

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

**June 1, 2020  
3:00 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 - Brunswick County Schools Contract with Geosurfaces Southeast for Replacement Lighting at NBHS Football Field  
Request that the Board of Commissioners approve and authorize the Chairman to sign the GeoSurfaces Southeast, Inc. contract in the amount of \$375,000 for replacement lighting at the North Brunswick High School football field.
2. Administration - Cape Fear Regional Jetport - NCDOT Grant Advance for Airport Hanger  
Request that the Board of Commissioners approve the advancement of grant funding approved, local match and the associated budget amendment for the Cape Fear Regional Jetport New Corporate Hangar Project.
3. Administration - Property and Liability Insurance Renewal FY 20-21  
Request that the Board of Commissioners approve the renewal proposal for Liability and Property Insurance for FY 2020-2021 with the North Carolina Association of County Commissioners' Risk Management Pool (NCACC).
4. Administration - Worker's Compensation Insurance Coverage FY 2020-2021  
Request that the Board of Commissioners approve the worker's compensation insurance coverage proposal from the North Carolina Association of County Commissioners Risk Management Pools.
5. Board Appointment - Library Board of Trustees - At-Large  
Request that the Board of Commissioners appoint Mr. Jeff Mount to an At-Large seat on the Library Board of Trustees with an unexpired term ending June 30, 2021.
6. Clerk to the Board - Meeting Minutes  
Request that the Board of Commissioners approve the draft minutes from the May 18, 2020 Regular Meeting.
7. Code Administration - Town of Calabash Interlocal Agreement  
Request that the Board of Commissioners approve the Interlocal Agreement between Brunswick County and the Town of Calabash to provide electrical level 2 inspection services and commercial electrical level 2 plan review services to the Town.
8. County Attorney - Bluffs on the Cape Fear, Phase 3, Section 3 Deed of Dedication  
Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in The Bluffs on the Cape Fear, Phase 3, Section 3, Lots 334-345, Lots 372-376, and Lots 378-383.
9. County Attorney - New South Bridge, Ph 3, Lots 126-170 Deed of Dedication  
Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in New South Bridge, Phase 3, Lots

126-170.

10. 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 - 619 COVID-19 Crisis Response Aid**

Budget Amendment appropriates \$114,310 of Federal Revenues restricted for the Division of Public Health Agreement Addendum approved at the 4/20/20 board meeting for activity 619 COVID-19 Crisis Response. This funding is intended for state, local, territorial, and tribal health departments to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities. These funds are in addition to funds CDC previously awarded to select jurisdictions for COVID-19 response activities.

**-SAMHSA Royal Cab Contract Amendment**

Approve an additional \$5,000 contract amendment for Royal Cab Company which provides transportation services to drug treatment participants through the SAMHSA grant to overcome obstacles of participants getting to treatment. Contract initially approved at the 9/16/19 board meeting and the YR2 Substance Abuse and Mental Health Services Administration (SAMHSA) Expansion Grant was approved at the 08/05/2019 with a grant budget period on 9/29/2020.

**- Budget Amendment JCPC Teen Court Discretionary Funds**

Appropriate state revenues restricted of \$2,196 in discretionary funds awarded by the Juvenile Crime Prevention Council from the NC Department of Public Safety. Additional dollars to fund Microsoft Surface Computers and related equipment to continue Teen Court activities via internet due to COVID. Discretionary awards for the 2019-2020 are being treated as expansion funds and require no match unless the funds are used for the purchase of equipment or capital outlay (valued at \$500 or more with a useful life in excess of one year). Match is met with initial award matching dollars.

11. Parks & Recreation - Ocean Isle Beach Tennis Court Resurfacing

Request the Board of Commissioners consider approving the Outer Banks Tennis proposal in the amount of \$38,884.86.

12. Utilities - Northeast Brunswick Regional Force Main Off-Site Transmission Improvements Project Soil Testing Protocols Agreement McKim & Creed and Associated Budget Amendment

Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to approve, subject to County Attorney review and approval, the Professional Services Agreement for Architectural, Engineering, and/or Surveying Services with McKim & Creed, P.A., in the amount of \$80,200 for engineering services associated with the addition to the Northeast Brunswick Regional Force Main Off-Site Transmission Improvements Project to develop Soil Testing Protocols, provide daily on-site environmental monitoring during construction, and develop an employee safety plan.

**VI. Presentation**

1. Trillium Health Resources Annual Report (Dennis Williams, Southern Regional Director)

Request that the Board of Commissioners receive the Trillium Annual Report along with response information related to COVID-19.

## **VII. Administrative Report**

1. Administration - Brunswick Guarantee Agreement (Randell Woodruff, County Manager)

Request that the Board of Commissioners approve an Agency Funding Agreement for the Brunswick Guarantee College Tuition Scholarship Program with the Brunswick Community College Foundation, Inc. subject to review and approval by County Attorney.

2. Administration - Riot Protective Gear and Munitions (Randell Woodruff, County Manager)

Request that the Board of Commissioners consider approving the purchase of riot protective gear items and munitions in the amount of \$77,739.44 for the Brunswick County Sheriff's Office.

## **VIII. Board Appointments**

1. Governing Body - Annual Board Appointments

Request that the Board of Commissioners approve the annual board appointments as presented and authorize the Chairman to sign the Nepotism and Notice of Re-Appointment forms for Southeastern Community & Family Services, Inc. for the appointment of Mr. William Ballard.

## **IX. Other Business/Informal Discussion**

## **X. Adjournment**



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**June 1, 2020**

**From:**  
Julie A. Miller

**Action Item # V. - 1.**

Administration - Brunswick County Schools Contract with Geosurfaces Southeast for Replacement Lighting at NBHS Football Field

**Issue/Action Requested:**

Request that the Board of Commissioners approve and authorize the Chairman to sign the GeoSurfaces Southeast, Inc. contract in the amount of \$375,000 for replacement lighting at the North Brunswick High School football field.

**Background/Purpose of Request:**

Brunswick County Board of Education approved this contract on 5/19/2020 and staff recommends the the contract with GeoSurfaces Southeast, Inc. in the amount of \$375,000 be executed by the Board of Commissioners. The contract is to be funded by bond proceeds.

**Fiscal Impact:**

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations  
Funded available from GO Bond Proceeds

**Approved By County Attorney:**

**County Attorney's Recommendation:**

Board approval is subject to final approval of the form of the contract by the County Attorney.

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve and authorize the Chairman to sign the GeoSurfaces Southeast, Inc. contract in the amount of \$375,000 for replacement lighting at the North Brunswick High School football field.

**ATTACHMENTS:**

Description

- ▣ Attach BCS GeoSurfaces Southeast Inc Contract





# BRUNSWICK COUNTY SCHOOLS

35 Referendum Drive Bolivia, North Carolina 28422 Phone: 910-253-2900 Fax: 866-291-7891

<input type="checkbox"/>	Consent Agenda
<input checked="" type="checkbox"/>	Action Agenda
<input type="checkbox"/>	Discussion Agenda
<input type="checkbox"/>	Information Item

**Date:** May 19, 2020

**To:** Sue Rutledge, Chief Operations Officer

**From:** Craig Eckert, Director of Capital Projects and Planning

**Subject:** Approval of Contract with GeoSurfaces Southeast, Inc. for \$375,000.  
NBHS Football Field Lighting

## BACKGROUND

The replacement of athletic lighting at the North Brunswick High School (NBHS) football field was included in the 2016 Bond. Current lighting configurations at the fields use inefficient HID lighting which does not light the field to North Carolina High School Athletic Association levels.

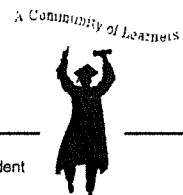
Proposals to replace existing HID light-heads, poles, conductors, contactors, and controls were submitted by two firms participating in purchasing alliances, GeoSurfaces Southeast and Musco Lighting.

## CURRENT STATUS

GeoSurfaces proposal is \$375,000 and Musco Lightings proposal is \$535,000. GeoSurfaces lighting has been installed at numerous locations across the State through their distributor Torrence Sports Lighting, Inc. References have been verified by staff.

## RECOMMENDATION

Staff recommends that the Board of Education (BOE) approve forwarding the contract in the amount of \$375,000 for GeoSurfaces Southeast, Inc. to the county for review and approval.



Action of the Board of Education

Approved: ☒  
Consent Agenda: ☐  
Denied: ☐  
Deferred: ☐  
Until: \_\_\_\_\_

Attest: Clerk to the Board

Jori Bullard 5/19/2020  
Signature



# E-589CI Affidavit of Capital Improvement

Form E-589CI, Affidavit of Capital Improvement, is generally required to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- This affidavit may not be used to purchase building materials, other tangible personal property, or digital property to fulfill a real property contract exempt from sales and use tax.
- A person who willfully attempts, or a person who aids or abets a person to attempt in any manner, to evade or defeat a tax imposed by the Sales and Use Tax Laws, or the payment thereof, shall be guilty of a Class H felony. If there is a deficiency or delinquency in payment of any tax due to fraud with intent to evade the tax, there shall be assessed a penalty equal to 50% of the total deficiency.

## Section I. Single Use (Complete this section to issue the affidavit for a single capital improvement.)

<p><b>(A) Owner, Tenant, or Real Property Contractor</b></p> <p>BRUNSWICK COUNTY BOARD OF EDUCATION</p> <p>Address</p> <p>35 REFERENDUM DR</p> <p>City State Zip Code</p> <p>BOLIVIA NC 28422</p>	<p><b>(B) Real Property Contractor (General Contractor or Subcontractor)</b> <small>Hired to perform capital improvement</small></p> <p>GEOSURFACES</p> <p>Address</p> <p>150 RIVERPARK RD.</p> <p>City State Zip Code</p> <p>MOORESVILLE NC 28117</p>
---	--

Describe capital improvement to be performed:

REMOVE OLD FOOTBALL STADIUM LIGHTING, REPLACE POLES, WIRING, CONDUIT, SWITCHES, AND INSTALL LED LIGHTING.

Project Name

NBHS FOOTBALL STADIUM LIGHTING

Project Address (where the work is to be performed)

114 SCORPION DR.

City

LELAND

State

NC

Zip Code

28451

I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box "B") shall be treated as a real property contract with respect to a capital improvement to real property for sales and use tax purposes.

Signature of Authorized Person:

*Chris Fisher*

Title:

*Fiscal Specialist*

Date:

*5-5-20*

## Section II. Blanket Use (Complete this section execute a blanket affidavit.)

<p><b>(C) Real Property Contractor</b></p> <p>Address</p> <p>City State Zip Code</p>	<p><b>(D) Real Property Contractor or Subcontractor</b> <small>Hired to perform capital improvement</small></p> <p>Address</p> <p>City State Zip Code</p>
--	---

To be completed by the Real Property Contractor identified in Box C.

I certify that I am a Real Property Contractor who performs capital improvements to real property and all transactions with the real property contractor (subcontractor) identified in box "D" shall be treated as real property contracts with respect to capital improvements for real property for sales and use tax purposes.

Signature of Authorized Person:

Title:

Date:

# North Carolina Department of Revenue

**Disclaimer:** *This list is not specific tax advice. The application of sales and use tax may differ based on the facts and circumstances of a particular transaction. This list is not an all-inclusive list and may be updated in the future by the Department.*

Transactions by Category	<u>Capital Improvement</u> Gross Receipts are Exempt from Sales and Use Tax Provided the Substantiation Requirements are Met	<u>Repair, Maintenance, and Installation Services</u> Sales Price or Gross Receipts are Taxable Unless Exemption Applies to the Gross Sales Price or Gross Receipts
<b>Doors (Cont'd)</b>		
Repair, maintain, install, or replace: doors, door frames, casings, closers, door knobs, glass panes, handles, head jams, hinges, jambs, locks, latches, locksets, panels, saddles, screens, stiles, stops, thresholds, top rails, weather stripping		Taxable
Lubricate, adjust, tighten, etc.		Taxable
<b>Drainage</b>		
Installation or replacement of culvert (ditch, driveway, etc.)	X	
French drain	X	
Storm drainage system	X	
Hydro jetting drains		Taxable
<b>Driveways, Parking Lots, Roads, and Sidewalks</b>		
Installation or complete replacement of roads, driveways, parking lots, and sidewalks (asphalt, concrete, crushed stone, paver, etc.)	X	
Services on roads (including resurfacing, patching holes, repairing guardrails), driveways, parking lots, and sidewalks, including power washing		Exempt
Parking lot islands landscaping	X	
Re-striping (line painting) parking lots and other road surfaces		Exempt
Installation or replacement of guardrails	X	
<b>Electrical</b>		
"Initial installation" of wiring or complete rewiring of real property	X	
Install and replace light bulbs in or on real property		Taxable
Replacement of existing lighting system with LED fixtures (where new wiring must be pulled and a permit obtained under the NC State Building Code is required)	X	
Replacement of existing lighting fixtures with LED fixtures only (no matter a permit is obtained under the NC State Building Code) provided new wiring is not pulled and installed for the lighting system		Taxable
Repair, maintain, install telephone wiring, speaker wire, computer cable, or coaxial cable, but does not include installation of underground utilities		Taxable



# North Carolina Department of Revenue

**Disclaimer:** *This list is not specific tax advice. The application of sales and use tax may differ based on the facts and circumstances of a particular transaction. This list is not an all-inclusive list and may be updated in the future by the Department.*

Transactions by Category	<b>Capital Improvement</b> Gross Receipts are Exempt from Sales and Use Tax Provided the Substantiation Requirements are Met	<b>Repair, Maintenance, and Installation Services</b> Sales Price or Gross Receipts are Taxable Unless Exemption Applies to the Gross Sales Price or Gross Receipts
<b>Electrical (Cont'd)</b>		
Existing real property: Repair, maintain, install, or replace electrical components, circuit breakers, outlets, receptacles, switches, fluorescent fixture parts (ballasts, starters, tubes), fuses, light bulbs, floor outlets, fluorescent fixtures, lighting fixtures, street light bulbs, metal raceways, multi-outlet strips, wall boxes, wall fixtures		Taxable
The addition, replacement, or change in the design of electrical wiring where a permit is required under the NC State Building Code	X	
"Initial installation" of landscape lights, lamp posts, etc.	X	
Repair, maintain, install, or replace landscape lights, lamp posts, etc.		Taxable
Generator (whole residence, commercial backup) – "initial installation," install, or replace	X	
Generator – repair, maintenance		Taxable
<b>Exterior</b>		
"Initial installation" or complete replacement of entire existing siding	X	
New construction or reconstruction of: porches, decks, garages, homes, pole barns	X	
Water wells – Deepen existing wells or drill/bore new wells	X	
Excavation, site preparation, debris removal, land clearing, and grading	X	
"Initial installation" of awnings, gutter and downspout systems, louvers, and shutters	X	
Repair, maintain, install, or replace gutter and downspout systems or component parts for existing real property		Taxable
Installation of canvas awnings to existing real property		Taxable
Repair, replacement, or maintenance of: canvas awnings; fence pickets, posts, rails, or sections; flashings; gates; shingles (partial); siding (partial); patios; roof decks; or water well pumps		Taxable
<b>Floors and Flooring</b>		
"Initial installation" of floorings such as carpet, carpet padding, linoleum, vinyl tile, ceramic tile, wood, terrazzo, marble, concrete, raised, and other similar floors	X	

## **OWNER-CONTRACTOR AGREEMENT**

THIS AGREEMENT is made this 28th day of April, 2020 by and between the County of Brunswick North Carolina by and through its authorized agent Brunswick County Board of Education (herein referred to as the Owner), whose mailing address is 35 Referendum Dr., Bolivia, NC 28422 and GeoSurfaces Southeast, Inc. (herein referred to as the Contractor), whose mailing address is 150 Riverpark Rd, Mooresville, North Carolina 28117. Correspondence, submittals, and notices relating to or required under this Agreement shall be sent in writing to the above addresses unless either party is notified in writing by the other of a change in address.

### **WITNESSETH:**

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with LED lighting for the football fields at North Brunswick High School

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

1. **Scope of Services.** The Contractor shall perform the Work in accordance with the terms of this Agreement, any plans and specifications prepared for this Project, and the description of services attached to this Agreement as Exhibit A, all of which are incorporated into and made a part of this Agreement. The Contractor agrees that any general terms and conditions that are attached to Exhibit A that are inconsistent with this Agreement shall not be applicable to this Agreement, and any such provisions shall be deemed null and void.
  - a. The Contractor shall provide and pay for all materials, tools, equipment, and labor, and shall perform all other acts and supply all other services and things necessary to fully and properly perform and complete the Work as required by this Agreement.
  - b. The Contractor shall perform the Work in compliance with all governmental laws and regulations, including all applicable local, state and federal rules and regulations.
  - c. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities, and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the Agreement documents.

- d. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
  - e. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.
  - f. The Contractor shall designate a foreman/superintendent who shall direct the work.
  - g. If at any time during the construction and completion of the work covered by this Agreement, the conduct of any workman be adjudged a nuisance to the Owner or considered detrimental to the work, the Contractor shall order such parties removed immediately from the Owner's property.
  - h. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner.
  - i. Temporary electricity and water shall be arranged by the Contractor at the Contractor's expense.
2. Compensation. Provided that the Contractor shall strictly and completely perform all of its obligations under this Agreement, the Owner shall pay the Contractor the amount of three hundred seventy-five thousand dollars (\$375,000.00) herein referred to as the Contract Sum). No compensation shall be paid for any additional work that is not approved in advance by the Owner. One progress payment, if any, may be made by the Owner to the Contractor only after certification that the Work is complete and will be based upon the completion of the identified interim work agreed to by the Owner. Under no circumstances will the Owner make more than one interim payment. The Owner will retain five percent (5%) of the amount of any progress payment and/or the Contract Sum until all of the Work is finally completed and accepted, whether or not the Owner has occupied any or all of the Project before such time. Final payment will be withheld until

the Contractor's North Carolina sales and use tax report is received. The report shall accurately list any and all sales and use tax paid on materials for the entire Project.

3. Time. The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed, the date of this Agreement, or such other date as may be established by the Owner. Time is of the essence. The Contractor shall perform work in a timely manner.
4. Codes, Permits and Inspections.
  - a. The Contractor shall obtain the required permits, give all notice and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this Agreement. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the architect or engineer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.
  - b. All work under this Agreement shall conform to the North Carolina State Building Codes and other state and national codes as are applicable.
5. Safety Requirements.
  - a. The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner, architect or engineer. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.
  - b. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 Construction and Part 1910 General Industry).
  - c. The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
6. Warranties. The Contractor guarantees and warrants to the Owner all Work as follows: that all materials and equipment furnished under this Agreement will be new and the best of its respective kind unless otherwise specified; that all Work will be of good quality in accordance with the industry standards for reputable contractors; that the Work will be free



of omissions and faulty, poor quality, imperfect and defective material or workmanship; that the Work, including but not limited to, mechanical and electrical machines, devices and equipment, shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care; that the products or materials incorporated in the Work will not contain asbestos; and that all agents or employees of Contractor who will provide services under this Agreement will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided; and that the person(s) executing this Agreement on behalf of Contractor have authority to do so as an official, binding act of Contractor.

If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, any of the Work is found to be defective, not in accordance with this Agreement, or not in accordance with the guarantees and warranties specified in this Agreement, the Contractor shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. For items which remain incomplete or uncorrected on the date of Substantial Completion, the one year warranty shall begin on the date of Final Completion of the Work.

7. Contractor-Subcontractor Relationships. The Contractor agrees that the terms of these Agreement documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an agent of the Contractor.
8. Hold Harmless. The Contractor shall indemnify and hold the Owner harmless from and against any and all losses, liabilities, claims, lawsuits, judgments, and demands whatsoever, including costs of investigation (including reimbursement of reasonable legal fees and all costs) caused solely by any negligent act or omission or intentional wrongdoing of the Contractor or its agents, employees or subcontractors, or caused solely by the maintenance, presence, use, location or removal of any equipment or other property owned or operated by the Contractor or its agents, employees or subcontractors. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2. The Owner shall not be responsible for any damage to the Contractor's property, business, agents or employees, unless said damage is due solely to the negligence of Owner.
9. Insurance. The Contractor shall obtain and maintain in effect during the term of this Agreement, general liability and automobile liability insurance in which the Owner and the Contractor shall each be named as insured parties, which insurance shall protect the Owner and the Contractor from claims in an amount not less than \$1,000,000 for personal injury, including death, to any one person and in an amount not less than \$1,000,000 for any one occurrence, and from claims for property damages in an amount of not less than \$1,000,000 for each occurrence arising from any act or omission of Contractor, its agents, employees or subcontractors. The Contractor shall obtain and maintain in effect during the term of this Agreement, a policy of workers compensation liability insurance in which the policy shall protect the Owner and the Contractor from claims in an amount not less than the

statutory amount.

The Contractor shall promptly furnish to the Owner certificates of insurance evidencing such insurance coverage. Insurance required hereunder shall be maintained by insurance companies properly licensed by the Insurance Department of the State of North Carolina and rated A or better by Best Insurance Guide.

10. Termination for Convenience. The Board may terminate this Agreement at any time in its complete discretion upon twenty (20) days written notice. In the event of a termination for convenience, all finished or unfinished work and materials pursuant to this Agreement shall be turned over to the Board and become its property. If the Agreement is terminated by the Board in accordance with this section, the Board shall only be responsible for paying Contractor for all Work performed and accepted and all materials delivered to the site as of the date of termination.
11. Termination by the Owner for Cause. The Owner may terminate the Agreement upon five (5) days written notice if the Board is dissatisfied with the quality or timeliness of the Work performed. If the Owner becomes dissatisfied with the Work, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor five days' written notice, terminate employment of the Contractor and may:
  1. Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
  2. Accept assignment of any subcontracts; and
  3. Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

If the Owner terminates the whole or any part of the Work, the Owner may procure, upon such terms and in such manner as the Owner may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Owner for any excess costs for such similar supplies or services. The Contractor shall continue the performance of the Agreement to the extent not terminated hereunder.

When the Owner terminates the Agreement, the Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's and legal services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect and this obligation for payment shall survive this Agreement.

12. Lunsford Act/Criminal Background Checks. The Contractor shall conduct or arrange to have conducted at its own expense sexual offender registry checks on each of its owners, employees, agents, or subcontractors (“contractual personnel”) who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For the Contractor’s convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at [http:// www. nsopw.gov/](http://www.nsopw.gov/). The Contractor shall provide certification that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods (Registry Check Certification Form – Exhibit B). The Contractor shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Contractor agrees to conduct the registry checks and provide a supplemental certification before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Contractor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Contractor shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Contractor agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Contractor specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system’s sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the Owner may conduct additional criminal records checks at the Owner’s expense. If the school system exercises this right to conduct additional criminal records checks, Contractor agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Contractor further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. The Owner reserves the right to prohibit any contractual personnel of Contractor from delivering goods or providing services under this Agreement if the Owner determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

13. Governing Law. This Agreement and the relationship of the parties shall be governed by the laws of the state of North Carolina.
14. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.
15. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Agreement or the application of the same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.
16. Compliance with Applicable Laws. Contractor shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, Contractor shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Agreement. Contractor is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
17. Restricted Companies List. Contractor represents that as of the date of this Agreement, Contractor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Contractor also represents that as of the date of this Agreement, Contractor is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
18. Anti-Nepotism. Contractor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its

employees who will directly provide services under this Agreement are immediate family members of any member of the Brunswick County Board of Education or of any principal or central office staff administrator employed by the Board. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Contractor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, Contractor shall immediately disclose the family relationship in writing to the Superintendent of the Schools. Unless formally waived by the Board, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Owner without further financial liability to Contractor.

19. Applicable School Board of Education Policies. Contractor acknowledges that the Brunswick County Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property. The Contractor acknowledges that Board's policies are available on the School System's website.

20. Exhibits.

Exhibit A: Scope of Services

Exhibit B: Sexual Registry Check Certification Form

IN WITNESS WHEREOF, the County Of Brunswick, North Carolina (hereinbefore called the "Owner") has caused these presents to be signed and its corporate seal to be hereunto affixed, attested by its Chairperson and Secretary, and GeoSurfaces Southeast, Inc (hereinbefore called "Contractor") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

**COUNTY OF BRUNSWICK, NORTH CAROLINA**

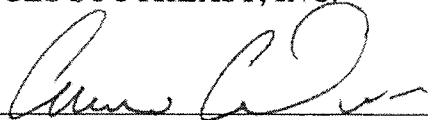
\_\_\_\_\_  
Chair – Board of Commissioners

Attest:

\_\_\_\_\_(Seal)  
Clerk to the Board of Commissioners


This contract was approved by the Board on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**GEOSURFACES SOUTHEAST, INC.**

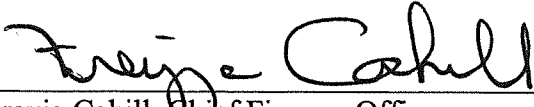
By: 

Charles C. Dawson, CEO (Print Name), President or Vice-President

ATTEST:

  
Corporate Secretary

[Corporate Seal]

This Instrument Has Been Pre-audited In The Manner Required By The School Budget And Fiscal Control Act	This Instrument Has Been Pre-audited In The Manner Required By The Local Government Budget And Fiscal Control Act
	
Freyja Cahill, Chief Finance Officer Brunswick County Board of Education	Julie A. Miller, Director Of Fiscal Operations, Brunswick County, North Carolina

**Account code:** 4.9038.696.532.326.52309 - \$375,000.00

## Exhibit B

### Sexual Offender Registry Check Certification Form

Check the appropriate box to indicate the type of check:

- ☒ Initial
- ☐ Supplemental
- ☐ Annual

I, Charles C. Dawson (insert name), CEO (insert title) of GeoSurfaces Southeast, Inc. (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors ) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

#### Contractual Personnel Names

1. Dustin Boudreau
2. Bill Smith
3. Rollie Madison
4. Mike Torrence
5. \_\_\_\_\_

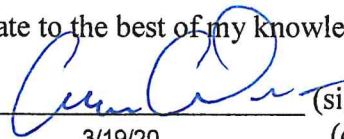
(attach additional page(s) if needed)

#### Job Title

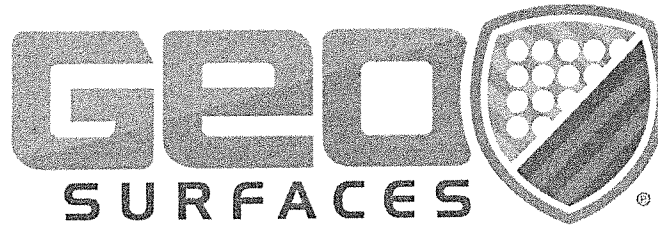
- GeoSurfaces Project Manager
- President
- Manufacturer's Inspector
- Superintendent
- \_\_\_\_\_

I attest that the forgoing information is true and accurate to the best of my knowledge.

