

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

October 19, 2020

6:00 PM

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Adjustments/Approval of Agenda

IV. Public Comments

V. Approval of Consent Agenda

1. Administration - Surplus Property Offers for Upset Bid Process

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

2. Clerk to the Board - Meeting Minutes

Request that the Board of Commissioners approve the draft minutes from the October 5, 2020 Regular Meeting.

3. County Attorney - Contract Amendment to Operation and Maintenance Agreement for Kings Bluff Pump Station

To approve the contract amendment to the current Lower Cape Fear Water and Sewer Authority Operations and Maintenance Agreement for the Kings Bluff Pump Station dated April 6, 2020.

4. County Attorney - DOD - Retreat at Ocean Isle Beach, Sec. 1, Ph. 5B, Lots 177-185

Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure for Retreat at Ocean Isle Beach, Section 1, Phase 5B, Lots 177-185.

5. County Attorney - DOD - Retreat at Ocean Isle Beach, Sec. 2, Ph.8, Lots 235-251

Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in Retreat at Ocean Isle Beach, Section 2, Phase 8, Lots 235-251.

6. 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.

-WIC Additional State Revenues Budget Amendment

Appropriate \$6,072 of additional state revenues restricted for the WIC Client Services program.

- 2020 Emergency Management Performance Grant (EMPG)

Request that the Board of Commissioners approve and accept the grant award for the 2020 Emergency Management Performance Grant Program. The Brunswick County Emergency Management Office has been awarded the 2020 Emergency Management Performance Grant (EMPG) in the amount of \$35,000 with a required match of \$35,000 to be used to enhance the emergency management program and to perform the required objectives as a requirement of receiving the grant. The 2020 EMPG grant and match have already been appropriated in the approved FY21 county budget.

-DCDL - CARES Act Funding

Request that the Board of Commissioners approve and accept the DCDL CARES Act Funding in the amount of \$94,671 to support Adult Protective Services (APS) and Child Protective Services (CPS). Funds to be spent as per guidance outlined in September 16th letter from NC Department of Health and Human Services.

-Financial Reports for September 2020 (unaudited)

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

7. Planning - Dutch Street Road Closing
Request that the Board of Commissioners adopt a resolution declaring the intent to close a public road and call a public hearing for the closing of Dutch Street SE located off Southport-Supply Rd (NC 211) near Southport.
8. Superior Court Judge - SAMHSA Treatment Contract Amendments
Request that the Board of Commissioners approve amendments for Substance Abuse and Mental Health Services Administration (SAMHSA) Expansion Grant year 3 treatment contracts.
9. Tax Administration - October 2020 Releases
Request that the Board of Commissioners approve the October 2020 releases.
10. Utilities - Direct Drive Aeration System Sole Source Agreement and Resolution
Request that the Board of Commissioners enter into a sole source agreement subject to review and approval by the County Attorney for purchase of equipment and associated installation of the Veolia-Kruger direct drive aeration system for Oxidation Ditches #3 & #4 at the West Brunswick Regional Wastewater Treatment Plant (WWTP) and authorize the Chairman and Clerk to the Board to execute a contract with Veolia-Kruger in the amount of \$807,714.36 for purchase and installation of direct drive aeration equipment to replace the existing, failing mechanical aeration system at the West Brunswick Regional WWTP.
11. Utilities - Utility Ordinance Preparation Raftelis Financial Consultants
Request that the Board of Commissioners approve and authorize the Chairman and Clerk to the Board to execute a contract with Raftelis Financial Consultants, Inc. (DBA Raftelis), for services in the amount of \$79,540 for the preparation of Water Use, Sewer Use, and Reuse Water Ordinances.

VI. Presentation

1. Presentation - Frank Bonner Scholarship (Charlie Eaton, RM Deputy Director)
Request that the Board of Commissioners receive a brief presentation of the Frank Bonner Scholarship to Andrew Frantz, Risk Management Technician for Brunswick County.

VII. Other Business/Informal Discussion

VIII. Adjournment



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 19, 2020

Action Item # V. - 1.

Administration - Surplus Property Offers for Upset Bid Process

From:

Steve Stone, Deputy County Manager

Issue/Action Requested:

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

Background/Purpose of Request:

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
1410002203	Crystal Rd, BSL	1.01 acres	\$15,000.00	4-2-2019	\$1,845.69	\$1,846.00
1410001907	Crystal Rd, BSL	1.99 acres	\$30,000.00	9-18-2020	\$3,012.12	\$3,012.12

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

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

ATTACHMENTS:

Description

- ▢ Bid 1410002203
- ▢ Bid 1410001907

From: [Surplus Land Bid](#)
To: [Steve Stone](#)
Subject: Surplus Land Bid: Parcel # 1410002203
Date: Thursday, October 1, 2020 9:48:23 PM

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

Marvin Gilmore Jr
(919) 605-3020
mgilmorejr@hotmail.com
1608 FOREST RD, WAKE FOREST, North Carolina, 27587, United States
Parcel # 1410002203
Bid Amount: \$1846.00
Optional Additional Comments:

From: [Surplus Land Bid](#)
To: [Steve Stone](#)
Subject: Surplus Land Bid: Parcel # 1410001907
Date: Wednesday, October 7, 2020 9:57:37 AM

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

Felicia Jayne
(843) 360-6672
Felicia@brontoroofing.com
8061 pleasant point ln, myrtle beach, SC, 29579, United States
Parcel # 1410001907
Bid Amount: \$3012.12
Optional Additional Comments:



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 19, 2020

Action Item # V. - 2.

Clerk to the Board - Meeting Minutes

From:

Andrea White

Issue/Action Requested:

Request that the Board of Commissioners approve the draft minutes from the October 5, 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 October 5, 2020 Regular Meeting.

ATTACHMENTS:

Description

- Draft Minutes - 2020-10-05 Regular Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
OCTOBER 5, 2020
3:00 P.M.**

The Brunswick County Board of Commissioners met in Regular Session on the above date at 3:00 p.m., Commissioners' Chambers, 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
Bob Shaver, County Attorney
Steve Stone, Deputy County Manager
Julie Miller, Finance Director
Andrea White, Clerk to the Board
Jared Galloway, Deputy Clerk to the Board
Meagan Kascak, Public Information Officer
Sgt. Lamar Siler, Sheriff's Office

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

I. CALL TO ORDER

Chairman Williams called the meeting to order at 3:00 p.m.

II. INVOCATION/PLEDGE OF ALLEGIANCE

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

III. ADJUSTMENTS/APPROVAL OF AGENDA

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

Vice-Chairman Thompson moved to approve the agenda as presented. The motion was seconded by Commissioner Sykes and passed unanimously.

IV. PUBLIC COMMENTS

No one signed up to speak.

V. APPROVAL OF CONSENT AGENDA

Chairman Williams asked if there were changes to the Consent Agenda. No changes were requested.

Commissioner Forte moved to approve the Consent Agenda. The motion was seconded by Vice-Chairman Thompson and passed unanimously.

The following items were approved:

1. **Administration - Letter of Support - ATMC High-Speed Internet**
Provided a letter of recommendation/support to ATMC in their efforts to obtain grant funds for the purpose of building a fiber optic network in the rural areas of Sandy Creek and Northwest.
2. **Board Appointment – Fireman’s Relief Fund Trustees**
Approved the nomination of Chris Bordeaux as the Local Fireman’s Relief Fund Trustee representing Winnabow Fire Department.
3. **Board of Elections - Approval of Grant Award**
Approved the grant award from the Center for Tech and Civic Life for the public purpose of planning and operating a safe and secure 2020 election in Brunswick County.
4. **Clerk to the Board - Meeting Minutes**
Approved the draft minutes from the September 21, 2020 Regular Meeting.
5. **County Attorney - Declaration of Surplus Property**
Declared parcel #1410001907 obtained by the County through tax foreclosure as surplus property to be placed on the County's website for possible future purchase.
6. **County Attorney - Deed of Dedication for Brunswick Plantation Clubhouse**
Accepted the Deed of Dedication for water only infrastructure for the Brunswick Plantation Clubhouse.
7. **Finance - Fiscal Items**
Approved the following Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routine nature on the consent agenda:
 - **Airport Grant 36244.58.11.2 and 36244.58.8.3 Budget Amendments and CPO**
NCDOT has closed and processed final reimbursements for airport grants 36244.58.8.3 and 36244.58.11.2. This budget amendment closes both grants and returns \$68,303 of unexpended local match to the county capital reserve undesignated funds.
 - **Airport Project 438144 Budget Amendment and CPO**
Transferred \$55,153 of undesignated funds from the reserve to the airport project 438144 BC AP Runway Expansion to cover the remaining matching funds that were required by the airport to close the runway expansion grant project dated back to 2005.
8. **Health and Human Services - Health Services - AA - 115 COVID-19 Infection Prevention Support**
Approved the Agreement Addendum 115 COVID-19 Infection Prevention Support for FY 20-21.

9. **Health & Human Services - Health Services - Annual Board of Health Policies**

Reviewed and approved the following annual Board of Health policies:

- Orientation and Education for Board of Health Members
- Procedures for Adjudications
- Procedures for Rule-Making

10. **Operation Services - Resolution Exempting Engineering and Design Services for Replacement Convenient Site Buildings**

Approved the following resolution exempting procurement of engineering and design services for replacement convenient site buildings:

RESOLUTION EXEMPTING ENGINEERING AND DESIGN SERVICES FOR CONVENIENT SITE BUILDINGS FROM G.S. 143-64.31

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

WHEREAS, Brunswick County proposes to enter into an agreement for engineering and design services for replacement convenient site buildings; and

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

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

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

1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.
2. This resolution shall be effective upon adoption.

This the 5th day of October, 2020.

Frank L. Williams, Chairman
Brunswick County Board of Commissioners

ATTEST:
Andrea White, NCCCC
Clerk to the Board

11. **Operation Services - Tip Fee Exemption Smart Start of Brunswick County**

Approved a tip fee exemption at the Brunswick County Landfill for Smart Start of Brunswick County.

12. **Sheriff’s Office - Inmate Medical Contract Amendment Proposal**

Approved proposed changes to the contract with the current medical provider in the Brunswick County Detention Center, Wellpath, and authorized the County Manager to execute the contract upon approval from the County Attorney. The requested staffing enhancements will increase the annual contract by \$43,638.

13. **Utilities - 211 Water Treatment Plant Gravity Sand Filter Demolition and Replacement Project Final Adjusting Change Order No. 1 Carmichael Construction Company**

Approved Final Adjusting Change Order No. 1 with Carmichael Construction Company for the construction of the 211 Water Treatment Plant Gravity Sand Filter Demolition and Replacement Project. The Change Order will consist of a time extension of 113 days and a contract deduction in the amount of \$4,999.51.

VI. PRESENTATION

1. Utilities - Project Update (John Nichols, Director of Public Utilities)

Request that the Board of Commissioners receive information regarding the status of various key Utilities' projects. Primarily, updates will be provided for the Northeast Wastewater Treatment Plant Expansion and associated transmission force mains, the Northwest Water Treatment Plant Advanced Treatment and Expansion, and the West Brunswick Regional Wastewater System Expansion.

Mr. Nichols provided an update and presentation on the status of the following key Utilities projects:

- **NEWWTP Expansion Project** - The contract amount for the NEWWTP Expansion of 2.5 MGD is \$41.6M. It is currently 45% complete and is scheduled to be completed by November 2021.
- **Northwest WTP Expansion Project** - The contract amount for the Northwest WTP Expansion and Reverse Osmosis Construction Project is \$129.1M. It is currently 3% complete and the completion date for beneficial use is scheduled for June 2023.
- **74/76 Project** - The 74/76 project in conjunction with Columbus County consists of a sewer pump station to serve the Hwy. 74/76 areas near the county line and is progressing.

Mr. Nichols recognized Mr. Paul Biagiotti, Construction Manager, who is responsible for moving the projects forward in construction, and Mr. Glen Walker, Water Resources Manager, who is onsite making sure the Northwest WTP is moving forward as planned.

VII. ADMINISTRATIVE REPORT

1. Administration - Fiscal Year End June 30, 2020 County Manager's Report and Capital Project Funding (Randell Woodruff, County Manager)

Request that the Board of Commissioners receive information for Fiscal Year End June 30, 2020 and consider an appropriation of fund balance to pay-go future projects planned in the 5 Year Capital Improvement Plan.

Mr. Woodruff gave a presentation on the County's financial position. A brief discussion was held regarding the VIPER radio overhaul project and the space and facility needs study.

VIII. OTHER BUSINESS/INFORMAL DISCUSSION

Chairman Williams asked if there were any other business or informal discussion items to be presented.

Commissioner Cooke recognized the recent passing of Mr. Bill Miller, formerly of the Sheriff's Office, and Mr. Cecil Logan, formerly of the Emergency Services Office.

Following Other Business/Information Discussion, Mr. Woodruff requested that the Board return to the Administrative Report item and consider an appropriation of \$10M from fund balance to the County Capital Reserves fund for future capital projects. This appropriation will reduce the unassigned fund balance to 31% which is within policy goal of maintaining 27% - 35%. Ms. Miller clarified that the funds are not restricted and can be accessed if needed.

Vice-Chairman Thompson moved to approve the request for the \$10M transfer to the Capital Reserves as presented. The motion was seconded by Commissioner Forte and passed unanimously.

IX. CLOSED SESSION

1. Closed Session

Request the Board enter into closed session pursuant to G.S. 143-318.11(a)(1) to approve closed session minutes, 143-318.11(a)(3) to consult with its attorney to protect the attorney-client privilege, and 143-318.11(a)(5) to instruct staff as to negotiating position with respect to acquisition of easements and/or real property interests.

Mr. Shaver noted that the statutory requirements were included in the agenda with the purpose to approve closed session minutes, consult with the attorney, and to instruct staff as to negotiating position with respect to acquisition of easements and/or real property interests.

Commissioner Cooke moved to enter Closed Session as stated at 4:02 p.m. The motion was seconded by Vice-Chairman Thompson and passed unanimously.

Chairman Williams called the Regular Session to order at 4:59 p.m. and asked the County Attorney if there was anything to report from Closed Session.

Mr. Shaver stated that, based on discussions in Closed Session, the Board needed to take action to authorize staff to negotiate and acquire property or easements, up to and including condemnation, for the following three tax parcels: #0140016, #0202A001, and #010017, for the purpose of extending utilities to the industrial property on Hwy. 74/76.

Commissioner Cooke moved to authorize staff to negotiate and acquire property or easements, up to and including condemnation, for tax parcels #01400016, #0202A001, and #0100017 for the purpose of extending utilities to the industrial property on Hwy. 74/76. The motion was seconded by Vice-Chairman Thompson and passed unanimously.

X. ADJOURNMENT

Commissioner Cooke moved to adjourn the meeting at 5:00 p.m.

Before the vote, Commissioner Sykes asked if the Board would consider postponing the Charters of Freedom dedication ceremony, due to COVID-19, from November 6, 2020 until after the first of the year. It was the consensus of the Board to delay the dedication ceremony until the spring of 2021.

Chairman Williams called for a vote on the motion to adjourn. The motion was seconded by Vice-Chairman Thompson and passed unanimously.

Frank Williams, Chairman
Brunswick County Board of Commissioners

Attest:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 19, 2020

Action Item # V. - 3.

From:
Bryan Batton, Asst. County Attorney

County Attorney - Contract Amendment to Operation and Maintenance Agreement for Kings Bluff Pump Station

Issue/Action Requested:

To approve the contract amendment to the current Lower Cape Fear Water and Sewer Authority Operations and Maintenance Agreement for the Kings Bluff Pump Station dated April 6, 2020.

Background/Purpose of Request:

Brunswick County and LCFWSA entered into an Operations and Maintenance Agreement dated April 6, 2020 for the Kings Bluff Raw Water Pump Station. Since that time, LCFWSA obtained a new insurance carrier which has requested additional indemnity and insurance provisions.

The County Attorney's Office and the County's insurance carrier have negotiated for the proposed amendment. It is recommended and requested that the Board approve the proposed contract amendment.

Fiscal Impact:

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

Approved By County Attorney:

Yes

County Attorney's Recommendation:

To approve the contract amendment to the current Lower Cape Fear Water and Sewer Authority Operations and Maintenance Agreement dated April 6, 2020.

County Manager's Recommendation:

Recommend the Board approve the contract amendment to the current Lower Cape Fear Water and Sewer Authority Operations and Maintenance Agreement for the Kings Bluff Pump Station dated April 6, 2020.

ATTACHMENTS:

Description

- ▣ Kings Bluff Contract Amendment

AMENDMENT TO OPERATION AND MAINTENANCE AGREEMENT

THIS AMENDMENT TO OPERATION AND MAINTENANCE AGREEMENT, dated as of September 14, 2020 (this “Amendment”), is made by and between the LOWER CAPE FEAR WATER AND SEWER AUTHORITY, a water and sewer authority created and existing under the provisions of Chapter 162A of the North Carolina General Statutes (the “Authority”), and BRUNSWICK COUNTY, a public entity existing under the laws of the State of North Carolina (the “Operator”), and amends the Operation and Maintenance Agreement dated as of April 6, 2020 (the “Agreement”), by and between the Authority and the Operator.

WITNESSETH:

WHEREAS, the Authority was duly created and is validly existing under Article 1 of Chapter 162A of the General Statutes of North Carolina, as amended, and is empowered thereby to acquire, construct, equip, maintain and operate a water system and to make and enter into contracts with political subdivisions for the acquisition, construction, improvement, extension, enlargement, operation or maintenance of any water system or otherwise providing for or relating to any water system or the purchase or sale of water; and

WHEREAS, the Authority owns, operates and maintains the Kings Bluff Raw Water Pump Station (the station) which pumps water to Brunswick County, Pender County, Cape Fear Public Utility (CFPUA) and two industries located on U.S. Highway 421; and

WHEREAS, in order to ensure the efficient operation and maintenance of the station, on October 10, 1983 the Authority deemed it desirable to enter into a contract (Operation and Maintenance Agreement) with Brunswick County to operate and maintain the station as the operator; and

WHEREAS, on June 10, 2019, the Lower Cape Fear Water and Sewer Authority Board of Directors approved revising the scope of the 1983 Operation and Maintenance Agreement to include operation and maintenance of updated infrastructure improvements and future capital improvement projects; and

WHEREAS, the Authority and Operator entered into an amended and restated Operation and Maintenance Agreement dated as of April 6, 2020 (the “Agreement”) for the operation and maintenance of the water supply system (the “System”), as more fully set forth in that amended and restated agreement; and

WHEREAS, the Authority’s new insurance carrier has recently requested that indemnification and insurance provisions be added to the Agreement, and the Authority and the Operator have agreed to the inclusion of said indemnification and insurance provisions in the Agreement as set forth herein; and

WHEREAS, each of the parties hereto represents that it is fully authorized to enter into this Amendment and perform and fulfill the obligations imposed upon it under this Amendment to the Agreement, and the parties are now prepared to execute and deliver this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration paid by each of the parties to the other, the receipt of which is hereby acknowledged, the Authority and the Operator hereby agree as follows:

Section 1. *Addition of Sections 10(a), 10(b), and 10(c), and 11(a), 11(b), and 11(c) to the Agreement.* The Agreement is hereby amended by adding the following Sections:

10. Indemnification.

(a) To the extent allowed by law, the Operator expressly agrees to indemnify and hold harmless the Authority, its agents, employees, officers/directors, independent contractors and assigns from and against any and all claims, actions, damages, liability and expenses, to include reasonable attorney fees incurred by the Authority, in connection with damage to property, personal injury and/or loss of life caused by the Operator and arising from or out of the operation and maintenance of the System pursuant to the terms of this Agreement.

(b) To the extent permitted by law, the Authority expressly agrees to indemnify and hold harmless the Operator, its agents, employees, officers/directors, independent contractors and assigns from and against any and all claims, actions, damages, liability and expenses, to include reasonable attorney fees incurred by the Operator, in connection with damage to property, personal injury and/or loss of life caused by the Authority and arising from or out of the operation and maintenance of the System pursuant to the terms of this Agreement.

(c) The provisions of this Section 10 shall survive the termination of this Agreement with respect to any claims or liability accruing prior to such termination.

Section 11. Insurance.

Operator agrees to procure and maintain during the term of this Agreement, subject to the risk retention limits hereinafter provided, the following insurance:

(a) Commercial General Liability Insurance covering Operator's operation and maintenance of Authority's facilities hereunder against liability for property damage and/or bodily injuries (including death) with a combined per occurrence limit of not less than \$2,000,000.00;

(b) Workers' Compensation Insurance as required by the North Carolina Workers' Compensation Act; and

(c) The above-referenced insurance shall cover Operator, its officers, agents, and employees, may be a blanket policy or policies also covering other locations and insureds, and shall require that not less than 30 days written notice to Authority prior to any material changes in coverage or to its cancellation. Operator shall obtain and provide Authority with a Certificate of Insurance evidencing the coverages provided by this Section 11. So long as their respective insurers so permit, Operator and Authority hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, all risks, or other insurance now or hereafter existing for the benefit of the respective party, but only to the extent of the net insurance proceeds payable under such policies. Each party shall obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

Section 2. Effective Date of This Amendment. Notwithstanding that this Amendment is dated as of September 14, 2020, this Amendment shall take effect when it is fully executed and has been delivered to the parties hereto contemporaneously.

Section 3. Multiple Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, constituting but one and the same instrument.

Section 4. Severability. If any one or more of the covenants, agreements or provisions of this Amendment shall be determined by a Court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements and provisions shall in no way affect the validity or effectiveness of the remainder of this Amendment or the Agreement, as amended hereby, and this Amendment and the Agreement, as amended hereby, shall continue in force to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives pursuant to the resolutions of their respective governing bodies, have caused this instrument to be executed as of the day and year first above written.

[Signature Pages Follow]

[Signature Page to Amendment to Operation and Maintenance Agreement]

LOWER CAPE FEAR WATER AND SEWER
AUTHORITY

By: _____ (SEAL)
Al Milliken, Chairman

ATTEST:

Charlie Rivenbark, Secretary

APPROVED AS TO FORM:

Matthew A. Nichols, Attorney for
Lower Cape Fear Water and Sewer Authority

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

Finance Officer
Lower Cape Fear Water and Sewer Authority

[Signature Page to Amendment to Operation and Maintenance Agreement]

BRUNSWICK COUNTY, NORTH CAROLINA

By: _____ (SEAL)
Frank Williams, Chairman of the Board of
Commissioners

ATTEST:

Andrea White, Clerk to the Board of Commissioners

APPROVED AS TO FORM:

County Attorney

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

Finance Officer, Brunswick County

NORTH CAROLINA

_____ COUNTY

I, _____, a Notary Public, certify that
_____ personally appeared before me this day and
acknowledged that (s)he is Secretary of the LOWER CAPE FEAR WATER AND SEWER
AUTHORITY, an authority created under the provisions of Chapter 162A of the North
Carolina General Statutes, and that by the authority duly given and as the act of Authority,
the foregoing instrument was signed in its name by its Chairman, sealed with its seal and
attested by herself/himself as its Secretary.

WITNESS my hand and notarial seal, this _____ day of _____, 2020.

Notary Public

My Commission Expires:

(SEAL)

NORTH CAROLINA

_____ COUNTY

I, _____, a Notary Public, certify that
_____ personally appeared before me this day and
acknowledged that (s)he is Clerk to the Board of Commissioners for Brunswick County,
North Carolina, a political subdivision of the State of North Carolina, and that by the
authority duly given and as the act of the County, the foregoing instrument was signed in
its name by its Chairman, sealed with its seal and attested by herself/himself as its Clerk.

WITNESS my hand and notarial seal, this _____ day of _____, 2020.

Notary Public

My Commission Expires:

(SEAL)



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 19, 2020

Action Item # V. - 4.

From:
Bryan W. Batton

County Attorney - DOD - Retreat at Ocean Isle Beach, Sec. 1,
Ph. 5B, Lots 177-185

Issue/Action Requested:

Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure for Retreat at Ocean Isle Beach, Section 1, Phase 5B, Lots 177-185.

Background/Purpose of Request:

Bill Clark Homes of Wilmington, LLC has submitted a Deed of Dedication for water and sewer infrastructure in Retreat at Ocean Isle Beach, Section 1, Phase 5B, Lots 177-185. 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

\$ 19,660.00 for water

\$ 5,975.00 for sewer

Approved By County Attorney:

Yes

County Attorney's Recommendation:

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

County Manager's Recommendation:

Recommend the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure for Retreat at Ocean Isle Beach, Section 1, Phase 5B, Lots 177-185.

ATTACHMENTS:

Description

- Retreat at Ocean Isle Beach, Sec 1, Ph 5B, Lots 177-185 DOD

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

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the 29th day of September, 2020, by and between BILL CLARK HOMES OF WILMINGTON, LLC, a North Carolina Limited Liability Company, with an office and place of business in New Hanover County, and whose address is 127 Racine Drive, Suite 201, Wilmington, North Carolina 28403, party of the first part, hereinafter referred to as “Developer”, and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, whose address is P.O. Box 249, Bolivia, NC 28422, party of the second part, hereinafter referred to as “Grantee”,

WITNESSETH:

That whereas Developer is the owner and developer of a tract or parcel located in Brunswick County, North Carolina, known as The Retreat at Ocean Isle Beach, Phase 5B, Section 1 as described on a plat recorded in Map Cabinet 122 at pages 95-96, (hereinafter collectively “the Development”);

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

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

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

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

ITEM ONE

All of the water distribution lines and sewer collection lines and equipment located under, along and within the property described as THE RETREAT AT OCEAN ISLE BEACH, PHASE 5B, SECTION 1, as the same appears on a plat thereof recorded in Map Cabinet 122 at pages 95-96 of the Brunswick County Registry and as shown on the Exhibit Map prepared by Atlantic Coast Survey dated 8/13/20 attached hereto and marked "Exhibit A".

ITEM TWO

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

TO HAVE AND TO HOLD said water and sewer lines and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever, together with non-exclusive easements over along and upon the entire area of the streets and cul-de-sacs depicted on the maps and servicing the areas referenced above for purposes of entry into the subdivision for maintenance, repair and upkeep of the water (and/or sewer) distribution systems

and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs reserving unto Developer, its successors and assigns, equal rights of easement and easement over, in, along and upon said streets and cul-de-sacs for purposes of installing and maintaining such utilities as may be required for the development of said subdivision, including, but not limited to, electric, gas, telephone, cable and sewer.

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

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

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

Bill Clark Homes of Wilmington, LLC

By:  (SEAL)
Edward H. Clark, Manager

By:  (SEAL)
Cheryl Blanton, Manager

STATE OF NORTH CAROLINA
COUNTY OF PENDER

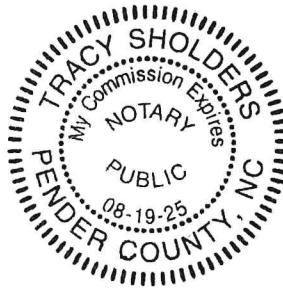
I, Tracy Sholders, a Notary Public of **Pender County, North Carolina**, do hereby certify that **Edward H. Clark** and **Cheryl Blanton** personally appeared before me this day and acknowledged that they are managers of **Bill Clark Homes of Wilmington, LLC**, a North Carolina limited liability company,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

Witness my hand and official seal on this date shown.

Tracy Sholders
Notary Public

Date: September 21, 2020

My Commission Expires: August 19, 2025



ACCEPTANCE OF DEED

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

Brunswick County Board of Commissioners

Frank Williams, Chairman

Andrea White
Clerk to the Board

[illegible][illegible]

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

PARTRIDGE ROAD

QUAL RUN ESTATES SECTION 1 MAP CUMMET 16, PAGE 18

THE RETREAT AT OCEAN ISLE BEACH PHASE 2 SECTION 2 MAP CUMMET 116, PAGE 36-57

RECYCLE LANE

GREEN SPACE

ELSWORTH DRIVE

180 181 182 179 178 177

183 184 185

REDFORD DRIVE

WETLANDS

BILL CLARK JONES OF WILMINGTON, LLC 2000 SOUTHWEST 104TH AVE SUITE 100

THE RETREAT AT OCEAN ISLE BEACH PHASE 2A MAP CUMMET 106, PAGE 71-72

THE RETREAT AT OCEAN ISLE BEACH PHASE 2B MAP CUMMET 11, PAGE 21-25

LANDOVER DRIVE

LANDOVER DRIVE

GRAPHIC SCALE

0 50 100 150 200 250 300 350 400

1 inch = 100 ft.

