

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

**September 7, 2021**

**3:00 PM**

**I. Call to Order**

**II. Invocation/Pledge of Allegiance**

**III. Adjustments/Approval of Agenda**

**IV. Public Comments**

**V. Approval of Consent Agenda**

1. Clerk to the Board - Meeting Minutes  
Request that the Board of Commissioners approve the Draft Minutes from the August 16, 2021 Regular Meeting.
2. County Attorney - Deed of Dedication for Ryder Cup Subdivision Fairway Drive, Lots 50-53  
Consider accepting the Deed of Dedication for water and sewer infrastructure for Ryder Cup Subdivision Fairway Drive, Lots 50-53.
3. County Attorney - Release of Easement  
That the Board of Commissioners mutually release easements encumbering the Western property line of the county complex
4. County Attorney - Sachi Subdivision, Ph 1, Lots 1-14, 38-49, and 62-65 DOD  
Consider accepting the Deed of Dedication for water and sewer infrastructure in Sachi Subdivision, Phase 1, Lots 1-14, 38-49, and 62-65.
5. Emergency Services - Stryker LUCAS 3 Purchase  
Emergency Services is requesting the approval to purchase 10 additional LUCAS 3 compression devices, so that we can have these devices on all frontline ambulances and QRV's.
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.

**-Parks and Recreation Insurance Proceeds Budget Amendment**

Appropriate fund balance for rollover of insurance proceeds received in FY21 for repair of Kayak Launch Rails at Brunswick Nature park in FY22 budget.

**-Airport Grant 36244.58.13.1 Additional Funds Budget Amendment and CPO**

Appropriate \$278,872 of additional state grant funds and \$30,986 of local match for grant modification to grant 36244.58.13.1 as approved by NCDOT-Division of Aviation.

7. Governing Body - Board Appointment - Planning  
Request that the Board of Commissioners appoint Mr. Clifton Cheek to the Planning Board for a 3-year term expiring June 30, 2024.
8. Governing Body - Board Appointment - Substance Use and Addiction Commission  
Request that the Board of Commissioners appoint Mr. William Murphy to the Substance Use and Addiction Commission for a 4-year term expiring June 30, 2025.
9. Governing Body - Jury Commission Appointment

Request that the Board of Commissioners consider re-appointing Mr. Steve Stone to serve on the Jury Commission for a two (2) year term

10. Health and Human Services - BSRI - Council of Governments Grant Agreement for Aging Services

Request that the Board of Commissioners approve and execute the FY 2022 Home and Community Care Block Grant for Older Adults Agreement for the Provision of Community-Based Aging Services ending June 30, 2022

11. Health and Human Services - Health Services - AA - 361 ELC Enhanced Reopening Schools SH Liaison FY 22

Request that the Board of Commissioners approve the Agreement Addendum for 361 ELC Reopening Schools SH Liaison for FY 22 and authorize the Health Director to sign the addendum form.

12. Health and Human Services - Health Services – Annual Board of Health Policies

Request that the Board of Commissioners review and approve annual Board of Health policies.

13. Resolution for Special Election on Brunswick Forest Annexation to Brunswick Regional H2GO Sanitary District

Approve Resolution Directing the Board of Elections to Hold a Special Election on Annexation of Brunswick Forest to the Brunswick Regional H2GO Sanitary District.

14. Sheriff's Office - Video Agreement with WatchGuard Video Inc. (Motorola Solutions Inc.)

Request that the Board of Commissioners approve a five (5) year agreement with WatchGuard Video Inc., now part of Motorola Solutions Inc., in conjunction with the Sheriff's Office body camera and associated video storage system, subject to review and approval by the County Attorney.

15. Utilities - Northwest WTP Concentrate Discharge Pipeline FACO (John Nichols, PE, Director of Public Utilities)

Request that the Board of Commissioners approve the Final Adjusting Change Order No. 1 with TA Loving Company for the Northwest Water Treatment Plant (NWTP) Concentrate Discharge Pipeline Project. This change order will result in a contract deduction in the amount of \$354,655.51 and no time extension.

16. Utilities - Stanbury Creek Sewer Transmission Line Reimbursement

Request that the Board of Commissioners approve entering into a Sewer Transmission Reimbursement agreement in the amount of \$380,000.00 with Stanbury Creek NC, LLC and RHH Land Investors LLC, the developers of the Stanbury Creek and Marsh Walk developments respectively, authorize the County Attorney to draft either a two-party or three-party agreement subject to a deviation from the bidding requirements listed in the County Sewer Use Ordinance (SUO), and authorize the chairman and clerk to execute the agreement.

## **VI. Presentation**

1. Clerk to the Board - Presentation - Cape Fear Change in Motion 2020 Transportation Demand Management WMPO (Nick Cannon)

Request the Board receive a presentation from Nick Cannon, WMPO regarding the newly adopted Transportation Demand Management "Cape Fear in Motion 2020" plan.

2. Clerk to the Board - Presentation - Mt. Calvary Center for Leadership

## Development

Request the Board of Commissioners receive a presentation from the Mt. Calvary Center for Leadership Development

### 3. Governing Board - Resolution - Emergency Preparedness Month

Request the Board of Commissioners consider a Resolution in support of declaring the month of September as "Preparedness Month in Brunswick County".

### 4. Governing Body - Resolution Honoring Deacon John Henry Sloan (Commissioner Williams)

Request that the Board of Commissioner adopt a Resolution honoring Deacon John Henry Sloan for the commemoration of his 100 years.

## **VII. Administrative Report**

### 1. Administration - American Rescue Plan Project Funding Guideline (Randell Woodruff - County Manager)

Request that the Board of Commissioners approve the draft plan in guidance for the American Rescue Plan Act funded projects.

### 2. County Attorney - NC MOA Relating to Allocation of Opioid Litigation Proceeds

Consider Adoption of A Resolution By The County Of Brunswick Approving The Memorandum Of Agreement (MOA) Between The State Of North Carolina And Local Governments On Proceeds Relating To The Settlement Of Opioid Litigation

### 3. Utilities - Town of St. James ARP Funds (John Nichols, PE, Director of Public Utilities)

Request that the Board of Commissioners authorize staff to negotiate an inter-local agreement with the Town of St. James for the transfer of American Rescue Plan (ARP) funds in the amount of \$1,991,221.16 for use in water system upgrades beneficial to the Town of St. James.

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

## **IX. Closed Session**

### 1. Closed Session

Request that the Board of Commissioners enter into closed session pursuant to G.S. 143-318.11(a)(1) to approve closed session minutes and G.S. 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses, including any economic development incentives that may be offered by the County in negotiations.

## **X. Adjournment**



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

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

Clerk to the Board - Meeting Minutes

**From:**

Daralyn Spivey

**Issue/Action Requested:**

Request that the Board of Commissioners approve the Draft Minutes from the August 16, 2021 Regular Meeting.

**Background/Purpose of Request:**

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve the Draft Minutes from the August 16, 2021 Regular Meeting.

**ATTACHMENTS:**

Description

- Draft minutes - 2021-08-16



**BRUNSWICK COUNTY BOARD OF COMMISSIONERS  
OFFICIAL MINUTES  
REGULAR MEETING  
August 2, 2021  
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 Randy Thompson, Chairman  
Commissioner Mike Forte, Vice-Chairman  
Commissioner J. Martin Cooke  
Commissioner Pat Sykes  
Commissioner Frank Williams

**STAFF:** Randell Woodruff, County Manager  
Bob Shaver, County Attorney  
Steve Stone, Deputy County Manager  
David Stanley, Deputy County Manager  
Haynes Brigman, Deputy County Manager  
Julie Miller, Finance Director  
Daralyn Spivey, Clerk to the Board  
Meagan Kasczak, Communications Director  
Lt. Tate Bond, Sheriff's Office  
Neal Galloway, IT  
Raquel Perez, Executive Assistant

**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 Thompson called the meeting to order at 6:00 p.m.

**II. INVOCATION/PLEDGE OF ALLEGIANCE**

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

**III. ADJUSTMENTS/APPROVAL OF AGENDA**

Chairman Thompson asked for adjustments to the agenda. No adjustments were requested.

Chairman Thompson offered, on behalf of the Board of Commissioners, congratulations to Commissioner Williams for his Presidential appointment to the North Carolina Association of County Commissioners.

Commissioner Sykes moved to approve the agenda as presented. The motion was seconded by Commissioner Williams and passed unanimously (5 to 0).

**IV. PUBLIC COMMENTS**

No one signed up to speak.

**V. APPROVAL OF CONSENT AGENDA**

Vice-Chairman Forte moved to approve the Consent Agenda as presented. The motion was seconded by Commissioner Sykes and passed unanimously (5 to 0). The following items were approved:

1. **Administration - Surplus Property Offers for Upset Bid Process**  
The Board of Commissioners accepted, subject to the upset bid process, offers that were submitted for surplus parcels that met the value parameters previously established by the Board.
2. **Clerk to the Board - 2023-2027 5311 Designee Certification Form**  
The Board of Commissioners approved the below Resolution provided by Brunswick Transit System Inc:

**5311 DESIGNEE CERTIFICATION FORM**

Resolution authorizing the filing of applications with the North Carolina Department of Transportation– Integrated Mobility Division for grant years FY2023– FY2027, for federal transportation assistance authorized by 49 U.S.C. 5311, United States Code, other federal statutes administered by the Federal Transit Administration or state statutes administered by the State of North Carolina.

**WHEREAS**, the North Carolina Department of Transportation has been delegated authority to award federal financial assistance for transit projects as allocated throughout North Carolina by County;

**NOW, THEREFORE, BE IT RESOLVED BY** the County Commission of BRUNSWICK County;

1. That Yvonne Hatcher is authorized to execute and file an application for federal assistance on behalf of Brunswick Transit System, Inc. with the State of North Carolina for federal assistance authorized by 49 U.S.C. Chapter 5311 United States Code, other federal statutes or state statutes authorizing a project administered by the Federal Transit Administration.
2. That Yvonne Hatcher is authorized to execute and file with its applications the annual certifications and assurances and other documents the State of North Carolina requires before awarding a federal assistance grant or cooperative agreement.
3. That Yvonne Hatcher is authorized to execute grant and cooperative agreements with the State of North Carolina on behalf of Brunswick Transit System, Inc.

The undersigned duly qualified Chairman of the BRUNSWICK COUNTY Board of Commissioners, acting on behalf of the County Commission of BRUNSWICK County, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the County Commission of BRUNSWICK County held on August 16, 2021.

Randell Thompson  
Chairman, Board of Commissioners

Attest:  
Daralyn Spivey  
Clerk to the Board

3. **Clerk to the Board - Meeting Minutes**  
The Board of Commissioners approved the draft minutes from the August 2, 2021, Regular Meeting.
4. **County Attorney - Ocean Ridge Plantation Ph 3, Sec 2, Barrington Lots # 18-32 DOD**  
The Board of Commissioners accepted the Deed of Dedication for water and sewer infrastructure at the Ocean Ridge Plantation, Ph 3, Sec 2, Barrington Lots # 18-32.
5. **County Attorney - Retreat at Ocean Isle Beach, Ph 4B, Sec 1, Lots 140-171 & 194-197 DOD**  
The Board of Commissioners accepted the Deed of Dedication for water and sewer infrastructure at the Retreat at Ocean Isle Beach, Ph 4, Sec 1, Lots 140-171 & 194-197.
6. **Finance - Fiscal Items**  
The Board of Commissioners approved the following Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature:  
**-Navassa Water System Rehabilitation Project Grant Correction Budget Amendment and CPO**  
Due to correction from the State, expenditures will not be eligible for the 2% loan fee and the fee will need to be paid to the State. Return budget to the 2% loan fee originally budgeted for payment to State.
7. **Health and Human Services - Health Services - AA - 543 ELC Enhanced Detection Activities - FY22 Rollover**  
The Board of Commissioners approved the Agreement Addendum for 543 ELC Enhancing Detection Activities for FY22.
8. **Health and Human Services - Health Services - AA - 716 CDC COVID-19 Vaccination Program - FY22 Rollover:**  
The Board of Commissioners approved the Agreement Addendum for 716 CDC COVID-19 Vaccination Program.
9. **Health and Human Services - Health Services - Contract for School Nursing FY 21-22**

## DRAFT

The Board of Commissioners approved the FY 2021-2022 contract agreement with Brunswick County Schools for funding school nurses utilizing state-restricted funds.

10. **Health and Human Services - Social Services - Non-Emergency Medicaid Transportation Contract for FY 21-22 - Ivory's Accessible Transport Service, Inc.**

The Board of Commissioners approved the Non-Emergency Medicaid Transportation contract with Ivory's Accessible Transport Service, Inc. for FY 21-22.

11. **Human Resources - Temporary Advancement of Sick Leave Policy**

The Board of Commissioners approved the Temporary Advancement of Sick Leave Policy.

12. **Operation Services - Generator Transfer Switch Replacement**

The Board of Commissioners approved the appropriation of funds for a replacement transfer switch for the generator that services the Courthouse, Building I and part of the Detention Center.

13. **Tax Administration - August 2021 Releases**

The Board of Commissioners approved the August 2021 tax releases.

## **VI. PRESENTATION**

1. **Clerk to the Board – Resolution Commemorating the 40<sup>th</sup> Anniversary of the Brunswick Family Assistance Agency Inc.**

Request that the Board of Commissioners consider the following Resolution:

### **RESOLUTION COMMEMORATING THE 40<sup>th</sup> ANNIVERSARY OF BRUNSWICK FAMILY ASSISTANCE AGENCY, INC.**

**WHEREAS**, Brunswick Family Assistance Agency, Inc. was initially founded in 1981 as the Volunteer Information Center focusing on providing volunteer opportunities in Brunswick County; and

**WHEREAS**, the organization quickly recognized the need to expand its services to address the growing number of requests received from those who needed assistance in Brunswick County; and

**WHEREAS**, despite limited funding, the organization began to implement community-based service programs as a source of aid and comfort to those in need; and

**WHEREAS**, the organization continued to expand its program offerings and was incorporated in 1998 as a private non-profit organized under 501(c)(3) as Brunswick Family Assistance Agency, Inc. ("BFA"); and

**WHEREAS**, BFA has been a leader in collaborative partnerships with other federal, state, and local organizations to address community needs in the most effective way possible; and

**WHEREAS**, BFA, through its Board of Directors, staff, volunteers, and partners, now offers a wide variety of programs and services to serve its diverse client base in Brunswick County, including, among others, emergency food pantries ; a summer food program ; financial assistance for rent, utilities, prescriptions, emergency shelter, and transportation; a financial literacy program ; a back-to-school bookbag program ; educational and skills development programs; and an annual holiday "Angel Tree" program ; and

**WHEREAS**, in 2021, BFA is celebrating its 40<sup>th</sup> anniversary of steadfastly carrying out its mission of assisting low-income families and individuals in Brunswick County to enhance quality of life; and

**WHEREAS**, Brunswick County and the Brunswick County Board of Commissioners proudly recognizes BFA and the importance of its transformative, decades-long commitment to providing such critical programs and services to Brunswick County.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS:**

1. That Brunswick County does hereby extend its warmest congratulations to BFA on its 40<sup>th</sup> anniversary and its sincerest appreciation for the many remarkable years of serving the needs of Brunswick County; and
2. That Brunswick County does hereby pledge its continued support of BFA in furtherance of its invaluable mission.

Adopted this the 16<sup>th</sup> day of August, 2021.

Randell Thompson, Chairman  
Brunswick County Board of Commissioners

Attest:  
Daralyn Spivey

Clerk to the Board

Commissioner Cooke moved to adopt the Resolution with the motion seconded by Commissioner Williams. and passed unanimously (5 to 0).

**2. Clerk to the Board - Resolution in Support of Brunswick Business and Industry Development**

Request that the Board of Commissioners consider the following Resolution:

**BRUNSWICK COUNTY RESOLUTION IN SUPPORT OF BRUNSWICK  
BUSINESS & INDUSTRY DEVELOPMENT**

**WHEREAS**, Brunswick Business and Industry Development was created in 2018 and is the economic partnership driver of commerce, opportunity, and growth in Brunswick County; and

**WHEREAS**, the purpose of Brunswick Business and Industry Development is to encourage and promote the development of new business and industry, to assist in the retention of existing business and industry, and to promote the industrial development and general economic welfare of Brunswick County; and

**WHEREAS**, Brunswick Business and Industry Development promotes infrastructure, workforce, education along with quality-of-life opportunities available in Brunswick County; and

**WHEREAS**, Brunswick Business and Industry Development encourages both small and international business growth along with megasite development; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Brunswick County supports the Brunswick Business & Industry Development and their endeavors to bring businesses, commerce, and infrastructure to the County.

Adopted this the 16<sup>th</sup> day of August 2021.

Randell Thompson, Chairman

Brunswick County Board of Commissioners

Attest:

Daralyn Spivey

Clerk to the Board

Vice-Chairman Forte moved to approve the Resolution as requested. The motion was seconded by Commissioner Williams and passed unanimously (5 to 0).

**3. Engineering - County Complex Site and Buildings Master Plan Study (Wm. L. Pinnix, P.E.)**

The Board of Commissioners received the final complex site and buildings master plan report presentation by Charles Boney, FAIA, and Matt Barnstedt of LS3P Associates, along with Michael Cole of Cole, Jenest and Stone. Mr. Woodruff will also be putting a task force together to assist in this project. The consensus of the Board is to continue to move forward with the project.

**4. Presentation - Health and Human Services - COVID-19 Update (David Stanley, Deputy County Manager)**

Mr. Stanley updated the Board on County and State statistics, vaccination rates along with Emergency Service's challenges relevant to the current COVID – 19 Pandemic.

**VII. ADMINISTRATIVE REPORT**

**1. Health and Human Services – Social Services: Social Worker III Child Welfare Positions (Catherine Lytch, DSS Director):**

The Board of Commissioners heard a request from Ms. Lytch for four (4) new full time Social Worker III positions and to reclassify a vacant Social Worker II position to a Social Worker III position in the Child Welfare Division of Social Services. Commissioner Sykes made the motion to add and to reclassify the requested staff with Commissioner Williams seconding and all in favor (5 to 0).

**2. Human Resources – Temporary Employee Referral Bonus Program:**

Commissioner Sykes made a motion to return the item to Administration to collect data and return with an overall recruitment plan to include how much overtime is being utilized and to investigate other ways to improve recruitment. Commissioner Williams seconded the motion with all in favor (5 to 0)

**3. Human Resources – Temporary Sign On Bonus:**

Commissioner Sykes made a motion to return the item to Administration to collect data and return with an overall recruitment plan to include how much overtime is being utilized and to investigate other ways to improve recruitment, such as job fairs and other outreach methods. Commissioner Williams seconded the motion with all in favor (5 to 0).

**VIII. OTHER BUSINESS/INFORMAL DISCUSSION**

No other business to discuss

**IX. CLOSED SESSION**

**1. Closed Session - Consult with Attorney**

Request that the Board of Commissioners enter into Closed Session pursuant to N.C.G.S. 143-318.11(a)(3) to consult with attorney and to preserve attorney/client privilege.

Mr. Shaver noted that the statutory requirements were included in the agenda with the purpose to consult with attorney and to preserve attorney/client privilege.

Commissioner Sykes moved to enter Closed Session as stated at 7:50 p.m. The motion was seconded by Commissioner Cooke and passed unanimously (5 to 0).

Chairman Thompson called the Regular Session to order at 8:41 p.m.

**X. ADJOURNMENT**

Commissioner Williams moved to adjourn the meeting at 8:42 p.m. The motion was seconded by Commissioner Cooke and passed unanimously (5 to 0).

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Randy Thompson, Chairman  
Brunswick County Board of Commissioners

Attest:

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Daralyn Spivey, NCCMC  
Clerk to the Board



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

**Action Item # V. - 2.**

**From:** County Attorney - Deed of Dedication for Ryder Cup  
Asst. County Attorney--Bryan Batton Subdivision Fairway Drive, Lots 50-53

**Issue/Action Requested:**

Consider accepting the Deed of Dedication for water and sewer infrastructure for Ryder Cup Subdivision Fairway Drive, Lots 50-53.

**Background/Purpose of Request:**

Leisure Investments of NC, Inc. and Caswell Dunes, Inc. a/k/a Caswell Dunes Condominium Homeowners Association, Inc. have submitted a Deed of Dedication for water and sewer infrastructure for Ryder Cup Subdivision Fairway Drive, Lots 50-53. 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  
\$ 20,750.00 for water  
\$ 42,116.00 for sewer

**Approved By County Attorney:**

Yes

**County Attorney's Recommendation:**

Accept the Deed of Dedication for water and sewer infrastructure from Leisure Investments of NC, Inc. and Caswell Dunes, Inc. a/k/a Caswell Dunes Condominium Homeowners Association, Inc.

**County Manager's Recommendation:**

Recommend accepting the Deed of Dedication for water and sewer infrastructure for Ryder Cup Subdivision Fairway Drive, Lots 50-53.

**ATTACHMENTS:**

Description

- ▣ Ryder Cup Subdivision Fairway Drive, Lots 50-53 DOD

Prepared by: James R. Prevatte, Jr., Esq.

**DEED OF DEDICATION**

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the 16 day of August, 2021, by and between the **Leisure Investments of NC, Inc.**, a North Carolina Corporation with an office and place of business in Brunswick County, North Carolina, and **Caswell Dunes, Inc.**, aka **Caswell Dunes Condominium Homeowners Association, Inc.**, a North Carolina NonProfit Corporation with an office and place of business in Brunswick County, North Carolina, party of the first part, hereinafter referred to as "Grantor" and **BRUNSWICK COUNTY**, a governmental entity created and existing under the laws of the State of North Carolina, party of the second part, hereinafter referred to as Grantee;

W I T N E S S E T H:

That whereas Grantor is the owner of a tract or parcel located in Smithville Township, Brunswick County, North Carolina, known as the **OAK ISLAND GOLF CLUB** with a portion of the property located in Map Cabinet 65, Page 86 of the Brunswick County Register of Deeds;

And whereas Grantor has caused to be installed low-pressure sewer line, manhole, and new water main to serve Lots 50, 51, 52, and 53 hereinafter described and referenced;

And whereas Grantor wishes to obtain water and sewer services from Grantee for the property and to make water and sewer services from Grantee system available to individual owners.

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

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

**The water main, sewer main, manhole, and water and sewer services located on or about Lots 50, 51, 52, and 53, and located in Fairway Drive as shown on a plat entitled "Revision of Final Plat of Parcel #250EC00107 and Parcel #251HA024 for Leisure Investments of NC Inc. and Caswell Dunes, Inc", said plat recorded in Map Cabinet 65 at Page 86 of the Brunswick County Registry, North Carolina, and as shown on those as-built record drawings prepared by Proactive Development, PLLC, and dated 07/25/2021, and attached herein as Exhibit A.**

TO HAVE AND TO HOLD said low pressure sewer line, manhole, and new water main and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever.

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



Grantor warrants to Grantee that the system herein conveyed is of good quality and free from faults and defects and conforms to as-built drawings. Grantor 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.

Leisure Investments of North Carolina, Inc.

By: Michael Fralix (SEAL)

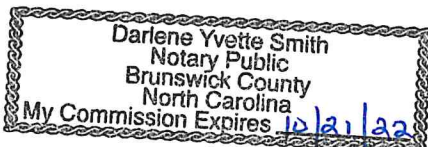
STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

I, Darlene Yvette Smith a Notary Public of the County and State aforesaid, do hereby certify that Michael Fralix personally came before me this day, and (I have personal knowledge of the identity of the principal) OR (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_) OR (a credible witness has sworn to the identity of the principal(s)); and he/she acknowledged that he/she is the President of the Leisure Investments of North Carolina, Inc. and that he/she, as President, being authorized to do so, executed the foregoing on behalf of the Leisure Investments of North Carolina, Inc.

Witness my hand and official seal, this the 16<sup>th</sup> day of August, 2021.

(Notary Seal)

Darlene Yvette Smith  
Signature of Notary Public



Darlene Yvette Smith  
Printed or Typed Name of Notary Public

My Commission Expires: 10/21/22

Caswell Dunes, Inc.

By: Connie Silverstein (SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

I, Gary S. Lawrence a Notary Public of the County and State aforesaid, do hereby certify that Connie Silverstein personally came before me this day, and (I have personal knowledge of the identity of the principal) OR (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Driving License) OR (a credible witness has sworn to the identity of the principal(s)); and he/she acknowledged that he/she is the President of the Caswell Dunes, Inc. and that he/she, as President, being authorized to do so, executed the foregoing on behalf of the Caswell Dunes, Inc.

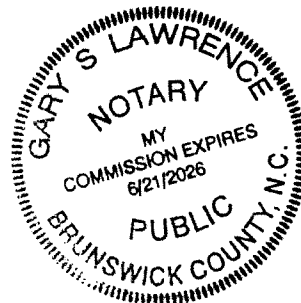
Witness my hand and official seal, this the 16 day of August, 2021.

Gary S. Lawrence  
Signature of Notary Public

(Notary Seal)

Gary S. Lawrence  
Printed or Typed Name of Notary Public

My Commission Expires: 6-21-26



# ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for Leisure Investments of North Carolina, Inc. and Caswell Dunes, Inc. was accepted by the Brunswick County Board of Commissioners on the \_\_\_\_\_ day of August, 2021.

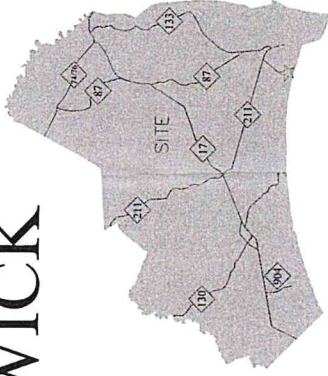
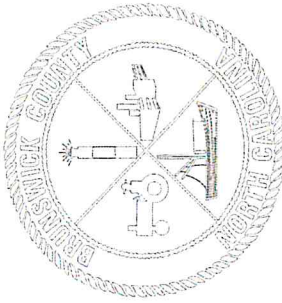
Brunswick County Board of Commissioners

\_\_\_\_\_  
Randy Thompson, Chairman

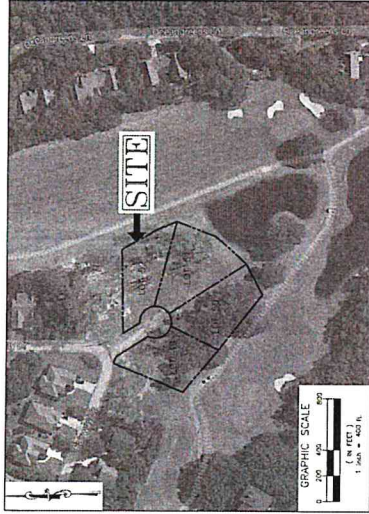
\_\_\_\_\_  
Daralyn Spivey, Clerk to the Board

EXHIBIT A

# COUNTY OF BRUNSWICK



**EXISTING RYDER CUP RESIDENTIAL SUBDIVISION**  
LEISURE INVESTMENTS OF NORTH CAROLINA, INC.  
FAIRWAY DRIVE (CASWELL DUNES SUBDIVISION)  
TOWN OF CASWELL BEACH  
SMITHVILLE TOWNSHIP, BRUNSWICK COUNTY,  
NORTH CAROLINA



AERIAL & LOCATION MAP

SCALE: 1"=400'

**OWNER:**  
LEISURE INVESTMENTS OF NORTH CAROLINA, INC.  
ATTN: STEVE ISLEY  
928 CASWELL BEACH ROAD  
CASWELL BEACH, NC 28465  
PHONE: 252-233-1111  
E-MAIL: sisley@lnc.com

**DESIGNER:**  
ERIC S. TOMCZAK, PE  
PROACTIVE DEVELOPMENT, PLLC  
204 NORTH 6TH STREET  
WILMINGTON, NC 28401  
POST OFFICE BOX 531  
WILMINGTON, NC 28402  
PHONE: 336-799-1111  
E-MAIL: etom@proactiveengr.com

**INDEX OF SHEETS**  
1 : TITLE SHEET  
2 : UTILITY PLAN AND CONSTRUCTION NOTES  
3 : UTILITY PROFILES, CONSTRUCTION NOTES AND DETAILS  
4 : CONSTRUCTION DETAILS  
5 : CONSTRUCTION DETAILS

**SCOPE OF PROJECT**  
THE PROPOSED PROJECT SCOPE IS TO INSTALL SANITARY SEWER AND WATER SERVICES TO FOUR (4) EXISTING SINGLE FAMILY LOTS LOCATED WITHIN THE CASWELL DUNES RESIDENTIAL SUBDIVISION. MORE SPECIFICALLY, LOTS 49, 50, 51 AND 52 IDENTIFIED AS RYDER CUP SUBDIVISION. WATER SERVICE WILL BE THRU A 2" WATER MAIN EXTENSION FROM THE EXISTING 6" MAIN AT THE BEND IN THE ROAD OF FAIRWAY DRIVE WITH FOUR (4) INDIVIDUAL SINGLE FAMILY SERVICE TAPS. THE SANITARY SEWER WILL BE THRU A COMMON 2" LOW PRESSURE FORCE MAIN CONNECTING TO THE EXISTING MANHOLE IN FAIRWAY DRIVE WITH FOUR (4) INDIVIDUAL GRINDER PUMPS CONNECTING TO THE COMMON FORCE MAIN.

