

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

March 16, 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 - 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.
2. Board Appointment - Fire Fee Committee Appointments
Request that the Board of Commissioners appoint a community member for each Fire Fee District Committee.
3. Board Appointment - Library Board District 4
Request that the Board of Commissioners appoint Mary Stilwell to fill the unexpired term representing District 4 on the Library Board of Trustees. This term will expire on June 30, 2022.
4. Board Appointment - Library Board Request
Request that the Board of Commissioners consider approving a request from the Library Board of Trustees to change Mr. Randy Sullivan's designation of District 3 to At-Large and change Ms. Mary Wilson's designation from At-Large to District 3.
5. Clerk to the Board - Meeting Minutes
Request that the Board of Commissioners approve the draft minutes from the February 17, 2020 Regular Meeting.
6. County Attorney - 3481 George II Hwy Deed of Dedication
Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure for 3481 George II Highway.
7. County Attorney - Authorize County Attorney to file suit for County in Sheriff / ALE nuisance cases
Authorize the County Attorney, in consultation and coordination with the Sheriff's Office and the Alcohol Law Enforcement Division of the Department of Public Safety, to file civil actions in the name of the County to abate nuisances defined in North Carolina General Statutes Chapter 19, Article 1.
8. County Attorney - Retreat at OIB, Section 2, Ph. 2
Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in The Retreat at Ocean Isle Beach, Section 2, Phase 2.
9. County Attorney - Retreat at OIB, Section 2, Ph. 3 DOD
Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure for The Retreat at Ocean Isle Beach, Section 2, Phase 3.
10. County Attorney - Termination Agreement for Natural Gas Pipeline

To terminate the 1991 Natural Gas Pipeline Agreement pursuant to the request of Piedmont Natural Gas.

11. Emergency Services - Sunny Point (MOTSU) Mutual Aid Agreement
Request that the Board of Commissioners approve a mutual aid agreement between Sunny Point Military Ocean Terminal and Brunswick County.

12. Engineering - Courthouse Parking Lot Final Adjusting Change Order and Contract Closeout

Request that the Board of Commissioners approve Change Order #2 - Final Adjusting in the deductive amount of \$16,680 with the adjusted final contract amount of \$869,007.

13. 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 Additional Wastewater Tap on Supplies

Appropriate \$250,000 of tap and connections revenues for the purchase of additional tap on supplies for connections to the collections system.

-Budget Amendment West Regional Capital and Replacement Funding

Transfer \$922,825 of funding unexpended for the jet aeration project to the West Regional Capital and Replacement Reserve.

-Financial Reports for February 2020 (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://brunswickcountnc.gov/finance/reports>.

14. GIS - First Reading and Schedule Public Hearing on April 20, 2020 For Street Name Adoptions

Request that the Board of Commissioners approve the first reading of the street names and set the date of the Public Hearing for April 20, 2020.

15. Health and Human Services - WARM 2020 Urgent Repair Program Support Request

Request that the Board of Commissioners support an application and 20% funding match up to a maximum of \$20,000 for the 2020 Urgent Repair Program to be submitted by the Wilmington Area Rebuilding Ministry, Inc. (WARM) for their housing rehabilitation activities in Brunswick County.

16. Operation Services - Resolution Exempting SPCC Plans for Oil Storage Facilities

Request that the Board of Commissioners approve a resolution exempting procurement of design services for Spill Prevention Control and Countermeasure (SPCC) Plans for Oil Storage Facilities.

17. Operation Services - Water Management Projects

Request that the Board of Commissioners approve the proposed water management projects by the Mosquito Control Division.

18. Parks & Recreation - Brunswick Arts Council Grassroots Grant Award

Request that the Board of Commissioners accept the FY19-20 Grassroots Grant of \$5,000 awarded by Brunswick Arts Council.

19. Register of Deeds-Preservation of Record Books

Request that the Board of Commissioners concur and authorize removal of records from the Register of Deed's office to the Kofile Technologies facility for a period of

no more than 90 days from the approval of said Board.

20. Tax Administration - March 2020 Releases

Request that the Board of Commissioners approve the March 2020 releases.

VI. Presentation

1. Health and Human Services - COVID-19 Update

Request that the Board of Commissioners receive information on the Coronavirus (COVID-19).

VII. Administrative Report

1. Administration - Bond Order for 2020 Enterprise Revenue Bonds (Randell Woodruff, County Manager)

Request that the Board of Commissioners approve the Bond Order Authorizing the Issuance, Directing the Application to the Local Government Commission, and Requesting Local Government Commission Approval of Enterprise Systems Revenue Bonds of The County Of Brunswick, North Carolina, Series 2020.

2. Governing Body - Resolution Supporting the State of North Carolina's Proposed FY 2019-2021 Biennium Budget (Commissioner Mike Forte)

Request that the Board of Commissioners consider approving a Resolution supporting the State of North Carolina's Proposed FY 2019-2021 Biennium Budget.

3. Health and Human Services - Social Services - Traverse Software as Service Agreement (David Stanley, HHS Executive Director)

Request that the Board of Commissioners approve the service agreement with Northwoods Consulting Partners, Inc. for the Traverse software package.

4. Operation Services - Construction and Demolition Waste Transfer Agreement (Stephanie Lewis, Operation Services Director)

Request that the Board of Commissioners approve a service agreement with Waste Industries for transportation and disposal of C&D Waste.

5. Operation Services - Lawn Maintenance Agreement (Stephanie Lewis)

Request that the Board of Commissioners approve a service agreement with Noble's Professional Grounds Maintenance for lawn maintenance at various county-owned or maintained properties.

6. Utilities - 211 Water Treatment Plant Gravity Sand Filter Demolition and Replacement (John Nichols, Director of Public Utilities)

Request that the Board of Commissioners Approve Notice of Award and authorize the Chairman and Clerk to the Board to execute the construction contract with Carmichael Construction Company, Inc., for the construction of the 211 Water Treatment Plant (WTP) Gravity Sand Filter Demolition and Replacement Project contingent on the County Attorney's review and approval of the construction contract, performance bond, payment bond, and insurance certificates. Staff recommends the selection of the lump sum base bid amount of \$1,049,000.00.

7. Utilities - Mobile Hurricane Shelters (John Nichols, P.E.)

Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the Goods and Services contract with BPC Industries 1776 LLC, to provide (2) two mobile hurricane shelters, with County Attorney's approval. Staff recommends the selection of the base proposal of \$50,000 and add optional of \$45,000 for a second shelter for a total of \$95,000.

8. Utilities - NC 811 Safety Digging Month Proclamation (Donald Dixon, Deputy Director-Wastewater Operations)

Request that the Board of Commissioners approve a proclamation designating April 2020 as North Carolina 811 Safe Digging Month.

9. Utilities - Resolution in Support of Grant Funding for Rehabilitation of Navassa Water Distribution and Sewer Collection Systems (John Nichols, Director of Public Utilities)

Request that the Board of Commissioners approve a resolution authorizing the County Manager to execute an application for grant funding to the North Carolina Department of Environmental Quality Drinking Water State Revolving Fund and the Clean Water State Revolving Fund to address needed repairs within the utility system to be conveyed from the Town of Navassa.

10. Utilities - Sewer Use Ordinance and Utility Policy Revisions (Donald Dixon, Deputy Director-Wastewater Operations)

Request that the Board of Commissioners approve a revision to the Sewer Use Ordinance and Utility Policy amending the use of backflow devices for Publicly Owned Treatment Works (POTW).

VIII. Other Business/Informal Discussion

IX. Adjournment



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # V. - 1.

From:
Steve Stone, Deputy County Manager

Administration - Surplus Property Offers for Upset Bid Process

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
141HB001	S. Dove DR, SE (Wildwood Acres)	.36 acre	\$2,000.00	7-22-1985	\$606.67	\$750.00
141HC02401	S. Chickadee ST, SE (Wildwood Acres)	.34 acre	\$2,000.00	4-3-1985	\$573.07	\$1,200.00

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 141HB001
- ▢ Bid 141HC02401

From: [Surplus Land Bid](#)
To: [Steve Stone](#)
Subject: Surplus Land Bid: Parcel # 141HB001
Date: Thursday, February 27, 2020 1:07:39 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.

Hannelore R Inman
(619) 318-0961
justme92505@yahoo.com
P.O. Box 181333, CORONADO, CA, 92178, United States
Parcel # 141HB001
Bid Amount: \$750.00
Optional Additional Comments:

From: [Surplus Land Bid](#)
To: [Steve Stone](#)
Subject: Surplus Land Bid: Parcel # 141HC02401
Date: Saturday, March 7, 2020 7:33:27 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.

Michel Suarez
(910) 523-8274
msuarez@ymail.com
6509 greenville loop rd lot 138, Wilmington, NC, 28409, United States
Parcel # 141HC02401
Bid Amount: \$1200
Optional Additional Comments:



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # V. - 2.

From: Board Appointment - Fire Fee Committee Appointments
Andrea White

Issue/Action Requested:

Request that the Board of Commissioners appoint a community member for each Fire Fee District Committee.

Background/Purpose of Request:

The Board of Commissioners, during a Workshop on March 6, 2018, approved a resolution amending fire fee legislation for Brunswick County. In order to carry out the functions of the amendment and set the district fire fees, each Fire Fee District Committee had to be re-established. During the budget process, the Board of Commissioners will set the fire fee rate based on recommendations from these Committees.

Each Fire Fee District Committee consists of the following members:

Fire Chief
Commissioner from that district
Community member chosen by Fire Department Board
Community member chosen by the Board of Commissioners
Fire Marshal or County Manager Designee

Fire Fee Committee meetings will be held in April per the legislative requirements, with scheduling to begin in March. Staff recommends that any changes to the community members be made prior to April 1, 2020.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners appoint a community member for each Fire Fee District Committee.

ATTACHMENTS:

Description

- ☐ House Bill 445 / SL 2017-60
- ☐ Fire Fee Committee Appointees

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2017**

**SESSION LAW 2017-60
HOUSE BILL 445**

AN ACT TO MODIFY BRUNSWICK COUNTY'S FIRE PROTECTION FEES.

The General Assembly of North Carolina enacts:

SECTION 1. Section 1 of S.L. 1999-323, as amended by S.L. 2001-74 and Section 2 of S.L. 2007-335, reads as rewritten:

"Section 1. Fee-supported fire districts.

"Section 1.(a) Request for Fee-Supported District. – A county may create a fee-supported fire district for insurance grading purposes if it receives one of the following:

- (1) A written request to create the district signed by at least two-thirds of the members of the board of directors of a fire department that contracts with the county to provide fire protection within an area of the county.
- (2) A petition requesting creation of a district signed by fifteen percent (15%) of the resident freeholders living in an area in the county. The petition must describe the area to be designated as the district.

"Section 1.(b) Creation of Fee-Supported District. – Upon receipt of a request as provided in subsection (a), the county may adopt a resolution establishing a fee-supported fire district and imposing annual fees for the provision of fire protection services within the district. The fee may be established or changed only after the county board of commissioners has received the recommendations of the committee for that district, established under subsection (b1) of this section. The district may not include any area that is within (i) a tax-supported fire district established under Article 3A of Chapter 69 of the General Statutes; (ii) a county service district established under Article 16 of Chapter 153A of the General Statutes for fire protection purposes; or (iii) another fee-supported fire district. The district may not include any area that is within the corporate limits of a municipality unless the governing body of the municipality agrees to the inclusion. However, it is not necessary to obtain the consent of a municipality if the municipality has not levied a tax, performed any official act, nor held any elections within a period of 10 years preceding the adoption of the resolution including the area within the district.

"Section 1.(b1) Committee for District. – Each district shall have a committee to allow local control over the fee-setting process. In each district that does not include any territory in a participating municipality, the committee shall consist of five members as follows: The Fire Chief, the member of the board of county commissioners in whose electoral district more than fifty percent (50%) of the land area of the district lies, a community member chosen by the Fire Department Board of Directors, a community member chosen by the board of county commissioners, and the Fire ~~Marshal~~ Marshal or other official as designated by the County Manager. In each district that does include any territory in a participating municipality, the committee shall consist of members as follows: The Fire Chief, the mayor of each participating municipality in the district, the member of the board of county commissioners in whose electoral district more than fifty percent (50%) of the land area of the district lies, a community member chosen by the Fire Department Board of Directors, a community member chosen by the board of county commissioners, and the Fire ~~Marshal~~ Marshal or other official as



designated by the County Manager. In either type of district, the Fire Marshal or the other official designated by the County Manager shall chair the committee, but may vote only to break a tie. The committee shall conduct an inquiry into the amount of funds required by the district to meet its needs, and shall make findings on the issue. The committee will communicate these findings to the board of county commissioners and recommend a fee. The board of county commissioners will then set the fee. The same process shall be used for changes to the fee once established.

"Section 1.(c) Fees. – The fees imposed by the county may not exceed the cost of providing fire protection services within the district and may be imposed on owners of all real property that benefits from the availability of fire protection and on owners of all manufactured or mobile homes that benefit from the availability of fire protection. For the purpose of this section, the term 'fire protection' includes furnishing emergency medical, rescue, and ambulance services to protect persons in the district from injury or death. The county shall establish a schedule of fees for different classes of property and the fee for each class of property shall be proportional to the estimated cost of providing fire protection services to that class of property. The schedule of fees shall include the following classes of property and the fee on each class of property shall not exceed the following maximums:

- (1) A single-family dwelling or manufactured or mobile home, and appurtenant structures, plus up to five acres of surrounding land. The fee on this class of property may not exceed:
 - a. ~~Fifty dollars (\$50.00)~~One hundred dollars (\$100.00) per site per year for homes 1,000 square feet of heated floor area or less.
 - b. ~~One hundred dollars (\$100.00)~~Two hundred dollars (\$200.00) per site per year for homes greater than 1,000 square feet of heated floor area but less than 2,000 square feet of heated floor area.
 - c. ~~Two hundred dollars (\$200.00)~~Four hundred dollars (\$400.00) per site per year for homes 2,000 square feet or greater of floor area but not greater than 3,000 square feet of heated floor area.
 - d. ~~Three hundred dollars (\$300.00)~~Six hundred dollars (\$600.00) per site per year for homes greater than 3,000 square feet of floor area but not greater than 4,000 square feet of heated floor area.
 - e. ~~Four hundred dollars (\$400.00)~~Eight hundred dollars (\$800.00) per site per year for homes greater than 4,000 square feet of floor area but not greater than 5,000 square feet of heated floor area.
 - f. ~~Five hundred dollars (\$500.00)~~One thousand dollars (\$1,000) per site per year for homes greater than 5,000 square feet of floor area but not greater than 6,000 square feet of heated floor area.
 - g. ~~Six hundred dollars (\$600.00)~~One thousand two hundred dollars (\$1,200) per site per year for homes greater than 6,000 square feet of floor area but not greater than 7,000 square feet of heated floor area.
 - h. ~~Seven hundred dollars (\$700.00)~~One thousand four hundred dollars (\$1,400) per site per year for homes greater than 7,000 square feet of floor area but not greater than 8,000 square feet of heated floor area.
 - i. ~~Eight hundred dollars (\$800.00)~~One thousand six hundred dollars (\$1,600) per site per year for homes greater than 8,000 square feet of heated floor area.
- (2) Unimproved land other than the five acres of land classified as part of a single-family dwelling or manufactured or mobile home. The county may establish a maximum fee for unimproved land as follows:
 - a. Up to five acres, ~~ten dollars (\$10.00)~~twenty dollars (\$20.00).

- b. Five acres or more but less than 25 acres, ~~twenty dollars (\$20.00)~~forty dollars (\$40.00).
 - c. 25 acres or more but less than 50 acres, ~~fifty dollars (\$50.00)~~one hundred dollars (\$100.00).
 - d. 50 acres or more but less than 100 acres, ~~one hundred dollars (\$100.00)~~two hundred dollars (\$200.00).
 - e. 100 acres or more but less than 200 acres, ~~one hundred fifty dollars (\$150.00)~~three hundred dollars (\$300.00).
 - f. 200 acres or more but less than 300 acres, ~~two hundred dollars (\$200.00)~~four hundred dollars (\$400.00).
 - g. 300 acres or more but less than 400 acres, ~~three hundred dollars (\$300.00)~~six hundred dollars (\$600.00).
 - h. 400 acres or more but less than 500 acres, ~~four hundred dollars (\$400.00)~~eight hundred dollars (\$800.00).
 - i. 500 acres or more, ~~five hundred dollars (\$500.00)~~one thousand dollars (\$1,000).
- (3) An animal production or horticultural operation. The fee on this class of property may not exceed ~~ten dollars (\$10.00)~~twenty dollars (\$20.00) per site per year.
- (4) A commercial facility other than an animal production or horticultural operation. The fee on this class of property may not exceed for a commercial facility:
- a. Less than 5,000 square feet, ~~two hundred dollars (\$200.00)~~four hundred dollars (\$400.00).
 - b. 5,000 square feet but less than 10,000 square feet, ~~four hundred dollars (\$400.00)~~eight hundred dollars (\$800.00).
 - c. 10,000 square feet but less than 20,000 square feet, ~~eight hundred dollars (\$800.00)~~one thousand six hundred dollars (\$1,600).
 - d. 20,000 square feet but less than 30,000 square feet, ~~one thousand dollars (\$1,000)~~two thousand dollars (\$2,000).
 - d1. 30,000 square feet but less than 40,000 square feet, ~~one thousand five hundred dollars (\$1,500)~~three thousand dollars (\$3,000).
 - d2. 40,000 square feet but less than 50,000 square feet, ~~two thousand dollars (\$2,000)~~four thousand dollars (\$4,000).
 - e. 50,000 square feet but less than 60,000 square feet, ~~three thousand dollars (\$3,000)~~six thousand dollars (\$6,000).
 - e1. 60,000 square feet but less than 70,000 square feet, ~~four thousand dollars (\$4,000)~~eight thousand dollars (\$8,000).
 - e2. 70,000 square feet but less than 80,000 square feet, ~~five thousand dollars (\$5,000)~~ten thousand dollars (\$10,000).
 - e3. 80,000 square feet but less than 90,000 square feet, ~~six thousand dollars (\$6,000)~~twelve thousand dollars (\$12,000).
 - e4. 90,000 square feet but less than 100,000 square feet, ~~seven thousand dollars (\$7,000)~~fourteen thousand dollars (\$14,000).
 - f. 100,000 square feet or over, ~~eight thousand dollars (\$8,000)~~sixteen thousand dollars (\$16,000).
- (5) A multiple-family dwelling. Each unit in a multiple-family dwelling shall be treated as a single-family dwelling under subdivision (1) of this subsection.
- (6) Any other class of property selected by the county. The fee on these classes of property may not exceed ~~one hundred dollars (\$100.00)~~two hundred dollars (\$200.00) per year.

- (7) Outbuildings and special structures that fail to fall into any category above will be classified based on the most appropriate category determined by the specific use of the type of structure.

For properties located beyond six road miles from the closest fire station of their district that have a fire insurance rating of 10, the fee shall be seventy-five percent (75%) of the amount otherwise applicable under the above fee schedules.

"Section 1.(d) Billing of Fees. – The county may include a fee imposed under this section on the property tax bill for the real property, or the manufactured or mobile home, on which the fee is imposed.

"Section 1.(e) Use of Fees. – The county shall credit the fees collected within the district to a separate fund to be used only to furnish fire protection in the district. The board of commissioners shall administer the fund to provide fire protection by one or more of the following methods:

- (1) Contracting with any municipality, any incorporated nonprofit volunteer or community fire department, or the Department of Environment and Natural Resources.
- (2) Furnishing fire protection itself if it maintains an organized fire department.
- (3) Establishing a fire department in the district.

"Section 1.(f) Audit of Fire Department. – If the county contracts with a fire department to provide fire protection services in a fee-supported fire district, the fire department shall prepare an annual budget based on anticipated revenues and shall submit the budget to the county for processing and approval through the county's regular budget procedure. The fire department shall contract for quarterly bookkeeping/accounting services from an independent accountant for each fiscal year July 1 through June 30. The independent accountant must be approved in advance by the County Finance Officer. The fire department is to submit all invoices, cash receipts, bank statements with canceled checks or facsimiles, check registers or stubs, and other financial source documents to the accountant within 15 days of the end of each fiscal quarter. The accountant is to provide a monthly bank reconciliation for each month of the quarter, an itemized schedule of all disbursements for the quarter, and an itemized schedule of cash receipts for the quarter, a quarterly financial report, and a year-to-date financial report directly to the County ~~Fire Marshal's office~~ Manager within 45 days of the end of each fiscal quarter. Funding will not be disbursed until the financial report is accepted by the Finance Officer. The fire department agrees to contract for an independent financial audit conducted by a certified public accountant in accordance with generally accepted accounting principles, for each fiscal year July 1 through June 30 to be completed by October 31 after that fiscal year and submitted to the Brunswick County Emergency Services Department by November 10 following that fiscal year and will comply with federal and State laws and regulations related to financial and compliance audits. Towns will handle all financing and accounts that are spent for the town fire departments. The Town will follow all accounting principles and practices as required by the State of North Carolina. The Treasurer of any fee-supported department shall be bonded for at least one and one-half times the department's annual budget. The county may audit the fire department's financial records upon reasonable notice to the fire department. Any fees collected by the county to be disbursed to a fee-supported department will be withheld until all fiscal issues are resolved to the satisfaction of the County Finance Officer.

"Section 1.(g) Extension of Area of District. – The county may by resolution annex to any fee-supported fire district any territory that it could include in a new district under subsection (c) of this section, upon finding that:

- (1) The area to be annexed is contiguous to the district, with at least one-eighth of the area's aggregate external boundary coincident with the existing boundary of the district; and
- (2) The area to be annexed requires the services of the district.

The county may also by resolution annex to any fee-supported fire district any territory it could include in a new district under subsection (c) of this section if seventy-five percent (75%) of the real property owners in the territory to be annexed have petitioned the board of commissioners for annexation to the service district.

The area of any fee-supported fire district may be increased by including within the boundaries of the district any adjoining territory lying within a municipality if the territory is not already included in another fire protection district, and both the municipal governing body and the county commissioners of the county in which the district is located agree by resolution to the inclusion. However, it is not necessary to obtain the consent of a municipality if the municipality has not levied a tax, performed any official act, nor held any elections within a period of 10 years preceding the adoption of the resolution including the area within the district.

"Section 1.(h) Annexation of District. – When any portion of a fee-supported fire district has been annexed by a municipality furnishing fire protection to its citizens, and the municipality has not agreed to allow territory within it to be in the district, then the portion of the district annexed is no longer part of a fee-supported district. For the purposes of this section and regardless of the actual effective date of annexation, the date of annexation shall be considered to be a date in the month of June. When any portion of a fee-supported fire district is annexed by a municipality furnishing fire protection to its citizens, there is debt associated with the prior fee-supported district providing the fire protection to that area, an assumption of debt shall be paid to the fee-supported district at a rate of not less than one-half the fees that are collected from the annexed area for a period of not less than three years. This shall in no way limit or restrict a municipality from contracting with a fee-supported district to provide fire protection services nor shall it require a fee-supported district to provide fire protection services without an additional contract.

"Section 1.(i) Abolition of District. – Upon finding that there is no longer a need for a given fee-supported fire district, the board of commissioners may repeal the resolution establishing the district and thus abolish the district.

"Section 1.(j) Administrative Oversight. – Each nonmunicipal department shall bring any purchase in excess of ten thousand dollars (\$10,000) for approval to a fire protection oversight board that is determined by the board of commissioners of the county and is chaired by the Emergency Services Director or his designee. Failure to adhere to the recommendations of the committee could lead to forfeiture of collected fees. All departments that receive funding from a fee-supported district shall participate in countywide strategic planning sessions conducted by the emergency services office no less than once a year.

"Section 1.(k) Collection Remedies. – A county may ~~foreclose fire fee liens~~ collect any delinquent fire fees, existing either before or after the effective date of this act, under any procedure provided by law for the foreclosure-collection of property tax liens, including attachment, garnishment, and foreclosure, except that: (i) lien sales and lien sale certificates are not required, and (ii) foreclosure may be begun at any time after 30 days after the due date. The county is not entitled to a deficiency judgment in an action to foreclose a fire fee lien. The lien of fire fees is inferior to all prior and subsequent liens for State, local, and federal taxes, and superior to all other liens."

SECTION 2. This act applies to Brunswick County only.

SECTION 3. This act is effective when it becomes law.

In the General Assembly read three times and ratified this the 28th day of June,
2017.

s/ Daniel J. Forest
President of the Senate

s/ Tim Moore
Speaker of the House of Representatives

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
BOARD APPOINTMENTS

2020 FIRE FEE COMMITTEE

<u>Fire Department</u>	<u>Member</u>	<u>District</u>	<u>Phone</u>	<u>Email</u>
Sunset Beach	Bob Stinson	1	910 209 3499	bob@plangoals.com
Shallotte Point	Jerry Thrift	1	910-617-2869	jerrythrift2@gmail.com
Calabash	Ronnie Mitchell	1	336-902-8816	no email address
Grissettown/Longwood	Carol Dunham	1	910-5756812	carol_eric537@yahoo.com
Ocean Isle	Wayne Rowell	1	910-575-6717	oibwayne@gmail.com
Tri-Beach	Rickie Robinson	2	910-470-2676	rr5074@yahoo.com
Civietown	Napoleon "Poli" Barefoot	2	910-754-8111	nbbarefoot@wwpemplaw.com
Supply	Warren Kroe	2	910-465-3535	liper@mail.com
Bolivia	Jerry Shane Guyton	2	910-262-6612	shaneshtgandac@gmail.com
Sunset Harbor/Zion Hill		3		
Oak Island	Ted Bodenschatz	3	336-575-4479	theob726@gmail.com
St. James	Bill Bittenbender	3	910-253-9846	billbitt42@atmc.net
			910-279-0511 (c)	
Southport	Colleen Combs	3	202-549-3938	hartcomb@aol.com
Winnabow	Chris Bordeaux	4	910-269-1267	cbo@atmc.net
Boiling Springs Lakes		4		
Waccamaw	Jeremy King	4	910-231-9438	5kingsofnc@gmail.com
Shallotte		4		
Northwest	Darren Grice	5	910-619-3137	gricetrucksales@gmail.com
Leland	Bill Wilson	5	910-620-0432	wilsonb6076@gmail.com
Navassa	Valorie Hatten	5	910-265-1297	v.hatten@yahoo.com

Sunset Beach**Mr. Bob Stinson**

602 Planters Ridge Drive
Sunset Beach, NC 28468
910 209 3499
bob@plangoals.com

Shallotte Point**Mr. Jerry Thrift**

1624 lakeview Court SW
Ocean Isle Beach, NC 28469
910-617-2869
jerrythrift2@gmail.com

Calabash**Mr. Ronnie Mitchell**

8933 Landing Drive SW
Sunset Beach, NC 28468
336-902-8816

Grissettown/Longwood**Ms. Carol Dunham**

537 Gladstone Circle
Ocean Isle Beach, NC 28469
910-5756812
carol_eric537@yahoo.com

Ocean Isle**Mr. Wayne Rowell**

10 Asheville Street
Ocean Isle Beach, NC 28469
910-575-6717

Tri-Beach**Mr. Rickie Robinson**

1815 Robinsonville Rd SW
Supply, NC 28462
910-470-2676
rr5074@yahoo.com

Civietown**Mr. Napoleon Barefoot**

PO Box 543
Supply, NC 28462
nbbarefoot@wwpemplaw.com

Supply**Mr. Warren Kroe**

1172 Palatka Place SE
Bolivia, NC 28422
910-754-6427
liper@mail.com

Bolivia**Mr. Jerry Shane Guyton**

3615 Lewis Loop Road SE
Bolivia, NC 28422
910-262-6612
shaneshtgandac@gmail.com

Sunset Harbor/Zion Hill**Mr. Jim Martin**

1807 Smoketree Ct. SE
Bolivia, NC 28422
910-231-4207
rayvon@atmc.net

Oak Island**Mr. Ted Bodenschatz**

201 Ocean Dr.
Oak Island, NC 28465
336-575-4479
theob726@gmail.com

St. James**Mr. Bill Bittenbender**

3482 Beaver Creek Dr.
St. James, NC 28461
910-253-9846 / 910-279-0511 (c)
billbitt42@atmc.net

Southport**Ms. Colleen Combs**

5231 Shipmast Way
Southport, NC 28461
202-549-3938
hartcomb@aol.com

Winnabow**Mr. Chris Bordeaux**

5432 Maultsby Road
Leland, NC 28451
910-269-1267
cbo@atmc.net

Boiling Springs Lakes

Mr. Bill Clark
~~389 North Shore Dr.~~
~~Southport, NC 28461~~
~~910-448-1775~~
~~parrisland65@yahoo.com~~

Waccamaw**Mr. Jeremy King**

6000 Old King Road
Ash, NC 28420
910-231-9438
5kingsofnc@gmail.com

Shallotte

Mr. Alan Lewis
~~PO Box 2287~~
~~Shallotte, NC 28459~~
~~910-443-2081~~
~~alewis@eces.biz~~

Northwest**Mr. Darren Grice**

5400 Northwest Road
Riegelwood, NC 28456
910-619-3137
gricetrucksales@gmail.com

Leland**Bill Wilson**

8775 Northridge Drive, NE
Leland, NC 28451
(Temp. Address: is 121 Baldwin
Drive, Apt #108, Leland, NC
28451)
910-620-0432
wilsonb6076@gmail.com

Navassa**Valorie Hatten**

122 North Navassa Rd
Leland, NC 28451
910-265-1297
v.hatten@yahoo.com



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # V. - 3.

Board Appointment - Library Board District 4

From:

Andrea White

Issue/Action Requested:

Request that the Board of Commissioners appoint Mary Stilwell to fill the unexpired term representing District 4 on the Library Board of Trustees. This term will expire on June 30, 2022.

Background/Purpose of Request:

The District 4 seat on the Library Board of Trustees became vacant in January due to the passing of Ms. Lena Butler. Ms. Butler was originally appointed to a 3-year term expiring on June 30, 2022.

If appointed, Ms. Stilwell will fill the unexpired term ending June 30, 2022.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners appoint Mary Stilwell to fill the unexpired term representing District 4 on the Library Board of Trustees.

ATTACHMENTS:

Description

- ▣ Library Board of Trustees Roster
- ▣ Application - Mary Stilwell

Library Board of Trustees

Name	District	Appointment Date	Term	Expiration Date	Serving Since
Sheila Umbricht	1	6/20/2016	3	6/30/2020	2008
Sheila Schreyer (unexp.)	2	8/5/2019	3	6/30/2022	2019
Randy Sullivan	3	6/20/2016	3	6/30/2020	2010
Vacant	4	6/17/2019	3	6/30/2022	2012
Ronnie Benton	5	6/18/2018	3	6/30/2021	2006
Emma Myles	at-large	6/20/2016	3	6/30/2020	2011
Mary Wilsom (unexp)	at-large	7/16/2018	3	6/30/2021	2014
Brett Riggs (unexp)	at-large	10/1/2018	3	6/30/2021	2018
Donna Morgan	at-large	6/18/2018	3	6/30/2021	2017

Mission

To formulate and adopt programs, policies and regulations for the government of the library, and to make recommendations to the governing body concerning the library system and its Director.

Membership

All members serve 3-year terms.

~ 9 members, all appointed by the Board of Commissioners (1 from each district and 4 at-large)

~ Board members are requested to be library cardholders

~ The Library Director is the Board's executive officer

~ If so elected by the Board, the Library Director shall serve as Secretary to the Board



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?

26

*

Are you registered to vote in Brunswick County?

☒ Yes
☐ No

*

Board or Committee of Interest

Library 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

Applicant Information

First Name *

Mary

Middle Initial

E

Last Name *

Stilwell

Street Address *

350 E Boiling Springs Road

City *

Southport

State *

North Carolina

Zip

28461

Is mailing address
same as street
address *

☒ Yes
☐ No

Home Phone

910-845-2762

Cell Phone 910-540-8326

Email * tstilwell@ec.rr.com

**Present
Job/Employer
Address** Retired

Past Employment Personal attendant, self
Management Retail

**Current
Civic/Community
Participation** Past president Brunswick County Republican Women
At large member Brunswick County Republican Party, 7th district
Member State Plan of Organization Committee
Prior Commissioner, city of Boiling Spring Lakes
Advisor and founder Library Committee, city of Boiling Spring Lakes



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

From:

Andrea White

Action Item # V. - 4.

Board Appointment - Library Board Request

Issue/Action Requested:

Request that the Board of Commissioners consider approving a request from the Library Board of Trustees to change Mr. Randy Sullivan's designation of District 3 to At-Large and change Ms. Mary Wilson's designation from At-Large to District 3.

Background/Purpose of Request:

A letter was received on 2/29/2020 from Ms. Sheila Umbricht, Chair of the Library Board of Trustees, regarding the membership of the Library Board, specifically District 3 (Commissioner Sykes). The Library Board of Trustees is requesting that the Commissioners approve a change that was voted on at their meeting on February 24, 2020 to move Mr. Randy Sullivan to an At-Large seat. Mr. Sullivan currently resides in District 2, not District 3. They also voted to move Ms. Mary Wilson to the District 3 seat. Ms. Wilson currently resides in District 3.

If approved, this change will also affect the term expiration for these individuals, as the term remains with the seat, not the individual. Mr. Sullivan's term will expire 6/30/2021 and Ms. Wilson's term will expire 6/20/2020.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

The Library Board of Trustees voted on February 24, 2020 to change Randy Sullivan's designation of District 3 to At-Large and change Mary Wilson's designation of At-Large to District 3.

County Manager's Recommendation:

Recommend that the Board of Commissioners consider approving a request from the Library Board of Trustees to change Mr. Randy Sullivan's designation of District 3 to At-Large and change Ms. Mary Wilson's designation from At-Large to District 3.

ATTACHMENTS:

Description

- ☐ Library Board of Trustees Roster
- ☐ Recommendation Letter from Library Board of Trustees

Library Board of Trustees

Name	District	Appointment Date	Term	Expiration Date	Serving Since
Sheila Umbricht	1	6/20/2016	3	6/30/2020	2008
Sheila Schreyer (unexp.)	2	8/5/2019	3	6/30/2022	2019
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Vacant	4	6/17/2019	3	6/30/2022	2012
Ronnie Benton	5	6/18/2018	3	6/30/2021	2006
Emma Myles	at-large	6/20/2016	3	6/30/2020	2011
Mary Wilsom (unexp)	at-large	7/16/2018	3	6/30/2021	2014
Brett Riggs (unexp)	at-large	10/1/2018	3	6/30/2021	2018
Donna Morgan	at-large	6/18/2018	3	6/30/2021	2017

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~ The Library Director is the Board's executive officer

~ If so elected by the Board, the Library Director shall serve as Secretary to the Board

Feb. 25, 2020

Commissioner Frank Williams, Chair

Yesterday at the Library Board of Trustees Meeting, we voted to change Randy Sullivan's designation of District 3 to at-large. Mary Wilson will now be the District 3 representative.

We hope you will approve this change so the District 3 representative is now a District 3 resident.

Thank you.

Sincerely,

Sheila K. Umbricht, Chair



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # V. - 5.

Clerk to the Board - Meeting Minutes

From:

Andrea White

Issue/Action Requested:

Request that the Board of Commissioners approve the draft minutes from the February 17, 2020 Regular Meeting.

Background/Purpose of Request:

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the draft minutes from the February 17, 2020 Regular Meeting.

ATTACHMENTS:

Description

- Draft Minutes - 2020-02-17 Regular Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
FEBRUARY 17, 2020
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 Kascak, Public Information Officer
Cpt. Lamar Siler, 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

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

III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman Williams asked for any adjustments to the agenda. Chairman Williams requested that the headline on item VI *Presentation* be changed to *Public Hearing*. Commissioner Sykes requested that item (2) *Administration - Resolution Supporting the Second Amendment* under Consent Agenda be moved to item (1) under Administrative Report.

Commissioner Sykes moved to approve the agenda as amended. 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:

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1. Rick Paxton, resident of Leland, spoke in favor of the second amendment resolution and encouraged the Board to continue to preserve the people's rights in Brunswick County and to ensure that citizens within the county are able to continue to exercise their constitutional rights and do so freely.
2. Roy Meares, resident of Boiling Spring Lakes, spoke in favor of the second amendment resolution and asked the Board to help protect citizen rights.
3. Billy Baucom, resident of Supply, spoke in favor of the second amendment resolution and presented a petition in support of the same.
4. Victor Novakoski, resident of Southport, presented information regarding an issue he is having with a sewer connection. He requested that the system be reassessed as a grinder pump rather than gravity or allow him to buy a grinder pump from the county and install it with the county's specifications so that he can be on the maintenance plan.

Chairman Williams requested that Commissioner Forte provide Mr. Novakoski's contact information to the County Manager for follow up.

5. Laurie Vass, resident of Sunset Beach, provided an update on the Sunset Lakes issue presented at the January 21, 2020 meeting. A meeting was held with the Town Council of Sunset Beach and the Mayor to present the proposed interagency governmental planning commission for the purpose of assisting with the dam issue at Sunset Lakes. A meeting was also held with the Town Council of Calabash and the Mayor to ask if they would support the idea. Both town councils were fairly favorable but did not want to provide funds to assist.
6. Debra Jensen, resident of Bolivia, spoke in favor of the second amendment resolution and asked that the Board put Brunswick County on the list of constitutional rights protection counties and continue to protect our inalienable rights.
7. Marianne Huntley, resident of Southport, requested that the Board of Commissioners table the second amendment resolution.
8. Martha Johnson, resident of Southport, spoke in opposition of the second amendment resolution and requested that the Board pass a resolution against offshore drilling and seismic blasting.
9. Lynn Baker, resident of Southport, urged the Board to pass a plan for reverse osmosis water treatment and demanded that the Board pass a resolution against offshore drilling and seismic blasting.
10. Ginny Quaglia, resident of Ocean Isle Beach, encouraged the Board to pass the resolution protecting second amendment rights.
11. Mary Ann McCarthy, resident of Southport, spoke in support of the second amendment resolution.
12. Carl Parker, resident of Leland, spoke in opposition to the second amendment resolution.
13. Becky Felton, resident of Southport, spoke in opposition to the second amendment resolution and encouraged the Board to not pass the resolution tonight or any night.
14. Daniel Cook, resident of Bolivia, spoke in support of the second amendment resolution.
15. Tom Sapp, resident of Oak Island, spoke regarding resolutions and suggested several that the Board should consider rather than the one proposed as it has no legal ramifications.
16. Henry Webber, resident of Oak Island, spoke in support of the second amendment and in support of protecting it when it needs protecting. Mr. Webber requested that the Board pass

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a resolution that balances the right to keep and bear arms with measures to keep guns out of the hands of those who will use them for violence.

17. Peter Key, resident of Oak Island, provided comments related to safe drinking water and expressed concern over the water quality in the schools.
18. Beth Key, resident of Oak Island, expressed concern with the water quality in the schools and asked the County to do more than just a reverse osmosis fountain in each school.
19. Scott Outlaw, resident of Ocean Isle Beach, expressed support for the second amendment resolution.
20. Spencer Davis, resident of Southport, expressed support for the second amendment resolution.
21. Jonathan Tennant, resident of Supply, expressed support for the second amendment resolution.

Jennifer Fontaine, Sue Marsh, Yvonne Moody, Paul Woodall also signed up but declined to speak.

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 - Resolution Adopting the Brunswick County Safety Manual**
Approved the attached resolution and adopt the Brunswick County Safety Manual.

RESOLUTION ADOPTING THE BRUNSWICK COUNTY EMPLOYEE SAFETY MANUAL

WHEREAS, the Brunswick County Board of Commissioners considers the health and safety of employees one of its most important responsibilities; and

WHEREAS, the diversity of occupations in Brunswick County government requires the development of specific safety standards with procedures that address this diversity; and

WHEREAS, Brunswick County requires its employees to respond appropriately in their roles and to follow all established safety rules and procedures; and

WHEREAS, the Brunswick County Safety Manual will provide guidance in operating procedures for all occupations in County government; and

WHEREAS, the Brunswick County Safety Manual will work in conjunction with best industry standards and statutory laws regarding occupational safety, and shall be subject to change as North Carolina Department of Labor, Occupational Safety and Health Division and other statutory laws or regulations are amended; and

WHEREAS, the Brunswick County Safety Manual shall be a living document capable of amendment as needed by the County Manager.

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NOW THEREFORE, BE IT RESOLVED that the Brunswick County Board of Commissioners adopts the Brunswick County Safety Manual in order to promote a positive safety culture for the employees of Brunswick County.

This the 17th day of February, 2020.

Frank Williams, Chair
Brunswick County Board of Commissioners

ATTEST:
Andrea White, NCCCC
Clerk to the Board

2. **Clerk to the Board - Meeting Minutes**
Approved the draft minutes from the February 3, 2020 Regular Meeting.
3. **County Attorney - Deed of Dedication for St. James CM-4, Phase 1**
Accepted the Deed of Dedication for water and sewer infrastructure for St. James CM-4, Phase 1.
4. **Finance - Fiscal Items**
Approved the following Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature:
 - **Budget Amendment Utilities Insurance Proceeds**
Appropriated \$16,607 of insurance proceeds for the Brunswick Learning Center sewer lift station lightning strike for necessary repairs at the site.
 - **Budget Amendment and CPO Airport Grant 36237.45.18.1**
Appropriated \$403,713 of federal revenues and transferred a local match of \$44,857 for airport grant 36237.45.18.1 Corporate Hanger Construction.
 - **Budget Amendment and CPO Airport Grant 36244.58.11.1**
Appropriated \$163,269 of additional Aviation State Aid for grant 36244.58.11.1 Corporate Hanger requiring no additional local matching funds.
 - **FY16 Water Mains Top 7 and Apollo Budget Amendment and CPO**
Transferred \$131,715 from FY16 Water Mains Top 7 and Apollo to the Water Capital Reserve undesignated funds. Contract A and B are both completed, leaving only Contract C and D to be constructed. This project has been placed on hold and will be completed at a later date and funding will be transferred for construction at that time.
 - **Southeast Water Tank Budget Amendment and CPO**
Transferred \$14,450 from the Southeast Water Tank project to undesignated funds in the reserve. This project has been placed on hold and will be funded when the County moves forward with construction.
 - **Financial Reports for January 2020 (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>.

5. **Operation Services - Tip Fee Exemption Request**
Approved a tip fee exemption request at the Brunswick County Landfill for Living Word Full Gospel Fellowship.
6. **Planning - Regional Waccamaw River Watershed Study**
Adopted a resolution approving Brunswick County's participation in the Regional Waccamaw River Watershed Study.

**RESOLUTION SUPPORTING THE REGIONAL WACCAMAW RIVER
WATERSHED STUDY GRANT PROPOSAL**

WHEREAS, the mission of the Waccamaw River Watershed Study is to seek ways of reducing flooding in the watershed from its beginning in Horry County, SC around the Conway, SC area and continuing upstream through Brunswick County, NC; Columbus County, NC; and to the upper reaches of the watershed in Bladen County, NC; and

WHEREAS, the purpose of the Waccamaw River Watershed Study is to develop a strategic plan that will identify the flooding issues in the Waccamaw River Watershed; develop benchmarks for problem areas; prioritize capital improvements; and reduce economic vulnerabilities; and

WHEREAS, the strategic planning process will engage the proper agencies in developing a long-range plan for addressing identified issues and seek ways of funding corrective actions and long-term maintenance of installed best management practices to protect public health and human safety; create more resilient communities; and encourage enhanced economic development opportunities; and

WHEREAS, the total funds sought to complete the study shall be \$415,000; requiring a cash match from Horry County, SC; Brunswick County, NC; Columbus, NC; and Bladen County, NC of \$20,750 each; and

WHEREAS, each county's participation is essential to the regional partnership, shared matching funds, and ensuing collaborative study.

NOW, THEREFORE, BE IT RESOLVED THAT the County Commissioners of Brunswick County, North Carolina support the Waccamaw River Watershed Study and commit to the required \$20,750 in cash match in order to secure the necessary grant funds.

ADOPTED the 17th day of February, 2020.

Frank Williams, Chair
Brunswick County Board of Commissioners

ATTEST:
Andrea White, NCCCC
Clerk to the Board

7. **Planning - Utility System Development Fee Deferral Agreement: Calabash Meadows Affordable Senior Community**
Adopted a resolution approving a utility system development fee deferral agreement to support the tax credit application for Calabash Meadows Affordable Senior Community and authorized the County Manager to execute upon document approval by the County Attorney.

**RESOLUTION APPROVING AN AGREEMENT DEFERRING UP TO \$150,000 IN
COUNTY FEES RELATED TO WATER AND SEWER SERVICE FOR THE
PROPOSED 'CALABASH MEADOWS' PROJECT**

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In consideration of the proposed 'Calabash Meadows' senior living housing development located on Calabash Road near Carolina Shores.

WHEREAS, the proposed 'Calabash Meadows' senior living housing development project is submitting a full application under the 2019 Housing Tax Credit competition cycle; and

WHEREAS, Brunswick County is the fastest growing county in North Carolina (2017) and senior aged population is a major driver of the growth; and

WHEREAS, the need for affordable senior housing in Brunswick County, especially in the southern portion of the County, has historically been greatly under supplied, and

WHEREAS, following Hurricane Florence, the need for more affordable senior housing in Brunswick County has increased; and

WHEREAS, the NC Office of Budget & Management population projections indicates significant population growth to continue, adding over 64,000 people by 2039; and

WHEREAS, the location of the proposed project is very suitable, with convenient access to shopping and other services; and

WHEREAS, the project, as proposed, will assist in meeting the County's affordable housing goal.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners of Brunswick County do hereby approve an agreement deferring County fees related to water and sewer service up to \$150,000 to be repaid over a twenty-year period with an interest rate of two (2) percent.

ADOPTED the 17th day of February, 2020.

Frank Williams, Chair
Brunswick County Board of Commissioners

ATTEST:
Andrea White, NCCCC
Clerk to the Board

8. **Tax Administration - February 2020 Releases**
Approved the February 2020 releases.

VI. PUBLIC HEARING *(Title changed by vote during Adjustments/Approval of Agenda)*

1. **Emergency Services - Ambulance Franchise Request for Columbus County EMS, Inc**
Request that the Board of Commissioners hold a hearing to consider approval for an ambulance franchise request from Columbus County EMS, Inc.

The hearing for an application for the non-emergency transport was held in the manner of a public hearing.

Mr. Ed Conrow explained that the hearing was held for the purpose of considering an application for non-emergency transport by Columbus County EMS, Inc. The application was received by Emergency Services, reviewed, and brought before the Quality Assurance Committee. Following approval by the Quality Assurance Committee, the Committee

recommended that the request be sent to the Board of Commissioners for consideration. Mr. Conrow clarified that Columbus County EMS, Inc., is not Columbus County. It is a private entity that does emergency transport, and if approved, would provide non-emergency transport in Brunswick County with two units. The entity has been in business for 28 years.

Chairman Williams opened the hearing to comments. No one wished to speak, therefore Chairman Williams closed the hearing.

Commissioner Sykes moved to approve the ambulance franchise request from Columbus County EMS, Inc. for non-emergency transport. The motion was seconded by Commissioner Forte and the vote of approval was unanimous.

VII. ADMINISTRATIVE REPORT

1. *Administration - Resolution Supporting the Second Amendment (item moved from Consent during Adjustments/Approval of Agenda)*

Request that the Board of Commissioners adopt a resolution supporting the Second Amendment by declaring Brunswick County a Constitutional Protected Rights County.

Commissioner Sykes moved to adopt the resolution supporting the Second Amendment as presented. The motion was seconded by Commissioner Cooke and the vote of approval was unanimous.

RESOLUTION DECLARING BRUNSWICK COUNTY A CONSTITUTIONAL RIGHTS PROTECTED COUNTY

WHEREAS, the Constitution of the United States is the Supreme Law of our nation; and

WHEREAS, the Second Amendment to the Constitution of the United States of America states: “A well-regulated Militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed”; and

WHEREAS, the North Carolina Constitution, Article I, Section 30, states: “A well-regulated militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed; and, as standing armies in time of peace are dangerous to liberty, they shall not be maintained, and the military shall be kept under strict subordination to, and governed by, the civil power. Nothing herein shall justify the practice of carrying concealed weapons, or prevent the General Assembly from enacting penal statutes against that practice”; and

WHEREAS, a long line of established U.S. Supreme Court cases have ruled where rights are secured by the U.S. Constitution, including Second Amendment rights, no rule making or legislation or executive order may abrogate those rights, and the right to “keep and bear arms” is secured by the “due process” and “privileges and immunities” clauses of the Fourteenth Amendment which protects rights of, and closely related to, the Second Amendment; and

WHEREAS, the citizens of Brunswick County have long supported the rights of the individual, particularly as those rights exist under the U.S. and North Carolina Constitutions, including the Second Amendment; and

WHEREAS, the Brunswick County Board of Commissioners is concerned about the passage of any bill or legislation which could be interpreted as infringing the rights of the citizens of Brunswick County to keep and bear arms; and

DRAFT

WHEREAS, the Brunswick County Board of Commissioners expresses its deep commitment to the rights of all citizens of Brunswick County to keep and bear arms; and

WHEREAS, the Brunswick County Board of Commissioners wishes to express its opposition to any law that would unconstitutionally restrict the rights under the Second Amendment of the US Constitution and under the North Carolina Constitution of the citizens of Brunswick County to keep and bear arms, and all rights and privileges arising therefrom; and

WHEREAS, the Brunswick County Board of Commissioners wishes to express its intent to stand as a Constitutional Rights Protected County for Second Amendment rights and to oppose, within the limits of the Constitutions of the United States and the State of North Carolina, any efforts to unconstitutionally restrict such rights, and to use such legal means at its disposal to protect the rights of the citizens to keep and bear arms.

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

- 1) That the Brunswick County Board of Commissioners, within its powers, duties, and responsibilities, shall respect, protect, and defend the Second Amendment rights of Brunswick County citizens and will oppose, within the limits of the Constitutions of the United States and the State of North Carolina, any efforts to unconstitutionally restrict such rights, and to use such constitutional means at its disposal to protect the rights of its citizens to keep and bears arms; and
- 2) That the Brunswick County Board of Commissioners hereby declares Brunswick County, North Carolina, as a Constitutional Rights Protected County.

ADOPTED the 17th day of February, 2020.

Frank L. Williams, Chair
Brunswick County Board of Commissioners

ATTEST:
Andrea White, NCCCC
Clerk to the Board

2. **Engineering - County Courthouse Addition and Renovation-Recommendation of Award to Monteith Construction Corporation (Wm. L. Pinnix, P.E.)**

Request that the Board of Commissioners approve the Notice of Award and execute the construction contract with Monteith Construction Corporation in the amount of \$10,983,000.00 for the Brunswick County Courthouse Addition and Renovation project after County Legal review and approval of the construction contract.

Mr. Pinnix provided a brief project summary on the Courthouse Addition and Renovation project. The project consists of a three story, 15,000 SF addition to the north end of the building as well as renovations of the existing 102,450 SF courthouse building. The project timeframe is (730) consecutive calendar days which consists of one year for the new addition and one year for the renovation. There were six prequalified bidders, four of which submitted a bid. Monteith Construction Corporation was the lowest responsive and responsible bidder with a total bid of \$10,983,000.00.

Vice-Chairman Thompson moved to approve the Notice of Award and execution of the contract with Monteith Construction Corporation as presented. The motion was seconded by Commissioner Sykes and the vote of approval was unanimous.

3. **Utilities - 211 Water Treatment Plant Lagoon Conversion Project Burnette Enterprises (John Nichols, Director of Public Utilities)**

Request that the Board of Commissioners award the contract for the construction of the Brunswick County 211 Water Treatment Plant Lagoon Conversion Project to Burnette Enterprises in the amount of eighty-seven thousand five hundred dollars (\$87,500.00). Of the eight (8) bids received at the January 21, 2020 bid opening, Burnette Enterprises was found to be the lowest bid.

Mr. Nichols explained that the lime that is used to treat the water at the 211 Water Treatment Plant creates a sludge which must be dried and landfilled. Funds are needed to convert one of the residual lagoons into a drying bed which will result in a more effective process in drying out and removing the sludge. Eight bids were received, and Burnette Enterprises was the lowest bidder in the amount of \$87,500.00.

Vice-Chairman Thompson moved to award the contract to Burnette Enterprises as presented. The motion was seconded by Commissioner Sykes and the vote of approval was unanimous.

4. **Utilities - Cape Fear River Locks and Dams Resolution (John Nichols, Director of Public Utilities)**

Request that the Board of Commissioners approve a resolution regarding disposition of the Cape Fear River Locks and Dams.

Mr. Nichols explained that the primary water supply for Brunswick County is behind Lock and Dam #1. The Army Corps of Engineers has used the Locks and Dams in the past for commercial traffic, however, that use is no longer needed. The Army Corps of Engineers would like to divest itself of the Locks and Dams and are finalizing a study in which they will recommend to 1) remove the Locks and Dams; 2) convey them to someone else; or 3) do nothing. The most likely scenario is the conveyance to someone else. The State has indicated that they are interested in acquiring the Locks and Dams, however, the utilities are also interested. In a recent conference call, the State indicated that they would view all uses (water supply, quality, fish passage, recreational use, and aquatic habitat) equally. Staff believes that water supply should not have equal footing as recreational uses. The Fayetteville Public Water Commission is seeking to acquire the Locks and Dams for the same reason as the county. If acquired, Fayetteville Public Works Commission would seek to divest themselves of Lock and Dam #1 to the Lower Cape Fear Water and Sewer Authority where Brunswick, Pender, and Cape Fear Public Utility Authority receive most of their raw water. The resolution before the Board requests that whoever receives the Locks and Dams puts water supply as the number one use and manages it accordingly, and supports Fayetteville Public Works Commission's bid to acquire the Locks and Dams. The resolution will also allow the Army Corps of Engineers to adjust their position study to recognize that more than just the State is interested. The Army Corps of Engineers will make a recommendation to Congress and Congress will likely determine exactly who acquires the Locks and Dams. At that point, the County needs to request our elected officials at that level consider the conveyance to a utility.

Chairman Williams moved to approve the resolution as presented. The motion was seconded by Commissioner Forte and the vote of approval was unanimous.

The Board directed the Clerk to provide 10 copies of the resolution to be given to the congressional staffers during the NACo Conference in Washington, D.C.

RESOLUTION OF SUPPORT FOR THE CAPE FEAR RIVER LOCK & DAM SYSTEM TO BE MANAGED PRIMARILY FOR WATER SUPPLY USES AND TO SUPPORT THE SUBMITTAL OF A LETTER OF INTENT BY THE FAYETTEVILLE PUBLIC WORKS COMMISSION TO ACQUIRE THE CAPE FEAR LOCKS AND DAMS

WHEREAS, the U. S. Army Corps of Engineers has recently completed the Cape Fear River Locks And Dams Bladen County, North Carolina Section 216 Disposition Study Draft Integrated Report And Environmental Assessment and submitted it for its final public comment period; and

WHEREAS, the Cape Fear River Locks And Dams Bladen County, North Carolina Section 216 Disposition Study Draft Integrated Report And Environmental Assessment indicates that the Cape Fear Locks and Dams are no longer needed for commercial navigation; and

WHEREAS, the report developed three options related to the Locks and Dams including the Corps retaining ownership with limited maintenance, removal of the Locks and Dams, or transfer to an interested third party; and

WHEREAS, Brunswick County's primary source of raw water is the Lower Cape Fear Water and Sewer Authority raw water intake located upstream of Lock and Dam No. 1; and

WHEREAS, Brunswick County has invested millions of dollars in the Lower Cape Fear Water and Sewer Authority raw water system as well as the County's Northwest Water Treatment Plant and associated potable water transmission systems; and

WHEREAS, the short-term and long-term raw water supply would be adversely impacted by any changes to Lock and Dam No. 1 since the raw water intake relies on its height to create the pool of water the raw water intake relies on; and

WHEREAS, there are no reasonable alternatives capable of supplying the 106 million gallons per day (mgd) of raw water to the water treatment plants in Brunswick, New Hanover, and Pender Counties that rely on the intake structures located upstream of Lock and Dam No. 1; and

WHEREAS, approximately 500,000 residents and visitors rely on the potable water from the treatment plants located in Brunswick, New Hanover and Pender Counties and the public health of those residents and visitors would be undesirably impacted if the raw water supply was adversely impacted in some manner; and

WHEREAS, the Lower Cape Fear Water and Sewer Authority must take all steps necessary to protect its water supply in the Cape Fear River and has determined that transfer of the Locks and Dams to a third party is in the Authority's best interest toward the goal of protecting its water supply in the Cape Fear River; and

WHEREAS, the NC DEQ has expressed an interest in acquiring the Locks and Dams from the U.S. Army Corps of Engineers but has indicated that water supply would not be its top priority in operating the Locks and Dams and would instead be equal to other potential uses in the river; and

WHEREAS, Brunswick County believes that access to potable water should be the first priority of the operator of Lock and Dam No. 1 to protect the public health of the residents and visitors in the region; and

WHEREAS, the industrial and commercial sectors that provide economic stability to the region rely on a reliable source of potable water; and

WHEREAS, the Corps of Engineers has indicated that it desires to transfer all of the Locks and Dams to one entity; and

DRAFT

WHEREAS, the Fayetteville PWC has expressed a willingness to be the lead agency in dealing with the transfer of all three Locks and Dams in the Cape Fear River with the understanding that they would immediately transfer Lock and Dam No. 1 to the Lower Cape Fear Water and Sewer Authority should they be successful in acquiring the Locks and Dams in the Cape Fear River.

NOW THEREFORE BE IT RESOLVED, that the Chairman and Brunswick County Board of Commissioners hereby express their desire that water supply be the pre-eminent use for the Cape Fear River Lock & Dam System, for it to be managed accordingly on an ongoing basis, and that the important uses for recreation, fish passage, water quality, and aquatic environment be given due consideration in a management plan.

FURTHER BE IT RESOLVED that the Chairman and Brunswick County Board of Commissioners express their support for the Fayetteville Public Works Commission to submit a nonbinding Letter of Support to the U. S. Army Corps of Engineers to be included in the Cape Fear River Locks And Dams Bladen County, North Carolina Section 216 Disposition Study Draft Integrated Report And Environmental Assessment. The Chairman and Board of Directors also express their appreciation to the Fayetteville Public Works Commission Board and their staff for their willingness to take the lead in this important issue to protect public water supply in the southeastern region of the State of North Carolina.