(IN FEET)

N

N.C. 106, PG. 71
N.C. 106, PG. 72

CERTIFICATE OF MORTGAGE RECORD
William D. Davis OF THE COUNTY
 AND STATE FORESAY, CERTAIN THAT AFTER A
 SEARCHED MAP SURVEY, PERSONALLY EXAMINATION
 OF THE FOREGOING INSTRUMENT, THE EXISTENCE
 UNLESS BY HAND AND OFFICIAL STAMP OR SEAL, THIS
 DAY OF August 1920
William D. Davis
 COUNTY CLERK.
 BY COMMISSION EXPIRES ON June 14/1925

CERTIFICATE OF PERSON, FOR RECORDING

I HEREBY CERTIFY THAT THE SUBMISSION FILED IN PARTIAL OF PLANNED UNIT DEVELOPMENT SCHEM FOR PERSON
NO. 15821, DOES COMPLY WITH THE PLANNED UNIT DEVELOPMENT REGULATIONS OF THE TOWN OF COCA,
FOR RECORDING IN THE OFFICE OF THE REGISTRAR OF DEEDS OF BRANCOH COCA, TOWN OF COCA,
DEPARTMENT OF CORDOBA.

Carulla
SIGNED BY: _____
NAME OF CAUSE: TOWN OF COCA, TOWN OF COCA,
TOWN OF COCA

RECEIVED BY: _____
NAME: _____
REVIEW OFFICER OF RECORDING COURT CERTIFY THAT THE LAW IS FULLY TO
BE OBTAINED AND AFFIDED WITH ALL SUBMITTER REQUIREMENTS FOR RECORDING.

DATE: 8/14/2022

[illegible]

THE RETREAT AT OCEAN ISLE BEACH
PHASE 5B - SECTION 1
LOTS 177-185
SHALLOTTE TOWNSHIP BRUNSWICK COUNTY NORTH CAROLINA
FINAL MASTER LAND USE PLAN

Exhibit A



STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF BRUNSWICK

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

1. That it is the owner of certain property located in Shallotte Township, Brunswick County, North Carolina, known as THE RETREAT AT OCEAN ISLE BEACH, PHASE 5B, SECTION 1, as more particularly described in Deed of Dedication in favor of Brunswick County of even date herewith.

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

BEING all of THE RETREAT AT OCEAN ISLE BEACH, PHASE 5B, SECTION 1, as the same appears on a plat thereof recorded in Map Cabinet 122 at pages 95-96 of the Brunswick County Registry.

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

This the 24th day of September, 2020.

Bill Clark Homes of Wilmington, LLC

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

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

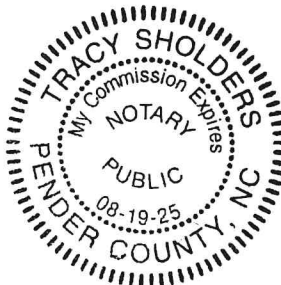
STATE OF NORTH CAROLINA
COUNTY OF PENDER

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

Witness my hand and official seal on this date shown.

[Signature] Date: September 24, 2020
Notary Public

My Commission Expires: August 19, 2025





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 19, 2020

From:
Bryan Batton

Action Item # V. - 5.

County Attorney - DOD - Retreat at Ocean Isle Beach, Sec. 2,
Ph.8, Lots 235-251

Issue/Action Requested:

Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in Retreat at Ocean Isle Beach, Section 2, Phase 8, Lots 235-251.

Background/Purpose of Request:

Bill Clark Homes of Wilmington, LLC has submitted a Deed of Dedication for water and sewer infrastructure in Retreat at Ocean Isle Beach, Section 2, Phase 8, Lots 235-251. 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

\$ 22,600.00 for water

\$ 12,790.00 for sewer

Approved By County Attorney:

Yes

County Attorney's Recommendation:

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

County Manager's Recommendation:

Recommend the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure in Retreat at Ocean Isle Beach, Section 2, Phase 8, Lots 235-251.

ATTACHMENTS:

Description

- DOD--Retreat at OIB, Sec 2, Ph 8, Lots 235-251

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

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the 24th day of September, 2020, by and between BILL CLARK HOMES OF WILMINGTON, LLC, a North Carolina Limited Liability Company, with an office and place of business in New Hanover County, and whose address is 127 Racine Drive, Suite 201, Wilmington, North Carolina 28403, party of the first part, hereinafter referred to as “Developer”, and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, whose address is P.O. Box 249, Bolivia, NC 28422, party of the second part, hereinafter referred to as “Grantee”,

WITNESSETH:

That whereas Developer is the owner and developer of a tract or parcel located in Brunswick County, North Carolina, known as The Retreat at Ocean Isle Beach, Phase 8, Section 2 as described on a plat recorded in Map Cabinet 123 at pages 3-4, (hereinafter collectively “the Development”);

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

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

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

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

ITEM ONE

All of the water distribution lines and sewer collection lines and equipment located under, along and within the property described as THE RETREAT AT OCEAN ISLE BEACH, PHASE 8, SECTION 2, as the same appears on a plat thereof recorded in Map Cabinet 123 at pages 3-4 of the Brunswick County Registry and as shown on the Exhibit Map prepared by Atlantic East Survey dated 8/13/20 attached hereto and marked "Exhibit A".

ITEM TWO

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

TO HAVE AND TO HOLD said water and sewer lines and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever, together with non-exclusive easements over along and upon the entire area of the streets and cul-de-sacs depicted on the maps and servicing the areas referenced above for purposes of entry into the subdivision for maintenance, repair and upkeep of the water (and/or sewer) distribution systems

and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs reserving unto Developer, its successors and assigns, equal rights of easement and easement over, in, along and upon said streets and cul-de-sacs for purposes of installing and maintaining such utilities as may be required for the development of said subdivision, including, but not limited to, electric, gas, telephone, cable and sewer.

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

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

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

Bill Clark Homes of Wilmington, LLC

By:  (SEAL)
Edward H. Clark, Manager

By:  (SEAL)
Cheryl Blanton, Manager

STATE OF NORTH CAROLINA
COUNTY OF PENDER

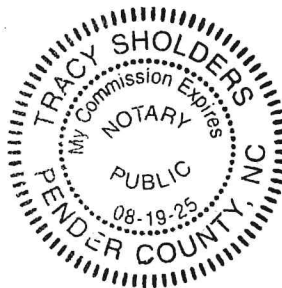
I, Tracy Sholders, a Notary Public of **Pender County, North Carolina**, do hereby certify that **Edward H. Clark** and **Cheryl Blanton** personally appeared before me this day and acknowledged that they are managers of **Bill Clark Homes of Wilmington, LLC**, a North Carolina limited liability company,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

Witness my hand and official seal on this date shown.

Tracy Sholders
Notary Public

Date: September 21, 2020

My Commission Expires: August 19, 2025



ACCEPTANCE OF DEED

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

Brunswick County Board of Commissioners

Frank Williams, Chairman

Andrea White
Clerk to the Board

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF BRUNSWICK

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

1. That it is the owner of certain property located in Shallotte Township, Brunswick County, North Carolina, known as THE RETREAT AT OCEAN ISLE BEACH, PHASE 8, SECTION 2, as more particularly described in Deed of Dedication in favor of Brunswick County of even date herewith.

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

BEING all of THE RETREAT AT OCEAN ISLE BEACH, PHASE 8, SECTION 2, as the same appears on a plat thereof recorded in Map Cabinet 123 at pages 3-4 of the Brunswick County Registry.

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

This the 24th day of September, 2020.

Bill Clark Homes of Wilmington, LLC

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

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

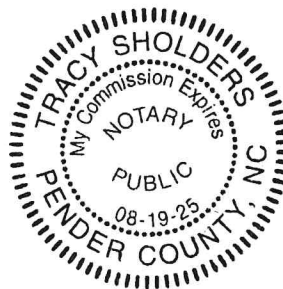
STATE OF NORTH CAROLINA
COUNTY OF PENDER

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Witness my hand and official seal on this date shown.

Tracy Sholders Date: September 24, 2020
Notary Public

My Commission Expires: August 19, 2025





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 19, 2020

Action Item # V. - 6.

Finance - Fiscal Items

From:

Julie A. Miller

Issue/Action Requested:

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

-WIC Additional State Revenues Budget Amendment

Appropriate \$6,072 of additional state revenues restricted for the WIC Client Services program.

- 2020 Emergency Management Performance Grant (EMPG)

Request that the Board of Commissioners approve and accept the grant award for the 2020 Emergency Management Performance Grant Program. The Brunswick County Emergency Management Office has been awarded the 2020 Emergency Management Performance Grant (EMPG) in the amount of \$35,000 with a required match of \$35,000 to be used to enhance the emergency management program and to perform the required objectives as a requirement of receiving the grant. The 2020 EMPG grant and match have already been appropriated in the approved FY21 county budget.

-DCDL - CARES Act Funding

Request that the Board of Commissioners approve and accept the DCDL CARES Act Funding in the amount of \$94,671 to support Adult Protective Services (APS) and Child Protective Services (CPS). Funds to be spent as per guidance outlined in September 16th letter from NC Department of Health and Human Services.

-Financial Reports for September 2020 (unaudited)

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

Background/Purpose of Request:

Fiscal Impact:

Budget Amendment Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County 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

- 20201019 Budget Amendment WIC State Revenues Restricted

- ▣ 20201019 Attach EMPG YR2020 Agreement - FY21
- ▣ 20201019 Attach DCDL CARES - APS-CPS calculation
- ▣ 20201019 Attach DCDL-CARES-COVID-APS-CPS UPDATED
- ▣ September_Monthly_Financial_Statements

Request Info	
Type	Budget Amendment
Description	WIC State Revenues Restricted
Justification	Board Meeting 10/19/2020-Appropriate \$6,072 of additional state revenues restricted for the WIC Client Services program.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
135169	332000	WIC-Client Services	State Revenues - Restricted	6072	Increase	Credit
135169	439900	WIC-Client Services	Contract Services	6072	Increase	Debit

Total	
Grand Total:	12144



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Emergency Management Performance Grant Program (EMPG)

Fiscal Year 2020

AL #: 97.042

Grant#: EMA-2020-EP-00009

SUBAWARD NOTIFICATION

Scott Garner
Brunswick County
PO Box 249
Bolivia, NC 28428-0249

Period of Performance: October 1, 2019 to September 30, 2022
Project Title: EMPG Project
Total Amount of Award: \$35,000.00
MOA #: 2020009

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2020 Emergency Management Performance Grant Program (EMPG) has been approved for funding. In accordance with the provisions of FY 2020 EMPG award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

For projects involving construction or the installation of equipment:

Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Emergency Management Performance Grant (EMPG)

Fiscal Year 2020

AL #: 97.042

Grant #: EMA-2020-EP-00009

Memorandum of Agreement (MOA)

between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

Subrecipient:

Brunswick County
Tax ID/EIN #: 56-6000278
Duns #: 091571349

MOA #: 2020009**Period of performance:**

October 1, 2019 to September 30, 2022

DPS fund code: 1500-8016-3HD0**Award amount:**

	Universal	SatCom	Optional
Federal	\$ 35,000.00	TBD	TBD
State	\$ 0.00	TBD	TBD
Local	\$ 0.00	TBD	TBD
Total	\$ 35,000.00	TBD	TBD

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) EMPG Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide EMPG funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work please see Attachment 1.

2. Program Authorization and Regulations

This Agreement is authorized under the provisions of (1) Department of Homeland Security Appropriations Act, 2019 (Pub. L. No. 116-6); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; (4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2020 EMPG Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with state laws and regulations.

3. Compensation

Recipient agrees that it will pay the Subrecipient complete and total compensation for the services to be rendered by the. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after award date. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by North Carolina Emergency Management of the grant budget and program narrative. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

Subrecipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project.

4. Funding Eligibility Criteria

Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a comprehensive all-hazards emergency preparedness program. Continued EMPG funding is contingent upon completion of all EMPG funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:

- Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance.
- Complete any procurement(s) and expenditures no later than September 30, 2022.
- Provide quarterly progress reports into WebEOC for NCEM Grants Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th, April 15th, July 15th and October 15th.
- Match Requirement: FY 2020 EMPG funding to locals requires a match requirement of 50% Local (Subrecipient). Every federal dollar received requires the Subrecipient to match dollar for dollar. There are two forms of matching sources, cash match and in-kind match. Cash match includes cash spent for project-related costs, e.g. salaries of emergency management positions. In-kind match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match is permitted by law, then the value of donated services could be used to comply with the match requirement. The match funding source for EMPG cannot be matched to any other federal grants. The Subrecipient will identify to the Recipient the match source on their application for EMPG funds. Recipients of EMPG funding can review the FY 2020 EMPG program Notice Of Funding Opportunity(NOFO), section D, Funding Restrictions for additional guidance. The program guidance is available at <http://www.fema.gov/government/grant/index.shtm> or <http://www.fema.gov/government/grant/empg/>. Contact your NC Emergency Management Area Coordinator for assistance.
- The county must have a full-time or part-time (at least 50%) Emergency Management Program Director.

B. File Retention:

Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the financial administration requirements in 2 CFR Part 200 and must maintain a file for each EMPG grant award. The files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

However, if a litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits:

- Subrecipient Resolution/ordinance establishing Subrecipient a State, Local, or Non-Profit agency
- Grant award and memorandum of agreement/memorandum of understanding and supporting appendices
- Completed appropriate report forms with specifications, solicitations, competitive bids, quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment, all expenditure backup documentation, cost/price analyses on file for review by Federal and State personnel, if applicable.
- Other documents required by Federal regulations applicable at the time a grant is awarded.
 - Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

- Audit findings and corrective action plans
- Equipment inventory records with photo documentation of required inventory labeling

C. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

5. Conditions

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2020 EMPG Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all Federal funds are limited to the Federal period of performance.

6. Supplantation

Subrecipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for EMPG activities.

7. Compliance

Subrecipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2020 EMPG NOFO announcement. Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

8. Responsibilities

Recipient:

- A. The Recipient shall provide funding to the Subrecipient to perform the work activities as described herein.
- B. The Recipient shall conduct a review of the project to ensure that it is in accordance with EMPG requirements.
- C. The Federal award date is October 1, 2019. Funds allocated for the performance of the work activities must be encumbered, work completed, and invoices received by the North Carolina Department of Public Safety and North Carolina Emergency Management by September 30, 2022.
- D. The Recipient shall directly monitor the completion of this project.

Subrecipient:

- A. The Subrecipient shall expend FY 2020 EMPG Grant Program funds in accordance with the applicable DHS and EMPG NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- B. The Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) 2 CFR Part 200. Subrecipient must follow procurement procedures and policies as outlined in the applicable DHS and EMPG NOFO announcement and the DHS Financial Management Guide. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable Federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 2 CFR 215; 2 CFR Parts 225, 220, and 230; 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the

Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316; and Grant Award and Special Conditions documents.

- C. Complete all Universal and six or more Optional work activities as identified in the FY 2020 EMPG Local Activity Directory which is a part of the FY 2020 EMPG application packet, incorporated by reference herein.
- D. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2020 EMPG NOFO announcement and Grant Award and Special Conditions documents.
- E. Complete the procurement(s) process not later than September 30, 2022.
- F. Submit invoice(s), proof-of-payment, titles, licenses, registrations, and/or any documents pertaining to purchased equipment to NCEM Grants Management Branch.
- G. Provide a list at project completion phase to the area coordinator and/or Branch Manager of all items purchased through the grant.
- H. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable EMPG NOFO announcement, Grant Award and Special Conditions documents.
- I. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that “effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or subrecipients have not been suspended or debarred from doing business with the Federal government”.
- J. Ensure that EMPG funds are not used to support the hiring of any personnel for the purposes of law enforcement duties or to supplant traditional public safety positions and responsibilities.
- K. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.
- L. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a Federal award from the US Department of Homeland Security, North Carolina Department of Public Safety, North Carolina Emergency Management.”. Use of the Federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security”.
- M. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand-receipted or transferred.
- N. Maintain an effective property management system that complies with the following requirements:
 - i. Recipient and Subrecipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Subrecipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Subrecipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

- ii. Subrecipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Subrecipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.
 - iii. Subrecipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Subrecipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 CFR Part 200. Items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 CFR Part 200. Subrecipient must provide documentation that includes the method used to determine current fair market value.
 - v. Only allowable equipment listed in the Authorized Equipment List (AEL) for EMPG are eligible for purchases from this grant. For more guidance visit www.fema.gov.
- O. No indirect or administrative costs will be charged to this allocation award.
- P. Subrecipient must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.
- S. Subrecipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following web links: www.dnb.com or <http://fedgov.dnb.com/webform>.
- T. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). It is required for all applicants name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- U. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Subrecipient, and shall not be reimbursed under this MOA.

9. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS and NCEM for the purpose set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with the applicable DHS Program Guidelines, which include, but may not be limited to, the FY 2020 EMPG NOFO announcement, available at: www.fema.gov.

2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the DHS Financial Management Guide available at www.dhs.gov. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. Taxes

Subrecipient shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the subrecipient under this grant.

11. Warranty

As an independent subrecipient, the Subrecipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall

not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. Audit Requirements

For all DHS grant programs, Subrecipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

13. State Property

Subrecipient shall be responsible for the custody and care of any property purchased with EMPG funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with EMPG Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with EMPG funds shall be in the Subrecipient unless noted in section 8 of the MOA.

14. Points of Contact

To provide consistent and effective communication between Subrecipient and the North Carolina Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The North Carolina Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director - Administration, the NCEM Grants Management Branch Staff, and the NCEM Area Coordinator Staff. The Subrecipient point of contact shall be the EMPG Program Manager or the person designated by the Subrecipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- Is or becomes part of the public domain, through no fault of the receiving party.
- Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- Is independently developed at the receiving party by someone not privy to the confidential information.

15. Public Records Access

While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

16. Subcontracting

If Subrecipient subcontracts any or all purchases or services required under this Agreement, then Subrecipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Subrecipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Subrecipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and Federal requirements. Subrecipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable EMPG NOFO announcement referenced herein.

17. Situs

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

18. Antitrust Laws

This Agreement is entered into in compliance with all State and Federal antitrust laws.

19. Other Provisions/Severability

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Subrecipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

20. Compliance with the law

Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Subrecipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2020 EMPG NOFO announcement.

21. Entire Agreement

This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

22. Modification

This Agreement may be amended only by written amendments duly executed by the Recipient and the Subrecipient.

23. Prohibitions on expending FEMA award funds for covered telecommunications equipment or services

Effective August 13, 2020, FEMA recipients and subrecipients may not use any FEMA funds under open or new awards to:

1. Procure or obtain any equipment, system, or service that uses ***covered telecommunications equipment or services*** as a substantial or essential component of any system, or as critical technology of any system
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses ***covered telecommunications equipment or services*** as a substantial or essential component of any system, or as critical technology of any system
3. Enter into, extend, or renew contracts with entities that use ***covered telecommunications equipment or services*** as a substantial or essential component of any system, or as critical technology as part of any system

Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition. Recipients and subrecipients should refer to applicable program guidance or contact the applicable program office to determine if replacement equipment or services is eligible under that program.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA, ***covered telecommunications equipment or services*** means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)
3. Telecommunications or video surveillance services provided by such entities or using such equipment
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

24. Certification of eligibility--Under the Iran Divestment Act

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contacting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>, and is updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

25. Termination

The terms of this agreement, as modified with the consent of all parties, will remain in effect until September 30, 2022. Either party upon thirty days advance written notice to the other party may terminate this agreement. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200 and the 2020 EMPG NOFO, incorporated by reference herein, the Subrecipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

26. Scope of Work

The Subrecipient shall implement the EMPG Grant project summarized below and as described in the approved FY 2020 EMPG application. That Application is hereby incorporated by reference into this Agreement. The Recipient shall certify eligible costs according to the following expenditures:

- A. Scope of Work Summary
Please see Attachment 1 for a detailed Scope of Work description.
- B. Reports to be provided at the conclusion of work (if applicable):
 - i. Quarterly project progress reports
 - ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with EMPG
 - iii. After-action report from Trainings or Exercises
 - iv. Training course roster and description
 - v. Any other documentation that would be pertinent
 - vi. Any invoices detailing the expenses associated with the project

27. Lobbying Prohibition

The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or Federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Assurance of Compliance with Title VI of the Civil Rights Act of 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractors obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. Sanctions for Noncompliance: In the event of the contractors noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
- i. Withholding of payments to the contractor under the contract until the contractor complies.
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The contractor shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the contractor may request the United States

to enter such litigation to protect the interests of the United States.

29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964

Subrecipient hereby agrees that as a condition to receiving any Federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F , Nondiscrimination in Federally-Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives Federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

- A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

- C. Insert the clauses of this agreement in every contract subject to the Act and the Regulations.
- D. This assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project.
- E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, Subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, Subrecipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Subrecipient executed in expending these grant funds:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are

constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended.

- B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Subrecipient:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

* Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

31. Assurance of Compliance with Privacy Act

The Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party contractors, subcontractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub grant, or sub agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to

accomplish a DHS function, a Privacy Act notification informing the third party contractor, or sub Recipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

- D. To include the text of Sections 30 part A through C in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the DHS.

32. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F. The regulations, published in the January 31, 1989 Federal Register, require certification by sub- Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR Part 200).

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establish a drug-free awareness program to inform employees about:
- i. The dangers of drug abuse in the workplace
 - ii. The Subrecipient's policy of maintaining a drug-free workplace
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A. .
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
- i. Abide by the terms of the statement.
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is convicted:
- i. Taking appropriate personnel action against such an employee, up to and including termination.
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

33. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective October 1, 2019. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

34. Term of this Agreement

This agreement shall be in effect from October 1, 2019 to September 30, 2022

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of October 1, 2019.

NC DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

BRUNSWICK COUNTY
PO BOX 249
BOLIVIA, NC 28428-0249

DocuSigned by:
Michael A. Sprayberry
BY: BC5D277408294AB...
**MICHAEL A. SPRAYBERRY, EXECUTIVE DIRECTOR
& DEPUTY HOMELAND SECURITY ADVISOR
NC EMERGENCY MANAGEMENT/
NC OFFICE OF RECOVERY & RESILIENCY**

DocuSigned by:
Randell Woodruff
BY: 6D9D7062584B442...

APPROVED AS TO PROCEDURES:

BY: _____
**TARA WILLIAMS-BROWN, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY**

BY: _____

DocuSigned by:
William Polk
BY: 949A5B0339CC40D...
**WILLIAM POLK, DEPUTY GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS DEPUTY GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS**

BY: _____
**ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY**

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2020 EMERGENCY MANAGEMENT PREPAREDNESS GRANT PROGRAM AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE EMPG FOR OTHER FISCAL YEARS.



STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
 North Carolina Emergency Management
 Physical Address: 4105 Reedy Creek Road, Raleigh, NC 27607



Emergency Management Performance Grant Program

Fiscal Year 2020

COST REPORT 1

Sub-recipient: Brunswick County
Address: PO Box 249
 Bolivia, NC 28428-0249
Federal ID #: 56-6000278
DUNS #: 091571349
Branch: Eastern

Account #: 1901-1500-8016-3HD0
Grant period: October 1, 2019 - September 30, 2022
Grant file #: EMPG-2020-2020009

Funding worksheet

	EMPG initial amount	Universal (Base) amount	Optional amount	SATCOM deductions	Balance to be paid
Federal/State	\$35,000.00	\$35,000.00	TBD	TBD	\$0.00
Local match	\$35,000.00	\$35,000.00	TBD	TBD	\$0.00
Total	\$70,000.00	\$70,000.00	TBD	TBD	\$0.00

This is the first of two cost reports. This initial cost report reflects the Universal (Base) amount that your county is eligible to receive provided all Universal activities are completed, and documentation is approved by the State before the designated deadline. This cost report requires appropriate signatures and return to the state for payment of eligible EMPG work activities completed to date.

The second cost report will reflect completed and approved Optional work activity amounts by your emergency management program. **SATCOM deductions** and a **Balance to be paid** will also be reflected in Cost Report 2 to give you a total 2020 EMPG Final Amount award for your county.

Please note that failure to complete any Universal activity will result in a 12.5% penalty per activity to be assessed against your 2021 EMPG funds.

Certification:

I certify that the above are correct based on grantee's official accounting system and records, consistently applied and maintained, and that expenditures shown have been made for the purpose of and in accordance with, applicable grant terms and conditions, and that appropriate documentation to support these costs and expenditures is available or attached.

DocuSigned by:

Brunswick County Finance Officer Authorized Signature

DocuSigned by: 6D9D7062564B442
 Brunswick County Authorized Signature

North Carolina Emergency Management Director's Approval Signature

Department of Public Safety Controller's Office Approval

Date

10/9/2020 | 15:57:22 EDT

Date

10/9/2020 | 13:58:10 EDT

Date

Date

Attachment 1

North Carolina Emergency Management

Preparedness Grants Application

Fiscal Year 2020

All fields are mandatory. Responses should be limited to the spaces allocated. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Grants selection			
<i>Select answer "Yes" or "No" for each grant.</i>			
Are you applying for:			
- Emergency Management Performance Grant (EMPG)?	Yes		
- Hazardous Materials Emergency Preparedness (HMEP)?	No		
- North Carolina Tier II Competitive?	No		
- North Carolina Tier II Noncompetitive?	Yes		

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant			
<i>This is the agency applying for grants.</i>			
Applying agency	County of Brunswick		
Street address	30 Government Center Drive, NE		
City	Bolivia	ZIP + 4	28422
Email	Click or tap here to enter text.		
EIN/Tax ID number	566000278		
DUNS number	091571349		
SAM registered	Yes	Expiration date	6/24/2020
Is the agency applying as a nonprofit with 501(c)(3) status?			No
Your name	Edward Conrow		
Are you authorized to apply for grants on behalf of the applying agency?			Yes

[Field help](#)

Grants point of contact

Grants point of contact			
<i>This is the focal point for any ongoing communications regarding the grants. There is an opportunity to override this contact for any specific grant.</i>			
Name	Scott Garner		
Agency	Brunswick County Emergency Services		
Title	Deputy Director		
Phone (work)	910-253-2577	Phone (mobile)	910-515-4900
Street address	3325 Old Ocean Highway		
City	Bolivia	ZIP + 4	28422
Email	scott.garner@brunswickcountync.gov		

[Field help](#)

EM program manager

EM program manager <i>This is the local EM grants manager.</i>	
Name	Edward Conrow, ES Director
Email	edward.conrow@brunswickcountync.gov

[Field help](#)

Grants MOA signatory

Grants MOA signatory <i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. There is an opportunity to override this contact for any specific grant.</i>			
Name	Randell Woodruff		
Agency	County of Brunswick		
Title	County Manager		
Street address (not PO Box)	30 Government Center Drive, NE		
City	Bolivia	ZIP + 4	28422
Email	randell.woodruff@brunswickcountync.gov		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

[Field help](#)

Projects

Enter requested project information for each grant checked under **Grants selection**.

EMPG

*Point of contact (complete only if different from point of contact in **Contacts** section.)*

*MOA signatory (complete only if different from MOA signatory in **Contacts** section.)*

Finance director

Finance director <i>The signature of the finance director of the agency is required for the memorandum of agreement.</i>	
Name	Julie Miller
Email	julie.miller@brunswickcountync.gov

[Field help](#)

Project information

General information <i>Enter information describing the project.</i>	
Title	EM Salaries
Description	The funds will contribute toward the emergency management salaries and will be matched with county funds
Goal	Our goal is to fund 50% of the Emergency Manager's and Deputy Emergency Manager's Salary to ensure an active EM department that can plan for and respond to emergency situations within the county
Construction/renovation required	No
Structural attachment required	No
Core capabilities addressed <i>Select primary and secondary (if applicable) core capabilities addressed by this project.</i>	
Primary	Operational Coordination
Secondary	Choose an item.
Project timeline milestones <i>List the major project events and their completion dates.</i>	
Milestone	Completion Date
Receive Award	9/2020
Pay Salary	6/2021
Close Out Grant	9/2021
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.

Field help

Budget

Complete **Organization details** if any personnel is funded by this grant, then complete the **Planning/Organization/Equipment/Training/Exercises costs** section.

[Organization details](#)

Enter the requested information if any personnel are funded by this grant.