**DESIGN ENGINEERING FIRM:**  
**PROACTIVE DEVELOPMENT, PLLC**  
204 NORTH 6TH STREET  
WILMINGTON, NORTH CAROLINA 28401

**PROPOSED SANITARY SEWER AND WATER  
UTILITY SERVICE EXTENSION PLANS  
AS-BUILT RECORD DRAWINGS**

"ENGINEER'S CERTIFICATION OF COMPLIANCE WITH BRUNSWICK COUNTY SPECIFICATIONS AND DETAILS"

I hereby certify that the plans, details, and associated project specifications comply with the latest version, as of this date, of Brunswick County's Standard Specifications and Standard Details per standard engineering practice. Furthermore, I confirm my understanding that reviews and approvals by Brunswick County personnel do not imply that Brunswick County personnel are responsible for the design of the project. I understand that Brunswick County reviews and approvals are for informational purposes only and do not constitute a guarantee of the project's performance. I understand that it is my full responsibility to ensure that plans and specifications are in full compliance with applicable County, State, Federal, and other municipal requirements. Additionally, I understand that the County will not assume operation, maintenance, or ownership of constructed facilities that do not meet County requirements and the County may refuse to issue permits at facilities that the County deems are non-compliant with County Specifications. I also confirm that the project specifications are for the sole use of the County and I certify that I will not use, or direct others to use, County Specifications for State compliance purposes or any other purpose.

NUMBER	DATE	BY	REVISION DESCRIPTION
1	05/05/21	ET	INITIAL PLAN PREPARATION
2	05/11/21	ET	REVISED PLAN TO ADD WATER MAINS
3	05/11/21	ET	REVISED PLAN TO ADD SANITARY SEWER MAINS
4	05/11/21	ET	REVISED PLAN TO ADD GRINDER PUMPS
5	05/11/21	ET	REVISED PLAN TO ADD UTILITY PROFILES
6	05/11/21	ET	REVISED PLAN TO ADD CONSTRUCTION DETAILS
7	05/11/21	ET	REVISED PLAN TO ADD UTILITY PROFILES
8	05/11/21	ET	REVISED PLAN TO ADD CONSTRUCTION DETAILS
9	05/11/21	ET	REVISED PLAN TO ADD UTILITY PROFILES
10	05/11/21	ET	REVISED PLAN TO ADD CONSTRUCTION DETAILS
11	05/11/21	ET	REVISED PLAN TO ADD UTILITY PROFILES
12	05/11/21	ET	REVISED PLAN TO ADD CONSTRUCTION DETAILS
13	05/11/21	ET	REVISED PLAN TO ADD UTILITY PROFILES
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100	05/11/21	ET	REVISED PLAN TO ADD CONSTRUCTION DETAILS

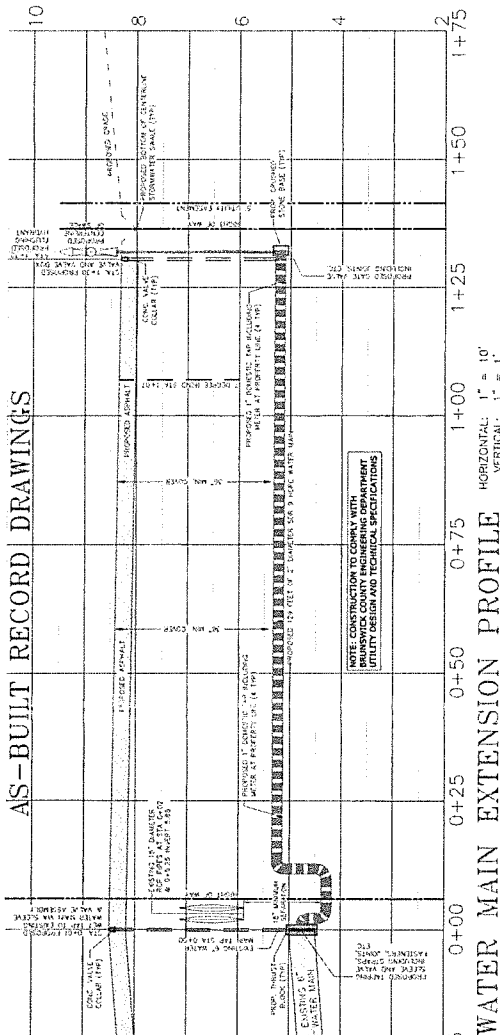
APPROVAL STATUS	DATE	BY	DEPARTMENT
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<input type="checkbox"/> YES	<input type="checkbox"/> 8/01	<input type="checkbox"/> NA	ENGINEERING
<input type="checkbox"/> YES	<input type="checkbox"/> 8/01	<input type="checkbox"/> NA	PUBLIC UTILITIES

DATE: 07-23-2021	SUBMITTAL: AS-BUILT	PROJECT NAME: RYDER CUP RESIDENTIAL SUBDIVISION	OWNER: LEISURE INVESTMENTS OF NORTH CAROLINA, LLC	DESIGNER: PROACTIVE DEVELOPMENT, PLLC
		CIVIL ENGINEER	TECH. INC.	ISS. EST.
		CHECKED	PROJECT NO. PD20169	SHEET NO. 1

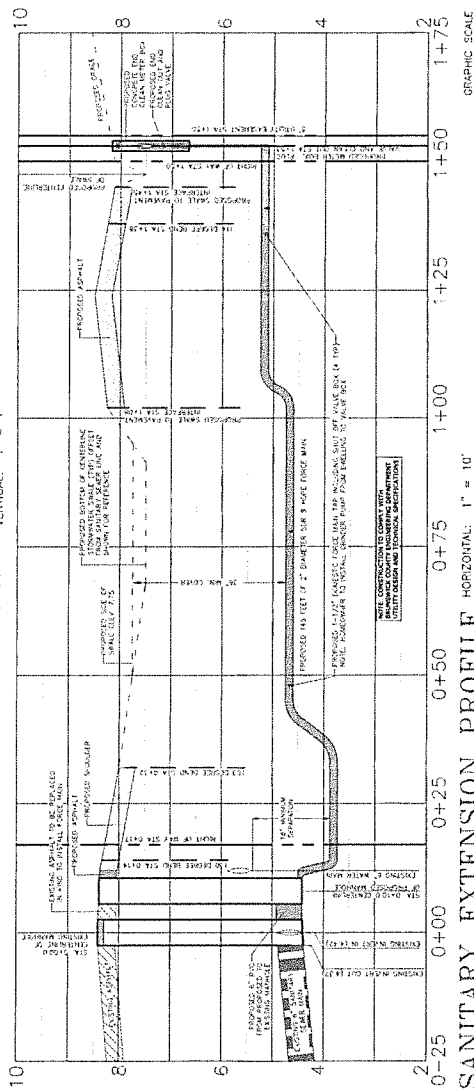
EXHIBIT A  
AS-BUILT



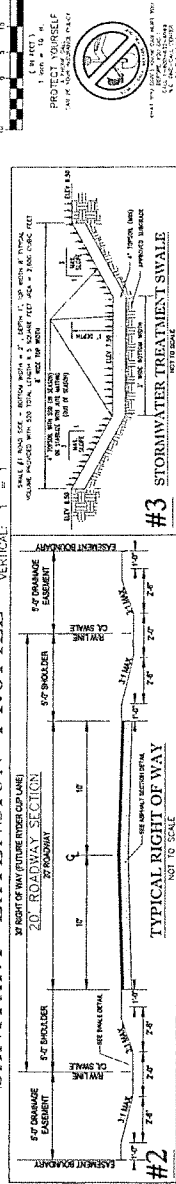


[illegible]

# WATER MAIN EXTENSION PROFILE



### SANITARY EXTENSION PROFILE



#2

SEE USUAL SECTION DETAIL

TYPICAL RIGHT OF WAY

7'-0" 2'-0" 2'-0" 2'-0" 2'-0"

1' DIA. BOTTOM MAIN

APPROVED MARKING

#3

STORMWATER TREATMENT SWALE

SEE USUAL SECTION DETAIL

7'-0" 2'-0" 2'-0" 2'-0" 2'-0"

1' DIA. BOTTOM MAIN

APPROVED MARKING

**#3**

**STORMWATER TREATMENT SWALE**

1' WIDE BOTTOM WIDTH

APPROVED SURFACE

email: [info@stormwater.com](mailto:info@stormwater.com) or call: 800-368-7262  
www.stormwater.com

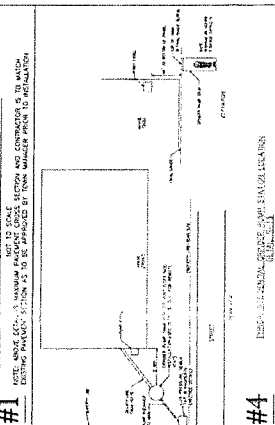
#### UTILITY PLAN NOTES:

- [illegible]

**PIPE INSTALLATION NOTES:**

- [illegible]

1  
CUTBACK  
TYPICAL ROADWAY PAVING DETAIL



**STATE OF NORTH CAROLINA**

**COUNTY OF BRUNSWICK**

**AFFIDAVIT**

**LEISURE INVESTMENTS OF NC, INC.**, a North Carolina Corporation, with an office and place of business in Brunswick County, North Carolina, and **CASWELL DUNES, INC., AKA CASWELL DUNES CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.**, a North Carolina NonProfit Corporation created and existing under the laws of the State of North Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Smithville Township, Brunswick County, North Carolina, known as the **OAK ISLAND GOLF CLUB**, as more particularly described in a Deed of Dedication in favor of Brunswick County of even date herewith.
2. That it has caused to be installed low-pressure sewer line, manhole, and new water main to serve Lots 50, 51, 52, and 53 hereinafter described and referenced:

**BEING ALL of Lots 50, 51, 52, and 53, as shown on a plat entitled “Revision of Final Plat of Parcel #250EC00107 and Parcel #251HA024 for Leisure Investments of NC, Inc. and Caswell Dunes, Inc.”, and recorded in Map Cabinet 65 at Page 86 of the Brunswick County Registry, North Carolina.**

3. All the work which has been performed in the construction and installation of said water distribution 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 jeopardize the title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water and sewer lines installed therein which would in any way jeopardize title to the subdivision or the water and sewer distribution lines located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer(s), this 16 day of August, 2021.



Leisure Investments of North Carolina, Inc.

By: Michael Fralix (SEAL)

STATE OF NORTH CAROLINA

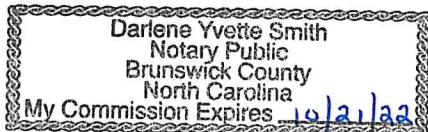
COUNTY OF BRUNSWICK

Signed and sworn to (or affirmed) before me this day by Michael Fralix.  
Name of Principal

Date: 8/16/21

Darlene Yvette Smith  
Signature of Notary Public

(NOTARY SEAL)



Darlene Yvette Smith  
Printed or Typed Name of Notary Public

My Commission Expires: 10/21/22

Caswell Dunes, Inc.

By: Connie Silverstein (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

Signed and sworn to (or affirmed) before me this day by Connie Silverstein.  
Name of Principal

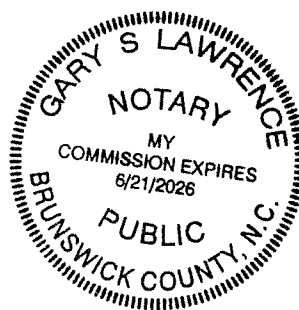
Date: Aug. 16, 2021

Gary S. Lawrence  
Signature of Notary Public

(NOTARY SEAL)

Gary S. Lawrence  
Printed or Typed Name of Notary Public

My Commission Expires: 6-21-26





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

**Action Item # V. - 3.**

**From:** County Attorney - Release of Easement  
Bryan W. Batton, Asst. County Attorney

**Issue/Action Requested:**

That the Board of Commissioners mutually release easements encumbering the Western property line of the county complex

**Background/Purpose of Request:**

On March 14, 1986, Brunswick County entered into the attached Agreement and Grant of Easement with the neighboring property owners on the Western property line of the complex. The agreement states that in the event a road is constructed within the easement, all parties would share the cost of the construction.

The current property owners intend to develop the property and have no desire for a roadway in the easement area.

**Fiscal Impact:**

Not Applicable

**Approved By County Attorney:**

Yes

**County Attorney's Recommendation:**

That the Board of Commissioners mutually release easements encumbering the Western property line of the county complex

**County Manager's Recommendation:**

Recommend the Board of Commissioners mutually release easements encumbering the Western property line of the county complex.

**ATTACHMENTS:**

Description

- ☐ Original Easement
- ☐ Easement Image
- ☐ Release of Easement

BOOK 0602 0163

RECORDED  
FOR 602 0163

MAR 17 1985

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

AGREEMENT AND GRANT  
OF EASEMENT  
BRUNSWICK COUNTY, N.C.

THIS INSTRUMENT, made and entered into as of the  
14<sup>th</sup> day of MARCH, 198<sup>5</sup> by and between LILLER C. HANKINS,  
widow, GWENDOLYN H. FORD and husband, DAVID FORD, JACQUELINE  
A. HANKINS, single, CARL F. HANKINS, single, ORLANDO E.  
HANKINS, single, and CORBETT L. HANKINS, JR. and wife, LENDA  
B. HANKINS, parties of the first part, hereinafter called  
"Hankins," and BRUNSWICK COUNTY, a political subdivision of  
the State of North Carolina, with its County Seat located in  
Bolivia, North Carolina, party of the second part, hereinaf-  
ter called "Brunswick County";

W I T N E S S E T H:

STATEMENT OF PURPOSE

1. The parties hereto own adjoining land in Brunswick County adjacent to the Brunswick County Courthouse and governmental complex (herein "Complex") located in Bolivia, North Carolina.
2. Brunswick County acquired title to its property by deeds recorded in Book 343 at Page 477 and Book 343 at Page 474 of the Brunswick County Registry.
3. Hankins are the owners of a tract of land abutting the Brunswick County complex, being acquired by them as heirs at law of Corbett L. Hankins, Sr., deceased,

0602 0164

who died the owner of that property described in Book 80 at Page 184 of the Brunswick County Registry.

4. Hankins are also the owners of a certain perpetual right-of-way and easement described in Book 456 at Page 260 in the Brunswick County Registry running across the property described in Book 22 at Page 583 of the Brunswick County Registry and adjacent to the Brunswick County Complex between the lands of Hankins and the right-of-way of U. S. Highway #17.

5. The parties hereto have agreed upon a mutual, non-exclusive grant of easement and right-of-way upon the property described hereinafter for the construction of a road to be used by the parties, their heirs, successors, assigns, invitees, employees and agents, except for the general public. Should either party desire to dedicate this road to the public, then the other party must join in such dedication.

6. This document is to evidence the agreement of the parties with respect to the terms and conditions of the easement and its use.

NOW, THEREFORE, the parties hereto, for and in consideration of the premises and the further sum of ONE DOLLAR (\$1.00) in hand paid by each party to the other, the receipt of which is hereby acknowledged, have agreed to grant to each other, their heirs, successors and assigns, forever, a perpetual utility drainage and access easement

0602 0165

and right-of-way (hereinafter called "easement"), upon the terms and conditions hereinafter provided over and across the property described more particularly in an attachment hereto designated as Exhibit "A" and incorporated herein by reference.

This easement is conveyed subject to the following terms and conditions:

1. Each party, their heirs, successors, assigns, invitees, guests and employees, but not the general public, shall have the right of ingress and egress over this easement to the property described above and belonging to the respective parties. Should either party desire to dedicate this road to the public, then the other party must join in such dedication.

2. This easement shall also be a general utility easement for the purpose of installing water and sewer lines, electrical lines, drainage pipes, culverts and such other facilities as necessary to serve that property owned by Hankins and Brunswick County, as above referenced.

3. The parties hereto, their heirs, successors, and assigns, shall not plant or cause to be grown trees or bushes of any kind within the easement area without the express written consent of the other party, their heirs, successors and assigns. Each party for themselves and their heirs, successors and assigns, agrees not to block, obstruct

0602 0166

or fence in the easement area, without the express written consent of the other party, their heirs, successors and assigns.

4. Either party shall have the right to remove any obstruction within the easement area created by nature or man which hinders or otherwise obstructs each party's use of the easement as herein granted and set forth. The parties hereto, their heirs, successors and assigns, shall have the right to grant, encumber or otherwise dispose of without limitation the rights acquired by each party or parties in this easement by this instrument.

5. Should either party contemplate the construction of a road with this easement, the cost of construction of same shall be borne one-half by Hankins and one-half by Brunswick County. At least (six) 6 months before a party hereto desires to construct a road within the easement, that party shall notify the other party in writing setting forth the proposed type of road to be constructed and estimated cost. Upon receipt of such notice, the parties shall meet within thirty (30) days to agree upon plans, cost and schedule of construction for the road. Such plans must be agreed upon within ninety (90) days of the date of receipt of the original Notice of Intent to Construct.

6. Said road shall be constructed as close as possible to the eastern line of the easement area. Any

JH

0602 0167

roads built shall not be required to be paved unless each party agrees; however, should the road be paved, then same shall be in accord with the minimum standards for state roads as issued and published by the Department of Transportation of North Carolina. Once constructed, Hankins and Brunswick County shall bear all cost of maintenance on an equal fifty-fifty (50/50) basis.

7. In the event of a dispute of any matter hereunder, then the parties shall submit the dispute to arbitration to be governed in accordance with the provisions of North Carolina law applicable to arbitration. Each party shall select an arbitrator and those arbitrators shall select another third arbitrator with the decision of the majority being binding upon the parties. Each party agrees to bear one-half (1/2) of the cost of the arbitration process and their own respective attorney's fees. Upon either agreement or a resolved arbitration of any dispute with respect to this Contract, both parties shall pay their respective costs within ten (10) days of demand by the other.

TO HAVE AND TO HOLD the above granted and described easement, together with all rights, privileges and appurtenances thereunto belonging, and subject to the terms and conditions herein set forth, unto the said parties, their heirs, successors and assigns, in fee simple, forever.



BOOK 34 E  
0602 0168

IN TESTIMONY WHEREOF, the individual parties to this instrument have hereunto set forth their hands and affixed as each one's seal, the typewritten word "SEAL," appearing beside each one's name and the Corporate entity, Brunswick County, has caused this instrument to be executed in its name, by its proper officials and its common seal affixed all as of the day and year first above written.

Liller C. Hankins (SEAL)  
LILLER C. HANKINS

Gwendolyn H. Ford (SEAL)  
GWENDOLYN H. FORD

David J. Ford (SEAL)  
DAVID FORD

Jacqueline A. Hankins (SEAL)  
JACQUELINE A. HANKINS

Carl F. Hankins (SEAL)  
CARL F. HANKINS

Orlando E. Hankins (SEAL)  
ORLANDO E. HANKINS

Corbett L. Hankins, Jr. (SEAL)  
CORBETT L. HANKINS, JR.

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

0602 0169

Linda B. Hankins (SEAL)  
LEDA B. HANKINS

BRUNSWICK COUNTY, a Political  
Subdivision of the State of  
North Carolina

By: Pearly Vernon



Regina E. White

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
0602 0170

STATE OF NORTH CAROLINA

COUNTY OF Onslow

I, Danny B. Juler, Notary Public in and for the State aforesaid and the County of Onslow, do hereby certify that MILLER C. HANKINS, widow, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial stamp or seal this the 24 day of January, 1985.

Danny B. Juler  
Notary Public



My Commission Expires: 1978

MICHIGAN  
~~STATE OF NORTH CAROLINA~~

COUNTY OF MACOMB

I, MARION S. LYON, Notary Public in and for the State aforesaid and County of MACOMB, do hereby certify that GWENDOLYN H. FORD and husband, DAVID FORD, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial stamp or seal this the 1st day of FEBRUARY, 1985.

Marion S. Lyon  
Notary Public

My Commission Expires: 1984

Marion S. Lyon  
Notary Public, Macomb County, Michigan  
My Commission Expires December 16, 1984



BOOK PAGE

9602 0171

FEDERAL REPUBLIC OF GERMANY  
LAND BAVARIA  
CITY OF MUNICH  
CONSUL GENERAL OF THE  
UNITED STATES OF AMERICA

~~STATE OF NORTH CAROLINA~~

~~NOTARY PUBLIC~~

I, Darcy Hofmann  
Joseph O. Streicher, ~~Notary Public in~~  
~~and for the State of North Carolina~~  
do hereby certify that JACQUELINE A. HANKINS, single,  
personally appeared before me this day and acknowledged the  
due execution of the foregoing instrument for the purposes  
therein expressed.

WITNESS my hand and notarial stamp or seal this the  
25th day of February, 1985.

Darcy HOFMANN  
Vice Consul of the  
United States of America

~~Joseph O. Streicher~~  
~~Consul of the United States of America~~

Service No. \_\_\_\_\_  
Tariff Item No. 46 \_\_\_\_\_  
Fee Paid: U.S. \$ 4.00  
Local CY. equiv. DML3, 60

This document consists of  
6 pages, each initialed  
by the affiant/grantor.

STATE OF NORTH CAROLINA

COUNTY OF Onslow

I, Dean B. Toler, Notary Public in  
and for the State aforesaid and County of Onslow,  
do hereby certify that CARL F. HANKINS, single, personally  
appeared before me this day and acknowledged the due exe-  
cution of the foregoing instrument for the purposes therein  
expressed.

WITNESS my hand and notarial stamp or seal this the  
24 day of January, 1986.

Dean B. Toler  
Notary Public

My Commission Expires:

13, 1988

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, MAXTON RADFORD, Notary Public in and for the State aforesaid and County of NEW HAMPSHIRE, do hereby certify that CORBETT I. HANKINS, JR. and wife, LENDA B. HANKINS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial stamp or seal this the 14<sup>th</sup> day of MARCH, 1984.



My Commission Expires:

30, 1988

STATE OF NORTH CAROLINA

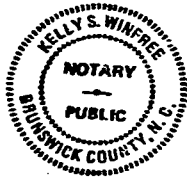
COUNTY OF BRUNSWICK

This 7<sup>th</sup> day of August, 1984, personally came before me, Kelly S. Winfree, Notary Public of said County and state, Regina E. White, who being by me duly sworn, says that he/she knows the common seal of said County of Brunswick, and is acquainted with Pearly Vercen, who is Chairman of the Board of Commissioners of said county; and that he/she, the said Regina E. White is the duly appointed or designated clerk to the Board of Commissioners of said county, and saw the said chairman sign the foregoing instrument, and that he/she the said clerk as aforesaid, affixed the said seal to said instrument, and that he/she the said Regina E. White signed his/her name in attestation of the execution of said instrument in the presence of said Chairman of the Board of Commissioners of said county.

Kelly S. Winfree  
Notary Public

My Commission Expires:

January 15, 1989  
KE9/KASZ



5329

0602 0173

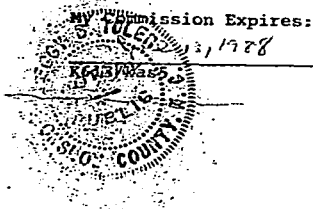
STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Danny B. Jelen, a Notary Public  
in and for the aforesaid State and County of Onslow,  
do hereby certify that ORLANDO E. HANKINS, personally  
appeared before me this day and acknowledged the due  
execution of the foregoing.

Witness my hand and notarial seal or stamp, this  
the 24 day of January, 1985.

Danny B. Jelen  
Notary Public



STATE OF NORTH CAROLINA, Brunswick County

The Foregoing Certificate(s) of PEGGY B. TOLER, MARTHA S. LYON, MAXTON RADFORD,  
& KELLY S. WINFREE, NOTARIES PUBLIC & DARCY HOFMANN, VICE CONSUL OF THE USA  
FEDERAL REPUBLIC OF GERMANY LAND VAVARIA CITY OF MUNICH (S) are certified to be correct.  
Recorded this 16th day of APRIL 19 85 at 12:30 o'clock P. M.

Robert J. Robinson, Register of Deeds

Robert J. Robinson emp

Exhibit "R"

BOOK

0602 0174

Easement: Tract #1

BEGINNING at a concrete monument in the northern line of U. S. Highway 17, (50 feet from center line) said monument being the southeast corner of the Brunswick County Complex tract. (Book 343, Page 477), and runs thence North 49 degrees, 11 minutes, 52 seconds West, 356.18 feet to a concrete monument beside an old lightwood stake; thence, South 76 degrees, 55 minutes, 28 seconds West, 80.48 feet to a concrete monument; thence, South 48 degrees, 51 minutes, 32 seconds East, 380.89 feet to a concrete monument in the northern line of said U. S. Highway 17; thence, North 59 degrees, 28 minutes, 46 seconds East, 71.0 feet to the point of beginning.

Tract #2

BEGINNING at a concrete monument beside an old lightwood stake, said monument being located North 49 degrees, 11 minutes, 52 seconds West, 356.18 feet from a concrete monument in the Northern line of U. S. Highway #17, marking the Southeast corner of the Brunswick County Complex (Book 343, Page 477); thence, from the point of beginning, North 52 degrees, 47 minutes, 50 seconds West, 890.0 feet to a concrete monument; thence, South 76 degrees, 55 minutes, 30 seconds West, 78.0 feet to a point; thence, South 52 degrees, 47 minutes, 50 seconds East, 890.0 feet to a point; thence, North 76 degrees, 55 minutes, 28 seconds East, 78.0 feet to the point of beginning.  
(NHS Reference No. R42)





Prepared by Bryan W. Batton, P. O. Box 249, Bolivia, NC 28422

**NORTH CAROLINA  
BRUNSWICK COUNTY**

**RELEASE OF EASEMENT**

**THIS DEED**, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **SAWYER RIVER FARMS, LLC** of Brunswick County, North Carolina, and **HAROLD DAVE TRIPP**, parties of the first part; and **BRUNSWICK COUNTY**, a North Carolina body politic and political subdivision of the State of North Carolina, whose mailing address is P.O. Box 249, Bolivia, North Carolina 28422 a political subdivision of the State of North Carolina, party of the second part.

**WITNESSETH:**

**WHEREAS**, said prior property owners executed an Agreement and Grant of Easement on March 14, 1986, recorded in the Brunswick County Registry at Book 602, Page 163, wherein the parties agreed upon a mutual, non-exclusive grant of easement and right-of-way upon property more particularly described within Exhibit A of said document; and,

**WHEREAS**, said parties of the first part desire to develop and subdivide property within said easement area which burdens its parcel; and,

**WHEREAS**, neither party desires to have its own property encumbered or burdened by said Agreement and Grant of Easement and each party desires to release the other from said Agreement and Grant of Easement.

**NOW THEREFORE**, the parties of the first part and the party of the second part, for and in consideration of the mutual release, does hereby remise and release unto each other the easements and obligations found in the Agreement and Grant of Easement such that neither parcel of property of the parties is burdened or bound by the easements and obligations contained therein.

**IN TESTIMONY WHEREOF**, the individual parties to this instrument of have hereunto set their hands and seals the day and year first above written.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_(SEAL)  
Sawyer River Farms, LLC

\_\_\_\_\_(SEAL)  
Harold Dave Tripp

\_\_\_\_\_(SEAL)  
Randy Thompson, Chairman  
Brunswick County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Daralyn Spivey  
Clerk to the Board

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the state and county aforesaid, hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ (Title) of Sawyer River Farms, LLC and that he/she, as \_\_\_\_\_, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal this the \_\_\_\_ day of \_\_\_\_\_, 2021.

My commission expires: \_\_\_\_\_ Notary Public \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that Harold Dave Tripp personally came before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2021.

Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2021.

My commission expires: \_\_\_\_\_ Notary Public \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, \_\_\_\_\_, a Notary Public in and for said the County and State aforesaid, do hereby certify that Daralyn Spivey personally came before me this day and acknowledged that she is the Clerk to the Board of the Brunswick County Board of Commissioners, a body politic, and that by authority duly given and as the act of the body politic the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal, and attested by herself as its Clerk to the Board.

Witness my hand and official stamp or seal this the \_\_\_\_ day of \_\_\_\_\_, 2021.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

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

**From:**  
Asst. County Attorney--Bryan Batton

County Attorney - Sachi Subdivision, Ph 1, Lots 1-14, 38-49, and 62-65 DOD

**Issue/Action Requested:**

Consider accepting the Deed of Dedication for water and sewer infrastructure in Sachi Subdivision, Phase 1, Lots 1-14, 38-49, and 62-65.

**Background/Purpose of Request:**

Sachi Development Corp, has submitted a Deed of Dedication for water and sewer infrastructure in Sachi Subdivision, Phase 1, Lots 1-14, 38-49, and 62-65. 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

\$ 100,000.00 for water

\$ 70,000.00 for sewer

**Approved By County Attorney:**

Yes

**County Attorney's Recommendation:**

Accept the Deed of Dedication for water and sewer infrastructure from Sachi Development Corp.

**County Manager's Recommendation:**

Recommend accepting the Deed of Dedication for water and sewer infrastructure in Sachi Subdivision, Phase 1, Lots 1-14, 38-49, and 62-65.