Charles C. Dawson (print name)  
CEO (title)

 (signature)  
3/19/20 (date)





*GeoSurfaces Southeast, Inc.*

April 28, 2020

TIPS Contract # 18120601

To: Brunswick County Schools

Mr. Craig Eckert, Director for Capital Projects and Planning

Ms. Cherie Suther, Fiscal Specialist-Capital Projects

Mr. David Barbour, Project Manager

35 Referendum Drive

Bolivia, North Carolina 28422

**Project Name: Brunswick County Schools Three Football Fields Sports Lighting Proposal for South Brunswick HS Football Field, North Brunswick HS Football Field, and West Brunswick HS Football Field.**

Dear Mr. Eckert:

GeoSurfaces Southeast, Inc. will provide all materials & equipment to install a sports lighting system to meet and exceed North Carolina High School Athletic Association lighting standards for 50 foot-candles light level performance at West Brunswick High School Football Field, South Brunswick High School Football Field, and North Brunswick High School Football Field. The photometric designs including pole placement criteria are included with this proposal.

#### **South Brunswick High School Football Field :**

The Proposal includes four 70' Mounting Height and 80' Overall Length full length direct burial steel poles with 64 GeoSport Elite 1000w LED Fixtures Visored, pre-wired, pre-aimed with wiring harnesses, remote fuse distribution with disconnects on each pole. Sports Lighting Steel Poles are rated for 150 MPH and Stamped Pole Foundation drawings are included.

Proposal includes 25-year maintenance free warranty.

Installation includes the unloading and full assembly and erection of four new concrete poles with steel cross arms and LED fixtures, 200 AMP 277/480V 3 PH MB service panel. We have included wireless remote control lighting included lighting contactor cabinet including 25 years for service for 24/7 support for wireless controls. Directional Boring around the outside of the football field and installation

of Schedule 40 PVC with copper wire to each pole, Demolition and disposal of poles included. Any existing poles that are currently inside of a concrete pad the hole will be filled back to grade. The concrete pads to remain. Sports Lighting system is UL Listed and DLC Listed. . Brunswick County Schools to provide us a Soil Boring Log Geo Tech Report so we can provide NC Stamped Pole Foundations. Sales Tax on Material is Included.

**TOTAL COST for the football field including all labor, equipment & material: \$352,250.00**

**Electrical Drawings/Pole Stamped Drawings: \$4,000.00**

**Remaining Balance.....\$348,250.00**

**North Brunswick High School Football:**

The Proposal includes four 70’ Mounting Height and 80’ Overall Length full length direct burial steel poles with 64 GeoSport Elite 1000w LED Fixtures Visored, pre-wired, pre-aimed with wiring harnesses, remote fuse distribution with disconnects on each pole. Sports Lighting Poles are rated for 140 MPH and Stamped Pole Foundation drawings are included.

Proposal includes 25-year maintenance free warranty.

Installation includes the unloading and full assembly and erection of four new direct burial steel poles with steel cross arms and LED fixtures. 200 AMP 277/480V 3 PH MB service panel. We have included wireless remote control lighting included lighting contactor cabinet including 25 years for service for 24/7 support for wireless controls. Directional Boring around the outside of the football field and installation of Schedule 40 PVC with copper wire to each pole, Demolition and disposal of poles included. The crane and other equipment to mobilize on the existing track if needed to take down existing poles and install new poles. This field is to be done prior to the track be re-constructed in a separate scope of work provided by a different contractor. Any existing poles that are currently inside of a concrete pad the hole will be filled back to grade. The concrete pads to remain. Sports Lighting system is UL Listed and DLC Listed. Please note that our sports lighting electrical contractor has a light duty lift that can service Home Side Poles P1 and P2 so pole steps, safety cable, and maintenance platforms are not necessary. Brunswick County Schools to provide us a Soil Boring Log Geo Tech Report so we can provide NC Stamped Pole Foundations. Sales Tax on Material is Included.

**TOTAL COST for the football field including all labor, equipment & materials.....\$375,000.00**

**West Brunswick High School Football:**

The Proposal includes four 70' Mounting Height and 80' Overall Length full length direct burial steel poles with 65 GeoSport Elite 1000w LED Fixtures Visored, pre-wired, pre-aimed with wiring harnesses, remote fuse distribution with disconnects on each pole. Sports Lighting Poles are rated for 150 MPH and Stamped Pole Foundation drawings are included.

Proposal includes 25-year maintenance free warranty.

Installation includes the unloading and full assembly and erection of four new steel poles with steel cross arms and LED fixtures. 200 AMP 277/480V 3-PH MB service panel. We have included wireless remote control lighting included lighting contactor cabinet including 25 years for service for 24/7 support for wireless controls. Directional Boring around the outside of the football field and installation of Schedule 40 PVC with copper wire to each pole, Demolition and disposal of poles included. Any existing poles that are currently inside of a concrete pad the hole will be filled back to grade. The concrete pads to remain. Sports Lighting system is UL Listed and DLC Listed. Sales Tax on Material is Included. We have included one additional fixture on the backside of Pole F4 that is to shine into the Booster Club Gathering Area. Brunswick County Schools to provide us a Soil Boring Log Geo Tech Report so we can provide NC Stamped Pole Foundations.

**TOTAL COST for the football field including all labor, equipment & materials.....\$367,500.00**

**Electrical Drawings/Pole Stamped Drawings: \$4,000.00**

**Remaining Balance.....\$363,500.00**

**Exclusions:**

- 1. North Carolina Sales Tax on Material Only Included with the Bid proposal.
- 2. Fields must be ready for installation at time of shipment or other charges will be applied for unloading. Direct Burial Steel Poles will be backfilled with concrete. Price includes electrical permit.
- 3. Assumes full site access. Excludes re-sodding/seeding, fence removal/replacement and concrete repair.
- 4. Assume typical soils. Rock, water, bottomless, casings or other abnormalities will require a change order.
- 5. Stamped foundations designs will be based on owner provided Geotechnical report.
- 6. 25 year factory warranty included. Owner must provide full access to all pole locations

for bucket truck/lift access.

**Acceptance of Offer to Sell:** This offer to sell (Proposal and all attachments) is valid for acceptance by Purchaser by the execution of the Acceptance of Proposal below and return of an original to GeoSurfaces Southeast, Inc. If the Acceptance of Proposal is not received by GeoSurfaces Southeast, Inc. on or before the Proposal expiration date, this offer to sell shall be deemed automatically cancelled and withdrawn.

Proposal tendered this 28<sup>th</sup> day of April 2020.

Proposal expires the 28<sup>th</sup> day of May 2020.

For: **GeoSurfaces Southeast, Inc.**

By:  \_\_\_\_\_

### ACCEPTANCE OF PROPOSAL

By your signature below and the return of an originally executed Acceptance of Proposal within the time specified for acceptance of GeoSurfaces Southeast, Inc. offer to sell, you accept the terms and conditions contained in the Proposal and attached designs.

PURCHASER:

\_\_\_\_\_

By: \_\_\_\_\_  
(Name and Title)

Date: \_\_\_\_\_

Federal Tax ID

# \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Aon Risk Services South, Inc.  
Atlanta GA Office  
3550 Lenox Road NE  
Suite 1700  
Atlanta GA 30326 USA

CONTACT NAME:  
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED  
GeoSurfaces Southeast, Inc.  
7080 St. Gabriel Avenue  
St. Gabriel LA 70776 USA

INSURER A: HDI Global Insurance Company

41343

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 570080886082

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLD1235507	01/01/2020	01/01/2021	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			CUXD5596701	01/01/2020	01/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

County of Brunswick, NC  
and Brunswick Board of Education  
35 Referendum Dr.  
Bolivia NC 28422 USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services South Inc.*

Holder Identifier :

570080886082

Certificate No :



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**June 1, 2020**

**From:**  
Julie A. Miller

**Action Item # V. - 2.**  
Administration - Cape Fear Regional Jetport - NCDOT Grant  
Advance for Airport Hanger

**Issue/Action Requested:**

Request that the Board of Commissioners approve the advancement of grant funding approved, local match and the associated budget amendment for the Cape Fear Regional Jetport New Corporate Hangar Project.

**Background/Purpose of Request:**

The County has received a letter from the Cape Fear Regional Jetport requesting an advancement of funding in the amount of \$350,000 for a state grant currently in awarded under NC House Bill 966 and approved in the 2019 Session. The funding is currently in process with NC Department of Transportation with no exact dates of funding availability. The funding will be needed in July based on the Contractor's current project schedule.

Reimbursement of the advanced funds minus the 10% local match of \$35,000 will be made as soon as NCDOT releases the grant funding. There is also the possibility that other funding may become available from grant closures and 2020 GA Entitlement Funding that could be used for partial reimbursement prior to the release of the \$350,000 grant with NCDOT.

**Fiscal Impact:**

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

Budget amendment and the associated capital project ordinance appropriates and transfer fund balance of \$350,000 for the advanced funding of grant award.

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the advancement of grant funding approved, local match and the associated budget amendment for the Cape Fear Regional Jetport New Corporate Hangar Project.

**ATTACHMENTS:**

Description

- ❑ 20200601 Attach Airport Advance Request
- ❑ 20200601 Budget Amendment Airport Advance GF
- ❑ 20200601 Budget Amendment Airport Advance
- ❑ 20200601 CPO Airport Grants

# ***Brunswick County Airport Commission***

4015 AIRPORT ROAD  
OAK ISLAND, NORTH CAROLINA 28461  
(910) 457-6483

May 20, 2020

Randell Woodruff, County Manager  
Brunswick County  
30 Government Center Drive  
David R. Sandifer Building, 3<sup>rd</sup> Floor  
Bolivia, NC 28422

Re: Cape Fear Regional Jetport  
New Corporate Hangar (TBI Project No. 2102-1903)  
House Bill 966 (Ratified) FY20 Funding Allocation

Dear Mr. Woodruff,

The Cape Fear Regional Jetport was awarded General Airport Funding totaling \$350,000 in FY 2019-2020 under the North Carolina House Bill 966 (Ratified) that was approved in the 2019 Session (see attached).

The State is currently processing the grant and are unable to provide us with an exact date the funds will be issued. We anticipate this funding will be needed sometime in July based on the Contractor's current project schedule. We are requesting County funds to be used initially and then the County can be reimbursed once grant funds become available.

Please let us know if you have any questions or require any further information from us.

Sincerely,

A handwritten signature in black ink, appearing to read "Howie Franklin", with a stylized flourish at the end.

Howie Franklin, Airport Director

CC: Talbert & Bright, Inc.

GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2019

HOUSE BILL 966  
RATIFIED BILL

AN ACT TO MAKE BASE BUDGET APPROPRIATIONS FOR CURRENT OPERATIONS  
OF STATE AGENCIES, DEPARTMENTS, AND INSTITUTIONS.

The General Assembly of North Carolina enacts:

PART I. TITLE AND INTRODUCTION

TITLE OF ACT

SECTION 1.1. This act shall be known as the "Current Operations Appropriations Act of 2019."

INTRODUCTION

SECTION 1.2. The appropriations made in this act are for maximum amounts necessary to provide the services and accomplish the purposes described in the budget in accordance with the State Budget Act. Savings shall be effected where the total amounts appropriated are not required to perform these services and accomplish these purposes, and the savings shall revert to the appropriate fund at the end of each fiscal year, except as otherwise provided by law.

PART II. CURRENT OPERATIONS AND EXPANSION/GENERAL FUND

GENERAL FUND APPROPRIATIONS

SECTION 2.1.(a) Appropriations from the General Fund for the budgets of the State departments, institutions, and agencies, and for other purposes as enumerated, are made for each year of the 2019-2021 fiscal biennium, according to the following schedule:

Current Operations – General Fund	FY 2019-2020	FY 2020-2021
<b>EDUCATION</b>		
Community College System		
Requirements	1,607,034,198	1,640,309,029
Less: Receipts	380,447,392	380,212,392
Net Appropriation	1,226,586,806	1,260,096,637
Public Instruction		
Requirements	12,127,985,122	12,407,998,762
Less: Receipts	2,270,466,432	2,230,466,432
Net Appropriation	9,857,518,690	10,177,532,330
University of North Carolina		
NC A&T University		
Requirements	188,744,165	188,744,165





Department if the funds are in the possession or control of the airport and not expended or encumbered by August 31 of the year following the fiscal year in which the Department makes the allocation. All funds returned to the Department under this section, or retained by the Department for failure of an eligible airport to submit a report under this subsection, shall be credited to the fund from which they were appropriated and shall remain unexpended and unencumbered until appropriated by the General Assembly.

(e) Limitation. – Notwithstanding any provision of law to the contrary, the allocation of funds under this section to eligible airports, the enactment of this section, and the issuance of bonds or notes by the airports in reliance thereon shall not in any manner constitute a pledge of the full faith and credit and taxing power of the State. Additionally, allocations under this section are subject to the availability of funds appropriated to the Airport Improvement Program. A security interest shall not be granted in funds allocated under this section."

SECTION 40.5.(b) Section 34.19(b) of S.L. 2017-57 is repealed.

#### GENERAL AIRPORT FUNDING

SECTION 40.5A.(a) General Airport Allocations. – Of the funds appropriated in this act to the Department of Transportation for General Airport Improvements, the following sums in nonrecurring funds shall be allocated as follows:

General Airport	2019-2020	2020-2021
Johnston Regional Airport	\$2,650,000	\$2,500,000
Lee County Executive Airport	\$1,500,000	\$0
Laurinburg-Maxton Airport	\$4,000,000	\$4,000,000
Statesville Regional Airport	\$250,000	\$0
Cape Fear Regional Jetport	\$350,000	\$150,000
Gastonia Municipal Airport	\$250,000	\$250,000
Rockingham County NC Shiloh Airport	\$500,000	\$0

SECTION 40.5A.(b) Permissible Uses, Reporting, and Return of Funds. – Each airport receiving funds under this section may use the funds allocated to it under this section to (i) fund improvements to the airport and (ii) pay debt service or related financing costs and expenses on revenue bonds or notes issued by the airport. The Department of Transportation shall not allocate funds to an airport under this section until that airport has provided a report outlining how the airport will use the funds in conformance with the purposes of the program. No later than 45 days from the date the Department receives the report required under this subsection, the Department shall make a determination whether the intended use of the funds matches the purposes of the program and, if so, allocate funds under this section to the compliant airport. An airport that receives funds under this section shall return the funds to the Department if the funds are in the possession or control of the airport and not expended or encumbered by August 31 of the year following the fiscal year in which the Department makes the allocation. All funds returned to the Department under this section, or retained by the Department for failure of an airport to submit a report under this subsection, shall be credited to the fund from which they were appropriated and shall remain unexpended and unencumbered until appropriated by the General Assembly.

SECTION 40.5A.(c) Limitation. – Notwithstanding any provision of law to the contrary, the allocation of funds under this section, the enactment of this section, and the issuance of bonds or notes by the airports in reliance thereon shall not in any manner constitute a pledge of the full faith and credit and taxing power of the State. A security interest shall not be granted in funds allocated under this section.

SECTION 40.5A.(d) Report. – The Department of Transportation shall provide a report on the use or uses by each airport of funds allocated to the airport under this section. The Department shall submit the report required under this subsection each year of the 2019-2021

Request Info	
Type	Budget Amendment
Description	Airport Advance Funding GF
Justification	Board Meeting 06/01/2020-Appropriate fund balance of \$350,000 for transfer to the airports grant project to advance fund General Airport Funding from the state under NC House Bill 966 without an exact date of availability. The County will be reimbursed for this funding when the State makes the grant funds available.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	350000	Increase	Credit
109800	498043	Interfund Trans General Fund	Trans To County Cap Project	350000	Increase	Debit

Total	
Grand Total:	700000

Request Info	
Type	Budget Amendment
Description	Airport Advance Funding
Justification	Board Meeting 06/01/2020-Appropriate fund balance of \$350,000 for transfer to the airports grant project to advance fund General Airport Funding from the state under NC House Bill 966 without an exact date of availability. The County will be reimbursed for this funding when the State makes the grant funds available.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438157	398110	Airport Grants	Trans Frm General Fund	350000	Increase	Credit
438157	449900	Airport Grants	Miscellaneous Expense	350000	Increase	Debit

Total	
Grand Total:	700000

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

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

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

**Airport Grant Project Fund:**

**Revenues:**

36237.45.13.2	3,031,885
36237.45.14.1	449,252
36237.45.15.2	899,841
36237.45.16.1	21,508
36244.58.4.1	62,000
36237.45.10.2	513,265
36237.45.10.3	409,235
36237.45.10.1	150,000
36244.58.5.1	2,853,811
36237.45.11.1	288,401
36244.58.6.1	2,814,516
36237.45.10.4	172,359
36237.45.13.1	229,592
36244.58.7.1	85,000
36237.45.15.1	201,656
46333.1.1	111,000
46333.2.1	251,281
36244.58.8.3	974,637
36244.58.10.1	1,276,182
36244.58.10.2	2,000,000
36244.58.10.3	1,168,447
36244.58.10.4	277,446
36244.58.9.1	1,105,950
36244.58.11.1	309,454
36244.58.11.2	1,492,259
36244.58.8.2	225,000
36244.58.12.1	297,810
36237.45.17.1	127,892
36237.45.18.1	403,713
46333.3.1	206,000
Transfer from General Fund	1,200,687
<b>Total Airport Grant Capital Project Fund Revenues</b>	<b>\$ 23,610,079</b>

**Expenditures:**

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

36244.58.8.3	1,054,737
36244.58.10.1	1,345,248
36244.58.10.2	2,000,000
36244.58.9.1	1,326,412
36244.58.10.3	1,298,277
36244.58.10.4	308,273
36244.58.11.1	312,816
36244.58.8.2	250,000
36244.58.11.2	1,658,068
36244.58.12.1	330,901
36237.45.17.1	142,103
36237.45.18.1	448,570
46333.3.1	206,000
Miscellaneous Expense	360,583
Land	-
<b>Total Airport Grant Capital Project Fund Expenditures</b>	<b>23,610,079</b>

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

Current Funds Appropriated	\$	1,200,687
----------------------------	----	-----------

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

Contribution to Capital Project Fund	\$	1,200,687
--------------------------------------	----	-----------

Section 4. This Capital Project Ordinance shall be entered into the minutes of the June 1, 2020 meeting of the Brunswick County Board of Commissioners.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**June 1, 2020**

**From:**  
Eileen L. Gardner, Risk Manager

**Action Item # V. - 3.**  
Administration - Property and Liability Insurance Renewal FY 20-21

**Issue/Action Requested:**

Request that the Board of Commissioners approve the renewal proposal for Liability and Property Insurance for FY 2020-2021 with the North Carolina Association of County Commissioners' Risk Management Pool (NCACC).

**Background/Purpose of Request:**

The NCACC has provided a renewal quote for property and liability insurance coverage for FY 2020-2021. Based on the underwriter's review of the County's exposures (population, property values, fleet size, law enforcement activity and budget), the premium contribution is \$1,685,264.00. This reflects an approximate 7% increase over last years' premium contribution of \$1,574,201.

**Fiscal Impact:**

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations  
Funding available upon approval of the FY 2020-2021 budget.

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the renewal proposal for Property and Liability insurance coverage for FY 2020-21 with the NCACC Risk Management Pool.

**ATTACHMENTS:**

Description

- Property Liability Insurance Agreement 2020-2021



## NCACC Risk Management Pools Liability and Property

<b>County: BRUNSWICK COUNTY</b>					
<b>RENEWAL ESTIMATE</b>		<b>JULY 1, 2020 TO JULY 1, 2021</b>		<b>Date of Quote 5/19/2020</b>	
Coverage	Contract Limit	Deductible	Renewal Exposure		Contribution
Property	Insured Values	\$1,000	Total Property Values	\$338,966,891	1,040,981
Named Storm		2%			
		\$1,000	Total Inland Marine Values	\$15,601,667	49,941
Flood, NFIP		\$500,000			
Flood/Earthquake		\$25,000	Total		\$1,090,922
General Liability	\$2,000,000	\$0	Population	135,464	40,548
			Number of EMTs	0	0
			Total		\$40,548
Automobile Liability	\$2,000,000	\$0	Total # of Vehicles (Liability)	954	277,308
Excess Auto Liability					0
Physical Damage	Actual Cash Value	\$1,000	Total # of Vehicles (PD)	357	54,246
Replacement Cost	\$0		Value of Selected Veh.	\$0	\$0
			Total		\$331,554
Crime	\$250,000	\$1,000	Money on Premises	1	\$968
			Great than \$250,000	0	\$0
			Total		\$968
Public Officials Liability	\$2,000,000	\$5,000	Population	135,464	47,409
			Total		\$47,409
Law Enforcement Liability	\$2,000,000	\$5,000	Class A Employees	157	98,653
			Class B Employees	61	21,349
			Class C Employees	148	17,658
			Total		\$137,660
Employment Practices Liability	\$2,000,000	\$5,000	Population	135,464	36,203
			Total		\$36,203
Employee Benefits Liability	\$2,000,000	\$5,000			
			Total		included
Environmental Impairment Liability	\$250,000 aggregate	\$0			
			Total		included
Cyber Liability	\$1,000,000	\$5,000	Population	Total	included
<b>Annual Estimated Contribution</b>					<b>\$1,685,264</b>

*Please return this document with your signed proposal.*

## 2020 PROPERTY SUBLIMITS

---

\$5,000,000	ACCOUNTS RECEIVABLE
\$4,000,000	AUTOMATIC COVERAGE
\$2,500,000	INCREASED COST OF CONSTRUCTION
\$250,000	COST OF EXTINGUISHING LANDFILL FIRES
\$100,000	CONTINGENT TAX REVENUE INTERRUPTION
\$250,000	CONTINGENT BUSINESS INTERRUPTION/CONTINGENT EXTRA EXPENSE
\$2,500,000	DEBRIS REMOVAL (LESSOR OF 25% OF PROPERTY DAMAGE LOSS OR THE LIMIT SHOWN)
\$500,000	DECONTAMINATION COSTS
\$100,000	DEFERRED PAYMENTS
\$10,000,000	EARTHQUAKE – SUBJECT TO A \$10,000,000 ANNUAL AGGREGATE
\$2,500,000	ELECTRONIC DATA AND MEDIA
\$50,000,000	EQUIPMENT BREAKDOWN, INCLUDING:
	\$500,000
	SERVICE INTERRUPTION \$2,500,000
	BUSINESS INTERRUPTION \$25,000,000
	GROSS EARNINGS AND EXTRA EXPENSE \$1,000,000
	EXPEDITING EXPENSE \$500,000
	HAZARDOUS SUBSTANCE \$1,000,000
	AMMONIA CONTAMINATION \$500,000
	ELECTRONIC DATA & MEDIA \$1,000,000
	CFC REFRIGERANTS \$100,000
	COMPUTER EQUIPMENT \$25,000,000
\$2,500,000	ERRORS AND OMISSIONS
\$250,000	EVACUATION EXPENSE
\$1,000,000	EXPEDITING EXPENSE
\$2,500,000	EXTRA EXPENSE
\$1,000,000	EXTENDED PERIOD OF INDEMNITY (LESSER OF ACTUAL LOSS SUSTAINED FOR 180 CONSECUTIVE DAYS OR LIMIT SHOWN)
\$1,000,000	UNSCHEDULED FINE ARTS - SUBJECT TO A MAXIMUM OF \$250,000 PER ITEM
\$10,000,000	FLOOD - SUBJECT TO A \$10,000,000 ANNUAL AGGREGATE
\$1,000,000	FLOOD – SUBJECT TO A \$1,000,000 ANNUAL AGGREGATE AS RESPECTS LOCATIONS SITUATED WHOLLY OR PARTIALLY WITHIN SPECIAL HAZARD ZONES FOR FLOOD
\$2,500,000	GROSS EARNINGS AND EXTRA EXPENSE COMBINED



\$2,500,000	INTERRUPTION BY CIVIL AUTHORITY
\$100,000	LAW ENFORCEMENT ANIMAL MORTALITY
\$2,500,000	LEASEHOLD INTEREST
\$2,500,000	MISCELLANEOUS UNNAMED PROPERTY
\$250,000	MOBILE MEDICAL EQUIPMENT
\$60,000,000	NAMED STORM – TIER 1 AND TIER 2 ONLY
\$250,000	FIBER OPTICS DISTRIBUTION LINES LOCATED MORE THAN 1,000 FEET FROM A COVERED LOCATION
\$10,000	PERSONAL PROPERTY OF OFFICERS AND EMPLOYEES OF THE PARTICIPANT
\$100,000	PROFESSIONAL FEES
\$2,500,000	PROPERTY IN COURSE OF CONSTRUCTION AND SOFT COSTS - ANY ONE COVERED PROPERTY
\$100,000	LAND AND WASTE CONTAMINANT OR POLLUTANT CLEANUP. REMOVAL AND DISPOSAL - SUBJECT TO A \$500,000 ANNUAL AGGREGATE
\$2,500,000	SERVICE INTERRUPTION - PROPERTY DAMAGE AND TIME ELEMENT COMBINED
\$2,500,000	TRANSIT PROPERTY DAMAGE AND TIME ELEMENT COMBINED - PER CONVEYANCE
\$2,500,000	VALUABLE PAPERS & RECORDS & EDP MEDIA
\$2,500,000	INGRESS/EGRESS
\$100,000	LANDSCAPING, SUBJECT TO \$15,000 ANY ONE SHRUB OR TREE, CAUSED BY OR RESULTING FROM A COVERED PERIL
\$150,000	ANY ONE WATERCRAFT, \$1,500,000 ANY ONE OCCURRENCE FOR WATERCRAFT 27 FEET OR LESS IN LENGTH;
\$15,000	PIERS, DOCKS, PILINGS, BULKHEADS, AND WHARVES: ANY UNSCHEDULED LOCATION; \$100,000 MAXIMUM ANY ONE SCHEDULED LOCATION; \$250,000 ANY ONE OCCURRENCE
\$250,000	UNSCHEDULED TUNNELS, BRIDGES, AND DAMS (EXCLUDING COVERAGE FOR THE PERILS OF EARTHQUAKE, FLOOD AND NAMED STORM)
\$10,000	UNSCHEDULED UNMANNED AIRCRAFT/UNMANNED AIRCRAFT SYSTEM - SUBJECT TO A \$50,000 ANNUAL AGGREGATE
\$100,000	UPGRADE TO GREEN



## NCACC Risk Management Pools Liability and Property

Payment Plan Available: Liability & Property Pool  
County or Entity: **BRUNSWICK COUNTY**

Quoted on: **5/19/2020**

**Annual Payment Plan:**

**\$1,685,264**

**We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. A two percent late payment fee will be assessed on all amounts received after that date.**

I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution:

Accepted by:

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Print Title

\_\_\_\_\_

Date

\_\_\_\_\_

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

Financial Officer:

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

***Please sign and return the accepted proposal by June 15th, 2020.***



## NCACC Risk Management Pools Liability and Property

JULY 1, 2020 TO JULY 1, 2021					Quoted on: 5/19/2020				
Renewal Estimate	County or Entity:		BRUNSWICK COUNTY						
Deductible Adjustment Options	Per Occurrence Deductibles								
Liability & Property Line	\$500	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000	\$75,000	\$100,000
PROPERTY		\$0	\$76,072	\$152,143	\$240,226	\$367,013	\$464,438	\$520,490	\$563,197
INLAND MARINE		\$0	\$1,199	\$2,497	\$4,395	\$8,190	\$12,186	\$15,482	\$17,879
GENERAL LIABILITY	\$1,825	\$2,960	\$4,136	\$5,231	\$6,528	\$8,961	\$11,191	\$12,975	\$14,516
AUTO LIABILITY	\$7,487	\$13,033	\$23,571	\$33,554	\$46,310	\$65,167	\$79,033	\$88,461	\$94,839
AUTO PHYSICAL DAMAGE		#VALUE!	\$7,866	\$14,592	\$20,722	\$25,279	\$27,123	\$28,045	\$28,425
CRIME									
PUBLIC OFFICIALS LIAB.		\$0	\$0	\$0	\$1,849	\$5,499	\$9,292	\$11,710	\$13,227
LAW ENFORCEMENT LIAB.		\$0	\$0	\$0	\$5,369	\$15,969	\$26,981	\$34,002	\$38,407
EMPLOYMENT PRACTICES LIAB.		\$0	\$0	\$0	\$1,014	\$3,222	\$5,575	\$7,023	\$8,218

*Please return this document with your signed proposal.*



## NCACC Risk Management Pools Liability and Property

---

County or Entity: **BRUNSWICK COUNTY**

### INCENTIVE ELIGIBILITY

Multi-Pool Incentives can be earned by participating in both Pools. You are rewarded for your participation in our Workers Compensation and Liability & Property Pools with an incentive.

