from health ins. internal service fund	-	-	-	-	na	3,172,028	-
	<u>-</u>	<u>2,304,445</u>	<u>2,304,445</u>	<u>-</u>	100%	<u>3,172,028</u>	<u>-</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2019 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	<u>Original Budget</u>	<u>Current Budget</u>	<u>December 31, 2019</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2019</u>	<u>December 31, 2018</u>
Transfers To Other Funds:							
Transfer to county capital projects fund	-	(8,425,021)	(8,425,021)	-	100%	(2,550,000)	(2,550,000)
Transfer to emergency telephone system fund	-	(113,637)	-	113,637	0%	-	-
Transfer to school capital projects fund	(4,780,582)	(7,085,027)	(2,304,445)	4,780,582	33%	(5,859,022)	-
	<u>(4,780,582)</u>	<u>(15,623,685)</u>	<u>(10,729,466)</u>	<u>4,894,219</u>	69%	<u>(8,409,022)</u>	<u>(2,550,000)</u>
Budgetary Financing Sources (Uses):							
Appropriated fund balance	<u>5,563,789</u>	<u>17,060,178</u>	-	(17,060,178)	0%	-	-
Total other financing sources (uses)	<u>783,207</u>	<u>3,740,938</u>	<u>(8,425,021)</u>	<u>(12,165,959)</u>	-225%	<u>(5,236,994)</u>	<u>(2,550,000)</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>38,579,578</u>	<u>\$ 38,579,578</u>		<u>4,848,179</u>	<u>22,709,632</u>
Fund balance, beginning of year			<u>80,752,724</u>			<u>75,904,545</u>	<u>75,904,545</u>
Fund balance, end of year			<u>\$ 119,332,302</u>			<u>\$ 80,752,724</u>	<u>\$ 98,614,177</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
 BUDGET TO ACTUAL - COUNTY CAPITAL PROJECTS FUND
 FROM INCEPTION AND FOR THE PERIOD ENDED DECEMBER 31, 2019

	Project Budget	Actual		Total to Date
		Prior Years	Current Year	
Revenues:				
Restricted intergovernmental-NC Dept. of Transportation	\$ 25,619,324	\$ 21,885,669	\$ 1,991,301	\$ 23,876,970
Restricted intergovernmental-NC Parks & Rec. Trust Fund	750,500	-	-	-
Investment earnings	128,008	549,928	180,521	730,449
Performance bonds	290,876	290,876	-	290,876
Other	621,500	565,587	-	565,587
Total revenues	<u>27,410,208</u>	<u>23,292,060</u>	<u>2,171,822</u>	<u>25,463,882</u>
Expenditures:				
General Government:				
Court House Renovation	11,951,550	491,830	172,280	664,110
Court House Parking Lot	1,176,070	283,096	674,257	957,353
	<u>13,127,620</u>	<u>774,926</u>	<u>846,537</u>	<u>1,621,463</u>
Environmental protection:				
Landfill Transfer Station	337,000	-	-	-
Future Capital Projects	15,047,355	-	-	-
	<u>15,384,355</u>	<u>-</u>	<u>-</u>	<u>-</u>
Economic Development:				
Springlake at Maritime Shores	274,585	-	-	-
Cultural and recreation:				
OIB Park Improvements	5,850,000	5,684,466	51,224	5,735,690
Smithville Park Improvements	6,189,666	5,936,008	11,726	5,947,734
Brunswick Waterway Park Improvements	644,083	111,137	85,387	196,524
Waccamaw Multiuse Building	300,000	-	-	-
	<u>12,983,749</u>	<u>11,731,611</u>	<u>148,337</u>	<u>11,879,948</u>
Transportation:				
Airport Improvements	26,847,398	23,617,147	2,162,409	25,779,556
Other:				
Future Capital Projects	1,775,146	-	-	-
Total expenditures	<u>70,392,853</u>	<u>36,123,684</u>	<u>3,157,283</u>	<u>39,280,967</u>
Revenues over (under) expenditures	(42,982,645)	(12,831,624)	(985,461)	(13,817,085)
Other Financing Sources (Uses):				
Appropriated fund balance	4,805,618	-	-	-
Transfer from general fund	42,470,911	34,045,893	8,425,021	42,470,914
Transfer to general fund	(4,293,884)	(1,989,439)	(2,304,445)	(4,293,884)
Total other financing sources (uses)	<u>42,982,645</u>	<u>32,056,454</u>	<u>6,120,576</u>	<u>38,177,030</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 19,224,830</u>	5,135,115	<u>\$ 24,359,945</u>
Fund balance, beginning of year			24,049,309	
Fund balance, end of year			<u>\$ 29,184,424</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - EDUCATION CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED DECEMBER 31, 2019

	<u>Project Budget</u>	<u>Actual</u>		<u>Total to Date</u>
		<u>Prior Years</u>	<u>Current Year</u>	
Revenues:				
NC Public Education Lottery	\$ 7,082,039	\$ 7,092,797	\$ -	\$ 7,092,797
Investment earnings	1,211,937	1,524,462	67,994	1,592,456
Investment earnings-debt proceeds	5,301	960,322	259,902	1,220,224
Total revenues	<u>8,299,277</u>	<u>9,577,581</u>	<u>327,896</u>	<u>9,905,477</u>
Expenditures:				
Brunswick County Schools	133,193,008	85,673,430	12,750,398	98,423,828
Brunswick Community College	33,998,159	31,523,490	170,224	31,693,714
Total expenditures	<u>167,191,167</u>	<u>117,196,920</u>	<u>12,920,622</u>	<u>130,117,542</u>
Revenues over (under) expenditures	(158,891,890)	(107,619,339)	(12,592,726)	(120,212,065)
Other Financing Sources (Uses):				
Transfer from general fund	65,161,288	58,076,260	2,304,445	60,380,705
Transfer to general fund	(314,013)	(314,013)	-	(314,013)
Premium on bonds issued	3,471,659	3,471,660	-	3,471,660
Debt financing issued	84,020,543	79,955,000	-	79,955,000
Appropriated fund balance	6,552,413	-	-	-
Total other financing sources (uses)	<u>158,891,890</u>	<u>141,188,907</u>	<u>2,304,445</u>	<u>143,493,352</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 33,569,568</u>	(10,288,281)	<u>\$ 23,281,287</u>
Fund balance, beginning of year			40,121,982	
Fund balance, end of year			<u>\$ 29,833,701</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED DECEMBER 31, 2019

	Emergency Telephone System Fund	Grant Project	ROD- Technology Enhancement Fund	Total
Assets:				
Cash and cash equivalents/investments	\$ 1,176,214	\$ -	\$ 894,576	\$ 2,070,790
Interest receivable	<u>2,174</u>	<u>-</u>	<u>1,741</u>	<u>3,915</u>
Total assets	<u>1,178,388</u>	<u>-</u>	<u>896,317</u>	<u>2,074,705</u>
Liabilities:				
Accounts payable and other liabilities	1,630	22	4,140	5,792
Due to other funds	<u>-</u>	<u>7,857</u>	<u>-</u>	<u>7,857</u>
Total liabilities	<u>1,630</u>	<u>7,879</u>	<u>4,140</u>	<u>13,649</u>
Fund Balance:				
Stabilization by State Statute	2,174	-	1,741	3,915
Restricted - other	1,174,584	-	890,436	2,065,020
Unassigned	<u>-</u>	<u>(7,879)</u>	<u>-</u>	<u>(7,879)</u>
Total fund balances	<u>1,176,758</u>	<u>(7,879)</u>	<u>892,177</u>	<u>2,061,056</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 1,178,388</u>	<u>\$ -</u>	<u>\$ 896,317</u>	<u>\$ 2,074,705</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED DECEMBER 31, 2019

	<u>Emergency Telephone System Fund</u>	<u>Grant Project</u>	<u>ROD- Technology Enhancement Fund</u>	<u>Total</u>
Revenues:				
Restricted intergovernmental	\$ 315,797	\$ 138,232	\$ -	\$ 454,029
Permits and fees	-	-	92,088	92,088
Investment earnings	7,467	-	6,089	13,556
Total revenues	<u>323,264</u>	<u>138,232</u>	<u>98,177</u>	<u>559,673</u>
Expenditures:				
General government	-	146,111	60,362	206,473
Public safety	191,611	-	-	191,611
Total expenditures	<u>191,611</u>	<u>146,111</u>	<u>60,362</u>	<u>398,084</u>
Revenues over (under) expenditures	131,653	(7,879)	37,815	161,589
Fund balance, beginning of year	<u>1,045,105</u>	<u>-</u>	<u>854,362</u>	<u>1,899,467</u>
Fund balance, end of year	<u>\$ 1,176,758</u>	<u>\$ (7,879)</u>	<u>\$ 892,177</u>	<u>\$ 2,061,056</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - EMERGENCY TELEPHONE SYSTEM FUND
FOR THE PERIOD ENDED DECEMBER 31, 2019 AND THE YEAR ENDED JUNE 30, 2019**

	<u>Budget</u>	<u>December 31, 2019</u>	<u>Variance Positive (Negative)</u>	<u>June 30, 2019</u>	<u>December 31, 2018</u>
Revenues:					
Restricted intergovernmental	\$ 757,913	\$ 315,797	\$ (442,116)	\$ 548,007	\$ 228,336
Investment earnings	-	7,467	7,467	10,129	4,445
Total revenues	<u>757,913</u>	<u>323,264</u>	<u>(434,649)</u>	<u>558,136</u>	<u>232,781</u>
Expenditures:					
Operating costs	811,678	191,611	620,067	572,264	192,685
Capital outlay	<u>59,872</u>	-	<u>59,872</u>	-	-
Total expenditures	<u>871,550</u>	<u>191,611</u>	<u>679,939</u>	<u>572,264</u>	<u>192,685</u>
Revenues over (under) expenditures	(113,637)	131,653	245,290	(14,128)	40,096
Other Financing Sources (Uses):					
Transfers from general fund	<u>113,637</u>	-	<u>(113,637)</u>	-	-
Total other financing sources (uses)	<u>113,637</u>	-	<u>(113,637)</u>	-	-
Net change in fund balance	<u>\$ -</u>	131,653	<u>\$ 131,653</u>	(14,128)	40,096
Fund balance, beginning of year		<u>1,045,105</u>		<u>1,059,233</u>	<u>1,059,233</u>
Fund balance, end of year		<u>\$ 1,176,758</u>		<u>\$ 1,045,105</u>	<u>\$ 1,099,329</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO
ACTUAL - GRANT PROJECT FUND
FROM INCEPTION AND FOR THE PERIOD ENDED DECEMBER 31, 2019**

	<u>Project Authorization</u>	<u>Actual</u>		<u>Total to Date</u>
		<u>Prior Years</u>	<u>Current Year</u>	
Revenues:				
Restricted intergovernmental	\$ 2,180,527	\$ 224,060	\$ 138,232	\$ 362,292
Expenditures:				
SAMHSA Expansion Grant FY 19-24	800,000	-	137,711	137,711
SAMHSA	<u>1,380,527</u>	<u>224,060</u>	<u>8,400</u>	<u>232,460</u>
Total expenditures	<u>2,180,527</u>	<u>224,060</u>	<u>146,111</u>	<u>370,171</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	(7,879)	<u>\$ (7,879)</u>
Fund balance, beginning of year			-	
Fund balance, end of year			<u>\$ (7,879)</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE -
REGISTER OF DEEDS TECHNOLOGY ENHANCEMENT FUND
FOR THE PERIOD ENDED DECEMBER 31, 2019 AND THE YEAR ENDED JUNE 30, 2019**

	<u>Budget</u>	<u>December 31, 2019</u>	<u>Variance Positive (Negative)</u>	<u>June 30, 2019</u>	<u>December 31, 2018</u>
Revenues:					
Permits and fees	\$ 165,500	\$ 92,088	\$ (73,412)	\$ 148,446	\$ 71,377
Investment earnings	6,000	6,089	89	8,097	3,736
Total revenues	<u>171,500</u>	<u>98,177</u>	<u>(73,323)</u>	<u>156,543</u>	<u>75,113</u>
Expenditures:					
General government	<u>201,276</u>	<u>60,362</u>	<u>140,914</u>	<u>154,335</u>	<u>55,632</u>
Revenues over (under) expenditures	(29,776)	37,815	67,591	2,208	19,481
Other Financing Sources (Uses):					
Appropriated fund balance	<u>29,776</u>	<u>-</u>	<u>(29,776)</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ -</u>	<u>37,815</u>	<u>\$ 37,815</u>	<u>2,208</u>	<u>19,481</u>
Fund balance, beginning of year		<u>854,362</u>		<u>852,154</u>	<u>852,154</u>
Fund balance, end of year		<u>\$ 892,177</u>		<u>\$ 854,362</u>	<u>\$ 871,635</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WATER FUND (NON-GAAP)
DECEMBER 31, 2019

	<u>Water Fund</u>	<u>Water Capital Projects</u>	<u>Total</u>
Current Assets:			
Cash, cash equivalents and investments	\$ 29,290,367	\$ -	\$ 29,290,367
Restricted cash	2,930,891	27,933,929	30,864,820
Interest receivable	60,515	728	61,243
Receivables and special assessments, net	3,842,713	-	3,842,713
Due from other governmental agencies	182,899	158	183,057
Due from other funds	1,671,617	-	1,671,617
Inventories	1,598,543	-	1,598,543
Total current assets	<u>39,577,545</u>	<u>27,934,815</u>	<u>67,512,360</u>
Current Liabilities:			
Accounts payable and other liabilities	462,609	6,750	469,359
Customer deposits	2,005,436	-	2,005,436
Interest payable	247,889	-	247,889
Current portion of debt	1,425,773	-	1,425,773
Due to other funds	-	1,671,617	1,671,617
Total current liabilities	<u>4,141,707</u>	<u>1,678,367</u>	<u>5,820,074</u>
Expendable net position	35,435,838	26,256,448	61,692,286
Noncurrent Items:			
Non-depreciable capital assets	11,519,502	-	11,519,502
Depreciable capital assets, net	151,103,452	-	151,103,452
Deferred outflow	1,382,854	-	1,382,854
Net pension liability	(1,313,388)	-	(1,313,388)
Compensated absences	(412,090)	-	(412,090)
Total other post-employment liability	(10,615,965)	-	(10,615,965)
Non-current portion of debt	(49,336,055)	-	(49,336,055)
Deferred inflow	(1,937,151)	-	(1,937,151)
Total net position	<u>\$ 135,826,997</u>	<u>\$ 26,256,448</u>	<u>\$ 162,083,445</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WATER SYSTEM
OPERATING FUND (NON-GAAP)
FOR THE PERIOD ENDED DECEMBER 31, 2019 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>December 31, 2019</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2019</u>	<u>December 31, 2018</u>
Revenues:							
User charges	\$ 23,874,280	\$ 24,030,540	\$ 15,961,705	\$ (8,068,835)	66%	\$ 24,609,641	\$ 13,188,448
Restricted intergovernmental	-	-	648,025	648,025	na	-	-
Investment earnings	130,000	255,000	219,468	(35,532)	86%	287,874	131,624
Other	622,985	724,304	223,032	(501,272)	31%	687,391	190,624
Total revenues	<u>24,627,265</u>	<u>25,009,844</u>	<u>17,052,230</u>	<u>(7,957,614)</u>	68%	<u>25,584,906</u>	<u>13,510,696</u>
Expenditures:							
Salaries	5,231,310	5,230,789	2,562,283	2,668,506	49%	5,011,538	2,616,782
Fringe benefits	2,421,427	2,429,167	1,210,451	1,218,716	50%	2,192,381	1,063,464
Operating expenditures	7,271,573	8,396,344	3,635,727	4,760,617	43%	9,156,206	4,316,545
Repairs and maintenance	1,823,751	3,163,648	1,651,545	1,512,103	52%	1,315,564	576,737
Capital outlay	2,791,000	3,836,935	1,611,004	2,225,931	42%	1,788,696	924,649
Debt Service:							
Principal	1,280,113	1,284,176	60,972	1,223,204	5%	1,220,859	70,294
Interest	956,203	952,141	476,185	475,956	50%	1,021,066	511,341
Total expenditures	<u>21,775,377</u>	<u>25,293,200</u>	<u>11,208,167</u>	<u>14,085,033</u>	44%	<u>21,706,310</u>	<u>10,079,812</u>
Revenues over (under) expenditures	2,851,888	(283,356)	5,844,063	6,127,419	-2062%	3,878,596	3,430,884
Other Financing Sources (Uses):							
Long-term debt issued	-	714,000	714,000	-	100%	-	-
Premiums on debt issued	-	69,924	69,924	-	100%	-	-
Payments to escrow agent for refunded bonds	-	(778,658)	(778,658)	-	100%	-	-
Transfer to water capital project fund	(2,851,888)	(2,780,000)	(2,780,000)	-	100%	(790,000)	(790,000)
Transfer from water capital project fund	-	-	-	-	na	298,091	-
Appropriated net position	-	3,058,090	-	(3,058,090)	0%	-	-
Total other fin. sources (uses)	<u>(2,851,888)</u>	<u>283,356</u>	<u>(2,774,734)</u>	<u>(3,058,090)</u>	-979%	<u>(491,909)</u>	<u>(790,000)</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,069,329</u>	<u>\$ 3,069,329</u>		<u>\$ 3,386,687</u>	<u>\$ 2,640,884</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL -
 WATER CAPITAL PROJECT FUNDS (NON-GAAP)
 FROM INCEPTION AND FOR THE PERIOD ENDED DECEMBER 31, 2019**

	Project Budget	Actual		Total to Date
		Prior Year	Current Year	
Revenues:				
Investment earnings	\$ 120,276	\$ 154,618	\$ 2,810	\$ 157,428
Investment earnings-debt proceeds	-	-	30,698	30,698
Assessments	52,724	39,495	-	39,495
Penalties and interest assessments	-	13,229	-	13,229
Total revenues	<u>173,000</u>	<u>207,342</u>	<u>33,508</u>	<u>240,850</u>
Expenditures:				
Southeast Water Tank	65,000	50,550	-	50,550
FY16 Water Mains Top 7 and Apollo	1,905,000	1,731,758	-	1,731,758
Raw Water Mains Project	28,683,127	587,292	214,714	802,006
Shalotte Transmission Main	270,000	91,498	96,600	188,098
NW Plant Treatment Expansion 12MGD	21,095,980	7,371,483	2,715,345	10,086,828
74-76 Industrial Park Water Main	308,400	39,006	54,030	93,036
74-76 Mintz Dr. to Old Maco	85,000	-	27,365	27,365
Total expenditures	<u>52,412,507</u>	<u>9,871,587</u>	<u>3,108,054</u>	<u>12,979,641</u>
Revenues over (under) expenditures	(52,239,507)	(9,664,245)	(3,074,546)	(12,738,791)
Other Financing Sources (Uses):				
Long term debt issued	47,031,380	-	26,535,000	26,535,000
Bond premium	2,148,127	-	2,148,127	2,148,127
Transfers from water fund	9,510,390	6,730,402	2,780,000	9,510,402
Transfers to water fund	(985,770)	(985,770)	-	(985,770)
Future capital projects	(7,248,117)	-	-	-
Appropriated fund balance	1,783,497	-	-	-
Total other financing sources (uses)	<u>52,239,507</u>	<u>5,744,632</u>	<u>31,463,127</u>	<u>37,207,759</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ (3,919,613)</u>	<u>\$ 28,388,581</u>	<u>\$ 24,468,968</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WASTEWATER FUND (NON-GAAP)
DECEMBER 31, 2019

	<u>Wastewater Fund</u>	<u>Wastewater Capital Projects</u>	<u>Total</u>
Current Assets:			
Cash and cash equivalents/investments	\$ 23,968,546	\$ 2,171,852	\$ 26,140,398
Restricted cash	6,261,783	50,337,352	56,599,135
Interest receivable	48,795	1,369	50,164
Receivables and special assessments, net	5,129,103	-	5,129,103
Due from other governmental agencies	308,785	-	308,785
Inventories	320,258	-	320,258
Total current assets	<u>36,037,270</u>	<u>52,510,573</u>	<u>88,547,843</u>
Current Liabilities:			
Accounts payable and other liabilities	225,095	-	225,095
Interest payable	792,374	-	792,374
Prepaid fees	389,133	-	389,133
Current portion of debt	<u>10,791,282</u>	<u>-</u>	<u>10,791,282</u>
Total current liabilities	<u>12,197,884</u>	<u>-</u>	<u>12,197,884</u>
Expendable net position	23,839,386	52,510,573	76,349,959
Noncurrent Items:			
Non-depreciable capital assets	4,508,997	-	4,508,997
Depreciable capital assets, net	217,800,661	-	217,800,661
Deferred outflow	769,901	-	769,901
Net pension liability	(709,887)	-	(709,887)
Compensated absences	(204,931)	-	(204,931)
Total other post-employment liability	(5,818,862)	-	(5,818,862)
Non-current portion of debt	(130,308,264)	-	(130,308,264)
Deferred inflow	<u>(1,093,544)</u>	<u>-</u>	<u>(1,093,544)</u>
Total net position	<u>\$ 108,783,457</u>	<u>\$ 52,510,573</u>	<u>\$ 161,294,030</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL - WASTEWATER FUND (NON-GAAP)
FOR THE PERIOD ENDED DECEMBER 31, 2019 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>December 31, 2019</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2019</u>	<u>December 31, 2018</u>
Revenues:							
User charges	\$ 23,813,772	\$ 24,784,788	\$ 12,918,441	\$ (11,866,347)	52%	\$ 28,510,502	\$ 12,629,181
ARRA interest subsidy	63,550	63,550	31,775	(31,775)	50%	92,726	46,264
Special assessments	-	-	-	-	na	106,146	-
Investment earnings	75,000	75,000	200,253	125,253	267%	290,021	123,207
Restricted intergovernmental	-	226,649	82,124	(144,525)	36%	288,260	-
Other	267,400	267,400	142,542	(124,858)	53%	367,793	118,618
Total revenues	<u>24,219,722</u>	<u>25,417,387</u>	<u>13,375,135</u>	<u>(12,042,252)</u>	53%	<u>29,655,448</u>	<u>12,917,270</u>
Expenditures:							
Salaries	2,983,766	3,155,553	1,411,000	1,744,553	45%	2,749,336	1,477,218
Fringe benefits	1,304,300	1,359,162	636,013	723,149	47%	1,163,007	593,494
Operating expenditures	4,114,151	4,494,286	2,221,712	2,272,574	49%	4,769,594	2,494,784
Repairs and maintenance	1,935,000	1,846,155	771,393	1,074,762	42%	1,636,061	873,746
Capital outlay	3,516,915	6,817,164	2,700,527	4,116,637	40%	3,265,498	1,486,197
Debt Service:							
Principal	10,366,460	10,499,229	792,929	9,706,300	8%	10,014,489	802,910
Interest	3,323,858	3,993,824	1,660,448	2,333,376	42%	3,688,908	1,849,278
Total expenditures	<u>27,544,450</u>	<u>32,165,373</u>	<u>10,194,022</u>	<u>21,971,351</u>	31.7%	<u>27,286,893</u>	<u>9,577,627</u>
Revenues over (under) expenditures	(3,324,728)	(6,747,986)	3,181,113	9,929,099	-47%	2,368,555	3,339,643
Other Financing Sources (Uses):							
Issuance of long-term debt	-	15,336,000	15,336,000	-	100%	-	-
Premiums on bonds issued	-	163,155	163,155	-	100%	-	-
Payments to escrow agent for refunded bonds	-	(15,382,482)	(15,382,482)	-	100%	-	-
Transfer to wastewater capital project	(750,000)	(1,220,687)	(1,220,687)	-	100%	(1,075,558)	(325,558)
Transfer from wastewater capital project	904,000	904,000	-	(904,000)	0%	1,858,584	375,000
Appropriated net position	3,170,728	6,948,000	-	(6,948,000)	0%	-	-
Total other fin. sources (uses)	<u>3,324,728</u>	<u>6,747,986</u>	<u>(1,104,014)</u>	<u>(7,852,000)</u>	<u>-16%</u>	<u>783,026</u>	<u>49,442</u>
Revenues and other financing sources over (under) expenditures and other financing uses	\$ -	\$ -	\$ 2,077,099	\$ 2,077,099		\$ 3,151,581	\$ 3,389,085

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
WASTEWATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED DECEMBER 31, 2019**

	Project Budget	Actual		Total to Date
		Prior Years	Current Year	
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	106,020	148,462	10,258	158,720
Investment earnings-debt proceeds	-	-	59,258	59,258
West Brunswick Regional WWTP Southport Contribution	2,630,000	-	-	-
Total revenues	<u>3,489,392</u>	<u>854,302</u>	<u>69,516</u>	<u>923,818</u>
Expenditures:				
NCDOT Hwy 211 Expansion	122,182	122,181	-	122,181
WBRWWTF Expansion Southport	2,630,000	1,037,975	-	1,037,975
NEBRWWTP Expansion	45,714,971	1,324,722	236,080	1,560,802
NEBRWWTP East Transmission Main	3,616,997	4,122	277,006	281,128
NEBRWWTP West Transmission Main	2,891,839	-	376,255	376,255
Total expenditures	<u>54,975,989</u>	<u>2,489,000</u>	<u>889,341</u>	<u>3,378,341</u>
Revenues over (under) expenditures	(51,486,597)	(1,634,698)	(819,825)	(2,454,523)
Other Financing Sources (Uses):				
Long term debt issued	44,980,000	-	44,980,000	44,980,000
Bond premium	7,243,807	-	7,243,806	7,243,806
Transfer from wastewater fund	5,454,888	4,234,205	1,220,687	5,454,892
Transfer to wastewater fund	(7,239,928)	(7,239,928)	-	(7,239,928)
Future capital projects	(3,132,766)	-	-	-
Appropriated fund balance	4,180,596	-	-	-
Total other financing sources (uses)	<u>51,486,597</u>	<u>(3,005,723)</u>	<u>53,444,493</u>	<u>50,438,770</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ (4,640,421)</u>	<u>\$ 52,624,668</u>	<u>\$ 47,984,247</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 DECEMBER 31, 2019 AND THE YEAR ENDED JUNE 30, 2019
 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR**

	<u>Budget</u>	<u>December 31, 2019</u>	<u>Variance Positive (Negative)</u>	<u>June 30, 2019</u>	<u>December 31, 2018</u>
Revenues:					
Charges for services	\$ -	\$ -	\$ -	\$ 1,098,200	\$ 549,100
Investment earnings	-	16,977	16,977	21,619	9,437
Total revenues	-	16,977	16,977	1,119,819	558,537
Expenditures:					
Premiums	415,674	164,655	251,019	47,755	785,083
Revenues over (under) expenditures	(415,674)	(147,678)	267,996	1,072,064	(226,546)
Other financing sources (uses):					
Appropriated net position	415,674	-	(415,674)	-	-
Increase (decrease) in net position	\$ -	(147,678)	\$ (147,678)	1,072,064	(226,546)
Net positon, beginning of year		2,049,988		977,924	977,924
Net positon, end of year		\$ 1,902,310		\$ 2,049,988	\$ 751,378

Cash and Investments

A Summary of Cash and Investments is presented on the Brunswick County Government website as of December 31, 2019. It reports that the County had \$238.2 million of unrestricted cash and investments in all funds including those accruing for outside agencies that the county performs collections plus \$97.4 million of capital project restricted cash from debt proceeds. All cash and investments are earning an average yield of 1.30%.

BRUNSWICK COUNTY
SUMMARY OF CASH AND INVESTMENTS
AS OF DECEMBER 31, 2019

	Purchase Date	Maturity Date	Book Value	Total Book Value	% of Portfolio	Yield
Unrestricted Cash and Investments						
Checking & Petty Cash						
Petty Cash			\$ 6,200			0.00%
BB&T			<u>152,260,562</u>			1.00%
Total Checking & Petty Cash				\$ 152,266,762	45%	
Money Markets / Savings						
SunTrust Money Market			<u>5,049,480</u>			0.75%
Total Money Markets / Savings				\$ 5,049,480	2%	
Certificates of Deposit / CDARS						
First Bank	3/28/19	3/28/20	<u>20,616,237</u>			2.35%
Total Certificates of Deposit / CDARS				\$ 20,616,237	6%	
NC Capital Management Trust - Government Portfolio						
				\$ 56,847,405	17%	1.49%
NC Capital Management Trust - Term Portfolio						
				<u>\$ 3,454,956</u>	1%	1.72%
Total Unrestricted Cash and Investments				\$ 238,234,840		
Restricted Cash and Investments						
Bond Proceeds & Debt Reserve Fund						
NC Capital Management Trust-Government Portfolio			\$ 95,798,026		29%	1.49%
BB&T General Fund Restricted						
Restricted for Revaluation			214,566		0%	0.00%
Restricted for Holden Beach Debt			1,396,200		0%	0.00%
Total Restricted Cash and Investments				\$ 97,408,792		
Grand Total All Cash and Investments				\$ 335,643,632	100%	1.30%

Cash Balances:

General Fund	\$ 120,877,952
County Capital Reserve Fund	28,371,787
School Capital Projects Fund	10,270,705
Water Fund	32,960,315
Water Capital Reserve Fund	7,286,372
Wastewater Fund	23,971,176
Wastewater Capital Reserve Fund	3,533,327

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 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ANNUAL BUDGET 2019-20	ACTUAL 2019-20	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	758,897	546,345	305,329	377,089	414,438		297,635	-21%	
Aug	471,098	438,769	324,296	420,293	345,102		270,439	-36%	
Sept	399,058	870,663	262,164	419,816	269,452		205,209	-51%	
Oct	410,936	267,307	208,607	207,830	315,241		168,570	-19%	
Nov	213,082	204,432	207,774	235,025	244,032		268,715	14%	
Dec	300,926	391,210	46,595	203,220	412,058		190,359	-6%	
Jan	376,046	381,705	305,760	189,817	214,920				
Feb	347,468	301,199	427,181	337,199	258,244				
Mar	324,430	362,693	370,146	378,028	288,344				
Apr	247,162	278,448	296,216	307,480	155,194				
May	322,131	248,619	260,659	218,586	135,962				
June	235,646	207,251	490,189	257,695	167,843				
Total	4,406,880	4,498,641	3,504,916	3,552,078	3,220,830	2,300,000	1,400,927		61%

CURRENT YEAR AD VALOREM TAX REVENUE									
Month	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ANNUAL BUDGET 2019-20	ACTUAL 2019-20	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	91,495	102,981	141,121	5,141,356	7,655,126		8,464,387	11%	
Aug	12,444,754	12,440,150	15,853,299	14,003,220	13,213,303		15,145,908	15%	
Sept	7,147,245	7,799,492	6,433,818	6,763,894	5,259,838		7,225,241	37%	
Oct	9,419,597	9,641,217	9,896,672	17,631,294	10,487,256		12,078,923	15%	
Nov	19,462,971	21,420,290	23,944,507	17,678,530	28,069,669		30,675,338	9%	
Dec	26,197,571	33,684,730	24,416,021	20,728,131	19,916,780		28,966,741	45%	
Jan	23,411,002	15,517,607	23,377,586	26,045,100	26,931,609				
Feb	1,880,768	1,937,509	2,086,134	2,100,604	2,490,412				
Mar	931,336	811,691	957,399	928,997	1,078,484				
Apr	633,707	496,119	466,309	533,520	572,320				
May	363,995	326,905	341,102	588,170	331,238				
June	502,170	278,132	560,206	396,426	261,232				
Total	102,486,610	104,456,823	108,474,174	112,539,242	116,267,267	127,816,466	102,556,538		80%

CURRENT YEAR MOTOR VEHICLE TAX REVENUE									
Month	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ANNUAL BUDGET 2019-20	ACTUAL 2019-20	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	1,329	327	506	-	-		-	N/A	
Aug	443,434	504,052	603,352	611,857	671,914		735,512	9%	
Sept	448,554	486,317	657,269	652,753	723,623		697,838	-4%	
Oct	438,527	464,133	579,331	542,846	448,121		540,459	21%	
Nov	427,930	543,146	507,568	544,226	666,358		707,908	6%	
Dec	369,797	383,693	471,246	499,198	576,498		706,266	23%	
Jan	390,589	452,656	464,226	501,030	543,041				
Feb	387,576	477,267	523,460	557,142	685,653				
Mar	348,382	465,452	485,610	572,728	600,556				
Apr	476,849	560,194	654,797	631,825	665,643				
May	472,594	575,935	550,623	624,293	676,850				
June	912,555	1,117,769	1,223,355	1,286,771	1,419,689				
Total	5,118,117	6,030,941	6,721,343	7,024,669	7,677,946	7,275,000	3,387,983		47%

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

ARTICLE 39 SALES TAX REVENUE 1% (POINT OF DELIVERY) (100000-323100)									
Month	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	927,776	969,548	986,394	1,049,718	1,252,130		1,373,725	10%	
Aug	1,090,562	1,093,465	1,224,865	1,289,737	1,329,792		1,425,459	7%	
Sept	877,367	938,050	952,042	978,445	938,675		1,173,168	25%	
Oct	654,852	596,241	752,088	864,937	680,715		734,132	8%	
Nov	628,065	604,948	635,873	767,798	871,829				
Dec	549,081	561,448	626,293	698,356	576,321				
Jan	527,514	585,079	436,031	558,342	775,353				
Feb	484,029	497,550	613,865	613,581	755,861				
Mar	377,571	603,870	588,222	547,868	746,104				
Apr	668,922	742,268	815,552	800,559	917,784				
May	708,546	756,471	837,814	794,102	966,306				
June	759,421	778,076	833,600	910,785	1,041,564				
Total	8,253,706	8,727,014	9,302,639	9,874,229	10,852,434	10,507,770	4,706,484		45%
ARTICLE 40 SALES TAX REVENUE 1/2% (PER CAPITA) 30% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE (100000-323201,323202)									
Month	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	539,117	564,929	594,375	631,075	703,995		750,371	7%	
Aug	481,408	541,745	517,985	596,047	601,502		712,368	18%	
Sept	496,279	502,456	577,305	597,606	646,891		734,652	14%	
Oct	469,753	514,691	551,928	614,008	639,392		704,618	10%	
Nov	494,179	481,606	544,444	562,350	635,351				
Dec	479,879	509,491	583,254	636,108	692,311				
Jan	583,174	619,735	667,322	699,734	736,094				
Feb	447,406	444,943	477,316	527,845	561,192				
Mar	434,593	466,949	512,277	512,954	577,546				
Apr	457,599	564,837	625,842	658,044	749,898				
May	488,986	560,378	588,735	607,640	697,346				
June	526,413	547,458	550,848	660,846	722,096				
Total	5,898,786	6,319,219	6,791,631	7,304,257	7,963,614	7,943,242	2,902,009		37%
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	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	581,833	609,693	631,292	673,530	789,002		860,370	9%	
Aug	634,883	657,139	711,398	766,949	788,633		868,474	10%	
Sept	547,394	576,690	610,962	631,968	632,656		767,824	21%	
Oct	441,243	430,066	514,766	588,455	517,955		565,888	9%	
Nov	436,317	423,295	464,016	527,365	599,197				
Dec	397,148	412,136	471,285	522,056	488,465				
Jan	420,617	459,158	415,344	482,885	591,453				
Feb	356,907	363,409	430,959	448,839	522,450				
Mar	305,250	417,515	430,745	414,149	525,003				
Apr	442,236	512,728	569,042	575,072	658,475				
May	469,765	515,232	566,462	554,566	661,360				
June	504,945	519,548	551,091	622,799	701,865				
Total	5,538,538	5,896,609	6,367,362	6,808,632	7,476,514	7,314,286	3,062,556		42%

Note: Sales Taxes are 2 months behind in reporting.

**County of Brunswick
Water Fund Revenues**

WATER RETAIL SALES REVENUE (617110-371316)									
Month	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		BUDGET
July	472,746	467,682	474,405	469,373	505,818		591,725	17%	
Aug	504,895	533,018	585,205	598,346	550,056		600,391	9%	
Sept	412,334	506,507	552,130	509,091	483,455		557,746	15%	
Oct	384,997	419,248	455,542	436,731	468,436		505,182	8%	
Nov	346,005	353,122	356,558	400,272	395,448		547,927	39%	
Dec	315,884	357,715	358,875	401,470	360,250		562,220	56%	
Jan	287,734	289,804	326,617	330,727	345,037				
Feb	295,333	318,297	322,884	424,539	344,991				
Mar	280,290	307,249	318,405	338,275	368,390				
Apr	293,877	302,211	317,943	323,228	295,003				
May	341,737	379,472	407,205	404,362	397,617				
June	396,615	448,286	481,962	458,544	576,215				
Total	4,332,447	4,682,610	4,957,731	5,094,958	5,090,716	5,270,660	3,365,191		64%

IRRIGATION REVENUE (617110-371319)									
Month	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		BUDGET
July	266,584	242,180	274,655	303,891	272,157		499,622	84%	
Aug	297,464	328,242	391,161	364,814	318,911		553,720	74%	
Sept	203,919	378,978	402,057	341,474	241,677		540,455	124%	
Oct	195,247	281,554	312,823	245,944	316,475		468,263	48%	
Nov	160,249	159,040	170,875	230,786	171,308		480,292	180%	
Dec	111,853	92,834	79,215	194,433	137,776		288,809	110%	
Jan	31,659	30,866	53,423	75,964	44,935				
Feb	10,667	17,443	17,281	42,193	12,900				
Mar	8,336	10,977	23,304	26,984	10,834				
Apr	12,325	20,209	33,613	25,042	20,209				
May	47,160	91,362	111,147	80,405	91,368				
June	99,971	255,276	294,456	171,484	547,092				
Total	1,445,433	1,908,962	2,164,010	2,103,414	2,185,642	2,214,000	2,831,161		128%

WATER WHOLESALE REVENUE (617110-371317)									
Month	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		BUDGET
July	645,432	571,447	549,891	502,369	648,595		706,223	9%	
Aug	610,893	726,527	662,991	739,238	657,834		829,608	26%	
Sept	597,231	571,125	593,390	580,350	714,447		714,837	0%	
Oct	369,057	419,668	467,518	439,291	391,422		624,590	60%	
Nov	382,248	372,683	315,869	468,542	452,905		597,115	32%	
Dec	298,588	278,846	329,525	415,210	401,300		420,180	5%	
Jan	308,352	271,780	271,848	461,637	300,896				
Feb	240,348	243,372	293,671	254,055	329,861				
Mar	291,032	258,696	257,119	297,083	304,562				
Apr	253,284	298,786	315,449	374,571	356,824				
May	330,963	347,571	381,741	399,036	442,050				
June	373,695	423,069	723,529	625,328	794,773				
Total	4,701,123	4,783,570	5,162,541	5,556,710	5,795,469	5,850,000	3,892,553		67%

**County of Brunswick
Water Fund Revenues**

WATER INDUSTRIAL REVENUE (617110-371318)									
Month	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	245,698	206,044	193,363	171,810	220,490		189,253	-14%	
Aug	241,408	198,496	176,628	242,014	216,454		206,096	-5%	
Sept	287,677	223,590	177,912	227,218	234,523		206,417	-12%	
Oct	226,273	183,414	141,672	208,907	112,229		184,682	65%	
Nov	225,491	153,158	153,071	213,605	190,551		215,263	13%	
Dec	220,541	126,460	140,427	181,314	194,601		133,730	-31%	
Jan	221,210	199,431	156,917	209,780	129,208				
Feb	148,278	177,624	144,230	145,744	169,457				
Mar	192,828	194,456	163,680	162,151	160,850				
Apr	169,595	179,557	153,967	200,376	138,655				
May	172,665	173,827	125,676	182,242	171,195				
June	141,691	173,052	126,581	250,422	166,681				
Total	2,493,355	2,189,109	1,854,124	2,395,583	2,104,894	2,200,000	1,135,441		52%

WATER BASE SERVICE CHARGE REVENUE (617110-371308)									
Month	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	403,355	451,901	470,153	487,562	504,765		525,317	4%	
Aug	440,343	451,462	475,932	489,608	507,711		524,696	3%	
Sept	440,074	453,419	476,892	490,840	508,083		526,261	4%	
Oct	442,108	454,580	476,516	493,066	512,632		528,995	3%	
Nov	442,353	455,559	475,832	494,282	512,064		526,349	3%	
Dec	443,726	464,316	477,375	495,252	513,738		529,100	3%	
Jan	445,019	463,597	480,043	496,679	514,422				
Feb	445,701	465,506	481,021	498,450	515,996				
Mar	446,642	468,084	483,538	501,888	517,084				
Apr	448,227	469,366	482,955	500,982	518,320				
May	449,771	469,402	485,236	505,223	521,211				
June	498,348	490,097	506,112	522,511	542,329				
Total	5,345,667	5,557,289	5,771,605	5,976,343	6,188,355	6,321,600	3,160,718		50%

WATER TAPS AND CONNECTION REVENUE (617180-371305)									
Month	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	70,982	88,015	79,919	83,631	98,990		92,524	-7%	
Aug	54,383	63,122	73,809	104,621	97,268		83,810	-14%	
Sept	55,302	79,297	69,412	81,193	43,844		82,803	89%	
Oct	53,756	60,271	60,061	91,599	86,568		94,890	10%	
Nov	42,257	57,337	77,525	99,482	73,282		73,114	0%	
Dec	56,457	50,315	59,843	54,196	61,096		83,464	37%	
Jan	53,973	68,391	63,308	74,470	88,359				
Feb	55,395	58,684	88,268	65,659	111,682				
Mar	62,467	61,178	89,333	143,953	103,540				
Apr	66,169	88,286	76,900	79,001	120,681				
May	87,408	62,668	86,057	97,222	105,635				
June	57,354	89,289	88,308	88,973	106,785				
Total	715,903	826,853	912,743	1,064,000	1,097,730	850,000	510,605		60%

**County of Brunswick
Water Fund Revenues**

WATER CAPITAL RECOVERY REVENUE (619100-371404)									
Month	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	75,945	175,282	82,430	82,749	167,036		121,501	-27%	
Aug	61,056	107,350	87,643	120,522	155,663		85,320	-45%	
Sept	56,609	80,372	137,586	114,051	45,363		85,192	88%	
Oct	35,619	100,031	53,152	83,126	89,233		187,338	110%	
Nov	90,854	80,907	89,642	128,155	84,568		81,404	-4%	
Dec	71,145	67,996	49,323	40,491	65,826		98,693	50%	
Jan	77,802	68,194	53,168	70,156	80,237				
Feb	78,674	83,303	80,368	43,033	108,298				
Mar	75,081	55,590	83,957	142,979	126,088				
Apr	86,006	103,546	191,678	78,156	136,336				
May	106,117	72,757	110,980	93,189	108,079				
June	65,310	131,407	89,349	111,500	112,809				
Total	880,218	1,126,735	1,109,276	1,108,107	1,279,536	688,000	659,448		96%

WATER TRANSMISSION LINE REVENUE (619800-371309)									
Month	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	27,391	42,850	29,279	34,402	55,946		39,806	-29%	
Aug	26,404	35,126	24,946	42,390	39,850		31,354	-21%	
Sept	23,378	27,267	31,882	42,063	18,567		31,475	70%	
Oct	20,420	24,152	26,858	33,713	35,876		65,131	82%	
Nov	36,383	26,653	37,187	52,512	32,990		29,678	-10%	
Dec	28,184	22,399	25,429	23,427	25,114		36,150	44%	
Jan	28,812	28,002	25,978	28,493	36,370				
Feb	30,550	25,571	35,550	24,480	44,692				
Mar	23,460	21,952	36,122	53,897	41,813				
Apr	24,169	34,849	28,496	33,669	50,545				
May	35,214	21,459	30,911	35,926	38,462				
June	27,254	48,349	29,625	40,209	40,830				
Total	331,619	358,629	362,263	445,181	461,055	232,000	233,594		101%

**County of Brunswick
Wastewater Fund Revenues**

WASTEWATER RETAIL SALES REVENUE (627210-371405)									
Month	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		BUDGET
July	707,249	735,074	791,640	805,054	872,549		1,033,355	18%	
Aug	733,867	779,627	874,819	933,343	918,675		1,063,547	16%	
Sept	693,713	772,094	837,178	835,710	889,327		1,038,172	17%	
Oct	673,713	706,281	773,191	813,375	848,410		1,016,846	20%	
Nov	662,220	686,159	735,391	792,739	834,354		1,120,192	34%	
Dec	649,668	724,587	753,597	801,946	827,199		840,069	2%	
Jan	648,827	700,776	739,484	778,549	823,964				
Feb	651,892	705,035	740,280	835,392	825,743				
Mar	640,679	712,260	747,301	776,766	823,196				
Apr	652,947	708,854	744,239	786,370	825,562				
May	678,940	737,235	765,249	826,002	940,447				
June	709,781	868,150	834,436	905,605	1,157,941				
Total	8,103,496	8,836,132	9,336,805	9,890,851	10,587,367	11,647,794	6,112,181		52%

WASTEWATER TAPS & CONNECTIONS REVENUE (627220-371402)									
Month	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		BUDGET
July	88,000	114,000	76,350	108,000	216,000		227,406	5%	
Aug	93,000	97,000	152,000	133,000	202,100		158,000	-22%	
Sept	100,000	73,000	84,450	95,750	80,000		133,000	66%	
Oct	84,000	57,000	95,775	185,275	156,000		221,000	42%	
Nov	101,550	104,000	136,000	210,480	92,000		104,575	14%	
Dec	69,000	80,000	109,000	84,000	131,900		252,000	91%	
Jan	84,000	108,400	117,775	113,840	209,000				
Feb	172,000	119,375	164,450	97,250	121,000				
Mar	80,000	100,000	103,050	276,486	205,000				
Apr	88,000	134,320	104,000	168,614	156,000				
May	126,990	69,000	110,545	140,000	218,658				
June	132,700	82,625	189,500	132,000	224,000				
Total	1,219,240	1,138,720	1,442,895	1,744,695	2,011,658	-	1,095,981		#DIV/0!