EM program manager	
<i>Complete for EM program manager activity only.</i>	
Time allotted for EM	50%
Salary	\$88,000
Date of employment in current position	4/1/2019
All personnel	
<i>Complete for all personnel supported by funds from this project.</i>	
All EMPG program funds (federal and match) allocated towards local emergency management personnel	\$228,418
All EMPG Program funds (federal and match) allocated towards non-local emergency management personnel	0
Total number of local emergency management full-time equivalent(FTE) personnel, including those supported and not supported by the EMPG Program	2
Number of local emergency management FTE personnel supported (fully or partially) by the EMPG Program	2
Number of local emergency management personnel supported (fully or partially) by the EMPG Program	2

Field help

[Planning/Organization/Equipment/Organization/Training/Exercises \(POETE\) costs](#)

[Additional information \(if needed\)](#)

HMEP

North Carolina Tier II Competitive

North Carolina Tier II Noncompetitive

Certification

Certification <i>Review each certification item and check where appropriate.</i>	
I certify that:	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> This application includes complete and accurate information. <input checked="" type="checkbox"/> No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. <input checked="" type="checkbox"/> In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant. <input checked="" type="checkbox"/> Submission of the project proposal does not guarantee funding. <input checked="" type="checkbox"/> Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list). <input checked="" type="checkbox"/> Any changes made to this grant application after the submission deadline must be approved by the Planning and Homeland Security Section Grants Branch Manager and an updated application must be submitted. <input checked="" type="checkbox"/> If applying as a nonprofit agency you must have a 501(c)(3) status. A copy of that certification must be submitted with your application. <input checked="" type="checkbox"/> (EMPG only) Positions that are classified as sworn law enforcement officers may not be funded through EMPG.

Attachment 3

Attachment 3 - EXAMPLE**Grant-Funded Typed Resource Report****Tool Instructions:**

- Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**
- Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
- Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
- Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
- Enter the cost of the equipment or training.
- Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch. This Form Can be accessed at www.fema.gov/media-library/assets/documents/28973?id=6432

SUBGRANTEE:		GRANT#:		PROJECT:							
Carolina County		2013-SS-00033-S01-13xx		Generators & Generator Switches							
Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments

Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	53	2	Sustain Current	Operational Coordination	\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.

Attachment 3 Grant-Funded Typed Resource Report

Tool Instructions:

1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch.

[illegible]

Attachment 4

2020 DHS Standard Terms and Conditions

The 2020 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2020. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

2020 DHS Standard Terms and Conditions

6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Public Law Number 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101– 12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, [Pub. L. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see

2020 DHS Standard Terms and Conditions

[42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D](#).)

VIII. **Copyright**

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#)).

XI. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

XIII. **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

2020 DHS Standard Terms and Conditions

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§ 3729- 3733](#), which prohibit the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

2020 DHS Standard Terms and Conditions

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, Pub. L. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#)) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements

All instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq.](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, [Pub. L. 89-272](#) (1965), (codified as amended by the *Resource Conservation and Recovery Act*, [42 U.S.C. § 6962](#).) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at [29 U.S.C. § 794](#),) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Attachment 5

Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain a file for each Homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

- ☐ Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- ☐ Completed appropriate cost report forms with invoices and proof(s) of payment
- ☐ Audit Findings and Corrective Action Plans
- ☐ Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:

- ☐ Backup documentation, such as bids and quotes.
- ☐ Cost/price analyses on file for review by Federal personnel, if applicable.
- ☐ Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases:

- ☐ Specifications
- ☐ Solicitations
- ☐ Competitive quotes or proposals
- ☐ Basis for selection decisions
- ☐ Purchase orders
- ☐ Contracts
- ☐ Invoices
- ☐ Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

COVID - APS/CPS Essential Worker - Additional Costs Funding

County	# CPS/APS Combined	% of total APS/CPS Assessments (Combined)	Allocation
ALAMANCE	1395	1.6%	\$133,670
ALEXANDER	396	0.5%	\$37,945
ALLEGHANY	109	0.1%	\$10,444
ANSON	211	0.2%	\$20,218
ASHE	319	0.4%	\$30,567
AVERY	99	0.1%	\$9,486
BEAUFORT	622	0.7%	\$59,601
BERTIE	146	0.2%	\$13,990
BLADEN	271	0.3%	\$25,967
BRUNSWICK	988	1.1%	\$94,671
BUNCOMBE	2964	3.4%	\$284,013
BURKE	1121	1.3%	\$107,415
CABARRUS	1452	1.7%	\$139,132
CALDWELL	958	1.1%	\$91,796
CAMDEN	56	0.1%	\$5,366
CARTERET	668	0.8%	\$64,008
CASWELL	211	0.2%	\$20,218
CATAWBA	2067	2.4%	\$198,062
CHATHAM	370	0.4%	\$35,454
CHEROKEE	350	0.4%	\$33,537
CHOWAN	108	0.1%	\$10,349
CLAY	138	0.2%	\$13,223
CLEVELAND	1342	1.5%	\$128,592
COLUMBUS	435	0.5%	\$41,682
CRAVEN	750	0.9%	\$71,866
CUMBERLAND	3821	4.4%	\$366,131
CURRITUCK	250	0.3%	\$23,955
DARE	213	0.2%	\$20,410
DAVIDSON	1653	1.9%	\$158,392
DAVIE	343	0.4%	\$32,867
DUPLIN	591	0.7%	\$56,630
DURHAM	1780	2.1%	\$170,561
EDGECOMBE	523	0.6%	\$50,114
FORSYTH	2554	2.9%	\$244,726
FRANKLIN	148	0.2%	\$14,181
GASTON	3422	4.0%	\$327,899
GATES	51	0.1%	\$4,887
GRAHAM	134	0.2%	\$12,840
GRANVILLE	406	0.5%	\$38,903
GREENE	143	0.2%	\$13,702
GUILFORD	3099	3.6%	\$296,949

County	# CPS/APS Combined	% of total APS/CPS Assessments (Combined)	Allocation
HALIFAX	393	0.5%	\$37,658
HARNETT	927	1.1%	\$88,826
HAYWOOD	691	0.8%	\$66,212
HENDERSON	1216	1.4%	\$116,518
HERTFORD	150	0.2%	\$14,373
HOKE	578	0.7%	\$55,384
HYDE	27	0.0%	\$2,587
IREDELL	1311	1.5%	\$125,621
JACKSON	365	0.4%	\$34,975
JOHNSTON	1244	1.4%	\$119,201
JONES	85	0.1%	\$8,145
LEE	269	0.3%	\$25,776
LENOIR	528	0.6%	\$50,593
LINCOLN	794	0.9%	\$76,082
MACON	190	0.2%	\$18,206
MADISON	165	0.2%	\$15,810
MARTIN	218	0.3%	\$20,889
MCDOWELL	525	0.6%	\$50,306
MECKLENBURG	9134	10.5%	\$875,227
MITCHELL	221	0.3%	\$21,176
MONTGOMERY	261	0.3%	\$25,009
MOORE	838	1.0%	\$80,298
NASH	577	0.7%	\$55,289
NEW HANOVER	3064	3.5%	\$293,595
NORTHAMPTON	111	0.1%	\$10,636
ONSLOW	2422	2.8%	\$232,078
ORANGE	697	0.8%	\$66,787
PAMLICO	79	0.1%	\$7,570
PASQUOTANK	280	0.3%	\$26,830
PENDER	590	0.7%	\$56,534
PERQUIMANS	76	0.1%	\$7,282
PERSON	291	0.3%	\$27,884
PITT	1224	1.4%	\$117,285
POLK	225	0.3%	\$21,560
RANDOLPH	1179	1.4%	\$112,973
RICHMOND	730	0.8%	\$69,949
ROBESON	2200	2.5%	\$210,806
ROCKINGHAM	1190	1.4%	\$114,027
ROWAN	1696	2.0%	\$162,512
RUTHERFORD	1081	1.2%	\$103,582
SAMPSON	621	0.7%	\$59,505
SCOTLAND	399	0.5%	\$38,233
STANLY	570	0.7%	\$54,618

County	# CPS/APS Combined	% of total APS/CPS Assessments (Combined)	Allocation
STOKES	354	0.4%	\$33,921
SURRY	415	0.5%	\$39,766
SWAIN	177	0.2%	\$16,960
TRANSYLVANIA	395	0.5%	\$37,849
TYRRELL	41	0.0%	\$3,929
UNION	1234	1.4%	\$118,243
VANCE	402	0.5%	\$38,520
WAKE	4097	4.7%	\$392,578
WARREN	63	0.1%	\$6,037
WASHINGTON	87	0.1%	\$8,336
WATAUGA	136	0.2%	\$13,032
WAYNE	1052	1.2%	\$100,804
WILKES	855	1.0%	\$81,927
WILSON	770	0.9%	\$73,782
YADKIN	271	0.3%	\$25,967
YANCEY	162	0.2%	\$15,523
			\$8,300,000



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

SUSAN OSBORNE • Assistant Secretary for County Operations for
Human Services

July 16, 2020

DEAR COUNTY DIRECTORS OF SOCIAL SERVICES

ATTENTION: DIRECTORS, FISCAL OFFICERS

SUBJECT: FEDERAL CARES ACT FUNDING – **UPDATED APS/CPS Essential Worker
Additional Costs – Guidance and Clarification**

REQUIRED ACTION: ___ Information Only ___ Time Sensitive **X Immediate**

PURPOSE

The General Assembly passed Session Law 2020-4, the 2020 COVID-19 Recovery Act, which appropriated federal CARES Act funding to include \$8.3 million allocated to county DSS agencies to support additional Adult Protective Services/Child Protective Services **salary** costs. These funds are made available effective March 1, 2020 and must be expensed by 12/30/2020.

Use of Funds

- Can only be used to pay additional, previously unbudgeted **salary** costs associated with pandemic-driven workforce shortfalls.
- Cannot be used to supplant current funding streams.
- **Further clarification defines that funds CANNOT be used to pay hazard pay or emergency pay as previously indicated.**
- Can be used to pay overtime, paid compensatory time, temporary/time-limited worker **salary** costs.
- Used for:
APS Evaluations, Planning, Mobilizing services.
CPS Investigations, Assessment, In-Home services.
- Overtime/Compensatory time expenditures paid due to staff shortages caused by COVID-19 illness, quarantine, care for COVID positive family members, closed child-care, closed schools during the eligibility period.
- Cost of additional temporary workers hired due to staff shortages, increase in referrals related to schools and senior facilities reopening.
- Cost of hired contract staff needed due to staffing shortages, increase in referrals related to schools and senior facilities reopening.
- Current guidance directs that funds must be expensed by the Department by December 30, 2020. In order to meet that timeline, counties will need to submit final costs on the December 15th, 1571 submission. Discussions continue with NCPRO concerning potential for December costs submission. We will update additional information as that becomes available.

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF SOCIAL SERVICES

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603

MAILING ADDRESS: 2409 Mail Service Center, Raleigh, NC 27699-2409

www.ncdhhs.gov • TEL: 919-527-6390 • FAX: 919-733-3052

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Accessing Funds / Requesting Reimbursement

Counties will receive a Funding Authorization with per-county allocation proportional to CPS/APS assessments in 2019. Attached is the per-county allocation calculation. These expenses will be claimed for reimbursement through the NC-CoReLS/1571 system, via new APS 203 and CPS 213 Part II service codes, application codes 303 and 309. A revised SIS Manual to include these codes/definitions will be posted shortly. Funds are available retroactive to March 1, 2020 via prior period adjustment. Counties must maintain documentation to support appropriate use and expense.

If you have questions or need clarification about these funds, please contact your Local Business Liaison.

Sincerely,



Richard Stegenga
Deputy Director, Business Operations
Division of Social Services

Cc: Susan G. Osborne, Assistant Secretary for County Operations
Zachary E. Wortman, Chief Operating Officer, Human Services
Lisa Tucker Cauley, Deputy Director for Child Welfare Services
Karey Perez, Adult Services Section Chief
Hank Bowers, Assistant Director for Aging and Adult Services

Attachment: APS/CPS County Funding Detail

BG-09-2020

COUNTY OF BRUNSWICK NORTH CAROLINA

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

FOR THE PERIOD ENDED SEPTEMBER 30, 2020



COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

TABLE OF CONTENTS

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

COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

TABLE OF CONTENTS

<u>Schedule</u>		<u>Pages</u>
	MAJOR ENTERPRISE FUNDS:	
C-1	Combining Balance Sheet - Water Fund (Non-GAAP)	21
C-2	Schedule of Revenues and Expenditures - Budget and Actual - Water System Operating Fund (Non-GAAP)	22
C-3	Schedule of Revenues and Expenditures - Budget and Actual - Water Capital Project Funds (Non-GAAP)	23
D-1	Combining Balance Sheet - Wastewater Fund (Non-GAAP)	24
D-2	Schedule of Revenues and Expenditures - Budget and Actual - Wastewater Fund (Non-GAAP)	25
D-3	Schedule of Revenues and Expenditures - Budget and Actual Wastewater Capital Project Funds (Non-GAAP)	26
	NON MAJOR ENTERPRISE FUNDS:	
	INTERNAL SERVICE FUND	
E-1	Schedule of Revenues and Expenditures - Financial Plan and Actual and Changes in Fund Balance- Workers' Compensation Internal Service Fund (Non-GAAP)	27
	OTHER INFORMATIONAL REPORTS:	
	Summary of Cash and Investments	28-29
	Summary Information of Revenues and Expenditures	30
	Ad Valorem and Motor Vehicle Tax Revenues	31
	Local Option Sales Tax Revenues	32
	Water Fund Revenues	33-35
	Wastewater Fund Revenues	36-37
	Water and Wastewater Number of Customers	38

Summary Information for General and Enterprise Funds as of September 30, 2020:

General Fund:

- Total revenues for the General Fund are \$51.3 million for an increase of \$5.5 million or 12.0% over the same period in the prior year. The main reason for this is a \$5.3 million increase in Ad Valorem collections, \$0.4 million increase in sales tax and a \$0.8 million increase in deed excise tax due to growth in the County and is partially offset by timing difference in SRO reimbursements and EMS Billing revenues. Total revenues collected are 24.7% of the amended budget for the fiscal year.
- Total expenditures for the General Fund are \$51.7 million and are 24.4% of the current budget. Total expenditures are less than the expenditures of the same period in the prior year by \$0.2 million or 0.5%. This is due to a prior year additional \$1.3 million in accumulated interest expense related to the Schools GO Bond Phase I in the prior year partially offset by \$0.8 million increase in education.
- There were no transfers to or from other funds which is consistent with the same period of the prior year.
- Revenues are less than expenditures and net transfers by \$0.4 million for the current period end compared to less than by \$6.1 million at the end of the same period of the prior year.

Water Fund:

- Total revenues for the Water Fund decreased \$0.7 million under the same period in the prior year to \$8.4 million. This is a result of irrigation sales decrease of 22.6% or \$0.4 million and \$0.4 million decrease in restricted intergovernmental due to FEMA related events under the same period in the prior year. Retail Water Sales increased 2.6% partially due to approximately 650 new customers related to the acquisition of the Navassa Water and Wastewater System. Total revenues are 34.7% of the amended budget for the fiscal year.
- Total expenditures for the Water Fund are \$5.4 million and are 21.9% of current budget. Expenditures decreased 3.6% or \$0.2 million mainly due to a \$0.5 million or 40.9% decrease in repair and maintenance partially offset by a one-time capital outlay purchase of \$0.2 million or 83.8%.
- There were no transfers to or from water capital projects compared to transfers of \$2.8 million to water capital projects in the same period of the prior year. The transfers were to fund various water capital projects.
- Revenues are more than expenditures and net transfers by \$3.0 million compared to more than by \$0.8 million in the same period of the prior year.

Wastewater Fund:

- Total revenues for the Wastewater Fund increased \$2.2 million under the same period in the prior year to \$8.8 million. This is a result of \$1.3 million increase in participant reimbursement and retail wastewater sales increase of \$0.3 million or 10.9% partially due to approximately 650 new customers related to the acquisition of the Navassa Water and Wastewater System, capital recovery increase of \$0.4 million or 53.6%, and wholesale revenues increased by \$0.1 million or 3.1%, over the same period in the prior year. Total revenues are 32.4% of the amended budget for the fiscal year.
- Total expenditures for the Wastewater Fund are \$3.7 million and are 11.3% of the current budget. Expenditures decreased 15.7% or \$0.7 million over the same period in the prior year mainly due to \$0.7 decrease in one-time capital outlay purchases in the same period in the prior year.
- Net transfers from wastewater capital projects of \$0.6 million increased compared to no transfers in the same period of the prior year.
- Revenues are more than expenditures and net transfers by \$4.5 million compared to more than by \$2.3 million in the same period of the prior year.

COUNTY OF BRUNSWICK, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS

SEPTEMBER 30, 2020

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents/investments	\$ 97,170,354	\$ 28,346,060	\$ 14,228,201	\$ 2,379,287	\$ 142,123,902
Restricted cash and investments	1,882,811	-	55,867,147	-	57,749,958
Taxes receivable - net	94,204,318	-	-	-	94,204,318
Receivables - net	1,477,816	-	-	-	1,477,816
Other governmental agencies	872,665	34,661	422,520	-	1,329,846
Due from other funds	542,809	-	-	-	542,809
Prepaid expenditures	64,000	-	-	-	64,000
Total assets	<u>\$ 196,214,773</u>	<u>\$ 28,380,721</u>	<u>\$ 70,517,868</u>	<u>\$ 2,379,287</u>	<u>\$ 297,492,649</u>
Liabilities:					
Accounts payable and other liabilities	\$ 5,066,442	\$ 10,710	\$ 4,197,011	\$ 25,080	\$ 9,299,243
Due to other funds	-	-	-	542,809	542,809
Total liabilities	<u>5,066,442</u>	<u>10,710</u>	<u>4,197,011</u>	<u>567,889</u>	<u>9,842,052</u>
Deferred Inflows of Resources:	<u>94,502,475</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>94,502,475</u>
Fund Balances:					
Nonspendable	64,000	-	-	-	64,000
Restricted:					
Stabilization by State Statute	13,814,469	-	-	-	13,814,469
Restricted - other	4,408,797	-	55,867,147	2,354,207	62,630,151
Committed	214,566	28,370,011	10,453,710	-	39,038,287
Assigned	2,346,999	-	-	-	2,346,999
Unassigned	75,797,025	-	-	(542,809)	75,254,216
Total fund balances	<u>96,645,856</u>	<u>28,370,011</u>	<u>66,320,857</u>	<u>1,811,398</u>	<u>193,148,122</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 196,214,773</u>	<u>\$ 28,380,721</u>	<u>\$ 70,517,868</u>	<u>\$ 2,379,287</u>	<u>\$ 297,492,649</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND
BALANCES - GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2020

	Major Funds			Non Major	Total
	General	County Capital Project	Education Capital Project	Governmental Funds	Governmental Funds
Revenues:					
Ad valorem taxes	\$ 38,490,723	\$ -	\$ -	\$ -	\$ 38,490,723
Local option sales taxes	3,389,878	-	-	-	3,389,878
Other taxes and licenses	2,746,633	-	-	-	2,746,633
Unrestricted intergovernmental revenues	110,491	-	-	-	110,491
Restricted intergovernmental revenues	2,968,598	615,287	-	639,233	4,223,118
Permits and fees	1,409,115	-	-	69,992	1,479,107
Sales and services	2,064,448	-	-	-	2,064,448
Investment earnings	23,926	11,749	13,190	969	49,834
Other	137,470	-	-	-	137,470
Total revenues	<u>51,341,282</u>	<u>627,036</u>	<u>13,190</u>	<u>710,194</u>	<u>52,691,702</u>
Expenditures:					
Current:					
General government	3,560,064	1,318,214	-	85,983	4,964,261
Public safety	12,010,462	-	-	103,730	12,114,192
Central services	4,866,341	-	-	-	4,866,341
Human services	7,258,806	-	-	-	7,258,806
Transportation	34,625	441,252	-	-	475,877
Environmental protection	4,594,674	86,600	-	-	4,681,274
Culture and recreation	1,031,424	69,981	-	-	1,101,405
Economic and physical development	2,001,594	-	-	1,000,000	3,001,594
Education	12,836,925	-	3,889,728	-	16,726,653
Debt Service:					
Principal retirement	2,500,000	-	-	-	2,500,000
Interest and fiscal charges	1,027,510	-	-	-	1,027,510
Total expenditures	<u>51,722,425</u>	<u>1,916,047</u>	<u>3,889,728</u>	<u>1,189,713</u>	<u>58,717,913</u>
Revenues over (under) expenditures	<u>(381,143)</u>	<u>(1,289,011)</u>	<u>(3,876,538)</u>	<u>(479,519)</u>	<u>(6,026,211)</u>
Other Financing Sources (Uses):					
Premiums on bonds issued	-	-	5,754,033	-	5,754,033
Issuance of long-term debt	-	-	41,795,000	-	41,795,000
Total other financing sources (uses)	-	-	47,549,033	-	47,549,033
Net change in fund balance	(381,143)	(1,289,011)	43,672,495	(479,519)	41,522,822
Fund balance, beginning of year	97,026,999	29,659,022	22,648,362	2,290,917	151,625,300
Fund balance, end of year	<u>\$ 96,645,856</u>	<u>\$ 28,370,011</u>	<u>\$ 66,320,857</u>	<u>\$ 1,811,398</u>	<u>\$ 193,148,122</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
 BUDGET AND ACTUAL - GENERAL FUND
 FOR THE PERIOD ENDED SEPTEMBER 30, 2020

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad valorem taxes	\$ 144,312,368	\$ 144,312,368	\$ 38,490,723	\$ (105,821,645)
Local option sales taxes	21,430,183	21,430,183	3,389,878	(18,040,305)
Other taxes and licenses	4,235,000	4,235,000	2,746,633	(1,488,367)
Unrestricted intergovernmental revenues	1,698,000	1,698,000	110,491	(1,587,509)
Restricted intergovernmental revenues	15,712,567	17,764,613	2,968,598	(14,796,015)
Permits and fees	4,493,860	4,493,860	1,409,115	(3,084,745)
Sales and services	12,191,561	12,395,561	2,064,448	(10,331,113)
Investment earnings	500,650	500,650	23,926	(476,724)
Other	1,029,168	1,175,883	137,470	(1,038,413)
Total revenues	<u>205,603,357</u>	<u>208,006,118</u>	<u>51,341,282</u>	<u>(156,664,836)</u>
Expenditures:				
Current:				
General government	13,580,465	13,824,222	3,560,064	10,264,158
Central services	17,866,183	18,546,329	4,866,341	13,679,988
Public safety	49,187,468	50,375,074	12,010,462	38,364,612
Transportation	138,500	138,500	34,625	103,875
Environmental protection	18,347,433	19,881,725	4,594,674	15,287,051
Economic and physical development	7,584,003	8,057,523	2,001,594	6,055,929
Human services	27,542,339	29,287,846	7,258,806	22,029,040
Education	51,697,695	51,697,695	12,836,925	38,860,770
Culture and recreation	4,582,335	4,770,960	1,031,424	3,739,536
Debt Service:				
Principal retirement	12,305,001	12,305,001	2,500,000	9,805,001
Interest and fiscal charges	3,245,907	3,245,907	1,027,510	2,218,397
Total expenditures	<u>206,077,329</u>	<u>212,130,782</u>	<u>51,722,425</u>	<u>160,408,357</u>
Revenues over (under) expenditures	<u>(473,972)</u>	<u>(4,124,664)</u>	<u>(381,143)</u>	<u>3,743,521</u>
Other Financing Sources (Uses):				
Transfers to other funds	(3,774,548)	(14,074,548)	-	14,074,548
Appropriated fund balance	4,248,520	18,199,212	-	(18,199,212)
Total other financing sources (uses)	<u>473,972</u>	<u>4,124,664</u>	<u>-</u>	<u>(4,124,664)</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ -</u>	<u>(381,143)</u>	<u>\$ (381,143)</u>
Fund balance, beginning of year			97,026,999	
Fund balance, end of year			<u>\$ 96,645,856</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	September 30, 2020	Variance Positive (Negative)	% of Budget	June 30, 2020	September 30, 2019
Revenues:							
Ad Valorem Taxes:							
Current year taxes	\$141,412,368	\$141,412,368	\$ 37,562,514	\$(103,849,854)	27%	\$ 138,972,892	\$ 32,268,886
Prior year taxes	2,200,000	2,200,000	774,478	(1,425,522)	35%	2,653,422	773,283
Penalties and interest	700,000	700,000	153,731	(546,269)	22%	946,057	175,426
	<u>144,312,368</u>	<u>144,312,368</u>	<u>38,490,723</u>	<u>(105,821,645)</u>	<u>27%</u>	<u>142,572,371</u>	<u>33,217,595</u>
Local Option Sales Taxes:							
Article 39 (1%)	8,737,236	8,737,236	1,553,778	(7,183,458)	18%	11,776,406	1,373,712
Article 40 (1/2%)	6,595,205	6,595,205	858,173	(5,737,032)	13%	8,456,612	750,371
Article 42 (1/2%)	6,097,742	6,097,742	977,927	(5,119,815)	16%	8,087,784	860,370
	<u>21,430,183</u>	<u>21,430,183</u>	<u>3,389,878</u>	<u>(18,040,305)</u>	<u>16%</u>	<u>28,320,802</u>	<u>2,984,453</u>
Other Taxes and Licenses:							
Scrap tire disposal fee	180,000	180,000	-	(180,000)	0%	190,436	1,200
Deed stamp excise tax	2,850,000	2,850,000	1,982,957	(867,043)	70%	4,363,659	1,198,204
Solid waste tax	55,000	55,000	-	(55,000)	0%	66,412	-
White goods disposal tax	50,000	50,000	-	(50,000)	0%	62,110	-
1% Occupancy Tax	1,100,000	1,100,000	763,676	(336,324)	69%	1,668,261	674,130
	<u>4,235,000</u>	<u>4,235,000</u>	<u>2,746,633</u>	<u>(1,488,367)</u>	<u>65%</u>	<u>6,350,878</u>	<u>1,873,534</u>
Unrestricted Intergovernmental:							
Medicaid hold harmless	1,000,000	1,000,000	-	(1,000,000)	0%	4,560,730	-
Beer and wine tax	248,000	248,000	-	(248,000)	0%	300,885	-
Jail fees	450,000	450,000	110,491	(339,509)	25%	569,844	99,469
	<u>1,698,000</u>	<u>1,698,000</u>	<u>110,491</u>	<u>(1,587,509)</u>	<u>7%</u>	<u>5,431,459</u>	<u>99,469</u>
Restricted Intergovernmental:							
State and federal grant	15,436,067	17,488,113	2,921,800	(14,566,313)	17%	26,731,313	2,619,179
State Aid to Libraries	145,000	145,000	24,746	(120,254)	17%	148,239	36,309
ARRA federal grant	-	-	-	-	na	1,533	765
Court facility fees	120,000	120,000	18,209	(101,791)	15%	114,354	22,716
Payments in lieu of taxes	-	-	-	-	na	4,362	-
ABC education requirement	-	-	-	-	na	7,500	-
ABC law enforcement service:	4,000	4,000	-	(4,000)	0%	12,099	12,099
State drug tax	7,500	7,500	3,843	(3,657)	51%	32,947	13,036
	<u>15,712,567</u>	<u>17,764,613</u>	<u>2,968,598</u>	<u>(14,796,015)</u>	<u>17%</u>	<u>27,052,347</u>	<u>2,704,104</u>
Permits and Fees:							
Blding inspections and permit:	2,505,000	2,505,000	764,880	(1,740,120)	31%	2,829,396	670,079
Recording fees	772,000	772,000	325,138	(446,862)	42%	919,861	227,428
Fire inspection fees	200,000	200,000	47,480	(152,520)	24%	216,153	48,176
Concealed handgun permit	180,000	180,000	72,434	(107,566)	40%	210,700	36,255
Other permit and fees	836,860	836,860	199,183	(637,677)	24%	940,546	190,483
	<u>4,493,860</u>	<u>4,493,860</u>	<u>1,409,115</u>	<u>(3,084,745)</u>	<u>31%</u>	<u>5,116,656</u>	<u>1,172,421</u>
Sales and Services:							
Solid waste fees	2,600,000	2,600,000	634,754	(1,965,246)	24%	3,358,572	668,157
School resource officer reimb.	1,506,261	1,506,261	-	(1,506,261)	0%	1,476,726	707,088
Rents	13,930	13,930	3,483	(10,447)	25%	16,399	3,483
EMS Charges	4,896,320	4,896,320	686,231	(4,210,089)	14%	5,109,900	1,183,224
Public health user fees	845,050	845,050	260,095	(584,955)	31%	945,678	195,985
Sheriff animal prot. serv. fees	103,500	103,500	25,536	(77,964)	25%	90,833	24,876
Social services fees	81,000	81,000	13,284	(67,716)	16%	63,582	19,098
Public housing fees	23,900	23,900	689	(23,211)	3%	16,979	6,445
Tax collection fees	250,000	250,000	60,840	(189,160)	24%	293,402	54,586
Other sales and services	1,187,000	1,391,000	256,645	(1,134,355)	18%	1,307,072	209,215
Register of deeds	325,950	325,950	105,903	(220,047)	32%	350,547	96,166