FURTHER BE IT RESOLVED that the Chairman and Brunswick County Board of Commissioners will work with whatever entity acquires the locks and dams to prioritize and protect the public water supply in the southeastern region of the State of North Carolina.

This Resolution Adopted this 17th day of February, 2020.

Frank L. Williams, Chair
Brunswick County Board of Commissioners

ATTEST:
Andrea White, NCCCC
Clerk to the Board

5. **Utilities - Enforcement Response Plan Revision (Donald Dixon, Deputy Director-Wastewater Operations)**

Request that the Board of Commissioners approve a revision to the Enforcement Response Plan (ERP) within the Sewer Use Ordinance.

Mr. Dixon explained that the Department of Environmental Quality (DEQ) requests that additional language be added to the Sewer Use Ordinance from time-to-time. Recently, staff was requested to add additional language to the ERP with regard to the Dental Office Point Source Category which is a dental amalgam rule that states that any dental office within the entity should have a 95% removal rate from a dental amalgam machine within their office. Staff was also required to send a letter of self-certification to 28 dental offices in the county. Another revision was necessary as the only plant in service at the time the ERP was first presented was the Northeast Brunswick Wastewater Treatment Plant. Staff had to include the County's additional facilities within the ERP.

Commissioner Sykes moved to approve the revision to the ERP as presented. The motion was seconded by Vice-Chairman Thompson and the vote of approval was unanimous.

6. **Utilities - NC 811 Facilities Use Agreement (John Nichols, Director of Public Utilities)**

DRAFT

Request that the Board of Commissioners approve a facilities use agreement with the North Carolina 811 organization allowing the 811 logo to be painted on the Bell Swamp above-ground water storage tank.

Mr. Nichols explained that 811 is the number you call before you dig. North Carolina 811 has requested to put its logo on the County's tank at Bell Swamp at no cost to the County. Staff supports 811's goal as it protects the County's lines.

Commissioner Cooke moved to approve the facilities use agreement with North Carolina 811 as presented. The motion was seconded by Commissioner Sykes and the vote of approval was unanimous.

7. Utilities - Timber Sale Old IP (South) Tracts Forestree, Inc., Canal Wood LLC (Donald Dixon, Deputy Director-Wastewater Operations)

Request that the Board of Commissioners approve the sale of timber on the Old IP (South) Tracts 20, 21, 22, 23 as identified in the Forest Management Plan to both Forestree, Inc., (Tract 20) and Canal Wood LLC (Tracts 21, 22, 23) in the amount of \$527,282.30 and authorize the Chairman and Clerk to the Board to approve contracts.

Mr. Dixon explained that an agreement was entered into in July 2017 with Woodsrun Consulting Forestry to market, bid and supervise the harvesting and planting of all the forested tracts that are overseen by the Public Utilities Department. Staff recommends the sale of timber in the amount of \$527,282.30. To date, Public Utilities has sold over \$394,000 worth of timber. With this sale, that amount will go to almost \$1 million in timber in the last two years. Expenses to date total \$24,000 for replanting and application of herbicide. Mr. Dixon added that this endeavor is a good revenue generator and it protects forested lands.

Commissioner Forte moved to approve the sale of timber as presented. The motion was seconded by Commissioner Sykes 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.

1. Chairman Williams discussed the possibility of holding liaison meetings with the Sheriff's Office, the schools, the community college, and BSRI as the budget process gets underway. Commissioners with an interest in participating in those meetings should contact Mr. Woodruff and Chairman Williams.
2. Chairman Williams mentioned that President of the North Carolina Association of County Commissioners' presidential initiative is Disconnected Youth, a program to bring together all supporting resources. The County will be asked to form a Disconnected Youth Task Force in the future. Chairman Williams asked the Commissioners to keep this initiative in mind. Additional information will be forthcoming.

IX. ADJOURNMENT

Commissioner Sykes moved to adjourn the meeting at 7:09 p.m. The motion was seconded by Vice-Chairman Thompson and the vote of approval was unanimous.

DRAFT

Frank Williams, Chairman
Brunswick County Board of Commissioners

Attest:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # V. - 6.

From:

Bryan W. Batton

County Attorney - 3481 George II Hwy Deed of Dedication

Issue/Action Requested:

Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure for 3481 George II Highway.

Background/Purpose of Request:

Dominion Land Corporation and Shiloh Holdings, LLC has submitted a Deed of Dedication for water and sewer infrastructure for 3481 George II Hwy. 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

\$ 51,165.00 for water

\$ 10,000.00 for sewer

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Accept the Deed of Dedication for water and sewer infrastructure from Dominion Land Corporation and Shiloh Holdings, LLC.

County Manager's Recommendation:

Recommend the Board consider accepting the Deed of Dedication for water and sewer infrastructure for 3481 George II Highway.

ATTACHMENTS:

Description

▣ 3481 George II Hwy DOD

Prepared by: Dominion Land Corp. (Yvette) Valle

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the 25th day of February 2020, by and between Dominion Land Corp., Developer, a North Carolina Corporation, and Shiloh Holdings LLC, owner, a North Carolina LLC, with an office and place of business in New Hanover County, North Carolina, party of the first part, hereinafter referred to as "Developer/Owner", 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/Owner is the owner and developer of a tract or parcel located in Township, Brunswick County, North Carolina, known as 3481 George II Hwy;

And whereas Developer/Owner 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/Owner 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 property Developer/Owner must convey title to the water and sewer distribution system to Grantee through an instrument of dedication acceptable to Grantee;

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

All water and sewer lines located on 9.87 AC Boiling Spring Lakes with an address of 3481 George II Highway and a parcel # of 173AB00602 as shown on the engineered plans prepared by Norris and Tunstall Consulting Engineers.

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 map and serving the areas referenced above for purposes of entry into the property 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 property, including, but not limited to, electric, gas, telephone, cable and sewer.

And Developer/Owner does hereby covenant that it is seized of said water and sewer lines and equipment described above in fee simple and has to 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/Owner 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/Owner 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.

Dominion Land Corporation

Candice O. Alexander

By: Candice O. Alexander, V.P.

Shiloh Holdings LLC

Candice O. Alexander

By: Candice O. Alexander, Manager

STATE OF NORTH CAROLINA

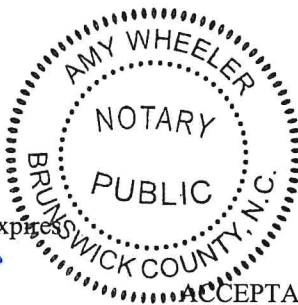
COUNTY OF BRUNSWICK

I, a Notary Public of the county and State aforesaid, do hereby certify that Candice O. Alexander personally came before me this day, and I have personal knowledge of the identity of the principal and acknowledged that she is Vice President of Dominion Land Corp., a North Carolina Corporation, and that she is Manager of Shiloh Holdings LLC, a North Carolina LLC, and that she, as Vice President/Manager, being authorized to do so, executed the foregoing on behalf of the Corporation.

Witness my hand and official seal, this the 27th day of February, 2020.

(NOTARY SEAL)

My Commission Expires
May 7, 2023



Amy Wheeler

Signature of Notary Public

Amy Wheeler

Printed or Typed Name of Notary

ACCEPTANCE OF DEED

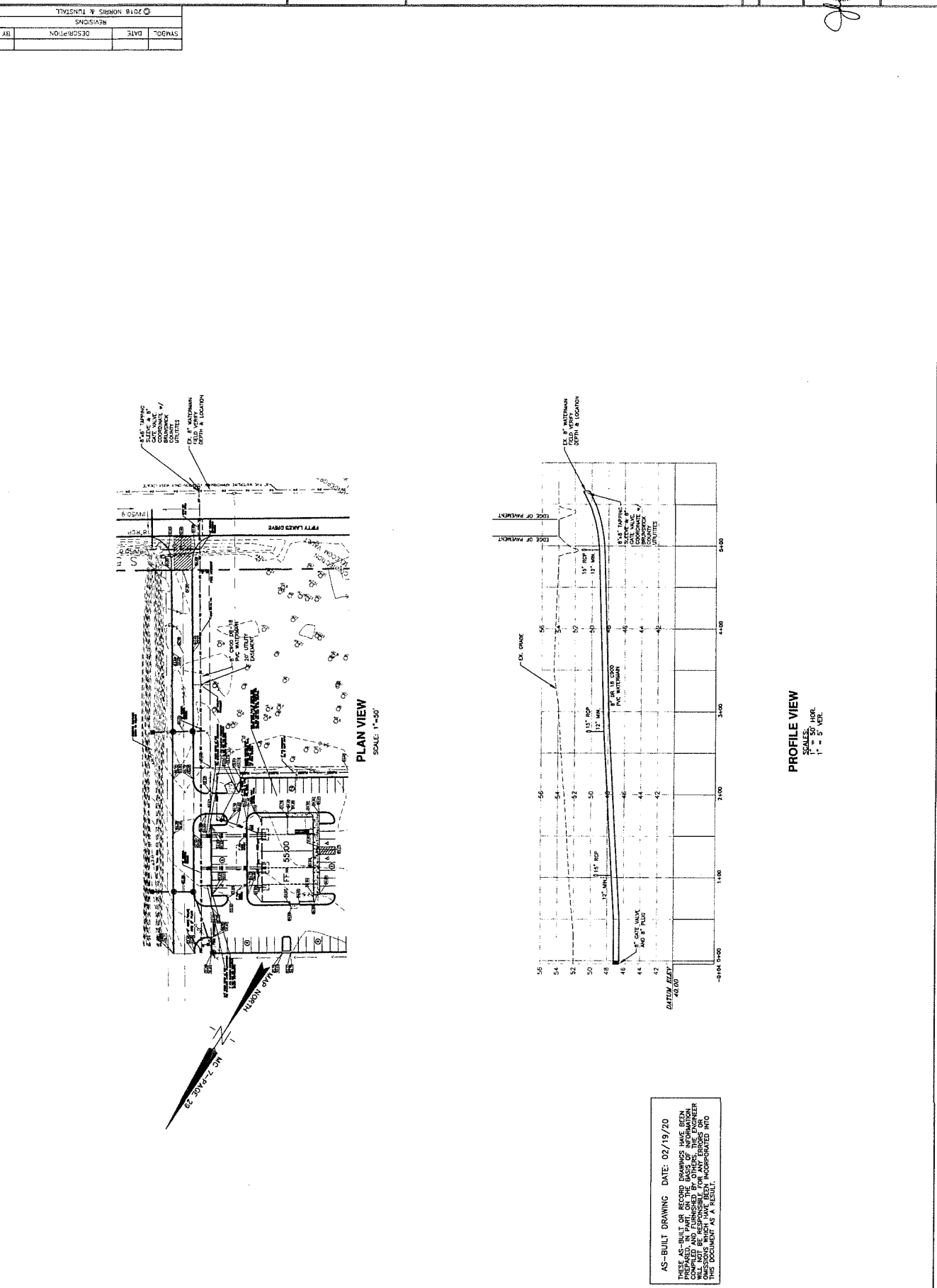
This Deed of Dedication and accompanying Affidavit for ()

Was accepted by the Brunswick County Board of Commissioners on the _____ day of _____, 2020.

Brunswick County Board of Commissioners

Frank Williams, Chairman

Andrea White, Clerk to the Board



STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AFFIDAVIT

Shiloh Holdings LLC, a North Carolina LLC, with an office and place of business in New Hanover 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 Boiling Spring Lakes, Brunswick County, North Carolina, known as 3481 George II Hwy, as more particularly described in a Deed of Dedication in favor of Brunswick County of even date herewith.

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

All water and sewer lines located on 9.87 AC Boiling Spring Lakes with an address of 3481 George II Highway and a Parcel # 173AB00602 as shown on the engineered plans prepared by Norris and Tunstall Consulting Engineers.

3. All the work when 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

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer(s),
this 25th day of February, 2020.

Shiloh Holdings LLC

By: Candice O. Alexander

Candice O. Alexander, Manager

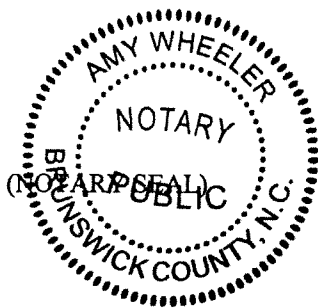
STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

Signed and sworn to before me, this day by Candice O. Alexander, Manager

(Name of Principal)

Date: 2/25/2020



Amy Wheeler

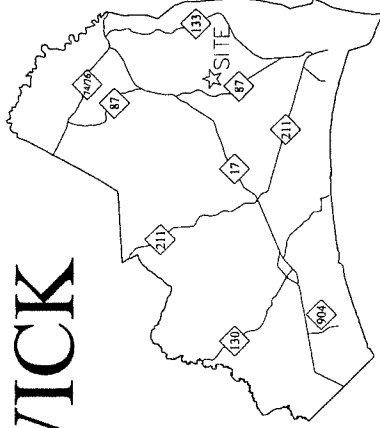
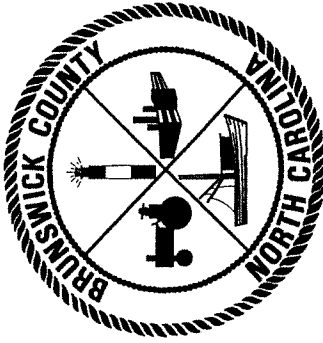
(Signature of Notary Public)

Amy Wheeler

Printed or Typed Name of Notary Public

My Commission Expires
May 7, 2023

A hand-drawn map showing a street intersection. The streets are labeled "1000 N. 100", "1000 N. 101", "1000 N. 102", and "1000 N. 103". A star is drawn in the intersection, and the word "SITE" is written next to it.



VICINITY MAP
(Not to Scale)

BOILING SPRING LAKES COMMERCIAL TRACT

- Nathan Sanders
- Dominion Land Corporation
- P.O. Box 3187
- Wilmington, NC 28406

AS-BUILT DRAWING DATE: 02/19/20

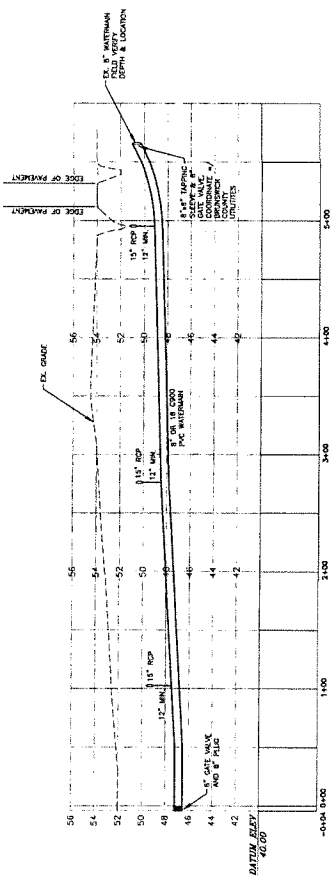
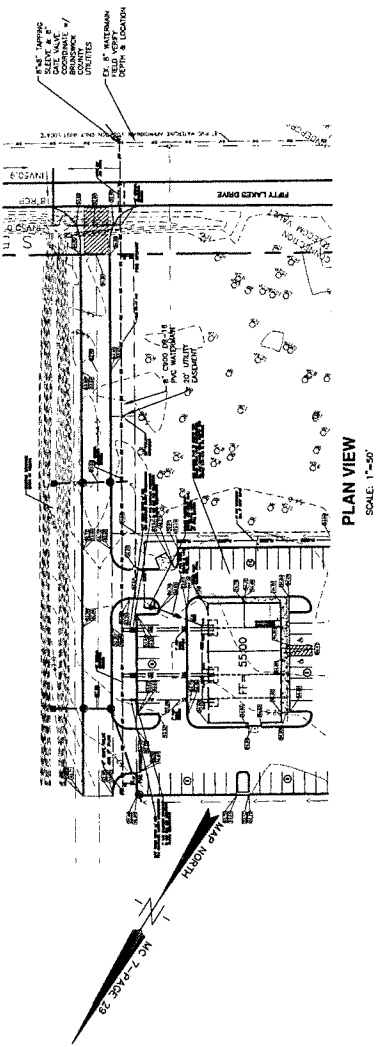
DESIGNER
PHIL NORRIS
NORRIS & TUNSTALL CONSULTING ENGINEERS, P.C.
1900 EASTWOOD RD., SUITE #11
WILMINGTON, NC 28403
PHONE: 910-343-9653
FAX: 910-343-9604
EMAIL: PNORRIS@NTENGINEERS.COM

INSTALL 546 LF OF 8" C900 PVC WATERMAIN TO CONNECT TO EXISTING 8" WATERMAIN ALONG FIFTY LAKES DR. INSTALL DUPLEX PUMP STATION AND 255 LF OF 2" SSFM TO CONNECT TO EXISTING 6" SSFM ALONG NC HWY 87. (PERMITTED UNDER W00035898)

"ENGINEER'S CERTIFICATION OF COMPLIANCE WITH BRUNSWICK COUNTY SPECIFICATIONS AND DETAILS" I hereby certify that the plans, details, and associated project specifications comply with the latest version, as of this date, of Brunswick County's Standard Specifications and Standard Details per standard engineering practice. Furthermore, I confirm my understanding that reviews and approvals by Brunswick County personnel do not imply that Brunswick County personnel have reviewed and are in agreement with every portion of the plans and specifications that I have submitted. I understand that Brunswick County reviews and approvals are meant to ensure that the overall plans are in general compliance with County objectives. I understand that it is my full responsibility to ensure that plans and specifications are in full compliance with applicable County, State, Federal, and other municipal requirements. Additionally, I understand that the County will not assume operation, maintenance, or ownership of constructed facilities that do not meet County requirements and the County may refuse to issue permits at facilities that the County deems are non-compliant with County Specifications. I also confirm my understanding that County Inspections are for the sole use of the County and I certify that I will not use, or direct others to use, County Inspections for State compliance purposes or any other purpose."

[illegible]

SYMBOL	DATE	REVISIONS
BT		



AS-BUILT DRAWING DATE: 02/19/20

THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION PROVIDED BY THE OWNER. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE INFORMATION PROVIDED BY THE OWNER. THE ENGINEER HAS CONDUCTED A VISUAL CHECK OF THE INFORMATION PROVIDED BY THE OWNER AND HAS INCORPORATED IT INTO THIS DOCUMENT AS A RESULT.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

From:
Bob Shaver, County Attorney

Action Item # V. - 7.

County Attorney - Authorize County Attorney to file suit for
County in Sheriff / ALE nuisance cases

Issue/Action Requested:

Authorize the County Attorney, in consultation and coordination with the Sheriff's Office and the Alcohol Law Enforcement Division of the Department of Public Safety, to file civil actions in the name of the County to abate nuisances defined in North Carolina General Statutes Chapter 19, Article 1.

Background/Purpose of Request:

Chapter 19, Article 1 of the General Statutes describes specific public nuisances which may be investigated by the Sheriff and the State Alcohol and Law Enforcement Division. For example, such nuisances include the use of a building for the illegal possession and sale of controlled substances, or for prostitution or gambling. Civil abatement actions may be brought in the name of the County without the requirement of posting bond with the Court.

The County Attorney requests approval to file such actions in coordination with the Sheriff's Office in the name of the County.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the County Attorney, in consultation and coordination with the Sheriff's Office and the Alcohol Law Enforcement Division of the Department of Public Safety, to file civil actions in the name of the County to abate nuisances defined in North Carolina General Statutes Chapter 19, Article 1.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # V. - 8.

From:

Bryan Batton

County Attorney - Retreat at OIB, Section 2, Ph. 2

Issue/Action Requested:

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

Background/Purpose of Request:

Bill Clark Homes of Wilmington, LLC has submitted a Deed of Dedication for water and sewer infrastructure in The Retreat at Ocean Isle Beach, Section 2, Phase 2. The lines have been tested and approved and are ready to be incorporated into our utility system.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

\$ 27,440.50 for water

\$ 11,994.00 for sewer

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Accept the Deed of Dedication for water and sewer infrastructure from Bill Clark Homes of Wilmington, LLC

County Manager's Recommendation:

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

ATTACHMENTS:

Description

- ☐ Retreat at OIB, Section 2, Ph 2 DOD

Prepared by: Stephen R. Outten, Esq.
Bailey & Busby, PLLC – Wilmington Office
7110 Wrightsville Ave., Suite A-1
Wilmington, NC 28403

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the ____ day of February, 2020, by and between BILL CLARK HOMES OF WILMINGTON, LLC, a North Carolina Limited Liability Company, with an office and place of business in New Hanover County, and whose address is 127 Racine Drive, Suite 201, Wilmington, North Carolina 28403, party of the first part, hereinafter referred to as “Developer”, and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, whose address is P.O. Box 249, Bolivia, NC 28422, party of the second part, hereinafter referred to as “Grantee”,

W I T N E S S E T H:

That whereas Developer is the owner and developer of a tract or parcel located in Brunswick County, North Carolina, known The Retreat at Ocean Isle Beach, Phase 2 – Section 2 as described on a plat recorded in Map Cabinet 115 at pages 56 - 57, (hereinafter collectively “the Development”);

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

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

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

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

ITEM ONE

All of the water distribution lines and sewer collection lines and equipment located under, along and within the property described as THE RETREAT AT OCEAN ISLE BEACH PHASE 2 – SECTION 2, as the same appears on a plat thereof recorded in Map Cabinet 115 at page 56 - 57 of the Brunswick County Registry and as shown on the Exhibit Map prepared by Atlantic Coast Survey dated 8/13/19 attached hereto and marked "Exhibit A".

ITEM TWO

Non-exclusive easements over, along and upon the entire area of all streets, roads, parking areas and cul-de-sacs depicted on the plats and serving the areas referenced in Item One above, for purposes of entry into the Development for maintenance, repair and upkeep of the water distribution and sewer collection systems and for connecting the same to the Development lots developed or to be developed lying adjacent to said streets, roads, parking areas and cul-de-sacs. Reserving unto Developer, its successors and assigns, equal rights of easement and access over, in, along and upon said streets, roads, parking areas and cul-de-sacs for purposes of installing and maintaining such other utilities as may be required for the development of the Development, including but not limited to, electric, gas, telephone, cable, and sewer.

TO HAVE AND TO HOLD said water and sewer lines and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever, together with non-exclusive easements over along and upon the entire area of the streets and cul-de-sacs depicted on the maps and servicing the areas referenced above for purposes of entry into the subdivision for maintenance, repair and upkeep of the water (and/or sewer) distribution systems and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs reserving unto Developer, its successors and assigns, equal rights of

easement and easement over, in, along and upon said streets and cul-de-sacs for purposes of installing and maintaining such utilities as may be required for the development of said subdivision, including, but not limited to, electric, gas, telephone, cable and sewer.

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

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

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

Bill Clark Homes of Wilmington, LLC

By:  (SEAL)
Edward H. Clark, Manager

By:  (SEAL)
Cheryl Blanton, Manager

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

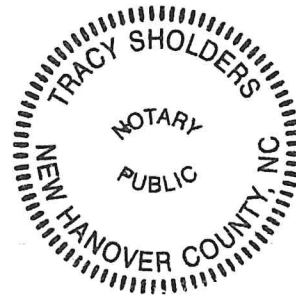
I, Tracy Sholders, a Notary Public of New Hanover County, North Carolina, do hereby certify that Edward H. Clark and Cheryl Blanton personally appeared before me this day and acknowledged that they are managers of **Bill Clark Homes of Wilmington, LLC**, a North Carolina limited liability company, and being authorized to do so, as Managers of the limited liability company, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and official seal on this date shown.

Tracy Sholders
Notary Public

Date: February 26, 2020

My Commission Expires: August 16, 2020



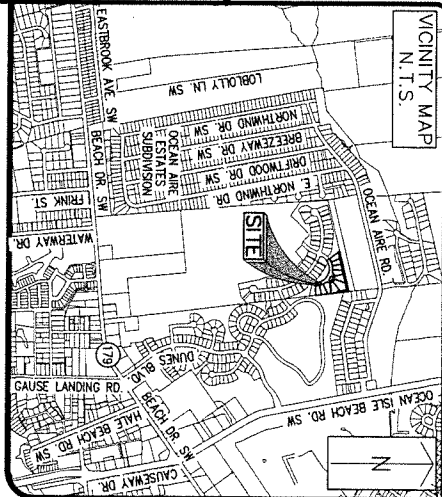
ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for Bill Clark Homes of Wilmington, LLC was accepted by the Brunswick County Board of Commissioners on the _____ day of _____, 2020.

Brunswick County Board of Commissioners

Frank Williams, Chairman

Andrea White
Clerk to the Board



- GENERAL NOTES:**
- THIS IS A MASTER SUBDIVISION PLAT DEPICTING PHASE 2, SECTION 2, IN AT THE RETREAT AT OCEAN ISLE BEACH.
 - BASIS OF REBASIS FOR THIS PLAT IS MAP CABINET 111, PAGE 46 (MC 080 AND 83 200).
 - ALL DISTANCES ARE HORIZONTAL, GROUND DISTANCES UNLESS OTHERWISE NOTED.
 - UNITS ARE U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
 - AREA BY COORDINATE GEOMETRY.
 - THE SURVEY PERFORMED AND PLAT PREPARED WITHOUT BENEFIT OF A TITLE REPORT. THIS SURVEY SUBJECT TO ANY FACTS AND CIRCUMSTANCES WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
 - FLOOD NOTE: AS DETERMINED BY GRAPHIC FLOODING, THE PLATTED AREA APPEARS TO BE LOCATED IN FLOOD HAZARD ZONE "X" (ANNUAL FLOOD 100%) PER FEMA FLOOD INSURANCE RATE MAP 470500500 K, EFFECTIVE DATE AUGUST 28, 2018.
 - ATTACHED COUNTY PARCELS PARADISE 04.
 - MAP A REED REFERENCES SHOWN PER BRUNSWICK COUNTY REGISTRY.
 - SITE IS CURRENTLY ZONED "70-20" MULTI-FAMILY RESIDENTIAL.
 - TOTAL PLATTED SITE AREA: 18,004 SQUARE FEET OR 4.20 ACRES.

SYMBOL LEGEND:

○ REAR FENCE TO BE SET (PROPERTY CORNER)

● EXISTING IRON REBAR

LINE TYPE LEGEND:

— BOUNDARY PROPERTY LINE

--- LINES NOT SURVEYED (ADJACENTS)

--- RIGHT-OF-WAY

--- CENTER LINE OF ROAD

--- WETLAND AREA

ABBREVIATIONS:

M.B. MAP BOOK

P.C. PLAT

S.F. SQUARE FEET

A.C. ACRES

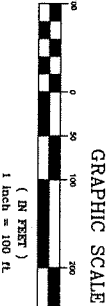
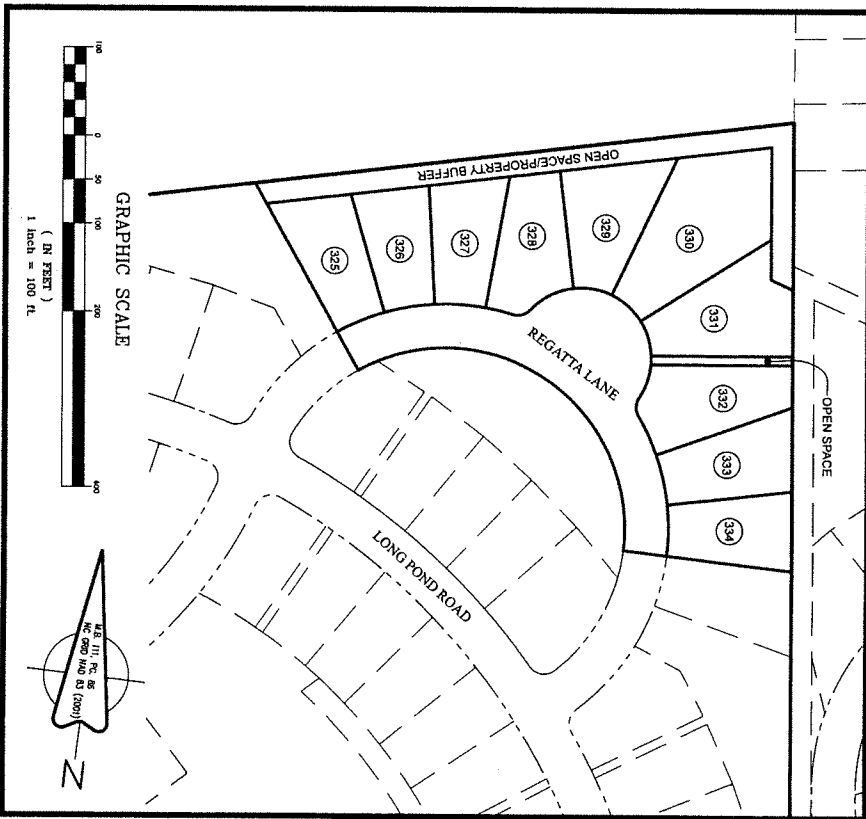
CERTIFICATE OF ACCURACY & MAPPING

I, THE UNDERSIGNED, CERTIFY THAT THIS SURVEY WAS OBTAINED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3772, PAGE 14, OF THE PUBLIC RECORDS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA, AND THAT THE INFORMATION AS SHOWN HEREON WAS OBTAINED FROM THE ACTUAL SURVEY MADE UNDER MY SUPERVISION, THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESSES MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 12th DAY OF AUGUST, A.D. 2019.

G.S. 47-30 (1), (11), (12)

I HEREBY CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OF BRUNSWICK, NORTH CAROLINA, THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WILLIAM O. MCCLINT III - PROFESSIONAL LAND SURVEYOR (LC-3518)



CERTIFICATE OF NOTARY PUBLIC

I, Tracy Strobes, of the County and State of North Carolina, a Notary Public, do hereby certify that I am a Notary Public in and for the State of North Carolina, my commission expires on August 16, 2020.

WITNESSED BY ME AND MY NOTARY SEAL THIS 12 DAY OF August, 2019.

CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS

I HEREBY CERTIFY THAT THE DESIGN AND INSTALLATION OF STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN DESIGNED BY THE DESIGN ENGINEER, THAT THE STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE DESIGN STANDARDS AND SPECIFICATIONS OF THE BRUNSWICK COUNTY ENGINEERING DEPARTMENT, AND THAT THE DESIGN AND INSTALLATION OF STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE DESIGN STANDARDS AND SPECIFICATIONS OF THE BRUNSWICK COUNTY ENGINEERING DEPARTMENT.

DATE: 8-13-19

DESIGNER: Atlantic Coast Survey, PLLC

BRUNSWICK COUNTY ENGINEERING DIRECTOR

DATE: 8/13/19

DESIGNER: Atlantic Coast Survey, PLLC

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT (A PORTION OF PLANNED UNIT DEVELOPMENT) SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE PLANNED UNIT DEVELOPMENT REGULATIONS OF THE TOWN OF OCEAN ISLE BEACH, NORTH CAROLINA, AND THAT THIS PLAT HAS BEEN APPROVED BY THE REGISTER OF DEEDS OF BRUNSWICK COUNTY.

DATE: 8-13-19

REGISTER OF DEEDS: Shirley A. Hester

CERTIFICATE OF REVIEW OFFICER

I, Janet Dickerson, REVIEW OFFICER OF BRUNSWICK COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: 8/13/19

REVIEW OFFICER: Janet Dickerson

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, Gregory B. Bland, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE JURISDICTION OF THE TOWN OF OCEAN ISLE BEACH AND THAT I HEREBY ADVERTISE THIS PLAT OF A PLANNED UNIT DEVELOPMENT AND SUBDIVISION OF LAND WITH MY FREE AND VOLUNTARY CONSENT AND WITHOUT RESERVE OF ANY RIGHT OR INTEREST IN THE PROPERTY SHOWN AND DESCRIBED HEREON, AND THAT I HEREBY DEDICATE ALL RIGHTS OR INTERESTS IN THE PROPERTY SHOWN AND DESCRIBED HEREON TO THE TOWN OF OCEAN ISLE BEACH, NORTH CAROLINA, FOR THE PURPOSES OF THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION OF LAND WITH MY FREE AND VOLUNTARY CONSENT AND WITHOUT RESERVE OF ANY RIGHT OR INTEREST IN THE PROPERTY SHOWN AND DESCRIBED HEREON.

DATE: 8/13/19

OWNER: Gregory B. Bland

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, Gregory B. Bland, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE JURISDICTION OF THE TOWN OF OCEAN ISLE BEACH AND THAT I HEREBY ADVERTISE THIS PLAT OF A PLANNED UNIT DEVELOPMENT AND SUBDIVISION OF LAND WITH MY FREE AND VOLUNTARY CONSENT AND WITHOUT RESERVE OF ANY RIGHT OR INTEREST IN THE PROPERTY SHOWN AND DESCRIBED HEREON, AND THAT I HEREBY DEDICATE ALL RIGHTS OR INTERESTS IN THE PROPERTY SHOWN AND DESCRIBED HEREON TO THE TOWN OF OCEAN ISLE BEACH, NORTH CAROLINA, FOR THE PURPOSES OF THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION OF LAND WITH MY FREE AND VOLUNTARY CONSENT AND WITHOUT RESERVE OF ANY RIGHT OR INTEREST IN THE PROPERTY SHOWN AND DESCRIBED HEREON.

DATE: 8/13/19

OWNER: Gregory B. Bland

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, Gregory B. Bland, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE JURISDICTION OF THE TOWN OF OCEAN ISLE BEACH AND THAT I HEREBY ADVERTISE THIS PLAT OF A PLANNED UNIT DEVELOPMENT AND SUBDIVISION OF LAND WITH MY FREE AND VOLUNTARY CONSENT AND WITHOUT RESERVE OF ANY RIGHT OR INTEREST IN THE PROPERTY SHOWN AND DESCRIBED HEREON, AND THAT I HEREBY DEDICATE ALL RIGHTS OR INTERESTS IN THE PROPERTY SHOWN AND DESCRIBED HEREON TO THE TOWN OF OCEAN ISLE BEACH, NORTH CAROLINA, FOR THE PURPOSES OF THE PLANNED UNIT DEVELOPMENT AND SUBDIVISION OF LAND WITH MY FREE AND VOLUNTARY CONSENT AND WITHOUT RESERVE OF ANY RIGHT OR INTEREST IN THE PROPERTY SHOWN AND DESCRIBED HEREON.

DATE: 8/13/19

OWNER: Gregory B. Bland

BUILDING SETBACKS

FRONT: 20'

SIDE: 6'

REAR: 15'

PER TOWN OF OCEAN ISLE BEACH, NORTH CAROLINA, USE PLAT.

PREPARED FOR:

BILL CLARK HOMES

127 ROCK DR #201

WILMINGTON, NC 28403

PH: 910-350-1744

THE RETREAT AT OCEAN ISLE BEACH

PHASE 2 - SECTION 2

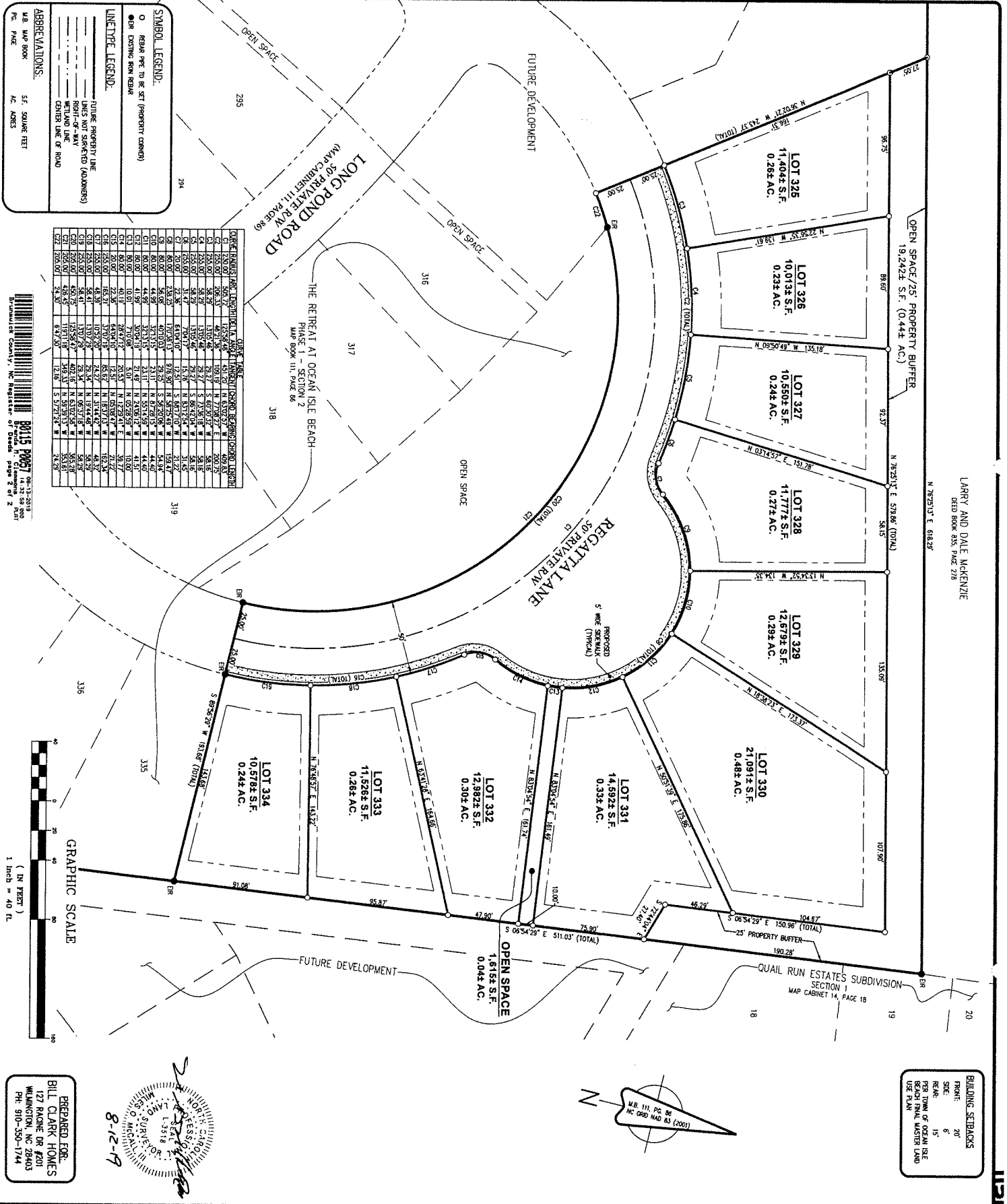
LOTS 325-334

FINAL MASTER LAND USE PLAN

ATLANTIC COAST SURVEY, PLLC

LICENSE P-0822

PO Box 12588, Wilmington, NC 28405
(910) 292-4889 www.atlanticcoastsurvey.com



LARRY AND DALE MCKENZIE
 DEED BOOK 855, PAGE 278

BUILDING SETBACKS
 FRONT: 30'
 SIDE: 5'
 REAR: 15'
 PER TOWN OF OCEAN ISLE
 BEACH FINAL MASTER LAND
 USE PLAN

THE RETREAT AT OCEAN ISLE BEACH
 PHASE 2 - SECTION 2
 LOTS 325-334
 FINAL MASTER LAND USE PLAN

ATLANTIC COAST SURVEY, PLLC
 LICENSE P-0822
 PO Box 12588, Wilmington, NC 28405
 (910) 292-4889 www.atlanticcoastsurvey.com

NO.	DATE	DESCRIPTION	BY
1	9/12/19	SCALE 1" = 40'	
2	8/13/19	CHANGED: M.S.	
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STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF BRUNSWICK

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

1. That it is the owner of certain property located in Shallotte Township, Brunswick County, North Carolina, known as THE RETREAT AT OCEAN ISLE BEACH PHASE 2 – SECTION 2, as more particularly described in Deed of Dedication in favor of Brunswick County of even date herewith.

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

BEING all of THE RETREAT AT OCEAN ISLE BEACH PHASE 2 – SECTION 2, as the same appears on a plat thereof recorded in Map Cabinet 115 at pages 56 - 57 of the Brunswick County Registry.

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

This the _____ day of February, 2020.

Bill Clark Homes of Wilmington, LLC

By: [Signature] (SEAL)
Edward H. Clark, Manager

By: [Signature] (SEAL)
Cheryl Blanton, Manager

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Tracy Sholders, a Notary Public of New Hanover County, North Carolina, do hereby certify that Edward H. Clark and Cheryl Blanton personally appeared before me this day and acknowledged that they are managers of **Bill Clark Homes of Wilmington, LLC**, a North Carolina limited liability company, and being authorized to do so, as Managers of the limited liability company, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and official seal on this date shown.

[Signature]
Notary Public

Date: February 26, 2020

My Commission Expires: August 16, 2020





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # V. - 9.

From:

Bryan Batton

County Attorney - Retreat at OIB, Section 2, Ph. 3 DOD

Issue/Action Requested:

Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure for The Retreat at Ocean Isle Beach, Section 2, Phase 3.

Background/Purpose of Request:

Bill Clark Homes of Wilmington, LLC has submitted a Deed of Dedication for water and sewer infrastructure in The Retreat at Ocean Isle Beach, Section 2, Phase 3. 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

\$ 27,440.50 for water

\$ 11,994.00 for sewer

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Accept the Deed of Dedication for water and sewer infrastructure from Bill Clark Homes of Wilmington, LLC.

County Manager's Recommendation:

Recommend that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure for The Retreat at Ocean Isle Beach, Section 2, Phase 3.

ATTACHMENTS:

Description

- The Retreat at OIB, Section 2, Ph. 3 DOD

Prepared by: Stephen R. Outten, Esq.
Bailey & Busby, PLLC – Wilmington Office
7110 Wrightsville Ave., Suite A-1
Wilmington, NC 28403

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the ____ day of February, 2020, by and between BILL CLARK HOMES OF WILMINGTON, LLC, a North Carolina Limited Liability Company, with an office and place of business in New Hanover County, and whose address is 127 Racine Drive, Suite 201, Wilmington, North Carolina 28403, party of the first part, hereinafter referred to as “Developer”, and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, whose address is P.O. Box 249, Bolivia, NC 28422, party of the second part, hereinafter referred to as “Grantee”,

W I T N E S S E T H:

That whereas Developer is the owner and developer of a tract or parcel located in Brunswick County, North Carolina, known The Retreat at Ocean Isle Beach, Phase 3 – Section 2 as described on a plat recorded in Map Cabinet 115 at pages 58 - 60, (hereinafter collectively “the Development”);

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

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

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

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

ITEM ONE

All of the water distribution lines and sewer collection lines and equipment located under, along and within the property described as THE RETREAT AT OCEAN ISLE BEACH PHASE 3 – SECTION 2, as the same appears on a plat thereof recorded in Map Cabinet 115 at page 58 - 60 of the Brunswick County Registry and as shown on the Exhibit Map prepared by Atlantic Coast Survey dated 8/12/19 attached hereto and marked "Exhibit A".

ITEM TWO

Non-exclusive easements over, along and upon the entire area of all streets, roads, parking areas and cul-de-sacs depicted on the plats and serving the areas referenced in Item One above, for purposes of entry into the Development for maintenance, repair and upkeep of the water distribution and sewer collection systems and for connecting the same to the Development lots developed or to be developed lying adjacent to said streets, roads, parking areas and cul-de-sacs. Reserving unto Developer, its successors and assigns, equal rights of easement and access over, in, along and upon said streets, roads, parking areas and cul-de-sacs for purposes of installing and maintaining such other utilities as may be required for the development of the Development, including but not limited to, electric, gas, telephone, cable, and sewer.

TO HAVE AND TO HOLD said water and sewer lines and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever, together with non-exclusive easements over along and upon the entire area of the streets and cul-de-sacs depicted on the maps and servicing the areas referenced above for purposes of entry into the subdivision for maintenance, repair and upkeep of the water (and/or sewer) distribution systems and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs reserving unto Developer, its successors and assigns, equal rights of

easement and easement over, in, along and upon said streets and cul-de-sacs for purposes of installing and maintaining such utilities as may be required for the development of said subdivision, including, but not limited to, electric, gas, telephone, cable and sewer.


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

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

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

Bill Clark Homes of Wilmington, LLC

By:  (SEAL)
Edward H. Clark, Manager

By:  (SEAL)
Cheryl Blanton, Manager

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

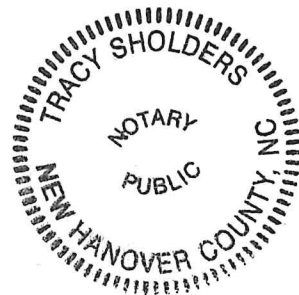
I, Tracy Sholders, a Notary Public of New Hanover County, North Carolina, do hereby certify that Edward H. Clark and Cheryl Blanton personally appeared before me this day and acknowledged that they are managers of **Bill Clark Homes of Wilmington, LLC**, a North Carolina limited liability company, and being authorized to do so, as Managers of the limited liability company, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and official seal on this date shown.

Tracy Sholders
Notary Public

Date: February 21st 2020

My Commission Expires: August 16, 2020



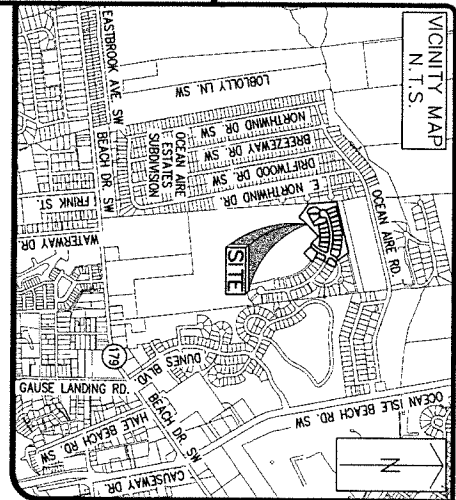
ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for Bill Clark Homes of Wilmington, LLC was accepted by the Brunswick County Board of Commissioners on the _____ day of _____, 2020.

Brunswick County Board of Commissioners

Frank Williams, Chairman

Andrea White
Clerk to the Board



GENERAL NOTES

1. THIS IS A MAJOR SUBDIVISION PLAT DEPICTING PHASE 3 IN SECTION 2 AT THE RETREAT AT OCEAN ISLE BEACH.
2. BASE OF RECORDS FOR THIS PLAT IS MAP CDSHEET 111, PAGE 86 NC (80D AND 83 2011).
3. ALL DISTANCES ARE HORIZONTAL, GROUND DISTANCES UNLESS OTHERWISE NOTED.
4. UNITS ARE U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
5. AREA BY COORDINATE EQUATION.
6. THIS SURVEY PERFORMED AND PLAT PREPARED WITHOUT BENEFIT OF A TITLE REPORT. THIS SURVEY SUBJECT TO ANY FACTS AND EXISTING RIGHTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
7. FLOOD NOTE: AS DETERMINED BY GRAPHIC FLOODING, THE PLATTED AREA APPEARS TO BE LOCATED IN FLOOD HAZARD ZONE "X" (UNLAWFUL FLOOD RISK) PER FEMA FLOOD INSURANCE RATE MAP #200605004K, EFFECTIVE DATE AUGUST 28, 2018.
8. AFFECTED COUNTY PARCELS #1430004.
9. MAP & DEED REFERENCES SHOWN PER BRUNSWICK COUNTY RECORDS.
10. SITE IS CURRENTLY ZONED "R-3" MULTI-FAMILY RESIDENTIAL.
11. TOTAL PLATTED SITE AREA: 469,423 SQUARE FEET OR 10.57 ACRES.

SYMBOL LEGEND

EXISTING ROAD AND
OCEAN ISLE BEACH
TO BE SET (PROPERTY CORNER)
X CORNER POINT

LINE TYPE LEGEND

NEW PROPERTY LINE
EXISTING PROPERTY LINE
WETLAND LINE
CENTER LINE OF ROAD

ABBREVIATIONS

AC, MAP CORNER
SF, SQUARE FEET
FS, FEET
OS, OPEN SPACE

CERTIFICATE OF ACCURACY & MAPPING

I, THE UNDERSIGNED, CERTIFY THAT THIS SURVEY WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3772, PAGE 443, ETC.) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BOUND FROM INFORMATION AS SHOWN HEREON. THAT THE PLAT OF THIS SURVEY IS A TRUE AND ACCURATE REPRESENTATION OF THE ACTUAL SURVEY AND ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESSES MY PERSONAL SIGNATURE, LICENSE NUMBER AND SEAL, THIS 12TH DAY OF AUGUST, A.D. 2019.

G.S. 47-30 (1) (1) (a)

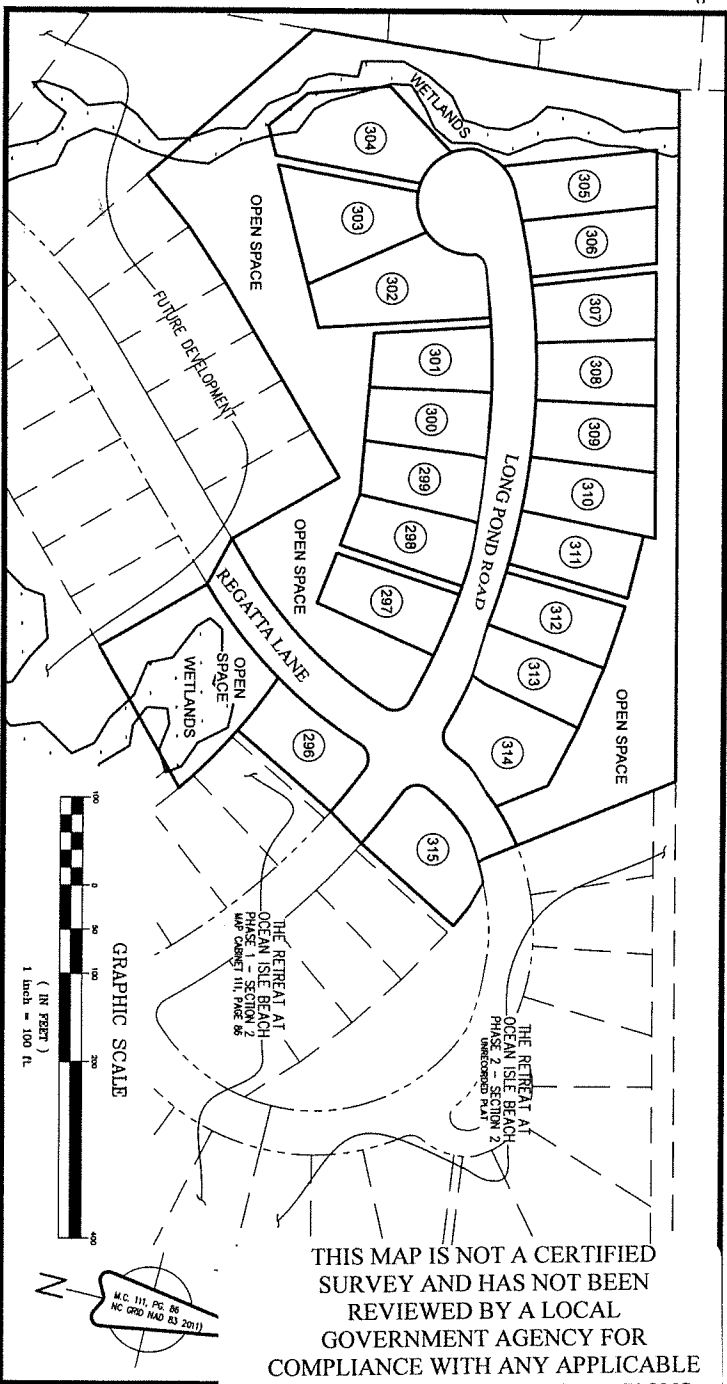
I HEREBY CERTIFY THAT THIS SURVEY DEPICTS A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES THE PLAT OF LAND.

WILES O. MCALL III - PROFESSIONAL LAND SURVEYOR (L-3518)

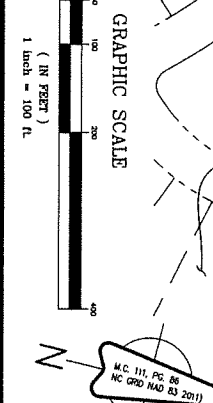
BRUNSWICK COUNTY ENGINEERING DIRECTOR
DATE 8/13/19
DATE 8/13/19

CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS
DATE 8/13/19

CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS
DATE 8/13/19



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



CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT (A PORTION OF PLANNED UNIT DEVELOPMENT) SHOWN HEREON HAS BEEN REVIEWED BY THE PLANNED UNIT DEVELOPMENT REGULATIONS OF THE TOWN OF OCEAN ISLE BEACH, NORTH CAROLINA, AND THAT THE PLAT IS IN ACCORDANCE WITH THE STATUTORY REQUIREMENTS FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF BRUNSWICK COUNTY.

WILES O. MCALL III

DATE 8/13/19

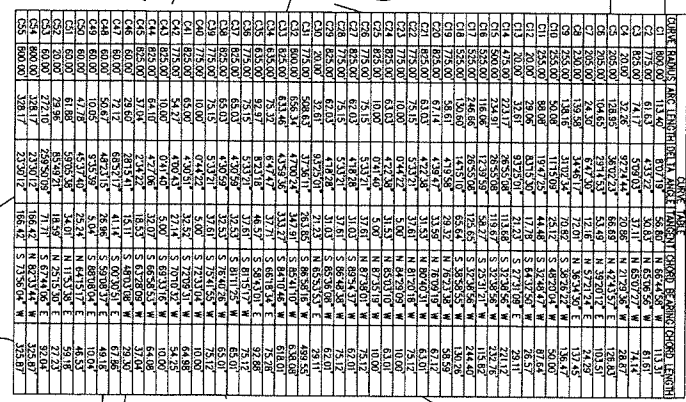
REGISTER OF DEEDS

BY	DATE	DESCRIPTION
1	8/13/19	PLAT
2		
3		

THE RETREAT AT OCEAN ISLE BEACH
PHASE 3 - SECTION 2
LOTS 296-315
BRUNSWICK COUNTY
NORTH CAROLINA
FINAL MASTER LAND USE PLAN

ATLANTIC COAST SURVEY, PLLC
LICENSE P-0822
PO Box 12588, Wilmington, NC 28405
(910) 292-4889 www.atlanticcoastsurvey.com

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ATLANTIC COAST SURVEY, PLLC
 LICENSE P-0822
 PO Box 12588, Wilmington, NC 28405
 (910) 292-4889 www.atlanticcoastsurvey.com

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STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF BRUNSWICK

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

1. That it is the owner of certain property located in Shallotte Township, Brunswick County, North Carolina, known as THE RETREAT AT OCEAN ISLE BEACH PHASE 3 – SECTION 2, as more particularly described in Deed of Dedication in favor of Brunswick County of even date herewith.

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

BEING all of THE RETREAT AT OCEAN ISLE BEACH PHASE 3 – SECTION 2, as the same appears on a plat thereof recorded in Map Cabinet 115 at pages 58 - 60 of the Brunswick County Registry.

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

This the _____ day of February, 2020.

Bill Clark Homes of Wilmington, LLC

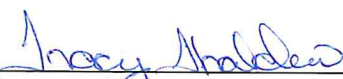
By:  (SEAL)
Edward H. Clark, Manager

By:  (SEAL)
Cheryl Blanton, Manager

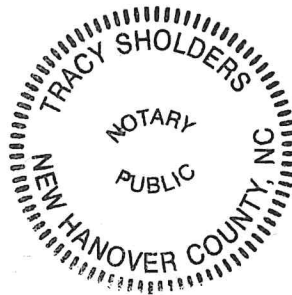
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Tracy Sholders, a Notary Public of New Hanover County, North Carolina, do hereby certify that Edward H. Clark and Cheryl Blanton personally appeared before me this day and acknowledged that they are managers of **Bill Clark Homes of Wilmington, LLC**, a North Carolina limited liability company, and being authorized to do so, as Managers of the limited liability company, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and official seal on this date shown.

 Date: February 26, 2020
Notary Public

My Commission Expires: August 16, 2020





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # V. - 10.

From: County Attorney - Termination Agreement for Natural Gas Pipeline
Bryan Batton, Asst. County Attorney

Issue/Action Requested:

To terminate the 1991 Natural Gas Pipeline Agreement pursuant to the request of Piedmont Natural Gas.

Background/Purpose of Request:

On May 22, 1991, a Pipeline Operating Agreement was entered into between Piedmont Natural Gas and the County wherein the County would construct a natural gas pipeline and Piedmont Natural Gas would provide service to the Leland Industrial Park.

Piedmont Natural Gas now serves customers at the Park through a newly constructed pipeline which eliminates the need for the natural gas pipeline constructed in 1991.

Piedmont Natural Gas would like to move all users to the newly constructed pipeline. In order to do so, the current agreement between the parties needs to be terminated. A termination agreement is attached for your consideration.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

To terminate the 1991 Natural Gas Pipeline Agreement pursuant to the request of Piedmont Natural Gas.

County Manager's Recommendation:

Recommend the Board terminate the 1991 Natural Gas Pipeline Agreement pursuant to the request of Piedmont Natural Gas.

ATTACHMENTS:

Description

- ☐ Termination of Pipeline Agreement

Termination of Pipeline Operating Agreement

This Termination of Pipeline Operating Agreement ("Termination Agreement") is made and entered into this the 1st day of April, 2020 ("Effective Date"), by and between **Piedmont Natural Gas Company, Inc.**, a North Carolina corporation, as successor to North Carolina Natural Gas Corporation, herein referred to as "**Company**", and **Brunswick County**, herein referred to as "**County**".

WHEREAS, on May 22, 1991, a Pipeline Operating Agreement (hereafter referred to as the "Operating Agreement") was entered into between Company and County for the general purpose of Company operating a natural gas line and appurtenant facilities (the "Line") serving the Leland Industrial Park (the "Park"), as set forth in the Operating Agreement in more detail.

WHEREAS, Company now serves customers at the Park through a newly constructed pipeline, thereby eliminating the need for the Line governed by the Operating Agreement.

WHEREAS Company has or will in the near future disconnect the Line from Company's transmission system.

WHEREAS, the parties now desire to terminate the Operating Agreement and all obligations of either party thereunder.

NOW, THEREFORE, in consideration of \$10.00 paid by Company and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Operating Agreement is canceled and terminated by mutual consent as of the Effective Date and shall be of no further force and effect.