WASTEWATER CAPITAL RECOVERY REVENUE (629100-371404)									
Month	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		BUDGET
July	94,139	454,950	185,127	219,750	452,432		262,301	-42%	
Aug	153,639	240,374	131,836	402,208	287,165		242,580	-16%	
Sept	130,597	132,623	183,719	337,302	120,331		206,331	71%	
Oct	157,250	156,607	205,927	268,123	269,318		548,140	104%	
Nov	162,973	125,525	270,061	392,249	125,062		226,861	81%	
Dec	122,639	94,524	154,451	186,084	173,249		261,012	51%	
Jan	153,833	172,304	196,396	218,124	289,652				
Feb	168,764	150,635	214,802	134,813	320,135				
Mar	115,639	139,552	233,802	411,900	296,269				
Apr	105,250	218,469	210,136	271,541	355,535				
May	201,306	246,595	205,427	313,000	274,019				
June	93,309	337,635	214,635	259,250	276,101				
Total	1,659,338	2,469,793	2,406,319	3,414,344	3,239,268	600,000	1,747,225		291%

**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
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	24,714	106,434	60,709	69,520	149,044		86,684	-42%	
Aug	47,884	74,794	44,611	104,289	90,413		73,566	-19%	
Sept	42,534	50,210	59,236	107,773	39,518		64,381	63%	
Oct	51,087	50,872	66,644	75,363	86,302		180,566	109%	
Nov	79,326	44,845	83,049	122,632	39,649		74,453	88%	
Dec	38,881	31,511	47,819	52,692	54,696		91,528	67%	
Jan	51,281	54,659	67,463	68,707	95,136				
Feb	56,259	44,213	68,932	49,027	104,837				
Mar	33,217	44,521	77,931	133,296	97,992				
Apr	30,753	70,828	61,376	83,511	121,059				
May	63,105	49,882	61,474	98,665	91,916				
June	35,773	109,443	68,211	78,581	88,282				
Total	554,814	732,212	767,455	1,044,056	1,058,844	200,000	571,178		286%

**County of Brunswick
Water and Wastewater Number of Customers**

NUMBER OF WATER RETAIL CUSTOMERS							
Month	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	Change
July	36,146	37,165	38,912	40,199	41,676	42,979	45
Aug	36,272	37,303	39,036	40,345	41,855	43,169	190
Sept	36,379	37,398	39,155	40,518	41,896	43,258	89
Oct	36,431	37,418	39,238	40,581	41,973	43,338	80
Nov	36,524	38,133	39,338	40,758	42,186	43,460	122
Dec	36,607	38,209	39,466	40,908	42,291		
Jan	36,679	38,318	39,573	40,982	42,379		
Feb	36,737	38,415	39,690	41,094	42,466		
Mar	36,828	38,448	39,736	41,248	42,481		
Apr	36,910	38,587	39,894	41,365	42,647		
May	37,046	38,704	39,998	41,402	42,725		
June	37,112	38,760	40,101	41,557	42,934		
Average	36,639	38,072	39,511	40,913	42,292	43,241	526

NUMBER OF WASTEWATER RETAIL CUSTOMERS							
Month	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	Change
July	13,855	14,556	15,862	16,695	17,861	18,822	6
Aug	14,009	14,632	15,878	16,758	17,925	18,930	108
Sept	14,036	14,682	15,940	16,908	18,011	19,004	74
Oct	14,092	14,708	16,014	17,017	18,023	19,040	36
Nov	14,143	15,269	16,070	17,026	18,083	19,157	117
Dec	14,192	15,357	16,157	17,193	18,145		
Jan	14,237	15,382	16,235	17,241	18,206		
Feb	14,325	15,460	16,295	17,300	18,331		
Mar	14,378	15,498	16,371	17,471	18,449		
Apr	14,450	15,593	16,506	17,549	18,681		
May	14,468	15,651	16,537	17,675	18,741		
June	14,514	15,847	16,579	17,719	18,816		
Average	14,225	15,220	16,204	17,213	18,273	18,991	341



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

Action Item # V. - 16.

From:

Andrea White

Governing Body - Regular Meeting Schedule FY 2020-2021

Issue/Action Requested:

Request that the Board of Commissioners adopt the Regular Meeting schedule for FY 2020-2021.

Background/Purpose of Request:

Staff recommends that the Board consider approving the Regular Meeting Schedule for FY 2020-2021. The schedule does not include a meeting on July 20, 2020 due to the Commissioners attendance at the NACo Annual Conference, and January 4, 2021 due to the preparation time falling within the Christmas and New Year's Day holidays.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners adopt the Regular Meeting schedule for FY 2020-2021.

ATTACHMENTS:

Description

- 2020-01-21 Resolution Establishing FY 2020-21 Regular Meeting Schedule

County of Brunswick
Office of the County Commissioners



**RESOLUTION OF THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS
ESTABLISHING THE FY 2020-2021 REGULAR MEETING SCHEDULE**

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

NOW, THEREFORE, BE IT RESOLVED that the Brunswick County Board of Commissioners' establishes the FY 2020-2021 meeting schedule to include one Regular meeting to occur the first Monday of each month at 3:00 p.m. and one Regular meeting to occur the third Monday of each month at 6:00 p.m., excluding holidays as shown below, and that such meetings will be held in the David R. Sandifer County Administration Building, 30 Government Center Drive NE, Bolivia, NC, in the County Commissioners' Chambers. Special meetings will be scheduled as needed.

REGULAR MEETING SCHEDULE

July 6, 2020 at 3:00 p.m.	January 19, 2021 at 6:00 p.m.
August 3, 2020 at 3:00 p.m.	February 1, 2021 at 3:00 p.m.
August 17, 2020 at 6:00 p.m.	February 15, 2021 at 6:00 p.m.
September 8, 2020 at 3:00 p.m.	March 1, 2021 at 3:00 p.m.
September 21, 2020 at 6:00 p.m.	March 15, 2021 at 6:00 p.m.
October 5, 2020 at 3:00 p.m.	April 5, 2021 at 3:00 p.m.
October 19, 2020 at 6:00 p.m.	April 19, 2021 at 6:00 p.m.
November 2, 2020 at 3:00 p.m.	May 3, 2021 at 3:00 p.m.
November 16, 2020 at 6:00 p.m.	May 17, 2021 at 6:00 p.m.
December 7, 2020 at 3:00 p.m.	June 7, 2021 at 3:00 p.m.
December 21, 2020 at 6:00 p.m.	June 21, 2021 at 6:00 p.m.

Adopted this the 21st day of January, 2020.

Frank Williams, Chairman
Brunswick County Board of Commissioners

ATTEST:

Andrea White
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

Action Item # V. - 17.

From:
Stephanie Lewis, Operation Services
Director

Operation Services - Debris Management Plan Update

Issue/Action Requested:

Request that the Board of Commissioners approve the updated Disaster Debris Plan for Brunswick County.

Background/Purpose of Request:

Brunswick County's Disaster Debris Plan is a document recommended by the Federal Emergency Management Agency (FEMA) for obtaining reimbursement after disaster events. A disaster debris management plan may better position a FEMA applicant for a Public Assistance grant. This update includes listing our current disaster debris contractors, our pre-identified temporary debris management sites and public information officer. Minor changes to this plan may be needed at the time a disaster occurs in order to meet FEMA or state requirements; these changes will be approved by the Operation Services Director and later ratified by the Board of Commissioners.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the updated Disaster Debris Plan for Brunswick County.

ATTACHMENTS:

Description

- Debris Management Plan

Brunswick County North Carolina DEBRIS MANAGEMENT PLAN



January 2020

Approved: _____ Date: _____
Chairman, Brunswick County
Board of Commissioners

**Brunswick County North Carolina
DEBRIS MANAGEMENT PLAN
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- Appendix C: Debris Estimation Charts
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- Appendix E: TDM Site Preparation Check List
- Appendix F: Existing Landfills (Servicing County)
- Appendix G: Table of Pre-Identified TDSR Sites
- Appendix H: Emergency Disposal of Debris Resulting from Natural Disasters
- Appendix I: Guidelines for Open Burning of Natural Disaster Debris
- Appendix J: Eligibility of Curbside Pick-Up (Job Aid)
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- Appendix Q: Daily Haul Record/Load Ticket
- Appendix R: Municipality Solid Waste Point of Contacts
- Appendix S: Public Information Officer Media Contacts
- Appendix T: Pre-Scripted Information for Public Dissimulation
- Appendix U: Safety Standards and Requirements
- Appendix V: Debris Management Center Organization
- Appendix W: Pre-Qualified Contractors

References:

- FEMA 9500 Series Policy
- FEMA Debris Management Guide 325
- FEMA Public Assistance Guide 322
- FEMA Policy Digest 321
- FEMA 44Code of Federal Regulations [(CFR) 13.36 dated 5-23-06]

Brunswick County Debris Management Plan

I. STAFF ROLES AND RESPONSIBILITIES

A. Staffing Organizational Chart

Brunswick County is responsible for developing a debris management plan, selecting a debris manager, and selecting a debris management staff. The debris management task force (DMTF) is explained in Appendix V.

B. Staff Development Roles & Responsibilities

The Brunswick County Emergency Services Director shall have the duty of coordinating overall emergency services for the county during emergency and non-emergency periods, as well as coordinating the planning and preparedness activities of the county government for the purpose of disasters. It is the intent of the county to vest in the Emergency Services Director the fullest authority assignable by statute to coordinate the disaster plans and operations for the county. All employees of all departments, commissions, boards, institutions and other agencies of the county, designated as civil emergency forces shall cooperate with the Emergency Services Director in formulation and maintenance of the county emergency operations plans.

The county's Debris Management Task Force (DMTF) shall be comprised of representatives of various county departments and collectively will be responsible for the development of the county debris management plan with individual responsibilities to include, but not limited to the following:

1. Administration

Function: The administrative section responsibilities include, but are not limited to: housekeeping, supplies, equipment, funding, and accounting. In that, the administrative section will serve as the reimbursement coordinator and will provide for the collection and compilation of all labor, equipment hours, materials, supplies, and related expenditures concerning disaster debris recovery.

2. Contracting and Procurement

Function: The contracting and procurement section responsibilities include, but are not limited to: bidding requirements, forms, advertisements for bids, instructions to bidders, and contract development.

3. Legal

Function: The legal section responsibilities include, but are not limited to: contract review, right of entry permits, community liability, condemnation of buildings, and land acquisition

for temporary staging and reduction sites, land acquisition for disposal sites, researching orphaned/private roads and insurance.

4. Solid Waste

Function: The Solid Waste Department Operations section responsibilities include, but are not limited to: contract resources and project management of the debris removal function.

5. Building Inspection

Function: The building inspection section responsibilities include, but are not limited to: detailed damage assessment, identification of project tasks, assignments of tasks, preparation of estimates, plans, specifications, and recommendation of contract award.

6. Public Information Officer

Function: The public information office responsibilities will include, but are not limited to: coordination of press releases, contacts with local organizations, individuals, and media. The responsibilities also include public notices for debris removal and disposal contracts. The PIO will develop a proactive information management plan which will emphasize the actions the public can perform to expedite the clean-up process.

C. Emergency Communications Plan

Brunswick County Emergency Operations Center (EOC) maintains redundancy in communications systems. Communications Systems that are currently maintained include: webEOC, 800 / 700 MHz, satellite phones, cellular phones, and AT&T landline telephone communications system.

D. Health and Safety Plan/Procedures

The county complies with all NC Department of Environmental Quality (NCDEQ) requirements to maintain and ensure the highest quality of health and safety standards for its residents.

E. Training Schedule

The DMTF coordinates all training requirements with appropriate State and Federal agencies responsible for disaster response and recovery operations. The staff will be assigned the task of:

1. Assembling to develop a Debris Management Plan.
2. Developing an analysis and debris management capability
3. Discouraging development in hazardous zones.
4. Developing public information and education programs.
5. Training personnel in debris management techniques.
6. Maintaining pre-disaster maps, blueprints, photos and other documents.
7. Making a list of critical facilities (streets, roads, and bridges).
8. Identifying non-government groups that could assist.

II. SITUATIONS AND ASSUMPTIONS

A. Design Disaster Event

MISSION

The Brunswick County Debris Management Plan provides a unified and coordinated approach by the county's staff and contractors to facilitate and coordinate the removal, collection, and disposal of debris following a disaster. It mitigates any potential threat to the health, safety, and welfare of the impacted citizens, expedites recovery efforts in the impacted area, and addresses any threat of significant damage to improved public or private property.

PURPOSE

- To provide organizational structure, guidance, and standardized procedures for clearance, removal, and disposal of debris caused by a major debris-generating event.
- To establish the most efficient and cost effective methods to resolve disaster debris removal and disposal issues.
- To expedite debris response efforts that will provide visible signs of recovery designed to mitigate the threat to health, safety, and the welfare of county residents.
- To coordinate partnerships through communications and pre-planning with local, State and Federal agencies involved with debris management responsibilities.
- To implement and coordinate private sector contacts to maximize cleanup efficiencies.

SITUATION

Natural and man-made disasters create a variety of debris which includes trees, sand, gravel, building/construction materials, vehicles, personal property, etc.

- The quantity and type of debris generated from any particular disaster is a function of the location and kind of event experienced, as well as its magnitude, duration, and intensity.
- The quantity and type of debris generated, its location, and the size of the area over which it is dispersed directly impacts the type of collection and disposal methods used to address the debris problem, associated costs incurred, and the speed with which the problem can be addressed.

- In a major disaster, the county may have difficulty in locating staff, equipment, and funds to devote to debris removal.
- Private contractors play a significant role in the debris removal, collection, reduction, and disposal process.
- The debris management program implemented by Brunswick County will be based on the waste management approach of reduction, reuse, reclamation, resource recovery, incineration, and landfilling.

ASSUMPTIONS

- A major natural disaster that requires the removal of debris from public or private lands and water could occur at any time.
- The amount of debris resulting from a major natural disaster will exceed the county's removal and disposal capabilities.
- The county will contract for additional resources to assist in the debris removal, reduction, and disposal process.
- The county will declare that a local state of disaster exists and request state and federal assistance.
- The Governor of North Carolina will declare a state of emergency that will authorize state resources to assist in the removal and disposal of debris. If the disaster exceeds both local and state resources, the governor will request a Presidential Disaster Declaration.
- The President will approve a Presidential Disaster Declaration that will authorize federal resources to assist in removal and disposal of debris.

ORGANIZATION AND CONCEPT OF OPERATIONS

Brunswick County's Solid Waste Department is responsible for the debris removal function. Brunswick County's Solid Waste Department will work in conjunction with designated support agencies to facilitate the debris clearance, collection, reduction, and disposal needs following a disaster. Brunswick County's Solid Waste Department will be responsible for removing debris from the public right-of-way. Only when pre-approved and it is deemed in the public interest will Brunswick County's Solid Waste Department remove debris from private property. Brunswick County's Solid Waste Department will stage equipment in strategic locations to protect the equipment from damage, preserve the decision maker's flexibility for employment of the equipment, and allow for the clearing crews to begin work immediately after the disaster. Because of the limited quantity of resources and service commitments following the disaster, the county may rely heavily on private contractors to remove, collect, manage and monitor debris. Using private contractors instead of government workers in debris removal activities has a number of benefits. This shifts the burden from the county to the private sector. By doing this, government personnel will have more time to devote to their regularly assigned duties.

Private contracting also stimulates local, regional, and state economies impacted by the storm. It also maximizes State and local governments' level of financial assistance from the Federal government. Private contracting allows the county to more closely tailor its contract services to its specific needs. The entire process (i.e., clearance, collection, transporting, reduction, and disposal, etc.) or segments of the process can be contracted out.

Brunswick County’s Solid Waste Department will also develop and maintain a list of approved contractors who have the capability to provide debris removal, collection, and disposal in a cost effective, expeditious, and environmentally sound manner following a disaster.

A. Forecasted Debris

1. Forecasted Types

To facilitate the debris management process, the debris will be segregated by type. It is recommended that the categories of debris established for recovery operations will be standardized. Debris removed will consist of two broad categories. These categories are clean wood debris and construction and demolition debris (C&D). Most common hurricane-generated debris will consist of 30% clean woody material and 70% C&D. Of the 70% mixed C&D it is estimated 42% will be burnable but will require sorting, 5% will be soil, 15% will be metals, and 38% landfilled.

2. Forecasted Estimated Debris Quantities:

ESTIMATING DEBRIS QUANTITIES

The formula for estimating debris quantity is: $Q=H(C)(V)(B)(S)$

H (Households) = Population/3 (3 persons per household)

C (Category of Storm) = Factor (See table below)

V (Vegetation Multiplier) = Factor (See table below)

B (Commercial Density Multiplier) = Factor (See table below)

S (Precipitation Multiplier) = Factor (See table below)

Hurricane Category	Value of “C” Factor
1	2 CY
2	8 CY
3	26 CY
4	50 CY
5	80 CY
Vegetative Cover	Value of “V” Multiplier
Light	1.1
Medium	1.3
Heavy	1.5
Commercial Density	Value of “B” Multiplier
Light	1.0

Medium	1.2
Heavy	1.3

Precipitation	Value of “S” Multiplier
None to Light	1.0
Medium to Heavy	1.3

Once the amount of debris has been estimated, the county will require temporary storage sites the size of which can be determined by taking the following factors into consideration:

1. The debris pile shall be stacked to a height of no more than 10 feet.
2. 60% usage of the land area will be devoted to roads, safety buffers, burn-pits, household hazardous waste, etc.
3. 10 foot stack height = 3.33 yards
4. 1 acre = 4,840 square yards (sy)
5. Total volume per acre = 4,840 sy/ac x 3.33y = 16,133 cy/ac.

Using the above assumptions, the estimate of total debris from any hurricane will be within 30% plus or minus of the actual amount of debris accumulated. The county has estimated that under an average scenario (a Category 3 hurricane, medium vegetation cover, medium commercial density, and medium to heavy precipitation) the amount of acres needed for a temporary landfill is 54.24 acres. The calculation (assuming a population of 30,000) is as follows:

$$Q = H(C)(V)(B)(S)$$

$$Q = 10,000 \times 26 \times 1.3 \times 1.2 \times 1.3$$

$$Q = 527,280 \text{ cy of debris.}$$

$$527,280 \text{ (cy of debris / 16,133 (cy/ac))} = 32.68 \text{ acres of debris.}$$

$$32.68 \text{ acres} \times 1.66 \text{ (60\% more area needed for roads, etc...) } = 54.24 \text{ acres.}$$

Note: To help visualize what 527,280cy of debris looks like, picture a building occupying 1 acre. 1,000,000 cy of debris would create a stack 62’ high on one acre. That building would be 32.67 feet high or approximately 3.26 stories high.

3. Forecasted Locations

- All unincorporated areas of Brunswick County (Population 55,000-58,000)
- Debris forecasted locations make the assumption that the population density in the county is no greater in any given rural unincorporated area than that of the most populous municipality.

III. DEBRIS COLLECTION PLAN

A. Priorities

Debris Collection Removal Priorities

The plan includes priorities for the clearance, collection, and disposal of the debris removal/collection process. This process will be initiated promptly and conducted in an orderly, effective manner in order to protect public health and safety following a major disaster or catastrophic event. To achieve this objective, the first priority will be the removal/collection of debris from key roads in order to provide access for emergency vehicles and resources into the impacted area. Removal/collection of debris from roadways, such as that from State and municipal roadways, as well as that of private subdivisions, will be the responsibility of that entity. However, the county reserves the right, in coordination with that entity, to remove/collect such roadway debris to allow for emergency vehicle access and for the protection of public health and safety. Key roads are prioritized and identified for debris removal/collection based on average daily traffic counts (AADT). The priority listing is as follows:

1. Roads with an average daily traffic count greater than 5,000 vehicles daily.
2. Roads with an average daily traffic count between 4,000 and 5,000 vehicles daily.
3. Roads with an average daily traffic count between 3,000 and 4,000 vehicles daily.
4. Roads with an average daily traffic count between 2,000 and 3,000 vehicles daily.
5. Roads with an average daily traffic count between 1,000 and 2,000 vehicles daily.
6. Roads with an average daily traffic count less than 1,000 vehicles daily.

Note: Emergency 9-1-1 calls will take priority of road clearing debris removal/collection crews and resources at all times to ensure access for emergency vehicles and resources into the impacted area to protect public health and safety following a major disaster or catastrophic event.

The need and demand for critical services is increased significantly following a disaster. Therefore, the second priority that debris removal resources will be assigned is providing access to critical facilities pre-identified by State and local governments. Critical facilities in the county have been identified as:

1. Progress Energy
2. Duke Energy
2. Sunny Point Military Ocean Terminal
3. Brunswick County Government Center
4. Doshier Memorial Hospital
5. Novant Hospital
6. South Brunswick High School – Used as Emergency Shelter
7. North Brunswick High School - Used as Emergency Shelter
8. West Brunswick High School – Used as Emergency Shelter
9. Water Treatment Plants
10. Sewer Stations

The third priority for the debris removal teams is the elimination of debris related threats to public health and safety. This will include such things as the repair, demolition, or barricading of heavily damaged and structurally unstable buildings that pose a danger to the public. Any actions taken to mitigate or eliminate the threat to the public health and safety must be closely coordinated with the owner or responsible party.

B. Response Operations

During the recovery phase the county will:

- Activate the debris management plan.
- Coordinate with DMTF.
- Begin documenting costs.
- Coordinate and track resources (public and private).
- Establish priorities regarding allocation and use of available resources.
- Identify and establish debris temporary storage and disposal sites (local, regional).
- Address any legal, environmental, and health issues relating to the debris removal process.
- Continue to keep the public informed through the Public Information Officer (PIO).

Emergency roadway debris removal will identify critical routes that are essential to emergency operations. Roadway debris removal involves the opening of arterial roads and collector streets by moving debris to the shoulders of the road. There will be no attempt to physically remove or dispose of the debris, only to clear key access routes. This will be done to expedite the following: movement of emergency vehicles, resumption of critical services, assessment of damage to key public facilities and utilities.

Work will be coordinated with local utility crews to ensure safety issues are addressed with regards to energized power lines and gas lines.

Debris that is moved or relocated, while performing clearing operations, will be placed as close as possible to the edge of the roadway.

C. Recovery Operations

During the recovery phase the county will continue to collect, store, reduce, dispose and monitor debris generated from the event in a cost-effective and environmentally responsible manner. Throughout this process documentation of costs will be made. Debris storage and reduction sites will be closed out by developing and implementing the necessary site restoration actions. The necessary audits of operation will be performed and a claim for Federal assistance will be submitted.

Immediate debris clearing actions should be supervised by county personnel. Requests for additional assistance and resources should be made to the State EOC through the Brunswick County EOC. Requests for Federal assistance will be requested through the State Coordinating Officer (SCO) to the FEMA Federal Coordinating Officer (FCO). Special crews equipped with chain saws may be required to cut up downed trees. This activity is hazardous and safety considerations are necessary to reduce the chance of injury and possible loss of life. When live electric lines are involved, work crews will coordinate with local utility companies to have power lines de-energized for safety reasons. Front-end loaders and dozers will be equipped with protective cabs. Driveway cutouts, fire hydrants, valves, and storm-water inlets will be left unobstructed. All personnel will wear proactive gear, such as hard hats, gloves, goggles, and safety shoes. The USDA Forest Service and other State and Federal land management agencies are equipped for fast responses to tornadoes, and hurricanes. Assistance would be requested

through the county EMD at the county's EOC and the request will be made to the State Coordinating Officer (SCO) to the FEMA Federal Coordinating Officer (FCO) according to standard procedures.

Brunswick County has been hit by several tropical storms and hurricanes. Each of these resulted in minor damages, while some resulted in major damages to the county and its infrastructure. The aftermath of the storms, and the cleanup associated with them has overwhelmed the county in the past. Because of this, Brunswick County has a primary and a secondary contract in place for both debris management and debris planning and support management which are listed in Appendix W. The contracts aid the county with debris removal, reduction, disposal and monitoring activities in the aftermath of a disaster, as well as provide all Brunswick County municipalities with the emergency resources necessary to mitigate a major disaster.

Provide field inspectors to monitor disaster debris collection contractors (cleanup crews) to ensure collection is provided in accordance with local and FEMA standards, including contractual provisions specified in the Activating Entity's disaster debris collection contract. Provide field inspectors at designated check points to check and verify information on debris removal and at Temporary Debris Management Sites (TDMS) located throughout the county. Provide preliminary assessment and documentation of the sites and assist in return of site to original conditions.

Collection Methods

A. Curbside Pick-Up (see Appendix J)

Debris may continue to accumulate as residents bring debris from their properties to public rights-of-way. Typically, this occurs in three stages:

- Stage 1: Woody Debris and yard waste moved to right-of-way.
- Stage 2: Household waste, such as damaged personal goods, moved to right-of-way.
- Stage 3: Construction and demolition materials removed by the homeowner prior to the receipt of insurance and individual assistance payments.

Residents should not mix garbage with debris. Debris deposited at the curbside must be disaster-related to be eligible for pickup and disposal by the applicant. Applicants should resume normal garbage pick-up schedules as soon as possible.

Construction and demolition materials from minor or major repairs or reconstruction by contractors should not be deposited at the curbside. Contractors should remove and deposit the debris at approved landfills.

Insurance proceeds usually cover the cost for demolition debris removal from private property. Only disaster-related debris removal costs not covered by insurance are eligible

for reimbursement. The county will watch for non-disaster related materials (bagged grass clippings, household garbage, automobile parts etc.).

When it becomes apparent that the debris being brought to the curb is not disaster-related, or is reconstruction debris, the Public Assistance Officer (PAO-FEMA) should negotiate with the State counterpart to set a realistic deadline and make sure the applicants have advance notice.

Note: Brunswick County's Solid Waste Department should evaluate this cut-off point first, and issue a notice to the public announcing the cut-off date.

For example, it is unrealistic to impose a deadline that takes effect 48 hours later. For large events, it is unrealistic to set deadlines immediately following the disaster. However, discussions with the State on the need to establish deadlines should begin early.

The time extension authority given to the State applies only to disaster-related debris. That authority does not apply to curbside pick-up of non-disaster debris, or to reconstruction debris.

B. Public Right-of Way Debris Removal and Disposal

The initial roadside piles of debris may become the dumping location for additional yard waste and other storm-generated debris, such as construction material, personal property, trash, white metals, and chemicals. This phase will consist of removing and subsequent disposal of the debris accumulated during the previous phase and continued debris operations.

The debris manager may develop an independent team using the local and State personnel to monitor the removal activities. The debris manager may conduct daily update briefings to ensure that all major debris removal and disposal actions are reviewed and approved by the local debris manager. The debris manager will coordinate with local and State DOT and law enforcement authorities to ensure that traffic control measures expedite debris removal activities.

DEBRIS CLASSIFICATION

Brunswick County's Solid Waste Department and contractors will be able to work with numerous types of debris such as construction and demolition debris, trees, stumps, limbs, leaves and metal. The county's contractors will handle hazardous materials clean-up.

The county will use all of its resources to recycle materials that are recyclable. To facilitate the debris management process, debris will be segregated by type. It is recommended that the categories of debris established for recovery operations will be standardized. Debris removed will consist of two broad categories (clean wood debris and construction and demolition debris). The most common hurricane-generated debris will consist of 30% clean woody material and 70% C&D. Of the 70% mixed C&D it is estimated 42% will be burnable but require sorting, 5% will be soil, 15% will be metals, and 38% landfilled.

Definitions of classifications of debris are as follows:

Burnable Materials: Burnable materials will be of two types with separate burn locations

Burnable Debris: Burnable debris includes, but is not limited to, damaged and disturbed trees, bushes and shrubs, broken, partially broken and severed tree limbs, and bushes. Burnable debris consists predominately of trees and vegetation. Burnable debris does not include garbage or construction and demolition material debris.

Burnable Construction Debris: Burnable construction and demolition debris consists of non-creosote structural timber, wood products, and other materials designated by the coordinating agency representative.

Non-burnable Debris: Non-burnable construction and demolition debris includes, but is not limited to, creosote timber, plastic, glass, rubber, metal, sheet rock, roofing shingles, carpet, tires, and other materials as may be designated by the coordinating agency.

Stumps: Stumps will be considered tree remnants exceeding 24 inches in diameter; but no taller than 18 inches above the ground and includes the stump ball. Any questionable stumps shall be referred to the designated coordinating agency representative for determination of its disposition.

Ineligible Debris: Ineligible debris to remain in place includes, but is not limited to, chemicals, petroleum products, paint products, asbestos, and power transformers. The county will out-source hazardous materials. Damaged and downed utility poles and appurtenances, transformers and other electrical material will be reported to the coordinating agency representative and/or Progress Energy and/or Brunswick Electric representative. Emergency workers shall exercise due caution with existing overhead and underground utilities and advise the appropriate authorities of any situation that poses a health or safety risk to workers on site or to the general population. The county will use all of its resources to recycle materials that are recyclable.

Collecting Hazardous Waste and White Goods

Any material that is found to be classified as hazardous or toxic waste (HTW) shall be reported immediately to the designated coordinating agency. At the coordinating agency representative's direction, this material shall be segregated from the remaining debris in such a way as to allow the remaining debris to be loaded and transported.

Household Hazardous Waste Removal (HHW)

The debris manager will coordinate any household hazardous waste (HHW) with the Brunswick County's Solid Waste Department, the Department of Public Health and Brunswick County Emergency Services. HHW may be generated as a result of a major natural disaster. HHW may consist of common household chemicals, propane tanks, oxygen bottles, batteries, and industrial and agricultural chemicals. These items will be mixed into the debris stream and will require close attention throughout the debris removal and disposal process. HHW response teams will be assigned and respond ahead of any removal efforts. Appropriate

coordination with regulatory agencies concerning possible regulatory waivers and other emergency response requirements will be adhered to.

Arrangements for salvageable hazardous materials to be collected and segregated based on their intended use will be made. Properly trained personnel or emergency response HHW contractors will accomplish the removal of hazardous waste. There will be Coordination with State regulatory agencies to ensure cleanup actions meet local, State, and Federal regulations. Complete HHW identification and segregation will be made before building demolition begins. Regular demolition contractors can remove uncontaminated debris.

The debris contractors will be responsible for the collection, hauling and disposal of any household hazardous waste. The contractors will coordinate with a properly trained or emergency response household hazardous waste (HHW) contractor to dispose of the hazardous waste. These items will be mixed into the debris stream and will require close attention throughout the debris removal and disposal process. The debris contractors are expected to follow all local, State, and Federal regulations.

Brunswick County regularly provides an opportunity for its citizens to dispose of HHW through special collection days throughout the year. Public notices and press releases provide the mechanism to instruct the public where and when this will be available.

Complete HHW identification and segregation will be made before building demolition begins. Regular demolition contractors can remove uncontaminated debris.

Hazardous Waste (HW)

The debris contractors will be responsible for the collection and disposal of hazardous waste.

White Goods

The debris contractors will be responsible for the collection and hauling of any white goods to the Brunswick County Landfill. The county's scrap metal recycling contractor will take ownership of the white goods and will remove any refrigerants from the materials.

IV. DEBRIS MANAGEMENT SITES

A. Site Management

1. Site Manager, Monitoring Staff and Assignments, Safety Personnel:

Site management, monitoring staff and assignments, and safety personnel will be the responsibility of the Disaster Debris Management and Disaster Debris Monitoring contractors via the Solid Waste Department.

B. Establishment and Operations Planning:

The Disaster Debris Management contractor, assisted by the Solid Waste Coordinator, will be responsible for the establishment and operations of planning, permitting and associated requirements. A listing of appropriate local, State, and Federal contacts will be developed by the appropriate staff to expedite the formation of the site selection team.

SITE SELECTION

Debris storage and reduction sites will be identified and evaluated by the county's site selection team. A listing of appropriate local, State, and Federal contacts will be developed by the appropriate staff to expedite the formation of the site selection team.

Initially debris will be removed directly to the designated Debris Management Sites. If there is a backlog, debris will be placed in temporary holding areas. These areas will be determined before the onset of the disaster. Temporary debris collection sites should be readily accessible by recovery equipment and should not require extensive preparation or coordination for use. Collection sites will be on public property, when feasible, to facilitate the implementation of the mission and mitigate against any potential liability requirements. Activation of sites will be under the control of the Director of Solid Waste and will be coordinated with other recovery efforts through the emergency operations center.

Site selection criteria will be developed into a checklist format. Criteria will include such factors of ownership of property, size of parcel, surrounding land uses, environmental conditions, and transportation facilities that serve the site. A site selection priority list is attached as an annex to this plan.

TDSL (Temporary Debris Storage Location) Locations:

The temporary holding sites and landfill sites will be designated at the time the contract is enacted.

Site Location/Layout

Once the debris is removed, from the damaged area, it will be taken to the designated Debris Management sites. However, if necessary, it may be taken to temporary storage and reduction site that will be identified after the storm.

Removal and disposal actions should be handled at the lowest level possible based on the magnitude of the event. It follows the normal chain of responsibility (local level, county level, State level) and when resources are exceeded at each level of responsibility, Federal assistance may be requested according to established

procedures. Because of the limited debris removal and reduction resources, TDSRs are established and placed into operation.

Site Preparation

1. The topography and soil conditions should be evaluated to determine the best site layout. Methods to make remediation and restoration easier when planning site preparation will be considered.

Site Operations

1. If the site is also an equipment staging area then fueling and equipment repair will be monitored to prevent and mitigate spills.
2. Awareness and mitigate of issues that might irritate the neighbors will be closely monitored. These include:
 - a. Smoke – proper construction and operation of incineration pits. Don't overload air curtains.
 - b. Dust – employ water trucks.
 - c. Noise – construct perimeter berms.
 - d. Traffic – proper layout of ingress and egress procedures to help traffic flow.

VOLUME REDUCTION METHODS/CLASSIFICATION

Volume Reduction by Recycling

Recycling reduces mixed debris volume before it is hauled to a landfill. Recycling is attractive because there may be an economic value to the recovered material if it can be sorted and sold. A portable Materials Recovery Facility could be set up at the site. Metals, wood, and soils are prime candidates for recycling. The major drawback is the potential environmental impact of the recycling operation. In areas where there is a large usage of chemical agricultural fertilizer, the recovered soil may be too contaminated for use on residential or existing agricultural land. Hurricanes and tornadoes may present opportunities to contract out large-scale recycling operations and to achieve an economic return.

Recycling should be considered early in the debris removal and disposal operation because it may present an opportunity to reduce the overall cost of the operation. The following materials are suitable for recycling:

- a. Metals: Hurricanes and tornadoes may cause extensive damage to mobile homes, sun porches, and green houses. Most of the metals are non-ferrous and suitable for recycling. Trailer frames and other ferrous metals are also suitable for recycling. Metals can be separated using an electromagnet. Metals that have been processed to recycling can be sold to metal recycling firms.
- b. Soils: Cleanup operations using large pieces of equipment pick up large amounts of soil. The soil is transported to the staging and reduction sites

where it is combined with other organic materials that will decompose over time. Large amounts of soil can be recovered if the material is put through some type of screen or shaker system. This procedure can produce significant amounts of soil that can either be sold or recycled back into the agricultural community. This soil could also be used at local landfills for cover. It is more expensive to transport and pay tipping fees at local landfills than to sort out the heavy dirt before moving the material. Monitoring and testing of the soil may be necessary to ensure that it is not contaminated with chemicals.

- c. Wood: Woody debris can be either ground or chipped into mulch.
- d. Construction Materials: Concrete block and other building materials can be ground and used for other purposes. Construction materials and wood can also be shred to reduce volume. This construction material could also be used at local landfills for cover.

Residue Material: Residue material that cannot be recycled, such as cloth, rugs, and trash, can be sent to a landfill for final disposal.

DEBRIS DISPOSAL AND REDUCTION

Once the debris is removed from the damage sites, it will be taken directly to the designated Debris Removal Sites. Methods of disposal include, but are not limited to; burning, recycling, grinding/chipping and landfill.

Grinding and chipping will be utilized as a viable reduction method. Grinding and chipping reduces the volume on a 4 to 1 ratio. For grinding and chipping to be feasible, 25% of volume remaining must have some benefit or use.

The county would bring in a grinding operation, if deemed necessary, due to large quantities of stumps, leaves and limbs.

The three primary burning methods are open burning, air curtain pit burning, and incineration. Controlled open burning is a cost-effective method for reducing clean woody debris in rural areas. Burning reduces the volume by 95%, leaving only ash residue to be disposed of. Air curtain pit burning substantially reduces environmental concerns. The blower unit must have adequate air velocity to provide a "curtain effect" to hold smoke in and to feed air to the fire below. Portable incinerators use the same methods as air curtain pit systems. The only difference is that portable incinerators utilize a pre-manufactured pit in lieu of an onsite constructed earth/limestone pit.

Metals, wood, and soils are prime candidates for recycling. Most of the non-ferrous metals are suitable for recycling. Specialized contractors are available to bid on disposal of debris by recycling if it is well sorted.

ENVIRONMENTAL MONITORING PROGRAM

The Disaster Debris Monitoring contractor assisted by the Solid Waste Coordinator will be responsible for ensuring the appropriate Environmental Monitoring Program / Site Closure procedures are established and implemented to include necessary planning, permitting, and associated requirements in coordination with appropriate local, State, and Federal agencies.

Environmental Controls:

Environmental controls are essential for all incineration methods, and the following will be considered.