**ATTACHMENTS:**

Description

- Sachi Subdivision, Ph 1, Lots 1-14, 38-49, and 62-65

Prepared by: Sachi Development Corp  
DAN HILL

### DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the                      day of

August , 2021 by and between **Sachi Development Corp**, a North Carolina Corporation,

with an office and place of business in New Hanover County, North Carolina, party of the first part, hereinafter referred to as "Developer", and **BRUNSWICK COUNTY**, a governmental entity created and existing under the laws of the State of North Carolina, party of the second part, hereinafter referred to as Grantee;

### WITNESS ETH:

—That-whereas Developer is the owner and developer of a tract or parcel locate in  
Township, Brunswick County, North Carolina, known as **Sachi Phase 1**

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

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

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

and sewer distribution system to Grantee through an instrument of dedication acceptable to Grantee;

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

Approximately 1,600 LF of 8-in and 6-in watermain and approximately 1,325 LF of 3-in and 2-in low pressure sewer main and all appurtenances along Abbingtion Oaks Lane as shown on the as-built drawing prepared by Norris & Tunstall Engineering dated June 28, 2021 and attached herein as Exhibit A.

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

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

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

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

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

Sachi Development Corp



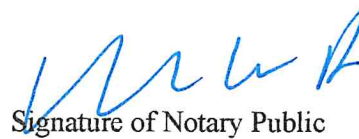
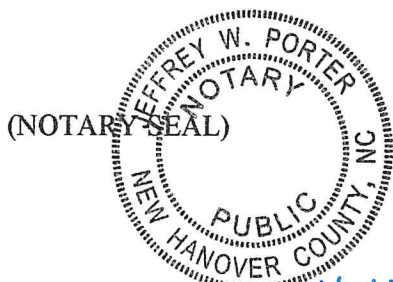
Daniel Hilla Vice President

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, do hereby certify that DANIEL HILLA personally came before me this day, and (I have personal knowledge of the identity of the principal) OR (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_ and he acknowledged that he is Vice President of Sachi Development Corp a North Carolina Corporation and that he, as Vice President being authorized to do so, executed the foregoing on behalf of the Corporation.

Witness my hand and official seal, this the 19 day August of \_\_\_\_\_ 2021



Signature of Notary Public



Printed or Typed Name of Notary Public

My Commission Expires: 11-11-2023

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for **Sachi Development Corp** was accepted by the Brunswick County Board of Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 2021

Brunswick County Board of Commissioners

\_\_\_\_\_  
Randy Thompson, Chairman

\_\_\_\_\_  
Daralyn Spivey  
Clerk to the Board





Prepared by: Sachi Development Corp  
Dan Hilla

## AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

Sachi Development Corp, a North Carolina Corporation, with an office and place of business in New Hanover County, North Carolina, hereinafter referred to as an Affiant, being first duly sworn, hereby disposes and says under oath as follows:

1. That it is the owner of certain property located in \_\_\_\_\_ Township, Brunswick County, North Carolina, as more particularly described in a Deed of Dedication in favor of Brunswick County of even date herewith.
2. That it has caused to be installed water distribution and sewer collection lines under and along the road rights-of-way of property hereinafter described and referenced:

Approximately 1,600 LF of 8-in and 6-in watermain and approximately 1,325 LF of 3-in and 2-in low pressure sewer main and all appurtenances along Abbington Oaks Lane as shown on the as-built drawing prepared by Norris & Tunstall Engineering dated June 28, 2021 and attached herein as Exhibit A.

3. All the work which has been performed in the construction and installation of said water distribution and sewer collection 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 Property which would in any way jeopardize title of Affiant to the Property on said parcel nor are there any legal actions pending against Affiant or any contractor arising out of any work performed on said parcel or the water distribution and sewer collection lines installed therein

which would in any way jeopardize title to said parcel or the water distribution and sewer collection lines located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer, this 20<sup>th</sup> day of August, 2021.

**AFFIDAVIT**

**SIGNATURE PAGE**

Sachi Development Corp

By: 

Name: Daniel Hilla


Title: Vice President

STATE OF NORTH CAROLINA  
COUNTY OF New Hanover

Signed and sworn (or affirmed) before me this day by Daniel Hilla.

Date: August 20, 2021

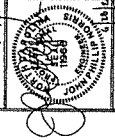
(Affix Official Seal Below)

  
Official Signature of Notary Public

Print Name: Loren P Pessolano

My commission expires: 6/9/2024

C4



**NORRIS & TUNSTALL**  
CONSULTING ENGINEERS P.C.

OWNER:  
DEPT. 211, LLC  
408 BARNES BLVD.  
SOUTHPORT, NC 28461  
910-209-5051

SACHI SUBDIVISION

BRUNSWICK COUNTY, NORTH CAROLINA

UTILITY - PHASE 1 AS-BUILT

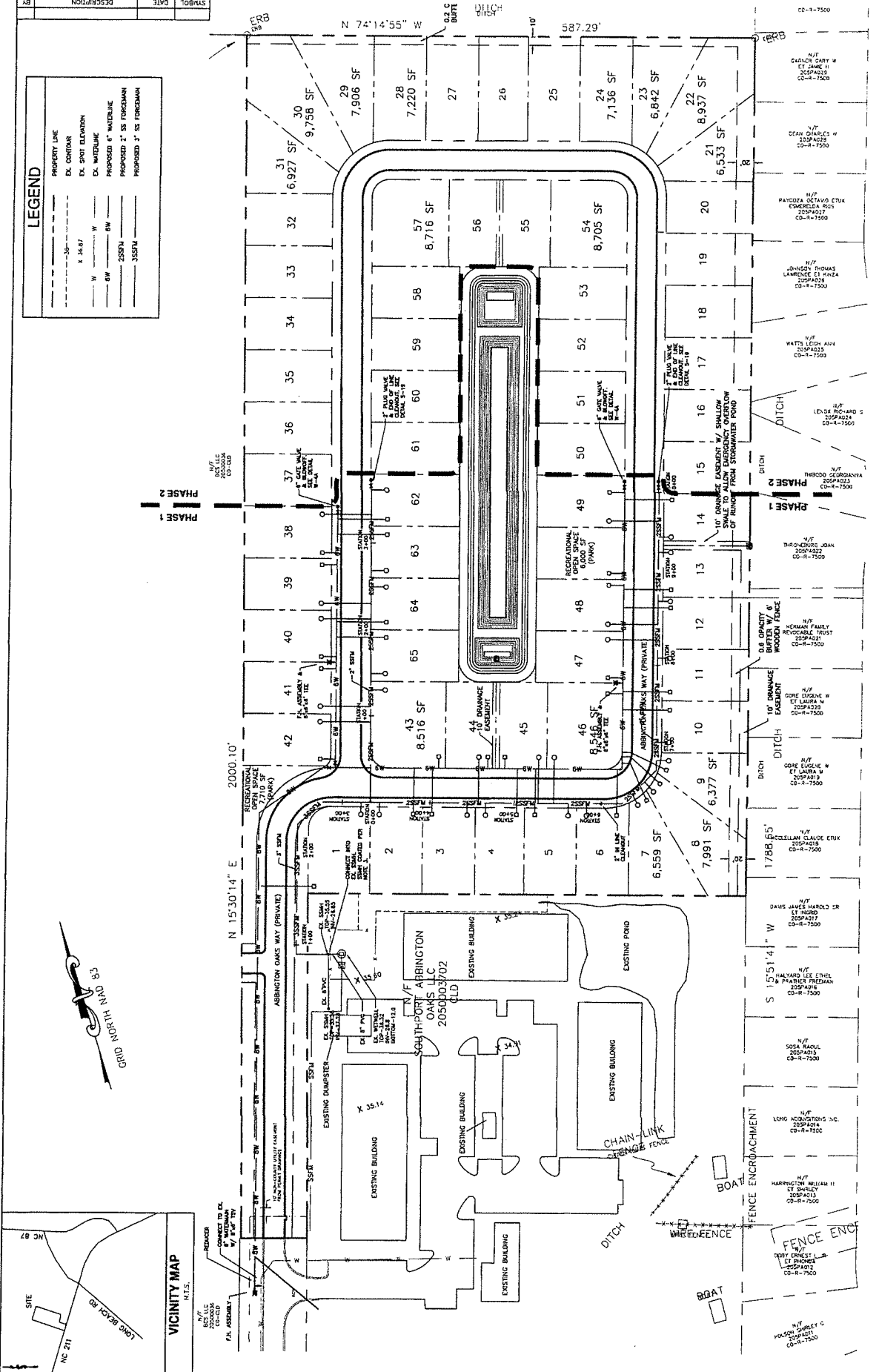
© 2018 NORRIS & TUNSTALL

SYMBOL	DATE	REVISIONS
BR		DESCRIPTION

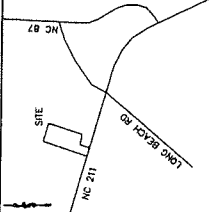
LEGEND	
PROPERTY LINE	---
EX. CONTOUR	---
EX. SPOT ELEVATION	X 36.67
EX. WATERLINE	---
PROPOSED 4" WATERLINE	---
PROPOSED 2" GAS PIPING	---
PROPOSED 3" GAS PIPING	---

SCALE: 1" = 50'

AS-BUILT DRAWING DATE: 06/25/21  
THIS AS-BUILT DRAWING HAS BEEN PREPARED BY THE ENGINEER BASED ON THE INFORMATION PROVIDED BY THE OWNER AND FIELD SURVEY. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS AND HAS INCORPORATED ANY DISCREPANCIES WHICH HAVE BEEN IDENTIFIED INTO THIS DOCUMENT AS A RESULT.



**VICINITY MAP**  
H.T.S.





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

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

**From:** Emergency Services - Stryker LUCAS 3 Purchase  
Emergency Services - Lyle Johnston

**Issue/Action Requested:**

Emergency Services is requesting the approval to purchase 10 additional LUCAS 3 compression devices, so that we can have these devices on all frontline ambulances and QRV's.

**Background/Purpose of Request:**

The LUCAS 3 devices are included in the current budget but need Board of Commissioners approval due to purchasing policy. The LUCAS 3 devices are used to provide consistent and quality chest compressions during a cardiac arrest. They provide constant compressions without change in quality from a human becoming tired or changes due to humans with different abilities switching off during the call.

**Fiscal Impact:**

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

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the approval to purchase 10 additional LUCAS 3 compression devices, so that we can have these devices on all frontline ambulances and QRV's.

**ATTACHMENTS:**

Description

- ☐ Goods and Services Agreement with Quote

**NORTH CAROLINA**

**GOODS AND SERVICES AGREEMENT**

**BRUNSWICK COUNTY**

**THIS GOODS AND SERVICES AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County”), party of the first part and Stryker Sales Corporation, (hereinafter referred to as “Provider”), party of the second part.

**WITNESSETH:**

**1. GOODS AND SERVICES; FEES**

The goods to be purchased and the services to be performed under this Agreement and the agreed upon fees for same are set forth on the Quote attached hereto as Exhibit “A” and incorporated herein by reference.

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

**2. TERM OF AGREEMENT AND TERMINATION**

The term of this Agreement begins on 09/07/2021 (the “Effective Date”) and continues in effect until 06/30/2022, 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 costs as specified in Exhibit "A" or as set out above for the goods and services hereunder. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all product delivered or work performed under the terms of this Agreement. County shall have fifteen (15) days to review invoices and 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 work 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 work 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 work under this Agreement;
- f. Provider will provide all goods and perform all work in conformity with the specifications and requirements of this Agreement;
- g. The goods and services provided by Provider under this Agreement will not violate, infringe or misappropriate any U.S. 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 work hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;
- i. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- j. 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. WARRANTIES**

Without limiting Provider's obligation to provide warranty or maintenance services, and in addition to any other warranties available, Provider hereby assigns to County all of Provider's warranties covering any third-party goods purchased under this Agreement. Provider will provide copies of all said warranties to County upon delivery of the goods.

## **8. 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.

## **9. NON-ENDORSEMENT AND PUBLICITY**

County is not endorsing Provider or the goods or services covered under this Agreement, 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.

## **10. NON-EXCLUSIVITY**

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

## **11. 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.

## **12. DEBARMENT**

Provider hereby certifies that neither it nor its principals participating in this Agreement 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.

## **13. INDEMNIFICATION**

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

## **14. INSURANCE**

Provider shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and



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

## 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, with or without terminating this Agreement and in addition to, and without limiting, any other remedies County may have, employ such means as it may deem advisable and appropriate to perform itself or obtain the goods and/or services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement.
- b. **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.
- c. **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 its obligations hereunder. 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 fulfilling its obligations 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 this Agreement, 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: Stryker Sales Corporation  
3800 E. Centre Ave  
Portage, MI 49002  
Attn: Kim Plested, Contracts Administrator

With a copy to: The Corporation Service Company  
Registered Agent  
40600 Ann Arbor Road East, Suite 201  
Plymouth, MI 48170

**32. SIGNATURES**

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

ATTEST:

**BRUNSWICK COUNTY**\_\_\_\_\_  
Clerk to the BoardBy: \_\_\_\_\_  
Randell Thompson, Chairman  
Board of Commissioners

[SEAL]

**STRYKER SALES CORPORATION**By: Kimberly Plested

Printed Name: Kimberly Plested

Title: Contracts Administrator

Date: 8/31/2021

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

Julie A. Miller  
Julie A. Miller, Director of Fiscal Operations  
Brunswick County, North Carolina

**APPROVED AS TO FORM**

Bryan W. Batton  
Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Assistant County Attorney



## EXHIBIT "A" QUOTE

### Johnston - LUCAS3 x 10

Quote Number: 10393397

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: BRUNSWICK COUNTY EMS

Rep: Patrick Vereb

Attn:

Email: pat.vereb@stryker.com

Phone Number:

Mobile: (412) 651-5210

GPO Contract: SAVVIK - Member Agency: 14146

Quote Date: 07/13/2021

Expiration Date: 10/11/2021

#### Delivery Address

Name: BRUNSWICK COUNTY EMS

Account #: 1095894

Address: 3325 OLD OCEAN HWAY

BOLIVIA

North Carolina 28422

#### End User - Shipping - Billing

Name: BRUNSWICK COUNTY EMS

Account #: 1095894

Address: 3325 OLD OCEAN HWAY JOEY

BOLIVIA

North Carolina 28422

#### Bill To Account

Name: BRUNSWICK COUNTY EMS

Account #: 1073550

Address: PO BOX 249

BOLIVIA

North Carolina 28422-0249

#### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	10	\$13,113.90	\$131,139.00
2.0	11576-000071	LUCAS External Power Supply	10	\$316.71	\$3,167.10
3.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	10	\$605.20	\$6,052.00
5.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	8	\$423.30	\$3,386.40
Equipment Total:					\$143,744.50

#### ProCare Products:

#	Product	Description	Qty	Sell Price	Total
4.1	78000017	ProCare LUCAS Preventive Maintenance: Annual onsite preventive maintenance inspection for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	10	\$306.00	\$3,060.00
ProCare Total:					\$3,060.00

#### Price Totals:

Grand Total: \$146,804.50



## Johnston - LUCAS3 x 10

Quote Number: 10393397

Version: 1

Prepared For: BRUNSWICK COUNTY EMS

Attn:

Quote Date: 07/13/2021

Expiration Date: 10/11/2021

Remit to:

**Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Patrick Vereb

Email:

pat.vereb@stryker.com

Phone Number:

Mobile:

(412) 651-5210

Prices: In effect for 60 days.

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

\*SEE ATTACHED GOODS AND SERVICES AGREEMENT EXECUTED BY THE PARTIES

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AUTHORIZED CUSTOMER SIGNATURE



**Capital Terms and Conditions:**

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

**From:**  
Julie A. Miller

**Action Item # V. - 6.**  
Finance - Fiscal Items

**Issue/Action Requested:**

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

**-Parks and Recreation Insurance Proceeds Budget Amendment**

Appropriate fund balance for rollover of insurance proceeds received in FY21 for repair of Kayak Launch Rails at Brunswick Nature park in FY22 budget.

**-Airport Grant 36244.58.13.1 Additional Funds Budget Amendment and CPO**

Appropriate \$278,872 of additional state grant funds and \$30,986 of local match for grant modification to grant 36244.58.13.1 as approved by NCDOT-Division of Aviation.

**Background/Purpose of Request:**

**Fiscal Impact:**

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

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

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

**ATTACHMENTS:**

Description

- ❑ 20210907 Budget Amendment Insurance Proceeds Kayak Launch Repair.pdf
- ❑ 20210907 Budget Amendment 36244.58.13.1 Additional Funding.pdf
- ❑ 20210907 CPO Airport Grants.pdf

Request Info	
Type	Budget Amendment
Description	Kayak Launch Repair
Justification	Board Meeting 09/07/2021-Appropriate fund balance for rollover of insurance proceeds received in FY21 for repair of Kayak Launch Rails at Brunswick Nature park in FY22 budget.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	1320	Increase	Credit
106132	435102	Parks	Repair and Maint - Grounds	1320	Increase	Debit

Total	
Grand Total:	2640

Request Info	
Type	Budget Amendment
Description	36244.58.13.1 additional funds
Justification	Board Meeting 09/07/2021-Appropriate \$278,872 of additional state grant funds and \$30,986 of local match for grant modification to grant 36244.58.13.1 as approved by NCDOT-Division of Aviation.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438157	332123	Airport Grants	State Rev?36244.58.13.1	278872	Increase	Credit
438157	398110	Airport Grants	Trans Frm General Fund	30986	Increase	Credit
438157	449846	Airport Grants	36244.58.13.1 West Apron Expan	309858	Increase	Debit
439801	464299	Interfund Trans Co Cap Reserve	Undesignated Funds	-30986	Decrease	Credit
439801	398110	Interfund Trans Co Cap Reserve	Trans Frm General Fund	-30986	Decrease	Debit

Total	
Grand Total:	557744

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

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

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

**Airport Grant Project Fund:**

**Revenues:**

36237.45.13.2	3,031,885
36237.45.14.1	449,252
36237.45.15.2	899,841
36237.45.16.1	21,508
36244.58.4.1	62,000
36237.45.10.2	513,265
36237.45.10.3	409,235
36237.45.10.1	150,000
36244.58.5.1	2,853,811
36237.45.11.1	288,401
36244.58.6.1	2,814,516
36237.45.10.4	172,359
36237.45.13.1	229,592
36244.58.7.1	85,000
36237.45.15.1	201,656
46333.1.1	111,000
46333.2.1	251,281
36244.58.8.3	448,107
36244.58.10.1	1,276,182
36244.58.10.2	2,000,000
36244.58.10.3	1,168,447
36244.58.10.4	277,446
36244.58.9.1	1,105,950
36244.58.11.1	309,454
36244.58.11.2	1,492,037
36244.58.8.2	225,000
36244.58.12.1	297,810
36237.45.17.1	127,892
36237.45.18.1	390,244
36237.45.18.3	92,000
46333.3.1	192,646
36244.58.12.2	500,000
36244.58.13.1	3,533,103
Transfer from General Fund	1,170,093
<b>Total Airport Grant Capital Project Fund Revenues</b>	<b>\$ 27,151,013</b>

**Expenditures:**

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

36237.45.15.1	209,467
46333.1.1	111,000
46333.2.1	251,281
36244.58.8.3	459,932
36244.58.10.1	1,345,248
36244.58.10.2	2,000,000
36244.58.9.1	1,326,412
36244.58.10.3	1,298,277
36244.58.10.4	308,273
36244.58.11.1	309,455
36244.58.8.2	250,000
36244.58.11.2	1,657,818
36244.58.12.1	330,901
36237.45.17.1	142,103
36237.45.18.1	433,603
36237.45.18.3	92,000
46333.3.1	192,646
36244.58.12.2	500,000
36244.58.13.1	3,925,671
Miscellaneous Expense	10,583
Land	-
<b>Total Airport Grant Capital Project Fund Expenditures</b>	<b>27,151,013</b>

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

Current Funds Appropriated	\$	1,170,093
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Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$	1,170,093
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the September 7, 2021 meeting of the Brunswick County Board of Commissioners.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

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

Governing Body - Board Appointment - Planning

**From:**

Daralyn Spivey

**Issue/Action Requested:**

Request that the Board of Commissioners appoint Mr. Clifton Cheek to the Planning Board for a 3-year term expiring June 30, 2024.

**Background/Purpose of Request:**

A list of annual board appointments was presented to the Board of Commissioners at their regular meeting on May 17, 2021. Several individuals were appointed to serve on various boards/committees for terms beginning July 1, 2021. The remaining vacancies will continue to be presented to the Board until all seats are filled.

Mr. Cheek submitted an application expressing interest in serving on the Planning Board. This seat was previously held by Eileen Shake. If appointed, Mr. Cheek will fill the unexpired term which will expire June 30, 2024.

**Fiscal Impact:**

Not Applicable

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners appoint Mr. Clifton Cheek to the Planning Board for a 3-year term expiring June 30, 2024.

**ATTACHMENTS:**

Description

- Planning Board Roster

## Planning Board

Board	Title	First Name	Last Name	Current Expiration Date	Date Appointed	District
Planning		VACANT		6/30/2024		1
Planning	Ms.	Joy	Easley	6/30/2024	2021 May 17	3
Planning	Mr.	Ron	Medlin	6/30/2024	2021 May 17	2
Planning	Mr.	Eric	Dunham	6/30/2024	2021 May 17	At-Large
Planning	Mr.	Brett	Riggs	6/30/2022	2019 Sept 16	Alternate
Planning	Mr.	Bill	Bittenbender	6/30/2022	2019 July 1	At-Large
Planning	Mr.	Christopher	Wood	6/30/2023	2021 Jan 19	4
Planning	Mr.	Richard	Leary	6/30/2023	2020 June 1	5





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

**From:**  
Daralyn Spivey

**Action Item # V. - 8.**  
Governing Body - Board Appointment - Substance Use and  
Addiction Commission

**Issue/Action Requested:**

Request that the Board of Commissioners appoint Mr. William Murphy to the Substance Use and Addiction Commission for a 4-year term expiring June 30, 2025.

**Background/Purpose of Request:**

A list of annual board appointments was presented to the Board of Commissioners at their regular meeting on May 17, 2021. Several individuals were appointed to serve on various boards/committees for terms beginning July 1, 2021. The remaining vacancies will continue to be presented to the Board until all seats are filled.

If appointed, Mr. Murphy will fill the unexpired term which will expire June 30, 2025. This seat was previously held by Heather Strickland. Mr. Murphy submitted an application expressing interest in serving on the Substance Use and Addiction Commission and has met the eligibility requirements as established by the Board.

**Fiscal Impact:**

Not Applicable

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners appoint Mr. William Murphy to the Substance Use and Addiction Commission for a 4-year term expiring June 30, 2025.

**ATTACHMENTS:**

Description

- ☐ Substance Use & Addiction Commission Roster

# Substance Use and Addiction Commission

Board	Title	First Name	Last Name	Current Expiration Date	Date Appoint	District
SUAC	Mr.	William	Eberle	6/30/2025	2021 May 17	3
SUAC		<b>VACANT</b>		6/30/2025	2019 June 17	4
SUAC	Ms.	Leah	McGhee	6/30/2025	2021 July 6	Chief Superior Court Judge
SUAC	Mr.	William	Hickman	6/30/2022	2018 Oct 15	5
SUAC	Mr.	Jon	Oliver	6/30/2022	2020 June 15	Sheriff
SUAC	Ms.	Cynthia	Cheatham	6/30/2023	2019 Aug 19	At-Large
SUAC	Ms.	Catherine	Cooke	6/30/2023	2021 Jan 19	At-Large
SUAC	Ms.	Jennefir	Lucas	6/30/2023	2021 Feb15	Board of Education
SUAC	Ms.	Kathleen	Gomes	6/30/2024	2020 June 1	1
SUAC	Mr.	Joshua	Torbich	6/30/2024	2020 June 1	2



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

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

Governing Body - Jury Commission Appointment

**From:**

Daralyn Spivey

**Issue/Action Requested:**

Request that the Board of Commissioners consider re-appointing Mr. Steve Stone to serve on the Jury Commission for a two (2) year term

**Background/Purpose of Request:**

Mr. Stone is willing to continue to serve this next two (2) year term beginning at his appointment from the Board of Commissioners until September 2023 as set by the Clerk of Court.

**Fiscal Impact:**

Not Applicable

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners consider re-appointing Steve Stone to serve on the Jury Commission for a two (2) year term.



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

**Action Item # V. - 10.**

**From:** Health and Human Services - BSRI - Council of Governments  
David Stanley, Deputy County Manager Grant Agreement for Aging Services

**Issue/Action Requested:**

Request that the Board of Commissioners approve and execute the FY 2022 Home and Community Care Block Grant for Older Adults Agreement for the Provision of Community-Based Aging Services ending June 30, 2022

**Background/Purpose of Request:**

North Carolina General Statute 143B-181.1(a)(11) establishes a Home and Community Care Block Grant for Older Adults to be administered by the North Carolina Division of Aging. This legislation is the result of a recommendation made by the Department of Human Resources (DHR) Advisory Committee on Home and Community Care, a broad-based, state level advisory committee established in 1989 by North Carolina General Statute 143B-181.9A. This committee was charged with, among other things, developing a "common funding stream" for services to older North Carolinians.

The Home and Community Care Block Grant, effective July 1, 1992, is comprised of funding for in-home and community-based services currently available through the Division of Aging, as well as a portion of funding targeted for in-home and community-based services previously administered by the North Carolina Division of Social Services. Older Americans Act funds constitute approximately 45% of Home and Community Care Block Grant funding, and are intended to develop and enhance comprehensive and coordinated community-based systems of services, opportunities, and protections for older adults. Future funds appropriated by the General Assembly, for this purpose, will also be included in the Home and Community Care Block Grant. Area Agencies on Aging will fund County programs on aging through grant agreements with Boards of County Commissioners and community service providers such as our own Brunswick Senior Resources Inc. (BSRI).

Attached, please find the FY 2022 Cape Fear Council of Governments Grant Agreement for the provision of aging services. This agreement requires approval and execution by the Chairman of the Brunswick County Commissioners and County Finance Officer. Local match is provided through funds previously committed to BSRI as the Lead HCCBG agency for Brunswick County by Brunswick County's Budget Allocation. The attached funding budget form outlines each senior center in the county and its allocation. No additional county funding is required. Staff recommends approval of the grant agreement.

**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 and execute the FY 2022 Home and Community Care Block Grant for Older Adults Agreement for the Provision of Community-Based Aging Services ending June 30, 2022.

**ATTACHMENTS:**

Description

▣ FY2022 DAAS-735

---

Hand delivered 08/9/2021

Addressee:

Mr. David Stanley, Deputy County Manager

Re:

1. HCCBG Contract for 2021-2022 for NOVUS upload

Message:

Please review the HCCBG Contract that covers the previously signed 2022 Budget and forward as appropriate.

As you know, any matching fund requests that occur with this AAA / HCCBG program services budget are covered by the concurrent year's County Allocation to BSRI.

Once executed, please advise and I will pick them up.

Thank you for your assistance with this 2021/2022 contract budget signing.

Judith Gainey Benson, CPA, CFO  
Brunswick Senior Resources, Inc.  
[jbenson@bsrinc.org](mailto:jbenson@bsrinc.org)



Brunswick Senior Resources, Inc.  
Making a Difference

(910) 754-2300 x 1009  
(910) 754-9269 (fax)  
(910) 512-1301 (mobile)

J. BENSON

**July 1, 2021 through June 30, 2022**

**Home and Community Care Block Grant for Older Adults**

**Agreement for the Provision of County-Based Aging Services**

This Agreement, entered into as of this 3<sup>rd</sup> day of August, 2021, by and between the County of Brunswick (hereinafter referred to as the "County") and the Cape Fear Council of Governments, Lead Regional Organization for the Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the Area Agency through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging and Adult Services, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:

Brunswick Senior Resources, Inc.  
BAYADA Home Health Care, Inc.

- 1(a) The Community Service Provider(s) shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DAAS-732) for the period ending June 30 for the year stated above.
2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.

3. Grant Administration. The grant administrator for the Area Agency shall be Allen Serkin, Executive Director, Cape Fear Council of Governments. The grant administrator for the County shall be Yvette Gosline, Chief Operating Officer.

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DAAS-732), are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.
5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DAAS-732).

(a) Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.



(b) Reimbursement of Service Costs

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

c) Role of the County Finance Director

The County Finance Director shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

(d) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging and Adult Services through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers, revised February 17, 1997.

If through the US Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult

Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging and Adult Services Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

8. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service Monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>.

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Administrative Letter 12-08. As of July 1, 2012, DAAS Program Compliance Representatives (PCRs) are no longer monitoring HCCBG services provided through county departments of social services.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (<http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

9. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director  
North Carolina Division of Aging and Adult Services  
693 Palmer Drive  
2101 Mail Service Center  
Raleigh, North Carolina 27699-2101

10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
11. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.osbm.nc.gov/management/grants>.

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.



<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
• Less than \$25,000 in State or Federal funds	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
• Greater than \$25,000 and less than \$500,000 in State Funds or \$750,000 in Federal Funds	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures  OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
• \$500,000 + in State funds but Federal pass through in an amount less than \$750,000	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal Funds
• \$500,000+ in State funds <u>and</u> \$750,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)	May use State and Federal funds
• Less than \$500,000 in State funds <u>and</u> \$750,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part (i.e. Single Audit)	May use Federal funds, but <u>not</u> State funds.

12. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any

expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.

13. Indemnity. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.
14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.
16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.
17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.

18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.
21. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.
22. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. Information on retention requirements is posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <https://archives.ncdcr.gov/government/retention-schedules>.

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records

legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

23. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

\_\_\_\_\_  
**County:**

Attest:

\_\_\_\_\_  
By: \_\_\_\_\_  
Chairman, Board of Commissioners

**Area Agency:**

Attest:

\_\_\_\_\_  
Area Agency Director

By: \_\_\_\_\_  
Executive Director, Cape Fear Council of Governments

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

BY: \_\_\_\_\_  
Finance Officer, Cape Fear Council of Governments

This page will be utilized when the Area Agency is designated by County to write checks to community service providers.

