BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
October 17, 2022
6:00 PM

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Adjustments/Approval of Agenda

IV. Public Comments

V. Approval of Consent Agenda

1. Administration - Brunswick County Schools Contracts with Becker Morgan Group design contract for Science Room Renovation (Middle and High Schools) School Addition

   Request that the Board of Commissioners approve and authorize the Chairman to sign the Becker Morgan Group, Inc design contract in the amount of $304,600 for Science Room Renovations for middle and high schools.

2. Clerk to the Board - Meeting Minutes October 3, 2022

   Request the Board of Commissioners approve the meeting minutes for September 19, 2022.

3. County Attorney - Extension of Grant Term

   Extend the termination date for the NC Department of Commerce grant for the Pacon economic development project for one year, until April 18, 2023.

4. County Attorney - Goose Lane Extension Water DOD

   Consider accepting the Deed of Dedication for water infrastructure for Goose Lane Extension, located in Shallotte Township.

5. Emergency Services - Bald Head Island Ambulance Franchise and Contract

   Request for approval of the annual ambulance franchise agreement and contract for the Village of Bald Head Island Fire/EMS to provide EMS coverage on Bald Head Island, as part of the Brunswick County EMS System. This contract also includes an annual payment of $298,500.00 to support the services provided on Bald Head Island.

6. Emergency Services - Brunswick Search and Rescue Contract

   Emergency Services is requesting the approval of the contract with Brunswick Search and Rescue. This contract includes county funding in the amount of $10,000.00 that was approved in the FY22/23 budget.

7. Emergency Services - Columbus County EMS Ambulance Franchise

   Request approval of the ambulance franchise agreement for Columbus County Emergency Medical Services, Inc. for providing non-emergency ambulance services within Brunswick County.

8. Emergency Services - Med1 NC Services LLC

   Emergency Services is requesting approval of the annual ambulance franchise agreement with Med1 NC Services, LLC. This agreement is an annual agreement between Brunswick County and Med 1 NC Services, LLC; for them to provide non-emergency ambulance transport services within the County

9. Emergency Services - North Carolina Emergency Management Exercise Competitive Grant

Request the Board of Commissioner's approve a grant application for the North Carolina Emergency Management Exercise Grant program for a Cyber Exercise.

10. Emergency Services - Novant Health Vitalink Airlink Ambulance Franchise Agreement

    Emergency Services is requesting approval of the annual ambulance franchise agreement for Novant Health Vitalink Airlink. They provide non-emergency transports within Brunswick County.

11. Emergency Services - Oak Island Water Rescue Agreement

    Emergency Services request the approval of the contract with Oak Island Water Rescue for the provision of water rescue services. This contract includes an annual payment of $9000.00 for their services.

12. 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.

    -Northeast Brunswick Capital and Replacement Rollover Budget Amendment
    Appropriate $1,334 of interest and fund balance of $341,472 for rollover of Northeast Brunswick Regional Capital and Replacement funds transfer to reserve after year end June 30, 2022 reconciliation.

    -Ocean Isle Beach Capital and Replacement Rollover Budget Amendment
    Appropriate $310 of interest and fund balance of $85,541 for rollover of Ocean Isle Beach Capital and Replacement funds transfer to reserve after year end June 30, 2022 reconciliation.

    -West Brunswick Capital and Replacement Rollover Budget Amendment
    Appropriate $417 of interest and fund balance of $405,447 for rollover of West Brunswick Regional Capital and Replacement funds transfer to reserve after year end June 30, 2022 reconciliation.

    -Airport Grants Budget Amendment and CPO
    Appropriate $450,000 of state capital infrastructure grant funds with no local match required as awarded in grant 36244.58.15.1, $13,469 of 2019 Federal NPE grant funds with local match required of $1,497 as awarded in grant 36237.45.19.1, $166,666 of 2020 Federal NPE with no local match, and $166,666 of 2021 Federal NPE grant funds with no local match required as awarded in grant 36237.45.19.2 by NCDOT-Division of Aviation.

    -Wastewater Insurance Proceeds Budget Amendment
    Appropriate $15,889 of insurance proceeds for necessary repairs due to lightning strike.

    -Professional Services Budget Amendment
    Appropriate fund balance of $87,209 for remainder of contract with Ward and Smith PA and The Ferguson Group to represent Brunswick County with regard to its government relations work and associated issues thru April 2023.

    -Financial Reports for September 2022 (unaudited)
    Included are Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All fiscal year to date reports are provided at: http://brunswickcountync.gov/finance/reports

13. Human Resources - Policy #310 Amendment

Request that the Board of Commissioners approve of an amendment to Policy#310, Section 2.1 retroactively to October 3, 2022 to align with an update to County timekeeping procedures.

14. IT - CivicPlus Statement of Work- Department Header Package for Elections Department Webpage

    Request Brunswick County Board of Commissioners approve the (attached) Statement of Work for the implementation of CivicPlus' Premium Department Header Package for CivicEngage to be used for the Brunswick County Elections Department. Incorporating this premium package into CivicEngage will provide the Elections Department with additional functionality and flexibility allowing them to have a page specific site ID, navigation, banner, graphic links, colors, and design styles providing desired uniqueness while following the main site layout.

15. Sheriff's Office - GHSP LEL Grant Award Acceptance

    Request the Board of Commissioners accept a grant award with the North Carolina Governor's Highway Safety Program (GHSP) which will allow for federal funding to assist with the Law Enforcement Liaison position currently held by a Sheriff's Office Lieutenant. The total value of the grant is $25,000 with no county match required.

16. Tax Admin - October 2022 MV Discovery Valuation & Levy for September 2022

    Request that the Board of Commissioners approve the October 2022 motor vehicle value & levy discoveries created in September 2022.

17. Tax Admin - October 2022 Releases

    Request that the Board of Commissioners approve the October 2022 releases.

18. Tax Administration - Schedule of Values for 2023 Revaluation

    Request the Board of Commissioners to adopt the Schedule of Values for use in the 2023 countywide reappraisal.

19. Utilities - OIB WWTP Infiltration Basin Study Task Order No. 5 (Brent Lockamy, PE - Deputy Director)

    Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the Task Order No. 5 with ECS Southeast, LLP in an amount of $36,500 for services associated with the On-Call Engineering Contract.

20. Utilities - Ratify Grant Application Form - NWWTP Reverse Osmosis Project (Brent Lockamy, PE - Deputy Director)

    Request that the Board of Commissioners ratify attached Brunswick County Grant Application Evaluation Form.

VI. Presentation

1. Governing Body - Resolution Supporting Operation Green Light for Veterans

   Request the Board of Commissioners adopt the attached resolution honoring Veterans of Brunswick County.

VII. Administrative Report

1. Administration - Inclement Weather Pay 9/30/22

   Request that the Board of Commissioners consider approving a one time payment of up to one normal shift's pay to each essential employee for the hours worked on any shift that began during 9/30/22.

2. Parks & Recreation - Capital and Deferred Maintenance Funding Request

   Request that the Board of Commissioners appropriate available Fund Balance to

pay-go operating improvements previously identified in the 5-Year Capital Improvement Plan for park repair, maintenance, and capital improvements.

3. Planning - Municipal Planning Services for Town of Sandy Creek (Kirstie Dixon)

   Request that the Board of Commissioners consider entering into an Interlocal Agreement with the Town of Sandy Creek to provide municipal planning services.

4. Sheriff's Office - ARPA Revenue Replacement Project - Armored Vehicle

   Request that the Board of Commissioners approve one of the Revenue Replacement Projects that is part of the overall American Rescue Plan Act (ARPA) implementation. This project, titled "Armored Rapid Response Vehicle" on the approved list, is the purchase of a specialty vehicle for the Sheriff's Office at a value of just under $330,000. Further request the Board of Commissioners award the contract for this project to Lenco Industries Inc. utilizing the North Carolina Sheriffs' Association Fire/EMS/Law Enforcement Specialty Vehicles Procurement Program Contract.

5. Sheriff's Office - GHSP Traffic Unit Grant Award Acceptance

   Request the Board of Commissioners accept a grant award with the North Carolina Governor's Highway Safety Program (GHSP) which will allow for the creation of a Traffic Unit at the Sheriff's Office. The grant provides for federal funding of three deputy positions, vehicles, and associated equipment. The total value of the grant is $331,367.00 with a 15% county match of $58,477 for a total project cost of $389,844 the first year.

6. Utilities - UOC Building Expansion Project (Brent Lockamy, PE - Deputy Director)

   Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the contract with Paragon Building Corporation in the amount of $1,512,976 for the construction of the Utility Operations Center Building Expansion project, approve additional funds in the amount of $520,576 for the project, authorize the associated budget amendment, and authorize the Notice to Proceed.

VIII. Other Business/Informal Discussion

IX. Adjournment

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

From:
Aaron Smith

Action Item # V. - 1.
Administration - Brunswick County Schools Contracts with Becker Morgan Group design contract for Science Room Renovation (Middle and High Schools) School Addition

Issue/Action Requested:
Request that the Board of Commissioners approve and authorize the Chairman to sign the Becker Morgan Group, Inc design contract in the amount of $304,600 for Science Room Renovations for middle and high schools.

Background/Purpose of Request:
Brunswick County Schools Operations Committe approved the contracts on October 4, 2022 after staff reviewed statements of qualifications for two firms and recommends the design contract with Becker Morgan Group, Inc. in the amount of $304,600 for design of science rooms renovations at middle and high schools be executed by the Board of Commissioners. Staff negotiated with Becker Morgan and was given a proposal in the amount of $304,600. The contract will be funded by bond proceeds.

Fiscal Impact:
Reviewed By Director of Fiscal Operations
Funds available in the project

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve and authorize the Chairman to sign the Becker Morgan Group, Inc design contract in the amount of $304,600 for Science Room Renovations for middle and high schools.

ATTACHMENTS:

Description

- 20221017 Attach BCS Agenda Item.pdf
- 20221017 Attach Becker_Morgan_Group_-_Science_Room_Renos_MS_and_HS_-_partially_executed.pdf

BRUNSWICK COUNTY SCHOOLS

35 Referendum Drive Bolivia, North Carolina 28422 Phone: 910-406-5100 Fax: 866-29 1-7891

___ Board Presentation	✓ App roved
___ Report to the Board	__ Den ied
✓ Consent Agenda	__ Deferred
___ Action Agenda	
___ Discussion Agenda	Attest: Clerk to the Board
___ Confidential Agenda	VB
___ Information Item	
___ Announcement	Date 10/4/22

Date: **September 20, 2022**

To: **Operations Committee**

From: **Craig Eckert**

Subject: **Science Classroom renovations**

BACKGROUND

Science classroom renovations were approved in the 2016 Bond budget. A RFQ was advertised on January 13, 2022 for an Architect firm to design science classroom renovations at all middle and high schools. Two Statement of Qualifications were received on January 25, 2022.

CURRENT STATUS

Staff members reviewed statements of qualification for the two firms and recommended Becker Morgan Group, Inc. Staff negotiated with Becker Morgan and was given a proposal in the amount of $304,600.

RECOMMENDATION

Staff request the Board forward the contract to Brunswick County Commissioners for execution at the October 4th Board meeting.

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AGREEMENT FOR

DESIGN CONSULTANT SERVICES

BETWEEN

BRUNSWICK COUNTY BY AND THROUGH ITS AUTHORIZED AGENT, BRUNSWICK COUNTY BOARD OF EDUCATION

hereinafter referred to as the Owner

AND

BECKER MORGAN GROUP, INC.

hereinafter referred to as the Design Consultant

PROJECT: **Science Room Renovations (Middle Schools and High Schools)**

PROJECT #: **153.VAR.22.CPP.178**

DATE: **October 17, 2022**

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AGREEMENT FOR DESIGN CONSULTANT SERVICES

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AGREEMENT FOR

DESIGN CONSULTANT SERVICES

This Agreement is made this 17th day of October, 2022 by and between the Owner Brunswick County by and through its authorized agent, Brunswick County Board of Education, and the Design Consultant: Becker Morgan Group, Inc. for Professional Services in connection with the Project known as:

Science Room Renovations at Middle and High Schools

The Owner and the Design Consultant agree as set forth below:

ARTICLE 1

DEFINITIONS

The following words and phrases where appearing in initial capitalization, shall for the purposes of this Agreement have the following meanings:

1.1 Project. The objective is to design and renovate science classrooms at the middle and high schools. (Early College High School, South Brunswick High School, North Brunswick High School, West Brunswick High School, Cedar Grove Middle School, Leland Middle School, Shallotte Middle School, Leland Middle School and Waccamaw K-8)

1.1.1 Project Parameters

1.1.1.1 The physical parameters are: renovate science classrooms in all middle and high schools with emphasis on safety per NCSBE science safety requirements and curriculum need.

1.1.1.2 Overview of Design Consultant's Scope: The Design Consultant's fee includes the complete renovation design of a science rooms including all architectural, extensions of utilities. civil, structural, mechanical, plumbing. electrical, fire suppression. Technology infrastructure. structured cabling, phone system, paging system, data systems, intrusion detection system, video surveillance system, audio systems, video distribution system, and any other work required for a complete set of design documents. The Design Consultant shall assist in the development of the Building Program and Educational Specifications. The fee also includes coordination with Owner provided vendors for furniture and equipment to design the spaces.

1.2 Design Consultant. Design Consultant as used herein shall mean the architect or engineer identified above.

1.3 Sub-consultant. Sub-consultant as used herein shall mean any consultant or sub-consultant retained by or on the behalf of the Design Consultant for the performance of any Services pursuant to this Agreement. The Design Consultant’s use of a sub-consultant shall not relieve the Design Consultant of any responsibility for providing the Services outlined in this Agreement.

1.4 Services. The Services to be performed by the Design Consultant under this Agreement shall consist of the Basic Services described in Article 3, any Additional Services under Article 7, and any other obligations of the Design Consultant included in this Agreement.

1.5 Construction Contract. The Construction Contract shall consist of the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Owner-Contractor Agreement, and all General Conditions, Amended Conditions, and Supplemental Conditions thereto, all of which shall be compatible and consistent with this Agreement.

1.6 Construction Contract Award Price. The amount established in the Design, Construction and Equipment Budget, attached as Exhibit A, for the total cost of the work to be performed by the Contractor pursuant to the Construction Contract shall be referred to as the Construction Contract Award Price or CCAP.

1.7 Contractor. The Contractor is the person or entity which enters into an agreement with the Owner to perform the construction of or any construction on the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative.

1.8 Program of Requirements. The Program of Requirements or "Program" is the detailed written summary of the requirements of the facility which sets forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, quality levels, flexibility and expandability, special equipment and systems and site requirements, as described in Exhibit B. The Program of Requirements shall include any Design Guidelines the Owner provides for the Project.

1.9 Management Plan. The Management Plan is the description and definition of the phasing, sequencing and timing of the major project activities for design, construction procurement, construction and occupancy as described in Exhibit C. The Management Plan shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for the approval of submissions by authorities having jurisdiction over the Project. The Management Plan shall generally adhere to the following anticipated dates and construction milestone dates:

Completion of construction documents	-	January 17, 2023
Construction commencement date	-	June 5, 2023
Substantial completion date	-	August 14, 2023

1.10 Design Phase Change Order. A Design Phase Change Order is the form of documentation from the Owner approving and authorizing a modification to Exhibits A, B and/or C attached hereto, or previously approved Design Phase documents.

ARTICLE 2

RELATIONSHIP OF THE PARTIES

2.1 Design Consultant Services. The Design Consultant shall provide professional architectural/engineering services for the Project in accordance with the terms and conditions of this Agreement. The Design Consultant's performance of the Services shall be as professional consultant to the Owner to carry out the activities of Project design and construction administration and to provide the technical documents and supervision to achieve the Owner's Project objectives. The Design Consultant may employ subconsultants to provide discreet portions of the Services pursuant to this Agreement. The Design Consultant shall ensure that all services provided by a subconsultant are provided in accordance with the terms and conditions of this Agreement. The Design Consultant shall coordinate the services of any Owner provided professional consultants and any vendors for furniture and equipment to design spaces.

2.1.1 The consultants retained at the Design Consultant's expense include the following:

Plumbing: CBHF Engineers
Mechanical: CBHF Engineers
Electrical: CBHF Engineers

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2.1.2 The Design Consultant shall require each of its consultants to execute an agreement similar to the agreement attached as Exhibit D certifying that the consultant has read and is thoroughly familiar with the terms of this Agreement and that the pertinent provisions of this Agreement shall govern the work performed by the consultant.

2.2 Owner Representation. The Owner shall employ and assign a Project Manager from the Brunswick County Board of Education to serve as the Owner's Representative on the Project ("Owner's Representative"). The Owner's Representative has no design responsibilities of any nature. None of the activities of the Owner's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Design Consultant or subconsultant in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. Instructions by the Owner to the Design Consultant relating to the Services will be issued or made by or through and in accordance with procedural, organizational, and documentation standards established by the Owner's Representative. Communications and submittals of the Design Consultant to the Owner and Contractor shall be in writing and issued or made in accord with similar procedural and documentation standards established by the Owner's Representative. The Owner's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Design Consultant and Contractor and to call periodic conferences to be attended by the Design Consultant, and its subconsultants, throughout the term of this Agreement.

2.3 Other Consultants. The Owner may provide drawings, consultation, recommendations, suggestions, data and/or other information relating to the Project from other consultants under separate contract with the Owner, including but not limited to: Land Surveying Consultant, Geotechnical Consultant, and/or Materials Testing Consultant.

2.4 Design Consultant Representation.

2.4.1 The Design Consultant shall provide a list of all subconsultants which the Design Consultant intends to utilize relating to the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the subconsultants as may be requested by the Owner. The Owner will review the subconsultants proposed. The Design Consultant shall not retain a subconsultant to which the Owner has a reasonable objection. The Design Consultant shall be and use only individuals or firms that are properly licensed in North Carolina and regularly engaged in the fields of expertise required for this Project. In addition, the Design Consultant shall use an individual or firm with specific expertise in roofing certified by licensure as a Registered Roofing Consultant for any projects containing any roofing work.

2.4.2 The Design Consultant shall provide to the Owner a list of the proposed key project personnel of the Design Consultant by position, including subconsultants, to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the Owner, through the Owner's Representative. Such key personnel and consultants shall be satisfactory to the Owner and shall not be changed except with the consent of the Owner unless said personnel cease to be employed.

2.4.3 The Design Consultant shall include normal structural, plumbing, mechanical, electrical and other engineering services necessary to produce a reasonably complete and accurate set of Construction Documents. All consultants who will perform services required by this Agreement shall execute an agreement with the Design Consultant with terms not inconsistent with this Agreement.

2.4.4 The Design Consultant represents and warrants that at the time of execution of this Agreement he has and will retain all licenses and certifications required of him to perform the services and other work identified in this Agreement and associated contract documents. The Design Consultant further represents and warrants that it is lawfully licensed to practice architecture in

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the jurisdiction where the project is located. The Design Consultant shall keep this licensure in good standing without lapse throughout the term of this Agreement. The Design Consultant shall provide proof of this licensure to the Owner and/or Contractor upon request.

2.5. Division of Responsibilities/Services. The Design Consultant understands and agrees that should the Owner's Representative or consultant retained by the Owner provide the Design Consultant with any estimating assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities on the part of the Owner, or any other representative of the Owner shall in no way relieve the Design Consultant of the responsibility of fulfilling its obligations and responsibilities under this Agreement.

ARTICLE 3

BASIC SERVICES

3.1 Scope of Services. The Basic Services, as defined in this Article, to be provided by the Design Consultant shall be performed in the phases described hereinafter and shall include architectural, landscape architectural, civil engineering, structural engineering, mechanical engineering, electrical engineering, roofing engineering, and all other services customarily furnished by an architect/engineer on similar projects in accordance with generally accepted architectural and engineering practices consistent with the terms of this Agreement. The Design Consultant shall utilize an individual or firm with specific expertise in acoustics for any middle or high school auditorium or music room. The Basic Services to be performed by the Design Consultant consist of professional tasks which have as their objective design, production of technical documents and construction administration to provide the Owner with a complete and properly functioning facility. The Basic Services shall be performed in accordance with the standard of care set forth in this Agreement. The facility shall be suitable for the Owner's purposes, be structurally sound, satisfy the Owner's requirements, comply with all applicable codes and laws, and be completed on a timely basis and within the approved construction budget. To provide the optimal constructed value, the Design Consultant shall analyze alternative materials and building systems at the appropriate phases throughout the Basic Services phases.

3.1.1 This Agreement describes the Design Consultant's Basic Services in seven (7) phases. Each of these phases (Design Narrative, Schematic Design, Design Development, Construction Contract, Permitting and Bid/ Negotiation, Construction, and Post Construction) may be divided to facilitate bidding of separate trade contracts or phased construction activities. The Owner shall have the right to determine early, late and other separate contract awards and may modify the Management Plan to change the number and times of issue of various contract document packages at no additional compensation to the Design Consultant so long as there are no more than two bid packages for the various portions of the Project (which package is exclusive of individual material purchase orders, bid package alternates and rework by the Design Consultant of documents already completed).

3.1.1.1 The Services described below are under the Project phases in which they customarily occur. This order is for convenience only and does not necessarily reflect the sequence in which a service will actually be performed, or necessarily limit the Project, or a designated portion of the Project, to one of each phase. The Owner reserves the right to designate the phasing of segregated portions of the Services and to modify the Management Plan, within the terms and conditions of this Agreement.

3.1.1.2 The Design Consultant agrees that time is of the essence and that failure to perform duties on the Project within the time limits established in the Management Plan may result in damages to the Owner.

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3.1.2. Design Narrative Phase.

3.1.2.1 The Design Consultant shall examine and analyze available information provided by the Owner and shall advise and recommend as to additional information necessary to begin specific design work on the Project.

3.1.2.2 Upon analysis of all available information and prior to initiating any design tasks, the Design Consultant shall participate in a pre-design Project analysis on the dates specified in the Management Plan contained in Exhibit C or as may subsequently be approved. The Design Consultant shall have in attendance the individuals who will represent the primary architectural and engineering disciplines on the Project and others as may be requested by the Owner's Representative. The Design Consultant shall take and transcribe minutes of the sessions.

3.1.2.3 Upon conclusion of the pre-design Project analysis and in accordance with the Management Plan, the Design Consultant shall prepare a report to the Owner (hereinafter referred to as the Design Narrative) which is the Design Consultant's interpretation of the Project requirements, design parameters and objectives, and results of the pre-design Project analysis. To the maximum extent possible, the Design Narrative will contain diagrammatic studies and pertinent text relative to: design concept; Program of Requirements; analysis of alternatives; internal functions; human, vehicle and material flow patterns; general space allocations; detailed review of operating functions; studies of adjacency, vertical and horizontal affinities; and outline descriptions of major building components and systems.

3.1.2.4 Upon written authorization from the Owner to proceed, and based on the approved Design Narrative, the anticipated construction cost, Program of Requirements, and the Management Plan (Exhibits A, B and C), the Design Consultant shall prepare Schematic Design studies consisting of drawings and other documents illustrating the design concept, scale and relationship of the Project components for approval by the Owner.

3.1.3 Schematic Design Phase.

3.1.3.1 The Design Consultant shall periodically provide the Owner's Representative with copies of Schematic Design studies for the Owner's Representative's review during the Schematic Design Phase. At the end of the Schematic Design Phase, the Design Consultant shall provide the Owner's Representative with up to four (4) full size complete sets of the drawings and other documents for approval by the Owner.

3.1.3.2 The Design Consultant, and the relevant subconsultants, shall participate as requested in meetings with Owner's staff to review the project, receive the Owner's input and provide responses to input.

3.1.3.3 The Design Consultant shall prepare the necessary documents and make presentations as scheduled to the Board of Education and/or its committees as determined by the Facility Planning & Construction Department. Documents required for presentation shall include mounted and colored site plans, floor plans and elevations.

3.1.3.4 Documents prepared by the Design Consultant for final Schematic Design Phase submittal shall include drawings and a written report. The drawings shall include, but not be limited to, a proposed site utilization study of the property of the Project, schematic plans of all floor plan conditions, and simplified elevations indicating the fundamentals of the architectural concept. The report shall include the status of the work in accordance with the Management Plan, a summary of programmed versus actual square footage by room or area and net to gross comparisons in a format defined by the Owner; such discussion of design factors, if any, as are pertinent in the opinion of the Design Consultant; and descriptions of proposed engineered systems, proposed construction methods, proposed materials and proposed work to be included

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in the construction contracts. Further, the report should include any minutes from meetings or telephone conferences with, or letters from review agencies with responses, and responses to all review comments from Owner from previous reviews. The Design Consultant shall submit an estimate and breakdown of the anticipated construction cost no later than two (2) business days in advance of the scheduled Schematic Design review meeting. The Design Consultant shall prepare such estimates in the form prescribed by the Owner to assure that the Project cost is within the CCAP.

3.1.3.5 A statement from the Design Consultant with the final Schematic Design Phase submittal shall be included that acknowledges that Design Consultant has reviewed the Program of Requirements and confirms that they have been incorporated in the documents unless specifically noted in writing.

3.1.3.6 The Design Consultant shall submit a written statement indicating that local governing authorities are aware of the Project, and the necessary requirements of such agency will be met.

3.1.3.7 To be considered acceptable for final Schematic Design Phase submittal, the documents shall contain all of the following unless otherwise agreed in writing:

3.1.3.7.1 Architectural

(i) Plans (at 1/8" scale) showing complete building layout, and identifying areas, room by room, showing square footage with comparisons to program standards, and core areas and their relationships.

(ii) Preliminary building section and elevations indicating location and size of fenestration.

(iii) Preliminary furniture layouts of critical spaces (i.e. dining area, media center).

(iv) Site plan(s) with building located and an overall grading plan with a minimum of 1’-0” contour lines. All major site development such as orientation, access road paving, walls and outside support buildings, structured parking facilities, programmed play areas, and paved parking lots, along with preliminary stormwater management and erosion control features should be shown.

(v) Gross and net area calculations separated to show conformance with the Program of Requirements.

(vi) Preliminary Building Code Summary.

3.1.3.7.2 Structural

(i) Narrative of structural system (precast, structural steel with composite deck, structural steel with bar joists, etc.).

(ii) Identification of foundation requirements (fill requirements, piles, caissons, spread, footings, etc.).

3.1.3.7.3 Mechanical

(i) Block heating, ventilating and cooling loads calculations including skin versus internal loading.

(ii) Single-line drawings of all mechanical equipment spaces, duct chases and pipe chases.

(iii) Location of all major equipment in allocated spaces.

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(iv) Location of all service entrances.

3.1.3.7.4 Electrical

(i) Lighting fixtures outlined in the plan and roughly scheduled showing types of fixtures to be used.

(ii) Major electrical equipment roughly scheduled indicating size and capacity.

(iii) Complete preliminary one-line electrical distribution diagrams with indications of final location of service entry, transformers and emergency generator, if required.

(iv) Description of specialized electrical systems (fire alarm, intercom, voice/data, MATV).

(v) Legend showing all symbols used on drawings.

(vi) Projected energy use.

3.1.3.8 Documents not complying with Subparagraph 3.1.3.7 shall be returned to the Design Consultant for correction at no additional charge to the Owner and with no change to the overall Project design schedule.