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	September 30, 2020	Variance Positive (Negative)	% of Budget	June 30, 2020	September 30, 2019
Sales and Services (continued):							
Marriage licenses	51,300	51,300	17,623	(33,677)	34%	42,444	14,916
Recreation services	307,350	307,350	(635)	(307,985)	0%	158,049	92,776
	<u>12,191,561</u>	<u>12,395,561</u>	<u>2,064,448</u>	<u>(10,331,113)</u>	<u>17%</u>	<u>13,230,183</u>	<u>3,276,015</u>
Investment earnings	<u>500,650</u>	<u>500,650</u>	<u>23,926</u>	<u>(476,724)</u>	<u>5%</u>	<u>1,003,025</u>	<u>253,740</u>
Other:							
Tax refunds - sales and gas tax	1,000	1,000	-	(1,000)	0%	-	-
ABC bottles taxes	45,000	45,000	15,982	(29,018)	36%	75,432	14,888
Cnty Brd of Alcohol Control	24,000	24,000	-	(24,000)	0%	22,500	-
Contributions	9,000	9,000	13,618	4,618	151%	142,252	11,999
Other revenues	950,168	1,096,883	107,870	(989,013)	10%	2,314,758	211,917
	<u>1,029,168</u>	<u>1,175,883</u>	<u>137,470</u>	<u>(1,038,413)</u>	<u>12%</u>	<u>2,554,942</u>	<u>238,804</u>
Total revenues	<u>205,603,357</u>	<u>208,006,118</u>	<u>51,341,282</u>	<u>(156,664,836)</u>	<u>25%</u>	<u>231,632,663</u>	<u>45,820,135</u>
Expenditures:							
General Government:							
Governing Body:							
Salaries	187,635	187,635	50,840	136,795	27%	181,380	48,559
Fringe benefits	74,441	74,441	14,195	60,246	19%	44,976	11,554
Operating costs	69,350	69,350	16,835	52,515	24%	51,402	21,626
	<u>331,426</u>	<u>331,426</u>	<u>81,870</u>	<u>249,556</u>	<u>25%</u>	<u>277,758</u>	<u>81,739</u>
County Administration:							
Salaries	651,269	651,269	184,008	467,261	28%	673,694	177,934
Fringe benefits	202,449	202,449	54,738	147,711	27%	187,399	47,896
Operating costs	49,191	60,391	9,503	50,888	16%	28,340	3,521
	<u>902,909</u>	<u>914,109</u>	<u>248,249</u>	<u>665,860</u>	<u>27%</u>	<u>889,433</u>	<u>229,351</u>
Human Resources:							
Salaries	337,190	337,190	93,100	244,090	28%	326,743	88,815
Fringe benefits	121,116	121,116	31,859	89,257	26%	112,928	29,768
Operating costs	11,650	11,650	1,105	10,545	9%	6,455	1,304
	<u>469,956</u>	<u>469,956</u>	<u>126,064</u>	<u>343,892</u>	<u>27%</u>	<u>446,126</u>	<u>119,887</u>
Finance:							
Salaries	893,082	893,082	245,900	647,182	28%	864,271	232,177
Fringe benefits	310,080	310,080	81,781	228,299	26%	287,913	75,581
Operating costs	464,300	478,972	112,518	366,454	23%	420,555	103,185
	<u>1,667,462</u>	<u>1,682,134</u>	<u>440,199</u>	<u>1,241,935</u>	<u>26%</u>	<u>1,572,739</u>	<u>410,943</u>
Tax Administration:							
Salaries	2,600,885	2,600,885	667,251	1,933,634	26%	2,427,417	661,320
Fringe benefits	1,021,277	1,021,277	254,755	766,522	25%	933,146	244,236
Operating costs	1,018,926	1,018,926	273,191	745,735	27%	862,550	303,458
	<u>4,641,088</u>	<u>4,641,088</u>	<u>1,195,197</u>	<u>3,445,891</u>	<u>26%</u>	<u>4,223,113</u>	<u>1,209,014</u>
County Attorney:							
Salaries	408,877	408,877	113,958	294,919	28%	394,724	108,500
Fringe benefits	129,129	129,129	34,583	94,546	27%	118,033	31,809
Operating costs	149,950	149,950	9,100	140,850	6%	49,493	9,579
	<u>687,956</u>	<u>687,956</u>	<u>157,641</u>	<u>530,315</u>	<u>23%</u>	<u>562,250</u>	<u>149,888</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	<u>Original Budget</u>	<u>Current Budget</u>	<u>September 30, 2020</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2020</u>	<u>September 30, 2019</u>
Court Facilities:							
Operating costs	244,033	244,033	31,761	212,272	13%	179,887	21,897
Board of Elections:							
Salaries	606,064	606,064	113,719	492,345	19%	577,197	89,933
Fringe benefits	148,280	148,280	30,680	117,600	21%	120,559	31,024
Operating costs	217,315	435,200	127,559	307,641	29%	430,868	88,501
Capital outlay	35,250	35,250	-	35,250	0%	305,103	-
	<u>1,006,909</u>	<u>1,224,794</u>	<u>271,958</u>	<u>952,836</u>	<u>22%</u>	<u>1,433,727</u>	<u>209,458</u>
Register of Deeds:							
Salaries	743,755	743,755	179,900	563,855	24%	685,283	183,898
Fringe benefits	326,066	326,066	76,165	249,901	23%	295,472	74,560
Operating costs	1,826,905	1,826,905	751,060	1,075,845	41%	2,527,339	494,122
Capital outlay	32,000	32,000	-	32,000	0%	-	-
	<u>2,928,726</u>	<u>2,928,726</u>	<u>1,007,125</u>	<u>1,921,601</u>	<u>34%</u>	<u>3,508,094</u>	<u>752,580</u>
Contingency:							
Operating Costs	700,000	700,000	-	700,000	0%	-	-
Total general government	<u>13,580,465</u>	<u>13,824,222</u>	<u>3,560,064</u>	<u>10,264,158</u>	<u>26%</u>	<u>13,093,127</u>	<u>3,184,757</u>
Central Services:							
Management Information Systems:							
Salaries	1,193,136	1,193,136	316,344	876,792	27%	1,122,310	295,541
Fringe benefits	413,991	413,991	105,592	308,399	26%	373,427	95,974
Operating costs	1,098,300	1,358,582	152,228	1,206,354	11%	1,384,291	343,783
Capital outlay	108,000	108,000	90,771	17,229	84%	37,747	-
	<u>2,813,427</u>	<u>3,073,709</u>	<u>664,935</u>	<u>2,408,774</u>	<u>22%</u>	<u>2,917,775</u>	<u>735,298</u>
Fleet Services:							
Salaries	690,618	690,618	187,421	503,197	27%	620,559	164,027
Fringe benefits	280,272	280,272	72,248	208,024	26%	241,201	62,326
Operating costs	321,971	326,571	(34,474)	361,045	-11%	341,104	(178,769)
Capital outlay	82,402	441,595	64,196	377,399	15%	29,590	18,980
	<u>1,375,263</u>	<u>1,739,056</u>	<u>289,391</u>	<u>1,449,665</u>	<u>17%</u>	<u>1,232,454</u>	<u>66,564</u>
Engineering:							
Salaries	462,445	462,445	123,029	339,416	27%	436,153	108,177
Fringe benefits	158,731	158,731	40,867	117,864	26%	142,157	33,874
Operating costs	131,800	131,800	5,465	126,335	4%	22,788	9,180
	<u>752,976</u>	<u>752,976</u>	<u>169,361</u>	<u>583,615</u>	<u>22%</u>	<u>601,098</u>	<u>151,231</u>
Operation Services:							
Salaries	2,349,633	2,349,633	631,570	1,718,063	27%	2,282,080	657,310
Fringe benefits	1,024,405	1,024,405	256,351	768,054	25%	931,616	253,643
Operating costs	3,036,090	3,099,661	650,143	2,449,518	21%	3,453,252	673,463
Capital outlay	237,000	229,500	-	229,500	0%	478,054	106,151
	<u>6,647,128</u>	<u>6,703,199</u>	<u>1,538,064</u>	<u>5,165,135</u>	<u>23%</u>	<u>7,145,002</u>	<u>1,690,567</u>
Non-departmental:							
Salaries	-	-	-	-	na	-	-
Fringe benefits	5,748,322	5,748,322	1,226,028	4,522,294	21%	5,476,889	1,969,505
Operating costs	529,067	529,067	978,562	(449,495)	185%	356,886	865,303
Capital outlay	-	-	-	-	na	36,475	-
	<u>6,277,389</u>	<u>6,277,389</u>	<u>2,204,590</u>	<u>4,072,799</u>	<u>35%</u>	<u>5,870,250</u>	<u>2,834,808</u>
Total central services	<u>17,866,183</u>	<u>18,546,329</u>	<u>4,866,341</u>	<u>13,679,988</u>	<u>26%</u>	<u>17,766,579</u>	<u>5,478,468</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	September 30, 2020	Variance Positive (Negative)	% of Budget	June 30, 2020	September 30, 2019
Public Safety:							
District Attorney:							
Operating costs	48,000	48,000	826	47,174	2%	30,951	1,637
Sheriff:							
Salaries	10,829,121	10,829,121	2,973,272	7,855,849	27%	10,810,258	3,010,381
Fringe benefits	4,017,019	4,017,019	1,035,911	2,981,108	26%	3,779,568	994,719
Operating costs	2,854,767	3,192,933	541,001	2,651,932	17%	2,911,596	746,641
Capital outlay	822,980	1,193,379	321,210	872,169	27%	941,545	354,008
	18,523,887	19,232,452	4,871,394	14,361,058	25%	18,442,967	5,105,749
Detention Center:							
Salaries	5,158,523	5,260,760	1,218,471	4,042,289	23%	4,751,389	1,317,231
Fringe benefits	2,047,997	2,098,760	465,644	1,633,116	22%	1,754,460	462,518
Operating costs	3,194,957	3,207,898	626,361	2,581,537	20%	2,662,445	710,595
Capital outlay	15,500	53,559	-	53,559	0%	645,387	-
	10,416,977	10,620,977	2,310,476	8,310,501	22%	9,813,681	2,490,344
Emergency Medical:							
Salaries	6,212,012	6,212,012	1,712,277	4,499,735	28%	6,263,213	1,762,176
Fringe benefits	2,255,391	2,255,391	572,317	1,683,074	25%	2,065,937	547,848
Operating costs	1,987,622	2,021,658	475,769	1,545,889	24%	1,914,800	495,916
Capital outlay	700,000	731,756	91,449	640,307	12%	1,785,485	366,023
	11,155,025	11,220,817	2,851,812	8,369,005	25%	12,029,435	3,171,963
Emergency Management:							
Salaries	261,388	261,388	72,217	189,171	28%	264,171	76,976
Fringe benefits	86,348	86,348	20,843	65,505	24%	74,259	20,964
Operating costs	432,525	540,125	111,588	428,537	21%	413,327	94,990
Capital outlay	10,800	10,800	5,334	5,466	49%	54,132	-
	791,061	898,661	209,982	688,679	23%	805,889	192,930
Other Agencies:							
Fire districts	60,000	60,000	15,000	45,000	25%	60,000	15,000
Rescue Squads	331,800	331,800	-	331,800	0%	331,800	3,575
	391,800	391,800	15,000	376,800	4%	391,800	18,575
Building Inspections and Central Permitting							
Salaries	1,754,794	1,754,794	459,558	1,295,236	26%	1,623,490	440,589
Fringe benefits	626,910	626,910	158,083	468,827	25%	566,298	146,556
Operating costs	149,230	152,430	24,265	128,165	16%	123,265	24,776
Capital outlay	-	-	-	-	na	55,917	52,439
	2,530,934	2,534,134	641,906	1,892,228	25%	2,368,970	664,360
Fire Inspections							
Salaries	346,051	346,051	99,071	246,980	29%	337,442	76,336
Fringe benefits	123,088	123,088	30,007	93,081	24%	99,310	22,990
Operating costs	74,849	74,849	12,307	62,542	16%	48,631	14,912
Capital outlay	37,000	37,000	-	37,000	0%	61,168	52,439
	580,988	580,988	141,385	439,603	24%	546,551	166,677
Central Communications:							
Salaries	1,974,107	1,974,107	464,960	1,509,147	24%	1,706,295	479,836
Fringe benefits	762,210	762,210	173,470	588,740	23%	635,319	169,314
Operating costs	621,155	619,070	40,033	579,037	6%	224,299	90,681
Capital outlay	214,300	255,608	27,256	228,352	11%	66,296	31,652
	3,571,772	3,610,995	705,719	2,905,276	20%	2,632,209	771,483

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	September 30, 2020	Variance Positive (Negative)	% of Budget	June 30, 2020	September 30, 2019
Animal Protective Services:							
Salaries	606,195	606,195	160,164	446,031	26%	595,236	174,693
Fringe benefits	241,571	241,571	61,957	179,614	26%	231,408	63,831
Operating costs	294,258	353,484	39,841	313,643	11%	282,620	56,994
Capital outlay	35,000	35,000	-	35,000	0%	33,684	-
	<u>1,177,024</u>	<u>1,236,250</u>	<u>261,962</u>	<u>974,288</u>	<u>21%</u>	<u>1,142,948</u>	<u>295,518</u>
Total public safety	<u>49,187,468</u>	<u>50,375,074</u>	<u>12,010,462</u>	<u>38,364,612</u>	<u>24%</u>	<u>48,205,401</u>	<u>12,879,236</u>
Transportation:							
Cape Fear Regional Jetport	111,000	111,000	27,750	83,250	25%	111,000	27,750
Odell Williamson Mun. Air.	27,500	27,500	6,875	20,625	25%	27,500	6,875
Cape Fear Transp. Authority	-	-	-	-	na	32,072	32,072
Brunswick Transit System	-	-	-	-	na	270,448	-
Total transportation	<u>138,500</u>	<u>138,500</u>	<u>34,625</u>	<u>103,875</u>	<u>25%</u>	<u>441,020</u>	<u>66,697</u>
Environmental Protection:							
Solid Waste:							
Salaries	372,565	372,565	107,031	265,534	29%	361,656	99,787
Fringe benefits	154,977	154,977	41,506	113,471	27%	142,070	36,360
Operating costs	17,333,804	18,852,205	4,415,005	14,437,200	23%	16,848,084	4,142,642
Capital outlay	229,000	229,000	-	229,000	0%	626,147	-
	<u>18,090,346</u>	<u>19,608,747</u>	<u>4,563,542</u>	<u>15,045,205</u>	<u>23%</u>	<u>17,977,957</u>	<u>4,278,789</u>
Other:							
Forestry services	<u>257,087</u>	<u>272,978</u>	<u>31,132</u>	<u>241,846</u>	<u>11%</u>	<u>194,267</u>	<u>37,840</u>
Total environmental protection	<u>18,347,433</u>	<u>19,881,725</u>	<u>4,594,674</u>	<u>15,287,051</u>	<u>23%</u>	<u>18,172,224</u>	<u>4,316,629</u>
Economic Development:							
Community Enforcement:							
Salaries	176,916	176,916	26,008	150,908	15%	123,746	32,024
Fringe benefits	75,377	75,377	10,102	65,275	13%	49,417	12,199
Operating costs	16,040	17,340	5,782	11,558	33%	6,971	1,902
Capital outlay	-	-	-	-	na	23,717	-
	<u>268,333</u>	<u>269,633</u>	<u>41,892</u>	<u>227,741</u>	<u>16%</u>	<u>203,851</u>	<u>46,125</u>
Planning:							
Salaries	480,726	480,726	133,288	347,438	28%	472,414	129,355
Fringe benefits	180,145	180,145	47,256	132,889	26%	159,495	40,939
Operating costs	206,200	434,900	60,556	374,344	14%	114,559	18,260
	<u>867,071</u>	<u>1,095,771</u>	<u>241,100</u>	<u>854,671</u>	<u>22%</u>	<u>746,468</u>	<u>188,554</u>
Cooperative Extension:							
Salaries	327,535	368,373	52,219	316,154	14%	261,161	48,618
Fringe benefits	161,268	164,392	17,613	146,779	11%	92,617	16,878
Operating costs	139,195	158,358	24,852	133,506	16%	98,023	28,212
Capital outlay	-	-	-	-	na	5,350	-
	<u>627,998</u>	<u>691,123</u>	<u>94,684</u>	<u>596,439</u>	<u>14%</u>	<u>457,151</u>	<u>93,708</u>
Soil and Water Conservation:							
Salaries	172,706	172,706	45,727	126,979	26%	167,077	43,263
Fringe benefits	65,794	65,794	16,892	48,902	26%	61,762	15,745
Operating costs	17,950	17,950	815	17,135	5%	12,009	2,435
	<u>256,450</u>	<u>256,450</u>	<u>63,434</u>	<u>193,016</u>	<u>25%</u>	<u>240,848</u>	<u>61,443</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	September 30, 2020	Variance Positive (Negative)	% of Budget	June 30, 2020	September 30, 2019
Public Housing Section 8:							
Salaries	178,936	178,936	26,538	152,398	15%	118,163	34,359
Fringe benefits	76,362	76,362	10,445	65,917	14%	48,821	14,059
Operating costs	2,213,813	2,314,784	494,727	1,820,057	21%	1,918,935	486,319
	<u>2,469,111</u>	<u>2,570,082</u>	<u>531,710</u>	<u>2,038,372</u>	<u>21%</u>	<u>2,085,919</u>	<u>534,737</u>
1 % Occupancy Tax:							
Operating costs	<u>1,100,000</u>	<u>1,100,000</u>	<u>763,676</u>	<u>336,324</u>	<u>69%</u>	<u>1,668,261</u>	<u>674,130</u>
Other Economic Development:							
Holden Beach Special							
Obligation Bond	1,370,040	1,370,040	-	1,370,040	0%	-	-
Lockwood Folly & Shallotte	-	158,848	158,848	-	100%	405,757	-
Dredging							
Reserve for shoreline	200,000	120,576	-	120,576	0%	-	-
Brunswick Busines &	425,000	425,000	106,250	318,750	25%	425,000	106,250
Industry Development	<u>1,995,040</u>	<u>2,074,464</u>	<u>265,098</u>	<u>1,809,366</u>	<u>13%</u>	<u>830,757</u>	<u>106,250</u>
Total economic development	<u>7,584,003</u>	<u>8,057,523</u>	<u>2,001,594</u>	<u>6,055,929</u>	<u>25%</u>	<u>6,233,255</u>	<u>1,704,947</u>
Human Services:							
Health:							
Administration:							
Salaries	2,484,996	2,484,996	679,816	1,805,180	27%	2,346,649	678,661
Fringe benefits	1,346,562	1,346,562	357,354	989,208	27%	1,239,013	337,240
Operating costs	268,750	328,750	44,851	283,899	14%	197,669	31,744
Capital outlay	26,000	26,000	-	26,000	0%	85,068	-
	<u>4,126,308</u>	<u>4,186,308</u>	<u>1,082,021</u>	<u>3,104,287</u>	<u>26%</u>	<u>3,868,399</u>	<u>1,047,645</u>
Communicable Diseases:							
Operating costs	<u>412,225</u>	<u>412,225</u>	<u>123,522</u>	<u>288,703</u>	<u>30%</u>	<u>340,391</u>	<u>88,373</u>
Adult Health Maintenance:							
Operating costs	<u>229,855</u>	<u>1,143,141</u>	<u>934,643</u>	<u>208,498</u>	<u>82%</u>	<u>1,012,361</u>	<u>38,829</u>
Senior Health							
Salaries	39,969	39,969	962	39,007	2%	40,611	15,854
Fringe benefits	19,364	19,364	220	19,144	1%	13,838	5,672
Operating costs	3,835	3,835	587	3,248	15%	1,972	1,026
	<u>63,168</u>	<u>63,168</u>	<u>1,769</u>	<u>61,399</u>	<u>3%</u>	<u>56,421</u>	<u>22,552</u>
Maternal and Child Health:							
Salaries	360,313	360,313	84,339	275,974	23%	294,091	81,861
Fringe benefits	160,848	160,848	35,611	125,237	22%	128,497	34,553
Operating costs	592,274	665,235	142,932	522,303	21%	455,512	131,738
	<u>1,113,435</u>	<u>1,186,396</u>	<u>262,882</u>	<u>923,514</u>	<u>22%</u>	<u>878,100</u>	<u>248,152</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	September 30, 2020	Variance Positive (Negative)	% of Budget	June 30, 2020	September 30, 2019
Environmental Health:							
Salaries	1,254,102	1,254,102	330,414	923,688	26%	1,156,005	311,806
Fringe benefits	462,478	462,478	115,799	346,679	25%	403,912	105,397
Operating costs	147,050	604,053	69,727	534,326	12%	283,365	52,662
Capital outlay	78,600	78,600	-	78,600	0%	26,063	-
	<u>1,942,230</u>	<u>2,399,233</u>	<u>515,940</u>	<u>1,883,293</u>	<u>22%</u>	<u>1,869,345</u>	<u>469,865</u>
Total health	<u>7,887,221</u>	<u>9,390,471</u>	<u>2,920,777</u>	<u>6,469,694</u>	<u>31%</u>	<u>8,025,017</u>	<u>1,915,416</u>
Veterans' Services:							
Salaries	144,196	144,196	35,499	108,697	25%	132,797	36,409
Fringe benefits	58,636	58,636	14,221	44,415	24%	52,767	14,171
Operating costs	17,807	17,807	7,141	10,666	40%	10,462	5,738
Total veterans' services	<u>220,639</u>	<u>220,639</u>	<u>56,861</u>	<u>163,778</u>	<u>26%</u>	<u>196,026</u>	<u>56,318</u>
Social Services:							
Administration:							
Salaries	7,643,082	7,643,082	1,966,183	5,676,899	26%	7,064,534	1,936,651
Fringe benefits	3,742,053	3,742,053	924,134	2,817,919	25%	3,341,257	872,103
Operating costs	3,032,941	3,032,941	334,095	2,698,846	11%	2,317,819	371,215
Capital outlay	100,000	100,000	-	100,000	0%	-	-
	<u>14,518,076</u>	<u>14,518,076</u>	<u>3,224,412</u>	<u>11,293,664</u>	<u>22%</u>	<u>12,723,610</u>	<u>3,179,969</u>
Other Operating Costs:							
Medical assistance	20,000	20,000	1,351	18,649	7%	2,793	-
Aid to the blind	4,100	4,100	-	4,100	0%	8,153	-
Adoption assistance	270,000	270,000	42,684	227,316	16%	219,705	54,822
Special assistance	460,000	460,000	69,363	390,637	15%	291,508	79,592
Foster care	750,000	750,000	94,326	655,674	13%	557,267	98,589
State foster home	400,000	400,000	119,244	280,756	30%	572,449	75,385
Special assistance	25,121	25,121	3,901	21,220	16%	25,121	5,540
Day care	23,000	23,000	-	23,000	0%	-	-
Special child adopt. assistance	-	62,896	1,075	61,821	2%	19,787	5,876
	<u>1,952,221</u>	<u>2,015,117</u>	<u>331,944</u>	<u>1,683,173</u>	<u>16%</u>	<u>1,696,783</u>	<u>319,804</u>
Total social services	<u>16,470,297</u>	<u>16,533,193</u>	<u>3,556,356</u>	<u>12,976,837</u>	<u>22%</u>	<u>14,420,393</u>	<u>3,499,773</u>
Other Human Services:							
Trillium Health Resources	250,443	250,443	-	250,443	0%	250,443	-
Brunswick Senior Resources	2,713,739	2,713,739	678,435	2,035,304	25%	2,589,319	647,330
Other human services	-	179,361	46,377	132,984	26%	158,077	31,472
	<u>2,964,182</u>	<u>3,143,543</u>	<u>724,812</u>	<u>2,418,731</u>	<u>23%</u>	<u>2,997,839</u>	<u>678,802</u>
Total human services	<u>27,542,339</u>	<u>29,287,846</u>	<u>7,258,806</u>	<u>22,029,040</u>	<u>25%</u>	<u>25,639,275</u>	<u>6,150,309</u>
Education:							
Public schools	46,096,535	46,096,535	11,524,134	34,572,401	25%	42,840,126	10,710,033
Public schools - capital outlay	967,060	967,060	241,764	725,296	25%	898,744	224,685
Community college	4,338,757	4,338,757	997,191	3,341,566	23%	4,166,804	980,206
Community college - cap. out.	295,343	295,343	73,836	221,507	25%	323,000	80,751
Total education	<u>51,697,695</u>	<u>51,697,695</u>	<u>12,836,925</u>	<u>38,860,770</u>	<u>25%</u>	<u>48,228,674</u>	<u>11,995,675</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	September 30, 2020	Variance Positive (Negative)	% of Budget	June 30, 2020	September 30, 2019
Culture and Recreation:							
Parks and Recreation:							
Administration:							
Salaries	715,246	715,246	163,976	551,270	23%	639,744	190,093
Fringe benefits	212,248	212,248	53,071	159,177	25%	194,964	52,275
Operating costs	663,769	666,663	93,726	572,937	14%	486,470	146,315
Capital outlay	-	185,731	618	185,113	0%	28,649	-
	<u>1,591,263</u>	<u>1,779,888</u>	<u>311,391</u>	<u>1,468,497</u>	<u>17%</u>	<u>1,349,827</u>	<u>388,683</u>
Maintenance:							
Salaries	785,208	785,208	190,510	594,698	24%	720,837	231,196
Fringe benefits	327,225	327,225	77,513	249,712	24%	293,721	83,235
Operating costs	419,800	419,800	78,446	341,354	19%	429,663	92,169
Capital outlay	82,000	82,000	-	82,000	0%	138,081	-
	<u>1,614,233</u>	<u>1,614,233</u>	<u>346,469</u>	<u>1,267,764</u>	<u>21%</u>	<u>1,582,302</u>	<u>406,600</u>
Total Parks and Recreation	<u>3,205,496</u>	<u>3,394,121</u>	<u>657,860</u>	<u>2,736,261</u>	<u>19%</u>	<u>2,932,129</u>	<u>795,283</u>
Brunswick County Library:							
Salaries	792,995	792,995	207,731	585,264	26%	733,339	209,545
Fringe benefits	338,444	338,444	83,732	254,712	25%	302,215	81,338
Operating costs	245,400	245,400	82,101	163,299	33%	199,874	82,442
	<u>1,376,839</u>	<u>1,376,839</u>	<u>373,564</u>	<u>1,003,275</u>	<u>27%</u>	<u>1,235,428</u>	<u>373,325</u>
Total culture and recreation	<u>4,582,335</u>	<u>4,770,960</u>	<u>1,031,424</u>	<u>3,739,536</u>	<u>22%</u>	<u>4,167,557</u>	<u>1,168,608</u>
Debt Service:							
Principal retirement	12,305,001	12,305,001	2,500,000	9,805,001	20%	13,623,305	2,668,304
Interest and fees	3,245,907	3,245,907	1,027,510	2,218,397	32%	4,975,026	2,346,335
Total debt service	<u>15,550,908</u>	<u>15,550,908</u>	<u>3,527,510</u>	<u>12,023,398</u>	<u>23%</u>	<u>18,598,331</u>	<u>5,014,639</u>
Total expenditures	<u>206,077,329</u>	<u>212,130,782</u>	<u>51,722,425</u>	<u>160,408,357</u>	<u>24%</u>	<u>200,545,443</u>	<u>51,959,965</u>
Revenues over (under) expenditures	<u>(473,972)</u>	<u>(4,124,664)</u>	<u>(381,143)</u>	<u>3,743,521</u>		<u>31,087,220</u>	<u>(6,139,830)</u>
Transfers From Other Funds:							
Transfer from county capital project fund	-	-	-	-	na	2,304,445	-
Transfer from workers comp. internal service fund	-	-	-	-	na	1,479,553	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>na</u>	<u>3,783,998</u>	<u>-</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	Original Budget	Current Budget	September 30, 2020	Variance Positive (Negative)	% of Budget	June 30, 2020	September 30, 2019
Transfers To Other Funds:							
Transfer to county capital projects fund	-	(10,000,000)	-	10,000,000	0%	(9,575,021)	-
Transfer to grant projects funds	-	(300,000)	-	300,000	0%	-	-
Transfer to school capital projects fund	(3,774,548)	(3,774,548)	-	3,774,548	0%	(9,021,922)	-
	(3,774,548)	(14,074,548)	-	14,074,548	0%	(18,596,943)	-
Budgetary Financing Sources (Uses):							
Appropriated fund balance	4,248,520	18,199,212	-	(18,199,212)	0%	-	-
	4,248,520	18,199,212	-	(18,199,212)	0%	-	-
Total other financing sources (uses)	473,972	4,124,664	-	(4,124,664)		(14,812,945)	-
Net change in fund balance	\$ -	\$ -	(381,143)	\$ (381,143)		16,274,275	(6,139,830)
Fund balance, beginning of year			97,026,999			80,752,724	80,752,724
Fund balance, end of year			\$ 96,645,856			\$ 97,026,999	\$ 74,612,894