Payment to Community Service Providers by the Area Agency on Aging. The County authorizes the Area Agency on Aging, in lieu of the County Finance Officer, to provide interim and reimbursement payments to community service providers as prescribed in paragraphs 6(a) and (c) of this Agreement. Services applicable to this authorization are as follows:

Community Service Provider

Service

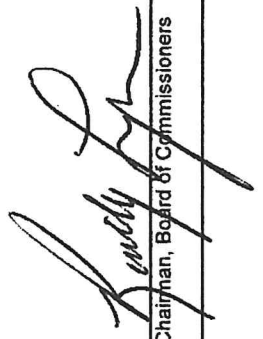
Brunswick Senior Resources, Inc.

Transportation, Senior Center Operations,  
Congregate Meals, Home Delivered Meals,  
In Home Aide

This authorization by the County shall be in compliance with requirements set forth in the North Carolina Budget and Fiscal Control Act. The County Finance Officer shall establish controls to account for the receipt and expenditure of Home and Community Care Block Grant Funds.



Home and Community Care Block Grant for Older Adults												
DAAS-731 (Rev. 2/16)												
County BRUNSWICK												
July 1, 2021 through June 30, 2022												
County Funding Plan												
County Services Summary												
Services	A			B	C	D	E	F	G	H	I	
	Access	In-Home	Block Grant Funding Other									
Congregate Nutrition			210000	23333	233333	55200	288533	31,478	7,4126	225	69000	
Home Delivered Meals		280000	0	31111	311111	60000	371111	36,319	8,5661	131	75000	
Senior Center Operation			358791	39866	398657		398657	-	-		0	
Transportation (General)	80000			8889	88889		88889	6,178	14,3884	20	8500	
In-Home Aide-Level I - Home Management		41990		4666	46656		46656	2600	17,9446	7	2600	
In-Home Aide-Level II - Personal Care		126000		14000	140000		140000	7535	18,58	30	7535	
In-Home Aide-Level III - Personal Care		42010		4668	46678		46678	2512	18,582	8	2512	
				0	0		0					
				0	0		0					
				0	0		0					
				0	0		0					
				0	0		0					
				0	0		0					
				0	0		0					
				0	0		0					
				0	0		0					
Total	80000	490000	568791	1138791	126533	115200	1380524	86622	1888888	421	165147	


  
 Signature, Chairman, Board of Commissioners
 
 Date: 8/2/21

BRUNSWICK SENIOR RESOURCES, INC	DAAS-732
PO BOX 2470	County: BRUNSWICK
SHALLOTTE, NC 28459	Budget Period: July 2021 through June 2022
	Revision #: 6/2/2021

*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate		
	ADC	ADHC
Daily Care	\$33.07	\$ 40.00
Administrative		
Proj. Reimbursement Rate	\$33.07	\$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability.  
 Required local match will be expended simultaneously  
 with Block Grant Funding.

*Deborah M. Miller* 7/15/21  
 Signature, County Finance Officer Date

*Sam Z* President/CEO 6/2/2021  
 Authorized Signature, Title  
 Community Service Provider Date

*Deborah M. Miller* 8/2/21  
 Signature, Chairman, Board of Commissioners Date



## Revision #:

\*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate

with Block Grant Funding.

8/8

Signature, Chairman, Board of Commissioners



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

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

**From:**  
Cris Harrelson, Health Director

Health and Human Services - Health Services - AA - 361 ELC  
Enhanced Reopening Schools SH Liaison FY 22

**Issue/Action Requested:**

Request that the Board of Commissioners approve the Agreement Addendum for 361 ELC Reopening Schools SH Liaison for FY 22 and authorize the Health Director to sign the addendum form.

**Background/Purpose of Request:**

In support of safe, in - person instruction in kindergarten through grade 12 (K-12) schools, screening testing can provide an additional layer of prevention to protect students, teachers, and staff and slow the spread of SARS-CoV-2, the virus that causes Coronavirus Disease 2019 (COVID 19).

This activity is for the Local Health Department to hire a Public Health Nurse (PHN) School Health Liaison to coordinate COVID - 19 screening, testing, and vaccine administration efforts, and to coordinate other school health/public health services as described in the Memorandum of Agreements.

Staff recommends approval of the agreement addendum.

**Fiscal Impact:**

Budget Amendment Required, Reviewed By Director of Fiscal Operations

Budget amendment appropriates federal revenues restricted of \$115,000 to assist with the pandemic response.

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve the Agreement Addendum for 361 ELC Reopening Schools SH Liaison for FY 22 and authorize the Health Director to sign the addendum form.

**ATTACHMENTS:**

Description

- ❑ 361 ELC Reopening Schools Liaison FY 22
- ❑ 20210907 Attach 361 ELC Reopening Schools FY22 Agreement Addendum COVID.pdf

# Division of Public Health

## Agreement Addendum

### FY 21-22

Page 1 of 5

Brunswick County Health and Human Services

**Local Health Department Legal Name**

361 ELC Reopening Schools SH Liaison

**Activity Number and Description**

06/01/2021 – 05/31/2022

**Service Period**

07/01/2021 – 06/30/2022

**Payment Period**

☒ **Original Agreement Addendum**

☐ **Agreement Addendum Revision # \_\_\_\_\_**

Women's & Children's Health /  
Children & Youth

**DPH Section / Branch Name**

Ann Nichols, 919-707-5667

ann.nichols@dhhs.nc.gov

**DPH Program Contact**

(name, phone number, and email)

**DPH Program Signature**

**Date**

(only required for a negotiable agreement addendum)

#### I. **Background:**

In support of safe, in-person instruction in kindergarten through grade 12 (K-12) schools, screening testing can provide an additional layer of prevention to protect students, teachers, and staff and slow the spread of SARS-CoV-2, the virus that causes Coronavirus Disease 2019 (COVID-19). While it is critical for schools to remain open for academic, social, and emotional benefits, it is equally important to do so safely. (See: <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html>.) To enable schools to establish and expand COVID-19 screening testing programs to support and maintain in-person learning, the federal government is providing financial resources through the Centers for Disease Control and Prevention (CDC) under the ELC Reopening Schools award.

Public health and education are necessary partners for safe and healthy schools. Successful testing programs with the appropriate response to test results are enhanced by close collaborative working relationships between schools and local health authorities. Efforts should be taken to foster, grow and maintain the tie between public health and education to support COVID testing and response programs and other activities that improve population and individual health for students and school staff. Funding from the ELC award will support staff positions that encourage continuity of existing COVID-related activities, maintain the health department's integral role in screening testing, build upon the work already begun, and ensure a holistic assessment and monitoring of disease burden within any given community.

#### II. **Purpose:**

This Agreement Addendum provides temporary funding for the Local Health Department to hire Public Health Nurse (PHN) School Health Liaisons for the coordination of COVID-19 screening, testing, and

Health Director Signature

(use blue ink)

Date

Local Health Department to complete:

(If follow-up information is needed by DPH)

LHD program contact name: \_\_\_\_\_

Phone number with area code: \_\_\_\_\_

Email address: \_\_\_\_\_

**Signature on this page signifies you have read and accepted all pages of this document.** Template rev. July 2020

vaccine administration efforts, and to coordinate other school health/public health services as described in the Memorandum of Agreements referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health.

### **III. Scope of Work and Deliverables:**

The Local Health Department (LHD) shall:

1. Employ one or more PHN School Health Liaisons by the start of the 2021-2022 school year to liaise with all school types within the jurisdiction of the LHD. Allowable uses of funds include salary and fringe benefits, staff development and training, IT hardware and software, supplies including cell phones and office supplies, and travel.
2. Establish a job description for the PHN School Health Liaison that includes the following activities in addition to other local needs:
  - a. Administration/Joint Planning for School Health
    1. Coordinate school health efforts between the LHD and all LEAs and schools in the LHD county (or counties if a District LHD) served.
    2. Conduct ongoing evaluation of cooperative efforts and collaborate on needed changes.
    3. Serve as the LHD liaison for the School Health Nursing Program in all LEAs and schools in the LHD county (or counties if a District LHD) served.
    4. Participate in the LEA School Health Advisory Committee (SHAC).
  - b. Communicable Disease
    1. Coordinate shared activities related to COVID-19 testing programs in schools and related response to test results and mitigation efforts.
    2. Coordinate investigation and/or follow-up of other reportable communicable disease events.
    3. Participate in procedure development for response to communicable disease outbreaks in schools.
    4. Coordinate local media response in conjunction with school administration regarding communicable disease events and efforts in K-12 schools.
  - c. School Site Vaccine Administration Opportunities
    1. Provide Vaccine Information Statements (VIS) to schools and encourage on-site clinic opportunities.
    2. Coordinate vaccine, medical supplies, and documentation supplies as needed for clinics when scheduled.
    3. Assure completion of administration processes related to vaccines through data entry.
  - d. OSHA Compliance Program
    1. Coordinate the availability of OSHA-required vaccines for identified school staff through LHD clinics and the billing of LEA for required services.
    2. Act as a resource to the Lead Nurses/designees for OSHA Blood Born Pathogens training and incidents in schools.
  - e. Professional Development
    1. Include local school nurses in educational and workshop opportunities related to school health program needs.
    2. Ensure initial training and annual updates are provided for local school nurses on their duties regarding county disaster response as defined in the Memorandum of Agreements

referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health.

f. Privacy Protection

1. Facilitate ‘read only’ access to the North Carolina Immunization Registry for county school nurses.
  2. Ensure local school nurses have reviewed and signed the LHD Annual Confidentiality Statement.
  3. Act as a resource in ensuring compliance with HIPAA and FERPA in coordinated activities.
3. Ensure the execution of Memorandums of Agreement (MOAs) inclusive of the job description activities between the LHD and schools/districts (LEA, Charter, Independent) that are providing COVID testing programs. This MOA requirement can be accomplished through amending the existing annual agreement referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health if Liaison activities are included and consistent with the MOA guidelines provided by the DPH School Health Unit.

Number of PHN Liaison Positions Funded	Amount of Funding Allocated
1	\$115,000

#### IV. **Performance Measures/Reporting Requirements:**

##### 1. Performance Measures

- a. Employ one or more PHN School Health Liaisons by the start of the 2021-2022 school year to liaise with all school types and LEAs served by the LHD.
- b. Upload job descriptions of all nurses hired with these funds into the Smartsheet Dashboard.

<https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>

##### 2. Reporting Requirements

The reporting below shall be provided by the LHD to DPH via the Smartsheet dashboard, which can be accessed at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>

The LHD shall:

- a. Complete the **COVID-19 Response Plan** in the Smartsheet Dashboard. This response plan is to provide information related to the LHD’s broader goals and partnerships for COVID-19 preparedness and response. The Smartsheet dashboard will present a series of questions to be answered in a short-answer format, with topics including aspects of testing, contact tracing, vaccination, equity, and preparedness in general.

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1. This Activity will be monitored by the Children & Youth Branch according to the following plan:
  - a. The Regional School Health Nurse Consultant (RSHNC) will review the Financial Reports each month to ensure that funds are spent only on allowable uses.
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2. The Local Health Department shall adhere to the following service quality measures:
  - a. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing. The North Carolina School Health Program Manual, Sixth edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by American Nurses Association and National Association of School Nurses.
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Activity 361			1332		
			892A		
			L5		
Service Period	AA		06/01-05/31	Proposed Total	New Total
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D1 Albemarle	* 0		920,000	920,000	920,000
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18 Catawba	* 0		115,000	115,000	115,000
19 Chatham	* 0		115,000	115,000	115,000
20 Cherokee	* 0		115,000	115,000	115,000
22 Clay	* 0		115,000	115,000	115,000
23 Cleveland	* 0		115,000	115,000	115,000
24 Columbus	* 0		115,000	115,000	115,000
25 Craven	* 0		115,000	115,000	115,000
26 Cumberland	* 0		115,000	115,000	115,000
28 Dare	* 0		115,000	115,000	115,000
29 Davidson	* 0		115,000	115,000	115,000
30 Davie	* 0		115,000	115,000	115,000
31 Duplin	* 0		115,000	115,000	115,000
32 Durham	* 0		115,000	115,000	115,000
33 Edgecombe	* 0		115,000	115,000	115,000
D7 Foothills	* 0		230,000	230,000	230,000
34 Forsyth	* 0		115,000	115,000	115,000
35 Franklin	* 0		115,000	115,000	115,000
36 Gaston	* 0		115,000	115,000	115,000
38 Graham	* 0		115,000	115,000	115,000

D3 Gran-Vance	* 0	230,000	230,000	230,000
40 Greene	* 0	115,000	115,000	115,000
41 Guilford	* 0	115,000	115,000	115,000
42 Halifax	* 0	115,000	115,000	115,000
43 Harnett	* 0	115,000	115,000	115,000
44 Haywood	* 0	115,000	115,000	115,000
45 Henderson	* 0	115,000	115,000	115,000
47 Hoke	* 0	115,000	115,000	115,000
48 Hyde	* 0	115,000	115,000	115,000
49 Iredell	* 0	115,000	115,000	115,000
50 Jackson	* 0	115,000	115,000	115,000
51 Johnston	* 0	115,000	115,000	115,000
52 Jones	* 0	115,000	115,000	115,000
53 Lee	* 0	115,000	115,000	115,000
54 Lenoir	* 0	115,000	115,000	115,000
55 Lincoln	* 0	115,000	115,000	115,000
56 Macon	* 0	115,000	115,000	115,000
57 Madison	* 0	115,000	115,000	115,000
D4 M-T-W	* 0	345,000	345,000	345,000
60 Mecklenburg	* 0	115,000	115,000	115,000
62 Montgomery	* 0	115,000	115,000	115,000
63 Moore	* 0	115,000	115,000	115,000
64 Nash	* 0	115,000	115,000	115,000
65 New Hanover	* 0	115,000	115,000	115,000
66 Northampton	* 0	115,000	115,000	115,000
67 Onslow	* 0	115,000	115,000	115,000
68 Orange	* 0	115,000	115,000	115,000
69 Pamlico	* 0	115,000	115,000	115,000
71 Pender	* 0	115,000	115,000	115,000
73 Person	* 0	115,000	115,000	115,000
74 Pitt	* 0	115,000	115,000	115,000
75 Polk	* 0	115,000	115,000	115,000
76 Randolph	* 0	115,000	115,000	115,000
77 Richmond	* 0	115,000	115,000	115,000
78 Robeson	* 0	115,000	115,000	115,000
79 Rockingham	* 0	115,000	115,000	115,000
80 Rowan	* 0	115,000	115,000	115,000
82 Sampson	* 0	115,000	115,000	115,000
83 Scotland	* 0	115,000	115,000	115,000
84 Stanly	* 0	115,000	115,000	115,000
85 Stokes	* 0	115,000	115,000	115,000

86 Surry	* 0	115,000	115,000	115,000
87 Swain	* 0	115,000	115,000	115,000
D6 Toe River	* 0	345,000	345,000	345,000
88 Transylvania	* 0	115,000	115,000	115,000
90 Union	* 0	115,000	115,000	115,000
92 Wake	* 0	115,000	115,000	115,000
93 Warren	* 0	115,000	115,000	115,000
96 Wayne	* 0	115,000	115,000	115,000
97 Wilkes	* 0	115,000	115,000	115,000
98 Wilson	* 0	115,000	115,000	115,000
99 Yadkin	* 0	115,000	115,000	115,000
Totals		11,500,000	11,500,000	11,500,000

Sign and Date - DPH Program Administrator <i>Carol Tyson</i> Acting Branch Head 8/3/21	Sign and Date - DPH Section Chief <i>SCULT</i>
Sign and Date - DPH Contracts Office <i>Greeneko Stuart</i> 8/5/2021	Sign and Date - DPH Budget Officer <i>A. Gray</i> 08/05/2021

Supplement reason: ☒ In AA+BE or AA+BE Rev -OR- ☐ -

CFDA #: 93.323 Fed awd date: 4/8/21 Is award R&amp;D? no FAIN: NU50CK000530 Total amount of fed awd: \$ 113539687

CFDA name: Disease (EC)	Epidemiology and Laboratory Capacity for Infectious Disease (EC)	Fed award project description: Epidemiology and Laboratory Capacity for Infetious Disease (ELC)	Fed awarding agency: DHHS, Centers for Disease Control and Prevention	Federal award indirect cost rate: n/a	% %

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	115,000	115,000	Jackson	019728518	115,000	115,000
Albemarle	130537822	920,000	920,000	Johnston	097599104	115,000	115,000
Alexander	030495105	115,000	115,000	Jones	095116935	115,000	115,000
Anson	847163029	115,000	115,000	Lee	067439703	115,000	115,000
Appalachian	780131541	345,000	345,000	Lenoir	042789748	115,000	115,000
Beaufort	091567776	115,000	115,000	Lincoln	086869336	115,000	115,000
Bladen	084171628	115,000	115,000	Macon	070626825	115,000	115,000
Brunswick	091571349	115,000	115,000	Madison	831052873	115,000	115,000
Buncombe	879203560	115,000	115,000	MTW	087204173	345,000	345,000
Burke	883321205	115,000	115,000	Mecklenburg	074498353	115,000	115,000
Cabarrus	143408289	115,000	115,000	Montgomery	025384603	115,000	115,000
Caldwell	948113402	115,000	115,000	Moore	050988146	115,000	115,000
Carteret	058735804	115,000	115,000	Nash	050425677	115,000	115,000
Caswell	077846053	115,000	115,000	New Hanover	040029563	115,000	115,000
Catawba	083677138	115,000	115,000	Northampton	097594477	115,000	115,000
Chatham	131356607	115,000	115,000	Onslow	172663270	115,000	115,000
Cherokee	130705072	115,000	115,000	Orange	139209659	115,000	115,000
Clay	145058231	115,000	115,000	Pamlico	097600456	115,000	115,000
Cleveland	879924850	115,000	115,000	Pender	100955413	115,000	115,000
Columbus	040040016	115,000	115,000	Person	091563718	115,000	115,000
Craven	091564294	115,000	115,000	Pitt	080889694	115,000	115,000
Cumberland	123914376	115,000	115,000	Polk	079067930	115,000	115,000
Dare	082358631	115,000	115,000	Randolph	027873132	115,000	115,000
Davidson	077839744	115,000	115,000	Richmond	070621339	115,000	115,000
Davie	076526651	115,000	115,000	Robeson	082367871	115,000	115,000
Duplin	095124798	115,000	115,000	Rockingham	077847143	115,000	115,000
Durham	088564075	115,000	115,000	Rowan	074494014	115,000	115,000
Edgecombe	093125375	115,000	115,000	Sampson	825573975	115,000	115,000
Foothills	782359004	230,000	230,000	Scotland	091564146	115,000	115,000
Forsyth	105316439	115,000	115,000	Stanly	131060829	115,000	115,000
Franklin	084168632	115,000	115,000	Stokes	085442705	115,000	115,000
Gaston	071062186	115,000	115,000	Surry	077821858	115,000	115,000
Graham	020952383	115,000	115,000	Swain	146437553	115,000	115,000
Granville-Vance	063347626	230,000	230,000	Toe River	113345201	345,000	345,000
Greene	091564591	115,000	115,000	Transylvania	030494215	115,000	115,000
Guilford	071563613	115,000	115,000	Union	079051637	115,000	115,000
Halifax	014305957	115,000	115,000	Wake	019625961	115,000	115,000
Harnett	091565986	115,000	115,000	Warren	030239953	115,000	115,000
Haywood	070620232	115,000	115,000	Wayne	040036170	115,000	115,000
Henderson	085021470	115,000	115,000	Wilkes	067439950	115,000	115,000
Hoke	091563643	115,000	115,000	Wilson	075585695	115,000	115,000
Hyde	832526243	115,000	115,000	Yadkin	089910624	115,000	115,000
Iredell	074504507	115,000	115,000				

# Division of Public Health

## Agreement Addendum

### FY 21-22

Page 1 of 5

Brunswick County Health and Human Services

**Local Health Department Legal Name**

361 ELC Reopening Schools SH Liaison

**Activity Number and Description**

06/01/2021 – 05/31/2022

**Service Period**

07/01/2021 – 06/30/2022

**Payment Period**

☒ **Original Agreement Addendum**

☐ **Agreement Addendum Revision #** \_\_\_\_

Women's & Children's Health /  
Children & Youth

**DPH Section / Branch Name**

Ann Nichols, 919-707-5667

ann.nichols@dhhs.nc.gov

**DPH Program Contact**

(name, phone number, and email)

**DPH Program Signature**

**Date**

(only required for a negotiable agreement addendum)

#### I. **Background:**

In support of safe, in-person instruction in kindergarten through grade 12 (K-12) schools, screening testing can provide an additional layer of prevention to protect students, teachers, and staff and slow the spread of SARS-CoV-2, the virus that causes Coronavirus Disease 2019 (COVID-19). While it is critical for schools to remain open for academic, social, and emotional benefits, it is equally important to do so safely. (See: <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html>.) To enable schools to establish and expand COVID-19 screening testing programs to support and maintain in-person learning, the federal government is providing financial resources through the Centers for Disease Control and Prevention (CDC) under the ELC Reopening Schools award.

Public health and education are necessary partners for safe and healthy schools. Successful testing programs with the appropriate response to test results are enhanced by close collaborative working relationships between schools and local health authorities. Efforts should be taken to foster, grow and maintain the tie between public health and education to support COVID testing and response programs and other activities that improve population and individual health for students and school staff. Funding from the ELC award will support staff positions that encourage continuity of existing COVID-related activities, maintain the health department's integral role in screening testing, build upon the work already begun, and ensure a holistic assessment and monitoring of disease burden within any given community.

#### II. **Purpose:**

This Agreement Addendum provides temporary funding for the Local Health Department to hire Public Health Nurse (PHN) School Health Liaisons for the coordination of COVID-19 screening, testing, and

Health Director Signature

(use blue ink)

Date

Local Health Department to complete:

(If follow-up information is needed by DPH)

LHD program contact name: \_\_\_\_\_

Phone number with area code: \_\_\_\_\_

Email address: \_\_\_\_\_

**Signature on this page signifies you have read and accepted all pages of this document.** Template rev. July 2020

vaccine administration efforts, and to coordinate other school health/public health services as described in the Memorandum of Agreements referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health.

### **III. Scope of Work and Deliverables:**

The Local Health Department (LHD) shall:

1. Employ one or more PHN School Health Liaisons by the start of the 2021-2022 school year to liaise with all school types within the jurisdiction of the LHD. Allowable uses of funds include salary and fringe benefits, staff development and training, IT hardware and software, supplies including cell phones and office supplies, and travel.
2. Establish a job description for the PHN School Health Liaison that includes the following activities in addition to other local needs:
  - a. Administration/Joint Planning for School Health
    1. Coordinate school health efforts between the LHD and all LEAs and schools in the LHD county (or counties if a District LHD) served.
    2. Conduct ongoing evaluation of cooperative efforts and collaborate on needed changes.
    3. Serve as the LHD liaison for the School Health Nursing Program in all LEAs and schools in the LHD county (or counties if a District LHD) served.
    4. Participate in the LEA School Health Advisory Committee (SHAC).
  - b. Communicable Disease
    1. Coordinate shared activities related to COVID-19 testing programs in schools and related response to test results and mitigation efforts.
    2. Coordinate investigation and/or follow-up of other reportable communicable disease events.
    3. Participate in procedure development for response to communicable disease outbreaks in schools.
    4. Coordinate local media response in conjunction with school administration regarding communicable disease events and efforts in K-12 schools.
  - c. School Site Vaccine Administration Opportunities
    1. Provide Vaccine Information Statements (VIS) to schools and encourage on-site clinic opportunities.
    2. Coordinate vaccine, medical supplies, and documentation supplies as needed for clinics when scheduled.
    3. Assure completion of administration processes related to vaccines through data entry.
  - d. OSHA Compliance Program
    1. Coordinate the availability of OSHA-required vaccines for identified school staff through LHD clinics and the billing of LEA for required services.
    2. Act as a resource to the Lead Nurses/designees for OSHA Blood Born Pathogens training and incidents in schools.
  - e. Professional Development
    1. Include local school nurses in educational and workshop opportunities related to school health program needs.
    2. Ensure initial training and annual updates are provided for local school nurses on their duties regarding county disaster response as defined in the Memorandum of Agreements

referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health.

f. Privacy Protection

1. Facilitate ‘read only’ access to the North Carolina Immunization Registry for county school nurses.
  2. Ensure local school nurses have reviewed and signed the LHD Annual Confidentiality Statement.
  3. Act as a resource in ensuring compliance with HIPAA and FERPA in coordinated activities.
3. Ensure the execution of Memorandums of Agreement (MOAs) inclusive of the job description activities between the LHD and schools/districts (LEA, Charter, Independent) that are providing COVID testing programs. This MOA requirement can be accomplished through amending the existing annual agreement referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health if Liaison activities are included and consistent with the MOA guidelines provided by the DPH School Health Unit.

Number of PHN Liaison Positions Funded	Amount of Funding Allocated
1	\$115,000

#### IV. **Performance Measures/Reporting Requirements:**

##### 1. Performance Measures

- a. Employ one or more PHN School Health Liaisons by the start of the 2021-2022 school year to liaise with all school types and LEAs served by the LHD.
- b. Upload job descriptions of all nurses hired with these funds into the Smartsheet Dashboard.

<https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>

##### 2. Reporting Requirements

The reporting below shall be provided by the LHD to DPH via the Smartsheet dashboard, which can be accessed at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>

The LHD shall:

- a. Complete the **COVID-19 Response Plan** in the Smartsheet Dashboard. This response plan is to provide information related to the LHD’s broader goals and partnerships for COVID-19 preparedness and response. The Smartsheet dashboard will present a series of questions to be answered in a short-answer format, with topics including aspects of testing, contact tracing, vaccination, equity, and preparedness in general.

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2. Allowable uses of this Activity's funds include salary and fringe benefits, staff development and training, IT hardware and software, supplies including cell phones and office supplies, and travel.