3.1.3.9 Upon Owner acceptance and approval of the Schematic Design, the structural bay sizes, floor elevations and exterior wall locations (building "footprint") may not be changed except by a design phase change order. Interior wall locations shall not be changed unless approved in writing by the Owner.

3.1.4 Design Development Phase.

3.1.4.1 The Design Consultant shall prepare from the approved Schematic Design Studies, for further approval by the Owner, the Design Development documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

3.1.4.2 Design Development documents prepared by the Design Consultant shall include drawings and a written report in more detail than the Schematic Design documents and shall take into account the Owner's comments on the previous submittal. The report shall include the status of the Services in accordance with the Management Plan, a summary of programmed versus actual square footage by room or area in a format defined by the Owner, such discussion of design factors, if any, as are pertinent in the opinion of the Design Consultant; and outline descriptions of proposed engineered systems, construction methods, materials and work to be included in the construction contracts. Drawings shall include dimensioned site development plan, floors plans, elevations, and typical sections indicating proposed construction. Drawings shall also include information on major finishes as well as diagrammatic drawings illustrating fundamentals of major engineered systems, i.e., structural, mechanical and electrical. The Design Consultant shall submit an estimate and breakdown of the anticipated construction cost no later than two (2) business days in advance of the scheduled Design Development review meeting. The Design Consultant shall prepare such estimates in the form prescribed by the Owner to assure itself that the project cost is within the CCAP.

3.1.4.3 A statement from the Design Consultant with the final Design Development Phase submittal shall be included acknowledges that Design Consultant has reviewed the Program of Requirements and confirms that they have been incorporated in the documents unless specifically noted in writing. The Design Consultant shall not incorporate asbestos-containing materials in the Project.

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3.1.4.4 The Design Consultant shall submit the final Design Development package, meeting minutes, etc. to show how review comments made in Schematic Design have been addressed. It should be clear from the notes where the specific item was incorporated into the Design Development submittal or an explanation if it was not incorporated.

3.1.4.5 The Design Consultant shall provide the Owner's Representative periodically with copies of in-progress Design Development documents during the Design Development Phase. At the end of the Design Development Phase the Design Consultant shall provide the Owner's Representative with up to four (4) full size complete sets of the drawings and design phase report for approval by the Owner. The documents for this final Design Development Phase submittal shall contain all of the following unless otherwise agreed in writing:

3.1.4.5.1 Architectural

(i) Project phasing plan.

(ii) Building Code Summary Sheet.

(iii) Life safety plans showing all fire walls and egress calculations.

(iv) Floor plans (at 1/8" scale) with final room locations including all openings.

(v) Wall sections showing final dimensional relationships, materials and component relationships.

(vi) Identification of all fixed and loose equipment, furniture, and furnishings.

(vii) Room inventory data sheets showing locations of furniture and equipment for each room. Owner will provide lists of furniture and equipment and format to Design Consultant. Hard copies and digital formats (if desired) will be provided to the Design Consultant.

(viii) Finish schedule identifying all finishes.

(ix) Preliminary door and window and hardware schedule showing final quantity plus type and quality levels.

(x) Preliminary development of details, including millwork details and large scale blow-ups.

(xi) Legend showing all symbols used on drawings.

(xii) Outline specifications of materials to be specified in the Construction Contract Phase.

(xiii) Reflective ceiling development including ceiling grid and all devices that penetrate the ceiling (i.e., light fixtures, sprinkler heads, ceiling register or diffusers, etc.).

3.1.4.5.2 Structural

(i) Plan drawings with all structural members located and sized.

(ii) Outline specifications of materials to be specified in the Construction Contract Phase.

3.1.4.5.3 Plumbing

(i) Piping, fixtures and equipment substantially located and sized.

(ii) Outline specifications of materials to be specified in the Construction Contract Phase.

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3.1.4.5.4 Mechanical

(i) Heating and cooling load calculations for each space and major duct or pipe runs sized to interface structural.

(ii) Major mechanical equipment scheduled indicating size and capacity.

(iii) Ductwork and piping substantially located and sized.

(iv) Above ceiling and/or mechanical room layouts to verify all, structural, mechanical, plumbing, electrical and fire protection systems fit in available spaces.

(v) Location of devices in ceiling.

(vi) Legend showing all symbols used on drawings.

(vii) Outline specifications of materials to be specified in the Construction Contract Phase.

(viii) Completed life cycle cost analysis in a format acceptable to the Owner and Design Consultant.

3.1.4.5.5 Electrical

(i) All power consuming equipment and load characteristics.

(ii) Total electric load.

(iii) Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.

(iv) Preliminary site lighting design coordinated with the power company.

(v) Outline specifications of materials to be specified in the Construction Contract Phase.

(vi) Lighting, power, telecommunications and office automation devices and receptacles shown in plan.

(vii) Preliminary light fixture schedule.

(viii) One line diagram of specialized electrical systems (fire alarm, intercom, voice/data, MATV) showing location of control equipment/panels and devices.

(ix) Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment, and any other special use areas, etc.

3.1.4.6 Documents not complying with Subparagraph 3.1.4.5 shall be returned to the Design Consultant for correction at no additional charge to the Owner and with no change to the overall Project design schedule.

3.1.5 Construction Contract Phase.

3.1.5.1 Upon written authorization from the Owner to proceed, the Design Consultant shall prepare from the approved Design Development documents, working drawings and specifications setting forth in detail the requirements for the construction of the entire Project. The Owner will provide a form contract between the Owner and Contractor, general conditions, some supplemental conditions and form payment and performance bonds which the Design Consultant shall

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incorporate into the Construction Contract Documents. The Design Consultant shall prepare the advertisement for bids, instructions to bidders, time control specification provisions, and bid forms which the Design Consultant shall also incorporate into the Construction Contract.

3.1.5.2 Construction Contract documents shall be completed within the time prescribed in the Management Plan.

3.1.5.3 Detailed drawings shall cover all work included in the Project or designated portion thereof. It is the responsibility of the Design Consultant to assure that the Construction Contract requires that no asbestos-containing materials are to be incorporated in the Project.

3.1.5.4 Single or multiple contracts shall be as stated in the Management Plan, and the detailed drawings for each contract shall be prepared by the Design Consultant with appropriate designation noted thereon.

3.1.5.5 Specifications shall be prepared using the Construction Specifications Institute 33 division format. Specifications for products, materials and equipment shall be written in full compliance with N. C. Gen. Stat. § 133-3 and all other relevant laws and building codes. Brand names may be used to specify a particular product to be bid as an alternate only in accordance with North Carolina law.

3.1.5.6 The Design Consultant shall update room data sheets to show furniture and equipment layouts as needed and requested by the Owner for each room. Owner will provide lists of furniture and equipment and format to the Design Consultant. When completed, final hard copies and digital information (if possible) will be provided by the Design Consultant to the Owner.

3.1.5.7 The Design Consultant shall provide a color board with exterior and interior color selection for review, approval and use by the Owner. The approved color board shall be submitted for use by the Owner with, or before, the 60% Construction Contract documents submittal.

3.1.5.8 The Design Consultant shall provide the Owner's Representative periodically with copies of in-progress Construction Contract documents during this phase. Additionally, and in accordance with the Management Plan, the Design Consultant shall submit for approval by the Owner up to four (4) full size complete sets of preliminary Construction Contract documents at the stage of 60% completeness along with the design phase report for approval by the Owner. The report shall incorporate the status of the Services in accordance with the Management Plan and a summary of programmed versus actual square footage in a format defined by the Owner by room or area. The Design Consultant shall submit an estimate and breakdown of the anticipated construction cost no later than two (2) business days in advance of the scheduled 60% Construction Contract documents review meeting. The Design Consultant shall prepare such estimates in the form prescribed by the Owner to assure that the project cost is within the CCAP. The documents for this 60% Construction Contract submittal shall, at a minimum, satisfy all of the requirements of the Design Development Phase, plus all of the following unless otherwise agreed in writing:

3.1.5.8.1 <u>General</u>

(i) Complete index of drawings

(ii) Vicinity plan

(iii) Building Code Summary

(iv) Life safety plans

(v) Energy data

(vi) Accessibility summary

(vii) U.L. details

(viii) Outline specifications of materials to be specified in the Construction Contract Phase

3.1.5.8.2 Architectural

(i) Demolition plans

(ii) Key plans with final room numbers as approved by Owner

(iii) Critical sections and details identified and drawn

(iv) Roof plan with all penetrations

(v) Kitchen layout and equipment schedule

(vi) Exterior elevations with control joints located

(vii) Enlarged toilet room layout with all fixtures and dimensions

(viii) Toilet room elevations

(ix) Reflected ceiling plan with all fixtures located and ceiling height identified

(x) Bulkhead and lintel details

(xi) Finish plan and schedule

(xii) Door and hardware schedule, elevations, and head and jamb details

(xiii) Masonry details

(xiv) Elevator sections and details if applicable

(xv) Furniture layout

(xvi) Casework elevations

(xvii) Air Barrier System details for all penetrations and terminations

(xviii) Outline specifications of materials to be specified in the Construction Contract Phase

3.1.5.8.3 Structural

(i) Demolition plans

(ii) Outline specifications of materials to be specified in the Construction Contract Phase

3.1.5.8.4 Plumbing

(i) Demolition plan

(ii) Fixture schedule

(iii) Plumbing plans

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(iv) Enlarged toilet room plans

(v) Riser diagrams for waste and vent, water, storm drainage, and gas

(vi) Plumbing details

(vii) Outline specifications of materials to be specified in the Construction Contract Phase

3.1.5.8.5 Mechanical

(i) Demolition plan

(ii) Ductwork and piping completely located and sized

(iii) Complete equipment schedules

(iv) Schematic control diagrams

(v) Mechanical details

(vi) Outline specifications of materials to be specified in the Construction Contract Phase

3.1.5.8.6 Electrical

(i) Demolition plan

(ii) Fixture schedule

(iii) Electrical site plan

(iv) Power plan with panels located and identified

(v) Lighting plan

(vi) Complete plans for auxiliary systems including but not limited to, fire alarm, voice/data, intercom, MATV, and security

(vii) Riser diagrams for all systems

(viii) Panel schedule

(ix) Outline specifications of materials to be specified in the Construction Contract Phase

3.1.5.8.7 Fire Protection

(i) Demolition plan

(ii) Fire protection plan with location of all hose and valve cabinets identified

(iii) Preliminary fire protection design calculations

(iv) Outline specifications

3.1.5.9 Documents not complying with Subparagraph 3.1.5.8 shall be returned to the Design Consultant for correction at no additional charge to the Owner and with no change to the overall Project design schedule.

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3.1.5.10 After review and approval of the 60% Construction Contract documents by the Owner, the Design Consultant shall continue with preparation of final Construction Contract and bid documents, including final specifications for all authorized work on the Project and shall incorporate in those final documents the comments and any modifications and changes desired by the Owner and any modifications required for compliance with all applicable codes, regulations, standards, the approved program, and prior written approvals and instructions of the Owner. The resulting final Construction Contract submittal is to be a complete, fully coordinated, integrated package, suitable for bidding distribution, without any significant addenda or further significant clarification required. If the Project is a prototype that has been previously constructed, the Design Consultant shall verify that all applicable change orders from previous projects have been incorporated into the bidding documents.

3.1.5.11 The Design Consultant, and any relevant subconsultants, shall participate in such reviews and meetings as are necessary to ensure that the Project design conforms to all applicable codes and all requirements of responsible agencies and will make any changes to the Construction Contract which are required for issuance of all permits and legal authorizations needed to construct the Project.

3.1.5.12 The Design Consultant shall submit all relevant applications for all required building permits within a reasonable time to receive final comments in time to issue any required addenda to the bidding documents.

3.1.5.13 At the completion of the Construction Contract Phase, the Design Consultant shall submit to the Owner up to four (4) full size complete sets of the drawings and design phase report of 100% complete documents prepared by the Design Consultant for final Construction Contract Phase submittal which shall include the final working drawings and specifications.

3.1.5.14 A statement from the Design Consultant with the final Construction Contract Phase submittal shall be included that acknowledges that Design Consultant has reviewed the Program of Requirements and represents that they have been incorporated in the documents, and that the actual versus programmed square footage has not changed from the approved Schematic Design and 60% Construction Contract submittals unless specifically noted in writing.

3.1.5.15 The Design Consultant shall submit with the final Construction Contract package, meeting minutes, etc. to show how review comments made in Design Development have been addressed. It should be clear from the notes if the specific item was incorporated into the Construction Contract submittal or not (with an explanation).

3.1.6 Permitting and Bidding/Negotiation Phase.

3.1.6.1 After receiving written authorization from the Owner, the Design Consultant shall proceed with the Permitting and Bidding/Negotiation Phase. There may be more than one Permitting and Bidding/Negotiation Phase, depending upon the Management Plan.

3.1.6.2 The Design Consultant shall coordinate and document the reproduction, distribution and retrieval of the bidding documents. Further, the Design Consultant shall coordinate and document the collection and return of deposits or payments. In addition to the bidders, documents shall be issued to all required code authorities, contractors, plan room, services, and others, as the Owner designates.

3.1.6.3 The Design Consultant shall facilitate the filing of applications, endeavor to expedite and coordinate obtaining all necessary permits, licenses and approvals, including paying any associated fees or assessments, required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, unless otherwise agreed in writing. Copies of all correspondence and applications shall be provided to the Owner. The Owner shall

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reimburse the Design Consultant for the actual cost of any fees or assessments paid by the Design Consultant pursuant to this subparagraph.

3.1.6.4 The Design Consultant shall prepare such clarifications and addenda to the bidding documents as may be required. The Design Consultant will provide these to the Owner for review prior to issuance to all holders of bid documents.

3.1.6.5 The Design Consultant will schedule and conduct Pre-Bid Conferences with prospective bidders to review the Project requirements. The Design Consultant shall provide knowledgeable representatives, including subconsultants, to participate in these conferences to explain and clarify the bidding documents. Within two (2) days after the Prebid Conference the Design Consultant shall deliver to the Owner, if needed, an addendum, incorporating any changes required from the Prebid Conference. The Design Consultant shall issue any required final addendum at least three (3) days prior to the bid date.

3.1.6.6 The Design Consultant shall assist the Owner in obtaining bids.

3.1.6.7 The Design Consultant shall prepare a certified bid tabulation and recommendation to the Owner concerning the award of the construction contract.

3.1.6.8 Should first bidding or negotiation produce prices in excess of the approved CCAP, the Design Consultant shall participate with the Owner's Representative in such re-bidding, re-negotiation, and re-design, at no additional expense to the Owner, as may be necessary to obtain price(s) within the approved CCAP or price(s) acceptable to the Owner. The Owner will assist in re-design decisions. All re-design must be approved by the Owner.

3.1.6.9 Should the Design Consultant re-design or conduct re-bidding under its responsibilities set out in the preceding paragraph, its' Construction Phase and Post Construction Services shall be extended to take re-design/re-bid delays into account at no additional expense to the Owner.

3.1.6.10 At the conclusion of bidding, the Design Consultant shall provide a copy of the conformed bid drawings and specifications (not 100% review set or bid set), in a source file format, with file names consistent with the Owner's requirements, for the Owner's use in updating its property accounting drawings for the Project

3.1.6.11 The Design Consultant shall assist the Owner's Representative in the preparation of the Agreement(s) between Owner and Contractor(s) for the Owner's execution. If requested by the Owner, the Design Consultant will prepare notice of contract award(s) and Notice(s) to Proceed for the Owner to forward to the Contractor(s).

3.1.7 Construction Phase.

3.1.7.1 The Construction Phase of the Project will commence with the award of the Construction Contract to the Contractor and will terminate when the Contractor achieves final completion of the Project.

3.1.7.2 The Design Consultant shall consult with the Owner and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Contractor for various portions of the work.

3.1.7.3 The Design Consultant shall review and approve shop drawings, samples, and other submissions of Contractor(s) for conformance with the design concept of the Project and for compliance with the Construction Contract. The Design Consultant shall prepare one final color board for the use of the Owner and one to be kept on the jobsite containing the Owner approved submittal samples. The review and return of submittals shall be accomplished by the Design Consultant within fourteen (14) calendar days from date of receipt except when otherwise authorized by the Owner's Representative.

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3.1.7.4 The Design Consultant shall provide necessary Project drawings, in electronic format, to the Contractor and subcontractors for use on this Project.

3.1.7.5 The Owner's Representative will establish with the Design Consultant procedures to be followed for review and processing of all shop drawings, catalog submissions, project reports, test reports, maintenance manuals, and other necessary documentation, as well as requests for changes and applications for extensions of time.

3.1.7.6 The Design Consultant shall, when requested by the Owner's Representative, prepare documentation related to change orders to the Owner-Contractor Agreement.

3.1.7.7 The Design Consultant shall render to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, interpretations of requirements of the Construction Contract. The Design Consultant shall make all interpretations consistent with the intent of and reasonably inferable from the Construction Contract. The Design Consultant's decision in matters relating to artistic effect shall be final if consistent with the intent of the Construction Contract.

3.1.7.8 Should errors, omissions or conflicts in the drawings, specifications or other Construction Contract documents by the Design Consultant be discovered, the Design Consultant will prepare and submit to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, such amendments or supplementary documents and provide consultation as may be required, for which the Design Consultant shall make no additional charges to the Owner.

3.1.7.9 The Owner's Representative shall be the point of contact for the Owner, except when the Owner shall direct otherwise by Board policy or in writing. All instructions to the Contractor(s) shall be issued by the Design Consultant except when ~~is~~ directed otherwise by the Owner's Representative.

3.1.7.10 The Design Consultant, including subconsultants, will have access to the Project site at all times. All site visits, observations and other activities by the Design Consultant shall be coordinated with the Owner's Representative and written report of such visits made promptly to the Owner's Representative.

3.1.7.11 The Design Consultant, including subconsultants, shall make such periodic visits to the Project site as may be necessary to familiarize themselves generally with the progress and quality of the construction and to determine in general if the construction is proceeding in accordance with the Construction Contract. On the basis of such on-site observations, the Design Consultant, including subconsultants, shall take reasonable steps to guard the Owner against defects and deficiencies in the construction of the Contractor. If the Design Consultant or a subconsultant observes any construction that does not conform to the Construction Contract, the Design Consultant shall immediately make an oral and written report of all such observations to the Owner's Representative. The Design Consultant and its subconsultants shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the Contractor’s work, but shall make as many observations as may be reasonably required to fulfil their obligations to the Owner. The Design Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the construction.

3.1.7.12 Periodic visits by the Design Consultant shall be not less than once weekly. Each subconsultant shall make periodic visits not less than once every two weeks, during the course of the Project applicable to its discipline. During critical construction phases, each subconsultant may be required to make periodic visits weekly. The subconsultants shall prepare and submit a report on each visit, submitted via the Design Consultant to the Owner's Representative within three (3) working days of the visit.

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3.1.7.13 The Design Consultant shall render written field reports relating to the periodic visits and observations of the Project required by Subparagraph 3.1.7.11 within three (3) working days to the Owner's Representative in the form required by the Owner's Representative.

3.1.7.14 The Design Consultant shall hold weekly construction progress meetings attended by the Owner's Representative and representatives from the Contractor and any relevant subcontractors and subconsultants. The Design Consultant shall render written minutes of this meeting within three (3) working days to all participants in a format acceptable to the Owner's Representative.

3.1.7.15 Based upon observations at the site and upon the Contractor's applications for payment, the Design Consultant shall determine the amount owing to the Contractor(s), pursuant to the terms of the Construction Contract, and shall issue certificates for payment to the Owner in such amounts. The Design Consultant's signing of a certificate of payment shall constitute a representation by the Design Consultant to the Owner, based upon the Design Consultant's observations at the site and the data comprising the application for payment, that the construction has progressed to the point indicated, that to the best of the Design Consultant's knowledge, information and belief, the quality of the construction appears to be in accordance with the Construction Contract (subject to: an evaluation of the Project for conformance with the Construction Contract upon substantial completion, as defined in the Construction Contract; the results of any subsequent tests required by the Construction Contract; minor deviations from the Construction Contract correctable prior to completion; and to any specific qualifications stated in the certificate for payment), and that the Contractor is entitled to payment in the amount certified. By signing a certificate for payment to the Owner, the Design Consultant shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Contractor has used the monies paid since the previous pay application, except the Design Consultant shall inquire into and notify the Owner of the status of any payment issues of which it is aware.

3.1.7.16 The Design Consultant and the Owner shall have authority to reject the Contractor’s work when in the Owner's or the Design Consultant's opinion the work does not conform to the Construction Contract. Whenever in the Owner's or the Design Consultant's reasonable opinion it is considered necessary or advisable to enforce the proper implementation of the intent of the Construction Contract, the Owner shall have the authority to require special inspection or testing of any of the Contractor’s work in accordance with the provisions of the Construction Contract whether or not such work is fabricated, installed or completed.

3.1.7.17 When the Contractor notifies the Design Consultant that it considers the construction or a designated portion of the construction substantially complete, the Design Consultant and its subconsultants, after notice to the Owner, shall review and evaluate the construction and prepare and submit to the Owner and the Contractor a punch list of the construction which is not in conformance with the Construction Contract. When the Design Consultant on the basis of an inspection determines that the construction or designated portion thereof is substantially complete, the Design Consultant will then prepare a certificate of substantial completion which shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the construction and insurance. Should the Design Consultant determine that the construction or a designated portion thereof is not substantially complete after the Contractor notifies the Design Consultant that it considers such construction to be substantially complete, the Design Consultant shall provide the Contractor with written notice stating why the construction or designated portion is not substantially complete. The Owner may request that the Design Consultant review and evaluate the construction and prepare a punch list on any portion of the Project.

3.1.7.18 The Design Consultant shall obtain governing agency occupancy approval if any exceptions arise related to the design or specified materials.

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3.1.7.19 The Design Consultant shall review requests by the Owner or the Contractor for changes in the Project including adjustments to the Construction Contract sum or time and shall promptly make a recommendation to the Owner who may authorize such changes in writing.

3.1.7.20 The Design Consultant shall render initial decisions on claims, disputes or other matters in question between the Owner and the Contractor as provided in this Agreement and the Construction Contract.

3.1.7.21 The Design Consultant shall be a point of contact with any and all Contractors, except when the Owner shall direct the Design Consultant otherwise. All instructions to the Contractor(s) shall be issued by the Design Consultant, except when directed otherwise by the Owner.

3.1.7.22 The Design Consultant and the relevant subconsultant shall review test data to determine that equipment is performing in accordance with the requirements of the design. In addition, the Design Consultant and the relevant subconsultant will witness the Contractor's demonstration to the Owner of all such systems.

3.1.7.23 The Design Consultant and the relevant subconsultant shall provide assistance in the original operation of any equipment or system such as initial start-up, testing, adjusting and balancing.

3.1.7.24 The Design Consultant and the relevant subconsultant shall observe, review test data, and certify the original operation of any equipment or system such as initial start-up testing, adjusting and balancing to make sure that all equipment and systems are properly installed and functioning in accordance with the design and specifications.

3.1.7.25 The Design Consultant and its subconsultants shall conduct up to two (2) comprehensive final completion inspections pursuant to the Construction Contract. If more than two (2) final completion inspections are required, through no fault of the Design Consultant, the additional inspections shall be deemed Additional Services.

3.1.7.26 The Design Consultant shall make a recommendation in writing to the Owner regarding liquidated damages as may be applicable. If requested by the Owner or the Contractor, the Design Consultant shall certify in writing the date that the building is enclosed as defined in the Contract Documents.

3.1.7.27 Upon correction of the deficiency reports (punch lists), and acceptance of all other close-out submittals and certificates of the Contractor, the Owner's Representative and the Design Consultant shall review and approve the application for final payment and forward it to the Owner for execution. In addition, the Design Consultant shall confirm in writing that the Project conforms to the Construction Contract.

3.1.7.28 The Design Consultant shall obtain from the Contractor drawings, prints, and other data necessary for the accurate preparation of the record drawings.

3.1.8 Post Construction Project Phase.

3.1.8.1 The Design Consultant and the relevant subconsultant shall review and confirm the adequacy of the Contractor-furnished maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection as required by the Construction Contract and forward within two weeks of receipt of approved materials, all approved copies to the Owner's Representative for use by the Owner. In addition, the Design Consultant and the relevant subconsultant shall conduct such observations as necessary to confirm all material and equipment warranties are in compliance with applicable specifications.

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3.1.8.2 Educational Commissioning

3.1.8.2.1 The Design Consultant shall provide input on signage to be posted in and around the school facility to point out various design features that support sustainability, facility efficiency, energy conservation, learning and teaching.

3.1.8.3 The Design Consultant shall prepare and deliver three (3) printed sets, one (1) pdf set, and one (1) AutoCAD set of record drawings and all related files, including the design specifications (project manual) and all addenda. The electronic files shall be delivered in PDF, AutoCAD.DWG, and Source File formats via electronic file delivery and CD. These files will reflect and certify significant changes in the Project made during the construction process, based on marked-up contract drawings, prints, and other data furnished by the Contractor and the applicable addenda, clarifications, and change orders which occurred during the Project for delivery to the Owner within thirty (30) days after final completion of the Project. All electronic file names shall be consistent with the name of the sheet(s) they represent in accordance with the Owner's criteria.

3.1.8.4 The Design Consultant will report the use of subconsultants, their function, contract amount and MBE classification to the Owner at the conclusion of the Project.

3.2 Design Consultant's Professional Responsibility and Standard of Care.

3.2.1 The Design Consultant shall perform its services, including but not limited to the Basic Services and any Additional Services authorized in writing by the Owner, consistent with the professional skill and care ordinarily provided by design consultants practicing in or around the Research Triangle Park, North Carolina area under the same or similar circumstances. The Design Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

3.2.1.1 By execution of this Agreement, the Design Consultant warrants that (a) it is an experienced and duly licensed firm or individual having the ability and skill necessary to perform all the Services required of it under this Agreement in connection with the design and construction of a project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is familiar with all current laws, rules and regulations which are applicable to the design and construction of the Project (such laws, rules and regulations including, but not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, codes, laws, rules and regulations in effect at the time of commencement of Services on the Project), and that all drawings, specifications and other documents prepared by the Design Consultant shall be prepared in accordance with and shall accurately meet, reflect and incorporate all such applicable laws, rules and regulations.

3.2.1.2 The Design Consultant shall ensure that any subconsultants: (a) are an experienced and duly licensed firm or individual having the ability and skill necessary to perform the requested services; (b) have the capabilities and resources necessary to perform its obligations; and (c) are familiar with all current laws, rules and regulations which are applicable to the work of the subconsultant (such laws, rules and regulations including, but not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the subconsultant's work, local sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, codes, laws, rules and regulations in effect at the time of commencement of services on the Project and relevant to the subconsultant's work), and that all drawings, specifications and other documents prepared for the Project shall be prepared in accordance with and shall accurately meet, reflect and incorporate all such applicable laws, rules and regulations.

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3.2.2 The Design Consultant hereby represents and agrees that the drawings, specifications and other documents prepared pursuant to this Agreement shall be complete and functional, except as to any deficiencies which are due to causes beyond the control of the Design Consultant and its subconsultants, and that the Project, if constructed in accordance with the drawings, specifications and other documents, shall be structurally sound and a complete and properly functioning facility in accordance with the terms of this Agreement. Any suggestions, recommendations or review comments by the Owner shall not reduce or diminish the Design Consultant's responsibilities pursuant to this Agreement.