For questions regarding the Longevity Credit, please contact your underwriter.

Participation In Multiple Pools

**\$38,500**

Longevity Credit

*Percentage of Final Signed Contribution (WC & L&P)*

\_\_\_\_\_

**The contributions are established on the basis that the member remains in both pools. Should the member elect not to renew with both pools then the NCACC Risk Pools reserve the right to adjust the proposal pricing on the basis of single pool membership.**

***Please return this document with your signed proposal.***



## NCACC Risk Management Pools Liability and Property

Please return this form with your confirmation indicating your deductible choices. If we do not receive the completed form, we will process your renewal using the standard deductibles (shown in bold, italics type).

### BRUNSWICK COUNTY

#### LIABILITY AND PROPERTY DEDUCTIBLE OPTIONS

JULY 1, 2020 to JULY 1, 2021

COVERAGE	X	DEDUCTIBLE	COVERAGE	X	DEDUCTIBLE
<b>Property</b>		<b>\$1,000</b>	<b>Inland Marine</b>		<b>\$1,000</b>
		\$2,500			\$2,500
					\$5,000
		\$10,000			\$10,000
		\$25,000			\$25,000
		\$50,000			\$50,000
		\$75,000			\$75,000
		\$100,000			\$100,000
Coastal county members only -- You may select a 2% Wind Deduct.	X	Your proposal includes the standard deductible for wind coverage for all property exposures. To accept a 2% wind deductible for the savings shown in your proposal, check the block at the left.			
<b>Crime</b>		<b>\$1,000</b>	<b>General Liability</b>		<b>\$0</b>
					\$500
					\$1,000
					\$2,500
					\$5,000
					\$10,000
					\$25,000
					\$50,000
<b>Automobile Liability</b>		<b>\$0</b>	<b>Auto Phy. Damage</b>		<b>\$1,000</b>
		\$500			\$2,500
		\$1,000			\$5,000
		\$2,500			\$10,000
		\$5,000			\$25,000
		\$10,000			\$50,000
		\$25,000			\$75,000
		\$50,000			\$100,000
<b>Law Enforcement</b>		<b>\$5,000</b>	<b>Public Officials</b>		<b>\$5,000</b>
		\$10,000			\$10,000
		\$25,000			\$25,000
		\$50,000			\$50,000
		\$75,000			\$75,000
		\$100,000			\$100,000
<b>Employment Practices</b>		<b>\$5,000</b>	<b>Boiler and Machinery Coverage</b>		
		\$10,000	* The deductible for Boiler and Machinery is \$1,000 for Direct Damage and 24 hours for Indirect Damage at the request of the reinsurer. Other options are <b>not available</b> for Boiler & Machinery.		
		\$25,000			
		\$50,000			
		\$75,000			
		\$100,000			

Please return this document with your signed proposal.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**June 1, 2020**

**From:**  
Eileen L. Gardner, Risk Manager

**Action Item # V. - 4.**

Administration - Worker's Compensation Insurance Coverage FY  
2020-2021

**Issue/Action Requested:**

Request that the Board of Commissioners approve the worker's compensation insurance coverage proposal from the North Carolina Association of County Commissioners Risk Management Pools.

**Background/Purpose of Request:**

The County transitioned this fiscal year to a standard pay insurance for worker's compensation coverage. The program has been successful in providing the same level of service as in prior years. The proposed premium is \$ 1,012,904.00 for FY 2020-2021. This reflects an approximate 7% increase over last years' premium of \$ 950,040. The increase can be directly related to higher payroll costs in recent years. Overall, The renewal is favorable for organizations of like size and scope of work.

**Fiscal Impact:**

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations  
Funds available upon approval of the FY 2020-2021 budget

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners approve the recommended worker's compensation insurance renewal proposed from the North Carolina Association of County Commissioners Risk Management Pools.

**ATTACHMENTS:**

Description

- Worker's Compensation Insurance Coverage Fy 2020-2021



## NCACC Risk Management Pools Workers Compensation

**RENEWAL ESTIMATE** JULY 1, 2020 TO JULY 1, 2021

Quoted on: **5/19/2020**

Member: **BRUNSWICK COUNTY**

Limits Coverage A : Workers Compensation: Statutory  
Coverage B: Employer's Liability: \$2,000,000

Class Code	Description	Annual Remuneration	Modified Rate	Modified Contribution
106	TREE PRUNING SPRAYING	\$171,965	14.628	\$25,156
6229	IRRIGATION OR DRAINAGE SYSTEM CONSTRUCTION & DRIVEI	\$474,902	3.391	\$16,106
7380	LIMOUSINE CO AOE & DRIVERS	\$5,561,579	3.577	\$198,963
7520	WATERWORKS OPERATIONS	\$5,029,320	2.456	\$123,532
7580	SEWAGE DISPOSAL PLANT OP & DRIVER	\$2,245,541	1.703	\$38,241
7710	FIREFIGHTERS & DRIVERS PATROL OR PROTECTIVE CORPS	\$256,635	2.361	\$6,059
7720	SHERIFF'S DEPT. OFFICERS & DRIVERS	\$14,919,615	2.256	\$336,595
8380	AUTO SERVICE OR REPAIR CENTERS & DRIVERS	\$549,262	2.017	\$11,080
8810	CLERICAL	\$14,742,933	0.200	\$29,513
8820	ATTORNEY	\$468,774	0.191	\$894
8831	HOSPITAL VETERINARY & DRIVERS	\$237,528	0.878	\$2,085
8832	PHYSICIAN	\$628,576	0.248	\$1,560
8835	NURSING- HOME HEALTH , PUBLIC & TRAVELING ALL EMPLOY	\$1,228,007	1.994	\$24,485
9015	BUILDINGS - NOC	\$1,381,667	2.556	\$35,320
9102	PARK NOC ALL EMPLOYEES/DRIVERS	\$1,467,781	1.564	\$22,961
9403	ASHES GARBAGE OR REFUSE COLLECTION & DRIVERS	\$254,916	5.261	\$13,410
9410	MUNICIPAL TOWNSHIP COUNTY OR STATE EMPLOYEES NOC	\$8,427,853	1.312	\$110,534
9554	SIGN INSTALLATION, MAIN. & REPAIR	\$40,561	7.159	\$2,904
9999	VOLUNTEERS (NCACC designated class)	\$59,790	22.593	\$13,509
<b>Total Estimated Payroll</b>		<b>\$58,147,206</b>		

*Subject to audit.*

**2020-2021 Contribution: \$1,012,904**

***Please return this document with your signed proposal.***



## NCACC Risk Management Pools Workers Compensation

---

Payment Plan Available: Workers' Compensation Pool  
County or Entity: **BRUNSWICK COUNTY**

Quoted on: **5/19/2020**

**Annual Payment Plan:**

**\$1,012,904**

**We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. A two percent late payment fee will be assessed on all amounts received after that date.**

I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution:

Accepted by:

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_

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

Financial Officer:

Signature \_\_\_\_\_

Date \_\_\_\_\_

***Please sign and return the accepted proposal by June 15th, 2020.***





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**June 1, 2020**

**From:**

Andrea White

**Action Item # V. - 5.**

Board Appointment - Library Board of Trustees - At-Large

**Issue/Action Requested:**

Request that the Board of Commissioners appoint Mr. Jeff Mount to an At-Large seat on the Library Board of Trustees with an unexpired term ending June 30, 2021.

**Background/Purpose of Request:**

On March 16, 2020, the Board of Commissioners approved a recommendation by the Brunswick County Library Board of Trustees to alter the appointment of Mr. Randy Sullivan from the District 3 Representative to an At-Large Representative to correct a residency requirement. The At-Large seat carried an expiration date of June 30, 2021. Mr. Sullivan verified in an email, dated March 25, 2020, that he does not wish to serve after June 30, 2020. Therefore, if Mr. Mount is appointed, he will fill the unexpired term of the At-Large seat, expiring June 30, 2021.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners appoint Mr. Jeff Mount to an At-Large seat on the Library Board of Trustees with an unexpired term ending June 30, 2021.

**ATTACHMENTS:**

Description

- ☐ Library Board of Trustees Roster
- ☐ Resignation - Randy Sullivan (At-Large)

# 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
Mary Wilson (unexp)	3	3/16/2020	3	6/30/2020	2014
Mary Stilwell (unexp)	4	3/16/2020	3	6/30/2022	2020
Ronnie Benton	5	6/18/2018	3	6/30/2021	2006
Emma Myles	at-large	6/20/2016	3	6/30/2020	2011
Randy Sullivan (unexp)	at-large	3/16/2020	3	6/30/2021	2010
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

**From:** [Andrea White](#)  
**To:** [roxanne sullivan](#)  
**Subject:** RE: 3/16/2020 Board Appointment Designation - Library Board of Trustees - District 3 to At-Large - Sullivan  
**Date:** Wednesday, March 25, 2020 12:59:00 PM

---

Thank you for letting us know of your decision to resign effective June 30, 2020. Thank you also for giving your time to serve the citizens of Brunswick County.

Andrea

---

**From:** roxanne sullivan <[acash@atmc.net](mailto:acash@atmc.net)>  
**Sent:** Wednesday, March 25, 2020 12:46 PM  
**To:** Andrea White <[andrea.white@brunswickcountync.gov](mailto:andrea.white@brunswickcountync.gov)>  
**Subject:** Re: 3/16/2020 Board Appointment Designation - Library Board of Trustees - District 3 to At-Large - Sullivan

**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.

My term will be up June 30, 2020

Randy Sullivan

---

**From:** "Andrea White" <[andrea.white@brunswickcountync.gov](mailto:andrea.white@brunswickcountync.gov)>  
**To:** "ROXANE" <[acash@atmc.net](mailto:acash@atmc.net)>  
**Cc:** "Jared Galloway" <[jared.galloway@brunswickcountync.gov](mailto:jared.galloway@brunswickcountync.gov)>  
**Sent:** Tuesday, March 24, 2020 10:54:24 AM  
**Subject:** RE: 3/16/2020 Board Appointment Designation - Library Board of Trustees - District 3 to At-Large - Sullivan

Just to clarify, you plan to serve until the end of the new term, June 30, 2021?

Andrea

---

**From:** roxanne sullivan <[acash@atmc.net](mailto:acash@atmc.net)>  
**Sent:** Tuesday, March 24, 2020 10:52 AM  
**To:** Andrea White <[andrea.white@brunswickcountync.gov](mailto:andrea.white@brunswickcountync.gov)>  
**Subject:** Re: 3/16/2020 Board Appointment Designation - Library Board of Trustees - District 3 to At-Large - Sullivan

**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.

I plan to serve until the end of my term.  
Thank you.

Randy Sullivan

---

**From:** "Andrea White" <[andrea.white@brunswickcountync.gov](mailto:andrea.white@brunswickcountync.gov)>  
**To:** "ROXANE" <[acash@atmc.net](mailto:acash@atmc.net)>  
**Cc:** "Maurice Tate" <[Maurice.Tate@brunswickcountync.gov](mailto:Maurice.Tate@brunswickcountync.gov)>, "Jared Galloway" <[jared.galloway@brunswickcountync.gov](mailto:jared.galloway@brunswickcountync.gov)>  
**Sent:** Thursday, March 19, 2020 9:37:54 AM  
**Subject:** RE: 3/16/2020 Board Appointment Designation - Library Board of Trustees - District 3 to At-Large - Sullivan

Mr. Sullivan,

In January, we received notification from you that you would not seek reappointment at the end of your term, which was June 30, 2020. Based on the recent action of the Board of Commissioners, you are now serving in an At-Large capacity which carries an expiration date of June 30, 2021. We are hopeful that you will continue to serve until the end of the new term, however, should this not be the case, please let us know.

We look forward to hearing from you.

Andrea

*Andrea G. White*

Clerk to the Board/Executive Assistant  
County Administration

**Brunswick County Government**

Post Office Box 249  
Bolivia, North Carolina 28422

Tel: 910-253-2016 / 800-442-7033 Ext. 2016

Fax: 910-253-2022

[andrea.white@brunswickcountync.gov](mailto:andrea.white@brunswickcountync.gov)

[www.brunswickcountync.gov](http://www.brunswickcountync.gov)

---

**From:** Jared Galloway <[jared.galloway@brunswickcountync.gov](mailto:jared.galloway@brunswickcountync.gov)>  
**Sent:** Wednesday, March 18, 2020 1:50 PM  
**To:** [acash@atmc.net](mailto:acash@atmc.net)  
**Cc:** Maurice Tate <[Maurice.Tate@brunswickcountync.gov](mailto:Maurice.Tate@brunswickcountync.gov)>; Andrea White <[andrea.white@brunswickcountync.gov](mailto:andrea.white@brunswickcountync.gov)>

**Subject:** 3/16/2020 Board Appointment Designation - Library Board of Trustees - District 3 to At-Large - Sullivan

Mr. Sullivan,

The Brunswick County Board of Commissioners, in regular session Monday, March 16, 2020 approved a recommendation by the Brunswick County Library Board of Trustees to alter your appointment as the District 3 Representative to an At-Large Representative. This is an unexpired term and carries an expiration date of June 30, 2021 at which time you may seek reappointment. By copy of this email, Ms. Maurice Tate will be notified of your change in appointment status.

Attached, please find the Board Action Item from the Regular Meeting. Also, please find attached the Library Board Roster & Address Sheet as of 3/16/2020.

Thanks,

***Jared Galloway***

Deputy Clerk to the Board

Office of the County Commissioners

**Brunswick County Government**

Post Office Box 249

Bolivia, North Carolina 28422

Phone: (910) 253.2216 Fax: (910) 253.2004

Email: [jared.galloway@brunswickcountync.gov](mailto:jared.galloway@brunswickcountync.gov)



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**June 1, 2020**

**Action Item # V. - 6.**

Clerk to the Board - Meeting Minutes

**From:**

Andrea White

**Issue/Action Requested:**

Request that the Board of Commissioners approve the draft minutes from the May 18, 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 May 18, 2020 Regular Meeting.

**ATTACHMENTS:**

Description

- Draft Minutes - 2020-05-18 Regular Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
OFFICIAL MINUTES  
REGULAR MEETING  
MAY 18, 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  
Neal Galloway, MIS  
Lt. Jeff Beck, Sheriff's Office

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

**I. CALL TO ORDER**

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

**II. INVOCATION/PLEDGE OF ALLEGIANCE**

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

**III. ADJUSTMENTS/APPROVAL OF AGENDA**

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

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

**IV. PUBLIC COMMENTS**

Chairman Williams called those who had signed up to speak. The following individual addressed the Board:

1. Mr. Richard Hines, resident of Caswell Beach, shared concerns related to the Northwest Water Treatment Plant Expansion and the manufacturer of the membrane for the filtration

system. Mr. Hines spoke in opposition of purchasing products from a Chinese owned company and appealed to the Board to make a policy to only buy American made products.

## V. APPROVAL OF CONSENT AGENDA

Chairman Williams asked for a motion on the Consent Agenda.

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

The following items were approved:

### 1. **Administration - Surplus Property Offers for Upset Bid Process**

Accepted, subject to the upset bid process, the following offers that were submitted for surplus parcels that met the value parameters previously established by the Board.

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
070DA022	454 Creekview LN, SE	.33 acre	\$10,200.00	3-2-2007	\$2,014.48	\$ 4,000.00
141HC01001	S. Bob White LN, SE	.17 acre	\$1,000.00	11-2-1987	\$512.01	\$ 750.00
141HB020	1939 Wildwood Dr, SE	.17 acre	\$1,000.00	7-22-1985	\$511.11	\$ 750.00
224EA012	1394 Trot Ridge PL, NW	.44 acre	\$4,180.00	6-3-2019	\$2,523.00	\$ 2,090.00
229MB020	1574 Hollywood ST, SW	.26 acre	\$18,000.00	2-6-2019	\$3,057.13	\$ 3,060.00
173BF003	Burlington RD, BSL	.23 Acre	\$5,000.00	1-13-1987	\$0.00	\$ 1,250.00
1820000404	Frontage RD, Shallotte	2.64 acre	\$67,450.00	3-13-2020	\$9,312.15	\$ 16,900.00
214MA143	3101 Havelock Pl, SW	.20 acre	\$1,600.00	6-3-2019	\$770.60	\$ 900.00
214MA144	3095 Havelock PL, SW	.20 acre	\$1,600.00	6-3-2019	\$770.60	\$ 900.00
214MA145	3091 Havelock PL, SW	.21 acre	\$1,600.00	6-3-2019	\$770.60	\$ 900.00
142BB035	N. High Point RD, BSL	.24 acre	\$9,000.00	7-22-1985	\$706.09	\$ 2,250.00

### 2. **Board Appointment – Fireman’s Relief Fund Trustees**

Approved the nomination of Lori G. Hewett as the Local Fireman’s Relief Fund Trustee representing Sunset Harbor Zion Hill Fire Department.

### 3. **Clerk to the Board - Meeting Minutes**

Approved the draft minutes from the May 4, 2020 Commissioners’ Goals and Budget Workshop and the May 4, 2020 Regular Meeting.

### 4. **Emergency Services - Fire Protection Oversight Committee By-Laws**

Approved the amended by-laws for the Fire Protection Oversight Committee.

### 5. **Emergency Services - Sunset Harbor Zion Hill VFD Financing Letter**

Authorized the Chairman to sign a letter expressing no objection to Sunset Harbor Zion Hill Fire Department entering into a financing agreement with Republic First National for a 2020 E-One Pumper-Tanker.

### 6. **Finance - Fiscal Items**



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

- **Airport Grant 36237.45.18.1 Grant Agreement**  
Approved and authorized the Chairman to sign the grant agreement for the airport 36237.45.18.1 in the amount of \$403,713 with a local match of \$44,857. The grant and match were approved at the February 17, 2019 Board of Commissioner's meeting when the grant was awarded by NCDOT.
- **Environmental Food and Lodging Budget Amendment**  
Appropriated \$10,135 of additional state revenues restricted for use in the Environmental Health Food and Lodging Program.
- **Child Health Car Seat Budget Amendment**  
Appropriated a \$1,500 donation from Early College High School Key Club student project for use in Child Health to purchase car seats for parents unable to afford this necessary item.
- **Library Services and Technology Act (LSTA) COVID-19 Mini Grant**  
Appropriated federal revenues restricted in the amount of \$3,000 for the Library Services and Technology Act (LSTA) grant for COVID-19 Response. The State Library will provide LSTA funding to help libraries prepare to reopen to the public and adapt services to reduce the impact of COVID-19. This mini-grant program supports Goal One of North Carolina's Five-Year Plan: Strengthening Capacity. Maximum funds available to each library: \$1,000.00 plus \$500.00 for each library outlet (bookmobiles included). No matching funds are required for this program.
- **Cares Act Round 1 Initial Administrative Fees Allocation - Section 8 Housing Program**  
Appropriated \$46,368 in Federal Revenues restricted received from the Cares Act Round 1 Initial Administrative Fees to the Support Section 8 Housing Program. Funds must be used to prevent, prepare for, and respond to COVID-19 and must follow PIH Notice 2020-08 guidance - CARES Act – HCV Program Administrative Fees.
- **Workers' Compensation Fund Closeout Budget Amendments**  
The County moved from a self-insured workers' compensation plan beginning July 1, 2019. To close out the workers' compensation fund, the budget amendment appropriated \$1,856,623 in the workers' compensation fund and transferred \$1,512,055 to the general fund, \$251,052 to the water fund, and \$93,516 to the wastewater fund. In addition, this budget amendment transferred \$800,000 from general fund to county capital reserve to complete the courthouse project funding for cabling planned for in FY 21.
- **Sheriff's Office Undercover Money Budget Amendment**  
Appropriated \$12,353 fund balance appropriate for roll forward of Sheriff's Office undercover money from FY2019 year-end reconcile.
- **DSS Low Income Energy Assistance Additional Funding**  
Appropriated \$15,125 of additional Federal Low-Income Home Energy Assistance Funds for payment months January 2020 through June 2020.
- **West Regional Capital and Replacement Budget Amendment**

Transferred \$114,526 from West Regional Capital and Replacement Reserve to the West Regional Wastewater Plant for reimbursement of eligible capital and replacement expenditures.

- **Financial Reports for April 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>.

7. **Health and Human Services - Health Services - WIC Special Funding Opportunity Phase 1 (COVID-19)**

Approved the WIC Special Funding Opportunity, Phase 1 and authorized staff to execute purchasing to complete grant requirements as outlined in the award letter.

8. **Health and Human Services - Public Housing: Increase Subsidy and Payment Standards**

Approved an increase of the subsidy and payment standards from 100% to 110% of the HUD Fair Market Rent for efficiency and one-bedroom units in the Housing Choice Voucher Program.

9. **Operation Services - Litter Pickup Tip Fee Waiver Request**

Approved waiving landfill tipping fees for College Hunks, a local business, for collection of litter from county roadsides during the COVID-19 pandemic and possibly during disasters, such as hurricanes.

10. **Sheriff's Office - 911 Center Telephone Contract**

Approved a ten-year agreement with Atlantic Telecom Multimedia Consolidated, LLC (ATMC) for the 911 Center for an estimated annual expenditure of \$33,913.

11. **Tax Administration - May 2020 Releases**

Approved the May 2020 releases.

## VI. **ADMINISTRATIVE REPORT**

1. **Administration - County Distribution of Coronavirus Relief Funds (Randell Woodruff, County Manager)**

Request that the Board of Commissioners approve and authorize the County Manager to make application for the CARES Act Funds and designate approximately \$2,000,000 to be used for County eligible projects directly related to COVID-19 and the remainder in the approximate amount of \$573,728 be made available to municipal governments in the County which have eligible projects. It is further requested that the Board of Commissioners authorize the County Manager to review and approve the projects submitted by the municipalities to ensure full compliance with the State and Federal guidelines of the Coronavirus Relief Act so as to be able to meet the June 1st deadline for submission of the required plan.

Mr. Woodruff explained that CARES Act funds were recently appropriated by the General Assembly and Brunswick County's share is \$2,573,728. A provision within the legislation allows a portion of these funds to be shared with the municipal governments in each county for reimbursement of eligible projects. Staff requests that the Commissioners authorize the County Manager to review and approve the projects submitted by the municipalities to ensure

full compliance with State and Federal guidelines of the Act in order to meet the June 1<sup>st</sup> deadline for submission of the plan. Approximately \$2,000,000 will be held for county COVID-19 identified projects and \$573,728 will be earmarked for municipal eligible projects. The General Assembly did not specify how to distribute the funds to the municipalities. The deadline for the municipal project submissions to the County is May 27, 2020 to allow adequate time for review prior to submitting the plan. The funds must be spent by December 30, 2020.

David Stanley, Executive Director, Health and Human Services, shared information about potential County projects such as expanding Telehealth, purchasing an updated mobile health unit, providing technology for teleworking, and other projects that would make the COVID response better in the future.

Following discussion, Commissioner Forte moved to approve the county distribution of the Coronavirus Relief funds in the amount of \$2,000,000 for the County and \$573,728 to be distributed among the municipalities and anyone within the county that incurred eligible COVID-19 related expenses. The motion was seconded by Commissioner Cooke.

Following additional discussion, the Board asked that staff determine if reimbursement to volunteer fire departments is an eligible expense.

Chairman Williams asked for a vote on the motion. The vote of approval was unanimous.

2. **Administration - Funding Request from WAVE Transit (Steve Stone, Deputy County Manager)**

Request that the Board of Commissioners consider a funding request from Cape Fear Public Transportation Authority (WAVE Transit) to support the Brunswick Connector Route for FY 21.