1. A setback of at least 1,000 feet will be maintained between the debris piles and the incineration area. At least 1,000 feet will be kept between the incineration area and the nearest building. Fencing and warning signs will be used to keep the public away from the incineration area.
2. The fire will be extinguished approximately two hours before anticipated removal of the ash mound. The ash mound will be removed when it reaches 2 feet below the lip of the incineration pit.
3. The incineration pits will be constructed with limestone and reinforced with earth anchors of wire mesh to support the weight of the loaders. There will be a 1-foot impervious layer of clay or limestone on the bottom of the pit to seal the ash from the aquifer.
4. The ends of the pits will be sealed with dirt or ash to a height of 4 feet.
5. A 12-inch dirt seal will be placed on the lip of the incineration pit area to seal the blower nozzle. The nozzle will be 3-6 inches from the end of the pit.
6. There will be a 1-foot high, unburnable warning stops along the edge of the pit's length to prevent the loader from damaging the lip of the incineration pit.
7. Hazardous or contaminated ignitable material will not be placed in the pit. This is to prevent contained explosions.
8. The airflow will hit the wall of the pit about 2 feet below the top edge of the pit, and the debris should not break the path of the airflow except during dumping.
9. The pit will be no longer than the length of the blower system, and the pit should be loaded uniformly along the length.

SITE REMEDIATION

During the debris removal process and after the material has been removed from each of the debris sites, environmental monitoring will be needed to close each of the sites. This is to ensure that no long-term environmental contamination is left on the site. The

monitoring will be done on three different media: ash, soil, and groundwater. The monitoring of the ash will consist of chemical testing to determine the suitability of the material for landfilling. Monitoring of the soils will be by portable methods to determine if any of the soils are contaminated by volatile hydrocarbons. The monitoring of the groundwater will be done on selected sites to determine the probable effects of rainfall leaching through either the ash areas or the stockpile areas.

ENVIRONMENTAL RESTORATION

Stockpiled debris will be a mix of woody vegetation, construction material, household items, and yard waste. HHW and medical wastes will be segregated and removed prior to stockpiling. Activities at the debris disposal sites will include anyone or a combination of the following activities: stockpiling, sorting, recycling, incineration, grinding, and chipping. Incineration will be done in air curtain pits and generally only woody debris will be incinerated. The efficiency of the incineration and the quality of incineration material is highly variable. Contamination may occur from petroleum spills at staging and reduction sites or runoff from the debris piles, incineration sites, and ash piles.

SITE CLOSE-OUT PROCEDURES

If utilized, each temporary debris staging and reduction site will eventually be emptied of all material and be restored to its previous condition and use.

Before activities begin, ground and aerial photos will be taken, important features such as structures, fences, culverts, and landscaping will be noted. Random soil samples will be taken as well as water samples from existing wells. The site will be checked for volatile organic compounds.

After activities begin, constant monitoring of air quality, soil and water samples will take place. Photos, maps, and sketches of the site will be updated and fuel spills will be noted.

At close out final testing of soil, water, and air quality will be taken and compared to original conditions. All ash will be removed and remediation actions will be taken as needed.

Quality assurance inspectors will monitor all closeout and disposal activities to ensure that contractors, if used, complied with contract specifications.

Additional measures may be necessary to meet local, State and Federal environmental requirements because of the nature of the staging and reduction operation. The basic close-out steps are to remove all debris from the site, conduct an environmental audit or assessment, develop a remediation or restoration plan approved by the appropriate environmental agency, execute the plan, get acceptance from the landowner, and terminate lease payments, if applicable.

V. CONTRACTED SERVICES

A. Emergency Contracting/Procurement Procedures

CONTRACTING PROCEDURES

Contracting for labor and equipment may be necessary if the magnitude of the emergency debris clearance, removal, and disposal operation is beyond the capabilities of the county's resources. The Debris Manager will be familiar with contracting procedures for he/she will be required to define specific debris removal tasks and recommend specific contract types based on the magnitude of the event. Brunswick County Solid Waste Department has the responsibility for the county for developing, processing and administering debris clearance, removal, disposal and monitoring contracts.

General contract provisions, qualification requirements, and solicitation of contracts include but are not limited to the following:

1. Determine the type and method of contracting needed to satisfy specific debris clearance, removal, disposal and monitoring requirements of an unusual and compelling urgency.
2. Solicit bids, evaluate offers, award contracts and issue notices to precede with all contract assignments.
3. Supervise the full acquisition process for service and supply contracts and the oversight of contract actions to ensure conformance to regulatory requirements.

A. Debris operations to be outsourced

Brunswick County will be responsible for managing the debris management and monitoring contracts from project inception to completion. Managing the debris contract includes such things as monitoring of performance, contract modifications, inspections, acceptance, payment, and closing out of activities. Should the county decide to award contracts for debris removal and monitoring the county will do the following:

1. Will not allow contractors to make eligibility determinations; as they have no authority to do so.
2. Will utilize pre-negotiated contracts if available. Will utilize formal competitive bid procedures when time permits. If time does not permit for normal competitive procedures, competitive bids still may be obtained using a reduced time frame for submittal for bids. Will request copies of references, licenses, and financial records of unknown contractors.
3. Will document procedures used to obtain contractors.
4. Will not accept contractor-provided contracts without close review. If necessary will request FEMA provide technical assistance on contracts and contract procedures.

TYPES OF DEBRIS CONTRACTS:

Three types of general contracts that may be used for debris operations.

1. ***Time and Materials*** Contracts may be used for short periods of time immediately after the disaster to mobilize contractors for emergency

removal efforts. They must have a dollar ceiling or a not-to-exceed limit for hours, and should be terminated when this time limit is reached. Such contracts will be limited to 70 hours of actual work. The contract will state that (a) the price for equipment applies only when the equipment is operating, (b) the hourly rate includes the operator, fuel, maintenance, and repair, (c) the community reserves the right to terminate the contract at its convenience, and (d) the community does not guarantee a minimum number of hours.

2. **Unit Price Contracts** are based on weights (tons) or volume (cubic yards) of debris hauled, and may be used when scope-of-work is not well defined. Unit price contracts require close monitoring of pick-up, hauling, and dumping to ensure that quantities are accurate.

3. **Lump Sum Contracts** establish the total contract price using a one-time bid from the contractor. Will only be used when the scope of work is clearly defined, with areas of work and quantities of material are clearly defined. Lump-sum contracts may be defined in one of two ways: (1) area method where the scope of work is based on a one time clearance of a specified area; and (2) pass method where the scope of work is based on a certain number of passes through a specified area.

Brunswick County has further identified certain volunteer (VOAD), State and Federal agencies ready to assist. These agencies include Civic Clubs, Church organizations, Salvation Army, State Department of Transportation, National Guard, scrap dealers, and U.S. Department of Labor. These VOAD organizations will be coordinated by the State.

VI. PRIVATE PROPERTY DEMOLITION AND DEBRIS REMOVAL

Brunswick County's Solid Waste Department via the Disaster Debris Management contractor will be responsible for removing debris from the public right-of-way. Only when it is determined that the debris meets the Federal criteria for being pre-approved and is deemed in the public interest will Brunswick County's Solid Waste Department remove debris from private property.

Brunswick County's Solid Waste Department via the Disaster Debris Management contractor will further stage equipment in strategic locations, to protect the equipment from damage, preserve the decision maker's flexibility for employment of the equipment, and allow for the clearing crews to begin work immediately after the disaster. Because of the limited quantity of resources and service commitments following the disaster, the county will be relying heavily on private contractors to remove, collect, and manage debris.

Debris located on private property is the responsibility of the owner. Long Term Recovery Operations will provide information to Private and Business owners as to any assistance they may qualify for under the FEMA Individual Assistance Program.

Brunswick County's Solid Waste Department will oversee the Disaster Debris Support and Management contractor as they monitor disaster debris management in the event the

contracts are activated. The monitoring contractor will oversee the project and ensure that the contractors are using the appropriate forms and processes required by federal agencies.

Private Property Debris Removal

- 1.If Temporary Debris Storage and Removal Sites are established the debris manager and/or the public information officer will publish these locations along with times of operation and types of debris accepted. The private property owner will be advised to transport to the nearest TDSR collection site.
- 2.Dumping debris on public right of way or on property owned by others is illegal and will be aggressively enforced by the county enforcement office.
- 3.FEMA Public Assistance (PA) funds may be used for demolition and removal of resulting debris under the authority of Section 403, Essential Assistance, of the Stafford Act. This section allows for the demolition of unsafe structures that pose an immediate threat to life, property, or public health and safety. The primary responsibility for demolition of unsafe structures lies with the owner whether it is private or government owned property. Dangerous structures will be the responsibility of the owner to demolish to protect the health and safety of adjacent residents. However, if unsafe structures remain because of the lack of insurance, absentee landlords, or under-staffed and under-equipped local governments the demolition of these structures may become the responsibility of the county. The debris manager will be responsible for taking any appropriate action regarding Dangerous Structure Demolition.

VII. PUBLIC INFORMATION PLAN

A. Public Information Officer

The Public Information Officer will develop a proactive public information management plan in order to facilitate cleanup and removal. Emphasis will be placed on actions the public can perform to expedite the cleanup process by separating burnable and non-burnable debris, segregating household hazardous waste, placing debris at the curbside, keeping debris piles away from fire hydrants and valves, reporting locations of illegal dump sites or incidents of illegal dumping, and segregating recyclable materials.

B. Pre-scripted information

The Public Information Officer (PIO) will keep the public informed of the following: debris pick-up schedules, disposal methods, on-going actions to comply with State and Federal Environmental Protection Agency (EPA) regulations, disposal procedures for self-help and independent contractors, and restrictions and penalties for creating illegal dumps. The Public Information Officer (PIO) will respond to questions pertaining to debris removal from the press and local residents. The following questions are likely to be asked:

- What is the pick-up system?
- When will the contractor be in my area?

- Who are the contractors and how can I contact them?
- Should I separate the different debris materials and how?
- How do I handle Household Hazardous Waste?
- What if I am elderly?

C. **Distribution Plan**

See News Media fax list (Appendix: S).

Appendices

- Appendix A: Emergency Key Points of Contacts & Information
- Appendix B: County Debris Management Task Force (DMTF)
- Appendix C: Debris Estimation Charts
- Appendix D: Pre-identified TDM Sites in County
- Appendix E: TDM Site Preparation Check List
- Appendix F: Existing Landfills (Servicing County)
- Appendix G: Table of Pre-identified TDSR Sites
- Appendix H: Emergency Disposal of Debris Resulting from Natural Disasters
- Appendix I: Guidelines for Open Burning of Natural Disaster Debris
- Appendix J: Eligibility of Curbside Pick-Up (Job Aid)
- Appendix K: Removal of Eligible Debris from Private Property (Job Aid)
- Appendix L: Right of Entry Permit – Private Property
- Appendix M: Emergency Operation Routes
- Appendix N: Recycling Vendors Point of Contact
- Appendix O: Hazardous Waste Vendor Point of Contact
- Appendix P: FEMA Fact Sheet “Eligibility of Hazardous Stump Removal
- Appendix Q: Daily Haul Record/Load Ticket
- Appendix R: Municipality Solid Waste Point of Contacts
- Appendix S: Public Information Office Media Contacts
- Appendix T: Pre-scripted information for public dissemination
- Appendix U: Safety Standards and Requirements
- Appendix V: Debris Management Center Organization
- Appendix W: Pre-qualified Contractors

Appendix A

Emergency Key Points of Contact

DEPT	Work Phone	Cell phone	Home Phone
County Manager	910-253-2016		
Director of Utilities	910-253-2653		
Emergency Services Director	910-253-2569		
Board of Commissioners Chairperson	910-253-2017		
Operation Services Director	910-253-2521	910-512-3071	

Appendix B

Brunswick County Debris Management Task Force

NAME	DEPT	GROUP	Work Phone	Cell Phone
Stephanie Lewis	Operation Services/Solid Waste	Contracting & Procurement Solid Waste	910-253-2521	910-512-3071
Micki Bozeman	Solid Waste	Solid Waste	910-253-2524	910-540-6001
Edward Conrow	Emergency Services	Administration	910-253-2569	
Scott Garner	Emergency Services	Administration	910-253-2577	910-515-4900
	Community Enforcement Officer	Planning Department	910-253-2225	
Bob Shaver	County Attorney	Legal	910-253-2007	
Julie Miller	Finance	Finance	910-253-2070	
Meagan Kascsak	Administration	PIO	910-253-2995	

Appendix C

Debris Estimation Chart

“U.S. Army Corps of Engineers Hurricane Debris Estimating Model”

Background

- The U.S. Army Corps of Engineers (USACE) Emergency Management staff has developed a modeling methodology designed to forecast potential amounts of hurricane-generated debris.
- Based on actual data from Hurricanes Frederic, Hugo and Andrew.
- The estimated quantities produced by the model have a predicted accuracy of +/- 30%.
- The primary factor used by the model is the number of households in a developed urban/suburban area.
- Other factors utilized are:
 - Cubic yards of debris generated per household per storm category
 - Vegetative cover.
 - Commercial density.
 - Precipitation.
- Household debris includes damage to the house, contents and surrounding shrubs/trees.
- Vegetative cover includes all trees and shrubbery located along public rights-of-way, parks and residential areas.
- Commercial density includes debris generated by damage to businesses and industrial facilities.
- Private contractors will remove the majority of commercial related debris; however, disposal/reduction space is still required.
- Very wet storms will cause ground saturation, increasing tree fall.

Initial Planning Data

- For planning purposes, the worst - case scenario should be used for the subject area.
- The most accurate process is to determine the defined areas by using Doppler Radar (National Weather Service Broadcasts) and Geographical Information Systems (GIS).
- Doppler radar will define the storm's intensity and the exact track of the eye of the storm in relation to the affected area.
- Track the storm and plot the eye path and 5-mile wide bands out from the eye to define area and estimate wind speeds.
- The wind speed of the eye wall normally determines the reported storm category with the outward or 5-mile bands being a lesser category.
- Track the storm inland until the wind speeds dissipate below hurricane strength.
- Divide outlined areas by storm category.

- Enter coordinates into a GIS database to determine areas and demographic information, such as:
 - Population; Schools; Businesses.

The formula used in this model will generate debris quantity as an absolute value based on a known/estimated population or a debris quantity per square mile based upon population density per square mile:

- Determine population (P) in the affected area.
 - For example, 2000 census data for County, NC, is 85, 231.
 - $P = 85, 231$
 - The assumption of 3 persons per household (H) is used for this model.
 - Known/estimated population (P) for a jurisdiction may be used to determine a value for H or $H = P/3$.

EXAMPLE

A category 4 storm passes through Brunswick County, NC. The area is primarily single family dwellings with some apartment complexes, schools, and shopping centers. Vegetation characteristic is heavy because of the proliferation of residential landscape shrubbery and trees throughout the area. The storm is very wet, with rain before and continuing for a few days after the hurricane.

FORMULA: $Q = H(C)(V)(B)(S)$

$$H = P/3 = 85,231/3 = 28,410 \quad (3 \text{ person per household})$$

$$C = 50 \quad (\text{Factor for a Category 4 storm})$$

$$V = 1.5 \quad (\text{Multiplier for heavy vegetation})$$

$$B = 1.3 \quad (\text{Multiplier for heavy commercial due to schools/stores/apartment})$$

$$S = 1.3 \quad (\text{Multiplier for wet storm event})$$

Then $Q = 28, 410 \times 50 \times 1.5 \times 1.3 \times 1.3 = 3,600,967$ cubic yards of debris or 3.6 million cy

STEP 1 – DEBRIS MODEL FORMULA

$$Q = H (C)(V)(B)(S)$$

Where:

Q is the quantity of debris in cubic yards.

H is the number of households.

C is the storm category factor in cubic yards

V is the vegetation characteristic multiplier
 B is the commercial/business/industrial use multiplier.
 S is the storm precipitation characteristic multiplier.

C is the storm category factor as shown below. It expresses debris quantity in cubic yards (cy) per household by hurricane category and includes the house and its contents, and land foliage.

Hurricane Category	Value for “C” Factor
1	2 cy
2	8 cy
3	26 cy
✓ 4	✓ 50 cy
5	80 cy

V is the vegetation multiplier as shown below. It acts to increase the quantity of debris by adding vegetation, including shrubbery and trees, on public rights-of-way.

Vegetative Cover	Value of “V” Multiplier
Light	1.0
Medium	1.2
Heavy	1.3

B is the multiplier that takes into account areas that are not solely single-family residential, but includes small retail stores, schools, apartments, shopping centers, and light industrial/manufacturing facilities. Built into this multiplier is the offsetting commercial insurance requirement for owner/operator salvage operations.

Commercial Density	Value of “B” Multiplier
Light	1.0
Medium	1.2
Heavy	1.3

S is the precipitation multiplier that takes into account either a “wet” or “dry” storm event. A “wet” storm for category 3 or greater storms will generate more vegetative debris due to the uprooting of complete trees.

Precipitation Characteristic	Value of “S” Multiplier
None to Light	1.0
Medium to Heavy	1.3

Note: Steps 2 and 3 of this model can also be applied to other debris generating events once an estimated quantity of debris is established.

STEP 2 – DEBRIS STORAGE SITE REQUIREMENTS

- Estimate debris pile stack height of 10-feet.

- 60% usage of land area to provide for roads, safety buffers, burn pits and household hazardous waste.

1 acre (ac) = 4,840 square yards (sy)
 10 foot stack height = 3.33 yards (y)
 total volume per acre = 4,840 sy/ac x 3.33 y = 16,117 cy/ac

From the example above, the acreage required for debris reduction site is:
 $7,000,000/16,117 \text{ cy/ac} = 434 \text{ acres}$ (required for debris storage only, no buffers, etc.)

To provide for roads and buffers, the acreage must be increased by a factor of 1.66.

$434 \text{ ac} \times 1.66 = 720 \text{ acres}$ or, since on square smile (sm) = 640 acres $720\text{ac}/640\text{as/sm} = 1.12 \text{ sm}$.

- If you assume a 100 acre storage site can be cycled every 45 to 60 days or one time during the recovery period, then $720/2 = 360 \text{ ac}$ or four 100 acre sites would be required.
- The number of sites varies with:
 - Size
 - Distance from Source
 - Speed of reduction (mixed debris is slower than clean woody debris).
 - Removal Urgency

STEP 3 – CATEGORIES OF DEBRIS

Debris removed will consist of two broad categories:

- Clean wood Debris.
- Construction and demolition (C & D) debris.
- The clean debris will come early in the removal process as residents and local governments clear yards and rights of way.
- The debris removal mission can be facilitated if debris is segregated as much as possible at the origin along the right-of-way, according to type.
- The public should be informed regarding debris segregation as soon as possible after the storm.
- Time periods should be set for removal; the first 7-10 days clean woody debris only, and then followed by other debris, with the metals segregated from non-metals.

- Most common hurricane-generated debris will consist of the following:
 1. 30 % Clean woody debris
 2. 70 % Mixed C & D
 - Of the 70% mixed C & D
 - 42 % Burnable but requires sorting
 - 5 % Soil
 - 15 % Metals
 - 38 % Land filled

Based upon the above, 7,000,000 cy of debris would break down as follows:

2,100,000 cy Clean woody debris
 4,900,000 cy is metals, and 1,862,000 cy is Land filled.

Burning will produce about 95 % volume reduction

Chipping and grinding reduce the debris volume on a 4-to-1 ration (4 cy is reduced to 1 cy) or by 75 %.

The rate of burning is basically equal to the rate of chipping/grinding, about 200 cy/hr. However, chipping requires on-site storage and disposal of the chips/mulch.

Note: Appendix C information was taken from FEMA Publication 325, April 1999).

Public Assistance Debris Operations Job Aid (FEMA 9580.1)

Section E: Estimating Debris Quantities

Estimating Debris Quantities

General: Initial quantity estimates are difficult to make, due to a number of factors: the type, magnitude, and geographical location of the disaster; geographical extent of the debris; the types and mix of debris, and the sometimes difficulties in gaining access to the affected area. It is important, however, to make as accurate an estimate as possible, and refine that estimate as work continues.

Become familiar with the general results of various types of disasters. Hurricanes, and tornadoes can produce large quantities of yard waste and construction materials scattered over a large area. Floods create large amounts of debris that may be buried in silt. Ice storms and snowstorms create large amounts of woody debris from broken limbs and branches. Many of the large broken limbs remain attached to the tree trunk and must be removed by professional tree trimmers.

Ensure that necessary equipment is available, including:

- Digital (preferred) or Polaroid camera. (Disposable Cameras)

- 100 foot tape or roll-off wheel
- Calculator, notepad, sketchpad
- Maps of area
- Aerial photographs (preferably before and after the disaster)
- Dedicated vehicle and mobile communications

Debris estimating can be expedited by dividing the community into sectors based on any of the following:

- Types of debris; woody, mixed or construction material
- Location of debris; residential, commercial or industrial
- Land use; rural or urban

Reminders: The following reminders may be of assistance when performing debris estimates:

- Look beyond the curb into side and backyards and at the condition of the homes. Most of the debris in these areas will eventually move to the curb.
- Wet storms will produce more personal property (household furnishings, clothing, rugs, etc.) debris if roofs are blown away.
- Look for hanging debris such as broken limbs after an ice storm.
- Flood-deposited sediment may be compacted in place. Volume may increase as debris is picked up and moved.
- Using aerial photographs in combination with ground measurements will help determine if there are any voids in the middle of large debris piles.
- Treat debris piles as a cube, not a cone, when performing estimates.

Public Assistance Debris Operations Job Aid (FEMA 9580.1)

Section E: Estimating Debris Quantities

Estimating Aids – Building: The following information will assist you in determining the amount of debris from destroyed buildings and mobile homes:

- One Story House Formula:

$$L' \times W' \times 8' = \text{_____ cubic yards} \times 0.33 = \text{_____ cubic yards of debris. } 27' \text{ per cy}$$

(The 0.33 factor accounts for the “air space” in the house)

- The table below can be used to estimate debris quantities for a totally destroyed typical home. A vegetative debris multiplier is also included.
- Amount of personal property (as debris) from average flooded residence without a basement: 25-30 cy.
- Amount of personal property (as debris) from average flooded residence with a basement: 45-50 cy.

Typical House (Square Feet)	VEGETATIVE COVER MULTIPLIER (YARD WASTE)			
	None	Light (1.1)	Medium (1.3)	Heavy (1.5)
1000 SF	98 cy	107 cy	127 cy	147 cy
1200 SF	118 cy	129 cy	153 cy	177 cy
1400 SF	137 cy	150 cy	178 cy	205 cy
1600 SF	155 cy	170 cy	201 cy	232 cy
1800 SF	175 cy	192 cy	228 cy	263 cy
2000 SF	195 cy	215 cy	254 cy	293 cy
2200 SF	215 cy	237 cy	280 cy	323 cy
2400 SF	235 cy	259 cy	306 cy	353 cy
2600 SF	255 cy	280 cy	332 cy	383 cy

- Single wide mobile home = 290 cy of debris
- Double wide mobile home = 415 cy of debris

Rule of Thumb:

- 15 trees 8 inches in diameter = 40 cy (average)
- Root system (8'-10' diameter) = requires one flatbed trailer to move.
- To convert cubic yards of Construction and Demolition (C & D) debris to tons, divide by 2.
- To convert tons of C & D debris to cubic yards, multiply by 2.
- To convert cubic yards of woody debris to tons, divide by 4*.
- To convert tons of woody debris to cubic yards, multiply by 4*.

**These factors to convert woody debris from cubic yards to tons, and vice versa, is considered a good average for mixed debris, developed by the USACE.*

Public Assistance Debris Operations Job Aid (FEMA 9580.1) Section E: Estimating Debris Quantities

Debris Composition for Hurricanes: As a general statement, hurricanes are the biggest debris generators of all disasters. For planning purposes, it is sometimes useful to have an estimate of the composition of the debris expected from a hurricane. There is no exact composition data; the mix from Hurricane Andrew in Florida was generally 30% clean, woody debris and 70% construction and demolition debris. After Hurricane Fran in North Carolina, the mix was reversed – clean woody debris was 70%. Look closely at the areas impacted by the hurricane before projecting the mix. One type of debris that has a fairly consistent composition is mixed construction and demolition debris. A good average for that mix is:

- 42% burnable, but requires sorting (Check before burning, there may be prohibitions against burning construction debris).
- 5% soil.
- 15% metals.
- 38% Landfilled.

Reduction Rates:

- Burning: 95% reduction.
- Chipping and grinding: 75% reduction (average). This percentage may vary with the types of wood being chipped. It is best to carefully measure several piles of typical woody debris before they are chipped, then immediately thereafter, measure the amount of mulch generated. Palm trees normally are not chipped because of their fibrous trunks and the high content of silicates that are carried up the trunks during intake of moisture.
- Tub-grinders have production rates ranging from 160 to 340 cubic yards per hour for brush and yard waste. Check production rates for specific equipment being used. Do not use Grinder Production Logs: they tend to over quantify production because they may apply engine hours use an “ideal” rate of production; lack personnel to monitor equipment usage; have changes in conditions of debris, etc. Verify by monitoring operations.

Appendix D

Pre-identified TDM Sites in County

DS10-041	Turkey Trap	33.947	-78.2987
DS10-042	Highway 17/904	33.94660	78.50850
DS10-044	Highway 904	33.9512	-78.5009
DS10-064	Galloway Rd	34.046936	-78.240486
DS10-065	Carter & Nobles	33.951515	-78.467372
DS10-066	Supply	34.01605	-78.27320
DS10-069	Belville	34.23183	-77.99036
DS10-070	Site 211	33.94885	-78.03700
DS10-071	Belville North	33.9483725	-78.0374725
DS10-076	Sam Carteret Site	34.018661	-78.134949

Appendix E

TDM Site Preparation Checklist

SITE EVALUATION

1. Site Ownership:
 - a) Use public lands to avoid costly leases and trespassing allegations. Use private land only if public sites are unavailable.

2. Site Location:
 - a) Consider impact of noise, dust and traffic;
 - b) Consider pre-existing site conditions;
 - c) Look for good ingress/egress at site(s);
 - d) Consider impact on ground water;
 - e) Consider site size based on:
 - (1) Expected volume of debris to be collected;
 - (2) Planned volume reduction methods;
 - f) Avoid environmentally sensitive areas, such as:
 - (1) Wetlands;
 - (2) Rare and critical animals or plant species;
 - (3) Well fields and surface water supplies;
 - (4) Historical/archaeological sites;
 - (5) Sites near residential areas, schools, churches, hospitals and other sensitive areas;
 - g) Perform recordation of site chosen (pictures, videos).

3. Site Operations:
 - a) Use portable containers;
 - b) Separate types of waste as operations continue;
 - c) Monitor site at all times;
 - d) Perform on-going volume reduction (on site or removal for disposal/reduction);
 - e) Provide nuisance management (dust, noise, etc.);
 - f) Provide vector controls (rats, insects, etc);
 - g) Provide special handling for hazardous materials;
 - h) Provide security (limit access);
 - i) Ensure appropriate equipment is available for site operations.

4. Site Closeout:
 - a) Remove all remaining debris to authorized locations;
 - b) Restore site to pre-use condition;
 - c) Perform recordation of site (pictures, videos);
 - d) Ensure compliance with ADEM Guidelines.

Appendix F
Table 1
Existing Construction and Demolition Landfills
(Servicing County)

Name	Location	Owned By	Operated By
Brunswick County	Hwy.17	Brunswick County	Brunswick County

NOTE: Also located at this site is a Solid Waste Transfer Station, Yard Debris Collection and LCID Collection.

Appendix G

Table of Pre-identified TDSR Sites

DS10-041	Turkey Trap	33.947	-78.2987
DS10-042	Highway 17/904	33.94660	78.50850
DS10-044	Highway 904	33.9512	-78.5009
DS10-064	Galloway Rd	34.046936	-78.240486
DS10-065	Carter & Nobles	33.951515	-78.467372
DS10-066	Supply	34.01605	-78.27320
DS10-069	Belville	34.23183	-77.99036
DS10-070	Site 211	33.94885	-78.03700
DS10-071	Belville North	33.9483725	-78.0374725
DS10-076	Sam Carteret Site	34.018661	-78.134949

Appendix H

Department of Environmental Management

“Emergency Disposal of Debris Resulting From Natural Disaster”

Plots of land may be used for the emergency disposal of debris created during natural disasters that, due to the amount of waste generated, would overwhelm the existing capacity of permitted landfills. The following guidelines shall apply:

- Application for use of a site, not permitted by NCDEQ, for emergency disposal of debris must be submitted by a unit of local or state government.
- Sites to be used only for the staging of waste do not need the approval of DHEC prior to their use.
- Sites to be used only for the open burning of waste do not need the approval of NCDEQ prior to their use, as long as the NCDEQ guidelines for open burning of natural disaster debris are followed. Prior to closing the burn site, the operator of the site must conduct a hazardous waste determination on the ash resulting from open burning and submit that to the NCDEQ Industrial Hazardous Waste Branch. NCDEQ will make a determination if the ash can remain at the site or must be removed from the site. If ash is left at the site, it shall be covered with a minimum of six (6) inches of soil and a vegetative cover must be established. If ash is removed from the site, it must be taken to a permitted landfill as approved by NCDEQ.
- If regulated solid waste or ash from open burning are disposed of at the site, a deed notation must be recorded in the county records for the site within 90 days after the site discontinues receiving waste, stating that solid waste has been dispensed of on the site. The site must be surveyed by a registered land surveyor and the results of the survey recorded in the deed.
- Sites to be used for disposal of regulated solid waste are to be approved by NCDEQ prior to their use. The actual location of the site must be submitted to NCDEQ, along with any information that may be known about the site, such as proximity to residences, proximity to drinking water wells and wetlands, surface water bodies and streams. If the site is located within the 10-foot coastal zone, coordination with Field Operations Division must be done prior to approval.
- No hazardous waste or putrescible waste may be disposed of in these sites.
- Waste shall not be placed in groundwater if the site is excavated. Waste shall not be placed in wetlands.
- The disposal site must be closed in accordance with NCDEQ regulations for closure of a permitted construction/demotion landfill. Unless the site was used only for

disposal of ash resulting from open burning. For sites where regulated solid waste was disposed, the owner of the property will be required to conduct post-closure care of the site for a period of time, to be determined by NCDEQ based on the types of waste disposed of and the location of the site, up to 30 years after the site is closed.

- The entity responsible for the disposal site must report to the NCDEQ Solid Waste Branch once per month the activities that have occurred at the site for the previous month. NCDEQ will specify what is to be reported on a case-by-case basis.
- The use of a site in an emergency situation does not imply that NCDEQ will approve the site as a permitted landfill.

Appendix I

“Guidelines for Open Burning of Natural Disaster Debris”

These guidelines apply to the open burning of debris resulting from catastrophic natural events.

- Only vegetation and wood may be burned. All other materials should be disposed of by burial in a permitted landfill or a site approved by county for disposal.
- Open burning, including approval of sites, must be coordinated and supervised by county officials (public health officers, county engineer, solid waste coordinators, and emergency management officials). A municipality may conduct and supervise its own open burning, following these guidelines, after approval by a county official.
- If a burn site is located in a county in which a Fire Alert from the North Carolina Forestry Commission is in force, the location of the site must be telephonically given to the regional office of the North Carolina Forestry Commission.
- Open burning sites should be as distant as possible from occupied dwellings and businesses. Recommended minimum distance is 1000 feet.
- Material to be burned should be as dry as possible. Larger piles consume the debris faster during combustion.
- Open burning should be conducted during clear weather, preferably days with sunshine.
- Burning may commence or fuel added to a fire between 8:00 a.m. and 3:00 p.m..
- The use of portable air curtain incinerators is encouraged and should be considered if one or more of the following situations exist:
 - Extended 24-Hour burning is necessary
 - Accelerated burning is desired
 - Smoke is or may become a problem
- Prior to closing the burn site, the operator of the site must conduct a hazardous waste determination on the ash resulting from open burning and submit that to the North Carolina Industrial Hazardous Waste Branch. SCIHWB will make a determination if the ash can remain at the site or must be removed from the site. If ash is left at the site, it shall be covered with a minimum of six inches of soil and a vegetative cover must be established. If ash is removed from the site, it must be taken to a permitted landfill as approved by NCDEQ.
- If ash from open burning or regulated solid waste are disposed of at the site, a deed notation must be recorded in the county records for the site within 90 days after the site discontinues receiving waste, stating that solid waste has been disposed of on the site. The site must be surveyed by a registered land surveyor and the results of the survey recorded in the deed.
- Open burning shall not occur at a permitted landfill unless approved by the county Fire Marshal.
- County Fire Marshal has the authority to halt or modify any open burning of disaster debris.

Appendix J

Eligibility of Curbside Pick - Up

Public Assistance Debris Operations Job Aid (FEMA 9580.1)

Eligibility of Curbside Pick-Up

Debris may continue to accumulate as residents bring debris from their properties to public rights-of-way. Typically, this occurs in three stages:

- Stage 1: Woody Debris and yard waste moved to right-of-way.
- Stage 2: Household waste, such as damaged personal goods, moved to right-of-way.
- Stage 3: Construction and demolition materials removed by the homeowner prior to the receipt of insurance and individual assistance payments.

Residents should not mix garbage with debris. Debris deposited at the curbside must be disaster-related to be eligible for pickup and disposal by the applicant. Applicants should resume normal garbage pick-up schedules as soon as possible.

Construction and demolition materials from minor or major repairs or reconstruction by contractors should not be deposited at the curbside. Contractors should remove and deposit the debris at approved landfills.

Insurance proceeds usually cover the cost for demolition debris removal from private property. Remember, only disaster-related debris removal costs not covered by insurance are eligible for reimbursement. Watch for non-disaster related materials (bagged grass clippings, household garbage, automobile parts etc.).

When it becomes apparent that the debris being brought to the curb is not disaster-related, or is reconstruction debris, the Public Assistance Officer (PAO-FEMA) should negotiate with the State counterpart to set a realistic deadline and make sure the applicants have advance notice. *Note: The Solid Waste Department should evaluate this cut-off point first, and issue a notice to the public announcing the cut-off date.*

For example, it is unrealistic to impose a deadline that takes effect 48 hours later. For large events, it is unrealistic to set deadlines immediately following the disaster. However, discussions with the State on the need to establish deadlines should begin early.

Remember, the time extension authority given to the State applies only to disaster-related debris. That authority does not apply to curbside pick-up of non-disaster debris, or to reconstruction debris.

Appendix K

Removal of Eligible Debris from Private Property

Public Assistance Debris Operations Job Aid (FEMA 9580.1)

Removal of Eligible Debris from Private Property

A discussion of eligibility for removal of debris from private property is contained in the Debris Management Guide, FEMA Publication 325; however, issues regarding such removal are common. In particular, problems may arise regarding the definitions of: “public health and safety” and “economic recovery” related to debris on private property. Removal of debris from private property is primarily the responsibility of the individual property owner, aided by insurance settlements or volunteer organizations.

- Ensure that the term “economic recovery of the affected areas” is not being misapplied. Use of this criterion is normally restricted to the removal of disaster-related debris from large commercial areas to expedite restoration of the economic viability of the affected community.
- Ensure that all applicants (Note: Applicants as applied here would be the County Council for Public Assistance through FEMA) are aware that only FEMA makes eligibility determinations regarding removal of debris from private property.
- Ensure that all applicants are aware of the limitation of debris removal from private property early in the disaster.
- If FEMA determines that debris is so widespread that removal from private property is appropriate, ensure that the eligible applicant understands the requirement to collect any insurance proceeds that covers the debris removal. These proceeds must be reported to FEMA, and that amount de-obligated from the appropriate Solid waste sheet (PW of the PA application).
- Ensure that the determination that “a public health and safety issue exists” is not based on building codes. Generally, the determination would be based on ordinances related to condemnation. Additionally, most such ordinances require that the applicant place a lien on the property for re-couplement of demolition and debris removal costs. If so, that amount should be treated similar to insurance proceeds, and de-obligated.
- Ensure that there is a clear understanding that a public health and safety hazard must exist for the removal of the debris to be eligible. Again, the final determination for the eligibility of debris removal from private property is a FEMA responsibility.
- Demolition of a structure is not always the most cost-effective health and safety alternative. For “attractive nuisances,” where structural integrity has not been compromised, cleaning and securing the facility may be the best alternative.
- Concrete slabs or foundation-on-grade do not present a health or safety hazard to the general public except in very unusual circumstance, such as erosion under a concrete slab on a hillside.
- Broken slabs, or slabs incapable of supporting a new structure, do not constitute a public health or safety hazard. They are more appropriately part of the reconstruction

of the facility, and concrete slabs that are removed for reconstruction purposes are not eligible for removal as disaster-related debris, even when brought to the curbside.

- The cost of removing substantially damaged structures, as well as associated slabs, driveways, fencing, garages, sheds, and similar appurtenances, are eligible when the property is part of a Section 404 Hazard Mitigation buyout and relocation project. Review the *Policy on Demolition of Private and Public Facilities*, November 9, 1999.

Appendix L
Counties
RIGHT OF ENTRY AGREEMENT
Private Property

**INSTRUCTIONS FOR COMPLETING THE DEBRIS REMOVAL RIGHT-OF-ENTRY
AND HOLD HARMLESS AGREEMENT:**

Step One:

Print the Right of Entry and Hold Harmless Agreement for Debris Removal.

Write in the name of the Gated Community, Home Owners Association (HOA) and/or Property Owners Association (POA).

If the roadway is not controlled by HOA / POA, insert the name of the owner of the roadway.

If the ownership of the roadway is unknown, write in the name of an individual property owner that the roadway serves as access for.

Step Two:

Write in the actual name of the road or roads within the subdivision or serving as access for the properties. (If you need more room for the road names, please include on separate sheet of paper and include the sheet with your submittal.)

Step Three:

Confirm in “Duplication of Benefits” if your HOA or POA has or will receive any compensation for the demolition or debris removal from any other source.

Step Four:

Complete the Owner section at the bottom of the form. For HOA or POA, the form needs to be signed by the President or Vice President of the HOA or POA.

If not HOA or POA owned, then actual name of the owner of the road, as shown in Step One on the form.

If road owner is unknown, then the individual, as shown in Step One on the form.

Ensure the form has a telephone number and/or an email address for contact purposes.

Step Four:

Send completed and signed form to Brunswick County at:

By Email: micki.bozeman@brunswickcountync.gov
By Fax: (910) 253-2539
By Mail: **Micki Bozeman**
Solid Waste & Recycling Coordinator
PO Box 249
Bolivia, NC 28422

RIGHT OF ENTRY AND HOLD HARMLESS AGREEMENT FOR DEBRIS REMOVAL

For the purpose of removal of hurricane debris(s) as a result of a hurricane including, without limitation, Hurricane Florence, that lies on private roadways and curbs owned or managed by the following Home Owners Association (HOA), Owner, or Tenant:

("Owner") hereby permits Brunswick County, its officers, employees, agents, contractors or subcontractors ("County") to enter upon Owner's property commonly identified as the following Road Name(s):

("Premises"), subject to all licenses, easements, encumbrances and claims of the title affecting the Premises upon the following terms and conditions:

RIGHT OF ENTRY: I certify that I am the owner or the owner's authorized agent of the above described property, and that I have the legal authority to enter into this Agreement. I grant freely and without coercion the right of access and entry to said property to representatives of the Federal Emergency Management Agency (FEMA), North Carolina Department of Public Safety, Division of Emergency Management (NCDEM), Brunswick County, North Carolina, its agents, contractors and subcontractors, to inspect the property for purposes of determining whether disaster-generated debris is eligible for removal under FEMA'S Private Property Debris Removal programs and to monitor that removal, and to Brunswick County, North Carolina, its agents, contractors and subcontractors for the purpose of removing and/or clearing disaster-generated debris from the property.

HOLD HARMLESS: I understand that this Agreement/Permit is not an obligation upon the government to perform debris removal. I agree to hold harmless the United States Government, FEMA, Brunswick County, North Carolina and any of their agencies, agents, contractors, and subcontractors, for damages of any type whatsoever, either to the

above-described property and/or any improvements on, or a part of the property, or to persons situated thereon. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of the above entities while removing disaster-generated debris from the property. I will mark sewer lines, septic tanks, water lines and utilities located on the property.

DUPLICATION OF BENEFITS: Owner (___ has, ___ has not) and (___ will, ___ will not) receive(d) any compensation for the demolition or debris removal from any other source including Small Business Administration (SBA), property insurance, individual and family grant program or any other public assistance program. Owner understands that all disaster related funding, including that for debris removal from private property, is subject to audit.

HOA/POA MANAGER:

Printed Name: _____

Signature: _____

Daytime Telephone No.: _____

Email: _____

WITNESS:

Printed Name: _____

Signature: _____

Appendix M

Emergency Routes

1. Roads with an average daily traffic count greater than 5,000 vehicles daily.
2. Roads with an average daily traffic count between 4,000 and 5,000 vehicles daily.
3. Roads with an average daily traffic count between 3,000 and 4,000 vehicles daily.
4. Roads with an average daily traffic count between 2,000 and 3,000 vehicles daily.
5. Roads with an average daily traffic count between 1,000 and 2,000 vehicles daily.
6. Roads with an average daily traffic count less than 1,000 vehicles daily.

Appendix N

Recycling Vendor Point of Contact

Brunswick County will take all of its metal materials to the Brunswick County C&D Landfill for recycling. The county has a contracted company who will pick up all collected metal material from the site.