3.2.3 The Design Consultant shall be responsible for damages to the Owner that are a result of errors, inconsistencies, and/or omissions in the drawings, specifications, other documents or other Basic Services. The Design Consultant will correct at no additional cost to the Owner any and all errors and omissions in the drawings, specifications and other documents prepared by the Design Consultant and its subconsultants. The Design Consultant further agrees to render assistance, at no additional cost to the Owner, in resolving problems relating to the design or specified materials. If errors, inconsistencies, and/or omissions in the Construction Contract documents are discovered, which are the result of negligence by the Design Consultant or any of his employees, agents, or subconsultants, the Design Consultant shall be responsible for damages to the Owner, including but not limited to, any additional costs to correct deficiencies in the construction caused by said errors, inconsistencies, and/or omissions.

3.2.4 It is the responsibility of the Design Consultant to make certain that, at the time the Project is bid, all drawings, specifications and other documents are in accordance with applicable laws, statutes, building codes and regulations and that appropriate reviews and approvals are requested and obtained from federal, state and local governments.

3.2.5 It shall be the responsibility of the Design Consultant and its subconsultants throughout the period of performance under this Agreement to exercise the abilities, skills and care customarily used by Design Consultants and subconsultants of the training and background needed to perform the Services who practice in Brunswick County or similar communities.

3.3 Project Requirements.

3.3.1 A component of Exhibit A – Design, Construction and equipment. The CCAP for this Project is: one million, five hundred thousand dollars, ($1,500,000). The CCAP for this Project, or designated portion thereof, may be modified in writing only in the form of a Design Phase Change Order, executed by the Owner and Design Consultant. The Design Consultant shall prepare drawings, specifications and other documents necessary so that the construction contract bid from a responsive, responsible bidding contractor, acceptable to the Owner, will be within the CCAP.

3.3.1.1 During all phases of the Project the Design Consultant shall prepare such estimates as it deems necessary, at no additional cost to the Owner, to assure itself that the estimated Project cost is within the CCAP and shall supply such data, information or estimates as the Owner may require to substantiate the Design Consultant's contention that the Project cost is within the CCAP.

3.3.1.2 With each Design Phase submittal and each interim, revisionary or subsequent design submittal of the Design Consultant to the Owner, the Design Consultant shall make the following statement in writing:

"The drawings, specifications, and other documents submitted herewith, in my/our professional opinion, fulfill the Program of Requirements and the Project indicated by them may be purchased by the Owner in a construction contract or contracts, the total price of which will not exceed the CCAP, which is one million, five hundred thousand dollars ($1,500,000) (based on bid date of no later than February 1, 2023) for this Project, and may be constructed completely within said CCAP and the in-progress contingency fund of 10 % of said price. Further, in my/our professional

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opinion, the above mentioned documents submitted herewith have been prepared in accordance with the Agreement for Design Consultant Services."

With each Design Phase submittal and each interim, revisionary or subsequent design submittal of the Design Consultant to the Owner and with his certification of the final payment to the contractor, the Design Consultant shall make the following statement in writing:

"No asbestos-containing building materials have been specified and to the best of my/our knowledge and belief none have been incorporated into this Project."

3.3.2 Incorporated herein and made a part of this Agreement as Exhibit B is the Program of Requirements which defines the physical and environmental parameters for the Project and establishes the design objectives and criteria. No deviations from the Program of Requirements shall be allowed without written approval for change, in the form of a Design Phase Change Order executed by the Owner and Design Consultant.

3.3.3 Incorporated herein and made a part of this Agreement as Exhibit C is the Management Plan for the Project which defines the sequence and timing of the design and construction activities. The Management Plan is the schedule to be adhered to by the Design Consultant. No deviation from the Management Plan shall be allowed without written approval for a change in the Management Plan, in the form of a Design Phase Change Order executed by the Owner and Design Consultant. Should the Owner determine that the Design Consultant is behind schedule due to the fault of the Design Consultant, the Design Consultant shall expedite and accelerate its efforts, including additional manpower and/or overtime, to maintain the approved design schedule at no additional cost to the Owner.

3.4 Project Conferences.

3.4.1 Throughout all phases of the Project, the Design Consultant and its subconsultants shall meet periodically with the Owner when reasonably requested. Participants shall be as determined by the Owner. As a minimum, regularly scheduled meetings which the Design Consultant will attend include:

3.4.1.1 Design Consultant orientation.

3.4.1.2 Predesign conferences on a biweekly basis.

3.4.1.3 Predesign project analysis sessions.

3.4.1.4 Design conferences on a monthly basis.

3.4.1.5 Prebid conference for each bid package.

3.4.1.6 Preconstruction conference for each bid package.

3.4.1.7 Construction progress meetings on a weekly basis for each bid package.

3.4.1.8 Substantial completion, final completion and completion of warranty period inspections for the Construction Contract.

3.4.2 The Design Consultant shall be responsible for scheduling and attending any meetings necessary to properly coordinate the design effort including, without limitation, meetings with governing agencies, code officials and applicable utilities.

3.4.3 The Design Consultant shall be responsible for preparing accurate and complete minutes of all Project conferences and distributing same to all participants.

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3.5 Serving As Witness.

3.5.1 The Design Consultant, and any required subconsultant, shall prepare for and provide testimony or otherwise participate in public hearings, and legal proceedings, including as necessary to secure governmental approval of zoning or land use clearances, for the Project as part of Basic Services, unless said testimony or participation is requested by the Owner and consists of expert testimony not related to this Project or the Contractor's work.

3.6 Construction Warranty.

3.6.1 The Design Consultant and its subconsultants shall assist the Owner in resolution of warranty issues as may be required to determine responsibility for deficiencies.

3.6.2 The Design Consultant and its subconsultants shall conduct an inspection of the project one (1) month prior to warranty expiration and provide to the Owner a written report specifying any warranty deficiencies which may exist.

ARTICLE 4
COMPENSATION

4.1 Basic Services Compensation.

The Owner shall compensate the Design Consultant in accordance with the terms and conditions of this Agreement, including the following:

4.1.1 For the Basic Services of the Design Consultant, compensation shall be in the amount of $304,600, plus approved reimbursable expenses ("Basic Services Compensation").

4.1.1.1 For the purposes of Subparagraph 4.1.1, no amount is to be included within the scope of the CCAP for the cost of land, rights-of-way or other non-construction costs which are the responsibility of the Owner.

4.1.1.2 For the purposes of Subparagraph 4.1.1, no labor and materials furnished by the Owner for the Project shall be included with the scope of the CCAP.

4.1.1.3 For the purposes of Subparagraph 4.1.1, should the Owner request additions to the Project which would cause a change or changes in the scope of the Program of Requirements or previously approved designs or design criteria, the CCAP shall be increased by the estimated aggregate amount of such change(s) and the revised and adjusted CCAP shall be the figure used in determining the Design Consultant's fee. The additional fee to be paid to the Design Consultant shall be calculated by multiplying the additional dollar amount added to the CCAP by 10%.

4.1.1.4 In the event the Owner requests changes to the Project or elects not to complete the Project or any portion thereof, which would decrease the most recently approved CCAP, compensation due the Design Consultant, as to such deletion or decrease, shall be adjusted downwards for remaining Services to be performed but not for Services already performed to the date of receipt by the Design Consultant of the written requested change or notice of the intent not to complete part or all of the Project, in accordance with the basic payment schedule set forth in Paragraph 4.2 hereof. Unless otherwise agreed in writing by the parties, the reduction in the Design Consultant's fee shall be calculated by multiplying the dollar amount of the reduction in the CCAP by the fee percentage noted in 4.1.1.3 above and then multiplying that dollar amount by the percentage of design work not completed.

4.1.2 The Basic Services Compensation stated in Paragraph 4.1.1 includes all compensation and other payments due the Design Consultant (manpower, overhead, profit, direct costs, travel, copies, postage, telephone and facsimile service, etc.) in the performance of the Basic Services.

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4.2 Payments to the Design Consultant.

Payments on account of the Design Consultant shall be made as follows:

4.2.1 Payments for Basic Services, including any design phase change orders, shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the Basic Services Compensation. Payment shall be made monthly upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and certifications that all subconsultants have been paid, and other documentation as requested by the Owner.

	Renovation/New School	Prototype Reuse
Design Narrative Phase	5%	5%
Schematic Design Phase	15%	15%
Design Development Phase	35%	35%
Construction Contract Phase	65%	50%
Permitting and Bidding/Negotiation Phase	70%	55%
Construction Phase	95%	95%
Post Construction Services Phase	100%	100%

4.2.2 No deductions shall be made from the Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to Contractor.

4.2.3 Deductions may be made from the Basic Services Compensation on account of errors and omissions in the drawings, specifications and other documents prepared by the Design Consultant or in the Design Consultant's performance of its obligations under this Agreement.

4.2.4 Payments due the Design Consultant under the Agreement shall not bear interest.

4.2.5 Reimbursable expenses shall include such reasonable, actual expenditures made by the Design Consultant, its employees or subconsultants, in the interest of the Project, limited to the following: the reasonable expense of transportation and living when traveling from the Design Consultant's or subconsultant's office to a location outside of Brunswick County, North Carolina in connection with the Project; and expense of reproductions, postage and handling of Drawings and Specifications, beyond those for the Design Consultant's and subconsultants' use and those required as the phase submittals ("Reimbursable Expenses"). Before incurring any Reimbursable Expenses, the Design Consultant must request and receive written authorization from the Owner. Reimbursable Expenses incurred while performing Basic or Additional Services shall be computed at a multiple of 1.10 times actual cost.

4.2.6 Notwithstanding Section 7.1, the Parties agree that the Design Consultant is authorized to proceed with the printing and delivery of the following documents, but that said reimbursable cost shall not exceed $2500 without the express written permission of the Owner:

(a) Agency Submittals;
(b) Bid Documents, including plan rooms; and
(c) Various design phase submissions to the Owner.

4.2.7 If the Project is suspended for more than six months or abandoned in whole or in part by the Owner, the Design Consultant shall be paid compensation for services performed prior to receipt

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of written notice from the Owner of such suspension or abandonment. If the Project is resumed after being suspended for more than twelve months, the Design Consultant's Basic Services Compensation shall be equitably adjusted.

4.3 Additional Services Compensation.

4.3.1 With respect to any Additional Services, as described in Article 7 herein, performed by the Design Consultant hereunder, the Design Consultant and Owner shall negotiate an equitable adjustment to the Basic Services Compensation ("Additional Services Compensation"). However, if negotiations are not successful prior to the time the Additional Services are needed, the Owner may direct the Design Consultant to proceed with the Additional Services on a time spent basis with compensation to be computed as follows:

4.3.1.1 Design Consultant time shall be at the fixed hourly rate included in the fee schedule attached hereto as Exhibit E and made part of this agreement.

4.3.1.2 Subconsultant time shall be at an hourly fixed rate agreed to between the Design Consultant and the Owner prior to the subconsultant performing any Additional Services.

4.3.1.3 Reinspection and resubmittal review time that is billable to the Contractor shall be reimbursed to the Design Consultant as noted in 4.3.1.1 and 4.3.1.2, except the total compensation shall not exceed the amount reimbursed by the Contractor.

4.3.2 Payments for Additional Services of the Design Consultant shall be made monthly upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and other documentation as requested by the Owner.

4.4 Accounting Records.

4.4.1 Records of the Design Consultant with respect to Additional Services and payroll, and subconsultant and other expenses (including Reimbursable Expenses) pertaining to the Project, shall be kept according to generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.

4.4.2 At the request of the Owner or its authorized representative, the Design Consultant will supply in a timely manner and certify as accurate, unaltered copies of all time sheets, invoices, and other documents to substantiate and document any and all Additional Services and Reimbursable Expenses.

4.5 Non-Appropriation. If the Board of County Commissioners does not appropriate the funding needed by the Owner to make payments under this Agreement for a given fiscal year, the Owner 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 Owner will promptly notify the Design Consultant 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 Owner which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

ARTICLE 5

PERIOD OF SERVICE

5.1 Specific dates relating to the period of services are set forth in Exhibit C - Management Plan.

5.2 Unless earlier terminated as provided in Article 10 hereof, this Agreement shall remain in force for a period which may reasonably be required for the Basic Services and Additional Services hereunder. However, the provisions of the Agreement relating to Professional Responsibility (Paragraph3.2); Professional Liability coverage (Article 9);and Ownership of

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Documents/Confidential Information (Article 12) shall remain in effect after termination of the other provisions of the Agreement.

5.3 If the Project is delayed through no fault of the Design Consultant, all specific dates noted in the Management Plan that are affected by the delay will be adjusted by the number of calendar days of the delay.

5.4 If the Owner materially revises the Project, a reasonable time extension or reduction shall be negotiated between the Design Consultant and the Owner.

5.5 Time is of the essence in this Agreement.

ARTICLE 6

OWNER'S RESPONSIBILITIES

6.1 The Owner shall provide full information regarding the requirements for the Project.

6.2 The Owner shall examine documents submitted by the Design Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Design Consultant's Services.

6.3 If required for this Project, the Owner shall furnish a certified land survey of the site, giving as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines, both public and private, above and below grade, including inverts and depths.

6.4 The Owner shall pay for the services of a soils engineer or other consultant, when such services are deemed necessary by the Design Consultant or Owner's Representative, to provide reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof.

6.5 The Owner shall pay for environmental, hazardous material, chemical and other laboratory tests, inspections and reports as required by law that are not otherwise called for in this Agreement.

6.6 The Owner shall furnish such legal, accounting, and insurance counseling services as the Owner may deem necessary for the Project, and such auditing services as it may require to ascertain how, or for what purposes, the Contractor has used the moneys paid to it under the Construction Contract.

6.7 All services, information, surveys and reports required of the Owner shall be furnished at the Owner's expense and the Design Consultant shall be entitled to rely upon their accuracy and completeness.

6.8 The Owner shall furnish information and approvals required of it expeditiously, for orderly progress of the construction.

6.9 The Owner shall reimburse the Design Consultant for any fees or assessments paid by the Design Consultant pursuant to Article 3.1.6.3.

6.10 The Design Consultant shall coordinate the services of the Owner’s consultants listed below in the section with those services provided by the Design Consultant. Upon the Design Consultant’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall require that its consultants maintain

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professional liability insurance as appropriate to the services provided. If in the opinion of the Architect a particular consultant or engineering service is needed to produce a reasonably complete and accurate set of Construction Documents or to satisfy the Owner's Program requirements based upon the information available to the Design Consultant as of the date of this Agreement and said consultant or engineering service is not listed as being provided by the Owner below, it is the responsibility of the Architect to provide that service at not additional cost to the Owner.

The Owner shall furnish or provide the following services only if specifically designated:

.1 Geotechnical
.2 Surveying

ARTICLE 7

ADDITIONAL SERVICES

7.1 If any of the following Additional Services, as defined in this Article, are authorized in advance by the Owner in writing, the Design Consultant shall furnish or obtain from others the authorized services. If authorized in advance, in writing, by the Owner, the Design Consultant shall be paid for these Additional Services by the Owner pursuant to Article 4.3 to the extent they exceed the obligations of the Design Consultant under this Agreement.

7.1.1 Providing fully detailed presentation models or presentation renderings, not included in Basic Services.

7.1.2 Providing financial feasibility or other special studies, not included in Basic Services.

7.1.3 Providing planning surveys or alternative site evaluations.

7.1.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project other than general and master planning for future work as indicated by the Program of Requirements.

7.1.5 Providing acoustical services by an individual or firm with specific expertise in acoustics for an elementary school project.

7.1.6 Making major revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given by the Owner.

7.1.7 Preparing supporting data and other services in connection with an Owner-initiated change order if the Basic Compensation is not commensurate with the services required of the Design Consultant.

7.1.8 Providing operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operations other than initial start-up, and coordinating with the Contractor(s) to provide in electronic format, as designated by the Owner's Representative, detailed product and warranty information for input to the Owner's facility management computer system.

7.1.9 Providing soils sampling, classification and analysis; however, analysis of existing soils information and soils analysis during the Design Phase and recommendations needed during the Construction Phase of the Project are not considered Additional Services.

7.1.10 Providing services of interior furnishings not included in Basic Services or otherwise authorized by this Agreement.

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7.1.11 Providing professional services made necessary by major defects in the Contractor's work which were not preventable by the Design Consultant or a subconsultant in the performance of its Services pursuant to this Agreement.

7.1.12 Providing surveying services such as platting; mapping; subdivision agreements or recording subdivision plats.

7.1.13 Providing Services prior to actual substantial completion of the Project made necessary by delays or defects in the Contractor's work by more than ninety (90) days from the date agreed to for substantial completion, which delay the Design Consultant could not reasonably have prevented through the performance of its services pursuant to this Agreement.

7.1.14 Providing Services made necessary by delays or defects in the Contractor's work for more than sixty (60) additional days for the time period between the scheduled substantial completion and final completion dates, which delay the Design Consultant could not reasonably have prevented through the performance of its services pursuant to this Agreement.

7.1.15 Providing extensive assistance in the initial start-up and test operations of equipment or systems which is beyond the scope of that normally required to insure proper operation in accordance with the design and specifications.

7.1.16 Providing services necessitated by out-of-town travel required by the Design Consultant and approved by the Owner other than visits to the Project and other than for travel required to accomplish the Basic Services.

7.1.17 Providing consultation concerning replacement of any of the Contractor's work on the Project damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Basic Services as may be required in connection with the replacement of such work.

7.1.18 Providing services after the Owner makes final payment to the Design Consultant other than services required by this Agreement.

7.1.19 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural and engineering practices consistent with the terms of this Agreement.

ARTICLE 8

NOTICES

8.1 Any notice required by this Agreement or other communications to either party by the other shall be in writing and deemed given when delivered personally or when deposited in the United States Post Office, first class, postage prepaid, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

To Owner:
Brunswick County Manager
30 Government Dr NE (if via courier or overnight delivery)
PO Box 249 (if via mail)
Bolivia, NC 28422

With a Copy to:
Executive Director of Operations
Brunswick County Schools
35 Referendum Dr
Bolivia, NC 28422

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Dr. Jerry Oates
Superintendent
Brunswick County Schools
35 Referendum Dr
Bolivia, NC 28422

To Design Consultant: Ernest Olds
Vice President
Becker Morgan Group, Inc.
3333 Jaeckle Dr. Ste 120
Wilmington, NC 28403

ARTICLE 9

INSURANCE

9.1 The Design Consultant shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims resulting from negligent acts or omissions for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Design Consultant's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting therefrom; and claims arising out of the performance of this Agreement and caused by negligent acts or omissions for which the Design Consultant is legally liable. Minimum limits of coverage shall be:

a. Workers' Compensation:

Statutory

b. Employer's Liability:

$1,000,000.00 Each Accident
$1,000,000.00 Policy Limit
$1,000,000.00 Each Employee

c. Commercial General Liability
(Standard ISO Occurrence Form)

Combined Single Limit for Bodily Injury, Property Damage or Personal General Aggregate Injury of:

$2,000,000.00 (Except Products Completed Operations Limit)
$2,000,000.00 Products Completed Operations Aggregate Limit
$1,000,000.00 Personal & Advertising Injury Limit
$1,000,000.00 Each Occurrence Limit

d. Commercial Automobile Insurance including coverage for owned, non-owned and hired vehicles:

$1,000,000.00 Combined Single Limit for Bodily Injury and Personal Damage

e. Professional Liability:

$2,000,000 Each Claim
$2,000,000 Policy Aggregate

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f. Umbrella Liability Insurance to “pay on Behalf of the Insured”:

$1,000,000.00 Limit

9.2 Evidence of such insurance shall be furnished to the Owner, and the Owner shall receive thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Design Consultant shall procure substitute insurance so as to assure the Owner that the minimum limits of coverage are maintained continuously throughout the period of this Agreement. All insurance companies providing the above insurance shall be licensed by the Insurance Department of the State of North Carolina and maintain a rating by AM Best or similar rating company of at least an “A”.

9.2.1 The Design Consultant shall deliver to the Owner a certificate of insurance for its professional liability coverage annually, so long as it is required to maintain such coverage under paragraph 9.4.

9.3 The Owner shall be added as an additional named insured on all policies, except the professional liability, commercial, automobile and worker’s compensation policies. All insurance policies, except the professional liability policy, shall contain a waiver of subrogation against the Owner.

9.4 The Design Consultant shall maintain in force during the performance of this Agreement and for six (6) years after final completion of the Project, the professional liability insurance coverage referenced above.

9.5 The Design Consultant shall require its subconsultants to maintain all types of insurance as mentioned in this Article 9 and shall provide to the Owner certificates of insurance as described in Article 9.2 for all subconsultants.

9.6 The Owner shall be under no obligation to review any certificates of insurance provided by the Design Consultant or to check or verify the Design Consultant's compliance with any or all requirements regarding insurance imposed by this Agreement. The Design Consultant is fully liable for the amounts and types of insurance required herein and is not excused should any policy or certificate of insurance provided by the Design Consultant not comply with any or all requirements regarding insurance imposed by this Agreement.

9.7 Should the Design Consultant or a subconsultant fail to provide and maintain in force any insurance or insurance coverage required by this Agreement or by law, or should a dispute arise between Owner and any insurance company of the Design Consultant or a subconsultant over policy coverage or Limits of Liability as required herein, the Owner shall be entitled to recover from the Design Consultant all amounts payable, as a matter of law, to Owner or any of its agents, had the required insurance or insurance coverage been in force. Said recovery shall include, but is not limited to interest for the loss of use of such amounts of money, plus all attorney's fees, costs and expenses incurred in securing such determination and any other consequential damages arising out of the failure of the Design Consultant or a subconsultant or insurance company to comply with the provisions of this Agreement, or any policy required hereby, or any other requirements regarding insurance imposed by law. Nothing herein shall limit any damages for which Design Consultant is responsible as matter of law.

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ARTICLE 10

TERMINATION OF AGREEMENT

10.1 If: (a) the Owner abandons the Project or the Project is stopped for more than six (6) months due to actions taken by the Owner, or under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable through no act or fault of the Design Consultant or its agents or employees, or (b) the Owner has failed to substantially perform in accordance with the provisions of this Agreement due to no fault of the Design Consultant and such non-performance continues without cure for a period of thirty (30) days after the Owner receives from the Design Consultant a written notice of such non-performance (including a detailed explanation of the actions of the Owner required for cure), the Design Consultant may, upon fifteen (15) days additional written notice to the Owner, terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, and recover from the Owner payment for all Services performed to the date of the notice terminating this Agreement. The recovery of this payment shall be the sole and exclusive remedy of the Design Consultant as a result of termination under this paragraph. The Owner shall not be liable to the Design Consultant for any special or consequential damages as a result of the termination of this agreement.

10.2 Upon the appointment of a receiver for the Design Consultant, or if the Design Consultant makes a general assignment for the benefit of creditors, the Owner may terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, upon giving three (3) days written notice to the Design Consultant. If an order for relief is entered under the bankruptcy code with respect to the Design Consultant, the Owner may terminate this Agreement by giving three (3) days written notice to the Design Consultant unless the Design Consultant or the trustee: (a) promptly cures all breaches; (b) provides adequate assurances of future performance; (c) compensates the Owner for actual pecuniary loss resulting from such breaches; and (d) assumes the obligations of the Design Consultant within the statutory time limits.

10.3 If the Design Consultant persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply sufficient properly skilled staff or proper materials, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority jurisdiction, or otherwise substantially violates or breaches any term or provision of this Agreement, then the Owner may, without prejudice to any right or remedy otherwise available to the Owner, and after giving the Design Consultant seven (7) days written notice, terminate this Agreement.

10.4 Upon termination of this Agreement by the Owner under Article 10.2 or 10.3, the Owner shall be entitled to furnish or have furnished the Services to be performed hereunder by the Design Consultant by whatever method the Owner may deem expedient. Also, in such cases, the Design Consultant shall not be entitled to receive any further payment until completion of the Project; and the total compensation to the Design Consultant under this Agreement shall be the amount which is equitable under the circumstances. If the Owner and the Design Consultant are unable to agree on the amount to be paid under the foregoing sentence, the Owner shall fix an amount, if any, which it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly.

10.5 The Owner may, upon thirty (30) days written notice to the Design Consultant, terminate this Agreement, in whole or in part, at any time for the convenience of the Owner, without prejudice to any right or remedy otherwise available to the Owner. Upon receipt of such notice, the Design Consultant shall immediately discontinue all Services affected unless such notice directs otherwise. In the event of a termination for convenience of the Owner, the Design Consultant's

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sole and exclusive right and remedy is to be paid for all work performed and to receive equitable adjustment for all work performed through the date of termination. The Design Consultant shall not be entitled to be paid any amount as profit for unperformed Services or consideration for the termination of convenience by the Owner.

10.6 Should the Owner terminate this agreement as provided for under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Design Consultant. The Design Consultant will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents, materials, and computer files.

10.7 The payment of any sums by the Owner under this Article 10 shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Design Consultant.

ARTICLE 11

SUCCESSORS/ASSIGNMENT

11.1 This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and trustees of the Design Consultant.

11.2 The Design Consultant shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Owner, except that the Design Consultant may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

11.3 If the Owner requests the Design Consultant to execute consents reasonably required to facilitate assignment to Brunswick County or Brunswick County's lender, the Design Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design Consultant for review at least 7 days prior to execution. The Design Consultant shall not be required to execute consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

ARTICLE 12

OWNERSHIP OF DOCUMENTS/CONFIDENTIAL INFORMATION/MARKETING

12.1 The Project drawings and specifications are instruments of service that shall remain the joint property of the Design Consultant and the Owner whether the Project for which they are made is built or not. The Owner shall retain reproducible copies of the Project drawings and specifications for information and reference and use in connection with the Owner's use and occupancy of the Project and for the Owner's future requirements of the Project facilities, including without limitation any alteration or expansion in any manner the Owner deems appropriate without additional compensation to the Design Consultant. The Owner shall indemnify and hold harmless the Design Consultant in connection with the Owner's use of the Project drawings and specifications on a new project without the Design Consultant's consent.

12.2 In order for the Design Consultant to fulfill this Agreement effectively, it may be necessary or desirable for the Owner to disclose to the Design Consultant confidential and proprietary information and trade secrets pertaining to the Owner's past, present and future activities. The Design Consultant hereby agrees to treat any and all information gained by it as a result of the Services performed hereunder as strictly confidential. The Design Consultant further agrees that it will not disclose during the period of this Agreement or thereafter to anyone outside of the authorized Project team (1) Owner's trade secrets or (2) Owner's confidential and proprietary information.

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12.3 The Design Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Design Consultant's promotional and professional materials with the prior written consent of the Superintendent of the Brunswick County Schools. The Design Consultant shall be given reasonable access to the completed Project to make such representations. However, the Design Consultant's promotional materials shall not include the Owner's staff, students, or confidential or proprietary information. This section shall survive the termination of this Agreement, unless the Owner terminates this Agreement for cause pursuant to Article 10.

ARTICLE 13

ADDITIONAL PROVISIONS

13.1 The Design Consultant acknowledges receipt of all Owner's policies through the Owner's and Board of Education's websites and agrees to comply with their provisions. The Design Consultant shall ensure that its subconsultants comply with all Owner's policies. The Design Consultant and its subconsultants shall also comply with the Owner's site and school building access procedures when working on the Owner's property.