Mr. Stone explained that a request, and an addendum to our agreement with Cape Fear Public Transportation, was received last month asking for \$32,072 for the Brunswick Connector Route for next fiscal year. It was proposed that the funding be split between the Brunswick Partners, the same as the current year, with Leland providing \$54,636 and Navassa providing \$13,687. Leland has opted not to provide funding for next fiscal year. The County was informed that unless the County and/or Navassa make up Leland's share of the funding, WAVE would begin the process to end the Brunswick Connector service with the last date of service being August 28, 2020.

Following discussion, Vice-Chairman Thompson moved to deny the request and authorize the County Manager to investigate and evaluate if this needs to be revisited by the County at a later date and provide the Board with alternatives for consideration if it is brought back before the Board. The motion was seconded by Commissioner Cooke.

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

3. **Administration - Recommended Budget Ordinance, Capital Improvement Plan, Schedule of Fees for FY 2021 (Randell Woodruff, County Manager)**

Request that the Board of Commissioners receive the Recommended Budget Ordinance, Capital Improvement Plan, Schedule of Fees for FY 2021, and schedule a public hearing on the matters for June 15, 2020 at 6 p.m.

Mr. Woodruff reviewed the recommended budget presentation. The FY 2020-2021 recommended budget totals \$265.5 million (all funds) and recommends no change in the 48.50 cents property tax rate.

Mr. Woodruff reminded the Board of the Budget Workshop scheduled for June 1, 2020 at 1:00 p.m. and the Public Hearing scheduled for June 15, 2020 at 6:00 p.m. Staff plans to ask the Board to consider adoption of the budget following the Public Hearing on June 15, 2020.

Vice-Chairman Thompson moved to schedule the Public Hearing on the FY 2020-2021 budget for June 15, 2020 at 6:00 p.m. The motion was seconded by Commissioner Cooke and the vote of approval was unanimous.

4. **Administration - Resolution for the Issuance of \$47,550,000 General Obligation Bonds (Randell Woodruff, County Manager)**

Request that the Board of Commissioners approve the Bond Resolution Providing for the Issuance of not to exceed \$47,550,000 General Obligation School Bonds, Series 2020.

Mr. Woodruff explained the request and affirmed that the School Bond was passed by the voters in 2016.

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF  
BRUNSWICK, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF NOT TO  
EXCEED \$47,550,000 GENERAL OBLIGATION SCHOOL BONDS, SERIES 2020 OF  
THE COUNTY OF BRUNSWICK, NORTH CAROLINA**

**WHEREAS**, the Bond Order hereinafter-described has been adopted, and it is desirable to make provision for the issuance of the bonds authorized by said Bond Order;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the County of Brunswick, North Carolina (the "*Board*") as follows:

**Section 1.** For purposes of this Resolution, the following words have the meanings ascribed to them below:

"*Bond Order*" means the Bond Order authorizing \$152,000,000 General Obligation School Bonds, adopted by the Board on August 1, 2016, effective when approved by the voters of the County at a referendum duly called and held on November 8, 2016.

"*Code*" means the Internal Revenue Code of 1986, as amended, and the rulings and regulations (including temporary and proposed regulations) promulgated thereunder, or any successor statute thereto.

"*Federal Securities*" means (a) direct obligations of the United States of America for the timely payment of which the full faith and credit of the United States of America is pledged; (b) obligations issued by any agency controlled or supervised by and acting as an instrumentality of the United States of America, the timely payment of the principal of and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of the County in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held

in the name of a trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder; (c) any bonds or other obligations of the State of North Carolina or of any agency, instrumentality or local governmental unit of the State of North Carolina which are (i) not callable prior to maturity or (ii) as to which irrevocable instructions have been given to the trustee or escrow agent with respect to such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody's, if the 2020 Bonds are rated by Moody's, S&P, if the 2020 Bonds are rated by S&P and Fitch Ratings, if the 2020 Bonds are rated by Fitch Ratings, within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) or (b) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; (d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (a), and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated; or (e) any other obligations permitted under State law for the defeasance of local government bonds.

*"Fiscal Year"* means a twelve-month period commencing on the first day of July of any year and ending on the 30th day of June of the succeeding year, or such other twelve-month period which may subsequently be adopted as the Fiscal Year of the County.

*"Fitch Ratings"* means Fitch Ratings, Inc., its successors and their assigns, and, if such corporation for any reason no longer performs the functions of a securities rating agency, *"Fitch"* will be deemed to refer to any other nationally recognized securities rating agency other than Moody's and S&P designated by the City.

*"Moody's"* means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, *"Moody's"* will be deemed to refer to any other nationally recognized rating agency other than S&P designated by the County.

*"Pricing Certificate"* means the certificate of the Director of Fiscal Operations of the County delivered in connection with the issuance of the 2020 Bonds which establishes the final maturity amounts, the interest payment dates and the provisions for redemption.

*"Projects"* means constructing, improving, and renovating school facilities, specifically including, among other things, the construction and renovation of classroom facilities and district-wide improvements for safety, security, technology and building infrastructure, the acquisition and installation of furnishings and equipment, and the acquisition of land or rights-in-land required therefor, pursuant to and in accordance with the Bond Order.

*"S&P"* means S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, *"S&P"* will be deemed to refer to any other nationally recognized rating agency other than Moody's designated by the County.

*"Tax Certificate"* means the Tax Certificate executed by the County related to the 2020 Bonds.

*"2020 Bonds"* means the County's General Obligation School Bonds, Series 2020 authorized under the Bond Order.

# DRAFT

**Section 2.** The County will issue not to exceed \$47,550,000 in total aggregate principal amount of its 2020 Bonds.

**Section 3.** The 2020 Bonds will be dated their date of issuance and pay interest semiannually on February 1 and August 1, beginning August 1, 2021, unless the Director of Fiscal Operations of the County establishes different dates in her Pricing Certificate. The 2020 Bonds are being issued to provide funds (1) to finance the capital costs of the Projects pursuant to and in accordance with the Bond Order and (2) to pay the costs of issuing the 2020 Bonds.

**Section 4.** The Board has ascertained and hereby determines that the average period of usefulness of the capital projects being financed by the proceeds of the 2020 Bonds is not less than 25 years computed from the date of issuance of the 2020 Bonds.

**Section 5.** Unless changed by the Director of Fiscal Operations of the County in her Pricing Certificate, the 2020 Bonds are payable in annual installments on August 1 in each year, as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2021	\$2,380,000	2031	\$2,375,000
2022	2,380,000	2032	2,375,000
2023	2,380,000	2033	2,375,000
2024	2,380,000	2034	2,375,000
2025	2,380,000	2035	2,375,000
2026	2,380,000	2036	2,375,000
2027	2,380,000	2037	2,375,000
2028	2,380,000	2038	2,375,000
2029	2,380,000	2039	2,375,000
2030	2,380,000	2040	2,375,000

**Section 6.** The 2020 Bonds are to be numbered from “R-1” consecutively and upward. All 2020 Bonds will bear interest from their date at a rate or rates which will be hereafter determined on the sale thereof computed on the basis of a 360-day year of twelve 30-day months.

**Section 7.** The 2020 Bonds are to be registered as to principal and interest, and the Director of Fiscal Operations of the County is directed to maintain the registration records with respect thereto. The 2020 Bonds will bear the original or facsimile signatures of the County Manager or the Chairman of the Board and the Clerk to the Board of the County. An original or facsimile of the seal of the County will be imprinted on each of the 2020 Bonds.

**Section 8.** The 2020 Bonds will initially be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity will be issued to The Depository Trust Company, New York, New York (“DTC”), and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the 2020 Bonds in principal amounts of \$5,000 or integral multiples thereof, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Interest on the 2020 Bonds will be payable to DTC or its nominee as registered owner of the 2020 Bonds in immediately available funds. The principal of and interest on the 2020 Bonds will be payable to owners of 2020 Bonds shown on the records of DTC at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date. The County will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the 2020 Bonds or (b) the Director of Fiscal Operations of the County determines that the continuation of the book-entry

system of evidence and transfer of ownership of the 2020 Bonds would adversely affect the interests of the beneficial owners of the 2020 Bonds, the County will discontinue the book-entry system with DTC in accordance with the rules and procedures of DTC. If the County fails to identify another qualified securities depository to replace DTC, the County will authenticate and deliver replacement bonds in accordance with the rules and procedures of DTC.

**Section 9.** Unless changed by the Director of Fiscal Operations of the County in her Pricing Certificate, the 2020 Bonds maturing on or before August 1, 2030 will not be subject to redemption prior to maturity. The 2020 Bonds maturing on and after August 1, 2031 will be subject to redemption prior to maturity, at the option of the County, from any money that may be made available for such purpose, either in whole or in part on any date on or after August 1, 2030, at the redemption price of the principal amount of 2020 Bonds to be so redeemed, plus accrued interest to the redemption date.

If less than all of the 2020 Bonds are called for redemption, the County will select the maturity or maturities of the 2020 Bonds to be redeemed in such manner as the County in its discretion may determine and DTC and its participants will determine which of the 2020 Bonds within a maturity are to be redeemed in accordance with its rules and procedures; provided, however, that the portion of any 2020 Bond to be redeemed will be in principal amount of \$5,000 or integral multiples thereof and that, in selecting 2020 Bonds for redemption, each 2020 Bond will be considered as representing that number of 2020 Bonds which is obtained by dividing the principal amount of such 2020 Bond by \$5,000. Whenever the County elects to redeem 2020 Bonds, notice of such redemption of 2020 Bonds, stating the redemption date, redemption price and any conditions to the redemption and identifying the 2020 Bonds or portions thereof to be redeemed by reference to their numbers and further stating that on such redemption date there will become due and payable on each 2020 Bond or portion thereof so to be redeemed, the principal thereof, and interest accrued to the redemption date and that from and after such date interest thereon will cease to accrue, will be given not less than 30 days nor more than 60 days before the redemption date in writing to DTC or its nominee as the registered owner of the 2020 Bonds, by prepaid certified or registered United States mail (or by such other means as permitted by DTC's rules and procedures), at the address provided to the County by DTC, but any failure or defect in respect of such mailing will not affect the validity of the redemption. If DTC is not the registered owner of the 2020 Bonds, the County will give notice at the time set forth above by prepaid first class United States mail, to the then-registered owners of the 2020 Bonds or portions thereof to be redeemed at the last address shown on the registration books kept by the County. The County will also mail or transmit by facsimile or in electronic format a copy of the notice of redemption within the time set forth above (1) to the Local Government Commission of North Carolina (the "*Local Government Commission*") and (2) to the Municipal Rulemaking Securities Board through the EMMA system.

If at the time of mailing of the notice of redemption there is not on deposit money sufficient to redeem the 2020 Bonds called for redemption, such notice may state that it is conditional on the deposit of money for the redemption on the date of redemption as set forth in the notice. Any notice, once given, may be withdrawn by notice delivered in the same manner as the notice of redemption was given.

**Section 10.** The 2020 Bonds and the provisions for the registration of the 2020 Bonds and for the approval of the 2020 Bonds by the Secretary of the Local Government Commission are to be in substantially the form set forth in Exhibit A hereto, the terms of which may be changed by the Director of Fiscal Operations of the County in her Pricing Certificate.

**Section 11.** The Director of Fiscal Operations of the County is hereby authorized to execute a non-arbitrage certificate with respect to the 2020 Bonds in order to comply with Section 148 of the Code and the applicable Income Tax Regulations thereunder.

**Section 12.** The Director of Fiscal Operations of the County is hereby directed to create and establish a special fund to be designated "*County of Brunswick, North Carolina General Obligation Bonds, Series 2020 Project Fund*" (the "*Project Fund*") and may establish separate

accounts within the Project Fund to track the expenditures related to each of the Projects. The Director of Fiscal Operations of the County will deposit the proceeds from the sale of the 2020 Bonds in the Project Fund. The Director of Fiscal Operations of the County will invest and reinvest any money held in the Project Fund as permitted by the laws of the State of North Carolina and the income, to the extent permitted by the Code, is to be retained in the Project Fund and applied with the proceeds of the 2020 Bonds to pay the costs of the Projects, as directed by the Director of Fiscal Operations of the County. The Director of Fiscal Operations of the County will keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom so as to satisfy the requirements of the laws of the State of North Carolina and to assure that the County maintains its covenants with respect to the exclusion of the interest on the 2020 Bonds from gross income for purposes of federal income taxation.

**Section 13.** Actions taken by officials of the County to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, as amended, are hereby authorized and approved.

**Section 14.** The Local Government Commission is hereby requested to sell the 2020 Bonds through a competitive sale to the bidder whose bid results in the lowest interest cost to the County, determined on the basis of the net interest cost method.

**Section 15.** The Chairman of the Board, the County Manager, the Clerk to the Board and the Director of Fiscal Operations of the County (the “*Authorized Officers*”), individually and collectively, are hereby authorized, empowered and directed to cause the 2020 Bonds to be prepared and, when they have been duly sold by the Local Government Commission, to execute the 2020 Bonds and to turn the 2020 Bonds over to the registrar and transfer agent of the County, if any, for delivery through the facilities of DTC to the purchaser or purchasers to whom they may be sold by the Local Government Commission.

**Section 16.** The form and content of the Notice of Sale and the Preliminary Official Statement together with the final Official Statement related to the 2020 Bonds are in all respects authorized, approved and confirmed. The Authorized Officers, individually and collectively, are authorized, empowered and directed to execute and deliver the Official Statement in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the approval of the Board of any and all changes, modifications, additions or deletions therein from the form and content of the Official Statement presented to the Board.

**Section 17.** The Authorized Officers, individually and collectively, are authorized, empowered and directed to execute and deliver for and on behalf of the County any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated hereinabove or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

**Section 18.** The County agrees, in accordance with Rule 15c2-12 (the “*Rule*”) promulgated by the Securities and Exchange Commission (the “*SEC*”) and for the benefit of the registered owners and beneficial owners of the 2020 Bonds, as follows:

- (1) by not later than seven months after the end of each Fiscal Year to the Municipal Securities Rulemaking Board (the “*MSRB*”) in an electronic format as prescribed by the MSRB, the audited financial statements of the County for the preceding Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the County for such Fiscal Year to be replaced subsequently by audited financial statements of the County to be delivered within 15 days after such audited financial statements become available for



distribution;

(2) by not later than seven months after the end of each Fiscal Year to the MSRB, (a) the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included under the captions “**THE COUNTY--DEBT INFORMATION**” and “**--TAX INFORMATION**” (excluding information on overlapping units and the subsection entitled *Debt Outlook*) in the Official Statement referred to in Section 16 and (b) the combined budget of the County for the current Fiscal Year to the extent such items are not included in the financial statements referred to in clause (1) above;

(3) in a timely manner not in excess of 10 business days after the occurrence of the event, to the MSRB, notice of any of the following events with respect to the 2020 Bonds:

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on the debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on any credit enhancements reflecting financial difficulties;
- (e) substitution of any credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2020 Bonds or other material events affecting the tax status of the 2020 Bonds;
- (g) modification of the rights of the beneficial owners of the 2020 Bonds, if material;
- (h) call of any of the 2020 Bonds, if material, and tender offers;
- (i) defeasance of any of the 2020 Bonds;
- (j) release, substitution or sale of any property securing repayment of the 2020 Bonds, if material;
- (k) rating changes;
- (l) bankruptcy, insolvency, receivership or similar event of the County;
- (m) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material; and
- (n) the appointment of a successor or additional trustee, or the change in the name of a trustee, if material;

(o) incurrence of a financial obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the County, any of which affect security holders, if material; and

(p) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the County, any of which reflect financial difficulties; and

(4) in a timely manner to the MSRB, notice of the failure by the County to provide the required annual financial information described in (1) and (2) above on or before the date specified.

For purposes of this Section, “*financial obligation*” means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b) above. The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

The County agrees that its undertaking under this Section is intended to be for the benefit of the registered owners and the beneficial owners of the 2020 Bonds and is enforceable by any of the registered owners and the beneficial owners of the 2020 Bonds, including an action for specific performance of the County’s obligations under this Section, but a failure to comply will not be an event of default and will not result in acceleration of the payment of the 2020 Bonds. An action must be instituted, had and maintained in the manner provided in this Section for the benefit of all of the registered owners and beneficial owners of the 2020 Bonds.

All documents provided to the MSRB as described in this Section will be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB. The County may discharge its undertaking described above by providing such information in a manner the SEC subsequently authorizes in lieu of the manner described above.

The County may modify from time to time, consistent with the Rule, the information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the County, but:

(1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the County;

(2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of the Official Statement, after taking into account any amendments or interpretations of the Rule as well as any changes in circumstances;

(3) any such modification does not materially impair the interest of the registered owners or the beneficial owners, as determined by nationally recognized bond counsel or by the approving vote of the registered owners of a majority in principal amount of the 2020 Bonds.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the 2020 Bonds.

**Section 19.** Those portions of this Resolution other than Section 18 may be amended or supplemented, from time to time, without the consent of the owners of the 2020 Bonds if in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the owners of the 2020 Bonds and would not cause the interest on the 2020 Bonds to be included in the gross income of a recipient thereof for federal income tax purposes. This Resolution may be amended or supplemented with the consent of the owners of a majority in aggregate principal amount of the outstanding 2020 Bonds, exclusive of 2020 Bonds, if any, owned by the County, but a modification or amendment (1) may not, without the express consent of any owner of 2020 Bonds, reduce the principal amount of any 2020 Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable, or reduce the percentage of consent required for amendment or modification and (2) as to an amendment to Section 18, must be limited as described therein.

Any act done pursuant to a modification or amendment consented to by the owners of the 2020 Bonds is binding on all owners of the 2020 Bonds and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution. After consent has been given, no owner of a 2020 Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the County from taking any action pursuant to a modification or amendment.

If the County proposes an amendment or supplemental resolution to this Resolution requiring the consent of the owners of the 2020 Bonds, the registrar for the 2020 Bonds will, on being satisfactorily indemnified with respect to expenses, cause notice of the proposed amendment to be sent to each owner of the 2020 Bonds then outstanding by first-class mail, postage prepaid, to the address of such owner as it appears on the registration books; but the failure to receive such notice by mailing by any owner, or any defect in the mailing thereof, will not affect the validity of any proceedings pursuant hereto. Such notice will briefly set forth the nature of the proposed amendment and will state that copies thereof are on file at the designated office of the registrar for the 2020 Bonds for inspection by all owners of the 2020 Bonds. If, within 60 days or such longer period as may be prescribed by the County following the giving of such notice, the owners of a majority in aggregate principal amount of 2020 Bonds then outstanding have consented to the proposed amendment, the amendment will be effective as of the date stated in the notice.

**Section 20.** The County covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient therefor for federal income tax purposes of the interest on the 2020 Bonds and, if it should take or permit, or omit to take or cause to be taken, any such action, the County will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly on having knowledge thereof. The County covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the 2020 Bonds or other funds under their control be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the 2020 Bonds to be “*arbitrage bonds*” for purposes of Section 148 of the Code. The County covenants that it will comply with the provisions of the Arbitrage and Tax Regulatory Certificate.

**Section 21.** Nothing in this Resolution precludes (a) the payment of the 2020 Bonds from the proceeds of refunding bonds or (b) the payment of the 2020 Bonds from any legally available funds.

If the County causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the owners of the 2020 Bonds the principal of the 2020 Bonds (including interest

to become due thereon), through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, money sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, the County will so notify Moody's and S&P, and then such 2020 Bonds will be considered to have been discharged and satisfied, and the principal of the 2020 Bonds (including interest thereon) will no longer be deemed to be outstanding and unpaid; provided, however, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the County receives an opinion of a nationally recognized accounting or verification firm that the segregated money or Federal Securities together with interest earnings thereon is sufficient to effect a defeasance, the County will execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. The County will make provisions for the mailing of a notice to the owners of the 2020 Bonds that such money is available for such payment.

**Section 22.** If any one or more of the agreements or provisions herein contained 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 for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the 2020 Bonds authorized hereunder.

**Section 23.** 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 24.** This Resolution is effective on its adoption.

This the 18<sup>th</sup> day of May, 2020.

Frank L. Williams, Chair  
Brunswick County Board of Commissioners

ATTEST:  
Andrea White, NCCCC  
Clerk to the Board

5. **Code Administration-Expedited Property Purchase (FEMA HMGP 4393DR) (Michael Slate-Director of Code Administration)**

Request that the Board of Commissioners approve the purchase of 7398 Ruby Stone Court, Leland, NC 28451 for the amount of \$226,000.00 and 7394 Ruby Stone Court, Leland, NC 28451 for the amount of \$229,000.00 with the funding from the Hazard Mitigation Grant-Expedited Property Acquisition 4393-DR award funding and convert the locations into greenspace. Further to approve the County Manager, Randell Woodruff to sign all documents related to the property purchase.

Mr. John Shirk, Flood Plan Administrator, explained that following the aftermath of Hurricane Florence, the County submitted a joint application with the Town of Leland to FEMA to participate in the Hazard Mitigation Grant Program for the expedited acquisition of properties. The County was awarded funding to purchase five properties. To date, the County, through this process, has been able to come to an agreed upon price to purchase the following two properties: 7398 Ruby Stone Court, Leland in the amount of \$226,000.00,

and 7394 Ruby Stone Court, Leland in the amount of \$229,000.00. With the Board's approval to move forward with the purchase of the properties, the paperwork will be submitted for funding in hopes of receiving the funds prior to closing. Mr. Shirk also requested that the Board authorize the County Manager to sign all documents related to the purchase of the properties. The properties will be converted to greenspace with a deed restriction so that the property cannot be buildable.

Vice-Chairman Thompson moved to approve the purchase of the two properties as presented. The motion was seconded by Commissioner Cooke and the vote of approval was unanimous.

6. **Utilities - Northwest WTP Expansion and Upgrades, Notice of Award, Contract Oscar Renda Contracting, and Associated Budget Amendment (John Nichols, Director of Public Utilities)**

Request that the Board of Commissioners approve a budget amendment, Notice of Award, and authorize the Chairman and Clerk to the Board to execute the construction contract with Oscar Renda Contracting, Inc., for the construction of the Northwest Water Treatment Plant Expansion & Upgrades Project contingent on the County Attorney's review and approval of the construction contract, performance bond, payment bond, NC E-Verify Affidavit of Compliance, insurance certificates and funding approval by the Local Government Commission (LGC) and closing of the Bonds. Staff recommends award of the project in the amount of \$122,600,000.

Mr. Nichols explained that the current schedule for the project for beneficial use is May 2022, with the Reverse Osmosis (RO) portion May 2023, and final completion August 2023. The base bid is \$117,000,000 and Alternate 1, which will provide a total of 8 RO units, is an additional \$5.6 million. Alternate 1 will allow the full 36mgd of RO capacity.

Following discussion, Chairman Williams moved to approve the award as proposed. The motion was seconded by Commissioner Forte and the vote of approval was unanimous.

7. **Utilities - Northwest WTP Concentrate Discharge Pipeline, Notice of Award, Contract T. A Loving Company, and Associated Budget Amendment (John Nichols, Director of Public Utilities)**

Request that the Board of Commissioners approve a budget amendment, Notice of Award, and authorize the Chairman and Clerk to the Board to execute the construction contract with T. A. Loving Company for the construction of the Northwest Water Treatment Plant Concentrate Discharge Pipeline contingent on the County Attorney's review and approval of the construction contract, performance bond, payment bond, NC E-Verify Affidavit of Compliance, insurance certificates and funding approval by the Local Government Commission (LGC) and closing of the Bonds. Staff recommends award of the project in the amount of \$6,595,000.

Mr. Nichols explained that the pipeline includes 4.5 miles of 18-inch diameter pipe. Six contractors bid on the project and T.A. Loving Company was the low bidder at \$6,595,000.

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

## **IX. OTHER BUSINESS/INFORMAL DISCUSSION**

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

# DRAFT

1. Commissioner Sykes requested that the Board send a letter or resolution to the Governor to allow every county to make individual decisions related to COVID-19, as each county is different.

Following discussion, Commissioner Sykes moved to send a letter or resolution to the Governor requesting counties be allowed to make individual decisions concerning their jurisdiction.

The Board directed staff to provide information to the Board regarding a plan for dealing with COVID-19 and hurricanes at the next meeting.

Following additional discussion, Chairman Williams asked for a second on the motion. The motion died due to lack of a second.

2. Chairman Williams requested that a legislative goal be submitted to request the State review the emergency laws and differentiate between a pandemic and a hurricane; short-term emergency versus a long-term emergency. Staff was directed to provide a legislative goal for the Board's review during the next legislative goal process in January and to review the County's ordinances related to this same issue. The County Manager and Public Information Officer were asked to review the County's after-action report to see what was learned and offer ideas learned elsewhere.

## **X. ADJOURNMENT**

Commissioner Forte moved to adjourn the meeting at 7:54 p.m. The motion was seconded by Vice-Chairman Thompson and the vote of approval was unanimous.

---

Frank Williams, Chairman  
Brunswick County Board of Commissioners

Attest:

---

Andrea White, NCCCC  
Clerk to the Board



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**June 1, 2020**

**Action Item # V. - 7.**

**From:** Code Administration - Town of Calabash Interlocal Agreement  
Michael Slate-Director Code Administration

**Issue/Action Requested:**

Request that the Board of Commissioners approve the Interlocal Agreement between Brunswick County and the Town of Calabash to provide electrical level 2 inspection services and commercial electrical level 2 plan review services to the Town.

**Background/Purpose of Request:**

The Town of Calabash does not have the capability to provide certain services to its citizens. The Town of Calabash is requesting assistance from Brunswick County to provide electrical level 2 inspection and plan review services for the Harbor Meadows Apartment project.

**Fiscal Impact:**

Budget Amendment Required, 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 the Interlocal Agreement between Brunswick County and the Town of Calabash to provide electrical level 2 inspection services and commercial electrical level 2 plan review services to the Town.

**ATTACHMENTS:**

Description

- ▣ Calabash Interlocal Agreement

**NORTH CAROLINA**  
**BRUNSWICK COUNTY**

**INTERLOCAL AGREEMENT**  
**[For Services Only]**

**THIS INTERLOCAL 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 Town of Calabash, a municipality organized and existing pursuant to the laws of the State of North Carolina and located in Brunswick County, (hereinafter referred to as "Municipality"), party of the second part.