Appendix O

Hazardous Waste Vendor Point of Contact

Primary Contractor

Southern Disaster Recovery

222 Rice Mill Circle

Sunset Beach, NC 28468

864-469-9776

Secondary Contractor

Ceres Environmental

6968 Professional Parkway East

Sarasota, Florida 34240

800-218-4424

Appendix P

FEMA FACT SHEET

“Eligibility of Hazardous Stump Removal”

Date Published: May 16, 2005

This fact sheet provides guidance on the eligibility of extracting, transporting and disposing of hazardous tree stumps and root balls that were created by a disaster event. FEMA will reimburse applicants a reasonable cost on a per stump basis for stumps larger than 24 inches in diameter that are extracted from the public right-of-way. FEMA will reimburse the removal of all other stumps on a cubic yard basis using the attached Stump Conversion Table.

When a disaster event uproots a tree (i.e. 50% of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance to extract, remove and dispose of the eligible stump and root ball and filling of the root cavity. FEMA will reimburse applicants reasonable costs for extracting, transporting and disposing of eligible stumps and root balls that FEMA, the State and applicant approve in advance using the attached Hazardous Stump Worksheet. FEMA will reimburse applicants for eligible stumps on a per stump basis for stumps larger than 24 inches in diameter (measured two feet from the ground). This recognizes that different equipment may be required to extract, transport and dispose of these sizes of stumps. Stumps with diameters of 24 inches and smaller do not require special equipment to extract, transport and dispose of. Therefore, FEMA will reimburse applicant stumps with diameters of 24 inches and smaller at the unit cost rate for regular debris using the attached Stump Conversion Table. FEMA will not reimburse applicants for stumps and root balls that were not approved in advance.

FEMA will reimburse applicants at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, that are placed on the rights-of-way by others (i.e. contractors did not extract them from public property or property of eligible Private Non-Profit organization). In these instances, applicants do not incur additional cost to remove these stumps – the equipment is used to pick up “regular” debris can be used to pick up these stumps. If an applicant believes that it will incur additional costs in removing large stumps from the rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to FEMA in advance for approval.

FEMA does not consider stumps with less than 50% of their root ball exposed to be hazardous. Therefore, the removal of these stumps is not eligible for reimbursement. FEMA will reimburse applicants the cost to cut the stump at ground level.

This fact sheet clarifies guidance on stumps contained in FEMA 325, dated April 1999.

Appendix Q

DAILY HAUL RECORD

DAILY REPORT					
County Transportation Shop: _____				DATE OF REPORT:	
Truck No.	Location of Work	Local Collection Site Trips	Landfill Trips	Weight Total Tons	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
		DAILY TOTALS			

LOAD TICKET

B. LOAD TICKET		
TICKET NUMBER:		
CONTRACT NUMBER		
CONTRACTOR		
DATE:		
DEBRIS QUANTITY		
Truck No:	Capacity (CY):	
Load Size (CY):	Tons:	
Truck Driver:		
DEBRIS CLASSIFICATION		
	Burnable	
	Non-Burnable	
	Mixed	
	Other	
LOCATION		
Section/Area:	Dumpsite	
	Time	Inspector
Loading		
Dumping		
Eligibility (Y/N):	Original: [County] [City] [State] Yellow: Contractor Pink: Driver Gold: FEMA	

Appendix R

Municipality Solid Waste Point of Contacts

Municipality	Phone Number
Bald Head Island	(910) 457-9700
Belville	(910) 371-2456
Boiling Spring Lakes	(910) 363-0025
Bolivia	(910) 253-5303
Calabash	(910) 579-6747
Carolina Shores	(910) 575-4877
Caswell Beach	(910) 278-5471
Holden Beach	(910) 842-6488
Leland	(910) 371-0148
Navassa	(910) 371-2432
Northwest	(910) 655-3110
Oak Island	(910) 278-5011
Ocean Isle Beach	(910) 579-2166
Sandy Creek	(910) 655-3153
Shalotte	(910) 754-4032
Southport	(910) 457-7900
St. James	(910) 253-4730
Sunset Beach	(910) 579-6297
Varnamtown	(910) 842-3095

Appendix S

Public Information Office Media Contacts

Public Information Office Media Contacts

Television: WWAY, WECT

Radio: WWQQ

Free Lance: Wilmington Star News, Brunswick Beacon, State Port Pilot

Website: www.brunswickcountync.gov

Social Media: Facebook, Twitter, Nextdoor

Newsletter: Brunswick County Solid Waste e-Newsletter

Appendix T

Pre-scripted information for public dissemination

MEDIA RELEASE

Date:

Point of Contact:

This news release is designed to inform the general public and to place emphasis on actions the public can perform to expedite the cleanup process by separating burnable and non-burnable debris, segregating household hazardous waste; placing debris at the curbside; keeping debris piles away from fire hydrants and valves, reporting locations of illegal dump sites or incidents of illegal dumping and segregating recyclable materials.

Questions or comments concerning storm debris cleanup efforts should be directed to the Brunswick County Operation Services at 253-2515.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX-E-N-D-XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Appendix U

Safety Standards and Requirements

Health and Safety Plan and Procedures

The county or contractor's safety officers are responsible for coordinating safe work procedures for responders involved in disaster debris removal. The Safety Officers will conduct risk assessments and establish control measures to minimize the hazards employees face when responding to an emergency. Compliance strategies may also require coordination with the Workers Compensation Board (WCB) where a variance may be required for situations that constitute extraordinary circumstances and awareness of requirements for WCB coverage, insurance and liability protection for workers and volunteers. The following issues regarding health and safety are addressed:

1. Communication

All federally declared disasters or Incidents of National Interest, whether naturally occurring or caused by Weapons of Mass Destruction or Terrorist Activities, will be coordinated through the Incident Command System.

2. Identification of Hazardous Materials associated with Construction

Materials Many buildings and structures were constructed using Asbestos Containing Materials (ACM) and/or Lead Coated/containing Materials (LCM). During demolition and debris removal these materials can become airborne and pose a potential hazard for employee exposure. To ensure employees are not exposed in excess of the Permissible Exposure Limits (PEL) for asbestos and lead, the supervisor in charge of the debris removal staff will contact the Safety Engineer from PW or the Safety Administrator from Personnel to conduct an on-site inspection of the material to be removed to ensure that it does not contain ACM and/or LCM. In the event of a catastrophe of National Significance it is very likely that identification of ACM and LCM would be too difficult and time consuming, if not impossible. IN this event, the Safety Engineer and/or Safety Administrator will arrange for Industrial Hygiene (IH) staff or qualified environmental consultants to conduct exposure assessments to ensure employees are not exposed at or above the Cal-OSHA PEL for asbestos and/or lead. Where exposure exceeds the PEL, the IH staff or environmental consultant will institute administrative controls, engineering controls, work practices and/or special equipment to reduce exposure below the PEL. Work will stop any time any chemicals used or stored in the workplace are encountered during debris removal. The Safety Engineer, IH or environmental consultant will identify or arrange for identification of any and all chemicals found at the worksite as well as arrange for their removal and/or disposal if deemed necessary.

3. Personnel Protective Equipment and Worksite Safety

All normally required PPE such as but not limited to safety glasses, hard hats, gloves, safety vests, steel-toed work boots with steel shanks, dust masks etc. will

be worn at all times. All safety procedures that are currently utilized by PW personnel for regular debris removal will be in effect. The supervisor in charge of the debris removal team will be on site and responsible for identifying any and all hazards associated with debris removal not mentioned above and will take steps to ensure the hazards have been corrected or removed prior to proceeding with the work. At no time will supervisors or employees conduct any work that they have not been trained to perform or have not been given the proper equipment to perform. Any time the supervisor encounters a situation that is beyond the scope and capability of his staff he/she will immediately stop work and notify PW management. Management will be responsible for either providing the proper training and equipment for in-house staff to proceed or arrange for qualified contractors to complete the work. It is imperative that safety of the PW staff is paramount at all times and should never be compromised because of time, budget or any other constraints.

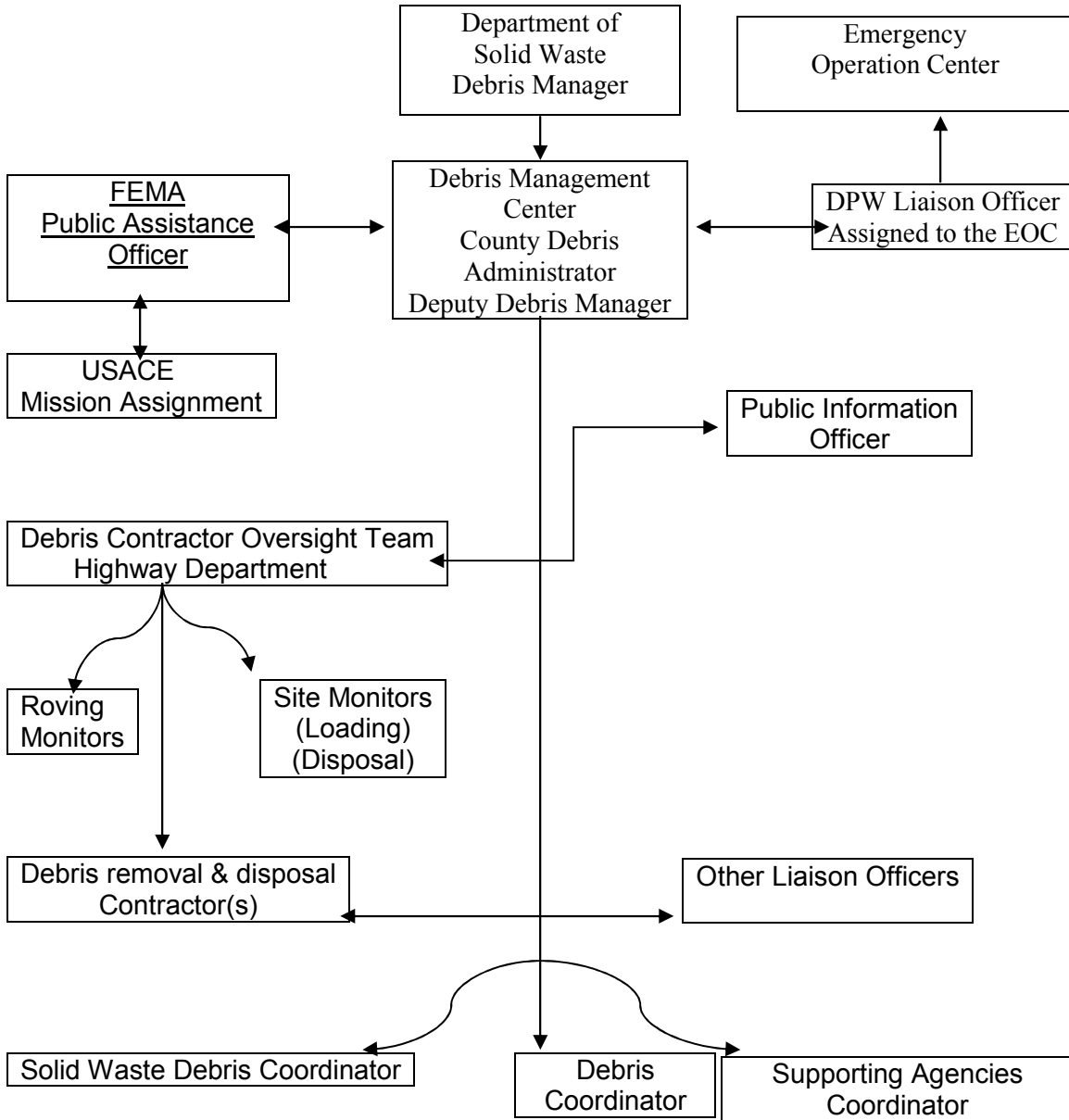
4. Management and Supervisory Responsibility

Each and every situation involving federally declared disasters is complex and fluid (i.e. ever changing)). The above information is only a general guideline and does not include the infinite number of possible safety or health hazards that could arise. It is the responsibility of the PW supervisory staff as well as PW management to ensure that, as situations arise that pose a threat to the Brunswick County employees, all work will cease immediately until reasonable safety actions have been instituted and/or all feasible hazards eliminated. Additionally, it is imperative that all Federal, State and or Local health and safety regulations are adhered to, to ensure worker safety and reduce liability. IN the event that regulations are different from one agency to another, the most restrictive regulation will take precedent.

5. A hard copy of the Occupational Safety and Health Act of North Carolina will be giving to every person who is involved.

Appendix V

Figure 1
Debris Management Center Organization
Debris Contractor Oversight Team



Appendix W

Pre-qualified Contractors

Multi-Jurisdictional Disaster Debris Management

Primary Contractor

Southern Disaster Recovery

222 Rice Mill Circle

Sunset Beach, NC 28468

864-469-9776

Secondary Contractor

Ceres Environmental

6968 Professional Parkway East

Sarasota, Florida 34240

800-218-4424

Multi-Jurisdictional Disaster Debris Support and Management

Primary Contractor

Tetra Tech

2301 Lucien Way, Suite 120

Maitland, FL 32751

321-441-8500

Secondary Contractor

Thompson Consulting

1135 Townpark Avenue, Suite 2101

Lake Mary, FL 32746

407-792-0018



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

Action Item # V. - 18.

From:
Stephanie Lewis, OS Director

Operation Services - Demolition of Old Concession Stand at
Leland Park

Issue/Action Requested:

Request that the Board of Commissioners approve demolition of the old concession stand at Leland Park.

Background/Purpose of Request:

The old concession stand at Leland park is currently used as storage by the Leland Youth Baseball league. This building was tested as part of the FY19 air quality testing and had negative results. The lowest remediation quote, without cleaning the contents, was almost \$9,400. The cost to renovate the building to prevent future moisture intrusion is estimated to be \$2,500. Due to the age of the building and the nature of the current use, the cost to remediate and renovate is high. We can demolish the building with \$600 out of pocket costs for a new electrical panel, we estimate \$2,500 in-house equipment/labor costs and will have \$300 – 400 in asbestos testing and demo permit, total out of pocket cost is estimated at \$1,000. I have been in contact with the Leland Youth Baseball League and they agree with demolishing the old concession stand. Funds are budgeted in 106132-435100 and 106132-449900.

Fiscal Impact:

Reviewed By Director of Fiscal Operations
Funds available in the current budget

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve demolition of the old concession stand at Leland Park.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

Action Item # V. - 19.

Operation Services - Tip Fee Exemption Request

From:

Stephanie Lewis, Operation Services
Director

Issue/Action Requested:

Request that the Board of Commissioners approve a tip fee exemption request at the Brunswick County Landfill for NC United Methodist Camp & Retreat Ministries.

Background/Purpose of Request:

The County has typically waived tipping fees for churches and other non-profits in the past. This organization has applied to be exempt from tipping fees. The exemption of fees applies only to the county landfill in Bolivia and does not include trash or yard debris.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners approve a tip fee exemption request at the Brunswick County Landfill for NC United Methodist Camp & Retreat Ministries.

ATTACHMENTS:

Description

- ▣ Tip Fee Exemption Request - NC United Methodist Camp & Retreat Ministries

Brunswick County Solid Waste & Recycling
P.O. Box 249, Bolivia, NC 28422
Phone (910) 253-2520 Fax (910) 253-2539



Application for Charitable Organizations to be Exempt from Tipping Fees
at the Brunswick County Transfer Station and C & D Landfill

Please complete the following form and return it to the above address. Completed applications will be reviewed by the Board of Commissioners. If approved, authorized members of your organization will receive a card that should be shown to the Scalehouse Operator at the Landfill in order to dispose of materials free of charge. Up to three officers of your organization will receive this authorization card. In order to dispose of materials for free, an authorized individual from the organization would need to show the card to the Scalehouse Operator. An authorized individual may give the card to another member of the organization as long as the authorized individual calls the Scalehouse Operator in advance. **The exemption from tipping fees does not apply to regular household trash or yard debris. Only materials from the operation of the approved organization qualify for the exemption.**

Name of Organization NC United Methodist Camp & Retreat Ministries

Address of Organization 700 Waterfield Ridge Place

Phone Number of Organization 1-888-440-9167

Please briefly describe your organization's mission is to provide recovery services to individuals and families affected by Hurricane Florence. The goal of NCCUMC Disaster Response is to see all of our fellow residents recover from the disaster.

Please briefly explain why your organization needs to be exempt from tipping fees We receive our funding through Grants. ie UMCOA, Redcross, local and state funds. by not being exempt from tipping fees we can serve more people.

Please list the name, title, home address and phone number of each officer that would be authorized to dispose of materials at the Landfill. Each of these individuals would need to read and sign this form to indicate that they understand the terms of the exemption.

Name	Title	Address	Phone	Signature
1) Steve Jeremiah	Construction	1502 Market St Wilmington	984-365-9073	[Signature]
2) Tyler Marlowe	Material Handler	1502 Market St	910-409-0293	[Signature]
3)				

Email contact: Melissa Bell melissa.bell@nccumc.org

Charitable Organization

NC United Methodist Camp & Retreat Ministries, Inc.

700 Waterfield Ridge Pl

Garner, NC 27529-0726

Phone: (919) 552-1756 Fax: None

DBA Names Chestnut Ridge Camp and Retreat Center

Rockfish Camp and Retreat Center

Don Lee Camp and Retreat Center

Contact	Contact Title	Status	Registration #
Karla Y Diener	Finance Director	Current Active	SL002724

501c Type	CSL Exemption Type	Expiration Date
501(c)(3) Charitable Organization	Not CSL Exempt	5/15/2020



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

Action Item # V. - 20.

From:
Stephanie Lewis, OS Director

Operation Services - Transfer Station Repairs

Issue/Action Requested:

Request that the Board of Commissioners approve the proposal from Dewberry Engineers Inc. (Dewberry) for the design and construction management of repairs needed to the existing transfer station.

Background/Purpose of Request:

Dewberry was selected to provide professional engineering and related technical services to support Brunswick County in the planning, development, and operation of solid waste services under a Master Agreement dated December 4, 2006. As part of the Master Agreement, Dewberry proposes Task 53 - New Transfer Station - Amendment No. 1, which will provide construction drawings, contract documents, technical specifications, and permit applications for the repairs to the existing transfer station. Bidding and construction administration services will also be provided. Total fees for the scope of services provided by Amendment 1 are \$43,320. Funds will be provided by Waste Industries as outlined in the recently approved third amendment of the Solid Waste Collection, Transfer and Disposal agreement.

Fiscal Impact:

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates the \$400,000 in Miscellaneous Revenue for the repairs needed per agreement

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners approve the proposal from Dewberry Engineers Inc. (Dewberry) for the design and construction management of repairs needed to the existing transfer station.

ATTACHMENTS:

Description

- Task 53 - New Transfer Station - Amendment No. 1
- Waste Industries Third Amendment
- 20200121 Budget Amendment Waste Industries Transfer Station Repair.pdf



Dewberry Engineers Inc. | 919.881.9939
2610 Wycliff Road, Suite 410 | 919.881.9923 fax
Raleigh, NC 27607 | www.dewberry.com

December 10, 2019

Brunswick County
Ms. Stephanie Lewis
Director, Operation Services Department
P.O. Box 249
179 March 9, 1764 Drive NE
Bolivia, NC 28422

RE: Task 53 – New Transfer Station – Amendment No. 1

Dear Stephanie,

Dewberry Engineers Inc. (Dewberry) thanks you for the opportunity to present our proposal for professional engineering and technical services for the above-referenced task. This task will be performed as part of our Master Agreement to provide professional engineering and related technical services to support Brunswick County (County) in the planning, development, and operation of the solid waste services. The Master Agreement is dated December 4, 2006.

UNDERSTANDING OF THE PROJECT

As part of Task 53 for the New Transfer Station, Brunswick County desires to make selected repairs/upgrades to the existing Transfer Station. Many of these repairs/upgrades are identified in Task 48 – Transfer Station Facility Assessment, dated February 13, 2019, which was prepared by Dewberry (facility assessment). Brunswick County has completed several of the items identified in facility assessment. The County has requested that Dewberry prepare design documents for some of the remaining repairs. These remaining repairs will be bid and constructed separately from the New Transfer Station. Bidding will occur through an informal bidding process.

These services will be provided as part of Contract Amendment No. 1 to Task 53 and identified as Task 8.

SCOPE OF SERVICES

Dewberry will provide the following structural engineering design services to address remaining repairs to the existing transfer station

Design Services

1. Prepare reinforced slab overlay design for slab on grade and approach slab. Slab to support heavy equipment used to transfer waste material from floor to transfer trucks. This task is associated with recommendation No. 5.
2. Visit transfer station to confirm steel member sizes and survey locations of damaged steel members within the building. Dewberry will analyze the members and prepare repair details associated with the damaged steel members. Details for repair may include select demolition, retrofit, or complete replacement depending on the member location and structural stability of the entire support system. This task is associated with recommendation No. 5 through 14.

Ms. Stephanie Lewis
Brunswick County
Task 53 – New Transfer Station – Amendment No. 1
December 10, 2019

3. Prepare plans indicating locations of structural siding repairs requiring replacement.
4. Design repairs for concrete push walls and barrier. Prepare demolition plans and repair details to replace the damaged concrete walls and barrier. This task is associated with recommendation No. 25 and 26.
5. Dewberry may provide up to two (2) plan revisions after submittal of the signed and sealed construction plans.

The following deliverables shall be provided under the structural scope of services:

1. Final Plans, Specifications and Opinion of Probable Cost – Plans from the 95% plans for review will be revised to incorporate resolved comments into the final plans set. Final plans will be signed and sealed by a professional engineer and issued for bid and construction. Plans shall be formatted for full size (ANSI D, 22”x 34”) sheets and delivered in both electronic format (PDF) and five (5) sets of paper copies to the client. Included in this submittal will be all applicable structural specifications, pay item list and quantities, and an opinion of probable cost utilizing construction cost data available for the region of proposed construction. Specifications, pay items and quantities, and opinion of probable cost will be delivered in electronic (PDF) format to the client.

Permitting Services

Dewberry will complete and submit the Brunswick County Commercial Building Permit application. All backup information required for the permits will be provided. Response to comments is included in the fee for this task.

Bidding Services

Dewberry will provide bidding services as part of this project. Bidding services will include the distribution of contract documents to prospective bidders, attendance and moderation of the pre-bid conference, review and response to bidder questions via the issuance of addenda, attendance and moderation of the bid opening, review of the bids to determine if bidders are responsive and responsible, preparation of the Certified Bid Tabulation, preparation of a recommendation of award letter, preparation of contracts and coordination to have contracts signed.

Construction Administration

Dewberry will provide construction administration and observation services for the new transfer station. For the purposes of this task, it has been assumed that the construction contract will have a duration of 60 or 90 days. Services will include the following:

1. Management of the construction contract – review of payment requests (3 total), change orders, review of submittals, review and respond to contractor RFIs, attendance and moderation of bi-monthly progress meetings (4 total), issuance of Notice of Award and Notice to Proceed, record drawings based on contractor markups, and contract closeout.

Ms. Stephanie Lewis
 Brunswick County
 Task 53 – New Transfer Station – Amendment No. 1
 December 10, 2019

ASSUMPTIONS

We have assumed the following items in preparing this scope of services:

1. Services not explicitly detailed above are excluded from this scope of work and shall be considered extra work to be agreed upon under a mutually acceptable agreement.
2. Analysis and design of steel members to meet current building code requirements will not be required. Members will be evaluated based on current capacity and replaced in kind.
3. Dynamic analysis of the structures will be required.

ADDITIONAL SERVICES

Any item not contained in the Scope of Services or items outlined as Exclusions will be deemed as Additional Services. Additional Services will be provided, if requested by Client, at the Standard Hourly Billing Rates included in Attachment A.

COMPENSATION

Dewberry will provide the scope of services detailed above for fees presented below. Markup on subconsultants and expenses has been set at 10%. The services details below will be provided on a lump sum basis unless otherwise noted. The table below provides a comparison of Task 53 and Task 53 Amendment No. 1.

Task	Task 53	Task 53 Amendment No. 1	Revised Task 53 Total
Survey Services	\$3,995	-	\$3,995
Geotechnical Services	\$20,900	(\$14,400)	\$6,500
Design Services	\$226,100	\$34,620	\$260,720
Permitting Services	\$21,420	\$2,500	\$23,920
Bidding Services	\$12,330	\$8,000	\$20,330
Construction Administration	\$49,620	\$12,000	\$61,620
Reimbursables	\$2,000 Not to Exceed	\$600 Not to Exceed	\$2,600 Not to Exceed
Total	\$336,365	\$43,320	\$379,685

SCHEDULE

Dewberry will complete the scope of services associated with Amendment No. 1 detailed above based on the schedule detailed below. Dates noted are proposed completion dates

DesignJanuary 10, 2020
 Bidding.....February 1, 2020
 Construction AdministrationApril 1, 2020



Ms. Stephanie Lewis
Brunswick County
Task 53 – New Transfer Station – Amendment No. 1
December 10, 2019

TERMS & CONDITIONS:

Dewberry will provide the above services based on our current Engineering, Architectural, and Related Professional Services Agreement, dated December 4, 2006.

Please execute and return one original copy of this proposal for professional services. If you have any questions concerning this proposal feel free to call. We look forward to providing services to you on this project.

Sincerely,

Dewberry Engineers Inc.



Matthew B. West, P.E., LEED AP BD+C
Senior Associate

Enclosures: Attachment A – Standard Hourly Billing Rate Schedule (July 27, 2019)

The scope of services, terms, and conditions of this Letter Agreement are accepted.

Brunswick County, North Carolina
Print/Type Individual Firm or corporate Name

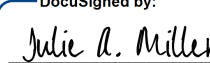
Signature of Authorized Representative Date

Frank L. Williams, Chairman - Brunswick County Board of Commissioners
Print/Type Name of Authorized Representative

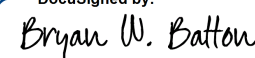
Dewberry is an equal opportunity employer and as such complied with Section 202 of Executive Order 11246 as amended.

Z:\Steamtown\Proposals & SOQs\Brunswick County\2019.10.16 - Task 53 - New Transfer Station\2019.12.04 - Task 53 - Amendmenet No. 1 New Transfer Station - EBS.docx

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

DocuSigned by:

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

APPROVED AS TO FORM

DocuSigned by:

Bryan W. Batton, Asst. County Attorney
Brunswick County, North Carolina

Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
Professional	
Principal	\$290.00
Architect I,II,III	\$90.00, \$105.00, \$125.00
Architect IV,V,VI	\$135.00, \$150.00, \$170.00
Architect VII,VIII,IX	\$190.00, \$200.00, \$220.00
Interior Designer I,II,III,IV	\$85.00, \$95.00, \$110.00, \$150.00
Engineer I,II,III	\$110.00, \$120.00, \$135.00
Engineer IV,V,VI	\$150.00, \$170.00, \$195.00
Engineer VII,VIII,IX	\$210.00, \$225.00, \$240.00
Professional I, II, III	\$95.00, \$115.00, \$135.00
Professional IV, V, VI	\$150.00, \$160.00, \$175.00
Professional VII, VIII, IX	\$190.00, \$215.00, \$235.00
Technical	
Geographer/GIS I,II,III	\$85.00, \$95.00, \$110.00
Geographer/GIS IV,V,VI	\$130.00, \$140.00, \$150.00
Geographer/GIS VII,VIII,IX	\$180.00, \$200.00, \$225.00
Designer I,II,III	\$105.00, \$120.00, \$140.00
Designer IV,V,VI	\$155.00, \$175.00, \$200.00
CADD Technician I,II,III,IV	\$75.00, \$90.00, \$105.00, \$125.00
Surveyor I,II,III	\$60.00, \$75.00, \$90.00
Surveyor IV,V,VI	\$105.00, \$110.00, \$125.00
Surveyor VII,VIII,IX	\$140.00, \$165.00, \$185.00
Technical I,II,III	\$75.00, \$90.00, \$110.00
Technical IV, V, VI	\$115.00, \$130.00, \$150.00
Construction	
Construction Professional I,II,III	\$120.00, \$140.00, \$165.00
Construction Professional IV,V,VI	\$185.00, \$210.00, \$225.00
Inspector I,II,III	\$80.00, \$105.00, \$125.00
Inspector IV,V,VI	\$135.00, \$145.00, \$160.00
Survey Field Crews	
Fully Equipped 1, 2, 3, 4 Person Crews	\$125.00, \$155.00, \$185.00, \$215.00
With Laser Scanner 1, 2 Person	\$175.00, \$205.00
Administration	
Admin Professional I,II,III,IV	\$70.00, \$90.00, \$105.00, \$135.00
Non-Labor Direct Costs	Cost + 15%

** Company Confidential and Proprietary

**THIRD AMENDMENT AND EXTENSION OF
SOLID WASTE COLLECTION, TRANSFER AND DISPOSAL AGREEMENT**

THIS THIRD AMENDMENT AND EXTENSION OF SOLID WASTE COLLECTION, TRANSFER AND DISPOSAL AGREEMENT (this "Extension") is made and entered into this 16th day of December 2019 by and between WASTE INDUSTRIES, LLC dba GFL Environmental ("WI"), and BRUNSWICK COUNTY, NORTH CAROLINA (the "County").

RECITALS

A. WI and the County are parties to Solid Waste Collection, Transfer and Disposal Agreement dated April 16, 2012 as previously amended (the "Agreement").

B. WI and the County agree that it would be mutually beneficial for certain renovations to be completed to the transfer station located at 172 Land Fill Rd NE, Bolivia, NC 28422 (the "Transfer Station").

C. WI is willing to make payment to the County to be used for the purposes of renovating the transfer station in exchange of the term of the Agreement, and the County is agreeable to such extension, as further set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Upon execution of this Extension, WI agrees to pay the County \$400,000 (the "Transfer Station Renovation Funds") to be used by the County for renovation of the Transfer Station. The County agrees to move forward with such renovations in a timely manner and to use the Transfer Station Renovation Funds for such purpose. The County will oversee the renovations of the Transfer Station and will ensure that the work is done in a workmanlike manner in accordance with industry standards.

2. Section 6.1 of the Agreement is hereby amended by deleting reference to June 30, 2023 with and replacing it with reference to June 30, 2028, such that the term of the Agreement now extends through June 30, 2028.

3. Except as specifically modified herein, the Agreement shall remain in full force and effect as written. Capitalized terms used and not otherwise defined herein will have the meanings set forth in the Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, this First Amendment and Extension of Solid Waste Collection, Transfer and Disposal Agreement is executed and delivered on behalf of the undersigned by their duly authorized representatives as of the date first set forth above.

BRUNSWICK COUNTY, NC

ATTEST:

DocuSigned by:
By: Andrea White
Name: Andrea White
Title: Clerk to the Board

DocuSigned by:
By: [Signature]
Name: Frank L. Williams
Title: Chairman, Board of Commissioners

WASTE INDUSTRIES, LLC

ATTEST:

DocuSigned by:
By: Tracy Nash
Name: Tracy Nash
Title: Office Administrator

DocuSigned by:
By: Allen Thiempont
Name: Allen Thiempont
Title: General Manager

APPROVED AS TO FORM

DocuSigned by:
Bryan W. Batton
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, North Carolina

"This Instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act"
[Signature]
Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

Certificate Of Completion

Envelope Id: 00EB4DC2C5E042D0BE8BB7C69A743D11	Status: Completed
Subject: iContracts - Signature Request on Document(s). Contract 730995 - Waste Industries Inc. - Third Amend	
Source Envelope:	
Document Pages: 2	Signatures: 5
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Laura Hughes
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	laura.hughes@brunswickcountync.gov
	IP Address: 184.72.220.3

Record Tracking

Status: Original	Holder: Laura Hughes	Location: DocuSign
12/18/2019 11:05:34 AM	laura.hughes@brunswickcountync.gov	

Signer Events

Allen Thienpont
 allen.thienpont@gflenv.com
 General Manager
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Tracey Nash
 tracey.nash@gflenv.com
 Office Administrator
 Security Level: Email, Account Authentication (None)

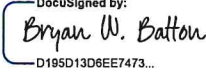
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
Bryan W. Batton
 bryan.batton@brunswickcountync.gov
 Asst. County Attorney
 Brunswick County Government
 Security Level: Email, Account Authentication (None)

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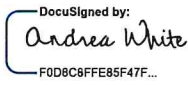
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Frank Williams
 commissioner.williams@brunswickcountync.gov
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signer Events	Signature	Timestamp
Andrea White andrea.white@brunswickcountync.gov Brunswick County MIS Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: Andrea White F0D8C8FFE85F47F...</p> Signature Adoption: Pre-selected Style Using IP Address: 216.99.123.2	Sent: 12/18/2019 5:44:06 PM Viewed: 12/19/2019 8:50:54 AM Signed: 12/19/2019 8:51:04 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Andrea G. White andrea.white@brunswickcountync.gov Brunswick County MIS Security Level: Email, Account Authentication (None)	 <p>Using IP Address: 216.99.123.2</p>	Sent: 12/18/2019 1:20:59 PM Viewed: 12/18/2019 1:23:50 PM Completed: 12/18/2019 1:24:40 PM
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Andrea G. White andrea.white@brunswickcountync.gov Brunswick County MIS Security Level: Email, Account Authentication (None)		Sent: 12/19/2019 8:51:06 AM
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Jared Galloway jared.galloway@brunswickcountync.gov Security Level: Email, Account Authentication (None)		Sent: 12/19/2019 8:51:07 AM
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Electronic Record and Signature Disclosure:
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	12/19/2019 8:51:07 AM
Signing Complete	Security Checked	12/19/2019 8:51:07 AM
Completed	Security Checked	12/19/2019 8:51:07 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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From time to time, Brunswick County MIS (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Brunswick County MIS:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kathy.davis@brunswickcountync.gov

To advise Brunswick County MIS of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kathy.davis@brunswickcountync.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Brunswick County MIS

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kathy.davis@brunswickcountync.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Brunswick County MIS

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kathy.davis@brunswickcountync.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Brunswick County MIS as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Brunswick County MIS during the course of my relationship with you.

Request Info	
Type	Budget Amendment
Description	Waste Industries Repair Maint
Justification	Board Meeting 1/21/2020-Appropriate \$400,000 of miscellaneous revenues for repair and maintenance buildings as approved with third amendment with Waste Industries approved at the 12-19-2019 Board of Commissioners meeting.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104720	383900	Solid Waste	Miscellaneous Revenues	400000	Increase	Credit
104720	435100	Solid Waste	Repair and Maint - Building	400000	Increase	Debit

Total	
Grand Total:	800000



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

From:
Aaron Perkins, Director of Parks &
Recreation

Action Item # V. - 21.

Parks & Recreation – Smithville Park Concession Stand/
Restroom Building

Issue/Action Requested:

Request that the Board of Commissioners approve proposal agreement with Smith-Carolina Corporation in the amount of \$93,500 for a concession stand/restroom building for Smithville Park.

Background/Purpose of Request:

Due to the proximity of the restrooms, staff has received citizens' concerns for the safety of children and other user groups having to cross the drive isle and parking lot to use the restrooms. Staff requested quotes from pre-manufacture Concession Stand Companies, however, due to the lack of companies that pre-manufacture concession stand buildings, staff only received two quotes.

The contract with Smith-Carolina Corporation with Easi Set, in the amount of \$93,500.00, includes building, plumbing, electrical, doors, windows, hardware, bathroom and accessories.

A tabulation of proposals is included to support the following recommended award: Smith-Carolina Corporation: \$93,500.00

Fiscal Impact:

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

Approved By County Attorney:

County Manager's Recommendation:

Recommend the Board of Commissioners approve proposal agreement with Smith-Carolina Corporation in the amount of \$93,500 for a concession stand/restroom building for Smithville Park.

ATTACHMENTS:

Description

- ☐ Bid Tab
- ☐ Contract Exhibit
- ☐ Smith Carolina Contract

Navassa Park

Pre Fabricated Concession Stand with Restrooms Building Only

Company			Total Turn Key Price
Easi Set			\$ 93,500.00
Romtec			\$ 175,000.00

EXHIBIT "A"
SCOPE OF SERVICES/COSTS

SMITH – CAROLINA
EXCELLENCE IN PRECAST CONCRETE



Smith - Carolina Corporation
2574 Highway 65 W
Reidsville, NC 27320
(336) 349-2905 Fax: (336) 342-1335
jsweigard@smith-carolina.com

DATE: September 26, 2019

PROPOSAL

TO: Brunswick Co. Parks & Recreation

ATTN: Aaron Perkins aaron.perkins@brunswickcountync.gov
(910) 253-2676

PROJECT: Precast Concrete Restroom/Concession Building, Smithville Park
Concession Stand with Restroom Brunswick Co. NC

ARCH: Private Plans

We propose to furnish and erect on your prepared site, one (1) 20'-0" x 24'-0" x 9'-10" high (two (2) assembled modular sections) "EASI-SET" precast concrete ADA compliant restroom & concession building, all in accordance with the following specifications for the sum of:

NINETY THREE THOUSAND FIVE HUNDRED DOLLARS ----- \$93,500.00

SPECIFICATIONS:

1. The building will include the following:
 - A. Form Liner simulated Split rock face block exterior wall finish, 8" x 16" overlapping pattern. Interior wall finish smooth trowel finished. Entire exterior wall face stained with H&C Concrete Stain, color chart provided for County's color selection
 - B. Interior restroom walls and ceiling form finish.
 - C. 3" thick exterior wall panels, 8'-0" high side wall panels and 9'-0" high-end wall panels.
 - D. 5" thick floor slab, two sections 12'-0" x 20'-0" post-tensioned together.
 - E. 3" thick restroom wall partitions, form finished on one side the opposite side hand troweled
 - F. 5" thick roof slabs, four sections post-tensioned together with a 3-inch overhang, typical. Connecting roof slab keyways filled with non-shrink grout and exterior joints sealed with joint sealer with stainless steel ridge cap.
 - G. Two (2) screened aluminum vents, 5" x 17", one cast in each exterior restroom walls
 - H. Restroom interior walls and ceiling finish, painted with an off-white paint. Floor area to be sealed with concrete stain with anti-resistant additive.

- I. Steel angles; bolted and welded for anchoring precast panel connections
- J. All precast joints caulked interior & exterior with Sonneborn Sonolastic NP- I manufactures standard color caulking.
- K. Void cast in each restroom floor for floor drain, installation of floor drain and drain system shall be by others.
- L. Opening cast in wall panel for concession window
- M. Precast concrete counter shelf installed in concession window.
- N. One (1) 10' -0" wide by 2' -7 1/2" high aluminum coiling concession counter door.
- O. Submittal package for County approval prior to production including; plans, elevations, and specifications for hardware and any other special equipment.
- P. Engineering design calculations for approval.
- Q. All shipping and crane costs to deliver and off-load the assembled modular building sections.
- R. Accessories in each restroom:
 - 1. One (1) Bradley 5402 stainless steel 2-roll tissue paper holder/dispenser.
 - 2. One (1) 18", 36" & 42" stainless steel grab bars in handicap stalls.
 - 3. One (1) Rockwood ADA black plastic handicapped signage.
 - 4. One (1) Bradley 18" x 36" stainless steel mirror.
- S. Electrical items:
 - 1. One (1) 4'-0" two-tube ceiling mounted HO fluorescent light fixture (with single pole wall switch) in each restroom area.
 - 2. Eight (8) single pole duplex receptacles in concession area.
 - 3. Three (3) 4'-0" two-tube ceiling mounted HO fluorescent light fixture (with single pole wall switch) in concession area.
 - 4. One (1) 4' -0" two-tube ceiling mounted HO fluorescent light fixture (with single pole wall switch) in the chase area.
 - 5. One (1) duplex receptacle in chase area.
 - 6. Four (4) wall mounted exterior light fixtures with one single pole switch in interior of concession area.
 - 7. One (1) 100-amp single pole breaker panel with breakers for supplied circuits.
 - 8. All electrical devices/fixtures will be copper wire in EMT conduit surface mounted.
- T. Plumbing fixtures (porcelain fixtures):
 - 1. One (1) wall hung exposed flush valve water closet, (men's).
 - 2. Two (2) wall hung exposed flush valve water closet, (women's)
 - 3. One (1) wall hung exposed flush valve urinal, (men's)
 - 4. One (1) wall mounted lavatory with metering faucets, (men's & women's)
 - 5. Complete PVC drain system (connection to sites sewer/septic system by others).
 - 6. Complete water supply system (connection to water supply by others).
 - 7. A shut-off valve and drain will be provided with each plumbing fixture.
 - 8. All plumbing concealed in the chase area.

U. Stall Dividers (plastic laminated):

1. One (1) handicapped toilet partition, (men's & women's).
2. One (1) standard stall toilet partition, (women's).
3. One (1) wall hung urinal screen, (men's)

V. Doors:

Two (2) 3'-0" x 6'-8" x 1 3/4" full flush restroom doors and one- 2'-0" x 6' -8" x 1 3/4",chase door, 18 gauge galvanized steel with 16 gauge galvanized steel door frames.

Door Hardware Restroom/Concession Doors:

1. Stanley FBB 179-USP-NRP mortise hinges
2. Schlage B660 classroom deadlock 626 finish
3. Rockwood 105X70C 32D finish pull plates (4" x 16") on exterior face
4. Rockwood 70C 32D finish push plates (4" x 16") on interior face
5. Rockwood 70C 32D finish push plates (4" x 16") on interior face
6. Donna 8616 DS AL door closers
6. National Guard 198NA aluminum door sweeps
7. Ives WS445 US26D stop/hold stops
8. National Guard 12" x 12" fixed blade louver

Door Hardware Chase Door:

- 1 Stanley FBB 179-USP-NRP mortise hinge
2. Falcon B51 ID 626 lever lock
3. National Guard 16AD aluminum rain drip
4. National Guard 893AV aluminum threshold
5. Ives WS445 US26D stop/hold stops

Doors, frames, and hinges factory primed and top coated with Sherwin Williams Protective and Marine Coatings paint, color chart provided for County color selection

2. Items furnished by County:

1. Building permits and fees.
 2. The level, compacted, crushed stone base, prepared prior to Smith-Carolina's arrival to the job site. A delivery site pad recommendation is attached to this Proposal for your review.
 3. All grading and site work required for plumbing and electrical connections at the site.
 4. Concession area deep sinks and plumbing supply with drain piping to chase ways prepared hookup connection. Voids provided in wall for chase way access.
 5. Connections of building sewer system and water supply. The building will have an opening in the floor chase area for making connections.
 6. Electrical service connection to buildings service panel.
 7. Restroom privacy walls.
3. A site inspection is required, prior to delivery, and must be approved by a representative of Smith-Carolina Corporation.
4. **TERMS OF PAYMENT: Smith-Carolina will submit monthly invoices for material as it is**

produced and stored on our yard, ready for shipment, the same as if it were stored at the job site. The additional payment for shipping and erection of the material will be due thirty (30) days from receipt of invoice by County.