13.2 Governing Law and Venue.

13.2.1 This Agreement and the relationship of the parties shall be governed 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.

13.2.2 Design Consultant and its subconsultants shall comply with all applicable laws and regulations in providing the Services. In particular, the Design Consultant shall not employ any individuals who are not authorized under federal law to work in the United States. Design Consultant represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers that employ twenty-five (25) or more employees. Design Consultant specifically represents and warrants that it is and will remain in compliance with these laws at all times while providing the Services. Design Consultant shall also ensure that its subconsultants will remain in compliance with these laws at all times while providing subcontracted services in connection with this Agreement. Design Consultant is responsible for providing affordable health care coverage to all of its full-time employees providing services to the school system. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

13.2.3 Lunsford Act/Criminal Background Checks. The Design Consultant also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. The Design Consultant shall conduct or arrange to have conducted at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or subconsultants ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office, provided that such administrative office is not located at a school site; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites where no minors are present. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Design Consultant's convenience only, all of the required registry checks may be completed at no cost by accessing

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the United States Department of Justice Sex Offender Public Website at http://www.nsopw.gov/. The Design Consultant shall provide certification on the Owner's Sexual Offender Registry Check Certification Form (attached as Exhibit F) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Design Consultant shall conduct a current initial check of the registries (a check done more than thirty (30) days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, the Design Consultant agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. The Design Consultant further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. The Design Consultant shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. The Design Consultant agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the Owner upon request. The Design Consultant specifically acknowledges that the Owner retains the right to audit these records to ensure compliance with this section at any time in the Owner's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Agreement. In addition, the Owner may conduct additional criminal records checks at the Owner's expense. If the Owner exercises this right to conduct additional criminal records checks, the Design Consultant agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the Owner for all contractual personnel who may deliver goods or perform services under this Agreement. The Design Consultant further agrees that it has an ongoing obligation to provide the Owner with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. The Owner reserves the right to prohibit any contractual personnel of the Design Consultant from delivering goods or providing services under this Agreement if the Owner determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

13.2.4 Restricted Companies Lists. Design Consultant represents that as of the date of this Agreement, neither Design Consultant nor its principals are included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Design Consultant also represents that as of the date of this Agreement, neither Design Consultant nor its principals are included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81. The Design Consultant further represents that as of the date of this Agreement, neither the Design Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. The Design Consultant must notify Owner within thirty (30) days if debarred by any governmental entity during this Agreement.

13.2.4.1 Anti-Nepotism. Design Consultant warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Owner's Board of Education or of any principal or central office staff administrator employed by the Owner. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Design Consultant become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, Design Consultant shall immediately disclose the family relationship in writing to the Superintendent. Unless formally waived by the Owner, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Owner without further financial liability to Design Consultant.

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13.3 Non-Discrimination. Design Consultant 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. Design Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Design Consultant 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 Owner, and Design Consultant may be declared ineligible for further agreements with Owner.

13.4 Governmental Immunity. Owner, 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.

13.5 The Design Consultant and its subconsultants shall comply with these and all applicable laws and regulations in providing the Services.

13.6 The Owner and Design Consultant agree to endeavor to provide written notification and to negotiate in good faith prior to litigation concerning claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof. The Owner and Design Consultant also agree that the Owner's Dispute Resolution Policy 9120, adopted in compliance with G.S. 143-128(f1), shall apply to disputes arising between the parties on the Project.

13.6.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. Notwithstanding the foregoing, the parties expressly agree that neither may initiate binding arbitration. If a claim is subject to being barred by any applicable statute of limitations or repose, a party may proceed in accordance with applicable law to comply with filing deadlines prior to attempted resolution of the matter by mediation. In this situation, the request for mediation shall be made concurrently with the filing of the complaint.

13.6.2 A request for mediation shall be made in writing, delivered to the other party to this Agreement.

13.6.3 The parties shall share the mediator's fee equally. The mediation shall be held in Brunswick County, unless another location is mutually agreed upon. Agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof.

13.6.4 If the parties do not resolve a dispute through mediation, any action 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.

13.6.5 Except as specifically stated above, nothing herein contained shall be construed to require the parties to provide written notifications or engage in negotiations prior to the institution of litigation nor to submit for alternative dispute resolution by a third party or parties any such claim, dispute or other matter in question between the parties.

13.7 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Design Consultant.

13.8 Whenever renderings, photographs of renderings, photographs of models, photographs, drawings, announcements, or other illustration or information of the Project are released for public information, advertisement or publicity, appropriate and proper credit for architectural and other services shall be given to the Design Consultant and Owner respectively.

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13.9 The payment of any sums by the Owner shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Design Consultant.

13.10 This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Design Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Design Consultant.

13.11 If y one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13.12 Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.

13.13 The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

13.14 For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

13.15 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof. 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 § 66-58.1 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.

13.16 The language used in this Agreement will be deemed to be the language chosen by each of the parties to express their mutual intent. In the event of an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

13.17 The Design Consultant may apply for and obtain a 179d Tax Deduction for the design of the Project. The Design Consultant shall only apply for the tax deduction if the Design Consultant provides the Owner with a separate written list of all building systems, equipment, and design features included in the Project that support the application for the tax deduction. An updated list will be provided to the Owner with each design phase submission. Each list submitted shall include all building systems, equipment and design features, including a then current estimate of the additional cost each item is anticipated to add to the cost of the Project at the time the Project is bid when compared to items traditionally used on K-12 public school projects in North Carolina. The Design Consultant shall provide the Owner with any anticipated cost savings over the lift of the Project for any item supporting the 179d Tax Deduction. The Owner's consent to the Design Consultant's efforts to apply for and obtain a 179d Tax Deduction is conditioned upon the Design Consultant's strict compliance with this section.

ARTICLE 14

EXHIBITS

14.1 The following exhibits are incorporated into this Agreement:

14.1.1 Exhibit A: Design, Construction and Equipment Budget

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14.1.2 Exhibit B: Program of Requirements

14.1.3 Exhibit C: Management Plan

14.1.4 Exhibit D: Consultant Agreement

14.1.5 Exhibit E: Design Consultant's Fee Schedule

14.1.6 Exhibit F: Owner's Sexual Offender Registry Check Certification Form

In witness whereof, each individual executing this agreement acknowledges that he/she/it is authorized to execute this Agreement and further acknowledges the execution of this agreement the day and year first written above.

IN WITNESS WHEREOF the Owner and the Design Consultant have executed this Agreement, the day and year first above written.

Becker Morgan Group, Inc.

Ernest W. Olds
_____
Ernest Olds
Vice President

Attest:

Brad A. Hastings
_____
Corporate Secretary

[Corporate Seal]

BRUNSWICK COUNTY

_____
Chairman, Board of Commissioners

Attest:

_____
Clerk to the Board

[Seal]

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

_____
Freyja Cahill, Finance Officer
Brunswick County Board of Education

4.9002.696.526.000.546.00

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

_____
Aaron C. Smith, Director of Fiscal Operations
Brunswick County, North Carolina
APPROVED AS TO FORM

_____
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney
Brunswick County, North Carolina

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EXHIBIT A

Design, Construction And Equipment Budget- Science Classroom Renovations

DESIGN FEE	$304,600
CONSTRUCTION CONTRACT AWARD PRICE	$1,500,000
CONTINGENCY	$254,572
TOTAL	$2,059,172

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EXHIBIT B

PROGRAM OF REQUIREMENTS

This Program consists of the design and renovations of science classrooms at all High and Middle schools for Brunswick County Schools, Early College, North Brunswick High School, South Brunswick High School, West Brunswick High School, Cedar Grove Middle School, Town Creek Middle School, Leland Middle School, Shallotte Middle School and Waccamaw K-8.

- Visit each all 9 school sites to determine existing conditions and availability of services
- Conform to NC State Building Code, NC Department of Insurance, NC Department of Public Instruction and local codes Confer with authorities having jurisdiction as required to resolve issues related to these design elements.
- Specification in CSI format
- Drawings prepared in AutoCad
- Design revisions as necessary in response to comments from Owner.
- Correspondence to discuss project design, coordination, and progress
- Interdisciplinary coordination and coordination with relevant utilities
- Attend a single pre-bid and bid opening
- Answer bid RFI’s
- Answer construction RFI’s
- Attendance at monthly progress meetings
- Provide monthly field visits to each classroom, estimate of 27
- Engineer provide at least 10 site visits
- Review pay apps, change orders and project closeouts documents
- Prepare record documents

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EXHIBIT C
MANAGEMENT PLAN

MILESTONE TO SUPPORT AUGUST 14, 2023 SUBSTANTIAL COMPLETION

Architect/Engineer Notice to Proceed	October 17, 2022
Drawings and Specifications complete by	January 17, 2023
Advertise for Construction bids by	February 1, 2023
Construction Bids received by	March 1, 2023
Construction Contracts out by	March 3, 2023
Construction notice to proceed	April 20, 2023
Construction Substantial Completion	August 14, 2023

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EXHIBIT D

AGREEMENT FOR CONSULTANT'S SERVICES

The undersigned Consultant and Architect agree as follows on the furnishing of services by the consultant for: (structural) (mechanical) (electrical) work for this Project to be executed under Agreement for Design Consultant Services with the Owner, dated_____ for the following Project:

Pertinent provisions of this Agreement for Design Consultant Services shall govern work to be performed by the Consultant and the Architect. By signing this document, the Consultant verifies that he has read and is thoroughly familiar with this Agreement for Design Consultant Services, and that he has not otherwise relied on any representations or assurances by any person as to the terms of the said Agreement for Design Consultant Services.

Services rendered by the Consultant shall be complete, including drawings and specifications, visits to the site at intervals appropriate to the stage of construction, reports, shop drawing approval and final certificate of compliance.

The Architect will act as principal coordinator and prime designer.

CONSULTANT:	**ARCHITECT:**
BY:_____	BY:_____
President	President
ATTEST:	ATTEST:
_____	_____
Secretary	Secretary
DATE: _____	DATE: _____
(SEAL)	(SEAL)

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EXHIBIT E
DESIGN CONSULTANT'S FEE SCHEDULE

HOURLY RATE SCHEDULE

Principal	$225-275/hr
Senior Associate	$150-200/hr
Associate	$120-160/hr
Architect/Engineer/Interior Designer	$145-165/hr
Designer	$100-145/hr
Technician	$ 50-110/hr
Support	$ 50-150/hr
Expert Witness	1.5 x billing rate
3D Scanner	$200

**Rates subject to change each January*

Any consultants required and authorized by the Owner will be billed at cost plus (10) ten percent

Reproduction Expenses

Plots	Size	Regular	Color
	18x24	$ 5.00	$10.00
	24x36	$10.00	$15.00
	30x42	$15.00	$20.00
Photocopies	8 1⁄2 x 11	$ .15	$ .50
	8 1⁄2 x 14	$ .20	$ .75
	11x17	$ .25	$ 1.00
Prints	18x24	$ 2.00	
	24x36	$ 3.00	
	30x42	$ 4.00	

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EXHIBIT F
Sexual Offender Registry Check Certification Form

Check the appropriate box to indicate the type of check:
☒ Initial
□ Supplemental
□ Annual

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

	Contractual Personnel Names	**Job Title**
1.	**Ernest W. Olds**	**Principal in Charge**
2.	**Rick M. Collins**	**Project Architect**
3.	**Laura J. Rezek**	**Project Designer**
4.	**Kim L. Wilson**	**Administrator**
5.	**Molly M. Marino**	**Architect**

(attach additional page(s) if needed)

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

Ernest W. Olds (print name) Ernest W. Olds (signature)
Vice President (title) **10/6/2022** (date)

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # V. - 2.
Clerk to the Board - Meeting Minutes October 3, 2022

From:
Daralyn Spivey

Issue/Action Requested:
Request the Board of Commissioners approve the meeting minutes for September 19, 2022.

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 meeting minutes for September 19, 2022.

ATTACHMENTS:

Description

- Meeting Minutes October 3, 2022

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
October 3, 2022
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:	Steve Stone, County Manager Bob Shaver, County Attorney David Stanley, Deputy County Manager Haynes Brigman, Deputy County Manager Aaron Smith, Finance Director Daralyn Spivey, Clerk to the Board LeAnn Weigand, Executive Assistant Meagan Kascsak, Communications Director Jim Hartsell, MIS Cpt. Siler, Sheriff's Office

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

I. CALL TO ORDER

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

II. INVOCATION/PLEDGE OF ALLEGIANCE

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

III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman Thompson asked for adjustments to the agenda. Commissioner Williams requested an addition under Section VIII. Other Business/ Informal Discussion for storm debris discussion and the addition of a Closed Session citing Economic Development. Commissioner Williams made the motion to approve the amended agenda. The motion was seconded by Commissioner Sykes and passed unanimously (5 to 0).

IV. PUBLIC COMMENTS

Ms. Laura Gates discussed her concerns with people shooting a pellet gun in the vicinity of her residence.

V. APPROVAL OF CONSENT AGENDA

Commissioner Cooke moved to approve the Consent Agenda. The motion was seconded by Commissioner Sykes and passed unanimously (5 to 0). See individual items for approval status:

1. **Clerk to the Board - Meeting Minutes- Approved**
   The Board approved the meeting minutes for September 19, 2022.

2. **County Attorney - Amendment to ARPA Program Income Policy - Approved**

The Board adopted an amendment to the County's Program Income Policy for the use of American Rescue Plan Act ("ARPA") funds.

3. **County Attorney – Driving Creek Hunting Club Lease - Approved**
The Board renewed the lease of the Driving Creek Hunting Club.

4. **County Attorney – Kingfish Bay, Phase 2B and 2C DOD - Approved**
The Board approved the Deed of Dedication for water and sewer infrastructure in Kingfish Bay, Phase 2B and 2C.

5. **County Attorney - Mercantile Drive Business Park, Ph 1, sewer DOD – Approved**
The Board accepted the Deed of Dedication for sewer infrastructure for Mercantile Drive Business Park, Phase 1, sewer.

6. **County Attorney - Ocean Isle Palms Bond Extension Request - Approved**
The Board approved an extension of the Ocean Isle Palms subdivision bonding agreement subject to terms satisfactory to the County Attorney and authorizes the County Manager to execute the same.

7. **County Attorney – The Reserve at Sunset Harbor (Grande Palms), Ph 1, Lots 40-75 DOD – Approved**
The Board accepted the Deed of Dedication for water and sewer infrastructure for The Reserve at Sunset Harbor (Grande Palms), Phase 1, Lots 40-75.

8. **Health and Human Services - Health Services – Local Health Department Accreditation Statements – Approved**
The Board approved the statements required for Local Health Department Accreditation regarding local Board of Health Adjudications and Rules.

9. **Health and Human Services - Social Services - Contract for Carolina Staffing – Approved**
The Board approved the execution of a contract with Carolina Staffing.

10. **IT- NC Sound Quote for additional requests for Courthouse -Approved**
The Board approved Proposal 21266 for the additional requests as part of the Courthouse renovations.

11. **IT- Order Form (quote), along with Terms and Agreement for NeoGOV PERFORM Module (hosted solution for Performance Evaluation Management) - Approved**
The Board approved the Order Form (quote) and Terms and Agreement for the purchase and implementation of the NeoGOV PERFORM (Performance Evaluation) module.

12. **Sheriff's Office - Agreement with Motorola Solutions for FY23 Dash Cam Purchase– Approved**
The Board approved an agreement with Motorola Solutions for the purchase of 15 in-car camera systems for Sheriff's Office patrol vehicles. The purchase was approved in the FY23 budget request and has a total value of $102,506.25.

13. **Sheriff's Office - Motorola Solutions VIPER SUA III Agreement – Approved**
The Board approved a new agreement with Motorola Solutions regarding the VIPER upgrade project. This nine-year project was initially approved by the Board in 2019, but the agreement was updated to now include the Backup 911 Center and modify the billing terms to allow funding from the Emergency Telephone System Fund (ETSF).

14. **Soil and Water - StRAP SOW Revision**

The Board approved the revised scope of work for the Soil and Water Stream Flow Rehabilitation Assistance Program.

15. Superior Court Judge - SAMHSA Court Expansion Grant – Approved

The Board accepted the Substance Abuse and Mental Health Services Administration (SAMHSA) Expansion Grant in the amount of $400,000 for year five (09/30/22-09/29/23) of the Brunswick County Adult Treatment Court Expansion Project and approved the contract agreements for treatment, participant transportation, trial court coordinators and data evaluation, subject to review and approval by County Attorney's office. The grant has a five-year project period beginning 09/30/2018 through 09/29/2023 for a total award amount of $2,000,000.

16. Utilities – Final Adjusting Change Order: NE WWTP 2.5 MGD Expansion – Approved

The Board approved change order 3, the final adjusting change order, in the amount of $320,984.74, and a time extension of 280 calendar days for work associated with the Northeast Brunswick Regional Wastewater Treatment Plant 2.5 MGD Expansion project. This will adjust the total contract amount to $42,308,857.03. The project was substantially complete and operational April 1, 2022, but due to minor issues, final completion is scheduled to November 27, 2022.

17. Utilities – Vermeer Directional Drill Purchase Request – Approved

The Board approved a resolution authorizing purchase under the Sole Source Exception to the bidding requirements in accordance with NCGS 143-129 (e) (6) and approved the purchase of replacement parts and new pieces of equipment from Clearwater, Inc., for proprietary Lakeside Equipment Corporation's systems used in wastewater treatment. The Resolution reads as follows:

RESOLUTION AUTHORIZING PURCHASE OF LAKESIDE EQUIPMENT CORPORATION SPIRAGRIT VORTEX GRIT CHAMBER SYSTEM UNDER SOLE SOURCE EXCEPTION TO FORMAL BIDDING REQUIREMENTS

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

WHEREAS, the West Brunswick Regional Wastewater Treatment Plant is designed to treat six (6) million gallons of wastewater per day utilizing a proprietary treatment system from Lakeside Equipment Corporation; and

WHEREAS, replacement parts or new pieces of equipment associated with the treatment system are required from time to time; and

WHEREAS, Lakeside Equipment Corporation proprietary parts and equipment are required for compatibility with the existing system; and

WHEREAS, ClearWater, Inc. is the sole source provider of Lakeside Equipment Corporation replacement parts and new equipment in North Carolina; and WHEREAS, the governing board must approve the purchase under this bidding exemption prior to awarding the contract.

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

Adopted this the 3rd day of October, 2022.

Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:
Daralyn Spivey, NCCCC
Clerk to the Board

VI. PUBLIC HEARING

1. **Tax Administration Schedule of Values**
   Mr. Niebauer requested the Board hold a Public Hearing required for the adoption of the 2023 Schedule of Values. Chairman Thompson opened the Public Hearing at 3:09 p.m.

   Debbie Lollie spoke to the concerns with the upcoming tax revaluation and those who live on a fixed income.

   Gary Ostby spoke to the property revaluations and the increase in property values and requested a town hall meeting for this issue.

   Chairman Thompson closed the public hearing at 3:18 p.m.

   Following the Public Hearing, Mr. Niebauer requested the Board schedule a meeting to adopt the Schedule of Values. As this meeting should occur no sooner than seven days after the Public Hearing, it is suggested that it be scheduled for October 17, 2022 at 6:00pm.

   Commissioner Williams made the motion to set the adoption for the Schedule of Values for the October 17, 2022 Board Meeting. The motion was seconded my Commissioner Cooke and passed unanimously (5 to 0).

VII. ADMINISTRATIVE REPORT

1. **Administration - Fiscal Year-End June 30, 2022, County Manager's Report and Capital Project Funding**
   The Board of Commissioners received information for Fiscal Year End June 30, 2022 and considered appropriations of fund balance to pay-go future projects planned in the Five Year Capital Improvement Plan, for repair and maintenance projects, parks improvements, and equipment purchase. Chairman Thompson made a motion to approve the flowing items:

   $1.65 million of Repair and Maintenance projects to the Detention Center, Sheriff's Office, and Building D as follows: Jail and Sheriff's Office roof replacement at $1.2 million, Jail and Sheriff's Office existing gas line replacement at $300,000, Detention Center Carbon Monoxide Detectors at $110,000, and Building D existing gas line replacement at $40,000.

   The purchase of a $1.2 million horizontal grinder in Solid Waste. Current equipment is unable to remain operational. Current grinding services are being fulfilled by contracting out the work.

   Chairman Thompson also made the motion to table the following pending further information to be presented at the October 17, 2022 Board Meeting by Parks and Recreation:

   $408,000 of operating improvements to the following parks: Dutchmen Creek Park at $240,000, Brunswick Nature Park at $46,000, Town Creek Park at $74,000, and Ocean Isle Beach at $48,000.

   The above motions were seconded by Commissioner Sykes and passed unanimously (5 to 0).

2. **Utilities – OIB WWTP ARPA Funds**

Mr. Nichols requested the Board authorize the use of $4,942,733 in County ARPA funds for the design and land purchase associated with the rehabilitation and expansion of the Ocean Isle Beach Wastewater Treatment Plant. Vice – Chairman Forte made the motion to approve the above request. The motion seconded by Commissioner Williams and passed unanimously (5 to 0).

VIII. OTHER BUSINESS/INFORMAL DISCUSSION

1. Storm Debris

Mr. Stone requested the Board authorize a free dump week at the Brunswick County Landfill in Bolivia for landscape debris and construction/demolition debris for Brunswick County residents only as a direct result of Hurricane Ian. Commissioner Williams made the motion to approve the debris disposal. The motion was seconded by Vice – Chairman Forte and passed unanimously (5 to 0).

IX. CLOSED SESSION

1. The Board entered into closed session pursuant to G.S. § 143-318.11(a)(4) To discuss matters relating to the location or expansion of business in the area served by this body.

Mr. Shaver noted the above statutory requirements.

Commissioner Cooke made the motion to enter Closed Session at 3:50 p.m. The motion was seconded by Commissioner Williams and passed unanimously (5 to 0).

Chairman Thompson called the Regular Session to order at 4:40 p.m.

Mr. Shaver stated there was nothing to report from Closed Session.

X. ADJOURNMENT

Commissioner Williams moved to adjourn the meeting at 8:27 p.m. The motion was seconded by Commissioner Sykes and passed unanimously (5 to 0).

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

Attest:

_____
Daralyn Spivey, NCCCC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # V. - 3.
County Attorney - Extension of Grant Term

From:
Bob Shaver, County Attorney

Issue/Action Requested:
Extend the termination date for the NC Department of Commerce grant for the Pacon economic development project for one year, until April 18, 2023.

Background/Purpose of Request:
NC Department of Commerce has extended the Pacon grant termination date by one year from 4/18/22 to 4/18/23.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

ATTACHMENTS:

Description

- Pacon grant extension

AMENDMENT

North Carolina Department of Commerce
Rural Economic Development Division
Rural Grant/Programs

Contract #: 2019-121-3201-2587
Date: October 10, 2022

2
Number

GRANTEE:
Brunswick County
PO Box 249
Bolivia, NC 28422

Contact: Mr. Randy Thompson

THE DEPARTMENT:
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, NC 27699-4346
Fiscal & Compliance Analyst: Bethany P. Davenport

Project Title: Pacon Manufacturing/Project Pavement

This Contract Amendment is hereby entered into by and between the North Carolina Department of Commerce (the "Department") and Brunswick County (the "Grantee") (referred to collectively as the "Parties"). By this Contract Amendment, the Parties amend their Grant #2019-121-3201-2587, respectively (the "Agreement"), as outlined below.

Except as set forth in this Contract Amendment, all other terms and conditions of the Agreement shall remain unaltered and in full force and effect. Should there arise any conflict, discrepancy or ambiguity between the terms and conditions contained in the Agreement and the terms and conditions of this Contract Amendment, the terms and conditions contained in this Contract Amendment shall govern and prevail.

☑ Paragraph 3 (Term of Agreement)
DELETE: "terminate on 4/18/2022 ."
ADD: "terminate on 4/18/2023 ."

Progress reports are due on January 15th and July 15th for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Authorized Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principles to the terms of this Contract Amendment.

In Witness Whereof, the Grantee and the Department have executed this Contract Amendment in duplicate originals, with one original being retained by each party.

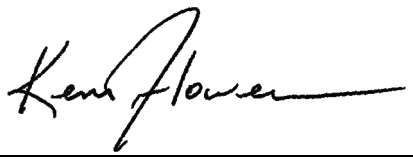
GRANTEE:

Signature

Printed Name *Date*

Title

THE DEPARTMENT:



Signature

Kenny Flowers 6/24/2022
Printed Name *Date*

Assistant Secretary for Rural Economic Development
Title

If you agree with the amendment as proposed, please sign. **Retain one a copy for your files and return a copy to the attention of Bethany P. Davenport at the NC Department of Commerce at rgpreports@nccommerce.com .**

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # V. - 4.
County Attorney - Goose Lane Extension Water DOD

From:
Asst. County Attorney--Bryan Batton

Issue/Action Requested:
Consider accepting the Deed of Dedication for water infrastructure for Goose Lane Extension, located in Shallotte Township.

Background/Purpose of Request:
Patricia Gail Hewett has submitted a Deed of Dedication for water infrastructure for Goose Lane Extension, located in Shallotte Township. 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
$ 33,000.00 for water

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Accept the Deed of Dedication for water infrastructure from Patricia Gail Hewett.

County Manager's Recommendation:
Recommend that the Board consider accepting the Deed of Dedication for water infrastructure for Goose Lane Extension, located in Shallotte Township.

ATTACHMENTS:

Description

- Goose Lane Extension water DOD

Prepared by: Attorney Joseph L. Ray
Post Office Box 6339
Ocean Isle Beach, NC 28469

DEED OF DEDICATION

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the 9 day of September, 2022 by and between Patricia Gail Hewett, Widow, of Brunswick County, North Carolina, party of the first part, hereinafter referred to as "Developer", and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, whose mailing address is PO Box 249, Bolivia, NC 28422 hereinafter referred to as Grantee;

WITNESSETH:

That whereas Developer is the owner and developer of a tract or parcel located in Shallotte Township, Brunswick County, North Carolina known as Goose Lane Extension;

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

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

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

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

Being the water lines located in and along that certain tract or parcel of land located in Shallotte Township, Brunswick County, North Carolina known as "Easement A" of the Goose Lane Extension as shown on that certain Survey prepared by Tompkins Land Surveying, PA for Ralph Hewett & Toney Powell of Utility Easement, dated February 24, 2021, the same of which is recorded in Map Cabinet 127,

Page 28, Brunswick County Registry, of which said Survey is incorporated hereto for more particularity of metes and bounds the same as if fully set out herein.

TO HAVE AND TO HOLD said water 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 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 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.

Patricia Hewett (SEAL)
Patricia Gail Hewett, Widow

(SEAL)
By: Robin L. Hewett, Attorney-in-Fact for
Patricia Gail Hewett

NORTH CAROLINA BLADEN COUNTY

I, Maria C. Edwards, a Notary Public of the County and State aforesaid, do hereby certify that Robin L. Hewett, as Attorney-in-Fact for Patricia Gail Hewett, Widow, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of Patricia Gail Hewett, Widow and that the authority to execute and acknowledge this instrument is contained in a Power of Attorney duly executed on the 25th day of May, 2022 and recorded on the 31st day of May, 2022 in the Office of the Register of Deeds of Brunswick County, North Carolina at 3:22 o'clock p.m. and found in Book 4859, Page 247-250 Brunswick County Registry, and that this instrument was executed under and by virtue of the authority given by said instrument granting to Robin L. Hewett the Power of Attorney; that the said Robin L. Hewett acknowledged the due execution of the foregoing instrument for the purposes therein expressed for and in behalf of Patricia Gail Hewett, Widow of Ralph Leon Hewett.