The parties do hereby agree that, subject to the other terms and conditions of this Termination Agreement, and effective as of the Effective Date, the Operating Agreement shall terminate and all ongoing obligations of the parties under such Operating Agreement shall cease. Each party does hereby release and forever discharge the other party, its affiliates, successors, officers, directors, employees, and agents from any and all obligations, duties, and responsibilities set forth in the Operating Agreement as of the Effective Date, and all rights and duties in the Line shall revert back to County as owner of the Line as of the Effective Date. Notwithstanding the foregoing, any obligations of the parties under the Operating Agreement that accrue prior to the Effective Date of this Termination Agreement shall remain in effect and be fully binding upon and enforceable by the parties.

This Termination Agreement is the full and complete agreement between the parties and supersedes and replaces all prior agreements, oral and written between the parties with respect to the subject matter hereof. In the event of any conflict or inconsistency between the Operating Agreement and this Termination Agreement, the terms and conditions of this Termination Agreement shall prevail.

This Termination Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

Each party acknowledges and agrees that it and its counsel have reviewed and revised this Termination Agreement and that the normal rule of construction to the effect that any ambiguities are to be construed against the drafting Party will not be used in the interpretation of this Termination Agreement.

This Termination Agreement is governed by, and shall be interpreted and construed under the substantive laws of the State of North Carolina, without regard to the conflicts of laws or choice of law provisions thereof.

This Termination Agreement may be executed in multiple counterparts, including by facsimile signature, each of which, when so executed, are deemed to be an original but all of which constitute but one and the same instrument

[SIGNATURES ON NEXT PAGE]

In witness whereof, the parties intending to be legally bound hereby, have duly executed this Agreement as of the Effective Date.

Piedmont Natural Gas Company, Inc. (Company) (as successor to North Carolina Natural Gas Company)

By

Title

Brunswick County (County):

By

Title



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

From:
Edward Conrow

Action Item # V. - 11.

Emergency Services - Sunny Point (MOTSU) Mutual Aid Agreement

Issue/Action Requested:

Request that the Board of Commissioners approve a mutual aid agreement between Sunny Point Military Ocean Terminal and Brunswick County.

Background/Purpose of Request:

This agreement secures for each benefits of mutual aid in Fire Prevention, Emergency Rescue, Hazardous Materials, Chemical Biological Radiological Nuclear Environment, Weapons of Mass Destruction, the protection of life and property from fire and firefighting.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Reviewed and approved.

County Manager's Recommendation:

Recommend that the Board of Commissioners approve a mutual aid agreement between Sunny Point Military Ocean Terminal and Brunswick County.

ATTACHMENTS:

Description

- ☐ Sunny Point Mutual Aid Agreement



DEPARTMENT OF THE ARMY
MILITARY SURFACE DEPLOYMENT AND DISTRIBUTION COMMAND
596th TRANSPORTATION BRIGADE
MILITARY OCEAN TERMINAL, SUNNY POINT
6280 SUNNY POINT ROAD SE
SOUTHPORT, NORTH CAROLINA 28461-7800

MEMORADUM OF MUTUAL AID AGREEMENT
BETWEEN
BRUNSWICK COUNTY
AND
SUNNY POINT FIRE & EMERGENCY SERVICES

SUBJECT: Mutual Aid Agreement

1. Reference: Section 1856a, title 42, United States Code.
2. This agreement, entered on this 31st day of March 2020, between the Secretary of the Army acting according to the authority of Section 1856a, title 42, United States Code, and Brunswick County is to secure for each benefits of mutual aid in Fire Prevention, Emergency Rescue, Hazardous Materials (Haz-Mat), Chemical Biological Radiological Nuclear Environmental (CBRNE), Weapons Of Mass Destruction (WMD), the protection of life and property from fire and firefighting.
3. It is agreed that:
 - a. On request to a representative of the Sunny Point Fire & Emergency Services by a representative of Brunswick County Emergency Management, firefighting equipment, rescue equipment, and personnel of the Sunny Point Fire & Emergency Services will be dispatched, when available, to any point within the area for which Brunswick County normally provides fire, rescue, and emergency services protection as designated by the representative of Brunswick County Emergency Management.
 - b. On request to a representative of Brunswick County Emergency Management by a representative of the Sunny Point Fire & Emergency Services, firefighting equipment, rescue equipment and personnel of Brunswick County Emergency Management will be dispatched, when available, to any point within the fire fighting jurisdiction of the Sunny Point Fire & Emergency Services.
 - c. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.

SUBJECT: Mutual Aid Agreement

d. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

(1) Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by a representative of the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of the official.

(3) A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire and rescue protection.

(4) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which Brunswick County Emergency Management normally provides services and protection, the Chief of the Sunny Point Fire & Emergency Services, or his or her representative, may assume full command on arrival at the scene of the crash.

e. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this agreement except those claims authorized under US Code 15 - Section 2210.

f. The chief fire officers and personnel of the fire departments of both parties pursuant to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

g. The technical heads of the Fire, EMS, and Emergency Management Departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operations necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

h. All equipment used by Brunswick County in carrying out this agreement will be owned by Brunswick County and all personnel acting for Brunswick County pursuant to this agreement will be an employee or volunteer of Brunswick County.

SUBJECT: Mutual Aid Agreement

i. This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the party hereto or by written notice by one party to the other party, giving thirty (30) days notice of said cancellation.

4. Effective date: March 31, 2020

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

Frank Williams, Chairman

[SEAL]

Date

FOR THE SECRETARY OF THE ARMY

HEATHER J. CARLISLE
Colonel, U.S. Army
Commanding

Date

APPROVED AS TO FORM

Bryan W. Batton, Asst. County Attorney
Brunswick County, NC



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # V. - 12.

From: Engineering - Courthouse Parking Lot Final Adjusting Change
Brigit Flora, PE - Stormwater Engineer Order and Contract Closeout

Issue/Action Requested:

Request that the Board of Commissioners approve Change Order #2 - Final Adjusting in the deductive amount of \$16,680 with the adjusted final contract amount of \$869,007.

Background/Purpose of Request:

The Courthouse Parking lot construction is complete and the parking lot is in service.

The original construction contract amount was \$747,000 as awarded on May 6, 2019.

Change Order #1 in the amount of \$138,687 for removal of unsuitable soils found with imported clean select fill for compaction was approved on September 16, 2019.

Change order #2 - Final Adjusting is attached for Board review and approval and adjusts the contract amount as follows:

Contract amount including CO #1:	\$885,687.00
Less: unused contingency:	- 13,380.00
Less: pond baffles not installed:	- 1,800.00
Less: Faircloth 2 skimmer not installed:	- 1,500.00

Final Adjusted Construction Contract Amount:	<u>\$869,007.00</u>
--	---------------------

Staff recommends Board of Commissioners approval of Change Order #2 - Final Adjusting in the deductive amount of (\$16,680) and the Final Construction Contract Cost of \$869,007.00.

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 closes the project and returns \$28,529 to the county capital reserve.

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners approve Change Order #2 - Final Adjusting in the deductive amount of \$16,680 with the adjusted final contract amount of \$869,007.

ATTACHMENTS:

Description

- ▣ Change Order #2 - Final Adjusting
- ▣ 20200316 Budget Amendment Courthouse Parking Lot.pdf
- ▣ 20200316 CPO Courthouse Parking Lot.pdf

FOR BC USE ONLY

<input type="checkbox"/>	OR Owner Request
<input type="checkbox"/>	CR Contractor Request
<input type="checkbox"/>	DR Designer Request
<input type="checkbox"/>	CC Concealed Condition
<input type="checkbox"/>	DE Design Error
<input type="checkbox"/>	DO Design Omission
<input type="checkbox"/>	SC Schedule Change
<input checked="" type="checkbox"/>	OT Other – Final Adj. CO
<input type="checkbox"/>	

- Final Adjusting Change Order to incorporate the return of unused Construction Contingency and to reconcile the actual installed quantities to the bid quantities
- Final Adjusting Change Order to add (7) days to adjusted Contract Time due to weather and asphalt plant closure

CONTRACT COST SUMMARY

(Line 4 shall show the net amount to be added or [deducted] from the **original** Contract amount.)

I certify that my Bonding Company will be notified forthwith that my Contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety.

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

Brunswick County Attorney

DISTRIBUTION: 1 original to Owner 1 original to Contractor

Request Info	
Type	Budget Amendment
Description	Closeout of Courthouse Parking
Justification	Board Meeting 03/16/2020-Close the courthouse parking lot project and transfer the funding to the county capital reserve for use in the courthouse addition and renovation project.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438189	398110	Admin/Courthouse Parking Lot	Trans Frm General Fund	-28529	Decrease	Debit
438189	464002	Admin/Courthouse Parking Lot	Construction	-28529	Decrease	Credit
439801	398110	Interfund Trans Co Cap Reserve	Trans Frm General Fund	28529	Increase	Credit
439801	464204	Interfund Trans Co Cap Reserve	New Courthouse Future Cap Imp	28529	Increase	Debit

Total	
Grand Total:	0

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

**Courthouse Parking Lot
(438189)**

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

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

County Capital Projects Fund:

Revenues:

Miscellaneous Revenues	11,784
Transfer from General Fund	<u>1,135,757</u>
Total County Capital Project Revenues	\$ 1,147,541

Expenditures:

Arch/Eng/Legal	57,581
Construction	<u>1,089,960</u>
Total County Capital Project Expenditures	\$ 1,147,541

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

Current Funds Appropriated	\$ 1,135,757
----------------------------	---------------------

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

Contribution to Capital Project Fund	\$ 1,135,757
--------------------------------------	---------------------

Section 4. This Capital Project Ordinance shall be entered into the minutes of the March 16, 2020 meeting of the Brunswick County Board of Commissioners.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # V. - 13.
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 Additional Wastewater Tap on Supplies

Appropriate \$250,000 of tap and connections revenues for the purchase of additional tap on supplies for connections to the collections system.

-Budget Amendment West Regional Capital and Replacement Funding

Transfer \$922,825 of funding unexpended for the jet aeration project to the West Regional Capital and Replacement Reserve.

-Financial Reports for February 2020 (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://brunswickcountnc.gov/finance/reports>.

Background/Purpose of Request:

Fiscal Impact:

Budget Amendment Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

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

ATTACHMENTS:

Description

- ☐ 20200316 Budget Amendment Wastewater Tap on Supplies
- ☐ 20200316 Budget Amendment West Regional Capital and Replacement
- ☐ 20200316 Budget Amendment West Capital and Replacement Reserve
- ☐ February Monthly Financial Statements.pdf

Request Info	
Type	Budget Amendment
Description	Additional Tap on Supplies
Justification	Board Meeting 03/16/2020-Appropriate \$250,000 of taps and connections revenue for the purchase of associated capital outlay tap on supplies.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
627225	371402	Sewer Construction Division	Taps And Connections	250000	Increase	Credit
627225	459601	Sewer Construction Division	Tap on Supplies	250000	Increase	Debit

Total	
Grand Total:	500000

Request Info	
Type	Budget Amendment
Description	West Regional Cap and Replace
Justification	Board Meeting 03/16/2020-Reduce the West Regional Capital and Replacement funding in the West Regional Wastewater budget \$922,825 for jet aeration project on hold and transfer \$18,825 to the Wastewater Capital Reserve West Regional Capital and Replacement Reserve.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
627320	459000	West Regional Wastewater	Cap Outlay-Improvements	-922825	Decrease	Credit
627320	398444	West Regional Wastewater	Tran From Wstwater Cap Proj	-904000	Decrease	Debit
629800	498044	Interfund Trans Wastewater Fnd	Trans to Wastewater Cap Proj	18825	Increase	Debit

Total	
Grand Total:	-1808000

Request Info	
Type	Budget Amendment
Description	West Cap and Replace Reserve
Justification	Board Meeting 03/16/2020-Reduce the West Regional Capital and Replacement funding in the West Regional Wastewater budget \$922,825 for jet aeration project on hold and transfer \$18,825 to the Wastewater Capital Reserve West Regional Capital and Replacement Reserve.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
449800	398662	Interfund Trans Wstwtr Cap Rsv	Trans Frm Wastewater Fund	18825	Increase	Credit
449800	464339	Interfund Trans Wstwtr Cap Rsv	Wes Reg Capital and Replacmt	18825	Increase	Debit

Total	
Grand Total:	37650

COUNTY OF BRUNSWICK NORTH CAROLINA

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

FOR THE PERIOD ENDED FEBRUARY 29, 2020



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 February 29, 2020:

General Fund:

- Total revenues for the General Fund are \$185.2 million for an increase of \$24.8 million or 15.4% over the same period in the prior year. The main reason for this is an \$14.9 million increase in Ad Valorem collections due to a recent revaluation and growth in the County. There was also a \$1.7 million increase in Local Option Sales Tax revenues and \$5.5 million of FEMA revenue from prior year storms. Total revenues collected are 89.8% of the amended budget for the fiscal year.
- Total expenditures for the General Fund are \$131.1 million and are 62.5% of the current budget. Total expenditures are more than the expenditures of the same period in the prior year by \$6.7 million or 5.4%. This is a result of a \$1.9 million increase in education and Debt Service payments for phase 1 of the school bond of \$5.4 million. The increases are partially offset by the expenditures associated with Hurricane Florence from last year.
- Net transfers to other funds of \$9.6 million compared to \$3.4 million in the prior year. Transfers were to fund various county capital projects.
- Revenues are more than expenditures and net transfers by \$44.4 million for the current period end compared to more than by \$32.5 million at the end of the same period of the prior year.

Water Fund:

- Total revenues for the Water Fund increased \$4.9 million over the same period in the prior year to \$21.9 million. This is a result of irrigation sales increase of 91.7% or \$1.4 million, an increase in wholesale revenues of 18.5% or \$0.7 million, FEMA revenue of \$1.2 million for prior year expenditures and an increase in retail sales revenues of 25.3% or \$0.9 million over the same period in the prior year. Total revenues are 83.6% of the amended budget for the fiscal year.
- Total expenditures for the Water Fund are \$14.8 million and are 55.8% of current budget. Expenditures increased 5.2% or \$037 million mainly due to a \$0.8 million meter repair and maintenance project and a \$0.5 million one-time capital outlay purchase.
- 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 \$4.3 million compared to greater than by \$2.1 million in the same period of the prior year.

Wastewater Fund:

- Total revenues for the Wastewater Fund increased \$1.6 million over the same period in the prior year to \$18.5 million. Retail wastewater sales increased to \$8.6 million in comparison with the prior year of \$6.8 million while wholesale revenues decreased by \$0.5 million or 5.5% and capital recovery revenue increased by \$0.3 million or 16.9%. Total revenues are 72.7% of the amended budget for the fiscal year.
- Total expenditures for the Wastewater Fund are \$12.9 million and are 39.8% of the current budget. Expenditures increased 7.5% or \$0.9 million over the same period in the prior year mainly due to one-time capital outlay purchases.
- Net transfers to wastewater capital projects of \$1.0 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 \$4.7 million compared to greater than by \$5.0 million in the same period of the prior year.

COUNTY OF BRUNSWICK, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS

FEBRUARY 29, 2020

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents/investments	\$ 125,811,128	\$ 29,289,755	\$ 6,867,061	\$ 2,104,443	\$ 164,072,387
Restricted cash and investments	1,614,826	-	19,479,111	-	21,093,937
Interest receivable	209,576	61,467	25,205	4,637	300,885
Taxes receivable - net	4,279,933	-	-	-	4,279,933
Receivables - net	1,796,639	-	-	-	1,796,639
Other governmental agencies	1,421,475	15,929	108,352	-	1,545,756
Due from other funds	73,153	-	-	-	73,153
Prepaid expenditures	64,000	-	-	-	64,000
Total assets	<u>\$ 135,270,730</u>	<u>\$ 29,367,151</u>	<u>\$ 26,479,729</u>	<u>\$ 2,109,080</u>	<u>\$ 193,226,690</u>
Liabilities:					
Accounts payable and other liabilities	\$ 4,633,773	\$ -	\$ -	\$ 7,646	\$ 4,641,419
Due to other funds	-	-	-	73,153	73,153
Total liabilities	<u>4,633,773</u>	<u>-</u>	<u>-</u>	<u>80,799</u>	<u>4,714,572</u>
Deferred Inflows of Resources:	<u>5,502,029</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,502,029</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	-	19,479,111	1,853,077	25,885,165
Committed	214,566	29,367,151	7,000,618	-	36,582,335
Assigned	2,176,237	-	-	-	2,176,237
Unassigned	106,396,336	-	-	82,281	106,478,617
Total fund balances	<u>125,134,928</u>	<u>29,367,151</u>	<u>26,479,729</u>	<u>2,028,281</u>	<u>183,010,089</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 135,270,730</u>	<u>\$ 29,367,151</u>	<u>\$ 26,479,729</u>	<u>\$ 2,109,080</u>	<u>\$ 193,226,690</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND
BALANCES - GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED FEBRUARY 29, 2020

	Major Funds			Non Major	Total
	General	County Capital Project	Education Capital Project	Governmental Funds	Governmental Funds
Revenues:					
Ad valorem taxes	\$ 136,387,357	\$ -	\$ -	\$ -	\$ 136,387,357
Local option sales taxes	15,114,550	-	-	-	15,114,550
Other taxes and licenses	4,166,679	-	-	-	4,166,679
Unrestricted intergovernmental revenues	340,871	-	-	-	340,871
Restricted intergovernmental revenues	14,955,539	2,438,142	-	580,348	17,974,029
Permits and fees	3,351,477	-	-	119,133	3,470,610
Sales and services	8,479,728	-	-	-	8,479,728
Investment earnings	802,137	240,168	393,428	17,785	1,453,518
Other	1,578,184	-	-	-	1,578,184
Total revenues	<u>185,176,522</u>	<u>2,678,310</u>	<u>393,428</u>	<u>717,266</u>	<u>188,965,526</u>
Expenditures:					
Current:					
General government	8,932,496	1,076,726	-	293,531	10,302,753
Public safety	33,343,054	-	-	294,921	33,637,975
Central services	12,008,276	-	-	-	12,008,276
Human services	16,675,206	-	-	-	16,675,206
Transportation	203,559	2,219,854	-	-	2,423,413
Environmental protection	12,141,818	-	-	-	12,141,818
Culture and recreation	3,005,795	184,464	-	-	3,190,259
Economic and physical development	4,177,631	-	-	-	4,177,631
Education	32,145,220	-	17,560,865	-	49,706,085
Debt Service:					
Principal retirement	4,328,304	-	-	-	4,328,304
Interest and fiscal charges	4,187,199	-	-	-	4,187,199
Total expenditures	<u>131,148,558</u>	<u>3,481,044</u>	<u>17,560,865</u>	<u>588,452</u>	<u>152,778,919</u>
Revenues over (under) expenditures	<u>54,027,964</u>	<u>(802,734)</u>	<u>(17,167,437)</u>	<u>128,814</u>	<u>36,186,607</u>
Other Financing Sources (Uses):					
Transfers from other funds	2,304,445	8,425,021	3,525,184	-	14,254,650
Transfers to other funds	(11,950,205)	(2,304,445)	-	-	(14,254,650)
Total other financing sources (uses)	<u>(9,645,760)</u>	<u>6,120,576</u>	<u>3,525,184</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>44,382,204</u>	<u>5,317,842</u>	<u>(13,642,253)</u>	<u>128,814</u>	<u>36,186,607</u>
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>\$ 125,134,928</u>	<u>\$ 29,367,151</u>	<u>\$ 26,479,729</u>	<u>\$ 2,028,281</u>	<u>\$ 183,010,089</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL - GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 29, 2020

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad valorem taxes	\$ 138,091,466	\$ 138,091,466	\$ 136,387,357	\$ (1,704,109)
Local option sales taxes	25,765,298	25,765,298	15,114,550	(10,650,748)
Other taxes and licenses	4,823,000	4,823,000	4,166,679	(656,321)
Unrestricted intergovernmental revenues	3,123,000	3,123,000	340,871	(2,782,129)
Restricted intergovernmental revenues	15,414,818	15,960,872	14,955,539	(1,005,333)
Permits and fees	4,210,982	4,210,982	3,351,477	(859,505)
Sales and services	11,924,347	11,924,347	8,479,728	(3,444,619)
Investment earnings	300,650	490,650	802,137	311,487
Other	1,050,120	1,783,120	1,578,184	(204,936)
Total revenues	<u>204,703,681</u>	<u>206,172,735</u>	<u>185,176,522</u>	<u>(20,996,213)</u>
Expenditures:				
Current:				
General government	13,338,323	13,691,294	8,932,496	4,758,798
Central services	17,877,823	18,805,253	12,008,276	6,796,977
Public safety	49,074,086	50,351,249	33,343,054	17,008,195
Transportation	170,572	441,023	203,559	237,464
Environmental protection	18,083,019	18,485,259	12,141,818	6,343,441
Economic and physical development	8,199,637	8,781,286	4,177,631	4,603,655
Human services	27,173,559	27,491,229	16,675,206	10,816,023
Education	48,271,296	48,457,232	32,145,220	16,312,012
Culture and recreation	4,698,358	4,891,074	3,005,795	1,885,279
Debt Service:				
Principal retirement	13,623,306	13,623,306	4,328,304	9,295,002
Interest and fiscal charges	4,976,909	4,976,909	4,187,199	789,710
Total expenditures	<u>205,486,888</u>	<u>209,995,114</u>	<u>131,148,558</u>	<u>78,846,556</u>
Revenues over (under) expenditures	<u>(783,207)</u>	<u>(3,822,379)</u>	<u>54,027,964</u>	<u>57,850,343</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)	(11,950,205)	3,673,480
Appropriated fund balance	<u>5,563,789</u>	<u>17,141,619</u>	<u>-</u>	<u>(17,141,619)</u>
Total other financing sources (uses)	<u>783,207</u>	<u>3,822,379</u>	<u>(9,645,760)</u>	<u>(13,468,139)</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ -</u>	<u>44,382,204</u>	<u>\$ 44,382,204</u>
Fund balance, beginning of year			<u>80,752,724</u>	
Fund balance, end of year			<u>\$ 125,134,928</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 FEBRUARY 29, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	Original Budget	Current Budget	February 29, 2020	Variance Positive (Negative)	% of Budget	June 30, 2019	February 28, 2019
Revenues:							
Ad Valorem Taxes:							
Current year taxes	\$135,091,466	\$135,091,466	\$133,738,568	\$ (1,352,898)	99%	\$ 123,945,212	\$118,339,201
Prior year taxes	2,300,000	2,300,000	2,011,800	(288,200)	87%	3,220,830	2,473,487
Penalties and interest	700,000	700,000	636,989	(63,011)	91%	1,067,844	704,296
	<u>138,091,466</u>	<u>138,091,466</u>	<u>136,387,357</u>	<u>(1,704,109)</u>	<u>99%</u>	<u>128,233,886</u>	<u>121,516,984</u>
Local Option Sales Taxes:							
Article 39 (1%)	10,507,770	10,507,770	6,432,570	(4,075,200)	61%	10,848,845	5,649,461
Article 40 (1/2%)	7,943,242	7,943,242	4,359,026	(3,584,216)	55%	7,963,614	3,919,442
Article 42 (1/2%)	7,314,286	7,314,286	4,322,954	(2,991,332)	59%	7,476,514	3,815,908
	<u>25,765,298</u>	<u>25,765,298</u>	<u>15,114,550</u>	<u>(10,650,748)</u>	<u>59%</u>	<u>26,288,973</u>	<u>13,384,811</u>
Other Taxes and Licenses:							
Scrap tire disposal fee	160,000	160,000	100,805	(59,195)	63%	183,492	92,112
Deed stamp excise tax	2,920,000	2,920,000	2,911,874	(8,126)	100%	3,744,657	2,293,367
Solid waste tax	48,000	48,000	33,559	(14,441)	70%	62,922	31,164
White goods disposal tax	45,000	45,000	29,743	(15,257)	66%	54,157	28,041
1% Occupancy Tax	1,650,000	1,650,000	1,090,698	(559,302)	66%	1,728,904	1,067,745
	<u>4,823,000</u>	<u>4,823,000</u>	<u>4,166,679</u>	<u>(656,321)</u>	<u>86%</u>	<u>5,774,132</u>	<u>3,512,429</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	340,871	(34,129)	91%	479,987	233,184
	<u>3,123,000</u>	<u>3,123,000</u>	<u>340,871</u>	<u>(2,782,129)</u>	<u>11%</u>	<u>4,769,103</u>	<u>233,184</u>
Restricted Intergovernmental:							
State and federal grant	15,281,787	15,827,841	14,845,076	(982,765)	94%	18,344,018	8,784,366
ARRA federal grant	1,531	1,531	765	(766)	50%	3,055	1,524
Court facility fees	120,000	120,000	74,589	(45,411)	62%	126,095	72,074
Payments in lieu of taxes	-	-	100	100	na	4,169	-
ABC education requirement	-	-	-	-	na	10,501	10,501
ABC law enforcement service:	4,000	4,000	12,099	8,099	302%	8,519	8,519
State drug tax	7,500	7,500	22,910	15,410	305%	53,150	5,480
	<u>15,414,818</u>	<u>15,960,872</u>	<u>14,955,539</u>	<u>(1,005,333)</u>	<u>94%</u>	<u>18,549,507</u>	<u>8,882,464</u>
Permits and Fees:							
Blding inspections and permit:	2,250,000	2,250,000	1,892,396	(357,604)	84%	2,791,372	1,881,755
Recording fees	775,000	775,000	596,394	(178,606)	77%	763,516	482,440
Fire inspection fees	100,000	100,000	142,550	42,550	143%	116,119	51,793
Concealed handgun permit	180,000	180,000	119,075	(60,925)	66%	212,170	131,800
Other permit and fees	905,982	905,982	601,062	(304,920)	66%	877,151	505,705
	<u>4,210,982</u>	<u>4,210,982</u>	<u>3,351,477</u>	<u>(859,505)</u>	<u>80%</u>	<u>4,760,328</u>	<u>3,053,493</u>
Sales and Services:							
Solid waste fees	2,600,000	2,600,000	2,070,128	(529,872)	80%	4,384,324	2,723,409
School resource officer reimb.	1,476,726	1,476,726	738,368	(738,358)	50%	1,447,763	708,553
Rents	13,930	13,930	11,756	(2,174)	84%	15,260	10,616
EMS Charges	4,576,000	4,576,000	3,358,000	(1,218,000)	73%	4,088,650	2,558,457
Public health user fees	835,050	835,050	614,063	(220,987)	74%	800,121	469,304
Sheriff animal prot. serv. fees	103,500	103,500	64,534	(38,966)	62%	96,101	65,605
Social services fees	70,500	70,500	42,584	(27,916)	60%	68,678	38,595
Public housing fees	38,991	38,991	16,045	(22,946)	41%	15,590	4,703
Tax collection fees	230,000	230,000	272,863	42,863	119%	265,586	242,073
Other sales and services	1,278,050	1,278,050	830,025	(448,025)	65%	1,530,423	944,340
Register of deeds	338,750	338,750	244,799	(93,951)	72%	331,673	207,493

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 29, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	Original Budget	Current Budget	February 29, 2020	Variance Positive (Negative)	% of Budget	June 30, 2019	February 28, 2019
Sales and Services (continued):							
Marriage licenses	55,500	55,500	29,952	(25,548)	54%	50,103	30,465
Recreation services	307,350	307,350	186,611	(120,739)	61%	258,926	189,852
	<u>11,924,347</u>	<u>11,924,347</u>	<u>8,479,728</u>	<u>(3,444,619)</u>	71%	<u>13,353,198</u>	<u>8,193,465</u>
Investment earnings	<u>300,650</u>	<u>490,650</u>	<u>802,137</u>	<u>311,487</u>	163%	<u>835,673</u>	<u>488,326</u>
Other:							
Tax refunds - sales and gas tax	1,100	1,100	-	(1,100)	0%	-	-
ABC bottles taxes	45,000	45,000	42,615	(2,385)	95%	67,267	38,215
Cnty Brd of Alcohol Control	24,000	24,000	15,000	(9,000)	63%	28,500	13,500
Contributions	9,000	9,000	59,039	50,039	656%	89,796	71,561
Other revenues	971,020	1,704,020	1,461,530	(242,490)	86%	2,385,290	1,011,081
	<u>1,050,120</u>	<u>1,783,120</u>	<u>1,578,184</u>	<u>(204,936)</u>	89%	<u>2,570,853</u>	<u>1,134,357</u>
Total revenues	<u>204,703,681</u>	<u>206,172,735</u>	<u>185,176,522</u>	<u>(20,996,213)</u>	90%	<u>205,135,653</u>	<u>160,399,513</u>
Expenditures:							
General Government:							
Governing Body:							
Salaries	178,520	178,520	124,702	53,818	70%	171,670	118,285
Fringe benefits	71,938	71,938	30,261	41,677	42%	43,808	29,559
Operating costs	72,130	72,130	43,851	28,279	61%	68,961	46,110
	<u>322,588</u>	<u>322,588</u>	<u>198,814</u>	<u>123,774</u>	62%	<u>284,439</u>	<u>193,954</u>
County Administration:							
Salaries	640,071	640,071	476,795	163,276	74%	666,634	499,404
Fringe benefits	191,397	191,397	128,338	63,059	67%	184,359	135,417
Operating costs	46,630	46,630	14,701	31,929	32%	17,174	12,245
	<u>878,098</u>	<u>878,098</u>	<u>619,834</u>	<u>258,264</u>	71%	<u>868,167</u>	<u>647,066</u>
Human Resources:							
Salaries	326,174	326,174	224,786	101,388	69%	313,173	225,755
Fringe benefits	113,977	113,977	76,734	37,243	67%	102,908	73,057
Operating costs	11,900	11,900	4,962	6,938	42%	6,004	3,960
	<u>452,051</u>	<u>452,051</u>	<u>306,482</u>	<u>145,569</u>	68%	<u>422,085</u>	<u>302,772</u>
Finance:							
Salaries	854,960	854,960	592,704	262,256	69%	825,139	566,973
Fringe benefits	289,386	289,386	194,917	94,469	67%	273,593	186,913
Operating costs	447,040	460,833	364,123	96,710	79%	424,847	347,162
	<u>1,591,386</u>	<u>1,605,179</u>	<u>1,151,744</u>	<u>453,435</u>	72%	<u>1,523,579</u>	<u>1,101,048</u>
Tax Administration:							
Salaries	2,550,065	2,550,065	1,676,890	873,175	66%	2,288,792	1,576,738
Fringe benefits	971,317	971,317	632,706	338,611	65%	843,676	571,408
Operating costs	1,044,135	1,044,135	606,958	437,177	58%	856,470	497,018
	<u>4,565,517</u>	<u>4,565,517</u>	<u>2,916,554</u>	<u>1,648,963</u>	64%	<u>3,988,938</u>	<u>2,645,164</u>
County Attorney:							
Salaries	395,036	395,036	275,270	119,766	70%	379,107	263,583
Fringe benefits	120,657	120,657	80,723	39,934	67%	107,408	71,876
Operating costs	193,450	193,450	34,990	158,460	18%	44,559	39,741
	<u>709,143</u>	<u>709,143</u>	<u>390,983</u>	<u>318,160</u>	55%	<u>531,074</u>	<u>375,200</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 FEBRUARY 29, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	Original Budget	Current Budget	February 29, 2020	Variance Positive (Negative)	% of Budget	June 30, 2019	February 28, 2019
Court Facilities:							
Operating costs	262,724	262,724	105,929	156,795	40%	197,290	109,800
	262,724	262,724	105,929	156,795	40%	197,290	109,800
Board of Elections:							
Salaries	604,838	621,878	300,042	321,836	48%	478,570	381,537
Fringe benefits	141,854	141,854	82,654	59,200	58%	117,888	81,777
Operating costs	243,557	471,041	365,981	105,060	78%	161,636	149,968
Capital outlay	-	305,571	305,103	468	100%	-	-
	990,249	1,540,344	1,053,780	486,564	68%	758,094	613,282
Register of Deeds:							
Salaries	720,609	720,609	473,944	246,665	66%	652,951	457,569
Fringe benefits	310,237	310,237	198,482	111,755	64%	278,118	188,526
Operating costs	1,835,721	1,835,721	1,515,950	319,771	83%	2,203,989	1,223,829
	2,866,567	2,866,567	2,188,376	678,191	76%	3,135,058	1,869,924
Contingency:							
Operating Costs	700,000	489,083	-	489,083	0%	-	-
Total general government	13,338,323	13,691,294	8,932,496	4,758,798	65%	11,708,724	7,858,210
Central Services:							
Management Information Systems:							
Salaries	1,142,561	1,142,561	783,673	358,888	69%	1,132,217	787,687
Fringe benefits	386,420	386,420	257,113	129,307	67%	364,123	247,648
Operating costs	1,307,700	1,672,827	667,803	1,005,024	40%	1,047,490	448,930
Capital outlay	36,000	37,750	-	37,750	0%	127,542	127,542
	2,872,681	3,239,558	1,708,589	1,530,969	53%	2,671,372	1,611,807
Fleet Services:							
Salaries	684,543	684,543	415,386	269,157	61%	612,114	424,970
Fringe benefits	268,744	268,744	183,548	85,196	68%	227,228	158,880
Operating costs	363,600	386,756	76,933	309,823	20%	283,322	10,476
Capital outlay	377,000	394,773	29,590	365,183	7%	51,667	26,786
	1,693,887	1,734,816	705,457	1,029,359	41%	1,174,331	621,112
Engineering:							
Salaries	447,982	447,982	298,888	149,094	67%	411,650	277,028
Fringe benefits	149,204	149,204	95,432	53,772	64%	130,231	85,896
Operating costs	40,750	40,750	18,234	22,516	45%	27,768	12,004
Capital outlay	-	-	-	-	na	29,594	29,594
	637,936	637,936	412,554	225,382	65%	599,243	404,522
Operation Services:							
Salaries	2,337,175	2,337,175	1,619,263	717,912	69%	2,255,410	1,586,101
Fringe benefits	977,428	977,428	644,139	333,289	66%	893,566	607,455
Operating costs	3,214,332	3,637,956	2,097,682	1,540,274	58%	10,820,183	5,642,540
Capital outlay	499,500	499,500	471,529	27,971	94%	303,662	6,980
	7,028,435	7,452,059	4,832,613	2,619,446	65%	14,272,821	7,843,076
Non-departmental:							
Fringe benefits	5,371,665	5,371,665	3,908,231	1,463,434	73%	5,168,930	3,525,561
Operating costs	273,219	329,219	404,357	(75,138)	123%	836,724	841,123
Capital outlay	-	40,000	36,475	3,525	91%	-	-
	5,644,884	5,740,884	4,349,063	1,391,821	76%	6,005,654	4,366,684
Total central services	17,877,823	18,805,253	12,008,276	6,796,977	64%	24,723,421	14,847,201

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 29, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	Original Budget	Current Budget	February 29, 2020	Variance Positive (Negative)	% of Budget	June 30, 2019	February 28, 2019
Public Safety:							
District Attorney:							
Operating costs	53,000	53,000	5,167	47,833	10%	19,412	5,516
Sheriff:							
Salaries	10,640,762	10,640,762	7,559,271	3,081,491	71%	11,078,018	7,870,015
Fringe benefits	3,835,042	3,835,042	2,575,239	1,259,803	67%	3,699,863	2,552,869
Operating costs	2,791,252	3,256,487	1,909,112	1,347,375	59%	3,634,459	2,883,371
Capital outlay	1,306,506	1,301,376	685,820	615,556	53%	932,734	783,842
	18,573,562	19,033,667	12,729,442	6,304,225	67%	19,345,074	14,090,097
Detention Center:							
Salaries	4,889,007	4,889,007	3,364,892	1,524,115	69%	4,552,769	3,165,473
Fringe benefits	1,882,729	1,882,729	1,210,263	672,466	64%	1,599,087	1,092,587
Operating costs	2,912,780	2,903,984	1,850,158	1,053,826	64%	2,576,068	1,730,347
Capital outlay	200,430	506,303	318,787	187,516	63%	472,344	420,934
	9,884,946	10,182,023	6,744,100	3,437,923	66%	9,200,268	6,409,341
Emergency Medical:							
Salaries	5,867,157	5,908,885	4,415,757	1,493,128	75%	5,742,476	4,010,964
Fringe benefits	2,091,209	2,108,837	1,415,102	693,735	67%	1,849,724	1,263,170
Operating costs	1,699,942	1,735,907	1,182,882	553,025	68%	1,523,755	999,626
Capital outlay	1,571,242	1,897,995	1,528,667	369,328	81%	1,233,100	837,908
	11,229,550	11,651,624	8,542,408	3,109,216	73%	10,349,055	7,111,668
Emergency Management:							
Salaries	299,165	257,437	186,902	70,535	73%	239,661	167,791
Fringe benefits	99,577	81,949	51,687	30,262	63%	64,796	44,383
Operating costs	412,035	436,452	211,455	224,997	48%	706,535	491,692
Capital outlay	1,140,730	1,123,313	53,972	1,069,341	5%	71,700	66,300
	1,951,507	1,899,151	504,016	1,395,135	27%	1,082,692	770,166
Other Agencies:							
Fire districts	60,000	60,000	30,000	30,000	50%	60,000	30,000
Rescue Squads	331,800	331,800	165,900	165,900	50%	332,800	166,400
	391,800	391,800	195,900	195,900	50%	392,800	196,400
Building Inspections and Central Permitting							
Salaries	1,572,169	1,659,169	1,101,803	557,366	66%	1,758,298	1,183,690
Fringe benefits	546,526	546,526	381,018	165,508	70%	556,986	366,641
Operating costs	132,014	132,014	79,619	52,395	60%	198,332	113,369
Capital outlay	60,000	58,831	52,439	6,392	89%	144,854	58,815
	2,310,709	2,396,540	1,614,879	781,661	67%	2,658,470	1,722,515
Fire Inspections							
Salaries	351,342	351,342	225,460	125,882	64%	-	-
Fringe benefits	117,503	117,503	64,884	52,619	55%	-	-
Operating costs	58,700	58,700	34,983	23,717	60%	-	-
Capital outlay	60,000	61,169	57,893	3,276	95%	-	-
	587,545	588,714	383,220	205,494	65%	-	-
Central Communications:							
Salaries	1,827,531	1,808,531	1,182,896	625,635	65%	1,714,905	1,213,763
Fringe benefits	692,092	692,092	425,839	266,253	62%	598,577	408,101
Operating costs	310,994	320,320	159,650	160,670	50%	145,264	97,526
Capital outlay	93,096	112,096	47,335	64,761	42%	110,753	21,904
	2,923,713	2,933,039	1,815,720	1,117,319	62%	2,569,499	1,741,294

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 29, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	February 29, 2020	Variance Positive (Negative)	% of Budget	June 30, 2019	February 28, 2019
Animal Protective Services:							
Salaries	599,348	599,348	413,346	186,002	69%	638,513	457,104
Fringe benefits	231,306	231,306	157,692	73,614	68%	233,068	161,191
Operating costs	305,100	357,353	204,467	152,886	57%	297,175	192,148
Capital outlay	32,000	33,684	32,697	987	97%	-	-
	<u>1,167,754</u>	<u>1,221,691</u>	<u>808,202</u>	<u>413,489</u>	<u>66%</u>	<u>1,168,756</u>	<u>810,443</u>
Total public safety	49,074,086	50,351,249	33,343,054	17,008,195	66%	46,786,026	32,857,440
Transportation:							
Cape Fear Regional Jetport	111,000	111,000	83,250	27,750	75%	97,000	72,750
Odell Williamson Mun. Air.	27,500	27,500	20,625	6,875	75%	27,500	20,625
Cape Fear Transp. Authority	32,072	32,072	32,072	-	100%	31,138	31,138
Brunswick Transit System	-	270,451	67,612	202,839	25%	292,315	292,315
Total transportation	<u>170,572</u>	<u>441,023</u>	<u>203,559</u>	<u>237,464</u>	<u>46%</u>	<u>447,953</u>	<u>416,828</u>
Environmental Protection:							
Solid Waste:							
Salaries	376,996	376,996	248,795	128,201	66%	335,562	245,840
Fringe benefits	150,385	150,385	94,985	55,400	63%	124,930	89,886
Operating costs	16,686,895	17,089,135	11,073,574	6,015,561	65%	16,545,228	10,915,667
Capital outlay	627,000	627,000	605,000	22,000	96%	212,590	202,590
	<u>17,841,276</u>	<u>18,243,516</u>	<u>12,022,354</u>	<u>6,221,162</u>	<u>66%</u>	<u>17,218,310</u>	<u>11,453,983</u>
Other:							
Forestry services	241,743	241,743	119,464	122,279	49%	203,391	113,193
	<u>241,743</u>	<u>241,743</u>	<u>119,464</u>	<u>122,279</u>	<u>49%</u>	<u>203,391</u>	<u>113,193</u>
Total environmental protection	18,083,019	18,485,259	12,141,818	6,343,441	66%	17,421,701	11,567,176
Economic Development:							
Community Enforcement:							
Salaries	187,816	187,816	94,029	93,787	50%	154,354	95,169
Fringe benefits	75,102	75,102	36,732	38,370	49%	58,902	35,839
Operating costs	20,115	20,115	5,401	14,714	27%	13,262	9,335
Capital outlay	32,000	32,000	23,717	8,283	74%	29,705	29,705
	<u>315,033</u>	<u>315,033</u>	<u>159,879</u>	<u>155,154</u>	<u>51%</u>	<u>256,223</u>	<u>170,048</u>
Planning:							
Salaries	464,379	464,379	324,496	139,883	70%	426,308	288,935
Fringe benefits	169,705	169,705	107,622	62,083	63%	139,467	95,845
Operating costs	398,700	411,100	77,114	333,986	19%	115,344	68,055
Capital outlay	-	-	-	-	na	23,939	23,939
	<u>1,032,784</u>	<u>1,045,184</u>	<u>509,232</u>	<u>535,952</u>	<u>49%</u>	<u>705,058</u>	<u>476,774</u>
Cooperative Extension:							
Salaries	308,110	348,148	154,598	193,550	44%	302,039	183,283
Fringe benefits	147,782	150,845	53,418	97,427	35%	118,133	60,327
Operating costs	124,983	142,580	72,409	70,171	51%	122,603	57,108
Capital outlay	-	5,350	5,350	-	100%	36,053	36,053
	<u>580,875</u>	<u>646,923</u>	<u>285,775</u>	<u>361,148</u>	<u>44%</u>	<u>578,828</u>	<u>336,771</u>
Soil and Water Conservation:							
Salaries	165,517	165,517	116,285	49,232	70%	159,085	111,135
Fringe benefits	61,737	61,737	42,186	19,551	68%	58,171	39,810
Operating costs	17,350	17,350	8,954	8,396	52%	16,949	9,072
	<u>244,604</u>	<u>244,604</u>	<u>167,425</u>	<u>77,179</u>	<u>68%</u>	<u>234,205</u>	<u>160,017</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 FEBRUARY 29, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	February 29, 2020	Variance Positive (Negative)	% of Budget	June 30, 2019	February 28, 2019
Public Housing Section 8:							
Salaries	131,246	125,721	91,773	33,948	73%	106,826	65,934
Fringe benefits	55,565	55,565	37,261	18,304	67%	42,330	25,033
Operating costs	2,168,330	2,179,855	1,269,861	909,994	58%	1,916,764	1,277,912
	<u>2,355,141</u>	<u>2,361,141</u>	<u>1,398,895</u>	<u>962,246</u>	<u>59%</u>	<u>2,065,920</u>	<u>1,368,879</u>
1% Occupancy Tax:							
Operating costs	<u>1,650,000</u>	<u>1,650,000</u>	<u>1,090,698</u>	<u>559,302</u>	<u>66%</u>	<u>1,728,904</u>	<u>1,067,745</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	450,224	97,074	353,150	22%	7,799	7,799
	<u>425,000</u>	<u>425,000</u>	<u>318,750</u>	<u>106,250</u>	<u>75%</u>	<u>425,000</u>	<u>318,750</u>
	<u>2,021,200</u>	<u>2,518,401</u>	<u>565,727</u>	<u>1,952,674</u>	<u>22%</u>	<u>622,799</u>	<u>516,549</u>
Total economic development	<u>8,199,637</u>	<u>8,781,286</u>	<u>4,177,631</u>	<u>4,603,655</u>	<u>48%</u>	<u>6,191,937</u>	<u>4,096,783</u>
Human Services:							
Health:							
Administration:							
Salaries	2,406,010	2,406,010	1,673,319	732,691	70%	2,382,456	1,665,097
Fringe benefits	1,263,557	1,263,557	865,551	398,006	69%	1,202,433	820,791
Operating costs	285,325	282,325	144,170	138,155	51%	214,808	148,466
Capital outlay	82,200	85,200	85,068	132	100%	29,449	29,449
	<u>4,037,092</u>	<u>4,037,092</u>	<u>2,768,108</u>	<u>1,268,984</u>	<u>69%</u>	<u>3,829,146</u>	<u>2,663,803</u>
Communicable Diseases:							
Operating costs	<u>420,137</u>	<u>420,137</u>	<u>279,999</u>	<u>140,138</u>	<u>67%</u>	<u>302,020</u>	<u>224,518</u>
Adult Health Maintenance:							
Operating costs	<u>476,075</u>	<u>507,514</u>	<u>95,553</u>	<u>411,961</u>	<u>19%</u>	<u>160,784</u>	<u>81,801</u>
	<u>476,075</u>	<u>507,514</u>	<u>95,553</u>	<u>411,961</u>	<u>19%</u>	<u>160,784</u>	<u>81,801</u>
Senior Health							
Salaries	56,283	56,283	42,940	13,343	76%	52,954	36,587
Fringe benefits	22,252	22,252	14,314	7,938	64%	20,830	13,974
Operating costs	3,835	3,835	1,868	1,967	49%	3,311	2,297
	<u>82,370</u>	<u>82,370</u>	<u>59,122</u>	<u>23,248</u>	<u>72%</u>	<u>77,095</u>	<u>52,858</u>
Maternal and Child Health:							
Salaries	383,578	383,578	205,853	177,725	54%	322,066	236,639
Fringe benefits	168,858	168,858	88,830	80,028	53%	133,138	95,117
Operating costs	593,025	625,372	309,063	316,309	49%	529,692	291,906
Capital outlay	-	-	-	-	na	6,222	6,222
	<u>1,145,461</u>	<u>1,177,808</u>	<u>603,746</u>	<u>574,062</u>	<u>51%</u>	<u>991,118</u>	<u>629,884</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 FEBRUARY 29, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	Original Budget	Current Budget	February 29, 2020	Variance Positive (Negative)	% of Budget	June 30, 2019	February 28, 2019
Environmental Health:							
Salaries	1,158,046	1,158,046	802,119	355,927	69%	1,086,498	752,357
Fringe benefits	415,172	415,172	277,579	137,593	67%	364,134	244,878
Operating costs	192,126	192,126	106,941	85,185	56%	366,434	312,684
Capital outlay	28,000	28,000	26,063	1,937	93%	78,010	78,010
	<u>1,793,344</u>	<u>1,793,344</u>	<u>1,212,702</u>	<u>580,642</u>	<u>68%</u>	<u>1,895,076</u>	<u>1,387,929</u>
Total health	<u>7,954,479</u>	<u>8,018,265</u>	<u>5,019,230</u>	<u>2,999,035</u>	<u>63%</u>	<u>7,255,239</u>	<u>5,040,793</u>
Veterans' Services:							
Salaries	139,150	139,150	92,677	46,473	67%	137,542	97,727
Fringe benefits	55,433	55,433	36,977	18,456	67%	51,114	34,438
Operating costs	15,637	15,637	7,879	7,758	50%	13,484	7,262
Total veterans' services	<u>210,220</u>	<u>210,220</u>	<u>137,533</u>	<u>72,687</u>	<u>65%</u>	<u>202,140</u>	<u>139,427</u>
Social Services:							
Administration:							
Salaries	7,459,072	7,459,072	4,899,575	2,559,497	66%	6,898,625	4,827,509
Fringe benefits	3,658,637	3,658,637	2,261,390	1,397,247	62%	3,183,572	2,172,712
Operating costs	2,940,115	2,953,115	1,431,555	1,521,560	48%	2,320,407	1,460,468
Capital outlay	-	-	-	-	na	56,475	56,475
	<u>14,057,824</u>	<u>14,070,824</u>	<u>8,592,520</u>	<u>5,478,304</u>	<u>61%</u>	<u>12,459,079</u>	<u>8,517,164</u>
Other Operating Costs:							
Medical assistance	20,000	20,000	1,436	18,564	7%	3,078	1,368
Aid to the blind	8,153	8,153	8,153	-	100%	7,845	7,845
Adoption assistance	280,000	280,000	146,795	133,205	52%	231,539	154,451
Special assistance	470,000	470,000	187,340	282,660	40%	357,920	229,786
Foster care	950,000	950,000	329,167	620,833	35%	612,755	382,925
State foster home	335,000	335,000	272,756	62,244	81%	403,299	244,210
Special assistance	25,121	25,121	18,686	6,435	74%	22,320	13,464
Day care	23,000	23,000	-	23,000	0%	-	-
Special child adopt. assistance	-	82,683	15,132	67,551	18%	70,648	42,672
	<u>2,111,274</u>	<u>2,193,957</u>	<u>979,465</u>	<u>1,214,492</u>	<u>45%</u>	<u>1,709,404</u>	<u>1,076,721</u>
Total social services	<u>16,169,098</u>	<u>16,264,781</u>	<u>9,571,985</u>	<u>6,692,796</u>	<u>59%</u>	<u>14,168,483</u>	<u>9,593,885</u>
Other Human Services:							
Trillium Health Resources	250,443	250,443	125,222	125,221	50%	250,443	125,222
Brunswick Senior Resources	2,589,319	2,589,319	1,726,214	863,105	67%	2,482,419	1,645,879
Other human services	-	158,201	95,022	63,179	60%	127,095	84,823
	<u>2,839,762</u>	<u>2,997,963</u>	<u>1,946,458</u>	<u>1,051,505</u>	<u>65%</u>	<u>2,859,957</u>	<u>1,855,924</u>
Total human services	<u>27,173,559</u>	<u>27,491,229</u>	<u>16,675,206</u>	<u>10,816,023</u>	<u>61%</u>	<u>24,485,819</u>	<u>16,630,029</u>
Education:							
Public schools	42,840,126	42,840,126	28,560,088	14,280,038	67%	39,918,820	26,612,552
Public schools - capital outlay	898,744	898,744	599,160	299,584	67%	837,458	558,312
Community college	4,209,426	4,395,362	2,770,636	1,624,726	63%	4,096,380	2,721,284
Community college - cap. out.	323,000	323,000	215,336	107,664	67%	365,000	321,580
Total education	<u>48,271,296</u>	<u>48,457,232</u>	<u>32,145,220</u>	<u>16,312,012</u>	<u>66%</u>	<u>45,217,658</u>	<u>30,213,728</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 FEBRUARY 29, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	February 29, 2020	Variance Positive (Negative)	% of Budget	June 30, 2019	February 28, 2019
Culture and Recreation:							
Parks and Recreation:							
Administration:							
Salaries	694,475	694,475	465,324	229,151	67%	652,255	463,345
Fringe benefits	200,270	200,270	134,832	65,438	67%	188,537	130,071
Operating costs	683,310	683,310	366,804	316,506	54%	667,725	379,754
Capital outlay	32,000	194,810	28,649	166,161	15%	202,680	69,226
	<u>1,610,055</u>	<u>1,772,865</u>	<u>995,609</u>	<u>777,256</u>	<u>56%</u>	<u>1,711,197</u>	<u>1,042,396</u>
Maintenance:							
Salaries	806,855	806,855	528,627	278,228	66%	778,658	539,181
Fringe benefits	320,810	320,810	206,631	114,179	64%	300,669	203,416
Operating costs	412,470	437,638	288,131	149,507	66%	392,098	176,435
Capital outlay	157,500	152,000	137,137	14,863	90%	133,792	68,716
	<u>1,697,635</u>	<u>1,717,303</u>	<u>1,160,526</u>	<u>556,777</u>	<u>68%</u>	<u>1,605,217</u>	<u>987,748</u>
Total Parks and Recreation	<u>3,307,690</u>	<u>3,490,168</u>	<u>2,156,135</u>	<u>1,334,033</u>	<u>62%</u>	<u>3,316,414</u>	<u>2,030,144</u>
Brunswick County Library:							
Salaries	811,285	811,285	520,827	290,458	64%	777,553	528,839
Fringe benefits	330,483	330,483	207,684	122,799	63%	304,260	203,131
Operating costs	248,900	259,138	121,149	137,989	47%	210,590	121,899
	<u>1,390,668</u>	<u>1,400,906</u>	<u>849,660</u>	<u>551,246</u>	<u>61%</u>	<u>1,292,403</u>	<u>853,869</u>
Total culture and recreation	<u>4,698,358</u>	<u>4,891,074</u>	<u>3,005,795</u>	<u>1,885,279</u>	<u>61%</u>	<u>4,608,817</u>	<u>2,884,013</u>
Debt Service:							
Principal retirement	13,623,306	13,623,306	4,328,304	9,295,002	32%	11,233,460	1,828,460
Interest and fees	4,976,909	4,976,909	4,187,199	789,710	84%	2,224,964	1,279,454
Total debt service	<u>18,600,215</u>	<u>18,600,215</u>	<u>8,515,503</u>	<u>10,084,712</u>	<u>46%</u>	<u>13,458,424</u>	<u>3,107,914</u>
Total expenditures	<u>205,486,888</u>	<u>209,995,114</u>	<u>131,148,558</u>	<u>78,846,556</u>	<u>62%</u>	<u>195,050,480</u>	<u>124,479,322</u>
Revenues over (under) expenditures	<u>(783,207)</u>	<u>(3,822,379)</u>	<u>54,027,964</u>	<u>57,850,343</u>	<u>-1413%</u>	<u>10,085,173</u>	<u>35,920,191</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>	<u>100%</u>	<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 FEBRUARY 29, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>February 29, 2020</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2019</u>	<u>February 28, 2019</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)	(3,525,184)	3,559,843	50%	(5,859,022)	(825,068)
	(4,780,582)	(15,623,685)	(11,950,205)	3,673,480	76%	(8,409,022)	(3,375,068)
Budgetary Financing Sources (Uses):							
Appropriated fund balance	5,563,789	17,141,619	-	(17,141,619)	0%	-	-
	5,563,789	17,141,619	-	(17,141,619)	0%	-	-
Total other financing sources (uses)	783,207	3,822,379	(9,645,760)	(13,468,139)	-252%	(5,236,994)	(3,375,068)
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	44,382,204	<u>\$ 44,382,204</u>		4,848,179	32,545,123
Fund balance, beginning of year			80,752,724			75,904,545	75,904,545
Fund balance, end of year			<u>\$125,134,928</u>			<u>\$ 80,752,724</u>	<u>\$108,449,668</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 FEBRUARY 29, 2020

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental-NC Dept. of Transportation	\$ 26,187,662	\$ 21,885,669	\$ 2,438,142	\$ 24,323,811
Restricted intergovernmental-NC Parks & Rec. Trust Fund	750,500	-	-	-
Investment earnings	128,008	549,928	240,168	790,096
Performance bonds	290,876	290,876	-	290,876
Other	621,500	565,587	-	565,587
Total revenues	<u>27,978,546</u>	<u>23,292,060</u>	<u>2,678,310</u>	<u>25,970,370</u>
Expenditures:				
General Government:				
Court House Renovation	11,971,860	491,830	211,930	703,760
Court House Parking Lot	1,176,070	283,096	864,796	1,147,892
	<u>13,147,930</u>	<u>774,926</u>	<u>1,076,726</u>	<u>1,851,652</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	53,936	5,738,402
Smithville Park Improvements	6,189,666	5,936,008	31,156	5,967,164
Brunswick Waterway Park Improvements	644,083	111,137	94,909	206,046
Waccamaw Multiuse Building	311,000	-	4,463	4,463
	<u>12,994,749</u>	<u>11,731,611</u>	<u>184,464</u>	<u>11,916,075</u>
Transportation:				
Airport Improvements	27,460,744	23,617,147	2,219,854	25,837,001
Other:				
Future Capital Projects	1,698,828	-	-	-
Total expenditures	<u>70,961,191</u>	<u>36,123,684</u>	<u>3,481,044</u>	<u>39,604,728</u>
Revenues over (under) expenditures	(42,982,645)	(12,831,624)	(802,734)	(13,634,358)
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>	<u>5,317,842</u>	<u>\$ 24,542,672</u>
Fund balance, beginning of year			<u>24,049,309</u>	
Fund balance, end of year			<u>\$ 29,367,151</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 FEBRUARY 29, 2020

	<u>Project Budget</u>	<u>Actual</u>		
		<u>Prior Years</u>	<u>Current Year</u>	<u>Total to Date</u>
Revenues:				
NC Public Education Lottery	\$ 7,082,039	\$ 7,092,797	\$ -	\$ 7,092,797
Investment earnings	1,211,937	1,524,462	87,099	1,611,561
Investment earnings-debt proceeds	5,301	960,322	306,329	1,266,651
Total revenues	<u>8,299,277</u>	<u>9,577,581</u>	<u>393,428</u>	<u>9,971,009</u>
Expenditures:				
Brunswick County Schools	133,193,008	85,673,430	16,668,113	102,341,543
Brunswick Community College	33,998,159	31,523,490	892,752	32,416,242
Total expenditures	<u>167,191,167</u>	<u>117,196,920</u>	<u>17,560,865</u>	<u>134,757,785</u>
Revenues over (under) expenditures	(158,891,890)	(107,619,339)	(17,167,437)	(124,786,776)
Other Financing Sources (Uses):				
Transfer from general fund	65,161,288	58,076,260	3,525,184	61,601,444
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>3,525,184</u>	<u>144,714,091</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 33,569,568</u>	(13,642,253)	<u>\$ 19,927,315</u>
Fund balance, beginning of year			<u>40,121,982</u>	
Fund balance, end of year			<u>\$ 26,479,729</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED FEBRUARY 29, 2020