5. County agrees to accept responsibility for all applicable taxes.
6. The building modules will be completely assembled at Smith-Carolina's plant and shipped to the job site intact, ready to set on the County's prepared pad with all site plumbing installed and stubbed up ready for the building units to be set in place.
7. The delivery site must be accessible for the delivery trucks and crane with a firm roadbed with no overhead lines or obstructions within a 75' Radius. Trucks and crane must be able to operate under their own power to within 5' of the delivery site.
8. A fee of \$300.00 per hour will be charged for waiting time of Smith-Carolina Corporation if site is not ready upon arrival.
9. This Proposal is based on Smith-Carolina Corporation providing an "EASI-SET" Precast Concrete Buildings based on "EASI-SET" standard designs. The building's design will meet and or exceed the local state building codes.

NORTH CAROLINA

**CONSTRUCTION OR REPAIR AGREEMENT
[Standard]**

BRUNSWICK COUNTY

THIS CONSTRUCTION OR REPAIR AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into 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 Smith-Carolina Corporation, (hereinafter referred to as “Contractor”), party of the second part.

WITNESSETH:

1. PROJECT; FEES

The work to be performed under this Agreement (hereinafter referred to as the “Project”) and the agreed upon fees and costs for said Project are set forth on Exhibit “A” attached hereto.

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 January 21, 2020 (the “Effective Date”) and continues in effect until June 30, 2020, 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 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 all 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. CONSTRUCTION SCHEDULE

If requested by County, Contractor shall furnish County a construction schedule setting forth planned progress of the Project broken down by the various divisions or parts of the work and by calendar days.

6. 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.

7. 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.

8. WARRANTIES

Without limiting Contractor's obligation to provide warranty or maintenance services, and in addition to any other warranties available, Contractor hereby assigns to County all of

Contractor's warranties covering any third-party goods purchased under this Agreement. Contractor will provide copies of all said warranties to County upon delivery of the goods.

9. 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.

10. 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.

11. NON-EXCLUSIVITY

Contractor acknowledges that County is not obligated to contract solely with Contractor for the work covered under this Agreement.

12. 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.

13. DEBARMENT

Contractor 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. Contractor must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

14. 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.

15. 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.

16. INSURANCE

Contractor shall procure and maintain in full force and effect at all times and at its sole cost and expense, and shall ensure that any of its subcontractors procures and maintains 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. NON-DISCRIMINATION IN EMPLOYMENT

Contractor 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. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Contractor 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 Contractor may be declared ineligible for further County agreements.

22. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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; Specifications; 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.

31. 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.

32. 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.

33. 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.

34. 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: Smith-Carolina Corporation
Attn: Roderick M. Smith
2574 NC Highway 65
Reidsville, NC 27320

35. 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.

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

By: _____
Frank Williams
Chairman

[SEAL]

SMITH-CAROLINA CORPORATION

By: _____

Printed Name: Roderick M. Smith

Title: General Manager

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

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney

EXHIBIT "A"
SCOPE OF PROJECT/FEES AND COSTS



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

Action Item # V. - 22.

From:
Elizabeth Bynum

Sheriff's Office Detention Center - SCAAP Grant Acceptance

Issue/Action Requested:

Request that the Board of Commissioners accept the BJA FY 19 State Criminal Alien Assistance Program grant in the amount of \$10,167. Award will be used to assist in detention center salaries.

Background/Purpose of Request:

Under SCAAP, the Office of Justice Programs of the U.S. Department of Justice makes payments to agencies that incur certain types of costs due to incarceration of undocumented criminal aliens during a specific 12-month reporting period. This award was for the reporting period July 1, 2017 through June 30, 2018.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners accept the BJA FY 19 State Criminal Alien Assistance Program grant in the amount of \$10,167. Award will be used to assist in detention center salaries.

ATTACHMENTS:

Description

- Grant Award Information
- SCAAP Grant Info



BJA FY 19 State Criminal Alien Assistance Program 2019-H1936-NC-AP



OMB Number: 1121-0243
Expires: 08/31/2019

[Program Requirements & Instructions](#)

Grant Number: 2020-AP-BX-1172
Jurisdiction: County of Brunswick
Vendor Number: 566000278
Award Amount: \$10,167

[GMS Home](#)

[Log Off](#)

Fiscal Year 2019 Payment Acceptance and Electronic Transfer of Funds

FY 2019 SCAAP Use of Funds List

- **Construction** ---
Construction for inmate housing, inmate programs, prison industries in ADA compliance
- **Training/Education for offender** ---
Specific trade employment skills
GED testing
Job Preparedness
- **Training for corrections officers to help manage offender population** ---
Bi-lingual language skills
Less than lethal technology training
Diversity training

Declaration and Certification to the U.S. Department of Justice as to this Payment/Drawdown Request

I declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I am the "submitting government official" as the term is used and defined in the pertinent OJP program requirements and application instruction document and have authority to make this certification on behalf of the payee; (2) I have conducted (or had conducted for me, including by the payee's legal counsel as appropriate) a diligent review of the pertinent OJP program requirements and application instruction document, all statutory requirements, and all other requirements, certifications, assurances, and conditions that appear in the pertinent State Criminal Alien Assistance Program ("SCAAP") application associated with this payment; and (3) I also have conducted (or had conducted for me) a diligent review of all other matters encompassed by this certification.

To the best of my knowledge and belief, on behalf of myself and the payee, I certify to DOJ, under penalty of perjury, that the following are true as of the date of this request: (1) The payee is in compliance with all requirements for payments under SCAAP that appear in the certifications and assurances for the SCAAP application associated with this payment ; (2) the request is accurate and complete and was provided in accordance with the requirements, definitions, and instructions set out in the pertinent OJP program requirements and application instruction document; and (3) any payment made to the payee will be used only for "correctional purposes," as required by 8 U.S.C. § 1231(i)(6).

I understand that, in making payment pursuant to this request, DOJ will rely upon this declaration and certification as a material representation. I also understand that a materially false, fictitious, or fraudulent statement in this declaration and certification or otherwise in this payment/drawdown request (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the payee to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



State Criminal Alien Assistance Program

FY 2019 Program Requirements and Application Instructions

Applications due: May 23, 2019

Under the State Criminal Alien Assistance Program (“SCAAP”), the Office of Justice Programs (“OJP”) of the U.S. Department of Justice (“DOJ”) makes payments to eligible “States” and “units of local government” that incur certain types of costs due to “incarceration” of “undocumented criminal aliens” during a particular 12-month “reporting period.”

IMPORTANT NOTE

The online SCAAP application for the FY 2019 program specifically incorporates by reference the **eligibility requirements, definitions of terms, and detailed application instructions** set out in this document. (To assist applicants, this document uses quotation marks to highlight defined terms, e.g., “State,” “unit of local government,” “undocumented criminal alien,” “eligible inmate,” “correctional purposes.”)

Before entering **any** information into the online application for the FY 2019 program, the government official who will complete and submit the application on behalf of an applicant government **MUST** carefully review this document.

Eligibility – In General

In general, a “State” or “unit of local government” is eligible to apply for a payment under the FY 2019 program if it “incarcerated” individuals in a “correctional facility” during the “reporting period” whom it either— (1) knows were “undocumented criminal aliens,” or (2) reasonably and in good faith believes were “undocumented criminal aliens.”

A detailed discussion of eligibility – including the definitions of “State” and “unit of local government” for purposes of SCAAP – appears [below](#).

Reporting Period

The “reporting period” for the FY 2019 program is July 1, 2017, through June 30, 2018

Deadlines

Application. Applications for payments under the FY 2019 program must be submitted online – and accepted by the [OJP Grants Management System](#) (“GMS”) – **no later than 6 p.m. Eastern time on May 23, 2019.**

Absent highly-unusual circumstances, OJP will **not** extend this deadline or permit an applicant government to submit its application after the application deadline. Much as in previous years, promptly after the application deadline, OJP will transmit to the U.S. Department of Homeland Security (“DHS”) the data on “eligible inmates” from all of the applications submitted to GMS before the deadline. The volume of “eligible inmates” data transmitted to DHS (and the nature and complexity of the DHS review of that data) is such that it is not possible to transmit supplemental or corrected data to DHS.

Registration in GMS. Any application must be completed and submitted by a government official with the legal authority to apply to the FY 2019 program on behalf of the chief executive of the applicant government. This “submitting government official” must be registered in [GMS](#) in order to complete and submit an application under the FY 2019 program.

Instructions on how to register in [GMS](#) and how to access the online application for the FY 2019 program appear in [Appendix A](#).

Contact Information

For assistance with the online application to the FY 2019 program or other aspects of the FY 2019 program, contact the **SCAAP Help Desk** by phone at 1-202-353-4411, or by email to SCAAP@usdoj.gov. The SCAAP Help Desk operates Monday through Friday during normal business hours (Eastern time). It is closed on federal holidays.

For assistance in accessing GMS (e.g., passwords, log-in problems), contact the **GMS Support Hotline** at 888-549-9901, option 3, or by email to GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

Posting date: 4-10-19

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State Criminal Alien Assistance Program

FY 2019 Program Requirements and Application Instructions

(CFDA # 16.606)

Program Requirements – In General

Overview

OJP's Bureau of Justice Assistance ("BJA") administers SCAAP. Under SCAAP, OJP makes payments to "States" and "units of local government" that incur certain types of costs due to "incarceration" of "undocumented criminal aliens" during a specific 12-month "reporting period."

Under the FY 2019 program, payments will be made in connection with "undocumented" aliens who had been convicted of at least one felony or two misdemeanors (typically, for violations of State or local law), and who were "incarcerated" under the legal authority of the applicant government for at least four consecutive days during the "reporting period." (Additional details are set out in later sections of this document.)

As part of an application, each applicant government provides particular information about individuals it "incarcerated" – under its own legal authority – for at least four consecutive days during the "reporting period" and who the applicant government either— (1) knows were "undocumented criminal aliens," or (2) reasonably and in good faith believes were "undocumented criminal aliens." (OJP transmits the data submitted on such individuals to DHS for a detailed review.) As part of an application, each applicant government also must provide information pertinent to its average costs of incarceration during the "reporting period."

Broadly speaking, SCAAP payments are calculated from information provided by applicant governments in online applications, information provided to OJP by DHS regarding the DHS review of data on "eligible inmates," and the amount of appropriated funds available for the SCAAP application cycle (e.g., for the FY 2019 program). All information submitted as part of an application is subject to appropriate review by OJP. An overview of the method OJP uses to calculate payments is available [here](#).

Statutory Authority

The FY 2019 program is authorized by 8 U.S.C. § 1231(i) and the Department of Justice Appropriations Act, 2019 (Public Law 116-6). See *also* 28 U.S.C. § 530C(a).

Restriction on use of SCAAP payment; associated records

As a matter of federal law, a "State" or "unit of local government" that receives a payment under the FY 2019 program must use the payment "only for correctional purposes." See 8 U.S.C. § 1231(i)(6).

“Correctional purposes.” With respect to a “[State](#)” or “[unit of local government](#),” use of a SCAAP payment for “correctional purposes” means—

- Use of the funds to pay any cost reasonably attributable to that government’s operation of a “[correctional facility](#)” for its own use, such as—
 - Salaries and wages paid to employees who work primarily and directly in the “correctional facility” (*regardless* of whether those employees are “[correctional officers](#)”)
 - Costs of employment benefits provided to (or on behalf of) employees who work directly in and for the “correctional facility”
 - The reasonably allocable portion of the salaries, wages, and benefits paid to employees who, although not primarily and directly working in and for the “correctional facility,” provide necessary services either to the correctional facility (*e.g.*, administrative support) or to the individuals “incarcerated” in the correctional facility (*e.g.*, medical care, transportation)
 - Repair, maintenance, and “overhead” (*e.g.*, utilities) costs reasonably attributable to operation of the “correctional facility.”
- Use of the funds for payments to a “[contract correctional facility](#)” that are reasonably attributable to “[incarceration](#)” of individuals in such a facility on behalf of (pursuant to the legal authority of) the pertinent “State” or “unit of local government.”
- Use of the funds for costs directly associated with (and attributable to) the “[incarceration](#)” (under the legal authority of the pertinent “State” or “unit of local government”) of aliens who are or may be “[undocumented](#),” such as the reasonable costs of activities (*e.g.*, development of policies and appropriate staff training on those policies) designed to ensure that the “State” or “unit of local government” does not restrict sending or receiving information regarding citizenship or immigration, as described in 8 U.S.C. § 1373, gives DHS agents access to “[correctional facilities](#)” in order to interview individuals believed to be aliens, and honors formal requests from DHS for advance notice of the scheduled release date and time for particular aliens being held in custody.

Maintenance of records. An applicant government that receives a payment under the FY 2019 program must, for not less than three years after the date it draws down that payment from OJP, maintain records sufficient to demonstrate that the payment was used solely for “correctional purposes,” and must make those records available to DOJ (including OJP) upon request.

Limit on request for compensation

As a matter of federal law, “no jurisdiction shall request compensation for any cost greater than the actual cost for Federal immigration and other detainees housed in State and local detention facilities.” See Department of Justice Appropriations Act, 2019 (Public Law 115-141; 132 Stat 348, 420).

Eligibility

Only a “State” or a “unit of local government” is eligible to apply, and only on its own behalf.

For purposes of the FY 2019 program—

“**State**” includes the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, the Commonwealth of the Northern Mariana Islands, and American Samoa.

“**Unit of local government**” means a political subdivision of a “State” with authority to independently establish a budget and impose taxes (typically, a “general-purpose” political subdivision of a State). The term may include a county or a municipality (e.g., city, county, town, township, village, borough, or parish). Note: A department or agency that is part of such a “unit of local government” is **not** itself considered a “unit of local government.”

Joint applications by two or more “States” or “units of local government” are **not** permitted, *even if* the application names only one State or unit of local government as the applicant. As a rule, an application must **not** incorporate or report data on either— (1) individuals held in custody by the applicant government on behalf of (pursuant to the legal authority of) another State or unit of local government, or (2) costs associated with individuals held in custody on behalf of another State or unit of local government.

Similarly, a governmental entity that is not itself a “State” or a “unit of local government” (e.g., a regional jail, special jail district, or regional jail authority or board) is **not** eligible to apply. Rather, each “State” or “unit of local government” that uses the regional facility may include (as part of in its own application) data that directly reflects its own use of the facility.

NOTIFICATION

DOJ Intent to Modify SCAAP Requirements for Future Application Cycles Part 1

Consonant with the notice given last year and consistent with its authority and discretion, including under 8 U.S.C. § 1231(i) and 28 U.S.C. § 530C(a), DOJ plans to add certain immigration-laws-related eligibility requirements to SCAAP, beginning with the FY 2020 application cycle. **Because the annual “reporting period” for the FY 2020 application cycle will begin on July 1, 2018, “States” and “units of local government” that intend to apply to the FY 2020 program should take note.**

Starting with the FY 2020 application cycle for SCAAP (and assuming that appropriated funds then are legally available), DOJ intends to require each applicant government—in order to be eligible to receive a payment—to submit a specific formal certification that encompasses the applicant’s law enforcement agency (or agencies), its corrections agency (or agencies), and the “correctional facility” (or facilities, including contract facilities) in which the applicant “incarcerates” inmates.

As currently contemplated, that certification, to be executed by the applicant government’s chief legal officer (e.g., the State Attorney General, for an application by a State), would represent to DOJ that—

- The chief legal officer has carefully reviewed each of the following sections of title 8, United States Code:
 - a. § 1226(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government “shall take into custody” certain criminal aliens “when the alien is released”);
 - b. § 1231(a) (providing that a 90-day “removal period” during which the federal government “shall” detain and then “shall” remove an alien incarcerated by a State or local government, or by the federal government, from the United States generally “begins” no later than “the date the alien is released from detention or confinement; and providing that the federal government may not “remove an alien [including “an alien in the custody of a State (or a political subdivision of a State)]” who is sentenced to imprisonment until the alien is released from imprisonment”);
 - c. § 1324(a) (forbidding any “person,” in “knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law,” to “conceal[], harbor[], or shield[] from detection, or attempt[] to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation” or to “engage in any conspiracy to commit any of the preceding acts ... or aid[] or abet[] the commission of any of the preceding acts”);
 - d. § 1357(a) (authorizing immigration officers, “anywhere in or outside the United States” (see 8 C.F.R. § 287.5(a)), to “interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States”); and
 - e. § 1366(1) & (3) (requiring the Attorney General annually to submit to Congress “a report detailing ... (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense; [and] (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal”); and
- throughout the pertinent reporting period, and as to those law enforcement and corrections agencies and correctional facilities), neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any law, rule, policy, or practice that would or does—(1) violate, or aid or abet any violation of, 8 U.S.C. § 1324(a); (2) impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a); or (3) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1226(a) or (c), 8 U.S.C. § 1231(a), or 8 U.S.C. § 1366(1) or (3).

NOTIFICATIONS

DOJ Intent to Modify SCAAP Requirements for Future Application Cycles Part 2

Consonant with the notice given last year and consistent with its authority and discretion, including under 8 U.S.C. § 1231(i) and 28 U.S.C. § 530C(a), DOJ plans to add certain immigration-laws-related eligibility requirements to SCAAP, beginning with the FY 2020 application cycle. **Because the annual “reporting period” for the FY 2020 application cycle will begin on July 1, 2018, “States” and “units of local government” that intend to apply to the FY 2020 program should take note.**

Starting with the FY 2020 application cycle for SCAAP (and assuming that appropriated funds then are legally available), DOJ intends to require each applicant government—in order to be eligible to receive a payment—to submit a specific formal certification that encompasses the applicant’s law enforcement agency (or agencies), its corrections agency (or agencies), and the “correctional facility” (or facilities, including contract facilities) in which the applicant “incarcerates” inmates.

As currently contemplated, that certification, to be executed by the applicant government’s chief legal officer (e.g., the State Attorney General, for an application by a State), would represent to DOJ that—

- The chief legal officer has carefully reviewed 8 U.S.C. § 1373(a) and (b), including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information regarding citizenship and immigration status. The chief legal officer has also reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note (“Abolition ... and Transfer of Functions”), pursuant to which references to the “Immigration and Naturalization Service” in 8 U.S.C. § 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security; and
- throughout the pertinent reporting period, and as to those law enforcement and corrections agencies and correctional facilities), neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that deals with either—(1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) or 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

NOTIFICATIONS

DOJ Intent to Modify SCAAP Requirements for Future Application Cycles Part 3

Consistent with its authority and discretion, including under 8 U.S.C. § 1231(i) and 28 U.S.C. § 530C(a), DOJ plans to add certain immigration-laws-related eligibility requirements to SCAAP, beginning with the FY 2020 application cycle. **Because the annual “reporting period” for the FY 2020 application cycle will begin on July 1, 2018, “States” and “units of local government” that intend to apply to the FY 2020 program should take note.**

Starting with the FY 2020 application cycle for SCAAP (and assuming that appropriated funds then are legally available), DOJ intends to require each applicant government—in order to be eligible to receive a payment—to submit a specific formal certification that encompasses the applicant’s law enforcement agency (or agencies), its corrections agency (or agencies), and the [“correctional facility”](#) (or facilities, including contract facilities) in which the applicant [“incarcerates”](#) inmates.

As currently contemplated, the certification, to be executed by the applicant government’s chief legal officer (e.g., the State Attorney General, for an application by a State), would represent to DOJ that the application seeks payment with respect to the incarceration of no eligible inmates other than those about whom, respectively, the applicant government notified DHS of (a) the name, (b) the release date (updated, as appropriate, from time to time), and (c) the home and work addresses, before the later of—

- 1) The end of the fourth consecutive day of his incarceration; or
- 2) October 1, 2018.

Certifications in the online application for the FY 2019 program

As part of the online application to the FY 2019 program, the “submitting government official” must make a number of detailed certifications to OJP under penalty of perjury, including formal certifications regarding the accuracy of the information being provided, its conformity with the requirements and instructions set out in this document, and the legal authority of the submitting government official to execute the certifications and to submit the application on behalf of the applicant government.

GMS is designed to reject an application to the FY 2019 program if the “submitting government official” fails to execute any of the required certifications. An application cannot and will not be considered submitted (including for purposes of the application deadline) until all of the certifications have been made.

DOJ reliance on the required certifications as material; penalties for false statements

As indicated in the text of each required certification, DOJ, including OJP, will rely on each certification submitted in connection with an application to the FY 2019 program as a material representation in any decision to make a payment.

A materially false, fictitious, or fraudulent statement to the federal government (or concealment or omission of a material fact) as part of a required certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject both the “submitting government official” and the applicant government to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). Also, certifications provided to OJP in connection with the FY 2019 program are subject to review by DOJ, including by OJP and by the DOJ Office of the Inspector General.

OJP review of applications; corrections to data (other than “eligible inmate” data)

All information submitted as part of an application is subject to appropriate review by OJP. If a properly-submitted application appears to contain errors that may be corrected by the applicant (such as inaccurate data on correctional officers or correctional facilities), OJP typically will notify the applicant via an e-mail message to the “submitting government official” and the applicant’s chief executive, using the e-mail addresses provided in the application. In such a notification, OJP may provide an applicant with an opportunity to correct the application by a particular date. In any such case, to be considered for a SCAAP payment, the applicant must make the appropriate corrections by that date.

Due to the nature and complexity of the data review by DHS, however, **no** corrections may be made to data submitted on “eligible inmates” (or “inmate records”) after the application deadline has passed.

Notification and acceptance of payment

Once the amount of any payment under the FY 2019 program has been determined, OJP will send e-mail notifications to applicants, via the SCAAP Help Desk. The notification will provide

information concerning the amount available to the applicant government, and will provide detailed instructions for online acceptance (in GMS) and drawdown of funds.

An applicant government is to complete the online acceptance process within 45 calendar days after receipt of the e-mail notice from OJP. Formal acceptance in GMS is required before any electronic transfer of funds to the applicant government.

Application Instructions (including definitions of terms)

In the SCAAP online application, each applicant government will be asked to provide specific types of information. In general, they are:

- Information on the applicant government and its “chief executive.”
- Information on the “submitting government official.”
- Financial institution and financial account information for the appropriate bank account of the applicant government.
- Data on “eligible inmates” during the “reporting period,” which may be provided **either** through direct entry of all “inmate records” in the online application **or** through upload of a single ASCII-formatted file.
- Data pertinent to the applicant government’s costs of incarceration for the “reporting period,” including information on “correctional officers” and associated salary expenditures, the total number of inmates incarcerated, and the “maximum bed count” of the applicant’s “correctional facilities.”

The “submitting government official.” The SCAAP online application may be completed and submitted **only** by an appropriate official of the applicant government. For each applicant government, there may be only **one** “submitting government official.” That “submitting government official” **must** have the legal authority to apply to the FY 2019 program on behalf of the applicant government, **must** have the necessary knowledge and information to complete the entire application accurately, and **must** in fact complete and submit **all** sections of the application. *Due diligence is required.*

The certifications within the online application vary in their precise content, but in each of them, the “submitting government official” must certify, on behalf of himself/herself and the applicant government, under penalty of perjury, that the information entered is “true and correct to the best of my knowledge and belief, based upon diligent inquiry and review” and is provided in accordance with the requirements, definitions, and instructions set out in this document. In addition, in each such certification, the submitting government official certifies that he/she has “the legal authority to make this certification to OJP, including from the chief executive of the applicant government.”

A note on printing the application screens

The “submitting government official” may wish to print (or save) a copy of each screen of the online application before the application is submitted in GMS. To do this:

In computers that use the Windows operating system:

- Hold down the Control (“Ctrl”) key
- Press the “P” key
- Select a printer to print a paper copy (or save the file to the computer)

In computers that use the Mac operating system:

- Press the “P” key
- Save the file to the computer **or**
- Select a printer to print a paper copy (or save the file to the computer)

Part I. Information on the Applicant Government and its “Chief Executive”

Information on the Applicant “State” or “Unit of Local Government”

Refer to the information above on “[Eligibility](#),” including the definitions of “[State](#)” and “[unit of local government](#),” to determine whether an interested entity is eligible to apply.

If the prospective applicant is in fact a “State” or “unit of local government,” enter the appropriate information for the applicant government in section 1 of the application.

Important: GMS may “prepopulate” (from stored GMS user data) certain information in the fields that deal with the applicant government. This “prepopulated” information may **not** be correct, and may **not** be consistent with the SCAAP program requirements and these application instructions. The “submitting government official” **must** review **all** such prepopulated information and make **all** necessary changes.

Information on the “Chief Executive” of the Applicant “State” or “Unit of Local Government

Also in section 1 of the application, enter the appropriate information for the current “chief executive” of the applicant government.

Important: As with the fields concerning the applicant government, GMS may “prepopulate” certain information in the fields that concern the applicant government’s “chief executive.” The “submitting government official” **must** review **all** such prepopulated information and make **all** necessary changes.

Note that, in virtually all cases, the chief executive of a “State” is the governor. As to “units of local government,” the title of the chief executive will vary depending on the organization of the local government, but only one individual in the local government is its “chief executive” (e.g., the mayor).

Click on the “Save Information” button to continue to the next section of the application. (If an error message appears, make the appropriate corrections, then click “Save Information” again.)

Part II. Contact Information for the Submitting Government Official

The application may be completed and submitted **only** by the “submitting government official.” Refer to the information [above](#), concerning who may be the “submitting government official.”

In section 2 of the application, enter the name and contact information for the “submitting government official.”

Important: GMS may “prepopulate” (from stored GMS user data) certain information in the fields that deal with the “submitting government official.” OJP anticipates that, **in many cases**, this “prepopulated” information will **not** be correct, and will **not** be consistent with the SCAAP program requirements and these application instructions. The “submitting government official” **must** review **all** such prepopulated information and make **all** necessary changes.

Carefully read the required certification concerning the applicant government and the “submitting government official,” specifically including the final paragraph (concerning the potential ramifications of a false, fictitious, or fraudulent statement). Determine whether the certification properly may be executed. If so, click the “certification checkbox” in section 2 of the application. As indicated earlier, an application may not be submitted to GMS unless all required certifications are executed.

Click on the “Save Information” button to continue to the next section of the application. (If an error message appears, make the appropriate corrections, then click “Save Information” again.)

Part III. Financial Institution Information for Payment to the Applicant Government

OJP will make payments under the FY 2019 program by electronic transfer. Applicant governments are reminded that, by law, any payment under the FY 2019 program must be used “only for correctional purposes.” See discussion [above](#).

In section 3 of the application, provide the required information regarding the bank account of the applicant government to which any payment under the FY 2019 program should be made.

Carefully read the required certification concerning the financial institution information. Determine whether the certification properly may be executed. If so, click the certification “checkbox” in section 3 of the application.

Click on the “Save Information” button to continue to the next section of the application. (If an error message appears, make the appropriate corrections, then click “Save Information” again.)

Part IV. Information on “Eligible Inmates”

“Eligible inmates.” Each applicant government is to provide detailed information about the individuals— (1) whom the applicant government “incarcerated” for at least four *consecutive* days during the “reporting period,” *and* (2) who the applicant government either *knows* were “undocumented criminal aliens,” **or** *reasonably and in good faith believes* were “undocumented criminal aliens.” For purposes of the application to the FY 2019 program, such individuals are referred to as **“eligible inmates.”**

Recap: An individual is an “eligible inmate” only if **all** of the following are true:

The inmate was—

- “Incarcerated” by the applicant government under its own legal authority (see definition [below](#)),

- for at least four *consecutive* days during the “[reporting period](#),” and
- the applicant government either *knows*, or *reasonably and in good faith believes*, that the inmate is an “undocumented criminal alien,” that is, that the inmate is both—
 - “undocumented” (see definition [below](#)), and
 - a “criminal alien” (see definition [below](#)).

“Incarcerated.” For purposes of the FY 2019 program, an individual is considered to have been “incarcerated” by (or on behalf of) the applicant government when held (confined) in a “[correctional facility](#)” *under the legal authority of the applicant government, following conviction of the individual for a criminal offense*. Such incarceration may have been in a correctional facility operated by the applicant government, or in a “[contract correctional facility](#)” (including a regional facility) used by the applicant government.

- An inmate is **not** considered to have been “incarcerated” by or on behalf of an applicant government if the applicant government held the inmate in custody on behalf of (under the legal authority of) *another* “State” or “unit of local government,” pursuant to a contractual arrangement. (See also the related discussion [above](#).)

“Undocumented.” For purposes of the FY 2019 program, an individual is “undocumented” if, *as of the date the individual was “incarcerated” by the applicant government*, the individual was a foreign citizen or foreign national with no legitimate claim under federal law to be a U.S. citizen or U.S. national, **and** the individual— (1) entered the United States without authorization under federal law to do so, (2) entered the United States under a federal legal authorization that had expired or otherwise was no longer in effect, **or** (3) was the subject of deportation or exclusion proceedings.

- Generally, a person born in the United States (including in a U.S. territory) is a U.S. citizen or U.S. national.

“Criminal alien.” For purposes of the FY 2019 program, an alien (that is, an individual who is not a citizen or national of the United States) is a “criminal alien” if, *as of the date the individual was “incarcerated” by the applicant government*, he/she had been convicted of at least one felony or two misdemeanors.

- Adjudication of a juvenile as a delinquent does **not** constitute conviction of a felony or a misdemeanor for purposes of the FY 2019 program.

“Inmate records” and associated data elements. In section 4 of the application, the “submitting government official” is to provide an “inmate record” for each “eligible inmate.”

Multiple periods of incarceration. If, during the reporting period, the applicant government incarcerated a particular “eligible inmate” for two or more periods of at least four consecutive days each, the applicant **must** create a *separate* “inmate record” for each such distinct period of incarceration. The applicant **may not** combine such distinct periods of incarceration in a single inmate record.

“Eligible inmates” who use aliases. If an applicant government has reason to believe that a particular “eligible inmate” uses or has used aliases, the applicant **may** submit a separate “inmate record” for each alias, provided the information in the separate inmate record(s) is *identical in all respects, other than as to last, first, and/or middle names.* (Note that this requirement for identical information – except as to names – specifically includes the “unique inmate number assigned by the applicant government.” (See list below.)

Each “inmate record” is to provide all of the following information, to the extent known to the applicant government using due diligence—

- Alien number, also referred to as A-number
- Last name
- First name
- Middle name (not required, but to be provided if available)
- Date of birth
- Unique inmate identifying number assigned by the applicant government
- Foreign country of birth
- “Date incarcerated” (see [definition](#) in Appendix B)
- “Date released” (see [definition](#) in Appendix B)
- FBI number

-NEW- Law Enforcement Support Center (LESC) Immigration Alien Query (IAQ). This new field will be optional 2019 (include the information if available) but will be required in 2020. Please see Appendix F for more details.

The detailed instructions for each of these data elements are set out in the table entitled [“SCAAP Data Elements for ‘Inmate Records’ – FY 2019 Program”](#) in [Appendix B](#).

That table identifies mandatory data elements; specifies the precise format to be used for each data element; sets out the rules to follow for individuals with compound or hyphenated first, last, or middle names; and specifically defines “date incarcerated” and “date released.” (It also defines the required ASCII fixed-field format to be used if the applicant chooses to provide its “inmate records” by upload of a single ASCII-format file.)

- For ease of reference, the “submitting government official” may wish to print out a copy of [“SCAAP Data Elements for ‘Inmate Records’ – FY 2019 Program.”](#)
- Be aware that an “inmate record” that does not identify a **specific country** as the inmate’s country of birth, but instead indicates that the country of birth is “unknown,” will **not** be considered in the calculation of the amount of any payment under the FY 2019 program **unless** DHS (through its data review) is able to confirm that the inmate was in fact [“undocumented,”](#) and the “inmate record” otherwise is sufficient.

Submission of “inmate records.” An applicant may choose to provide “inmate records” for [“eligible inmates”](#) **either** by entering all such data directly into the table in section 4 of the application (each line will be a single “inmate record”), **or** by uploading a single ASCII-formatted file that contains the *entire* set of inmate records for the “reporting period.”

If the application has not yet been submitted to GMS, an applicant may switch from one method of reporting “inmate records” to the other. Any such change from one method to another, however, will overwrite (and delete) **all** earlier entries or uploads of inmate record data.

- If the “submitting government official” will enter “inmate record” data directly into the online application using the table under “Required Information on ‘Eligible Inmates,’” *select* “Enter data directly (below).”
 - This method may be preferable for applicant governments with smaller “correctional facilities” or small criminal alien populations.
 - If this method is used, drop-down menus will be available for entry of “date incarcerated,” “date released,” date of birth, and foreign country of birth.
 - Click “Add” to add inmate data, “Select All” to select all “inmate records” entered, “Deselect All” to un-select all inmate records entered, and “Delete Selected” to delete the selected inmate records.
- If the “submitting government official” instead will upload a single ASCII-format file with all “inmate records” for “eligible inmates,” *select* “Upload ASCII fixed-field file.”
 - [Appendix B](#) (entitled [“SCAAP Data Elements for ‘Inmate Records’ – FY 2019 Program”](#)) sets out the required ASCII fixed-field format to be used if the applicant chooses to provide “inmate records” by upload of a single ASCII file.
 - [Appendix C](#) lists (DHS) ICE Country Codes. “Inmate records” submitted as part of a single ASCII fixed-field file are to include the appropriate “ICE Code” from the list in [Appendix C](#). Do **not** use an abbreviation from any other list of country codes.
 - [Appendix D](#) (entitled [“Instructions for upload of ASCII fixed-field file of ‘inmate records’”](#)) provides detailed instructions for the ASCII fixed-field file upload process.

Certification. Carefully read the required certification concerning the information on “eligible inmates.” Determine whether the certification properly may be executed. If so, click the certification “checkbox” in section 4 of the application.

Click on the “Save Information” button to continue to the next section of the application. (If an error message appears, make the appropriate corrections, then click “Save Information” again.)

Part V. Information on “Correctional Officers” and “Correctional Facilities”

Required Information on “Correctional Officers”

In section 5 of the online application, the “submitting government official” must provide, by direct entry into the online application, all of the following information related to [“correctional officers”](#)—

- The total number of *full-time “correctional officers”* employed by the *applicant government*, during the reporting period
- The total number (reported as FTEs) of *part-time “correctional officers”* employed by the *applicant government*, during the reporting period
- The total number of *full-time “correctional officers”* providing services to the applicant government as employees of [“contract correctional facilities”](#) (or as contractors), during the reporting period
- The total number (reported as FTEs) of *part-time “correctional officers”* providing services to the applicant government as employees of *“contract correctional facilities”* (or as contractors), during the reporting period
- “Actual salary expenditures for correctional officers,” during the reporting period.

In addition, section 5 of the online application requires the “submitting government official” to provide (as a file “attached” to the application) a “Correctional officer salary expenditures detail.”

Pertinent definitions: Correctional officers and associated salary expenditures

- **“Correctional facility”** means a facility typically used to hold (confine) in custody individuals convicted of one or more criminal offenses.
 - A “correctional facility” may be operated by a “State” or “unit or local government” for its own use.
 - A “correctional facility” instead may be operated by a private or governmental entity that holds individuals in custody *on behalf of* (pursuant to the legal authority of) a “State” or “unit of local government,” pursuant to a contractual arrangement. For purposes of the FY 2019 program, such a facility (including a regional facility) is a **“contract correctional facility.”**

- A “correctional facility” may – in addition to holding in custody individuals who have been *convicted* of criminal offenses – also hold in custody individuals who have been *charged* with criminal offenses. A facility that is used primarily for pretrial detention, however, is **not** a “correctional facility.”
- **“Correctional officer.”** For purposes the FY 2019 program, “correctional officer” means a person whose **primary** employment responsibility is to maintain custody of individuals held in custody in a [“correctional facility.”](#) A person who meets this definition is a “correctional officer,” regardless of whether he or she is an employee of the applicant government or an employee of a “contract correctional facility” used by the applicant government.

If appropriate based on *primary* employment responsibility, the term “correctional officer” may include a person who fills a position such as deputy sheriff, correctional facility or jail supervisor, chief of security or shift commander for a correctional facility, or warden or assistant warden of a correctional facility. The term “correctional officer” also may include a transportation officer (or someone in a similar position), but *only if* the person’s *primary* employment responsibility is to maintain custody of inmates who remain in custody but temporarily are outside the [“correctional facility.”](#)

- “Incarcerated” has the definition set out [above](#).
- Persons whose *primary* responsibility is something other than to maintain custody of individuals held in custody in a [“correctional facility”](#) are **not** “correctional officers” for purposes of this program, and **may not** be included in the “correctional officer” data reported in section 5 of online application. This is the case *even though* such persons may provide services to a correctional facility used by the applicant government or its inmates.
- Persons such as those who provide office and secretarial support or administrative services to (or for) a [“correctional facility,”](#) or whose *primary* employment responsibility involves housekeeping or maintenance at a correctional facility, or the provision of food, health or medical care, education, training, or vocational counseling to “incarcerated” inmates, therefore are **not** “correctional officers” for purposes of the FY 2019 program. They **may not** be included in the “correctional officer” data reported in section 5 of online application.
- Similarly, persons whose *primary* employment responsibility is work with inmates who are no longer held in custody in a [“correctional facility”](#) (e.g., parole and probation officers), or whose work involves inmates but whose primary employment responsibility is something other than “maintaining custody” of an inmate held in custody in a “correctional facility” (e.g., judges, prosecutors, and public defenders; hearing officers; personnel of warrant and apprehension units) are **not** “correctional officers” for purposes of the FY 2019 program. They **may not** be included in the “correctional officer” data reported in section 5 of online application.
- **“Total number”** of ... [“correctional officers.”](#)

- For **full-time** “[correctional officers](#)” employed by the applicant government, report the total number of full-time correctional officers employed during the reporting period.
 - For **part-time** “[correctional officers](#)” employed by the applicant government, report the total number of part-time correctional officers employed during the reporting period.
 - For **full-time** “[correctional officers](#)” employed by a “contract correctional facility,” include **only** the “total number” of such officers whose employment is reasonably attributable – using due diligence – to use of the correctional facility by the applicant government for inmates held in custody under its own legal authority. As the “total number,” report the total number of such full-time correctional officers employed during the reporting period.
 - Similarly, for **part-time** “[correctional officers](#)” employed by a “contract correctional facility,” include **only** the “total number” of such officers whose employment is reasonably attributable – using due diligence – to use of the correctional facility by the applicant government for inmates held in custody under its own legal authority. As the “total number,” report the total number of such part-time correctional officers employed during the reporting period.
- **“Actual salary expenditures for correctional officers,’ during the reporting period”** means the sum of—
 - The actual amount (if any) paid by the applicant government during the “reporting period” as the “[salaries and wages](#)” of full-time and part-time “[correctional officers](#)” it employed. Paid leave (medical leave, family leave, vacation leave) may be included in this total.
 - The actual amount (if any) *paid by any* “[contract correctional facility](#)” as the “[salaries and wages](#)” of full-time and part-time “[correctional officers](#),” but only to the extent the amounts paid are reasonably attributable – using due diligence – to inmates held in custody on behalf of, and under the legal authority of, the applicant government.
 - **“Salaries and wages”** may include amounts paid to a “[correctional officer](#)” as premium pay for specialized service, as shift-differential pay, and/or as fixed-pay increases for time in service. It also may include additional amounts paid for overtime, when such additional amounts are required by law (e.g., by statute or regulation) or by contractual obligation.
 - “Salaries and wages” **may not include** any payments or costs for employment **benefits**, including (without limitation) for social security, retirement or pension plans, health or medical services, insurance (e.g., medical, dental, vision, disability, and life insurance), and/or performance awards.

Information required in the “‘Correctional officer’ salary expenditures detail (for the reporting period).”

Each applicant must attach a file to its application that sets out, for each “[correctional officer](#)” included in the reported number of “correctional officers”—

- The **title** of the position held by the person (e.g., “corrections officer,” “deputy sheriff,” “warden”) and the **total** “[salaries and wages](#)” paid to the person during the reporting period for that work. (The **name** of the correctional officer **should not** be included.)
- For an individual “correctional officer” employed by a “[contract correctional facility](#),” the “[salaries and wages](#)” listed must be the amount *reasonably attributable – using due diligence* – to inmates held in custody on behalf of, and under the legal authority of, the applicant government.
- This salary “detail” file may be submitted in one of several commonly-used file formats (e.g., Adobe PDF, Microsoft Word, or Microsoft Excel). **Note:** The sum of all “salaries and wages” listed in the “detail” file **must** match the amount entered in the online application as “‘Actual salary expenditures for correctional officers,’ during the reporting period.”
 - GMS does **not** accept *executable* file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”
- To “attach” the file—
 - Click on the “Attach” button to attach the required file. A pop-up window will appear.
 - Click on the “Browse” button.
 - Locate the correct file name and double-click on it. (The file name will appear in the blank field.)
 - Click the “Upload” button.