**WITNESSETH:**

**WHEREAS**, County and Municipality desire to establish an inter-governmental approach for the provision of services or resources, as more fully described herein;

**WHEREAS**, County and Municipality each agree that the cooperative endeavor contemplated hereby will be beneficial to both entities; and

**WHEREAS**, County and Municipality, in order to set out the provisions and conditions under which said services or resources will be provided, have entered into this Agreement as authorized by Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and promises contained herein, County and Municipality do hereby agree as follows:

**1. SERVICES**

County will provide electrical Level 2 inspections, enforcement services, and commercial electrical plan review to Municipality (hereinafter referred to collectively as the "Services") in accordance with applicable North Carolina laws and regulations.

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.

In no event shall Services provided by County under this Agreement include legal services, which shall be provided by Municipality at its own expense.

**2. TERM OF AGREEMENT**

The initial term of this Agreement begins on 04/20/2020 the ("Effective Date") and continues in effect until 04/19/2021, unless earlier terminated pursuant to any of the terms and



conditions contained herein. It is expressly agreed that this Agreement shall automatically and without further action on the part of either party be extended for one-hundred and eighty (180) days unless one of the parties gives written notice to the other party at least sixty (60) days before the end of the current term of its intention not to renew the Agreement by delivering or mailing such notice to the other party at the address(es) below.

### **3. TERMINATION**

- a. **FOR CAUSE.** Notwithstanding the foregoing, either party may terminate this Agreement upon fifteen (15) calendar days' written notice to the other party if such other party is in material breach of any provision herein and fails to cure the breach during the notice period.
- b. **WITHOUT CAUSE.** Either party may terminate this Agreement at any time without cause by giving sixty (60) calendar days' written notice to the other party.

### **4. NONAPPROPRIATION**

If the Board of County Commissioners does not appropriate the funding needed by the County to fulfill its financial obligations, if any, under this Agreement for a given fiscal year, County will not be obligated beyond the end of the last fiscal year for which funds were appropriated. In such event, County will promptly notify Municipality 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 County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

### **5. COMPENSATION**

Municipality agrees to pay County fees for the Services of seventy-five dollars (\$75.00) for each inspection performed by the County. Municipality agrees to pay County in accordance with the current fee schedule in effect by the County for all commercial plan reviews performed by the County. Unless otherwise specified, County shall bill and provide a statement of the Services to Municipality by the fifteenth day of each month, and payment shall be made by Municipality on the last day of the month in which the statement was received.

### **6. RELATIONSHIP OF PARTIES**

Both County and Municipality agree that County is acting as an independent contractor under this Agreement. Control of County personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by County. No joint agency is established by this Agreement. This Agreement does not create a partnership, joint venture, other joint endeavor, joint ownership, joint operations or personnel sharing of any kind. No joint personnel are needed by the parties in order to carry out the obligations under this Agreement.

## **7. REPRESENTATIONS**

Each party to this Agreement represents to the other party each of the following as of the Effective Date of this Agreement and covenants with the other party that each such representation will remain true and correct:

- a. It 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. It 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 it to enter into and perform its obligations under this Agreement;
- d. It shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. It shall not violate any agreement with any third party by entering into or performing the obligations under this Agreement;
- f. In fulfilling its obligations under this Agreement, it 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); and
- g. No elected or appointed official or employee has any interest (financial, employment or other) in the transactions contemplated by this Agreement.



## **8. INDEMNITY**

- a. To the extent permitted by law, County shall indemnify and hold harmless Municipality and its officers, agents and employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of County, its officers, agents and employees or any of them, in fulfilling its obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against Municipality, County shall defend the same at its sole cost and expense; provided that, Municipality retains the right to participate in said suit if any principal of government or public law is involved. If final judgment is to be rendered against Municipality and its respective officers, agents, employees or any of them, or jointly against Municipality and County and its respective officers, agents and employees, or any of them, County shall satisfy same.
- b. To the extent permitted by law, Municipality shall indemnify and hold harmless County and its officers, agents and employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of Municipality, its officers, agents and employees or any of them, in fulfilling its obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against County, Municipality shall defend the same at its sole cost and expense; provided that, County retains the right to participate in said suit if any principal of government or public law is involved. If final judgment is to be rendered against County and its respective officers, agents, employees or any of them, or jointly against County and Municipality and its respective officers, agents and employees, or any of them, Municipality shall satisfy same.
- c. By executing this Agreement, County does not assume liability or responsibility for or in any way release Municipality from any liability or responsibility which arises in whole or in part from the existence or effect of Municipality ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Municipality ordinance, rule or regulation is at issue, Municipality shall defend the same at its sole cost and expense and if judgment is entered or damages are awarded against Municipality, County or both, Municipality shall satisfy the same, including all chargeable costs and attorneys' fees.

## **9. REMEDIES**

If Municipality is in default of any payment obligation hereunder and such default is not cured by remittance of the amount owed within thirty (30) days following written notice from County of the right to cure, then County shall be entitled to specific performance under this Agreement, injunctive relive and/or direct, incidental or consequential money damages, which may include attorneys' fees.

## **10. NON-DISCRIMINATION IN EMPLOYMENT**

Neither party shall discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. The parties shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment.

## **11. COMPLIANCE WITH E-VERIFY PROGRAM**

To the extent E-Verify rules apply to this Agreement, the parties agree to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

## **12. 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 to that agreement. 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 expense.

### **13. 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.

### **14. 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.

### **15. 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.

### **16. GOVERNMENTAL IMMUNITY**

To the extent applicable, neither party waives its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

## **17. NON-WAIVER**

Failure by County at any time to require the performance by Municipality 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.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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 Municipality and County.

## **22. 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 Municipality: Town of Calabash  
882 Persimmon Road  
Calabash, NC 28467

### 23. 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]

**TOWN OF CALABASH**

By: Donna P. Long

Printed Name: Donna Prince Long

Title: Town of Calabash-Mayor



Date: MAY 12, 2020

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


**BRUNSWICK COUNTY**

\_\_\_\_\_  
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

*PER COMMISSION VOTE 05/12/20*  
**TOWN OF CALABASH**

  
\_\_\_\_\_  
Chuck Nance, Town Administrator  
Town of Calabash, North Carolina

APPROVED AS TO FORM

  
\_\_\_\_\_  
Town of Calabash Attorney





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**June 1, 2020**

**From:**  
Bryan W. Batton

**Action Item # V. - 8.**

County Attorney - Bluffs on the Cape Fear, Phase 3, Section 3  
Deed of Dedication

**Issue/Action Requested:**

Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in The Bluffs on the Cape Fear, Phase 3, Section 3, Lots 334-345, Lots 372-376, and Lots 378-383.

**Background/Purpose of Request:**

BBTB Real Properties NC, LLC has submitted a Deed of Dedication for water and sewer infrastructure in The Bluffs on the Cape Fear, Phase 3, Section 3, Lots 334-345, Lots 372-376, and Lots 378-383. 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

\$ 45,500.00 for water

\$ 68,900.00 for sewer

**Approved By County Attorney:**

Yes

**County Attorney's Recommendation:**

Accept the Deed of Dedication for water and sewer infrastructure from BBTB Real Properties NC, LLC.

**County Manager's Recommendation:**

Recommend the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in The Bluffs on the Cape Fear, Phase 3, Section 3, Lots 334-345, Lots 372-376, and Lots 378-383.

**ATTACHMENTS:**

Description

- Bluffs on the Cape Fear, Ph 3, Section 3 DOD

Prepared by Price & Williams, P.A. D. Robert Williams, Jr Excise Stamps: no taxable consideration

---

NORTH CAROLINA

**DEED OF DEDICATION**

BRUNSWICK COUNTY

---

This DEED OF DEDICATION, made and entered into this 11 day of May, 2020, by and between **BBTB REAL PROPERTIES NC, LLC**, a North Carolina limited liability company, successor in interest to River Bluff Holdings II, LLC, having a mailing address, to wit: PO Box 4937, Pinehurst, NC 28374, hereinafter referred to as "DEVELOPER," and **BRUNSWICK COUNTY**, a governmental entity created and existing under the laws of the State of North Carolina, hereinafter referred to as "GRANTEE," whose mailing address is PO Box 249, Bolivia, NC 28422.

WITNESSETH

WHEREAS, DEVELOPER is the owner of a certain tract or parcel located in Northwest Township, Brunswick County, North Carolina, said property being better known as The Bluffs on the Cape Fear; Subdivision and

WHEREAS, DEVELOPER has caused to be installed water distribution lines and sanitary sewer lines under and along the road rights of way and within the boundaries of certain tracts herein described and referenced; and

WHEREAS, DEVELOPER wishes to obtain water and sanitary sewer service from the GRANTEE for the property, and to make water and sanitary sewer service from Grantee's system available to the individual owners; and

WHEREAS, GRANTEE has adopted through appropriate resolution stated policy regarding water distribution and sanitary sewer systems under the terms of which, among other things, in order to obtain water and sanitary sewer service for said development Developer must convey title to the water distribution and sanitary sewer lines to Grantee through an instrument of dedication acceptable to Grantee;

NOW, THEREFORE, DEVELOPER, for and in consideration of Grantee accepting said water and sanitary sewer lines and making water and sanitary sewer service available to said subdivision, DEVELOPER, does hereby give, grant and convey unto GRANTEE, its lawful successors or assigns, the following described property:

**All of the subsurface water and distribution lines, sanitary sewer lines, lift stations and related facilities serving The Bluffs on the Cape Fear development and located within the following rights-of-ways and parcels of land: ALL of Lots 334 through 345 and 372 through 376 and 378 through 383, together with that portion of the variable width rights-of-way designated as "Bay Colony Road and Belle Meade Way" that touch and concern the aforementioned lots, as is shown on that certain map entitled "Final Plat of The Bluffs on the Cape Fear - Phase 3", recorded in Map Cabinet 43, Pages 96 through 99, Brunswick County Registry and a map entitled "Revised Final Plat of The Bluffs on the Cape Fear - Phase 3," recorded in Map Cabinet 115, Pages 32 through 35, Brunswick County Registry. Reproducible copies of said plats are on file with Brunswick County.**

**Lots 334 through 345, 372 through 376 and 378 through 383 are further described and illustrated on the Record Drawings of the Bluffs on the Cape Fear, Phase 3 Section 3, as prepared by McKim & Creed, dated 1/28/20.**

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

Non-exclusive easements over, along and upon the entire area of the streets and cul-de-sacs as depicted on the maps and serving the areas referenced above for the purpose of entry into the subdivision for maintenance, repair and upkeep of the water and sanitary 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 or assigns, equal rights of easement and easement over, in, above, among 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 and cable.

AND DEVELOPER does hereby covenant that it is seized of said water distribution and sanitary 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 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 party has hereunto set its hand and seal the day above first above written.

**BBTB REAL PROPERTIES NC, LLC**

By: \_\_\_\_\_

Name: Douglass S. Talbot, Manager

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Douglass S. Talbot, Manager of BBTB Real Properties NC, LLC.

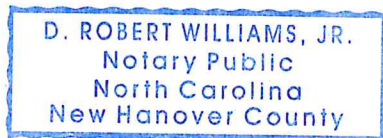
Today's Date: May 11, 2020.

\_\_\_\_\_

[Notary's signature as name appears on seal]

D. Robert Williams Jr.

[Notary's printed name as name appears on seal]



My commission expires: July 25, 2022

[Affix Notary Seal in Space Above]

**ACCEPTANCE OF DEED**

**THIS Deed of Dedication and accompanying affidavit for BBTB Real Properties NC, LLC was accepted by the Brunswick County Board of Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

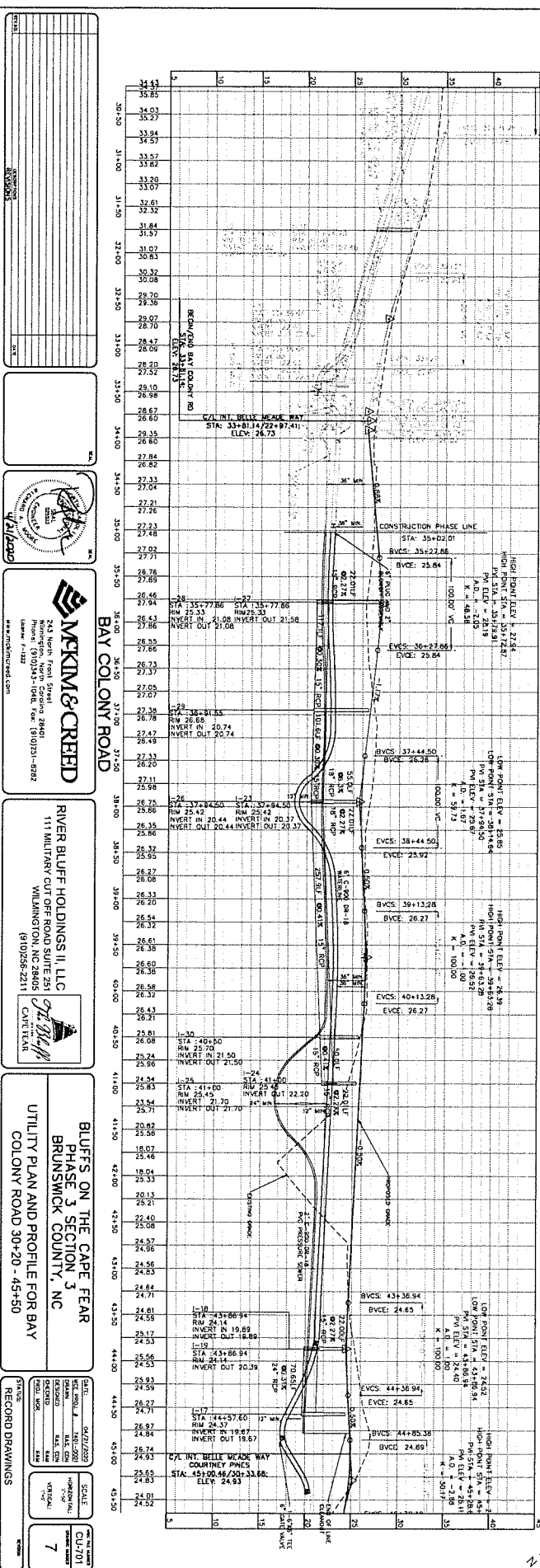
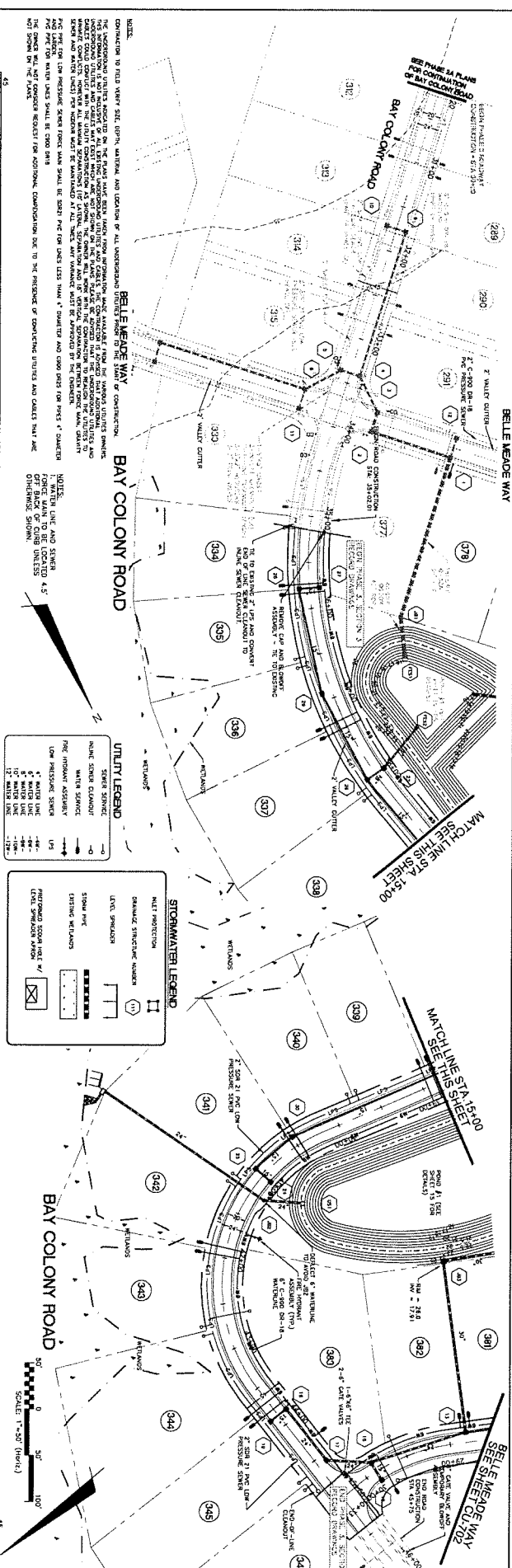
**Brunswick County Board Of Commissioners**

**By: \_\_\_\_\_  
Frank Williams, Chairman**

\_\_\_\_\_  
**Andrea White,  
Clerk to the Board**







**MEKIN & CREED**  
111 MILITARY CUT OFF ROAD SUITE 251  
WILMINGTON, NC 28405  
(910) 256-2211

**BLUFFS ON THE CAPE FEAR**  
PHASE 3 SECTION 3  
BRUNSWICK COUNTY, NC  
UTILITY PLAN AND PROFILE FOR BAY  
COLONY ROAD 30+20 - 45+50

**RECORD DRAWINGS**

DATE	BY	CHKD	APPD
04/22/2023	J. HARRIS	J. HARRIS	J. HARRIS
04/22/2023	J. HARRIS	J. HARRIS	J. HARRIS
04/22/2023	J. HARRIS	J. HARRIS	J. HARRIS

SCALE: 1"=40'

CUT 7





Prepared by Price & Williams, P.A. *D. Robert Williams, Jr.*

---

**STATE OF NORTH CAROLINA**

**AFFIDAVIT**

**COUNTY OF BRUNSWICK**

---

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

1. THAT it is the owner of certain property located in Northwest Township, Brunswick County, North Carolina, known as The Bluffs on the Cape Fear Subdivision, containing Lots 334 through 345, Lots 372 through 376 and Lots 378 through 383, together with that portion of the variable width rights-of-way designated as "Bay Colony Road" and "Belle Meade Way" that touch and concern the aforementioned lots, as more particularly described in a Deed of Dedication of even date herewith.
2. THAT it has caused to be installed water distribution and sanitary sewer lines under and along the road right of ways of the property hereinafter described and referenced:

**All of the subsurface water and distribution lines, sanitary sewer lines, lift stations and related facilities serving The Bluffs on the Cape Fear development and located within the following rights-of-ways and parcels of land: ALL of Lots 334 through 345 and 372 through 376 and 378 through 383, together with that portion of the variable width rights-of-way designated as "Bay Colony Road and Belle Meade Way" that touch and concern the aforementioned lots, as is shown on that certain map entitled "Final Plat of The Bluffs on the Cape Fear - Phase 3", recorded in Map Cabinet 43, Pages 96 through 99, Brunswick County Registry and a map entitled "Revised Final Plat of The Bluffs on the Cape Fear - Phase 3", recorded in Map Cabinet 115, Pages 32 through 35, Brunswick County Registry. Reproducible copies of said plats are on file with Brunswick County.**

Lots 334 through 345, 372 through 376 and 378 through 383 are further described and illustrated on the Record Drawings of the Bluffs on the Cape Fear, Phase 3 Section 3, as prepared by McKim & Creed, dated 1/28/20.

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

IN WITNESS WHEREOF, the Affiant has caused this instrument to be executed by its authorized officer(s) this the 11 day of May, 2020.

BBTB REAL PROPERTIES NC, LLC

By: [Signature]  
Name: Douglass S. Talbot, Manager

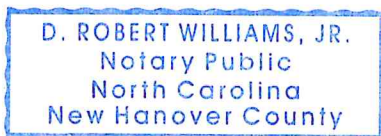
STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Douglass S. Talbot, Manager of BBTB Real Properties NC, LLC.

Today's Date: May 11, 2020.

[Signature]  
[Notary's signature as name appears on seal]



D Robert Williams Jr  
[Notary's printed name as name appears on seal]

My commission expires: July 25, 2022

[Affix Notary Seal in Space Above]



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**June 1, 2020**

**Action Item # V. - 9.**

**From:**  
Bryan W. Batton

County Attorney - New South Bridge, Ph 3, Lots 126-170 Deed of Dedication

**Issue/Action Requested:**

Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in New South Bridge, Phase 3, Lots 126-170.

**Background/Purpose of Request:**

J & S Land Development, LLC has submitted a Deed of Dedication for water and sewer infrastructure in New South Bridge, Phase 3, Lots 126-170. 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

\$ 108,947.00 for water

\$ 156,993.00 for sewer

**Approved By County Attorney:**

Yes

**County Attorney's Recommendation:**

Accept the Deed of Dedication for water and sewer infrastructure from J & S Land Development, LLC.

**County Manager's Recommendation:**

Recommend the Board accept the Deed of Dedication for water and sewer infrastructure in New South Bridge, Phase 3, Lots 126-170.

**ATTACHMENTS:**

Description

- ▣ New South Bridge, Ph 3, Lots 126-170 DOD

Prepared By: Steve Shuttleworth  
STATE OF NORTH CAROLINA

**DEED OF DEDICATION**

**COUNTY OF BRUNSWICK**

**THIS DEED OF DEDICATION** is made and entered into this 15  
\_\_\_\_ day of May, 2020, by and between J&S Land Development LLC, a North Carolina  
limited liability company with an office and place of business located at 711 Carolina Beach Ave  
N Carolina Beach NC 28428, and conducting business in Brunswick County, North Carolina,  
party of the first part, hereinafter referred to as Developer, and the County of Brunswick, a  
governmental entity created and existing under the laws of the State of North Carolina, party of  
the second part, hereinafter referred to as Grantee; *whose mailing address is*  
*PO Box 249, Bolivia, NC 28422.*

**WITNESSETH:**

**WHEREAS**, Developer is the owner and developer of a tract or parcel located in  
Bolivia Township, Brunswick County, North Carolina, known as New South Bridge Subdivision  
(the "Property"); and

**WHEREAS**, Developer has caused to be installed water and sewer pipelines under and  
along the road rights-of-way hereinafter described and referenced; and

**WHEREAS**, Developer wishes to obtain water and/or sewer service from Grantee for the  
Property and to make water and/or sewer from Grantee's system available to individual owners;  
and

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

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

All water and/or sewer pipelines, equipment, and apparatuses used in the water distribution system and/or sewer collection system that is constructed upon the property more fully depicted in the plat recorded at Map Cabinet 121, Page 5, which plat is hereby incorporated by reference as if fully set forth herein.

A perpetual and non-exclusive easement under, along, and upon the entire area of the roads, streets, and cul-de-sac rights-of-ways as depicted in the plat recorded at Map Cabinet 121, Page 5.

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

Non-exclusive easements over, along and upon the entire area of the streets and cul-de-sacs depicted on the maps and serving the areas referenced above for purposes of entry into the subdivision for maintenance, repair and upkeep of the water and/or sewer distribution systems and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs reserving unto 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.

Furthermore, Developer does hereby covenant that it is seized of said real property and personal property 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 Developer has caused this instrument to be duly executed as of the day and year first written above.

Steve Shuttleworth  
**Developer's Name**  
 (Seal)  
**Developer's Signature**

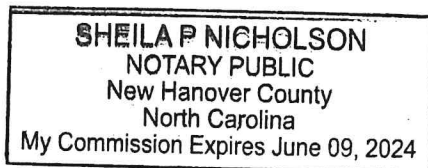


STATE OF NORTH CAROLINA

COUNTY OF New Hanover County

I, a Notary Public of the County and State aforesaid, do hereby certify that Steve Shuttlesworth personally came before me this day, and I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NC DL 000039600153; and he has acknowledged that he is the Member Manager of J&S Land Development LLC, a North Carolina limited liability company, and that he, as Member Manager, being authorized to do so, executed the foregoing on behalf of J&S Land Development LLC

Witness my hand and official seal, this 18 day of May, 2020.



(NOTARY SEAL)

Sheila P. Nicholson  
Signature of Notary Public

Sheila P. Nicholson  
Printed Name of Notary Public

My Commission Expires: 6/9/2024

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit was accepted by the Brunswick County Board of Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

COUNTY OF BRUNSWICK

\_\_\_\_\_  
Frank Williams, Chairman  
Brunswick County Board of Commissioners

Attest:

\_\_\_\_\_  
Andrea White  
Clerk to the Board



**STATE OF NORTH CAROLINA**

**AFFIDAVIT**

**COUNTY OF BRUNSWICK**

J&S Land Development LLC, a North Carolina limited liability company with an office and place of business in New Hanover County and conducting business in Brunswick County, North Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Bolivia Township, Brunswick County, North Carolina, known as New South Bridge Subdivision, containing lots numbered 126 through 163 and 166 through 170 as more particularly described in a Deed of Dedication in favor of the County of Brunswick of even date herewith.
2. That it has caused to be installed water distribution lines and/or sewer pipelines under and along the road right-of-ways for the property hereinafter described and referenced:

All water and/or sewer pipelines, equipment, and apparatuses used in the water distribution system and/or sewer collection system that is constructed upon the property more fully depicted in the plat recorded at Map Cabinet, Page 121<sup>5</sup>, which plat is hereby incorporated by reference as if fully set forth herein.

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

and/or sewer pipelines 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 and/or sewer pipelines installed therein which would in any way jeopardize title to the subdivision or the water distribution system and/or sewer collection system located therein.

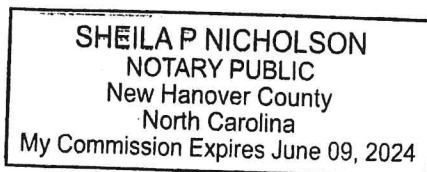
IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer, this the 18 day of May, 2020.

Steve Shuttleworth  
Developer's Name  
[Signature] (Seal)  
Developer's Signature

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

Signed and sworn to before me this day by Steve Shuttleworth



(NOTARY SEAL)

[Signature]  
Signature of Notary Public  
Sheila P. Nicholson  
Printed Name of Notary Public

My Commission Expires: 6/9/2024



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**June 1, 2020**

**From:**  
Julie A. Miller

**Action Item # V. - 10.**  
Finance - Fiscal Items

**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 - 619 COVID-19 Crisis Response Aid**

Budget Amendment appropriates \$114,310 of Federal Revenues restricted for the Division of Public Health Agreement Addendum approved at the 4/20/20 board meeting for activity 619 COVID-19 Crisis Response. This funding is intended for state, local, territorial, and tribal health departments to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities. These funds are in addition to funds CDC previously awarded to select jurisdictions for COVID-19 response activities.