	Emergency Telephone System Fund	Grant Project	ROD- Technology Enhancement Fund	Total
Assets:				
Cash and cash equivalents/investments	\$ 1,199,584	\$ -	\$ 904,859	\$ 2,104,443
Interest receivable	2,584	-	2,053	4,637
Total assets	<u>1,202,168</u>	<u>-</u>	<u>906,912</u>	<u>2,109,080</u>
Liabilities:				
Accounts payable and other liabilities	-	-	7,646	7,646
Due to other funds	-	73,153	-	73,153
Total liabilities	<u>-</u>	<u>73,153</u>	<u>7,646</u>	<u>80,799</u>
Fund Balance:				
Stabilization by State Statute	2,584	-	2,053	4,637
Restricted - other	1,199,584	-	897,213	2,096,797
Unassigned	-	(73,153)	-	(73,153)
Total fund balances	<u>1,202,168</u>	<u>(73,153)</u>	<u>899,266</u>	<u>2,028,281</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 1,202,168</u>	<u>\$ -</u>	<u>\$ 906,912</u>	<u>\$ 2,109,080</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 FEBRUARY 29, 2020

	Emergency Telephone System Fund	Grant Project	ROD- Technology Enhancement Fund	Total
Revenues:				
Restricted intergovernmental	\$ 442,116	\$ 138,232	\$ -	\$ 580,348
Permits and fees	-	-	119,133	119,133
Investment earnings	9,868	-	7,917	17,785
Total revenues	<u>451,984</u>	<u>138,232</u>	<u>127,050</u>	<u>717,266</u>
Expenditures:				
General government	-	211,385	82,146	293,531
Public safety	294,921	-	-	294,921
Total expenditures	<u>294,921</u>	<u>211,385</u>	<u>82,146</u>	<u>588,452</u>
Net change in fund balances	157,063	(73,153)	44,904	128,814
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>\$ 1,202,168</u>	<u>\$ (73,153)</u>	<u>\$ 899,266</u>	<u>\$ 2,028,281</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 FEBRUARY 29, 2020 AND THE YEAR ENDED JUNE 30, 2019**

	<u>Budget</u>	<u>February 29, 2020</u>	<u>Variance Positive (Negative)</u>	<u>June 30, 2019</u>	<u>February 28, 2019</u>
Revenues:					
Restricted intergovernmental	\$ 757,913	\$ 442,116	\$ (315,797)	\$ 548,007	\$ 319,671
Investment earnings	-	9,868	9,868	10,129	6,082
Total revenues	<u>757,913</u>	<u>451,984</u>	<u>(305,929)</u>	<u>558,136</u>	<u>325,753</u>
Expenditures:					
Operating costs	811,678	294,921	516,757	572,264	246,996
Capital outlay	<u>59,872</u>	-	<u>59,872</u>	-	-
Total expenditures	<u>871,550</u>	<u>294,921</u>	<u>576,629</u>	<u>572,264</u>	<u>246,996</u>
Revenues over (under) expenditures	(113,637)	157,063	270,700	(14,128)	78,757
Other Financing Sources (Uses):					
Transfers from general fund	<u>113,637</u>	-	<u>(113,637)</u>	-	-
Net change in fund balance	<u>\$ -</u>	157,063	<u>\$ 157,063</u>	(14,128)	78,757
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>\$ 1,202,168</u>		<u>\$ 1,045,105</u>	<u>\$ 1,137,990</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO
ACTUAL - GRANT PROJECT FUND
FROM INCEPTION AND FOR THE PERIOD ENDED FEBRUARY 29, 2020**

		Actual		
	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total to Date</u>
Revenues:				
Restricted intergovernmental	\$ 2,180,527	\$ 224,060	\$ 138,232	\$ 362,292
Total revenues	<u>2,180,527</u>	<u>224,060</u>	<u>138,232</u>	<u>362,292</u>
Expenditures:				
SAMHSA Expansion Grant FY 19-24	800,000	-	202,985	202,985
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>211,385</u>	<u>435,445</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	(73,153)	<u>\$ (73,153)</u>
Fund balance, beginning of year			-	
Fund balance, end of year			<u>\$ (73,153)</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 FEBRUARY 29, 2020 AND THE YEAR ENDED JUNE 30, 2019**

	Budget	February 29, 2020	Variance Positive (Negative)	June 30, 2019	February 28, 2019
Revenues:					
Permits and fees	\$ 165,500	\$ 119,133	\$ (46,367)	\$ 148,446	\$ 93,136
Investment earnings	6,000	7,917	1,917	8,097	5,021
Total revenues	<u>171,500</u>	<u>127,050</u>	<u>(44,450)</u>	<u>156,543</u>	<u>98,157</u>
Expenditures:					
General government	<u>201,276</u>	<u>82,146</u>	<u>119,130</u>	<u>154,335</u>	<u>88,037</u>
Revenues over (under) expenditures	(29,776)	44,904	74,680	2,208	10,120
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>	44,904	<u>\$ 44,904</u>	2,208	10,120
Fund balance, beginning of year		<u>854,362</u>		<u>852,154</u>	<u>852,154</u>
Fund balance, end of year		<u>\$ 899,266</u>		<u>\$ 854,362</u>	<u>\$ 862,274</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WATER FUND (NON-GAAP)
FEBRUARY 29, 2020

	Water Fund	Water Capital Projects	Total
Current Assets:			
Cash, cash equivalents and investments	\$ 29,093,217	\$ -	\$ 29,093,217
Restricted cash	3,223,896	28,018,818	31,242,714
Interest receivable	71,336	728	72,064
Receivables and special assessments, net	4,032,478	-	4,032,478
Due from other governmental agencies	253,083	158	253,241
Due from other funds	2,346,061	-	2,346,061
Inventories	1,598,543	-	1,598,543
Total current assets	<u>40,618,614</u>	<u>28,019,704</u>	<u>68,638,318</u>
Current Liabilities:			
Accounts payable and other liabilities	285,134	-	285,134
Customer deposits	2,003,811	-	2,003,811
Interest payable	247,889	-	247,889
Current portion of debt	1,425,773	-	1,425,773
Due to other funds	-	2,346,061	2,346,061
Total current liabilities	<u>3,962,607</u>	<u>2,346,061</u>	<u>6,308,668</u>
Expendable net position	36,656,007	25,673,643	62,329,650
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	(49,151,055)	-	(49,151,055)
Deferred inflow	(1,937,151)	-	(1,937,151)
Total net position	<u>\$ 137,232,166</u>	<u>\$ 25,673,643</u>	<u>\$ 162,905,809</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WATER SYSTEM
OPERATING FUND (NON-GAAP)
FOR THE PERIOD ENDED FEBRUARY 29, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR

	<u>Original Budget</u>	<u>Current Budget</u>	<u>February 29, 2020</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2019</u>	<u>February 28, 2019</u>
Revenues:							
User charges	\$ 23,874,280	\$ 25,230,540	\$ 19,939,148	\$ (5,291,392)	79%	\$ 24,609,641	\$ 16,432,619
Restricted intergovernmental	-	-	1,169,832	1,169,832	na	-	-
Investment earnings	130,000	255,000	285,100	30,100	112%	287,874	178,902
Other	622,985	724,304	507,938	(216,366)	70%	687,391	396,801
Total revenues	<u>24,627,265</u>	<u>26,209,844</u>	<u>21,902,018</u>	<u>(4,307,826)</u>	84%	<u>25,584,906</u>	<u>17,008,322</u>
Expenditures:							
Salaries	5,231,310	5,230,789	3,521,354	1,709,435	67%	5,011,538	3,515,962
Fringe benefits	2,421,427	2,429,167	1,605,263	823,904	66%	2,192,381	1,504,323
Operating expenditures	7,271,573	8,431,322	4,908,394	3,522,928	58%	9,156,206	6,253,798
Repairs and maintenance	1,823,751	3,120,370	1,858,389	1,261,981	60%	1,315,564	741,547
Capital outlay	2,791,000	5,132,735	2,167,904	2,964,831	42%	1,788,696	1,238,563
Debt Service:							
Principal	1,280,113	1,284,176	245,972	1,038,204	19%	1,220,859	273,955
Interest	956,203	952,141	530,510	421,631	56%	1,021,066	575,599
Total expenditures	<u>21,775,377</u>	<u>26,580,700</u>	<u>14,837,786</u>	<u>11,742,914</u>	56%	<u>21,706,310</u>	<u>14,103,747</u>
Revenues over (under) expenditures	2,851,888	(370,856)	7,064,232	7,435,088	-1905%	3,878,596	2,904,575
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	-	3,145,590	-	(3,145,590)	0%	-	-
Total other fin. sources (uses)	<u>(2,851,888)</u>	<u>370,856</u>	<u>(2,774,734)</u>	<u>(3,145,590)</u>	-748%	<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>\$ 4,289,498</u>	<u>\$ 4,289,498</u>		<u>\$ 3,386,687</u>	<u>\$ 2,114,575</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 FEBRUARY 29, 2020**

		Actual		
	Project Budget	Prior Year	Current Year	Total to Date
Revenues:				
Investment earnings	\$ 120,276	\$ 154,618	\$ 8,400	\$ 163,018
Investment earnings-debt proceeds	-	-	108,368	108,368
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>116,768</u>	<u>324,110</u>
Expenditures:				
Southeast Water Tank	50,550	50,550	5,529	56,079
FY16 Water Mains Top 7 and Apollo	1,773,285	1,731,758	-	1,731,758
Raw Water Mains Project	28,683,127	587,292	598,191	1,185,483
Shallotte Transmission Main	308,500	91,498	151,568	243,066
NW Plant Treatment Expansion 12MGD	21,095,980	7,371,483	2,906,594	10,278,077
74-76 Industrial Park Water Main	308,400	39,006	83,244	122,250
74-76 Mintz Dr. to Old Maco	85,000	-	28,993	28,993
Total expenditures	<u>52,304,842</u>	<u>9,871,587</u>	<u>3,774,119</u>	<u>13,645,706</u>
Revenues over (under) expenditures	(52,131,842)	(9,664,245)	(3,657,351)	(13,321,596)
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	(7,355,782)	-	-	-
Appropriated fund balance	1,783,497	-	-	-
Total other financing sources (uses)	<u>52,131,842</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>\$ 27,805,776</u>	<u>\$ 23,886,163</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WASTEWATER FUND (NON-GAAP)
FEBRUARY 29, 2020

	Wastewater Fund	Wastewater Capital Projects	Total
Current Assets:			
Cash and cash equivalents/investments	\$ 23,813,538	\$ -	\$ 23,813,538
Restricted cash	7,829,267	50,487,154	58,316,421
Interest receivable	57,109	1,833	58,942
Receivables and special assessments, net	5,533,479	-	5,533,479
Due from other governmental agencies	375,045	18	375,063
Due from other funds	653,334	-	653,334
Inventories	320,258	-	320,258
Total current assets	<u>38,582,030</u>	<u>50,489,005</u>	<u>89,071,035</u>
Current Liabilities:			
Accounts payable and other liabilities	154,644	-	154,644
Interest payable	792,374	-	792,374
Prepaid fees	389,133	-	389,133
Current portion of debt	10,791,282	-	10,791,282
Due to other funds	-	653,334	653,334
Total current liabilities	<u>12,127,433</u>	<u>653,334</u>	<u>12,780,767</u>
Expendable net position	26,454,597	49,835,671	76,290,268
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	(1,093,544)	-	(1,093,544)
Total net position	<u>\$ 111,398,668</u>	<u>\$ 49,835,671</u>	<u>\$ 161,234,339</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND

ACTUAL - WASTEWATER FUND (NON-GAAP)

FOR THE PERIOD ENDED FEBRUARY 29, 2020 AND THE YEAR ENDED JUNE 30, 2019

WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR

	Original Budget	Current Budget	February 29, 2020	Variance Positive (Negative)	% of Budget	June 30, 2019	February 28, 2019
Revenues:							
User charges	\$ 23,813,772	\$ 24,784,788	\$ 17,410,520	\$ (7,374,268)	70%	\$ 28,510,502	\$ 16,325,654
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	264,309	189,309	352%	290,021	178,209
Restricted intergovernmental	-	226,649	484,682	258,033	214%	288,260	-
Other	267,400	284,007	307,605	23,598	108%	367,793	345,859
Total revenues	<u>24,219,722</u>	<u>25,433,994</u>	<u>18,498,891</u>	<u>(6,935,103)</u>	73%	<u>29,655,448</u>	<u>16,895,986</u>
Expenditures:							
Salaries	2,983,766	3,155,553	1,955,102	1,200,451	62%	2,749,336	1,981,523
Fringe benefits	1,304,300	1,359,162	856,811	502,351	63%	1,163,007	808,990
Operating expenditures	4,114,151	4,487,748	2,823,927	1,663,821	63%	4,769,594	3,228,108
Repairs and maintenance	1,935,000	1,862,902	1,154,978	707,924	62%	1,636,061	1,075,006
Capital outlay	3,516,915	7,009,382	3,622,584	3,386,798	52%	3,265,498	2,145,538
Debt Service:							
Principal	10,366,460	10,499,229	792,929	9,706,300	8%	10,014,489	858,117
Interest	3,323,858	3,993,824	1,682,056	2,311,768	42%	3,688,908	1,892,116
Total expenditures	<u>27,544,450</u>	<u>32,367,800</u>	<u>12,888,387</u>	<u>19,479,413</u>	39.8%	<u>27,286,893</u>	<u>11,989,398</u>
Revenues over (under) expenditures	<u>(3,324,728)</u>	<u>(6,933,806)</u>	<u>5,610,504</u>	<u>12,544,310</u>	-81%	<u>2,368,555</u>	<u>4,906,588</u>
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	1,089,820	185,820	(904,000)	17%	1,858,584	375,000
Appropriated net position	<u>3,170,728</u>	<u>6,948,000</u>	<u>-</u>	<u>(6,948,000)</u>	0%	<u>-</u>	<u>-</u>
Total other fin. sources (uses)	<u>3,324,728</u>	<u>6,933,806</u>	<u>(918,194)</u>	<u>(7,852,000)</u>	-13%	<u>783,026</u>	<u>49,442</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,692,310</u>	<u>\$ 4,692,310</u>		<u>\$ 3,151,581</u>	<u>\$ 4,956,030</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
WASTEWATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED FEBRUARY 29, 2020**

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	\$ 97,302	\$ 46,276	\$ 51,026	\$ 97,302
Assessments	557,053	557,052	-	557,052
SAD interest and penalties	99,017	102,512	-	102,512
Investment earnings	106,020	148,462	13,065	161,527
Investment earnings-debt proceeds	-	-	209,457	209,457
West Brunswick Regional WWTP Southport Contribution	2,630,000	-	-	-
Total revenues	<u>3,489,392</u>	<u>854,302</u>	<u>273,548</u>	<u>1,127,850</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	2,599,771	3,924,493
NEBRWWTP East Transmission Main	3,616,997	4,122	470,239	474,361
NEBRWWTP West Transmission Main	2,891,839	-	512,445	512,445
Total expenditures	<u>54,975,989</u>	<u>2,489,000</u>	<u>3,582,455</u>	<u>6,071,455</u>
Revenues over (under) expenditures	(51,486,597)	(1,634,698)	(3,308,907)	(4,943,605)
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	(7,425,748)	(7,239,928)	(185,820)	(7,425,748)
Future capital projects	(2,946,946)	-	-	-
Appropriated fund balance	4,180,596	-	-	-
Total other financing sources (uses)	<u>51,486,597</u>	<u>(3,005,723)</u>	<u>53,258,673</u>	<u>50,252,950</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ (4,640,421)</u>	<u>\$ 49,949,766</u>	<u>\$ 45,309,345</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 FEBRUARY 29, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR**

	Budget	February 29, 2020	Variance Positive (Negative)	June 30, 2019	February 28, 2019
Revenues:					
Charges for services	\$ -	\$ -	\$ -	\$ 1,098,200	\$ 823,650
Investment earnings	-	21,683	21,683	21,619	12,919
Total revenues	-	21,683	21,683	1,119,819	836,569
Expenditures:					
Premiums	415,674	192,188	223,486	47,755	971,507
Revenues over (under) expenditures	(415,674)	(170,505)	245,169	1,072,064	(134,938)
Other financing sources (uses):					
Appropriated net position	415,674	-	(415,674)	-	-
Increase (decrease) in net position	\$ -	(170,505)	\$ (170,505)	1,072,064	(134,938)
Net position, beginning of year		2,049,988		977,924	977,924
Net position, end of year		\$ 1,879,483		\$ 2,049,988	\$ 842,986

Cash and Investments

A Summary of Cash and Investments is presented on the Brunswick County Government website as of February 29, 2020. It reports that the County had \$230.8 million of unrestricted cash and investments in all funds including those accruing for outside agencies that the county performs collections plus \$97.7 million of capital project restricted cash from debt proceeds. All cash and investments are earning an average yield of 1.29%.

BRUNSWICK COUNTY
SUMMARY OF CASH AND INVESTMENTS
AS OF FEBRUARY 29, 2020

	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			144,179,877			1.00%
Total Checking & Petty Cash				\$ 144,186,077	44%	
Money Markets / Savings						
SunTrust Money Market			5,055,692			0.75%
Total Money Markets / Savings				\$ 5,055,692	2%	
Certificates of Deposit / CDARS						
First Bank	3/28/19	3/28/20	20,616,237			2.35%
Total Certificates of Deposit / CDARS				\$ 20,616,237	6%	
NC Capital Management Trust - Government Portfolio				\$ 57,449,449	17%	1.45%
NC Capital Management Trust - Term Portfolio				\$ 3,464,955	1%	1.60%
Total Unrestricted Cash and Investments				\$ 230,772,409		
Restricted Cash and Investments						
Bond Proceeds & Debt Reserve Fund						
NC Capital Management Trust-Government Portfolio			\$ 96,072,055		29%	1.45%
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				\$ 97,682,821		
Grand Total All Cash and Investments				\$ 328,455,230	100%	1.29%

Cash Balances:

General Fund	\$ 125,875,991
County Capital Reserve Fund	29,289,757
School Capital Projects Fund	8,823,354
Water Fund	33,443,084
Water Capital Reserve Fund	7,394,038
Wastewater Fund	24,466,875
Wastewater Capital Reserve Fund	3,349,850

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		293,817	55%	
Feb	347,468	301,199	427,181	337,199	258,244		317,056	-6%	
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	2,011,800		87%

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		23,866,807	-11%	
Feb	1,880,768	1,937,509	2,086,134	2,100,604	2,490,412		2,522,834	1%	
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	128,946,179		101%

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		675,364	24%	
Feb	387,576	477,267	523,460	557,142	685,653		729,042	6%	
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	4,792,389		66%

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

ARTICLE 39 SALES TAX REVENUE 1% (POINT OF DELIVERY) (100000-323100)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	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		935,348	7%	
Dec	549,081	561,448	626,293	698,356	576,321		790,721	37%	
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	6,432,553		61%
ARTICLE 40 SALES TAX REVENUE 1/2% (PER CAPITA) 30% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE (100000-323201,323202)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	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		731,594	15%	
Dec	479,879	509,491	583,254	636,108	692,311		725,423	5%	
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	4,359,026		55%
ARTICLE 42 SALES TAX REVENUE 1/2% (POINT OF DELIVERY) (APPROXIMATELY 60% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE) (100000-323301, 323302)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	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		662,923	11%	
Dec	397,148	412,136	471,285	522,056	488,465		597,475	22%	
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	4,322,954		59%

Note: Sales Taxes are 2 months behind in reporting.

**County of Brunswick
Water Fund Revenues**

WATER RETAIL SALES REVENUE (617110-371316)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
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		488,365	42%	
Feb	295,333	318,297	322,884	424,539	344,991		474,511	38%	
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	5,370,660	4,328,067		81%

IRRIGATION REVENUE (617110-371319)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
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		54,445	21%	
Feb	10,667	17,443	17,281	42,193	12,900		21,440	66%	
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	3,214,000	2,907,046		90%

WATER WHOLESALE REVENUE (617110-371317)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
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		378,791	26%	
Feb	240,348	243,372	293,671	254,055	329,861		346,753	5%	
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	5,950,000	4,618,097		78%

**County of Brunswick
Water Fund Revenues**

WATER INDUSTRIAL REVENUE (617110-371318)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	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		75,047	-42%	
Feb	148,278	177,624	144,230	145,744	169,457		330,804	95%	
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	1,541,292		70%

WATER BASE SERVICE CHARGE REVENUE (617110-371308)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	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		529,586	3%	
Feb	445,701	465,506	481,021	498,450	515,996		525,462	2%	
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	4,215,766		67%

WATER TAPS AND CONNECTION REVENUE (617180-371305)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	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		75,364	-15%	
Feb	55,395	58,684	88,268	65,659	111,682		140,452	26%	
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	726,421		85%

**County of Brunswick
Water Fund Revenues**

WATER CAPITAL RECOVERY REVENUE (619100-371404)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	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		212,681	165%	
Feb	78,674	83,303	80,368	43,033	108,298		126,263	17%	
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	998,392		145%

WATER TRANSMISSION LINE REVENUE (619800-371309)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	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		77,458	113%	
Feb	30,550	25,571	35,550	24,480	44,692		58,888	32%	
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	369,940		159%

**County of Brunswick
Wastewater Fund Revenues**

WASTEWATER RETAIL SALES REVENUE (627210-371405)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
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		1,172,706	42%	
Jan	648,827	700,776	739,484	778,549	823,964		1,113,756	35%	
Feb	651,892	705,035	740,280	835,392	825,743		1,054,807	28%	
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	8,613,381		74%

WASTEWATER TAPS & CONNECTIONS REVENUE (627220-371402)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
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		163,712	-22%	
Feb	172,000	119,375	164,450	97,250	121,000		236,980	96%	
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	-	1,496,673		#DIV/0!

WASTEWATER CAPITAL RECOVERY REVENUE (629100-371404)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
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		230,092	-21%	
Feb	168,764	150,635	214,802	134,813	320,135		405,333	27%	
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	2,382,650		397%

**County of Brunswick
Wastewater Fund Revenues**

WASTEWATER TRANSMISSION LINE FEES (629800-371309)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	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		75,597	-21%	
Feb	56,259	44,213	68,932	49,027	104,837		199,392	90%	
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	846,167		423%

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	43,632	172
Jan	36,679	38,318	39,573	40,982	42,379	43,703	71
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	43,363	769

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	19,215	58
Jan	14,237	15,382	16,235	17,241	18,206	19,242	27
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	19,059	426



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # V. - 14.

From:

Jan Clemmons

GIS - First Reading and Schedule Public Hearing on April 20,
2020 For Street Name Adoptions

Issue/Action Requested:

Request that the Board of Commissioners approve the first reading of the street names and set the date of the Public Hearing for April 20, 2020.

Background/Purpose of Request:

The attached street name were named by the property owners, the GIS Department or by recorded survey.

<u>TO</u>	<u>FROM</u>	<u>TOWNSHIP</u>
ALDEN DR SE	NONE	TOWN CREEK
BEACH BARN LN SW	NONE	LOCKWOOD FOLLY
BIGHORN DR NW	NONE	LOCKWOOD FOLLY
BROWN BARK CIR NE	NONE	NORTHWEST
CALADENIA WAY NE	NONE	NORTHWEST
CELTIC CT SE	NONE	LOCKWOOD FOLLY
CHESTER WAY NE	NONE	TOWN CREEK
COACHWOOD CT NW	NONE	NORTHWEST
CUMBRIA CT SE	NONE	TOWN CREEK
DANDY ACRES LN SE	NONE	LOCKWOOD FOLLY
DOUBLE L FARM LN NW	NONE	WACCAMAW
E LINDLEY LN SW	NONE	SHALLOTTE
E TIMBER CREST DR NE	NONE	NORTHWEST
FALMOUTH CT SW	NONE	SHALLOTTE
FURPLESS DR SE	NONE	SMITHVILLE
GODNEY CT SE	NONE	LOCKWOOD FOLLY
HENDRIX FARM LN NW	NONE	WACCAMAW
LAVENDER CT NE	NONE	NORTHWEST
LITTLE BLUESTEM LN NE	NONE	NORTHWEST
LOCKSLEY PL SW	NONE	SHALLOTTE
LOFTUS WAY NE	NONE	TOWN CREEK
LONG POND RD SW	NONE	SHALLOTTE
MALTWOOD CT SE	NONE	LOCKWOOD FOLLY
MASHPEE CT SW	NONE	SHALLOTTE
MURRAY FARM TRL NE	NONE	TOWN CREEK
PINE NUT DR NE	NONE	NORTHWEST
RACHEL GRAHAM LN NE	NONE	WACCAMAW
RADIO STATIC LN SE	NONE	TOWN CREEK
REGATTA LN SW	NONE	SHALLOTTE
ROCKIN S TRL SW	NONE	LOCKWOOD FOLLY
SANKEY CT SE	NONE	TOWN CREEK

SCARLET BERRY CT NE	NONE	NORTHWEST
SOGGY BOTTOM RD NE	NONE	NORTHWEST
SPICE BIRCH CT NE	NONE	NORTHWEST
SPIVEY CT NE	NONE	NORTHWEST
ST DUNSTAN CT SE	NONE	LOCKWOOD FOLLY
ST JOSEPH DR SE	NONE	LOCKWOOD FOLLY
SUNSET STABLES TRL SE	NONE	LOCKWOOD FOLLY
SWEET SASSAFRAS ST NE	NONE	NORTHWEST
THATCHER LN NE	NONE	TOWN CREEK
THE POINTE CLUB DR NE	NONE	NORTHWEST
W LINDLEY LN SW	NONE	SHALLOTTE
W TIMBER CREST DR NE	NONE	NORTHWEST
YARRABEE LN NE	NONE	NORTHWEST

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners approve the first reading of the street names and set the date of the Public Hearing for April 20, 2020.

ATTACHMENTS:

Description

- ▣ List of streets to be adopted

TO	FROM	TOWNSHIP
ALDEN DR SE	NONE	TOWN CREEK
BEACH BARN LN SW	NONE	LOCKWOOD FOLLY
BIGHORN DR NW	NONE	LOCKWOOD FOLLY
BROWN BARK CIR NE	NONE	NORTHWEST
CALADENIA WAY NE	NONE	NORTHWEST
CELTIC CT SE	NONE	LOCKWOOD FOLLY
CHESTER WAY NE	NONE	TOWN CREEK
COACHWOOD CT NW	NONE	NORTHWEST
CUMBRIA CT SE	NONE	TOWN CREEK
DANDY ACRES LN SE	NONE	LOCKWOOD FOLLY
DOUBLE L FARM LN NW	NONE	WACCAMAW
E LINDLEY LN SW	NONE	SHALLOTTE
E TIMBER CREST DR NE	NONE	NORTHWEST
FALMOUTH CT SW	NONE	SHALLOTTE
FURPLESS DR SE	NONE	SMITHVILLE
GODNEY CT SE	NONE	LOCKWOOD FOLLY
HENDRIX FARM LN NW	NONE	WACCAMAW
LAVENDER CT NE	NONE	NORTHWEST
LITTLE BLUESTEM LN NE	NONE	NORTHWEST
LOCKSLEY PL SW	NONE	SHALLOTTE
LOFTUS WAY NE	NONE	TOWN CREEK
LONG POND RD SW	NONE	SHALLOTTE
MALTWOOD CT SE	NONE	LOCKWOOD FOLLY
MASHPEE CT SW	NONE	SHALLOTTE
MURRAY FARM TRL NE	NONE	TOWN CREEK
PINE NUT DR NE	NONE	NORTHWEST
RACHEL GRAHAM LN NE	NONE	WACCAMAW
RADIO STATIC LN SE	NONE	TOWN CREEK
REGATTA LN SW	NONE	SHALLOTTE
ROCKIN S TRL SW	NONE	LOCKWOOD FOLLY
SANKEY CT SE	NONE	TOWN CREEK
SCARLET BERRY CT NE	NONE	NORTHWEST
SOGGY BOTTOM RD NE	NONE	NORTHWEST

SPICE BIRCH CT NE	NONE	NORTHWEST
SPIVEY CT NE	NONE	NORTHWEST
ST DUNSTAN CT SE	NONE	LOCKWOOD FOLLY
ST JOSEPH DR SE	NONE	LOCKWOOD FOLLY
SUNSET STABLES TRL SE	NONE	LOCKWOOD FOLLY
SWEET SASSAFRAS ST NE	NONE	NORTHWEST
THATCHER LN NE	NONE	TOWN CREEK
THE POINTE CLUB DR NE	NONE	NORTHWEST
W LINDLEY LN SW	NONE	SHALLOTTE
W TIMBER CREST DR NE	NONE	NORTHWEST
YARRABEE LN NE	NONE	NORTHWEST



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

From:
David Stanley, HHS Director

Action Item # V. - 15.

Health and Human Services - WARM 2020 Urgent Repair
Program Support Request

Issue/Action Requested:

Request that the Board of Commissioners support an application and 20% funding match up to a maximum of \$20,000 for the 2020 Urgent Repair Program to be submitted by the Wilmington Area Rebuilding Ministry, Inc. (WARM) for their housing rehabilitation activities in Brunswick County.

Background/Purpose of Request:

Ms. JC Lyle, WARM Executive Director, has requested that Brunswick County provide a letter of support for the funding application and a \$20,000 match should WARM be awarded the 2020 Urgent Repair Program from the NC Housing Finance Agency. As a grantee of Brunswick County, WARM has committed to provide documentation that the match funding is spent on urgent repairs and accessibility upgrades for low-income homeowners in Brunswick County. These matching funds if approved will be disbursed to WARM for the reimbursement of hard cost only for Brunswick County residents at a rate of 20% of the total cost of the Urgent Repair Program in Brunswick County during the FY-2021 budget year. A proposed letter from the county and resolution attached. Staff recommends approval of the request.

Fiscal Impact:

Reviewed By Director of Fiscal Operations
Matching funds will be budgeted in FY 21

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners support an application and 20% funding match up to a maximum of \$20,000 for the 2020 Urgent Repair Program to be submitted by the Wilmington Area Rebuilding Ministry, Inc. (WARM) for their housing rehabilitation activities in Brunswick County.

ATTACHMENTS:

Description

- WARM Request for matching funds 2020
- 2020-03-16 Urgent Repair Program Resolution of Commitment



WILMINGTON AREA REBUILDING MINISTRY

5058 WRIGHTSVILLE AVENUE - WILMINGTON, NC - 28403
910.399.7563 - WWW.WARMNC.ORG - INFO@WARMNC.ORG
GENERAL CONTRACTING LICENSE #78118

January 30, 2020

Brunswick County Commissioners
Via Email

Dear Commissioners,

Thank you again for trusting WARM with the Urgent Repair Program (URP) for Brunswick County. We've used URP funds to boost WARM's capacity in the county. Our board and staff have worked hard to provide a strong return on your investment.

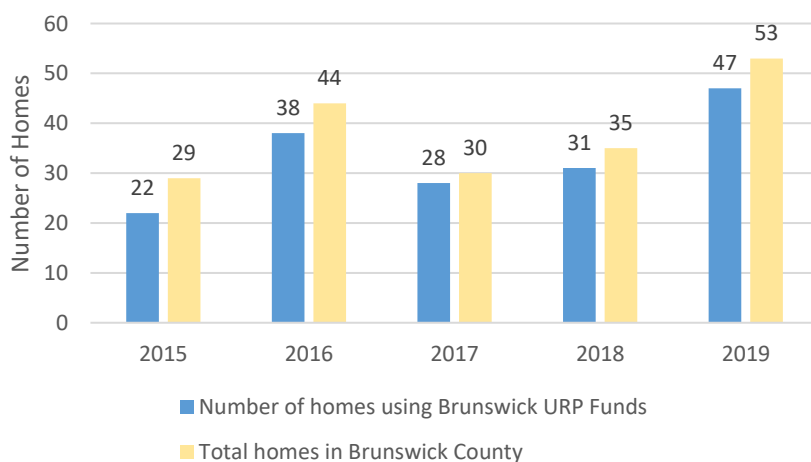
In 2019, 5% of WARM's revenue came from sources inside Brunswick County while 28% of WARM's rebuilds were located in Brunswick County. This is the benefit of working with a multi-county agency with the ability to secure regional, state, and federal funds.

I'm happy to report that since Hurricane Florence, WARM has further increased our capacity in the field. We've hired two additional highly skilled construction professionals and recruited dozens more Brunswick County volunteers.

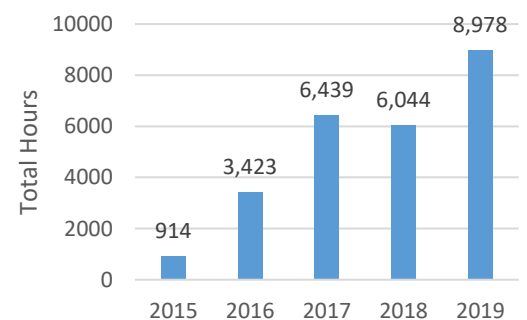
As you may know, WARM also attracts mission teams from other parts of the country, from as far away as North Dakota and Kansas! We deploy them all over our service area and have recently secured two new locations for them to stay in Brunswick County so they can serve nearby.

Here's an update of our progress in Brunswick County since you first invited WARM to administer the county's URP program. Please note that the cost of each rebuild is different, so fluctuations in the number of rebuilds (chart on left) will occur from year to year.

Brunswick Co WARM Rebuilds



Total Volunteer Hours in Brunswick County



Since WARM's founding in 1996, we have served 281 Brunswick County families! But we don't do it alone.

I am writing to ask again for a grant in the amount of \$20,000 to serve as matching funds for WARM's application for URP funds from the NC Housing Finance Agency. As a grantee of Brunswick County, WARM will provide documentation that the \$20,000 is spent on urgent repairs and accessibility upgrades for low-income homeowners in Brunswick County.



This map shows WARM's waiting list in Brunswick County: 49 low-income seniors, veterans, disabled individuals, and working families. Of those, 21 have damage caused by Hurricane Florence.

Even now, over a year since Hurricane Florence hit our region, we continue to receive applications as low-wealth families exhaust all other options and turn to WARM for help.

In addition to completing desperately needed home repairs, WARM chairs the Construction Committee of the Brunswick

County VOAD (Volunteer Organizations Active in Disaster). In this role, we help to coordinate efforts and support the great work of others involved in owner occupied rehab such as Brunswick County Habitat for Humanity, United Methodists, and Baptist on Mission.

Feel free to contact me with any questions or concerns by email JCLyle@warmnc.org or on my mobile: 910.540.5326.

We look forward to continuing our growth in Brunswick County and a continued partnership with the county government.

Sincerely,

JC Lyle
Executive Director

County of Brunswick
Office of the County Commissioners



BRUNSWICK COUNTY

FY20 WARM URGENT REPAIR APPLICATION

RESOLUTION OF COMMITMENT

WHEREAS, Brunswick County wishes to demonstrate local support for the Wilmington Area Building Ministry, Inc. (WARM) FY20 Urgent Repair application; and

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

NOW, THEREFORE, the Board of Commissioners of Brunswick County hereby resolves to commit \$20,000.00 in unrestricted local revenues to the FY20 Urgent Repair Program project. If the project is funded, these funds will be restricted in use for Brunswick County residents and be disbursed for "hard cost only" at the discretion of the Urgent Repair administrator during the FY-2021 budget year.

RESOLVED this 16th day of March, 2020.

Frank L. Williams, Chair
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

From:

Stephanie Lewis, Operation Services
Director

Action Item # V. - 16.

Operation Services - Resolution Exempting SPCC Plans for Oil
Storage Facilities

Issue/Action Requested:

Request that the Board of Commissioners approve a resolution exempting procurement of design services for Spill Prevention Control and Countermeasure (SPCC) Plans for Oil Storage Facilities.

Background/Purpose of Request:

Brunswick County Operation Services needs to update and re-certify certain SPCC plans for various oil storage facilities operated by Brunswick County. The projected cost for these services is \$2,100. N.C.G.S. 143-64.32 authorizes local governments to exempt contract for design services from qualifications-based selection requirements if the estimated fee is less than \$50,000.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners approve a resolution exempting procurement of design services for Spill Prevention Control and Countermeasure (SPCC) Plans for Oil Storage Facilities.

ATTACHMENTS:

Description

- Resolution Exempting SPCC Plans

County of Brunswick
Office of the County Commissioners



**RESOLUTION EXEMPTING SPILL PREVENTION CONTROL AND COUNTER
MEASURE ("SPCC") PLANS FOR OIL STORAGE FACILITIES**

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, the "Services") to be based on qualifications and without regard to fee; and

WHEREAS, Brunswick County proposes to enter into an agreement for the update and re-certification of certain SPCC Plans for various oil storage facilities operated by Brunswick County; and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for said 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 Services for the above-described project is less than \$50,000.

NOW, THEREFORE, the Brunswick County Board of Commissioners resolves:

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.

This the 16th day of March, 2020.

Frank L. Williams, Chair
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners

ACTION AGENDA ITEM

March 16, 2020

Action Item # V. - 17.

Operation Services - Water Management Projects

From:

Stephanie Lewis, Operation Services
Director

Issue/Action Requested:

Request that the Board of Commissioners approve the proposed water management projects by the Mosquito Control Division.

Background/Purpose of Request:

Operation Services' Mosquito Control Division has historically performed these types of water management projects in Brunswick County. The Mosquito Control division has obtained the appropriate approvals from the US Army Corps of Engineers and the state of North Carolina to perform these projects.

The 3904 Business 17 E Project is located at 3904 Business 17 E, Bolivia, NC. The project consists of cleaning out approximately 1,205 feet of existing ditch to the original depth of construction using a small excavator, placing debris in uplands and seeding all disturbed areas with coastal seed mix to prevent erosion. This project will take approximately 40 hours to complete. Projected equipment costs for the project are as follows: Small Excavator (OSE126) 35 hours, \$1,365; Flat Bed Dump Truck (OS-07-92) 4 hours, \$100; Trailer (OS-00-39) 4 hours, \$40; Pickup Truck (OS-19-103) 10 hours, \$228.50, chainsaws, gas and oil, \$70. Material costs for coastal grass seed mix is \$25. Projected man hours for the project are as follows: Abram Young, project coordinator) 40 hours, \$1,030.40; Matthew Dupont (vector control operator) 40 hours, \$925.60 and Jordan Davis (vector control operator) 40 hours, \$912.80. The estimated total cost of the project is \$4,697.30.

The 1013 Sea Shrimp Street SW Project is located at 1013 Sea Shrimp Street SW, Supply, NC. The project consists of cleaning out approximately 790 feet of existing ditch using a small excavator, placing debris in uplands and seeding all disturbed areas with coastal seed mix to prevent erosion. This project will take approximately 40 hours to complete. Projected equipment costs are as follows: Small Excavator (OSE126) 35 hours, \$1,365; Flat Bed Dump Truck (OS-07-92) 4 hours, \$100; Trailer (OS-00-39) 4 hours, \$40; Pickup Truck (OS-19-103) 10 hours, \$228.50 and chainsaws, gas and oil, \$70. Material costs for coastal seed mix is \$25. Projected man hours for the project are as follows: Abram Young (project coordinator) 40 hours, \$1,030.40; Matthew Dupont (vector control operator) 40 hours, \$925.60 and Jordan Davis (vector control operator) 40 hours, \$912.80. The estimated total cost of the project is \$4,697.30.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners approve the proposed water management projects by the Mosquito

Control Division.

ATTACHMENTS:

Description

- ▣ Correspondence & Approval

Jeff Brown

From: Beecher, Gary H CIV USARMY CESAW (USA) <Gary.H.Beecher@usace.army.mil>
Sent: Monday, January 13, 2020 2:13 PM
To: Jeff Brown
Subject: RE: 3904 Business 17 E Bolivia, NC 28422 Brunswick County Mosquito Control

Follow Up Flag: Follow up
Flag Status: Flagged

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.

Jeff,

This project can be done under a non- reporting NWP 3 for maintenance.

USACE Project ID:
SAW-2020-00090

Just be sure to use wooden matting if it looks like you might be running heavy equipment in wetland areas.

Where and how will the spoil material be placed and handled?

Gary

-----Original Message-----

From: Jeff Brown [mailto:Jeff.Brown@brunswickcountync.gov]
Sent: Thursday, January 2, 2020 1:48 PM
To: Beecher, Gary H CIV USARMY CESAW (USA) <Gary.H.Beecher@usace.army.mil>
Subject: [Non-DoD Source] FW: 3904 Business 17 E Bolivia, NC 28422 Brunswick County Mosquito Control

Gary,
2020 is off to a quick start. Can you comment on which nationwide permits we will be using for this project. During our site visit I believe we discussed NWP 3. The Board of Commissioners prefers that your office review and comment in writing when the project involves using motorized equipment. This lets you know where we will be working and keeps or office in regulatory compliance.
thanks a bunch

Jeff Brown
Mosquito Supervisor
Brunswick County
910-253-2507
910-547-0256

-----Original Message-----

From: Jeff Brown

Sent: Friday, August 23, 2019 9:39 AM

To: Beecher, Gary H CIV USARMY CESAW (US) <Gary.H.Beecher@usace.army.mil>

Subject: 3904 Business 17 E Bolivia, NC 28422 Brunswick County Mosquito Control

Gary,

This project involves cleaning out approximately 1,205 feet of existing ditch to the original depth of construction, using small excavator (730 ft.), cleaning by hand (475 ft.), placing debris on uplands, and seeding all disturbed areas with coastal seed mix to prevent erosion. Can we proceed with this project or do we need an onsite investigation?

Jeff Brown

910-253-2507

910-253-2515

Jeff Brown

From: Beecher, Gary H CIV USARMY CESAW (USA) <Gary.H.Beecher@usace.army.mil>
Sent: Monday, January 13, 2020 3:37 PM
To: Jeff Brown
Cc: Abram Young
Subject: RE: 1013 Sea Shrimp ST SW Supply, NC 28462 Brunswick County Mosquito Control

Follow Up Flag: Follow up
Flag Status: Flagged

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.

Jeff,

After reviewing this project it appears that it can also be issued as a Non Reporting NWP 3 for Ditch Maintenance.

USACE Project ID:
SAW-2020-00091

Be sure to use wood matting if working near potential wetland areas. The spoil from this project cannot be placed in abutting wetlands, it must be placed in upland areas.

Respectfully,

Gary

-----Original Message-----

From: Jeff Brown [mailto:Jeff.Brown@brunswickcountync.gov]
Sent: Thursday, January 2, 2020 1:49 PM
To: Beecher, Gary H CIV USARMY CESAW (USA) <Gary.H.Beecher@usace.army.mil>
Cc: Abram Young <Abram.Young@brunswickcountync.gov>
Subject: [Non-DoD Source] FW: 1013 Sea Shrimp ST SW Supply, NC 28462 Brunswick County Mosquito Control

Gary,
2020 is off to a quick start. Can you comment on which nationwide permits we will be using for this project. I believe we discussed NWP 3. The Board of Commissioners prefers that your office review and comment in writing when the project involves using motorized equipment. This lets you know where we will be working and keeps our office in regulatory compliance.

Thanks a bunch
Jeff Brown
Mosquito Supervisor
Brunswick County

910-253-2507

910-547-0256

-----Original Message-----

From: Jeff Brown

Sent: Friday, August 23, 2019 9:20 AM

To: Beecher, Gary H CIV USARMY CESAW (US) <Gary.H.Beecher@usace.army.mil>

Subject: 1013 Sea Shrimp ST SW Supply, NC 28462 Brunswick County Mosquito Control

Gary,

This project involves cleaning out approximately 790 feet of existing ditch to the original depth of construction, using small excavator (500 ft.), cleaning by hand (290 ft.), placing debris on uplands, and seeding all disturbed areas with coastal seed mix to prevent erosion.

May we proceed with this project or will you need a site ingestion?

Let me know

Jeff Brown

910-253-2507

910-547-0256



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

From:

Aaron Perkins, Director of Parks & Recreation

Action Item # V. - 18.

Parks & Recreation - Brunswick Arts Council Grassroots Grant Award

Issue/Action Requested:

Request that the Board of Commissioners accept the FY19-20 Grassroots Grant of \$5,000 awarded by Brunswick Arts Council.

Background/Purpose of Request:

The Brunswick County Parks and Recreation Department has been awarded \$5,000 to assist our office with providing art experiences for the community. Funds will be used to support concerts throughout the county. A one-to-one match is required with this award which is provided in the current budget.

Staff recommends approval of the FY 19-20 Grassroots Grant awarded by Brunswick Arts Council in the amount of \$5,000.

Fiscal Impact:

Budget Amendment Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates \$5,000 revenues restricted for grant award.

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners accept the FY19-20 Grassroots Grant of \$5,000 awarded by Brunswick Arts Council.

ATTACHMENTS:

Description

- ☐ BAC Award Letter
- ☐ Brunswick County Grant Application Evaluation Form
- ☐ State Grant Certification
- ☐ 20200316 Budget Amendment FY20 Grassroots_Grant.pdf

SUBGRANT AWARD LETTER

January 29, 2020

Ms. Melinda Johnson, Marketing & Community Events Coordinator
Brunswick County Parks & Recreation
PO Box 249
Bolivia, NC 28422

Dear Brunswick County Parks & Recreation,

I am pleased to advise you that the Brunswick Arts Council subgrants panel has approved a grant award of \$5,000.00 for ARTIST SUPPORT to your organization to support your BRUNSWICK COUNTY FREE CONCERT & MOVIE SERIES program this year. This grant is made possible by the North Carolina Arts Council's Grassroots Arts Grant Program.

The Brunswick Arts Council Grassroots Program received requests totaling \$31,050 from Brunswick County organizations this year. It was a very competitive process, and we are pleased that your program was funding this year.

Please find in this award packet the following:

- **Grant Instructions and Contract:** Please read instructions thoroughly and keep them on file, along with a copy of your grant contract. One grant contract MUST be signed and returned to Brunswick Arts Council before funds can be distributed.
- **No Overdue Tax Debts Form:** Non-government subgrantees must submit a No Overdue Tax Debts Form along with their grant contract. A copy is included in your grant package.
- **Final Report Form:** Each subgrant recipient must complete a final report at the completion of their project. Reports are due to the Brunswick Arts Council by (deadline date – of June 15, 2020).

Thank you for coordinating a project and agreeing to comply with state guidelines in administering your subgrant. If I can assist you further, please contact me.

Regards,

Executive Director/ Mary Beth Livers

GRASSROOTS ARTS PROGRAM SUBGRANT CONTRACT 2019-20

THIS AGREEMENT, made by and between Brunswick Arts Council and Associated Artists of Southport (subgrantee)

WITNESS THAT:

WHEREAS, Brunswick Arts Council with the aid of the North Carolina Arts Council, desires to award the grant described on the enclosed Grant Notice subject to the availability of funds from the North Carolina General Assembly.

NOW THEREFORE, by signing the Agreement the Grantee agrees to and will comply with the terms and conditions set forth below and in the enclosures to this contract.

The Grantee must match this grant according to the project budget shown in the application or any subsequent approved revision of that budget. Any revised budget must be attached to this contract and approved by the Brunswick Arts Council before this contract is valid.

The Grant Notice with any stipulations, the instructions and the grantee requirements outlining administrative procedures, acknowledgement standards and compliance conditions are enclosed as a binding part of this contract. Acceptance of this award constitutes an obligation upon the Grantee to fulfill the terms of this contract and its enclosures.

IN WITNESS WHEREOF, Brunswick Arts Council and the Grantee have executed this Agreement as of the date attested by Brunswick Arts Council below.

Signature of Subgrantee Authorizing Official

Date Signed

Typed or Printed Name and Title of Subgrantee Authorizing Official

Signature of Subgrantee Contact Person

Date Signed

Typed Printed Name and Title of Subgrantee Contact Person

ATTEST

Executive Director, Brunswick Arts Council

Date Executed

SUBGRANT INSTRUCTIONS

Please read the following information carefully and use it as a checklist in fulfilling your obligations for the Grassroots Arts Program subgrant. If you have questions about any of this material, contact Mary Beth Livers, Executive Director, Brunswick Arts Council, home cell 910.448.1016, BAC cell 910.899.8407, BAC email: execdir.brunswickartscouncil@gmail.org.

1. Sign and return grant contract and No Overdue Tax Debts Form

Please review your grant notice. If your grant was not funded at the level you requested, you may need to revise your project budget. Before you begin, note any stipulations contained in the grant notice. If you cannot implement your project at the reduced grant amount, please notify Mary Beth at Brunswick Arts Council immediately.

Please sign the Grant Contract and return one (1) copy along with the No Overdue Tax Debts form to Brunswick Arts Council Grassroots Grants at PO Box 6275, Ocean Isle, NC 28469. Please return these forms by February 3, 2020 for processing.

2. Make sure you have matching funds in place

All grantees are required to match grant amounts dollar for dollar. The funds must come from other public or private sources. One Brunswick Arts Council Grassroots Grants or North Carolina Arts Council grant may not be used to match another. Matching funds may not come from another State or Federal grant.

3. Use the North Carolina Arts Council and the Brunswick Arts Council credit line and logo

The N. C. Arts Council is the steward of state and federal tax-supported public funds for the arts. In acknowledging the roles of N.C. Arts Council and Brunswick Arts Council in your event or project, you are recognizing the part that public funds play in promoting the arts. The N.C. Arts Council logo and Brunswick Arts Council logo must be prominently displayed on-site and in all publicity and printed materials. You are welcome to display the NEA logo at any time, but if the source of funds on your grant says “federal funds,” you **must** display the NEA logo.

Logo Use and Credit Line

The North Carolina Arts Council logo and the Brunswick Arts Council logo must be prominently displayed on-site and in all publicity and printed materials. You are welcome to display the NEA logo at any time, but if the source of funds on your grant says “federal funds,” you **must** display the NEA logo.

Credit Line

Printed material and publicity regarding North Carolina Arts Council grants, funded activities, and/or partnerships must contain the following language **with** the appropriate logo(s):

For those who receive State funding only:

This project was supported by the Brunswick Arts Council Grassroots Program, a Designated County Partner of the North Carolina Arts Council, which is a division of the Department of Natural and Cultural Resources.

Example:



This project was supported by the Brunswick Arts Council Grassroots Program, a Designated County Partner of the North Carolina Arts Council, which is a division of the Department of Natural and Cultural Resources.

For those who receive State and Federal funding:

This project was supported by the Brunswick Arts Council Grassroots Program, a Designated County Partner of the North Carolina Arts Council, which is a division of the Department of Natural and Cultural Resources, with funding from the National Endowment for the Arts

Example:



This project was supported by the Brunswick Arts Council Grassroots Program, a Designated County Partner of the North Carolina Arts Council, which is a division of the Department of Natural and Cultural Resources, with funding from the National Endowment for the Arts

Donor Recognition

If your organization lists donor participation in printed materials or on your website, you must list the N.C. Arts Council and Brunswick Arts Council in the appropriate category (i.e. Benefactors \$25,000 – \$49,000, Directors \$10,000 – \$24,999, Sponsors \$5,000 – \$9,999, etc.). For radio, television and non-written announcements, please use the credit line language above.

In written communication, North Carolina Arts Council should always be written out on first reference. The use of NCAC is internal nomenclature for the arts industry so please do not use this on materials for the public. We prefer: North Carolina Arts Council or N.C. Arts Council on second reference. Brunswick Arts Council may be written out in full text.

Reproducing the Arts Council Logo

Grantees may download a print quality logo from the N.C. Arts Council's website at <http://ncarts.org/resources/grants/logo-use>. Do not reproduce the logo from faxed or photocopied images. The logo must be reproduced as a unit without alteration. The logo may be no smaller than 1" wide. The circle with the word "ARTS" must be at least the size of a nickel, although the size of a quarter is preferable. [Please see the Visual Guide](#). The NEA logo can be

downloaded from <https://www.arts.gov/grants/manage-your-award/nea-logo>.

Brunswick Arts Council Logo is available from <http://brunswickartscouncil.org/grants/>

We encourage you to place the N.C. Arts Council and the Brunswick Arts Council logos on your website and in your e-newsletters and link it to <http://www.ncarts.org> and <http://brunswickartscouncil.org>.

Web and Social Media USAGE:

Please make sure that digital versions of the North Carolina Arts Council logo link to our primary website www.NCArts.org. Join our social media network and tag NCArts.

Facebook: <https://www.facebook.com/ncarts>

Twitter: <https://twitter.com/ncartscouncil>

Instagram: <https://www.instagram.com/ncartscouncil/>

YouTube: <https://www.youtube.com/user/NCArts>

Approved Boilerplate

If you have additional room in your playbill or publication to promote the Brunswick Arts Council and the North Carolina Arts Council beyond the credit line, please use the approved language below with our logo:

The North Carolina Arts Council builds on our state's longstanding love of the arts, leading the way to a more vibrant future. The Arts Council is an economic catalyst, fueling a thriving nonprofit creative sector that generates \$2.12 billion in direct economic activity. The Arts Council is also a cultural pathfinder, sustaining diverse arts expression and traditions and investing in new innovative approaches to art-making. The North Carolina Arts Council has also proven to be a champion for youth by cultivating tomorrow's creative citizens through arts education. www.NCArts.org

The Mission of the Brunswick Arts Council is to support, sustain, enhance and cultivate the arts in Brunswick County making cultural events, arts education and appreciation of the arts available to the diverse range of county residents. www.brunswickartscouncil.org

Questions about Logo Use?

North Carolina Arts Council Director of Marketing at (919) 814-6530.

4. Thank your Legislators

Brunswick Arts Council requires all subgrantees to write their Legislators to thank them for appropriating funds for their grants and to inform them of the project activities and community impact. A copy of all letters to legislators must be attached to your final report. Refer to the Letter to Legislator as an example. We hope you will also invite Legislators to attend any performances, exhibitions, or other project-related activities.

5. Keep Brunswick Arts Council staff informed

Please keep Mary Beth Livers, staff informed about your project activities. Please invite them to attend any performances, exhibitions, or other grant-related activities. If your program or project changes significantly and you need to revise your project budget by more than 10-percent of the total, you must submit a written request in advance. Call Mary Beth Livers to discuss any revisions before submitting a written request.

Grantees must inform Brunswick Arts Council no later than Brunswick Arts Council if you will not be able to spend all your grant funds. Refunds should be returned to Brunswick Arts Council as soon as possible and no later than May 31, 2020.

6. Submit your Final Reports by June 15, 2020

At the end of the project period, all grantees are required to report on how grant funds were used. Please complete the enclosed Report Form, following all instructions carefully and return the form no later than June 15, 2020.

Failure to complete your final report by the deadline renders the grantee ineligible to apply for the Grassroots Arts Program funds the next fiscal year.

State Grant Certification – No Overdue Tax Debts ¹

Instructions: Grantee should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of the State Budget and Management

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the **[insert organization's name]** does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

[Name of Board Chair] and **[Name of Second Authorizing Official]** being duly sworn, say that we are The Board Chair and **[Title of Second Authorizing Official]**, respectively, and **[name of organization]** Of **[City]**, in the state of North Carolina; and that the foregoing certification is true, accurate and complete To the best of our knowledge and was made and subscribed by us. We also acknowledge and understand That any misuse of State Funds will be reported to the appropriate authorities for further action.

Board Chair

[Title of Second Authorizing Official]

Sworn to and subscribed before me on the day of the date of said certification.

My Commission Expires: _____

(Notary Signature and Seal)

¹ G.S. 105-243.1 defines: "Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

FILE COPY

Grassroots Arts Program
Subgrant Application
FY 2019-2020



North
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*Fifty years
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Submit this report to your funding agency. It should not be submitted to the North Carolina Arts Council.

I. Organization Information

Name of Applicant Organization: Brunswick County Parks and Recreation

Contact Person's Name: Melinda Johnson

Contact Person's Title: Marketing and Community Events Coordinator

Mailing Address: PO Box 249

City: Bolivia

County: Brunswick

State :North Carolina

Zip Code: 28422

Work Phone (910) 253-2670

Home Phone (910) 253-2672

Fax Number (910) 253-2684

Fiscal Year End Date:2018

Email Address: melinda.johnson@brunswickcountync.gov

Website Address: bcparks.recdesk.com

Please give a brief description of your organization, including mission, board and staff composition, current arts programs and services and number and kinds of people served. Public schools and other large governmental or community agencies should provide a description of their arts program only rather than the entire organization.

Our Free Concerts and Movie Series is a collaboration between several towns, parks and recreation departments, and organizations which bring free entertainment to the citizens of Brunswick County, as well as, seasonal tourists and vacationers. The events are held May through September and are free to the public. There are eight locations participating in this year's series, Ocean Isle Beach, Calabash, Oak Island, Holden Beach, Shallotte, Leland, Sunset Beach and Southport

Organizational Finances:

Please attach complete income and expense statement (an audit may be substituted) for your last fiscal year and complete operating budgets for the current fiscal year and next fiscal year. Public schools and other large governmental or community agencies should attach arts program financial information only. Please copy the totals from these attachments in the spaces below.

Last Year Actual FY 2018	Current Year FY 2019	Next Year FY 2020
Actual Income \$ 51,525	Income \$ 45,329	Projected Income \$ 65,500
Actual Expenses \$ 44,668	Expenses \$ 43,543	Projected Expenses \$50,000

Grassroots Arts Program
Subgrant Application Form
FY 2019–2020



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II. Project Description

Grant Amount Requested: 5,000.00

Project Start Date: July 1, 2019 (No earlier than July 2019)

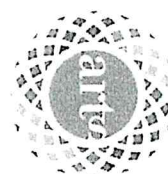
Project End Date: June 30, 2020 (No later than June 30, 2020)

Project Narrative:

Please attach a narrative providing the information requested below for the project you propose. Please be concise and specific as possible:

1. Project title or summary description
2. Project goals
3. Description of intended participants/audience, including estimated numbers and racial and cultural composition
4. Location where project will take place
5. Description of project activities
6. Description of the artists to be involved in the project, how and why they were chosen and, if appropriate, the rate of payment for their services (If you have not yet selected the artists, describe the kinds of artists you intend to involve and how you will select them.)
7. Description of how the project will be publicized and promoted to reach intended participants
8. Description of how you will evaluate the project

Grassroots Arts Program Subgrant Application Form FY 2019–2020



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Project Budget:

Please provide a projected budget for your proposed project utilizing the format below.