Required Information on “[Correctional Facilities](#)”

In section 5 of the online application, the “submitting government official” also must provide, by direct entry into the online application, all of the following information related to “correctional facilities”—

- “Maximum bed count” for the reporting period
- “Total all inmate days” for the reporting period.

In addition, section 5 of the online application requires the “submitting government official” to provide, as a file “attached” to the application, detail on “All inmate days, by reporting day” for the reporting period.

Pertinent definitions: Correctional facilities

- “**Correctional facility**” and “**contract correctional facility**” are defined [above](#).
- “**Maximum bed count’ for the reporting period**”

If the applicant government held inmates in custody **only** in “[correctional facilities](#)” operated by the applicant government itself for its own use, the “Maximum bed count’ for the reporting period” is the **maximum capacity**, during any single day of the reporting period, of all such “correctional facilities” operated by the applicant government.

If, however, the applicant government *either* did not operate a “[correctional facility](#)” for its own use, *or* operated one or more “correctional facilities” for its own use but also used other facilities to hold inmates in custody, the “Maximum bed count’ for the reporting period” is the **sum** of—

- The maximum *capacity*, during any single day of the reporting period, of all “[correctional facilities](#)” operated by the applicant government itself, for its own use.
 - The maximum number of inmates, if any, *actually held in custody* on behalf of (under the legal authority of) the applicant government in a “[contract correctional facility](#)” during any single day of the reporting period.
 - The maximum number of inmates, if any, *actually held in custody* by the applicant government during any single day of the reporting period in “temporary” or “overflow” facilities (e.g., gymnasiums).
- “**Total all inmate days’ for the reporting period**” means the *cumulative* number of days – determined using the nightly “head count” for each of the days in the reporting period – inmates were held in custody in a “[correctional facility](#),” by or on behalf of the applicant government (pursuant to its own legal authority) during the “reporting period,” **regardless** of inmate citizenship, legal status, or the number of days held in custody.

Information required in the “All inmate days, by reporting day’ detail (for the reporting period).”

- Each applicant must attach a file to its application that sets out *for each particular day of the reporting period* – using nightly “head counts” – the number of inmates held in custody in a “[correctional facility](#)” by or on behalf of the applicant government (pursuant to its own legal authority), **regardless** of inmate citizenship, legal status, or the number of days held in custody.
- This “detail” file may be submitted in one of several commonly-used file formats (e.g., Adobe PDF, Microsoft Word, or Microsoft Excel). **Note:** The sum of all daily entries for “all inmate days” listed in this “detail” file **must** match the number entered in the online application as “Total all inmate days’ for the reporting period.”

- GMS does **not** accept *executable* file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”
- To “attach” the file—
 - Click on the “Attach” button to attach the required file. A pop-up window will appear.
 - Click on the "Browse" button.
 - Locate the correct file name and double-click on it. (The file name will appear in the blank field.)
 - Click the “Upload” button.

Important note regarding “correctional officers” and “correctional facilities” data

As indicated earlier, all information submitted as part of an application to the FY 2019 program is subject to appropriate review by OJP. In appropriate circumstances (e.g., indications that an entry related to “correctional officers” or to “total all inmate days” may be erroneous), OJP may require additional information related to the accuracy of the information in the application.

Using data provided by the applicant in section 5 of the application (e.g., data on “correctional officers,” data on “total all inmate days”), GMS calculates each applicant’s average daily (salaries) cost per inmate during the “reporting period.” As a point of reference and comparison, for the FY 2017 program, the overall average daily (salaries) cost per inmate (*i.e.*, the average of the daily costs for all applicants that received payments) was \$42.29.

Certification. Carefully read the required certification concerning the information on “correctional officers” and “correctional facilities.” Determine whether the certification properly may be executed. If so, click the certification “checkbox” in section 5 of the application.

Click on the "Save Information" button to continue to the next section of the application. (If an error message appears, make the appropriate corrections, then click “Save Information” again.)

Part VI. Additional Certifications and Acknowledgements; Application Signature and Submission

The “Status” table in section 6 of the online application identifies those sections of the application that are considered “complete,” and also those that are “incomplete.” If any of sections 1 through 5 is “incomplete,” the “submitting government official” must return to that section and provide the necessary information, as well as read and (if appropriate) execute the required certifications.

Note: As indicated earlier, GMS is designed to reject an application to the FY 2019 program if the “submitting government official” fails to execute any of the required certifications.

After completing sections 1 through 5 of the online application, the “submitting government official” must do all of the following within section 6—

- Carefully read the required “Acknowledgement of USDOJ Intent to Modify SCAAP Requirements Beginning with the FY 2020 Program,” and determine whether that acknowledgement properly may be executed. If so, click the accompanying “checkbox” in section 6 of the online application.
- Carefully read the required “Certification and Assurance regarding Applicant Government’s Use of SCAAP Payment under the FY 2019 Program,” and determine whether that certification and assurance properly may be executed. If so, click the accompanying “checkbox” in section 6 of the online application.
- Carefully read and complete the required information in section 6 regarding the “submitting government official.” (This is in lieu of a manual signature.)

REMINDER

The “submitting government official” identified in section 6 of the application **must be** the individual identified in section 2 of the application as the submitting government official.

For each applicant government, there may be only **one** “submitting government official.” That “submitting government official” **must** complete **all** sections of the application, and **must** be the one who submits the application to OJP.

Click on the “Save Information” button. (If an error message appears, make the appropriate corrections, then click “Save Information” again.)

If **all** sections of the online application (including section 6) are “complete,” a button labeled “Submit Application to OJP” will appear in the final row of the “Status” table within section 6.

To submit the application to OJP, the “submitting government official” **must** click the “Submit Application to OJP” button.

If the application is submitted successfully to OJP’s GMS, a submission confirmation screen will appear.

Appendix A

How to register in GMS and access the online SCAAP Application

The OJP Grants Management System (GMS): How to register in GMS and access the online SCAAP application

Access GMS at <https://grants.ojp.usdoj.gov>.

A “[submitting government official](#)” must submit any application on behalf of the applicant government through OJP’s GMS. OJP urges the submitting government official to register promptly, especially if this is the first time he or she is using GMS.

The “submitting government official” may access the online application for SCAAP by following the steps below.

1. Acquire or obtain the DUNS number for the applicant government.

GMS will require the “submitting government official” to enter the DUNS number for the applicant government. A DUNS number is a unique nine-digit identification number provided by the commercial company Dun and Bradstreet. This unique entity identifier is used for tracking purposes, and to validate address and point of contact information for applicants.

Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866–705–5711 to obtain a DUNS number, or apply online at www.dnb.com. A DUNS number usually is received within 1-2 business days.

2. Acquire a GMS username and password. A “submitting government official” who does not already have an individual GMS user ID must create a GMS profile and obtain a GMS user ID. This is done by selecting the “First Time User” link under the sign-in box of the GMS home page.

A “submitting government official” who already has a GMS user ID is to verify that his or her GMS user profile information is up-to-date.

3. Locate and select the SCAAP online application within GMS. After logging into GMS or completing the GMS profile for username and password, go to the “Funding Opportunities” link on the left side of the page. Select “Bureau of Justice Assistance,” then click “Search.”

- Select “State Criminal Alien Assistance Program.”
- Select the “Apply Online” button in the “Action” column to access the SCAAP online application.

4. Complete and submit the SCAAP online application, following the instructions in the *State and Criminal Alien Assistance Program: FY 2019 Program Requirements and Application Instructions* (of which this is Appendix A). If the application is submitted successfully to GMS, GMS will display a screen that confirms that the application was submitted successfully. OJP urges each applicant to submit its application **at least 72 hours prior** to the application due date.

Appendix B

SCAAP Data elements for “inmate records” –
FY 2019 Program

SCAAP DATA ELEMENTS FOR “INMATE RECORDS” – FY 2019 PROGRAM

The table below shows the data elements for an “inmate record” for an “eligible inmate.” These data elements (along with the associated “Instructions”) apply to all inmate records for “eligible inmates,” whether provided by direct data entry in the online application or by upload of an ASCII-format file.

The table also shows the ASCII fixed-field format to be used by an applicant government that chooses to provide its “inmate records” by ASCII file upload. In creating the ASCII-format file for upload, it is critical to follow the format requirements carefully and accurately. For example, GMS will reject any “inmate record” that is not exactly 165 or 166 characters long.

Note: Do not use the TAB key to enter required spaces. After entering the appropriate information in a given field, **use the SPACE BAR** if spaces must be entered to complete the entry and advance to the beginning of the next field.

Data Field Specifications					Instructions
Order in Data String	Data Element Name	Field Length	Begin At Column	Mandatory Item	
1	A-number	9	1	Yes, two options available	This is an “Alien number” or “Alien Registration number” assigned by (DHS) ICE and used to track individuals and verify identity. Do not use letters (A) or symbols (such as dashes). Use zeros (0) as the beginning digit(s) if the A-number is fewer than 9 digits. If the A-number is number is not available, enter 9 zeros (0).
2	Last name(s)	40	10	Yes	If the name is fewer than 40 characters, enter the name and leave the remainder of the field blank. In the case of compound or hyphenated names, leave in the hyphen or space between the names. (Be aware that many Hispanics use two last names; both should be entered in this field.)
3	First name(s)	25	50	Yes	In the case of compound or hyphenated names, leave in the hyphen or space between the names. If the name is fewer than 25 characters, enter the name and leave the remainder of the field blank.
4	Middle name(s)	25	75	No, but provide if available	In the case of compound or hyphenated names, leave in the hyphen or space between the names If the name is fewer than 25 characters, enter the name and leave the remainder of the field blank.
5	Date of birth	8	100	Yes	The date must be in the format YYYYMMDD. Insert a zero "0" in the sequence, as necessary, to fill in all spaces; e.g., "19830305" is March 5, 1983.
6	Unique inmate identifier number	15	108	Yes	This number is the unique inmate identifier assigned by the applicant government. If the number is fewer than 15 characters, enter the number and leave the remainder of the field blank. If more than one inmate record is submitted for a particular inmate and particular period of incarceration (as in the case of aliases), the same identifier must be used in all such inmate records.
7	Foreign country of birth	10	123	Yes	If preparing a single ASCII file of “inmate records,” enter the ICE Country Code for the country of birth. The code will be from 2 to 5 letters long. After the code, add spaces to fill the field (the maximum field length is 110 characters). If entering each “inmate record” data directly into online application, select the appropriate country from the drop-down menu. If the individual identifies a specific country of birth, but that country does not appear on the list (or in the drop-down menu, for direct data entry), use a country in close geographic proximity, not “unknown.”

SCAAP DATA ELEMENTS FOR “INMATE RECORDS” – FY 2019 PROGRAM (cont’d)

Data Field Specifications					Instructions
Order in Data String	Data Element Name	Field Length	Begin At Column	Mandatory Item	
8	“Date incarcerated” (see instructions below)	8	133	Yes	The date must be in the format YYYYMMDD. See additional instructions below .
9	“Date released” (see instructions below)	8	141	Yes	The date must be formatted YYYYMMDD. See additional instructions below .
10	FBI number	10	149	No, but provide if available	This number is issued by the FBI to track arrests and fingerprint records. If the FBI number is not available, leave this field blank by inserting 10 spaces. If the FBI number is fewer than 10 characters, enter the number first, and then insert spaces for the remainder of the field length.
11	LESC IAQ	7 or 8	159	No but provide if available Mandatory in 2020 application	See Appendix F for details

Instructions for reporting “Date incarcerated” and “Date released”

In an “[inmate record](#)” for a distinct, continuous period of “[incarceration](#)” of an “[eligible inmate](#)” during the “[reporting period](#)” —

“**Date incarcerated**” is to be the date – *following conviction of a criminal offense* – that the individual first was “[incarcerated](#)” by (or on behalf of) the applicant government, pursuant to its own legal authority.

- Special rule for *certain* periods of pre-trial detention (continuous custody):

If an individual was held in custody by (or on behalf of) the applicant government under its legal authority for a period that started before trial and continued **uninterrupted** through *at least* four consecutive days of (post-conviction) “[incarceration](#)” during the reporting period, the applicant government **may** report the starting date of that **continuous period of custody** as the “date incarcerated.”

“**Date released**” is to be the **earlier** of— (1) June 30, 2018 (the final day of the pertinent “reporting period”), **or** (2) the date the “eligible inmate” “[incarcerated](#)” by or on behalf of the applicant government under its own legal authority was released from his/her confinement pursuant to that legal authority.

- Special rule for *certain* unusual circumstances (outstanding warrants and detainer requests):

If an “[eligible inmate](#)” is “[incarcerated](#)” by or on behalf of the applicant government under its own legal authority for at least four consecutive days during the reporting period, and *thereafter* the individual continues – **without interruption** – to be lawfully held in custody by the applicant government for one or more additional days (during the reporting period) on the basis of an *outstanding warrant or detainer request from the federal government* (or on the basis of an *outstanding warrant from another “State” or “unit of local government”*), the applicant government **may** report the ending date of that continuous period of confinement as the “date released,” *provided* that the applicant government was not paid or otherwise compensated by the other government (federal, State, or local) for the additional days it held the individual on the basis of the outstanding warrant or detainer request.

Appendix C

(DHS) ICE country codes – for use in “inmate records”

Country Name	ICE Code	Country Name	ICE Code	Country Name	ICE Code
Afghanistan	AFGHA	Chad	CHAD	Ghana	GHANA
Albania	ALBAN	Chile	CHILE	Gibraltar	GIBRA
Algeria	ALGER	China, Peoples Republic	CHINA	Greece	GREEC
Andorra	ANDOR	Christmas Island	CHRIS	Greenland	GREEN
Angola	ANGOL	Cocos Islands	COCOS	Grenada	GRENA
Anguilla	ANGUI	Colombia	COLOM	Guadeloupe	GUADE
Antigua-Barbuda	ANTIG	Comoros	COMOR	Guatemala	GUATE
Argentina	ARGEN	Congo, Democratic Republic	DECON	Guinea	UINEA
Armenia	ARMEN	Congo, Republic	CONGO	Guinea Bissau	BISSA
Aruba	ARUBA	Cook Islands	COOK	Guyana	GUYAN
Australia	RALIA	Costa Rica	COSTA	Haiti	HAITI
Austria	STRIA	Cote d'Ivoire	IVORY	Holy See	VATIC
Azerbaijan	AZERB	Croatia	CROAT	Honduras	HONDU
Bahamas, The	BAHAM	Cuba	CUBA	Hong Kong	HONGK
Bahrain	BAHRA	Cyprus	CYPRU	Hungary	HUNGA
Bangladesh	BANGL	Czech Republic	CZREP	Iceland	ICELA
Barbados	BARBA	Czechoslovakia, former	CZECH	India	INDIA
Belarus	BELAR	Denmark	DENMA	Indonesia	INDON
Belgium	BELGI	Djibouti	DJIBO	Iran	IRAN
Belize	BELIZ	Dominica	INICA	Iraq	IRAQ
Benin	BENIN	Dominican Republic	DR	Ireland	IRELA
Bermuda	BERMU	Ecuador	ECUAD	Israel	ISRAE
Bhutan	BHUTA	Egypt	EGYPT	Italy	ITALY
Bolivia	BOLIV	El Salvador	ELSAL	Jamaica	JAMAI
Bosnia-Herzegovina	BOSNI	Equatorial Guinea	EQUAT	Japan	JAPAN
Botswana	BOTSW	Eritrea	ERITR	Jordan	JORDA
Brazil	BRAZI	Estonia	ESTON	Kazakhstan	KAZAK
British Virgin Islands	BVI	Ethiopia	ETHIO	Kenya	KENYA
Brunei	BRUNE	Falkland Islands	FALKL	Kiribati	KIRIB
Bulgaria	BULGA	Fiji	FIJI	Korea	KOREA
Burkina Faso	BURKI	Finland	FINLA	Kuwait	KUWAI
Burma	BURMA	France	FRANC	Kyrgyzstan	KYRGY
Burundi	BURUN	French Guiana	FRGUI	Laos	LAOS
Cambodia	CAMBO	French Polynesia	POLYN	Latvia	LATVI
Cameroon	CAMER	French Southern and Antarctic Lands	ANTAR	Lebanon	LEBAN
Canada	CANAD	Gabon	GABON	Lesotho	LESOT
Cape Verde	CAPEV	Gambia	GAMBI	Liberia	LIBER
Cayman Islands	CAYMA	Georgia	GEORG	Libya	LIBYA
Central African Republic	CAFRI	Germany	GERMA	Liechtenstein	LIECH

Country Name	ICE Code	Country Name	ICE Code	Country Name	ICE Code
Lithuania	LITHU	Palestine	PALES	Sweden	SWEDE
Luxembourg	LUXEM	Panama	PANAM	Switzerland	SWITZ
Macau	MACAU	Papua New Guinea	PAPUA	Syria	SYRIA
Macedonia	MACED	Paraguay	PARAG	Taiwan	TAIWA
Madagascar	MADAG	Peru	PERU	Tajikistan	TAJK
Malawi	MALAW	Philippines	PHILI	Tanzania	TANZA
Malaysia	MALAY	Pitcairn Island	PITCA	Thailand	THAIL
Maldives	MALDI	Poland	POLAN	Togo	TOGO
Mali	MALI	Portugal	PORTU	Tonga	TONGA
Malta	MALTA	Qatar	QATAR	Trinidad and Tobago	TRINI
Marshall Islands	MARSH	Reunion	REUNI	Tunisia	TUNIS
Martinique	MARTI	Romania	ROMAN	Turkey	TURKE
Mauritania	MAUTA	Russia	RUSSI	Turkmenistan	TURKM
Mauritius	MAUTI	Rwanda	RWAND	Turks and Caicos Islands	TURKS
Mexico	MEXIC	Samoa	SAMOA	Tuvalu	TUVAL
Micronesia, Federated States	FSM	San Marino	SANMA	Uganda	UGAND
Moldova	MOLDO	Sao Tome and Principe	SAOTO	Ukraine	UKRAI
Monaco	MONAC	Saudi Arabia*	SAUDI	United Arab Emirates	UAE
Mongolia	MONGO	Senegal	SENEG	United Kingdom	UK
Montserrat	MONTS	Seychelles	SEYCH	Uruguay	URUGU
Morocco	MOROC	Sierra Leone	SIERR	Uzbekistan	UZBEK
Mozambique	MOZAM	Singapore	SINGA	Vanuatu	VANUA
Namibia	NAMIB	Slovak Republic	SLOVA	Venezuela	VENEZ
Nauru	NAURU	Slovenia	SLOVE	Vietnam	VIETN
Nepal	NEPAL	Solomon Islands	SOLOM	Wallis and Futuna Islands	WALLI
Netherlands	NETHE	Somalia	SOMAL	West Indies	WINDI
Netherlands Antilles	ANTIL	South Africa	SAFRI	Western Sahara	WSAHA
New Caledonia	NEWCA	South Korea	SKORE	Western Samoa	WSAMO
New Zealand	NEWZE	Soviet Union, former	USSR	Yemen	YEMEN
Nicaragua	NICAR	Spain	SPAIN	Yugoslavia, former	YUGOS
Niger	NIGE	Sri Lanka	SRILA	Zambia	ZAMBI
Nigeria	NIGIA	St. Helena	STHEL	Zimbabwe	ZIMBA
Niue	NIUE	St. Kitts-Nevis	STKIT		
North Korea	NKORE	St. Lucia	STLUC	Born on ship/plane	SHIP
Northern Ireland	NIREL	St. Pierre and Miquelon	STPIE	Stateless	STATE
Norway	NORWA	St. Vincent and the Grenadines	STVIN	Unknown	UNKNO
Oman	OMAN	Sudan	SUDAN		
Pakistan	PAKIS	Suriname	SURIN		
Palau	PALAU	Swaziland	SWAZI		

* ARABI also may be used as the code for Saudi Arabia

Appendix D

Instructions for upload of ASCII fixed-field file
of “inmate records”

Upload of an ASCII fixed-field file of all “inmate records”

This method for submitting “[inmate records](#)” on “[eligible inmates](#)” allows an applicant to submit its entire set of inmate records as a **single ASCII-formatted file** uploaded directly into GMS. [Appendix B](#) specifies the required fields and format.

Each “inmate record” in the uploaded ASCII file is to contain **all** mandatory data fields in the specified format. Through a [file upload "status report"](#) (which will refer to each “inmate record” as a “line”), GMS will flag “inmate records” within the ASCII file that do not contain the required information, are not exactly **165 or 166** characters long, or do not follow (or appear not to follow) the specified data format.

“Inmate records” that are incomplete or are not in the specified format as of the date and time of the application deadline will **not** be considered as part of OJP’s payment calculation process. If an ASCII inmate-record file has been uploaded, but the applicant government has **not** yet submitted its application to OJP’s GMS, the applicant has the option to correct, add to, or otherwise modify the ASCII inmate-record file and upload that file as a **replacement** for the entire file previously uploaded. (See below.)

To help ensure that the maximum number of “inmate records” is taken into account in the calculation of the amount of any payment, the applicant should be **meticulous** in preparing the ASCII fixed-field file. If GMS nevertheless identifies errors in the file – and the application deadline has not yet passed – the applicant should correct those errors as soon as possible, **before** it “submits” the application to GMS.

ALERTS

- An ASCII “inmate-record” file may **not** be corrected, added to, or modified **in any way** once the application deadline has passed.
- If an applicant uploads an ASCII fixed-field file of “inmate records,” any subsequent upload of a new or modified file **will overwrite (and delete)** the previously-uploaded file **in its entirety**. Similarly, the addition of **any** inmate records via direct data entry will overwrite (and delete) the previously-uploaded ASCII fixed-field file **in its entirety**.
- Upload of a large ASCII fixed-field file of “inmate records” may take a considerable amount of time.
 - Generally, there is a brief start-up delay when the upload is being initiated.
 - A file that contains 50,000 “inmate records” may take 15 minutes or longer to upload, even after the file upload actually has begun.
 - If the applicant’s Internet browser “times out” or is disconnected during the file upload process, errors may result. It is important to review the file upload “status report” (see [below](#)) to determine whether the expected number of “inmate records” in fact was uploaded.

The Upload Process - In General

To submit "[inmate records](#)" for "[eligible inmates](#)" by uploading a single ASCII fixed-field file that includes all such inmate records, follow these steps:

Step 1: In section 4 of the online application, click on the "Upload ASCII fixed-field file" radio button.

Step 2: Click on the "Upload" box to attach the file. A pop-up window will appear.

Step 3: Click on the "Browse" button in the pop-up window.

Step 4: Locate the correct file name and double-click on it. The file name will appear in the blank field.

Step 5: Click the "Upload" button. (A message should appear in the pop-up window that indicates the status of the file upload. Click the "X" in the upper right corner of the pop-up box to close it.) The ASCII fixed-field file name should now appear next to the upload button on the main page.

The File Upload Status Report. During the "Upload ASCII fixed-field file" process, a red flashing bar will appear at the bottom of the screen. This bar will continue to flash until the upload process has stopped.

At that time, an on-screen file upload "status report" will appear. OJP strongly recommends that the applicant **print** a copy of each such status report.

The file upload "status report" will indicate the total number of "inmate records" uploaded and the number of those records that are "complete." In addition, the report will provide a detailed list of any inmate records (by "line" number) that are incomplete and/or are not in the specific data format. It also will indicate the data fields in which the error(s) appear.

To exit the file upload "status report" and return to section 4 of the online application ("Information on 'Eligible Inmates'"), click "Close."

Appendix E

SCAAP payment calculations – General overview

A general overview of the method OJP uses to calculate payments under SCAAP

1. DHS review of [“inmate records.”](#) All “complete” inmate records submitted in timely applications from [eligible applicants](#) are forwarded by OJP to DHS promptly after the application deadline.
2. DHS conducts a detailed data review that focuses on determining whether each individual identified in an “inmate record” *in fact* was [“undocumented”](#) – or was instead a U.S. citizen (or national) or otherwise lawfully present in the United States – at the time of the incarceration identified in the inmate record.
3. DHS provides the results of its review to OJP.
4. OJP reviews the data provided by applicants, including data on [“correctional officers,”](#) [“actual salary expenditures for correctional officers,”](#) and [“total all inmate days.”](#) As appropriate and feasible, OJP requires additional – or corrected – information from applicants.
5. For each applicant government with one or more “inmate records” determined to be eligible for payment, GMS calculates the average per-day (salaries) cost per inmate for the applicable “reporting period.” In general, this is done by dividing [“actual salary expenditures for correctional officers” \(for the reporting period\)](#) by [“total all inmate days” \(for the reporting period\)](#).
6. Using the results of the DHS review, the OJP review, and each applicant’s average per-day (salaries) cost per inmate, GMS calculates an amount – referred to as the applicant’s total “eligible inmate costs” – that reflects the applicant’s total (salaries) costs of incarcerating [“undocumented criminal aliens”](#) during the applicable “reporting period.”
7. Funds available from appropriations to OJP for SCAAP for the particular application cycle are paid to applicant governments on a proportionate (percentage) basis, using each applicant’s total “eligible inmate costs.”

For the FY 2017 program, the result of this process was that payments made to applicant governments that received payments represented approximately 24 percent of each such applicant’s total “eligible inmate costs.”

Appendix F

Law Enforcement Support Center (LESC)
Immigration Alien Query (IAQ) Overview

Overview

The Department of Justice (DOJ) has updated how state and local law enforcement agencies will submit applications for reimbursement under the State Criminal Alien Assistance Program (SCAAP). Starting in the FY 2020 application cycle, submitting agencies will be required to certify that they seek reimbursement payments only with respect to those undocumented criminal aliens about whom the applicant government has provided specific notice to the Department of Homeland Security (DHS) of the alien's name, the release date, and his/her home and work addresses. For the 2019 SCAAP application, the LESC IAQ field will be optional for each inmate record. For the 2020 SCAAP application, the LESC IAQ field will be required.

Submitting agencies will establish the eligibility of inmates for SCAAP reimbursement by sending notification to the Immigration and Customs Enforcement (ICE) Law Enforcement Support Center (LESC) in the form of an Immigration Alien Query (IAQ).

The LESC is ICE's single national point of contact that provides timely immigration status, identity information, and real-time assistance to local, state, and federal law enforcement agencies on aliens suspected, arrested, or convicted of criminal activity. The LESC, located in Williston, VT, operates 24 hours a day, 7 days a week, 365 days a year.

Guidance to Submitting Agencies

1. By no later than the fourth consecutive day of incarceration of an alien for whom you will be seeking SCAAP reimbursement, submitters must notify the LESC by sending an IAQ.
 - IAQs will be transmitted to the LESC via NLETS (the International Justice & Public Safety Network)
 - Submitters should send the IAQ using the terminal or method they would typically use to transmit messages to other law enforcement entities via NLETS and using an ORI.
2. The following data fields must be filled out on the IAQ to the LESC:
 - NAM (Last Name, First Name, Middle Name)
 - DOB (Date of Birth)
 - POB (Place of Birth)
 - OFF (Offense code—For the crime associated with the arrest)
 - CUS (Custody—Any code accepted, however only Y will be treated as in custody)
 - SEX (If received as unknown, the IAQ will be processed using both male and female)
 - ARN (Alien registration number), if available
 - FBI (FBI number), if available
 - SID (State identification number), if available
3. In the REM (Remarks) field, submitters should input *SCAAP*.
4. In the REM (Remarks) field, after *SCAAP*, submitters should input the subject's anticipated release date (MM/DD/YYYY).
5. In the REM (Remarks) field, after the release date, submitters should also key in the home and work addresses the alien provided to you.

Unlike typical IAQs that you submit to the LESC where you will receive a response in the form on an Immigration Alien Response (IAR), IAQs submitted specifically for SCAAP funding will not generate a response. ICE will retain the record to review as part of the validation process when your agency submits for reimbursement.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

From:
Andrea White

Action Item # VI. - 1.

Administration - Approval of Request for Representation on the Cape Fear Public Transportation Authority (Randell Woodruff, County Manager)

Issue/Action Requested:

Request that the Board of Commissioners consider approval of a letter requesting Brunswick County representation on the Cape Fear Public Transportation Authority (WAVE Transit).

Background/Purpose of Request:

At their November 18, 2019 meeting, the Board of Commissioners discussed a request for a supplemental appropriation to WAVE Transit for the Brunswick Connector bus route. As a part of that discussion, the Board expressed interest in having County representation on the Cape Fear Public Transportation Authority based on the significant financial participation of the County.

At their December 2, 2019 annual meeting, the Board received the presentation and tabled action on this item until the January 21, 2020 regular meeting.

The revised letter has been drafted and is presented for the Board's consideration.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners consider approval of a letter requesting Brunswick County representation on the Cape Fear Public Transportation Authority (WAVE Transit).

ATTACHMENTS:

Description

- 2020-01-21 Revised Letter to Albert Eby

BRUNSWICK COUNTY ADMINISTRATION

BRUNSWICK COUNTY GOVERNMENT CENTER
DAVID R. SANDIFER COUNTY ADMINISTRATION BUILDING
30 GOVERNMENT CENTER DRIVE, N.E.
BOLIVIA, NORTH CAROLINA 28422

MAILING ADDRESS:

POST OFFICE BOX 249
BOLIVIA, NORTH CAROLINA 28422

TELEPHONE
(910) 253-2000
(800) 442-7033

FAX
(910) 253-2022

January 21, 2020

Mr. Albert Eby
Executive Director
Cape Fear Public Transportation Authority
Post Office Box 2258
Wilmington, North Carolina 28402

Dear Mr. Eby:

On behalf of the Brunswick County Board of Commissioners, I am writing to express the Board's interest in having a permanent position representing Brunswick County on the Board of Directors of the Cape Fear Public Transportation Authority. It is the desire of the Board that this individual be appointed by the Board of Commissioners and such individual may or may not be a Commissioner. The Board feels this is appropriate with the significant financial participation of Brunswick County Government.

Please forward this request to the proper appointing authority for their consideration. Feel free to contact me if further information is needed.

Thanking you for your assistance, I am,

Respectfully,

Randell Woodruff
County Manager





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

From:
Andrea White

Action Item # VI. - 2.

Administration - Federal Legislative Goals (Randell Woodruff,
County Manager)

Issue/Action Requested:

Request that the Board of Commissioners consider approving a resolution adopting Federal Legislative Goals for 2020-2021.

Background/Purpose of Request:

A resolution approving federal legislative goals for 2020-2021 is included for consideration and, if approved, will be presented to federal officials during the NACo Legislative Conference in March 2020.

For reference, the following information is provided:

In 2019, the Board of Commissioners passed a resolution containing seven legislative goals (attached). After working with NACo, four of the goals were eliminated by NACo as they were already in their policy or were not supported by current NACo policy. The remaining three goals, listed below, were revised and formatted into the NACo template and were presented in Washington, DC in March 2019 at the NACo Legislative Conference:

- Proposed Resolution Urging the Federal Emergency Management Agency (FEMA) to Conduct an Assessment and Develop an Improvement Plan on FEMA Individual Assistance Programs
- Proposed Resolution Urging the Federal Emergency Management Agency (FEMA) to Review and Revise FEMA Debris Removal Guidelines for Private Roadways and Gated Communities
- Proposed Resolution Urging the Federal Emergency Management Agency (FEMA) to Actively Consult with Local Government Stakeholders on FEMA After-Action Reports

The full text of last year's goals are also attached to this agenda item as information.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners consider approving a resolution adopting Federal Legislative Goals for 2020.

ATTACHMENTS:

Description

- Resolution Approving Federal Legislative Goals for 2020-2021
- 2019-01-22 V-15 Governing Body - Resolution Supporting FY 2019-2020 Federal Legislative Goals

▣ Brunswick County NC Resolutions submitted to NACo in 2019

County of Brunswick
Office of the County Commissioners



RESOLUTION APPROVING FEDERAL LEGISLATIVE GOALS FOR 2020-2021

WHEREAS, each year the Brunswick County Board of Commissioner considers priorities concerning federal issues that impact North Carolina counties.

NOW THEREFORE, BE IT RESOLVED that the Brunswick County Board of Commissioners does hereby adopt the following federal legislative and policy goals to be submitted to our federal officials for consideration:

- 1) Restoration of historical funding to the U.S. Army Corps of Engineers for shallow draft inlet dredging and maintenance
- 2) Designating U.S. 74 as Future Interstate 74 from Whiteville to Interstate 140
- 3) Returning Brunswick County to the Wilmington Metropolitan Statistical Area (MSA)
- 4) Providing financial stability to the National Flood Insurance Program without placing undue financial burdens on those insured by the program
- 5) Minimizing or eliminating unfunded mandates to the states, which in turn often end up being passed on to local governments.
- 6) Critical funding to support substance abuse disorder treatment; continuation funding at the current level for the 21st Century Cures Act would provide treatment services for an estimated 60 additional Brunswick residents

This the 21st day of January, 2020.

Frank L. Williams, Chair
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to the Board

County of Brunswick
Office of the County Commissioners



RESOLUTION APPROVING FEDERAL LEGISLATIVE GOALS FOR 2019-2020

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

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


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

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

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


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

This the 22nd day of January, 2019.

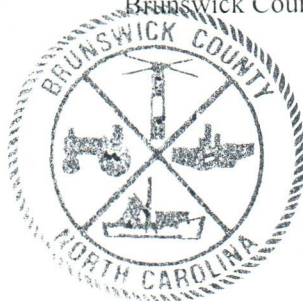


Frank L. Williams, Chair
Brunswick County Board of Commissioners

ATTEST:



Andrea White, NCCCC
Clerk to the Board



Justice and Public Safety Steering Committee

Proposed Resolution Urging the Federal Emergency Management Agency (FEMA) to Conduct an Assessment and Develop an Improvement Plan on FEMA Individual Assistance Programs

Issue: Citizens, businesses and governments impacted by disasters should be afforded a simple process, clear guidelines and timely assistance to recover from a disaster

Proposed Policy: The National Association of Counties (NACo) urges Congress to direct the Federal Emergency Management Agency (FEMA) to conduct a study on FEMA's Individual Assistance programs to measure the simplicity, clarity and expediency when applying for assistance and take appropriate actions to refine the programs based on results.

Background: Brunswick County was impacted by two hurricanes within a 30-day period. Like many counties across the nation that have experienced recent natural disasters, communities suffered millions of dollars of damage to homes, businesses, and government infrastructure. Many homes and businesses continue to be in disrepair and citizens displaced many months after the storms. The amount of reimbursement available is unclear and guidelines that must be followed are technical and often change.

Fiscal/Urban/Rural/Impact: A study and refinement of FEMA Individual Assistance programs to simplify and expedite the process would benefit all communities impacted by a disaster.

Sponsor(s): Frank Williams, Commissioner, Chairman, Brunswick County, N.C.

Proposed Resolution Urging the Federal Emergency Management Agency (FEMA) to Review and Revise FEMA Debris Removal Guidelines for Private Roadways and Gated Communities

Issue: Citizens, businesses and governments that are located on private roads or within private gated communities and are impacted by disasters should be provided a simple process, clear guidelines and timely reimbursement assistance to recover from a disaster

Proposed Policy: The National Association of Counties (NACo) urges Congress to direct the Federal Emergency Management Agency (FEMA) to review and revise FEMA's debris removal reimbursement guidelines for private roadways and gated communities to simplify and expedite the process.

Background: Brunswick County was impacted by two hurricanes within a 30-day period. Homes, businesses, and government infrastructure suffered millions of dollars of damages. Debris collection within the unincorporated areas of the county totaled in excess of \$6 million. The county health director determined that the amount of debris accumulating on the private road sides and in gated communities was an immediate public health hazard. Per FEMA guidelines, Brunswick County submitted a request for reimbursement of cost associated with private property debris removal. Due to the lack of expediency, the county was forced to move forward with debris removal operations without assurance of reimbursement for millions of dollars associated with the debris removal cost. Interpretation of policy at the FEMA field level has been inconsistent, resulting in confusion between the county, state and on-ground FEMA officials. The homeowners within gated communities and those situated on private roads are tax payers. They receive other government services such as postal, garbage collection, and school bus transportation. Local governments have no clear guidelines on how to assist the private roads and gated communities. The rules often change, leading to inefficiency and added expense as well as creating a threat for the public. The county reimbursement for debris collection of private roads and gated communities is unknown.

Fiscal/Urban/Rural/Impact: A 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.

Sponsor(s): Frank Williams, Chairman, Brunswick County Board of Commissioners

Proposed Resolution Urging the Federal Emergency Management Agency (FEMA) to Actively Consult with Local Government Stakeholders on FEMA After-Action Reports

Issue: Citizens, businesses and governments that are impacted by disasters should be provided a simple process, clear guidelines and timely reimbursement assistance to recover from a disaster

Proposed Policy: The National Association of Counties (NACo) urges Congress to direct the Federal Emergency Management Agency (FEMA) to consult with local government stakeholders and residents on FEMA After-Action Reports.

Background: Brunswick County was impacted by two hurricanes within a 30-day period. Like many counties across the nation that have experienced recent natural disasters, communities suffered millions of dollars of damage to homes, businesses, and government infrastructure. It is important that governments impacted by disaster share their experience with FEMA so that the process can be improved, and lessons learned incorporated into future disaster planning models.

Fiscal/Urban/Rural/Impact: By requiring FEMA to consult with local government stakeholders and residents on FEMA After-Action Reports, counties will be better prepared for and respond to costly natural disasters.

Sponsor(s): Frank Williams, Commissioner, Chairman, Brunswick County, N.C.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

Action Item # VI. - 3.

From:
Jeffery P Niebauer

Tax Administration - Resolution Authorizing Tax Collector to
Direct Execution to Sheriff (Jeff Niebauer, Tax Administrator)

Issue/Action Requested:

Request the Board of Commissioners approve the resolution authorizing the Brunswick County Tax Collector to direct execution against personal property to the Sheriff.

Background/Purpose of Request:

The Tax Collector's office currently has several legal remedies to collect delinquent taxes. The most commonly used methods are garnishment of wages, rent attachment, and bank attachments. The County's total collection rate has continued to increase over the years which is a result of these collections efforts. The level of enforcement actions to collect the delinquent taxes has risen tremendously.

An enforcement action that is used only on occasion is levying on personal property. This method of collection could be used against a business or an individual that has delinquent taxes and owns personal property. Examples of personal property subject to levy are motor vehicles, boats, equipment, etc.

To improve the collection of delinquent taxes, I recommend that this enforcement method be used more actively. North Carolina General Statutes (NCGS) Sect. 105-366 authorizes the Tax Collector to levy on personal property and NCGS Sect. 105-367 requires a resolution from the Board to authorize the Tax Collector to direct such levy to the Sheriff. I have discussed this with our Sheriff and he has officers within the department that currently handle executions on personal property. I would like to rely on the expertise and experience of the Sheriff's Office to improve the process for the Tax Collector's office.

Several counties are currently using their respective Sheriff's Offices for executions against personal property and have had success in collecting delinquent taxes owed. I feel this could produce additional revenues for the County and Municipalities that we are responsible for collecting taxes. Therefore, following the requirements of NCGS 105-367, I am asking the Board to adopt a resolution authorizing the Tax Collector to direct the executions against personal property to the Sheriff's Office to the extent the Sheriff can assist given current staffing levels.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners approve the resolution authorizing the Brunswick County Tax Collector to direct execution against personal property to the Sheriff.

ATTACHMENTS:

Description

- ▣ NCGS 105-367
- ▣ Resolution Authorizing Sheriff to Levy and Execute upon Personal Property for Taxes

§ 105-367. Procedure for levy.

(a) The levy upon the sale of tangible personal property for tax collection purposes (including levy and sale fees) shall be governed by the laws regulating levy and sale under execution except as otherwise provided in this section.

(b) The tax collector or any duly appointed deputy tax collector shall make the levy and conduct the sale; it shall not be necessary for the sheriff to make the levy or conduct the sale. However, upon the authorization of the governing body of the taxing unit, the tax collector may direct an execution against personal property for taxes to the sheriff in the case of county or municipal taxes or to a municipal policeman in the case of municipal taxes. In either case the officer to whom the execution is directed shall proceed to levy on and sell the personal property subject to levy in the manner and with the powers and authority normally exercised by sheriffs in levying upon and selling personal property under execution.

(c) In addition to the notice of sale required by the laws governing sale of property levied upon under execution, the tax collector may advertise the sale in any reasonable manner and for any reasonable period of time he deems necessary to produce an adequate bid for the property. The taxing unit shall advance the cost of all advertising.

(d) Levy and sale fees, plus actual advertising costs, shall be added to and collected in the same manner as taxes. The advertising costs, when collected, shall be used to reimburse the taxing unit for advertising costs it has advanced. Levy and sale fees, when collected, shall be treated in the same manner as other fees received by the collecting official. (1939, c. 310, s. 1713; 1951, c. 1141, s. 1; 1955, cc. 1263, 1264; 1957, c. 1414, ss. 2-4; 1969, c. 305; c. 1029, s. 1; 1971, c. 806, s. 1.)

County of Brunswick
Office of the County Commissioners



**RESOLUTION AUTHORIZING THE BRUNSWICK COUNTY TAX COLLECTOR TO
DIRECT EXECUTION AGAINST PERSONAL PROPERTY TO THE SHERIFF**

WHEREAS, N.C. Gen. Stat. Section 105-366 of the Machinery Act authorizes the Tax Collector to proceed against personal property to enforce the collection of taxes; and

WHEREAS, N.C. Gen. Stat. Section 105-367 of the Machinery Act, governing the procedure for levying against tangible personal property to enforce the collection of taxes, requires authorization of the governing body if the Tax Collector desires to direct a levy and execution to the Sheriff; and

WHEREAS, the Brunswick County Board of Commissioners by this resolution desires to authorize the Brunswick County Tax Collector to direct the levy and execution against personal property to the Sheriff on such occasions as the Tax Collector deems such procedures to be in the best interest of the County.