My Commission Expires: Aug 5, 2023

MARIA C. EDWARDS NOTARY PUBLIC BLADEN COUNTY, N.C.

Maria C. Edwards
Notary Public

Print Notary Name: Maria C. Edwards

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for Patricia Gail Hewett, Widow, was accepted by the Brunswick County Board of Commissioners on the _____ day of _____, 20____.

Brunswick County Board of Commissioners

_____

Randy Thompson, Chairman

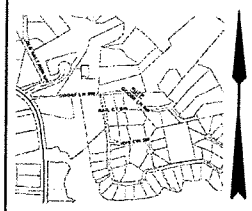
_____

Daralyn Spivey

Clerk to the Board

127/28

Map Cabinet 127 Page 28 3/22/21 KW



LOCATION MAP (No Scale)

MC 52-PAGE 30

MAP NORTH

SURVEY FOR
Ralph Hewett
&
Toney Powell
OF
UTILITY EASEMENT

SHALLOTTE TWP — BRUNSWICK COUNTY, N.C.
SCALE 1"= 60' — FEBRUARY 24, 2021

0 30 60 120

EASEMENT A TO BE GRANTED BY RALPH HEWETT
EASEMENT B TO BE GRANTED BY TONEY POWELL

B0127 P0028 03-22-2021 13:48:34.803
Brunswick County, NC Register of Deeds page 1 of 1 Brenda M. Clemmons PLAT

TOMPKINS LAND SURVEYING P.A.
1368 RIVER BEND DRIVE
SHALLOTTE, NORTH CAROLINA 28470
(910)579-9505

LEGEND
- NR NEW REBAR SET
- ER EXISTING IRON FOUND
- CONCRETE MONUMENT
- CCM CONCRETE CONTROL MONUMENT SET
- TRAVERSE POINT
- TELEPHONE PAD
- ELECTRICAL PAD
- UTILITY POLE
- FENCE (type noted)
- WV WATER METER/VALVE
- POWER POLE
- CONCRETE

NOTES
1 AREA BY COORDINATES.
2 PROPERTY IS SUBJECT TO ANY AND ALL RESTRICTIVE COVENANTS EASEMENTS AND MINERAL RIGHTS IF APPLICABLE AND RECORDED IN THE BRUNSWICK COUNTY REGISTRY.
3 PROPERTY IS LOCATED IN A X FLOOD ZONE.
4 IRON RODS PLACED AT ALL CORNERS UNLESS OTHERWISE NOTED.
5 PROPERTY SUBJECT TO ALL ZONING REQUIREMENTS OF BRUNSWICK COUNTY N.C.
6 ELEVATION DATUM NA
7 THIS SURVEY REFLECTS AN ASBUILT OF THIS PROPERTY AS OF THE DATE OF SIGNATURE.
8 THIS SURVEY DOES NOT CERTIFY LEGAL TITLE TO THE LAND ITSELF, OR TO THE BOUNDARIES SHOWN. USERS OF THIS PLAT SHOULD OBTAIN AN ACCURATE LEGAL OPINION AS TO OWNERSHIP TO THE BOUNDARIES SHOWN ON THIS PLAT.

NOTE
THIS SURVEY REFLECTS THE RESULTS OF A NEW AND UPDATED SURVEY OF THE PROPERTY SHOWN COURSES AND DISTANCES MAY VARY FROM PREVIOUS DATA OF RECORD.

THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A TITLE REPORT AND MAY NOT INDICATE ALL ENCUMBRANCES ON THE PROPERTY OR OTHER MATTERS THAT SUCH A REPORT MIGHT REVEAL.

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK
I, Connie Warlow, A REVIEW OFFICER OF BRUNSWICK COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
22Mar21 Connie Warlow
DATE REVIEW OFFICER

I, JAMES R. TOMPKINS, A PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS PLAT IS OF A SURVEY THAT CONSTITUTES ONE OR MORE OF THE FOLLOWING AS INDICATED:

A ☐ CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND
B ☐ IS OF AN EXISTING PARCEL OR PARCELS OF LAND
C ☒ THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION
D ☐ THAT THE INFORMATION TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF HISHER PROFESSIONAL ABILITY AS TO TO PROVISIONS CONTAINED IN (A) THRU (C) ABOVE.

JAMES R. TOMPKINS PLS L-2851 C-1324 02/24/2021

I, JAMES R. TOMPKINS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN RECORDED IN BOOK ____ PAGE ____, OR OTHER REFERENCE SOURCE ____); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK ____ PAGE ____ OR OTHER REFERENCE SOURCE ____; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 10000 ; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600, AND G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 24 DAY OF FEBRUARY, 2021

JAMES R. TOMPKINS PLS L-2851 C-1324

NORTH CAROLINA PROFESSIONAL SEAL L-2851 LAND SURVEYOR JAMES R. TOMPKINS

Course	Bearing	Distance
L1	S 12°11'52" E	30.97'
L2	N 87°51'12" W	105.80'
L3	N 87°36'45" W	56.44'
L4	N 87°36'45" W	37.27'
L5	N 87°36'45" W	85.06'
L6	N 87°36'45" W	84.81'
L7	N 87°36'45" W	30.31'
L8	N 87°36'45" W	9.43'
L9	N 08°28'39" E	30.17'

TONEY POWELL
MC 35-PAGE 463

S 87°36'45"E 121.35'
S 87°41'52"E 276.77'
GOOSE LANE SW
EASEMENT B
30' EASEMENT MC O-PAGE 143
EGRET STREET 30' RW
38
37
36
35
GOOSE CREEK SUBV. PHASE II MC V-PAGE 140
N 32°44'40"W 194.62'
GOOSE
S 32°44'40"E 139.63'
S 84°02'42"E 126.18'
N 82°53'47"E 69.07'
N 45°30'43"E 37.20'
S 50°21'31"E 45.08'
S 39°38'24"E
S 45°39'24"W
LANE
EASEMENT A
EXTENSION
152.12'
N 84°05'48"W
77.94'
S 82°50'33"W
45' RW
N 32°44'40"W 150.42'
S 32°44'40"E 78.17'
S 32°44'41"E 50.00'
N 82°42'12"E 91.02'
N 32°39'10"W 37.74'
S 16°26'42"E 60.12'
N
161.99'
S 82°45'58"W
4
5
1
2
3
GOOSE CREEK SUBV. PHASE II MC V-PAGE 140

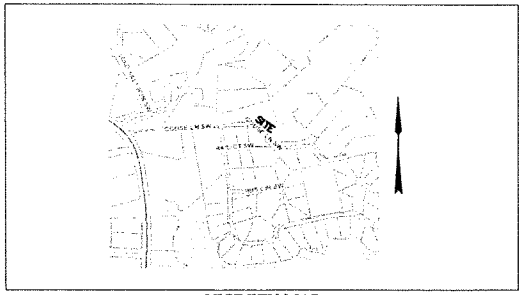
SUBDIVISION WAIVER "E"
Connie Warlow
Planning Director or Designee
Date: 22Mar21

I(WE), _____ HEREBY CERTIFY THAT I AM (WE ARE) THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON WHICH WAS CONVEYED TO ME (US) BY DEED RECORDED IN BOOK ____ ,PAGE ____ , AND THAT I(WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING LINES, AND DEDICATE ALL DRAINAGE WAYS AND OTHER OPEN SPACE TO PUBLIC OR PRIVATE USE AS NOTED. FURTHER I(WE) CERTIFY THAT THE LAND SHOWN HEREON IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF BRUNSWICK COUNTY.

OWNER _____
DATE _____

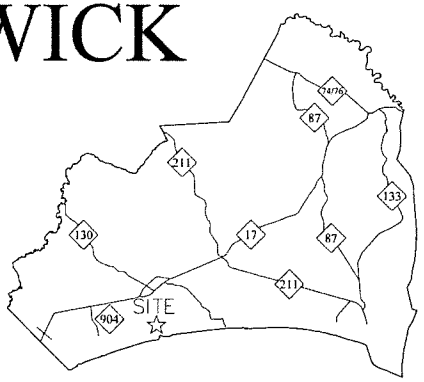
FIELD SURVEY	CT JP TF
DRAWN	RT
CHECKED	
FIELD BOOK	467
COMPUTER FILE	RHEWETT21.CRD
MAP FILE	
RALPH HEWETT EASEMENT.DWG	

COUNTY OF BRUNSWICK

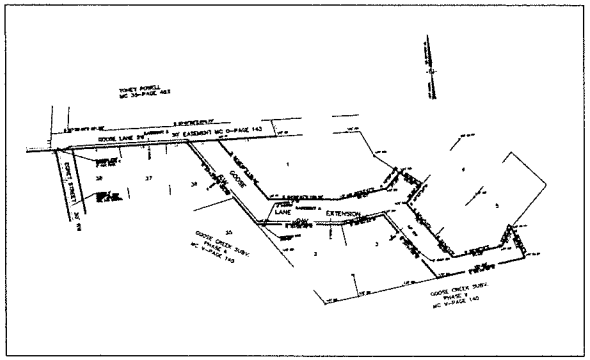


VICINITY MAP
(Not to Scale)

GOOSE LANE WATERLINE EXTENSION



CLIENT
RALPH HEWETT C/O JOHN KINLAW
P.O. BOX 2709 SHALLOTTE NC, 28459
910-754-6403 / 910-620-6501
kinlawrealty@atmc.net



INDEX OF SHEETS

C	:	COVER SHEET
C1	:	SITE PLAN
C2	:	BRUNSWICK COUNTY DETAILS
C3	:	BRUNSWICK COUNTY DETAILS
C4	:	BRUNSWICK COUNTY DETAILS
C5	:	BRUNSWICK COUNTY DETAILS
C6	:	BRUNSWICK COUNTY DETAILS
C7	:	BRUNSWICK COUNTY DETAILS

TYPE OF WORK: ADDING 442 LF OF 6" WATERLINE, 316 LF OF 2" WATERLINE, AND 1 FIRE HYDRANT.

DESIGNER
PHIL NORRIS
NORRIS & TUNSTALL CONSULTING ENGINEERS, P.C.
2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 343-9653
FAX: 910-343-9604
EMAIL: PNORRIS@NTENGINEERS.COM

AS-BUILT DRAWING DATE: 06/10/22

THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.

NUMBER	DATE	BY	REVISION DESCRIPTION

APPROVAL STATUS	DATE	BY	DEPARTMENT
☐ YES ☐ NO ☐ N/A			PLANNING
☐ YES ☐ NO ☐ N/A			ENGINEERING
☐ YES ☐ NO ☐ N/A			PUBLIC UTILITIES

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

DATE: 06/10/2022

SUBMITTAL: AS-BUILT

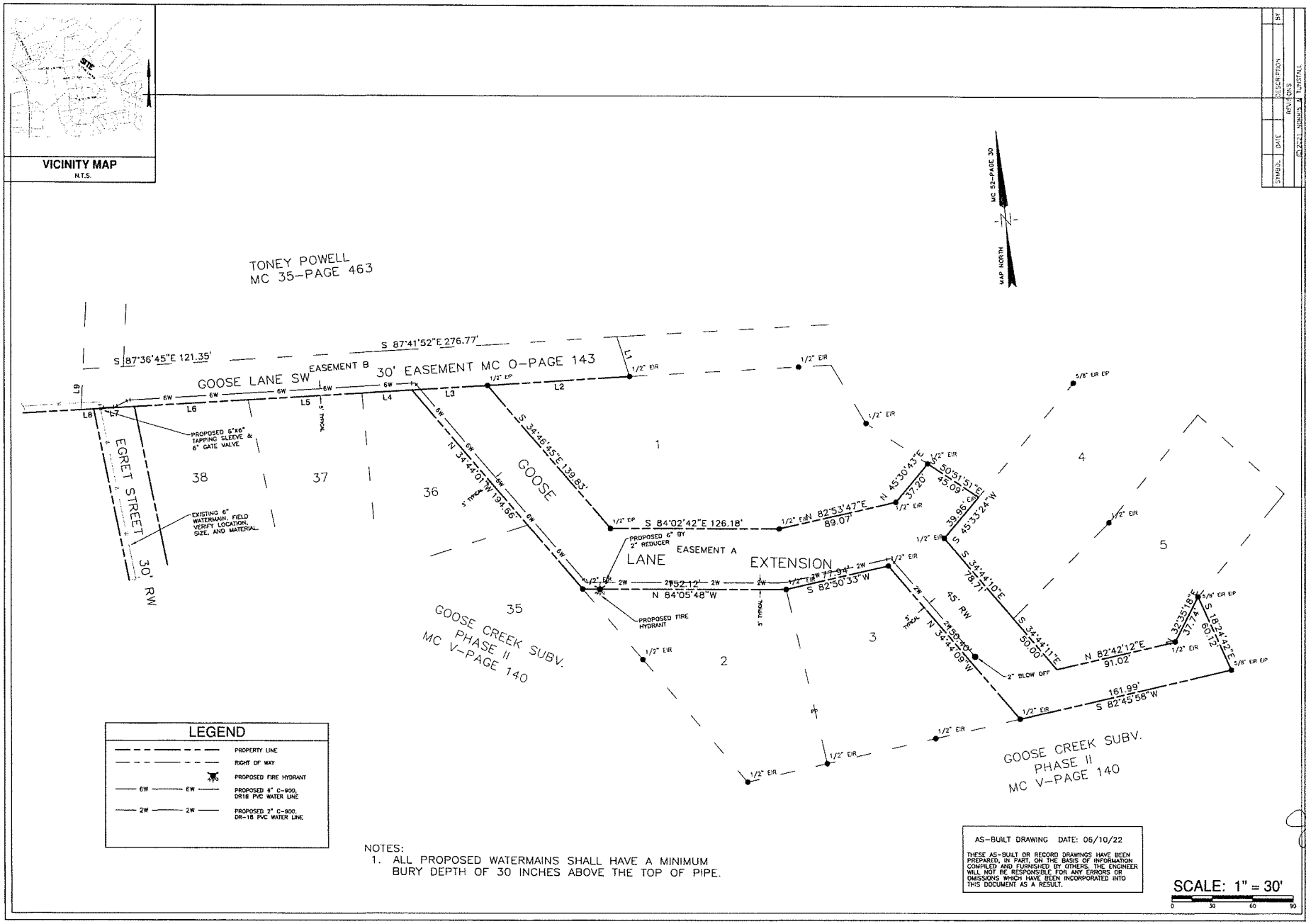
PROJECT NAME: GOOSE LANE WATERLINE EXTENSION
LOCATION: BRUNSWICK COUNTY, NC
OWNER: RALPH HEWETT C/O JOHN KINLAW
DESIGNER: P NORRIS, NORRIS & TUNSTALL

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19668 PHILLIP NORRIS
6/10/2022

TECH: D BLACKMON / EDB
DES: P NORRIS / JPN
CHK: P NORRIS / JPN

PROJECT NO. 21064

SHEET NO. C



SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	
		AS-BUILT DRAWING	T.UNSTALL

SITE PLAN
GOOSE LANE WATERLINE EXTENSION
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
Ralph Hewett c/o John Kinlaw
P.O. Box 2709 Shallotte, NC 28459
910.754.6403 / 910.620.6501
kinlawrealty@atmc.net

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
1043 E. STONEWALL ST., SUITE #11 WILMINGTON, NC 28403 PHONE: (910) 343-9653
1429 ASHEVILLE HIGHWAY, SUITE #13 SOUTH ASHEVILLE, NC 28803 PHONE: (910) 297-3900
License #C-3641

21064

DES. JPN
DRN. JPN
CHKD. ZAC
DATE 06/10/22

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19661 JOHN PHILLIP NORRIS

C1

Prepared by: Attorney Joseph L. Ray
PO Box 6339
Ocean Isle Beach, NC 28469

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK AFFIDAVIT

Patricia Gail Hewett, widow, of Brunswick County, North Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That she is the owner of certain property located in Shallotte Township, Brunswick County, known as Goose Lane Extension, containing lots numbered one thru five, as more particularly described in a Deed of Dedication in favor or Brunswick County of even date herewith.

2. That she has caused to be installed water distribution lines under and along the road right-of-way property hereinafter described and referenced;

Being the water lines located in and along that certain tract or parcel of land located in Shallotte Township, Brunswick County, North Carolina known as "Easement A" of the Goose Lane Extension as shown on that certain Survey prepared by Tompkins Land Surveying, PA for Ralph Hewett & Toney Powell of Utility Easement, dated February 24, 2021, the same of which is recorded in Map Cabinet 127, Page 28, Brunswick County Registry, of which said Survey is incorporated hereto for more particularity of metes and bounds the same as if fully set out herein.

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

installed therein which would in any way jeopardize title to the subdivision or the water distribution lines located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by her Attorney-In-Fact, Robin L. Hewett, this 19 day of September, 2022.

Patricia Gail Hewett (SEAL)
Patricia Gail Hewett, Widow

Robin L. Hewett (SEAL)
By: Robin L. Hewett, Attorney-in-Fact for
Patricia Gail Hewett

NORTH CAROLINA BLADEN COUNTY

I, Maria C. Edwards, a Notary Public of the County and State aforesaid, do hereby certify that Robin L. Hewett, as Attorney-in-Fact for Patricia Gail Hewett, Widow, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of Patricia Gail Hewett, Widow and that the authority to execute and acknowledge this instrument is contained in a Power of Attorney duly executed on the 25th day of May, 2022 and recorded on the 31st day of May, 2022 in the Office of the Register of Deeds of Brunswick County, North Carolina at 3:22 o'clock p.m. and found in Book 4859, Page 247-250 Brunswick County Registry, and that this instrument was executed under and by virtue of the authority given by said instrument granting to Robin L. Hewett the Power of Attorney; that the said Robin L. Hewett acknowledged the due execution of the foregoing instrument for the purposes therein expressed for and in behalf of Patricia Gail Hewett, Widow of Ralph Leon Hewett.

My Commission Expires: August 5, 2023

Maria C. Edwards
Notary Public

Print Notary Name: Maria C. Edwards

MARIA C. EDWARDS NOTARY PUBLIC BLADEN COUNTY, N.C.

127/28

Map Cabinet 127 Page 28

3/22/21

SURVEY FOR
Ralph Hewett
Toney Powell
OF
UTILITY EASEMENT

SHALLOTTE TWP — BRUNSWICK COUNTY, N.C.
SCALE 1"= 60' — FEBRUARY 24, 2021

0 30 60 120

EASEMENT A TO BE GRANTED BY RALPH HEWETT
EASEMENT B TO BE GRANTED BY TONEY POWELL

B0127 P0028 03-22-2021 13:48:34.000
Brunswick County, NC Register of Deeds page 1 of 1
Brenda M. Clemmons PLAT

TOMPKINS LAND SURVEYING P.A.
1368 RIVER BEND DRIVE
SHALLOTTE, NORTH CAROLINA 28470
(910)579-9505

LOCATION MAP (No Scale)

MC 32-PAGE 30

MAP NORTH

LEGEND
- NR NEW REBAR SET
- ER EXISTING IRON FOUND
- CONCRETE MONUMENT (GSM CONCRETE CONTROL MONUMENT SET)
- TRAVERSE POINT
- TELEPHONE PAD
- ELECTRICAL PAD
- UTILITY POLE
- FENCE (Type noted)
- WV WATER METER/VALVE
- POWER POLE
- CONCRETE

NOTES
1 AREA BY COORDINATES .
2 PROPERTY IS SUBJECT TO ANY AND ALL RESTRICTIVE COVENANTS EASEMENTS AND MINERAL RIGHTS IF APPLICABLE AND RECORDED IN THE BRUNSWICK COUNTY REGISTRY.
3 PROPERTY IS LOCATED IN A X FLOOD ZONE.
4 IRON RODS PLACED AT ALL CORNERS UNLESS OTHERWISE NOTED.
5 PROPERTY SUBJECT TO ALL ZONING REQUIREMENTS OF BRUNSWICK COUNTY N.C.
6 ELEVATION DATUM NA
7 THIS SURVEY REFLECTS AN ASBUILT OF THIS PROPERTY AS OF THE DATE OF SIGNATURE.
8 THIS SURVEY DOES NOT CERTIFY LEGAL TITLE TO THE LAND ITSELF, OR TO THE BOUNDARIES SHOWN. USERS OF THIS PLAT SHOULD OBTAIN AN ACCURATE LEGAL OPINION AS TO OWNERSHIP TO THE BOUNDARIES SHOWN ON THIS PLAT.

NOTE
THIS SURVEY REFLECTS THE RESULTS OF A NEW AND UPDATED SURVEY OF THE PROPERTY SHOWN COURSES AND DISTANCES MAY VARY FROM PREVIOUS DATA OF RECORD.

THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A TITLE REPORT AND MAY NOT INDICATE ALL ENCUMBRANCES ON THE PROPERTY OR OTHER MATTERS THAT SUCH A REPORT MIGHT REVEAL.

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK
I, Connie Marlowe, A REVIEW OFFICER OF BRUNSWICK COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
22Mar21 Connie Marlowe
DATE REVIEW OFFICER

I, JAMES R. TOMPKINS, A PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS PLAT IS OF A SURVEY THAT CONSTITUTES ONE OR MORE OF THE FOLLOWING AS INDICATED:

A ☐ CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND
B ☐ IS OF AN EXISTING PARCEL OR PARCELS OF LAND
C ☒ THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION
D ☐ THAT THE INFORMATION TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF HIS/HER PROFESSIONAL ABILITY AS TO TO PROVISIONS CONTAINED IN (A) THRU (C) ABOVE.

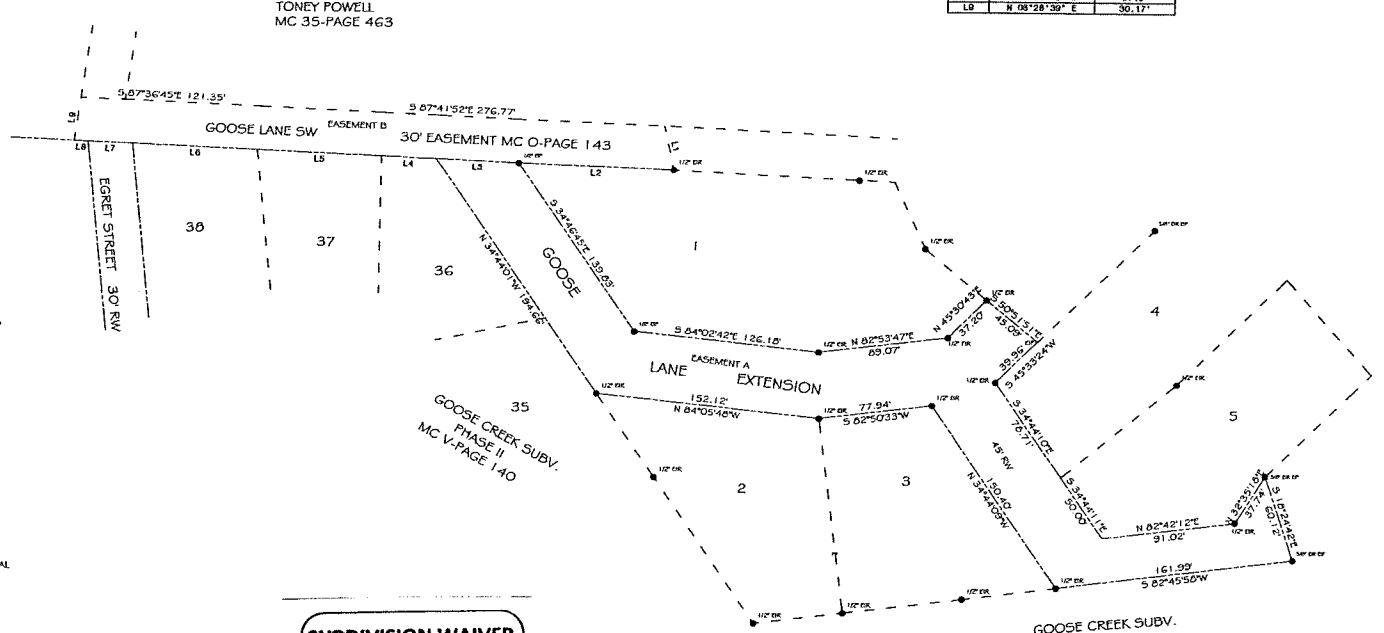
02/24/2021
JAMES R. TOMPKINS PLS L-2851 C-1324

I, JAMES R. TOMPKINS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN RECORDED IN BOOK ,PAGE , OR OTHER REFERENCE SOURCE); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK, PAGE OR OTHER REFERENCE SOURCE ; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 10000 ; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600, AND G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 24 DAY OF FEBRUARY ,2021

JAMES R. TOMPKINS PLS L-2851 C-1324

NORTH CAROLINA PROFESSIONAL SEAL L-2851 LAND SURVEYOR JAMES R. TOMPKINS

Course	Bearing	Distance
L1	S 12°11'59" E	30.97'
L2	N 87°51'12" W	105.80'
L3	N 87°36'45" W	36.44'
L4	N 87°36'45" W	37.27'
L5	N 87°36'45" W	85.06'
L6	N 87°36'45" W	84.81'
L7	N 87°36'45" W	30.31'
L8	N 87°36'45" W	9.43'
L9	N 08°28'39" E	30.17'



SUBDIVISION WAIVER "E"
Connie Marlowe
Planning Director or Designee
Date: 22Mar21

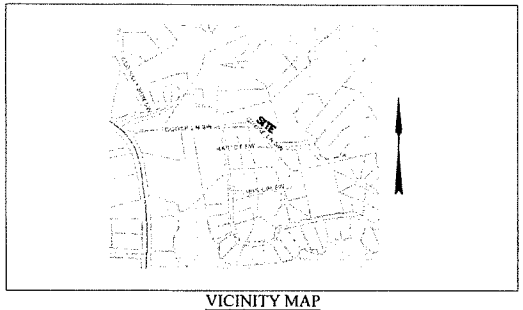
I(WE), HEREBY CERTIFY THAT I AM (WE ARE) THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON WHICH WAS CONVEYED TO ME (US) BY DEED RECORDED IN BOOK ,PAGE , AND THAT I(WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING LINES, AND DEDICATE ALL DRAINAGE WAYS AND OTHER OPEN SPACE TO PUBLIC OR PRIVATE USE AS NOTED. FURTHER I(WE) CERTIFY THAT THE LAND SHOWN HEREON IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF BRUNSWICK COUNTY.