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - COUNTY CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED SEPTEMBER 30, 2020

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental-NC Dept. of Transportation	\$ 26,364,366	\$ 25,720,906	\$ 615,287	\$ 26,336,193
Restricted intergovernmental-NC Parks & Rec. Trust Fund	750,500	-	-	-
Investment earnings	128,008	826,579	11,749	838,328
Performance bonds	290,876	290,876	-	290,876
Other	554,563	553,803	-	553,803
Total revenues	<u>28,088,313</u>	<u>27,392,164</u>	<u>627,036</u>	<u>28,019,200</u>
Expenditures:				
General Government:				
Court House Renovation	13,671,860	1,921,038	1,318,214	3,239,252
Future Capital Projects	<u>10,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>23,671,860</u>	<u>1,921,038</u>	<u>1,318,214</u>	<u>3,239,252</u>
Environmental protection:				
Landfill Transfer Station	337,000	189,259	86,600	275,859
Future Capital Projects	<u>15,303,994</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>15,640,994</u>	<u>189,259</u>	<u>86,600</u>	<u>275,859</u>
Economic Development:				
Springlake at Maritime Shores	<u>274,585</u>	<u>-</u>	<u>-</u>	<u>-</u>
Cultural and recreation:				
OIB Park Improvements	5,850,000	5,763,018	41,868	5,804,886
Smithville Park Improvements	6,189,666	5,967,164	-	5,967,164
Brunswick Waterway Park Improvements	644,083	201,121	-	201,121
Waccamaw Multiuse Building	<u>316,800</u>	<u>28,705</u>	<u>28,113</u>	<u>56,818</u>
	<u>13,000,549</u>	<u>11,960,008</u>	<u>69,981</u>	<u>12,029,989</u>
Transportation:				
Airport Improvements	<u>27,598,875</u>	<u>26,678,238</u>	<u>441,252</u>	<u>27,119,490</u>
Other:				
Future Capital Projects	<u>897,987</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>81,084,850</u>	<u>40,748,543</u>	<u>1,916,047</u>	<u>42,664,590</u>
Revenues over (under) expenditures	(52,996,537)	(13,356,379)	(1,289,011)	(14,645,390)
Other Financing Sources (Uses):				
Appropriated fund balance	4,805,618	-	-	-
Transfer from general fund	52,484,803	42,484,807	-	42,484,807
Transfer to general fund	<u>(4,293,884)</u>	<u>(4,293,884)</u>	<u>-</u>	<u>(4,293,884)</u>
Total other financing sources (uses)	<u>52,996,537</u>	<u>38,190,923</u>	<u>-</u>	<u>38,190,923</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 24,834,544</u>	<u>(1,289,011)</u>	<u>\$ 23,545,533</u>
Fund balance, beginning of year			<u>29,659,022</u>	
Fund balance, end of year			<u>\$ 28,370,011</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - EDUCATION CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED SEPTEMBER 30, 2020

	Project Budget	Prior Years	Actual Current Year	Total to Date
Revenues:				
NC Public Education Lottery	\$ 7,082,039	\$ 7,092,797	\$ -	\$ 7,092,797
Investment earnings	-	397,430	7,331	404,761
Investment earnings-debt proceeds	-	1,286,080	5,859	1,291,939
Total revenues	<u>7,082,039</u>	<u>8,776,307</u>	<u>13,190</u>	<u>8,789,497</u>
Expenditures:				
Brunswick County Schools	182,387,941	110,409,773	3,889,728	114,299,501
Brunswick Community College	2,304,445	2,004,940	-	2,004,940
Total expenditures	<u>184,692,386</u>	<u>112,414,713</u>	<u>3,889,728</u>	<u>116,304,441</u>
Revenues over (under) expenditures	(177,610,347)	(103,638,406)	(3,876,538)	(107,514,944)
Other Financing Sources (Uses):				
Transfer from general fund	70,872,731	67,098,182	-	67,098,182
Transfer to general fund	(314,013)	(314,013)	-	(314,013)
Premium on bonds issued	8,749,216	2,995,184	5,754,033	8,749,217
Debt financing issued	91,750,000	49,955,000	41,795,000	91,750,000
Appropriated fund balance	6,552,413	-	-	-
Total other financing sources (uses)	<u>177,610,347</u>	<u>119,734,353</u>	<u>47,549,033</u>	<u>167,283,386</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 16,095,947</u>	43,672,495	<u>\$ 59,768,442</u>
Fund balance, beginning of year			<u>22,648,362</u>	
Fund balance, end of year			<u>\$ 66,320,857</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2020

	Emergency Telephone System Fund	Grant Project	ROD- Technology Enhancement Fund	Total
Assets:				
Cash and cash equivalents/investments	\$ 1,438,252	\$ -	\$ 941,035	\$ 2,379,287
Total assets	<u>1,438,252</u>	<u>-</u>	<u>941,035</u>	<u>2,379,287</u>
Liabilities:				
Accounts payable and other liabilities	20,172	-	4,908	25,080
Due to other funds	-	542,809	-	542,809
Total liabilities	<u>20,172</u>	<u>542,809</u>	<u>4,908</u>	<u>567,889</u>
Fund Balance:				
Restricted - other	1,418,080	-	936,127	2,354,207
Unassigned	-	(542,809)	-	(542,809)
Total fund balances	<u>1,418,080</u>	<u>(542,809)</u>	<u>936,127</u>	<u>1,811,398</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 1,438,252</u>	<u>\$ -</u>	<u>\$ 941,035</u>	<u>\$ 2,379,287</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2020

	Emergency Telephone System Fund	Grant Project	ROD- Technology Enhancement Fund	Total
Revenues:				
Restricted intergovernmental	\$ 133,215	\$ 506,018	\$ -	\$ 639,233
Permits and fees	-	-	69,992	69,992
Investment earnings	589	-	380	969
Total revenues	<u>133,804</u>	<u>506,018</u>	<u>70,372</u>	<u>710,194</u>
Expenditures:				
General government	-	48,827	37,156	85,983
Public safety	103,730	-	-	103,730
Economic and physical development	-	1,000,000	-	1,000,000
Total expenditures	<u>103,730</u>	<u>1,048,827</u>	<u>37,156</u>	<u>1,189,713</u>
Revenues over (under) expenditures	30,074	(542,809)	33,216	(479,519)
Fund balance, beginning of year	<u>1,388,006</u>	<u>-</u>	<u>902,911</u>	<u>2,290,917</u>
Fund balance, end of year	<u>\$ 1,418,080</u>	<u>\$ (542,809)</u>	<u>\$ 936,127</u>	<u>\$ 1,811,398</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - EMERGENCY TELEPHONE SYSTEM FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2020 AND THE YEAR ENDED JUNE 30, 2020**

	Budget	September 30, 2020	Variance Positive (Negative)	June 30, 2020	September 30, 2019
Revenues:					
Restricted intergovernmental	\$ 799,291	\$ 133,215	\$ (666,076)	\$ 757,913	\$ 126,319
Investment earnings	-	589	589	11,292	3,534
Total revenues	<u>799,291</u>	<u>133,804</u>	<u>(665,487)</u>	<u>769,205</u>	<u>129,853</u>
Expenditures:					
Operating costs	831,527	103,730	727,797	426,304	89,171
Capital outlay	<u>356,172</u>	<u>-</u>	<u>356,172</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>1,187,699</u>	<u>103,730</u>	<u>1,083,969</u>	<u>426,304</u>	<u>89,171</u>
Revenues over (under) expenditures	(388,408)	30,074	418,482	342,901	40,682
Other Financing Sources (Uses):					
Appropriated fund balance	<u>388,408</u>	<u>-</u>	<u>(388,408)</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ -</u>	<u>30,074</u>	<u>\$ 30,074</u>	<u>342,901</u>	<u>40,682</u>
Fund balance, beginning of year		<u>1,388,006</u>		<u>1,045,105</u>	<u>1,045,105</u>
Fund balance, end of year		<u>\$ 1,418,080</u>		<u>\$ 1,388,006</u>	<u>\$ 1,085,787</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO
ACTUAL - GRANT PROJECT FUND
FROM INCEPTION AND FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	Project Authorization	Actual		
		Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental	\$ 4,509,118	\$ 810,243	\$ 506,018	\$ 1,316,261
Expenditures:				
SAMHSA Expansion Grant FY 19-24	1,200,000	343,336	42,815	386,151
SAMHSA	1,380,527	466,907	6,012	472,919
Pacon Manufacturing Incentive and Reuse	1,300,000	-	1,000,000	1,000,000
Watershed Grant Round 1	498,919	-	-	-
Watershed Grant Round 2	381,072	-	-	-
Watershed Grant Round 3	48,600	-	-	-
Total expenditures	4,809,118	810,243	1,048,827	1,859,070
Revenues over (under) expenditures	(300,000)	-	(542,809)	(542,809)
Other Financing Sources (Uses):				
Transfers from general fund	300,000	-	-	-
Net change in fund balance	\$ -	\$ -	(542,809)	\$ (542,809)
Fund balance, beginning of year			-	
Fund balance, end of year			\$ (542,809)	

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
 ACTUAL AND CHANGES IN FUND BALANCE -
 REGISTER OF DEEDS TECHNOLOGY ENHANCEMENT FUND
 FOR THE PERIOD ENDED SEPTEMBER 30, 2020 AND THE YEAR ENDED JUNE 30, 2020**

	Budget	September 30, 2020	Variance Positive (Negative)	June 30, 2020	September 30, 2019
Revenues:					
Permits and fees	\$ 181,000	\$ 69,992	\$ (111,008)	\$ 189,658	\$ 46,291
Investment earnings	9,000	380	(8,620)	8,901	2,962
Total revenues	<u>190,000</u>	<u>70,372</u>	<u>(119,628)</u>	<u>198,559</u>	<u>49,253</u>
Expenditures:					
General government	<u>209,463</u>	<u>37,156</u>	<u>172,307</u>	<u>150,010</u>	<u>35,868</u>
Revenues over (under) expenditures	(19,463)	33,216	52,679	48,549	13,385
Other Financing Sources (Uses):					
Appropriated fund balance	<u>19,463</u>	<u>-</u>	<u>(19,463)</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ -</u>	<u>33,216</u>	<u>\$ 33,216</u>	<u>48,549</u>	<u>13,385</u>
Fund balance, beginning of year		<u>902,911</u>		<u>854,362</u>	<u>854,362</u>
Fund balance, end of year		<u>\$ 936,127</u>		<u>\$ 902,911</u>	<u>\$ 867,747</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WATER FUND (NON-GAAP)
SEPTEMBER 30, 2020

	Water Fund	Water Capital Projects	Total
Current Assets:			
Cash, cash equivalents and investments	\$ 35,242,235	\$ -	\$ 35,242,235
Restricted cash	2,957,436	174,672,356	177,629,792
Receivables and special assessments, net	3,586,400	-	3,586,400
Due from other governmental agencies	727,740	614	728,354
Inventories	1,716,404	-	1,716,404
Total current assets	<u>44,230,215</u>	<u>174,672,970</u>	<u>218,903,185</u>
Current Liabilities:			
Accounts payable and other liabilities	515,888	5,478	521,366
Customer deposits	2,064,374	-	2,064,374
Interest payable	236,472	-	236,472
Current portion of debt	1,544,059	-	1,544,059
Total current liabilities	<u>4,360,793</u>	<u>5,478</u>	<u>4,366,271</u>
Expendable net position	39,869,422	174,667,492	214,536,914
Noncurrent Items:			
Non-depreciable capital assets	21,767,867	-	21,767,867
Depreciable capital assets, net	151,371,045	-	151,371,045
Deferred outflow	1,966,660	-	1,966,660
Net pension liability	(1,672,796)	-	(1,672,796)
Compensated absences	(477,710)	-	(477,710)
Total other post-employment liability	(11,637,039)	-	(11,637,039)
Non-current portion of debt	(214,933,089)	-	(214,933,089)
Deferred inflow	(1,605,303)	-	(1,605,303)
Total net position	<u>\$ (15,350,943)</u>	<u>\$ 174,667,492</u>	<u>\$ 159,316,549</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

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

	<u>Original Budget</u>	<u>Current Budget</u>	<u>September 30, 2020</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2020</u>	<u>September 30, 2019</u>
Revenues:							
User charges	\$ 23,293,405	\$ 23,293,405	\$ 8,286,161	\$ (15,007,244)	36%	\$ 26,938,083	\$ 8,516,656
Restricted intergovernmental	-	-	-	-	na	2,647,094	423,401
Investment earnings	255,000	255,000	16,061	(238,939)	6%	319,835	104,887
Other	664,358	664,358	89,387	(574,971)	13%	895,434	80,067
Total revenues	<u>24,212,763</u>	<u>24,212,763</u>	<u>8,391,609</u>	<u>(15,821,154)</u>	<u>35%</u>	<u>30,800,446</u>	<u>9,125,011</u>
Expenditures:							
Salaries	5,687,569	5,687,569	1,435,963	4,251,606	25%	4,980,849	1,415,299
Fringe benefits	2,642,851	2,642,851	625,838	2,017,013	24%	2,292,685	680,482
Operating expenditures	7,912,534	8,560,832	2,075,806	6,485,026	24%	7,694,860	1,875,195
Repairs and maintenance	3,002,100	3,275,627	755,632	2,519,995	23%	2,605,060	1,279,397
Capital outlay	1,003,500	2,231,975	453,885	1,778,090	20%	3,970,616	246,937
Debt Service:							
Principal	1,324,464	1,324,464	-	1,324,464	0%	1,278,275	36,435
Interest	892,351	892,351	51,275	841,076	6%	952,138	63,181
Total expenditures	<u>22,465,369</u>	<u>24,615,669</u>	<u>5,398,399</u>	<u>19,217,270</u>	<u>22%</u>	<u>23,774,483</u>	<u>5,596,926</u>
Revenues over (under) expenditures	1,747,394	(402,906)	2,993,210	3,396,116	-743%	7,025,963	3,528,085
Other Financing Sources (Uses):							
Long-term debt issued	-	-	-	-	na	714,000	-
Premiums on debt issued	-	-	-	-	na	69,924	-
Payments to escrow agent for refunded bonds	-	-	-	-	na	(778,023)	-
Transfer to water capital project fund	(1,747,394)	(1,747,394)	-	1,747,394	0%	(2,780,000)	(2,780,000)
Transfer from workers comp. internal service fund	-	-	-	-	na	246,850	-
Appropriated net position	-	2,150,300	-	(2,150,300)	0%	-	-
Total other fin. sources (uses)	<u>(1,747,394)</u>	<u>402,906</u>	<u>-</u>	<u>(402,906)</u>	<u>0%</u>	<u>(2,527,249)</u>	<u>(2,780,000)</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,993,210</u>	<u>\$ 2,993,210</u>		<u>\$ 4,498,714</u>	<u>\$ 748,085</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL -
WATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

		Actual		
	Project Budget	Prior Year	Current Year	Total to Date
Revenues:				
Investment earnings	\$ 120,276	\$ 170,378	\$ 6,351	\$ 176,729
Investment earnings-debt proceeds	-	233,056	43,280	276,336
Assessments	52,724	39,495	-	39,495
Penalties and interest assessments	-	13,229	-	13,229
Total revenues	<u>173,000</u>	<u>456,158</u>	<u>49,631</u>	<u>505,789</u>
Expenditures:				
Southeast Water Tank	50,550	50,550	-	50,550
FY16 Water Mains Top 7 and Apollo	1,773,285	1,731,758	-	1,731,758
Raw Water Mains Project	28,683,127	8,855,441	1,952,951	10,808,392
Shallotte Transmission Main	458,500	260,311	10,358	270,669
NW Plant Treatment Expansion 12MGD	167,345,190	11,613,124	7,460,585	19,073,709
74-76 Industrial Park Water Main	508,400	160,304	15,345	175,649
74-76 Mintz Dr. to Old Maco	85,000	67,999	-	67,999
Total expenditures	<u>198,904,052</u>	<u>22,739,487</u>	<u>9,439,239</u>	<u>32,178,726</u>
Revenues over (under) expenditures	(198,731,052)	(22,283,329)	(9,389,608)	(31,672,937)
Other Financing Sources (Uses):				
Long term debt issued	178,600,000	178,600,000	-	178,600,000
Bond premium	17,428,317	17,428,317	-	17,428,317
Transfers from water fund	9,510,390	9,510,402	-	9,510,402
Transfers to water fund	(985,770)	(985,770)	-	(985,770)
Future capital projects	(7,605,382)	-	-	-
Appropriated fund balance	1,783,497	-	-	-
Total other financing sources (uses)	<u>198,731,052</u>	<u>204,552,949</u>	<u>-</u>	<u>204,552,949</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ 182,269,620</u>	<u>\$ (9,389,608)</u>	<u>\$ 172,880,012</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WASTEWATER FUND (NON-GAAP)
SEPTEMBER 30, 2020

	Wastewater Fund	Wastewater Capital Projects	Total
Current Assets:			
Cash and cash equivalents/investments	\$ 28,360,690	\$ -	\$ 28,360,690
Restricted cash	6,024,869	35,483,709	41,508,578
Receivables and special assessments, net	4,635,497	-	4,635,497
Due from other governmental agencies	569,440	172,029	741,469
Inventories	491,722	-	491,722
Total current assets	<u>40,082,218</u>	<u>35,655,738</u>	<u>75,737,956</u>
Current Liabilities:			
Accounts payable and other liabilities	398,349	38,503	436,852
Interest payable	1,124,988	-	1,124,988
Prepaid fees	259,422	-	259,422
Current portion of debt	13,543,463	-	13,543,463
Total current liabilities	<u>15,326,222</u>	<u>38,503</u>	<u>15,364,725</u>
Expendable net position	24,755,996	35,617,235	60,373,231
Noncurrent Items:			
Non-depreciable capital assets	20,319,683	-	20,319,683
Depreciable capital assets, net	217,503,489	-	217,503,489
Deferred outflow	2,164,577	-	2,164,577
Net pension liability	(908,181)	-	(908,181)
Compensated absences	(211,099)	-	(211,099)
Total other post-employment liability	(6,737,820)	-	(6,737,820)
Non-current portion of debt	(116,646,131)	-	(116,646,131)
Deferred inflow	(956,069)	-	(956,069)
Total net position	<u>\$ 139,284,445</u>	<u>\$ 35,617,235</u>	<u>\$ 174,901,680</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND

ACTUAL - WASTEWATER FUND (NON-GAAP)

FOR THE PERIOD ENDED SEPTEMBER 30, 2020 AND THE YEAR ENDED JUNE 30, 2020

WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR

	Original Budget	Current Budget	September 30, 2020	Variance Positive (Negative)	% of Budget	June 30, 2020	September 30, 2019
Revenues:							
User charges	\$ 26,786,837	\$ 26,786,837	\$ 8,742,881	\$ (18,043,956)	33%	\$ 29,958,550	\$ 6,470,306
ARRA interest subsidy	-	-	-	-	na	31,775	31,775
Investment earnings	125,000	125,000	10,130	(114,870)	8%	293,843	95,245
Restricted intergovernmental	-	-	-	-	na	702,748	-
Other	309,000	309,000	63,385	(245,615)	21%	706,090	68,386
Total revenues	<u>27,220,837</u>	<u>27,220,837</u>	<u>8,816,396</u>	<u>(18,404,441)</u>	32%	<u>31,693,006</u>	<u>6,665,712</u>
Expenditures:							
Salaries	3,040,169	3,076,863	810,975	2,265,888	26%	2,883,904	784,142
Fringe benefits	1,419,905	1,434,594	340,520	1,094,074	24%	1,271,696	353,590
Operating expenditures	4,309,033	4,984,789	1,044,672	3,940,117	21%	4,195,006	1,012,386
Repairs and maintenance	1,857,000	1,957,593	428,498	1,529,095	22%	1,901,835	374,350
Capital outlay	3,602,000	4,148,525	399,605	3,748,920	10%	4,919,454	1,069,850
Debt Service:							
Principal	12,396,931	12,391,788	662,650	11,729,138	5%	10,499,224	735,674
Interest	4,618,884	4,624,027	5,253	4,618,774	0%	3,889,717	48,258
Total expenditures	<u>31,243,922</u>	<u>32,618,179</u>	<u>3,692,173</u>	<u>28,926,006</u>	11%	<u>29,560,836</u>	<u>4,378,250</u>
Revenues over (under) expenditures	(4,023,085)	(5,397,342)	5,124,223	10,521,565	-95%	2,132,170	2,287,462
Other Financing Sources (Uses):							
Issuance of long-term debt	-	-	-	-	na	15,336,000	-
Premiums on bonds issued	-	-	-	-	na	163,155	-
Paments to escrow agent for refunded bonds	-	-	-	-	na	(15,382,482)	-
Transfer to wastewater capital project	-	(618,809)	(618,809)	-	100%	(1,239,512)	-
Transfer from wastewater capital project	1,128,000	1,128,000	-	(1,128,000)	0%	392,297	-
Appropriated net positon	2,895,085	4,888,151	-	(4,888,151)	0%	-	-
Total other fin. sources (uses)	<u>4,023,085</u>	<u>5,397,342</u>	<u>(618,809)</u>	<u>(6,016,151)</u>	-11%	<u>(730,542)</u>	<u>-</u>
Revenues and other financing sources over (under) expenditures and other financing uses							
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,505,414</u>	<u>\$ 4,505,414</u>		<u>\$ 1,401,628</u>	<u>\$ 2,287,462</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
WASTEWATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Assessments	\$ 557,053	\$ 557,052	\$ -	\$ 557,052
SAD interest and penalties	99,017	102,512	-	102,512
Investment earnings	122,078	169,373	178	169,551
Investment earnings-debt proceeds	-	450,884	17,818	468,702
West Brunswick Regional WWTP Southport Contribution	2,630,000	-	-	-
Total revenues	<u>3,408,148</u>	<u>1,279,821</u>	<u>17,996</u>	<u>1,297,817</u>
Expenditures:				
WBRWWTF Expansion Southport	2,630,000	1,037,975	-	1,037,975
NEBRWWTP Expansion	45,714,971	12,998,628	2,686,938	15,685,566
NEBRWWTP East Transmission Main	3,616,997	1,909,552	-	1,909,552
NEBRWWTP WestTransmission Main	2,891,839	2,231,350	93,644	2,324,994
Total expenditures	<u>54,853,807</u>	<u>18,177,505</u>	<u>2,780,582</u>	<u>20,958,087</u>
Revenues over (under) expenditures	(51,445,659)	(16,897,684)	(2,762,586)	(19,660,270)
Other Financing Sources (Uses):				
Long term debt issued	44,980,000	44,980,000	-	44,980,000
Bond premium	7,243,807	7,243,806	-	7,243,806
Transfer from wastewater fund	6,067,642	5,448,837	618,809	6,067,646
Transfer to wastewater fund	(7,540,274)	(7,540,274)	-	(7,540,274)
Future capital projects	(3,486,112)	-	-	-
Appropriated fund balance	4,180,596	-	-	-
Total other financing sources (uses)	<u>51,445,659</u>	<u>50,132,369</u>	<u>618,809</u>	<u>50,751,178</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ 33,234,685</u>	<u>\$ (2,143,777)</u>	<u>\$ 31,090,908</u>

Cash and Investments

A Summary of Cash and Investments is presented on the Brunswick County Government website as of September 30, 2020. It reports that the County had \$203.2 million of unrestricted cash and investments in all funds including those accruing for outside agencies that the county performs collections plus \$265.7 million of capital project restricted cash from debt proceeds. All cash and investments are earning an average yield of 0.06%.

BRUNSWICK COUNTY
SUMMARY OF CASH AND INVESTMENTS
AS OF SEPTEMBER 30, 2020

	Purchase Date	Maturity Date	Book Value	Total Book Value	% of Portfolio	Yield
Unrestricted Cash and Investments						
Checking & Petty Cash						
Petty Cash			\$ 6,200			0.00%
BB&T			59,250,335			0.20%
Total Checking & Petty Cash				\$ 59,256,535	13%	
Money Markets / Savings						
BB&T Money Rate Savings			55,464,469			0.10%
SunTrust Money Market			5,063,071			0.01%
Total Money Markets / Savings				\$ 60,527,540	13%	
Certificates of Deposit / CDARS						
First Bank	9/28/20	3/28/21	21,208,114			0.15%
Total Certificates of Deposit / CDARS				\$ 21,208,114	5%	
NC Capital Management Trust - Government Portfolio				\$ 58,740,390	13%	0.02%
NC Capital Management Trust - Term Portfolio				\$ 3,475,263	1%	0.01%
Total Unrestricted Cash and Investments				\$ 203,207,841		
Restricted Cash and Investments						
Bond Proceeds & Debt Reserve Fund						
NC Capital Management Trust-Government Portfolio			\$ 264,082,043		56%	0.02%
BB&T General Fund Restricted						
Restricted for Revaluation			214,566		0%	0.00%
Restricted for Holden Beach Debt			1,370,040		0%	0.00%
Total Restricted Cash and Investments				\$ 265,666,649		
Grand Total All Cash and Investments				\$ 468,874,490	100%	0.06%

Cash Balances:

General Fund	\$ 97,709,713
County Capital Reserve Fund	17,036,518
School Capital Projects Fund	13,263,835
Water Fund	37,306,610
Water Capital Reserve Fund	7,647,851
Wastewater Fund	28,360,696
Wastewater Capital Reserve Fund	3,882,814

Key Indicators of Revenues and Expenditures

Presented on the Brunswick County Government website are charts with actual history, current month actual and annual budget information for major revenues and expenditures in both the enterprise and general funds.

County of Brunswick
Ad Valorem and Motor Vehicle Tax Revenues

PRIOR YEARS AD VALOREM TAX REVENUE									
Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	546,345	305,329	377,089	414,438	297,635		401,391	35%	
Aug	438,769	324,296	420,293	345,102	270,439		176,083	-35%	
Sept	870,663	262,164	419,816	269,452	205,209		197,004	-4%	
Oct	267,307	208,607	207,830	315,241	168,570				
Nov	204,432	207,774	235,025	244,032	268,715				
Dec	391,210	46,595	203,220	412,058	190,359				
Jan	381,705	305,760	189,817	214,920	293,817				
Feb	301,199	427,181	337,199	258,244	317,056				
Mar	362,693	370,146	378,028	288,344	194,186				
Apr	278,448	296,216	307,480	155,194	168,582				
May	248,619	260,659	218,586	135,962	122,872				
June	207,251	490,189	257,695	167,843	155,982				
Total	4,498,641	3,504,916	3,552,078	3,220,830	2,653,422	2,200,000	774,478		35%

CURRENT YEAR AD VALOREM TAX REVENUE									
Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	102,981	141,121	5,141,356	7,655,126	8,464,387		11,426,822	35%	
Aug	12,440,150	15,853,299	14,003,220	13,213,303	15,145,908		14,811,590	-2%	
Sept	7,799,492	6,433,818	6,763,894	5,259,838	7,225,241		9,666,084	34%	
Oct	9,641,217	9,896,672	17,631,294	10,487,256	12,078,923				
Nov	21,420,290	23,944,507	17,678,530	28,069,669	30,675,338				
Dec	33,684,730	24,416,021	20,728,131	19,916,780	28,966,741				
Jan	15,517,607	23,377,586	26,045,100	26,931,609	23,866,807				
Feb	1,937,509	2,086,134	2,100,604	2,490,412	2,522,834				
Mar	811,691	957,399	928,997	1,078,484	795,566				
Apr	496,119	466,309	533,520	572,320	440,218				
May	326,905	341,102	588,170	331,238	377,697				
June	278,132	560,206	396,426	261,232	387,011				
Total	104,456,823	108,474,174	112,539,242	116,267,267	130,946,671	133,894,868	35,904,496		27%

CURRENT YEAR MOTOR VEHICLE TAX REVENUE									
Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ANNUAL BUDGET 2020-21	ACTUAL 2020-21	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	504,379	603,858	611,857	671,914	735,512		865,948	18%	
Aug	486,317	657,269	652,753	723,623	697,838		792,070	14%	
Sept	464,133	579,331	542,846	448,121	540,459				
Oct	543,146	507,568	544,226	666,358	707,908				
Nov	383,693	471,246	499,198	576,498	706,266				
Dec	452,656	464,226	501,030	543,041	675,364				
Jan	477,267	523,460	557,142	685,653	729,042				
Feb	465,452	485,610	572,728	600,556	632,979				
Mar	560,194	654,797	631,825	665,643	668,762				
Apr	575,935	550,623	624,293	676,850	600,272				
May	547,365	595,819	634,860	709,996	640,499				
June	570,403	627,536	651,911	709,693	691,320				
Total	6,030,941	6,721,343	7,024,669	7,677,946	8,026,221	7,517,500	1,658,018		22%

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

ARTICLE 39 SALES TAX REVENUE 1% (POINT OF DELIVERY) (100000-323100)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
Month	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21		BUDGET
July	969,548	986,394	1,049,718	1,252,130	1,373,725		1,553,767	13%	
Aug	1,093,465	1,224,865	1,289,737	1,329,792	1,425,459				
Sept	938,050	952,042	978,445	938,675	1,173,168				
Oct	596,241	752,088	864,937	680,715	734,132				
Nov	604,948	635,873	767,798	871,829	935,348				
Dec	561,448	626,293	698,356	576,321	790,721				
Jan	585,079	436,031	558,342	775,353	820,652				
Feb	497,550	613,865	613,581	755,861	773,827				
Mar	603,870	588,222	547,868	746,104	759,800				
Apr	742,268	815,552	800,559	917,784	910,261				
May	756,471	837,814	794,102	966,306	892,802				
June	778,076	833,600	910,785	1,041,564	1,186,228				
Total	8,727,014	9,302,639	9,874,229	10,852,434	11,776,122	8,737,236	1,553,767		18%
ARTICLE 40 SALES TAX REVENUE 1/2% (PER CAPITA) 30% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE (100000-323201,323202)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
Month	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21		BUDGET
July	564,929	594,375	631,075	703,995	750,371		858,173	14%	
Aug	541,745	517,985	596,047	601,502	712,368				
Sept	502,456	577,305	597,606	646,891	734,652				
Oct	514,691	551,928	614,008	639,392	704,618				
Nov	481,606	544,444	562,350	635,351	731,594				
Dec	509,491	583,254	636,108	692,311	725,423				
Jan	619,735	667,322	699,734	736,094	769,355				
Feb	444,943	477,316	527,845	561,192	627,025				
Mar	466,949	512,277	512,954	577,546	636,198				
Apr	564,837	625,842	658,044	749,898	721,696				
May	560,378	588,735	607,640	697,346	625,357				
June	547,458	550,848	660,846	722,096	717,955				
Total	6,319,219	6,791,631	7,304,257	7,963,614	8,456,612	6,595,205	858,173		13%
ARTICLE 42 SALES TAX REVENUE 1/2% (POINT OF DELIVERY) (APPROXIMATELY 60% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE) (100000-323301, 323302)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
Month	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21		BUDGET
July	609,693	631,292	673,530	789,002	860,370		977,927	14%	
Aug	657,139	711,398	766,949	788,633	868,474				
Sept	576,690	610,962	631,968	632,656	767,824				
Oct	430,066	514,766	588,455	517,955	565,888				
Nov	423,295	464,016	527,365	599,197	662,923				
Dec	412,136	471,285	522,056	488,465	597,475				
Jan	459,158	415,344	482,885	591,453	625,627				
Feb	363,409	430,959	448,839	522,450	556,763				
Mar	417,515	430,745	414,149	525,003	553,242				
Apr	512,728	569,042	575,072	658,475	650,981				
May	515,232	566,462	554,566	661,360	608,865				
June	519,548	551,091	622,799	701,865	769,351				
Total	5,896,609	6,367,362	6,808,632	7,476,514	8,087,784	6,097,742	977,927		16%

Note: Sales Taxes are 2 months behind in reporting.