NOW, THEREFORE, BE IT RESOLVED that from and upon the date of this resolution, the Brunswick County Tax Collector be and he hereby is authorized to direct the levy and execution against personal property to the Sheriff of Brunswick County, to the extent the Sheriff can assist given current staffing levels, as provided by N.C. Gen. Stat. Section 105-367(b).

This the 21st day of January, 2020.

Frank Williams, Chair
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

Action Item # VI. - 4.

From:
John Nichols, P.E.

Utilities - 211 Water Treatment Plant Filter Construction Budget
Amendment (John Nichols, Director of Public Utilities)

Issue/Action Requested:

Request that the Board of Commissioners approve a budget amendment for \$1.2 million to fund the construction costs for five (5) replacement Evoqua filters at the 211 WTP.

Background/Purpose of Request:

The 211 WTP has been in continuous service supplying drinking water to Brunswick County since 1975. The existing steel Evoqua filters have reached the end of their useful service life and are due for replacement. Moreover, for redundancy it is important to maximize the treatment capacity of the 211 Water Treatment Plant while the Northwest Water Treatment Plant is being upgraded. The FY20 line item budget includes \$900,000 toward the purchase of new filter materials from Evoqua. The filters have to be constructed onsite and upon further review by staff, construction of the filters is beyond the capability of treatment plant staff to perform in the needed time frame for completion.

It is recommended that the project be bid out formally as erection of the steel filters is expected to cost up \$1.2 million (based on Evoqua engineers' estimate). Staff recommends a budget amendment in the amount of \$1.2 million.

Fiscal Impact:

Budget Amendment Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates \$1,200,000 in Water Sales Revenues for the project.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend the Board of Commissioners approve a budget amendment for \$1.2 million to fund the construction costs for five (5) replacement Evoqua filters at the 211 WTP.

ATTACHMENTS:

Description

- 20200121 Budget Amendment 211 Water Treatment Filters.pdf

Request Info	
Type	Budget Amendment
Description	211 Water Treatment Filters
Justification	Board Meeting 01/21/2020-Appropriate \$1,200,000 of water revenues for the construction of the replacement Evoqua filters at the 211 Water Treatment Plant.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
617110	371316	Water - Administration	Water Sales-Retail	100000	Increase	Credit
617110	371317	Water - Administration	Water Sales-Wholesale	100000	Increase	Credit
617110	371319	Water - Administration	Water Sales-Irrigation	1000000	Increase	Credit
617130	455000	211 Water Treatment Plant	Cap Outlay-Equipment	1200000	Increase	Debit

Total	
Grand Total:	2400000



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

From:
Andrea White

Action Item # VI. - 5.

Utilities - Cape Fear River Locks and Dams (John Nichols,
Public Utilities Director)

Issue/Action Requested:

Request that the Board of Commissioners receive information on the Cape Fear River Locks and Dams.

Background/Purpose of Request:

Utilities staff has been following the progression of a study by the US Army Corps of Engineers for the last couple of years that seeks to determine the best way for them to dispose of Locks and Dams 1, 2, and 3 on the Cape Fear River. The LCFWSA raw water intake is just above Lock and Dam #1 and it provides necessary water storage for the region (BC, CFPUA, Pender, Industries).

Mr. Nichols will provide information on utilities' concerns related to this issue.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners receive information on the Cape Fear River Locks and Dams.

ATTACHMENTS:

Description

- Cape Fear Locks and Dams Disposition Study - Update for Stakeholders
- State of NC Cape Fear River L&D Meeting 121819
- Cape Fear River Locks and Dams Needs Assessment Stakeholder Responses
- Cape Fear River Locks and Dams Stakeholder Responses
- FW Corps of Engineers Disposition Study Meeting



Cape Fear Locks and Dams – Disposition Study Update – 18 December 2019



BUILDING STRONG



Trusted Partners Delivering Value Today for a Better Tomorrow



Corps Disposition Study Update:



BUILDING STRONG

- Opening Remarks
- Update on Disposition Study
- Status and Way Forward
- Brennan Dooley, *Project Manager, Wilmington District*
- Questions and Answers



Origins and Features of the Study



BUILDING STRONG

- The Federal Government seeks to dispose of facilities and projects that no longer serve their authorized purpose, in this case, commercial navigation.
- The Cape Fear Locks and Dams no longer lock commercial vessels.
- The projects have locks and dams which create pools between Lock and Dam #1, to Fayetteville.
- In the case of Corps of Engineers projects, the disposal process is evaluated in a “Disposition Study”.
- All potential impacts, resources and outcomes must be considered.
- A recommendation must be made.



Additional Features of the Study



BUILDING STRONG

- The study cannot fully evaluate or recommend changes to support another project purpose, such as water supply.

- Therefore, the study only evaluates:
 - ▶ “No-Action”: No additional funding or Federal actions would occur;
 - ▶ De-authorize (a Congressional action), De-construct, and Dispose of Improvements (Real Estate);
 - ▶ De-authorize, and Dispose to a Willing Governmental Entity.

An Integrated Main Report/Environmental Assessment and supporting Appendices will be provided to Congress for action.



BLUF



BUILDING STRONG

- The navigation projects no longer serve a commercial purpose.
- *Stakeholders are fully aware that the study cannot evaluate re-purposing alternatives, only disposal alternatives.*
- Projects have recreational uses that generate regional and local income;
- Upkeep costs are now down to approx. \$450,000/year (“caretaker status”) and will further decline;
- There is *substantial* stakeholder & agency interest in the projects for:
 - Water Storage and Supply;
 - Fish Passage
 - Recreation
 - Maintaining Ecosystem Value
- *The Corps believes the State is a willing partner to take ownership.*



Facts to Consider



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Although they no longer host commercial navigation:

- The projects provide incidental (not Federally-authorized) water storage and supply to approximately 600,000 residents of southeastern North Carolina.
- The projects are used by tens of thousands of recreational visitors per year, and support economic outcomes at a regional economic value of approximately \$1.9 million per year.
- The projects support a diverse and healthy ecosystem.



STUDY STATUS



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- Information Meeting - 1 May 2017
 - a) presentation on the Federal commercial navigation projects on the Cape Fear River,
 - b) the issue of Federal interest, and,
 - c) the current study to determine if disposal of these projects is in the Federal interest, and by what means.
- Formal Public Scoping - 12 December 2018
 - Solicited input so Corps and other agencies have full knowledge of factors considered in an alternatives analysis.
- Governance Meeting – 16 April 2019
 - Purpose was to obtain a State “Champion” to accept transfer of projects to State ownership and stewardship.

The Study Report is being finalized as a Draft subject to Public and Agency, Agency Technical, and Policy and Legal reviews.



The State Resolution



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NC House Bill 2785 is an Act to allow the State to acquire Locks and Dams One, Two, and Three on the Cape Fear River from the United States:

- Recognizes no continued Federal interest in projects;
- Recognizes existing and future water supply needs;
- Potential effects of dam removal;
- State “may accept” projects, subject to all three being “properly refurbished”, and with fish passage at all three;
- Secretary of Transportation (via “DENR”) identified to negotiate transfer.

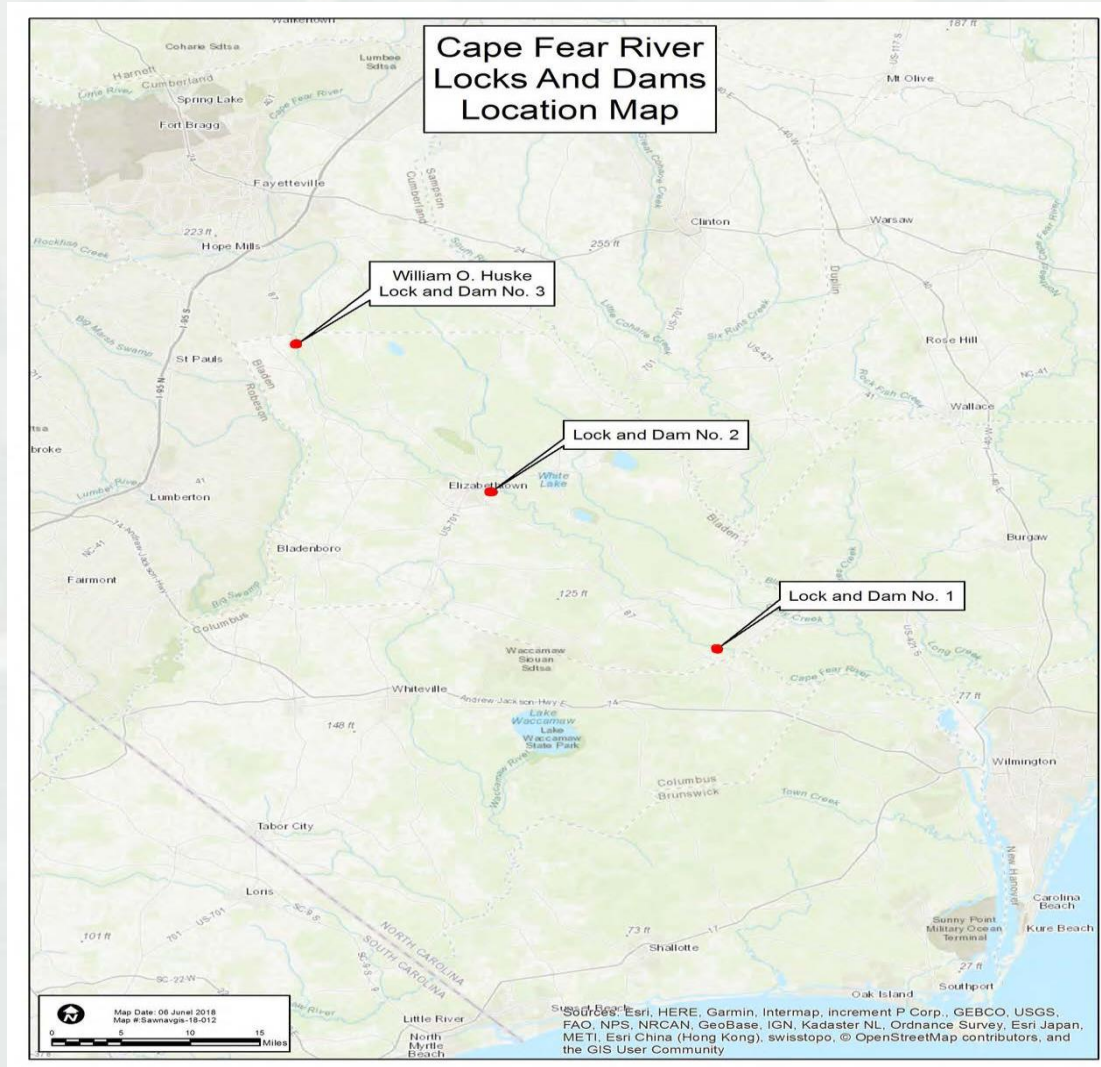


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System Overview



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Cape Fear Lock and Dam #1



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Cape Fear Lock and Dam #2



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Cape Fear Lock and Dam #3



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Authorities and Guidance



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Locks and Dams #1 and #2, plus navigation channel: HD 890/60/1 – June 25, 1910. Lock and Dam #3: HD 786/71/3 – August 30, 1935.

Recreation facilities authorized by Section 4 of FCA of 1944.

Study Authorized - Section 216 “Review of Completed Works” in FCA of 1970 (P.L. 91-611)

Real Estate Policy Guidance Letter No. 33 - Interim Guidance Disposition Studies – September 28, 2016

This effort is a 100% Federally-Funded Disposition Study



Talking Points #1



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Do the projects currently meet their authorized purposes?

No commercial use of the navigation features of the projects since 1995.

- Locks operated on a seasonal basis for lockage of migratory fish, including sturgeon and striped bass. (*not obligatory*).
- Recreation: Occasional small-scale sight-seeing lockages occur. There is considerable recreational use of the projects that does *not* involve lockage of vessels (festivals, picnics, fishing, etc.).
- Periodic lockages occur to ensure project functionality.



Talking Points #2



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Will future conditions or needs be different from the current condition?

Yes, there will be no status quo.

- Decreasing availability of funds for operation & maintenance - Future federal funding is highly uncertain.
- Project no longer serves its authorized purpose & no indication of future commercial need.
- Eventually impacts on structural integrity; may fail and need costly repair, rehabilitation or replacement, *which will not be funded.*



Talking Points #3



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Are there opportunities to modify the project to serve a water resources development purpose other than its current authorized purposes?

Yes, however, *not* by the Federal Government!

- Three pools provide *incidental* Municipal & Industrial water supply to numerous communities, and Fort Bragg, and have one or more water intakes; however, these are *not authorized* project purposes;
- Locks and Dams #2 and #3 provide opportunities for fish passage;
- All three projects provide recreation opportunities to the region. They have substantial visitation.



Talking Points #4



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Does the project pose a risk to public safety?

No; The dams are low-head, in minimally acceptable condition, and pose no significant risk to those at or downstream in a failure scenario.

The sites are currently set up for public access to designated recreation areas, but are not staffed 24 hours a day or even have a ranger on site daily.

What are the primary risk drivers?

Primarily lack of adequate maintenance and repair funding in out-years. The dams are ~100 years old.



Talking Points #5



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Are there any environmental concerns or controversies that could affect the scope or outcome of the study?

No environmental concerns unless disposition involves removing all or part of any lock and dam structures, as this may affect the existing fish passage structure at Lock and Dam #1 or would affect pool levels at any of the three dams.

There is no way of knowing the environmental effects of removal options at this time. Effects could include: changes in vegetation and species, changes in groundwater levels and flow direction in the floodplains, and of course, large changes in stage between Dam #1 and Fayetteville.



Talking Points #6



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Are the real property and improvements suitable for public uses other than water resources development?

Yes, but not much beyond what the facilities are currently being used for, which is recreation. The properties appear too far from population centers to be repurposed for other public services.

Do the real property and improvements have commercial value?

Yes. There is sufficient open space acreage to have some quantifiable commercial value, but they are in a rural area with low-density development.



Talking Points #7



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Are alterations necessary to dispose of the projects?

No.

- Currently in acceptable condition;
- Operable and open to the public;
- Substantially “safe”:
 - May require the locks and dams to be fenced off to prevent trespassing and possible accidents.
 - Locks may have to be filled and sealed to prevent by-passing the fencing and falling into the lock chamber.
 - *Other “safe” disposal may make the properties available to state or local entities that would maintain them for other uses.*



Talking Points #8



BUILDING STRONG

What are the annual holding costs?

Currently approximately \$ 450,000, which will decline substantially over future years.

(Including operations, labor, maintenance, dredging and electrical usage).

Annual holding costs for other uses could be considerably less than this, due to lack of need for a lock tender and lock maintenance.



Talking Points #9



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Are there any other special considerations or potential liabilities due to retaining ownership of the project?

- Anticipated future funding for the projects will likely continue to decline, based on no navigation commercial usage.
- This factor *will likely lead to advancing deterioration of the project, decreasing safety of the facilities, decreasing use of the properties, and would likely result in failure of one or more of the locks, and draining of the pool(s) during low flow periods.*



Talking Points #10



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What is the level of congressional interest in the projects and in the Disposition Study?

Unknown, but Rep. Rouzer's staff has attended the public information meetings.

Senators Burr and Tillis have not yet expressed an opinion.



Talking Points #11



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What uncertainties need to be reduced in order to make a recommendation?

- The study needed a state or local “champion” representing stakeholders’ interests and impacts from a non-Federal view. SAW believes we have State support for transfer of the projects at no cost.
- Formation of a stakeholder sub-committee will help move to non-Federal ownership and maintenance of current positive outcomes, due to need for fish passage at Locks and Dams #2 and #3.
- *State support has been essential to a positive study outcome.*



Talking Points #12



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Are there any issues for the Corps' higher headquarters to monitor and review which would help inform the deauthorization and disposal process?

The Cape Fear River Partnership (NGO) is interested in developing fish passage structures at Locks and Dams #2 and #3 and are partners whether the Corps disposes of, or retains the property. The stakeholders have varied views about what outcome would benefit them most, and also the timeframe over which a decision would be made.

The State House and Senate language has as a condition for accepting ownership of the projects "rehabilitation". It is highly unlikely that rehabilitation beyond what has occurred to-date would be funded. The Corps will likely never receive additional funding for major rehabilitation beyond that already performed.



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Decision-Making Leading to Recommendation



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Factor	No-Action	Deconstruct Projects	Transfer Ownership
Economic Costs	Continue \$450k Fed	(1) \$12+ M Fed Cost	\$0 Fed/~\$200k NF
Comm. Navigation	Continue \$450k Fed	\$0 Future Costs	Unknown
Water Supply	Possible failure	Loss of all Storage	Retain Storage
Groundwater	Possible change direct	Possible change direct	No change
Surface Water	Possible loss in stage	Losses in stage	No change
Riparian Vegetation	Possible loss or change	Changes in type and extent	No change
Aquatic Species	Possible change	Restores passage, but...	No change
Recreation	May decrease over time	Aquatic rec losses	May change
Cultural Usage	May decrease over time	May change	No change
Socio-Economics	May decrease over time	Minimal effect	No change
Drought Response	May be impacted	Poor response	Best Outcome
HTRW	May effect	May effect extent/direction	No change



Accomplishments of the Recommended Plan



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- Commercial navigation requirements end;
- Water Storage and Supply outcomes likely unaffected;
- Groundwater quantity and direction of flow likely unaffected;
- Surface water extent and volume likely unaffected;
- Riparian vegetation extent and species likely unaffected;
- Aquatic species likely unaffected (positive with fish passage);
- Recreation likely unaffected;
- Cultural usage likely unaffected;
- Socio-economics likely unaffected, or positive increase;
- Drought response is best possible outcome;
- HTRW likely unaffected.



Path Forward



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- Finalize Draft Report/EA for concurrent review;
- Release for concurrent review – Sep 2019;
- 30-60 day Agency Technical Review, to Nov 2019;
- Response to comments; revise report and appendices;
- Public & Agency, and Policy & Legal review – Dec 2019 to Feb 2020;
- Respond to comments; revise report and appendices – Feb-Mar 2020;
- Submit to MSC & HQ - Apr 2020;
- HQ final review – Apr-May 2020;
- Director's Report – July 2020;
- ASA(CW) review – Aug 2020;
- Transmittal to OMB – Sep 2020;
- **Transmittal to Congress; De-authorization - WRDA 2020 – Dec 2020**
- **Real Estate action; transfer of ownership - ? 2022 ?**



Study Schedule



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- Formal Scoping – 12 December 2018
- Governance Meeting with State agencies – 16 April 2019
- “Tentatively Selected Plan” (TSP) Milestone – 7 May 2019
- *Technical Analyses and Draft Report/EA Prep – thru 6 Sep 2019*
- Concurrent State & Agency, Internal, and Policy (HQ, Counsel) Reviews – Dec 2019 –Feb 2020
- Finalize Report and Appendices – Feb-Mar 2020
- Submit Final Report to Headquarters/ – Apr 2020



Questions?



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Trusted Partners Delivering Value Today for a Better Tomorrow



Cape Fear River Locks and Dams: Meeting with Community Stakeholders

December 18, 2019

2:00 pm – 4:00 pm



Agenda:

Introduction

Overview

Session Law 2008-186

Timeline Review

Focus Areas Review

Questions Review

Q&A

Overview

- Future Federal funding is highly uncertain
- USACE determined the project no longer serves its authorized purpose
- Session Law 2008-136 states that the State “may accept” projects, subject to all three being “properly refurbished”, and with fish passage at all three;
- Water supply intakes will be impacted if L&D are no longer maintained
- Locks and Dams 1, 2, and 3 provide opportunities for fish passage
- The area provides recreation opportunities to the region
- USACE needs a State or local sponsor to transfer ownership of the property



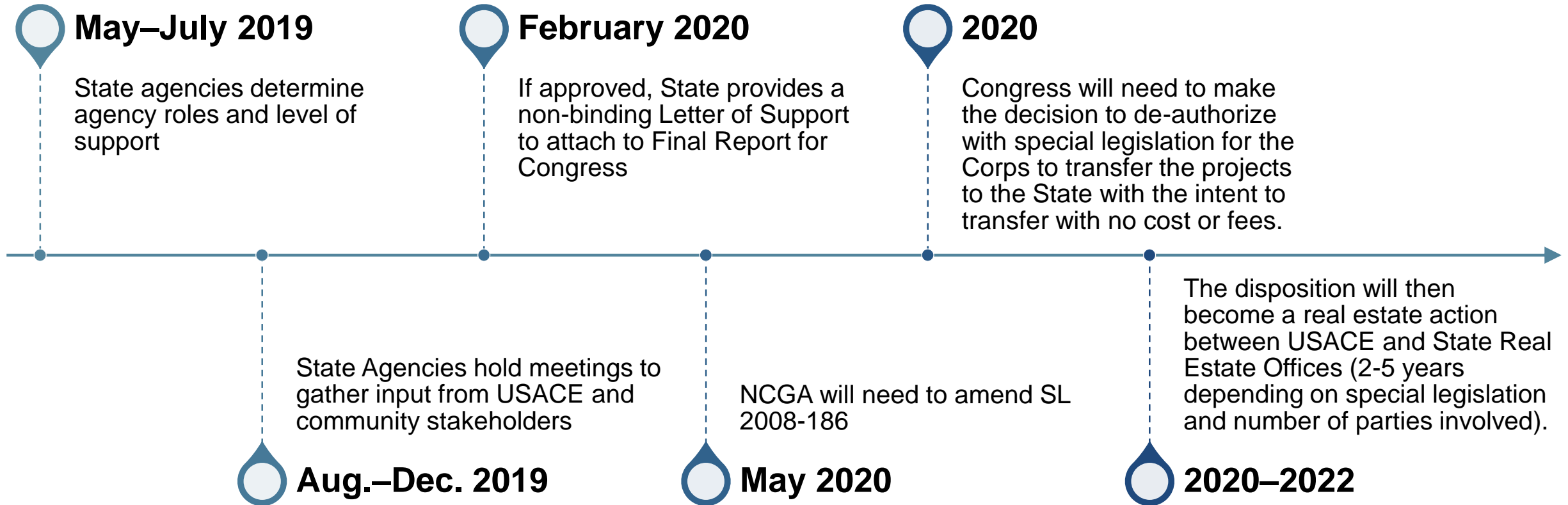
Session Law 2008-186

AN ACT TO ALLOW THE STATE TO ACQUIRE LOCKS AND DAMS ONE, TWO, AND THREE ON THE CAPE FEAR RIVER FROM THE UNITED STATES:

- Recognizes no continued Federal interest in projects;
- Recognizes existing and future water supply needs;
- Recognizes potential effects of dam removal on fish passage and water supply;
- State “may accept” projects, subject to all three being “properly refurbished”, and with fish passage at all three;
- Secretary of Transportation (via “DEQ”) identified to negotiate transfer and approved by the Council of State;
- Upon approval, the Council of State shall allocate the property to DOT, DEQ, or other State department as it deems appropriate.



Potential Timeline: If we move forward



Focus Areas

- **Water Supply:** A number of municipalities and industries have water supply intakes in the impounded waters behind the structures.
- **Water Quality:** The three structures impound the waters of the Cape Fear River, slowing flow and increasing residence time. This may contribute to water quality concerns such as algal blooms when flows are low and water temperature is high.
- **Fish Passage:** Lock and Dam No. 1 has been modified with a rock-arch weir to allow passage of diadromous fishes to access historic spawning areas. Lock and Dams 2 and 3 are being studied for modification to also allow passage of diadromous fishes.



Focus Areas

- **Aquatic Habitat:** The construction of the three structures submerged riffle-run complexes, converting this reach of the Cape Fear River from a lotic, riverine system to a more impounded, lentic system. The riffle areas are generally preferred habitat for the diadromous fishes being provided passage.
- **Recreation:** Motorboaters may use the locks for passage and the additional depth provided by the dams for safe passage up and down the river. Non-motorized boaters also use the river (i.e. kayaking, canoeing, paddle boarding). Additional recreational activities include festivals, picnics, fishing, etc.



Focus Groups: Questions Review

Stakeholders will break into their desired focus groups (time will only allow for participants to attend one focus group) and discuss the following questions for each concern:

1. How does the Locks and Dams system impact you/your organization/your community?
2. What actions would you/your organization/your community like to take concerning the Locks and Dams system?
3. What are the risks associated with those actions/no action?
4. Are you/your organization/your community willing to provide resources? If yes, what resources are you/your organization/your community willing to provide?
5. How can the State better support you/your organization/your community affected by the Locks and Dams system?





Questions?

#1

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Page 2: Stakeholder Input

Q7 Rank the importance (1=Highest Importance, 5=Lowest Importance) of focus areas for the Cape Fear River Locks and Dams from you/your community/your organizations perspective.

Water Quality	3
Water Supply	2
Fish Passage	5
Aquatic Habitat	4
Recreation	1

Q8 How does the Locks and Dams system impact you/your organization/your community?

prevents important migratory fish from reaching their spawning grounds

Q9 What actions would you/your organization/your community like to take concerning the Locks and Dams system?

Fish passage at # 3
removal or fish passage at #2

Q10 What are the risks associated with those actions?

fish passage = 0 risk
removal of #2 may impact water supply but that is a question for water users

Q11 How can the State better support you/your organization/your community affected by the Locks and Dams system?

State ownership would allow greater flexibility because COE ownership is navigation only

Q12 What resources are you/your community/your organization willing to provide? **Technical assistance**

Q13 What additional topics do you think we should address in gathering stakeholder information?

ownership - transfer of ownership to state

#2

COMPLETE

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Page 2: Stakeholder Input

Q7 Rank the importance (1=Highest Importance, 5=Lowest Importance) of focus areas for the Cape Fear River Locks and Dams from you/your community/your organizations perspective.

Water Quality	2
Water Supply	5
Fish Passage	1
Aquatic Habitat	3
Recreation	4

Q8 How does the Locks and Dams system impact you/your organization/your community?

They block fish passage, and slow water flow which can cause water quality issues especially during warm weather.

Q9 What actions would you/your organization/your community like to take concerning the Locks and Dams system?

We would prefer that they be removed, but if that is not possible then fish passage should be constructed at all three locks and dams.

Q10 What are the risks associated with those actions?

Biggest risk with removal is potential impacts on water supply users. The biggest impact of a fish passes structure is not adequate enough passage.

Q11 How can the State better support you/your organization/your community affected by the Locks and Dams system?

Adequate funding to implement the best action.

Q12 What resources are you/your community/your organization willing to provide?

Information/research

Q13 What additional topics do you think we should address in gathering stakeholder information?

I believe all reasonable topics are already on the table.

#3

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Page 2: Stakeholder Input

Q7 Rank the importance (1=Highest Importance, 5=Lowest Importance) of focus areas for the Cape Fear River Locks and Dams from you/your community/your organizations perspective.

Water Quality	3
Water Supply	4
Fish Passage	1
Aquatic Habitat	2
Recreation	5

Q8 How does the Locks and Dams system impact you/your organization/your community?

Lock and Dams 2 and 3 prevent anadromous fish from accessing critical spawning habitat. The USACE has limited fish lockages during spring migration season due to funding and staff resources. Presence of the locks and dams is a major contributor to the loss of anadromous fish populations in the Cape Fear River, including striped bass, American shad and sturgeon.

Q9 What actions would you/your organization/your community like to take concerning the Locks and Dams system?

1. Modify Lock and Dam 1 to improve fish passage over the dam and through the rock arch weir.
2. Remove Lock and Dam 2 to allow fish to migrate upstream to more appropriate freshwater habitat.
3. Construct a rock arch weir at Lock and Dam 3 to allow for full fish passage and access to historical spawning grounds.
4. Deauthorization of all three locks and dams through a 2020 WRDA.
5. Boat ramp, park area and facilities become integrated into the State park system and maintained for recreational activities.
6. State collaborate with Bladen County, the Cape Fear River Partnership and set aside a dedicated fund to invest into the removal of Lock and Dam 2 and the construction of a rock arch weir at Lock and Dam 3 within three years.

Q10 What are the risks associated with those actions?

1. Intake volume and capacity limitations at Lock and Dam 2.
2. Alternative uses for Lock and Dam 3 by Fayetteville PWC.
3. Recreational fishing community oppose removal of Lock and Dam 2.
4. State may not be able to set aside a dedicated fund to invest into fish passage actions.

Q11 How can the State better support you/your organization/your community affected by the Locks and Dams system?

Provide positive response to the USACE agreeing to take on responsibility of the locks and dams.
Encourage USACE to request deauthorization in the next WRDA.
Set aside dedicated funding source for fish passage construction actions at Lock and Dams 2 and 3.

Q12 What resources are you/your community/your organization willing to provide?

Other (please specify):

Moffatt & Nichol is willing and able to provide technical assistance through engineering, design, permitting of fish passage at Lock and Dams 2 and 3. Additionally, the Cape Fear River Partnership Coordinator can support and facilitate meetings and information distribution.

Q13 What additional topics do you think we should address in gathering stakeholder information?

1. Timeframe for next steps and future actions.
 2. How and where does the locks and dams fit into DEQ, i.e. which division would have management responsibility?
 3. Would the State continue to support Bladen County's fish passage activities at Lock and Dams 2 and 3?
 4. How does the Disposition process and the State's involvement affect future fish passage permit applications?
 5. Discussion of Duke Energy's Buckhorn Dam and American River's feasibility study to remove Buckhorn Dam - how would that affect locks and dams?
 6. Interaction of the WHIP and the locks and dams. What would be the affect of the WHIP moving forward with the locks and dams in the mitigation plan?
-

#4

COMPLETE

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Page 2: Stakeholder Input

Q7 Rank the importance (1=Highest Importance, 5=Lowest Importance) of focus areas for the Cape Fear River Locks and Dams from you/your community/your organizations perspective.

Water Quality	2
Water Supply	1

Q8 How does the Locks and Dams system impact you/your organization/your community? **Respondent skipped this question**

Q9 What actions would you/your organization/your community like to take concerning the Locks and Dams system? **Respondent skipped this question**

Q10 What are the risks associated with those actions? **Respondent skipped this question**

Q11 How can the State better support you/your organization/your community affected by the Locks and Dams system? **Respondent skipped this question**

Q12 What resources are you/your community/your organization willing to provide? **Respondent skipped this question**

Q13 What additional topics do you think we should address in gathering stakeholder information?

CFPUA is responding to the community's current and future needs by installing two new pumps at the Kings Bluff Pumping Station. This allows CFPUA to provide more reliability and efficiency for our water intake.

#5

COMPLETE

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Page 2: Stakeholder Input

Q7 Rank the importance (1=Highest Importance, 5=Lowest Importance) of focus areas for the Cape Fear River Locks and Dams from you/your community/your organizations perspective.

Water Quality	2
Water Supply	5
Fish Passage	1
Aquatic Habitat	3
Recreation	4

Q8 How does the Locks and Dams system impact you/your organization/your community?

Impedes successful spawning migration of anadromous fish and limits access to habitat

Q9 What actions would you/your organization/your community like to take concerning the Locks and Dams system?

monitoring

Q10 What are the risks associated with those actions? **Respondent skipped this question**

Q11 How can the State better support you/your organization/your community affected by the Locks and Dams system? **Respondent skipped this question**

Q12 What resources are you/your community/your organization willing to provide? **Technical assistance**

Q13 What additional topics do you think we should address in gathering stakeholder information? **Respondent skipped this question**

#6

COMPLETE

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IP Address: 205.156.36.17

Page 2: Stakeholder Input

Q7 Rank the importance (1=Highest Importance, 5=Lowest Importance) of focus areas for the Cape Fear River Locks and Dams from you/your community/your organizations perspective.

Water Quality	3
Water Supply	4
Fish Passage	1
Aquatic Habitat	2
Recreation	5

Q8 How does the Locks and Dams system impact you/your organization/your community?

NMFS is trying to restore connectivity in the river for anadromous fishes

Q9 What actions would you/your organization/your community like to take concerning the Locks and Dams system?

Remove Number 2. Place rock arch fishway at Number 3

Q10 What are the risks associated with those actions? **Respondent skipped this question**

Q11 How can the State better support you/your organization/your community affected by the Locks and Dams system? **Respondent skipped this question**

Q12 What resources are you/your community/your organization willing to provide? **Technical assistance**

Q13 What additional topics do you think we should address in gathering stakeholder information? **Respondent skipped this question**

#7

COMPLETE

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Page 2: Stakeholder Input

Q7 Rank the importance (1=Highest Importance, 5=Lowest Importance) of focus areas for the Cape Fear River Locks and Dams from you/your community/your organizations perspective.

Water Quality	2
Water Supply	1
Fish Passage	3
Aquatic Habitat	5
Recreation	4

Q8 How does the Locks and Dams system impact you/your organization/your community?

Lock & Dam Number 1 on the Cape Fear River is a crucial part of the drinking water infrastructure serving hundreds of thousands of residents in Southeastern North Carolina, including 80 percent of the customers of Cape Fear Public Utility Authority in New Hanover County. CFPWA draws raw water from the Cape Fear River from transmission lines with intakes in the pool created by Lock & Dam Number 1. These transmission lines, owned and operated by CFPWA and the Lower Cape Fear Water and Sewer Authority (LCFWASA), were designed several decades ago specifically with the Lock & Dam Number 1 in mind: Lock & Dam Number 1 maintains the river depth necessary to withdraw raw water. Tens of millions of dollars were spent in the construction of these transmission systems and millions more has been spent since then to maintain and improve them. Moreover, CFPWA, Brunswick County, and LCFWASA have begun a \$44 million project to build an additional raw water line to increase capacity.

In addition to providing water depth critical to withdrawal, the pool created by Lock & Dam Number 1 also serves as an emergency reservoir of raw water.

Anything that jeopardizes Lock & Dam Number 1 would significantly jeopardize a crucial, irreplaceable source of water for hundreds of thousands of people and seriously impair the multimillion-dollar investments made by several communities to ensure access to a reliable raw water source.

Q9 What actions would you/your organization/your community like to take concerning the Locks and Dams system?

CFPUA would advocate for actions that result in continued maintenance in particular of Lock & Dam Number 1. Our preference would be for USACOE to continue its ownership and maintenance, as it has significant experience. Actions CFPUA could take to help bring that about could include advocacy, in partnership with local governments in our service area, to State and Congressional elected representatives to have Lock & Dam Number 1 reclassified as critical water-supply infrastructure and provide sufficient funding for ongoing maintenance.

Concurrently, CFPUA should be involved in stakeholder discussions to identify and implement an alternate plan for maintaining Lock & Dam Number 1, most likely under a State agency, in the event that continued ownership by USACOE proved to be temporary.

Q10 What are the risks associated with those actions?

Any risks associated with the actions outlined in Question 3 are insignificant when compared with the risks posed by uncertainty about the future of Lock & Dam Number 1. Its continued maintenance is crucial to the drinking water security of hundreds of thousands of residents.

Q11 How can the State better support you/your organization/your community affected by the Locks and Dams system?

CFPUA recommends that the State adopt a two-track approach to this issue. First, the State can advocate for continued ownership by USACOE, including working with North Carolina's Congressional delegation to push for reclassification of Lock & Dam Number 1 as critical water-supply infrastructure and ensure adequate funding for maintenance. Second, the State can continue efforts it already is leading to work with stakeholders to identify and implement an alternative long-term solution should USACOE proceed with disposition of Lock & Dam Number 1 and others on the Cape Fear River.

Q12 What resources are you/your community/your organization willing to provide?

Information/research

Q13 What additional topics do you think we should address in gathering stakeholder information?

Determine how to rank the impacts of the Locks and Dams on different stakeholders. All are important, but they are not necessarily equal.

Details on the costs and other resources, as well as the expertise, required for maintenance. Related, could Lock & Dam 1 be altered (e.g., remove or disable the lock) to reduce the need for and costs of continued maintenance?

#8

COMPLETE

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IP Address: 152.20.21.224

Page 2: Stakeholder Input

Q7 Rank the importance (1=Highest Importance, 5=Lowest Importance) of focus areas for the Cape Fear River Locks and Dams from you/your community/your organizations perspective.

Water Quality	1
Water Supply	3
Fish Passage	2
Aquatic Habitat	4
Recreation	5

Q8 How does the Locks and Dams system impact you/your organization/your community?

the dams slow water flow and create potential for harmful algal blooms. The dams make upstream anadromous fish passage challenging.

Q9 What actions would you/your organization/your community like to take concerning the Locks and Dams system?

See dam modifications that improve fish passage accomplished.

Q10 What are the risks associated with those actions?

Potential of contaminated sediments behind the dams.

Q11 How can the State better support you/your organization/your community affected by the Locks and Dams system?

find funding to improve fish passage and study the physical and chemical habitat.

Q12 What resources are you/your community/your organization willing to provide?

Information/research

Q13 What additional topics do you think we should address in gathering stakeholder information?

More details on recreational use of the river should be quantified.

#9

INCOMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, December 16, 2019 8:56:40 AM
Last Modified: Monday, December 16, 2019 9:32:20 AM
Time Spent: 00:35:39
IP Address: 12.4.100.253

Page 2: Stakeholder Input

Q7 Rank the importance (1=Highest Importance, 5=Lowest Importance) of focus areas for the Cape Fear River Locks and Dams from you/your community/your organizations perspective.

Water Quality	2
Water Supply	1
Fish Passage	3
Aquatic Habitat	4
Recreation	5

Q8 How does the Locks and Dams system impact you/your organization/your community?

Backwater from L&D 3 keeps our water intake submerged during low flow periods. With L&D 3 in place, our long term water supply is assured.

Q9 What actions would you/your organization/your community like to take concerning the Locks and Dams system?

Work with any entities involved to ensure that a transfer does not threaten our long term water supply. Other alternatives including transfer to local control need to be evaluated.

Q10 What are the risks associated with those actions?

Any modification that would alter the elevation of L&D 3 would be a risk to our long term water supply.

Q11 How can the State better support you/your organization/your community affected by the Locks and Dams system?

Fully evaluate the advantages and disadvantages of alternatives being considered by the Corps to include transfer to local government.

Q12 What resources are you/your community/your organization willing to provide?

Other (please specify):
 It is understood that transfer to local government would entail costs that would need to be addressed by the local government.

Q13 What additional topics do you think we should address in gathering stakeholder information?

Time frame for making a decision, options being considered by the State.

#10

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, December 16, 2019 9:47:38 AM
Last Modified: Monday, December 16, 2019 10:03:59 AM
Time Spent: 00:16:21
IP Address: 12.4.100.253

Page 2: Stakeholder Input

Q7 Rank the importance (1=Highest Importance, 5=Lowest Importance) of focus areas for the Cape Fear River Locks and Dams from you/your community/your organizations perspective.

Water Quality	2
Water Supply	1
Fish Passage	3
Aquatic Habitat	4
Recreation	5

Q8 How does the Locks and Dams system impact you/your organization/your community?

The backwater created by L&D 3 keeps the PWC raw water intake submerged and provides a reliable supply source during low flow periods.

Q9 What actions would you/your organization/your community like to take concerning the Locks and Dams system?

Other alternatives than the ones being considered in the Disposition study need to be evaluated including transfer to local government.

Q10 What are the risks associated with those actions?

Any adjustment to the elevation of L&D 3 would constitute a potential problem with PWC's long term water supply needs.

Q11 How can the State better support you/your organization/your community affected by the Locks and Dams system?

Fully evaluate the option of transfer to local government. It is understood that this would likely entail costs to local government that would have to be addressed. An important issue that would need to be addressed is the cost associated with current deficiencies to the structure.

Q12 What resources are you/your community/your organization willing to provide?

Other (please specify):
 Coordination with any aspects associated with transfer to local government.

Q13 What additional topics do you think we should address in gathering stakeholder information?

Timing of decisions concerning the Disposition study as well as the State's timeline for making any decision.

#11

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, December 16, 2019 2:50:05 PM
Last Modified: Monday, December 16, 2019 2:57:11 PM
Time Spent: 00:07:06
IP Address: 147.166.3.15

Page 2: Stakeholder Input

Q7 Rank the importance (1=Highest Importance, 5=Lowest Importance) of focus areas for the Cape Fear River Locks and Dams from you/your community/your organizations perspective.

Water Quality	2
Water Supply	1
Fish Passage	3
Aquatic Habitat	4
Recreation	5

Q8 How does the Locks and Dams system impact you/your organization/your community?

Fort Bragg obtains all water via Fayetteville PWC and Harnett County. Both pull from the Cape Fear River. Daily usage on Bragg is 3-4 million gallons per day.

Q9 What actions would you/your organization/your community like to take concerning the Locks and Dams system? **Respondent skipped this question**

Q10 What are the risks associated with those actions? **Respondent skipped this question**

Q11 How can the State better support you/your organization/your community affected by the Locks and Dams system? **Respondent skipped this question**

Q12 What resources are you/your community/your organization willing to provide? **Not applicable/None**

Q13 What additional topics do you think we should address in gathering stakeholder information? **Respondent skipped this question**

#12

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, December 17, 2019 6:21:04 AM
Last Modified: Tuesday, December 17, 2019 6:31:06 AM
Time Spent: 00:10:02
IP Address: 71.69.146.141

Page 2: Stakeholder Input

Q7 Rank the importance (1=Highest Importance, 5=Lowest Importance) of focus areas for the Cape Fear River Locks and Dams from you/your community/your organizations perspective.

Water Quality	2
Water Supply	4
Fish Passage	1
Aquatic Habitat	3
Recreation	5

Q8 How does the Locks and Dams system impact you/your organization/your community?

Lack of adequate and complete fish passage precludes full restoration of the anadromous fish populations, spawning, and nursery habitat in the river.