DPH-Aid-To-Counties

For Fiscal Year: 21/22

Budgetary Estimate Number : 0

Activity 361			1332		
			892A		
			L5		
Service Period	AA		06/01-05/31	Proposed Total	New Total
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14 Caldwell	* 0		115,000	115,000	115,000
16 Carteret	* 0		115,000	115,000	115,000
17 Caswell	* 0		115,000	115,000	115,000
18 Catawba	* 0		115,000	115,000	115,000
19 Chatham	* 0		115,000	115,000	115,000
20 Cherokee	* 0		115,000	115,000	115,000
22 Clay	* 0		115,000	115,000	115,000
23 Cleveland	* 0		115,000	115,000	115,000
24 Columbus	* 0		115,000	115,000	115,000
25 Craven	* 0		115,000	115,000	115,000
26 Cumberland	* 0		115,000	115,000	115,000
28 Dare	* 0		115,000	115,000	115,000
29 Davidson	* 0		115,000	115,000	115,000
30 Davie	* 0		115,000	115,000	115,000
31 Duplin	* 0		115,000	115,000	115,000
32 Durham	* 0		115,000	115,000	115,000
33 Edgecombe	* 0		115,000	115,000	115,000
D7 Foothills	* 0		230,000	230,000	230,000
34 Forsyth	* 0		115,000	115,000	115,000
35 Franklin	* 0		115,000	115,000	115,000
36 Gaston	* 0		115,000	115,000	115,000
38 Graham	* 0		115,000	115,000	115,000

D3 Gran-Vance	* 0	230,000	230,000	230,000
40 Greene	* 0	115,000	115,000	115,000
41 Guilford	* 0	115,000	115,000	115,000
42 Halifax	* 0	115,000	115,000	115,000
43 Harnett	* 0	115,000	115,000	115,000
44 Haywood	* 0	115,000	115,000	115,000
45 Henderson	* 0	115,000	115,000	115,000
47 Hoke	* 0	115,000	115,000	115,000
48 Hyde	* 0	115,000	115,000	115,000
49 Iredell	* 0	115,000	115,000	115,000
50 Jackson	* 0	115,000	115,000	115,000
51 Johnston	* 0	115,000	115,000	115,000
52 Jones	* 0	115,000	115,000	115,000
53 Lee	* 0	115,000	115,000	115,000
54 Lenoir	* 0	115,000	115,000	115,000
55 Lincoln	* 0	115,000	115,000	115,000
56 Macon	* 0	115,000	115,000	115,000
57 Madison	* 0	115,000	115,000	115,000
D4 M-T-W	* 0	345,000	345,000	345,000
60 Mecklenburg	* 0	115,000	115,000	115,000
62 Montgomery	* 0	115,000	115,000	115,000
63 Moore	* 0	115,000	115,000	115,000
64 Nash	* 0	115,000	115,000	115,000
65 New Hanover	* 0	115,000	115,000	115,000
66 Northampton	* 0	115,000	115,000	115,000
67 Onslow	* 0	115,000	115,000	115,000
68 Orange	* 0	115,000	115,000	115,000
69 Pamlico	* 0	115,000	115,000	115,000
71 Pender	* 0	115,000	115,000	115,000
73 Person	* 0	115,000	115,000	115,000
74 Pitt	* 0	115,000	115,000	115,000
75 Polk	* 0	115,000	115,000	115,000
76 Randolph	* 0	115,000	115,000	115,000
77 Richmond	* 0	115,000	115,000	115,000
78 Robeson	* 0	115,000	115,000	115,000
79 Rockingham	* 0	115,000	115,000	115,000
80 Rowan	* 0	115,000	115,000	115,000
82 Sampson	* 0	115,000	115,000	115,000
83 Scotland	* 0	115,000	115,000	115,000
84 Stanly	* 0	115,000	115,000	115,000
85 Stokes	* 0	115,000	115,000	115,000

86 Surry	* 0	115,000	115,000	115,000
87 Swain	* 0	115,000	115,000	115,000
D6 Toe River	* 0	345,000	345,000	345,000
88 Transylvania	* 0	115,000	115,000	115,000
90 Union	* 0	115,000	115,000	115,000
92 Wake	* 0	115,000	115,000	115,000
93 Warren	* 0	115,000	115,000	115,000
96 Wayne	* 0	115,000	115,000	115,000
97 Wilkes	* 0	115,000	115,000	115,000
98 Wilson	* 0	115,000	115,000	115,000
99 Yadkin	* 0	115,000	115,000	115,000
Totals		11,500,000	11,500,000	11,500,000

Sign and Date - DPH Program Administrator <i>Carol Tyson</i> Acting Branch Head 8/3/21	Sign and Date - DPH Section Chief <i>SCULT</i>
Sign and Date - DPH Contracts Office <i>Greeneko Stuart</i> 8/5/2021	Sign and Date - DPH Budget Officer <i>A. Gray</i> 08/05/2021

Supplement reason: ☒ In AA+BE or AA+BE Rev -OR- ☐ -

CFDA #: 93.323 Fed awd date: 4/8/21 Is award R&amp;D? no FAIN: NU50CK000530 Total amount of fed awd: \$ 113539687

CFDA Epidemiology and Laboratory Capacity for Infectious name: Disease (EC)	Fed award project description: Epidemiology and Laboratory Capacity for Infetious Disease (ELC)	Fed awarding DHHS, Centers for Disease Control and agency: Prevention		Federal award indirect cost rate: n/a		% %

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	115,000	115,000	Jackson	019728518	115,000	115,000
Albemarle	130537822	920,000	920,000	Johnston	097599104	115,000	115,000
Alexander	030495105	115,000	115,000	Jones	095116935	115,000	115,000
Anson	847163029	115,000	115,000	Lee	067439703	115,000	115,000
Appalachian	780131541	345,000	345,000	Lenoir	042789748	115,000	115,000
Beaufort	091567776	115,000	115,000	Lincoln	086869336	115,000	115,000
Bladen	084171628	115,000	115,000	Macon	070626825	115,000	115,000
Brunswick	091571349	115,000	115,000	Madison	831052873	115,000	115,000
Buncombe	879203560	115,000	115,000	MTW	087204173	345,000	345,000
Burke	883321205	115,000	115,000	Mecklenburg	074498353	115,000	115,000
Cabarrus	143408289	115,000	115,000	Montgomery	025384603	115,000	115,000
Caldwell	948113402	115,000	115,000	Moore	050988146	115,000	115,000
Carteret	058735804	115,000	115,000	Nash	050425677	115,000	115,000
Caswell	077846053	115,000	115,000	New Hanover	040029563	115,000	115,000
Catawba	083677138	115,000	115,000	Northampton	097594477	115,000	115,000
Chatham	131356607	115,000	115,000	Onslow	172663270	115,000	115,000
Cherokee	130705072	115,000	115,000	Orange	139209659	115,000	115,000
Clay	145058231	115,000	115,000	Pamlico	097600456	115,000	115,000
Cleveland	879924850	115,000	115,000	Pender	100955413	115,000	115,000
Columbus	040040016	115,000	115,000	Person	091563718	115,000	115,000
Craven	091564294	115,000	115,000	Pitt	080889694	115,000	115,000
Cumberland	123914376	115,000	115,000	Polk	079067930	115,000	115,000
Dare	082358631	115,000	115,000	Randolph	027873132	115,000	115,000
Davidson	077839744	115,000	115,000	Richmond	070621339	115,000	115,000
Davie	076526651	115,000	115,000	Robeson	082367871	115,000	115,000
Duplin	095124798	115,000	115,000	Rockingham	077847143	115,000	115,000
Durham	088564075	115,000	115,000	Rowan	074494014	115,000	115,000
Edgecombe	093125375	115,000	115,000	Sampson	825573975	115,000	115,000
Foothills	782359004	230,000	230,000	Scotland	091564146	115,000	115,000
Forsyth	105316439	115,000	115,000	Stanly	131060829	115,000	115,000
Franklin	084168632	115,000	115,000	Stokes	085442705	115,000	115,000
Gaston	071062186	115,000	115,000	Surry	077821858	115,000	115,000
Graham	020952383	115,000	115,000	Swain	146437553	115,000	115,000
Granville-Vance	063347626	230,000	230,000	Toe River	113345201	345,000	345,000
Greene	091564591	115,000	115,000	Transylvania	030494215	115,000	115,000
Guilford	071563613	115,000	115,000	Union	079051637	115,000	115,000
Halifax	014305957	115,000	115,000	Wake	019625961	115,000	115,000
Harnett	091565986	115,000	115,000	Warren	030239953	115,000	115,000
Haywood	070620232	115,000	115,000	Wayne	040036170	115,000	115,000
Henderson	085021470	115,000	115,000	Wilkes	067439950	115,000	115,000
Hoke	091563643	115,000	115,000	Wilson	075585695	115,000	115,000
Hyde	832526243	115,000	115,000	Yadkin	089910624	115,000	115,000
Iredell	074504507	115,000	115,000				



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

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

**From:**  
Cris Harrelson, Health Director

Health and Human Services - Health Services – Annual Board of Health Policies

**Issue/Action Requested:**

Request that the Board of Commissioners review and approve annual Board of Health policies.

**Background/Purpose of Request:**

As part of Local Health Department Accreditation requirements, certain Board of Health policies must be reviewed and approved by the Board of Health/Board of Commissioners annually. These policies are as follows:

Orientation and Education for Board of Health Members: The purpose of this policy is to address the orientation of new Board members so they can be effective in their roles and to ensure that all Board members remain current on health issues and best practices that affect Brunswick County.

Procedures for Adjudications: The Board of Health may be asked to review action taken by health department staff in regard to investigational findings and/or rule enforcement action. The public or involved party may bring the matter to the board and a hearing may result. The purpose of this policy is to ensure certain procedures specified in G.S. 130A-24 are followed.

Procedures for Rule-Making: Local Boards of Health have the authority to pass rules to protect and promote public health. The purpose of this policy is to make the Board of Health aware of their authority and the proper procedures needed when considering or adopting rules.

Staff recommends approval of the policies.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners review and approve annual Board of Health policies.

**ATTACHMENTS:**

Description

- ☐ Orientation of BOH Members
- ☐ Procedures for Adjudications
- ☐ Procedures for Rule-Making

# Brunswick County Health Services Policies and Procedures

## Program Name: Board of Health

Effective Date:	_____
Revision Date:	_____
Approved By:	_____
Date Approved:	_____

**Policy Title:** Orientation and Education for Board of Health Members

**Policy:**

Because Board members come from a variety of community groups and backgrounds they may have little knowledge of public health. By properly orienting new BOH members to their role and the functions of public health, they can better serve Health Services and Brunswick County. Ongoing training will aid Board members in broadening their knowledge in current health issues.

**Purpose:**

To orient new Board members so they can be effective and to ensure that all Board members remain current on health issues and best practices that affect Brunswick County.

**Procedures:**

1. Board members will receive orientation within the first year of their appointment.
  - a. Each Board member will meet with the Health & Human Services Director and/or Health Director to review the Board of Health handbook and the most recent Community Health Assessment or State of the County Health Report.
  - b. The Health Director is responsible for reviewing and updating the Board of Health handbook. The material included should be regularly updated and information replaced as appropriate.
2. Board members will participate in ongoing continuing education.
  - a. Board members will receive ongoing training related to the responsibilities and authority of the local board of health. It could also cover any relevant or emerging public health topic (such as isolation or quarantine authorities as related to an emerging infectious disease or updates to state environmental health rules). The training must include/highlight the BOH rule-making or other authority as it relates to that topic. On-going training can be done in groups, one on one, or through self-guided training and must occur at least once every 4-year accreditation cycle.

Approved and adopted by the Brunswick County Commissioners on \_\_\_\_\_.

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Health and Human Services Director



# Brunswick County Health Services Policies and Procedures

## Program Name: Board of Health

Effective Date:	_____
Revision Date:	_____
Approved By:	_____
Date Approved:	_____

**Policy Title:** Procedures for Adjudications

**Policy:**

The Board of Health may be asked to review action taken by health department staff in regard to investigational findings and/or rule enforcement action. The public or involved party may bring the matter to the board a hearing may result.

**Purpose:**

Because of possible legal action, certain procedures specified in G.S. 130A-24 must be followed.

**Procedures:**

The Board of Health must follow NC General Statute 130A-24 during an adjudication process and appeals procedure.

If, during the 4-year accreditation process, there have not been any adjudications, evidence of a signed Board of Health Statement to that effect is required.

Approved and adopted by the Brunswick County Commissioners on \_\_\_\_\_.

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Health and Human Services Director

# Brunswick County Health Services Policies and Procedures

## Program Name: Board of Health

Effective Date:	_____
Revision Date:	_____
Approved By:	_____
Date Approved:	_____

**Policy Title:** Procedures for Rule-Making

**Policy:**

Local Boards of Health have the authority to pass rules to protect and promote public health.

**Purpose:**

When considering or adopting rules, it is important for the Board of Health to be aware of their authority and the proper procedures needed.

**Procedures:**

The Board of Health must follow NC General Statute 130A-39 to adopt rules to protect and promote public health.

If, during the 4-year accreditation process, a rule has not been adopted, a signed Board of Health Statement to that effect is required.

Approved and adopted by the Brunswick County Commissioners on \_\_\_\_\_.

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Health and Human Services Director



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

**From:**  
Bob Shaver, County Attorney

**Action Item # V. - 13.**

Resolution for Special Election on Brunswick Forest Annexation to  
Brunswick Regional H2GO Sanitary District

**Issue/Action Requested:**

Approve Resolution Directing the Board of Elections to Hold a Special Election on Annexation of Brunswick Forest to the Brunswick Regional H2GO Sanitary District.

**Background/Purpose of Request:**

On July 13, 2021 Brunswick Regional H2GO adopted a resolution accepting a petition of at least 15% of residents within the territory commonly known as Brunswick Forest seeking annexation to the H2GO sanitary district.

In accordance with procedures set out in G.S. 130A-69, H2GO notified the Brunswick County Board of Commissioners of the petition and that it had requested a hearing with the NC Commission for Public Health.

The NC Commission for Public Health adopted a resolution on August 24, 2021, following a public hearing, whereby it approved the extension of boundaries and authorized the Sanitary District to proceed further with the holding of a special election regarding the annexation and extension of its boundary lines.

By statute, the Board of Commissioners has no discretion in this matter and, having received the resolution from the NC Commission on Public Health "shall order and provide for the holding of a special election in accordance with G.S. 163-287 upon the question of annexation within the territory proposed to be annexed."

The election must be held in conjunction with the general election on November 2, 2021, and the costs of the special election shall be paid by the sanitary district.

**Fiscal Impact:**

Not Applicable

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board approve Resolution Directing the Board of Elections to Hold a Special Election on Annexation of Brunswick Forest to the Brunswick Regional H2GO Sanitary District.

**ATTACHMENTS:**

Description

- ☐ Resolution Ordering Special Election
- ☐ NC Commission for Public Health Resolution

**RESOLUTION DIRECTING THE BOARD OF ELECTIONS TO HOLD A  
SPECIAL ELECTION ON ANNEXATION OF BRUNSWICK FOREST TO  
THE BRUNSWICK REGIONAL H2GO SANITARY DISTRICT**

**WHEREAS**, North Carolina General Statute 130A-69 sets out procedures whereby a sanitary district may extend its boundaries; and

**WHEREAS**, Brunswick Regional H2GO Sanitary District has pursued annexation of the Brunswick Forest residential development to the district by virtue of the petition process described in G.S. 130A-69; and

**WHEREAS**, the North Carolina Commission for Public Health adopted a resolution on August 24, 2021, following a public hearing, whereby it approved the extension of boundaries and authorized the Sanitary District to proceed further with the holding of a special election regarding the annexation and extension of its boundary lines; and

**WHEREAS**, upon such approval by the North Carolina Commission for Public Health, G.S. 130A-69 states that the Board of Commissioners “shall order and provide for the holding of a special election in accordance with G.S. 163-287 upon the question of annexation within the territory proposed to be annexed.”

**NOW, THEREFORE, BE IT RESOLVED** that Brunswick County orders and directs the Brunswick County Board of Elections to conduct a special election upon the question of annexation of Brunswick Forest to the Brunswick Regional H2GO Sanitary District. The special election shall be conducted in accordance with G.S. 163-287 and the costs of the election shall be paid by the sanitary district.

This the 7th day of September 2021.

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Randell Thompson, Chairman  
Brunswick County Board of Commissioners

ATTEST:

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Daralyn Spivey  
Clerk to the Board

RESOLUTION OF THE NORTH CAROLINA COMMISSION FOR PUBLIC HEALTH  
EXTENDING THE BOUNDARY LINES OF  
BRUNSWICK REGIONAL WATER & SEWER H2GO,  
A SANITARY DISTRICT LOCATED IN BRUNSWICK COUNTY

At a special meeting of the Commission for Public Health ("Commission") duly called and held by WebEx on the 24th day of August, 2021, the Commission considered a proposal to extend the boundary lines of Brunswick Regional Water & Sewer H2GO, a Sanitary District in Brunswick County, North Carolina, in accordance with N.C.G.S. § 130A-69.

The members of the Commission present at the August 24, 2021 meeting were as follows: Ron May, Venkata Jonnalagadda, Gene Minton, Douglas Sheets, Michael Riccobene, Sharon West, Joseph Gordon, Don Chaplin, and Janelle Rhyne.

On the motion of Dr. Jonnalagadda, which was duly seconded by Dr. Sheets, the following Resolution extending the boundary lines of Brunswick Regional Water & Sewer H2GO, a Sanitary District located in Brunswick County, North Carolina was adopted, in accordance with N.C.G.S. § 130A-69, by unanimous vote.

BE IT RESOLVED: That the Commission for Public Health upon giving due consideration to the proposal to extend the boundary of the Brunswick Regional Water & Sewer H2GO, a Sanitary District, Brunswick County, North Carolina, finds the following facts related thereto to wit:

- (A) That fifteen percent or more (15.2%) of the resident freeholders within the territories proposed to be annexed by the Brunswick Regional Water & Sewer H2GO, a Sanitary District, petitioned the Sanitary District Board for the extension of the sanitary district boundaries.
- (B) That the territories proposed to be annexed are contiguous to and adjoining the Brunswick Regional Water & Sewer H2GO, a Sanitary District, as described in the petition for extension.
- (C) That upon receipt of the petition for extension, the Brunswick Regional Water & Sewer H2GO, a Sanitary District Board sent a copy to the Brunswick County Board of Commissioners and the Commission for Public Health and requested a joint public hearing on the question of annexation in accordance with N.C.G.S. § 130A-69.

- (D) That upon receipt by the Commission for Public Health, the request for a joint public hearing was forwarded to the Department of Environmental Quality's Public Water Supply Section.
- (E) That a public notice of intent to extend the Brunswick Regional Water & Sewer H2GO, a Sanitary District, was published not less than fifteen (15) days prior to the hearing in the Wilmington StarNews, a newspaper that circulates in the Sanitary District and the territories proposed to be annexed, and its online corollary, starnewsonline.com.
- (F) That a joint public hearing between the Sanitary District Board and the Public Water Supply Section of the Department of Environmental Quality was held on August 17, 2021, at 5:00 PM at the Town of Leland's Town Hall, 102 Town Hall Drive, Leland, NC 28451.
- (G) That approximately 14 people were in attendance at the joint public hearing conducted by the Sanitary District Board, including Jay Frick for the Public Water Supply Section, Department of Environmental Quality.
- (H) That, of the people attending the joint public hearing, none opposed the expansion of the Brunswick Regional Water & Sewer H2GO, a Sanitary District.
- (I) That the Department of Environmental Quality supports the extension of the Brunswick Regional Water & Sewer H2GO, a Sanitary District.

THEREFORE, BE IT FURTHER RESOLVED: That in the opinion of the Commission for Public Health, the territories described in said petition should be annexed as part of the Brunswick Regional Water & Sewer H2GO, a Sanitary District, and that it is for the best interest of the residents and inhabitants of said territories for the purpose of preserving and promoting the public health of the community. Therefore, the said territories are hereby approved for annexation and establishment as part of the Brunswick Regional Water & Sewer H2GO, a Sanitary District, Brunswick County, North Carolina, in accordance with and pursuant to N.C.G.S. § 130A-69.

The boundaries of said extensions as described in said petition are hereby set out as follows, to wit:

Brunswick Forest 4,984.8+- Acres

Beginning at a right of way monument on the southern right of way of U.S. Highway Number 17 (public right of way) said monument is shown on said map cabinet 24 page 237:

Proceed right from said point of beginning and with the southern right of way of U.S. Highway Number 17 67-15-16 E 80.53 ft. to a point, thence S 72-23-07 E 65.88 ft. to a point, thence N 66-58-40 E 648.48 ft. to a point at the intersection of the southern right of way of U.S. Highway Number 17 and State Road Number 1553, thence continuing with said right of way N 66-58-40 E 24.23 ft. to a point, thence S 72-45-43 E 39.09 ft. to a point, thence N 26-48-59 E 70.25 ft. to a point, thence 66-48-45 E 414.29 ft. to a right of way monument, thence, N 67-13-43 E 165.92 ft. to a right of way monument, thence N 65-18-53 E 1,014.65 ft. to a right of way monument, thence N 68-16-10 E 454.45 ft. to a right of way monument, thence N 68-13-30 E 60.32 ft. to a right of way monument, thence N 67-12-13 E 2,173.40 ft. to a right of way monument, thence N 67-00-11 E 61.84 ft. to an iron, thence leaving said right of way and with the center of a soil road S 26-51-07 W 114.80 ft., thence S 01-15-19 W 49.99 ft., thence S 01-39-52 E 99.98 ft., thence S 08-49-00 E 100.00 ft., thence S 16-02-11 E 2,630.14 ft. to an iron, thence N 61-50-10 E 616.34 ft. to an iron, thence N 68-58-28 E 1,264.11 ft. to an iron, thence N 78-07-06 E 99.95 ft. to an iron, thence S 77-31-22 E 100.01 ft. to an iron, thence S 57-34-33 E 1,387.66 ft. to a point, thence S 88-42-54 E 656.57 ft. to an iron, thence S 89-54-08 E 660.10 ft. to a point, thence N 74-18-30 E 832.66 ft. to a point on the western right of way of a Carolina Power and Light 170 ft. right of way, thence with said western right of way S 20-31-57 E 372.91 ft. to an iron, thence S 20-43-40 E 4,400.16 ft. to a concrete monument, thence leaving said western right of way and with the southern line of the Mallory Creek North tract (map cabinet 19 page 223) N 80-27-11 E 205.97 ft., thence N 73-46-55 E 474.26 ft., thence N 76-16-31 E 427.09 ft., thence N 76-16-31 E 427.09 ft., thence N 80-50-32 E 201.88 ft., thence N 73-53-43 E 196.26 ft., thence S 72-00-29 E 199.97 ft., thence N 73-15-43 E 89.34

ft., thence 87-22-03 E 88.79 ft., thence S 89-19-40 494.50 ft., thence N 79-50-09 E 304.27 ft., thence S 64-34-32 E 731.24 ft., thence S 43-04-04 E 573.32 ft., thence S 55-46-19 E 620.49 ft., thence S 52-58-07 E 367.92 ft., thence S 71-56-54 E 281.14 ft., thence S 12-57-30 E 298.69 ft., thence S 56-25-40 E 331.42 ft., thence, S 39-02-56 E 778.51 ft., thence S 46-11-38 E 833.81 ft. to a point on the northern edge of Mallory Creek, thence with said edge of Mallory Creek S 87-56-58 E 422.65 ft. to a point, thence S 58-09-41 E 229.44 ft. to a point, thence S 80-40-23 E 270.41 ft. to a point, thence S 84-01-35 E 332.54 ft. to an iron (said iron is located at S 46-02-46 W 1,946.45 ft. from U.S.C & G.S. monument "Johnson 2"), thence leaving the edge of Mallory Creek S 00-05-59 E 1,618.53 ft to an iron, thence S 25-02-29 E 2,849.34 ft. to an iron, thence with the run of a small branch S 44-55-51 E 103.25 ft., S 29-50-37 E 145.09 ft., S 12-03-52 E 96.85 ft., S 57-33-40 E 296.62 ft., S 53-41-07 E 217.58 ft., S 39-35-07 152.36 ft., S 12-03-52 E 108.16 ft., S 33-16-36 E 55.64 ft., S 38-33-49 E 54.85 ft., thence S 29-16-17 E 83.73 ft., S 28-49-19 E 78.18 to a point in the run of Beaver Dam Branch thence with said run S 76-04-48 W 865.17 ft., S 66-45-50 W 1,211.40 ft., S 62-30-11 W 1,249.38 ft., S 62-30-11 W 1,249.38 ft., S 59-50-05 W 288.48 ft., S 70-40-24 W 608.11 ft., S 51-51-37 W 424.05 ft., N 88-11-26 W 295.20 ft., N 50-32-50 W 672.45 ft., N 72-17-12 W 762.54 ft., thence S 89-54-53 W 206.24 ft. to an iron in the eastern line of the Trask Family Holdings Tract, thence with said line N 20-51-52 W 3,990.14 ft. to a point, thence S 68-59-43 W 6,079.76 to a granite stone, thence S 46-43-20 W 1,636.33 ft. to a point in the eastern right of way of the Sunny Point Railroad right of way, thence S 46-43-20 W 248.33 ft. to a point in the western right of way of said Railroad, thence S 46-43-20 W 591.73 ft. to an axle at the southeastern corner of the Hugh McRae II tract (deed book 1002 page 921), thence with McRae's line N 03-30-30 W 1,778.51 ft. to an axle, thence N 54-38034 W 883.53 ft. to an iron in the run of Horse Branch, thence with the run of Horse Branch S 48-15-30 W 299.66 ft., S 34-29-06 W 183.05 ft., S 19-41-36 W 420.79 ft., S 10-16-53 E 265.59 ft., S 55-16-41 W 216.61 ft., N 82-11-10 W 206.87 ft., S 81-24-45 W



261.47 ft., N 84-06-29 W 247.09 ft., S 65-58-21 W 247.59 ft., S 59-43-32 W 201.13 ft., S 19-43-10 W 305.37 ft., S 33-58-09 W 220.63 ft., S 66-44-57 W 172.15 ft., S 11-14-36 E 230.53 ft., S 38-06-33 E 348.73 ft., S 38-20-03 E 341.78 ft. to appoint in the run of Town Creek, thence with the run of Town Creek S 59-02-19 W 369.01 ft., S 39-56-56 W 505.20 ft., S 68-06-44 W 599.95 ft., N 73-58-34 W 146.56 ft., N 18-21-53 W 178.70 ft., N 04-25-46 E 321.73 ft., N 19-47-27 E 333.86 ft., N 01-23-25 W 195.27 ft., N 31-57-33 W 194.22 ft., N 53-38-29 W 198.28 ft., N 59-59-12 W 311.31 ft., N 51-12-06 W 1,522.14 ft., N 60-35-44 W 249.91 ft., N 87-50-11 W 337.98 ft., S 70-40-37 W 1,309.23 ft., S 54-07-29 W 403.15 ft., S 52-39-37 W 173.73 ft., N 80-08-29 W 121.23 ft., N 23-14-47 W 128.14 ft., N 24-04-23 E 410.55 ft., N 05-03-15 W 239.93 ft., N 19-40-26 W 401.44 ft., N 09-41-53 E 91.79 ft., N 28-15-46 E 218.29 ft., N 79-08-02 E 158.47 ft., S 35-39-33 E 163.71 ft., S 02-58-53 W 311.25 ft., S 27-20-23 E 172.05 ft., S 78-10-50 E 151.98 ft., N 38-05-05 E 136.64 ft., N 09-49-45 E 380.26 ft., N 24-15-52 E 310.39 ft., N 34-08-48 E 441.65 ft., N 18-26-47 E 774.81 ft., N 33-56-02 E 511.12 ft., N 08-14-37 W 310.70 ft., N 25-56-12 W 286.17 ft., N 70-33-48 W 149.14 ft. to a point, thence leaving the run of Town Creek N 04-10-32 E 118.56 ft. to a granite stone, thence N 04-10-32 E 4,443.86 ft. to a granite stone, thence N 83-19-15 W 259.79 ft. to an iron, thence with the eastern line of the Edward Burton Estate (plat book Q page 110) N 38-08-51 E 2,612.54 ft. to an iron, thence S 88-09-30 W 2,172.65 ft. to an iron, thence N 01-32-52 E 407.67 ft. to an iron by a disturbed axle, thence S 89-50-27 W 1,019.23 ft. to a point in the centerline of Hewitt Burton road, thence with said centerline N 01-29-42 E 232.71 ft., N 00-05-54 E 100.10 ft., N 03-44-02 W 100.21 ft., N 09-59-41 W 100.08 ft., N 14-54-37 W 100.15 ft., N 20-31-20 W 100.08 ft., N 27-12-37 W 100.09 ft., N 32-45-36 W 100.11 ft., N 35-39-00 W 100.13 ft., N 36-11-03 W 72.41 ft., N 36-37-35 W 73.69 ft. to a point, thence leaving said centerline N 87-05-06 E 1,352.15 ft. to an iron, thence N 01-04-25 E 1,929.01 to an axle, thence N 00-39-25 W 151.16 ft. to the point of beginning according to a partial survey and computations by Hanover Design Services, P.A.

Brunswick Forest 30.63 Acres

A certain tract or parcel of land lying and being in Town Creek Township, Brunswick County, North Carolina, and being a former portion of the Todd tract as described in deed book 204 page 657 of the Brunswick County Registry, and being more particularly described as follows:

Beginning at an existing iron rebar located on the eastern right of way of Kay Todd Road (SR 1553, 60 ft. public right of way) marking the southwestern corner of the Roy D. and Peggy Ann H. Todd 5-acre tract as shown in Map Cabinet 23 Page 281 of the Brunswick County Registry, said corner further located the following bearing and distance from the apparent centerline intersection of Kay Todd Road with the centerline of Heights Place, SE (60' right of way) N 11-35-59 W a distance of 450.78 ft. to the point of beginning:

Proceed thence with the eastern right of way of Kay Todd Road N 15-21-56 W a distance of 462.00 ft. to an existing iron pipe marking the northwest corner of the Todd tract, thence leaving said right of way and with the northern line of the Todd tract S 83-04-15 E a distance of 760.52 ft. to an existing iron rebar marking the western right of way of the Sunny Point Railroad (175' easement, DB. 110 PG. 506), thence continuing with the northern line of the Todd tract S 83-04-15 E a distance of 110.09 ft. to a PK Nail located in the centerline of the Sunny Point Railroad easement, thence continuing with the northern line of the Todd tract S 84-09-28 E a distance of 13.65 ft. to an existing rebar, thence continuing with the northern line of the Todd tract S 83-07-04 E a distance of 1,087.00 ft. to an existing concrete monument marking the northeast corner of the Todd tract (DB. 204 PG. 657), thence with the eastern line of the Todd tract S 15-43-54 E a distance of 1,028.38 ft. to an existing concrete monument, thence with the southern line of the Todd tract N 83-41-25 W a distance of 961.91 ft. to a point on the western right of way of the Sunny Point Railroad 175' easement, thence with said

western right of way N 31-25-43 W a distance of 991.58 ft. to an existing iron rebar marking the southeast corner of the Roy D. and Peggy Ann H. Todd tract S 79-07-20 W a distance of 441.02 ft. to an existing iron rebar, thence continuing with said southern line S 76-29-16 W a distance of 327.10 ft. to an existing iron rebar which is the point of beginning and containing 30.63 acres according to survey and computations by Hanover Design Services, P.A. in June 2006.

All bearings are relative to NC Grid (1983).

Brunswick Forest 4.86 Acres (formerly portion of Cameron tract)

A certain tract or parcel of land laying and being in Town Creek Township, Brunswick County, North Carolina, and being formerly part of the Bruce B. Cameron land as shown in map cabinet 17 pages 167 and 168 register of Brunswick County, North Carolina, and being more particularly described as follows:

Beginning on an existing iron located on the southern right of way of Highway 17 (300 ft. public right of way), said iron being the northwestern corner of the aforesaid Bruce B. Cameron tract as shown in map cabinet 17 pages 167 and 168:

Proceed then with the Bruce B. Cameron land S 26-51-07 W 114.80 ft. to an older iron, thence continuing with the Cameron land S 01-17-57 W 49.97 ft. to an old iron, thence continuing with said Cameron land S 01-38-11 E 100.01 ft. to an old iron, thence continuing with said Cameron land S 08-47-39 E 100.03 ft. to an old iron, thence continuing new line a curve to the right having a radius of 925.00 ft. a chord of N 07-12-44 W 283.33 ft. to an iron, thence N 01-35-38 E 485.35 ft. to an iron thence a curve to the left having a radius of 1,075.00 ft. a chord of N 05-12-37 W 255.35 ft. to an iron, thence a curve to the left having a radius of 134.00 ft. a chord of N 17-55-55 W 222.42 ft. to an iron, thence N 22-47-47 W 240.75 ft. to an iron on

the southern right of way of Highway 17, thence with said right of way S 66-39-50 W 72.38 ft. to a point of beginning and containing 4.86 acres according to a survey by Hanover Design Services, P.A. in June of 2004.