**-SAMHSA Royal Cab Contract Amendment**

Approve an additional \$5,000 contract amendment for Royal Cab Company which provides transportation services to drug treatment participants through the SAMHSA grant to overcome obstacles of participants getting to treatment. Contract initially approved at the 9/16/19 board meeting and the YR2 Substance Abuse and Mental Health Services Administration (SAMHSA) Expansion Grant was approved at the 08/05/2019 with a grant budget period on 9/29/2020.

**- Budget Amendment JCPC Teen Court Discretionary Funds**

Appropriate state revenues restricted of \$2,196 in discretionary funds awarded by the Juvenile Crime Prevention Council from the NC Department of Public Safety. Additional dollars to fund Microsoft Surface Computers and related equipment to continue Teen Court activities via internet due to COVID. Discretionary awards for the 2019-2020 are being treated as expansion funds and require no match unless the funds are used for the purchase of equipment or capital outlay (valued at \$500 or more with a useful life in excess of one year). Match is met with initial award matching dollars.

**Background/Purpose of Request:**

**Fiscal Impact:**

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

**ATTACHMENTS:**

## Description

- ▣ 20200601 Budget Amendment 619 COVID-19 Crisis Response Aid
- ▣ 20200601 Attach Royal Cab - Services Agreement Amendment
- ▣ 20200601 Budget Amendment JCPC Teen Court Discretionary Funds

Request Info						
Type		Budget Amendment				
Description		619 COVID Crisis Response Aid				
Justification		Board Meeting 6/1/2020 - Appropriate Federal Revenues restricted for the Division of Public Health Agreement Addendum approved at the 4/20/20 board meeting for activity 619 COVID-19 Crisis Response. This funding is intended for state, local, territorial, and tribal health departments to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities. These funds are in addition to funds CDC previously awarded to select jurisdictions for COVID-19 response activities.				
Originator		Christina Kennedy				
Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
135186	331000	Bioterrorism Preparedness	Federal Revenues	114310	Increase	Credit
135186	465510	Bioterrorism Preparedness	Grant Subsidy-COVID-19	114310	Increase	Debit
Total						
Grand Total:				228620		

**AMENDMENT TO SERVICES AGREEMENT**

This Amendment to Services Agreement (the "Amendment") is made and entered into this the 1<sup>st</sup> day of June, 2020, by and between Brunswick County (hereinafter referred to as "County") and A Plus Royal Cab Company, LLC (hereinafter referred to as "Provider").

**WITNESSETH:**

WHEREAS, County and Provider entered into a Services Agreement (the "Agreement") effective September 30, 2019; and

WHEREAS, County and Provider wish to increase the funding available under the Services Agreement by an additional \$5,000.00.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Compensation section of Exhibit "A" is hereby deleted in its entirety and replaced with the following:

Compensation.

The County will pay Provider \$2.50/mile. Additionally, County will pay Provider a \$10.00 fee for any no-show. In no event shall the total paid by County to Provider hereunder exceed \$14,999.00, inclusive of mileage and any no-show fees.

2. Except as otherwise amended herein, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Amendment by their duly authorized representatives.

ATTEST:

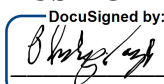
**BRUNSWICK COUNTY**

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Frank Williams  
Chairman

[SEAL]

**A PLUS ROYAL CAB COMPANY, LLC**

By:  \_\_\_\_\_  
DocuSigned by:  
884532CD0976485...

Printed Name: Philip Taylor

Title: Owner

Date: 5/20/2020 \_\_\_\_\_

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

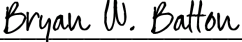
DocuSigned by:



Julie A. Miller, Finance Director  
Brunswick County, NC

APPROVED AS TO FORM

DocuSigned by:



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

Request Info	
<b>Type</b>	Budget Amendment
<b>Description</b>	JCPC TC Discretionary Funds
<b>Justification</b>	Board Meeting 6/1/2020 - Appropriate state revenues restricted of \$2196 in discretionary funds awarded by the Juvenile Crime Prevention Council from the NC Department of Public Safety. Additional dollars to fund Microsoft Surface Computers and related equipment to continue Teen Court activities via internet due to COVID. Discretionary awards for the 2019-2020 are being treated as expansion funds and require no match unless the funds are used for the purchase of equipment or capital outlay (valued at \$500 or more with a useful life in excess of one year). Match is met with initial award matching dollars.
<b>Originator</b>	Christina Kennedy

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
105846	332000	Teen Court - JCPC	State Revenues - Restricted	2196	Increase	Credit
105846	465500	Teen Court - JCPC	Grant Subsidy	2196	Increase	Debit

Total	
<b>Grand Total:</b>	4392





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**June 1, 2020**

**Action Item # V. - 11.**

**From:**

Aaron Perkins, Director of Parks & Recreation

Parks & Recreation - Ocean Isle Beach Tennis Court Resurfacing

**Issue/Action Requested:**

Request the Board of Commissioners consider approving the Outer Banks Tennis proposal in the amount of \$38,884.86.

**Background/Purpose of Request:**

Due to a wide spread of cracking and stress fractures to the existing tennis courts. Staff started to receive calls and emails in mid May of 2019. Public concern of the safety issues of the cracking on the courts. Staff addressed the issue by working with southern asphalt in August 2019. Attachment A shows the Southern Asphalt repairs. The patch work is now beginning to settle and is ready for the resurfacing material to level the areas for a smooth transition area.

This project is within the construction budget for the Ocean Isle Beach Project.

**Fiscal Impact:**

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

**Approved By County Attorney:**

Yes

**County Attorney's Recommendation:**

Contract sent in Docusign. It will be uploaded prior to meeting.

**County Manager's Recommendation:**

Recommend the Board of Commissioners consider approving the Outer Banks Tennis proposal in the amount of \$38,884.86.

**ATTACHMENTS:**

Description

- ☐ Ocean Isle Beach Tennis Courts Resurfacing Proposals
- ☐ Ocean Isle Beach Bid Tabs
- ☐ Attachment A
- ☐ Services Agreement

**Outer Banks Tennis Contractors LLC.**

**P.O. Box 363**

Enfield, North Carolina 27823

**PROPOSAL**

September 27, 2019

Ocean Isle Beach Park

6483 Old Georgetown Road

Ocean Isle Beach, N.C. 28469

C/O Mr. Greg White

PROPOSAL for Ocean Isle Beach Park, incident to the Tennis facilities improvements for two batteries of four 240X120 (8) hard tennis courts at the above mentioned site.

OBTC will perform the following;

- a) Clean courts surface (inside fence perimeter) of all foreign materials and debris.
- b) Torch (heat) cut edges too insure adhesion between the newly repaired asphalt and the existing asphalt. (approx. 800 feet)
- c) Supply and Install a leveling coarse to repaired areas.
- d) Using a mechanical grinder, smooth and level all elevated areas.
- e) Clean all existing surface and structural cracks in order to receive crack repair materials.(NOTE: surface cracks may reappear in time, structural cracks Will reappear in time).
- f) Supply and install court patch binder mixture to all cracked areas and level.
- g) Clean, fill and level all water retaining depressions on courts.(marked by owner)
- h) Supply and apply (3) three sand filled color coats to newly prepared areas.
- i) Supply and install (3) three sand filled color coats to entire surface area, (Colors to be determined).
- j) Layout, mask and hand paint one coat of line sealer and one coat of white acrylic line paint as per USTA specifications.
- k) Remove all material waste from site after completion.
- l) Guarantee workmanship for two years and materials for one year(manufacturer warranty) after completion.

Total Base amount    \$ 38,884.86

Signed \_\_\_\_\_

Date \_\_\_\_\_

John J McCann Jr

North Carolina General Contractors License # 67990

NORTH STATE RESURFACING, CO.  
Post Office Box 387  
Wendell NC 27591  
Phone: (919) 365-7500  
www.northstateresurfacing.com



PROPOSAL  
Proposal number: 100661  
Page number: 1 of 1  
Date: 10-11-2019

PROPOSAL SUBMITTED TO: Greg White

Name: Brunswick County Parks & Recreation

Address: greg.white@brunswickcountync.gov

Phone: 910-523-0169

WORK TO BE PERFORMED AT:

Name: Ocean Isle Beach Park

Address: 6483 Old Georgetown Rd SW  
Ocean Isle Beach, NC 28469

Job Site: Tennis courts

We hereby propose to furnish the materials and perform the labor necessary for the completion of: The repair and resurfacing of eight (8) all-weather tennis courts with overall dimensions of approximately 120' x 240' (2).

**Surface preparation:**

1. Clean and scrape courts of all loose material, dirt, foreign matter and debris.
2. Remove vegetation from cracks and the perimeter of the courts.
3. After vegetation has been removed, burn root growth with a propane burner then treat with herbicide.
4. Thoroughly flood the entire court surface if necessary, allow to drain for one hour then locate and mark birdbaths to be patched.
5. Patch any depressions holding more than 1/8" of water after being allowed to drain for one hour using an acrylic patch material.
6. Patch any structural cracks, dings, etc. in the asphalt surface using an acrylic patching material.
7. Patch all small holes in the surface caused by decaying wood particles in the original asphalt mix using an acrylic patching material.
8. Patch asphalt patches, (previously installed), with an acrylic patching material to blend and smooth with the surrounding surface then overlay patches using Fortress 97423, Polyester Fabric.
9. Install Fortress 97423, Polyester Fabric over areas on the surface which is exhibiting extensive surface cracks.

**Surfacing:**

1. Apply **one (1)** coat of Novasurface, sand filled acrylic resurfacer to the entire court surface, as a filler coat following the manufacturer's directions and application rates.
2. Apply **two (2)** coats of Nova Combination Surface, sand filled acrylic latex compound to the entire court surface as a texture coat and a finish coat following the manufacturer's directions and application rates.

**Playing lines:**

1. Layout, tape and hand paint 2" wide playing lines using Novatex, textured acrylic white line paint. Dimensions of the playing lines are to conform to USTA specifications.
2. Masking tape shall be sealed prior to painting playing lines using Nova Seal-A-Line.

**Completion:**

1. Clean net posts and paint using Rustoleum spray paint.
2. Hang nets to regulation height and tension.
3. Clean job site, dispose of all debris and leave courts ready for play.

**Note:** Owner shall provide potable water and electricity to within 200' of courts. Suitable access to the courts shall be provided along with an area for washing our equipment.

**Color:** US Open Blue inbounds and US Open Green perimeter.

**Guarantee:** Two (2) years against defective materials and labor. The appearance of cracks are not guaranteed with the exception of the areas on the court surface where the Fortress 97423 Polyester Fabric have been installed in which case these areas are guaranteed against the appearance of cracks for two (2) years. Standing water may only be minimized due to inadequate slope/drainage.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

**Fifty Four Thousand Four Hundred Fifty and no/100**

**DOLLARS ( \$54,450.00 )**

with payments to be made as follows: Due upon completion. Unpaid balances are subject to finance charges of 1.5% per month.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

RESPECTFULLY SUBMITTED BY: *North State Resurfacing, Co.*

PER: Michael A. Alford

*Michael A. Alford*

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

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COLOR SELECTIONS: Inbounds \_\_\_\_\_

Perimeter \_\_\_\_\_



## Greg White

---

**From:** nsplus@frontier.com  
**Sent:** Tuesday, October 22, 2019 2:54 PM  
**To:** Greg White  
**Subject:** FW: 55,000 turn key / New nets extra at 165 each plus shipping and tax

**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.

Greg:

They is additional cost if we pump in the sports additive. Just want you do be clear  
On that. I think it would be nice to have some new nets and straps. But that's your  
Call. Thanks Max

---

**From:** nsplus@frontier.com <nsplus@frontier.com>  
**Sent:** Tuesday, October 22, 2019 1:26 PM  
**To:** 'Greg White' <Greg.White@brunswickcountync.gov>  
**Subject:** 55,000 turn key / New nets extra at 165 each plus shipping and tax

Ocean Isles Beach Park- Offer \$55,000.00  
6875.00 Per Court thanks MAX  
Let me know how this looks and I will type it up thanks Max

2/2 combo  
1250 If riteway crack repair  
Need to get on it while the weather is 55 and raising  
Option Additive to use at around 50 thanks Max  
Price good for thirty days. Expect labor and material increase next year  
240 x 120 x 2  
Dark Green pads and Light Comp Green outer thanks Max



NRSM, INC.  
Max Davis  
3405 Oak Street Suite C  
Myrtle Beach, SC 29577  
[www.netsportsplus.com](http://www.netsportsplus.com)  
[nsplus@frontier.com](mailto:nsplus@frontier.com)  
843.916.8218 Office  
843.916.8210 Fax

# Ocean Isle Beach Park Tennis Courts

Highlighted area indicates recommendation

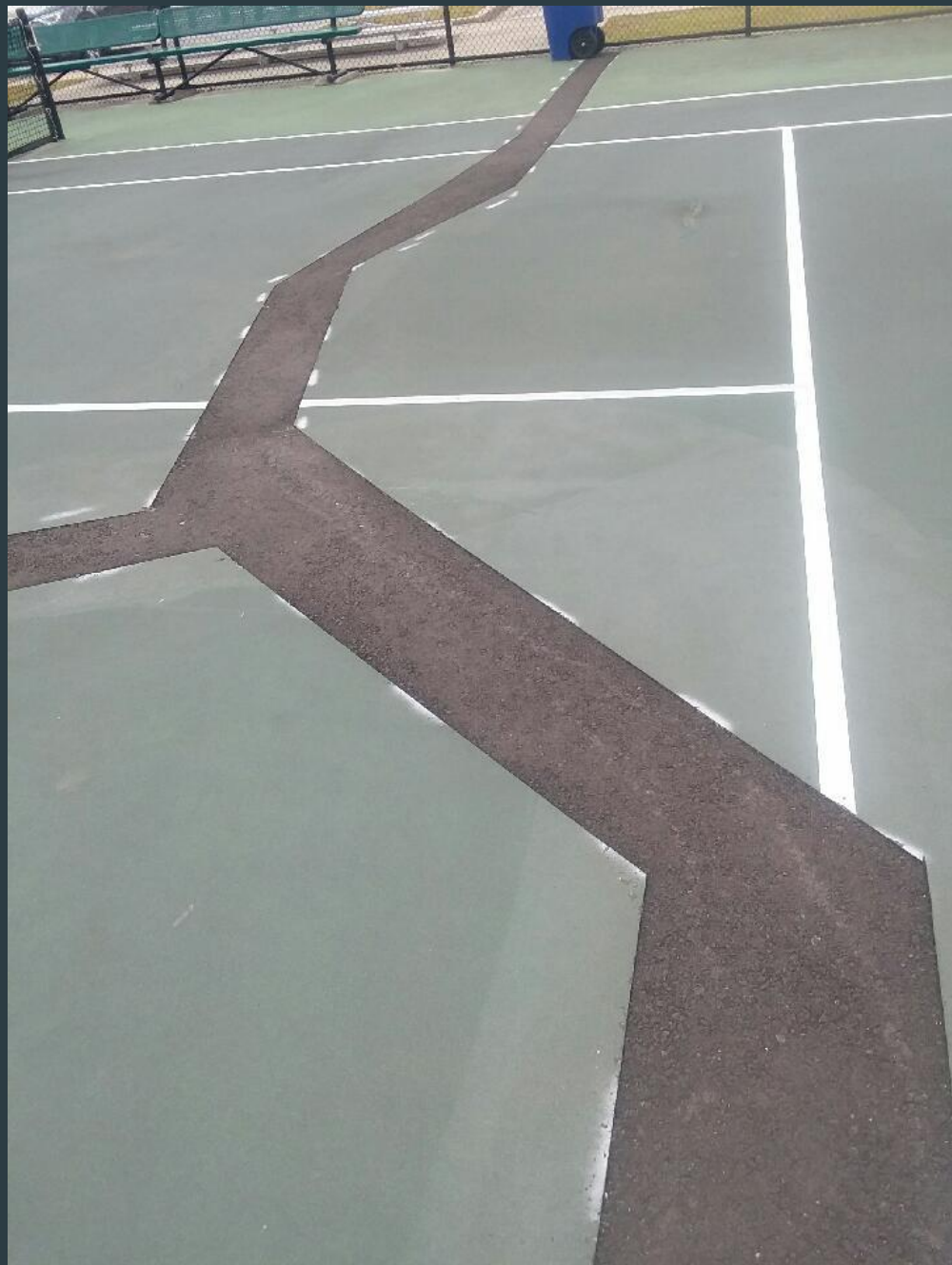
## Tennis Court Resurfacing

Company			Total Turn Key Price
Outer Banks Tennis			\$ 38,884.86
NSR			\$ 54,450.00
Net Results			\$ 55,000.00

|

|

# Ocean Isle Beach Park Tennis Courts









**NORTH CAROLINA**

**BRUNSWICK COUNTY**

**SERVICES AGREEMENT**

**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 Outer Banks Tennis Contractors, L.L.C., (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 the Proposal attached hereto as Exhibit “A” and incorporated herein by reference.

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

**2. TERM OF AGREEMENT AND TERMINATION**

The term of this Agreement begins on 06/01/2020 (the “Effective Date”) and continues in effect until 08/31/2020, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving thirty (30) days’ written notice to 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  
Fax: 910-253-2022
- ii. For the Provider: Outer Banks Tennis Contractors, L.L.C.  
614 Sherrod Heights  
Enfield , NC 27823

**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]

**OUTER BANKS TENNIS CONTRACTORS, L.L.C.**

DocuSigned by:  
By: John J. McCann, Jr.  
AA3D4195422744B...

Printed Name: John J. McCann, Jr.

Title: Owner

Date: 5/26/2020

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

DocuSigned by:  
Julie A. Miller  
1d229971800011B3  
Julie A. Miller, Finance Director  
Brunswick County, North Carolina

**APPROVED AS TO FORM**

DocuSigned by:  
Bryan W. Batton  
1d229971800011B3  
Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Assistant County Attorney

**EXHIBIT "A"**  
**PROPOSAL**

**Outer Banks Tennis Contractors LLC.**  
**P.O. Box 363**  
Enfield, North Carolina 27823  
**PROPOSAL**  
September 27, 2019

Ocean Isle Beach Park  
6483 Old Georgetown Road  
Ocean Isle Beach, N.C. 28469  
C/O Mr. Greg White

PROPOSAL for Ocean Isle Beach Park, incident to the Tennis facilities improvements for two batteries of four 240X120 (8) hard tennis courts at the above mentioned site. OBTC will perform the following;

- a) Clean courts surface (inside fence perimeter) of all foreign materials and debris.
- b) Torch (heat) cut edges too insure adhesion between the newly repaired asphalt and the existing asphalt. (approx. 800 feet)
- c) Supply and Install a leveling coarse to repaired areas.
- d) Using a mechanical grinder, smooth and level all elevated areas.
- e) Clean all existing surface and structural cracks in order to receive crack repair materials.(NOTE: surface cracks may reappear in time, structural cracks Will reappear in time).
- f) Supply and install court patch binder mixture to all cracked areas and level.
- g) Clean, fill and level all water retaining depressions on courts.(marked by owner)
- h) Supply and apply (3) three sand filled color coats to newly prepared areas.
- i) Supply and install (3) three sand filled color coats to entire surface area, (Colors to be determined).
- j) Layout, mask and hand paint one coat of line sealer and one coat of white acrylic line paint as per USTA specifications.
- k) Remove all material waste from site after completion.
- l) Guarantee workmanship for two years and materials for one year(manufacturer warranty) after completion.

Total Base amount    **\$ 38,884.86**

John J McCann Jr

North Carolina General Contractors License # 67990



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**June 1, 2020**

**From:**  
John Nichols, P.E.

**Action Item # V. - 12.**

Utilities - Northeast Brunswick Regional Force Main Off-Site Transmission Improvements Project Soil Testing Protocols Agreement McKim & Creed and Associated Budget Amendment

**Issue/Action Requested:**

Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to approve, subject to County Attorney review and approval, the Professional Services Agreement for Architectural, Engineering, and/or Surveying Services with McKim & Creed, P.A., in the amount of \$80,200 for engineering services associated with the addition to the Northeast Brunswick Regional Force Main Off-Site Transmission Improvements Project to develop Soil Testing Protocols, provide daily on-site environmental monitoring during construction, and develop an employee safety plan.

**Background/Purpose of Request:**

In 2018 the Board of Commissioners approved an agreement with McKim & Creed, P.A., for development the Northeast Brunswick Regional Wastewater Treatment Plant Expansion and Phase II of the Force Main Extension. A portion of the off-site force mains serving the project runs through a superfund site. The owner of the Kerr McGee superfund site (Greenfield Trust) has recently requested the county develop a Soil Testing Protocol, provide daily on-site environmental monitoring during construction, and develop an employee safety plan in order to allow construction to begin on its property. In April of 2020, the county requested Statements of Qualifications (SOQs) from professional firms to provide these services. In May, the county received nine SOQs from qualified firms and the selection committee selected McKim & Creed, P.A., based on qualifications and experience with similar projects.

A final scope of work for the project has been negotiated with McKim & Creed, P.A., that includes initial developing a Soil Testing Protocol, providing daily on-site environmental monitoring during construction, and developing an employee safety plan.

Staff recommends approval of the proposed contract with McKim & Creed, P.A., in the amount of \$80,200.

**Fiscal Impact:**

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

**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 approve, subject to County Attorney review and approval, the Professional Services Agreement for Architectural, Engineering, and/or Surveying Services with McKim & Creed, P.A., in the amount of \$80,200 for engineering services

associated with the addition to the Northeast Brunswick Regional Force Main Off-Site Transmission Improvements Project to develop Soil Testing Protocols, provide daily on-site environmental monitoring during construction, and develop an employee safety plan.

**ATTACHMENTS:**

Description

- Professional Services Agreement

**NORTH CAROLINA  
BRUNSWICK COUNTY**

**PROFESSIONAL SERVICES AGREEMENT  
FOR ARCHITECTURAL, ENGINEERING  
AND/OR SURVEYING SERVICES  
(Mini-Brooks Act/Qualification Based Selection)**

**THIS PROFESSIONAL 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” or “Owner”), party of the first part and McKim & Creed, P.A., (hereinafter referred to as “Provider” or “Engineer”), party of the second part.

**WITNESSETH:**

**1. SERVICES; FEES**

Provider agrees to perform the services (hereinafter referred to as the “Services”) in connection with the project (hereinafter referred to as the “Project”), as more fully set forth on Exhibit “A” and Exhibit “B” 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 one (1) business day after approval by the Brunswick County Board of Commissioners or execution of the Agreement by County, whichever is later (the “Effective Date”). Engineer shall complete the Services in accordance with the schedule set forth on Exhibit “B”, unless this Agreement is sooner terminated or amended as provided herein. The County may terminate this Agreement at any time without cause by giving written notice to Provider. The County may set the effective date of termination at a time up to thirty (30) days following notice to Engineer to allow Engineer ample time to complete tasks for which value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks and/or to assemble Project materials in orderly files. 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. BRUNSWICK COUNTY GENERAL CONDITIONS OF THE CONTRACT**

This Agreement, in addition to any construction documents prepared hereunder, shall be subject to the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts), unless the County directs otherwise. In the event of a conflict between the General Conditions of the Contract and this Agreement, this Agreement shall prevail.

### **4. 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.

### **5. COMPENSATION**

The County agrees to pay Provider as specified in the Exhibits attached hereto 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 forty-five (45) 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.

### **6. 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.

## **7. OPINIONS OF COST**

If applicable, Provider shall provide opinions of probable construction costs, including but not limited to, designer fees, costs of construction, costs of equipment, furnishings, signage, permit fees and appropriate contingencies, at Project intervals determined by County. Such opinions of costs shall be representative of Provider's best judgment as an experienced and qualified professional generally familiar with the construction industry. The parties acknowledge that actual bids, proposals and costs may vary from Provider's opinions of costs based on the cost of labor, materials, equipment or services furnished by others, differing methods for determining prices, competitive bidding or other market conditions. When requested by County, Provider shall participate in rebidding, renegotiation and design adjustments to the extent such are necessary to reduce Project costs. Such services shall be performed by Provider without additional compensation.

## **8. ACCOUNTING RECORDS**

Provider shall maintain accounting records in accordance with generally accepted accounting practices and shall make such records available for inspection by County upon reasonable request and during normal business hours for a period of three (3) years following completion of the Services.

## **9. PERMITS AND APPROVALS**

Provider shall provide County with a schedule of all required approvals and the dates by which application for such approvals must be made in order to avoid any risk of delay to the Project. Provider shall prepare the necessary application forms, present documents requiring approval by County and submit documents with County approval to appropriate federal, state and local government or other agencies in a timely manner. County shall be financially responsible for all necessary permits, licenses, approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

## **10. 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 has not engaged in corrupt, fraudulent or coercive practices in competing for or executing this Agreement;
- g. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- h. 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);
- i. 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;
- j. Provider shall be responsible for all errors, omissions or deficiencies in technical accuracy in any drawings, specifications or other documents prepared or services rendered by Provider, its subcontractors or consultants and shall correct, at no additional cost to County, any and all errors, omissions, discrepancies, ambiguities, mistakes, deficiencies or conflicts;
- k. 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
- l. 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.

## **11. 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 or consultants. 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.

## **12. 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.

## **13. NON-EXCLUSIVITY**

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

## **14. 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.

## **15. 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.

## **16. INDEMNIFICATION**

Provider shall 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 (collectively, "Claims") which may be brought or made against County or which County must pay and incur arising out of this Agreement should fault or negligence on the part of the Provider or its subcontractors or consultants be the proximate cause of such Claims. Provider shall be fully responsible to County for the acts and omissions of its subcontractors or consultants and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

## **17. INSURANCE**

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense, and shall ensure that any of its consultants maintains in full force and effect at all times and at its sole cost and expense, Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance

policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. 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.