OWNER
DATE

FIELD SURVEY	CT JF TP
DRAWN	RT
CHECKED	
FIELD BOOK	467
COMPUTER FILE	RHEWETT21.CRD
MAP FILE	

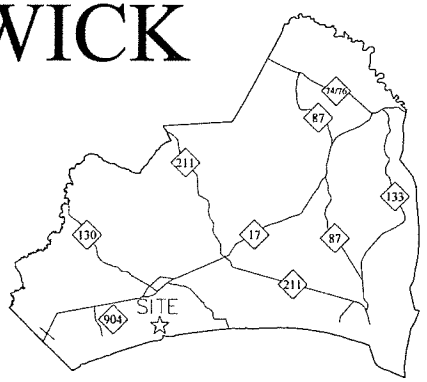
RALPH HEWETT EASEMENT.DWG

COUNTY OF BRUNSWICK

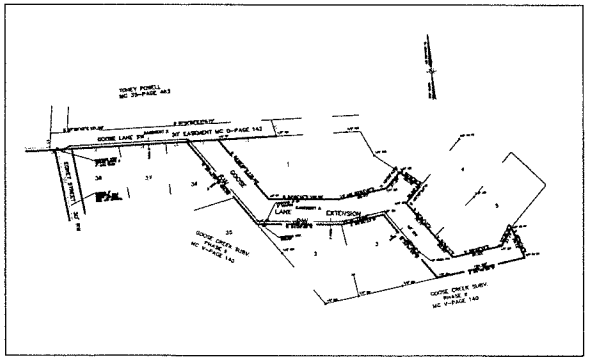


VICINITY MAP
(Not to Scale)

GOOSE LANE WATERLINE EXTENSION



CLIENT
RALPH HEWETT C/O JOHN KINLAW
P.O. BOX 2709 SHALLOTTE NC, 28459
910-754-6403 / 910-620-6501
kinlawrealty@atmc.net



INDEX OF SHEETS

C : COVER SHEET
C1 : SITE PLAN
C2 : BRUNSWICK COUNTY DETAILS
C3 : BRUNSWICK COUNTY DETAILS
C4 : BRUNSWICK COUNTY DETAILS
C5 : BRUNSWICK COUNTY DETAILS
C6 : BRUNSWICK COUNTY DETAILS
C7 : BRUNSWICK COUNTY DETAILS

TYPE OF WORK: ADDING 442 LF OF 6" WATERLINE, 316 LF OF 2" WATERLINE, AND 1 FIRE HYDRANT.

DESIGNER
PHIL NORRIS
NORRIS & TUNSTALL CONSULTING ENGINEERS, P.C.
2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 343-9653
FAX: 910-343-9604
EMAIL: PNORRIS@NTENGINEERS.COM

AS-BUILT DRAWING DATE: 06/10/22

THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.

NUMBER	DATE	BY	REVISION DESCRIPTION

APPROVAL STATUS	DATE	BY	DEPARTMENT
☐ YES ☐ NO ☐ N/A			PLANNING
☐ YES ☐ NO ☐ N/A			ENGINEERING
☐ YES ☐ NO ☐ N/A			PUBLIC UTILITIES

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

DATE: 06/10/2022

SUBMITTAL: AS-BUILT

PROJECT NAME: GOOSE LANE WATERLINE EXTENSION
LOCATION: BRUNSWICK COUNTY, NC
OWNER: RALPH HEWETT C/O JOHN KINLAW
DESIGNER: P NORRIS, NORRIS & TUNSTALL

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19668 PHILLIP NORRIS
6/10/2022

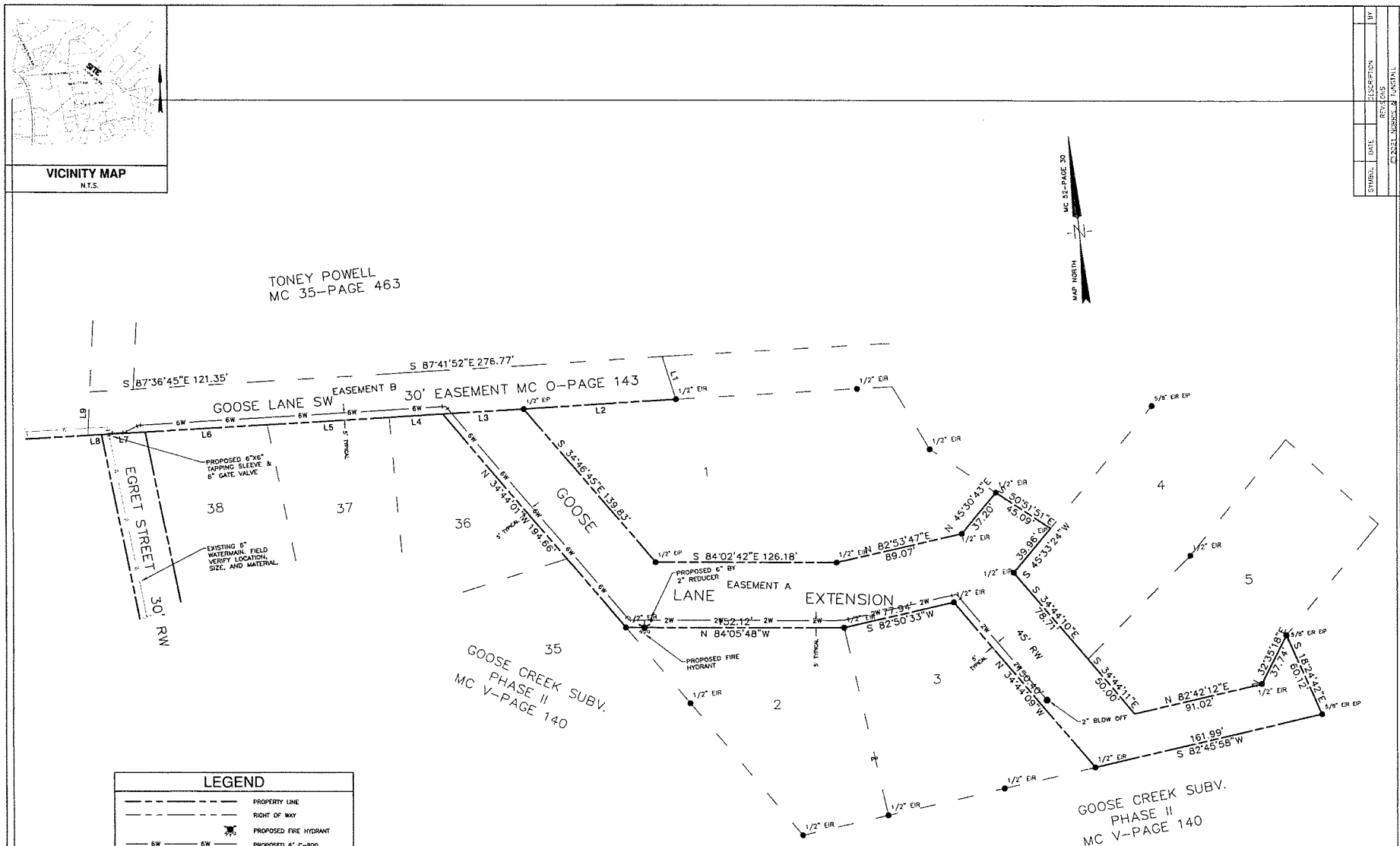
TECH: D BLACKMON / EDB

DES: P NORRIS / JPN

CHK: P NORRIS / JPN

PROJECT NO. 21064

SHEET NO. C



LEGEND

- PROPERTY LINE
- RIGHT OF WAY
- PROPOSED FIRE HYDRANT
- 6W 6W — PROPOSED 6" C-900, DR18 PVC WATER LINE
- 2W 2W — PROPOSED 2" C-900, DR-18 PVC WATER LINE

NOTES:
1. ALL PROPOSED WATERMAINS SHALL HAVE A MINIMUM BURY DEPTH OF 30 INCHES ABOVE THE TOP OF PIPE.

AS-BUILT DRAWING DATE: 06/10/22

THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.

SCALE: 1" = 30'

SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	

© 2021 NORRIS & TUNSTALL

SITE PLAN
GOOSE LANE WATERLINE EXTENSION
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
Ralph Hewett c/o John Kinlaw
P.O. Box 2769 Shallotte, NC 28459
910-754-6403 / 910-620-6501
kinlawrealty@atmc.net

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
PROFESSIONAL ENGINEERS & LAND SURVEYORS
1429 ASH-LITTLE RIVER RD. NW
FAYETTEVILLE, NC 28304
PHONE (910) 497-9000

License #C-3641

21064

DES JPN
DRN JPN
CHK'D ZAC
DATE 06/10/22

JOHN PHILLIP NORRIS
SEAL 11966
ENGINEER

C1

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # V. - 5.
Emergency Services - Bald Head Island Ambulance Franchise and Contract

From:
Emergency Services-Lyle Johnston

Issue/Action Requested:
Request for approval of the annual ambulance franchise agreement and contract for the Village of Bald Head Island Fire/EMS to provide EMS coverage on Bald Head Island, as part of the Brunswick County EMS System. This contract also includes an annual payment of $298,500.00 to support the services provided on Bald Head Island.

Background/Purpose of Request:
The Village of Bald Head Island Fire/EMS currently provides paramedic level EMS services on Bald Head Island. This is the annual ambulance franchise agreement and contract for those services. The $298,500.00 was approved in the FY22/23 budget.

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

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend approval of the annual ambulance franchise agreement and contract for the Village of Bald Head Island Fire/EMS to provide EMS coverage on Bald Head Island, as part of the Brunswick County EMS System. This contract also includes an annual payment of $298,500.00 to support the services provided on Bald Head Island.

ATTACHMENTS:

Description

- Village of Bald Head Island

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

FRANCHISE AND AGREEMENT

THIS FRANCHISE AND AGREEMENT is made and entered into this 1st day of July, 2022, by and between the **COUNTY OF BRUNSWICK**, a North Carolina body politic and corporate of the State of North Carolina, hereinafter called "COUNTY," and the **VILLAGE OF BALD HEAD ISLAND**, a municipality organized and existing pursuant to the laws of the State of North Carolina, hereinafter called "PROVIDER."

WITNESSETH

THAT WHEREAS, N.C.G.S. 153A authorizes counties to enter into contracts and to franchise ambulance services; and

WHEREAS, Brunswick County Code of Ordinances, Chapter 1-9, Public Health and Safety, Article II, Ambulances, hereinafter called the "Franchise Ordinance," regulates the operation and franchising of ambulance services within Brunswick County; and

WHEREAS, N.C.G.S. Chapter 160A authorizes municipal corporations to make contracts and to have and exercise all powers necessary and convenient to affect any or all of the purposes for which the corporation is organized; and

WHEREAS, the parties hereto seek to provide ambulance services and/or special rescue services;

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, and pursuant to the general power and authority of PROVIDER to furnish ambulance services, and the general power and authority of COUNTY to provide paramedic ambulance services for its inhabitants and general population, the parties hereto mutually contract and agree as follows:

1
GRANT OF FRANCHISE

COUNTY hereby grants to PROVIDER, the right, privilege and franchise to operate an ambulance service within the franchise area, subject to the faithful performance and observance of the conditions and reservations hereinafter set forth, inclusive of all provisions contained within the Franchise Ordinance.

2
TERM OF FRANCHISE; TERMINATION

COUNTY grants this franchise for a term commencing upon execution of this Franchise and Agreement and terminating at midnight on June 30, 2023. This grant of franchise shall be subject

to suspension, revocation, or termination as set forth in the Franchise Ordinance. Either party may terminate the franchise upon sixty (60) days' prior written notice to the other party.

3
GENERAL DUTIES

A. PROVIDER agrees to maintain State of North Carolina Ambulance Provider License.

B. PROVIDER agrees to furnish and provide continuing ambulance service to all areas lying within its designated response territorial limits, upon proper notification by any resident, property owner, other person, or agency.

C. PROVIDER, in providing said ambulance or rescue services, shall use its own means and methods, within standards recognized by federal, state and local authorities and agencies, which means and methods shall not be subject, except as herein below set forth, to further control, direction or supervision by COUNTY. PROVIDER hereby further agrees that medical control of its ambulance service shall be subject to the protocols and policies as established by the Brunswick County Medical Director and the Brunswick County EMS System Plan.

D. All ambulance service equipment, special rescue equipment, and personnel necessary and proper for the performance of this Franchise and Agreement shall be provided by PROVIDER at its sole cost and expense, and all persons engaged by PROVIDER in ambulance transport services pursuant to the provisions of this Franchise and Agreement shall be subject to the exclusive control, direction and supervision, of PROVIDER. Except as noted herein below, COUNTY shall not have any right or power with respect to the employment, control, direction, supervision, suspension or discharge of any person who may engage in such ambulance services imposed by the provisions of this Franchise and Agreement upon PROVIDER in furnishing ambulance service to COUNTY for the benefit of its residents and general population.

4
COMMUNICATIONS

Procedures for communicating the need for ambulance services or special rescue services by PROVIDER shall be established and administered by the Brunswick County Central Communications Center.

5
MUTUAL AID

A. Upon notification by an appropriate requesting agency (i.e., COUNTY or other Brunswick County Rescue Squad), PROVIDER, through its Emergency Medical Services department or Rescue Squad, upon establishment that an emergency does in fact exist and that PROVIDER's aid is needed, the Chief or Director of Operations (hereafter also including any other officer or person delegated that authority by said Chief or Director of Operations) shall have the implicit authority to order such available equipment and personnel as may be required, to respond to assist the requesting agency. Procedures for communicating the need of ambulance service or

special rescue services to PROVIDER shall be established by mutual agreement between the parties hereto and the same shall be properly publicized. After determining that the mutual aid request may be honored without impairing PROVIDER's capacity to provide service within its own jurisdiction, the Chief or his designee may take such steps as he/she deems appropriate to furnish the requested aid. The response of PROVIDER shall remain the sole discretion of the Chief or his designee, and PROVIDER shall not be compelled to dispatch any of its equipment or personnel; however, every effort should be made to furnish requested assistance if such dispatch would not impose a serious impairment to that PROVIDER's service plan.

B. It shall be the responsibility of PROVIDER to assure that all personnel responding to the request for mutual aid are trained, responsible persons. The conduct and actions of said responding personnel shall remain the obligation and responsibility of PROVIDER. In addition, it shall be the responsibility of PROVIDER to assure that each piece of responding equipment is operational and capable of functioning properly for that type of equipment.

C. PROVIDER shall assume all liability and responsibility for the death of or injury to any of its own personnel while responding to the request for mutual aid.

D. PROVIDER shall assume all liability and responsibility for damage to, or caused by, its own equipment while en route to or from a mutual aid request.

E. The agency requesting mutual aid shall have no liability nor responsibility for the personal property of PROVIDER personnel if said property is lost, stolen, damaged or destroyed while those personnel are performing their duties under the mutual aid response terms contained herein.

F. PROVIDER shall assume no liability or responsibility for property damaged or destroyed at the actual scene of any mutual aid response due to the EMS and/or rescue operations, or other operations as may be required or ordered; all such liability and responsibility shall rest solely with the requesting agency and within whose boundaries the incident occurs.

G. PROVIDER shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond to a mutual aid dispatch under the terms of this Franchise and Agreement, and PROVIDER shall also assume all costs involving the use of equipment and tools used specifically in response to the request for mutual assistance, and PROVIDER shall make no charge for such use to the agency requesting the mutual aid assistance. However, any supplies provided by PROVIDER from its own supply shall be paid for by the requesting agency, upon receipt of an itemized statement of costs for such supplies.

H. The Chief Officer of the agency requesting assistance shall in all instances be in command of the emergency as to the aspects of strategy, tactics and overall direction of the operations. All orders or directions regarding the operations and personnel of PROVIDER, shall be relayed to PROVIDER's Chief Officer present at that incident and in command of PROVIDER.

I. When PROVIDER personnel are sent to another district pursuant to this Franchise and Agreement, the jurisdiction, rights, authority, privileges and immunities, including coverage under Workers' Compensation laws and malpractice insurance, which said personnel have

under PROVIDER, shall be extended to the areas outside the normal response territorial limits, when said personnel are acting within the scope of the authority conferred by this Franchise and Agreement.

6
TERM OF AGREEMENT

This Franchise and Agreement shall commence upon execution and shall extend for a term ending on June 30, 2023.

7
COMPENSATION

COUNTY agrees to pay fees as specified in APPENDIX A attached hereto and incorporated herein by reference.

8
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.

9
DEBARMENT

PROVIDER hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Franchise and Agreement by any governmental department or agency. PROVIDER must notify COUNTY within thirty (30) days if debarred by any governmental entity during this Franchise and Agreement.

10
NON-DISRIMINATION 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 Franchise and Agreement may be cancelled, terminated or suspended in whole or in part by COUNTY, and PROVIDER may be declared ineligible for further agreements with COUNTY.

11
COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, PROVIDER understands that it is a requirement of this Franchise and 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.

12
GOVERNING LAW AND VENUE

This Franchise and 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 Franchise and 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.

13
DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Franchise and 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.

14
GOVERNMENTAL IMMUNITY

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

15
SIGNATURES

This Franchise and Agreement and any amendments or modifications thereto, 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 Franchise and 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 § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Franchise and Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, COUNTY has caused this Franchise and Agreement to be executed in its name by its Chairman of the Board of County Commissioners, attested to by the Clerk to the Board and the County Seal affixed hereto, all by authority duly given by the Board of Commissioners of the County of Brunswick, and PROVIDER has caused this Franchise and Agreement to be executed in its name by its proper officers and its Seal to be affixed hereto, all by authority duly given by its Village Council.

COUNTY OF BRUNSWICK

By:_____
Randell Thompson, Chairman
Board of Commissioners

ATTEST:

_____
Clerk to the Board

[SEAL]

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Clerk to the Board of County Commissioners of Brunswick County, and that by authority duly given and to act as Chairman of the Board of Commissioners, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested to by its Clerk herein above named.

WITNESS my hand and official seal, this _____ day of _____, 2022.

_____
Notary Public

My Commission Expires: _____

(SEAL)

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

Aaron C. Smith, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC

IN WITNESS WHEREOF, PROVIDER has caused this Franchise and Agreement to be executed in its name by its Mayor, by authority duly given by the Village Council of the **VILLAGE OF BALD HEAD ISLAND**.

VILLAGE OF BALD HEAD ISLAND

By: _____
Peter Quinn, Mayor

ATTEST:

_____, Clerk

[SEAL]

STATE OF NORTH CAROLINA

COUNTY OF Brunswick

I, a Notary Public of the County and State aforesaid, certify that Darcy Sperry personally came before me this day and acknowledged that he/she is the Clerk to the **Village of Bald Head Island** Village Council, and that by authority duly given and as the act of the municipal body politic, the foregoing instrument was signed in its name by its Mayor, sealed with its municipal seal and attested by its Clerk.

WITNESS my hand and official seal, this 16TH day of September, 2022.

_____
Notary Public

My Commission Expires: Dec. 8, 2026

(SEAL)

MICHELLE KESMODEL
Notary Public, North Carolina
Brunswick County
My Commission Expires
December 08, 2026

APPENDIX A

As full compensation from COUNTY for the services to be rendered by PROVIDER in Brunswick County, COUNTY agrees to pay PROVIDER the following annual amount based on PROVIDER'S performance:

- EMT- Paramedic Squad $298,500.00 ($74,625.00 per quarter)

Quarterly payments will be made upon submission to and Brunswick County's approval of a financial statement on a form to be provided by the Brunswick County Finance Department.

STATE OF NORTH CAROLINA COUNTY OF BRUNSWICK

STANDARD ASSURANCES BY COUNTY ASSISTED RESCUE SQUADS

I. PURPOSE

A. For each fiscal year, any "non-departmental" (non-direct or "outside") agency or organization requesting County assistance funds must submit an original signed copy of this document with their budget package request.

B. These assurances shall act to hold the County of Brunswick harmless from any liability that the agency or organization may incur.

II. ASSURANCES AFFIDAVIT

The authorized official of the agency or organization given below assures the County of Brunswick that:

A. The agency/organization is a legal entity under Federal and State laws and is authorized to provide services being proposed for financial assistance from the County.

B. If the agency/ organization is a designated non-profit corporation (501c3), said agency/ organization must provide documentation of their status as a 501c3 (IRS Determination Letter) on an annual basis.

C. The agency/ organization will comply with all State and Federal tax laws applicable to their agency/ organization. Agency/ organization must provide the most recent IRS Form 990-Return of Organization Exempt from Income Tax.

D. The agency/organization will maintain all required liability insurance. A copy of the liability insurance certificate must accompany the franchise agreement.

E. The agency/organization will maintain all required workman's compensation insurance. A copy of the workman's compensation insurance certificate must accompany the franchise agreement.

F. The agency/ organization will provide evidence by IRS and NC wage report forms of having paid all employees taxes and withholdings. The agency/ organization has the legal authority and institutional, managerial, and financial capacity to insure the proper planning, management and completion of the project(s) proposed for County financial assistance.

G. The agency/organization will establish safeguards to forestall the appearance of or actual conflicts of interest or personal gain.

H. The agency/organization will comply with all Federal and State laws and regulations related to illegal discrimination.

I. The agency/organization will comply with Federal and State laws and regulations related to Workplace Drug Abuse and Treatment, workplace health and safety, workers compensation, and other applicable workplace requirements.

J. The agency/organization will comply with Federal and State laws and regulations related to the Fair Labor Standards Act, Hatch Act, taxes and other personnel requirements.

K. The agency/organization will comply with applicable program/project services standards, contracts and regulations for any program/project services assisted by the County.

L. The agency/organization will comply with Federal and State laws and regulations related

to financial and compliance audits and will submit a copy of each audit report to the County Manager within 60 days after issued.

M. The agency/organization will hold the County of Brunswick harmless from any claim or liability that may arise or result from the operation of any program/project service(s) assisted by the County of Brunswick.

N. The agency/organization will submit promptly to the County Manager any information requested related to any program/project services assisted by the County.

O. The agency/organization will comply with any County ordinance or policy applicable to any program/project service assisted by the County.

P. The agency/organization will comply with the formal and informal bid requirements set forth in the County's Contract and Purchasing Policy when performing construction or repair work, or when purchasing (including lease purchasing) apparatus, supplies, materials or equipment and involving any County funds except that municipal departments shall follow their respective municipal purchasing policy consistent with North Carolina General Statutes, and continue to participate in current County bidding prioritization and award procedures.

Q. All County funding shall be utilized strictly for the operation, maintenance and capital outlay needs of each agency/organization. Any item acquired using County funds by agency/organization shall become property of that agency/organization (and titled to that agency/organization when applicable). In the event an agency/organization decides to dispose of property acquired with any County funds, then other agencies/organizations will be given first opportunity to acquire the surplus property. In any event, proceeds obtained from sale of surplus property acquired with any County funds shall be used only for the same purpose as County funds.

R. Each agencies/organization shall adhere to EMS system guidelines established for the operation of EMS/Rescue programs in Brunswick County.

S. Each agency/ organization shall adhere to the Brunswick County EMS System Continuing Education Program.

T. In addition, the agency/organization agrees to contract for an Independent Financial Audit in accordance with General Accepted Accounting Principles, for fiscal year July 1, 2021 – June 30, 2022, to be completed by October 31, 2022 and submitted to the Brunswick County Finance Department by November 10, 2022. Failure to comply will result in a loss of county funding and the immediate termination of the franchise agreement.

U. Each independent agency/organization shall have one position on its Board of Directors reserved for a Brunswick County Commissioner-appointed liaison. This position may be a non- voting position if the Board of Directors so desires. This does not apply to those agencies/organizations affiliated with a municipality.

V. Prior to receiving county funding during FY2022-2023, each agency/organization shall provide documentation to the Brunswick County Finance Department that shows the department has implemented a system that causes two authorized signatures on checks written against any account in the agency/organization's name.

W. Each agency/organization contracting with Brunswick County to provide services must comply with all applicable Health Insurance Portability and Accountability Act (HIPAA) regulations.

X. If an agency/ organization wishes to bill insurance companies for transport services, the agency/ organization must comply with the billing practices approved by the Brunswick County

Board of Commissioners. The rates for services will be as follows:

- BLS Non-emergency Transport: $334.00
- BLS Emergency Transport: $535.00
- ALS Non-emergency Transport: $401.00
- ALS Emergency Transport $636.00
- ALS II Transport: $920.00
- Specialty Care Transport $1088.00
- Mileage (Per loaded mile) $ 11.33
- Rural Mileage (Per loaded mile) $ N/A

Y. Each agency/ organization will electronically submit call data to both Brunswick County Emergency Services and The North Carolina Office of Emergency Medical Services using an approved electronic patient charting system.

Z. Each agency/ organization will submit a monthly written report to EMS administration summarizing the squad's activity for the previous month. This report will be submitted no later than the 10th day of the month and will utilize a standard format which is attached.

AA. The County shall have the right to inspect, examine, and make copies of such operational records it requests as may assist the County in its evaluation of the effectiveness of the department and the provision of medical services to the County generally. Such operational information may include, but is not limited to, staffing on duty, staffing on scene, response time, rosters of employees and volunteers, and information the County deems necessary.

Certification

The above assurances will be complied with for the financial fiscal year starting on July 1, 2022 and ending June 30, 2023.

Agency/Organization	VILLAGE OF BALD HEAD ISLAND
Box/Street/Route	P.O. BOX 3009
Town/State/Zip	BALD HEAD ISLAND NC 28461
Federal Tax ID Number	56-1479523
By (Signature)	
Typed Name	PETER QUINN
Title	VILLAGE MAYOR
Date Submitted	9/19/22

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # V. - 6.
Emergency Services - Brunswick Search and Rescue Contract

From:
Emergency Services-Lyle Johnston

Issue/Action Requested:
Emergency Services is requesting the approval of the contract with Brunswick Search and Rescue. This contract includes county funding in the amount of $10,000.00 that was approved in the FY22/23 budget.

Background/Purpose of Request:
Emergency services contracts with Brunswick Search and Rescue on annual basis for search and rescue services. This is a request for approval of that contract with a $10,000.00 annual payment.

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

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend approval of the contract with Brunswick Search and Rescue. This contract includes county funding in the amount of $10,000.00 that was approved in the FY22/23 budget.

ATTACHMENTS:

Description

- Brunswick Search and Rescue

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AGREEMENT

THIS AGREEMENT is made and entered into the 1st day of July, 2022, by and between the **COUNTY OF BRUNSWICK**, a North Carolina body politic and corporate of the State of North Carolina, hereinafter called "COUNTY," and **BRUNSWICK SEARCH AND RESCUE**, a North Carolina non-profit corporation, hereinafter called "PROVIDER."

WITNESSETH

THAT WHEREAS, N.C.G.S. 153A authorizes counties to enter into contracts for rescue services; and

WHEREAS, N.C.G.S Chapter 55 authorizes corporations to make contracts and to have and exercise all powers necessary and convenient to effect any or all of the purposes for which the corporation is organized; and

WHEREAS, the parties hereto seek to provide special rescue services;

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, and pursuant to the general power and authority of PROVIDER to furnish rescue services, and the general power and authority of COUNTY to establish rescue services for its inhabitants and general population, the parties hereto mutually contract and agree as follows:

1
GRANT OF AGREEMENT

COUNTY hereby grants to PROVIDER the right and privilege to operate a rescue service within the area, subject to the faithful performance and observance of the conditions and reservations hereinafter set forth, inclusive of all provisions contained within the expected services.

2
TERM OF AGREEMENT

COUNTY grants this Agreement for a term commencing upon the execution of the Agreement and terminating at midnight June 30, 2023. This grant of agreement shall be subject to suspension, revocation, or termination as set forth in this Agreement. Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

3
GENERAL DUTIES

A. PROVIDER agrees to furnish and provide continuing search and rescue service to all areas lying within its designated territorial limits, upon proper notification by any resident, property owner, other person, or agency.