**County of Brunswick
Water Fund Revenues**

WATER RETAIL SALES REVENUE (617110-371316)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21		
July	467,682	474,405	469,373	505,818	591,725		523,514	-12%	
Aug	533,018	585,205	598,346	550,056	600,391		670,354	12%	
Sept	506,507	552,130	509,091	483,455	557,746		602,195	8%	
Oct	419,248	455,542	436,731	468,436	505,182				
Nov	353,122	356,558	400,272	395,448	547,927				
Dec	357,715	358,875	401,470	360,250	412,440				
Jan	289,804	326,617	330,727	345,037	396,758				
Feb	318,297	322,884	424,539	344,991	383,230				
Mar	307,249	318,405	338,275	368,390	330,184				
Apr	302,211	317,943	323,228	295,003	349,132				
May	379,472	407,205	404,362	397,617	405,038				
June	448,286	481,962	458,544	576,215	457,978				
Total	4,682,610	4,957,731	5,094,958	5,090,716	5,537,731	5,200,000	1,796,063		35%

IRRIGATION REVENUE (617110-371319)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21		
July	242,180	274,655	303,891	272,157	499,622		377,696	-24%	
Aug	328,242	391,161	364,814	318,911	553,720		382,832	-31%	
Sept	378,978	402,057	341,474	241,677	540,455		472,949	-12%	
Oct	281,554	312,823	245,944	316,475	468,263				
Nov	159,040	170,875	230,786	171,308	480,292				
Dec	92,834	79,215	194,433	137,776	288,809				
Jan	30,866	53,423	75,964	44,935	54,445				
Feb	17,443	17,281	42,193	12,900	21,440				
Mar	10,977	23,304	26,984	10,834	15,547				
Apr	20,209	33,613	25,042	20,209	25,833				
May	91,362	111,147	80,405	91,368	136,556				
June	255,276	294,456	171,484	547,092	179,548				
Total	1,908,962	2,164,010	2,103,414	2,185,642	3,264,530	2,900,000	1,233,477		43%

WATER WHOLESALE REVENUE (617110-371317)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21		
July	571,447	549,891	502,369	648,595	706,223		680,405	-4%	
Aug	726,527	662,991	739,238	657,834	829,608		788,526	-5%	
Sept	571,125	593,390	580,350	714,447	714,837		656,650	-8%	
Oct	419,668	467,518	439,291	391,422	624,590				
Nov	372,683	315,869	468,542	452,905	597,115				
Dec	278,846	329,525	415,210	401,300	420,180				
Jan	271,780	271,848	461,637	300,896	378,791				
Feb	243,372	293,671	254,055	329,861	346,753				
Mar	258,696	257,119	297,083	304,562	320,726				
Apr	298,786	315,449	374,571	356,824	391,888				
May	347,571	381,741	399,036	442,050	463,838				
June	423,069	723,529	625,328	794,773	582,778				
Total	4,783,570	5,162,541	5,556,710	5,795,469	6,377,327	5,000,000	2,125,581		43%

**County of Brunswick
Water Fund Revenues**

WATER INDUSTRIAL REVENUE (617110-371318)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
Month	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21		BUDGET
July	206,044	193,363	171,810	220,490	189,253		182,261	-4%	
Aug	198,496	176,628	242,014	216,454	206,096		203,154	-1%	
Sept	223,590	177,912	227,218	234,523	206,417		175,903	-15%	
Oct	183,414	141,672	208,907	112,229	184,682				
Nov	153,158	153,071	213,605	190,551	215,263				
Dec	126,460	140,427	181,314	194,601	133,730				
Jan	199,431	156,917	209,780	129,208	75,047				
Feb	177,624	144,230	145,744	169,457	330,804				
Mar	194,456	163,680	162,151	160,850	125,412				
Apr	179,557	153,967	200,376	138,655	203,438				
May	173,827	125,676	182,242	171,195	187,763				
June	173,052	126,581	250,422	166,681	187,056				
Total	2,189,109	1,854,124	2,395,583	2,104,894	2,244,961	1,900,000	561,318		30%

WATER BASE SERVICE CHARGE REVENUE (617110-371308)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
Month	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21		BUDGET
July	451,901	470,153	487,562	504,765	525,317		546,494	4%	
Aug	451,462	475,932	489,608	507,711	524,696		459,642	-12%	
Sept	453,419	476,892	490,840	508,083	526,261		640,453	22%	
Oct	454,580	476,516	493,066	512,632	528,995				
Nov	455,559	475,832	494,282	512,064	526,349				
Dec	464,316	477,375	495,252	513,738	529,100				
Jan	463,597	480,043	496,679	514,422	529,586				
Feb	465,506	481,021	498,450	515,996	525,462				
Mar	468,084	483,538	501,888	517,084	540,691				
Apr	469,366	482,955	500,982	518,320	536,522				
May	469,402	485,236	505,223	521,211	541,995				
June	490,097	506,112	522,511	542,329	565,179				
Total	5,557,289	5,771,605	5,976,343	6,188,355	6,400,153	6,500,000	1,646,589		25%

WATER TAPS AND CONNECTION REVENUE (617180-371305)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
Month	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21		BUDGET
July	88,015	79,919	83,631	98,990	92,524		104,217	13%	
Aug	63,122	73,809	104,621	97,268	83,810		136,856	63%	
Sept	79,297	69,412	81,193	43,844	82,803		115,699	40%	
Oct	60,271	60,061	91,599	86,568	94,890				
Nov	57,337	77,525	99,482	73,282	73,114				
Dec	50,315	59,843	54,196	61,096	83,464				
Jan	68,391	63,308	74,470	88,359	75,364				
Feb	58,684	88,268	65,659	111,682	140,452				
Mar	61,178	89,333	143,953	103,540	89,886				
Apr	88,286	76,900	79,001	120,681	55,484				
May	62,668	86,057	97,222	105,635	64,074				
June	89,289	88,308	88,973	106,785	64,804				
Prior Year's Adj					(160,000)				
Total	826,853	912,743	1,064,000	1,097,730	1,000,669	450,000	356,772		79%

**County of Brunswick
Water Fund Revenues**

WATER CAPITAL RECOVERY REVENUE (619100-371404)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
Month	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21		BUDGET
July	175,282	82,430	82,749	167,036	121,501		137,818	13%	
Aug	107,350	87,643	120,522	155,663	85,320		103,863	22%	
Sept	80,372	137,586	114,051	45,363	85,192		119,232	40%	
Oct	100,031	53,152	83,126	89,233	187,338				
Nov	80,907	89,642	128,155	84,568	81,404				
Dec	67,996	49,323	40,491	65,826	98,693				
Jan	68,194	53,168	70,156	80,237	212,681				
Feb	83,303	80,368	43,033	108,298	126,263				
Mar	55,590	83,957	142,979	126,088	144,952				
Apr	103,546	191,678	78,156	136,336	54,925				
May	72,757	110,980	93,189	108,079	53,432				
June	131,407	89,349	111,500	112,809	173,356				
Total	1,126,735	1,109,276	1,108,107	1,279,536	1,425,057	688,000	360,913		52%

WATER TRANSMISSION LINE REVENUE (619800-371309)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
Month	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21		BUDGET
July	42,850	29,279	34,402	55,946	39,806		51,532	29%	
Aug	35,126	24,946	42,390	39,850	31,354		39,432	26%	
Sept	27,267	31,882	42,063	18,567	31,475		44,492	41%	
Oct	24,152	26,858	33,713	35,876	65,131				
Nov	26,653	37,187	52,512	32,990	29,678				
Dec	22,399	25,429	23,427	25,114	36,150				
Jan	28,002	25,978	28,493	36,370	77,458				
Feb	25,571	35,550	24,480	44,692	58,888				
Mar	21,952	36,122	53,897	41,813	54,147				
Apr	34,849	28,496	33,669	50,545	23,926				
May	21,459	30,911	35,926	38,462	23,723				
June	48,349	29,625	40,209	40,830	63,536				
Total	358,629	362,263	445,181	461,055	535,272	232,000	135,456		58%

**County of Brunswick
Wastewater Fund Revenues**

WASTEWATER RETAIL SALES REVENUE (627210-371405)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
Month	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21		BUDGET
July	735,074	791,640	805,054	872,549	1,033,355		1,178,919	14%	
Aug	779,627	874,819	933,343	918,675	1,063,547		1,153,679	8%	
Sept	772,094	837,178	835,710	889,327	1,038,172		1,143,466	10%	
Oct	706,281	773,191	813,375	848,410	1,016,846				
Nov	686,159	735,391	792,739	834,354	1,120,192				
Dec	724,587	753,597	801,946	827,199	839,603				
Jan	700,776	739,484	778,549	823,964	982,576				
Feb	705,035	740,280	835,392	825,743	957,436				
Mar	712,260	747,301	776,766	823,196	939,142				
Apr	708,854	744,239	786,370	825,562	963,854				
May	737,235	765,249	826,002	940,447	968,081				
June	868,150	834,436	905,605	1,157,941	1,126,957				
Total	8,836,132	9,336,805	9,890,851	10,587,367	12,049,761	11,500,000	3,476,064		30%

WASTEWATER TAPS & CONNECTIONS REVENUE (627220-371402)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
Month	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21		BUDGET
July	114,000	76,350	108,000	216,000	227,406		262,361	15%	
Aug	97,000	152,000	133,000	202,100	158,000		199,361	26%	
Sept	73,000	84,450	95,750	80,000	133,000		187,027	41%	
Oct	57,000	95,775	185,275	156,000	221,000				
Nov	104,000	136,000	210,480	92,000	104,575				
Dec	80,000	109,000	84,000	131,900	252,000				
Jan	108,400	117,775	113,840	209,000	163,712				
Feb	119,375	164,450	97,250	121,000	236,980				
Mar	100,000	103,050	276,486	205,000	144,478				
Apr	134,320	104,000	168,614	156,000	195,285				
May	69,000	110,545	140,000	218,658	163,993				
June	82,625	189,500	132,000	224,000	109,800				
Total	1,138,720	1,442,895	1,744,695	2,011,658	2,110,229	-	648,749		#DIV/0!

WASTEWATER CAPITAL RECOVERY REVENUE (629100-371404)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
Month	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21		BUDGET
July	454,950	185,127	219,750	452,432	262,301		403,076	54%	
Aug	240,374	131,836	402,208	287,165	242,580		324,206	34%	
Sept	132,623	183,719	337,302	120,331	206,331		365,057	77%	
Oct	156,607	205,927	268,123	269,318	548,140				
Nov	125,525	270,061	392,249	125,062	226,861				
Dec	94,524	154,451	186,084	173,249	261,012				
Jan	172,304	196,396	218,124	289,652	230,092				
Feb	150,635	214,802	134,813	320,135	405,333				
Mar	139,552	233,802	411,900	296,269	414,943				
Apr	218,469	210,136	271,541	355,535	158,173				
May	246,595	205,427	313,000	274,019	139,759				
June	337,635	214,635	259,250	276,101	168,900				
Total	2,469,793	2,406,319	3,414,344	3,239,268	3,264,425	600,000	1,092,339		182%

**County of Brunswick
Wastewater Fund Revenues**

WASTEWATER TRANSMISSION LINE FEES (629800-371309)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21		
July	106,434	60,709	69,520	149,044	86,684		130,012	50%	
Aug	74,794	44,611	104,289	90,413	73,566		101,360	38%	
Sept	50,210	59,236	107,773	39,518	64,381		120,738	88%	
Oct	50,872	66,644	75,363	86,302	180,566				
Nov	44,845	83,049	122,632	39,649	74,453				
Dec	31,511	47,819	52,692	54,696	91,528				
Jan	54,659	67,463	68,707	95,136	75,597				
Feb	44,213	68,932	49,027	104,837	199,392				
Mar	44,521	77,931	133,296	97,992	138,568				
Apr	70,828	61,376	83,511	121,059	51,437				
May	49,882	61,474	98,665	91,916	46,534				
June	109,443	68,211	78,581	88,282	60,775				
Total	732,212	767,455	1,044,056	1,058,844	1,143,481	200,000	352,110		176%

County of Brunswick
Water and Wastewater Number of Customers

NUMBER OF WATER RETAIL CUSTOMERS							
Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	Change
July	37,165	38,912	40,199	41,676	42,979	44,682	99
Aug	37,303	39,036	40,345	41,855	43,169	45,244	562
Sept	37,398	39,155	40,518	41,896	43,258		
Oct	37,418	39,238	40,581	41,973	43,338		
Nov	38,133	39,338	40,758	42,186	43,460		
Dec	38,209	39,466	40,908	42,291	43,632		
Jan	38,318	39,573	40,982	42,379	43,703		
Feb	38,415	39,690	41,094	42,466	44,122		
Mar	38,448	39,736	41,248	42,481	44,248		
Apr	38,587	39,894	41,365	42,647	44,345		
May	38,704	39,998	41,402	42,725	44,443		
June	38,760	40,101	41,557	42,934	44,583		
Average	38,072	39,511	40,913	42,292	43,773	44,963	661

NUMBER OF WASTEWATER RETAIL CUSTOMERS							
Month	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	Change
July	14,556	15,862	16,695	17,861	18,822	19,904	79
Aug	14,632	15,878	16,758	17,925	18,930	20,383	479
Sept	14,682	15,940	16,908	18,011	19,004		
Oct	14,708	16,014	17,017	18,023	19,040		
Nov	15,269	16,070	17,026	18,083	19,157		
Dec	15,357	16,157	17,193	18,145	19,215		
Jan	15,382	16,235	17,241	18,206	19,242		
Feb	15,460	16,295	17,300	18,331	19,551		
Mar	15,498	16,371	17,471	18,449	19,647		
Apr	15,593	16,506	17,549	18,681	19,721		
May	15,651	16,537	17,675	18,741	19,785		
June	15,847	16,579	17,719	18,816	19,825		
Average	15,220	16,204	17,213	18,273	19,328	20,144	558



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 19, 2020

Action Item # V. - 7.

From: Planning - Dutch Street Road Closing
Kirstie Dixon, Planning Director

Issue/Action Requested:

Request that the Board of Commissioners adopt a resolution declaring the intent to close a public road and call a public hearing for the closing of Dutch Street SE located off Southport-Supply Rd (NC 211) near Southport.

Background/Purpose of Request:

Steven L. Buie, on behalf of the Home Place of Wilmington LLC, has requested the public road closure of Dutch Street SE located off NC-211 near Southport under NC General Statutes § 153A-241. This statute allows counties to permanently close any public road or any easement within the county that is not within a city, excluding public roads or easements under the control and supervision of the Department of Transportation.

Dutch Street consists of a public right-of-way that is 763 feet in length and 60 feet in width located off Southport-Supply Road (NC 211) near Southport. This public road was recorded as part of the Dutch Village Subdivision on April 8, 1956, in Deed Book 4 Page 76. Dutch Street is located adjacent to Tax Parcels 22100032, 22100033, and 20600001. A survey showing Dutch Street is attached. Adjacent landowners include Duke Energy Progress, Inc and The Home Place of Wilmington, LLC. Closure of this road will not cut off access to these parcels as they have direct access to Southport-Supply Road (NC 211).

A resolution must be adopted declaring the intent to close the public road and scheduling a public hearing on the question of closing the public road (attached). Once adopted, a notice of the public hearing will be placed within the newspaper for 3 consecutive weeks and adjacent property owners will be notified.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners adopt a resolution declaring the intent to close a public road and call a public hearing for the closing of Dutch Street SE located off Southport-Supply Rd (NC 211) near Southport.

ATTACHMENTS:

Description

- ☐ Dutch Street Resolution of Intent
- ☐ Dutch Street Legal Description
- ☐ Dutch Street Map
- ☐ Zoning Map

▣ Aerial View

▣ 153A-241

County of Brunswick
Office of the County Commissioners



RESOLUTION OF INTENT BY THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS TO CLOSE DUTCH STREET SW, LOCATED OFF OF SOUTHPORT-SUPPLY ROAD (NC 211)

WHEREAS, N.C General Statute 153A-241, grants this Board the power to adopt a Resolution of Intent and close a public road not within a municipality; and

WHEREAS, on April 8, 1956, Dutch Street public road right-of-way was created with the recording of the Dutch Village Subdivision in Plat Book 4, Page 76, of the Brunswick County Registry, which depicts a 60' right-of-way; and

WHEREAS, the public road to be closed is located adjacent to Brunswick County Tax Parcels 22100032, 22100033, and 20600001; and

WHEREAS, the public road right-of-way that the petitioners seek to abandon is 763 feet in length, 60 feet in width and begins and ends within the confines of the property owned by Duke Energy Progress, Inc and The Home Place of Wilmington, LLC (petitioner); and

WHEREAS, the property is shown on the survey map drawn by Port City Land Surveying, dated August 24, 2020, consisting of 1.04 acres of land; and

WHEREAS, The Home Place of Wilmington, LLC gives consent to the closure of said road pursuant to G.S. 153A-241; and

WHEREAS, the closure of said road is not contrary to public interest and no individual owning property on said road would be deprived of reasonable means of ingress and egress to his/her property.

NOW, THEREFORE BE IT RESOLVED by the Chairman and Members of the Brunswick County Board of Commissioners, that they do hereby declare their intention to close the public road herein described, and do call a special hearing on the question to be heard on the 16th day of November, 2020, at 6:00 p.m. in the Commissioners Chambers of the Brunswick County Government Complex at 30 Government Center Dr., Bolivia, North Carolina; and that a copy of this resolution be posted, published and mailed as required by G.S. 153A-241.

Adopted this the 19th day of October, 2020

Frank L. Williams, Chair
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to the Board



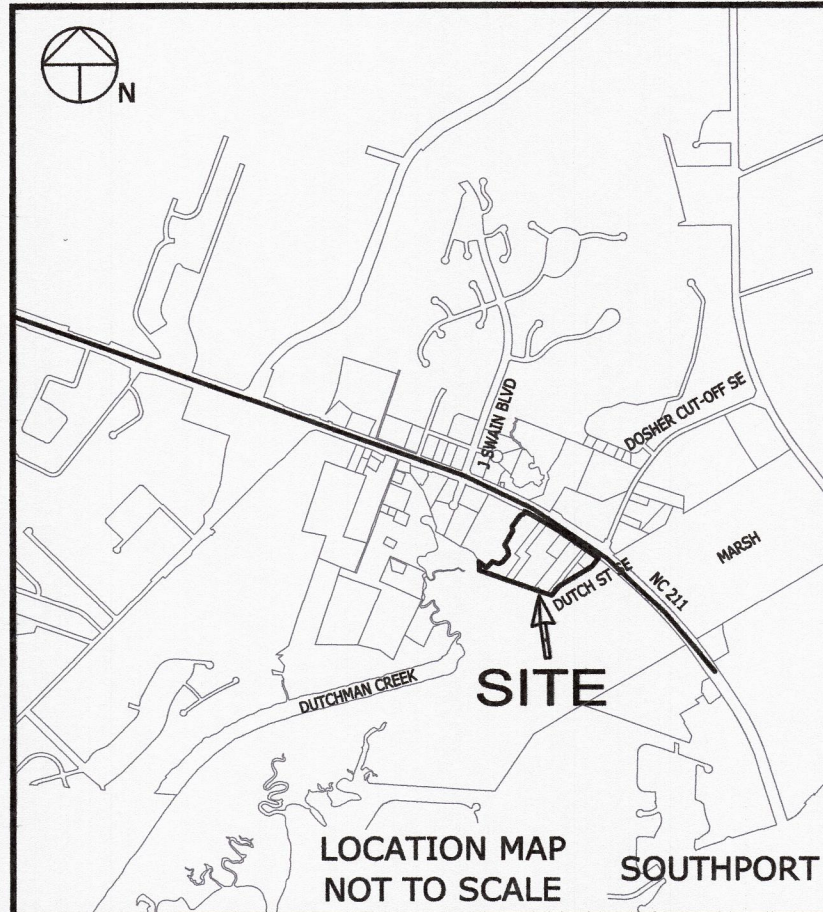
1144 Shipyard Blvd.
Wilmington, NC 28412
910-791-0080 - phone
portcitylandsurveying@gmail.com
Firm License# P-1493

August 24, 2020

Legal Description for Dutch Street SE Road Closing, near Southport in Brunswick County, NC

Beginning at a point where the western right-of-way of Dutch Street SE intersects with the southern right-of-way of NC Hwy 211, the POINT OF BEGINNING; thence along the southern right-of-way of NC Hwy 211 S 57°39'37"E 59.87 feet to a point where said NC Hwy 211 intersects with the eastern right-of-way of Dutch Street SE; thence along the eastern right-of-way of Dutch Street SE the following four courses and distances: S 34°43'15"W 155.16 feet to a point, thence S 34°43'15"W 145.26 feet to a point, thence S 34°35'31"W 306.77 feet to a point, and thence S 34°35'31"W 143.16 feet to a point at the end of Dutch Street SE; thence along the southern right-of-way of Dutch Street SE N 75°41'23"W 66.66 feet to a point; thence along the western right-of-way of Dutch Street SE N 55°25'41"E 8.59 feet and N 34°36'58"E 763.07 feet to the point of beginning and containing 1.04 acres and being the entire right-of-way of Dutch Street SE as called for on Map Cabinet 4 Page 76 and shown on map by Port City Land Surveying, PLLC August 24, 2020.

A circular professional seal for a North Carolina Land Surveyor. The outer ring contains the text 'NORTH CAROLINA' at the top and 'LAND SURVEYOR' at the bottom. Inside this ring, the word 'PROFESSIONAL' is written in a smaller circle. In the center, the word 'SEAL' is written above the number 'L-3402'. Below the seal, the name 'STEVEN L. BUIE' is written in a cursive script. Below the signature, the date '8-24-2020' is written in a blue ink.



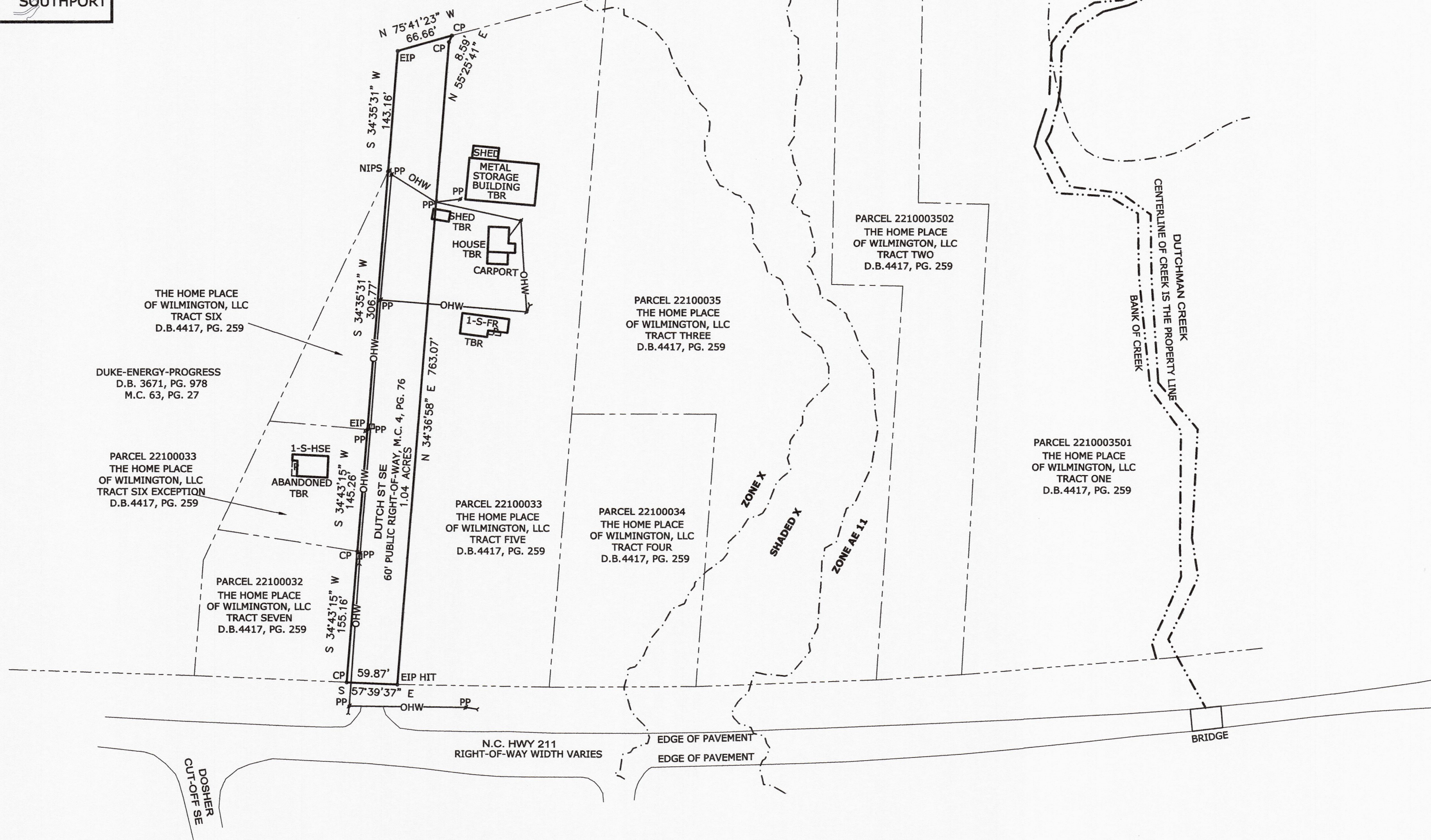
THE PREMISES SURVEYED IS PARTIALLY WITHIN A FLOOD HAZARD AREA (ZONE AE, SHADED X, X) ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR BRUNSWICK COUNTY (COMMUNITY PANEL No. 370295 2097 K, EFFECTIVE DATE AUGUST 28, 2018). DATUM: NAVD '88. DUTCH STREET IS NOT IN A FLOOD HAZARD ZONE.