Further, Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense, and shall ensure that any of its consultants maintains in full force and effect at all times and at its sole cost and expense all of those certain insurance requirements called for in the Utility Easement recorded in Book 4310, Page 720 in the Brunswick County Register of Deeds. Said requirements specifically include providing Greenfield Environmental Multistate Trust, LLC a certificate of insurance satisfactory in both form and substance.

## **18. 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.

## **19. 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.

## 20. 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.

## 21. 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.

## 22. 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.

## **23. 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 or consultants 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 and consultants to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

## **24. 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.

## **25. OWNERSHIP OF WORK PRODUCT**

- a. All work product created by Provider pursuant to this Agreement, including, without limitation, design drawings, construction documents, photographs and models and any derivative works and compilations, and whether or not such work product is considered a "work made for hire" or an employment to invent (hereinafter referred to collectively as "Work Product") shall be the exclusive property of County. County and Provider agree that such original works of authorship are "works made for hire" of which County is the author within the meaning of the United States Copyright Act. To the extent that County is not the owner of the intellectual property rights in and to such Work Product, Provider hereby irrevocably assigns to County any and all of its rights, title and interest in and to all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine. Upon County's request, Provider shall execute such further documents and instruments or obtain such documents from third parties, including consultants and subcontractors, if applicable, necessary to fully vest such rights in County. Provider forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 U.S.C. § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- b. In the event the use of any of Provider's intellectual property, including any derivative work created with the use of third-party intellectual property, is necessary for the use of any Work Product, Provider hereby grants to County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the intellectual property for the purposes set forth in this Agreement and will ensure that any third-party grants the same.
- c. County may use Work Product for any other purpose and on any other project without additional compensation to Provider. Notwithstanding the foregoing, the use of Work Product by County for any purpose other than as set forth in this Agreement shall be at County's risk.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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.

## **30. 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.

## **31. 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. Notwithstanding the foregoing, all documents included in the initial bid packet submitted by Contractor, if applicable, including, but not necessarily limited to: the Invitation to Bid; Notice to Bidders; Instructions to Bidders; General Conditions; Supplementary General Conditions; Specifications; Addenda; Accepted Proposal; Notice to Proceed; Performance Bond; Payment Bond; MBE forms; Power of Attorney; Insurance Certificates; Approval by County Commissioners; Tax Statement and Certification; Notice of Substantial Completion; Notice of Final Completion and Acceptance; and Drawings are incorporated herein by reference and made an integral part of this Agreement. To the extent the terms of such documents conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

## **32. 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.

### 33. 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.

### 34. 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.

### 35. 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:

For the County:

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

For the Provider:

McKim & Creed, P.A.  
243 N. Front Street  
Wilmington, NC 28401



**36. 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]

**MCKIM & CREED, P.A.**
 DocuSigned by:  
 By: Anthony Boahn  
 943885976A0D474...

Printed Name: Anthony W. Boahn, PE

Title: Vice President

Date: 6/1/2020

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

 DocuSigned by:  
Julie A. Miller  
 1022997180D101B2  
 Julie A. Miller, Finance Director  
 Brunswick County, North Carolina
**APPROVED AS TO FORM**
 DocuSigned by:  
Bryan W. Batton  
 0195D430EEC473  
 Robert V. Shaver, Jr., County Attorney /  
 Bryan W. Batton, Assistant County Attorney

This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the Professional Services Agreement between County and Engineer.

## **Engineer's Services**

---

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

Engineer shall provide services in accordance with the Request for Qualifications, as applicable, and in accordance with the Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### **1. Task 1 – Soil Management Plan Revisions**

This task includes a total of four (4) revisions to the existing Soil Management Plan (dated October 9, 2019). Three (3) revisions to the plan have been completed based upon multiple requested changes from Greenfield Multi-State Trust (Environmental Consultant for the Kerr McGee Superfund site). Following the in-situ soil sampling, this task includes coordination with Greenfield Multi-State Trust and one final revision to the Soil Management Plan.

#### **2. Task 2 – Limited Soil Assessment**

On February 13, 2020, SR&R under the direction of T. A. Loving conducted a limited soil assessment of the Kerr McGee site in the general area of the site where the open trenching portion of the property is to take place. As part of this assessment, SR&R installed a total of nine soil borings to an approximate depth of five feet below ground surface (ft. bgs.). At each location the soil from the borings were screened for the presence of VOCs using a photoionization detector (PID) at one-foot intervals. The sample demonstrating the highest detectable levels of VOCs was submitted for laboratory analysis. A total of one soil sample from each boring (nine samples total) was submitted to a North Carolina Certified Laboratory for analysis of VOCs by EPA Method 8260 and SVOCs by EPA Method 8270 and eight Resource Conservation and Recovery Act (RCRA) Metals (As, Ba, Cd, Cr, Pb, Hg, Se, and Ag) by Toxicity characteristic leaching procedure (TCLP) extraction methods for hazardous waste determinations.

Field personnel will attempt to duplicate this sampling event apart from the previously performed laboratory analysis. The Engineer will install a total of nine soil borings at sample locations to be determined in the field. The soil borings will be advanced using a decontaminated stainless-steel hand auger to depths of approximately five ft. bgs. The hand auger will be decontaminated between sample locations to avoid the potential for cross-contamination. The soil from each boring will be visually classified and field-screened with a photo-ionization detector (PID) for the presence of volatile organic compounds (VOCs). Soil samples will be screened in one-foot increments. The section of soil exhibiting the highest PID reading of VOCs will be collected for laboratory analysis. If the PID does not reveal the presence of VOCs will collect the soil sample at the depth closest to the groundwater table (i.e., above the saturation zone) will be selected for laboratory analysis. The soil samples will be placed into laboratory-supplied containers and shipped under standard chain of custody procedures to a North Carolina-certified laboratory for analysis. The soil samples will be analyzed for VOCs by EPA Method 8260B, for semi-volatile organic compounds (SVOCs) by EPA Method 8270C, and for eight RCRA metals (As, Ba, Cd, Cr, Pb, Hg, Se, and Ag) by EPA Method

6010. Engineer will request an expedited turn of the laboratory analytical results of 48 hours. Results are subject to the availability at the laboratory at the time of sampling.

Following the collection of soil samples, the boreholes will be filled with the residual soil cuttings. If necessary, bentonite clay will be used to backfill voids following the collection of samples. Investigative-derived waste (IDW) consisting of soil cuttings generated during soil boring installations will be spread on the ground surface unless obvious contamination is noted. IDW characterization, containment and disposal fees are not included in this proposal.

After completing the above services and upon receipt of the analytical data, the Engineer will prepare and submit a letter report, which provides the following information:

- Introduction: Describes site conditions at the time of our field activities.
- Methods: Describes procedures for conducting the soil sampling.
- Results: Field and analytical results will be provided in a table format. Pending the outcome of the analytical data, figures showing the analytical data will be provided.
- Conclusions: Analytical results will be compared to North Carolina Department of Environmental Quality Residential Health Based – Preliminary Soil Remedial Goals (PSRGs) for unrestricted use.
- Appendices will include a photographic log of field activities, field logs, and laboratory analytical reports.

### **3. Task 3 – Development of Site-Specific Health and Safety Plan**

The Engineer will prepare a site-specific Health and Safety Plan (HASP), as required by the Occupational Health and Safety Act (OSHA). The Engineer will develop the HASP for the Owner and Contractor's use to outline the safety precautions to be taken at this North Carolina Superfund Site. The HASP will include information pertaining to the following topics:

- Project Organization and Responsibilities.
- Personnel Training Requirements.
- Personal Protective Equipment.
- Work Zones – Descriptions and requirements for entrance.
- Work Zone Monitoring.
- Personal Decontamination Requirements and Procedures.
- Equipment Decontamination Requirements and Procedures.
- Emergency Response Procedures.
- Injury Reporting Procedures.
- Medical Emergencies.
- Spill Control and Countermeasures.
- Site Evacuation Procedures
- Chemicals of Concern List

#### **4. Task 4 – Environmental Observation and Documentation**

The Engineer will provide environmental observation and documentation during the installation of the Brunswick County Force Sewer Main. A staff professional will be on-site throughout the duration of the invasive activities. Owner/Contractor shall provide 48 hours-notice prior to beginning of field activities. This scope of work provides for 45 days of oversight (10-hour workdays). Field staff to be assigned to this project have received Hazardous Waste Operations and Emergency Response (HAZWOPER) 40-Hour Training per 29 CFR 1910.120.

The Engineer will conduct observation and documentation activities during the excavation of potentially impacted soil, the installation of the new sewer lines and the backfill of existing soil (if clean) or clean backfill from an off-site location. A field representative will look for visual or olfactory indications of creosote contamination. The representative will be onsite to assist the Contractor's site workers and associated subcontractors in the compliance with the approved Soil Management Plan for the Kerr McGee Superfund site.

Items included in this scope of work are as follows:

- Hold daily health and safety meetings, with contractor and other site leadership personnel, to discuss the proposed excavations for the day.
- Observe daily operations for compliance with the approved Soil Management Plan.
- Screen the work zones and suspect material for the presence of creosote related VOCs using field instruments.
- Observe daily operations for compliance with the approved Health and Safety Plan (Task 2).
- Assist in screening stockpiled soil and determination of disposal/backfill requirements.
- If contaminated soil or groundwater is observed, the field representative will notify the Contractor. The soil management plan will be followed at that point for the handling and sampling requirements set forth in that approved document.
- Notes and photographs will be taken daily during the drilling/excavation observations. The project manager will provide a daily update of site activities and the observations made during our site visits.

The following items are not included with this task:

- Reporting. If a formal report is required to document the oversight activities, it will be covered as a change order to this scope of services.
- Environmental Soil Disposal Sampling. The approved soil management plan provides guidelines for the testing of potentially impacted soil for disposal purposes.
- Environmental Consulting.

## **PART 2 – ADDITIONAL SERVICES**

The following services are excluded from this scope of work. The Engineer can provide these services; however, a separate proposal would be required.

- Sampling and disposal coordination of potentially impacted material during the excavation of the new force sewer main.
- Borrow source sampling. It is assumed that an environmental professional will be required to collect representative soil samples from the proposed soil to be imported to the site for laboratory analysis.
- Soil disposal sampling. Disposal facilities may require additional analytical testing of the soil to be disposed of.
- Soil disposal coordination.
- Attendance of project meetings.
- Environmental consulting.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the Professional Services Agreement between County and Engineer.

**Payments to Engineer for Services**  
**Basic Services - Lump Sum**

---

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

*Compensation for Basic Services - Method of Payment*

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

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

Task	Amount	Anticipated Duration
Task 1 – Amendments to the Soil Management Plan	\$5,600	7 Days
Task 2 – Environmental Soil Sampling & Reporting	\$10,700	9 Days
Task 3 – Development of Site-Specific Health & Safety Plan	\$3,300	3 Days
Task 4 – On-Site Environmental	\$60,600	45 Days
<b>Basic Services Total Fee</b>	<b>\$80,200</b>	<b>64 Days</b>

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



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**June 1, 2020**

**Action Item # VI. - 1.**

**From:**

Andrea White

Trillium Health Resources Annual Report (Dennis Williams,  
Southern Regional Director)

**Issue/Action Requested:**

Request that the Board of Commissioners receive the Trillium Annual Report along with response information related to COVID-19.

**Background/Purpose of Request:**

Mr. Dennis Williams, Southern Regional Director, Trillium Health Resources, requested an opportunity to present the Trillium Annual Report to the Board of Commissioners along with information on their responses to COVID-19.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend that the Board of Commissioners receive the Trillium Annual Report along with response information related to COVID-19.

**ATTACHMENTS:**

Description

- ▣ Trillium Health Resources Annual Report with COVID Response



# TRILLIUM HEALTH RESOURCES ANNUAL REPORT BRUNSWICK COUNTY

*DENNIS WILLIAMS, BS*

*SOUTHERN REGIONAL DIRECTOR*

Transforming Lives



# TRILLIUM UPDATE

---

Trillium's mission: Transforming lives and building community well-being through partnership and proven solutions.

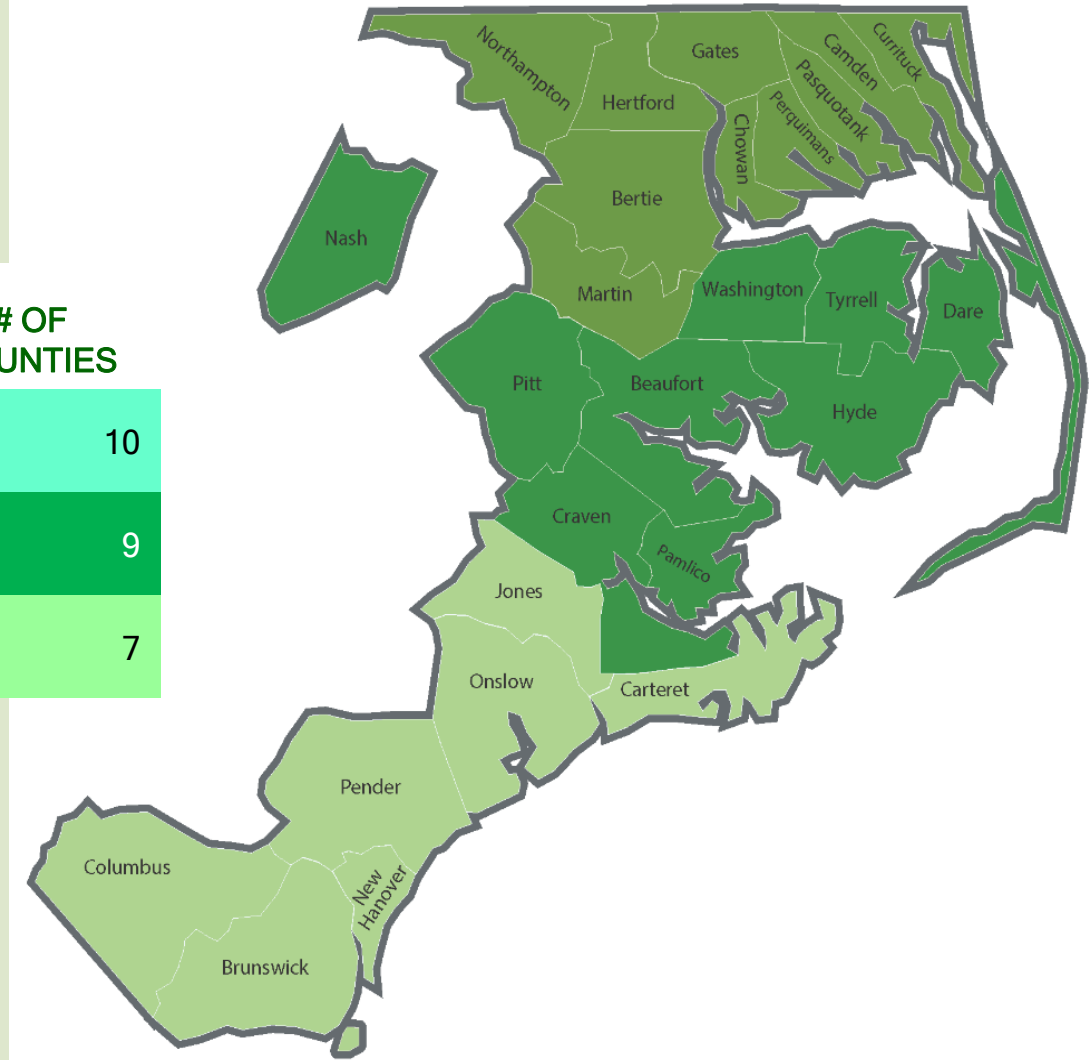
- Who We Are
- Medicaid Transformation Changes
- Organizational changes- call center/contracts/neighborhood connections
- Projects
- COVID 19 Impact
- County Data

# Who We Are - Numbers

- 26 Counties
- 1,411,829 total population
- 266,000 Medicaid Eligible
- Served almost 57,000 individuals from mild to severe mental health needs
  - 71.4% with MH needs
  - 19.3% with SUD
  - 9.3% with IDD
- Approximately 500 Providers
- \$475,921,857.00 spent on services last year
- Smallest County- Tyrrell 4,131- Largest County -New Hanover 232,274
- Cover over 12,000 square miles

# Trillium Regions

REGION	POPULATION	SQUARE MILES	# OF COUNTIES
Northern	201,477	3,511	10
Central	494,312	4,717	9
Southern	763,679	4,176	7

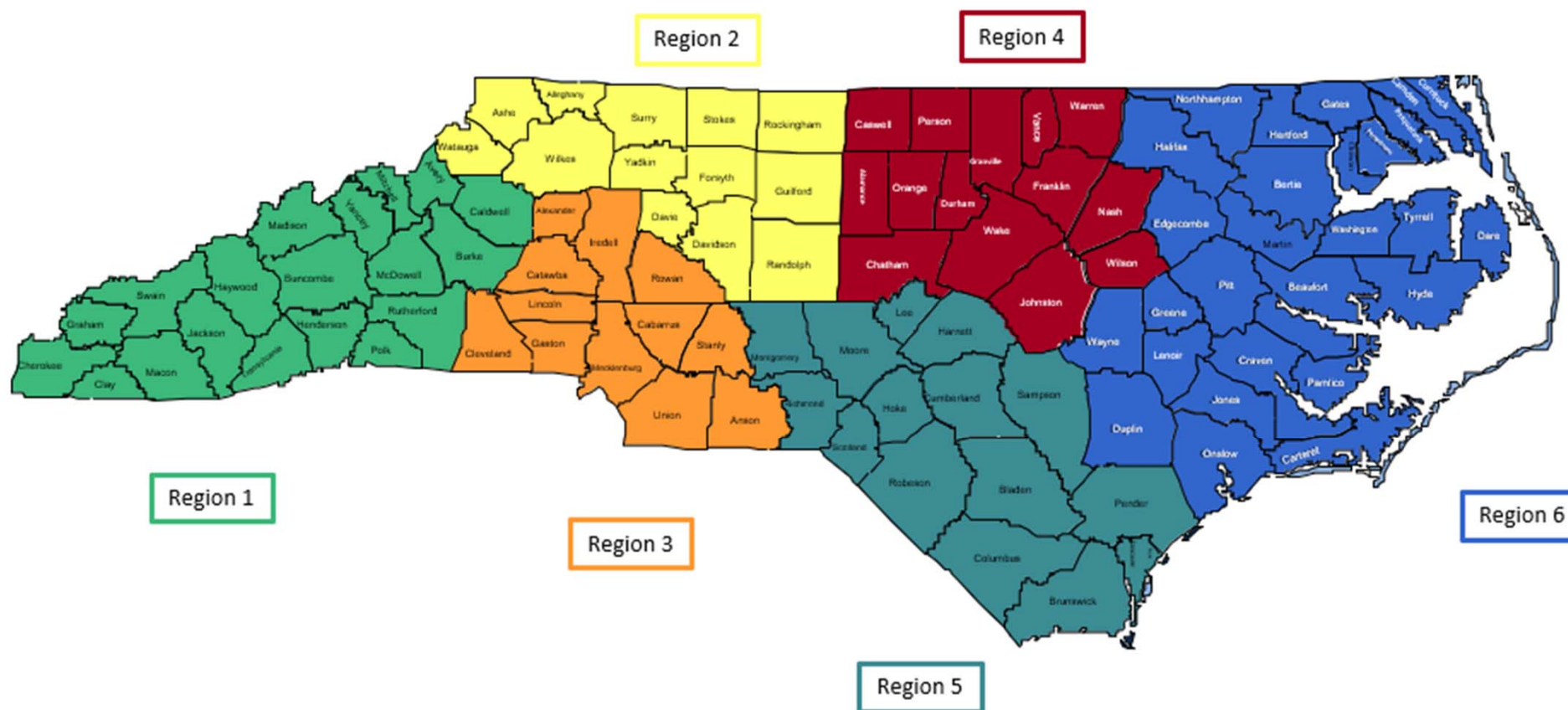


# Medicaid Transformation

- **Standard Plan- 5 companies were awarded**
  - Amerihealth Caritas NC Inc.
  - Blue Cross Blue Shield of NC
  - UnitedHealthcare of NC Inc.
  - WellCare of NC Inc.
  - Carolina Complete Health- only covers regions 3, 4 and 5
- ❖ **These Plans will be managing the mild to moderate Medicaid behavioral health recipients**

# Map of Standard Plan Regions

## Managed Medicaid Coverage Regions



# Medicaid Transformation continued:

## Tailored Plan

- 5-7 Managed Care Organizations- NCACC recommended the current LME/MCO map
- Managing the high risk/high cost individuals with mental health, developmental disabilities and substance use
- Applications due late winter 2020
- Managing the whole person- both physical health and behavioral health

# Medicaid Transformation continued

- The original plan had 2 phases
- November 1<sup>st</sup> 2019, phase 1- was moved to phase 2 -February 2020.
- November 20<sup>th</sup>, 2019 DHHS suspended the implementation of Medicaid Transformation for Standard Plan Insurance Companies
- They have not put a timeframe on when they will go live
- Tailored Plan will still be applying in late winter, with the potential of going live July 2021



# Impact today

---

- Consumers will remain with the same services with their MCO
- We will still move forward with developing the infrastructure to serve the whole person
- Work towards contracting with pharmacies and primary care services

# Organizational changes

---

- Transition Team
- Contracts with primary care and pharmacy's
- Dr. Paul Garcia- Utilization Management
- Care Management changes
- Community Development and Member Engagement
- Call Center changes coming
- Head of DSS and DJJ
- Network Department Changes

# Funding Changes

- Since Standard Plans will be run by insurance companies, they will be managing a part of the Medicaid dollars
- Tailored plans which cover the higher risk individuals, our PMPM will be higher, but total number served under us will be lower
- Developing a whole person care model to cover costs of the physical issues along with the behavioral health issues
- The 1115 Waiver is required to be cost neutral

# Project Updates

- Oxford Houses- 2 - 8 bed facilities in Nash County
- Food Trucks- 2- Located in Hertford and Craven County
- Eat the Rainbow- Healthy eating classes in all counties
- Peloton Bikes- 63 bikes to 19 providers at 55 different locations in our 26 counties
- Naloxone Kits- received in all 26 counties
- CHAT- Mobile App when dealing with crisis- received an award last year

# Project Updates Cont.

- Hurricane Response teams in Hyde and Dare counties
- Hope4NC Grant- offers Crisis Counseling after hurricanes
- Chalk About Mental Health day in August- addressing suicide
- Safe Schools/Health Kids- online training on a variety of topics
- OUTreach project- helping foster kids in the LGBTQ community
- CIT classes for Law Enforcement
- Mental Health 1<sup>st</sup> Aid

# COVID 19 IMPACT - Members and Providers

- Rate increases ranging from 5% - 30% to 268 Providers impacting 5,190 members
- Approval of telemedicine proposal that allows virtually every service that does not require hands on care to be delivered telephonically.
- HIPP rules eased so applications like Zoom and Skye can be used
- Opioid treatment services paid by case rate to allow consumers to have the take home dosing of the medication assisted treatment.

# COVID 19 IMPACT - Members and Provider Network

- Members allowed to increase hours of service as needed
- Lifting of ceiling on maximum Innovation Waiver per member per year (normally \$135,000).
- Lifting of number of hours of service that a Relative as Provider may deliver
- Retainer payments to maintain Direct Service Professionals if unable to work
- With rate increased, Mobile Crisis and Facility Based Crisis have maintained full operation.

# COVID 19 IMPACT - Trillium Health Resources

- Effective 3/23/20 all staff went remote and all Trillium offices were closed.
- Access to Care Call center went 100% remote
- All staff were given the tools necessary to continue their responsibilities.
- At this time there is no date set for re-opening
- Executive leadership is developing a strategic plan to slowly reopen, taking into consideration the health and safety of all staff.



# Consumers served in Brunswick County

---

Total Consumers served - 4,513

- Mental Health - 3,707
- Substance Use - 1,074
- I/DD - 485

Total is unduplicated, since a single individual may receive services in more than one category.

# QUESTIONS?

Transforming Lives





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**June 1, 2020**

**Action Item # VII. - 1.**

**From:**

Andrea White

Administration - Brunswick Guarantee Agreement (Randell Woodruff, County Manager)

**Issue/Action Requested:**

Request that the Board of Commissioners approve an Agency Funding Agreement for the Brunswick Guarantee College Tuition Scholarship Program with the Brunswick Community College Foundation, Inc. subject to review and approval by County Attorney.

**Background/Purpose of Request:**

Brunswick County entered into an agreement with the Brunswick Community College Foundation on March 6, 2017 to establish a scholarship program. The program provided for tuition and fees. On August 14, 2017, the County approved a revision to the agreement to provide textbooks and software less any reimbursements or refunds received by the college and to approve the program for eligible dependents of veterans.

Under the new agreement, the County agrees to appropriate a sum of up to \$350,000.00 per program year for the provision of services described in the Scope of Services. The Foundation may use up to \$50,000.00 to assist in the administrative and marketing costs of the program, however the total payment by the County for the fiscal year shall not exceed \$350,000.00.

**Fiscal Impact:**

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations  
Funding available upon approval of the FY 2021 Budget

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve an Agency Funding Agreement for the Brunswick Guarantee College Tuition Scholarship Program with the Brunswick Community College Foundation, Inc. subject to review and approval by County Attorney.

**ATTACHMENTS:**

Description

- Draft Funding Agreement - Brunswick Guarantee

**AGENCY FUNDING AGREEMENT  
FOR *BRUNSWICK GUARANTEE* COLLEGE TUITION SCHOLARSHIP PROGRAM**

**THIS AGREEMENT**, made and entered into this the 1st day of June, 2020, by and between Brunswick County, a political subdivision of the State of North Carolina ("County") and the Brunswick Community College Foundation, Inc., a 501(c)(3) nonprofit corporation, located at P.O. Box 30 Supply, NC 28462 ("Foundation").