BE IT FURTHER RESOLVED: That the Public Water Supply Section of the Department of Environmental Quality shall send a certified copy of this resolution to the Board of Commissioners of the Brunswick Regional Water & Sewer H2GO, a Sanitary District, Brunswick County, North Carolina, to the end that the Sanitary District may proceed further with the holding of a special election regarding the annexation and extension of its boundary lines, in accordance with and pursuant to N.C.G.S. § 130A-69. Further, that the Public Water Supply Section of the Department of Environmental Quality shall send a certified copy of this resolution to the Board of Commissioners Brunswick County, North Carolina.

NORTH CAROLINA  
WAKE COUNTY

I, Mark T. Benton, Assistant Secretary for Public Health, do hereby certify that the foregoing is a true and accurate copy of the resolution adopted by the Commission for Public Health at a special meeting duly called and held by WebEx on the 24th day of August, 2021, related to the annexation and extension of the boundary lines of the Brunswick Regional Water & Sewer H2GO, a Sanitary District, Brunswick County, North Carolina.

Witness my hand this 26 day of August, 2021.

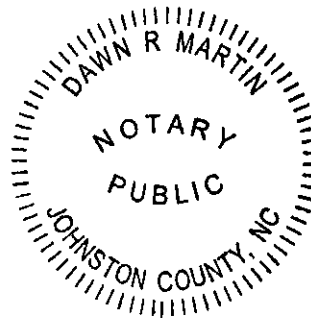
Mark T. Benton

Mark T. Benton  
Assistant Secretary for Public Health  
NC Department of Health and Human Services

Subscribed and sworn to me on this 26<sup>th</sup> day of August, 2021.

Dawn R Martin  
Notary Public

My Commission Expires 2-10-2026.





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

**From:**  
Elizabeth Bynum

**Action Item # V. - 14.**

Sheriff's Office - Video Agreement with WatchGuard Video Inc.  
(Motorola Solutions Inc.)

**Issue/Action Requested:**

Request that the Board of Commissioners approve a five (5) year agreement with WatchGuard Video Inc., now part of Motorola Solutions Inc., in conjunction with the Sheriff's Office body camera and associated video storage system, subject to review and approval by the County Attorney.

**Background/Purpose of Request:**

The Sheriff's Office is continuing to replace and upgrade its obsolete body cameras through WatchGuard Video, Inc., a wholly-owned subsidiary of Motorola Solutions, Inc. In FY21, the Board approved a similar agreement to upgrade the Patrol Division; this agreement will now focus on the Detention Center and other divisions including the School Resource Officer Division. The agreement is for five years for just over \$63,000/year. The majority of these funds were part of the approved FY22 budget, and the remaining portion, \$23,639, will be covered by Brunswick County Schools in the first year, with \$19,404 in years two through five. BCS will be billed once the project is approved by the Board.

**Fiscal Impact:**

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations  
Budget amendment is to appropriate school reimbursement revenues of \$23,639 for the equipment purchase.

**Approved By County Attorney:**

Yes

**County Attorney's Recommendation:**

subject to final review and approval of County Attorney

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve a five (5) year agreement with WatchGuard Video Inc., now part of Motorola Solutions Inc., in conjunction with the Sheriff's Office body camera and associated video storage system, subject to review and approval by the County Attorney.

**ATTACHMENTS:**

Description

- ☐ Quote
- ☐ 20210907 Budget Amendment Sheriff WatchGuard Video.pdf

**WatchGuard Video**

415 E. Exchange  
Allen, TX 75002  
(P) 800-605-6734 (F) 212-383-9661

**Prepared For:**

Brunswick County Sheriff's Department Attention: Allison Simpson  
Brunswick VAAS (103) V300 (8) TS 7.12.21

**QUOTATION - R11-0165-05****DATE: 07-12-21**

## PROJECT QUOTATION

We at WatchGuard Video are pleased to quote the following systems for the above referenced project:

Deliverables / Materials / Services	Qty	Unit Price	Amount
<b>Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ \$49 per Month</b> AAS-BWC-5YR-001 ( <i>PaaS</i> ) Video-as-a-Service includes CommandCentral Evidence, the cloud-based evidence management system with unlimited device storage and unlimited cloud sharing. User licenses on a per-device basis. 50 GB of non-device storage included per device, averaged across all devices in the program CommandCentral Evidence, Records, Redaction, Sharing, Community Engagement capabilities and capture application included. Body-worn camera (battery + choice of mount included) Third year technology (Hardware) refresh. 5-year agreement (billed Quarterly or Annually) Advanced hardware replacement service & 24/7 support No-Fault hardware warranty	103	\$2,940.00	\$302,820.00
<b>V300, WiFi/Bluetooth Wearable Camera, with Magnetic Chest Mount</b> BW-V30-10-- V300, WiFi/Bluetooth Wearable Camera Magnetic Chest Mount	5	\$0.00	\$0.00
<b>V300 CAMERA MOUNT, M330 MOLLE LOOP W/ QUICK RELEASE LEVERS</b> WGP02836	27	\$47.50	\$1,282.50
<b>V300, Camera Mount, M300, Magnetic w/ Quick Release Levers</b> WGP02798	103	\$0.00	\$0.00

V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh	100	\$0.00	\$0.00
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WGP02614

Pre Configured V300 Transfer Station II with Power Supply and Cables.	8	\$1,495.00	\$11,960.00
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BW-ACK-V3-TSC

V300 Transfer Station II

TS02, D350, 8-Slot Rack Mount Charge/Upload Dock, 10GB

includes kit with Power Supply and Cables.

Freight Charge (BWC)	108	\$15.00	\$1,620.00
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TEST\_FREIGHT\_PN

FOB First Destination

Total Price	\$317,682.50
Amortized	\$302,820.00
Direct Purchase Items	\$14,862.50
Due Now	\$75,426.50
Annual Invoice	\$60,564.00

### Purchase as a Service (PaaS) Financial Profile

Total Price:	\$302,820.00
Contract Term:	5 Years
Monthly Payments:	\$5,047.00
Annual Invoice:	\$60,564.00

### Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.



5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. NOTE TO SELLER: For existing customers, please validate whether additional terms are required for the sale of any new product, software, service or subscription with your assigned territory legal resource.

**Quoted by: Dianne Kiehne - 800-605-6734 - [dianne.kiehne@motorolasolutions.com](mailto:dianne.kiehne@motorolasolutions.com)**

Motorola Solutions, Inc.  
Dianne Kiehne  
Date \_\_\_\_\_

**Re:** R11-0165-05

**Agency:** Brunswick County Sheriff's Department

**Total Cost:** \$317,682.50

**Contract Reference:** Brunswick VAAS (103) V300 (8) TS 7.12.21

Please be advised that the Brunswick County Sheriff's Department will purchase the goods and/or services offered in your Quote R11-0165-05. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda.

Specified Contract: Master Customer Agreement and attached addenda, signed concurrently herewith.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to \_\_\_\_\_, the funds for this purchase has been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference 'R11-0165-05' and be sent to:

Brunswick County Sheriff's Department

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

Brunswick County Sheriff's Department

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sincerely,

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Request Info	
Type	Budget Amendment
Description	Sheriff-WatchGuard Video
Justification	Board Meeting 09/07/2021-Appropriate \$23,639 of miscellaneous revenues for the Brunswick County Schools portion of the upgrade to the School Resource Officer Division body cameras.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104320	383900	Detention Center	Miscellaneous Revenues	23639	Increase	Credit
104320	444000	Detention Center	Service and Maint Contracts	23639	Increase	Debit

Total	
Grand Total:	47278



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

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

**Action Item # V. - 15.**

Utilities - Northwest WTP Concentrate Discharge Pipeline FACO  
(John Nichols, PE, Director of Public Utilities)

**Issue/Action Requested:**

Request that the Board of Commissioners approve the Final Adjusting Change Order No. 1 with TA Loving Company for the Northwest Water Treatment Plant (NWTP) Concentrate Discharge Pipeline Project. This change order will result in a contract deduction in the amount of \$354,655.51 and no time extension.

**Background/Purpose of Request:**

On May 18, 2020, the Board of Commissioners approved a budget amendment and Notice of Award and authorized the Chairman and Clerk to the Board to execute the construction contract with T. A. Loving Company for the construction of the NWTP Concentrate Discharge Pipeline in the amount of \$6,595,000. A Notice to Proceed was then issued on June 5, 2020, to allow construction to begin.

The concentrate discharge pipeline is needed to carry the discharge associated with the Reverse Osmosis water treatment process at the Northwest Water Treatment Plant. The project consisted of approximately 4.5 miles of 18-inch diameter pipe, several highway crossings, and several locations requiring horizontal directional drills to avoid disturbing wetlands. Installation of the permitted outfall into the Cape Fear River required a temporary coffer dam and work from barges in the river.

This change order reflects additions and subtractions to unit price items as well as some additional work due to unanticipated soil conditions encountered at the river outfall. The result is a deduct to the contract in the amount of \$354,655.51 setting the revised contract total to \$6,240,344.49.

Staff recommends the Board of Commissioners to approve Final Adjusting Change Order No. 1 with TA Loving Company for the NWTP Concentrate Discharge Pipeline Project.

**Fiscal Impact:**

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

**Approved By County Attorney:**

Yes

**Advisory Board Recommendation:**

Not Applicable.

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve the Final Adjusting Change Order No. 1 with TA Loving Company for the Northwest Water Treatment Plant (NWTP) Concentrate Discharge Pipeline Project. This change order will result in a contract deduction in the amount of \$354,655.51 and no time extension.

**ATTACHMENTS:**

Description

▣ Utilities - NWTP Concentrate Discharge Pipeline FACO - Attach 1

BRUNSWICK COUNTY  
CHANGE ORDER NO. **1**

PROJECT:  
**NWTP Concentrate  
Discharge Piping Project**  
ORIG. TIME OF COMP.  
**455 Calendar Days**  
ORIG. DATE OF COMP.  
**September 3, 2021**

CAUSE CODE:

**FOR BC USE ONLY**

- ☐ OR Owner Request  
☐ CR Contractor Request
- ☐ DR Designer Request
- ☐ CC Concealed Condition
- ☐ DE Design Error  
☐ DO Design Omission  
☐ SC Schedule Change  
☐ OT Other

Under the terms of the Contract and without invalidating the original provisions thereof, the following change(s) in work is(are) authorized for the change in Contract amount herein set forth: (Description of change order with detailed breakdown attached)

Final adjusting change order includes:

Pay Item	Pay Item Description	Unit	Est. Quantity (Bid)	Unit Price (Bid)	Extended Price (Bid)	Actual Quantity	Actual Cost	FINAL ADJUSTMENTS
1	Change Order (Allowance)			\$150,000.00	\$150,000.00		\$38,500.00 <sup>1</sup>	(\$111,500.00)
2	Materials Testing (Allowance)			\$40,000.00	\$40,000.00		\$12,080.49	(\$27,919.51)
3	Full Depth AC Pavement Replacement	SY	1,850	\$185.00	\$342,250.00	664	\$122,840	(\$219,410.00)
4	Concrete Driveway Replacements	SY	525	\$118.00	\$61,950.00	448	\$52,864.00	(\$9,086.00)
5	15" RCP Culvert Replacements	LF	860	\$75.00	\$64,500.00	876	\$65,700.00	\$1,200.00
6	18" RCP Culvert Replacements	LF	65	\$90.00	\$5,850.00	90	\$8,100.00	\$2,250.00
7	30" RCP Culvert Replacements	LF	110	\$95.00	\$10,450.00	0	\$0.00	(\$10,450.00)
8	Remove and Replace Unsuitable Pipe Subgrade Material	CY	100	\$70.00	\$7,000.00	30	\$2,100.00	(\$4,900.00)
9	1.5" Mill and Overlay	SY	1,000	\$85.00	\$85,000.00	1,296	\$110,160.00	\$25,160.00
<b>SUM OF ADDERS</b>								<b>\$28,610.00</b>
<b>SUM OF DEDUCTS</b>								<b>(\$383,265.51)</b>
<b>TOTAL FINAL ADJUSTMENT</b>								<b>(\$354,655.51)</b>

<sup>1</sup> See Accepted Contractor Proposal No. 1 attached

The Time of Completion including previous orders is **455** calendar days and shall be ~~(increased)~~ ~~(decreased)~~ **(unchanged)** by calendar days by this change order for a revised Contract date of completion of **September 3, 2021**. (Detailed analysis supporting the requirements for a change in duration is attached)

**CONTRACT COST SUMMARY**

**TOTALS**

1. Original Contract Amount					\$6,595,000.00
2. Amount of Previous Orders	ADD	\$0	Deduct	\$0	\$0.00
3. Amount of This Order:	ADD	\$28,610.00	Deduct	(\$383,265.51)	(\$354,655.51)
4. Total additions lines 2 & 3		\$28,610.00	Minus Total Deducts:	(\$383,265.51)	(\$354,655.51)
(Line 4 shall show the net amount to be added or <b>[deducted]</b> from the <b>original</b> Contract amount.)					
5. Revised Contract Total Amount					\$6,240,344.49

[SEE FOLLOWING PAGE FOR CERTIFICATION AND SIGNATURES]

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

_____	By: _____	_____
(Contractor)		(Date)
_____	By: _____	_____
(Designer)		(Date)
_____	By: _____	_____
(Owner)		(Date)
_____	By: _____	_____
(County Commissioners)		(Date)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	Approved as to Form
---	---------------------

_____	_____
Brunswick County Finance Officer	Brunswick County Attorney

DISTRIBUTION:	1 original to Owner	1 original to Contractor
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## DESIGNER'S REQUEST FOR AUTHORIZATION TO CHANGE

DATE:

August 20, 2021

REQUEST NO.: 1

PROJECT NAME:

NWTP CONCENTRATE  
DISCHARGE PIPING  
PROJECT

OWNER:

BRUNSWICK COUNTY

CONTRACTOR:

T.A. LOVING

DESIGNER:

CDM Smith

---

### REASON FOR CHANGE:

Final adjusting change order

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### SUMMARY REVIEW OF CONTRACTOR'S ESTIMATE FOR TIME AND COST: (Attach Contractor's detailed cost breakdown of labor and materials)

1. Contractor Proposal No. 1 for unanticipated rock is attached. Contractor's proposal was reviewed and negotiated by Brunswick County.
2. Final adjustment of Unit Cost Pay Items summarized on Change Order No. 1 form (see table). Measurement and payment for unit cost pay items were agreed to by Brunswick County field inspector and reviewed by CDM Smith.

---

### DESIGNER SUMMARY:

1. Schedule items affected by this change: N/A
2. Can Contractor mitigate the change without requiring a Contract time extension? Yes
3. Will the change require a Contract time extension for other Contractors? No Which? N/A
4. Are additional costs indicated by reason of the time extension If so they must be included in 5 & 6 Below.

	CONTRACTOR'S ESTIMATE	DESIGNER'S ESTIMATE
5. Estimated cost of change:	-	-
6. Estimated time extension field cost (if any):	-	-

### DESIGNER RECOMMENDATION AND CERTIFICATION:

I certify that I have reviewed all aspects of this change order and have determined that it is in the best interest of the Owner to have the work accomplished. I have also determined that the cost and time allotment are fair and equitable, and I recommend acceptance by the Owner.

Approved by: \_\_\_\_\_ Date: August 20, 2021

Title: Vice President



**ATTACHMENT 1**

**CONTRACTOR PROPOSAL NO. 1  
DESIGN/COUNTY ACCEPTED**

**Change Proposal**  
**Brunswick County**

**Date:** 8/11/21

**Project Name:** NW WTP Concentrate Line

**Designer:** CDM Smith

**Contractor:** TA Loving

**Designer Rep:** Ryan Bucceri

**Contractor Rep:** Jason Hill

The Contractor recommends the following change to the project with associated changes to the Time of Completion and/or total project cost:

Removal of rock from the river work excavation for gabion wall and discharge line.

This change will: ADD SUBTRACT NOT CHANGE (circle as appropriate) the total project cost by \$ \$38,500.00.

The total change to the Time of Completion shall be an: INCREASE DECREASE (circle as appropriate) of \_\_\_\_\_ days.

A breakdown of the proposed work is attached. No work shall be commenced until authorized by the Owner. All work shall be in accordance with the terms, stipulations, and conditions of the Contract Documents.

**SIGNATURES:**



Contractor

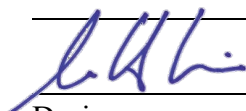
8/11/21

Date

Designer's Action: ☒ Recommend ☐ Do Not Recommend

☐ Recommend with the following changes

Contractor's proposal was reviewed and negotiated by Brunswick County.



Designer

8/17/21

Date

Equipment		
Quantity	Type	
6	Sections of Shugart Sectional Barges	
2	LS - 108 LinkBelt Cranes	
1	28' Madison Push Boat	
1	25' Safety Boat	
2	Thompson 6" Pump	
1	Light Plant	
1	50 Vibro Hammer	
1	B-2005 Pile Hammer	
1	Komatsu Long Reach Excavator	
1	JD 210 Excavator	
1	Yanmar 30 Mini Excavator	
1	Stanley Excavator Mounted Breaker	
1	Fuel	
Equipment Daily Rate		\$ 4,561.00
<b>Total Weekly Equipment</b>		<b>\$ 22,805.00</b>
Labor		
Quantity	Type	
5	Pile Driving/Barge Crew	
Labor Daily Rate		\$ 3,139.00
<b>Total Weekly Labor</b>		<b>\$ 15,695.00</b>
<b>Total Rock Removal Request \$ 38,500.00</b>		



## **Brunswick County Board of Commissioners**

### **ACTION AGENDA ITEM**

**September 7, 2021**

#### **Action Item # V. - 16.**

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

Utilities - Stanbury Creek Sewer Transmission Line  
Reimbursement

#### **Issue/Action Requested:**

Request that the Board of Commissioners approve entering into a Sewer Transmission Reimbursement agreement in the amount of \$380,000.00 with Stanbury Creek NC, LLC and RHH Land Investors LLC, the developers of the Stanbury Creek and Marsh Walk developments respectively, authorize the County Attorney to draft either a two-party or three-party agreement subject to a deviation from the bidding requirements listed in the County Sewer Use Ordinance (SUO), and authorize the chairman and clerk to execute the agreement.

#### **Background/Purpose of Request:**

The Sewer Use Ordinance allows developers to enter into a Sewer Transmission Reimbursement Agreement with the County that allows developers who construct a sewer transmission line for their development(s) in accordance with County specifications and of a size that has additional capacity for future connection to apply for reimbursement for costs associated with construction of the sewer transmission line. The Developer has requested a Transmission Agreement for the two developments located on parcels 21600047 (Marsh Walk) and 2160004707, 2160004712, 2160004713 (Stanbury Creek) with the reimbursement arrangement being as follows:

- \$180,000 in transmission capital recover fee credits for the 180 homes in the Stanbury Creek Development
- \$100,000 in transmission capital recover fee credits for 100 homes in the Marsh Walk Development
- Up to a total of \$99,015 of the construction cost remainder amount allowed as annual reimbursements based on the number of annual connections to the main

The developer had already bid and awarded the project for construction before submitting their application for transmission reimbursement, so the request does not strictly follow the steps outlined for a Sewer Transmission Reimbursement. However, the developer did receive three bids and awarded to the lowest bidder, Hickman Utilities Inc., at \$379,015. Two other bids were received in the amount of \$481,270 and \$470,100. County staff has reviewed the low bidder's price for the work and believes it to be an excellent value based on recent similar county project bids. Also, the agreement may need to be a three-party agreement since two developments will be receiving capital recovery credits. The Board has approved a similar developer-requested variance in the past. In addition to verifying the project as a good value for the county, the county has also required certification of the bid prices by a professional engineer. These stipulations would be recommended for this agreement.

County staff requests that the Board of Commissioners resolve to allow utility staff and the County attorney to negotiate an agreement with the associated developers and authorize the Chairman and Clerk to the Board to execute the Sewer Transmission Line reimbursement agreement on behalf of the County.

#### **Fiscal Impact:**

Reviewed By Director of Fiscal Operations

#### **Approved By County Attorney:**

No

**County Attorney's Recommendation:**

Recommend denial. Project did not proceed in a manner that meets the requirements of the ordinance for reimbursement.

**Advisory Board Recommendation:**

Not Applicable.

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve entering into a Sewer Transmission Reimbursement agreement in the amount of \$380,000.00 with Stanbury Creek NC, LLC and RHH Land Investors LLC, the developers of the Stanbury Creek and Marsh Walk developments respectively, authorize the County Attorney to draft either a two-party or three-party agreement subject to a deviation from the bidding requirements listed in the County Sewer Use Ordinance (SUO), and authorize the chairman and clerk to execute the agreement.

**ATTACHMENTS:**

Description

- ▣ Utilities - May 12, 2021, Letter from Norris & Tunstall with Bids (3) - Attach 1
- ▣ Utilities - Sewer Use Ordinance Sewer Transmission Agreement Guidelines - Attach 2
- ▣ Utilities - Application for Sewer Transmission Line Agreement - Attach 3
- ▣ Utilities - Map of Proposed Sewer Line - Attach 4

**NORRIS & TUNSTALL**  
—CONSULTING ENGINEERS P.C.—

2602 Iron Gate Dr. Suite 102  
Wilmington, NC 28412  
(910) 343-9653  
(910) 343-9604 Fax

John S. Tunstall, P.E.  
T. Jason Clark, P.E.

1429 Ash-Little River Road  
Ash, NC 28420  
(910) 287-5900  
(910) 287-5902 Fax

J. Phillip Norris, P.E.  
Joseph K. Bland, P.E.  
Thomas J. Scheetz, E.I.

May 12, 2021

Randell Woodruff, County Manager  
30 Government Center Drive  
David R. Sandifer Building, Third Floor  
Bolivia, North Carolina 28422

Re: Sewer Transmission Line Agreement Request  
Stanbury Creek and Marsh Walk Subdivisions  
N&T# 20084

Dear Mr. Woodruff,

The subject project was designed and permitted to provide public sewer to the Stanbury Creek project and the Marsh Walk project on Stone Chimney Road. The cost of the design and permitting was paid for by the developers. A copy of the permit is attached. The project is 12,422 linear feet of 8 inch sewer forcemain along Stone Chimney Road and Cedar Grove Road. The forcemain size was revised to 8 inches to allow future capacity for other projects along the forcemain route. The forcemain size needed just to serve Stanbury Creek and Marsh Walk was estimated to be a 4 inch forcemain. The developers of Stanbury Creek and Marsh Walk had the 8 inch forcemain designed and permitted with the intention that they could enter into a sewer transmission line agreement. They put the project out for bid and have three proposals which are attached. They selected the low bid from Hickman Utilities in the amount of \$379,015.00.

Based on the low bid price they request that the owners of Stanbury Creek be credited 180 lot credits for the 180 lots in Stanbury Creek and also be eligible for \$100,000.00 reimbursement from the County from future lots that may be served by the project. The owners of Marsh Walk request of credit of 100 lot credits to cover their participation in the project. This would total \$380,000.00 in credits and reimbursements.


The developers had begun the application for the sewer transmission line agreement and did not proceed due to some confusion they had regarding the application. We met with John Nichols and Donald Dixon on May 11, 2021 to discuss this matter. Mr. Nichols recommended that we send you this request for your consideration and placement on the agenda for the appropriate county commissioner meeting.

Mr. Randell Woodruff  
May 12, 2021  
N&T# 20084  
Page 2

Please let us know if you have any questions or comments.

Sincerely,

**NORRIS & TUNSTALL  
CONSULTING ENGINEERS, P.C.**



J. Phillip Norris, P.E.

JPN/ttw

20084 05-12-21 request ltr

cc: Dave Tripp  
John Nichols  
Donald Dixon



ROY COOPER

*Governor*

MICHAEL S. REGAN

*Secretary*

S. DANIEL SMITH

*Director*



May 11, 2020

Bill Pinnix, Engineering Director  
Brunswick County

Sent via email to: [sewer.permits@brunswickcountync.gov](mailto:sewer.permits@brunswickcountync.gov)

Subject: Permit No. WQ0032228 **MODIFICATION**  
Brunswick County  
Stanbury Creek  
Wastewater Collection System Extension  
Brunswick County

Dear Mr. Pinnix:

In accordance with your application received May 1, 2020 and additional information received on May 8, 2020, we are forwarding herewith Permit No. WQ0032228 dated May 11, 2020 to Brunswick County (Permittee) for the construction and operation upon certification of the subject wastewater collection system extension. This permit shall be effective from the date of issuance until rescinded, **shall void Permit No. WQ0032228 issued October 12, 2007**, and shall be subject to the conditions and limitations as specified therein. This cover letter shall be considered a part of this permit and is therefore incorporated therein by reference.

**This modification adds 12,422 feet of 8-inch force main as an alternate routing from the previously approved system.**

Please pay particular attention to the following conditions contained within this permit:

Special Conditions:

Condition I.1: Each pump station shall be clearly and conspicuously posted using a weatherproof sign with the address, a pump station identifying name/number, 24-Hour Emergency telephone number, and name of the owner/operator of the sewer system/pump station and instructions to call the number in the event of alarm activation or other emergency. Simplex pump stations or vacuum sewer pits serving a single-family residence may have a placard or sticker without the address placed on the control panel in lieu of a sign. [15A NCAC 02T .0305(h)(2)]

Standard Conditions:

Condition II.1: This permit shall not be automatically transferable; a request must be made and approved.