Project Expenses	Cash Expenses	=	Grant Amount Requested	+	Applicant Cash Match
A. Personnel					
1. Administrative Staff	_____		_____		_____
2. Artistic Staff	_____		_____		_____
3. Technical/Production Staff	_____		_____		_____
B. Outside Fees and Services					
1. Artistic Contracts	\$19,900		\$5,000		\$14,900
2. Other Contracts	_____		_____		_____
C. Space Rental	_____		_____		_____
D. Travel	_____		_____		_____
E. Marketing	_____		_____		_____
F. Remaining Project Expenses	_____		_____		_____
G. Total Cash Expenses	_____	=	_____	+	_____

Project Income

A. Admissions	_____
B. Contracted Services Revenue	_____
C. Other Revenue	_____
D. Private Support	
1. Corporate Support	_____
2. Foundation Support	_____
3. Other Private Support	_____
E. Government Support	
1. Federal	_____
2. State/Regional	_____
3. Local	_____
F. Applicant Cash	\$14,900
G. Grant Amount Requested in this application	\$ 5,000
H. Total Cash Income (Must at least equal Total Cash Expenses, Item G above)	\$19,900

Grassroots Arts Program
Subgrant Application Form
FY 2019–2020



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Certification

We understand that failure to respond to any of the above items may adversely affect the consideration of this application. We certify that we are committed to the completion of the proposed project in compliance with legal requirements and granting procedures. We certify that the information contained in this application, including attachments and supporting materials, is true and correct to the best of our knowledge.

Name and Position of Authorizing Official Ann B. Hardy, County Manager

Signature of Authorizing Official [Signature] Date 8/19/19

Signature of Contact Person Melinda Johnson Date 8/21/19
Melinda Johnson

1. Project title or summary description:
Brunswick County Free Concert and Movie Series
2. Project goals:
To provide quality free recreational music concerts and movies to Brunswick County Residents as well as seasonal visitors to the area.
3. Description of intended participants/audience, including estimated numbers and racial and cultural composition:
The intended audience is anyone who is a resident of Brunswick County and/or anyone visiting or staying in Brunswick County. Total audience for concerts and movies in all seven locations is estimated and can range anywhere from 400 people to 3000 people per event. Approximately 12% of the audience is African American, 1% is Asian American, 10% is Latino, 1% is Native American, and 76% is White. Of this number, 4500 are children and youth.
4. Location where project will take place:
We currently have eight locations, Southport, Holden Beach, Ocean Isle Beach, Shallotte, and Leland, Calabash and Sunset Beach, and Oak Island.
5. Description of project activities:
Concerts and movies are free to the public. Concerts start at 6:30pm and movies start at Dusk.
6. Description of the artists to be involved in the project, how and why they were chosen and, if appropriate, the rate of payment for their services. (If you have not yet selected the artists, describe the kinds of artists you intend to involve and how you will select them.)
Our free concert music artists have a wide variety of music. We feature country, beach music, big band, blues/jazz, Hawaiian Swing, Motown, 50's, bluegrass, classic rock, and more. Bands are chosen by a panel from all five locations to ensure that a variety of music will be offered at all locations. Band price vary and are also chosen because of their affordability. Since we are on a limited budget, we try to get the best entertainment that we can at the best price possible. Our movies are also a variety featuring "g" rated films targeted for youth, adults, and seniors. Some are classics and others are children's films.

7. Description of how the project will be publicized and promoted to reach intended participants:

Our Free Concert and Movie Series is promoted through all local newspapers. Also, the concert line-up is available on the Brunswick County website once all band dates have been chosen. It is posted in local businesses. We have a Free Concert and Movie Brochure that was created and paid by Brunswick County Parks and Recreation, The Town of Shallotte, Ocean Isle Property Owners Association, Town of Leland Parks and Recreation, and Holden Beach Parks and Recreation. 20,000 brochures will be distributed to all locations and placed in local businesses, rental agencies, town halls, chamber of commerce's, and parks and recreation offices throughout Brunswick County. We will partner again with The Brunswick Beacon to further advertise the southern concert sites (Holden Beach, Ocean Isle Beach, Shallotte, Calabash, and Sunset Beach). For an in-kind trade they reduce ad costs so that we can run ads throughout the summer about the series. A total of six ads come out throughout the summer.

8. Description of how you will evaluate the project:


Someone from the Concert and Movie Series committee is present at all concerts and makes an estimated head count of persons in the crowd. We also rely on participant feedback as well as band feedback to help critique the program and make it the best.



BRUNSWICK COUNTY

Grant Application Evaluation Form

Lead Department: Brunswick County Parks and Recreation		Date: 08/16/2019	
Department Head: Aaron Perkins		Department Contact for Grant: Melinda Johnson	
Co-Applicants / Other Participating Departments/Agencies/Community Organizations:			
Grant Title: Brunswick Arts Council Grassroots Arts Program			
Funding Organization: Brunswick Arts Council			
Grant Period/Term: 2019-2020	Grant Amount: \$ 5,000.00	<input type="checkbox"/> New Grant <input checked="" type="checkbox"/> Recurring Grant Multi-Year Grant? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Matching Funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Amount: \$ 5,000.00	<input type="checkbox"/> In Kind _____ <input checked="" type="checkbox"/> Cash _____ <input type="checkbox"/> Other _____	
Describe how match will be met. Budgeted funds in operating budget 106130-423103.			
Are matching funds in the current budget or does the match require additional funding? Please explain. <input checked="" type="checkbox"/> Available <input type="checkbox"/> Additional Needed <input type="checkbox"/> N/A- No matching funds required/requested			
Briefly describe the purpose of the grant. Grant monies are used to support our Free Brunswick County Concerts and Movie Series.			
Program Duplication / Cost Recovery			
Will this project in any way duplicate or compete with another service or program provided by Brunswick County, another local agency or community organization?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Possibly	
Will this grant provide support for a mandated service?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Can we capitalize on this funding to meet current and/or future equipment or facility needs?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Will this grant result in supplanting? <i>Supplanting occurs when a state, local, or Tribal Government reduces state, local, or tribal funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity.</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Additional Grant Considerations	
Can the scope of work be completed within grant time frame allotted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Possibly
Can the requirements of this grant be met with current staffing levels?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Possibly
Will new positions be requested (or expiring grant funded positions extended)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, how many new positions will be funded by the grant?	0 new positions
How many existing positions will be funded by the grant?	0 existing positions
Will the grant create a program or require any County commitment for funding after grant funding ends?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will the grant contain subcontracts/sub awards or contractual services? If Yes, please explain:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contracted services are run directly by the individual towns. We pay the towns directly. Brunswick County does not house the contracts for hands. 	
Description of items or services to be purchased with funds: Summer Concert Bands.	
Will any items purchased with grant funds revert back to the granting agency?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain
Is funding received in advance or on a reimbursement basis?	<input checked="" type="checkbox"/> In Advance <input type="checkbox"/> Reimbursement

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

Aaron Perkins

Digitally signed by Aaron Perkins
Date: 2019.08.16 10:25:38 -04'00'

Department Head Signature



Director of Fiscal Operations



County Manager

8/16/19

Date

Date

8/19/19

Date

<input checked="" type="checkbox"/> Approved by County Manager
<input type="checkbox"/> Requires BOCC (Agenda Item Needed)

State Grant Certification – No Overdue Tax Debts ¹

Instructions: Grantee should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of the State Budget and Management

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the **[insert organization's name]** does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

[Name of Board Chair] and **[Name of Second Authorizing Official]** being duly sworn, say that we are The Board Chair and **[Title of Second Authorizing Official]**, respectively, and **[name of organization]** Of **[City]**, in the state of North Carolina; and that the foregoing certification is true, accurate and complete To the best of our knowledge and was made and subscribed by us. We also acknowledge and understand That any misuse of State Funds will be reported to the appropriate authorities for further action.

Board Chair

[Title of Second Authorizing Official]

Sworn to and subscribed before me on the day of the date of said certification.

My Commission Expires: _____

(Notary Signature and Seal)

¹ G.S. 105-243.1 defines: "Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

Request Info	
Type	Budget Amendment
Description	FY19-20 Grassroots Grant
Justification	Board Meeting 3/16/2020 - Appropriate \$5,000 state revenues restricted for the FY19-20 Grassroots Grant awarded to Brunswick County by the Brunswick Arts Council to assist with providing art experiences for the community. A one to one match is required with this award which is provided in the current approved budget
Originator	CHRISTINA KENNEDY

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
106130	332000	Parks	State Revenues - Restricted	5000.00	Increase	Credit
106130	423104	Parks	Special Projects	5000.00	Increase	Debit

Total	
Grand Total:	10000



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # V. - 19.

From: Register of Deeds-Preservation of Record Books
Brenda M. Clemmons, Register of Deeds

Issue/Action Requested:

Request that the Board of Commissioners concur and authorize removal of records from the Register of Deed's office to the Kofile Technologies facility for a period of no more than 90 days from the approval of said Board.

Background/Purpose of Request:

In accordance with the provisions of G.S. 132-7, record books should be copied or repaired, renovated or rebound if worn, mutilated, damaged, or difficult to read; further when such has been determined by the agency of government that by law retains them, that such are in need of repairs and such repairs require the record be removed from the building or office in which such records are ordinarily kept for the length of time required to repair, restore, or rebind them. The Board of Commissioners in this case may authorize the Register of Deeds to allow the removal of said records for the time needed to make repairs.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners concur and authorize removal of records from the Register of Deed's office to the Kofile Technologies facility for a period of no more than 90 days from the approval of said Board.

ATTACHMENTS:

Description

- ▣ Kofile Technologies Quote 2020



January 17, 2020

Brunswick County
Brenda M. Clemmons, Register of Deeds
75 Courthouse Drive
Bolivia, NC 28422

Dear Ms. Clemmons,

Please find enclosed the results of my recent survey of your records with reference to conservation treatment of your historical records.

Our recommendations for the conservation of your records include deacidification, adhesive removal and reinforcement of paper as necessary (with repair or replacement of index tabs where indicated) resewing, rebinding or archival grade polyester encapsulation, as appropriate. The deacidification process, which halts the inevitable self-destruction of acidic paper, should be considered whenever conservation or even long term storage of unique records is evaluated.

Kofile Preservation has specialized in the deacidification (chemical treatment) and repair of public records since 1974. During this time we have performed conservation services for over 3000 municipal and county records management facilities.

Deacidification will be performed after careful testing of paper and inks. Aqueous or non-aqueous deacidification methods will be determined by the conservation lab professionals. All pressure sensitive adhesive materials are removed. Mending is done using Japanese tissue and reversible adhesives. Books are re sewn with linen thread and bound in leather or other cover material of choice using acid-free materials and easily reversible adhesives. Where appropriate, archival grade polyester envelope encapsulation with placement of materials into custom post binders replaces rebinding.

Please contact us at 804-564-1231 with any questions or comments or to arrange transportation of your documents.

Sincerely;

A handwritten signature in black ink that reads "Greg Brooks". The signature is written in a cursive, flowing style.

Greg Brooks



Conservation Proposal
January 17, 2020

Brunswick	MARRIAGES- Volume 2 1883-1885	\$3,630.00
Brunswick	MARRIAGES- Volume 2 1885-1887	\$1,700.00
Brunswick	MARRIAGES- Volume 3 1888-1890	\$2,800.00
Brunswick	MARRIAGES- Volume 3 1891-1895	\$3,270.00
Brunswick	MARRIAGES- Volume 3 1895-1898	\$3,540.00
Brunswick	MARRIAGES- Volume 4 1899-1900	\$2,490.00
Brunswick	MARRIAGES- Volume 4 1901-1902	\$2,170.00
Brunswick	MARRIAGES- Volume 4 1902-1904	\$2,260.00
Brunswick	MARRIAGES- Volume 4 1904-1906	\$3,080.00
Brunswick	MARRIAGES- Volume 5 1907-1910	\$3,720.00
Brunswick	MARRIAGES- Volume 5 1910-1912	\$2,870.00
Brunswick	MARRIAGES- Volume 5 1912-1914	\$2,910.00
Total		\$34,440.00

Condition: Marriages are in extremely poor condition and are housed in non-inert vinyl sleeves. Paper is acidic. Water stains, grime and possible mold are present. Paper is very weak with chipping, tears and voids. Many items are double folded within the enclosures. All will require extensive stabilization, mending and or flattening. Repairs with pressure sensitive tape noted throughout the collection. Some of the pressure sensitive tape appears to have crosslinked with the paper which could prohibit complete removal.

Treatment: Documents to be cataloged and assessed for condition upon receipt. Pressure sensitive tape and previous mends to be removed to the extent possible without causing damage to paper and inks. Paper deacidified. All major chips and tears to be mended with Japanese tissue. Certificates to be flattened and then placed into envelopes of 2 mil archival grade polyester with infrared welded seams, (three sided seal). Envelopes to be placed into new recorder binders.





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # V. - 20.

From: Tax Administration - March 2020 Releases
Jeffery P Niebuaer

Issue/Action Requested:

Request that the Board of Commissioners approve the March 2020 releases.

Background/Purpose of Request:

Approval of the tax releases for March 2020. A summary of the releases is listed below.

County real property release value \$1,890,240 (27 releases)

Smithville real property release value \$17,180 (2 releases)

Bald Head Island real property release value \$17,180 (2 releases)

County personal property release value \$385,700 (35 releases)

Smithville personal property release value \$41,180 (2 releases)

Boiling Spring Lakes personal property release value \$37,580 (1 release)

Calabash personal property release value \$56,100 (1 release)

Leland personal property release value \$21,053 (5 releases)

Shallotte personal property release value \$65,669 (1 release)

St James personal property release value \$11,574 (1 release)

Southport personal property release value \$41,180 (2 releases)

County VTS February 2020 release value \$304,522 (22 releases)

Smithville VTS February 2020 release value \$9,435 (1 release)

Belville VTS February 2020 release value \$17,420 (1 release)

Holden Beach VTS February 2020 release value \$3,880 (1 release)

Leland VTS February 2020 release value \$108,923 (6 releases)

Southport VTS February 2020 release value \$9,435 (1 release)

St James VTS February 2020 release value \$19,250 (1 release)

Sunset Beach VTS February 2020 release value \$8,015 (2 releases)

For information purposes only

Boiling Spring Lakes fire district \$137.50 (1 release)

Northwest fire district \$1350 (11 releases)

Ocean Isle fire district \$168.72 (1 release)

Winnabow fire district \$100 (1 release)

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners approve the March 2020 releases.

ATTACHMENTS:

Description

- ☐ Tax Releases March 2020
- ☐ Motor Vehicle Releases (VTS) March 2020 Processed February 2020 (NCDMV Tax & Tag)
- ☐ Fire Fee Releases March 2020

Tax Releases for March 2020

PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047537	2/19/2020	FOWLER FRANKLIN RANDOLPH	048863 (2017)	80011443		NULL	SHALLOTTE	\$45.56-C	\$9,394.00	Did Not Own January 1
047538	2/19/2020	FOWLER FRANKLIN RANDOLPH	301420 (2016)	80011443		NULL	SHALLOTTE	\$47.96-C \$4.80-LL	\$9,888.00	Did Not Own January 1
047539	2/19/2020	FOWLER FRANKLIN RANDOLPH	302503 (2015)	80011443		NULL	SHALLOTTE	\$50.48-C \$5.05-LL	\$10,408.00	Did Not Own January 1
047540	2/19/2020	POLK XANTHAN W JR	110068 (2018)	80014932	OCEAN ISLE BEACH	244PD050	SHALLOTTE	\$8.56-C	\$1,764.00	Did Not Own January 1
047541	2/19/2020	HOLDEN RICHARD S	443521 (2012)	92143521		NULL	LOCKWOOD FOLLY	\$10.95-C	\$2,475.00	Clerical Error/DE Error
047542	2/19/2020	SWANNER J T JR	133698 (2013)	80017053		NULL	LOCKWOOD FOLLY	\$34.60-C	\$7,819.00	Did Not Own January 1
047543	2/20/2020	STONE DAVID R F	132334 (2015)	80016903		NULL	LOCKWOOD FOLLY	\$76.81-C	\$15,837.00	Did Not Own January 1
047544	2/21/2020	SHAVER BRAD EUGENE	304615 (2015)	80017991	LELAND	NULL	TOWN CREEK	\$5.93-C \$0.59-LL \$1.85-LEL \$0.19-LELLL	\$1,222.00	Situs in Another County
047545	2/21/2020	SHAVER BRAD EUGENE	304317 (2014)	80017991	LELAND	NULL	TOWN CREEK	\$5.69-C \$0.57-LL \$1.95-LEL \$0.20-LELLL	\$1,286.00	Situs in Another County
047546	2/21/2020	SHAVER BRAD EUGENE	121452 (2013)	80017991	LELAND	NULL	TOWN CREEK	\$5.99-C \$2.05-LEL	\$1,354.00	Situs in Another County
047547	2/21/2020	HEWETT WILLIAM EARL	301978 (2016)	80014946		NULL	LOCKWOOD FOLLY	\$4.89-C \$0.49-LL	\$1,080.00	Did Not Own January 1
047548	2/21/2020	HEWETT WILLIAM EARL	302950 (2015)	80014946		NULL	LOCKWOOD FOLLY	\$5.15-C \$0.52-LL	\$1,061.00	Did Not Own January 1
047549	2/21/2020	HEWETT WILLIAM EARL	303244 (2014)	80014946		NULL	LOCKWOOD FOLLY	\$4.94-C \$0.49-LL	\$1,117.00	Did Not Own January 1

Tax Releases for March 2020

PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047550	2/21/2020	BARBARO CARMINE P	006956 (2019)	80007718	CALABASH	255GJ033	SHALLOTTE	\$272.09-C \$49.09-CAL	\$56,100.00	Situs in Another County
047551	2/21/2020	FAIRCLOTH BREA CHENILLE	045476 (2019)	80013226		232HE001	LOCKWOOD FOLLY	\$45.78-C	\$9,440.00	Did Not Own January 1
047552	2/21/2020	RISLEY ANDREW R	304403 (2015)	80015675		NULL	SHALLOTTE	\$19.88-C \$1.99-LL	\$4,098.00	Did Not Own January 1
047595	3/4/2020	LAVIGNE DARYL	081342 (2019)	80042165	ST JAMES	NULL	LOCKWOOD FOLLY	\$56.13-C \$6.94-SJ	\$11,574.00	Did Not Own January 1
047596	3/4/2020	MARTIN DONALD R SR	090328 (2017)	37817220		NULL	SMITHVILLE	\$5.09-C	\$1,050.00	Duplicate Listing
047597	3/4/2020	DAWSON BILL	144973 (2011)	51770650		NULL	LOCKWOOD FOLLY	\$15.25-C \$3.05-LL	\$5,000.00	Situs in Another County
047598	3/4/2020	LOCKE JAMES CHRISTOPHER	303251 (2019)	80078718	SOUTHPORT	237LA00203	SMITHVILLE	\$163.54-C \$32.71-LL \$13.49-SM \$2.70-LSM \$99.68-SP \$19.94-SPLL	\$33,720.00	Situs in Another County
047599	3/4/2020	CLONINGER JASON DANIEL	028595 (2017)	80044521		NULL	LOCKWOOD FOLLY	\$129.50-C	\$26,700.00	Did Not Own January 1
047600	3/4/2020	PIECH THEODORE CHARLES	110311 (2017)	80014849		243KG023	SHALLOTTE	\$37.85-C	\$7,805.00	Did Not Own January 1
047601	3/4/2020	STEVENS STACY A	136215 (2017)	80016840		NULL	SHALLOTTE	\$25.30-C	\$5,216.00	Situs in Another County
047602	3/4/2020	HEWETT BOBBY CURTIS	063721 (2017)	80011108		NULL	LOCKWOOD FOLLY	\$10.17-C	\$2,096.00	Duplicate Listing

Tax Releases for March 2020

PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047603	3/5/2020	ENGLISH CHARLES RICHARD	301495 (2016)	80013090	SOUTHPORT	NULL	SMITHVILLE	\$36.18-C \$3.62-LL \$2.98-SM \$0.30-LSM \$18.32-SP \$1.83-SPLL	\$7,460.00	Situs in Another County
047604	3/5/2020	MAHAN LARRY	444804 (2012)	92144804		NULL	LOCKWOOD FOLLY	\$36.29-C	\$8,200.00	Situs in Another County
047605	3/5/2020	LEWIS GARY	083269 (2017)	80036636	LELAND	029FA008	NORTHWEST	\$40.62-C \$17.59-LEL	\$8,375.00	Did Not Own January 1
047606	3/5/2020	LEWIS GARY	302715 (2016)	80036636	LELAND	029FA008	NORTHWEST	\$42.76-C \$4.28-LL \$16.16-LEL \$1.62-LELLL	\$8,816.00	Did Not Own January 1
047607	3/5/2020	HICKMANS SEAFOOD	300568 (2013)	80015000	BOILING SPRING LAKES	NULL	TOWN CREEK	\$166.29-C \$52.61-BSL	\$37,580.00	Situs in Another County
047608	3/5/2020	GIBSON STEVEN ALLEN	053201 (2017)	80009961		NULL	LOCKWOOD FOLLY	\$5.68-C	\$1,171.00	Adjusted Per Purchase Price
047609	3/5/2020	GIBSON STEVEN ALLEN	301339 (2016)	80009961		NULL	LOCKWOOD FOLLY	\$6.23-C \$0.62-LL	\$1,285.00	Adjusted Per Purchase Price
047610	3/5/2020	GIBSON STEVEN ALLEN	302602 (2015)	80009961		NULL	LOCKWOOD FOLLY	\$4.21-C \$0.42-LL	\$868.00	Adjusted Per Purchase Price
047611	3/5/2020	GIBSON STEVEN ALLEN	303014 (2014)	80009961		NULL	LOCKWOOD FOLLY	\$4.27-C \$0.43-LL	\$966.00	Adjusted Per Purchase Price
047612	3/5/2020	GARRETT TIM TAYLOR	302574 (2015)	80011756		NULL	LOCKWOOD FOLLY	\$86.36-C \$8.64-LL	\$17,806.00	Did Not Own January 1

Tax Releases for March 2020

Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047553	2/21/2020	WILLETTS GENE	303768 (2019)	24365830	Brunswick County	1120001403		\$857.19-C	\$176,740.00	Clerical error/DE error
047554	2/21/2020	WILLETTS GENE	303767 (2018)	24365830	Brunswick County	1120001403		\$606.78-C	\$125,110.00	Clerical error/DE error
047555	2/21/2020	WILLETTS GENE	303766 (2017)	24365830	Brunswick County	1120001403		\$606.78-C	\$125,110.00	Clerical error/DE error
047556	2/21/2020	WILLETTS GENE	303765 (2016)	24365830	Brunswick County	1120001403		\$606.78-C	\$125,110.00	Clerical error/DE error
047557	2/21/2020	IBIS ROOST HOMEOWNERS ASSOC IN	68665 (2018)	30553842	Village of BHI	2642B03133	SMITHVILLE	\$43.70-C \$3.60-SM \$61.84-BHI	\$9,010.00	Duplicate listing
047558	2/24/2020	IBIS ROOST HOMEOWNERS ASSOC INC % CHUCK PARDEE	68684 (2018)	30553842	Village of BHI	2642B03132	SMITHVILLE	\$39.62-C \$3.27-SM \$56.07-BHI	\$8,170.00	Duplicate listing
047559	2/24/2020	TOWN OF CAROLINA SHORES	143346 (2019)	60698055	Carolina Shores	2410003301		\$283.19-C \$59.32-CS	\$58,390.00	Exempt
047560	2/24/2020	JAMES WANDA	71508 (2019)	11370210	Brunswick County	010HA015 A		\$349.49-C	\$72,060.00	Improvement removed from property
047562	2/24/2020	JAMES WANDA	70484 (2018)	11370210	Brunswick County	010HA015 A		\$326.99-C	\$67,420.00	Improvement removed from property
047564	2/24/2020	JAMES WANDA	71680 (2017)	11370210	Brunswick County	010HA015 A		\$326.99-C	\$67,420.00	Improvement removed from property
047566	2/24/2020	JAMES WANDA	70122 (2016)	11370210	Brunswick County	010HA015 A		\$326.99-C	\$67,420.00	Improvement removed from property
047568	2/24/2020	JAMES WANDA	69494 (2015)	11370210	Brunswick County	010HA015 A		\$326.99-C	\$67,420.00	Improvement removed from property
047572	3/3/2020	MAS PROPERTIES LLC	90423 (2019)	50519217	Holden Beach	245DA026		\$169.75-C	\$35,000.00	PTC settlement

Tax Releases for March 2020

Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047573	3/3/2020	MAS PROPERTIES LLC	90400 (2019)	50519217	Brunswick County	18600019		\$367.29-C	\$75,730.00	PTC settlement
047574	3/3/2020	MAS PROPERTIES LLC	90418 (2019)	50519217	Holden Beach	2320H018	LOCKWOOD FOLLY	\$244.93-C	\$50,500.00	PTC settlement
047575	3/3/2020	EASTERN CAROLINAS CONST & DEV CORP	42587 (2019)	50207250	Holden Beach	245DA010	LOCKWOOD FOLLY	\$101.85-C	\$21,000.00	PTC settlement
047576	3/3/2020	GEORGETOWN LAND & TIMBER LLC	52746 (2019)	60123830	Brunswick County	22700039		\$142.78-C	\$29,440.00	PTC settlement
047578	3/3/2020	PELHAM OTIS	108367 (2019)	23182030	Brunswick County	0350000108B		\$178.09-C	\$36,720.00	Did not own January 1
047580	3/3/2020	PELHAM OTIS	107378 (2018)	23182030	Brunswick County	0350000108B		\$179.26-C	\$36,960.00	Did not own January 1
047582	3/3/2020	GORE JOHN AND GORE JUDY	54765 (2019)	62358410	Brunswick County	2280000704A		\$314.13-C	\$64,770.00	Did not own January 1
047584	3/3/2020	MAS PROPERTIES LLC	90415 (2019)	50519217	Holden Beach	232NK015		\$669.59-C	\$138,060.00	PTC settlement
047585	3/3/2020	MAS PROPERTIES LLC	90416 (2019)	50519217	Holden Beach	232NL00601		\$441.84-C	\$91,100.00	PTC settlement

Tax Releases for March 2020

REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047570	2/24/2020	BRYANT RANDAL & NADEAN	018788 (2013)	20884630		0570008803A	TOWN CREEK	\$218.33-C	\$49,340.00	Did Not Own January 1
047586	3/3/2020	JAMES WANDA	068662 (2014)	11370210		010HA015 A	NORTHWEST	\$323.29-C	\$73,060.00	Improvement Removed from Property
047587	3/3/2020	JAMES WANDA	068384 (2013)	11370210		010HA015 A	NORTHWEST	\$323.29-C	\$73,060.00	Improvement Removed from Property
047588	3/3/2020	JAMES WANDA	063930 (2012)	11370210		010HA015 A	NORTHWEST	\$323.29-C	\$73,060.00	Improvement Removed from Property
047589	3/3/2020	JAMES WANDA	063786 (2011)	11370210		010HA015 A	NORTHWEST	\$323.29-C	\$73,060.00	Improvement Removed from Property

Tax Releases for March 2020

BUSINESS PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047594	3/4/2020	MYERS DEVELOPING INC	089606 (2011)	80863730	SHALLOTTE	198AE002	LOCKWOOD FOLLY	\$290.59-C \$229.84-SHA	\$65,669.00	Business Closed

Release Category Codes

Release Code Release Type

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

Release Code Release Type

BHILL	BALH HEAD ISLAND LATE LIST
BELLL	BELVILLE LATE LIST
BSLLL	BOILING SPRING LAKES LATE LIST
BOLLL	BOLIVIA LATE LIST
CALLL	CALABASH LATE LIST
CSLL	CAROLINA SHORES LATE LIST
CASLL	CASWELL BEACH LATE LIST
FF	FIRE FEE
HBLL	HOLDEN BEACH LATE LIST
LL	LATE LIST PENALTY
LEL	LELAND
LB	LONG BEACH
NAV	NAVASSA
NW	NORTHWEST
OI	OAK ISLAND
OIB	OCEAN ISLE BEACH
PL02	OFF PREMISES MALT
PL01	ON PREMISES MALT

Release Category Codes

Release Code	Release Type
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PL03	ON PREMISES WINE
SAD25	SAD 25
SAD28	SAD 28
SCLL	SANDY CREEK LATE LIST
SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST

Release Code	Release Type
--------------	--------------

SAD24	SAD 24
SAD27	SAD 27
SC	SANDY CREEK
SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH

VTS RELEASES PROCESSED FEBRUARY 2020

<u>Adjustment #</u>	<u>Abstract #</u>	<u>Name-Last, First, Middle</u>	<u>Tag #</u>	<u>Year</u>	<u>Make</u>	<u>B-VAL</u>	<u>New Value</u>	<u>Diff.</u>	<u>City</u>	<u>Twp.</u>	<u>Override %</u>	<u>Override Value</u>	<u>Override Status</u>	<u>Acquisition Cost</u>	<u>Acquisition Year</u>	<u>Dep. Sch</u>	<u>Exempt Type</u>	<u>Notes</u>	<u>Date</u>	<u>Code</u>	<u>Code Description</u>
899553	50448225	SUTTON, JUSTIN LEE	7J4134	2009	HD	4,750	-	4,750	31				PERM				MILITARY	HOR- TX ETS-230704	02/05/20	4	Military Exempt
899127	46346167	CURTIS, TERRY DUDLEY	64804	1969	DODG	14,200	500	13,700				500						ANTIQUE VALUE APPROVED	02/05/20	19	Antique Value Approved
901628	50509519	MATTHEWS, RONALD WAYNE	XSF2023	2005	BUIC	3,770	2,827	943	31			2,827						TOTAL LOSS/ REBUILT TITLE	02/12/20	12	High Mileage/Condition
901233	45789334	MACQUARRIE, JOHN FREDERICK	SNTAMNTL	2017	CADI	27,070	19,525	7,545				19,525						ADJ PER NADA VALUE	02/12/20	20	Appealed value
902189	51913182	PIKE, MARGARET LOUISE	CM13216	2004	ABBY	2,120	500	1,620				500						OVERVALUED TRAILER 6'X8'	02/13/20	20	Appealed value
902066	35528313	HARMAN, HERBERT LEE	EHH1433	2012	MERZ	12,630	7,600	5,030	11			7,600						ADJ PER NADA VALUE	02/13/20	20	Appealed value
901933	35837471	CAULDER, FRED MARVIN III	HD3456F	2011	FORD	11,950	8,604	3,346										190,311 MILES VISUALLY INSPECTED BY U.MCKOY	02/13/20	12	High Mileage/Condition
902333	46996455	SKIPPER, JERRY RAY	CL31647	2007	PROS	718	397	321						945	2007	B-20		BOS 2007=\$945	02/13/20	1	Adjusted per Purchase Price
902809	45360932	SKIPPER, JERRY RAY	TPH4950	2017	NISS	23,156	21,700	1,456				21,700						ADJ PER NADA VALUE	02/14/20	20	Appealed value
903037	51950682	KYSER, RANDALL THOMAS	PMR7485	2014	FORD	17,420	-	17,420	25				TEMP				MILITARY	HOR- NY	02/20/20	4	Military Exempt
903435	51915651	TORRES PADILLA, ANSELMO DE JESUS	HFP9500	2020	CHEV	62,121	-	62,121					PERM				MILITARY	HOR- FL ETS-231004	02/20/20	4	Military Exempt
904761	45287340	BRIGHTUP, JOHN EDWARD	1239CT	2010	AUDI	14,610	11,625	2,985	11			11,625						ADJ PER NADA VALUE	02/20/20	20	Appealed value
904173	51287346	LANEVI, INGEMAR HANS	ALN8639	2019	TESL	50,000	40,565	9,435	21	3				42,700	2019	B-20		BOS 2019=\$42700	02/20/20	1	Adjusted per Purchase Price
904934	52004082	JAGODZINSKI, KASSEY DORA	PLL9482	2019	NISS	26,600	-	26,600	31				TEMP				MILITARY	HOR-TX	02/21/20	4	Military Exempt
904933	52006080	JAGODZINSKI, KASSEY DORA	PLL9481	2013	NISS	6,750	-	6,750	31				TEMP				MILITARY	HOR-TX	02/21/20	4	Military Exempt
904985	48158902	HARAN, ROBERT AUSTIN	EHH9365	2019	CROSS	19,250	-	19,250	29				PERM				MILITARY	HOR- CO ETS-230905	02/21/20	4	Military Exempt
905343	35001360	WALSH, GARY RICHARD	EBJ8099	2016	HONDA	15,520	14,050	1,470				14,050						ADJ PER NADA VALUE	02/24/20	20	Appealed value
905732	52044775	TYLER, DAVID BRIAN	HAH5567	2018	CHEV	28,230	-	28,230					PERM				MILITARY	HOR-MD ETS-220417	02/25/20	4	Military Exempt
906088	52056633	SHAIKH, ZAIN SHAWN	HFP4154	2020	MERZ	52,800	-	52,800	31				TEMP				MILITARY	HOR- VA	02/25/20	4	Military Exempt
906083	5205435	SHAIKH, ZAIN SHAWN	HFP8999	2014	RAM	17,080	-	17,080	31				TEMP				MILITARY	HOR- VA	02/25/20	4	Military Exempt
907082	23492813	HUNTER, ROBINSON	CHE4158	2013	CHEV	22,530	18,650	3,880	13			18,650						ADJ PER NADA VALUE	02/27/20	20	Appealed value
907152	51987770	CHAVIS, AMANDA LYNN	PMS2082	2018	JEEP	17,790	-	17,790					TEMP				MILITARY	HOR- TN	02/27/20	4	Military Exempt

MARCH 2020 Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047561	2/24/2020	JAMES WANDA	71508 (2019)	11370210	Brunswick County	010HA015 A		\$156.25-NWF	\$72,060.00	Improvement removed from property
047563	2/24/2020	JAMES WANDA	70484 (2018)	11370210	Brunswick County	010HA015 A		\$156.25-NWF	\$67,420.00	Improvement removed from property
047565	2/24/2020	JAMES WANDA	71680 (2017)	11370210	Brunswick County	010HA015 A		\$125.00-NWF	\$67,420.00	Improvement removed from property
047567	2/24/2020	JAMES WANDA	70122 (2016)	11370210	Brunswick County	010HA015 A		\$100.00-NWF	\$67,420.00	Improvement removed from property
047569	2/24/2020	JAMES WANDA	69494 (2015)	11370210	Brunswick County	010HA015 A		\$100.00-NWF	\$67,420.00	Improvement removed from property
047571	2/24/2020	BRYANT RANDAL & NADEAN	018788 (2013)	20884630		0570008803A	TOWN CREEK	\$100.00-WINF	\$0.00	Did Not Own January 1
047577	3/3/2020	CUSHMAN RICHARD N	34225 (2019)	21233120	Boiling Springs Lakes	157BB016	TOWN CREEK	\$137.50-BSLF	\$0.00	Structural element correction
047579	3/3/2020	PELHAM OTIS	108367 (2019)	23182030	Brunswick County	0350000108B		\$156.25-NWF	\$36,720.00	Did not own January 1
047581	3/3/2020	PELHAM OTIS	107378 (2018)	23182030	Brunswick County	0350000108B		\$156.25-NWF	\$36,960.00	Did not own January 1
047583	3/3/2020	GORE JOHN AND GORE JUDY	54765 (2019)	62358410	Brunswick County	2280000704A		\$168.72-OIBF	\$64,770.00	Did not own January 1
047590	3/3/2020	JAMES WANDA	068662 (2014)	11370210		010HA015 A	NORTHWEST	\$100.00-NWF	\$0.00	Improvement Removed from Property
047591	3/3/2020	JAMES WANDA	068384 (2013)	11370210		010HA015 A	NORTHWEST	\$100.00-NWF	\$0.00	Improvement Removed from Property
047592	3/3/2020	JAMES WANDA	063930 (2012)	11370210		010HA015 A	NORTHWEST	\$100.00-NWF	\$0.00	Improvement Removed from Property

MARCH 2020 Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047593	3/3/2020	JAMES WANDA	063786 (2011)	11370210		010HA015 A	NORTHWEST	\$100.00-NWF	\$0.00	Improvement Removed from Property

Release Category Codes

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

Release Code	Release Type
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BHILL	BALH HEAD ISLAND LATE LIST
BELL	BELVILLE LATE LIST
BSLL	BOILING SPRING LAKES LATE LIST
BOLL	BOLIVIA LATE LIST
CALL	CALABASH LATE LIST
CSLL	CAROLINA SHORES LATE LIST
CASLL	CASWELL BEACH LATE LIST
FF	FIRE FEE
HBLL	HOLDEN BEACH LATE LIST
LL	LATE LIST PENALTY
LEL	LELAND
LB	LONG BEACH
NAV	NAVASSA
NW	NORTHWEST
OI	OAK ISLAND
OIB	OCEAN ISLE BEACH
PL02	OFF PREMISES MALT
PL01	ON PREMISES MALT

Release Category Codes

Release Code	Release Type
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PL03	ON PREMISES WINE
SAD25	SAD 25
SAD28	SAD 28
SCLL	SANDY CREEK LATE LIST
SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST

Release Code	Release Type
--------------	--------------

SAD24	SAD 24
SAD27	SAD 27
SC	SANDY CREEK
SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # VI. - 1.

From: Health and Human Services - COVID-19 Update
David Stanley, HHS Executive Director

Issue/Action Requested:

Request that the Board of Commissioners receive information on the Coronavirus (COVID-19).

Background/Purpose of Request:

Brunswick County has been meeting with several of our local government, public safety, and health care professionals to discuss the current state of the novel coronavirus (COVID-19) in our nation and state.

As of March 10, 2020, there are no confirmed cases of COVID-19 in Brunswick County. Staff plans to present an update which will include the latest status and recommendations concerning the COVID-19 virus.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners receive information on the Coronavirus (COVID-19).

ATTACHMENTS:

Description

☐ Coronavirus Flyer

Coronavirus

Preventing the spread of illness in your community



- Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom; before eating; and after blowing your nose, coughing, or sneezing.
- If soap and water are not readily available, use an alcohol-based hand sanitizer with at least 60% alcohol.
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
- Avoid touching your eyes, nose, and mouth.
- Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.
- Stay home when you are sick.

If you have a fever, cough, shortness of breath or other cold & flu like symptoms, contact your healthcare provider.

Before you go to a medical facility, call ahead and tell them about your symptoms so appropriate steps can be taken to protect you and others.





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

From:
Julie Miller

Action Item # VII. - 1.

Administration - Bond Order for 2020 Enterprise Revenue Bonds
(Randell Woodruff, County Manager)

Issue/Action Requested:

Request that the Board of Commissioners approve the Bond Order Authorizing the Issuance, Directing the Application to the Local Government Commission, and Requesting Local Government Commission Approval of Enterprise Systems Revenue Bonds of The County Of Brunswick, North Carolina, Series 2020.

Background/Purpose of Request:

The Board previously adopted a resolution at a meeting held on September 16, 2019 requesting Local Government Approval for approval of the County's Enterprise Systems Revenue bonds, Series 2020 to finance \$137 million for the costs associated with constructing the Northwest Water Treatment Plant Expansion (\$47.5M) with Low Pressure Reverse Osmosis Treatment (\$89.5M).

Bond Counsel prepared the attached Bond Order Authorizing the issuance of an Enterprise Systems Revenue Bonds, Directing the Application to the Local Government Commission, and Requesting Local Government Commission Approval of Enterprise Systems Revenue Bonds. Current estimated cost is \$137 million plus a 2 year capitalized interest period during construction. Current estimated interest cost is 4% or lower for 30 year term.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners approve the Bond Order Authorizing the Issuance, Directing the Application to the Local Government Commission, and Requesting Local Government Commission Approval of Enterprise Systems Revenue Bonds of The County Of Brunswick, North Carolina, Series 2020.

ATTACHMENTS:

Description

- ❑ NC Brunswick County 2020REV022520.pdf
- ❑ Bond Order - Brunswick 2020 Revenue Bonds - v.1.DOCX
- ❑ Bond Order - Enterprise Systems Revenue Bonds (for signature)

SOURCES AND USES OF FUNDS

Brunswick County, North Carolina
Enterprise Systems Revenue Bonds, Series 2020
-- Includes 25bps of Interest Rate Cushion --

Dated Date 04/30/2020
Delivery Date 04/30/2020

Sources:	Northwest Water Treatment Plant Expansion	Northwest Water Treatment Plant - Reverse Osmosis	Total
Bond Proceeds:			
Par Amount	43,940,000.00	82,790,000.00	126,730,000.00
Premium	7,347,055.45	13,843,565.70	21,190,621.15
	51,287,055.45	96,633,565.70	147,920,621.15

Uses:	Northwest Water Treatment Plant Expansion	Northwest Water Treatment Plant - Reverse Osmosis	Total
Project Fund Deposits:			
Northwest WTP Expansion and LPRO Treatment	47,500,000.00	89,500,000.00	137,000,000.00
Other Fund Deposits:			
Capitalized Interest Fund	3,492,045.28	6,579,759.58	10,071,804.86
Delivery Date Expenses:			
Cost of Issuance	101,242.63	190,757.37	292,000.00
Underwriter's Discount	191,689.21	361,173.19	552,862.40
	292,931.84	551,930.56	844,862.40
Other Uses of Funds:			
Additional Proceeds	2,078.33	1,875.56	3,953.89
	51,287,055.45	96,633,565.70	147,920,621.15

BOND SUMMARY STATISTICS

Brunswick County, North Carolina
Enterprise Systems Revenue Bonds, Series 2020
-- Includes 25bps of Interest Rate Cushion --

Dated Date	04/30/2020
Delivery Date	04/30/2020
Last Maturity	04/01/2050
Arbitrage Yield	2.103294%
True Interest Cost (TIC)	2.875902%
Net Interest Cost (NIC)	3.167383%
All-In TIC	2.890728%
Average Coupon	4.024925%
Average Life (years)	18.990
Duration of Issue (years)	13.576
Par Amount	126,730,000.00
Bond Proceeds	147,920,621.15
Total Interest	96,864,504.86
Net Interest	76,226,746.11
Total Debt Service	223,594,504.86
Maximum Annual Debt Service	7,630,000.00
Average Annual Debt Service	7,473,217.13

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bond	70,030,000.00	118.916	4.065%	13.169	62,595.05
Term Bond	29,020,000.00	114.427	4.000%	23.998	27,859.20
Term Bond #2	27,680,000.00	113.574	4.000%	28.468	26,019.20
	126,730,000.00			18.990	116,473.45

	TIC	All-In TIC	Arbitrage Yield
Par Value	126,730,000.00	126,730,000.00	126,730,000.00
+ Accrued Interest			
+ Premium (Discount)	21,190,621.15	21,190,621.15	21,190,621.15
- Underwriter's Discount	-552,862.40	-552,862.40	
- Cost of Issuance Expense		-292,000.00	
- Other Amounts			
Target Value	147,367,758.75	147,075,758.75	147,920,621.15
Target Date	04/30/2020	04/30/2020	04/30/2020
Yield	2.875902%	2.890728%	2.103294%

BOND PRICING

Brunswick County, North Carolina Enterprise Systems Revenue Bonds, Series 2020 -- Includes 25bps of Interest Rate Cushion --

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price
Serial Bond:								
	04/01/2023	2,380,000	5.000%	1.130%	111.082			
	04/01/2024	2,495,000	5.000%	1.150%	114.712			
	04/01/2025	2,625,000	5.000%	1.190%	118.151			
	04/01/2026	2,755,000	5.000%	1.230%	121.458			
	04/01/2027	2,890,000	5.000%	1.280%	124.557			
	04/01/2028	3,040,000	5.000%	1.340%	127.412			
	04/01/2029	3,190,000	5.000%	1.410%	129.988			
	04/01/2030	3,345,000	5.000%	1.490%	132.253			
	04/01/2031	3,515,000	5.000%	1.550%	131.606 C	1.799%	04/01/2030	100.000
	04/01/2032	3,690,000	4.000%	1.610%	121.829 C	1.940%	04/01/2030	100.000
	04/01/2033	3,840,000	4.000%	1.840%	119.501 C	2.252%	04/01/2030	100.000
	04/01/2034	3,995,000	4.000%	1.880%	119.101 C	2.380%	04/01/2030	100.000
	04/01/2035	4,150,000	3.000%	2.220%	106.909 C	2.444%	04/01/2030	100.000
	04/01/2036	4,280,000	3.000%	2.260%	106.541 C	2.499%	04/01/2030	100.000
	04/01/2037	4,400,000	4.000%	2.050%	117.421 C	2.709%	04/01/2030	100.000
	04/01/2038	4,580,000	4.000%	2.090%	117.029 C	2.786%	04/01/2030	100.000
	04/01/2039	4,760,000	4.000%	2.130%	116.639 C	2.855%	04/01/2030	100.000
	04/01/2040	4,950,000	4.000%	2.160%	116.348 C	2.912%	04/01/2030	100.000
	04/01/2041	5,150,000	4.000%	2.190%	116.057 C	2.964%	04/01/2030	100.000
		70,030,000						
Term Bond:								
	04/01/2042	5,360,000	4.000%	2.360%	114.427 C	3.179%	04/01/2030	100.000
	04/01/2043	5,570,000	4.000%	2.360%	114.427 C	3.179%	04/01/2030	100.000
	04/01/2044	5,795,000	4.000%	2.360%	114.427 C	3.179%	04/01/2030	100.000
	04/01/2045	6,025,000	4.000%	2.360%	114.427 C	3.179%	04/01/2030	100.000
	04/01/2046	6,270,000	4.000%	2.360%	114.427 C	3.179%	04/01/2030	100.000
		29,020,000						
Term Bond #2:								
	04/01/2047	6,520,000	4.000%	2.450%	113.574 C	3.284%	04/01/2030	100.000
	04/01/2048	6,780,000	4.000%	2.450%	113.574 C	3.284%	04/01/2030	100.000
	04/01/2049	7,050,000	4.000%	2.450%	113.574 C	3.284%	04/01/2030	100.000
	04/01/2050	7,330,000	4.000%	2.450%	113.574 C	3.284%	04/01/2030	100.000
		27,680,000						
		126,730,000						

Dated Date	04/30/2020	
Delivery Date	04/30/2020	
First Coupon	10/01/2020	
Par Amount	126,730,000.00	
Premium	21,190,621.15	
Production	147,920,621.15	116.721077%
Underwriter's Discount	-552,862.40	-0.436252%
Purchase Price	147,367,758.75	116.284825%
Accrued Interest		
Net Proceeds	147,367,758.75	

NET DEBT SERVICE

Brunswick County, North Carolina Enterprise Systems Revenue Bonds, Series 2020 -- Includes 25bps of Interest Rate Cushion --

Date	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service	Annual Net D/S
10/01/2020		2,200,929.86	2,200,929.86	2,200,929.86		
04/01/2021		2,623,625.00	2,623,625.00	2,623,625.00		
06/30/2021						
10/01/2021		2,623,625.00	2,623,625.00	2,623,625.00		
04/01/2022		2,623,625.00	2,623,625.00	2,623,625.00		
06/30/2022						
10/01/2022		2,623,625.00	2,623,625.00		2,623,625	
04/01/2023	2,380,000	2,623,625.00	5,003,625.00		5,003,625	
06/30/2023						7,627,250
10/01/2023		2,564,125.00	2,564,125.00		2,564,125	
04/01/2024	2,495,000	2,564,125.00	5,059,125.00		5,059,125	
06/30/2024						7,623,250
10/01/2024		2,501,750.00	2,501,750.00		2,501,750	
04/01/2025	2,625,000	2,501,750.00	5,126,750.00		5,126,750	
06/30/2025						7,628,500
10/01/2025		2,436,125.00	2,436,125.00		2,436,125	
04/01/2026	2,755,000	2,436,125.00	5,191,125.00		5,191,125	
06/30/2026						7,627,250
10/01/2026		2,367,250.00	2,367,250.00		2,367,250	
04/01/2027	2,890,000	2,367,250.00	5,257,250.00		5,257,250	
06/30/2027						7,624,500
10/01/2027		2,295,000.00	2,295,000.00		2,295,000	
04/01/2028	3,040,000	2,295,000.00	5,335,000.00		5,335,000	
06/30/2028						7,630,000
10/01/2028		2,219,000.00	2,219,000.00		2,219,000	
04/01/2029	3,190,000	2,219,000.00	5,409,000.00		5,409,000	
06/30/2029						7,628,000
10/01/2029		2,139,250.00	2,139,250.00		2,139,250	
04/01/2030	3,345,000	2,139,250.00	5,484,250.00		5,484,250	
06/30/2030						7,623,500
10/01/2030		2,055,625.00	2,055,625.00		2,055,625	
04/01/2031	3,515,000	2,055,625.00	5,570,625.00		5,570,625	
06/30/2031						7,626,250
10/01/2031		1,967,750.00	1,967,750.00		1,967,750	
04/01/2032	3,690,000	1,967,750.00	5,657,750.00		5,657,750	
06/30/2032						7,625,500
10/01/2032		1,893,950.00	1,893,950.00		1,893,950	
04/01/2033	3,840,000	1,893,950.00	5,733,950.00		5,733,950	
06/30/2033						7,627,900
10/01/2033		1,817,150.00	1,817,150.00		1,817,150	
04/01/2034	3,995,000	1,817,150.00	5,812,150.00		5,812,150	
06/30/2034						7,629,300
10/01/2034		1,737,250.00	1,737,250.00		1,737,250	
04/01/2035	4,150,000	1,737,250.00	5,887,250.00		5,887,250	
06/30/2035						7,624,500
10/01/2035		1,675,000.00	1,675,000.00		1,675,000	
04/01/2036	4,280,000	1,675,000.00	5,955,000.00		5,955,000	
06/30/2036						7,630,000
10/01/2036		1,610,800.00	1,610,800.00		1,610,800	
04/01/2037	4,400,000	1,610,800.00	6,010,800.00		6,010,800	
06/30/2037						7,621,600
10/01/2037		1,522,800.00	1,522,800.00		1,522,800	
04/01/2038	4,580,000	1,522,800.00	6,102,800.00		6,102,800	
06/30/2038						7,625,600
10/01/2038		1,431,200.00	1,431,200.00		1,431,200	
04/01/2039	4,760,000	1,431,200.00	6,191,200.00		6,191,200	
06/30/2039						7,622,400
10/01/2039		1,336,000.00	1,336,000.00		1,336,000	
04/01/2040	4,950,000	1,336,000.00	6,286,000.00		6,286,000	
06/30/2040						7,622,000
10/01/2040		1,237,000.00	1,237,000.00		1,237,000	
04/01/2041	5,150,000	1,237,000.00	6,387,000.00		6,387,000	
06/30/2041						7,624,000
10/01/2041		1,134,000.00	1,134,000.00		1,134,000	
04/01/2042	5,360,000	1,134,000.00	6,494,000.00		6,494,000	
06/30/2042						7,628,000
10/01/2042		1,026,800.00	1,026,800.00		1,026,800	
04/01/2043	5,570,000	1,026,800.00	6,596,800.00		6,596,800	
06/30/2043						7,623,600
10/01/2043		915,400.00	915,400.00		915,400	
04/01/2044	5,795,000	915,400.00	6,710,400.00		6,710,400	
06/30/2044						7,625,800
10/01/2044		799,500.00	799,500.00		799,500	
04/01/2045	6,025,000	799,500.00	6,824,500.00		6,824,500	
06/30/2045						7,624,000
10/01/2045		679,000.00	679,000.00		679,000	
04/01/2046	6,270,000	679,000.00	6,949,000.00		6,949,000	
06/30/2046						7,628,000
10/01/2046		553,600.00	553,600.00		553,600	
04/01/2047	6,520,000	553,600.00	7,073,600.00		7,073,600	
06/30/2047						7,627,200
10/01/2047		423,200.00	423,200.00		423,200	
04/01/2048	6,780,000	423,200.00	7,203,200.00		7,203,200	
06/30/2048						7,626,400
10/01/2048		287,600.00	287,600.00		287,600	
04/01/2049	7,050,000	287,600.00	7,337,600.00		7,337,600	
06/30/2049						7,625,200
10/01/2049		146,600.00	146,600.00		146,600	
04/01/2050	7,330,000	146,600.00	7,476,600.00		7,476,600	
06/30/2050						7,623,200
	126,730,000	96,864,504.86	223,594,504.86	10,071,804.86	213,522,700	213,522,700

NET DEBT SERVICE

Brunswick County, North Carolina Northwest Water Treatment Plant Expansion -- Includes 25bps of Interest Rate Cushion --

Date	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service	Annual Net D/S
10/01/2020		763,095.28	763,095.28	763,095.28		
04/01/2021		909,650.00	909,650.00	909,650.00		
06/30/2021						
10/01/2021		909,650.00	909,650.00	909,650.00		
04/01/2022		909,650.00	909,650.00	909,650.00		
06/30/2022						
10/01/2022		909,650.00	909,650.00		909,650	
04/01/2023	825,000	909,650.00	1,734,650.00		1,734,650	
06/30/2023						2,644,300
10/01/2023		889,025.00	889,025.00		889,025	
04/01/2024	865,000	889,025.00	1,754,025.00		1,754,025	
06/30/2024						2,643,050
10/01/2024		867,400.00	867,400.00		867,400	
04/01/2025	910,000	867,400.00	1,777,400.00		1,777,400	
06/30/2025						2,644,800
10/01/2025		844,650.00	844,650.00		844,650	
04/01/2026	955,000	844,650.00	1,799,650.00		1,799,650	
06/30/2026						2,644,300
10/01/2026		820,775.00	820,775.00		820,775	
04/01/2027	1,000,000	820,775.00	1,820,775.00		1,820,775	
06/30/2027						2,641,550
10/01/2027		795,775.00	795,775.00		795,775	
04/01/2028	1,055,000	795,775.00	1,850,775.00		1,850,775	
06/30/2028						2,646,550
10/01/2028		769,400.00	769,400.00		769,400	
04/01/2029	1,105,000	769,400.00	1,874,400.00		1,874,400	
06/30/2029						2,643,800
10/01/2029		741,775.00	741,775.00		741,775	
04/01/2030	1,160,000	741,775.00	1,901,775.00		1,901,775	
06/30/2030						2,643,550
10/01/2030		712,775.00	712,775.00		712,775	
04/01/2031	1,220,000	712,775.00	1,932,775.00		1,932,775	
06/30/2031						2,645,550
10/01/2031		682,275.00	682,275.00		682,275	
04/01/2032	1,280,000	682,275.00	1,962,275.00		1,962,275	
06/30/2032						2,644,550
10/01/2032		656,675.00	656,675.00		656,675	
04/01/2033	1,330,000	656,675.00	1,986,675.00		1,986,675	
06/30/2033						2,643,350
10/01/2033		630,075.00	630,075.00		630,075	
04/01/2034	1,385,000	630,075.00	2,015,075.00		2,015,075	
06/30/2034						2,645,150
10/01/2034		602,375.00	602,375.00		602,375	
04/01/2035	1,440,000	602,375.00	2,042,375.00		2,042,375	
06/30/2035						2,644,750
10/01/2035		580,775.00	580,775.00		580,775	
04/01/2036	1,485,000	580,775.00	2,065,775.00		2,065,775	
06/30/2036						2,646,550
10/01/2036		558,500.00	558,500.00		558,500	
04/01/2037	1,525,000	558,500.00	2,083,500.00		2,083,500	
06/30/2037						2,642,000
10/01/2037		528,000.00	528,000.00		528,000	
04/01/2038	1,590,000	528,000.00	2,118,000.00		2,118,000	
06/30/2038						2,646,000
10/01/2038		496,200.00	496,200.00		496,200	
04/01/2039	1,650,000	496,200.00	2,146,200.00		2,146,200	
06/30/2039						2,642,400
10/01/2039		463,200.00	463,200.00		463,200	
04/01/2040	1,715,000	463,200.00	2,178,200.00		2,178,200	
06/30/2040						2,641,400
10/01/2040		428,900.00	428,900.00		428,900	
04/01/2041	1,785,000	428,900.00	2,213,900.00		2,213,900	
06/30/2041						2,642,800
10/01/2041		393,200.00	393,200.00		393,200	
04/01/2042	1,860,000	393,200.00	2,253,200.00		2,253,200	
06/30/2042						2,646,400
10/01/2042		356,000.00	356,000.00		356,000	
04/01/2043	1,930,000	356,000.00	2,286,000.00		2,286,000	
06/30/2043						2,642,000
10/01/2043		317,400.00	317,400.00		317,400	
04/01/2044	2,010,000	317,400.00	2,327,400.00		2,327,400	
06/30/2044						2,644,800
10/01/2044		277,200.00	277,200.00		277,200	
04/01/2045	2,090,000	277,200.00	2,367,200.00		2,367,200	
06/30/2045						2,644,400
10/01/2045		235,400.00	235,400.00		235,400	
04/01/2046	2,175,000	235,400.00	2,410,400.00		2,410,400	
06/30/2046						2,645,800
10/01/2046		191,900.00	191,900.00		191,900	
04/01/2047	2,260,000	191,900.00	2,451,900.00		2,451,900	
06/30/2047						2,643,800
10/01/2047		146,700.00	146,700.00		146,700	
04/01/2048	2,350,000	146,700.00	2,496,700.00		2,496,700	
06/30/2048						2,643,400
10/01/2048		99,700.00	99,700.00		99,700	
04/01/2049	2,445,000	99,700.00	2,544,700.00		2,544,700	
06/30/2049						2,644,400
10/01/2049		50,800.00	50,800.00		50,800	
04/01/2050	2,540,000	50,800.00	2,590,800.00		2,590,800	
06/30/2050						2,641,600
	43,940,000	33,585,045.28	77,525,045.28	3,492,045.28	74,033,000	74,033,000

NET DEBT SERVICE

**Brunswick County, North Carolina
Northwest Water Treatment Plant - Reverse Osmosis
-- Includes 25bps of Interest Rate Cushion --**

Date	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service	Annual Net D/S
10/01/2020		1,437,834.58	1,437,834.58	1,437,834.58		
04/01/2021		1,713,975.00	1,713,975.00	1,713,975.00		
06/30/2021						
10/01/2021		1,713,975.00	1,713,975.00	1,713,975.00		
04/01/2022		1,713,975.00	1,713,975.00	1,713,975.00		
06/30/2022						
10/01/2022		1,713,975.00	1,713,975.00		1,713,975	
04/01/2023	1,555,000	1,713,975.00	3,268,975.00		3,268,975	
06/30/2023						4,982,950
10/01/2023		1,675,100.00	1,675,100.00		1,675,100	
04/01/2024	1,630,000	1,675,100.00	3,305,100.00		3,305,100	
06/30/2024						4,980,200
10/01/2024		1,634,350.00	1,634,350.00		1,634,350	
04/01/2025	1,715,000	1,634,350.00	3,349,350.00		3,349,350	
06/30/2025						4,983,700
10/01/2025		1,591,475.00	1,591,475.00		1,591,475	
04/01/2026	1,800,000	1,591,475.00	3,391,475.00		3,391,475	
06/30/2026						4,982,950
10/01/2026		1,546,475.00	1,546,475.00		1,546,475	
04/01/2027	1,890,000	1,546,475.00	3,436,475.00		3,436,475	
06/30/2027						4,982,950
10/01/2027		1,499,225.00	1,499,225.00		1,499,225	
04/01/2028	1,985,000	1,499,225.00	3,484,225.00		3,484,225	
06/30/2028						4,983,450
10/01/2028		1,449,600.00	1,449,600.00		1,449,600	
04/01/2029	2,085,000	1,449,600.00	3,534,600.00		3,534,600	
06/30/2029						4,984,200
10/01/2029		1,397,475.00	1,397,475.00		1,397,475	
04/01/2030	2,185,000	1,397,475.00	3,582,475.00		3,582,475	
06/30/2030						4,979,950
10/01/2030		1,342,850.00	1,342,850.00		1,342,850	
04/01/2031	2,295,000	1,342,850.00	3,637,850.00		3,637,850	
06/30/2031						4,980,700
10/01/2031		1,285,475.00	1,285,475.00		1,285,475	
04/01/2032	2,410,000	1,285,475.00	3,695,475.00		3,695,475	
06/30/2032						4,980,950
10/01/2032		1,237,275.00	1,237,275.00		1,237,275	
04/01/2033	2,510,000	1,237,275.00	3,747,275.00		3,747,275	
06/30/2033						4,984,550
10/01/2033		1,187,075.00	1,187,075.00		1,187,075	
04/01/2034	2,610,000	1,187,075.00	3,797,075.00		3,797,075	
06/30/2034						4,984,150
10/01/2034		1,134,875.00	1,134,875.00		1,134,875	
04/01/2035	2,710,000	1,134,875.00	3,844,875.00		3,844,875	
06/30/2035						4,979,750
10/01/2035		1,094,225.00	1,094,225.00		1,094,225	
04/01/2036	2,795,000	1,094,225.00	3,889,225.00		3,889,225	
06/30/2036						4,983,450
10/01/2036		1,052,300.00	1,052,300.00		1,052,300	
04/01/2037	2,875,000	1,052,300.00	3,927,300.00		3,927,300	
06/30/2037						4,979,600
10/01/2037		994,800.00	994,800.00		994,800	
04/01/2038	2,990,000	994,800.00	3,984,800.00		3,984,800	
06/30/2038						4,979,600
10/01/2038		935,000.00	935,000.00		935,000	
04/01/2039	3,110,000	935,000.00	4,045,000.00		4,045,000	
06/30/2039						4,980,000
10/01/2039		872,800.00	872,800.00		872,800	
04/01/2040	3,235,000	872,800.00	4,107,800.00		4,107,800	
06/30/2040						4,980,600
10/01/2040		808,100.00	808,100.00		808,100	
04/01/2041	3,365,000	808,100.00	4,173,100.00		4,173,100	
06/30/2041						4,981,200
10/01/2041		740,800.00	740,800.00		740,800	
04/01/2042	3,500,000	740,800.00	4,240,800.00		4,240,800	
06/30/2042						4,981,600
10/01/2042		670,800.00	670,800.00		670,800	
04/01/2043	3,640,000	670,800.00	4,310,800.00		4,310,800	
06/30/2043						4,981,600
10/01/2043		598,000.00	598,000.00		598,000	
04/01/2044	3,785,000	598,000.00	4,383,000.00		4,383,000	
06/30/2044						4,981,000
10/01/2044		522,300.00	522,300.00		522,300	
04/01/2045	3,935,000	522,300.00	4,457,300.00		4,457,300	
06/30/2045						4,979,600
10/01/2045		443,600.00	443,600.00		443,600	
04/01/2046	4,095,000	443,600.00	4,538,600.00		4,538,600	
06/30/2046						4,982,200
10/01/2046		361,700.00	361,700.00		361,700	
04/01/2047	4,260,000	361,700.00	4,621,700.00		4,621,700	
06/30/2047						4,983,400
10/01/2047		276,500.00	276,500.00		276,500	
04/01/2048	4,430,000	276,500.00	4,706,500.00		4,706,500	
06/30/2048						4,983,000
10/01/2048		187,900.00	187,900.00		187,900	
04/01/2049	4,605,000	187,900.00	4,792,900.00		4,792,900	
06/30/2049						4,980,800
10/01/2049		95,800.00	95,800.00		95,800	
04/01/2050	4,790,000	95,800.00	4,885,800.00		4,885,800	
06/30/2050						4,981,600
	82,790,000	63,279,459.58	146,069,459.58	6,579,759.58	139,489,700	139,489,700

IMPORTANT DISCLOSURES

Brunswick County, North Carolina
Enterprise Systems Revenue Bonds, Series 2020
-- Includes 25bps of Interest Rate Cushion --

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Baird seeks to serve as underwriter in connection with a possible issuance of municipal securities you may be considering and not as financial advisor or municipal advisor. Baird is providing the Materials for discussion purposes only, in anticipation of being engaged to serve as underwriter (or placement agent).