**WITNESSETH:**

**WHEREAS**, the Brunswick Community College Foundation is a charitable organization instituted to enhance the mission of Brunswick Community College to benefit students and the community; and

**WHEREAS**, the Foundation is a vital resource for the acceptance and solicitation of all gifts for the support of education and the continued growth and progress of Brunswick Community College; and

**WHEREAS**, the Foundation manages funds that enable students that meet certain financial need or other criteria to defray the costs of education; and

**WHEREAS**, it is in the interests of the County that said program be assisted by the County and thereby enhance its availability to residents of the County, and said program addresses an important public purpose in the public education of Brunswick County residents and the furtherance of education at public institutions within Brunswick County, as identified by the Board of Commissioners;

**NOW, THEREFORE**, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and the Foundation agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall be for a program year beginning July 1, 2020 to June 30, 2021, with like recurring funding for two (2) successive program years through June 30, 2023, subject to the terms and conditions contained herein.
2. **Scope of Services.** The Foundation agrees to utilize the funds provided by County to establish and fund a program of tuition scholarship payment for Brunswick County citizens to attend Brunswick Community College. The Foundation shall be responsible for the means, methods, techniques, sequence, program and procedures necessary to properly and fully complete the work set forth herein, but it is agreed between the parties that the program shall include the following characteristics and requirements:
  - a. To be eligible, students must be residents of Brunswick County, must be United States citizens or documented lawful permanent residents of the United States, and must have been enrolled in a Brunswick County public school, private school, or home schooled in Brunswick County for the duration of their high school education or attended a Brunswick County School, maintained Brunswick County residency, and received a GED/Adult High School diploma from Brunswick Community College.
  - b. Students who graduate from a Brunswick County High School in a program year or receive a GED/Adult High School diploma from Brunswick Community College will be eligible for the Brunswick Guarantee if they enter Brunswick Community College within four (4) semesters (Fall, Spring, Summer, Fall) of graduating.

- c. Students must earn at least a 2.3 unweighted GPA in high school and enroll in a curriculum (for credit) program (certificate, diploma or degree) at Brunswick Community College within four (4) semesters (Fall, Spring, Summer, Fall) after graduating from high school.
- d. Students must remain in good academic standing with Brunswick Community College, meaning a minimum of a 2.0 in college coursework and completion of at least 67% of credit hours attempted each semester.
- e. Students must first complete the Brunswick Community College scholarship and federal financial aid application processes. Any funds awarded through those channels will be utilized first.
- f. Students must complete the Brunswick Community College scholarship and federal financial aid application processes annually to remain eligible.
- g. The Brunswick Guarantee will then cover any unmet tuition (at the in-state rate) and fees while funds are available. Brunswick Guarantee will provide up to \$750 per semester per student for instruction, required textbooks and software less any reimbursements or refunds received by the college and approve the program for eligible dependents of veterans. Any textbook reimbursements will be returned to the Brunswick Guarantee program and an accounting provided to the County and the Foundation. Students are unable to use financial aid on restricted items. Restricted items include, without limitation, clothing, food, medicines, and other items not directly associated with educational expenses. If items are restricted, student will be prompted to add another form of payment.
- h. Qualified students, who have not separated from the college for four (4) or more sequential semesters, will be allowed no more than two (2) programs of study changes and will have a lifetime eligibility of 150% (e.g., a student enrolled in college transfer associate, a sixty (60)-credit hour program), would need to complete the program within ninety (90) hours.

### 3. **Funding.**

- a. The County agrees to appropriate for the provision of services described in the above Scope of Services a sum of up to Three Hundred Fifty Thousand and no/100 dollars (\$350,000.00) per program year. The Foundation may use up to Fifty Thousand and no/100 dollars (\$50,000.00) to assist in the administrative and marketing costs of the program. The Foundation shall invoice the County two (2) times each semester (mid-term and end-of-semester) for payment of tuition scholarships with documentation and satisfactory proof of the program expenditure for eligible students, but total payment by the County for each fiscal year shall not exceed Three Hundred Fifty Thousand and no/100 dollars (\$350,000.00).
- b. All funds appropriated shall be used for purposes described in this Agreement. The Foundation certifies that the funds provided by the County under the terms of this Agreement will be used for a public purpose and shall only be used for the purposes intended, and any money not used for those purposes will be promptly returned to Brunswick County.
- c. Any changes in the use of funds must be authorized in writing by the County prior to any expenditure of the funds by the Foundation. If the funds are not expended in accordance with the Scope of Services, then the County may cease payment, terminate this Agreement, and

the Foundation may be required to repay the funds to the County.

- d. The County's obligation to make payments is contingent upon receipt of Progress Reports, which show satisfactory progress toward completion of performance criteria and an accounting of expenditures in fulfillment of the Scope of Services.
- e. The County is not obligated to provide any other support to the Foundation in this or in succeeding fiscal years beyond the terms of this Agreement.

**4. Agency Reporting.**

- a. The Foundation will provide Brunswick County an end-of-semester Progress Report (Fall, Spring, and Summer dates in accordance with the College's academic calendar) that includes a fiscal report and updates on performance criteria as outlined in the Scope of Services.
- b. The Foundation agrees to allow the County to inspect its financial books and records, which document costs of those services, upon reasonable notice during normal working hours.

**5. Termination.**

- a. In the event of any of the circumstances set forth below (hereinafter referred to as "default"), the County may immediately terminate this Agreement, in whole or in part, and from time to time. Notice of termination must be in writing, state the reason or reasons for the termination, and specify the effective date of the termination:
  - i. In the event that the Foundation shall cease to exist as an organization or shall enter bankruptcy proceedings, be declared insolvent, or liquidate all or substantially all of its assets, or significantly reduce its services or accessibility to Brunswick County residents during the term of this Agreement; or
  - ii. In the event that the Foundation shall fail to render a satisfactory accounting as provided section 4 above, the County may terminate this Agreement and the Foundation shall return all payments already made to it by the County for services which have not been provided or for which no satisfactory accounting has been rendered; or
  - iii. In the event of any fraudulent representation by the Foundation in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; or
  - iv. Nonperformance, incomplete service or performance, or failure to satisfactorily perform any part of the work identified in the Scope of Services or to comply with any provision of this Agreement; or
  - v. Failure to adhere to the terms of applicable county, state or federal laws, regulations, or stated public policy.
- b. In the event of default by the Foundation, the County may elect to terminate this Agreement,

in whole or in part and/or require the Foundation to repay the funds within ten (10) business days from written notice of default. The County may (but shall not be required to) grant the Foundation an opportunity to cure the default without termination of this Agreement. This clause shall not be interpreted to limit the County's remedies in law or in equity.

**6. Foundation Representations.**

- a. The Foundation must maintain its not-for-profit, tax-exempt status under the Internal Revenue Service Code Section 501(c)(3) of Title 26 and under applicable federal and state laws and will provide verification of same to County upon request;
- b. The Foundation 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 the Foundation to enter into and perform its obligations under this Agreement;
- d. The Foundation shall not violate any agreement with any third party by entering into or performing its obligations under this Agreement;
- e. The services provided by the Foundation 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); and
- f. The Foundation acknowledges that if any specific licenses, certifications or related credentials are required to perform its obligations under this Agreement, it will ensure that such credentials remain current and active and not in a state of suspension or revocation.

7. **Insurance.** The Foundation 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 and any additional insurance as may be required by the County with limits acceptable to the County. All insurance policies (with the exception of Workers' Compensation and Professional Liability) shall be endorsed, specifically or generally, to include the County as an additional insured and as a certificate holder. The Foundation 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 the County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. The Foundation 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.

8. **Workers' Compensation.** To the extent required by law, the Foundation 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 the Foundation is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the Foundation shall carry or cause its employees to carry

adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling the Foundation's obligations under this Agreement. The Foundation agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

9. **Divestment from Companies that Boycott Israel.** The Foundation 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.
10. **Debarment.** The Foundation 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. The Foundation must notify the County within thirty (30) days if debarred by any governmental entity during this Agreement.
11. **E-Verify.** Pursuant to N.C.G.S. § 143-133.3, the Foundation understands that it is a requirement of this Agreement that the Foundation and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, the Foundation 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 the Foundation shall require its subcontractors to do the same. Upon request, the Foundation agrees to provide County with an affidavit of compliance or exemption.
12. **Indemnification.** The Foundation shall defend, indemnify and hold harmless the 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 the County or which the 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 the Foundation, its employees or agents. The Foundation further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. This Section shall survive any expiration or termination of this Agreement.
13. **Non-Discrimination.** The Foundation agrees, as part of the consideration for the granting of funds by County, that for itself, its agents, officials, employees and servants, it will not discriminate in any manner on the basis of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. The Foundation shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event the Foundation 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 the County, and the Foundation may be declared ineligible for further agreements with County.
14. **Relationship of the Parties.** The Foundation represents that it has or will secure, at his own



expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized and permitted under federal, state and local law to perform such services. The Foundation is an independent contractor of the County.

15. **Compliance with all Laws.** The Foundation, at its sole expense, shall comply with all laws, ordinances, orders and regulations of the federal, state or local governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following execution of this agreement.
16. **Subcontract.** The County and the Foundation deem the services provided under this Agreement to be personal in nature and the Foundation may not subcontract any rights or duties under this Agreement to any other party without prior written consent from the County.
17. **Assignment.** The Foundation shall not assign this Agreement, including the rights to payment, to any other party without the prior written consent of the County.
18. **Non-Appropriation.** 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 Foundation 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.
19. **Notice.** The Parties hereto agree and understand that written notice, mailed or delivered, to the last known address shall constitute sufficient notice to the County and the Foundation. All notices required and/or made pursuant to this Agreement to be given to the County and the Foundation shall be in writing and mailed to the party addressed as follows:

County: County Manager  
Brunswick County  
Post Office Box 249  
Bolivia, NC 28422

Foundation: BCC Foundation  
Post Office Box 30  
Supply, NC 28462

20. **Entire Agreement.** This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties and shall supersede, replace or nullify any and all prior Agreements of understandings; written or oral, relating to the matters set forth herein, and any such prior Agreements or understandings shall have no force or affect whatsoever on this Agreement. The County and Foundation have read this Agreement and agree to be bound by all of its terms, and further agree that this Agreement constitutes the complete and exclusive statement of the Agreement between the County and the Foundation.
21. **Severability.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on the other provisions of this Agreement. It is understood by the parties hereto that if any part, term or provision of this Agreement is by the Courts held to be illegal or in conflict with any laws of the State of North Carolina or the United States, the validity of the remaining portions or provisions shall not be affected, and the

rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

22. **Non-Waiver.** Failure by the County at any time to require the performance by the Foundation of any of the provisions of this Agreement shall in no way affect the County's right hereunder to enforce the same, nor shall any waiver by the County of any breach be held to be a waiver of any succeeding breach or a waiver
23. **Governing Law.** 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. **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.

**IN WITNESS WHEREOF**, Brunswick County and the Foundation have signed this Agreement, effective as of the date set forth herein.

***For and on behalf of the Foundation***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name / Title

***For and on behalf of Brunswick County***

ATTEST:

\_\_\_\_\_  
Clerk to the Board

By:

\_\_\_\_\_  
Frank Williams  
Chairman

[SEAL]

“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



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**June 1, 2020**

**Action Item # VII. - 2.**

**From:**

Andrea White

Administration - Riot Protective Gear and Munitions (Randell Woodruff, County Manager)

**Issue/Action Requested:**

Request that the Board of Commissioners consider approving the purchase of riot protective gear items and munitions in the amount of \$77,739.44 for the Brunswick County Sheriff's Office.

**Background/Purpose of Request:**

The Sheriff's Office has requested the purchase of the following riot protective gear items and munitions:

**GEAR:**

- Masks (70): \$36,400
- Pouch Carrying Case (70): \$3,570
- Filter Packs (34): \$5,678
- Elbow/forearm pads (70): \$4,130
- Gloves (70): \$3,080
- Hydration Packs (70): \$3,640
- Shipping (estimated): \$300

**OTHER:**

- Chemical munitions: \$20,941.44

TOTAL = \$77,739.44

**Fiscal Impact:**

Budget Amendment Required, Reviewed By Director of Fiscal Operations

Budget amendment appropriates \$28,999 of contingency funds and \$48,741 in fund balance.

**Approved By County Attorney:**

Not Applicable

**County Manager's Recommendation:**

Recommend that the Board of Commissioners consider approving the purchase of riot protective gear items and munitions in the amount of \$77,739.44 for the Brunswick County Sheriff's Office.

**ATTACHMENTS:**

Description

- ☐ Budget Amendment

Request Info	
Type	Budget Amendment
Description	Sheriff Riot Gear
Justification	Board Meeting 06/01/2020-Transfer \$28,999 of contingency funds and appropriate \$48,741 of fund balance for the purchase of riot protective gear.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
109910	499100	Contingency	Contingency	-28999	Decrease	Credit
100000	399100	General Revenues	Fund Balance Appropriated	48741	Increase	Credit
100000	426200	General Revenues	Operating Equip \$500 - \$4 999	36400	Increase	Debit
100000	426002	General Revenues	Departmental Supplies	41340	Increase	Debit

Total	
Grand Total:	97482



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**June 1, 2020**

**Action Item # VIII. - 1.**

**From:**

Andrea White

Governing Body - Annual Board Appointments

**Issue/Action Requested:**

Request that the Board of Commissioners approve the annual board appointments as presented and authorize the Chairman to sign the Nepotism and Notice of Re-Appointment forms for Southeastern Community & Family Services, Inc. for the appointment of Mr. William Ballard.

**Background/Purpose of Request:**

The Brunswick County Board of Commissioners, in Regular Session May 1, 2017, unanimously approved to change all board expiration dates to June 30 to align with the end of the fiscal year, taking into consideration any bylaw or statutory requirements.

Several board/committees/authorities have seats expiring June 30, 2020. The appointees presented, if approved, will fill those seats. All remaining vacancies will be brought to the Board at a later date.

**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 annual board appointments as presented and authorize the Chairman to sign the Nepotism and Notice of Re-Appointment forms for Southeastern Community & Family Services, Inc. for the appointment of Mr. William Ballard.

**ATTACHMENTS:**

Description

- ☐ Appointees for Consideration
- ☐ Southeastern Community & Family Services Appointment Forms - Ballard

Board	Title	First Name	Last Name	District	New Expiration Date	Term
<b>DISTRICT 1</b>						
Brunswick Business & Industry Development	Mr.	Allan	Bryant	1	6/30/2023	3
BSRI Board	Mr.	John	Ingraham	1	6/30/2021	1
Fire Protection Oversight Committee	Mr.	Jurle	Gaver	1	6/30/2022	2
Library Board of Trustees	Ms.	Sheila	Umbricht	1	6/30/2023	3
Parks & Recreation Advisory Board	Ms.	Kristina	Crane	1	6/30/2023	3
Substance Use & Addiction Commission	Ms.	Kathleen	Gomes	1	6/30/2024	4
Zoning Board of Adjustment	Mr.	Robert	Williamson	1	6/30/2023	3
<b>DISTRICT 2</b>						
Brunswick Business & Industry Development	Dr.	John	Ward	2	6/30/2023	3
BSRI Board	Ms.	Joyce	Lowrimore	2	6/30/2021	1
Fire Protection Oversight Committee	Mr.	John	Melcher	2	6/30/2022	2
Parks & Recreation Advisory Board	Ms.	Laura	Botto	2	6/30/2023	3
Substance Use & Addiction Commission	Mr.	Joshua	Torbich	2	6/30/2024	4
Zoning Board of Adjustment		VACANT		2	6/30/2023	3
<b>DISTRICT 3</b>						
Brunswick Business & Industry Development	Mr.	Dennis	Ewald	3	6/30/2023	3
BSRI Board	Ms.	Joyce	Casteen	3	6/30/2021	1
Fire Protection Oversight Committee	Mr.	James	Whitley	3	6/30/2022	2
Library Board of Trustees	Ms.	Mary (Gibby)	Wilson	3	6/30/2023	3
Zoning Board of Adjustment	Ms.	Mary Ann	McCarthy	3	6/30/2023	3
<b>DISTRICT 4</b>						
Brunswick Business & Industry Development	Mr.	Clint	Berry	4	6/30/2023	3
BSRI Board	Ms.	Jane	Marston	4	6/30/2021	1
Fire Protection Oversight Committee	Mr.	Clint	Berry	4	6/30/2022	2
Planning Board	Mr.	Bill	Clark	4	6/30/2023	3
<b>DISTRICT 5</b>						
Brunswick Business & Industry Development	Mr.	Michael	Reives	5	6/30/2023	3
BSRI Board	Ms.	Patricia	Sacchetti	5	6/30/2021	1
Fire Protection Oversight Committee	Mr.	James D	Grice	5	6/30/2022	2
Planning Board	Mr.	Richard	Leary	5	6/30/2023	3

Board	Title	First Name	Last Name	District	New Expiration Date	Term
<b>SEAT DESIGNATED BY POSITION or AT LARGE</b>						
Voluntary Agricultural District Board	Mr.	Jim	Stanaland	Co-Op Ext.	6/30/2023	3
Health & Human Services Advisory Board	Dr.	Allen	Williams	Dentist	6/30/2023	3
Southeastern Economic Development Commission	Ms.	Velva	Jenkins	Minority	6/30/2024	4
Health & Human Services Advisory Board		<b>VACANT</b>		Optometrist	6/30/2023	3
Health & Human Services Advisory Board	Ms.	Lisa	Narron	Pharmacist	6/30/2023	3
Health & Human Services Advisory Board	Dr.	Justin	Asbury	Physician	6/30/2023	3
Southeastern Community Family Services Inc.	Mr.	William	Ballard	Public	6/30/2023	3
Southeastern Economic Development Commission	Mr.	Dennis	Ewald	Public	06/30/2024	4
Health & Human Services Advisory Board	Dr.	Flint	King	Veterinarian	6/30/2023	3
Brunswick-Columbus International Park, Inc.	Mr.	Randell	Woodruff	At-Large	6/30/2023	3
Library Board of Trustees	Ms.	Emma	Myles	At-Large	6/30/2023	3
Voluntary Agricultural District Board	Mr.	Marc	Green	At-Large	6/30/2023	3
Nursing Home & Adult Care Home Community Advisory Committee	Ms.	Sheila	Umbricht	At-Large	6/30/2023	3
Jury Commission	Mr.	Steve	Stone	B.O.C. Appt	6/30/2022	2
<b>UNDESIGNATED</b>						
ABC Board	Mr.	Alfonso	Beatty	N/A	6/30/2023	3
Airport Commission	Mr.	James	Bellamy	N/A	6/30/2024	4
Airport Commission	Mr.	Jerry	Helms	N/A	6/30/2024	4
Airport Commission	Mr.	Norman	Meares	N/A	6/30/2024	4
Bald Head Island Transportation Authority	Mr.	Robert	Howard	N/A	6/30/2023	3
BCC Board of Trustees	Mr.	Michael	Norton	N/A	6/30/2024	4
Home & Community Care Block Grant Committee	Mr.	Austin	Lowrimore	N/A	6/30/2021	1
Home & Community Care Block Grant Committee	Mr.	Brian	Flanagan	N/A	6/30/2021	1
Home & Community Care Block Grant Committee	Ms.	Carol	Santavicca	N/A	6/30/2021	1
Home & Community Care Block Grant Committee	Ms.	Joan	Graham	N/A	6/30/2021	1
Home & Community Care Block Grant Committee	Ms.	Joanne	DiRoma	N/A	6/30/2021	1
Home & Community Care Block Grant Committee	Ms.	Beverly	Nowak-Heine	N/A	6/30/2021	1
Home & Community Care Block Grant Committee	Ms.	Pat	Olsen	N/A	6/30/2021	1
Home & Community Care Block Grant Committee	Ms.	Mary	Poole	N/A	6/30/2021	1
Home & Community Care Block Grant Committee	Mr.	Nicholas	Zaccaro	N/A	6/30/2021	1
Home & Community Care Block Grant Committee		<b>VACANT</b>		N/A	6/30/2021	1
Home & Community Care Block Grant Committee	Mr.	Joseph	Sgro	N/A	6/30/2021	1
Juvenile Crime Prevention Council	Ms.	Bonnie	Jordan	N/A	6/30/2022	2
Juvenile Crime Prevention Council		<b>VACANT</b>		N/A	6/30/2022	2
Lower Cape Fear Water & Sewer Authority	Mr.	Phil	Norris	N/A	6/30/2023	3
Lower Cape Fear Water & Sewer Authority	Mr.	William	Sue	N/A	6/30/2023	3
Lower Cape Fear Water & Sewer Authority	Mr.	Alton	Milliken Jr.	N/A	6/30/2023	3





405 North Elm Street/Post Office Box 1025 (28359)  
Lumberton, North Carolina 28358  
910-277-3500 – Phone  
910-291-3054- Fax

[www.scfsnc.org](http://www.scfsnc.org)

“Helping People Help Themselves since 1964”

April 07, 2020

Brunswick County Board of Commissioners  
Mr. Frank Williams, Chairman  
P. O. Box 249  
Bolivia, North Carolina 28422

Dear Mr. Williams, and Members of the Board of Commissioners,

I am writing to you on behalf of Southeastern Community & Family Services, Inc. Board of Directors. Presently Mr. William Ballard is serving on Southeastern’s Board of Directors as the Brunswick County Commissioners’ representative.

According to our Bylaws, a board member may serve a three-year time with one opportunity for re-appointment for a total of six years. Due to the adverse situation of the pandemic, we are requesting that if re-appointing Mr. William Ballard for another three years to represent the County Commissioners is favorable to your Board; please sign the enclosed documents verifying his re-appointment to Southeastern Community & Family Services, Inc. Board of Directors.

Our Agency realizes that serving as a board member is not easy for some people due to so many other affiliations that may take up a considerable amount of one’s time. Our Board meets regularly on the first Tuesday of every other month, at 6:00 p.m. We are not able to conduct business unless we have 50% of our members present. Also, it is a requirement that we have all twenty-one seats filled promptly for compliance with our funding sources.

Your attention and consideration will genuinely be appreciated.

Respectfully,

A handwritten signature in black ink that reads "Ericka J. Whitaker".

Dr. Ericka J. Whitaker, CEO

EJW/cf

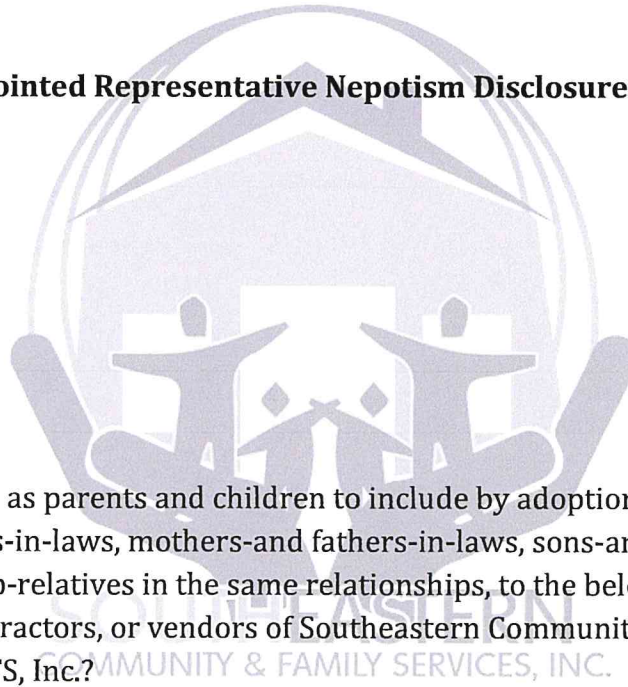
Serving Bladen, Columbus, Hoke, Pender, Robeson, and Scotland Counties

## Appointed Representative Nepotism Disclosure Form

Please check as appropriate

☐ I am

☒ I am not



By blood or marriage, identified as parents and children to include by adoption, husbands and wives, brothers and sisters, brothers-and sisters-in-laws, mothers-and fathers-in-laws, sons-and daughters-in law, uncles, aunts, nieces, nephews, and step-relatives in the same relationships, to the below listed individual(s) who is/are also employees, , subcontractors, or vendors of Southeastern Community and Family Services, Inc. In what capacity do they serve SCFS, Inc.?

Name of Relative	Relationship	Example: Employee, Board Member, Vendor, Subcontractor
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I acknowledge the information I have provided is accurate to the best of my knowledge. In the event a relationship by blood or marriage, as defined above, is created or modified at a future point, I shall report this change within 15 working days of its creation to SCSF's Executive Administrator, by completing an updated Nepotism Disclosure Form. I understand that failure to disclose relationships upon request are grounds for forfeiture of seat on SCFS Board of Directors.

William Bellar  
Appointed Representative Signature

4-14-2020  
Date

Agency/Institution: \_\_\_\_\_

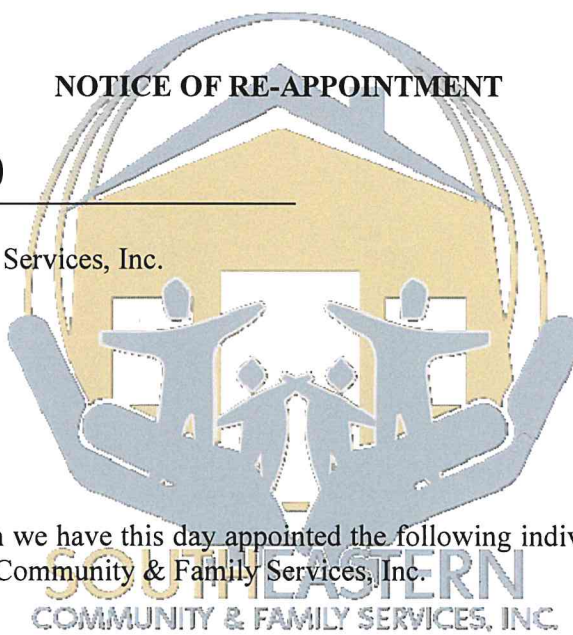
Signed: \_\_\_\_\_  
Chairman/President

Attested by: \_\_\_\_\_  
(Title) Clerk to the Board

NOTICE OF RE-APPOINTMENT

DATE: June 1, 2020

Southeastern Community & Family Services, Inc.  
Post Office Box 1025  
Lumberton North Carolina 28358



By the authority in our organization we have this day appointed the following individual as our representative on the Board of Directors of Southeastern Community & Family Services, Inc.

Name: William Ballard

Mailing Address: PO Box 111  
Leland, NC 28451

*(Home Address if different from above)*  
2079 Cedar Hill Rd.

Leland, NC 28451

Home No.: 910-371-2745 Mobile No.: 910-617-4552 Work No.: \_\_\_\_\_

Email Address: bill71098@aol.com

It is our understanding that this representative is appointed for a term of office which will expire on June 30, 2023 (3 years)

Agency/Institution: Brunswick County

Signed: \_\_\_\_\_  
Chairman/President

Attested by: \_\_\_\_\_  
Clerk to the Board