Hickman Utilities INC

263 Singletary Millpond Rd  
Bladenboro, NC 28320

# Estimate

Date	Estimate #
9/24/2020	937

Name / Address
Trippe Construction LLC PO Box 126 Ash NC 28420

Project

Description	Qty	Rate	Total
STANBURT CREEK OFFSITE FORCE MAIN			
8"X8" TAPPING SLEEVE AND VALVE	1	3,585.00	3,585.00
8" SDR18 C900 FORCE MAIN	12,460	21.00	261,660.00
AIR RELEASE VALVE	3	9,300.00	27,900.00
STANLEY ROAD/CEDAR ROAD BORE	100	50.00	5,000.00
DRIVE WAY REPAIRS	42	150.00	6,300.00
STONE CHIMNEY ROAD / CEDARA GROVE ROAD BORE	80	75.00	6,000.00
8" MJ BEND	6	270.00	1,620.00
8" BORE SDR9 HDPE	540	70.00	37,800.00
STANLEY ROAD / OLD FERRY ROAD BORE	60	75.00	4,500.00
STANLEY ROAD / OLD FERRY ROAD BORE	60	75.00	4,500.00
ENTRANCE BORE	60	65.00	3,900.00
TESTING		3,000.00	3,000.00
SEEDING	265,000	0.05	13,250.00
We look forward to serving you.		<b>Total</b>	\$379,015.00

# Stanburry Creek / Revised Proposal



## L.M. McLamb & Son Construction

800 McLamb Road NW

Calabash, N.C.28467

Contact: Michael Freeman

Phone: 910-287-6688

Fax: 910-287-4636

Quote To:

Tripps Construction, LLC

PO Box 126

Ash, NC 28420

910-287-3234

Phone:

Fax:

Job Name:

Stanburry Creek / Revised Proposal

Date of Plans:

10/14/20

Revision Date:

10/14/20


Addenda:

Bid Date:

www.lmmclamb.com

ITEM	DESCRIPTION	QUANTITY	UNIT		AMOUNT
<b>Stanburry Creek-Erosion Control</b>					
105	Silt fence	7,000.00	LF		
110	Inlet protections	70.00	EA		
115	Energy dissipaters	13.00	EA		
120	Emergency spillway	2.00	EA		
125	Construction entrance	1.00	EA		
130	Concrete washout area	1.00	EA		
135	Grassing by SF	2,555,000.00	SF		
	<b>Subtotal</b>				<b>\$224,860.00</b>
<b>Stanburry Creek-Sitework</b>					
205	Mobilization	1.00	LS		
210	Staking	1.00	LS		
220	On-site cut to fill	80,326.00	CY		
230	Sub-grade for roadway	24,360.00	SY		
260	Fine grade lots	181.00	EA		
	<b>Subtotal</b>				<b>\$603,575.00</b>
<b>Stanburry Creek-Phase 1 W&amp;S</b>					
<b>Sewer</b>					
310	8" SDR 18 (12-14)	41.00	LF		
315	8" SDR 18 (10-12)	1,622.00	LF		
320	8" SDR 18 (8-10)	2,271.00	LF		
325	8" SDR 18 (6-8)	2,630.00	LF		
330	8" SDR 18 (0-6)	1,582.00	LF		
335	DIP (0-6)	201.00	LF		
340	DIP storm crossing	7.00	EA		
346	Outside Drop	2.00	EA		
350	Sewer manhole (10-12)	8.00	EA		
355	Sewer manhole (8-10)	17.00	EA		



ITEM	DESCRIPTION	QUANTITY	UNIT		AMOUNT
360	Sewer manhole (6-8)	11.00	EA		
365	Sewer manhole (0-6)	17.00	EA		
375	Single sewer service	181.00	EA		
380	Testing	1.00	LS		
	<b>Subtotal</b>				<b>\$890,219.00</b>
	<b>Pumpstation</b>				
405	8" diameter, 35 HP, 23' deep	1.00	LS		
	<b>Subtotal</b>				<b>\$450,000.00</b>
	<b>Force main</b>				
505	8" PVC sewer force main	1,820.00	LF		
510	8" MJ bend	9.00	EA		
	<b>Subtotal</b>				<b>\$48,610.00</b>
	<b>Water</b>				
605	8" X 12" tapping sleeve and valve	1.00	EA		
610	8" SDR 18 PVC water line	8,380.00	LF		
615	4" SDR 18 PVC water line	420.00	LF		
617	2" SDR-21	220.00	LF		
620	8" X 8" MJ tee	5.00	EA		
625	8" X 4" MJ tee	2.00	EA		
630	8" X 8" MJ cross	1.00	EA		
633	8" 22.5 Degree Bend	7.00	EA		
634	8" 45 Degree Bend	7.00	EA		
635	8" 90 Degree Bend	4.00	EA		
639	4" 11.25 Degree Bend	2.00	EA		
640	4" MJ 22.5 Degree Bend	4.00	EA		
645	8" gate valve and box	16.00	EA		
650	4" MJ gate valve and box	2.00	EA		
651	2" Gate Valve	1.00	EA		
655	Fire hydrant assembly	16.00	EA		
660	Blow off assembly	2.00	EA		
665	Single water service	181.00	EA		
670	Bell restraints	20.00	EA		
675	Testing and bacteria sample	1.00	EA		
	<b>Subtotal</b>				<b>\$610,860.00</b>
	<b>Stanbury Creek-Offsite Force Main</b>				
	<b>Offsite Force Main</b>				
910	8" X 8" tapping sleeve and valve	1.00	EA		
915	8" SDR 18 C900 force main	12,460.00	EA		
920	Air release valve	3.00	EA		
930	Cut/Repair Asphalt Driveways	3.00	EA		
931	Cut/Repair Concrete Driveways	3.00	EA		
932	Cut/Repair Gravel Driveways	19.00	EA		
933	Cut/Repair Soil Driveway	17.00	EA		
940	8" MJ bend	18.00	EA		
945	8" Bore SDR 9 HDPE	540.00	EA		
970	Seeding	265,000.00	SF		



ITEM	DESCRIPTION	QUANTITY	UNIT		AMOUNT
975	Traffic control	1.00	LS		
	<b>Subtotal</b>				<b>\$481,270.00</b>
	<b>Stanbury Creek-Stormdrain</b>				
1003	Install 15" RCP III NCDOT	192.00	LF		
1005	Install 15" HDPE	580.00	LF		
1010	Install 18" HDPE	800.00	LF		
1015	Install 24" HDPE	2,060.00	LF		
1020	Install 30" HDPE	1,520.00	LF		
1025	Install 36" HDPE	1,100.00	LF		
1030	Install 42" HDPE	560.00	LF		
1035	Install 48" HDPE	200.00	LF		
1040	Install 15" PPES	1.00	EA		
1045	Install 24" FES	2.00	EA		
1050	Install 30" FES	3.00	EA		
1055	Install 36" FES	5.00	EA		
1060	Install 42" HW	1.00	EA		
1065	Install outfall structures	4.00	EA		
1070	Install curb inlet	49.00	EA		
1075	Install drop inlet	6.00	EA		
1077	Install drop inlet - NCDOT	1.00	EA		
1080	Install junction box	9.00	EA		
1082	Install interference MH	3.00	EA		
1085	Install 48" headwall w/ wings	1.00	EA		
	<b>Subtotal</b>				<b>\$763,568.00</b>
	<b>Stanbury Creek-Stone and Surface</b>				
1105	Traffic control	1.00	LS		
1110	Place and compact 8" stone base*	24,372.00	SY		
1115	Place and compact 4" stone base for curb	4,828.00	SY		
1120	Install 1.5" surface asphalt roadway*	24,372.00	SY		
1125	Install 1.5" binder roadway*	24,372.00	SY		
1130	NCDOT tie-in paving/base/grading	1.00	LS		
1135	Install 18" curb and gutter	17,381.00	LF		
	<b>Subtotal</b>				<b>\$1,418,693.00</b>
<b>GRAND TOTAL</b>					<b>\$5,491,655.00</b>

**NOTES:**

No Retaining walls, sidewalks, or concrete flat work is included.

No aquatic plants are included in the ponds

No odor control system is included at the pump station.

Wet well and control sewer manhole A-1 are bid as concrete with 120 mils of Raven 405 High Solids Epoxy interior coating.

8" Force main offsite street crossing to be by directional bore.

**RICHARDSON & RICHARDSON, INC**

P.O. Box 259  
Conway, S.C. 29528

Office: (843) 397-1122 Cell: 843-344-8333

Fax (843) 397-1125

E-mail amy@randrincsc.com

**Proposal**

Proposal Date: 9/4/2020

Proposal #: 2740

Project: Stanbury Creek Offsite Force

ITEM & DESCRIPTION	QUANTITY	UNIT PRICE	UNIT	GRAND TOTAL
OFFSITE FORCE MAIN				
8" X 8" TAPPING SLEEVE AND VALVE	1.00	5,600.00	EA	5,600.00
8" SDR 18 C900 FORCE MAIN	12,460.00	20.00	LF	249,200.00
AIR RELEASE VALVE	3.00	6,500.00	EA	19,500.00
STANLEY ROAD/CEDAR GROVE ROAD	100.00	75.00	LF	7,500.00
DRIVEWAY REPAIRS	42.00	2,400.00	EA	100,800.00
STONE CHIMNEY ROAD/CEDAR GROVE ROAD BORE	80.00	75.00	LF	6,000.00
8" MJ BEND	6.00	700.00	EA	4,200.00
8" BORE SDR 9 HDPE	540.00	60.00	EA	32,400.00
STANLEY ROAD/OLD FERRY ROAD BORE	60.00	75.00	LF	4,500.00
STANLEY ROAD/OLD FERRY ROAD BORE	60.00	75.00	LF	4,500.00
ENTRANCE BORE	60.00	75.00	LF	4,500.00
TESTING	1.00	3,000.00	LS	3,000.00
SEEDING	265,000.00	0.06	SQFT	15,900.00
TRAFFIC CONTROL	1.00	12,500.00	LS	12,500.00
NOTES: 1. CUTTING AND REMOVING ASPHALT/CONCRETE IS NOT INCLUDED IN PRICE. 2. TRENCHES WILL BE BACKFILLED WITH EXCAVATED MATERIAL. 3. CLEARINGS, STAKING, AS-BUILTS AND BONDS ARE NOT INCLUDED IN PRICE. 4. NO FEES OF ANY KIND ARE INCLUDED IN PRICE. 5. NO CONNECTIONS WILL BE MADE TO BUILDING.				
<b>GRAND TOTAL</b>				<b>\$470,100.00</b>

## Section 4.1g of the Sewer Use Ordinance

- g. Reimbursement Agreement for Developers requesting to extend sewer transmission mains to be connected to the County's sewer system can be approved by the Board of Commissioners. A developer of land within the prescribed distance of a County sewer/wastewater collection system outlined in **Appendix 1** shall be responsible for all engineering and construction costs associated with the transmission line installation from the development site to the closest point of connection to the County's system. The closest point of connection to the County's system shall be determined by the Public Utilities Director. Upon completion of construction of the line, said line shall be dedicated to the County for operation and maintenance. The developer or a coalition of developers that incur the costs for the construction of the transmission shall be eligible for reimbursement up to but not exceeding one hundred percent (100%) of the costs associated with construction of the line for a period of twenty-five (25) years in the following manner:
- (1) The County's minimum standard pipe size for sewer transmission lines shall be eight (8) inches. Whenever the County's minimum requirement for an eight-inch transmission line exceeds the size line required to serve the applicant's specific property, the applicant/developer shall construct the size line designated on the County's Wastewater Master Plan. In cases in which a sewer transmission line is not designated on the Master Plan, the size shall be determined by an engineering study prepared by the developer, or as required and approved by the Public Utilities Director. When sound engineering demonstrates the proposed new development(s) or project(s) requires a sewer transmission line greater than eight (8) inches (nominal diameter) then that size becomes the minimum pipe size by which the agreement is based unless a larger size is required by the County Public Utilities Director.
  - (2) The developer's engineer shall designate on the development engineering plans the sewer transmission line to be constructed through the reimbursement policy.
  - (3) All transmission line reimbursement agreements must be submitted to and approved by the Board of Commissioners prior to the construction of the improvements. To initiate a sewer transmission line reimbursement agreement the developer shall complete the **Application for Sewer Transmission Line Agreement** form (**Appendix 2**).
  - (4) The developer or his designee shall comply with all applicable provisions of the North Carolina General Statutes regulating public contracts. Primarily, this involves the North Carolina General Statute 143-129 "Formal Bidding Procedure" or NCGS 143-131 "Informal Bidding Procedure" whichever shall apply based upon the total cost of the sewer transmission line constructed as part of a Reimbursement Agreement.
  - (5) The bid shall include unit prices for the actual line size to be constructed as a part of the reimbursement. The developer or his designee shall provide copies of all bid proposals received, a copy of the executed contract between the developer and the selected contractor, and a bid tabulation which is signed and sealed by a professional engineer registered in the State of North Carolina certifying the bids received and the award of the contract in accordance with this policy. The County Public Utilities Director and/or the County Manager will determine if the bid is reasonable and acceptable.
  - (6) The selected contractor shall be properly licensed to perform the water or sewer line construction. The County Public Utilities Director or the County Manager will determine if the bid is reasonable and acceptable.
  - (7) The developer or his designee shall submit an **Application for Sewer Transmission Line Reimbursement (Appendix 3)**, including the construction quantities. The Application shall be signed and sealed by a professional engineer registered in the State of North Carolina and shall designate to whom the reimbursement should be payable including the applicable address.
  - (8) The developer or his designee shall provide a Certified Tax Statement from the contractor for the sewer transmission line as part of the reimbursement request.

- (9) The Application for Reimbursement shall be submitted to the County Engineering Department for review prior to being approved by the Board of Commissioners.
- (10) All sewer transmission lines extended under the provisions of this policy shall be installed and constructed in accordance with the approved plans, specifications, and other requirements of the County. Upon completion of the construction of main by the developer and acceptance of the sewer force main by Brunswick County, the sewer force main shall become the property of Brunswick County.
- (11) The maximum term of the reimbursement contract shall not exceed twenty-five (25) years from the date of the agreement. No reimbursement shall be made after the ten-year term or after the developer or coalition of developers has recovered all eligible reimbursement cost of the sewer transmission line extension, whichever occurs first. The term of any reimbursement agreement shall run from the execution of the agreement by all parties until the County's obligation for reimbursement has been met. The agreement may be terminated (at any time) by unanimous consent of all parties.
- (12) Costs eligible for reimbursement under this policy shall include the construction of all off-site sewer transmission lines of a regional nature as determined by the Public Utilities Director and/or the County Manager. No costs associated with engineering design, permitting, bidding, or construction oversight shall be eligible for reimbursement.
- (13) All reimbursement agreements shall be two-party agreements between Brunswick County and a developer or coalition of developers and shall be approved by the Board of Commissioners prior to construction of the wastewater facilities.
- (14) There is hereby established a Sewer Transmission Capital Recovery Fee that shall be \$1,000.00 per REU. The Sewer Transmission Capital Recovery Fee may be amended from time to time by the Board of Commissioners. Said fee shall be collected by the County from developers that connect to a sewer transmission line constructed by another developer or a transmission line constructed by the County. The Sewer Transmission Capital Recovery Fee must be paid by the developer or property owner at the time of application for sewer service and shall be based on Residential Equivalent Units (REU's). Individual property owners connecting directly to the transmission line will also be subject to the Sewer Transmission Capital Recovery Fee. Individuals shall pay the Sewer Transmission Capital Recovery Fee when they apply for sewer service. Said fee shall be in addition to the Sewer Capital Recovery Fee, Sewer Tap Fee, and any other fees associated with connection to the County's sewer system.
- (15) Reimbursements paid to the developer would come from the Sewer Transmission Capital Recovery Fees paid by other subsequent developing properties within the service area benefiting from the transmission line to include individuals or individual properties. Sewer Transmission Capital Recovery Fees collected by the County that exceed the documented initial construction cost of a particular transmission line shall be retained by the County and used for sewer system upgrades, expansions, and payment of debt service. Reimbursements paid to the developer shall not exceed the total amount of Sewer Transmission Capital Recovery Fees collected for that project.
- (16) A developer that is required to construct a sewer transmission line to serve a development must pay the Sewer Transmission Capital Recovery Fee.
- (17) The reimbursement payments shall be made annually on or before 31 January of each year (not to exceed twenty-five (25) years from the time of approval by the Board of Commissioners) from the Sewer Transmission Capital Recovery Fees collected from developers and individuals for connection to a particular transmission line.
- (18) Transmission Pump Station Agreements may be requested by developer of property adjacent to force mains where all of the transmission capacity has been allocated but actual transmission capacity is available in the force main due to other properties not fully utilizing their allocated capacity. Under the terms of the agreement, the County would let the developer connect to the force main without having to construct facilities that would increase the transmission system

capacity in the transmission system. The developer would pay a Contribution in Lieu of Construction amount to the County to offset the cost of constructing the facilities needed to provide the additional transmission capacity in the future. The Contribution in Lieu of Construction Amount would be based upon the estimated cost of constructing the facilities needed to increase the capacity in the transmission system. The basis for this calculation shall be as follows:

- (a)  $\text{Cost of Transmission System Improvements} / (\text{Total Expanded Transmission System Capacity} - \text{Total Current Transmission System Capacity}) = \text{Cost Per Gallon of Additional Capacity}$
- (b) The Developer would make application for a Transmission Pump Station Agreement using the Sewer Transmission Pump Station Agreement Application shown as Appendix 4.
- (c) The developer would receive reimbursement of the Contribution in Lieu of Construction based upon the payment of Transmission Fees within the development outlined in the Transmission Pump Station Agreement Application. The reimbursement amount would be limited to the amount paid as the Contribution in Lieu of Construction. Reimbursement to the developer will be made in accordance with Article II Section 4.1 g (11), (13), and (17).



## APPENDIX 2

COUNTY OF BRUNSWICK  
APPLICATION FOR SEWER TRANSMISSION LINE AGREEMENT  
(Please print or type)

The undersigned hereby applies for a Sewer Transmission Line Agreement with Brunswick County. The Sewer Transmission Line Reimbursement is for the construction of an approved sewer transmission line to serve the subject project. The transmission line must be designated on the Master Wastewater Plan or approved by the Engineering Department during plan approval. The following information is required prior to processing the application and drafting an Agreement to be presented to the Board of Commissioners.

Size of transmission line installed 8 inch sewer force main  
 Total acreage to be developed 269  
 Size of utility required to serve project 4 inch sewer force main  
 Total number of residential equivalent units included in project 230 lots plus \$100,000 in reimbursement  
 Project Name Stanbury Creek & Marsh Walk  
 Location Stone Chimney Road  
 Date of County Approval of Project Date of NCDEQ sewer permit  
 Developer/Owner Stanbury Creek NC, LLC (For 130 lot credit and \$100,000 reimbursement)  
(Name of Person designated to receive reimbursement payment)  
 Company Name Address\* 448 Viking Drive Suite 220  
 City, State, Zip Virginia Beach, VA 23452  
 Phone Number (757) 463-5000 Fax Number ( ) N/A  
 Project Consultant/Engineer Norris & Tunstall Consulting Engineers, PC  
 Contact Person Phil Norris Phone Number (910) 287-5900

\*Note: This address will be used for all correspondence and payments. It is the responsibility of the owner to notify the Brunswick County of any changes.

SEE ATTACHED PAGE FOR MARSH WALK  
DEVELOPER/OWNER INFORMATION

NT# 20084

APPENDIX 2

COUNTY OF BRUNSWICK  
APPLICATION FOR SEWER TRANSMISSION LINE AGREEMENT  
(Please print or type)

The undersigned hereby applies for a Sewer Transmission Line Agreement with Brunswick County. The Sewer Transmission Line Reimbursement is for the construction of an approved sewer transmission line to serve the subject project. The transmission line must be designated on the Master Wastewater Plan or approved by the Engineering Department during plan approval. The following information is required prior to processing the application and drafting an Agreement to be presented to the Board of Commissioners.

Size of transmission line installed \_\_\_\_\_

Total acreage to be developed \_\_\_\_\_

Size of utility required to serve project \_\_\_\_\_

Total number of residential equivalent units included in project \_\_\_\_\_

Project Name Stanbury Creek & Marsh Walk

Location \_\_\_\_\_

Date of County Approval of Project \_\_\_\_\_

Developer/Owner RHH Land Investors LLC (For 100 lot credit Marsh Walk)  
(Name of Person designated to receive reimbursement payment)

Company Name Address\* 2919 Breezewood Ave. Suite 100

City, State, Zip Fayetteville NC 28303

Phone Number (910) 486-4864 Phone Number (336) 345-0487

Fax Number 910-485-0463

Project Consultant/Engineer \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone Number ( ) \_\_\_\_\_

\*Note: This address will be used for all correspondence and payments. It is the responsibility of the owner to notify the Brunswick County of any changes.

NT#20084

5/13/21

TDH Calcs

8"

L = 14,211 LF

Friction head = 31 ft

Elevation head = 47 ft

37-(-10)

Pressure head = ~112 ft

**TDH = 31+47+112=190 ft**

4"

L = 14,211 LF

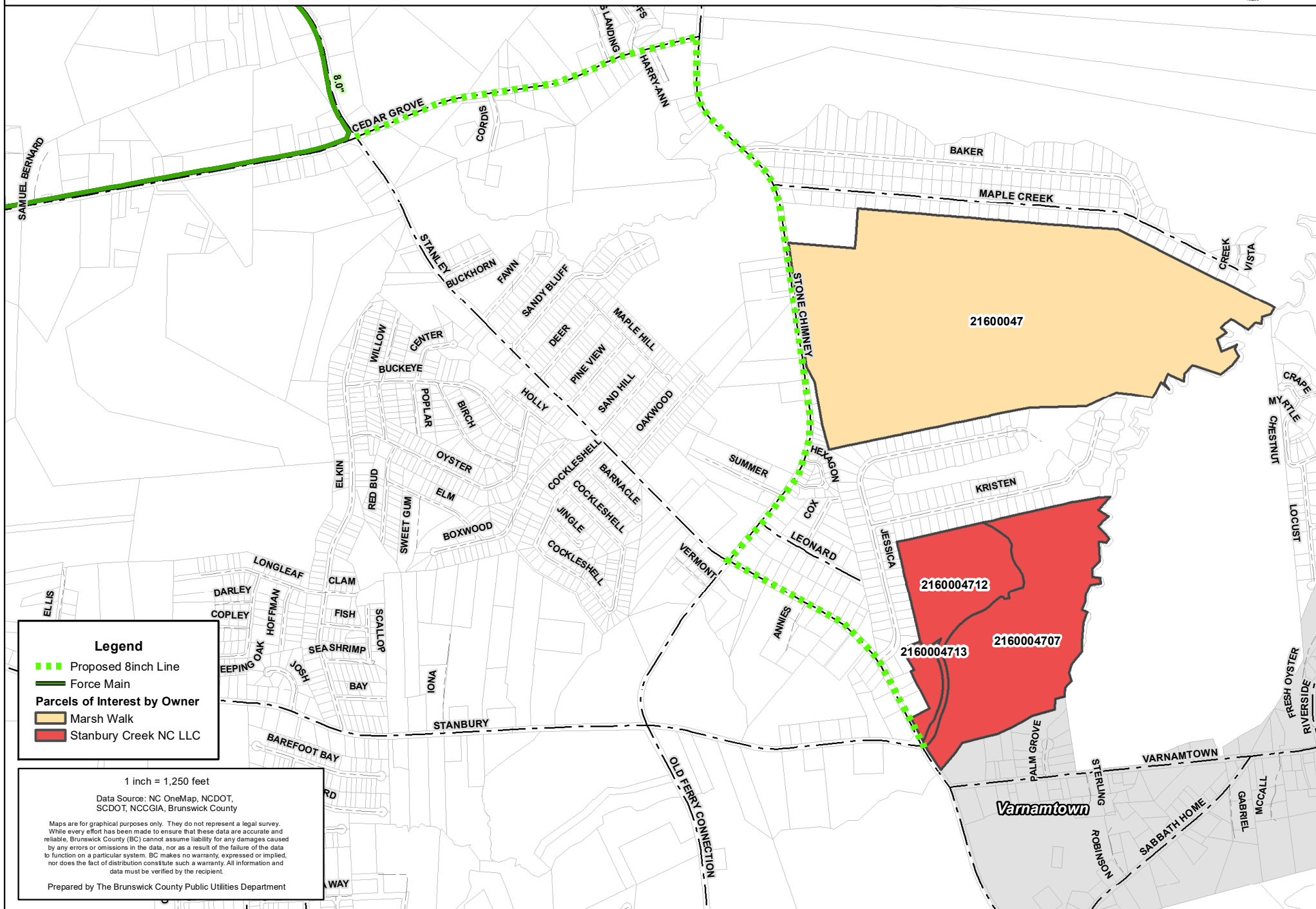
Friction head = 66.8 ft

Elevation head = 47 ft

37-(-10)

Pressure head = ~112 ft

**TDH = 66.8+47+112=225.8 ft**





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

**From:**  
Daralyn Spivey

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

Clerk to the Board - Presentation - Cape Fear Change in Motion  
2020 Transportation Demand Management WMPO (Nick  
Cannon)

**Issue/Action Requested:**

Request the Board receive a presentation from Nick Cannon, WMPO regarding the newly adopted Transportation Demand Management "Cape Fear in Motion 2020" plan.

**Background/Purpose of Request:**

This plan outlines strategies to reduce vehicle congestion over the next five years. The presentation will provide an overview of the plan and offer a service to work with member jurisdiction planning staff to assist in any other TDM-oriented efforts they see fit

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board receive a presentation from Nick Cannon, WMPO regarding the newly adopted Transportation Demand Management "Cape Fear in Motion 2020" plan.

**ATTACHMENTS:**

Description

- ▣ TDM Presentation



# Cape Fear Change in Motion 2020

## Short-Range TDM Plan 2021-2025



Nick Cannon, WMPO TDM Coordinator  
March 2020





# Cape Fear Change in Motion 2020

- Purpose of Plan
- Development Process
- Strategies
- Score Card
- Plan Implementation

# Short-Range TDM Plan

1. Identifies strategies that mitigate traffic congestion and diversify mode use in the WMPO region
2. Short-Range Strategies = 1 to 5 years
3. Overall goal to reduce Vehicle Miles Traveled (VMT) by 10% in 5 years



# Short-Range TDM Plan

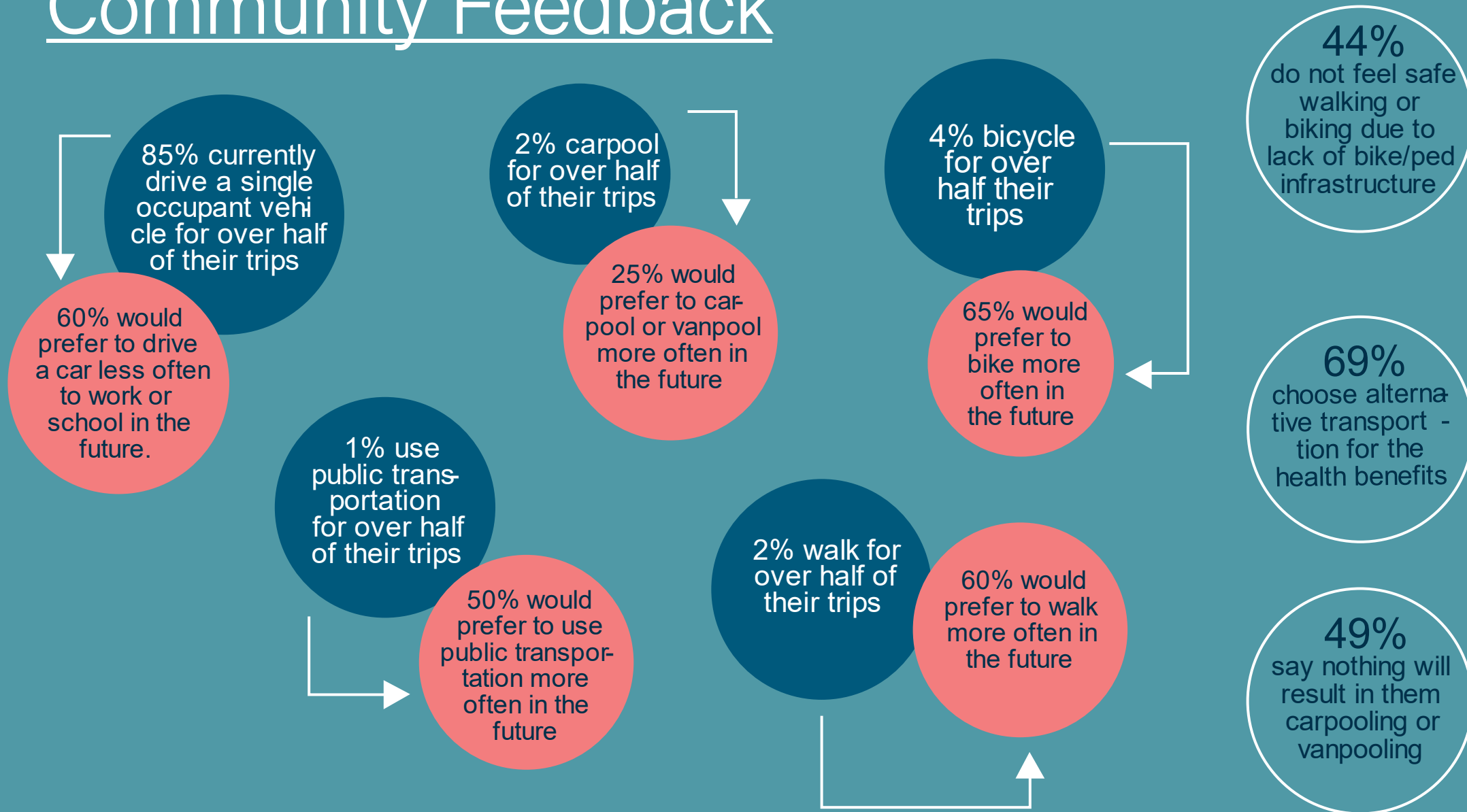
## **Mission Statement:**

*To provide WMPO Area residents with the resources and offer motivation to choose healthy, sustainable, and effective multimodal transportation to reduce stress on the road network and increase alternative means of mobility.*

# Development Process

1. Convening the Go Coast Committee and review of TDM element in *Cape Fear Moving Forward 2045*
2. Review of *Cape Fear Moving Forward 2045* survey responses and additional public survey for *Cape Fear Change in Motion 2020*
  - Specific questions about biking, walking, carpool, and public transit
  - How WMPO Area residents get around now vs. how they want to get around in the future
3. Public Comment
4. Prioritizing Strategies

# Community Feedback



# Strategies

- Seven strategies were outlined as viable opportunities to decrease traffic congestion and diversify mode use in the next one to five years.

- **Alternative Work Schedules**
- **Bike Share Program**
- **Carpool and Vanpool**
- **Consulting for Telecommuting Opportunities**
- **Fostering a Bicycle and Pedestrian Friendly Culture**
- **Improved TDM-Focused Collaboration**
- **Personalized Commuter Plans**

# Alternative Work Schedules

- A variety of work scheduling options including telecommuting, flextime, compressed work week, and staggered shifts.
- Benefits
  - Reduced commuting trips
  - Mitigate traffic on the roadway during peak traffic hours
- Challenges
  - May discourage carpooling and vanpooling
  - Gathering accurate data
- Application
  - Driven through education, outreach, and promotion to area employers
  - Assist employers with the development of an alternative work schedule policy

# Bike Share Program

- A service in which bicycles are made available to rent on a short-term basis.
- Benefits
  - Reduces the need for a single occupancy vehicle
  - Is healthy, environmentally friendly, and adds character to a city
  - Popular among tourists
- Challenges
  - Funding sources
- Application
  - Implement a bike share program in Wilmington that allows users to reach a variety of points of interest

# Carpool and Vanpool

- Creates opportunities for people to share vehicles when traveling to and from nearby locations
- Benefits
  - Reduces traffic
  - Reduces demand for parking
- Challenges
  - Limits flexibility for arriving to and leaving work
  - Wilmington Area has shorter commute times than American average by 9 minutes
  - COVID-19
- Application
  - Market Share the Ride NC, promote Park & Ride lots, share Wave Pool opportunities with major employers.

# Consulting for Telecommuting

- A service provided by Go Coast to assist employers in developing and implementing telecommuting policies and programs
- Benefits
  - Free to businesses with no obligation
  - Reduces need for parking infrastructure
  - COVID-19
- Challenges
  - New program/service from scratch
  - Connecting with employers
- Application
  - Assist area employers with developing telecommuting policies.