The role of an underwriter includes the following: Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors. An underwriter's primary role is to purchase the proposed securities to be issued with a view to distribution in an arm's length commercial transaction with the issuer. An underwriter has financial and other interests that differ from those of the issuer. An underwriter may provide advice to the issuer concerning the structure, timing, terms, and other similar matters for an issuance of municipal securities. Any such advice, however, would be provided in the context of serving as an underwriter and not as municipal advisor, financial advisor or fiduciary. Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the issuer under the federal securities laws and is therefore not required by federal law to act in the best interests of the issuer without regard to its own financial or other interests. An underwriter has a duty to purchase securities from the issuer at a fair and reasonable price but must balance that duty with its duty to sell those securities to investors at prices that are fair and reasonable. An underwriter will review the official statement (if any) applicable to the proposed issuance in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the proposed issuance.

The Materials do not include any proposals, recommendations or suggestions that you take or refrain from taking any action with regard to an issuance of municipal securities and are not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 or Rule 15Ba1-1 thereunder. The Materials are intended to provide information of a factual, objective or educational nature, as well as general information about Baird (including its Public Finance unit) and its experience, qualifications and capabilities.

On April 1, 2019, Baird Financial Corporation, the parent company of Baird, acquired HL Financial Services, LLC, its subsidiaries, affiliates and assigns (collectively 'Hilliard Lyons'). As a result of such common control, Baird and Hilliard Lyons are now affiliated. It is expected that Hilliard Lyons will merge with and into Baird later in 2019.

Any information or estimates contained in the Materials are based on publicly available data, including information about recent transactions believed to be comparable, and Baird's experience, and are subject to change without notice. Baird has not independently verified the accuracy of such data. Interested parties are advised to contact Baird for more information.

If you have any questions or concerns about the above disclosures, please contact Baird Public Finance.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any advice contained in the Materials does not constitute tax advice and shall not be used for the purpose of (i) avoiding tax penalties or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

Extract of Minutes of a regular meeting of the Board of Commissioners of the County of Brunswick, North Carolina held in the Commissioners' Chambers, Brunswick County Government Complex, 30 Government Center Drive NE, Bolivia, North Carolina, at 6:00 pm on March 16, 2020.

The following members were present:

The following members were absent:

Commissioner _____ moved that the following order, a copy of which was available to the Board of Commissioners of the County (the "*Board*") and which was read by title, be adopted:

BOND ORDER AUTHORIZING THE ISSUANCE, DIRECTING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION, AND REQUESTING LOCAL GOVERNMENT COMMISSION APPROVAL OF ENTERPRISE SYSTEMS REVENUE BONDS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA, SERIES 2020

WHEREAS, The State and Local Government Revenue Bond Act, General Statutes of North Carolina, Section 159-80 et seq. (the "*Act*"), authorizes the County of Brunswick, North Carolina (the "*County*") to issue, subject to the approval of the Local Government Commission of North Carolina (the "*Commission*"), at one time or from time to time, revenue bonds of the County for the purposes as specified in the Act; and

WHEREAS, the Board previously adopted a resolution at a meeting held on September 16, 2019 (the "*Original Initial Resolution*") making certain findings of fact, such findings incorporated herein by reference, and directing the application to the Commission for approval of County of Brunswick, North Carolina Enterprise Systems Revenue Bonds, Series 2020 (the "*Bonds*") and hereby further determines to issue the Bonds in an aggregate principal amount not to exceed \$160,000,000 to: (a) finance various improvements to the County's water and wastewater systems, including, but not limited to, expansion of the Northwest Water Treatment Plant with Low Pressure Reverse Osmosis Treatment (collectively, the "*Project*"), and (b) pay the costs of issuing the Bonds; and

WHEREAS, the Board wishes to (a) retain Parker Poe Adams & Bernstein LLP, as bond counsel ("*Bond Counsel*"); (b) retain Robert W. Baird & Co. Incorporated and Stifel, Nicolaus & Co., Inc. (collectively, the "*Underwriters*"); (c) retain U.S. Bank National Association, as trustee for the Bonds (the "*Trustee*"); (d) approve the selection by the Underwriters of McGuireWoods LLP, as counsel to the Underwriters; and (e) retain Raftelis Financial Consultants, Inc., as feasibility consultant (collectively, the "*Financing Team*"); and

WHEREAS, the County will issue the Bonds under (a) the General Trust Indenture dated as of May 1, 2004 (the "*General Indenture*") between the County and First-Citizens Bank & Trust Company, the successor to which is the Trustee, and (b) Series Indenture, Number 11 dated as of April 1, 2020 (the "*Series Indenture*") between the County and the Trustee; and

WHEREAS, the County and the Commission have arranged for the sale of the Bonds to the Underwriters under the terms of a Bond Purchase Agreement to be dated on or about April 16, 2020 (the “Purchase Agreement”); and

WHEREAS, an application has been filed with the Secretary of the Commission requesting Commission approval of the Bonds as required by the Act and, included in such application, the Director of Fiscal Operations of the County has requested that the Commission approve (a) the negotiation of the sale of the Bonds to the Underwriters and (b) the County’s use of the Financing Team; and

WHEREAS, copies of the forms of the following documents relating to the transactions described above have been filed with the County:

1. the Series Indenture;
2. the Purchase Agreement;
3. a Preliminary Official Statement to be dated on or about April 8, 2020 (the “Preliminary Official Statement”) with respect to the Bonds.

NOW THEREFORE, BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA:

Section 1. The Bonds are hereby authorized and will be issued pursuant to the Act to raise the money required to finance (a) the cost of the Project and (b) the costs of issuing the Bonds.

Section 2. The use of the Financing Team is hereby approved in connection with the County’s issuance of the Bonds.

Section 3. The aggregate principal amount of the Bonds authorized by this Bond Order will not exceed \$160,000,000. The Bonds hereby authorized will be special obligations of the County, secured by and paid solely from the proceeds thereof or from Net Revenues (as defined in the General Indenture).

Section 4. The County’s issuance of the Bonds, in substantially the form to be set forth in the Series Indenture, is hereby in all respects approved and confirmed, and the provisions of the General Indenture and the Series Indenture with respect to the Bonds (including without limitation the maturity dates and rates of interest) are hereby approved and confirmed and are incorporated herein by reference. The proceeds from the sale of the Bonds will be deposited in accordance with the Series Indenture.

The principal of, premium, if any, and interest on the Bonds will not be payable from the general funds of the County, nor will the Bonds constitute a legal or equitable pledge, charge, lien or encumbrance on any of the County’s property or on any of its income, receipts or revenues except the funds which are pledged under the Indenture. Neither the credit nor the taxing power of the State of North Carolina or the County is pledged for the payment of the principal of, premium, if any, or interest on the Bonds, and no holder of the Bonds has the right to compel the exercise of the taxing power by the State of North Carolina or the County or the forfeiture of any of its property in connection with any default thereon.

Section 5. The form and content of the Series Indenture and the exhibits thereto are hereby in all respects approved and confirmed, and the Chairman of the Board, the County Manager, and Clerk to the Board are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Series Indenture for and on behalf of the County, including necessary counterparts, in substantially the form and content presented to the County, but with such changes, modifications, additions or deletions

therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Series Indenture, the Chairman of the Board, the County Manager, the Director of Fiscal Operations and Clerk to the Board, or their respective designees, are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Series Indenture as executed. The Trustee is hereby appointed as Registrar and Paying Agent under the Series Indenture.

Section 6. The Board requests that the Commission sell the Bonds to the Underwriters pursuant to the terms of the Purchase Agreement. The form and content of the Purchase Agreement are in all respects approved and confirmed, and the Chairman of the Board, the County Manager, or the Director of Fiscal Operations of the County is hereby authorized, empowered and directed to execute and deliver the Purchase Agreement for and on behalf of the County, including necessary counterparts, in substantially the form and content presented to the County, but with such changes, modifications, additions or deletions therein as he may deem necessary, desirable or appropriate, his execution thereof to constitute conclusive evidence of his approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Purchase Agreement, the Chairman of the Board, the County Manager, and the Director of Fiscal Operations of the County, or their respective designees, are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Purchase Agreement as executed.

Section 7. The form and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the use of the Preliminary Official Statement and the Official Statement to be dated on or about April 15, 2020 (the "*Official Statement*") by the Underwriters in connection with the sale of the Bonds is hereby in all respects authorized, approved and confirmed.

Section 8. The County Manager or Director of Fiscal Operations of the County is hereby authorized to execute a no-arbitrage certificate to comply with Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder.

Section 9. If any one or more of the covenants, agreements or provisions contained in this Bond Order is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or is for any reason whatsoever held invalid, then such covenants, agreements or provisions will be null and void and will be deemed separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions of this Bond Order or of the Bonds authorized hereunder.

Section 10. No stipulation, obligation or agreement contained in this Bond Order or contained in the Bonds, the General Indenture, the Series Indenture, the Purchase Agreement or any other instrument related to the issuance of the Bonds is a stipulation, obligation or agreement of any officer, agent or employee of the County in his or her individual capacity, and no such officer, agent or employee is personally liable on the Bonds or subject to personal liability or accountability by reason of the issuance thereof.

Section 11. The Chairman of the Board, the County Manager, the Director of Fiscal Operations and the Clerk to the Board, or their respective designees, are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by this Bond Order, the General Indenture, the Series Indenture or the Purchase Agreement; except that none

of the above is hereby authorized or empowered to do anything or execute any document which is in contravention, in any way, of (a) the specific provisions of this Bond Order, (b) the specific provisions of the General Indenture or the Series Indenture, (c) any agreement to which the County is bound, (d) any rule or regulation of the County or (e) any applicable law, statute, ordinance, rule or regulation of the United States of America or the State of North Carolina.

Section 12. The Chairman of the Board, the County Manager, the Director of Fiscal Operations and the Clerk to the Board, or their respective designees, are hereby authorized and directed, individually and collectively, to prepare and furnish, when the Bonds are issued, certified copies of all the proceedings and records of the Board relating to the Bonds, and such other affidavits, certificates and documents as may be required to show the facts relating to the legality and marketability of the Bonds as such facts appear on the books and records in such party's custody and control or as otherwise known to them; and all such certified copies, certificates, affidavits and documents, including any heretofore furnished, constitute representations of the County as to the truth of all statements contained therein.

Section 13. All acts and doings of the Chairman of the Board, the County Manager, the Director of Fiscal Operations and the Clerk to the Board, or their respective designees, that are in conformity with the purposes and intents of this Bond Order and in the furtherance of the issuance of the Bonds and the execution, delivery and performance of the Series Indenture and the Purchase Agreement are hereby in all respects approved and confirmed.

Section 14. All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 15. This Bond Order will take effect immediately on its adoption and, pursuant to Section 159-88 of the General Statutes of North Carolina, as amended, need not be published or subjected to any procedural requirements governing the adoption of ordinances or resolutions by the Board other than the procedures set out in the Act.

The foregoing order entitled "**BOND ORDER AUTHORIZING THE ISSUANCE, DIRECTING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION, AND REQUESTING LOCAL GOVERNMENT COMMISSION APPROVAL OF ENTERPRISE SYSTEMS REVENUE BONDS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA, SERIES 2020**" was seconded by Commissioner _____ and was adopted by the Board on the following vote:

AYES:

NAYS:

STATE OF NORTH CAROLINA)
)
COUNTY OF BRUNSWICK) ss:

I, *Andrea White*, Clerk to the Board of Commissioners of the County of Brunswick, North Carolina ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a bond order entitled “**BOND ORDER AUTHORIZING THE ISSUANCE, DIRECTING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION, AND REQUESTING LOCAL GOVERNMENT COMMISSION APPROVAL OF ENTERPRISE SYSTEMS REVENUE BONDS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA, SERIES 2020**” adopted by the Board of Commissioners of the County of Brunswick, North Carolina, at a meeting held on March 16, 2020.

WITNESS my hand and the corporate seal of the County of Brunswick, North Carolina, this the 16th day of March, 2020.

Andrea White
Clerk to the Board
County of Brunswick, North Carolina

County of Brunswick
Office of the County Commissioners



**BOND ORDER AUTHORIZING THE ISSUANCE, DIRECTING THE APPLICATION TO THE LOCAL
GOVERNMENT COMMISSION, AND REQUESTING LOCAL GOVERNMENT COMMISSION APPROVAL OF
ENTERPRISE SYSTEMS REVENUE BONDS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA,
SERIES 2020**

WHEREAS, The State and Local Government Revenue Bond Act, General Statutes of North Carolina, Section 159-80 et seq. (the "*Act*"), authorizes the County of Brunswick, North Carolina (the "*County*") to issue, subject to the approval of the Local Government Commission of North Carolina (the "*Commission*"), at one time or from time to time, revenue bonds of the County for the purposes as specified in the Act; and

WHEREAS, the Board previously adopted a resolution at a meeting held on September 16, 2019 (the "*Original Initial Resolution*") making certain findings of fact, such findings incorporated herein by reference, and directing the application to the Commission for approval of County of Brunswick, North Carolina Enterprise Systems Revenue Bonds, Series 2020 (the "*Bonds*") and hereby further determines to issue the Bonds in an aggregate principal amount not to exceed \$160,000,000 to: (a) finance various improvements to the County's water and wastewater systems, including, but not limited to, expansion of the Northwest Water Treatment Plant with Low Pressure Reverse Osmosis Treatment (collectively, the "*Project*"), and (b) pay the costs of issuing the Bonds; and

WHEREAS, the Board wishes to (a) retain Parker Poe Adams & Bernstein LLP, as bond counsel ("*Bond Counsel*"); (b) retain Robert W. Baird & Co. Incorporated and Stifel, Nicolaus & Co., Inc. (collectively, the "*Underwriters*"); (c) retain U.S. Bank National Association, as trustee for the Bonds (the "*Trustee*"); (d) approve the selection by the Underwriters of McGuireWoods LLP, as counsel to the Underwriters; and (e) retain Raftelis Financial Consultants, Inc., as feasibility consultant (collectively, the "*Financing Team*"); and

WHEREAS, the County will issue the Bonds under (a) the General Trust Indenture dated as of May 1, 2004 (the "*General Indenture*") between the County and First-Citizens Bank & Trust Company, the successor to which is the Trustee, and (b) Series Indenture, Number 11 dated as of April 1, 2020 (the "*Series Indenture*") between the County and the Trustee; and

WHEREAS, the County and the Commission have arranged for the sale of the Bonds to the Underwriters under the terms of a Bond Purchase Agreement to be dated on or about April 16, 2020 (the "*Purchase Agreement*"); and

WHEREAS, an application has been filed with the Secretary of the Commission requesting Commission approval of the Bonds as required by the Act and, included in such application, the Director

of Fiscal Operations of the County has requested that the Commission approve (a) the negotiation of the sale of the Bonds to the Underwriters and (b) the County's use of the Financing Team; and

WHEREAS, copies of the forms of the following documents relating to the transactions described above have been filed with the County:

1. the Series Indenture;
2. the Purchase Agreement;
3. a Preliminary Official Statement to be dated on or about April 8, 2020 (the "*Preliminary Official Statement*") with respect to the Bonds.

NOW THEREFORE, BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA:

Section 1. The Bonds are hereby authorized and will be issued pursuant to the Act to raise the money required to finance (a) the cost of the Project and (b) the costs of issuing the Bonds.

Section 2. The use of the Financing Team is hereby approved in connection with the County's issuance of the Bonds.

Section 3. The aggregate principal amount of the Bonds authorized by this Bond Order will not exceed \$160,000,000. The Bonds hereby authorized will be special obligations of the County, secured by and paid solely from the proceeds thereof or from Net Revenues (as defined in the General Indenture).

Section 4. The County's issuance of the Bonds, in substantially the form to be set forth in the Series Indenture, is hereby in all respects approved and confirmed, and the provisions of the General Indenture and the Series Indenture with respect to the Bonds (including without limitation the maturity dates and rates of interest) are hereby approved and confirmed and are incorporated herein by reference. The proceeds from the sale of the Bonds will be deposited in accordance with the Series Indenture.

The principal of, premium, if any, and interest on the Bonds will not be payable from the general funds of the County, nor will the Bonds constitute a legal or equitable pledge, charge, lien or encumbrance on any of the County's property or on any of its income, receipts or revenues except the funds which are pledged under the Indenture. Neither the credit nor the taxing power of the State of North Carolina or the County is pledged for the payment of the principal of, premium, if any, or interest on the Bonds, and no holder of the Bonds has the right to compel the exercise of the taxing power by the State of North Carolina or the County or the forfeiture of any of its property in connection with any default thereon.

Section 5. The form and content of the Series Indenture and the exhibits thereto are hereby in all respects approved and confirmed, and the Chairman of the Board, the County Manager, and Clerk to the Board are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Series Indenture for and on behalf of the County, including necessary counterparts, in substantially the form and content presented to the County, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Series Indenture, the Chairman of the Board, the County Manager, the Director of Fiscal Operations and Clerk to the Board, or their respective designees,

are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Series Indenture as executed. The Trustee is hereby appointed as Registrar and Paying Agent under the Series Indenture.

Section 6. The Board requests that the Commission sell the Bonds to the Underwriters pursuant to the terms of the Purchase Agreement. The form and content of the Purchase Agreement are in all respects approved and confirmed, and the Chairman of the Board, the County Manager, or the Director of Fiscal Operations of the County is hereby authorized, empowered and directed to execute and deliver the Purchase Agreement for and on behalf of the County, including necessary counterparts, in substantially the form and content presented to the County, but with such changes, modifications, additions or deletions therein as he may deem necessary, desirable or appropriate, his execution thereof to constitute conclusive evidence of his approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Purchase Agreement, the Chairman of the Board, the County Manager, and the Director of Fiscal Operations of the County, or their respective designees, are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Purchase Agreement as executed.

Section 7. The form and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the use of the Preliminary Official Statement and the Official Statement to be dated on or about April 15, 2020 (the "*Official Statement*") by the Underwriters in connection with the sale of the Bonds is hereby in all respects authorized, approved and confirmed.

Section 8. The County Manager or Director of Fiscal Operations of the County is hereby authorized to execute a no-arbitrage certificate to comply with Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder.

Section 9. If any one or more of the covenants, agreements or provisions contained in this Bond Order is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or is for any reason whatsoever held invalid, then such covenants, agreements or provisions will be null and void and will be deemed separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions of this Bond Order or of the Bonds authorized hereunder.

Section 10. No stipulation, obligation or agreement contained in this Bond Order or contained in the Bonds, the General Indenture, the Series Indenture, the Purchase Agreement or any other instrument related to the issuance of the Bonds is a stipulation, obligation or agreement of any officer, agent or employee of the County in his or her individual capacity, and no such officer, agent or employee is personally liable on the Bonds or subject to personal liability or accountability by reason of the issuance thereof.

Section 11. The Chairman of the Board, the County Manager, the Director of Fiscal Operations and the Clerk to the Board, or their respective designees, are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by this Bond Order, the General Indenture, the Series Indenture or the Purchase Agreement; except that none of the above is hereby authorized or empowered to do anything or execute any document which is in

contravention, in any way, of (a) the specific provisions of this Bond Order, (b) the specific provisions of the General Indenture or the Series Indenture, (c) any agreement to which the County is bound, (d) any rule or regulation of the County or (e) any applicable law, statute, ordinance, rule or regulation of the United States of America or the State of North Carolina.

Section 12. The Chairman of the Board, the County Manager, the Director of Fiscal Operations and the Clerk to the Board, or their respective designees, are hereby authorized and directed, individually and collectively, to prepare and furnish, when the Bonds are issued, certified copies of all the proceedings and records of the Board relating to the Bonds, and such other affidavits, certificates and documents as may be required to show the facts relating to the legality and marketability of the Bonds as such facts appear on the books and records in such party's custody and control or as otherwise known to them; and all such certified copies, certificates, affidavits and documents, including any heretofore furnished, constitute representations of the County as to the truth of all statements contained therein.

Section 13. All acts and doings of the Chairman of the Board, the County Manager, the Director of Fiscal Operations and the Clerk to the Board, or their respective designees, that are in conformity with the purposes and intents of this Bond Order and in the furtherance of the issuance of the Bonds and the execution, delivery and performance of the Series Indenture and the Purchase Agreement are hereby in all respects approved and confirmed.

Section 14. All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 15. This Bond Order will take effect immediately on its adoption and, pursuant to Section 159-88 of the General Statutes of North Carolina, as amended, need not be published or subjected to any procedural requirements governing the adoption of ordinances or resolutions by the Board other than the procedures set out in the Act.

This the 16th day of March, 2020.

Frank L. Williams, Chair
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

From:
Andrea White

Action Item # VII. - 2.

Governing Body - Resolution Supporting the State of North Carolina's Proposed FY 2019-2021 Biennium Budget
(Commissioner Mike Forte)

Issue/Action Requested:

Request that the Board of Commissioners consider approving a Resolution supporting the State of North Carolina's Proposed FY 2019-2021 Biennium Budget.

Background/Purpose of Request:

The current proposed state budget for the FY 2019-2021 biennium, *House Bill 966 – 2019 Appropriations Act*, includes more than \$16 million in critical funding for educational, public safety, and economic development initiatives for several Brunswick County institutions including:

- More than \$13 million in capital funding for K-12 schools in Brunswick County;
- More than \$2 million in capital funding for Brunswick Community College;
- \$1 million to the Winnabow Volunteer Fire Department for building construction;
- \$25,000 to Southport for fire department equipment;
- \$60,000 to the Ocean Isle Museum Foundation for the Museum of Coastal Carolina; and
- \$150,000 to the Ocean Isle Museum Foundation for Ingram Planetarium

Two options of a proposed resolution supporting the State of North Carolina's proposed FY 2019-2021 Biennium Budget are included for the Board's consideration. Both resolutions encourage all members of the General Assembly to enact the proposed budget.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners consider approving a Resolution supporting the State of North Carolina's Proposed FY 2019-2021 Biennium Budget.

ATTACHMENTS:

Description

- ☐ Resolution Support the State's Budget - Option 1
- ☐ Resolution Support the State's Budget - Option 2

Option 1

County of Brunswick
Office of the County Commissioners



**RESOLUTION SUPPORTING THE STATE OF NORTH CAROLINA'S
PROPOSED FY 2019-2021 BIENNIUM BUDGET**

WHEREAS, Brunswick County recognizes that strong partnerships in the community create lasting, positive impact for the residents of Brunswick County and surrounding areas; and,

WHEREAS, the current proposed state budget for the FY 2019-2021 biennium, *House Bill 966 – 2019 Appropriations Act*, includes more than \$16 million in critical funding for educational, public safety, and economic development initiatives for several Brunswick County institutions including:

- More than \$13 million in capital funding for K-12 schools in Brunswick County;
- More than \$2 million in capital funding for Brunswick Community College;
- \$1 million to the Winnabow Volunteer Fire Department for building construction;
- \$25,000 to Southport for fire department equipment;
- \$60,000 to the Ocean Isle Museum Foundation for the Museum of Coastal Carolina; and
- \$150,000 to the Ocean Isle Museum Foundation for Ingram Planetarium

NOW THEREFORE, BE IT RESOLVED, that the Brunswick County Board of Commissioners strongly encourages all members of the General Assembly to act in accordance with the needs of the State and support Brunswick County by taking measures to enact the proposed bipartisan state budget, notwithstanding the objections of the Governor, to ensure these important programs are funded for the institutions and communities that they will so clearly benefit.

This the 16th day of March, 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 SUPPORTING THE STATE OF NORTH CAROLINA'S
PROPOSED FY 2019-2021 BIENNIUM BUDGET**

WHEREAS, Brunswick County recognizes that strong partnerships in the community create lasting, positive impact for the residents of Brunswick County and surrounding areas; and,

WHEREAS, the current proposed state budget for the FY 2019-2021 biennium, *House Bill 966 – 2019 Appropriations Act*, includes more than \$16 million in critical funding for educational, public safety, and economic development initiatives for several Brunswick County institutions including:

- More than \$13 million in capital funding for K-12 schools in Brunswick County;
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- \$60,000 to the Ocean Isle Museum Foundation for the Museum of Coastal Carolina; and
- \$150,000 to the Ocean Isle Museum Foundation for Ingram Planetarium

NOW THEREFORE, BE IT RESOLVED that the Brunswick County Board of Commissioners strongly encourages all members of the General Assembly to act in accordance with the needs of the State and support Brunswick County by taking measures to ensure these important programs, included in the proposed state budget, are funded for the communities that they will so clearly benefit.

This the 16th day of March, 2020.

Frank L. Williams, Chair
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # VII. - 3.

From: Health and Human Services - Social Services - Traverse Software
David Stanley, HHS Executive Director as Service Agreement (David Stanley, HHS Executive Director)

Issue/Action Requested:

Request that the Board of Commissioners approve the service agreement with Northwoods Consulting Partners, Inc. for the Traverse software package.

Background/Purpose of Request:

The Department of Social Services received approval in the FY 2019-2020 budget process to procure the Traverse upgrade for the existing document management system, Northwoods.

Traverse empowers social workers and supervisors to make better case decisions throughout the life of the case by automatically analyzing an entire case file, including dark data to provide a quick, meaningful snapshot of specific, detailed information related to a person, case, or topic. Will allow for greater insight and decisions. System will map people based on their relationship to the child, highlight significant events presented in chronological order and/or by type as well as topics and themes referenced in case such as psychotropic medications or substance abuse. The upgrade will save social workers time and assist social work supervisors.

This contract expenditure is spread across three fiscal years. The first year contains the first-year subscription cost, plus one-time set up fees and discounts (a total of \$205,706.00), with two additional years of subscription fees coming in 2021 and 2022 (\$154,000.00 each year).

Staff recommends approval of this service agreement.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
First year funding is available in the current budget.

Approved By County Attorney:

County Attorney's Recommendation:

Suggested revisions waiting on circulation.

County Manager's Recommendation:

Recommend the Board of Commissioners approve the service agreement with Northwoods Consulting Partners, Inc. for the Traverse software package.

ATTACHMENTS:

Description

- ☐ Software Agreement
- ☐ Statement of Work

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (hereinafter referred to as "Agreement" or "SaaS Agreement") is made and entered when fully executed by signatures of both parties ("Effective Date") by and between Northwoods Consulting Partners, Inc., an Ohio corporation with its principal offices at 5200 Rings Road, Dublin, Ohio 43017, USA, (hereinafter referred to as "Northwoods"), and Brunswick County with its Department of Social Services located at 60 Government Center Drive, Bolivia, NC, 28422 (hereinafter referred to as "You" "Your" or "Subscriber").

1. **Scope of Agreement.** This Agreement states the terms and conditions under which Northwoods will:
 - a) Grant You access to certain software programs and related documentation on a non-exclusive basis; and
 - b) Provide services such as project management, installation, training, infrastructure hosting, and support to You.
 - c) In the event there is a conflict between this Service Agreement and the attached Scope of Work, the terms of this Service Agreement shall govern.
2. **Definitions.** As used in this Agreement, the following definitions apply to capitalized terms:
 - a) "Aggregate/Anonymous Data" means: (i) data generated by aggregating Your Data with other data so that the results are non-personally identifiable with respect to You or your customers; and (ii) anonymous learning, logs, and data regarding the use of the Services.
 - b) "Charges" means the amounts to be paid by You for the right to use the Software, for Services provided to You, and for hardware or other Third Party Products under the terms of this Agreement. The Charges are described in Attachment A and the payment schedule for these Charges are defined in Schedule A1.
 - c) "Documentation" means Northwoods' electronic user guides, documentation, and help and training materials, as updated from time to time.
 - d) "Northwoods Software" means the Compass®, Traverse®, or other proprietary Northwoods-branded, computer programs, in object code form, and their associated documentation. Attachment A lists separately the various modules and quantities (where applicable) of Northwoods Software made available to You and Attachment B contains the terms of use applicable to the Northwoods Software.
 - e) "Service Level Agreement" or "SLA" defines the terms under which Northwoods will offer the Services, as defined in Schedule C1.
 - f) "Services" means the Software and professional services that are ordered by and paid by You.
 - g) "Software" means collectively Northwoods Software and any Third Party Products.
 - h) "Statement of Work" means the detailed work plan for the initial implementation, attached hereto as Attachment D.
 - i) "Support Services" means the maintenance and support services to be provided by Northwoods in accordance with Attachment C.
 - j) "Third Party Products" means any product or software program acquired by Northwoods from an outside vendor on Your behalf under the terms of this Agreement. Attachment A lists separately the various Third Party Products made available to You.
 - k) "Your Data" means electronic data and information submitted by You or for You to the Services or collected and processed by or for You using the Services.
 - l) "Your Database" means a collection of data records that are maintained as a single logical area that is used, accessed, or acted upon by You.
3. **Northwoods' Responsibilities.** Northwoods will (i) make the Services available to You pursuant to this Agreement; (ii) provide professional services for the initial implementation of this project, as described more fully in Attachment D; and (iii) provide our Support Services to You, as described more fully in Attachment C.
4. **Term.** The term of this Agreement is for a period of three (3) years from the Effective Date ("Initial Term"). This Agreement may be terminated by either Party as provided in Section 13. At the expiration of the Initial Term, this Agreement may be renewed on an annual basis on the anniversary of the Effective Date for two (2) additional one year terms by mutual written agreement of the parties.
5. **Initial Implementation.** Northwoods will furnish only such staff, materials, supplies, and labor for the initial implementation as detailed in the Statement of Work for this Project. Upon execution by both parties, any subsequent Statement of Work will become part of this Agreement. The Parties may modify the requirements

of any Statement of Work through a written change order, and such written change order will become part of the Statement of Work when executed by authorized representatives of both parties.

6. Requirements of Marketing Partner Program. You are being provided significant discounts for this project in exchange for Your agreement to be a resource for other potential customers of Northwoods to ask questions about the project and the Software. This program is not intended to be an endorsement of Northwoods or Northwoods' solutions but is a resource for other public buyers to get direct feedback on Your experience with Northwoods. Therefore:
 - a) You agree to participate with Northwoods to create a case study after successful implementation of the Software.
 - b) You agree to participate in Software presentations, provided an employee of Brunswick County is available, and provided any such presentations are minimal disruptions to Your activities.
 - c) You agree to allow other customers of Northwoods to visit or call You to discuss the Software implementation, provided any such visits or calls are of minimal disruption to Your activities and any such visitor or caller receives advance approval from You for such contact.
 - d) You agree to be referenced as a user of the Software in any of Northwoods' marketing and proposal documents. This reference as a user shall not constitute nor be characterized as an endorsement.
7. Charges and Payment Terms.
 - a) You agree to pay Northwoods the Charges at the times and in the amounts set forth in Schedule A1.
 - b) Invoices are payable net thirty (30) days after receipt of invoice. Failure to remit timely payment of any invoice may result in Northwoods ceasing work on the initial implementation and/or ceasing to provide the Services.
 - c) Any delay in the project that is the direct result of Your failure to comply with the terms of this Agreement and any of its Attachments or Schedules may result in Northwoods ceasing work on the initial implementation and will require You to reimburse Northwoods' actual costs incurred as a result of said delay.
8. Non-Appropriation. If the Board of County Commissioners does not appropriate the funding needed by Brunswick County to make payments under this Agreement for a given fiscal year, Brunswick 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, Brunswick County will promptly notify Northwoods 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 Brunswick County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.
9. Taxes. Fees are exclusive of taxes and You will promptly pay or reimburse Northwoods for all taxes arising out of this Agreement, whether or not Northwoods provided prior notice of, or invoiced, any such taxes to You. For purposes of this Agreement, "taxes" means any sales, use, and other taxes (other than taxes on Northwoods' income), export and import fees, customs duties, and similar charges applicable to the transactions contemplated by this Agreement that are imposed by any government or other authority. If You are required to pay or withhold any tax in respect of any payments due to Northwoods hereunder, You will gross up payments actually made such that Northwoods receives sums due hereunder in full and free of any deduction for any such tax. If You are legally entitled to an exemption from the payment of any taxes, You will promptly provide Northwoods with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims exemption.
10. You acknowledge and understand that the output of Northwoods Software is not intended to replace human discretion, decision-making or research, but is to be used as a guidance tool only.
11. Ownership.
 - a) Your Data shall be considered Confidential Information and remains Your sole and exclusive property. Notwithstanding the foregoing, and subject to Section 11 below, You grant Northwoods a limited, revocable, royalty-free license to use Your Data only for the purpose of providing and continually improving and refining the Services. The license grant includes a license to store, transmit, maintain, and display Your Data only to the extent necessary to provide the Services to You.
 - b) Customizations. Any customization of Northwoods Software specifically for You or at Your request is

owned by You, with all rights, title, and interest to such customization being assigned to You. For such customizations, You grant Northwoods a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute such customization(s) for its own business purposes and for use with other customers.

- c) **Aggregate/Anonymous Data.** You agree that Northwoods will have the right to generate Aggregate/Anonymous Data. Notwithstanding anything to the contrary herein, the Parties agree that Northwoods may use Aggregate/Anonymous Data for any business purpose during or after the term of this Agreement (including without limitation to develop and improve Northwoods' products and services and to create and distribute reports and other materials). Northwoods will not distribute Aggregate/Anonymous Data in a manner that personally identifies You or your customers.
 - d) **Feedback.** If You elect to provide any feedback, suggestions, comments, improvements, ideas, or other information to Northwoods regarding the Service(s) ("Feedback"), you acknowledge that the Feedback is not confidential and you authorize Northwoods to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to Northwoods a nonexclusive, royalty-free, fully-paid, perpetual, irrevocable, transferable, and fully sublicensable right to use the Feedback in any manner and for any purpose.
12. **Privacy.** You are aware and agree that Northwoods may, as part of the normal operation and support of the Services, collect information related to the use of the Services, through tracking and other technologies. Northwoods does so to gather usage statistics and information about the effectiveness of our Services for the purpose of improving user experience.
13. **Publicity.** You authorize Northwoods to identify You as a client, and to use Your name and logo in any of Northwoods' mutually agreed to advertising copy, promotional material, and/or press releases.
14. **Termination.**
- a) Either Party may terminate this Agreement as of the last day of the Initial Term or any additional one year term by giving the other Party not less than sixty (60) days' written notice of termination prior to the last day of the Initial Term, or the last day of any additional one year term.
 - b) If either Party is in default of any of its obligations hereunder and have not commenced cure within ten (10) days and effected cure within thirty (30) days of receipt of written notice of default from the non-defaulting Party, then the non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party.
 - c) In the event of termination, You shall be responsible for payment for all Services rendered by Northwoods through the date of termination.
 - d) Upon termination of this Agreement for any reason, You shall immediately (i) discontinue any and all use of the Software and Documentation; and (ii) either (A) return the Documentation to Northwoods, or (B) with the prior permission of Northwoods, destroy the Documentation and certify in writing to Northwoods that You have completed such destruction. Further, upon termination of this Agreement, Northwoods may immediately deactivate Your account.
 - e) Upon receipt of a termination notice and within thirty (30) days of the date of termination of this Agreement by either Party, Northwoods will make Your Data available to You for export or download. Specifically, within 30 days of the date of termination, Northwoods will provide You with an encrypted hard drive containing 1) all data stored in the database in a format that is comparable to a relational database backup; and 2) all other content in the original format in which it was collected (e.g., jpeg or mp3) at no additional cost to You. Northwoods would make available the Traverse application for the remaining 60 days in a read only to You for the purposes to test the data files, perform verification, validation and data integrity on the files received.
15. **Limited Warranty; Indemnification.**
- a) Northwoods warrants the Software will substantially conform in all material respects with the applicable Documentation. Northwoods will correct any problems or defects in accordance with the Support Services provisions set forth in Attachment C. The foregoing will be Northwoods' sole liability with regard to problems or defects in the Software under this Agreement.
 - b) Northwoods further represents and warrants that it has all rights required to provide the Services to You and that to the best of Northwoods' knowledge neither the Software nor the Services infringe upon or violate the United States patent rights of any third party or the copyright or trade secret right of any third party. Northwoods shall defend, indemnify and hold harmless Subscriber, its officers, officials, agents and employees from and against all actions, liabilities, claims, suits, damages, costs or expenses of any kind

which may be brought or made against Subscriber or which Subscriber must pay and incur arising out any actual or alleged infringement of the Software or any bundled, third-party software ("IP Claim") as set forth in Attachment B. In the event such an infringement is found and Northwoods cannot either procure the right to continued use of the Northwoods Software, or replace or modify the Northwoods Software with a non-infringing program, then Northwoods may terminate this Agreement. Notwithstanding the foregoing, Northwoods shall have no obligation to defend or indemnify You with respect to any IP Claim to the extent that the IP Claim is based upon (i) the negligence or willful misconduct of You; (ii) the use of the Northwoods Software in combination with other products or services not made or furnished by Northwoods, provided that the Northwoods Software alone is not the cause of such IP Claim; or (iii) the modification of the Northwoods Software or any portion thereof by anyone other than Northwoods, provided that the Northwoods Software in unmodified form is not the cause of such IP Claim. Any prepaid amounts for the software or services will immediately be refunded to you, prorated based upon the termination date.

- c) If any modifications, additions, or alterations of any kind or nature are made to the Software by You or anyone acting with Your consent or under Your direction, all warranties will immediately terminate.
- d) NORTHWOODS HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, WHETHER IN RELATION TO THE SOFTWARE, HARDWARE, OR THE PROVISION OF ANY SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY TRADE USAGE OR COURSE OF DEALING. YOUR EXCLUSIVE REMEDY OF A BREACH OF THE SECTION 15(a) WARRANTY AND NORTHWOODS' SOLE OBLIGATION IS TO ATTEMPT TO MODIFY THE SOFTWARE AND ELIMINATE THE PROBLEM OR DEFECT. IN THE EVENT NORTHWOODS CANNOT ELIMINATE THE PROBLEM, THIS AGREEMENT WILL BE TERMINATED, AND ANY PREPAID AMOUNTS FOR THE SOFTWARE OR SERVICES WILL IMMEDIATELY BE REFUNDED TO YOU, PRORATED BASED UPON THE TERMINATION DATE

16. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. In no event shall either Party be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the Services even if a Party has been advised of the possibility of such damages.

17. Confidentiality.

- a) Each Party (including its employees and agents) will use the same standard of care, but in no event less than reasonable care, that it uses to protect its own confidential information to protect any confidential information of the other Party that is disclosed during negotiation or performance of this Agreement.
- b) You will take adequate steps and security precautions to prevent unauthorized disclosure of information which is proprietary to Northwoods and/or the owner of the Third Party Products. This includes, but is not limited to: (i) instructing Your employees that have access to such information not to copy or duplicate the same or any part thereof and to withhold disclosure or access or reference thereto from unauthorized third parties; and (iii) maintaining proper control of passwords and security procedures to prevent unauthorized access to Your Database.
- c) The restrictions regarding the use and disclosure of confidential information do not apply to information that is: (i) in the public domain through no fault of the receiving Party; (ii) within the legitimate possession of the receiving Party, with no confidentiality obligations to a third party; (iii) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure; (iv) 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; (v) disclosed with the prior written consent of the disclosing Party; or (vi) 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 the disclosing

Party's sole expense.

18. **Notices.** All official notifications, including but not limited to, termination of this Agreement must be sent to the other Party's authorized representative. All notices required under this Agreement will be in writing and deemed delivered upon: (1) personal delivery; (2) three (3) days subject to being posted with the U.S. registered or certified mail, return receipt requested; or (3) two (2) days after deposit with a commercial express air courier specifying next day delivery, with verification of receipt.

Northwoods' authorized representative for the purpose of administration of this contract is:

Name: Sarah Edwards, General Counsel and Chief Administrative Officer
Address: 5200 Rings Road
Dublin, OH 43017
Telephone: (614) 781-7800
Email: Sarah.Edwards@teamnorthwoods.com

Your authorized representative for the purpose of administration of this contract is:

Name: Jay Murray, Business Manager
Address: Brunswick County Health and Human Services
P. O. Box 219
Bolivia, NC 28422
Telephone: (910) 253-2272
Email: james.murray@brunswickcountync.gov

19. 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.
20. This Agreement shall be binding upon all parties hereto and upon their respective heirs, executors, administrators, successors, and permitted assigns.
21. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by all parties to this Agreement.
22. This Agreement and any claim, action, suit, proceeding, or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of North Carolina without regard to its conflicts of laws provisions. Venue and jurisdiction for any action, suit, or proceeding arising out of this Agreement shall vest exclusively 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.
23. 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.
24. Divestment from Companies that Boycott Israel. Northwoods 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.
25. Debarment. Northwoods 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. Northwoods must notify Subscriber within thirty (30) days if debarred by any governmental entity during this Agreement.
26. Non-Discrimination in Employment. Northwoods 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. Northwoods

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

27. Compliance with E-Verify Program. Pursuant to N.C.G.S. § 143-133.3, Northwoods understands that it is a requirement of this Agreement that Northwoods and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Northwoods 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 Northwoods shall require its subcontractors to do the same. Upon request, Northwoods agrees to provide Subscriber with an affidavit of compliance or exemption.
28. Governmental Immunity. Subscriber, 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. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
30. Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership, association or joint venture between the parties in the conduct of the provisions of this Agreement. Northwoods shall at all times have the status of an independent contractor.
31. If by reason of *force majeure* either party is unable in whole or in part to act in accordance with this Agreement, the party shall not be deemed in default during the continuance of such inability. The term "*force majeure*" as used herein shall include without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions. Each party, however, shall remedy with all reasonable dispatch any such cause to the extent within its reasonable control which prevents the party from carrying out its obligations contained herein.
32. Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
33. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. 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.
34. This Agreement sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof.

*Remainder of Page Intentionally Blank
Signature Page Follows*



IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, as of the date first above written.

Northwoods Consulting Partners, Inc.

By: _____

Nick Patel, Chief Financial Officer

Date: _____

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

By: _____
Frank Williams
Chairman, Board of Commissioners

[SEAL]

Date: _____

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

Julie A. Miller, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC

Attachment A



Date Submitted: 02/18/2020
 Expiration Date: 06/24/2020

Quote for Traverse

Prepared for Brunswick County DSS
 Prepared by Chris Mease, Northwoods Consulting Partners

Summary

The following is a fixed quote of Software-as-a-Service (SaaS) and Professional Services for the implementation of Traverse within Brunswick County DSS.

First Year Cost

Description	Period	Code	Cost
Traverse Subscription (100,001-200,000 Population)	Year 1	SaaS-TRV-P0	\$154,000.00
Traverse Professional Services	Year 1	PS-TRV-H1	\$170,250.00
Traverse/Compass Pilot/Laserfiche Integration	Year 1	PS-TRV-H1	\$43,200.00
Upfront Content Migration (Approx. 366,350 Images)	Year 1	PS-TRV-H1	\$21,981.00

SaaS & Professional Services Total** **\$389,431.00**

Early Adopter Incentives

Description	Code	Cost
"First Three in State in 2020" SaaS Reduction*	SaaS-TRV-P0	\$77,000.00
"First Three in State in 2020" Professional Services Reduction*	PS-TRV-H1	\$85,125.00
"First Three in State in 2020" Integration Reduction*	PS-TRV-H1	\$21,600.00

Early Adopter Incentive Total **\$183,725.00**

Post-Discount SaaS & Professional Services Cost

Description	Period	Code	Cost
Traverse Subscription (100,001-200,000 Population)	Year 1	SaaS-TRV-P0	\$77,000.00
Traverse Professional Services	Year 1	PS-TRV-H1	\$85,125.00
Traverse/Compass Pilot/Laserfiche Integration	Year 1	PS-TRV-H1	\$21,600.00
Upfront Content Migration (Approx. 366,350 Images)	Year 1	PS-TRV-H1	\$21,981.00

Post-Discount SaaS & Professional Services Total **\$205,706.00**

Annual Ongoing Cost After First Year

Description	Period	Code	Cost
Traverse Subscription (100,001-200,000 Population)	Year 2	SaaS-TRV-P0	\$154,000.00
Traverse Subscription (100,001-200,000 Population)	Year 3	SaaS-TRV-P0	\$154,000.00

3 Year SaaS Total **\$385,000.00**

* - Northwoods is offering an early adopter discount for the first three counties in North Carolina that purchase Traverse. Customer must be in contract before June 24, 2020 to be eligible for this discount. Additional terms and conditions apply.

** - NOTE: If three other counties enter into contract with Northwoods prior to Brunswick County DSS, or if Brunswick County DSS is not in contract by June 24, 2020, then SaaS & Professional Services Total will be the amount that Brunswick County DSS is charged, and therefore, is the amount that should be budgeted for when considering this project.

Applicable taxes are not included.

SCHEDULE A1
Payment Terms

DESCRIPTION	AMOUNT DUE
Software Subscription (Initial Term)*	
Traverse Subscription, Year 1 -- Due upon execution of Agreement	\$77,000.00
Traverse/Compass Pilot/Laserfiche Integration** – Due upon execution of Agreement	\$21,600.00
Upfront Content Migration (Approx. 366,350 Images) – Due upon execution of Agreement	\$21,981.00
Software Subscription	
Traverse Subscription, Year 2, Due on anniversary of Effective Date	\$154,000.00
Traverse Subscription, Year 3, Due on anniversary of Effective Date	\$154,000.00
Professional Services***	
30% due upon completion of the Startup Phase of the Project	\$25,537.50
20% due upon completion of the Design Phase of the Project	\$17,025.00
20% due upon completion of the Test Phase of the Project	\$17,025.00
20% due upon completion of the Deploy Phase of the Project	\$17,025.00
10% due upon completion of the Closeout Phase of the Project	\$8,512.50

*Software Subscription for Initial Term *only* includes one-time early adopter discount of 50%.

**Traverse/Compass Pilot/Laserfiche integration includes one-time early adopter discount of 50%.

***Professional Services fee includes one-time early adopter discount of 50%.

ATTACHMENT B
Terms of Service

1. USAGE GRANT:

- (a) Northwoods grants to You, for the term of this Agreement, a non-exclusive, non-assignable (except as herein provided), non-transferable, right to use the Northwoods Software (as defined in the Software as a Service Agreement), solely for use by You internally, and only for capturing, storing, processing and accessing Your Data. You shall not make any use of the Northwoods Software in any manner not expressly permitted in this Attachment B.
- (b) You acknowledge and understand that the Northwoods Software is available for use only during the term of this Agreement (as defined in the Software as a Service Agreement).
- (c) You agree: (1) not to remove any Northwoods' notices in the Northwoods Software or Documentation; (2) not to sell, transfer, rent, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Northwoods Software or Documentation; and (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Northwoods Software; and 5) not to prepare derivative works from the Northwoods Software or Documentation.
- (d) You may not assign, transfer or sublicense all or part of Your rights without the prior written consent of Northwoods; provided that Northwoods agrees that such consent shall not be unreasonably withheld in the case of any assignment by You of Your rights in their entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Your assets that assumes in writing all of Your obligations and duties under this Attachment B.
- (e) The Northwoods Software may be bundled with software owned by third parties. Such third party software is available for use solely within the Northwoods Software and is not to be used on a stand-alone basis. Notwithstanding the above, You acknowledge that the Northwoods Software may include open source software governed by an open source license, in which case the open source license may grant you additional rights to such open source software.

2. OWNERSHIP:

- (a) Notwithstanding the ownership of any customization made to the Northwoods Software for Subscriber or at Subscriber's request as set forth in Section 11 b) of the Software as a Service Agreement, Northwoods and its licensors retain all right, title, and interest in and to the Software and related documentation and materials, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to You. You agree that nothing in this Agreement or associated documents gives You any right, title or interest in the Software, except for the limited express rights granted herein.
- (b) You are (i) responsible for the accuracy, quality, and legality of Your Data (as defined in the Software as a Service Agreement) and the means by which You acquired Your Data, and (ii) must use commercially reasonable efforts to prevent unauthorized access to or use of the Northwoods Software, and notify Northwoods promptly of any such unauthorized access or use.

3. INTERNET ACCESS:

In order to use the Services, You must have or must obtain access to the World Wide Web, either directly or through devices that access Web-based Content. You must also provide all equipment necessary to make (and maintain) such connection to the World Wide Web.

4. PASSWORDS, ACCESS, AND NOTIFICATION:

You will provide and assign unique password and user names to each authorized user. You acknowledge and agree that You are prohibited from sharing passwords and or user names with unauthorized users. You will be responsible for the confidentiality and use of Your (including Your employees') passwords and user names. You agree to notify Northwoods if You become aware of any loss or theft or unauthorized use of any of Your passwords, user names, and/or account number.

ATTACHMENT C
Ongoing Support

ONGOING SUPPORT.

- a. Support Center Access. Ongoing support services are provided via Northwoods Support Center and generally will be available during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, in the applicable time zone for the Subscriber, excluding Northwoods' holidays, or as otherwise provided by Northwoods to its end users in the normal course of its business, either by telephone or email.
- b. Product Documentation and Videos. All product documentation related to Traverse is available through the application's help feature. Fully searchable and regularly updated, product documentation provides customers with specifics around Traverse features, functionality, configurable settings, and product updates. Northwoods University is a web-based LMS available to all Traverse customers. It contains Traverse-specific videos and training courses designed to strengthen a worker's skills and familiarity with their solution.
- c. Exclusions. Northwoods is not responsible for providing, nor obligated to provide, support services under this Agreement if You requested integration services and changes are made to the source data subsequent to Northwoods performing the integration services. This includes, but is not limited to (i) making changes to the format of the source data; (ii) changing, removing, or introducing new APIs; (iii) changing, removing, or introducing an enterprise service bus; and (iv) changing, removing, or introducing direct database access. Any request by You for Northwoods to support such an instance is available at the sole discretion of Northwoods and Northwoods reserves the right to bill for any such request on a time and materials basis at Northwoods' then-current rates.

SCHEDULE C1 Service Level Agreement

Service Commitment

This Service Level Agreement (SLA) applies to You because you have contracted for web-based software and/or infrastructure hosting services ("Hosting Services").

Northwoods will use commercially reasonable efforts to make its Hosting Services available with a monthly System Availability Percentage (defined below) of at least 99.9% ("Service Commitment").

Definitions

"System Availability Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the Hosting Services were Unavailable to You. System Availability Percentage measurements exclude downtime resulting directly or indirectly from any Hosting Services Exclusion (defined below).

"Scheduled Downtime" equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Northwoods will work with You to determine and use commercially reasonable efforts to schedule any such downtime after regular business hours, during times that minimize the disruption to operations. The amount of Scheduled Downtime may vary from month to month depending on the level of change to the system.

"Unavailable" and "Unavailability" mean all of your running instances have no external connectivity.

Service Credits

Service credits are calculated as a percentage of the total charges paid by You annually for the Hosting Services, divided by twelve (12) to determine the credit for the month in which the Unavailability occurred.

In the event Northwoods does not meet the Service Commitment, You may be eligible to receive a 10% service credit. Northwoods will apply any such service credit only against future Hosting Services payments otherwise due from You. Service credits will not entitle You to any refund or other payment from Northwoods. Service credits may not be transferred or applied to any other account You may have with Northwoods. Unless otherwise provided, Your sole and exclusive remedy for any Unavailability, non-performance, or other failure by Northwoods to provide the Hosting Services is the receipt of a service credit in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a service credit, You must submit a claim by contacting the Director of Northwoods Support Center. To be eligible, the credit request must be received by us by the end of the calendar month after which the incident occurred and must include:

- The words "SLA Credit Request" in the subject line;
- The dates and times of each Unavailability incident that you are claiming;
- Your request logs that document the errors and corroborate your claimed outage.

If the System Availability Percentage of such request is confirmed by Northwoods and is less than the Service Commitment, then Northwoods will issue the service credit to You and will apply such credit against your next annual invoice for Hosting Services. Your failure to provide the request and other information as required above will disqualify You from receiving a service credit.

Hosting Services Exclusions

The Service Commitment does not apply to any Unavailability, suspension, or termination of Hosting Services: (i) caused by factors outside of our reasonable control, include any force majeure event or internet access or related problems beyond the demarcation point of the hosting data center; (ii) that result from any actions or inactions of You or a third party, including failure to acknowledge a recovery volume; (iii) that result from Your equipment, software, or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (iv) that are due to any Scheduled Downtime (collectively, the "Hosting Services Exclusions"). If availability is impacted by factors others than those used in our System Availability Percentage calculation, then we may issue a service credit considering such factors at our discretion.

ATTACHMENT D

Statement of Work

See Attachment



Statement of Work

Traverse Implementation Project

Presented to

Brunswick County, North Carolina
Department of Social Services

Document Version

Version 1.0

Date

February 25, 2020



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Purpose

The purpose of this Statement of Work (SOW) is to define the scope of work and deliverable work products necessary for the implementation of a Traverse solution within Brunswick County Department of Social Services (Brunswick DSS or customer). This SOW specifies the work to be done by the Northwoods Consulting Partners, Inc. (Northwoods) project team in providing the services associated with the Brunswick DSS Traverse Implementation Project (the Project). Any requests for services and/or system functionality that exceed the scope specified in this SOW are subject to change management.¹

¹ See "[Appendix A: Change Management](#)" on page A-1



Project Scope

The project objective is to deploy Traverse for use by Brunswick DSS, which includes the following program areas:

- Child Welfare Services
- Adult Protective Services

Deliverables

The following project deliverables are subsidiary elements of the final project product, each with its own separate but interdependent deliverable scope:

- Baseline Project Schedule
- Client Hardware Deployment
- SaaS Environment Setup
- Electronic Forms Design
- Training
- Training Plan
- Business Process Analysis
- Integration Design Document
- System Testing
- Business Integration Support

Deliverable review procedures are described in "[Appendix B: Deliverable Review Procedures](#)" on page B-1 while deliverable acceptance criteria for this project's deliverables are provided in "[Appendix C: Deliverable Acceptance Criteria](#)" on page C-1.