SURVEY REFERENCES:
D.B. 4417, PG. 255,
D.B. 3671, PG. 978,
M.C. 63, PG. 27,
BRUNSWICK COUNTY REGISTRY.

OWNERS OF RECORD:
THE HOME PLACE OF WILMINGTON, LLC
PO BOX 4232
WILMINGTON, NC 28406

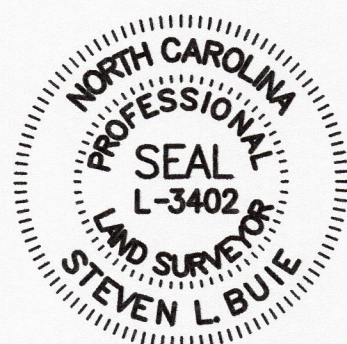
DUKE-ENERGY-PROGRESS
D.B.3671, PG. 978
M.C. 63, PG. 27

LEGEND	
—	PROPERTY LINE
- - -	LINE NOT SURVEYED
—	CENTER LINE
- - -	RIGHT OF WAY (R/W or ROW)
- - -	CREEK
—	OVERHEAD WIRE(S)
CP	COMPUTED POINT
DB, PG	DEED BOOK, PAGE
EIP	EXISTING IRON PIPE
EIR	EXISTING IRON ROD
MC, PG	MAP CABINET, PAGE
NAD	NORTH AMERICAN DATUM
NIPS	NEW IRON PIPE SET
PP	POWER POLE
TBR	TO BE REMOVED
[T]	TELEPHONE PEDESTAL
[E]	ELECTRIC BOX



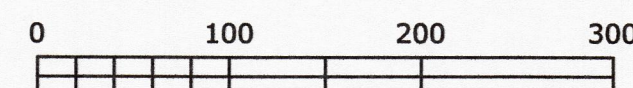
I, STEVEN L. BUIE, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION - SEE TITLE REFERENCES); THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600). THIS 24th DAY OF AUGUST, 2020.

Steven L. Buie
PROFESSIONAL LAND SURVEYOR L - 3402.



DUTCH STREET SE ROAD CLOSING

NC 211, SOUTHPORT
SMITHVILLE TOWNSHIP
BRUNSWICK COUNTY, NORTH CAROLINA
SCALE 1"= 100' DATE: AUGUST 24, 2020

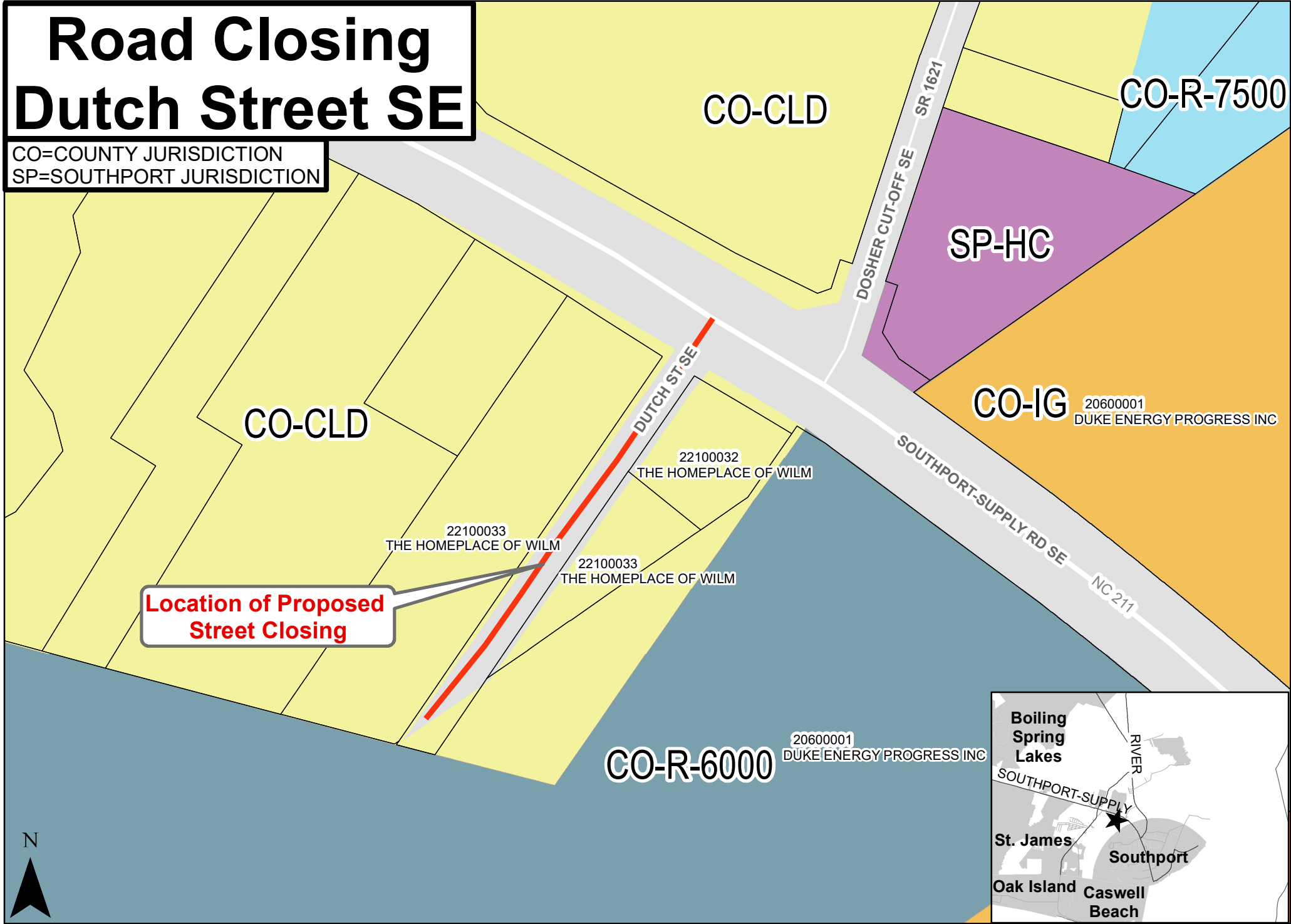


- NOTES:
1. ALL DISTANCES ARE HORIZONTAL GROUND IN FEET UNLESS OTHERWISE NOTED.
 2. ZONING: CLD
 3. BOUNDARY AREA: 1.04 ACRES.
 4. AREA COMPUTED BY COORDINATED METHOD.
 5. PROPERTY IS SUBJECT TO ALL ZONING AND PLANNING REGULATIONS OF BRUNSWICK COUNTY.
 6. THIS MAP WAS DRAWN WITHOUT THE BENEFIT OF A COMPLETE TITLE SEARCH. THE OWNERSHIP INFORMATION WAS OBTAINED FROM THE TAX RECORDS OF THE COUNTY REGISTRY.
 7. NO NCGS MONUMENT WITHIN 2000' OF SITE.

PORT CITY
LAND SURVEYING, PLLC
FIRM LICENSE No. P-1493
1144 SHIPYARD BOULEVARD
WILMINGTON, NORTH CAROLINA 28412
(910) 791-0080
CAD: SLB
PROJECT: 20-0268

Road Closing Dutch Street SE

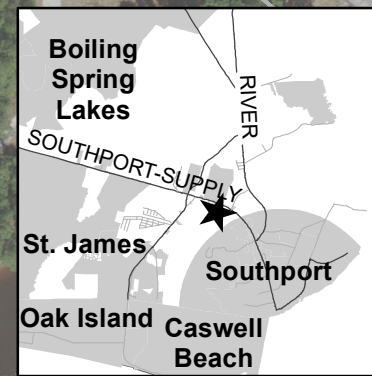
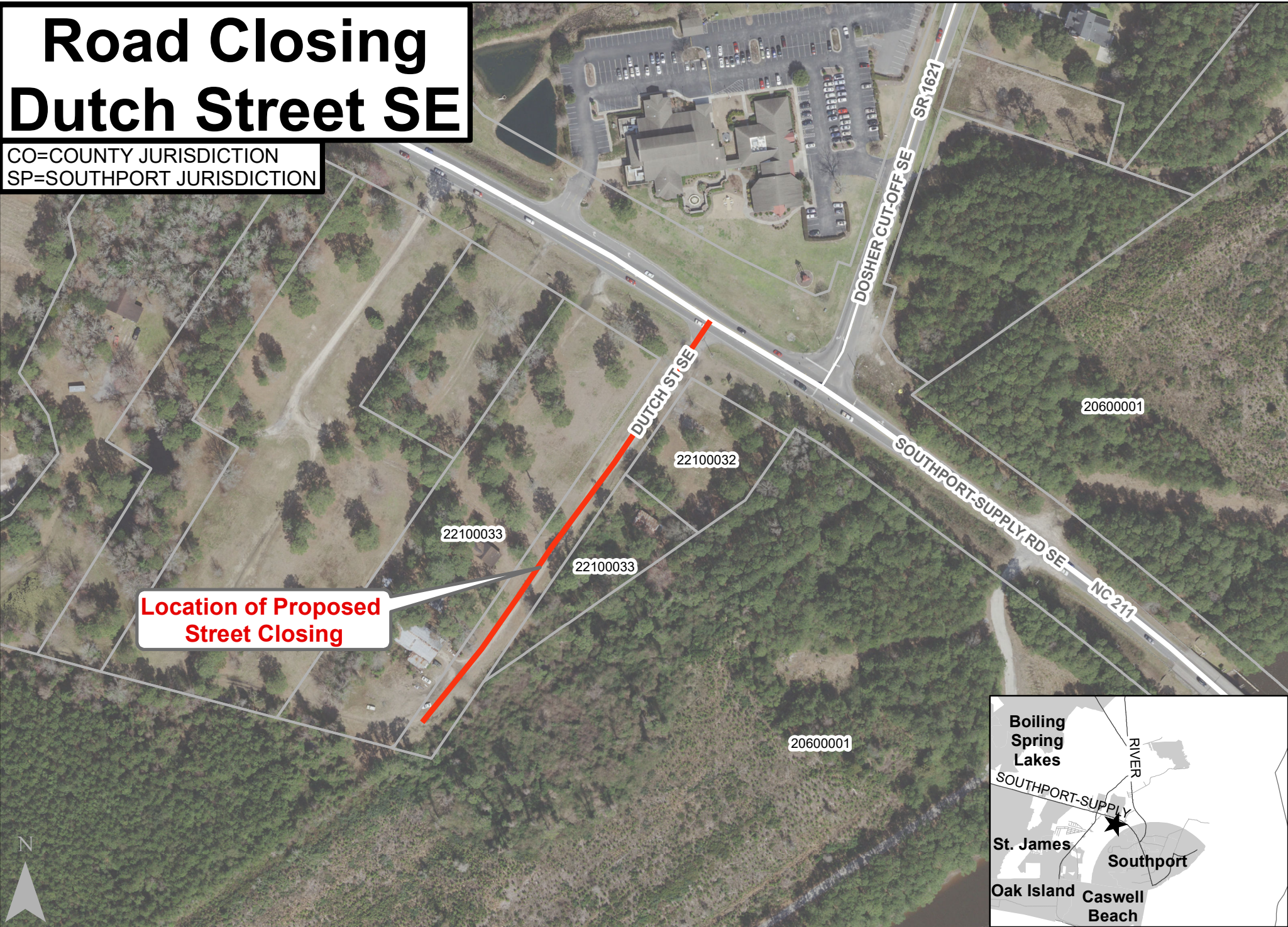
CO=COUNTY JURISDICTION
SP=SOUTHPORT JURISDICTION



Road Closing Dutch Street SE

CO=COUNTY JURISDICTION
SP=SOUTHPORT JURISDICTION

Location of Proposed
Street Closing



§ 153A-241. Closing public roads or easements.

A county may permanently close any public road or any easement within the county and not within a city, except public roads or easements for public roads under the control and supervision of the Department of Transportation. The board of commissioners shall first adopt a resolution declaring its intent to close the public road or easement and calling a public hearing on the question. The board shall cause a notice of the public hearing reasonably calculated to give full and fair disclosure of the proposed closing to be published once a week for three successive weeks before the hearing, a copy of the resolution to be sent by registered or certified mail to each owner as shown on the county tax records of property adjoining the public road or easement who did not join in the request to have the road or easement closed, and a notice of the closing and public hearing to be prominently posted in at least two places along the road or easement. At the hearing the board shall hear all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual property rights. If, after the hearing, the board of commissioners is satisfied that closing the public road or easement is not contrary to the public interest and (in the case of a road) that no individual owning property in the vicinity of the road or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the board may adopt an order closing the road or easement. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county.

Any person aggrieved by the closing of a public road or an easement may appeal the board of commissioners' order to the appropriate division of the General Court of Justice within 30 days after the day the order is adopted. The court shall hear the matter de novo and has jurisdiction to try the issues arising and to order the road or easement closed upon proper findings of fact by the trier of fact.

No cause of action founded upon the invalidity of a proceeding taken in closing a public road or an easement may be asserted except in an action or proceeding begun within 30 days after the day the order is adopted.

Upon the closing of a public road or an easement pursuant to this section, all right, title, and interest in the right-of-way is vested in those persons owning lots or parcels of land adjacent to the road or easement, and the title of each adjoining landowner, for the width of his abutting land, extends to the center line of the public road or easement. However, the right, title or interest vested in an adjoining landowner by this paragraph remains subject to any public utility use or facility located on, over, or under the road or easement immediately before its closing, until the landowner or any successor thereto pays to the utility involved the reasonable cost of removing and relocating the facility. (1949, c. 1208, ss. 1-3; 1957, c. 65, s. 11; 1965, cc. 665, 801; 1971, c. 595; 1973, c. 507, s. 5; c. 822, s. 1; 1977, c. 464, s. 34; 1995, c. 374, s. 1.)



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 19, 2020

From:
Michelle Ingram, Superior Courts

Action Item # V. - 8.

Superior Court Judge - SAMHSA Treatment Contract
Amendments

Issue/Action Requested:

Request that the Board of Commissioners approve amendments for Substance Abuse and Mental Health Services Administration (SAMHSA) Expansion Grant year 3 treatment contracts.

Background/Purpose of Request:

SAMHSA treatment service contracts were previously approved at the 9/21/2020 board meeting along with the year three grant agreement. The amendments to the contracts expand treatment offered by service providers available to the courts for drug treatment participants.

Fiscal Impact:

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

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners approve amendments for Substance Abuse and Mental Health Services Administration (SAMHSA) Expansion Grant year 3 treatment contracts.

ATTACHMENTS:

Description

- ❑ Professional Consulting and Counseling Services, PLLC - Amendment
- ❑ A Helping Hand of Wilmington, LLC - Amendment
- ❑ Coastal Horizons Center, Inc. (Treatment) - Amendment
- ❑ Wilmington Mental Health PLLC - Amendment

AMENDMENT TO SERVICES AGREEMENT

This Amendment to Services Agreement (the “Amendment”) is made and entered into this the 19th day of October, 2020, by and between Brunswick County (hereinafter referred to as “County”) and Professional Consulting and Counseling Services, PLLC (hereinafter referred to as “Provider”).

WITNESSETH:

WHEREAS, County and Provider entered into a Services Agreement (the “Agreement”) effective September 30, 2020; and

WHEREAS, County and Provider wish to amend the Agreement to replace Exhibit “A” – Scope of Services/Compensation to include a comprehensive list of all services Provider may provide under the Agreement.

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. Exhibit “A” under the Agreement is hereby deleted in its entirety and replaced with the revised Exhibit “A” attached hereto.
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:

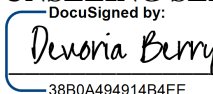
BRUNSWICK COUNTY

Clerk to the Board

By: _____
Frank Williams
Chairman

[SEAL]

**PROFESSIONAL CONSULTING AND
COUNSELING SERVICES, PLLC**

By:  _____
38B0A494914B4EE...

Printed Name: Devoria Berry

Title: Owner

Date: 10/7/2020

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

DocuSigned by:

Julie A. Miller

Julie A. Miller, Finance Director
Brunswick County, NC

APPROVED AS TO FORM

DocuSigned by:

Bryan W. Batton

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

EXHIBIT "A"
SCOPE OF SERVICES/COMPENSATION

Scope of Services to be Rendered.

Provider hereby agrees to perform in a manner satisfactory to the County the following services:

- a. Individual Therapy
- b. Psychiatric Evaluation and Medication Management
- c. Substance Abuse Intensive Outpatient Treatment: three (3) hours per day x three (3) days per week x twelve (12) weeks, with random drug testing.
- d. Substance Abuse Comprehensive Treatment: up to four (4) hours per day x five (5) days per week x twelve (12) weeks, with random drug testing.
- e. Moral Reconciliation Therapy ("MRT") Group Therapy: up to two (2) hours per day x two (2) days per week x twenty-six (26) weeks.

Compensation.

County will pay to Provider the following rates:

- a. \$72.00 per hour for Individual Therapy
- b. \$80.00 per hour for Psychiatric Evaluation and Medication Management
- c. \$25.00 per hour for Substance Abuse Intensive Outpatient Treatment, with random drug testing.
- d. \$25.00 per hour for Substance Abuse Comprehensive Treatment, with random drug testing.
- e. \$19.00 per hour for MRT Group Therapy.

AMENDMENT TO SERVICES AGREEMENT

This Amendment to Services Agreement (the "Amendment") is made and entered into this the 19th day of October, 2020, by and between Brunswick County (hereinafter referred to as "County") and A Helping Hand of Wilmington, LLC (hereinafter referred to as "Provider").

WITNESSETH:

WHEREAS, County and Provider entered into a Services Agreement (the "Agreement") effective September 30, 2020; and

WHEREAS, County and Provider wish to amend the Agreement to replace Exhibit "A" – Scope of Services/Compensation to include a comprehensive list of all services Provider may provide under the Agreement.

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. Exhibit "A" under the Agreement is hereby deleted in its entirety and replaced with the revised Exhibit "A" attached hereto.
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 HELPING HAND OF WILMINGTON, LLC

DocuSigned by:
By: Jim Hembree
E9D0AFF6730A492...

Printed Name: Jim Hembree

Title: Operations Manager

Date: 10/7/2020

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

DocuSigned by:

Julie A. Miller

Julie A. Miller, Finance Director
Brunswick County, NC

APPROVED AS TO FORM

DocuSigned by:

Bryan W. Batton

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

EXHIBIT "A"
SCOPE OF SERVICES/COMPENSATION

Scope of Services to be Rendered.

Provider hereby agrees to perform in a manner satisfactory to the County the following services:

- a. Individual Therapy
- b. Substance Abuse Intensive Outpatient Treatment: three (3) hours per day x three (3) days per week x twelve (12) weeks, with random drug testing.
- c. Substance Abuse Comprehensive Treatment: up to four (4) hours per day x five (5) days per week x twelve (12) weeks, with random drug testing.
- d. Moral Reconation Therapy ("MRT") Group Therapy: up to two (2) hours per day x two (2) days per week x twenty-six (26) weeks.

Compensation.

County will pay to Provider the following rates:

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- c. \$25.00 per hour for Substance Abuse Comprehensive Treatment, with random drug testing.
- d. \$19.00 per hour for MRT Group Therapy.

AMENDMENT TO SERVICES AGREEMENT

This Amendment to Services Agreement (the “Amendment”) is made and entered into this the 19th day of October, 2020, by and between Brunswick County (hereinafter referred to as “County”) and Coastal Horizons Center, Inc. (Wilmington) (hereinafter referred to as “Provider”).

WITNESSETH:

WHEREAS, County and Provider entered into a Services Agreement (the “Agreement”) effective September 30, 2020; and

WHEREAS, County and Provider wish to amend the Agreement to replace Exhibit “A” – Scope of Services/Compensation to include a comprehensive list of all services Provider may provide under the Agreement.

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. Exhibit “A” under the Agreement is hereby deleted in its entirety and replaced with the revised Exhibit “A” attached hereto.
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:

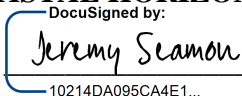
BRUNSWICK COUNTY

Clerk to the Board

By: _____
Frank Williams
Chairman

[SEAL]

COASTAL HORIZONS CENTER, INC. (WILMINGTON)

By:  _____
10214DA095CA4E1...

Printed Name: Jeremy Seamon

Title: Program Director

Date: 10/7/2020 _____

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

DocuSigned by:

Julie A. Miller

Julie A. Miller, Finance Director
Brunswick County, NC

APPROVED AS TO FORM

DocuSigned by:

Bryan W. Batton

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

EXHIBIT "A"
SCOPE OF SERVICES/COMPENSATION

Scope of Services to be Rendered.

Provider hereby agrees to perform in a manner satisfactory to the County the following services:

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- b. Psychiatric Evaluation and Medication Management
- c. Substance Abuse Intensive Outpatient Treatment: three (3) hours per day x three (3) days per week x twelve (12) weeks, with random drug testing.
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County will pay to Provider the following rates:

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- d. \$25.00 per hour for Substance Abuse Comprehensive Treatment, with random drug testing.
- e. \$19.00 per hour for MRT Group Therapy.

AMENDMENT TO SERVICES AGREEMENT

This Amendment to Services Agreement (the “Amendment”) is made and entered into this the 19th day of October, 2020, by and between Brunswick County (hereinafter referred to as “County”) and Wilmington Mental Health PLLC (hereinafter referred to as “Provider”).

WITNESSETH:

WHEREAS, County and Provider entered into a Services Agreement (the “Agreement”) effective September 30, 2020; and

WHEREAS, County and Provider wish to amend the Agreement to replace Exhibit “A” – Scope of Services/Compensation to include a comprehensive list of all services Provider may provide under the Agreement.

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. Exhibit “A” under the Agreement is hereby deleted in its entirety and replaced with the revised Exhibit “A” attached hereto.
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:

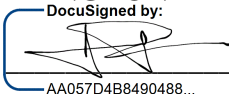
BRUNSWICK COUNTY

Clerk to the Board

By: _____
Frank Williams
Chairman

[SEAL]

WILMINGTON MENTAL HEALTH PLLC

By:  _____
AA057D4B8490488...

Printed Name: Joseph Rengifo

Title: Owner

Date: 10/9/2020 _____

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

DocuSigned by:

Julie A. Miller

Julie A. Miller, Finance Director
Brunswick County, NC

APPROVED AS TO FORM

DocuSigned by:

Bryan W. Batton

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

EXHIBIT "A"
SCOPE OF SERVICES/COMPENSATION

Scope of Services to be Rendered.

Provider hereby agrees to perform in a manner satisfactory to the County the following services:

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- d. \$25.00 per hour for Substance Abuse Comprehensive Treatment, with random drug testing.
- e. \$19.00 per hour for MRT Group Therapy.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 19, 2020

Action Item # V. - 9.

From: Tax Administration - October 2020 Releases
Jeffery P Niebauer

Issue/Action Requested:

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

Background/Purpose of Request:

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

County real property release value \$638,870 (21 releases)

Smithville real property release value \$360,000 (2 releases)

Leland real property release value \$5,470 (15 releases)

County personal property release value \$193,112 (3 releases)

Smithville personal property release value \$68,005 (1 release)

Bald Head Island personal property release value \$68,005(1 release)

Northwest personal property release value \$100,809(1 release)

County VTS September 2020 release value \$163,312 (22 releases)

Smithville VTS September 2020 release value \$15,831 (3 releases)

Leland VTS September 2020 release value \$65,572 (6 releases)

Oak Island VTS September 2020 release value \$10,228 (2 releases)

Shallotte VTS September 2020 release value \$1,167 (1 release)

St James VTS September 2020 release value \$24,070 (1 release)

Sunset Beach VTS September 2020 release value \$1,016 (1 release)

Varnamtown VTS September 2020 release value \$4,430 (1 release)

For information purposes only

Grissettown/Longwood fire district \$93.75 (1 release)

Leland fire district \$330 (15 releases)

Supply fire district \$412.50 (3 releases)

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners approve the October 2020 releases.

ATTACHMENTS:

Description

- ▣ Tax Releases October 2020
- ▣ Motor Vehicle Releases (VTS) October 2020 Processed September 2020 (NCDMV Tax & Tag)
- ▣ Fire Fee Releases

Tax Releases for October 2020

Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047812	9/14/2020	WATTS THERESA L % DAVID WAGGONER	150040 (2019)	55119322	Brunswick County	15200051 A		\$270.05-C	\$55,680.00	Improvement removed from property
047814	9/14/2020	WATTS THERESA L % DAVID WAGGONER	148774 (2018)	55119322	Brunswick County	15200051 A		\$291.92-C	\$60,190.00	Improvement removed from property
047816	9/14/2020	WATTS THERESA L % DAVID WAGGONER	150693 (2017)	55119322	Brunswick County	15200051 A		\$291.92-C	\$60,190.00	Improvement removed from property
047821	9/30/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72851 (2020)	20191060	Leland	058FA137	TOWN CREEK	\$0.49-C \$0.21-LEL	\$100.00	Did not own January 1
047823	9/30/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72843 (2020)	20191060	Leland	047PB00102	TOWN CREEK	\$0.49-C \$0.21-LEL	\$100.00	Did not own January 1
047825	9/30/2020	FULWOOD JERRY T	50879 (2020)	62207270	Brunswick County	1960001808		\$472.10-C	\$97,340.00	Duplicate listing
047827	9/30/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72846 (2020)	20191060	Leland	047PB00105		\$2.96-C \$1.28-LEL	\$610.00	Did not own January 1
047829	9/30/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72847 (2020)	20191060	Leland	047PC00101	TOWN CREEK	\$0.49-C \$0.21-LEL	\$100.00	Did not own January 1
047831	9/30/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72848 (2020)	20191060	Leland	047PC00102	TOWN CREEK	\$0.49-C \$0.21-LEL	\$100.00	Did not own January 1
047833	9/30/2020	COOKE STUART T AND SUTTON JOHN V JR	30943 (2020)	33447555	Oak Island	233OB00130		\$873.00-C \$72.00-SM	\$180,000.00	Clerical error/DE error
047834	9/30/2020	COOKE STUART T AND SUTTON JOHN V JR	30490 (2019)	33447555	Oak Island	233OB00130		\$873.00-C \$72.00-SM	\$180,000.00	Clerical error/DE error
047835	9/30/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72849 (2020)	20191060	Leland	058FA00101		\$13.97-C \$6.05-LEL	\$2,880.00	Did not own January 1

Tax Releases for October 2020

Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047837	9/30/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72850 (2020)	20191060	Leland	058FA00192		\$3.78-C \$1.64-LEL	\$780.00	Did not own January 1
047839	10/1/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72837 (2020)	20191060	Leland	047PA00101		\$0.49-C \$0.21-LEL	\$100.00	Did not own January 1
047841	10/1/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72838 (2020)	20191060	Leland	047PA00103	TOWN CREEK	\$0.49-C \$0.21-LEL	\$100.00	Did not own January 1
047843	10/1/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72839 (2020)	20191060	Leland	047PA00104		\$0.49-C \$0.21-LEL	\$100.00	Did not own January 1
047845	10/1/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72840 (2020)	20191060	Leland	047PA00105		\$0.49-C \$0.21-LEL	\$100.00	Did not own January 1
047847	10/1/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72841 (2020)	20191060	Leland	047PA00106		\$0.49-C \$0.21-LEL	\$100.00	Did not own January 1
047849	10/1/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72844 (2020)	20191060	Leland	047PB00103	TOWN CREEK	\$0.49-C \$0.21-LEL	\$100.00	Did not own January 1
047851	10/1/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72485 (2020)	20191060	Leland	047PB00104	TOWN CREEK	\$0.49-C \$0.21-LEL	\$100.00	Did not own January 1
047853	10/1/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72842 (2020)	20191060	Leland	047PB00101		\$0.49-C \$0.21-LEL	\$100.00	Did not own January 1

Tax Releases for October 2020

BUSINESS PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047818	9/30/2020	YAFFA S & J LLC	157941 (2017)	10292840	NORTHWEST	0080006805	NORTHWEST	\$488.92-C \$241.94-NW	\$100,809.00	Clerical Error/DE Error

Tax Releases for October 2020

PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047819	9/30/2020	SOUTHPORT FEDERAL PILOTS INC	133858 (2020)	80018489		NULL	LOCKWOOD FOLLY	\$117.85-C	\$24,298.00	Did Not Own January 1
047820	9/30/2020	MCKINNELL WILLIAM IV	094860 (2020)	80095014	VILLAGE OF BALD HEAD	260JA003	SMITHVILLE	\$329.82-C \$32.98-LL \$27.20-SM \$2.72-LSM \$466.72-BHI \$46.67-BHILL	\$68,005.00	Situs in Another County