# Fostering a Bike/Ped Friendly Culture

- Increase safety for bicyclists and pedestrians, gives authority to bicycling and walking as legitimate modes of transportation
- Benefits
  - Reduce injuries and fatalities
  - Promotes culture and public spaces
  - Provides opportunity for education
- Challenges
  - Speeding and distracted driving
  - Lack of bicycle and pedestrian connectivity in some areas
- Application
  - Participate in programs like Be A Looker, Watch for Me NC, and Vision Zero
  - Hold successful bicycle-oriented events

# TDM-Focused Collaboration

- Improves collaboration among Go Coast Staff and member jurisdiction staff during development review
- Assist member jurisdictions in developing TDM-oriented ordinances
- Benefits
  - Increase applied TDM strategies
  - Increased advocacy for multi modal infrastructure
- Challenges
  - Increased responsibilities of the TDM Coordinator position
- Application
  - Improved coordination with the member jurisdictions staff to decrease traffic congestion.

# Personalized Commuter Plans

- Catered plans to provide recommended ways to incorporate alternative transportation in one's commute
- Benefits
  - Personalized introductions into TDM strategies and alternative transportation options
  - Promotion of bike/ped infrastructure and transit routes
- Challenges
  - Collecting personal information like home and work addresses
- Application
  - This service may be offered to anyone living or working in the WMPO planning boundary to provide suggestion of using alternative transportation when feasible

# Other TDM-Oriented Services

In addition to these seven strategies, Go Coast can assist with locally identified TDM-oriented initiatives.

- Information/Marketing
- Ordinances and Development Conditions
- Other Comprehensive Programs

# Scorecard

Members of the Go Coast Committee created a Strategy Scorecard to grade each strategy on its ability to show the greatest success. The Scorecard ranks each strategy's feasibility and impact using the considerations of:

- Ease of Implementation
- Cost
- Existing Conditions
- Demand
- Impact on Traffic (Benefit)
- Impact on VMT (Benefit)

## Primary Priority

- **Alternative Work Schedules**
- **Consulting for Telecommuting Opportunities**
- **Fostering a Bicycle and Pedestrian Friendly Culture**

## Secondary Priority

- **Bike Share Program**
- **Carpool and Vanpool**
- **Improved TDM-Focused Collaboration**
- **Personalized Commuter Plans**

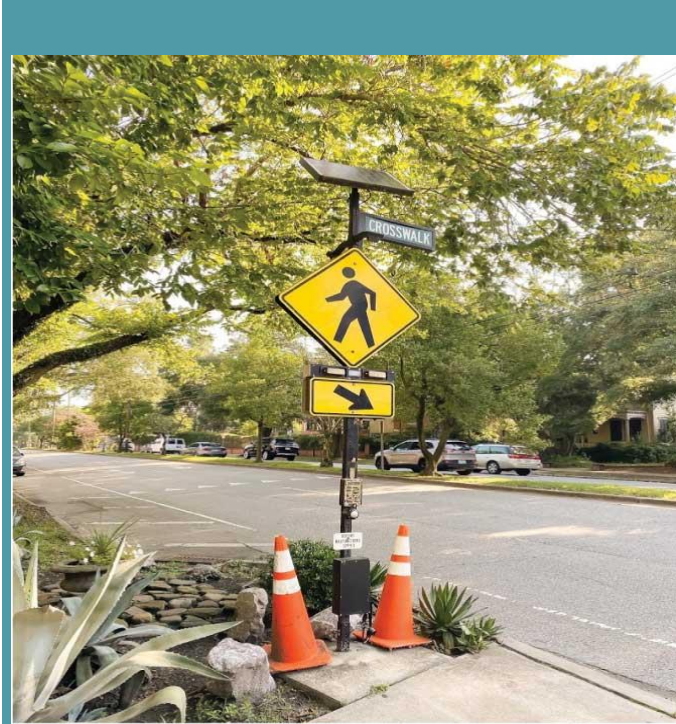
# Plan Implementation

1. Adoption by the WMPO Board
2. Present plan to WMPO Member Jurisdictions
3. Adherence to the Strategies Work Plan
  - Marketing/Outreach
  - Establish and maintain relationships with partners
  - Go Coast events
  - Data collection
4. Regular review by the TDM Coordinator and the Go Coast Committee



# Thank You

## Questions and Comments?





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

**Action Item # VI. - 2.**

**From:**  
Daralyn Spivey

Clerk to the Board - Presentation - Mt. Calvary Center for Leadership Development

**Issue/Action Requested:**

Request the Board of Commissioners receive a presentation from the Mt. Calvary Center for Leadership Development

**Background/Purpose of Request:**

The organization is under the leadership of Dr. Jimmy T. Tate, President of MCCLD and Executive Director. Mrs. Lisa Robinson focuses on helping the community in different ways. During the hard times of the Pandemic, we were able to help with food assistance and financial assistance for families who were in quarantine. We also have been able to assist with the local Health Department and canvass the community with flyers of upcoming vaccine events.

**Fiscal Impact:**

Not Applicable

**Approved By County Attorney:**

Not Applicable

**County Manager's Recommendation:**

Recommend the Board of Commissioners receive a presentation from the Mt. Calvary Center for Leadership Development.

**ATTACHMENTS:**

Description

- ▣ Mt. Calvary Presentation





MT. CALVARY CENTER  
FOR LEADERSHIP DEVELOPMENT

# Jimmy T. Tate, Ed.D., President

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Dr. Tate is the former President, Roanoke Chowan Community College and Chief of Staff at North Carolina Central University; he served nearly 10 years as an elected official as a Pender County Commissioner and Board Chair, and on numerous Boards and Commissions including the Pender Memorial Hospital Board of Directors and Southeastern North Carolina Economic Development Commission. He is extremely dedicated to help rural communities reach their full potential. He has served as a Board of Trustees Member with Elizabeth City State University and Cape Fear Community College and many boards and commissions locally, state, and national levels including previously serving as a member of Duke University Medical School Rural Health Advisory Board. Recently in 2019, he was appointed by the North Carolina Senate, to serve on the State of North Carolina Minority Advisory Committee. Dr. Tate, has conducted extensive research and lectures on rural leadership development. He teaches in the Political Science Department at the University of North Carolina and serves in various other capacities.



## Mary Lisa Robinson, M.H.A., Executive Director

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Ms. Robinson, is a longtime native of the rural community of Willard. She also invested the majority of her career achievement in the State of Maryland, where she served in the field of Healthcare Administration Fiscal Services Management. She is a proud graduate of Bowie State University. She holds a Bachelor's Degree in Psychology and a Masters Degree in Healthcare Administration. Ms. Robinson, is also a member of the Wallace Chamber of Commerce Board of Directors, representing the Business Community.

# History

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The Mount Calvary Center for Leadership Development was developed through a group of leaders of Mount Calvary University. Several southeastern North Carolina grassroots community leaders came to the university seeking help to train and promote competent and aggressive local leadership. Historically, many communities have had to address many challenges but lack an abundance of trained leadership aimed at their interests. The university accepted the challenge and immediately began to develop, Mt. Calvary Center for Leadership Development, a 501(c)(3) nonprofit organization.

The Center serves mostly low income and rural communities with high unemployment and low educational achievement. There are several who desire leadership positions, but most lack the skills for leadership. This is not because of a lack of aptitude but the lack of training. We believe that training at the grassroots level will enhance the quality of leadership who in turn will enhance the overall status for a community that has been locked out of the equation.

# Our Mission Statement

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The Mt. Calvary Center for Leadership Development mission is to educate, enable, and prepare grassroots persons to become better individuals and advocates for economic, political and social change for the betterment of the community.

Programs Administered  
By  
Mt. Calvary

# VIC Academy

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Mt. Calvary launched a Vocational, Industrial, and College (VIC) Preparatory Academy in the Spring of 2021. This academy's focus is on low-income, marginalized, and minority youth with career exploration, industrial trades, and college preparatory skills. Health science will be embedded in the curriculum with a major focus on diversity, equity, and inclusion for underserved, minority populations. VIC will serve both middle school and high school cohorts. VIC will also focus on helping youth better understand their self-worth, interests, and abilities to aid in personal and professional development through the incorporation of technology. Students will learn about various career opportunities and sustainable professions within the region through mentorship opportunities since Mt. Calvary believes positive role models can successfully help high poverty, at-risk students be successful. With that in mind, a major emphasis will be placed on recruiting students from low-income communities.



# Mt. Calvary Diversity, Equity and Inclusion Task Force

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The Mt. Calvary Center for Leadership Development is responding to the urgent needs of the communities by bringing diverse groups together, understanding differences, celebrating commonalities, and uniting as Americans.



# Leadership Development Programs

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## ***OPPORTUNITY TO LEAD (OLP) YOUTH DEVELOPMENT PROGRAM***

The primary goal of the At-Risk Youth Leadership Development Program is to help referred participants improve their interpersonal and professional skills and reduce the rate of school dropouts and recidivism. Key components of this program focus on: self-assessment and goal setting, career readiness and entrepreneurship, community engagement, leadership and management fundamentals, resume creation and employability skills and internship opportunities. Program instructors and facilitators include psychologists, college instructors, faith-based leaders and business entrepreneurs.

## ***ADULT-COMMUNITY CITIZENS LEADERSHIP PROGRAM***

The Adult-Community Citizens Leadership Program works to expand and develop emerging leaders to support our local community. Participants receive instruction from highly certified facilitators who come from throughout North Carolina and bring strong experience to the classes that they lead. Program topics include areas such as: leadership and communication, team building and cohesiveness, goal-setting and accountability, personal growth objectives and innovation, and many other emerging topics critical for 21st century leaders. All participants complete a capstone paper that highlights a project or initiative that they would like to see developed to pro-actively impact their community or workplace.

# Natural Disaster Relief Outreach Program

Southeastern North Carolina is prone to hurricanes. In the past several years we have experienced hurricanes Fran, Floyd, and Florence. Most recently our area was severely damaged by Hurricane Florence costing millions of dollars in damages and leaving many parts of the area in peril. Many residents continue to suffer the effects of the hurricane. Many are without homes, or they continue to live in damaged homes and some lost businesses. Unfortunately, many of those hurt by Hurricane Florence lack the knowledge of the resources to re-build their lives.

The Mt. Calvary Center for Leadership Development seeks to connect people with natural disaster relief informational resources to assist people with their restoration efforts. Mt. Calvary partners with several agencies in government, business, education, and other areas to serve as a hub of information for those seeking hurricane relief. Mt. Calvary provides a holistic training that takes serious people and their hurricane related problems. Many Mt. Calvary friends are first respondents and emergency personnel and are taught to prevent injury and loss of life. Mt. Calvary trains leaders to provide information about the basic human needs such as shelter, food and water and medical services. Mt. Calvary trains students with smart preparation and direct relief response. This includes work assisting people prior to the hurricane and responses after the hurricane. The training at the Mt. Calvary Leadership Development Center will benefit the first responders and the communities they serve.



# Community Health Initiative

Mt. Calvary Center for Leadership Development is pleased to be one of several vendors granted funding from the North Carolina Department of Health and Human Services to hire and employ professionals in Pender, Brunswick, Hoke, New Hanover, Robeson, Scotland, Bladen, Columbus and Sampson to work with local health departments in working with people impacted by COVID-19. Workers will carry out contact tracing and make sure individuals know the resources available if they need things like supplies, housing, transportation, mental health support, and even legal help



# Community Health Workers

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# Community Leadership Starts Here

## — Mt. Calvary Center for Leadership Development

**405 US Hwy 117 South**  
**Burgaw, NC 28425**

**414 North Norwood St**  
**Wallace, NC 28466**

**(910) 300 - 6322 • (910) 665 - 1352**

**[www.mcleadership.org](http://www.mcleadership.org)**



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

**Action Item # VI. - 3.**

**From:**  
Daralyn Spivey

Governing Board - Resolution - Emergency Preparedness Month

**Issue/Action Requested:**

Request the Board of Commissioners consider a Resolution in support of declaring the month of September as "Preparedness Month in Brunswick County".

**Background/Purpose of Request:**

As Brunswick County has been effected by a number of disasters and emergencies in recent years as well as other Counties statewide, Commissioner Williams, as the President of the NC Association of County Commissioners has set his initiative as the "100 Counties Prepared".

This Resolution encourages citizens to develop and communicate a plan, build emergency kits to protect themselves, and prepare for emergencies.

**Fiscal Impact:**

Not Applicable

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners consider a Resolution in support of declaring the month of September as "Preparedness Month in Brunswick County".

**ATTACHMENTS:**

Description

- Governing Board - Resolution Emergency Preparedness Month



*County of Brunswick*  
*Office of the County Commissioners*



**RESOLUTION DECLARING SEPTEMBER 2021 AS “PREPAREDNESS MONTH” IN  
BRUNSWICK COUNTY**

**WHEREAS**, National Preparedness Month (NPM) is an observance each September to raise awareness about the importance of preparing for disasters and emergencies that could happen at any time; and

**WHEREAS**, Brunswick County has been affected by a number of disasters and emergencies in recent years, including Hurricanes Florence, Dorian and Isaias and the tornado that affected Ocean Ridge and nearby communities; and

**WHEREAS**, Counties throughout North Carolina have been affected by a variety of emergencies, including mudslides, wildfires, flooding, earthquakes, and the COVID-19 pandemic; and

**WHEREAS**, in 2020 the State of North Carolina experienced 48 tornado touchdowns, 247 flood incidents, and 609 severe thunderstorms with damaging wind and hail, all of which resulted in more than \$27.5 million in damages statewide; and

**WHEREAS**, the peak period of hurricane season is historically mid-August through October, and September 10 marks the peak of hurricane season; and

**WHEREAS**, on Saturday, August 14, 2021, Brunswick County Commissioner and N.C. Association of County Commissioners (NCACC) President Frank Williams announced the “100 Counties Prepared” initiative; and

**WHEREAS**, the 100 Counties Prepared initiative will focus on training county commissioners on how to effectively lead during emergencies, compiling resources to assist commissioners during emergency situations, and helping commissioners establish relationships with key emergency management partners; and

**WHEREAS**, the 2021 theme of National Preparedness Month is “Prepare to Protect. Preparing for disasters is protecting everyone you love;” and

**WHEREAS**, National Preparedness Month is aimed at encouraging citizens to develop an emergency plan, build an emergency kit, and take other pro-active steps to prepare for potential emergencies; and

**WHEREAS**, the Brunswick County Board of Commissioners desires that every household, property owner, and business in Brunswick County be prepared for potential emergencies;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Brunswick County hereby declares September 2021 as Preparedness Month in Brunswick County and encourages all citizens to Prepare to Protect their loved ones by developing an emergency plan, building an emergency kit, and communicating their emergency plan to all members of their household and/or workplace.

This the 7th day of September, 2021.

\_\_\_\_\_  
Randell Thompson, Chairman  
Brunswick County Board of Commissioners

Attest:

\_\_\_\_\_  
Daralyn Spivey  
Clerk to the Board





**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

**Action Item # VI. - 4.**

**From:**  
Daralyn Spivey

Governing Body - Resolution Honoring Deacon John Henry Sloan (Commissioner Williams)

**Issue/Action Requested:**

Request that the Board of Commissioner adopt a Resolution honoring Deacon John Henry Sloan for the commemoration of his 100 years.

**Background/Purpose of Request:**

Owen King, BSRI, requested the Resolution be added to this agenda to honor Mr. Sloan's 100th birthday, along with his service to the Country and the Community.

**Fiscal Impact:**

Not Applicable

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners adopt a Resolution honoring Deacon John Henry Sloan for the commemoration of his 100 years.

**ATTACHMENTS:**

Description

- Resolution Deacon John Henry Sloan

*County of Brunswick*  
*Office of the County Commissioners*



**A RESOLUTION OF APPRECIATION  
DEACON JOHN HENRY SLOAN**

**WHEREAS**, within Brunswick County, longevity of life is a blessing for an individual and for a community which benefits from the knowledge, creativity, and experiences this individual brings to all; and

**WHEREAS**, Brunswick County and Brunswick County Senior Resources Inc. recognize with admiration and respect the importance and contributions of seniors within our communities; and

**WHEREAS**, Mr. Deacon John Henry Sloan, born on September 6, 1921, and raised in Leland, North Carolina, is a well-respected World War II Veteran and community leader; and

**WHEREAS**, the United States has the greatest number of centenarians in the world, and today, Mr. Sloan should be honored for his 100 years on this earth.

**NOW, THEREFORE, BE IT RESOLVED** that the Brunswick County Board of Commissioners recognizes and extends congratulations to Mr. Sloan for his outstanding accomplishments, and wishes him many more prosperous years.

Adopted this 7<sup>th</sup> day of September, 2021.

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Randell Thompson, Chairman  
Brunswick County Board of Commissioners

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Daralyn Spivey, NCCMC  
Clerk to the Board



## **Brunswick County Board of Commissioners**

### **ACTION AGENDA ITEM**

**September 7, 2021**

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

**From:**  
Haynes Brigman

Administration - American Rescue Plan Project Funding Guideline  
(Randell Woodruff - County Manager)

#### **Issue/Action Requested:**

Request that the Board of Commissioners approve the draft plan in guidance for the American Rescue Plan Act funded projects.

#### **Background/Purpose of Request:**

The federal American Rescue Plan Act (ARPA) was signed into law on March 11, 2021 to combat the COVID-19 pandemic, including public health and economic impacts. As part of this funding, direct federal aid will be provided to counties across the country to respond to the past and future impacts of the pandemic.

Brunswick County will receive \$27,699,060 in ARPA funding, of which the County has already received \$13,870,555.50. These funds must be obligated by December 31, 2024, and must be exhausted by December 31, 2026.

The following is a **DRAFT** guideline to identify priorities and allocated funding to address the impacts of the pandemic in our community.

All of the individual priorities listed will require further investigation by staff, and will be brought back before the Commissioners for approval before moving forward. The County may choose to alter or amend the proposed projects at any time based on prioritization of the County, availability of funds, timeline of the project, and other factors that may impact the use of funds.

The Treasury has provided guidance for how counties may spend these funds, prioritizing the following eligible uses:

- Revenue replacement for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency, relative to revenues collected in the most recent fiscal year prior to the emergency (the County does not qualify for revenue replacement based on Treasury guidelines)
- COVID-19 expenditures or negative economic impacts of COVID-19, including assistance to small businesses, households, and hard-hit industries, and economic recovery
- Premium pay for essential workers
- Investment in water, sewer, storm water, and broadband infrastructure

While there is flexibility within these priorities, the County must be able to show a clear and obvious connection to responding the pandemic and its negative outcomes. The Treasury has also emphasized funding should be used to address economically distressed areas, or areas of underserved populations.

In generating the draft guidelines presented, the County consciously selected projects that would address the needs of the community in continuing to respond to the pandemic, improve public health through water and sewer infrastructure enhancements, accessibility to parks and internet access, assist local businesses and non-

profits, and have long-lasting impacts on the County.

The following is a high-level breakdown of the proposed spending plan:

- **Water & Sewer Projects - \$13,500,000**  
Capital expansion and/or replacement of the water and sewer utility to improve service levels and promote system expansion, including cyber-security upgrades
- **Community Investment & Enhancement - \$6,200,000**  
Small Business Grants, Non-profit community assistance, Housing & Weatherization program, Mental Health grant program, Lead & Copper Remediation program implementation, Parks & Recreation capital projects, Library Services enhancement, and BCC parking lot improvement for mass vaccination site
- **County Improvement Projects - \$3,844,201**  
Capital construction expenses for HHS, IT improvements, Essential Worker compensation, Air purification system for County buildings, and PPE expenses
- **Future Projects - \$2,769,906**  
Maintain funds for future priorities that have yet to be identified
- **Administrative Expenses - \$1,384,953**  
Maintain funds for administrative or reporting expenses that may be incurred

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend the Board of Commissioners approve the draft plan in guidance for the American Rescue Plan Act funded projects.

**ATTACHMENTS:**

Description

- ▣ ARPA Funding Summary

## ARPA Funding Summary for Brunswick County

Priority	Funding Amount	Percent of Funding	Purpose
Water & Sewer Projects	\$13,500,000	49%	Capital expansion and/or replacement of the water and sewer utility to improve service levels and promote system expansion, including cyber-security upgrades.
Community Investment and Enhancement Projects	\$6,200,000	22%	Small Business Grants, Lead & Cooper Remediation program, Non-profit community assistance, Housing & Weatherization program, Mental Health grant program, Parks & Recreation capital projects, Library Services enhancement, BCC parking lot improvement for mass vaccination site
County Improvement Projects	\$3,844,201	14%	Capital construction expenses for HHS, IT improvements, Essential Worker compensation, Air purification system for County buildings, PPE expenses
Future Projects Not Yet Identified	\$2,769,906	10%	Maintain funds for future priorities that have yet to be identified
Administrative Expense	\$1,384,953	5%	Maintain funds for administrative or reporting expenses that may be incurred
<b>Total</b>	<b>\$27,699,060</b>		



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

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

**From:**  
Bob Shaver, County Attorney

County Attorney - NC MOA Relating to Allocation of Opioid  
Litigation Proceeds

**Issue/Action Requested:**

Consider Adoption of A Resolution By The County Of Brunswick Approving The Memorandum Of Agreement (MOA) Between The State Of North Carolina And Local Governments On Proceeds Relating To The Settlement Of Opioid Litigation

**Background/Purpose of Request:**

There is a pending national settlement with the largest opioid drug distributors, Cardinal, McKesson, and AmerisourceBergen, as well as with Johnson & Johnson, which could bring as much as \$850 million to North Carolina over an 18-year period to support state and local efforts to address the epidemic.

Because the national settlement will result in monetary allocations to the states, the State and its local governments need to agree on further allocation and use of those funds. The NC MOA governs how North Carolina would use the proceeds of the national settlement.

To maximize funds flowing to North Carolina communities on the front lines of the opioid epidemic, the agreement would direct settlement funds as follows:

- 80 percent to local governments, including all 100 counties and 17 municipalities.
- 15 percent to the state, which the General Assembly would appropriate to address the epidemic.
- An additional five percent to an incentive fund to encourage counties and large- and medium-size municipalities to sign on to the agreement.

The NC MOA is endorsed by the North Carolina Association of County Commissioners Board of Directors, which adopted a resolution in support of the agreement urging all 100 counties and municipal partners to sign on to it.

The state of North Carolina, 76 counties, and eight municipalities are engaged in litigation with or investigations of opioid manufacturers and distributors. All 100 counties – along with large- and medium-size municipalities – have the opportunity to review and sign on to the agreement.

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

Yes

**County Manager's Recommendation:**

Recommend Adoption of A Resolution By The County Of Brunswick Approving The Memorandum Of Agreement (MOA) Between The State Of North Carolina And Local Governments On Proceeds Relating To The Settlement Of Opioid Litigation.

**ATTACHMENTS:**

Description

- ▣ Resolution Adopting Opioid MOA



**A RESOLUTION BY THE COUNTY OF BRUNSWICK  
APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF  
NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE  
SETTLEMENT OF OPIOID LITIGATION**

**WHEREAS**, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and

**WHEREAS**, the COVID-19 pandemic has compounded the opioid crisis, increasing levels of drug misuse, addiction, and overdose death; and

**WHEREAS**, the Centers for Disease Control and Prevention estimates the total "economic burden" of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

**WHEREAS**, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

**WHEREAS**, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and

**WHEREAS**, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and

**WHEREAS**, by signing onto the MOA, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, once a negotiation is finalized, as quickly, effectively, and directly as possible; and

**WHEREAS**, it is advantageous to all North Carolinians for local governments, including Brunswick County and its citizens, to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

**WHEREAS**, the MOA directs substantial resources over multiple years to local governments on the front lines of the opioid epidemic while ensuring that these resources are used in an effective way to address the crisis.



**NOW, THEREFORE BE IT RESOLVED**, Brunswick County hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina as a result of the opioid crisis. Furthermore, Brunswick County authorizes the County Attorney take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter. Be it further resolved copies of this resolution and the signed MOA be sent to [opioiddocs@ncdoj.gov](mailto:opioiddocs@ncdoj.gov) as well as forwarded to the North Carolina Association of County Commissioners at [communications@ncacc.org](mailto:communications@ncacc.org).

Adopted this the 7<sup>th</sup> day of September, 2021.

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Randell Thompson, Chair  
Brunswick County Board of Commissioners

ATTEST:

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Daralyn Spivey

Clerk to the Board

**MEMORANDUM OF AGREEMENT  
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS  
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

**IN WITNESS WHEREOF**, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

**SIGNATURE PAGE FOR THE STATE OF NORTH CAROLINA**

**THE STATE OF NORTH CAROLINA**

By: \_\_\_\_\_  
Name: Joshua H. Stein  
Title: Attorney General  
Date: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT  
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS  
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

**IN WITNESS WHEREOF**, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

**SIGNATURE PAGE FOR BRUNSWICK COUNTY AND ITS MUNICIPALITIES**

County Government

**BRUNSWICK COUNTY**

By: \_\_\_\_\_  
Randell Thompson

Title: Chair, Brunswick County Board of  
Commissioners

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

ATTEST:

\_\_\_\_\_  
Daralyn Spivey  
Clerk to the Brunswick County Board of Commissioners



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

**Action Item # VII. - 3.**

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

Utilities - Town of St. James ARP Funds (John Nichols, PE,  
Director of Public Utilities)

**Issue/Action Requested:**

Request that the Board of Commissioners authorize staff to negotiate an inter-local agreement with the Town of St. James for the transfer of American Rescue Plan (ARP) funds in the amount of \$1,991,221.16 for use in water system upgrades beneficial to the Town of St. James.

**Background/Purpose of Request:**

Residents within the Town of St. James receive water and sewer service from Brunswick County Utilities and during seasonal peak demand times some areas may suffer from reduced pressure. The Town is requesting that the County consider a joint undertaking to evaluate and remedy these pressure issues with a significant portion of the work being funded with the Town's \$1,991,221.16 American Rescue Plan Funds. There is currently a project on the County's Capital Improvement Plan listed "On the Horizon" in the amount of \$3,421,000 to address the issue. They would request that this project be started as soon as possible after execution of an agreement.

An engineering study would be performed to determine the necessary improvements and the order in which they should be made. Improvements may include an elevated water storage tank in the St. James/Middleton Road area, additional transmission water mains, additional small diameter water mains within the development to address localized areas of low pressure, and pressure sustaining valves installed on the existing 24" potable water main on Highway 211. With the contribution from the Town, the County's estimated cost of the project would be reduced to \$1,430,000.

The Town council voted August 4, 2021, to authorize Mayor Toner to propose this plan of action to the Board of Commissioners. Staff recommends that they be authorized to negotiate an inter-local agreement with the Town of St. James for the transfer of American Rescue Plan (ARP) funds in the amount of \$1,991,221.16 for use in water system upgrades beneficial to the Town of St. James.

**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 authorize staff to negotiate an inter-local agreement with the Town of St. James for the transfer of American Rescue Plan (ARP) funds in the amount of \$1,991,221.16 for use in water system upgrades beneficial to the Town of St. James.

**ATTACHMENTS:**

## Description

- ▣ Utilities - ARP Letter from St. James Mayor Jean Toner - Attach 1



TOWN OF  
**ST. JAMES**  
*North Carolina*

August 4, 2021

Mr. Richard Woodruff  
County Administrator  
Brunswick County Government  
30 Government Center Drive  
David R. Sandifer Building – 3<sup>rd</sup> Floor  
Bolivia, NC 28422

Re: American Rescue Plan (ARP) Funding & St. James Water Pressure Issues

Dear Mr. Woodruff,

For several years the Mayor and Town Council and the Brunswick County Department of Public Utilities have received complaints from the residents within the incorporated limits of the Town of St. James about county-owned public water supply pressure issues. Several theories have been fostered (pipe size, irrigation, rapid development, etc.) as to why this problem exists. It may be one or several combined that have contributed to this problem.

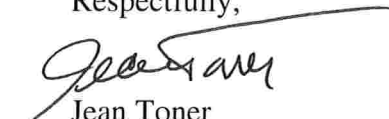
The passage of the American Rescue Plan and its subsequent allocation of federal funding to state and local government including the Town of St. James and Brunswick County government provides a unique opportunity for the town and county to partnership together to resolve this longstanding issue.

Town and county staff have recently met and have proposed a plan that would see the Town of St. James transfer to Brunswick County our share of ARP funding in the amount of \$ 1,991,221.16 to be used with sufficient county ARP funding to undertake a feasibility study that would lead to engineering and construction of a solution to the pressure problems.

This proposal was discussed by the St. James Town Council at our work session held on July 22, 2021, and at our public meeting on August 4, 2021, at which time the Town Council voted in public session to authorized me as Mayor to sign this letter and officially propose this plan of action to the Brunswick County Board of Commissioners.

If you have any questions concerning this request, please do not hesitate to contact Town Manager Jeff Repp or me. The Town looks forward to working with the County on this endeavor.

Respectfully,

  
Jean Toner  
Mayor



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
**September 7, 2021**

**Action Item # IX. - 1.**  
Closed Session

**From:**  
Daralyn Spivey

**Issue/Action Requested:**

Request that the Board of Commissioners enter into closed session pursuant to G.S. 143-318.11(a)(1) to approve closed session minutes and G.S. 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses, including any economic development incentives that may be offered by the County in negotiations.

**Background/Purpose of Request:**

**Fiscal Impact:**

Reviewed By Director of Fiscal Operations

**Approved By County Attorney:**

**County Manager's Recommendation:**

Recommend the Board of Commissioners enter into closed session pursuant to G.S. 143-318.11(a)(1) to approve closed session minutes and G.S. 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses, including any economic development incentives that may be offered by the County in negotiations.