Northwoods Project Team Roles

The Northwoods project management team is responsible for ensuring the satisfactory and timely completion of each project task by planning, organizing, motivating, and controlling human and equipment/material resources and applying project management methodologies in alignment with Project Management Institute (PMI) standards.

The Northwoods project team will include the following roles:

Role	Responsibilities
Project Sponsor	Manages the overall engagement by providing leadership, coordinating communication, and monitoring resources and operations.



Role	Responsibilities
Project Manager	Manages the project implementation approach, staffing, responsibilities, and delivery of services. Serves as one of the primary points of contact for Brunswick DSS. Oversees and supports solution rollout. Responsible for day-to-day project quality assurance.
Solution Analyst	Leads business process analysis sessions and interviews Brunswick DSS subject matter experts (SMEs). Ensures the solution appropriately meets Brunswick DSS's needs.
Integration Analyst	Leads integration discovery sessions pertaining to the disparate systems being integrated with Traverse.
Solution Architect	Participates in integration discovery sessions and designs integrations. Ensures Traverse successfully integrates with applicable Brunswick DSS systems. Responsible for incorporating Brunswick DSS's electronic filing structure into Traverse and building Brunswick DSS-specific service deliveries within the application. Provides consultation on how Brunswick DSS should deploy Traverse. Responsible for executing internal system testing, which includes the testing of Traverse and testing of any designed integration solution(s).
Trainer	Coordinates the overall delivery of training to Brunswick DSS. Ensures the readiness of Brunswick DSS as it pertains to the delivery of training. Delivers individualized training to Brunswick DSS workers. Provides direct training support to ensure Traverse is appropriately adopted by Brunswick DSS workers.
Forms Lead	Responsible for overseeing the collection and development of up to a total of 400 electronic forms. Provides consultation around what agency forms should be included in Traverse.

Brunswick DSS Key Project Team Roles

The Brunswick DSS project team will include at least the following key roles:

Role	Responsibility
Project Sponsor	Responsible for auditing progress toward project objectives. Provides executive sponsorship for the project and authorizes release of payment according to contract terms.



Role	Responsibility
Project Manager	Responsible for scheduling and overseeing tasks and resources assigned to the project. Ensures that project management standards are met. Assists the Northwoods Project Sponsor with monitoring the overall quality of the project and furthering the ongoing integration of the Northwoods solution. Ensures that solution adoption continues to increase after the project is completed.
Head Coach	Responsible for monitoring the overall quality of the project and furthering the ongoing integration of the Northwoods solution into day-to-day business processes. Ensures that solution adoption continues to increase after the project is completed.
Assistant Coach	Responsible for the day-to-day training and support needs of the Northwoods solution. Ensures the delivery of training occurs during the onboarding process for new hire staff.
IT Lead	Responsible for provisioning necessary hardware and facilitating access to systems that are required to be integrated with Traverse. Responsible for serving as the technical subject matter expert.
Subject Matter Experts	Responsible for participating in business process analysis with Northwoods staff, as well as other identified activities.
System Administrators	Responsible for system administration activities, including provisioning user accounts within Traverse.



Work Activities

The work activities in this section define the tasks necessary for the successful design and deployment of the Traverse solution.

Project Planning and Management

The Northwoods Project Manager is responsible for ensuring the satisfactory and timely completion of each project task by planning, organizing, motivating, and controlling human and equipment/material resources and applying project management methodologies. The internal methodology used by Northwoods Project Managers is as follows:

- **Calendar of Events and Deadlines**
 - Establish, review, and communicate project events and deadlines throughout the duration of the project
- **Change Management**
 - Track and monitor change requests for anything affecting scope, time, or cost for the project
 - Identify and process in-scope and out-of-scope requests
- **Communications Management**
 - Provide project status updates and communication
 - Use appropriate communication channels to ensure visibility and cooperation by communicating status and relevant news about the project to key stakeholders
 - Provide regular status reports to the Brunswick DSS Project Manager and key customer stakeholders
- **Deliverable Management**
 - Facilitate the configuration and implementation of project deliverables and deliverable review procedures
- **Issue and Risk Management**
 - Assign issues to team members for resolution and/or follow up
 - Assign a rank to risks identifying the likelihood and severity of a risk should it happen. Identify methods to mitigate or eliminate the risk
 - Communicate potential risks and issues that may affect the schedule, budget, and/or project deliverables to key stakeholders
 - Identify schedule variance and potential problems
- **Leadership and Decision Support and Prioritization**
 - Identify decision owners and proactively support the project decision-making process



- Determine the relative priority of decisions
- **Work Breakdowns, Schedules, Milestones**
 - Assign work activities and target completion dates required for the project team
 - Review and approve task updates for the project team
 - Adjust the Baseline Project Schedule and/or reassign resources as necessary

For additional details around the Northwoods Project Manager's role, as well as the roles that make up the Northwoods project team, please refer to "[Northwoods Project Team Roles](#)" on page 2.

Business Process Analysis and System Design

The Northwoods project team will interview subject matter experts (SMEs) from Brunswick DSS to determine which business processes will be affected and discover how the required changes can be best managed. The Northwoods project team will work with Brunswick DSS SMEs to identify business processes, forms, and a filing structure conducive to the needs of Brunswick DSS as SMEs interact with Traverse.

As a result, the Northwoods project team will identify which system functions to include at a worker level, as well as which service deliveries will be created, along with who should have access to each. The Northwoods project team will then provide the Functional Specifications Document, develop the Integration Design Document, and prioritize testing requirements.

Electronic Forms Design

Electronic Forms Design consists of all activities required for the Northwoods forms designers to convert up to a maximum of 400 existing paper-based and electronic forms into a user-friendly format during the course of the project. Please note that after project closure, regardless of the number of forms actually converted, any requests for additional electronic forms conversions that were not identified during the project are considered out of scope and may be subject to additional fees.²

Northwoods uses a forms design process that allows forms designers to create electronic forms that an agency uses every day. Northwoods will start the form development process by holding discovery sessions with Brunswick DSS SMEs to ensure appropriate agency forms are selected.

Following discovery sessions, Northwoods forms designers will create an electronic template that is used throughout the development and production process. Northwoods forms designers will then add form fields to the template—including text fields, checkboxes, drop-down lists, and signature fields—based on Brunswick

² Following project completion, Northwoods forms designers will provide Brunswick DSS with up to 80 hours of forms maintenance per year. Forms maintenance involves creating, updating, and retiring electronic forms in Brunswick DSS's forms library. If Brunswick DSS elects to add additional forms into Traverse, the county will be able to draw upon its forms maintenance hours when engaging Northwoods. Any additional electronic forms design and/or maintenance beyond the allocated hours will require a separate work order subject to additional fees.



DSS's existing paper or electronic forms. Northwoods will also add form fields, based on the design request of Brunswick DSS, that can be autofilled with a case, client, and/or service provider's information when Brunswick DSS workers start the form, saving them time and minimizing potential typing mistakes.

Client Hardware Deployment

Client Hardware Deployment includes the activities required to make client-side hardware available for agency use. Brunswick DSS will order and take inventory of client hardware to ensure that it is available for deployment to Traverse end users.

Required client-side hardware includes the following:

- Desktop scanners (one Fujitsu fi-7160 Desktop Scanner is recommended per unit)
- One of the following types of tablets:
 - Apple iPad Wi-Fi and 4G Tablets with iOS 12 or higher
 - Tablets with Windows 10 (version 1709) or higher (Microsoft Surface tablets recommended)

Client Software Deployment

Client Software Deployment includes the Brunswick DSS activities necessary to make client-side software available to Traverse end users. Traverse requires compatible browsers and operating systems as seen in [Traverse Technical Requirements](#).

Northwoods will be available to provide Brunswick DSS with consultation as they complete the following software deployment activities:

- Deploying scanner drivers (PaperStream IP (TWAIN) 1.30.0.5032 recommended) to worker desktop
- Adding the Traverse browser shortcut to worker desktops
- Adding Traverse to favorites/bookmarks in worker browsers
- Adding the Traverse link to the Brunswick DSS intranet site
- Adding the Traverse mobile app to each end user's device via Enterprise Mobility Management (EMM)

For all mobile devices, Northwoods recommends that Brunswick DSS use EMM software (not included with project) for device security, protection, and management. The Northwoods project team will provide Brunswick DSS with consultation around appropriate, industry-standard EMMs.

MEI Development

Northwoods will be responsible for creating a master entity index (MEI) in Traverse for Brunswick DSS' child welfare services and adult protective services case files.



The MEI will include demographic data from existing cases, organizations, and people from Compass Pilot and will enable Northwoods to connect content to case, person, and/or organization attributes within Traverse. To assist its creation, Northwoods will use an import tool to perform a one-time import of demographic data and case narratives directly from Compass Pilot and automatically add it to the MEI.³

Once the MEI is created, Northwoods will provide Brunswick DSS with consultation around how to map the agency's existing Laserfiche taxonomy, inclusive of document types and keywords, to the MEI and content types in Traverse.⁴ For example, Northwoods will consult with Brunswick DSS on how to map a specific document type to a specific content type, and then Brunswick DSS will map the agency's taxonomy. Northwoods will also consult with Brunswick DSS on how to connect specific content items to specific cases, people, and/or organizations within Traverse, and then Brunswick DSS will map the agency's content.

Please note that Brunswick DSS will be responsible for maintaining the MEI once Northwoods finishes creating it. This will involve Brunswick DSS creating all new cases in Traverse as part of the agency's day-forward approach. To ensure that the MEI is appropriately maintained, Northwoods will provide Brunswick DSS with MEI consultation as part of this project's scope.

Laserfiche Integration

In support of this project, Northwoods will integrate Traverse with Laserfiche.

Northwoods will work with Brunswick DSS to extract documents associated with the agency's child welfare services and adult protective services cases from Laserfiche and import the documents into Traverse. To accomplish this task, Brunswick DSS must provide Northwoods with access to the agency's Laserfiche solution. Northwoods will then configure an integration tool that, when executed, extracts documents from Laserfiche and imports them into Traverse.

To facilitate acceptable data quality, the integration must—at a minimum—be executed at least once per day. Ideally, Northwoods recommends this integration to be as close to real-time as possible.

Further, Traverse will be exchanging data bi-directionally with Laserfiche. Northwoods will configure the integration tool to export documents, images, audio files, video files, and associated metadata from Traverse and import them into Laserfiche.

Please note that any changes to the Laserfiche integration process, as well as changes made to the source data that result in additional Northwoods services, are subject to change order. This includes modifying the format of the source data, adding/changing/removing application programming interfaces (APIs), adding/changing/removing an enterprise service bus (ESB), and adding/changing/removing direct database access.

³ The demographic fields available in Compass Pilot may not match the demographic fields available in Traverse. Information contained within incompatible fields in Compass Pilot will not be transferred.

⁴ Additionally, Northwoods will perform discovery to determine what file types are currently being used in Laserfiche, as certain file types are not compatible with Traverse.



System Testing

The Northwoods project team will test the complete, integrated Traverse solution within a dedicated test environment to confirm the system complies with specified requirements. System Testing involves testing of the complete end-to-end system to verify all system functional requirements. This stage of testing includes the execution of a comprehensive set of functional and operational tests.

Solution Review

The Northwoods project team will conduct a solution review to ensure that Traverse functionality and integration(s) are accurately represented in Brunswick DSS' solution.

To accomplish this objective, the Northwoods project team and Brunswick DSS coaches will create and review a set of baselines to appropriately measure Traverse. A baseline is a collection of similar functional items that constitute the solution at a specific point in time. Creating and maintaining baselines is important because it provides a structure for an orderly solution review. Each new baseline, and its associated changes, collectively represents the progression of the project. As the project evolves, changes are more strictly documented and controlled.

Baseline categories include:

- **Conceptual Baseline (changes not controlled):** Provides direction to project scope and serves as a reference point to focus future work.
- **Functional Baseline (changes loosely controlled):** Represents requirements that capture the needs of the customer.
- **Preliminary Baseline (changes moderately controlled):** Establishes the benchmark configuration once requirements are approved.
- **Test Baseline (changes strictly controlled):** Reflects the configuration release for testing.
- **Production Baseline (changes by change order only):** Reflects a completed, client-accepted system that is ready for the production release.

Training and Implementation Support

Northwoods will provide the Brunswick DSS coaching team with training and implementation support during the limited production pilot (LPP) phase of the project. Upon completion of the LPP training and implementation support, Northwoods will continue to work with Brunswick DSS coaching team as they deliver end-user training and implementation support. Training and implementation support ensure that an agency's workers know how to use Traverse, allowing the agency to minimize disruption to daily workloads as Traverse goes live.



Training

Training activities associated with this project are described, in detail, in the following subsections.

Solution Demonstration

The first training step is a solution demonstration that shows workers how they will complete day-to-day responsibilities using Traverse. During the project kickoff, the Northwoods project team will provide a high-level demonstration of Traverse, providing Brunswick DSS workers with an overview of their soon-to-be-implemented solution. This demonstration serves as a worker's first exposure to the new solution, generating excitement for Traverse while laying the groundwork for a successful project.

Video Walkthrough

Video walkthroughs are a proven training delivery method that provide an agency's workers with an overview of their Northwoods solution. Video walkthroughs are designed to help workers understand and familiarize themselves with Traverse and are a prerequisite to in-person, classroom training. The videos are maintained in Northwoods' learning management system (LMS), Northwoods University, and Brunswick DSS workers can access the most recent version of video walkthroughs anytime, anywhere with an internet connection. These videos are specifically developed with social services workers in mind to show how the software can be used to help them better perform their daily responsibilities.

Instructor-Led Training

Prepared with the knowledge gained from the video walkthroughs, Brunswick DSS workers will attend instructor-led training (ILT) to gain a deeper understanding of the features contained within their Northwoods solution. ILT will occur in an interactive classroom environment led by either the Northwoods project team (limited production pilot only) or Brunswick DSS coaches.

The Northwoods project team and Brunswick DSS coaches will use realistic scenarios and incorporate familiar business processes, gathered by the Northwoods project team during discovery sessions, to provide context and reinforce Brunswick DSS worker comprehension.

The duration of classroom training sessions will be adjusted depending on the target group in attendance. Reference materials will be made available to Brunswick DSS workers following each session.

As detailed in "[Limited Production Pilot](#)", the Northwoods project team will be responsible for the delivery of the following classroom training courses to the Limited Production Team:



Course Name	Description	Delivery Method
Traverse Content Creation Workshop	Participants learn how to convert their paper and electronic documents into Traverse content. Participants are also instructed on how to scan case file content into Traverse.	Instructor-led
Traverse Content Collection Workshop	Participants are introduced to the web and mobile functionality of Traverse in order to collect case content. This includes training end users on how forms will autofill pertinent case demographics, as well as the full functionality of the Traverse mobile companion application.	Instructor-led
Traverse Case Discovery Workshop	Participants are trained on how to use the power of the case discovery functionality within Traverse. Trainees will learn how to use events, mentions, and analytics to make more informed decisions based on all historical information known to the agency within a client's case file.	Instructor-led
Traverse System Administrator Workshop	System administrators are trained on how to provision user accounts within Traverse for the LPP and full production phases, as well as how to administer users and content types, delete content, and run user activity reports.	Instructor-led

The Brunswick DSS coaches will be responsible for the delivery of the following training courses to the remainder of the agency during Phase 4: Deploy.

Course Name	Description	Delivery Method
Traverse Content Creation Workshop	Participants learn how to convert their paper and electronic documents into Traverse content. Participants are also instructed on how to scan case file content into Traverse.	Coach-led
Traverse Content Collection Workshop	Participants are introduced to the web and mobile functionality of Traverse in order to collect case content. This includes training end users on how forms will autofill pertinent case demographics, as well as the full functionality of the Traverse mobile companion application.	Coach-led
Traverse Case Discovery Workshop	Participants are trained on how to use the power of the case discovery functionality within Traverse. Trainees will learn how to use events, mentions, and analytics to make more informed decisions based on all historical information known to the agency within a client's case file.	Coach-led



Training Schedule

The Northwoods project team and Brunswick DSS Head Coach will develop a training schedule as a document separate from the Baseline Project Schedule. The training schedule will provide scheduled dates, timeframes, and locations for all proposed training activities.

Training Facilities and Environment

Brunswick DSS will provide a training facility for all scheduled ILT workshops. The training facility must be available for setup one day in advance of any scheduled ILT workshops. The training facility must include a whiteboard, projector (for presentations), desks, chairs, and computer workstations for up to 15 staff and at least one instructor.⁵

Implementation Support

Northwoods will provide Brunswick DSS with coach-led support and business process consultation to effectively support the project's implementation.

Coach-Led Support

We understand that workers face countless obstacles depending upon the situations that exist when working with children and families. A worker's environment is fast paced and ever changing, while also tied to administrative demands, policies, and mandated requirements. Because workers spend time in both the field and the office, they often need to adjust their schedules for unanticipated circumstances. As such, workers need support when they are in a position to receive it, which does not always fit nicely into a structured schedule. Northwoods will work closely with Brunswick DSS's coaching team to ensure they are in the best position to guide and support Brunswick DSS's workers when they need it the most.

Although we provide our social services customers with training (solution demonstration, video walkthroughs, and instructor-led classroom training), we also facilitate coach-led implementation support to meet the needs of an agency's workers—when they are in the office and in the field interacting with clients. Implementation support provided directly to the coaching team by the Northwoods project team demonstrates firsthand how coach-led support will go the extra step to increase comfort level and knowledge of the solution in real-time and real-life situations (such as when interacting with the solution during a client interview, in a court room, or in a school). We will involve Brunswick DSS coaches to ensure that changes in state and agency policies are represented through potential changes and to further develop Brunswick DSS coaches in these learning opportunities.

For example, under a general training plan, suggestions may be given for handling a court date, even though a court date is not scheduled for the worker being trained until the next month—the worker can easily forget how to apply the techniques to the court situation. Instead, under our coach-led implementation support,

⁵ Workers will be required to bring their tablets with them to each training activity they attend.



instruction will be given to a Brunswick DSS coaching team in real time when the court event happens, reinforcing the concept with a real case.

Business Process Consultation

Business process consultation is arguably the most important step for the solution to achieve overall success at an agency. Up to this point, end users have seen and learned what the solution can and will do based on the features of the software. During the business process consultation step, end users learn how to use the software in their daily activities.

During this step, a Northwoods project team member works alongside the Brunswick DSS coaching team member who is providing direct support to a social worker in a live environment with a client present. This support promotes trust and confidence not only in the software but also with business processes being implemented. Having a Northwoods project team member available for support increases user knowledge, confidence, and adoption, and reduces the likelihood that users will resort back to a paper-based system. Additionally, the Northwoods project team member helps an agency develop best practices for the solution.

In the event of technical issues, having a Northwoods project team member working alongside a Brunswick DSS coaching team member who is providing direct support onsite to a social worker allows for immediate, real-time troubleshooting, which allows for a quick resolution and reduces or eliminates user down time.

Training and Implementation Support Phases

Training and Implementation Support for Traverse is broken into two phases: limited production pilot (LPP) and full production.

Limited Production Pilot

The Northwoods project team will provide targeted development for the Brunswick DSS coaching team as part of Northwoods' implementation. Consisting of a combination of supervisors, social workers, front-line staff, clerical staff, and administrative staff, the coaching team will receive extensive support and consultation, as well as one-on-one assistance, during a series of targeted-support visits. This series of visits will allow the coaches to quickly apply Traverse to their daily responsibilities and enable them to become valuable internal supports for their peers once everyone at the agency is appropriately trained on the software. The Northwoods project team will provide a three-part approach with each targeted-support visit:

- During the preparation segment, Northwoods and coaches discuss the intent of the visit and how Traverse can be used during the visit.
- During the interaction phase, the Northwoods project team provides direct support to coaches.
- During the debrief phase, Northwoods and coaches review the interaction and how Traverse was used, identifying strengths and sharing best practices.



Full Production

During the full production rollout of Traverse, Brunswick DSS coaches will deliver instructor-led training (ILT) workshops and targeted support sessions to solution end users (in accordance with the training schedule). As part of the transition of ownership, the Northwoods project team will work closely with the Brunswick DSS coaches as they conduct classroom training sessions so that the agency will be self-sufficient after the project closes. This approach helps to provide the coaches with the tools necessary to:

- Support end users in their work environment
- Communicate new/revised processes, policies, and practices
- Reinforce the application of best practices



Work Requirements

The project is organized in phases that define the work required for a successful project.

Phase 0: All Project Phases

The following work requirements define the specific tasks the Northwoods project team and the Brunswick DSS project team will complete throughout all project phases. The timeline for completion is determined by the Baseline Project Schedule, as developed by the Northwoods Project Manager and approved by the Brunswick DSS Project Manager.

Responsibilities

Code	Description	Responsible Party
0.1	Facilitate status review meetings throughout the duration of project to review progress and detailed plans, and identify and communicate potential risks and issues that may affect the schedule, budget, or deliverables	Northwoods
0.2	Attend status review meetings	Brunswick DSS
0.3	Prepare and distribute written status reports, including updates pertaining to project deliverables (for example, the status of the Training Plan's initial development and its expected delivery date)	Northwoods
0.4	Review written status reports	Brunswick DSS
0.5	Support Brunswick DSS coaches	Northwoods

Phase 1: Startup

Project startup represents one of the most important aspects of the overall project. It focuses specifically on planning and communication. Without a solid foundation and plan, the rest of the project can be uncoordinated and difficult to manage. During this phase, the Northwoods project team focuses on all aspects of project initiation and planning, which allows the project team to monitor, control, and complete the project within time and budget constraints while meeting all required deliverables.

Objectives

1. Plan and initiate the project.
2. Assemble the Northwoods project team and secure necessary resources.



Responsibilities

Code	Description	Responsible Party
1.1	Introduce Brunswick DSS to the Northwoods project team members and provide the agency with appropriate contact information	Northwoods
1.2	Introduce Brunswick DSS to their dedicated Northwoods Customer Success Manager	Northwoods
1.3	Introduce Northwoods to the Brunswick DSS Project Manager	Brunswick DSS
1.4	Facilitate planning meeting with the Project Sponsor and other key stakeholders to: <ul style="list-style-type: none"> Outline project goals Establish roles and responsibilities of team members Clarify the expectations of all parties Create a shared commitment toward project success 	Northwoods
1.5	Attend planning meeting with the Northwoods project team	Brunswick DSS
1.6	Identify and assign the Brunswick DSS Coaching Team members	Brunswick DSS
1.7	Provide Northwoods with a roster of Brunswick DSS project team members	Brunswick DSS
1.8	Provide the Brunswick DSS Head Coach with work activities and target completion dates required for Brunswick DSS and Brunswick DSS Coaching Team members	Northwoods
1.9	Facilitate technology meeting with Brunswick DSS to identify technical requirements and discuss implementation timelines	Northwoods
1.10	Attend technology meeting with Northwoods	Brunswick DSS
1.11	Review project management procedures with the Brunswick DSS Project Manager	Northwoods
1.12	Review the format and frequency of status reports with the Brunswick DSS Project Manager	Northwoods
1.13	Develop and submit Baseline Project Schedule to the Brunswick DSS Project Manager for review	Northwoods
1.14	Evaluate and approve the Baseline Project Schedule	Brunswick DSS
1.15	Develop and submit Training Plan to the Brunswick DSS Head Coach for review	Northwoods
1.16	Evaluate and approve the Training Plan	Brunswick DSS

Work Requirements



Code	Description	Responsible Party
1.17	Schedule agency staff and provide facilities/equipment for project kickoff meeting	Brunswick DSS
1.18	Lead project kickoff meeting with the Brunswick DSS Head Coach, providing Brunswick DSS with a high-level solution demonstration of Traverse	Northwoods
1.19	Attend project kickoff meeting	Brunswick DSS

Phase 2: Design

This phase includes the objectives and responsibilities for designing the business and system requirements for the project.

Objectives

1. Identify business (functional) and system (nonfunctional) requirements.
2. Complete preliminary system design.

Responsibilities

Code	Description	Responsible Party
2.1	Provide consultation and appropriate documentation for Brunswick DSS to perform a site survey and identify site modifications necessary to accept project hardware and software	Northwoods
2.2	Take inventory of and order client hardware to ensure that it is available for deployment to Traverse end users	Brunswick DSS
2.3	Provision and distribute client-side hardware based on Northwoods' recommendations	Brunswick DSS
2.4	Facilitate business process analysis sessions with Brunswick DSS SMEs, including sessions specific to electronic forms design and electronic filing structure creation	Northwoods
2.5	Participate in all business process analysis sessions	Brunswick DSS
2.6	Facilitate technical discovery sessions with the Brunswick DSS IT Lead	Northwoods
2.7	Participate in technical discovery sessions with Northwoods	Brunswick DSS
2.8	Submit the Functional Specifications Document to the Brunswick DSS Head Coach	Northwoods



Code	Description	Responsible Party
2.9	Develop and submit Integration Design Document to the Brunswick DSS Head Coach	Northwoods
2.10	Evaluate and approve the Integration Design Document	Brunswick DSS
2.11	Provision SaaS environment(s)	Northwoods
2.12	Provide Northwoods with access to Compass Pilot in order for Northwoods to configure its Compass Pilot import tool	Brunswick DSS
2.13	Execute the Compass Pilot import tool to extract demographic data and case narratives from Compass Pilot	Northwoods
2.14	Create the MEI to assist with the Laserfiche integration and build out cases, people, and organizations for child welfare services and adult protective services case files	Northwoods
2.15	Review data elements and determine business rules for the Laserfiche integration process, including specific business rules around mapping document types to content types and connections to people, cases, and organizations	Brunswick DSS
2.16	Map Brunswick DSS' electronic filing structure to the MEI and content types in Traverse	Brunswick DSS
2.17	Provide Northwoods with Brunswick DSS' Laserfiche electronic filing structure	Brunswick DSS
2.18	Provide Northwoods with access to Brunswick DSS' Laserfiche environment(s) in order for Northwoods to configure its integration tool	Brunswick DSS
2.19	Map content types and rules for connecting content to people and cases	Northwoods
2.20	Execute the integration tool to perform the initial transfer of Laserfiche content into Traverse	Northwoods
2.21	Provide consultation to assist Brunswick DSS with maintaining the MEI	Northwoods
2.22	Assist Brunswick DSS in reviewing/updating forms library to prepare for electronic forms design	Northwoods
2.23	Review existing forms library and update existing forms as needed to prepare for electronic forms design	Brunswick DSS
2.24	Provide Northwoods with the existing forms library	Brunswick DSS
2.25	Design up to 400 electronic forms	Northwoods



Code	Description	Responsible Party
2.26	Review and approve up to 400 electronic forms	Brunswick DSS
2.27	Consult with Northwoods Forms Lead on updates and changes to electronic forms	Brunswick DSS
2.28	Place all reviewed and approved electronic forms into the Brunswick DSS Traverse production system	Northwoods

Phase 3: Test

The Northwoods project team tests the complete, integrated production system within a dedicated test environment to confirm the system complies with specified requirements. System testing involves testing of the complete end-to-end system to verify all system functional and performance requirements. This stage of testing includes the execution of a comprehensive set of functional and operational tests.

Objective

1. Verify that all functional and nonfunctional requirements are satisfied prior to full-scale production implementation.
2. Verify Production Release Criteria have been achieved.

Responsibilities

Code	Description	Responsible Party
3.1	Perform system testing within a dedicated test environment to ensure the complete, integrated solution is functioning correctly and in accordance with the Functional Specifications Document	Northwoods
3.2	Update configuration of hardware and software systems as needed	Northwoods
3.3	Facilitate solution review with the Brunswick DSS Coaching Team	Northwoods
3.4	Participate in solution review	Brunswick DSS
3.5	Request approval to deploy Traverse to its production environment and begin training	Northwoods
3.6	Grant Northwoods approval to deploy Traverse to its production environment and begin training	Brunswick DSS

Phase 4: Deploy

This phase includes the objectives and responsibilities for deploying the project, including an iterative, multilayered approach to training and implementation support.

Objective

1. Deploy client hardware and software.
2. Train and support end users on system functions and new/revised business processes.

Responsibilities

Code	Description	Responsible Party
4.1	Deploy client-side hardware based on recommendations	Brunswick DSS
4.2	Deploy desktop scanner drivers to applicable worker desktops	Brunswick DSS
4.3	Add Traverse browser shortcut to worker desktops	Brunswick DSS
4.4	Add Traverse to favorites/bookmarks in worker browsers	Brunswick DSS
4.5	Add Traverse link to Brunswick DSS intranet site	Brunswick DSS
4.6	Deploy the Traverse companion application to worker mobile devices	Brunswick DSS
4.7	Develop and submit training schedule to the Brunswick DSS Head Coach for review	Northwoods
4.8	Evaluate and approve the training schedule	Brunswick DSS
4.9	Consistent with the approved training schedule, provide the appropriate training facilities for onsite training sessions (available for setup one day in advance of any scheduled training)	Brunswick DSS
4.10	Schedule training sessions, create rosters, and provide training equipment and logistical support	Brunswick DSS
4.11	Provide Brunswick DSS with consultation on how to maintain the MEI and manually build new cases in Traverse	Northwoods
4.12	Request full user email distribution and name list for delivery of video walkthroughs	Northwoods
4.13	Provide full user email distribution and name list for delivery of video walkthroughs	Brunswick DSS
4.14	Complete video walkthroughs	Brunswick DSS



Code	Description	Responsible Party
4.15	Conduct instructor-led LPP classroom training workshops (Traverse Content Creation, Traverse Content Collection, and Traverse Case Discovery)	Northwoods
4.16	Participate in instructor-led LPP classroom training (Traverse Content Creation, Traverse Content Collection, and Traverse Case Discovery)	Brunswick DSS
4.17	Conduct System Administrator Workshop	Northwoods
4.18	Participate in System Administrator Workshop	Brunswick DSS
4.19	Conduct targeted support sessions	Northwoods
4.20	Participate in targeted support sessions	Brunswick DSS
4.21	Review maintenance and support protocol/procedures with Brunswick DSS, introducing the agency to their Northwoods Support Center Support Specialist(s)	Northwoods
4.22	Participate in the introduction of the Northwoods Support Center	Brunswick DSS
4.23	Conduct Coach-led classroom training (Traverse Content Creation, Traverse Content Collection, and Traverse Case Discovery)	Brunswick DSS
4.24	Participate in Coach-led classroom training (Traverse Content Creation, Traverse Content Collection, and Traverse Case Discovery)	Brunswick DSS
4.25	Conduct coach-led targeted support sessions	Brunswick DSS
4.26	Participate in coach-led targeted support sessions	Brunswick DSS
4.27	Conduct coach consultation sessions	Northwoods
4.28	Participate in coach consultation sessions	Brunswick DSS
4.29	Validate system design and consult on operational procedures	Brunswick DSS

Phase 5: Closeout

This phase includes the objectives and responsibilities for finalizing the project.

Objective

1. Confirm Project Acceptance Criteria.
2. Verify completion of work requirements and deliverable acceptance.
3. Verify Project Acceptance Criteria have been achieved.
3. Formally close the project.

Responsibilities

Code	Description	Responsible Party
5.1	Review outstanding issues with the Brunswick DSS Project Manager	Northwoods
5.2	Review Project Acceptance Criteria with the Brunswick DSS Project Sponsor and Project Manager	Northwoods
5.3	Determine timeframe for post-project consultation with Brunswick DSS	Northwoods
5.4	Determine timeframe for post-project consultation with Northwoods	Brunswick DSS
5.5	Submit Project Acceptance form for signoff	Northwoods
5.6	Approve project acceptance	Brunswick DSS
5.7	Perform administrative closure: final invoicing; collection and archival of project records; and release of project resources (for example, staff, facilities, and automated systems)	Northwoods
5.8	Decommission the Traverse test environment	Northwoods

Phase 6: Post-Project Consultation

This phase includes the objectives and responsibilities for providing post-project consultation to the Brunswick DSS coaches. Northwoods will provide Brunswick DSS with at least one onsite post-project consultation session within three to six months following project closure.

Please note that this phase will occur following the formal completion of the project and payment of the final project invoice.

Objective

1. Provide consultation to the Brunswick DSS Coaching Team.
2. Provide resources to the Brunswick DSS Coaching Team to increase user adoption of Traverse.
3. Increase the skillset and knowledge base of Traverse Case Discovery through use-cases and scenarios.

Responsibilities

Code	Description	Responsible Party
6.1	Conduct assessment meetings with representatives from Brunswick DSS business units	Northwoods
6.2	Participate in assessment meetings with the Northwoods project team	Brunswick DSS



Code	Description	Responsible Party
6.3	Provide consultation to the Brunswick DSS coaches based upon business unit assessment meetings	Northwoods
6.4	Participate in consultation meetings with the Northwoods project team	Brunswick DSS

Location and Hours of Work

In order to decrease implementation costs and reduce deployment barriers, the work activities performed by the Northwoods project team are performed remotely and on location at Brunswick DSS. As a result, Brunswick DSS must provide the following to the Northwoods project team:

- Open/escorted facility access for the Northwoods project team (including after hours when work activities cannot be accomplished during normal business hours)
- Office space and/or cubicles with the ability to be secured and at least one active network jack (Ethernet connection), or wireless access point, and one electrical connection
- Office furniture (desk and chairs)
- Meeting rooms with an overhead projector, whiteboard, and supplies for conducting facilitated meetings (based on availability)

To the extent possible, onsite work by the Northwoods project team occurs during regular business hours. On occasion, the Northwoods project team may work onsite during evenings, nights, weekends, holidays, and other nonstandard work hours to maintain the Baseline Project Schedule. As a result, facility access during nonstandard hours may be necessary.

Project work can be performed remotely or on-site. Much of the project work will be performed remotely. When working remotely, the Northwoods project team ensures the effective exchange of information and transfer of knowledge by using alternate methods of communication including but not limited to email, teleconferencing, and remote network access.

Project Acceptance

The following acceptance criteria are used to acknowledge acceptance of the final project deliverable:

- All Northwoods assigned project work requirements have been completed.
- All project deliverables have been accepted.

The Northwoods Project Manager submits a Project Acceptance form once project acceptance criteria have been achieved. The Brunswick DSS Project Sponsor, or authorized designee, evaluates whether the final project deliverable meets project acceptance criteria listed above. If the final project deliverable meets the project acceptance criteria, the Brunswick DSS Project Sponsor, or authorized designee, signs the Project Acceptance form within five business days to acknowledge acceptance of the project.



Should the final project deliverable fail to conform to acceptance criteria, the Brunswick DSS Project Sponsor, or authorized designee, documents any deficiencies in the Project Acceptance form and returns the form to the Northwoods Project Manager within five business days. The Northwoods Project Manager then facilitates corrective action and resubmits the Project Acceptance form once corrective action is complete. If the Project Acceptance form is not returned to the Northwoods Project Manager within five business days, the project is deemed accepted by the customer.

Project Assumptions

The following assumptions are used to acknowledge requirements and dependencies for the project.

Code	Topic	Assumption
A.1	General	All project participants will provide the necessary resources (for example, human resources, facilities, and equipment) to complete assigned work activities within established timelines in the approved Baseline Project Schedule deliverable.
A.2	General	Brunswick DSS will provide Northwoods with unrestricted local and remote (VPN) network access and appropriate security privileges to application server(s) for the Northwoods project team to complete configuration of solution software.
A.3	General	Brunswick DSS will provide: <ul style="list-style-type: none"> • Technical assistance as needed • Appropriate security and network access levels to all required support systems related to the project • Appropriate access levels, procedure documentation, and/or consultation for all supporting systems
A.4	Project Planning and Management	The Brunswick DSS Project Manager will coordinate activities for Brunswick DSS resources (for example, personnel and facilities).
A.5	Client Hardware Deployment	Brunswick DSS will purchase and install client hardware within timeframes established in a mutually agreed upon Baseline Project Schedule. Delays in purchasing client hardware may result in additional service costs and possible delays in the project.
A.6	Client Hardware Deployment	Brunswick DSS will be responsible for configuring an appropriate Enterprise Mobility Management (EMM) tool.
A.7	Client Hardware Deployment	Northwoods will provide technical specifications for Brunswick DSS to procure all necessary client hardware.



Code	Topic	Assumption
A.8	Client Hardware Deployment	Brunswick DSS will be responsible for purchasing appropriate desktop scanners.
A.9	Client Hardware Deployment	Disposal of packing material will be the responsibility of Brunswick DSS.
A.10	Commercially Available Software	Traverse is a commercially available software product. As such, suggestions for changes/enhancements to software source code may be considered for future releases, but implementation will not be contingent upon these changes.
A.11	System Integration	Changes to the Laserfiche integration will be subject to Change Management.
A.12	System Integration	Brunswick DSS will be responsible for providing Northwoods with access to Laserfiche.
A.13	System Integration	Laserfiche content files must have a unique identifier for each case and person.
A.14	System Integration	Brunswick DSS will be responsible for resolving any duplicate records for cases and people within Compass Pilot.
A.15	System Integration	Northwoods will perform a one-time, one-way import of content and data from Compass Pilot; Traverse will not export any content or data back into Compass Pilot.
A.16	System Integration	Brunswick DSS Traverse users will discontinue use of Compass Pilot following Northwoods' one-time data import. Any use of Compass Pilot occurring after Northwoods' one-time data import will require additional import(s), which is not considered within the scope of this project.
A.17	Testing	Brunswick DSS will provide the appropriate network access and security privileges for designated testers.
A.18	Testing	Following completion of testing, as detailed in " Phase 3: Test ," Northwoods will promote Traverse to its production environment (upon Brunswick DSS's approval and authorization). Upon project completion, Northwoods will decommission the Traverse test environment.
A.19	Training	Video walkthroughs are a prerequisite for all other training courses. Brunswick DSS will be responsible for ensuring all workers have viewed the video walkthroughs prior to attending any other training sessions.



Code	Topic	Assumption
A.20	Training	Based on a mutually approved training schedule, Brunswick DSS end users will attend each scheduled training session. Northwoods is not responsible for makeup training sessions.
A.21	Training Facilities and Environment	Brunswick DSS will provide a training facility for all scheduled classroom training sessions. The training facility must be available for setup one day in advance of any scheduled classroom training sessions. The training facility should include a whiteboard, projector (for presentations), desks, chairs, and computer workstations for up to 15 workers and one training instructor.
A.22	Out of Scope	Any modifications to the solution software code are considered outside of project scope. Suggestions for changes/enhancements may be considered for future software releases, but implementation will not be contingent upon these changes.
A.23	Out of Scope	Imaging of closed case files (that is, backfile scanning) outside of case file scanning mutually approved during the project is considered outside of project scope. Northwoods will train Brunswick DSS on scanning best practices for the open and active cases that will be ingested during implementation. Brunswick DSS will be responsible for scanning any inactive and/or closed case files.
A.24	Out of Scope	Shredding of paper documents is considered outside of project scope.
A.25	Out of Scope	Following project closure, any requests for additional electronic forms conversions that were not identified during the Project are considered out of scope and will be subject to additional fees.



Appendix A: Change Management

Many projects suffer from “scope creep,” “growing requirements,” and changes in plans that ultimately cause unnoticed slippage in the budget and schedule and loss of the control needed to deliver the intended work products according to specifications. Effective Change Management ensures that changes within the project are made in a consistent manner and that key stakeholders are informed of the state of the requested changes and the impact of those changes.

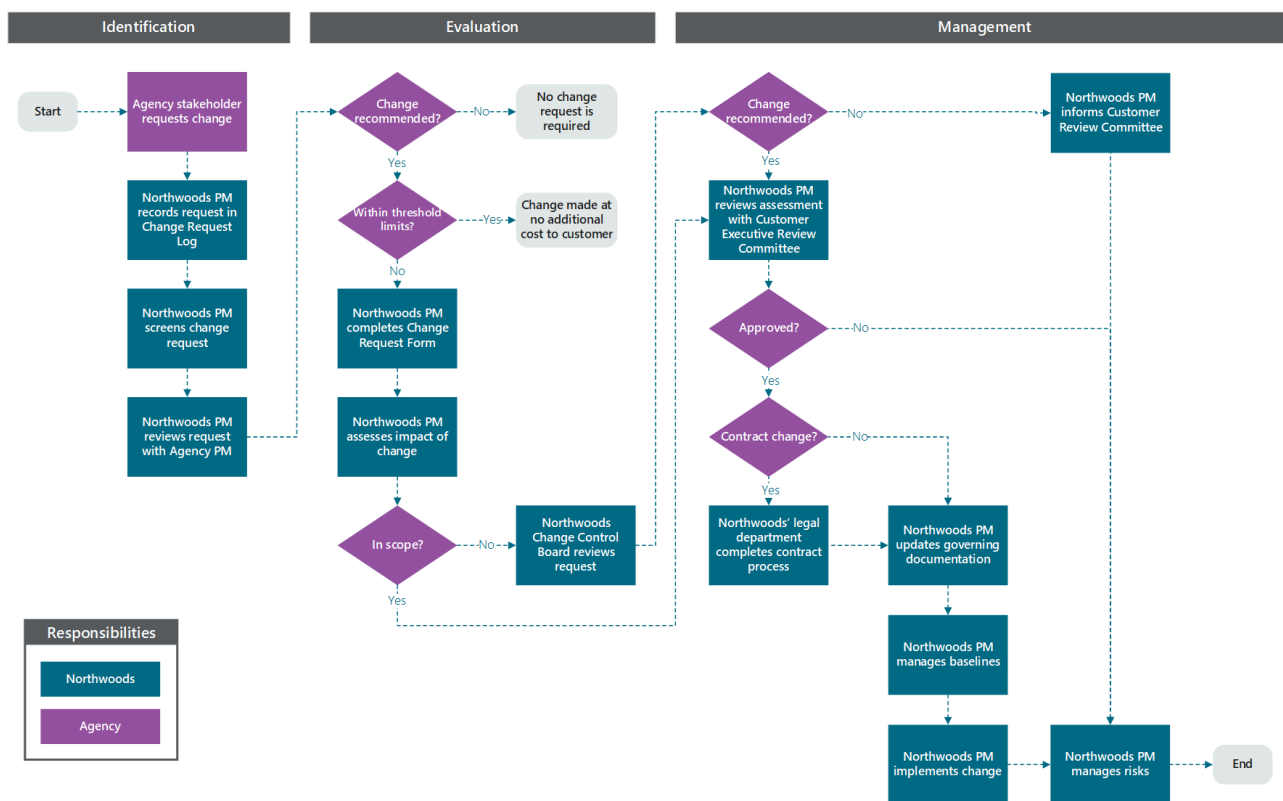
Change Control Process

The purpose of Northwoods’ Change Control Process is to ensure that changes within the project are made in a consistent manner and that key stakeholders are informed of the state of the requested changes and the impact of these changes. Whenever possible, the Northwoods project team works with Brunswick DSS to identify in-scope workarounds for any out-of-scope requests.

The Change Control Process is a three-step process.

- Identification
- Evaluation
- Management

The following diagram represents the Change Control Process for the project.



Identification

A Change Request (CR) form is used to formally initiate a change request. Types of change requests to be initiated using this form include changes to the project.

Any project stakeholder can initiate a change request by submitting a Change Request (CR) form to the Northwoods Project Manager. The Northwoods Project Manager screens the request to determine whether or not there is adequate information for evaluation. The Northwoods Project Manager may request that more information be provided. Once enough information is available to assess the CR, the Northwoods Project Manager reviews the request with the Brunswick DSS Project Manager, and they collectively decide if the change should be recommended for further evaluation.

Evaluation

The Northwoods Project Manager and the Brunswick DSS Project Manager can jointly accept in-scope or out-of-scope changes whose impact does not exceed the following threshold limits:

- A delay of one or more days to any project deliverable, milestone, or scheduled project completion date
- Scope changes to any project deliverable
- Negative impact on the quality of a project deliverable
- Additional expenditures in excess of \$100 or additional project resources



- Requested changes/enhancements to project products

If the change request exceeds any of the established threshold limits, the Northwoods Project Manager evaluates whether the CR is within the overall scope of the project. If the requested change exceeds the threshold but is within scope of the project, the Northwoods Project Manager refers the CR to the Northwoods Project Management Office (PMO) for a decision. In instances for which the CR exceeds the threshold but is not within scope of the project, the Northwoods Project Manager refers the matter to the Northwoods Change Control Board (CCB), which determines if the change request is to be implemented. The Northwoods Project Manager communicates decisions by the PMO/CCB to the Brunswick DSS Project Manager.

Requests for product enhancements are submitted to the Northwoods CCB through the Northwoods Project Manager. The Brunswick DSS Project Manager is informed when a decision is made and the potential impact on the project.

Management

The Northwoods Project Manager is responsible for implementing approved change requests and managing the risks associated with all approved or rejected change requests. The details surrounding all approved change requests expanding the scope of the project, are provided to each respective legal department to determine if such changes require a change to existing governing project documents or whether additional governing documents are required.



Appendix B: Deliverable Review Procedures

The tools, techniques, and procedures described in this section are used to create a clear and unambiguous definition of each project deliverable and of the process used to obtain acceptance of each deliverable. To be accepted, all deliverables must be:

- In accordance with the scope of work defined for this project
- Complete and ready for handover
- Reviewed and approved by the Brunswick DSS Project Manager in accordance with the defined acceptance criteria for the respective deliverable

Review Methods

Depending on its classification, project deliverables are reviewed through formal evaluation, functional review, or walk-through inspection. The purpose of deliverable classification is to ensure each deliverable receives the appropriate level of review and acceptance based on the characteristics, complexity, and source of the deliverable.

- **Formal Evaluation:** The systematic process of evaluating whether a deliverable meets specifications. Formal evaluations are most appropriate for written deliverables that require review by multiple Brunswick DSS SMEs.
- **Functional Review:** The informal and immediate review of a deliverable to gain immediate feedback about content or technical quality. Alterations to the deliverable often occur during the review. Functional reviews are most appropriate for written deliverables or performance-based deliverables within the area of expertise and/or responsibility of a single person or small work group.
- **Walk-Through Inspection:** The informal and immediate examination of material or equipment. The purpose is to validate the completion of a deliverable work activity. Walk-through inspections are most appropriate for performance-based deliverables within the area of expertise and/or responsibility of a single person or small work group.

Functional reviews and walk-through inspections typically allow for faster turnaround time for review and acceptance than formal evaluations. They differ from formal evaluation with their openness of structure in which direct verification occurs at the time of review or inspection.

Formal Evaluation

The following deliverable acceptance procedure describes the formal evaluation process:

1. The Northwoods Project Manager submits a Deliverable Acceptance form (for more information, see the "[Acceptance Log](#)" section of this document) as the deliverable is completed. Within five business



days, the Brunswick DSS Project Manager and any necessary Brunswick DSS SMEs evaluate whether the deliverable meets the acceptance criteria.

2. If the deliverable meets the outlined specifications, the Brunswick DSS Project Manager signs the Deliverable Acceptance form acknowledging acceptance of the deliverable. The Brunswick DSS Project Manager then returns the form to the Northwoods Project Manager within the five-day review period and no further action is necessary.
3. If a deliverable were to fail to conform to acceptance criteria, the Brunswick DSS Project Manager must adequately document the deficiency in the Deliverable Acceptance form and return the form to the Northwoods Project Manager within the five-day review period. The Northwoods Project Manager then facilitates corrective action and returns the corrected deliverable within a mutually agreed upon timeframe.
4. The Brunswick DSS Project Manager evaluates and approves or rejects corrected deliverables received from the Northwoods Project Manager within five business days, unless the Brunswick DSS Project Manager notifies the Northwoods Project Manager within the five business days that additional time is required for the review. Both the Northwoods Project Manager and the Brunswick DSS Project Manager must mutually agree to the time of the extension.
5. If additional corrective action is necessary, both the Northwoods Project Manager and Brunswick DSS Project Manager must mutually agree to the time period for corrective action.
6. Any deliverables not evaluated and returned to the Northwoods Project Manager for correction within the agreed upon period are deemed accepted by Brunswick DSS.

Functional Review

The following deliverable acceptance procedure describes the process for functional reviews:

1. The Northwoods Project Manager meets with the Brunswick DSS Project Manager to evaluate whether the deliverable meets the acceptance criteria. As needed, additional reviewers may review the deliverable based on specific areas of expertise.
2. The Brunswick DSS Project Manager determines if the deliverable should be accepted or rejected. If a deliverable were to fail to conform to acceptance criteria, the Northwoods Project Manager and the Brunswick DSS Project Manager may immediately attempt to make alterations to the deliverable. If the deliverable meets the outlined specifications, the Brunswick DSS Project Manager signs the Deliverable Acceptance form acknowledging acceptance of the deliverable and no further action is necessary.
3. Should a deliverable fail to conform to acceptance criteria and immediate alterations are unsuccessful or not practical/possible, the Northwoods Project Manager documents the deficiency in the Deliverable Acceptance form. The Northwoods Project Manager then facilitates corrective action and returns the corrected deliverable within three business days. The Northwoods Project Manager and the Brunswick DSS Project Manager may mutually agree to a time extension if additional time is necessary for corrective action.
4. Following corrective action, the Northwoods Project Manager notifies the Brunswick DSS Project Manager. The Northwoods Project Manager and the Brunswick DSS Project Manager meet within three



business days after notification of corrective action is sent to the Brunswick DSS Project Manager for the Brunswick DSS Project Manager to approve or reject the corrected deliverable, unless the Brunswick DSS Project Manager notifies the Northwoods Project Manager that additional time is required. Both the Northwoods Project Manager and the Brunswick DSS Project Manager must mutually agree to a time extension to review the corrected deliverable.

5. If additional corrective action is necessary, both the Northwoods Project Manager and the Brunswick DSS Project Manager must mutually agree to the time period for corrective action.
6. Any deliverables not inspected within the agreed upon period are deemed accepted by the Brunswick DSS Project Manager.

Walk-Through Inspection

The following deliverable acceptance procedure describes the process for walk-through inspections:

1. The Northwoods Project Manager meets with the Brunswick DSS Project Manager to evaluate whether the deliverable meets the acceptance criteria. As needed, additional reviewers may review the deliverable based on specific areas of expertise.
2. The Brunswick DSS Project Manager determines if the deliverable should be accepted or rejected. If a deliverable were to fail to conform to acceptance criteria, the Northwoods Project Manager and the Brunswick DSS Project Manager may immediately attempt to make alterations to the deliverable. If the deliverable meets the outlined specifications, the Brunswick DSS Project Manager signs the Deliverable Acceptance form acknowledging acceptance of the deliverable and no further action is necessary.
3. Should a deliverable fail to conform to acceptance criteria and immediate alterations are unsuccessful or not practical/possible, the Northwoods Project Manager documents the deficiency in the Deliverable Acceptance form. The Northwoods Project Manager then facilitates corrective action and returns the corrected deliverable within three business days. The Northwoods Project Manager and the Brunswick DSS Project Manager may mutually agree to a time extension if additional time is necessary for corrective action.
4. Following corrective action, the Northwoods Project Manager notifies the Brunswick DSS Project Manager. The Northwoods Project Manager and the Brunswick DSS Project Manager meet within three business days after notification of corrective action is sent to the Brunswick DSS Project Manager for the Brunswick DSS Project Manager to approve or reject the corrected deliverable, unless the Brunswick DSS Project Manager notifies the Northwoods Project Manager that additional time is required. Both the Northwoods Project Manager and the Brunswick DSS Project Manager must mutually agree to a time extension to review the corrected deliverable.
5. If additional corrective action is necessary, both the Northwoods Project Manager and the Brunswick DSS Project Manager must mutually agree to the time period for corrective action.
6. Any deliverables not inspected within the agreed upon period are deemed accepted by the Brunswick DSS Project Manager.



Acceptance Log

The Northwoods Project Manager will maintain an Acceptance Log to document the delivery and approval of each deliverable. The Acceptance Log will include the following information:

- **ID:** The identification number assigned to the deliverable.
- **Deliverable Description:** Brief identification of the deliverable which may include the cross reference from the Project Management Plan or Acceptance Delivery Plan for the deliverable.
- **Date Submitted:** The date the Northwoods Project Manager presents the deliverable to the Brunswick DSS Project Manager for acceptance.
- **Approval Decision:** Indication of whether or not the deliverable is approved or rejected by the Brunswick DSS Project Manager.
- **Date of Decision:** Date that the approval or rejection decision by the Brunswick DSS Project Manager took place.

Timeliness

A mutually agreed upon Baseline Project Schedule establishes the baseline timeframes and how related deliverables are tracked and accounted for throughout the project. The Baseline Project Schedule is routinely evaluated by the Northwoods Project Manager for comparison of baseline data against actual performance. Risks and deviations to the plan are identified in written status reports and/or discussed during project team status meetings. As a result, the Northwoods Project Manager identifies schedule variance and potential problems, adjusts the schedule and/or reassigns resources, and reports progress to appropriate stakeholders and team members.

Appendix C: Deliverable Acceptance Criteria

The following table provides a deliverable description and identifies the review method and acceptance criteria standards for each deliverable in this project.

Deliverable	Description	Acceptance Criteria
Baseline Project Schedule	Defines work breakdown activities associated with developing project deliverables and executing project work.	<p><i>Review Method: Formal Evaluation</i></p> <p>The delivered Project Schedule addresses the following:</p> <ul style="list-style-type: none"> • Deliverable task activities • Estimated start and finish dates for all task activities • Intermediate and terminating milestones • Summary tasks that roll up task activities
Training Plan	Defines the project's training process.	<p><i>Review Method: Formal Evaluation</i></p> <p>The delivered Training Plan addresses the approach the Northwoods project team will take to ensure training produces the best possible results.</p>
Client Hardware Deployment	Includes the installation and configuration of all client-side hardware by Brunswick DSS.	<p><i>Review Method: Walk-Through Inspection</i></p> <p>The system hardware has been installed and is ready for production use.</p>
Business Process Analysis	Includes the continual review of defined business processes which are a result of the deployment of the Traverse solution.	<p><i>Review Method: Functional Review</i></p> <p>In alignment with the coaching methodology used to implement the full Traverse solution, Business Process Analysis has been provided to encourage the review and analysis of business processes leading to the best use of Traverse for the needs of the entire agency.</p>

Deliverable	Description	Acceptance Criteria
SaaS Environment Setup	Includes provisioning the cloud environment.	<i>Review Method: Functional Review</i> The SaaS environment has been configured and is ready for production.
Integration Design Document	Details requirements for the development of the integration between Laserfiche, Compass Pilot, and Traverse.	<i>Review Method: Formal Evaluation</i> The delivered Integration Design Document addresses: <ul style="list-style-type: none"> • The fields that will be drawn from Compass Pilot. • Provides case-, client-, and service provider-based information from Compass Pilot to Traverse. • Provides relationship-driven information, illustrating relationships between case, client, and/or service providers, from Compass Pilot to Traverse • Provides content-driven information from Laserfiche and Compass Pilot to Traverse
Electronic Forms Design	Includes the design of electronic forms in the Traverse solution.	<i>Review Method: Functional Review</i> Forms created within the Traverse solution, as established in the " Electronic Forms Design " section of this document, have been reviewed.
System Testing	Includes the testing of all functionality of Traverse.	<i>Review Method: Walk-Through Inspection</i> All requirements in the Functional Specifications Document have been completed.
Solution Review	Includes the review of specific baselines to ensure the project is ready to proceed with end user implementation.	<i>Review Method: Walk-Through Inspection</i> All baselines are deemed acceptable and the solution is ready to "go live."

Deliverable	Description	Acceptance Criteria
Training	Includes training necessary to enable all end users, including social workers, supervisors, management, and support staff, to independently operate primary system functions.	<i>Review Method: Functional Review</i> Consistent with the approved training schedule and course descriptions, training has been conducted in accordance with the "Training and Implementation Support" section of this document.
Implementation Support	Includes the post-training personal assistance for end users by Northwoods personnel.	<i>Review Method: Functional Review</i> Implementation support has been provided in accordance with the "Training and Implementation Support" section of this document.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # VII. - 4.

From:
Stephanie Lewis, Operation Services
Director

Operation Services - Construction and Demolition Waste Transfer
Agreement (Stephanie Lewis, Operation Services Director)

Issue/Action Requested:

Request that the Board of Commissioners approve a service agreement with Waste Industries for transportation and disposal of C&D Waste.

Background/Purpose of Request:

Waste Industries has submitted a proposal to continue the C&D Transfer. Due to the fact that Waste Industries is under contract to operate the County Transfer Station, there is no other company that can transfer the C&D through the existing transfer station. Previously, another company would station large containers at the landfill and County staff had to load the material and coordinate logistics with the transferring company. Utilizing our existing transfer station reduces the amount of County labor and equipment involved in the waste transfer. NC Department of Environmental and Natural Resources prefers that the transfer occur through the transfer station versus the working face of the landfill.

Waste Industries proposes a three-year agreement at \$44.92 per ton effective May 8, 2020 through May 7, 2021, \$45.67 per ton effective May 8, 2021 through May 7, 2022 and \$46.42 per ton effective May 8, 2022 through May 7, 2023. The current tip fee for C&D Waste is \$59 per ton, therefore the proposed transfer operation will generate revenue as well as save valuable landfill space.

Fiscal Impact:

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

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners approve a service agreement with Waste Industries for transportation and disposal of C&D Waste.

ATTACHMENTS:

Description

- C&D Waste Transfer Agreement

NORTH CAROLINA

SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS SERVICES 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 Waste Industries, LLC, d/b/a GFL Environmental (hereinafter referred to as “Provider”), party of the second part.

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as “Services”) and the agreed upon fees for said Services are 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 05/08/2020 (the “Effective Date”) and continues in effect until 05/07/2023, unless sooner terminated as provided herein. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to either cure the breach or take steps that will enable such breach to be cured following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement unless otherwise agreed by County. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

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

4. COMPENSATION

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

5. INDEPENDENT CONTRACTOR

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

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

6. PROVIDER REPRESENTATIONS

- a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;

- d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- f. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- g. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);
- h. Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;
- i. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

8. NON-ENDORSEMENT AND PUBLICITY

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

9. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

11. DEBARMENT

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

12. INDEMNIFICATION

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

13. INSURANCE

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

14. WORKERS' COMPENSATION

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

Provider agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

15. REMEDIES

- a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
 - i. Employ such reasonable means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and
 - ii. Deduct any and all reasonable expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.
- b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.
- c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
- d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court

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

16. TAXES

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

17. HEALTH AND SAFETY

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

18. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

19. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

20. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future

information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

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

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

21. OWNERSHIP OF WORK PRODUCT

Should Provider's performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider.

22. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent

of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

23. GOVERNING LAW AND VENUE

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

24. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration without the consent of the other party. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

25. GOVERNMENTAL IMMUNITY

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

26. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

27. ENTIRE AGREEMENT

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

28. HEADINGS

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

29. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as

the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

30. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and County.

31. NOTICES

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

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

- ii. For the Provider: Waste Industries, LLC
d/b/a GFL Environmental
2809 Galloway Road
Bolivia, NC 28422

With a copy to: Waste Industries, LLC
Attn: Lisa D. Inman, Registered Agent
3301 Benson Drive, Suite 601
Raleigh, NC 27609

32. SIGNATURES

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

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

By: _____
Frank Williams
Chairman

[SEAL]

**WASTE INDUSTRIES, LLC
D/B/A GFL ENVIRONMENTAL**

DocuSigned by:
By: Allen Thienpont
2A7D1B433BEE4F9...

Printed Name: Allen Thienpont

Title: General Manager

Date: 3/11/2020

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

DocuSigned by:
Julie A. Miller
1022997180A0171B2
Julie A. Miller, Finance Director
Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by:
Bryan W. Batton
1022997180A0171B2
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

EXHIBIT "A"
SCOPE OF SERVICES/FEES

Scope of Services:

Provider will provide transportation of Construction and Demolition (C&D) Waste accepted at the transfer station owned and operated by the County at 172 Landfill Road, Bolivia, NC Monday through Saturday of each week, unless otherwise agreed to by the parties. Such transportation will be in compliance with all applicable state, federal and local transportation, highway and motor vehicle laws, rules and regulations.

Provider will dispose of C&D Waste in accordance with all applicable state, federal and local waste storage and disposal laws, rules and regulations.

Fees:

Provider shall be paid by Brunswick County for completed work and for services rendered under this Agreement at a hauling and disposal rate of \$44.92 per ton through May 7, 2021, a disposal rate of \$45.67 per ton from May 8, 2021 through May 7, 2022 and a disposal rate of \$46.42 per ton from May 8, 2022 through May 7, 2023.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # VII. - 5.

From:
Stephanie Lewis, Operation Services
Director

Operation Services - Lawn Maintenance Agreement (Stephanie Lewis)

Issue/Action Requested:

Request that the Board of Commissioners approve a service agreement with Noble's Professional Grounds Maintenance for lawn maintenance at various county-owned or maintained properties.

Background/Purpose of Request:

The Brunswick County Parks and Recreation Maintenance division provides contracted lawn maintenance for various sites including libraries, EMS bases, community buildings, etc. Noble's Professional Grounds Maintenance was the second lowest bidder with an annual cost of \$55,404. We received the lowest bid late and the proposal stated that there were only two full-time employees. Noble's Professional Grounds Maintenance submitted their proposal on time and has 22 full-time employees. We have experienced issues with smaller companies being awarded this contract in the past and not being able to perform up to standards due to inadequate staffing. All proposals are summarized in the attached bid tabulation sheet. These lawn maintenance services are budgeted for FY20 in 106132-435102.

Fiscal Impact:

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

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners approve a service agreement with Noble's Professional Grounds Maintenance for lawn maintenance at various county-owned or maintained properties.

ATTACHMENTS:

Description

- ☐ Lawn Maintenance Bid Tabulation
- ☐ Lawn Maintenance Services Agreement

LAWN MAINTENANCE BID TABULATION

		Brunswick Transit (former Senior Center)	Rourk Library	Shallotte EMS Headquarters	Hickmans Crossroads Library	Ocean Isle EMS Base #3	Shallotte Gas Tower	Lockwood Folly Community Center	Cedar Grove EMS Base #1	St. James EMS Base #4	G.V. Barbee Sr Library	Margaret & James Harper Jr. Library	BSL EMS Base #5	Leland Library	Leland EMS Base #2	Hoods Creek Community Center	Town Creek EMS Base #8	Animal Protective Services	Hope Harbor	Cedar Grove Park Entrance	South Brunswick Islands Center	Calabash EMS Site	Totals	Estimated Annual Cost	# of Full Time Employees	
CUTTIN'IT CLOSE LAWN CARE AND PRESSURE WASHING																										
	Per Cut Rate for Lawn Maintenance	40.00	40.00	60.00	65.00	40.00	40.00	55.00	40.00	40.00	55.00	40.00	40.00	60.00	40.00	200.00	40.00	45.00	40.00	330.00	225.00	40.00	1575.00	100,215	4	
	Monthly Lump Sum Rate for Flower Bed Prep	175.00	200.00	385.00	315.00	150.00	150.00	300.00	115.00	150.00	350.00	240.00	125.00	350.00	150.00	500.00	150.00	200.00	350.00	815.00	300.00	125.00	5595.00			
NOBLE'S PROFESSIONAL GROUNDS MANAGEMENT																										
	Per Cut Rate for Lawn Maintenance	100.00	75.00	75.00	100.00	75.00	75.00	100.00	75.00	75.00	100.00	75.00	100.00	200.00	75.00	100.00	75.00	150.00	100.00	100.00	300.00	75.00	2200.00	55,404	22	
	Monthly Lump Sum Rate for Flower Bed Prep	35.00	32.00	32.00	35.00	32.00	0.00	35.00	32.00	32.00	45.00	32.00	25.00	75.00	25.00	35.00	25.00	35.00	45.00	45.00	90.00	25.00	767.00			
M&S LANDSCAPING, LLC																										
	Per Cut Rate for Lawn Maintenance	75.00	95.00	175.00	225.00	70.00	60.00	135.00	60.00	90.00	90.00	75.00	60.00	110.00	60.00	100.00	60.00	175.00	125.00	325.00	350.00	60.00	2575.00	72,255	6	
	Monthly Lump Sum Rate for Flower Bed Prep	30.00	100.00	125.00	85.00	30.00	30.00	65.00	30.00	60.00	100.00	75.00	60.00	60.00	60.00	100.00	35.00	130.00	60.00	150.00	100.00	30.00	1515.00			
THE RASHID GROUP, LLC																										
	Per Cut Rate for Lawn Maintenance	75.00	75.00	90.00	105.00	85.00	65.00	150.00	75.00	105.00	95.00	75.00	85.00	90.00	75.00	85.00	75.00	135.00	150.00	50.00	260.00	75.00	2075.00	80,115	4	
	Monthly Lump Sum Rate for Flower Bed Prep	150.00	150.00	250.00	150.00	80.00	80.00	150.00	70.00	70.00	150.00	115.00	55.00	250.00	260.00	250.00	65.00	100.00	95.00	395.00	100.00	60.00	3045.00			
CAROLINA CREATIONS LANDSCAPES, INC.																										
	Per Cut Rate for Lawn Maintenance	130.00	130.00	260.00	130.00	130.00	130.00	260.00	260.00	130.00	260.00	260.00	130.00	520.00	130.00	390.00	130.00	390.00	130.00	650.00	260.00	130.00	4940.00	129,960	75	
	Monthly Lump Sum Rate for Flower Bed Prep	22.00	136.00	137.00	75.00	58.00	0.00	0.00	79.00	175.00	158.00	250.00	25.00	157.00	50.00	61.00	0.00	100.00	79.00	515.00	50.00	58.00	2185.00			
CONCRET STRUCTURES OF THE CAROLINAS																										
	Per Cut Rate for Lawn Maintenance	75.00	75.00	125.00	140.00	75.00	75.00	125.00	75.00	125.00	100.00	75.00	75.00	100.00	75.00	125.00	75.00	75.00	100.00	425.00	375.00	75.00	2565.00	85,845	5	
	Monthly Lump Sum Rate for Flower Bed Prep	75.00	75.00	125.00	140.00	75.00	75.00	125.00	50.00	125.00	125.00	125.00	75.00	150.00	75.00	125.00	75.00	75.00	100.00	425.00	375.00	75.00	2665.00			
A&A FACILITY SERVICES																										
	Per Cut Rate for Lawn Maintenance	166.00	144.00	218.00	162.00	166.00	162.00	202.00	202.00	162.00	166.00	162.00	158.00	548.00	302.00	242.00	244.00	252.00	130.00	170.00	170.00	228.00	4356.00	150,261	6	
	Monthly Lump Sum Rate for Flower Bed Prep	188.00	204.00	330.00	282.00	378.00	0.00	0.00	0.00	352.00	356.00	342.00	0.00	880.00	525.00	402.00	0.00	352.75	0.00	307.00	0.00	0.00	4898.75			
A GREENER WAY LANDSCAPING MAINTENANCE SERVICES, LLC																										
	Per Cut Rate for Lawn Maintenance	130.00	150.00	180.00	200.00	110.00	50.00	375.00	not provided	65.00	150.00	82.00	58.00	230.00	92.00	100.00	105.00	385.00	130.00	630.00	450.00	90.00	3762.00	112,194	10	
	Monthly Lump Sum Rate for Flower Bed Prep	45.00	175.00	210.00	134.00	90.00	0.00	125.00	not provided	52.00	170.00	125.00	25.00	440.00	60.00	50.00	25.00	83.00	227.00	500.00	200.00	30.00	2766.00			
BRUNSWICK PRO CUT																										
	Per Cut Rate for Lawn Maintenance	100.00	100.00	100.00	100.00	75.00	65.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	100.00	75.00	100.00	100.00	75.00	1740.00	42,840	2	
	Monthly Lump Sum Rate for Flower Bed Prep	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	525.00			
Received After Deadline																										

NORTH CAROLINA

SERVICES AGREEMENT

BRUNSWICK COUNTY

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WITNESSETH:

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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 03/16/2020 (the “Effective Date”) and continues in effect until 03/15/2021, unless sooner terminated as provided herein. The initial term shall be followed by two (2) successive options to renew for one (1) year each. Each renewal option is to be exercised automatically unless notice of termination is given by either party ninety (60) days prior to the end of the current term. The County may terminate this Agreement at any time without cause by giving sixty (60) days’ written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be

obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

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

5. INDEPENDENT CONTRACTOR

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

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

6. PROVIDER REPRESENTATIONS

- a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;
- d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- f. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- g. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);
- h. Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;
- i. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

8. NON-ENDORSEMENT AND PUBLICITY

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

9. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

11. DEBARMENT

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

12. INDEMNIFICATION

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

13. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder.

Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

14. WORKERS' COMPENSATION

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

Provider agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

15. REMEDIES

- a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
 - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and
 - ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.
- b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.
- c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

- d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

16. TAXES

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

17. HEALTH AND SAFETY

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

18. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

19. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland

Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

20. CONFIDENTIAL INFORMATION

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

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

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

21. OWNERSHIP OF WORK PRODUCT

Should Provider’s performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become

the property of County and may be used by County on other projects without additional compensation to Provider.

22. NO ASSIGNMENT WITHOUT CONSENT

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

23. GOVERNING LAW AND VENUE

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

24. DISPUTE RESOLUTION

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

25. GOVERNMENTAL IMMUNITY

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

26. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

27. ENTIRE AGREEMENT

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

28. HEADINGS

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

29. SEVERABILITY

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

30. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and County.

31. NOTICES

- a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:
 - i. **For the County:** Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
 - ii. **For the Provider:** Noble's Professional Grounds Management Inc.
5750 Washington Road
Shallotte, NC 28470

32. SIGNATURES

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

ATTEST:

BRUNSWICK COUNTY_____
Clerk to the BoardBy: _____
Frank Williams
Chairman

[SEAL]

NOBLE'S PROFESSIONAL GROUNDS MANAGEMENT INC.

DocuSigned by:
By: Billy Noble
F267043B87A845A...

Printed Name: Billy Noble

Title: President

Date: 3/11/2020

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

DocuSigned by:
Julie A. Miller
Julie A. Miller, Finance Director
Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by:
Bryan W. Batton
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

EXHIBIT “A”
SCOPE OF SERVICES/PROPOSAL

Scope of Services:

Provider shall perform lawn maintenance services for the County every week throughout the months of June, July and August and every other week throughout the months of April, May, September and October. Lawn maintenance services may be requested on an as needed basis the remainder of the year.

Lawn maintenance services include, without limitation, removing any litter or debris from all outside areas (including parking lots and storm drains), weed eating, edging, mowing, blowing off sidewalks and removing any weeds or grass from flower beds. Flower bed preparation shall be performed on a monthly basis year-round. Flower bed preparation includes removal of debris or dead vegetation, raking, pruning and mulching.

Provider shall provide all personnel, equipment and other resources to perform the Services and shall be responsible for all costs associated with performing the Services. Locations and fees are as set forth in the Proposal Form attached hereto as Appendix A.

Brunswick County
Operation Services Department
 Stephanie Lewis, Director

Construction & Grounds
 Building & Park Maintenance
 Custodial Services

PO Box 249
 Bolivia, NC 28422
 (910) 253-2515
 www.brunswickcountync.gov

Solid Waste & Recycling
 Mosquito & Water Management
 Fleet Services

APPENDIX A

Proposal Form

This form is to be completed and included with the proposal package.

Company Name: Noble's Professional Grounds Management+
 Contact Person: Billy Noble
 (name & title) President
 Address: 5750 Washington Rd.
Shallotte, NC 28470
 Phone Number: 910-754-6373
 Email: pgm.landscaping@atmc.net

Location	Lawn Maintenance Rate: Per Cut Per Location	Flower Bed Preparation Rate: Monthly Lump Sum Per Location
Brunswick Transit 4050 Main Street, Shallotte	\$100. ⁰⁰	\$ 35. ⁰⁰
Rourk Library 5068 Main Street, Shallotte	\$ 75. ⁰⁰	\$ 32. ⁰⁰
Shallotte EMS Headquarters 40 Naber Drive NW, Shallotte	\$ 75. ⁰⁰	\$ 32. ⁰⁰
Sheriff (former Hickman Library) 1040 Calabash Road, Calabash	\$100. ⁰⁰	\$ 35. ⁰⁰
Ocean Isle EMS Base #3 7061 Old Georgetown Road SW, Ocean Isle	\$ 75. ⁰⁰	\$ 32. ⁰⁰
Shallotte Gas Tower 4800 Russ Street, Shallotte	\$ 75. ⁰⁰	\$ 0
Lockwood Folly Community Center 1691 Stanbury Road SW, Supply	\$ 100. ⁰⁰	\$ 35. ⁰⁰

Printed on Recycled Paper



Location	Lawn Maintenance Rate: Per Cut Per Location	Flower Bed Preparation Rate: Monthly Lump Sum Per Location
Cedar Grove EMS Base #1 1595 Clover Lane SW, Supply	\$75. ⁰⁰	\$32. ⁰⁰
St. James EMS Base #4 (including shoulder of driveway to the stop sign) 4280 Committee Drive, Southport	\$75. ⁰⁰	\$32. ⁰⁰
G.V. Barbee, Sr. Library 8200 E. Oak Island Drive, Oak Island	\$100. ⁰⁰	\$45. ⁰⁰
Margaret & James Harper, Jr. Library 109 West Moore Street, Southport	\$75. ⁰⁰	\$32. ⁰⁰
BSL EMS Base #5 3053 George II Hwy SE, Bolivia	\$100. ⁰⁰	\$25. ⁰⁰
Leland Library 487 Village Road, Leland	\$200. ⁰⁰	\$75. ⁰⁰
Leland EMS Base #2 8605 Trade Street NE, Leland	\$75. ⁰⁰	\$25. ⁰⁰
Hoods Creek Community Center 3640 Maco Road NE, Leland	\$100. ⁰⁰	\$35. ⁰⁰
Town Creek EMS Base #8 6147 Ocean Hwy E, Winnabow	\$75. ⁰⁰	\$25. ⁰⁰
Animal Protective Services 429 Green Swamp Road, Supply	\$150. ⁰⁰	\$35. ⁰⁰
Hope Harbor	\$100. ⁰⁰	\$45. ⁰⁰
Cedar Grove Park Entrance 700 Grove Trail SW, Supply	\$100. ⁰⁰	\$45. ⁰⁰
Southwest Brunswick Branch Library 9400 Ocean Highway 17W, Carolina Shores	\$300. ⁰⁰	\$90. ⁰⁰
Calabash EMS Site 9031 Beach Drive, Calabash	\$75. ⁰⁰	\$25. ⁰⁰

Requirements from the County:

N/A

Reference List:

see attached letter

Number of full-time employees currently dedicated to these type services: 22

Attach a list of all equipment, including alternate equipment, to this proposal form.

Billy Noble
Name (Print)

Billy J. Noble
Signature

11/6/2019
Date

Noble's Professional Grounds Management
Company Name



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # VII. - 6.

From:
John Nichols, P.E.

Utilities - 211 Water Treatment Plant Gravity Sand Filter
Demolition and Replacement (John Nichols, Director of Public
Utilities)

Issue/Action Requested:

Request that the Board of Commissioners Approve Notice of Award and authorize the Chairman and Clerk to the Board to execute the construction contract with Carmichael Construction Company, Inc., for the construction of the 211 Water Treatment Plant (WTP) Gravity Sand Filter Demolition and Replacement Project contingent on the County Attorney's review and approval of the construction contract, performance bond, payment bond, and insurance certificates. Staff recommends the selection of the lump sum base bid amount of \$1,049,000.00.

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.

On January 21, 2020, the Board approved a budget amendment in the amount of \$1.2 million for the construction of the filters. The project was advertised originally in early February and there were not enough bids received to open the bids. The project was re advertised for seven (7) days and a total of two (2) bids were received on March 4, 2020. Per North Carolina bidding guidelines, there is not a minimum number of bids that must be received to open a rebid of a project. Therefore, the bids were opened and are detailed in the attached bid tabulation sheet. The staff has reviewed the bid proposals and recommends the project be awarded to the lowest, responsive bidder, Carmichael Construction Company, Inc.

Consequently, it is recommended that the Board approve the Notice of Award and authorize the Chairman and the Clerk to the Board to execute the construction contract with Carmichael Construction Company, Inc., in the amount of \$1,049,000.00.

Fiscal Impact:

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

Approved By County Attorney:

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend the Board of Commissioners Approve Notice of Award and authorize the Chairman and Clerk to the Board to execute the construction contract with Carmichael Construction Company, Inc., for the construction of the 211 Water Treatment Plant (WTP) Gravity Sand Filter Demolition and Replacement Project contingent on the County Attorney's review and approval of the construction contract, performance bond, payment bond, and insurance certificates. Staff recommends the selection of the lump sum base bid

amount of \$1,049,000.00.

ATTACHMENTS:

Description

- ▣ Utilities - 211 WTP Filter Replacement Bid Tabulation - Attach 1

BRUNSWICK COUNTY PUBLIC UTILITIES
211 WTP GRAVITY SAND FILTER DEMOLITION AND REPLACEMENT
BID TAB
3/5/2020

CONTRACTOR	CONTRACTOR LICENSE NUMBER	TOTAL BASE BID AMOUNT
CARMICHAEL CONSTRUCTION COMPANY, INC.	10584	\$1,049,000.00
B&B CRANE SERVICE LLC	71938	\$1,438,000.00

Signifies Apparent Low Bid

FORM OF PROPOSALTo: **BRUNSWICK COUNTY**From: *Bidder* Carmichael Construction Company Inc.

Address Physical: 7297 River Rd SE Mailing: P.O. Box 11029
Southport, NC 28461 Southport, NC 28461

Tele./Fax 910-457-6510/910-457-9084

Date of Bid March 4, 2020 *WJC*
~~February 17, 2020~~

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the Contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. By signing this proposal, the bidder affirms they are not listed and will not utilize a subcontractor or vendor listed on the Final Divestment List created by the State Treasurer pursuant to NCGS 143-6A-4, Iran Divestment Act Certification. The Bidder further declares that he has examined the site of the work and the Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to Contract with **Brunswick County** in the form of Contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, supplies, labor, etc. necessary to complete the construction of:

211 WTP Gravity Sand Filter Demolition and Replacement

in full in complete accordance with the plans, specifications, and Contract Documents, to the full and entire satisfaction of **Brunswick County** and their representatives with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum of:

SINGLE PRIME CONTRACT:

Base Bid:

(All work covered in the Contract Documents **including** unit price items, allowance items, testing allowance, change order allowance, and the use of Preferred Brands.)

One Million Forty Nine Thousand Dollars and No Cents

Dollars(\$)**1,049,000.00**

ATTACHED DOCUMENTS

The following documents are attached to and made a condition of this Bid:

- Bid Security
- Identification of Minority Business Participation form
- MBE Affidavit A (Listing of Good Faith Efforts) or Affidavit B (Intent to Perform Contract with Own Workforce)

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the Contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the scope of the work all in accordance with the Contract Documents. Bidder acknowledges that quantities are approximate only and are given as the basis for comparison of Bids. The Owner may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the General Conditions. The quantities shown on the proposal form are for the base bid only unless the contract documents specifically indicate that the item(s), or any portion thereof, are part of an alternate bid element. It is the responsibility of the Contractor to apportion the cost of unit price items to the base bid and any alternates listed in the Proposal using information in the Contract Documents. In the event that the Owner selects an alternate that clearly increases or decreases the estimated quantity of a unit price item shown on the proposal form, after selection of the Contractor, the Contractor shall be provided an updated list of estimated unit price quantities reflective of the alternates chosen. This updated list shall be used in determining any variation between the actual quantities and the estimated quantities of the unit price work. An estimated unit price quantity shall be updated only in the event that the Contract Documents clearly indicate that the unit price item was indeed part of the Owner-selected alternate. The cost for all unit price items shall be included within either the base bid or an alternate, as applicable.

The bidder further proposes and agrees hereby to commence work under this Contract on a date to be specified in a written order of the Designer and shall fully complete all work thereunder within the time specified in the Notice to Bidders. Applicable liquidated damages amount is also stated in the Notice to Bidders (see General Conditions "Time of Completion, Delays, Extension of Time".)

UNIT PRICES - SINGLE PRIME GENERAL**NOTES TO CONTRACTOR:**

-PAY ITEMS WITH "Not Applicable" SHOWN IN THE "Unit Price" COLUMN ARE NOT PRESENT ON THE PROJECT.

THE CONTRACTOR SHOULD NOT SUPPLY A UNIT BID PRICE FOR THESE ITEMS.

PAY ITEM	Spec. Section	Pay Item Description	Unit	Estimated Quantity	Unit Price
1	GC 38 K.	Change Order Allowance	EA	1	\$ 75,000.00
2	GC 30	Testing Allowance	EA	1	\$ 20,000.00
3	EP	Manufacturer Special Inspection (Erection Procedure)	EA	1	\$ 22,000.00
4	GC 20	Existing Pipe Repair	EA	1	\$ 20,000.00
5					
					\$ -

MINORITY BUSINESS PARTICIPATION REQUIREMENTS:

Provide with the bid - Under NCGS 143-128.2(c) the undersigned Bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **Also** list the good faith efforts (Affidavit A) made to solicit minority participation in the bid effort.

NOTE: A Contractor that performs all of the work with its **own workforce** may submit an Affidavit B to that effect in lieu of Affidavit A required above. The Minority Business Participation Form must still be submitted even if there is zero participation.

After the bid opening - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within seventy-two (72) hours of the notification of being the apparent lowest Bidder, the following:

An Affidavit C that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total Contract price, which is **equal to or more than the goal** established as indicated in the Notice to Bidders. This affidavit shall give rise to the presumption that the Bidder has made the required good faith effort and Affidavit D is not necessary;

OR

If less than the goal, Affidavit D of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and other specific actions demonstrating recruitment and selection of minority businesses for participation in the Contract.

Note: Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all Minority Business contractors, vendors, and suppliers that will be used. If there is no Minority Business participation, then enter none or zero on the form. Affidavit A or Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low Bidder is grounds for rejection of the bid.

Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said Contract, provide performance and payment bonds, and certificates of insurance within ten (10) consecutive calendar days after being given written notice of the award of Contract, the certified check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash, or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of March 4, 2020 WJC

Carmichael Construction Company Inc.

(Name of Firm or Corporation Making Bid)

WITNESS:

By:

WJC Carmichael Jr
Signature

Name: Gary Carmichael Jr.

Print or Type

Title: President

(Owner/Co-Partner/President/Vice President/Manager)

Address:

P.O. Box 11029

Southport, NC 28461

ATTEST:

By:

Walter J. Carmichael

Title: Secretary/Treasurer

(Corp. Sec. or Asst. Sec. only)

License No. 10584

Federal I.D. No. 56-1207295

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 X Addendum No. 3 _____ Addendum No. 5 _____ Addendum No. 7 _____

Addendum No. 2 _____ Addendum No. 4 _____ Addendum No. 6 _____ Addendum No. 8 _____

*Addendum #1 received 2/12/2020

FORM OF BID BOND

BIDDER (Name and Address):

Carmichael Construction Company, Inc.
P. O. Box 11029
Southport, NC 28461

SURETY (Name and Address of Principal Place of Business):

North American Specialty Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105

OWNER:

Brunswick County
P. O. Box 249
Bolivia, NC 28422

BID

BID DUE DATE: February 17, 2020
PROJECT (Brief Description Including Location):
211 WTP Gravity Sand Filter Demolition and Replacement

BOND

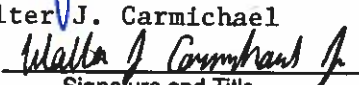
BOND NUMBER: BID
DATE: (Not Later than Bid Due Date): February 17, 2020
PENAL SUM: 5% of principal's bid----

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms of the Contract Documents, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative. THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Bidder shall be awarded the Contract for which the bid is submitted and shall execute the Contract and give bond for the faithful performance thereof within ten (10) days after the award of same to the Bidder, then this obligation shall be null and void; but if the Bidder fails to so execute such Contract and give performance bond as required by NCGS 143-129, the surety shall, upon demand, forthwith pay to the Owner the penal sum amount set forth above. Provided further, that the bid may be withdrawn as provided by NCGS 143-129.1

BIDDER

Carmichael Construction Company, Inc. (Seal)
Bidder's Name and Corporate Seal


By:  Sec./Treas.
Signature and Title

Walter J. Carmichael
Attest: 
Signature and Title
Estimator

SURETY

North American Specialty Insurance Company (Seal)
Surety's Name and Corporate Seal

By:  Signature and Title W. D. Morris, Jr.
(Attach Power of Attorney) Attorney-in-Fact

Attest: 
Signature and Title Sherri W. Hill
Account Executive

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

W.D. MORRIS, JR.,

FRANK W. HAFNER, III, and SHERRI W. HILL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:


"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 23 day of JANUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 23 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of February, 2020.


Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

Brunswick County AFFIDAVIT A – Listing of Good Faith Efforts

(Name of Bidder)

Affidavit of Carmichael Construction Company Inc.

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the Contractor, or available on State or local government-maintained lists, at least ten (10) days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ **2 – (10 pts)** Made the construction plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least ten (10) days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses that provide assistance in recruitment of minority businesses.
- ☒ **5 – (10 pts)** Attended pre-bid meetings scheduled by the owner.
- ☒ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for Subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the Bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 – (20 pts)** Provided quick pay agreements and policies to enable minority Contractors and suppliers to meet cash-flow demands.
- ☐ **11 – (20 pts)** A minimum of two (2) or all, if only one (1) is indicated, of the MBE firms indicated on the "Identification of Minority Business Participation" form are **Brunswick County** based.

The undersigned, if apparent low Bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of Contract to be executed with the Owner. Substitution of Contractors must be in accordance with NCGS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the Contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: 2/17/20

Name of Authorized Officer: Walter J. Carmichael

Signature: 

Title: Secretary/Treasurer



State of North Carolina, County of Brunswick

Subscribed and sworn to before me this 17 day of February 20 20

Notary Public Walter Carmichael Jr

My commission expires 8/30/2020

**Brunswick County AFFIDAVIT B – Intent to Perform Contract
with Own Workforce**

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform one hundred percent (100%) of the work required for the
_____ Contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

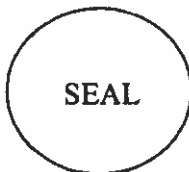
The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

License Year

2020

License No.

10584

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Carmichael Construction Co., Inc.
Southport, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building; Highway; PU(Water Lines & Sewer Lines); PU(Water Pur. & Sewage
Disp.)

until

December 31, 2020

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2020

This certificate may not be altered.



Chairman

Secretary-Treasurer



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # VII. - 7.

From: Utilities - Mobile Hurricane Shelters (John Nichols, P.E.)
John Nichols, P.E.

Issue/Action Requested:

Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the Goods and Services contract with BPC Industries 1776 LLC, to provide (2) two mobile hurricane shelters, with County Attorney's approval. Staff recommends the selection of the base proposal of \$50,000 and add optional of \$45,000 for a second shelter for a total of \$95,000.

Background/Purpose of Request:

During times of significant storms and catastrophic events, the Public Utilities Department has a need to station employee shelters at various areas throughout the county to monitor our facilities.

A Request for Proposals to supply and deliver hurricane shelters was advertised on February 14, 2020. On March 2, 2020, a total of six (6) proposals were received. The proposals are detailed on the attached proposal tabulation sheet. The staff has reviewed all proposals and recommends the contract be awarded to the lowest, responsive proposal submitter, BPC Industries 1776 LLC. There is currently an approved designated budget line item adequate for the purchase of these shelters.

Consequently, it is recommended that the Board authorize the Chairman and the Clerk to the Board to execute the Goods and Services contract with BPC Industries 1776 LLC in the amount of \$95,000.

Fiscal Impact:

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

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the Goods and Services contract with BPC Industries 1776 LLC, to provide (2) two mobile hurricane shelters, with County Attorney's approval. Staff recommends the selection of the base proposal of \$50,000 and add optional of \$45,000 for a second shelter for a total of \$95,000.

ATTACHMENTS:

Description

- ☐ Utilities - Hurricane Shelter BPC Industries 1776 LLC Contract - Attach 1
- ☐ Utilities - Hurricane Shelter Proposals and Bid Tabulation - Attach 2

NORTH CAROLINA
BRUNSWICK COUNTY

GOODS AND SERVICES AGREEMENT

THIS GOODS AND SERVICES 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 BPC Industries 1776 LLC, a Florida limited liability company, (hereinafter referred to as “Contractor”), party of the second part.

WITNESSETH:

1. GOODS AND SERVICES; FEES

The goods to be purchased and the services to be performed under this Agreement (hereinafter referred to collectively as the “Project”) and the agreed upon fees for the 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 03/17/2020 (the “Effective Date”) and continues in effect until 07/01/2020, 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 costs as specified in Exhibit "A" or as set out above for the satisfactory completion of the Project. Unless otherwise specified, Contractor shall submit monthly invoices to County and include detail of all product delivered or work performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Contractor, the County shall inform Contractor in writing of the disputed charges. Once the dispute has been resolved, Contractor shall re-invoice County for the previously disputed charges, and, per any resolution between County and Contractor, the County shall pay those charges in full at that time. No advance payment shall be made for the work to be performed by Contractor under this Agreement.

5. INDEPENDENT CONTRACTOR

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

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

6. CONTRACTOR REPRESENTATIONS

- a. 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;
- b. Contractor has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Contractor to enter into and perform its obligations under this Agreement;
- d. In connection with Contractor's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. Contractor shall not violate any agreement with any third party by entering into or performing the work under this Agreement;
- f. Contractor will provide all goods and perform all work in conformity with the specifications and requirements of this Agreement;
- g. The goods and services 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);
- h. Contractor shall exercise reasonable care and diligence when performing the work hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;
- i. 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
- j. Contractor shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. 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.

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Contractor shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Contractor

or its subcontractors. In the event that Contractor causes damage to the County's equipment or facilities, Contractor shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

9. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Contractor or the goods or services covered under this Agreement, and Contractor is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Contractor may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

10. NON-EXCLUSIVITY

Contractor acknowledges that County is not obligated to contract solely with Contractor for the goods or services covered under this Agreement.

11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

12. 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.

13. 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.

14. INSURANCE

Contractor shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional

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

15. 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.

16. REMEDIES

- a. **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 goods and/or services 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 the goods and/or performing the services from any money then due or to become due Contractor and, should the County's cost of obtaining the goods and/or performing the services exceed the amount due Contractor, collect the amount due from Contractor.
- b. **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.

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

17. 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.

18. HEALTH AND SAFETY

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with completing the Project. 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 completing the Project and other persons who may be affected thereby.

19. 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.

20. 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.

21. CONFIDENTIAL INFORMATION

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

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

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Contractor and County.

32. NOTICES

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

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

- ii. For the Contractor: BPC Industries 1776 LLC
Attn: Brian P. Clark, CVO
5213 River Park Villa Drive
St. Augustine, FL 32092

- With a copy to: Registered Agents Inc.
4030 Wake Forest Road, Suite 349
Raleigh, NC 27609

[SIGNATURES APPEAR ON FOLLOWING PAGE]

33. 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]

BPC INDUSTRIES 1776 LLC

By: _____

Printed Name: Brian P. Clark

Title: Trustee and Principal

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, Assistant County Attorney

EXHIBIT “A”
GOODS AND SERVICES/FEES AND COSTS

The Contractor is to modify two (2) cargo/storage containers for use as hurricane shelters in accordance with the specifications below. Each container is to be delivered and installed at Brunswick County’s Highway 211 Water Treatment Plant located at 4305 Southport-Supply Road SE, Southport, NC 28461. Contractor shall supply six (6) 8”x8” timbers on which each container is to be set. The shelters are to be properly hooked up to electric, water, and septic. Any permits and fees associated with these connections will be the sole responsibility of Contractor. There are existing utilities on site. The areas in which the shelters are to be placed have sufficient room to access and unload.

SHELTER SPECIFICATIONS (EACH CARGO CONTAINER):

Exterior

- Be made of metal with the dimensions of 8’ wide by 40’ long by 8’ tall.
- Be fabricated in such a way that they can be lifted and moved via forklift.
- Have two (2) exterior doors which are capable of withstanding Category 5 hurricane force winds. Doors shall be able to be locked and unlocked from both the inside and outside of the shelter.
- Have a minimum of four (4) windows with screens capable of withstanding Category 5 hurricane force winds.
- Be coated with a paint designed for application on metal surfaces. Color to be light gray.
- Be connected to electric, water, and septic.

Interior

- All interior framing and finishes are to be of standard building materials; i.e., wood or metal studs, sheetrock, plywood or wall paneling, wood, plastic or composite-type trim, etc.
- Flooring to be level and smooth. Original flooring of container may be used if it is or can be restored to a smooth and even finish.
- Ceiling to be 8’ tall.
- Insulation in exterior walls and ceiling to be R-40 or greater.
- Have an electrical panel box equipped to hook up standard power, generator, and automatic transfer switch (ATS). Generator and ATS will be provided by others.
- Be wired and outlets to be installed for electric, telephone, and internet throughout.
- Have an adequate heating and air conditioning unit.
- Have proper plumbing to hook up potable water and sewer.
- Have a framed-in bathroom consisting of a sink, toilet, shower, and interior door.
- Have a kitchen/common area equipped with a refrigerator, microwave, cabinets, and countertops as space allows.
- Have two (2) rooms with interior doors and windows.

**EXHIBIT A
FORM OF PROPOSAL**

BASE

DESCRIPTION	UNIT	AMOUNT
Provide, Modify, Deliver, and Set Up One (1) Shelter as Per the Enclosed Specifications and Scope of Work	LS	\$50,000.00

OPTIONAL

DESCRIPTION	UNIT	AMOUNT
		ADD/DEDUCT (circle one)
Provide, Modify, Deliver, and Set Up a Second Shelter as Per the Enclosed Specifications and Scope of Work	LS	\$45,000.00 (10% Discount)

Name of Company BPC Industries 1776 LLC

Mailing Address 4030 Wake Forest Road, STE 349

Raleigh, NC 27609

Phone No. 1-904-742-4072

E-Mail Address Trustee@bpcfamlytrust.org

Bid Submitted By: Brian P. Clark

(Printed Name)



(Signature)

Title: Trustee and Principal

Date: March 2, 2020

BRUNSWICK COUNTY PUBLIC UTILITIES

HURRICANE SHELTER

PROPOSAL TAB

3/3/2020

CONTRACTOR	BASE PROPOSAL AMOUNT	ADD OPTIONAL PROPOSAL AMOUNT	TOTAL AMOUNT TO INCLUDE ADD OPTIONAL
BPC INDUSTRIES 1776 LLC	\$50,000.00	\$45,000.00	\$95,000.00
MILLENIUM CONTRACTORS, INC.	\$50,922.00	\$48,942.00	\$99,864.00
BARNACLE CONSTRUCTION INC.	\$67,228.75	\$57,523.50	\$124,752.25
COOK CONTRACTORS LLC	\$78,975.00	\$76,475.00	\$155,450.00
TRANSOCEAN EQUIPMENT MANAGEMENT LLC	\$81,250.00	N/A	N/A
CENTERLINE DEVELOPMENT	\$122,800.00	\$112,800.00	\$235,600.00

Signifies Apparent Low Proposal

**EXHIBIT A
FORM OF PROPOSAL**

BASE

DESCRIPTION	UNIT	AMOUNT
Provide, Modify, Deliver, and Set Up One (1) Shelter as Per the Enclosed Specifications and Scope of Work	LS	\$50,000.00

OPTIONAL

DESCRIPTION	UNIT	AMOUNT
		ADD/DEDUCT (circle one)
Provide, Modify, Deliver, and Set Up a Second Shelter as Per the Enclosed Specifications and Scope of Work	LS	\$45,000.00 (10% Discount)

Name of Company BPC Industries 1776 LLC

Mailing Address 4030 Wake Forest Road, STE 349

Raleigh, NC 27609

Phone No. 1-904-742-4072

E-Mail Address Trustee@bpcfamlytrust.org

Bid Submitted By: Brian P. Clark

(Printed Name)



(Signature)

Title: Trustee and Principal

Date: March 2, 2020

**EXHIBIT A
FORM OF PROPOSAL**

BASE

DESCRIPTION	UNIT	AMOUNT
Provide, Modify, Deliver, and Set Up One (1) Shelter as Per the Enclosed Specifications and Scope of Work	LS	\$ 50,922.00

OPTIONAL

DESCRIPTION	UNIT	AMOUNT
		ADD DEDUCT (circle one)
Provide, Modify, Deliver, and Set Up a Second Shelter as Per the Enclosed Specifications and Scope of Work	LS	\$ 48,942.00

Name of Company Millennium Contractors, Inc.

Mailing Address P.O. Box 10579

Southport, N.C. 28461

Phone No. 910-457-7097

E-Mail Address billclarkusmc@yahoo.com / laura.britton@mail.com

Bid Submitted By: William F. Clark
(Printed Name)

W. F. Clark
(Signature)

Title: President / owner

Date: March 2, 2020

**EXHIBIT A
FORM OF PROPOSAL**

BASE

DESCRIPTION	UNIT	AMOUNT
Provide, Modify, Deliver, and Set Up One (1) Shelter as Per the Enclosed Specifications and Scope of Work	LS	\$67,228.75

OPTIONAL

DESCRIPTION	UNIT	AMOUNT
		ADD/DEDUCT (circle one)
Provide, Modify, Deliver, and Set Up a Second Shelter as Per the Enclosed Specifications and Scope of Work	LS	\$57,523.50

Name of Company Barnack Construction Inc

Mailing Address 2136 Stevens Chapel Rd

Smithfield NC 27577

Phone No. 919-235-7312

E-Mail Address barnackconstruction@gmail.com

Bid Submitted By: Shawn Williams
(Printed Name)

Shawn Williams
(Signature)

Title: President

Date: March 2nd, 2020

**EXHIBIT A
FORM OF PROPOSAL**

BASE

DESCRIPTION	UNIT	AMOUNT
Provide, Modify, Deliver, and Set Up One (1) Shelter as Per the Enclosed Specifications and Scope of Work	LS	78,975 ⁰⁰

OPTIONAL

DESCRIPTION	UNIT	AMOUNT
		ADD/DEDUCT (circle one)
Provide, Modify, Deliver, and Set Up a Second Shelter as Per the Enclosed Specifications and Scope of Work	LS	76,475 ⁰⁰

Name of Company Cook Contractors LLC

Mailing Address 1422 Thompson Town Rd

Whiteville NC 28472

Phone No. 910.234.5551

E-Mail Address brown@cookcontractors.com

Bid Submitted By: William B Cook Jr
(Printed Name)

William B Cook Jr
(Signature)

Title: Owner

Date: 3/2/2020

Paul,

Please accept this Transocean Equipment Management LLC's proposal for your Hurricane Shelter.

Shelter unit cost: 81,250.00

This proposal **does not** meet all the request listed on your scope of work. Please see notes below for differences and reasons.

We propose using a previously designed housing unit that will allow for much better use a temporary shelter. Photos at the end are of a completed housing unit are for information only purposes. Your shelter will be similar but some materials such as flooring may be substituted for more appropriate materials. Washer and dryer are not included. Stove can be replaced by cabinets and countertop or left in.

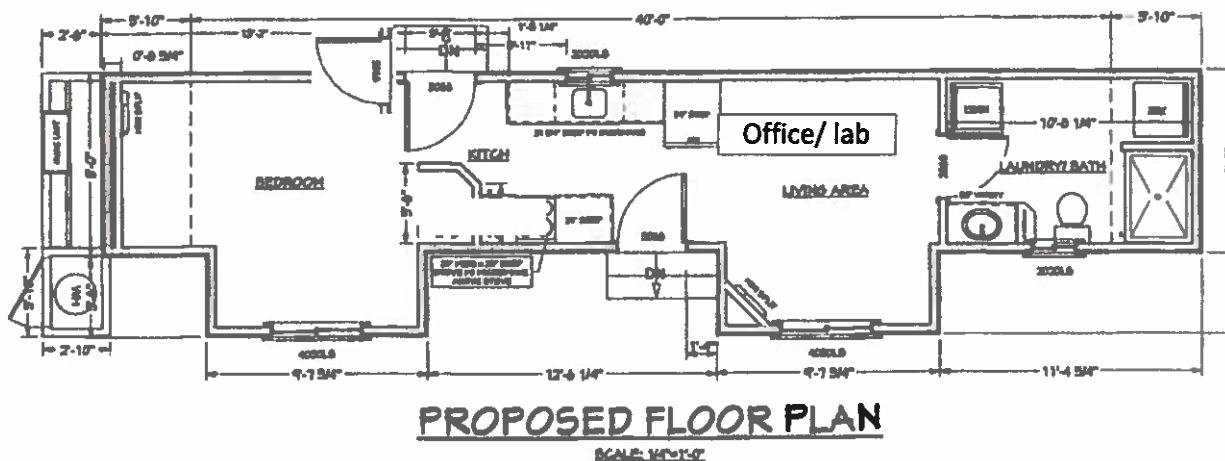


Figure 1 – 450 sq. ft Shelter.

NOTES:

Proposal is for construction and delivery of unit only.

Unit will be placed on two 8"x8" Timbers, one under each end where corner castings are located. Any other timbers placed in between these would not support anything and the unit is designed to be supported only in these areas. When this unit is placed in it's permanent location we recommend putting it on 20"-24" concrete piers and permanently anchored.

Without information on the generator and ATS we would not be able to connect to electrical. It would be best if the contractor supplying those items performed the full electrical hook up.

All plumbing will be stubbed out through the floor for hook up to sewer or septic by your plumber. As we discussed 8" is not enough room to allow for hook up of these items.

Insulation will be R-30 in the ceiling and R-15 in the walls. R-40 as requested would require the walls to be to thick to allow for sufficient interior room. We have found this combination to work well in similar uses.

**EXHIBIT A
FORM OF PROPOSAL**

BASE

DESCRIPTION	UNIT	AMOUNT
Provide, Modify, Deliver, and Set Up One (1) Shelter as Per the Enclosed Specifications and Scope of Work	LS	\$ 122,800.00

OPTIONAL

DESCRIPTION	UNIT	AMOUNT
Provide, Modify, Deliver, and Set Up a Second Shelter as Per the Enclosed Specifications and Scope of Work	LS	<u>ADD</u> /DEDUCT (circle one) \$ 112,800.00

*OPTION: \$4,000.00 for footings per building.

Name of Company

CENTERLINE DEVELOPMENT

Mailing Address

SOUTHPORT, NC 28461

Phone No.

910-776-0044

910-

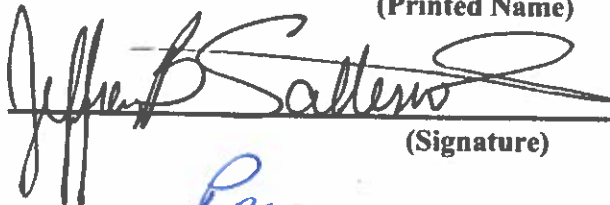
E-Mail Address

Jeff@gocenterline.com

Bid Submitted By:

JEFFREY B. SATTERWHITE

(Printed Name)



(Signature)

Title:

PRESIDENT

Date:

3/2/20



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # VII. - 8.

From:

Donald Dixon

Utilities - NC 811 Safety Digging Month Proclamation (Donald Dixon, Deputy Director-Wastewater Operations)

Issue/Action Requested:

Request that the Board of Commissioners approve a proclamation designating April 2020 as North Carolina 811 Safe Digging Month.

Background/Purpose of Request:

Since 1978, NC811 one-call system has received calls from those involved in excavation or demolition activities and dispatches requests to utility owners to mark their underground utilities avoiding damage and costly repairs. North Carolina law requires those engaged in these activities to contact NC811 at least three working days prior to starting work, they then notify the associated utilities in the area to mark their existing infrastructure to prevent damage prior to construction activities ensuing. Designation of April 2020 as "Safe Digging Month" encourages all excavators and homeowners to contact NC811 prior to starting any digging project.

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 a proclamation designating April 2020 as North Carolina 811 Safe Digging Month.

ATTACHMENTS:

Description

- Utilities - North Carolina 811 Safety Digging Month Proclamation - Attach 1

County of Brunswick
Office of the County Commissioners



**PROCLAMATION DESIGNATING APRIL 2020 AS
"NORTH CAROLINA 811 SAFE DIGGING MONTH"**

WHEREAS, as utility owners, excavators, designers, and homeowners work to keep pace with North Carolina's economic development, it is important to minimize damages to underground utility lines, danger to workers and the general public, environmental impact, and loss of utility services to the citizens of North Carolina; and

WHEREAS, North Carolina 811, a utility service notification center and leader in education celebrates its 42nd year of continuous service to the State, is key to preventing injuries and damages when excavating; and

WHEREAS, this unique service provides easy, one-call notification about construction and excavation projects that may endanger workers and jeopardize utility lines while promoting workplace and public safety, reducing underground utility damage, minimizing utility service interruptions and protecting the environment; and

WHEREAS, this vital service, which began in 1978 serves the citizens of North Carolina from the mountains to the coast, educates stakeholders about the need for excavation safety whether the project is as small as planting a tree to designing and beginning construction on a new interstate; and

WHEREAS, in 2019, the North Carolina one call system received 2.2 million notification requests and transmitted over 12.2 million requests, providing protection to utility companies infrastructure, their employees, excavators, and customers.

NOW, THEREFORE, BE IT RESOLVED, that Brunswick County has designated the month of April 2020 as "North Carolina 811 Safe Digging Month" to encourage all excavators and homeowners of Brunswick County to contact 8-1-1 either by dialing 8-1-1 or contacting NC811 via the webpage of NC811.org at least three working days prior to digging in order to "Know What's Below," avoid injury, protect the environment, prevent millions of dollars in damages and to remind excavators that three working days' notice is the law, for safe digging is no accident, and that more information may be obtained by visiting www.nc811.org.

Adopted this the 16th day of March, 2020.

Frank Williams, Chair
Brunswick County Commissioners

Attest:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # VII. - 9.

From:
John Nichols, P.E.

Utilities - Resolution in Support of Grant Funding for Rehabilitation of Navassa Water Distribution and Sewer Collection Systems (John Nichols, Director of Public Utilities)

Issue/Action Requested:

Request that the Board of Commissioners approve a resolution authorizing the County Manager to execute an application for grant funding to the North Carolina Department of Environmental Quality Drinking Water State Revolving Fund and the Clean Water State Revolving Fund to address needed repairs within the utility system to be conveyed from the Town of Navassa.

Background/Purpose of Request:

At the December 2, 2019, Board Meeting, the Board of Commissioners approved the Action Agenda Item outlining the concept for merger of the Town of Navassa utility system into the County's Public Utilities system, and directing staff to develop all agreements and documents necessary to accept the conveyance of the utility system from the Town of Navassa.

County staff requests that the Board of Commissioners resolve to submit an application for grant funding, including all its terms and conditions, to the North Carolina Department of Environmental Quality Drinking Water State Revolving Fund and the Clean Water State Revolving Fund (SRF) directed to address repairs necessary for the utility system conveyed from the Town of Navassa, authorize the County Manager to execute and file the application on behalf of Brunswick County, and authorize staff to furnish such information as the appropriate state agency may request in connection with the applications or the projects. This is a requirement of the Department of Environmental Quality (DEQ) to receive merger funding for the SRF April round of funding.

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 a resolution authorizing the County Manager to execute an application for grant funding to the North Carolina Department of Environmental Quality Drinking Water State Revolving Fund and the Clean Water State Revolving Fund to address needed repairs within the utility system to be conveyed from the Town of Navassa.

ATTACHMENTS:

Description

Utilities - Attach 1 - Resolution In Support Of Grant Funding For Rehabilitation Of Navassa Water Distribution

□ And Sewer Collection Systems

County of Brunswick
Office of the County Commissioners



**RESOLUTION IN SUPPORT OF GRANT FUNDING FOR REHABILITATION OF
NAVASSA WATER DISTRIBUTION AND SEWER COLLECTION SYSTEMS**

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of a drinking water distribution system project, and

WHEREAS, Brunswick County has need for and intends to construct a drinking water distribution system project described as Repairs and Rehabilitation of the Navassa Water Distribution and Sewer Collections Systems, and

WHEREAS, Brunswick County intends to request state grant assistance for the project.

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

- 1) That Brunswick County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State grant award.
- 2) That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.
- 3) That the Board of Commissioners of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Brunswick County to make scheduled repayment of the loan, to withhold from the Board of Commissioners any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.
- 4) That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.
- 5) That Randell Woodruff, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the construction of the project described above.
- 6) That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such

application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

- 7) That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

ADOPTED this the 16th day of March, 2020.

Frank Williams, Chairman
Brunswick County Board of Commissioners

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Commissioners of the County of Brunswick does hereby certify: That the above resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Brunswick County Board of Commissioners duly held on the 16th day of March, 2020; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of March, 2020.

Andrea White, NCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 16, 2020

Action Item # VII. - 10.

From:

Donald Dixon

Utilities - Sewer Use Ordinance and Utility Policy Revisions
(Donald Dixon, Deputy Director-Wastewater Operations)

Issue/Action Requested:

Request that the Board of Commissioners approve a revision to the Sewer Use Ordinance and Utility Policy amending the use of backflow devices for Publicly Owned Treatment Works (POTW).

Background/Purpose of Request:

The county's Sewer Use Ordinance and Utility Policy contain provisions for the use of backflow devices when the finished floor elevation of a structure is below the nearest gravity sewer system point of relief. The ordinance and policy need clarification to ensure application to all types of sewer collection systems, to specify protection of each unit of multifamily buildings, and to specify responsibility of enforcement of installation of the backflow device.

It is recommended that the language in the Sewer Use Ordinance, Article II, Section 3.7 Backwater (Backflow) Device Requirement, and the Utility Policy, Section K. Sewage Backflow Policy, be replaced with the following:

“The building drain relief point of a public sewer is the location that wastewater from a particular building drain (service) will exit the public sewer when the downstream sewer is blocked. For gravity sewers this is the top of the manhole where the building drain (service) ties into the manhole, or in the case that the building drain ties directly into the gravity main using a saddle, the top of the next upstream manhole. For vacuum sewers, the building drain relief point is the top of the air intake connected to the building drain. For pressurized grinder pump systems, the building drain relief point is the top of the vent on the grinder tank. Where plumbing fixtures are installed on a floor with a finished floor elevation below the building drain relief point of the public sewer, such fixtures shall be protected by a backwater (backflow) device installed in the building drain, branch of the building drain or horizontal branch serving such fixtures. Plumbing fixtures installed on a floor with a finished floor elevation above the public sewer building drain relief point shall not discharge through the required backwater (backflow) device and branch building drain serving plumbing fixtures on a floor with a finished floor elevation below the building drain relief point of the public sewer. In multifamily developments, each unit or portion thereof, with plumbing fixtures installed on a floor with a finished floor elevation below the building drain relief point of the public sewer shall have a separate building drain horizontal branch with a backwater (backflow) device. All multifamily developments shall have a cleanout installed on the building drain horizontal branch that is most distant from the public sewer. In accordance with the General Provisions of the Sewer Use Ordinance, the POTW Director authorizes and delegates the implementation and enforcement of this section to the Chief Building Code Official having jurisdiction of the area that the building is located within. The absence of a properly functioning backwater (backflow) device eliminates responsibility of the POTW for any wastewater backup into a structure that is required to have one in accordance with this ordinance.”

The Sewer Use Ordinance revision, once adopted, will need to be updated in Municode - Section 1-13-567.

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 a revision to the Sewer Use Ordinance and Utility Policy amending the use of backflow devices for Publicly Owned Treatment Works (POTW).

ATTACHMENTS:

Description

- ▣ Utilities - Sewer Use Ordinance Excerpt - Attach 1
- ▣ Utilities - Utility Policy Excerpt - Attach 2

- (4) Planned unit developments;
 - (5) Hotels, motels;
 - (6) Hospitals;
 - (7) Warehouses, industrial buildings engaged in only one (1) business,
 - (8) Schools;
 - (9) Mobile home parks;
 - (10) Shopping centers;
 - (11) Churches;
 - (12) Other buildings under common management.
- (b) A common sewer connection, including a private sewer collection system, will be permitted to serve the above categories of buildings meeting the following minimum requirements:
- (1) The building or buildings to be served are in compliance with the County's zoning and Subdivision Ordinances.
 - (2) The building permit and plat show a single owner or several owners with a common management agreement and indicates that the complex of buildings will be constructed on a single tract.
 - (3) All sewer construction with easements shall be in accordance with County, State, and Federal standards and specifications; and all other sewer construction shall be in accordance with the North Carolina plumbing code. Any construction that requires only cleanouts to be installed shall be performed by a North Carolina licensed master plumber or a North Carolina licensed utility contractor. All construction requiring manholes shall be performed by a North Carolina licensed utility contractor. The owner(s) or management of such complexes shall remain the owner of said private sanitary sewer systems and be responsible for the operation and maintenance.
 - (4) Should a building within such a complex be conveyed to a new owner without a common management contract, the County shall require a sewer connection from that building(s) to the County's sewer main.

3.6 Elevation of Sewer Connection

All service lines shall be brought to the building at an elevation below the lowest floor level having sanitary facilities or in conformance with the plumbing code, whichever is more stringent. In all buildings in which any building drain is below a point which will permit a minimum average slope of the service line of at least one (1) foot per fifty (50) feet, wastewater carried by such building sewer shall be lifted by pumping units or other approved means and discharged through a service line having that minimum average slope. Costs of the pumping units, piping, operation, maintenance, and power shall be borne by the owner.

3.7 Backwater (Backflow) Device Requirement

All plumbing fixtures or outlets connected to sanitary sewer that are located below the level of the top of the first upstream manhole shall be equipped with an approved backwater device, or building sewer shall be so equipped.

3.8 Prohibited Connections

- a. No connections that will allow inflow to enter the County's wastewater collection system shall be permitted. Such prohibited connections shall include but not be limited to the connection of roof downspouts, exterior foundation drains, or other sources of stormwater or groundwater to a service line that is connected directly or indirectly to a public sanitary sewer.

New and replacement water and sewer systems shall be designed and constructed to be flood resistant in flood prone areas. If the manholes are not watertight, they shall be built one (1) foot above the anticipated 100-year flood elevation as determined by the U.S. Army Corps of Engineers.

K. SEWAGE BACKFLOW POLICY.

The sewer trap shall be installed with an elevation at least one (1) foot higher than the manhole top upstream from the property. If not, the property must have a backwater valve on the sewer service to protect against backflow and the property owner must sign a sewer release waiving the County's liability in case of a backflow. This form will become a recorded document on the property. The liability release form can be obtained in the County's Central Permitting Department.

L. SERVICE CONNECTIONS IN SEWER EASEMENTS.

Sewer service connections in existing sewer main easements shall be conducted only by a North Carolina-licensed utility contractor and no service connections shall be made to trunk or interceptor sewers fifteen (15) inches in diameter and larger without specific approval for the Engineering Services Department. Services on fifteen (15) inches and larger mains will require connection at an existing manhole or the installation of a manhole.

M. UTILITY MAIN / EASEMENT RELOCATION POLICY.

The Engineering Services Department shall only consider requests for relocation of utility mains and easements proposed as a remedial action to resolve conflicts such as encroachment of existing buildings, houses, and other such permanent structures. All easement relocations require Board of Commissioners approval through sale of surplus property procedure. The total cost of relocation of utility mains and dedication of new easements shall be at the expense of the property owner, including, but not limited to, engineering costs, surveying costs, recordation of maps, surplus property procedure, etc..

N. CONNECTION OF POOLS, FOUNTAINS, SPAS, AND HOT TUBS TO SANITARY SEWERS.

When any swimming pool or ornamental fountain is connected to the sanitary sewer for the purpose of draining or flushing the pool/fountain or backwashing the filters, the drainage system shall be equipped with a pump or flow restrictor so that the discharge rate to the sanitary sewer does not exceed 100 gallons per minute.

O. WATER SERVICE SHUT-OFF VALVE.

It shall be required that every water service connected to the County's public water supply system be equipped with a shut-off device no more than five (5) feet from the water service meter assembly.

P. WATER MAIN REIMBURSEMENT PROGRAM

A Reimbursement Agreement for Developers requesting to extend water transmission mains to be connected to the County's water system may be approved by the Board of Commissioners. The Land Developer shall be responsible for all initial engineering and construction costs associated with the transmission line. In order to provide sufficient looping for fire flow pressures and system redundancy, multiple connection points shall be required. The point(s) of connection to the County's system shall be determined by the Director of Public Utilities. Upon completion of construction of the line(s), said line(s) shall be dedicated to the County for operation and maintenance. The Developer or a coalition of Developers that incur the costs for the construction of the transmission line(s) shall be eligible for reimbursement up to, but not exceeding, one