Release Category Codes

Release Code Release Type

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

Release Code Release Type

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

Release Category Codes

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

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

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

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

VTS RELEASES PROCESSED SEPTEMBER 2020

<u>Adjustment #</u>	<u>Abstract #</u>	<u>Name-Last, First, Middle</u>	<u>Tag #</u>	<u>Year</u>	<u>Make</u>	<u>B-VAL</u>	<u>New Value</u>	<u>Diff.</u>	<u>City</u>	<u>Twp.</u>	<u>Override %</u>	<u>Override Value</u>	<u>Override Status</u>	<u>Acquisition Cost</u>	<u>Acquisition Year</u>	<u>Dep Sch</u>	<u>Exempt Type</u>	<u>Notes</u>	<u>Date</u>	<u>Code</u>	<u>Code Description</u>
964437	50347119	ACREE, PEGGY JANE	HDX9805	2007	KIA	2,930	2,461	469				2,461						237,525 MILES, VISUALLY INSPECTED BY A. SPENCER	09/08/20	12	High Mileage/Condition
965564	53033422	MORRISON, CHRISTOPHER SCOTT	PJM6476	2018	GMC	28,570	24,140	4,430	27					25,411	2019			BOS 2019=\$25,411-DEP	09/08/20	1	Adjusted per Purchase Price
965601	25811914	BARLASS, DONNA HINSON	CLS5316	2015	VOLV	30,556	16,075	14,481	31			16,075						ADJ PER NADA VALUE	09/08/20	20	Appealed value
965628	56468211	WALKER, WILLIAM THOMAS JR	RAH1468	2008	SATURN	3,480	500	2,980						500	2020			BOS 2020=\$500	09/08/20	1	Adjusted per Purchase Price
965644	56487511	HIESTER, LORRAINE ORZEL	XSE3144	2017	BUICK	24,420	19,929	4,491						19,929	2020			BOS 2020=\$19,929	09/08/20	1	Adjusted per Purchase Price
965646	54982696	POOLE, THOMAS EUGENE	36980	1969	PONT	4,550	500	4,050	14	3	100	500	PERM					APPLICATION APPROVED	09/08/20	19	Antique Value Approved
966009	39626975	CALAMUSA, CHERLENE WARD	ZNH4715	2008	VOLV	7,260	4,425	2,835	31			7,260						ADJ PER NADA VALUE	09/08/20	20	Appealed value
966192	45035507	BIRD, DEBORAH CAROL	FJW9489	2009	HONDA	7,260	6,244	1,016	11									SERVICE RECEIPT 203,473 MILES	09/08/20	12	High Mileage/Condition
967187	57130635	YOUNG, JAMES ROGER	CM36882	2017	CAON	8,010	617	7,393	14	3		617		650	2019			OVERVALUED TRAILER	09/11/20	15	TEC Value Issue
967194	22793363	TUMMINELLO, VINCENT	RAL5223	2004	CHEV	3,960	2,793	1,167	22					3,800	2014			BOS 2014=\$3800-5%DEP	09/11/20	1	Adjusted per Purchase Price
968615	57181662	WILLIS, LINDA LEE	CM59541	2012	CAON	4,750	362	4,388		3		362		566	2012	B-20		BOS 2012=\$566-DEP	09/17/20	1	Adjusted per Purchase Price
968953	47615990	HICKMAN, GAIL WHITE	FJK8906	2016	VOLV	20,530	14,395	6,135						15,950	2018			BOS 2018=\$15,950-5%DEP	09/17/20	1	Adjusted per Purchase Price
972222	49193846	HANCOCK JOHN ROBERT	FHB8280	2018	NISS	14,540	-	14,540	31								MILITARY	HOR-NJ SPOUSE WAS DOMICILE	09/28/20	4	Military Exempt
972220	50319811	HANCOCK JOHN ROBERT	PEZ7241	2015	CHEV	16,640	-	16,640	31								MILITARY	HOR-NJ SPOUSE WAS DOMICILE	09/28/20	4	Military Exempt
972026	53850074	SCARROW DOMINICK COLE	PKK7494	2020	KIA	25,600	12,800	12,800	31								MILITARY	HOR-IA 50% EXEMPT SPOUSE NOT DOMICILE	09/28/20	4	Military Exempt
973311	50779510	BILELLO MICHAL STEPHEN	RAB7608	2016	TOYT	30,540	26,264	4,276	31									MILEAGE 96,081 STATE INSPECTION	09/30/20	12	High Mileage/Condition
973510	57258438	LOCKAMY ROBERT MANNING	CM57674	2016	LOAD	7,170	1,444	5,726						1,900	2015	B-20		RMV SALES PRICE 2015=1,900	10/01/20	1	Adjusted per Purchase Price
973545	42396982	ADAMS RENEE WARD	TAW9136	2010	CHEV	17,240	15,516	1,724										MILEAGE 164,605 STATE INSPECTION	10/01/20	12	High Mileage/Condition
973526	26436465	WALKER VERONICA LYNN	TAW9115	2013	TOYT	12,755	11,224	1,531										MILEAGE 135,943 STATE INSPECTION	09/30/20	12	High Mileage/Condition
972867	55718394	STEVENS CALEB SCOTT	EFB4216	2016	CHEV	14,040	-	14,040									MILITARY	HOR-TN ETS 1/5/21	09/30/20	4	Military Exempt
972859	56873464	STEVENS CALEB SCOTT	FBH4334	2020	DODG	28,260	14,130	14,130									MILITARY	HOR-TN ETS 1/5/21 50% EXEMPT SPOUSE NOT DOMICILE IN TN	09/30/20	4	Military Exempt
972330	57405945	MONTOYA KERSTIN SIEGLINDE	RBH8106	2017	RAM	24,070	-	24,070	29								MILITARY	HOR-NY ETS 8/31/22	09/28/20	4	Military Exempt

OCTOBER 2020 Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047813	9/14/2020	WATTS THERESA L % DAVID WAGGONER	150040 (2019)	55119322	Brunswick County	15200051 A		\$162.50-SUF	\$55,680.00	Improvement removed from property
047815	9/14/2020	WATTS THERESA L % DAVID WAGGONER	148774 (2018)	55119322	Brunswick County	15200051 A		\$125.00-SUF	\$60,190.00	Improvement removed from property
047817	9/14/2020	WATTS THERESA L % DAVID WAGGONER	150693 (2017)	55119322	Brunswick County	15200051 A		\$125.00-SUF	\$60,190.00	Improvement removed from property
047822	9/30/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72851 (2020)	20191060	Leland	058FA137		\$16.50-LELF	\$100.00	Did not own January 1
047824	9/30/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72843 (2020)	20191060	Leland	047PB00102	TOWN CREEK	\$16.50-LELF	\$100.00	Did not own January 1
047826	9/30/2020	FULWOOD JERRY T	50879 (2020)	62207270	Brunswick County	1960001808		\$93.75-GRIF	\$97,340.00	Duplicate listing
047828	9/30/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72846 (2020)	20191060	Leland	047PB00105		\$16.50-LELF	\$610.00	Did not own January 1
047830	9/30/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72847 (2020)	20191060	Leland	047PC00101	TOWN CREEK	\$16.50-LELF	\$100.00	Did not own January 1
047832	9/30/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72848 (2020)	20191060	Leland	047PC00102		\$16.50-LELF	\$100.00	Did not own January 1
047836	9/30/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72849 (2020)	20191060	Leland	058FA00101		\$82.50-LELF	\$2,880.00	Did not own January 1
047838	9/30/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72850 (2020)	20191060	Leland	058FA00192		\$33.00-LELF	\$780.00	Did not own January 1
047840	10/1/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72837 (2020)	20191060	Leland	047PA00101		\$16.50-LELF	\$100.00	Did not own January 1

OCTOBER 2020 Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047842	10/1/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72838 (2020)	20191060	Leland	047PA00103	TOWN CREEK	\$16.50-LELF	\$100.00	Did not own January 1
047844	10/1/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72839 (2020)	20191060	Leland	047PA00104		\$16.50-LELF	\$100.00	Did not own January 1
047846	10/1/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72840 (2020)	20191060	Leland	047PA00105		\$16.50-LELF	\$100.00	Did not own January 1
047848	10/1/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72841 (2020)	20191060	Leland	047PA00106		\$16.50-LELF	\$100.00	Did not own January 1
047850	10/1/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72844 (2020)	20191060	Leland	047PB00103	TOWN CREEK	\$16.50-LELF	\$100.00	Did not own January 1
047852	10/1/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72485 (2020)	20191060	Leland	047PB00104	TOWN CREEK	\$16.50-LELF	\$100.00	Did not own January 1
047854	10/1/2020	JEFFERSON LNDG BRUNSWICK FOREST LLC	72842 (2020)	20191060	Leland	047PB00101		\$16.50-LELF	\$100.00	Did not own January 1

Release Category Codes

Release Code Release Type

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

Release Code Release Type

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

Release Category Codes

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

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



Brunswick County Board of Commissioners

ACTION AGENDA ITEM

October 19, 2020

Action Item # V. - 10.

From:
Donald Dixon

Utilities - Direct Drive Aeration System Sole Source Agreement
and Resolution

Issue/Action Requested:

Request that the Board of Commissioners enter into a sole source agreement subject to review and approval by the County Attorney for purchase of equipment and associated installation of the Veolia-Kruger direct drive aeration system for Oxidation Ditches #3 & #4 at the West Brunswick Regional Wastewater Treatment Plant (WWTP) and authorize the Chairman and Clerk to the Board to execute a contract with Veolia-Kruger in the amount of \$807,714.36 for purchase and installation of direct drive aeration equipment to replace the existing, failing mechanical aeration system at the West Brunswick Regional WWTP.

Background/Purpose of Request:

The project is necessary to address an ongoing issue with the existing mechanical aeration system used in the oxidation ditches at the West Brunswick Regional WWTP. A similar project was originally approved in FY19 for design of a jet aeration conversion of the existing aeration system. Preliminary engineering of the project estimated the jet aeration conversion project to cost \$1.2M. After design and bidding the conversion project exceeded the estimate by \$1.98M (\$3.18M). Staff did not recommend award based on budgetary constraints. Due to continued failures of the existing aeration system, alternative aeration systems conversions were pursued, and the direct drive replacement option of the existing system was chosen. The aeration system is a critical part of the wastewater treatment process as it helps remove biodegradable organics from the wastewater. The existing mechanical aeration system (Oxidation Ditches #3 & #4) has suffered nine (9) failures since these ditches were put into service in 2010. The cost to date for the repairs has been approximately \$530,000 with an outstanding repair estimated at approximately \$47,000. Not only has the monetary cost of replacing and repairing damage from failures been great, the frequent failures of the existing system have stressed the plant's ability to maintain its effectiveness in treating the wastewater and potentially affect the ability to stay within state compliance standards.

For FY21, the Board had approved \$1.2M of expenditures from the West Brunswick Regional WWTP capital reserve fund for evaluation and testing of the existing 24" sewer force main associated with the West Brunswick Regional WWTP. Due to the continued failure of the aeration system, staff requests to utilize a portion of the appropriated expenditure (\$807,714.36) for replacement of the existing aeration system. Sole sourcing the Veolia-Kruger aeration product provides a continuity of operations, familiarity for both operation and maintenance staff, and was the chosen process for both the expansion and the original Northeast Regional WWTP. Veolia-Kruger is also currently on our Approved Products List (APL). Staff also recommends utilizing a portion of the remaining funding for purchase of emergency repair parts (\$120,000) for utilization on the 24" force main for emergency repairs.

Staff recommends approval of the proposed agreement with Veolia-Kruger for the replacement of the existing aeration system (Oxidation Ditch #3 & #4) in the amount of \$807,714.36.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Capital and Replacement Reserve funds are available in the current budget by restructuring the use of funds.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend the Board of Commissioners enter into a sole source agreement subject to review and approval by the County Attorney for purchase of equipment and associated installation of the Veolia-Kruger direct drive aeration system for Oxidation Ditches #3 & #4 at the West Brunswick Regional Wastewater Treatment Plant (WWTP) and authorize the Chairman and Clerk to the Board to execute a contract with Veolia-Kruger in the amount of \$807,714.36 for purchase and installation of direct drive aeration equipment to replace the existing, failing mechanical aeration system at the West Brunswick Regional WWTP.

ATTACHMENTS:

Description

- ▣ Utilities - Sole Source Resolution - Attach 1
- ▣ Utilities - Sole Source Justification - Attach 2

County of Brunswick
Office of the County Commissioners



**RESOLUTION AUTHORIZING PURCHASE OF SPECIALTY PRODUCTS
FOR PUBLIC UTILITIES UNDER SOLE SOURCE EXCEPTION
TO FORMAL BIDDING REQUIREMENTS**

WHEREAS, N.C.G.S 143-129(e)(6), Procedure for Letting of Public Contracts, allows for the waiver of formal bidding requirements for purchases of apparatus, supplies, materials, or equipment when performance or price competition for a product are not available, or a needed product is available from only one source of supply, or standardization or compatibility is the overriding consideration; and

WHEREAS, Brunswick County has experienced consistent failures of the existing oxidation ditch equipment at its West Brunswick Regional Wastewater Treatment Plant (the "Facility"); and

WHEREAS, the Brunswick County Public Utilities Department has identified a process to retrofit Oxidation Ditch 3 and Oxidation Ditch 4 at the Facility to address the failures; and

WHEREAS, the direct drive aeration equipment for the process is only available from an exclusive vendor as its territorial representative, namely Veolia Water Technologies, Inc. (dba Kruger); and

WHEREAS, use of the specific direct drive aeration equipment from Veolia Water Technologies, Inc. (dba Kruger), is necessary for both standardization and compatibility with existing equipment; and

WHEREAS, the governing board must approve the purchase under this bidding exemption prior to awarding the contract.

NOW, THEREFORE BE IT RESOLVED, that the Brunswick County Board of Commissioners approves the purchases described herein utilizing the exception to formal bidding requirements contained in N.C.G.S. 143-129(e)(6) and finds that the conditions described in that statute have been met.

This the 19th day of October, 2020.

Frank L. Williams, Chairman
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to the Board

SOLE SOURCE JUSTIFICATION FORM

Pursuant to N.C.G.S. § 143-129(e)(6), under certain circumstances, the procurement of goods and/or services may be exempt from competitive bidding requirements.

The undersigned requests that competitive procurement be waived for the goods and/or services listed below and that the vendor identified be authorized as a sole source for the goods and/or services.

Goods/Services: Direct Drive West Brunswick Regional Oxidation Ditch Retrofit

Recommended Sole Source Vendor:

Company Name: Veolia Water Technologies, Inc. (dba Kruger)
Contact Name: Tony Cook
Address: 1500 Garner Road, Suite C
City, State, Zip: Raleigh, NC 27610

Competition for the above-referenced goods and/or services is precluded based on the following:
(Check all that apply. Attach detailed justification and supporting documentation.)

- ☐ The needed product or service is only available from a single source.
- ☐ Performance or price competition for the product are not available.
- ☒ The specific product and/or service from the vendor is necessary for standardization or compatibility.
- ☐ The needed product is proprietary to the vendor.
- ☐ Other: _____

Expected Amount of Procurement: \$ 807,714.36

Term: ☒ One Time Purchase ☐ Ongoing Purchase

I certify that the above information is true and accurate to the best of my knowledge and that I have no financial or other beneficial interest in the vendor or goods/services. I have attached all relevant documentation and justification for this request.

Donald Dixon, Deputy Director-Wastewater Operations

Requestor

Date

APPROVED:

Department Head

Date

Purchasing Agent

Date

County Attorney

Date



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 19, 2020

From:
John Nichols, P.E.

Action Item # V. - 11.

Utilities - Utility Ordinance Preparation Raftelis Financial Consultants

Issue/Action Requested:

Request that the Board of Commissioners approve and authorize the Chairman and Clerk to the Board to execute a contract with Raftelis Financial Consultants, Inc. (DBA Raftelis), for services in the amount of \$79,540 for the preparation of Water Use, Sewer Use, and Reuse Water Ordinances.

Background/Purpose of Request:

Brunswick County currently serves over 43,000 residential water connections, 30 industrial water connections, and 19,000 sewer connections. The selected firm shall review and edit existing ordinances, as appropriate, and prepare new ordinances that are clear and concise and in compliance with local, state, and federal laws, rules and regulations and current zoning and subdivision practices, as applicable. The ordinances will address, without limitation, general use provisions and requirements, fees, bulk customer requirements, wholesale and residential water emergency response, backflow and cross-connection, easements, system development fees, utility infrastructure protection, and enforcement.

Requests for Qualifications were requested via county standard procedures and were received from the following firms: Raftelis and AquaLaw PLC. The selection committee selected Raftelis based on qualifications and experience with similar projects.

A final scope of work for the project has been negotiated with Raftelis that includes project initiation and management, review of existing ordinances, development of recommended water/wastewater/reuse water ordinances, stakeholder engagement, presentation of ordinances in work session(s) for comments and feedback, and finalization of ordinance documents.

Staff recommends approval of the proposed contract with Raftelis in the amount of \$79,540.

Fiscal Impact:

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

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend the Board of Commissioners approve and authorize the Chairman and Clerk to the Board to execute a contract with Raftelis Financial Consultants, Inc. (DBA Raftelis), for services in the amount of \$79,540 for the preparation of Water Use, Sewer Use, and Reuse Water Ordinances.

ATTACHMENTS:

Description

▣ Services Agreement

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 Raftelis Financial Consultants, Inc., (hereinafter referred to as “Provider”), party of the second part.

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as “Services”) and the agreed upon fees for said Services are set forth on Exhibit “A” attached hereto.

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

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 10/20/2020 (the “Effective Date”) and continues in effect until 10/31/2021, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days’ written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially 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: Raftelis Financial Consultants, Inc.
227 W. Trade Street, Suite 1400
Charlotte, NC 28202

[SIGNATURES APPEAR ON FOLLOWING PAGE]

32. SIGNATURES

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

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

By: _____
Frank Williams
Chairman

[SEAL]

RAFTELIS FINANCIAL CONSULTANTS, INC.

DocuSigned by:
By: Julia Novak
6DFE9EE4F1184B9...

Printed Name: Julia Novak

Title: Executive Vice President

Date: 10/9/2020

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

DocuSigned by:
Julie A. Miller
102298718501014B2
Julie A. Miller, Finance Director
Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by:
Robert V. Shaver, Jr.
8876116C174B4A8
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

Project Approach

The following outlines the proposed project approach for reviewing and updating Brunswick County's (County) utility ordinances, found in Chapter 1-13, Wastewater and Water Supply, of the County's Code of Ordinances.

Task 1: Project Initiation, Management, and Ordinance Review Kickoff Workshop

This task will serve to initiate the project, confirm and validate project scope and timelines, and ensure the project proceeds deliberately, on time, within budget, and in a manner that supports deliverables of the highest quality. During Task 1, Raftelis will meet with key stakeholders in a kick-off workshop to build consensus on project focus areas, work already in progress, and stakeholders to engage throughout the project, as well as to identify topics that may require significant changes to existing ordinances. If necessary, Raftelis will perform interviews with Brunswick County Public Utilities (Utilities) executive staff, County Administration Staff, and others as identified during project initiation.

Task 1 will also continue throughout the life of the project and will include monthly updates with Utilities staff to communicate project progress, discuss critical project junctures, and ensure project quality. Raftelis will hold monthly project update teleconferences and provide Utilities with an Excel-based project update report.

TASK OVERVIEW

- J Hold ordinance review kick-off workshop with project stakeholders to define objectives and validate project drivers
- J Commission a small project advisory team, comprised of utility stakeholders, to help guide the project
- J Hold monthly teleconferences with utility staff to provide project updates and ensure communication on key decisions

DELIVERABLES

Kickoff agenda and summary

Task 2: Develop Recommended Water/Wastewater/Reclaimed Water Outlines

Raftelis will carefully review Utilities' water/wastewater/reclaimed water policies, as well as Chapter 1-13, Wastewater and Water Supply, of the County's Code of Ordinances to develop a comprehensive understanding of the existing guiding documents. Based on this review, Raftelis will work with Utilities staff to develop a proposed outline of the updated water, wastewater, and reclaimed water ordinances.

The outline process will identify necessary revisions to existing language, where wholesale changes to the ordinances are necessary to reflect current practices, opportunities for content reorganization, and recommendations for new divisions and/or sections within this chapter. In initial discussions, Utilities staff have referenced potentially combining the three sections into one water ordinance for ease of reference, so this decision will be reflected in the outline. Once the outline has been completed, Raftelis will work to validate and fill content gaps by examining and benchmarking peer utilities' ordinances.

TASK OVERVIEW

- J Review and analyze existing policies and ordinances
- J Provide Utilities with a proposed outline for the water, wastewater, and reclaimed water ordinances
- J Validate the outlines with Utilities staff
- J Benchmark proposed outline and content against peer utilities

DELIVERABLES

Ordinance outlines and benchmarking results

BRUNSWICK COUNTY – ORDINANCE REVIEW AND UPDATE

Task 3: Draft Revised Ordinances

Based on the Utilities-validated outline and the results of the peer benchmarking process, Raftelis will draft text for the water and reclaimed water ordinances and update the text for the wastewater ordinance, as necessary. Raftelis will provide Utilities with draft text for each ordinance, meet with Utilities to work through any comments/questions, and will revise the text based on comments received from Utilities. Raftelis will also identify areas of substantive change, to facilitate future review and approval by the Board of Commissioners.

TASK OVERVIEW

-) Provide Utilities with updated draft text for review
-) Note areas of substantive changes within the ordinances

DELIVERABLES

Draft of full ordinance document; facilitated work session with Utilities staff

Task 4: Engage Key Stakeholders

The process of formalizing policies into ordinances is benefitted by input from a variety of affected parties, as the engagement helps to build support and ensure that any impacts are well understood. Utilities has expressed an interest in engaging stakeholders in this process, which, depending on the proposed changes may occur after new ordinances have been outlined or after draft ordinances have been created. Raftelis will host 3-5 individual or small group stakeholder sessions to work through specific issues and a virtual public meeting to share any major changes. Note, this task may occur concurrently with Task 3.

TASK OVERVIEW

-) Host 3-5 individual or small group stakeholder input sessions
-) Host one virtual public meeting to share major changes and get feedback

DELIVERABLES

Updated draft ordinance outlines and/or text, depending on when the sessions are held

Task 5: Prepare and Present Ordinances in Work Session(s)

Raftelis will develop and facilitate a work session based on the updated ordinances for the Board of Commissioners and County Administration. This work session would include the key highlights of the ordinance update and a review of the major changes to Chapter 1-13 of the County's Code of Ordinances. Commissioners and County Administration will also be provided an updated draft of the full ordinance document incorporating comments from Tasks 3 and 4. Raftelis will then incorporate any comments and/or changes into the updated ordinance text.

TASK OVERVIEW

-) Presentation of update to Board of Commissioners and County Administration to obtain feedback

DELIVERABLES

PowerPoint presentation; facilitated work session; and updated draft of full ordinance document

Task 6: Update and Finalize Ordinance Document

Raftelis will incorporate feedback from previous tasks, perform the necessary work to successfully make changes to meet Utilities' expectations and those of other key stakeholders, prepare final recommendations and develop a final ordinance document that can be incorporated into the County's Code of Ordinances.

BRUNSWICK COUNTY – ORDINANCE REVIEW AND UPDATE

TASK OVERVIEW

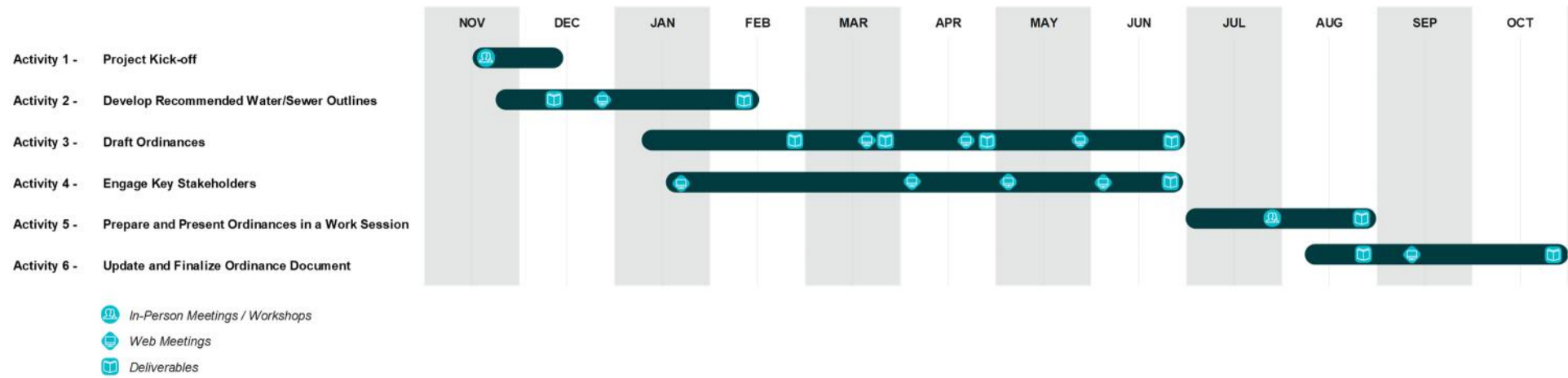
-) Incorporate feedback and make necessary changes to the new ordinances
-) Prepare a summary report documenting the study and develop a new ordinance document for Brunswick County Public Utilities.

DELIVERABLES

Summary Project Report and new ordinance document

Project Schedule

The following outlines the proposed project schedule for reviewing and updating Brunswick County’s utility ordinances.



Payments to Provider for Services
Services - Lump Sum

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

Compensation for Services - Method of Payment

A. County shall pay Provider for the Services as follows:

1. A lump sum amount based on the following estimated distribution of compensation:

	Amount
a. Project Kick-off	\$13,750
b. Develop Recommended Outlines	\$20,120
c. Draft Ordinances	\$24,260
d. Engage Key Stakeholders	\$8,510
e. Prepare and Present Ordinances	\$6,800
f. Finalize Ordinance Document	\$6,100
Services Total	\$79,540

2. Provider 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 County.
3. The lump sum includes compensation for Provider’s services and services of Provider’s consultants or subcontractors, 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 Provider’s services will be based upon Provider’s estimate of the percentage of the task actually completed during the billing period.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 19, 2020

From:
Andrea White

Action Item # VI. - 1.

Presentation - Frank Bonner Scholarship (Charlie Eaton, RM
Deputy Director)

Issue/Action Requested:

Request that the Board of Commissioners receive a brief presentation of the Frank Bonner Scholarship to Andrew Frantz, Risk Management Technician for Brunswick County.

Background/Purpose of Request:

Brunswick County Risk Management Technician Andrew Frantz is the recipient of the 2020 Frank Bonner Scholarship.

The 2020 award was originally to consist of full payment of registration and associated fees, hotel and all travel expenses to attend the 5-day PRIMA Institute, which was to take place in Washington, D.C. Due to COVID-19, PRIMA chose to hold the Institute virtually this year. Andrew was given the option and decided to delay his award one year and attend next year's PRIMA Institute alongside the 2021 winner.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners receive a brief presentation of the Frank Bonner Scholarship to Andrew Frantz, Risk Management Technician for Brunswick County.

ATTACHMENTS:

Description

- ▣ Frank Bonner Scholarship Background

Frank Bonner Scholarship

In June 2004, the NCACC Risk Management Pools Board of Trustees adopted a resolution honoring the life of Frank Bonner, a dedicated long-serving commissioner from Beaufort County who was instrumental in establishing the Pools and served as both Trustee and Chair of the Board of Trustees for many years. The intent of the scholarship is to further the risk management education of a member employee who has demonstrated great initiative and dedication to implementing risk management techniques in the workplace.

In order to be eligible, applicants must:

- Be employed by a county that participates in the NCACC Liability & Property Pool or the Workers Compensation Pool, and
- Be primarily responsible for risk management and/or insurance administration for that county (or county entity).

The 2020 award consists of full payment of registration and associated fees, hotel and all travel expenses to attend the 5-day PRIMA Institute, which takes place Monday, Oct. 26, through Friday, Oct. 30, in Washington, D.C.

PRIMA Institute is the premier educational program for both new risk managers and seasoned risk professionals who seek to learn more about emerging trends and best practices in risk management. An innovative educational symposium comprised of fundamental risk management curriculum and outstanding faculty, PRIMA Institute 2020 also offers an excellent networking opportunity for public entity risk managers.

The winner will also receive a framed award certificate, along with a check to cover their incidental expenses, which will be presented by a representative of the NCACC at a Board of Commissioners meeting or other county staff event of the member's choosing.