B. PROVIDER in providing said search and rescue services shall use its own means and methods within standards recognized by federal, state, and local authorities and agencies, which means and methods shall not be subject except as herein below set forth, to further control direction or supervision by COUNTY. PROVIDER hereby further agrees that medical control of any medical services shall be subject to the protocols and policies established by the Brunswick County Medical Director and the Brunswick County Emergency Medical Services System Plan.

C. All special rescue equipment, and personnel necessary and proper for the performance of the Agreement shall be provided by PROVIDER at its sole cost and expense, and all persons engaged by PROVIDER in rescue services pursuant to the provisions of this Agreement shall be subject to the exclusive control, direction, and supervision of PROVIDER. Except as noted herein below, COUNTY shall not have any right or power with respect to the employment, control, direction, supervision, suspension or discharge of any person who may engage in such rescue services imposed by the provisions of this Agreement upon PROVIDER in furnishing search and rescue services to COUNTY for the benefit of its residents and general population.

4
COMMUNICATIONS

Procedures for communicating the need for search and rescue services by PROVIDER shall be established and administered by the Brunswick County Central Communications Center.

5
MUTUAL AID

A. Upon notification from an appropriate requesting agency (ie., COUNTY or other Brunswick County law enforcement, fire, or rescue provider), PROVIDER upon establishment that an emergency does in fact exist and that PROVIDER's aid is needed, the Chief or Director of Operations (hereinafter also including any other officer or person delegated that authority by said Chief or Director of Operations) shall have the implicit authority to order such available equipment and personnel as may be required, to respond to assist the requesting agency. Procedures for communicating the need of special search and rescue services to PROVIDER shall be established by mutual agreement between the parties hereto and the same shall be properly publicized. After determining that the mutual aid request may be honored without impairing PROVIDER's capacity to provide service within its own jurisdiction, the Chief or his designee may take such steps as he/ she deems appropriate to furnish the requested aid. The response of PROVIDER shall remain the sole discretion of the Chief or his designee, and PROVIDER shall not be compelled to dispatch any of its equipment or personnel; however

every effort should be made to furnish requested assistance if such dispatch would not impose a serious impairment to that PROVIDER's service plan.

B. It shall be the responsibility of PROVIDER to assure that all personnel responding to the request for mutual aid are trained, responsible persons. The conduct and actions of said responding personnel shall remain the obligation and responsibility of PROVIDER. In addition it shall be the responsibility of PROVIDER to assure that each piece of responding equipment is operational and capable of functioning properly for that type of equipment.

C. PROVIDER shall assume all liability and responsibility for the death or injury to any of its own personnel while responding to the request for mutual aid.

D. PROVIDER shall assume all liability and responsibility for damages to, or caused by, its own equipment while en route to or from a mutual aid request.

E. The agency requesting mutual aid shall have no liability nor responsibility for the personal property of PROVIDER personnel if said property is lost, stolen, damaged or destroyed while those personnel are performing their duties under the mutual aid response terms contained herein.

F. PROVIDER shall assume no liability or responsibility for property damaged or destroyed at the actual scene of any mutual aid response due to search and rescue operations or other operations as may be required or ordered; all such liability and responsibility shall rest solely with the requesting agency and within whose boundaries the incident occurs.

G. PROVIDER shall assume all cost of salaries, wages, bonuses or other compensation for its own personnel that respond to a mutual aid dispatch under the terms of this Agreement, and PROVIDER shall also assume all cost involving the use of equipment and tools used specifically in response to the request for mutual assistance, and PROVIDER shall make no charge for such use to the agency requesting the mutual aid assistance. However, any supplies provided by PROVIDER from its own supply shall be paid for by the requesting agency, upon receipt of an itemized statement of cost for such supplies.

H. The Chief Officer of the agency requesting assistance shall in all instances be in command of the emergency as to the aspects of strategy, tactics, and overall direction of the operations. All orders or directions regarding the operations and personnel of PROVIDER shall be relayed to PROVIDER's Chief Officer present at that incident and in command of PROVIDER.

I. When PROVIDER personnel are sent to another district pursuant to this Agreement, the jurisdiction, rights, authority, privileges and immunities, including coverage under Workers' Compensation laws and malpractice insurance, which said personnel have under PROVIDER shall be extended to the areas outside the normal response territorial limits, when said personnel are acting within the scope of the authority conferred by this Agreement.

6
COMPENSATION

COUNTY agrees to pay fees as specified in APPENDIX A attached hereto and incorporated herein by reference.

7
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.

8
DEBARMENT

PROVIDER hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. PROVIDER must notify COUNTY within thirty (30) days if debarred by any governmental entity during this Agreement.

9
NON-DISRIMINATION 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 agreements with COUNTY.

10
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.

11
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.

12
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.

13
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.

14
SIGNATURES

This Agreement and any amendments or modifications thereto, 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 § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, THE COUNTY OF BRUNSWICK has caused this Agreement to be executed in its name by its Chairman of the Board of County Commissioners, attested to by the Clerk to the Board and the County Seal affixed hereto, all by authority duly given by the Board of Commissioners of the County of Brunswick, and PROVIDER has caused this Agreement to be executed in its name by its proper officers and its Corporate Seal to be affixed hereto all be authority duly given by its Board of Directors.

COUNTY OF BRUNSWICK

By:_____
Randell Thompson, Chairman
Board of Commissioners

ATTEST:

_____
Clerk to the Board

[SEAL]

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Clerk to the Board of County Commissioners of Brunswick County, and that by authority duly given and to act as Chairman of the Board of Commissioners, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested to by its Clerk herein above named.

WITNESS my hand and official seal, this ____ day of _____2022.

_____
Notary Public

My Commission Expires:_____

(SEAL)

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

Aaron C. Smith, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC

IN WITNESS WHEREOF, PROVIDER has caused this Agreement to be executed in its name by a duly authorized officer and by authority duly given by the Board of Directors of **BRUNSWICK SEARCH AND RESCUE.**

By: _____

Printed Name: Douglas J Dawson

[SEAL]

STATE OF NORTH CAROLINA

COUNTY OF Brunswick

I, a Notary Public of the County and State aforesaid, certify that Douglas Dawson personally came before me this day and acknowledged that he/she is the Duly Authorized officer of BRUNSWICK SEARCH AND RESCUE, and that by authority duly given, the foregoing instrument was signed in its name by its Board of Directors.

WITNESS my hand and official seal, this 6 day of Sept 2022.

_____
Notary Public

My Commission Expires: 10-25-2026

(SEAL)

VINCENT HEINBERGER NOTARY PUBLIC NEW HANOVER COUNTY, NC

APPENDIX A

As full compensation from COUNTY for services rendered by PROVIDER, as herein provided, COUNTY agrees to pay PROVIDER the sum of Ten Thousand and No/100 Dollars ($10,000.00) annually, to be paid in equal quarterly installments in the amount of Two Thousand Five Hundred and No/100 Dollars ($2,500.00) beginning with the first quarter after the beginning of COUNTY'S fiscal year.

Quarterly payments will be made upon PROVIDER'S submission to and COUNTY'S approval of a financial statement on a form to be provided by the Brunswick County Finance Department.

STATE OF NORTH CAROLINA COUNTY OF BRUNSWICK

STANDARD ASSURANCES BY COUNTY ASSISTED RESCUE SQUADS

I. PURPOSE

A. For each fiscal year, any "non-departmental" (non-direct or "outside") agency or organization requesting County assistance funds must submit an original signed copy of this document with their budget package request.

B. These assurances shall act to hold the County of Brunswick harmless from any liability that the agency or organization may incur.

II. ASSURANCES AFFIDAVIT

The authorized official of the agency or organization given below assures the County of Brunswick that:

A. The agency/organization is a legal entity under Federal and State laws and is authorized to provide services being proposed for financial assistance from the County.

B. If the agency/ organization is a designated non-profit corporation (501c3), said agency/ organization must provide documentation of their status as a 501c3 (IRS Determination Letter) on an annual basis.

C. The agency/ organization will comply with all State and Federal tax laws applicable to their agency/ organization. Agency/ organization must provide the most recent IRS Form 990-Return of Organization Exempt from Income Tax.

D. The agency/organization will maintain all required liability insurance. A copy of the liability insurance certificate must accompany the franchise agreement.

E. The agency/organization will maintain all required workman's compensation insurance. A copy of the workman's compensation insurance certificate must accompany the franchise agreement.

F. The agency/ organization will provide evidence by IRS and NC wage report forms of having paid all employees taxes and withholdings. The agency/ organization has the legal authority and institutional, managerial, and financial capacity to insure the proper planning, management and completion of the project(s) proposed for County financial assistance.

G. The agency/organization will establish safeguards to forestall the appearance of or actual conflicts of interest or personal gain.

H. The agency/organization will comply with all Federal and State laws and regulations related to illegal discrimination.

I. The agency/organization will comply with Federal and State laws and regulations related to Workplace Drug Abuse and Treatment, workplace health and safety, workers compensation, and other applicable workplace requirements.

J. The agency/organization will comply with Federal and State laws and regulations related to the Fair Labor Standards Act, Hatch Act, taxes and other personnel requirements.

K. The agency/organization will comply with applicable program/project services standards, contracts and regulations for any program/project services assisted by the County.

L. The agency/organization will comply with Federal and State laws and regulations related

to financial and compliance audits and will submit a copy of each audit report to the County Manager within 60 days after issued.

M. The agency/organization will hold the County of Brunswick harmless from any claim or liability that may arise or result from the operation of any program/project service(s) assisted by the County of Brunswick.

N. The agency/organization will submit promptly to the County Manager any information requested related to any program/project services assisted by the County.

O. The agency/organization will comply with any County ordinance or policy applicable to any program/project service assisted by the County.

P. The agency/organization will comply with the formal and informal bid requirements set forth in the County's Contract and Purchasing Policy when performing construction or repair work, or when purchasing (including lease purchasing) apparatus, supplies, materials or equipment and involving any County funds except that municipal departments shall follow their respective municipal purchasing policy consistent with North Carolina General Statutes, and continue to participate in current County bidding prioritization and award procedures.

Q. All County funding shall be utilized strictly for the operation, maintenance and capital outlay needs of each agency/organization. Any item acquired using County funds by agency/organization shall become property of that agency/organization (and titled to that agency/organization when applicable). In the event an agency/organization decides to dispose of property acquired with any County funds, then other agencies/organizations will be given first opportunity to acquire the surplus property. In any event, proceeds obtained from sale of surplus property acquired with any County funds shall be used only for the same purpose as County funds.

R. Each agencies/organization shall adhere to EMS system guidelines established for the operation of EMS/Rescue programs in Brunswick County.

S. Each agency/ organization shall adhere to the Brunswick County EMS System Continuing Education Program.

T. In addition, the agency/organization agrees to contract for an Independent Financial Audit in accordance with General Accepted Accounting Principles, for fiscal year July 1, 2021 – June 30, 2022, to be completed by October 31, 2022 and submitted to the Brunswick County Finance Department by November 10, 2022. Failure to comply will result in a loss of county funding and the immediate termination of the franchise agreement.

U. Each independent agency/organization shall have one position on its Board of Directors reserved for a Brunswick County Commissioner-appointed liaison. This position may be a non- voting position if the Board of Directors so desires. This does not apply to those agencies/organizations affiliated with a municipality.

V. Prior to receiving county funding during FY2022-2023, each agency/organization shall provide documentation to the Brunswick County Finance Department that shows the department has implemented a system that causes two authorized signatures on checks written against any account in the agency/organization's name.

W. Each agency/organization contracting with Brunswick County to provide services must comply with all applicable Health Insurance Portability and Accountability Act (HIPAA) regulations.

X. If an agency/ organization wishes to bill insurance companies for transport services, the agency/ organization must comply with the billing practices approved by the Brunswick County

Board of Commissioners. The rates for services will be as follows:

- BLS Non-emergency Transport: $334.00
- BLS Emergency Transport: $535.00
- ALS Non-emergency Transport: $401.00
- ALS Emergency Transport $636.00
- ALS II Transport: $920.00
- Specialty Care Transport $1088.00
- Mileage (Per loaded mile) $ 11.33
- Rural Mileage (Per loaded mile) $ N/A

Y. Each agency/ organization will electronically submit call data to both Brunswick County Emergency Services and The North Carolina Office of Emergency Medical Services using an approved electronic patient charting system.

Z. Each agency/ organization will submit a monthly written report to EMS administration summarizing the squad's activity for the previous month. This report will be submitted no later than the 10th day of the month and will utilize a standard format which is attached.

AA. The County shall have the right to inspect, examine, and make copies of such operational records it requests as may assist the County in its evaluation of the effectiveness of the department and the provision of medical services to the County generally. Such operational information may include, but is not limited to, staffing on duty, staffing on scene, response time, rosters of employees and volunteers, and information the County deems necessary.

Certification

The above assurances will be complied with for the financial fiscal year starting on July 1, 2022 and ending June 30, 2023.

Agency/Organization	BRUNSWICK SEARCH AND RESCUE
Box/Street/Route	1 CUMBERLAND ST
Town/State/Zip	OCEAN ISLE BEACH NC 28469
Federal Tax ID Number	56-2176975
By (Signature)	
Typed Name	DOUG DAWSON
Title	CHIEF
Date Submitted	6 Sep 22

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

From:
Emergency Services-Lyle Johnston

Action Item # V. - 7.
Emergency Services - Columbus County EMS Ambulance Franchise

Issue/Action Requested:
Request approval of the ambulance franchise agreement for Columbus County Emergency Medical Services, Inc. for providing non-emergency ambulance services within Brunswick County.

Background/Purpose of Request:
This request is for the annual approval for their ambulance franchise.

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

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend approval of the ambulance franchise agreement for Columbus County Emergency Medical Services, Inc. for providing non-emergency ambulance services within Brunswick County.

ATTACHMENTS:

Description

- Columbus County Emergency Medical Services, Inc.

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

FRANCHISE AND AGREEMENT

THIS FRANCHISE AND AGREEMENT is made and entered into this 1st day of July, 2022, by and between the **COUNTY OF BRUNSWICK**, a North Carolina body politic and corporate of the State of North Carolina, hereinafter called "COUNTY," and **COLUMBUS COUNTY EMERGENCY MEDICAL SERVICES, INC.**, a North Carolina for profit corporation, hereinafter called "PROVIDER."

WITNESSETH

THAT WHEREAS, N.C.G.S. 153A authorizes counties to enter into contracts and to franchise ambulance services; and

WHEREAS, Brunswick County Code of Ordinances, Chapter 1-9, Public Health and Safety, Article II, Ambulances, hereinafter called the "Franchise Ordinance," regulates the operation and franchising of ambulance services within Brunswick County; and

WHEREAS, N.C.G.S. Chapter 55 authorizes corporations to make contracts and to have and exercise all powers necessary and convenient to effect any or all of the purposes for which the corporation is organized; and

WHEREAS, the parties hereto seek to provide ambulance services and/or special rescue services;

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, and pursuant to the general power and authority of PROVIDER to furnish ambulance service, and the general power and authority of COUNTY to provide paramedic ambulance service for its inhabitants and general population, the parties hereto mutually contract and agree as follows:

1
GRANT OF FRANCHISE

COUNTY hereby grants to PROVIDER, the right, privilege and franchise to operate a non-emergency ambulance service within the franchise area, subject to the faithful performance and observance of the conditions and reservations hereinafter set forth, inclusive of all provisions contained within the Franchise Ordinance.

2
TERM OF FRANCHISE; TERMINATION

COUNTY grants this franchise for a term commencing upon execution of this Franchise and Agreement and terminating at midnight on June 30, 2023. This grant of franchise shall be subject

to suspension, revocation, or termination as set forth in the Franchise Ordinance. Either party may terminate the franchise upon sixty (60) days' prior written notice to the other party.

3
GENERAL DUTIES

A. PROVIDER agrees to maintain State of North Carolina Ambulance Provider License.

B. PROVIDER agrees to furnish and provide continuing ambulance service to all areas lying within its designated response territorial limits, upon proper notification by any resident, property owner, other person, or agency.

C. PROVIDER, in providing said ambulance or rescue services, shall use its own means and methods, within standards recognized by federal, state and local authorities and agencies, which means and methods shall not be subject, except as herein below set forth, to further control, direction or supervision by COUNTY. PROVIDER hereby further agrees that medical control of its ambulance service shall be subject to the protocols and policies as established by the Brunswick County Medical Director and the Brunswick County EMS System Plan.

D. All ambulance service equipment, special rescue equipment, and personnel necessary and proper for the performance of this Franchise and Agreement shall be provided by PROVIDER at its sole cost and expense, and all persons engaged by PROVIDER in ambulance transport services pursuant to the provisions of this Franchise and Agreement shall be subject to the exclusive control, direction and supervision, of PROVIDER. Except as noted herein below, COUNTY shall not have any right or power with respect to the employment, control, direction, supervision, suspension or discharge of any person who may engage in such ambulance services imposed by the provisions of this Franchise and Agreement upon PROVIDER in furnishing ambulance service to COUNTY for the benefit of its residents and general population.

4
COMMUNICATIONS

Procedures for communicating the need for ambulance services or special rescue services by PROVIDER shall be established and administered by the Brunswick County Central Communications Center.

5
MUTUAL AID

A. Upon notification by an appropriate requesting agency (i.e., COUNTY or other Brunswick County Rescue Squad), PROVIDER, through its Emergency Medical Services department or Rescue Squad, upon establishment that an emergency does in fact exist and that PROVIDER's aid is needed, the Chief or Director of Operations (hereafter also including any other officer or person delegated that authority by said Chief or Director of Operations) shall have the implicit authority to order such available equipment and personnel as may be required, to respond to

assist the requesting agency. Procedures for communicating the need of ambulance service or special rescue services to PROVIDER shall be established by mutual agreement between the parties hereto and the same shall be properly publicized. After determining that the mutual aid request may be honored without impairing PROVIDER's capacity to provide service within its own jurisdiction, the Chief or his designee may take such steps as he/she deems appropriate to furnish the requested aid. The response of PROVIDER shall remain the sole discretion of the Chief or his designee, and PROVIDER shall not be compelled to dispatch any of its equipment or personnel; however, every effort should be made to furnish requested assistance if such dispatch would not impose a serious impairment to that PROVIDER's service plan.

B. It shall be the responsibility of PROVIDER to assure that all personnel responding to the request for mutual aid are trained, responsible persons. The conduct and actions of said responding personnel shall remain the obligation and responsibility of PROVIDER. In addition, it shall be the responsibility of PROVIDER to assure that each piece of responding equipment is operational and capable of functioning properly for that type of equipment.

C. PROVIDER shall assume all liability and responsibility for the death of or injury to any of its own personnel while responding to the request for mutual aid.

D. PROVIDER shall assume all liability and responsibility for damage to, or caused by, its own equipment while en route to or from a mutual aid request.

E. The agency requesting mutual aid shall have no liability nor responsibility for the personal property of PROVIDER personnel if said property is lost, stolen, damaged or destroyed while those personnel are performing their duties under the mutual aid response terms contained herein.

F. PROVIDER shall assume no liability or responsibility for property damaged or destroyed at the actual scene of any mutual aid response due to the EMS and/or rescue operations, or other operations as may be required or ordered; all such liability and responsibility shall rest solely with the requesting agency and within whose boundaries the incident occurs.

G. PROVIDER shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond to a mutual aid dispatch under the terms of this Franchise and Agreement, and PROVIDER shall also assume all costs involving the use of equipment and tools used specifically in response to the request for mutual assistance, and PROVIDER shall make no charge for such use to the agency requesting the mutual aid assistance. However, any supplies provided by PROVIDER from its own supply shall be paid for by the requesting agency, upon receipt of an itemized statement of costs for such supplies.

H. The Chief Officer of the agency requesting assistance shall in all instances be in command of the emergency as to the aspects of strategy, tactics and overall direction of the operations. All orders or directions regarding the operations and personnel of PROVIDER, shall be relayed to PROVIDER's Chief Officer present at that incident and in command of PROVIDER.

I. When PROVIDER personnel are sent to another district pursuant to this Franchise and Agreement, the jurisdiction, rights, authority, privileges and immunities, including coverage under Workers' Compensation laws and malpractice insurance, which said personnel have under PROVIDER, shall be extended to the areas outside the normal response territorial limits, when said personnel are acting within the scope of the authority conferred by this Franchise and Agreement.

6

TERM OF AGREEMENT

This Franchise and Agreement shall commence upon execution and shall extend for a term ending on June 30, 2022.

7

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.

8

DEBARMENT

PROVIDER hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Franchise and Agreement by any governmental department or agency. PROVIDER must notify COUNTY within thirty (30) days if debarred by any governmental entity during this Franchise and Agreement.

9

NON-DISRIMINATION 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 Franchise and Agreement may be cancelled, terminated or suspended in whole or in part by COUNTY, and PROVIDER may be declared ineligible for further agreements with COUNTY.

10
COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, PROVIDER understands that it is a requirement of this Franchise and 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.

11
GOVERNING LAW AND VENUE

This Franchise and 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 Franchise and 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.

12
DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Franchise and 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.

13
GOVERNMENTAL IMMUNITY

COUNTY, to the extent applicable, does not waive its governmental immunity by entering into this Franchise and Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Franchise and Agreement.

14
SIGNATURES

This Franchise and Agreement and any amendments or modifications thereto, 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 Franchise and 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 § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Franchise and Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, COUNTY has caused this Franchise and Agreement to be executed in its name by its Chairman of the Board of County Commissioners, attested to by the Clerk to the Board and the County Seal affixed hereto, all by authority duly given by the Board of Commissioners of the County of Brunswick, and PROVIDER has caused this Franchise and Agreement to be executed in its name by its proper officers and its Corporate Seal to be affixed hereto, all by authority duly given by its Board of Directors.

COUNTY OF BRUNSWICK

By:_____
Randell Thompson, Chairman
Board of Commissioners

ATTEST:

_____
Clerk to the Board

[SEAL]

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Clerk to the Board of County Commissioners of Brunswick County, and that by authority duly given and to act as Chairman of the Board of Commissioners, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested to by its Clerk herein above named.

WITNESS my hand and official seal, this _____ day of _____, 2022.

_____
Notary Public

My Commission Expires: _____

(SEAL)

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

Aaron C. Smith, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC

IN WITNESS WHEREOF, PROVIDER has caused this Franchise and Agreement to be executed in its name by authority duly given by the Board of Directors of **COLUMBUS COUNTY EMERGENCY MEDICAL SERVICES, INC.**

COLUMBUS COUNTY EMERGENCY MEDICAL SERVICES, INC:

By: Raven S. Williamson

ATTEST:

Raven S. Williamson
Secretary/Asst. Secretary

[SEAL]

STATE OF NORTH CAROLINA

COUNTY OF Columbus

I, a Notary Public of the County and State aforesaid, certify that Raven S. Williamson personally came before me this day and acknowledged that he/she is the Secretary/Assistant Secretary **COLUMBUS COUNTY EMERGENCY MEDICAL SERVICES, INC,** and that by authority duly given and to act, the foregoing instrument was signed in its name by its Secretary and attested by its Secretary/Assistant Secretary.

WITNESS my hand and official seal, this 26th day of August, 2022.

Marilyn W. Dyson
Notary Public

My Commission Expires: 2-21-2025

(SEAL)

MARILYN W. DYSON NOTARY PUBLIC COLUMBUS COUNTY, NC

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # V. - 8.
Emergency Services - Med1 NC Services LLC

From:
Emergency Services-Lyle Johnston

Issue/Action Requested:
Emergency Services is requesting approval of the annual ambulance franchise agreement with Med1 NC Services, LLC. This agreement is an annual agreement between Brunswick County and Med 1 NC Services, LLC; for them to provide non-emergency ambulance transport services within the County

Background/Purpose of Request:
This request is for the approval of the annual ambulance franchise agreement that is required between Brunswick County and Med 1 NC Services, LLC; for them to provide non-emergency ambulance services within the County.

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

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend approval of the annual ambulance franchise agreement with Med1 NC Services, LLC. This agreement is an annual agreement between Brunswick County and Med 1 NC Services, LLC; for them to provide non-emergency ambulance transport services within the County

ATTACHMENTS:

Description

- Med1 NC Services LLC

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

FRANCHISE AND AGREEMENT

THIS FRANCHISE AND AGREEMENT is made and entered into this 1st day of July, 2022, by and between the **COUNTY OF BRUNSWICK**, a North Carolina body politic and corporate of the State of North Carolina, hereinafter called "COUNTY," and **MED1 NC SERVICES LLC**, a Georgia limited liability company, hereinafter called "PROVIDER.:

WITNESSETH

THAT WHEREAS, N.C.G.S. 153A authorizes counties to enter into contracts and to franchise ambulance services; and

WHEREAS, Brunswick County Code of Ordinances, Chapter 1-9, Public Health and Safety, Article II, Ambulances, hereinafter called the "Franchise Ordinance," regulates the operation and franchising of ambulance services within Brunswick County; and

WHEREAS, MED1 NC Services LLC is a limited liability company organized and existing under the laws of the state of Georgia; and

WHEREAS, the parties hereto seek to provide ambulance services and/or special rescue services;

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, and pursuant to the general power and authority of PROVIDER to furnish ambulance services, and the general power and authority of COUNTY to provide paramedic ambulance services for its inhabitants and general population, the parties hereto mutually contract and agree as follows:

1
GRANT OF FRANCHISE

COUNTY hereby grants to PROVIDER, the right, privilege and franchise to operate a non-emergency ambulance service within the franchise area, subject to the faithful performance and observance of the conditions and reservations hereinafter set forth, inclusive of all provisions contained within the Franchise Ordinance.

2
TERM OF FRANCHISE; TERMINATION

COUNTY grants this franchise for a term commencing upon execution of this Franchise and Agreement and terminating at midnight on June 30, 2023. This grant of franchise shall be subject

to suspension, revocation, or termination as set forth in the Franchise Ordinance. Either party may terminate the franchise upon sixty (60) days' prior written notice to the other party.

3
GENERAL DUTIES

A. PROVIDER agrees to maintain State of North Carolina Ambulance Provider License.

B. PROVIDER agrees to furnish and provide continuing ambulance service to all areas lying within its designated response territorial limits, upon proper notification by any resident, property owner, other person, or agency.

C. PROVIDER, in providing said ambulance or rescue services, shall use its own means and methods, within standards recognized by federal, state and local authorities and agencies, which means and methods shall not be subject, except as herein below set forth, to further control, direction or supervision by COUNTY. PROVIDER hereby further agrees that medical control of its ambulance service shall be subject to the protocols and policies as established by the Brunswick County Medical Director and the Brunswick County EMS System Plan.

D. All ambulance service equipment, special rescue equipment, and personnel necessary and proper for the performance of this Franchise and Agreement shall be provided by PROVIDER at its sole cost and expense, and all persons engaged by PROVIDER in ambulance transport services pursuant to the provisions of this Franchise and Agreement shall be subject to the exclusive control, direction and supervision, of PROVIDER. Except as noted herein below, COUNTY shall not have any right or power with respect to the employment, control, direction, supervision, suspension or discharge of any person who may engage in such ambulance services imposed by the provisions of this Franchise and Agreement upon PROVIDER in furnishing ambulance service to COUNTY for the benefit of its residents and general population.

4
COMMUNICATIONS

Procedures for communicating the need for ambulance services or special rescue services by PROVIDER shall be established and administered by the Brunswick County Central Communications Center.