Q9 What actions would you/your organization/your community like to take concerning the Locks and Dams system?

Preferably, find another solution for water supply, and remove the Locks and Dams system from the river. Alternatively, add timely, safe and effective fish passage to Lock and Dams 2 and 3.

Q10 What are the risks associated with those actions?

There is a risk of inadequate political support for removal. There is a risk that fish passage structures may not work as intended. There is a risk that funding for implementation might not be forthcoming.

Q11 How can the State better support you/your organization/your community affected by the Locks and Dams system?

Secure a responsible owner; secure adequate funding to initiate either removal, or repairs and fish passage.

Q12 What resources are you/your community/your organization willing to provide?

Technical assistance

Q13 What additional topics do you think we should address in gathering stakeholder information?

Information on the potential benefits, ecological, economic and cultural, of full restoration of passage and habitat quality for the diadromous fish species in the river.

#13

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, December 17, 2019 10:01:34 AM
Last Modified: Tuesday, December 17, 2019 10:15:06 AM
Time Spent: 00:13:32
IP Address: 164.51.116.202

Page 2: Stakeholder Input

Q7 Rank the importance (1=Highest Importance, 5=Lowest Importance) of focus areas for the Cape Fear River Locks and Dams from you/your community/your organizations perspective.

Water Quality	3
Water Supply	5
Fish Passage	1
Aquatic Habitat	2
Recreation	4

Q8 How does the Locks and Dams system impact you/your organization/your community?

Locks and dams prevent diadromous fish from accessing important spawning, juvenile and adult habitat. Modifying lentic to lotic habitat in segments of stream and river systems creates non-sustainable conditions for riverine-dependent species and truncates or otherwise modifies estuarine reaches of these systems. This creates reduced resiliency to climate change and reduces connectivity between estuarine and riverine habitat.

Q9 What actions would you/your organization/your community like to take concerning the Locks and Dams system?

Ultimately, any actions that would improve connectivity and result in improved diadromous fish habitat access.

Q10 What are the risks associated with those actions?

There are many. Flood control, reduced lotic system recreational opportunities, increased bank erosion, modified water supply access, etc. These are all mitigated by improvements to riverine recreational opportunities, modified riparian construction regulations, etc.

Q11 How can the State better support you/your organization/your community affected by the Locks and Dams system?

Work with local and regional partners to remove locks and dams where possible, and modify their operation to align with seasonal diadromous fish passage where not. Improving fish passage through installation of natural-like fish ladders or flow-arounds and creating needed spawning habitat features where removal is not possible would also be helpful.

Q12 What resources are you/your community/your organization willing to provide?

Network of partners

Q13 What additional topics do you think we should address in gathering stakeholder information?

Cultural and traditional uses of fish in these systems. Restoring runs of diadromous fish species has restorative capacities for such cultural attributes.

#14

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, December 17, 2019 10:09:33 AM
Last Modified: Tuesday, December 17, 2019 10:19:16 AM
Time Spent: 00:09:43
IP Address: 97.87.76.138

Page 2: Stakeholder Input

Q7 Rank the importance (1=Highest Importance, 5=Lowest Importance) of focus areas for the Cape Fear River Locks and Dams from you/your community/your organizations perspective.

Water Quality	2
Water Supply	1
Fish Passage	3
Aquatic Habitat	4
Recreation	5

Q8 How does the Locks and Dams system impact you/your organization/your community?

The dams are vital and critical for the raw surface water supply of Southeastern North Carolina. The removal of any of the three dams would not be in the best interests of North Carolina and it's citizens.

Q9 What actions would you/your organization/your community like to take concerning the Locks and Dams system?

That depends upon what actions are taken regarding changes as related to the dams.

Q10 What are the risks associated with those actions?

N/A

Q11 How can the State better support you/your organization/your community affected by the Locks and Dams system?

I think the Division of Water Resources over the years has done an excellent job managing the water resources of our State that includes the Locks & Dams and matters related to Jordan Lake.

Q12 What resources are you/your community/your organization willing to provide?

Network of partners

Q13 What additional topics do you think we should address in gathering stakeholder information?

Water quantity and quality issues go hand in hand. Both should be discussed in terms of one affecting the other regarding any proposed changes being made.

#15

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, December 17, 2019 9:38:18 AM
Last Modified: Tuesday, December 17, 2019 10:27:05 AM
Time Spent: 00:48:46
IP Address: 167.102.37.34

Page 2: Stakeholder Input

Q7 Rank the importance (1=Highest Importance, 5=Lowest Importance) of focus areas for the Cape Fear River Locks and Dams from you/your community/your organizations perspective.

Water Quality	3
Water Supply	4
Fish Passage	1
Aquatic Habitat	2
Recreation	5

Q8 How does the Locks and Dams system impact you/your organization/your community?

Lock and Dam systems impede spawning migration of diadromous fishes, which are managed by the Atlantic States Marine Fisheries Commission. Significant stretches of suitable spawning habitat are rendered inaccessible which results in a cascade of reduced spawning activity, diminished young-of-year/juvenile abundance, and lost future reproductive potential. Furthermore, lock and dam systems truncate river length reducing the amount of nursery habitats for young-of-year/juveniles that are present. River flow alteration impacts the availability of suitable fish habitat such as the reduction of riffles due to increased areas of impoundment; and it alters sediment transport regimes which affects the rate of marsh accretion, benthic invertebrate diversity, and spawning habitat suitability to name a few.

Q9 What actions would you/your organization/your community like to take concerning the Locks and Dams system?

Removal of lock and dam systems is often not feasible. In these instances, installation of effective fish passage structures is recommended. Lock and Dam #2 and #3 should be retrofitted with fish passage structures such as the rock-arch weir placed at Lock and Dam #1.

Q10 What are the risks associated with those actions?

If properly designed, there is little to no long term risk to the system. There may be short term in river construction impacts to aquatic habitat. A poorly designed and planned fish passage structure that fails to perform can receive negative public pressure as having been a waste of money.

Q11 How can the State better support you/your organization/your community affected by the Locks and Dams system?

Contribute resources towards fish passage initiatives for Lock and Dam #2 and #3.

Q12 What resources are you/your community/your organization willing to provide?

Network of partners

Q13 What additional topics do you think we should address in gathering stakeholder information?

Effects on the river systems that arise from climate change.

#16

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, December 17, 2019 11:32:51 AM
Last Modified: Tuesday, December 17, 2019 12:31:06 PM
Time Spent: 00:58:15
IP Address: 164.159.59.2

Page 2: Stakeholder Input

Q7 Rank the importance (1=Highest Importance, 5=Lowest Importance) of focus areas for the Cape Fear River Locks and Dams from you/your community/your organizations perspective.

Water Quality	3
Water Supply	5
Fish Passage	2
Aquatic Habitat	1
Recreation	4

Q8 How does the Locks and Dams system impact you/your organization/your community?

FWS has been a longstanding proponent of passage or removal of the L&Ds to provide improved water quality and fish and aquatic habitat. Because of the importance of supply and storage to the feasibility of removal or passage, it is difficult to separate in terms of importance (see #1 above). The recreational opportunities (both in terms of improved recreational fishery and paddling/camping/other river based recreation) are also tremendous and could support a vibrant ecotourism opportunity for communities in the lower Cape Fear region. FWS is involved in identifying restoration opportunities as part of the Kerr McGee Damage Assessment, and the L&Ds have been identified as a potentially eligible project for funding consideration when preferred options at L&D 2 and 3 are identified and vetted (work that is already underway).

Q9 What actions would you/your organization/your community like to take concerning the Locks and Dams system?

The FWS supports a comprehensive view of the CFR system (including goals outlined for the Cape Fear River Partnership, of which we are a member). Reconnecting important aquatic habitats (either via removal or passage at the L&Ds, depending on the outcome of the feasibility study ongoing) is a priority FWS has and will continue to support. Our conservation efforts in the upper Cape Fear drainage (partnering on removal of Hoosier Dam on the Rocky River and the anticipated removal of Highfalls dam on the Deep River, both CFR tributaries) and a forthcoming feasibility study of options for habitat connection at Buckhorn reflect our interest in reconnecting habitats for both anadromous and rare Cape Fear River Basin species. Further, these habitats benefit from the water quality improvements anticipated via removal or passage. Our agency has a history of leveraging funding towards priority restoration in the CFR basin, so we would continue to support restoration (both via technical assistance and funding, if available) and would like to see continued collaborative identification of those priorities as part of the CFRP and other stakeholder efforts.

Q10 What are the risks associated with those actions?

Currently, uncertainties related to ultimate disposition, timing, and preferred alternatives for the L&Ds limit the ability for agencies like ours to help secure funds for priority restoration needs. Cost estimates for restoration opportunities likely exceed most individual sources, so a coordinated effort to assemble a patchwork of funds and partners is necessary. Stakeholder engagement and buy in is key (so this meeting is appreciated) to achieving goals and resiliency planning to benefit communities, particularly in the lower CFR. Delivery of priority actions could be simplified with State leadership and future stewardship; likewise, leveraging of funds might be more successful with state stewardship of the L&Ds. Given the focus on the Cape Fear for water quality, recovery from extreme weather events, and resiliency planning right now, a lack of clarity on future management jeopardizes current funding opportunities that might uniquely pair to restoration needs.

Q11 How can the State better support you/your organization/your community affected by the Locks and Dams system?

The state is already a tremendous partner in conservation and stewardship of a network of lands in the Cape Fear River Basin upstream and downstream of the L&Ds, particularly in management of NC parks, gamelands, and state trails. The state's continued role in restoration and improvement of water quality conditions is also invaluable. There is potential to expand on that by helping to connect habitats (and potential recreational opportunities on managed lands via greenways or blueways).

Q12 What resources are you/your community/your organization willing to provide?

Other (please specify):
all of above

Q13 What additional topics do you think we should address in gathering stakeholder information?

co-benefits of actions and long term stewardship changes at L&D sites (beyond those prioritized above) that could be realized including ecotourism, resiliency, and community quality of life improvements. Opportunities to connect state managed lands (and other lands managed for conservation) could also be considered.

#17

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, December 17, 2019 1:55:56 PM
Last Modified: Tuesday, December 17, 2019 2:21:08 PM
Time Spent: 00:25:12
IP Address: 50.124.185.21

Page 2: Stakeholder Input

Q7 Rank the importance (1=Highest Importance, 5=Lowest Importance) of focus areas for the Cape Fear River Locks and Dams from you/your community/your organizations perspective.

Water Quality	4
Water Supply	2
Fish Passage	3
Aquatic Habitat	1
Recreation	5

Q8 How does the Locks and Dams system impact you/your organization/your community?

The Locks and Dams block the Cape Fear River eliminating riverine connectivity and segmenting aquatic species habitat. They convert a natural river system into an impounded lake like condition. The lake like condition causes water quality issues not seen in the flowing portion of the river. The dams create a sense of reliable water supply but are not the only way to assure reliable water supply in the system.

Q9 What actions would you/your organization/your community like to take concerning the Locks and Dams system?

We would like to see removal of LD 2 and 3 with adjustments to infrastructure and flow management strategies to ensure existing water users future water needs.

Q10 What are the risks associated with those actions?

The risk would be that an adjusted flow management does not appropriately provide enough water to water users during times of extreme drought.

Q11 How can the State better support you/your organization/your community affected by the Locks and Dams system?

Provide funding for the removal feasibility analysis which would include an in-depth review of water supply alternatives. Provide technical expertise to lead stakeholders through a process of identifying the needs people have for the river and finding creative ways to meet those needs that is resilient.

Q12 What resources are you/your community/your organization willing to provide?

Other (please specify):

Technical assistance, information/research, planning, help leverage funding

Q13 What additional topics do you think we should address in gathering stakeholder information?

It is important to focus not just on preserving what has been happening on the river for the past decades but what needs to happen to ensure long term sustainability of the uses of the river including the impacts of climate change (more floods and droughts.) Also look beyond just the structures and address the multitude of issues facing the river system.

#18

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, December 17, 2019 1:48:33 PM
Last Modified: Tuesday, December 17, 2019 3:49:44 PM
Time Spent: 02:01:11
IP Address: 104.240.253.170

Page 2: Stakeholder Input

Q7 Rank the importance (1=Highest Importance, 5=Lowest Importance) of focus areas for the Cape Fear River Locks and Dams from you/your community/your organizations perspective.

Water Quality	2
Water Supply	3
Fish Passage	1
Aquatic Habitat	4
Recreation	5

Q8 How does the Locks and Dams system impact you/your organization/your community?

We want improved diadromous fish populations, reduced algal blooms, and water security for utilities. We work on flows with the Corps and the locks affect flow recommendations.

Q9 What actions would you/your organization/your community like to take concerning the Locks and Dams system?

I want more information on removing the locks and dams, and what that means for the utilities' water supplies.

Q10 What are the risks associated with those actions? **Respondent skipped this question**

Q11 How can the State better support you/your organization/your community affected by the Locks and Dams system? **Respondent skipped this question**

Q12 What resources are you/your community/your organization willing to provide? **Information/research**

Q13 What additional topics do you think we should address in gathering stakeholder information? **Respondent skipped this question**

#19

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, December 17, 2019 4:05:25 PM
Last Modified: Tuesday, December 17, 2019 4:15:59 PM
Time Spent: 00:10:34
IP Address: 76.182.30.10

Page 2: Stakeholder Input

Q7 Rank the importance (1=Highest Importance, 5=Lowest Importance) of focus areas for the Cape Fear River Locks and Dams from you/your community/your organizations perspective.

Water Quality	3
Water Supply	5
Fish Passage	2
Aquatic Habitat	1
Recreation	4

Q8 How does the Locks and Dams system impact you/your organization/your community?

reproductive success of diadromous fishes

Q9 What actions would you/your organization/your community like to take concerning the Locks and Dams system?

replace system with a more natural system to facilitate passage of aquatic organisms

Q10 What are the risks associated with those actions?

new system fail to achieve passage objective or degrades one or more of the other focus areas

Q11 How can the State better support you/your organization/your community affected by the Locks and Dams system?

collaboratively identify clear management objectives and roles of partner organizations

Q12 What resources are you/your community/your organization willing to provide?

Network of partners

Q13 What additional topics do you think we should address in gathering stakeholder information?

Respondent skipped this question

Aquatic Habitat

1) How has the Lock and Dam system affected/been affected within each of these categories?

Separated, disconnected hab, W, Q, ↓ N, O

Water movement altered – flooding is worse. Δs timing, ↓ health wetlands, benthos.

Less resilient to eliminated – natural communities (ag. Spp.). Limited hab with ↑ SLR, salinity, impede ability to move up lotic / lentic.

2) What actions would you / your organization like to take concerning the Lock and Dam system?

Keep parks, less impediments */ fish ladders etc.

E town doesn't need dam or Smithfield.

Move toward removal L&Ds but with engineering to ensure reliable water supply.

Move resilient to have natural river for climate Δ. Flooding, healthier hab = healthy fish & communities.

3) What are the risks associated with those actions / no action?

Action: impacts to water supply

No action: risk to flooding

Lost opportunity – funding avail.

4) Are you/your organization willing to provide resources? If yes, what resources are you/your organization willing to provide?

Yes.

5) Are there ways that the State can better support the communities/benefited by the Lock and Dam system?

More cohesive leadership on the river.

Fish Passage

1) How has the Lock and Dam system affected/been affected within each of these categories?

Reduced/Extirpated/Eliminated passage for multiple species.

Striped Bass – no passage & spawn

- Critical Habitat reduced/eliminated endangered species SNS/ATL.

- Lack/Loss Funding reduced & eliminated passage via locks.

2) What actions would you / your organization like to take concerning the Lock and Dam system?

Removal – best option **OR** safe, efficient, effective passage all diadromous species.

3) What are the risks associated with those actions / no action?

No action = migratory fish pop. Reduced/Eliminated

S & B/Sturgeon

Consider all passage designs possible with decommission, including lock chamber passage.

4) Are you/your organization willing to provide resources? If yes, what resources are you/your organization willing to provide?

FWS – Fishway Eng.

Aquatic Hab team – removal assistance

DMF – fish monitor & Survey for stock assmt.

Nature conservancy – Flows workshop results (Jordan Lake).

Allow private/Public Partners to accomplish passage goals – e.g. Bladen Co.

5) Are there ways that the State can better support the communities/benefited by the Lock and Dam system?

State Parks property ownership? / Funding for Passage & Park maint.

- Revise Leg. To accommodate property transfer.
- Maintain boating access areas.

If state takes ownership and doesn't commit to providing passage, it will be an environmental TRAVESTY!

Recreation

1) How has the Lock and Dam system affected/been affected within each of these categories?

- Removal of dams will decrease recreation
- Senior citizens, families, Dam #1
- March – Sept.
- Fishing in general.
- Other fishing tournaments will not occur. Funding Private – NC Leg. Recognized 2014 (Blue Monday Shad festival Annual) – HB 241 3/7/13.
- Lower Cape Fear Historical Society annual event.
- Cape Fear River Watch – annual event.
- Dam #2 – Elizabethtown lease agreement with USAXOE allows for maint. 25-yr. Could be affected by da transfer/removal. – Grant funded for improvements.
- Military use of areas near Dams #1 and 2
- Boat access

- 2) What actions would you / your organization like to take concerning the Lock and Dam system?
Volunteers/funds/provided by campground adjacent to Dam #1.
- 3) What are the risks associated with those actions / no action?
Risks are elimination of current uses and affect tourism, major stop on way to Wilmington would affect economy and future potential to expand ecotourism.
- 4) Are you/your organization willing to provide resources? If yes, what resources are you/your organization willing to provide?
Private funding for events and donation of time.
Town of Elizabethtown providing resources for maintenance/parks around Dam #2.
YES.
- 5) Are there ways that the State can better support the communities/benefited by the Lock and Dam system?
State support Community – Have not currently asked for funding.
State could provide funding to continue:
 - Need \$ for debris removal – in H₂O/logs.
 - Need \$ for maintenance of dams, boat ramps, fish passage, recreational areas near dams, snag & drag.

Concern over knowing exactly who w/State the public would be dealing with.

Recreation questions # 4 & 5.

Water Supply

- 1) How has the Lock and Dam system affected/been affected within each of these categories?
Impoundment & Storage important
Protection of water supplies
Concerns about water levels & flows
- 2) What actions would you / your organization like to take concerning the Lock and Dam system?
Want NC to take over L & D systems
- 3) What are the risks associated with those actions / no action?
Critical to missions @ Fort Bragg
Worry NC can't get \$ for main top

- 4) Are you/your organization willing to provide resources? If yes, what resources are you/your organization willing to provide?

Tech Assist
Oversight help
Maybe \$

- 5) Are there ways that the State can better support the communities/benefited by the Lock and Dam system?

Look at how it affects all aspects = water supply, quality, fish passage, flooding & impacts to surrounding property.

Water Quality

- 1) How has the Lock and Dam system affected/been affected within each of these categories?

WQ relevant to fishing & public health with respect to fish consumption & fish production

- 2) What actions would you / your organization like to take concerning the Lock and Dam system?

Water level testing, fish passage, routine WQ testing.

- 3) What are the risks associated with those actions / no action?

None identified

- 4) Are you/your organization willing to provide resources? If yes, what resources are you/your organization willing to provide?

Elizabethtown may be able to assist w/ property upkeep i.e. trash & lawn maintenance.

From: [John Nichols](#)
To: [Bob Shaver](#); [Ann Hardy](#)
Subject: FW: Corp of Engineers Disposition Study Meeting
Date: Thursday, December 13, 2018 2:06:00 PM
Attachments: [20181212_174224.jpg](#)

Ann/Bob,

For your information, the USACE lock and dam disposition study schedule is enclosed. This report has the potential to significantly impact ownership and continued operation, maintenance, and upkeep of the dam that impounds the water supply for Brunswick, New Hanover, and Pender counties.

Thanks,

John Nichols, PE, CPESC
910-253-2653

From: Glenn Walker

Sent: Thursday, December 13, 2018 1:42 PM

To: John Nichols <john.nichols@brunswickcountync.gov>

Subject: Corp of Engineers Disposition Study Meeting

Chief of Disposition Study is Elden Gatiwood

Lock #1 was constructed in 1916.

Commercial traffic stopped in 1995

Schedule of milestones:

****Public Comment ends 12/19/18****

Draft disposition study due August 2019

Final disposition report due January 2020

EA and possibly a "NIPA" environmental reports are required.

Disposition will only encompass the three locks and dams with their supporting structures all located in Bladen Co.

Contacts:

US Army Corps of Engineers, Wilmington District

Attn. Brenan Dooley

69 Darlington Ave.

Wilmington, NC 28403

SAWCFLDDispositionstudy@usace.army.mil

Regards,

Glenn Walker

Water Resources Manager

Brunswick County Public Utilities

910-371-3490



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

Action Item # VI. - 6.

From:
Donald Dixon

Utilities - Grinder Pump Maintenance Policy Amendment (Donald Dixon, Deputy Director-Wastewater Operations)

Issue/Action Requested:

Request that the Board of Commissioners approve an amendment to the existing Grinder Pump Maintenance Policy allowing the county to assume maintenance responsibility for commercial duplex grinder pump systems with permitted flows between 1,680 and 15,000 gpd and changes to verbiage within the policy to better align with existing North Carolina Department of Environmental Quality (NCDEQ) guidance, terminology and County standards.

Background/Purpose of Request:

In 2008, the Brunswick County Board of Commissioners approved a Grinder Pump Maintenance Policy. The policy currently serves residential, multifamily and limited commercial development.

The existing program has been very successful; currently the County operates and maintains 23 multifamily and commercial duplex grinder systems as permitted under the existing policy. Based upon requests from the development community, county staff has investigated and can recommend extending the county maintenance of duplex grinder pumps for commercial buildings with permitted flows up to 15,000 gpd. The requested amendment would benefit a number of small businesses to include restaurants, convenience stores with food preparation, and other small establishments. The requested policy amendment increases the permitted sewer flow for commercial buildings up to 15,000 gpd for which the county would maintain. It would be required of the system design engineer to receive the necessary NCDEQ variance to relieve Brunswick County of the requirement for operation and maintenance of telemetry, wet well storage requirements, and back-up power generation for each system. The amended policy also clarifies language regarding verbiage to align with existing NCDEQ guidance and county standards.

County staff recommends that the Board of Commissioners approve the Grinder Pump Maintenance Policy amendment to extend county maintenance of duplex grinder pump stations of commercial projects with permitted flows up to 15,000 gpd provided they meet all terms of the policy and adopt the changes in verbiage within the policy to align with current guidance and standards. Within Municode, the Grinder Pump Maintenance Policy amendment will replace existing policy (Sec. 1-13-945) within the Sewer Use Ordinance with Board approval.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend the Board of Commissioners approve an amendment to the existing Grinder Pump Maintenance Policy allowing the county to assume maintenance responsibility for commercial duplex grinder pump systems with permitted flows between 1,680 and 15,000 gpd and changes to verbiage within the policy to better align with existing North Carolina Department of Environmental Quality (NCDEQ) guidance, terminology and County standards.

ATTACHMENTS:

Description

- ▣ Utilities - Grinder Pump Policy Amendment - Attach 1



POLICY NO. **Sewer Ordinance Sec. 1-13-945**
ADOPTION DATE: **6/16/2008**
REVISION NO. 2 **1/21/2020**

**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

Title: GRINDER PUMP MAINTENANCE POLICY

Purpose:

County staff is responsible for repairing non-functioning grinder pump stations in which the NCDEQ Operation and Maintenance Agreement is in the County's name. County customers using County-permitted grinder pump stations are charged a monthly flat fee for maintenance. This policy ensures that customers with grinder pump stations are never saddled with the unanticipated high cost to replace or repair a worn out grinder pump, guarantees that funds are available to replace and repair worn out grinder pumps as they reach their life expectancy, increase the efficiency of grinder pump repairs, and reduce the actual costs of grinder pump repairs.

Policy:

Brunswick County sewer customers being served by a grinder pump station that the County is responsible for operating and maintaining shall pay a monthly grinder pump maintenance fee. Responsibility for operation and maintenance shall be as defined in the Operation and Maintenance Agreement that accompanies the North Carolina Department of Environmental Quality sewer permit, and this policy. Typically, grinder pump stations associated with residential developments are permitted by the County. Grinder pump stations for commercial developments may be permitted by either the County or a private entity. This policy does not apply to commercial developments permitted by private entities in which the NCDEQ Operation and Maintenance Agreement is in the name of the private entity. The Grinder Pump Maintenance fee shall be paid monthly as part of the customer's regular water and sewer bill. The Brunswick County Board of Commissioners shall set the Grinder Pump Maintenance Fee and make fee adjustments as necessary. The fee shall be indicated on the Wastewater Fee Schedule. Fees paid into the Grinder Pump Maintenance Fee Fund shall be used exclusively for the repair and maintenance of County-maintained grinder pump systems. Each year, fees collected in excess of those required to cover the actual costs associated with grinder pump maintenance and repair shall be put into a Grinder Pump Maintenance Reserve Fund for the exclusive use of paying costs associated with grinder pump system repairs. Grinder pump systems include the small diameter force main from the property line/easement line to the grinder pump wet well, the grinder pump, valves and valve boxes on the small diameter force main, the wet well, the grinder pump electrical panel, and associated appurtenances. The gravity service line from the structure to the grinder pump wet well, electrical connections to the grinder pump panel, telephone lines connected to any telemetry system, and generators connected to the grinder pump power supply are not considered part of the "grinder pump system" and repairs to such are not covered under this policy. The cost for telephone service and telephone repair, if required for telemetry systems, shall be the responsibility of the customer and shall not be covered under this policy. The customer shall bear the cost of repairs required due to negligence or misuse of the grinder pump station. Negligence or misuse includes violations of the Brunswick County Sewer Use Ordinance, disposing of sand, rock, gravel, metal, or any other substance that cannot reasonably be expected to be ground and conveyed by a grinder pump.

MULTIFAMILY

NEW

The County will provide maintenance for low pressure duplex grinder pump stations installed at new multifamily projects provided the following criteria are met:

1. The NCDEQ Authorization to Construct Permit for the duplex grinder pump station is issued to Brunswick County.
2. The projected flow to each grinder pump is 1,680 gallons per day or less per building.
3. The duplex grinder pump stations are installed in accordance with Brunswick County Standard Specifications and Details.
4. The County staff has inspected and approved the installation of the duplex grinder pump station, control panel, and low pressure force main from the pump station to the County-maintained force main or gravity manhole.
5. A blanket easement or a dedicated easement must be provided for the location of the pump station and force main that allows County crews access to maintain the pump station and force main.
6. A duplex grinder pump station must be installed for each building. If the number of units in the building exceeds eight units, additional duplex grinder pump stations may be required.
7. Any telemetry or stand-by power capability required to meet NCDEQ requirements will be the responsibility of the owner or POA.

If the units are individually billed for sewer service, a grinder maintenance fee will be added to the bill for sewer service. If the multifamily project receives one sewer bill for the entire project, a grinder maintenance fee equal to the number of units served times the grinder maintenance fee will be added to the bill for sewer service.

EXISTING

The County will assume maintenance responsibility for low pressure duplex grinder pump stations installed at existing multifamily projects provided the following criteria are met:

1. The NCDEQ Authorization to Construct Permit for the duplex grinder pump station is transferred to Brunswick County.
2. The projected flow to each grinder pump is 1,680 gallons per day or less.
3. The existing duplex grinder pump station and control panel are upgraded to meet current Brunswick County Standard Specifications and Details – this shall include the installation of a local electrical disconnect adjacent to the pump control panel if not already installed.
4. The County staff has approved the plans for the upgrade of the pump station and panel and approves the final constructed upgrade of the duplex grinder pump station and control panel.

5. The County receives a petition signed by a majority of the owners of the units in the buildings served by the grinder pump station requesting that the County assume maintenance of the grinder pump station or a resolution of the Property Owners Association if allowed by the POA covenants.
6. A blanket easement or a dedicated easement must be provided for the location of the pump station and force main that allows County crews access to maintain the pump station and force main.
7. Any telemetry or stand-by power capability required to meet NCDEQ requirements will be the responsibility of the owner or POA.

If the units are individually billed for sewer service, a grinder maintenance fee will be added to the bill for sewer service. If the multifamily project receives one sewer bill for the entire project, a grinder maintenance fee equal to the number of units served times the grinder maintenance fee will be added to the bill for sewer service.

COMMERCIAL PROPERTIES

NEW

The County will provide maintenance responsibility for duplex grinder pump stations installed at new commercial projects provided the following criteria are met:

1. The NCDEQ Authorization to Construct Permit for the duplex grinder pump station is issued to Brunswick County.
2. The projected flow to the grinder system is less than 15,000 gallons per day as determined by the NCDEQ Wastewater Design Flow Rate Regulation.
3. The design engineer must acquire a variance from NCDEQ for telemetry, monitoring, and storage capacity for flow rates in excess of 1,680 gpd. Brunswick County will not maintain telemetry, perform routine checks, or provide additional storage capacity in excess of its standard wet well size.
4. The duplex grinder pump stations are installed in accordance with Brunswick County Standard Specifications and Details.
5. The County staff has inspected and approved the installation of the duplex grinder pump station, control panel, and force main from the pump station to the County-maintained force main or gravity manhole.
6. A blanket easement or a dedicated easement must be provided for the location of the pump station and force main that allows County crews access to maintain the pump station and force main.
7. Any telemetry or stand-by power capability required to meet NCDEQ requirements will be the responsibility of the owner.
8. The commercial duplex grinder pump station shall serve only one building.

The grinder maintenance fee based upon the permitted capacity for the use will be added to the sewer service bill for the commercial business.

EXISTING

The County will assume maintenance responsibility for duplex grinder pump stations installed at existing commercial projects provided the following criteria are met:

1. The NCDEQ Authorization to Construct Permit for the duplex grinder pump station is transferred to Brunswick County.
2. The projected flow to the grinder tank system is less than 15,000 gallons per day as determined by the NCDEQ Wastewater Design Flow Rate Regulation.
3. The design engineer must acquire a variance from NCDEQ for telemetry, monitoring, and storage capacity for flow rates in excess of 1,680 gpd. Brunswick County will not maintain telemetry, perform routine checks, or provide additional storage capacity in excess of its standard wet well size.
4. The existing duplex grinder pump stations and control panel are upgraded to meet current Brunswick County Standard Specifications and Details – this shall include the installation of a local electrical disconnect adjacent to the pump control panel if not already installed.
5. The County staff has approved the plans for the upgrade of the pump station and panel and approves the final constructed upgrade of the duplex grinder pump station and control panel.
6. A blanket easement or a dedicated easement must be provided for the location of the pump station and force main that allows County crews access to maintain the pump station and force main.
7. Any telemetry or stand-by power capability required to meet NCDEQ requirements will be the responsibility of the owner.
8. The commercial duplex grinder pump station shall serve only one building.

The grinder maintenance fee based upon the permitted capacity for the use will be added to the sewer service bill for the commercial business

The foregoing standard policy, as revised, is hereby adopted by the Brunswick County Board of Commissioners this the _____ day of _____, 2020.

Frank Williams, Chairman
Board of County Commissioners
County of Brunswick

Attest:

Andrea White, NCCCC
Clerk to the Board of Commissioners



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
January 21, 2020

From:
John Nichols, P.E.

Action Item # VI. - 7.

Utilities - Shallotte Water Transmission Main Contract Amendment Cape Fear Engineering and Associated Budget Amendment (John Nichols, Director of Public Utilities)

Issue/Action Requested:

Request that the Board of Commissioners approve budget amendment and authorize the Chairman and Clerk to the Board to approve the contract amendment with Cape Fear Engineering in the amount of \$38,500 for engineering services associated with the design of the Shallotte Water Transmission Main.

Background/Purpose of Request:

In December 2018 the Board of Commissioners approved an agreement with Cape Fear Engineering for design of a water transmission main 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 original water line design was based on a Department of Transportation (DOT) project to realign Smith Avenue (see attached map). Late in the design process, the DOT put the Smith Avenue realignment on a permanent hold due to budget concerns. As a result, Cape Fear Engineering has to do a substantial redesign of approximately 3,000 linear feet of the water line. The redesign will result in additional design fees in the amount of \$38,500 as well as an increase in the contract schedule by 100 days. Staff recommends an amendment with Cape Fear Engineering in the amount of \$38,500 for engineering services related to this revision.

Fiscal Impact:

Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendment and Capital Project Ordinance transfers \$38,500 in designated funds for the project.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend the Board of Commissioners approve budget amendment and authorize the Chairman and Clerk to the Board to approve the contract amendment with Cape Fear Engineering in the amount of \$38,500 for engineering services associated with the design of the Shallotte Water Transmission Main.

ATTACHMENTS:

Description

- Utilities - Exhibit C - Amendment #1 - Attach 1
- Utilities - 2018-12-03 Agreement Cape Fear Engineering - Attach 2
- Utilities - Revised Water Line Map - Attach 3
- 20200121 Budget Amendment Shallotte Trans Main.pdf
- 20200121 CPO Shallotte Transmission Main.pdf

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 3, 2018.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: December 3, 2018
- b. Owner: Brunswick County
- c. Engineer: Cape Fear Engineering, Inc.
- d. Project: Shallotte Water Transmission Main

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:
 - 1) Redesign of approximately 1,750 LF of waterline along Hwy 17 and approximately 700 LF of waterline along Smith Ave due to NCDOT Smith Ave Interchange project being placed on hold.
 - 2) Redesign of approximately 1,000 LF of waterline near the intersection of Hwy 17 and Red Bug Road to move point of connection to the north of Red Bug Road per Brunswick County request.
- 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:
 - 1) No proposed changes to scope of services from Agreement.
- c. The responsibilities of Owner are modified as follows:
 - 1) No proposed changes Owner Responsibilities from Agreement.
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: \$38,500
- e. The schedule for rendering services is modified as follows:
 - 1) Total contract duration to be increases by 100 days from 725 days to 825 days.

- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

Not Applicable

5. Agreement Summary (Reference only)	
a. Original Agreement amount:	<u>\$268,125.00</u>
b. Net change for prior amendments:	<u>\$ 0.00</u>
c. This amendment amount:	<u>\$ 38,500.00</u>
d. Adjusted Agreement amount:	<u>\$306,625.00</u>

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 December 4, 2019

OWNER:

ENGINEER:

Brunswick County

Cape Fear Engineering, Inc.

By: _____

By: _____

Title: Chairman, Board of Commissioners

Title: Vice President

Date Signed: _____

Date Signed: _____

ATTEST:

Clerk to the Board

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

APPROVED AS TO FORM

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

Robert V. Shaver, Jr., County Attorney
Brunswick County, North Carolina

APPROVED



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 December 3, 2018 ("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: Chairman

Date Signed: _____

12/3/18

ENGINEER:

By: _____

MATTHEW HALET, PE

Title: VICE PRESIDENT

Date Signed: _____

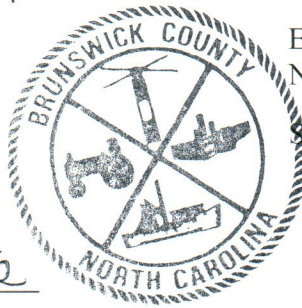
11-20-2018

Engineer License or Firm's Certificate

Number: _____

C-1621

State of: North Carolina



Clerk to the Board

Amber White

“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

11-27-18

Date

Address for giving notices:

Brunswick County Manager

PO Box 249

Bolivia, NC 28422

Address for giving notices:

Cape Fear Engineering, Inc.

151 Poole Road Suite 100

Belville, NC 28451

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

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 Charlotte'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: Shalotte 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
Shalotte 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	<u>270,000</u>
Total Water Capital Project Revenues	\$ 270,000

Expenditures:

Arch/Eng/Legal	<u>270,000</u>
Total Water Capital Project Expenditures	\$ 270,000

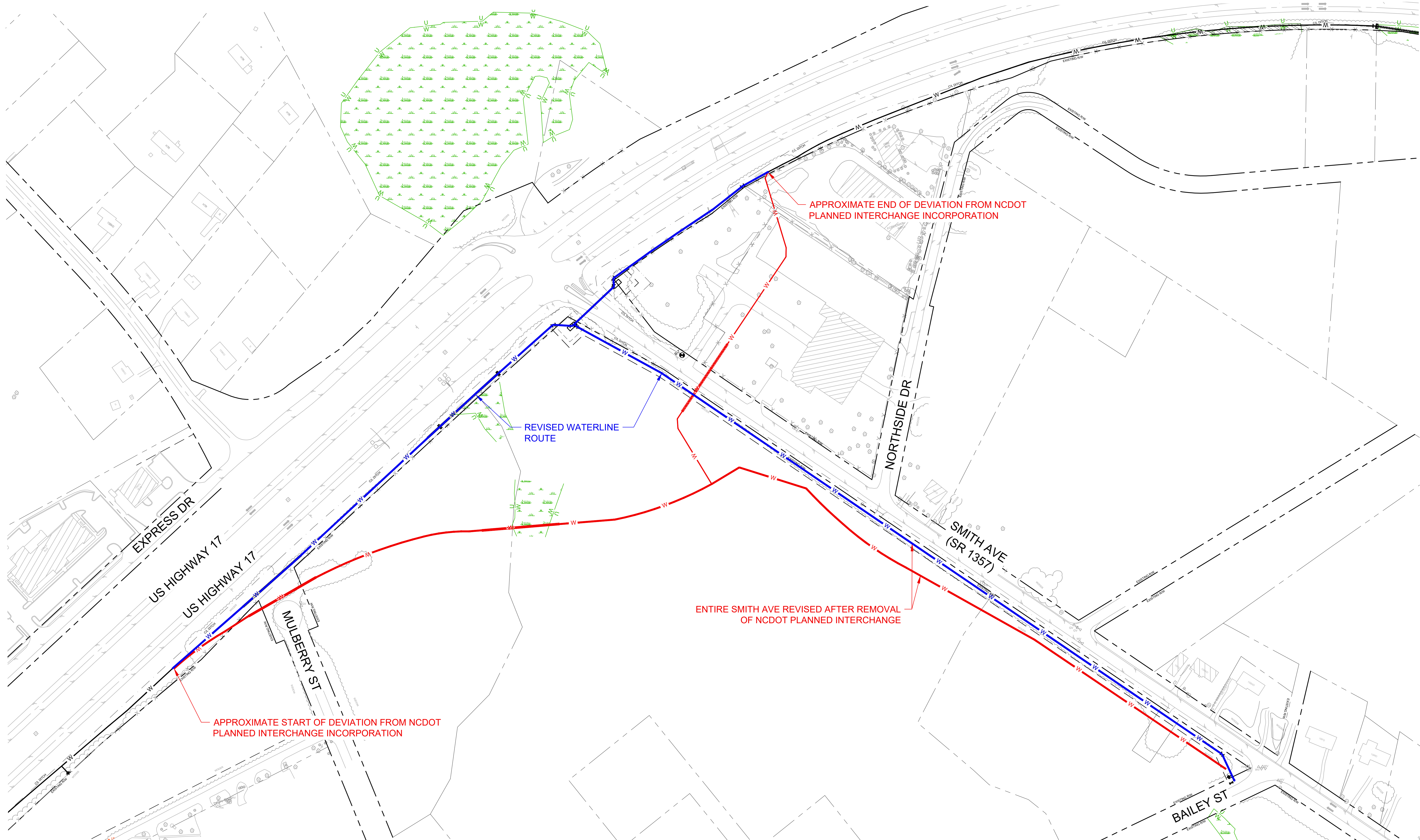
Section 2. It is estimated that the following revenues will be available in the Brunswick County Water Fund:

Current Funds Appropriated	\$ 270,000
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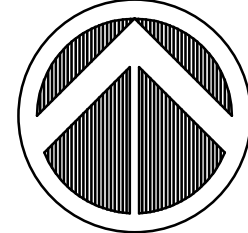
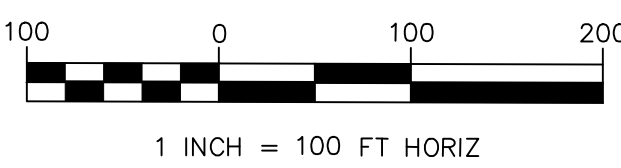
Section 3. The following amounts are hereby appropriated in the Brunswick County Water Fund:

Contribution to Capital Project Fund	\$ 270,000
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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.



SMITH AVE - NCDOT REVISION EXHIBIT
 SHALLOTTE TRANSMISSION WATERLINE SKETCH
Not an Official Document/Submittal



**CAPE FEAR
 ENGINEERING**
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 www.capefearengineering.com
 N.C. LICENSE # C-1621

**FINAL DESIGN
 NOT FOR CONSTRUCTION**

Request Info	
Type	Budget Amendment
Description	Shallotte Transmission Main
Justification	Board Meeting 01/21/2020-Transfer \$38,500 from the capital reserve to the Shallotte Transmission Main project for the Cape Fear Engineering Design Amendment.
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	-38500	Decrease	Debit
419800	464330	Interfund Trans Water Cap Rsv	Shallotte	-38500	Decrease	Credit
418288	398661	Shallotte Transmission Main	Trans Frm Water Fund	38500	Increase	Credit
418288	464001	Shallotte Transmission Main	Arch/Engrng/Legal	38500	Increase	Debit

Total	
Grand Total:	0

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

**Shalotte Transmission Main
(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	<u>308,500</u>
Total Water Capital Project Revenues	\$ 308,500

Expenditures:

Arch/Eng/Legal	<u>308,500</u>
Total Water Capital Project Expenditures	\$ 308,500

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

Current Funds Appropriated	\$ 308,500
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Section 3. The following amounts are hereby appropriated in the Brunswick County Water Fund:

Contribution to Capital Project Fund	\$ 308,500
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the January 21, 2020 meeting of the Brunswick County Board of Commissioners.