5
MUTUAL AID

A. Upon notification by an appropriate requesting agency (i.e., COUNTY or other Brunswick County Rescue Squad), PROVIDER, through its Emergency Medical Services department or Rescue Squad, upon establishment that an emergency does in fact exist and that PROVIDER's aid is needed, the Chief or Director of Operations (hereafter also including any other officer or person delegated that authority by said Chief or Director of Operations) shall have the implicit authority to order such available equipment and personnel as may be required, to respond to

assist the requesting agency. Procedures for communicating the need of ambulance service or special rescue services to PROVIDER shall be established by mutual agreement between the parties hereto and the same shall be properly publicized. After determining that the mutual aid request may be honored without impairing PROVIDER's capacity to provide service within its own jurisdiction, the Chief or his designee may take such steps as he/she deems appropriate to furnish the requested aid. The response of PROVIDER shall remain the sole discretion of the Chief or his designee, and PROVIDER shall not be compelled to dispatch any of its equipment or personnel; however, every effort should be made to furnish requested assistance if such dispatch would not impose a serious impairment to that PROVIDER's service plan.

B. It shall be the responsibility of PROVIDER to assure that all personnel responding to the request for mutual aid are trained, responsible persons. The conduct and actions of said responding personnel shall remain the obligation and responsibility of PROVIDER. In addition, it shall be the responsibility of PROVIDER to assure that each piece of responding equipment is operational and capable of functioning properly for that type of equipment.

C. PROVIDER shall assume all liability and responsibility for the death of or injury to any of its own personnel while responding to the request for mutual aid.

D. PROVIDER shall assume all liability and responsibility for damage to, or caused by, its own equipment while en route to or from a mutual aid request.

E. The agency requesting mutual aid shall have no liability nor responsibility for the personal property of PROVIDER personnel if said property is lost, stolen, damaged or destroyed while those personnel are performing their duties under the mutual aid response terms contained herein.

F. PROVIDER shall assume no liability or responsibility for property damaged or destroyed at the actual scene of any mutual aid response due to the EMS and/or rescue operations, or other operations as may be required or ordered; all such liability and responsibility shall rest solely with the requesting agency and within whose boundaries the incident occurs.

G. PROVIDER shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond to a mutual aid dispatch under the terms of this Franchise and Agreement, and PROVIDER shall also assume all costs involving the use of equipment and tools used specifically in response to the request for mutual assistance, and PROVIDER shall make no charge for such use to the agency requesting the mutual aid assistance. However, any supplies provided by PROVIDER from its own supply shall be paid for by the requesting agency, upon receipt of an itemized statement of costs for such supplies.

H. The Chief Officer of the agency requesting assistance shall in all instances be in command of the emergency as to the aspects of strategy, tactics and overall direction of the operations. All orders or directions regarding the operations and personnel of PROVIDER, shall be relayed to PROVIDER's Chief Officer present at that incident and in command of PROVIDER.

I. When PROVIDER personnel are sent to another district pursuant to this Franchise and Agreement, the jurisdiction, rights, authority, privileges and immunities, including coverage under Workers' Compensation laws and malpractice insurance, which said personnel have under PROVIDER, shall be extended to the areas outside the normal response territorial limits, when said personnel are acting within the scope of the authority conferred by this Franchise and Agreement.

6
TERM OF AGREEMENT

This Franchise and Agreement shall commence upon execution and shall extend for a term ending on June 30, 2023.

7
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.

8
DEBARMENT

PROVIDER hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Franchise and Agreement by any governmental department or agency. PROVIDER must notify COUNTY within thirty (30) days if debarred by any governmental entity during this Franchise and Agreement.

9
NON-DISRIMINATION 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 Franchise and Agreement may be cancelled, terminated or suspended in whole or in part by COUNTY, and PROVIDER may be declared ineligible for further agreements with COUNTY.

10
COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, PROVIDER understands that it is a requirement of this Franchise and 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.

11
GOVERNING LAW AND VENUE

This Franchise and 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 Franchise and 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.

12
DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Franchise and 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.

13
GOVERNMENTAL IMMUNITY

COUNTY, to the extent applicable, does not waive its governmental immunity by entering into this Franchise and Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Franchise and Agreement.

14
SIGNATURES

This Franchise and Agreement and any amendments or modifications thereto, 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 Franchise and 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 § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Franchise and Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, COUNTY has caused this Franchise and Agreement to be executed in its name by its Chairman of the Board of County Commissioners, attested to by the Clerk to the Board and the County Seal affixed hereto, all by authority duly given by the Board of Commissioners of the County of Brunswick, and PROVIDER has caused this Franchise and Agreement to be executed in its name by its proper officers and its Seal to be affixed hereto, all by authority duly given by its governing body.

COUNTY OF BRUNSWICK

By:_____
Randell Thompson, Chairman
Board of Commissioners

ATTEST:

_____
Clerk to the Board

[SEAL]

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Clerk to the Board of County Commissioners of Brunswick County, and that by authority duly given and to act as Chairman of the Board of Commissioners, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested to by its Clerk herein above named.

WITNESS my hand and official seal, this _____ day of _____, 2022.

_____
Notary Public

My Commission Expires: _____

(SEAL)

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

Aaron C. Smith, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC

IN WITNESS WHEREOF, PROVIDER has caused this Franchise and Agreement to be executed in its name by authority duly given by the governing body of **MED1 NC SERVICES LLC.**

MED1 NC SERVICES LLC

By: Tiffany Skimmiehorn

Tiffany Skimmiehorn

STATE OF NORTH CAROLINA

COUNTY OF Cumberland

I, a Notary Public of the County and State aforesaid, certify that Tiffany Skimmiehorn personally came before me this day and acknowledged that he/she is the Director of **MED1 NC Services LLC,** and that by authority duly given, the foregoing instrument was signed in its name by its Director.

WITNESS my hand and official seal, this 1st day of September, 2022.

Betty Coleman
Notary Public

My Commission Expires: 4.5.26

(SEAL)

BETTY COLEMAN
NOTARY PUBLIC
CUMBERLAND COUNTY, NC

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # V. - 9.
Emergency Services - North Carolina Emergency Management Exercise Competitive Grant

From:
Edward Conrow

Issue/Action Requested:
Request the Board of Commissioner's approve a grant application for the North Carolina Emergency Management Exercise Grant program for a Cyber Exercise.

Background/Purpose of Request:
Brunswick County Emergency Services along with local and state partners intend to conduct a cyber security exercise. The exercise would evaluate the capabilities in response and recovery from a cyber attack on governmental and private partners. The grant would initially provide $15,000 to support the exercise design, facilitating the exercise and after action reporting.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioner's approve a grant application for the North Carolina Emergency Management Exercise Grant program for a Cyber Exercise.

ATTACHMENTS:

Description

- NCEM Exercise Request Application
- Grant Application Evaluation Form

Home

Exercise Request

*Submitted By	Brunswick County		
*Exercise Name	Brunswick County Cyber Exercise		
Location	Brunswick County EOC		
Sponsoring Agency	Brunswick County Emergency Services		
Military Installation			
For Official Use Only			
MOA #			
Status	Submitted	Status Date	09/27/2022

***Scenario (check all that apply)**	
☐ Chemical Release or Threat	☐ Search and Rescue
☐ Nuclear Release or Threat	☑ Cyber
☐ Natural Disaster	☐ Radiological Release or Threat
☐ Explosive Detonation or Threat	☐ Agriculture
☐ Active Shooter	
Other Scenario	

***Type (check all that apply)**			
☐ Drill	☐ Full-Scale Exercise (FSE)	☐ Functional Exercise (FE)	☐ Game
☐ Planning Conference	☐ Seminar	☑ Tabletop Exercise (TTX)	☐ Workshop

***Focus (check all that apply)**			
☐ Prevention	☐ Protection	☐ Mitigation	☐ Response
☑ Recovery			
Other Focus			

***Scope (check all that apply)**			
☐ Local Only	☑ Regional (within State)	☐ Private/Corporation	☐ Multi-State
☐ VOAD (Red Cross, etc.)	☐ Local/State	☐ National Level Exercise	☐ Multi-Local
☐ Federal/State/Local			
Other Scope			

Exercise Sponsor Point of Contact Information

Organization	Brunswick County Emergency Services
County	

Manager	Steve Stone		
County Tax ID	56-60000278		
Contact Name	Edward Conrow		
Address	3325 Old Ocean Highway		
City/State/Zip	Bolivia, NC 28477	Phone	19102532569
Email	edward.conrow@brunswickcountync.gov		

***Major Participating Agencies/Organizations**

☑ County EM	☐ County Fire	☑ County Health	☐ County Rescue Squad	☐ County SAR
☑ Local Law Enforcement	☑ State Agencies			

Other:

NCEM, NCNG, NCSBI, County IT, Municipal partners.

Schedule

Provide Final Proposal to NCEM	11/30/2022
Prepare Exercise Plan	01/25/2023
Mail Notice of Exercise	02/15/2023
Conduct Exercise between	03/15/2023
and	05/15/2023
Complete Action Report	07/14/2023

Brief Exercise Overview:

County and Regional cyber security exercise the evaluate the response and recovery to a significant cyber incident impacting government operations.

***Estimated Budget**

	Description	Cost
1	Exercise Contractor to design and facilitate	13000.00
2	Support and misc. items	500.00
3	Document reproduction	500.00
4	Equipment	1000.00
5		
	TOTAL	$15,000.00

Add Row

Attached Documents

Document	Choose File No file chosen	
Description		Attach
Select	**Description**	**Document**
☐	DM59 Terms additional sheet	TERMS Additional Inforation worksheet BC Cyber Exercise.pdf
Delete Selected Items		

Addtional Notes

Final budget will be determined based off of quotes provided from qualified vendors to support exercise design and ability to facilitate.

Exercise Grant Core Capabilities / Gap identification / MOA Signatory

County: **Brunswick**	MOA #:
Exercise Name: **Brunswick County Cyber Incident**	

Note: Select All that Apply

Prevention	Response
☐ Planning	☐ Planning
☐ Public Information and Warning	☐ Public Information and Warning
☐ Operational Coordination	☑ Operational Coordination
☐ Intelligence and Information Sharing	☑ Infrastructure Systems
☐ Interdiction and Disruption	☐ Critical Transportation
☐ Screening, Search, and Detection	☐ Environmental Response/Health and Safety
☐ Forensics and Attribution	☐ Fatality Management Services
Mitigation	☐ Fire Management and Suppression
☐ Planning	☐ Logistics and Supply Chain Management
☐ Public Information and Warning	☐ Mass Care Services
☐ Operational Coordination	☐ Mass Search and Rescue Operations
☐ Community Resilience	☐ On-scene Security and Protection
☐ Long-term Vulnerability Reduction	☐ Operational Communications
☐ Risk and Disaster Resilience Assessment	☐ Public Health, Healthcare, and Emergency Medical Services
☐ Threats and Hazard Identification	☑ Situational Assessment
Recovery	**Protection**
☑ Planning	☐ Planning
☑ Public Information and Warning	☐ Public Information and Warning
☑ Operational Coordination	☐ Operational Coordination
☑ Infrastructure Systems	☐ Intelligence and Information Sharing
☐ Health and Social Services	☐ Interdiction and Disruption
☐ Economic Recovery	☐ Screening, Search, and Detection
☐ Housing	☐ Access Control and Identity Verification
☐ Natural and Cultural Resources	☑ Cybersecurity
	☐ Physical Protective Measures
	☐ Risk Management for Protection Programs and Activities
	☐ Supply Chain Integrity and Security

Capability gap(s) as determined and identified from previous exercises, gap analysis' or THIRA
Coordination and response to a cyber incident involving county, municipal and state systems. Continuioty of Operations, Recovery from cyber type incident

Memorandum of Agreement (MOA) signatory (Full Name, Title, Contact Information and Email address)
Steve Stone, County Manager steve.stone@brunswickcountync.gov

For questions or concerns please contact NCEM at 919-825-2257 or ExerciseGrant@ncdps.gov

Save and attach to TERMs Exercise Request

BRUNSWICK COUNTY
Grant Application Evaluation Form

Lead Department: Emergency Services		Date: 9/19/22
Department Head: Edward W. Conrow		Department Contact for Grant: Edward W. Conrow
Co-Applicants / Other Participating Departments/Agencies/Community Organizations: Information Technology, county departments, municipal partners and state partners.		
Grant Title: Homeland Security Grant Program FY2022 Cyber Exercise		
Funding Organization: FEMA		
Grant Period/Term: 10/1/22 - 8/31/25	Grant Amount: $ 15,000.00	☑ New Grant ☐ Recurring Grant Multi-Year Grant? ☐ Yes ☐ No
Matching Funds? ☐ Yes ☑ No	If Yes, Amount: $	☐ In Kind_____ ☐ Cash_____ ☐ Other
Describe how match will be met.		
Are matching funds in the current budget or does the match require additional funding? Please explain. ☐ Available ☐ Additional Needed ☑ N/A- No matching funds required/requested		
Briefly describe the purpose of the grant. HSGP Exercise Grant to conduct a cyber security exercise in Brunswick County and supporting jurishdictions and agencies. Additional funding above the $15,000 may available upon grant award.		

Program Duplication / Cost Recovery	
Will this project **in any way** duplicate or compete with another service or program provided by Brunswick County, another local agency or community organization?	☐ Yes ☑ No ☐ Possibly
Will this grant provide support for a mandated service?	☐ Yes ☑ No
Can we capitalize on this funding to meet current and/or future equipment or facility needs?	☐ Yes ☑ No
Will this grant result in supplanting? *Supplanting occurs when a state, local, or Tribal Government reduces state, local, or tribal funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity.*	☐ Yes ☑ No

Additional Grant Considerations	
Can the scope of work be completed within grant time frame allotted?	☑ Yes ☐ No ☐ Possibly
Can the requirements of this grant be met with current staffing levels?	☑ Yes ☐ No ☐ Possibly
Will new positions be requested (or expiring grant funded positions extended)?	☐ Yes ☑ No
If Yes, how many new positions will be funded by the grant?	_____ new positions
How many existing positions will be funded by the grant?	_____ existing positions
Will the grant create a program or require any County commitment for funding after grant funding ends?	☐ Yes ☑ No
Will the grant contain subcontracts/sub awards or contractual services? If Yes, please explain: Contracted services will be used for exercise development and facilitation.	☑ Yes ☐ No
Description of items or services to be purchased with funds: Contracted exercise support vendor. Office supplies and equipment to facilitate the exercise.	
Will any items purchased with grant funds revert back to the granting agency? Office supplies and equipment will revert back to Brunswick County.	☑ Yes ☐ No If yes, explain
Is funding received in advance or on a reimbursement basis?	☐ In Advance ☑ Reimbursement

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

Department Head Signature — Date: 9/19/22

Director of Fiscal Operations — Date: 9/20/22

County Manager — Date: 9/21/22

☐ Approved by County Manager
☐ Requires BOCC (Agenda Item Needed)

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # V. - 10.

From:
Emergency Services-Lyle Johnston

Emergency Services - Novant Health Vitalink Airlink Ambulance Franchise Agreement

Issue/Action Requested:
Emergency Services is requesting approval of the annual ambulance franchise agreement for Novant Health Vitalink Airlink. They provide non-emergency transports within Brunswick County.

Background/Purpose of Request:
This request is for the approval of the annual ambulance franchise agreement between Brunswick County and Novant Health Vitalink Airlink.

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

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend approval of the annual ambulance franchise agreement for Novant Health Vitalink Airlink. They provide non-emergency transports within Brunswick County.

ATTACHMENTS:

Description

- Novant Health New Hanover Regional Medical Center,LLC/Novant Health Mobile Integrated Health Airlink/Vitalink/PCTS

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

FRANCHISE AND AGREEMENT

THIS FRANCHISE AND AGREEMENT is made and entered into this 1st day of July, 2022 by and between the **COUNTY OF BRUNSWICK**, a North Carolina body politic and corporate, hereinafter called "COUNTY," and **NOVANT HEALTH NEW HANOVER REGIONAL MEDICAL CENTER, LLC for and on behalf of its NOVANT HEALTH MOBILE INTEGRATED HEALTH AIRLINK/VITALINK/PCTS**, hereinafter called "PROVIDER."

WITNESSETH:

WHEREAS, N.C.G.S. 153A authorizes counties to enter into contracts and to franchise ambulance services; and

WHEREAS, Brunswick County Code of Ordinances, Chapter 1-9, Public Health and Safety, Article II, Ambulances, hereinafter called the "Franchise Ordinance," regulates the operation and franchising of ambulance services within Brunswick County; and

WHEREAS, Novant Health New Hanover Regional Medical Center, LLC is a limited liability company organized and existing under the laws of the state of North Carolina; and

WHEREAS, the parties hereto seek to provide ambulance services and/or special rescue services;

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, and pursuant to the general power and authority of PROVIDER to furnish ambulance services, and the general power and authority of COUNTY to provide paramedic ambulance services for its inhabitants and general population, the parties hereto mutually contract and agree as follows:

1
GRANT OF FRANCHISE

COUNTY hereby grants to PROVIDER, the right, privilege and franchise to operate a non-emergency ambulance service within the franchise area, subject to the faithful performance and observance of the conditions and reservations hereinafter set forth, inclusive of all provisions contained within the Franchise Ordinance.

2
TERM OF FRANCHISE; TERMINATION

COUNTY grants this franchise for a term commencing upon execution of this Franchise and Agreement and terminating at midnight on June 30, 2023. This grant of franchise shall be subject

to suspension, revocation, or termination as set forth in the Franchise Ordinance. Either party may terminate the franchise upon sixty (60) days' prior written notice to the other party.

3
GENERAL DUTIES

A. PROVIDER agrees to maintain State of North Carolina Ambulance Provider License.

B. PROVIDER agrees to furnish and provide continuing ambulance service to all areas lying within its designated response territorial limits, upon proper notification by any resident, property owner, other person, or agency.

C. PROVIDER, in providing said ambulance or rescue services, shall use its own means and methods, within standards recognized by federal, state and local authorities and agencies, which means and methods shall not be subject, except as herein below set forth, to further control, direction or supervision by COUNTY. PROVIDER hereby further agrees that medical control of its ambulance service shall be subject to the protocols and policies as established by the Brunswick County Medical Director and the Brunswick County EMS System Plan.

D. All ambulance service equipment, special rescue equipment, and personnel necessary and proper for the performance of this Franchise and Agreement shall be provided by PROVIDER at its sole cost and expense, and all persons engaged by PROVIDER in ambulance transport services pursuant to the provisions of this Franchise and Agreement shall be subject to the exclusive control, direction and supervision, of PROVIDER. Except as noted herein below, COUNTY shall not have any right or power with respect to the employment, control, direction, supervision, suspension or discharge of any person who may engage in such ambulance services imposed by the provisions of this Franchise and Agreement upon PROVIDER in furnishing ambulance service to COUNTY for the benefit of its residents and general population.

4
COMMUNICATIONS

Procedures for communicating the need for ambulance services or special rescue services by PROVIDER shall be established and administered by the Brunswick County Central Communications Center.

5
MUTUAL AID

A. Upon notification by an appropriate requesting agency (i.e., COUNTY or other Brunswick County Rescue Squad), PROVIDER, through its Emergency Medical Services department or Rescue Squad, upon establishment that an emergency does in fact exist and that PROVIDER's aid is needed, the Chief or Director of Operations (hereafter also including any other officer or person delegated that authority by said Chief or Director of Operations) shall have the implicit authority to order such available equipment and personnel as may be required, to respond to

assist the requesting agency. Procedures for communicating the need of ambulance service or special rescue services to PROVIDER shall be established by mutual agreement between the parties hereto and the same shall be properly publicized. After determining that the mutual aid request may be honored without impairing PROVIDER's capacity to provide service within its own jurisdiction, the Chief or his designee may take such steps as he/she deems appropriate to furnish the requested aid. The response of PROVIDER shall remain the sole discretion of the Chief or his designee, and PROVIDER shall not be compelled to dispatch any of its equipment or personnel; however, every effort should be made to furnish requested assistance if such dispatch would not impose a serious impairment to that PROVIDER's service plan.

B. It shall be the responsibility of PROVIDER to assure that all personnel responding to the request for mutual aid are trained, responsible persons. The conduct and actions of said responding personnel shall remain the obligation and responsibility of PROVIDER. In addition, it shall be the responsibility of PROVIDER to assure that each piece of responding equipment is operational and capable of functioning properly for that type of equipment.

C. PROVIDER shall assume all liability and responsibility for the death of or injury to any of its own personnel while responding to the request for mutual aid.

D. PROVIDER shall assume all liability and responsibility for damage to, or caused by, its own equipment while en route to or from a mutual aid request.

E. The agency requesting mutual aid shall have no liability nor responsibility for the personal property of PROVIDER personnel if said property is lost, stolen, damaged or destroyed while those personnel are performing their duties under the mutual aid response terms contained herein.

F. PROVIDER shall assume no liability or responsibility for property damaged or destroyed at the actual scene of any mutual aid response due to the EMS and/or rescue operations, or other operations as may be required or ordered; all such liability and responsibility shall rest solely with the requesting agency and within whose boundaries the incident occurs.

G. PROVIDER shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond to a mutual aid dispatch under the terms of this Franchise and Agreement, and PROVIDER shall also assume all costs involving the use of equipment and tools used specifically in response to the request for mutual assistance, and PROVIDER shall make no charge for such use to the agency requesting the mutual aid assistance. However, any supplies provided by PROVIDER from its own supply shall be paid for by the requesting agency, upon receipt of an itemized statement of costs for such supplies.

H. The Chief or Director of Operations of the agency requesting assistance shall in all instances be in command of the emergency as to the aspects of strategy, tactics and overall direction of the operations. All orders or directions regarding the operations and personnel of PROVIDER, shall be relayed to PROVIDER's Chief or Director of Operations present at that incident and in command of PROVIDER.

I. When PROVIDER personnel are sent to another district pursuant to this Franchise and Agreement, the jurisdiction, rights, authority, privileges and immunities, including coverage under Workers' Compensation laws and malpractice insurance, which said personnel have under PROVIDER, shall be extended to the areas outside the normal response territorial limits, when said personnel are acting within the scope of the authority conferred by this Franchise and Agreement.

6
TERM OF AGREEMENT

This Franchise and Agreement shall commence upon execution and shall extend for a term ending on June 30, 2023.

7
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.

8
DEBARMENT

PROVIDER hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Franchise and Agreement by any governmental department or agency. PROVIDER must notify COUNTY within thirty (30) days if debarred by any governmental entity during this Franchise and Agreement.

9
NON-DISRIMINATION 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 Franchise and Agreement may be cancelled, terminated or suspended in whole or in part by COUNTY, and PROVIDER may be declared ineligible for further agreements with COUNTY.

10
COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, PROVIDER understands that it is a requirement of this Franchise and 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.

11
GOVERNING LAW AND VENUE

This Franchise and 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 Franchise and 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.

12
DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Franchise and 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.

13
GOVERNMENTAL IMMUNITY

COUNTY, to the extent applicable, does not waive its governmental immunity by entering into this Franchise and Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Franchise and Agreement.

14
SIGNATURES

This Franchise and Agreement and any amendments or modifications thereto, 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 Franchise and 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 § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Franchise and Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, COUNTY has caused this Franchise and Agreement to be executed in its name by its Chairman of the Board of County Commissioners, attested to by the Clerk to the Board and the County Seal affixed hereto, all by authority duly given by the Board of Commissioners of the County of Brunswick, and PROVIDER has caused this Franchise and Agreement to be executed in its name by its proper officers and its Corporate Seal to be affixed hereto, all by authority duly given by its Board of Directors.

COUNTY OF BRUNSWICK

By:_____
Randell Thompson, Chairman
Board of Commissioners

ATTEST:

_____
Clerk to the Board

[SEAL]

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he/she is the Clerk to the Board of County Commissioners of the County of Brunswick, and that by authority duly given and to act as Chairman of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal, and attested to by its Clerk herein above named.

WITNESS my hand and official seal, this _____ day of _____, 2022.

_____
Notary Public

My Commission Expires: _____

(SEAL)

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

Aaron C. Smith, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC

IN WITNESS WHEREOF, PROVIDER has caused this Franchise and Agreement to be executed in its name by its Director of Mobile Integrated Health Airlink/Vitalink/PCTS, by authority duly given by the Board of Directors of **Novant Health New Hanover Regional Medical Center, LLC for and on behalf of its Novant Health Mobile Integrated Health Airlink/Vitalink/PCTS**.

NOVANT HEALTH NEW HANOVER REGIONAL MEDICAL CENTER, LLC for and on behalf of its NOVANT HEALTH MOBILE INTEGRATED HEALTH AIRLINK/VITALINK/PCTS

By: John Popella

John Popella
Director of Mobile Integrated Health
Airlink/Vitalink/PCTS

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, a Notary Public of the County and State aforesaid, certify that John Popella personally came before me this day and acknowledged that he is the Director of Mobile Integrated Health Airlink/Vitalink/PCTS and that by authority duly given as an act of Novant Health New Hanover Regional Medical Center, LLC for and on behalf of its Novant Health Mobile Integrated Health Airlink/Vitalink/PCTS and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and official seal, this 31 day of August, 2022.

Jewell Cecil Singletary
Notary Public

My Commission Expires: 4-11-2027

JEWELL CECIL SINGLETARY NOTARY PUBLIC BLADEN COUNTY, NC My Commission Expires April 11, 2027

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # V. - 11.
Emergency Services - Oak Island Water Rescue Agreement

From:
Emergency Services-Lyle Johnston

Issue/Action Requested:
Emergency Services request the approval of the contract with Oak Island Water Rescue for the provision of water rescue services. This contract includes an annual payment of $9000.00 for their services.

Background/Purpose of Request:
This request is for the annual contract between Brunswick County and Oak Island Water Rescue. This contract includes a $9000.00 annual payment which was approved in the FY22/23 budget.

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

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend approval of the contract with Oak Island Water Rescue for the provision of water rescue services. This contract includes an annual payment of $9000.00 for their services.

ATTACHMENTS:

Description

- Oak Island Water Rescue Team

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AGREEMENT

THIS AGREEMENT is made and entered into the 1st day of July, 2022, by and between the **COUNTY OF BRUNSWICK**, a North Carolina body politic and corporate of the State of North Carolina, hereinafter called "COUNTY," and **OAK ISLAND WATER RESCUE TEAM**, a North Carolina non-profit corporation, hereinafter called "PROVIDER."

WITNESSETH

THAT WHEREAS, N.C.G.S. 153A authorizes counties to enter into contracts for rescue services; and

WHEREAS, N.C.G.S Chapter 55 authorizes corporations to make contracts and to have and exercise all powers necessary and convenient to effect any or all of the purposes for which the corporation is organized; and

WHEREAS, the parties hereto seek to provide special rescue services;

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, and pursuant to the general power and authority of PROVIDER to furnish rescue services, and the general power and authority of COUNTY to establish rescue services for its inhabitants and general population, the parties hereto mutually contract and agree as follows:

1
GRANT OF AGREEMENT

COUNTY hereby grants to PROVIDER the right and privilege to operate a rescue service within the area, subject to the faithful performance and observance of the conditions and reservations hereinafter set forth, inclusive of all provisions contained within the expected services.

2
TERM OF AGREEMENT; TERMINATION

COUNTY grants this Agreement for a term commencing upon the execution of the Agreement and terminating at midnight on June 30, 2023. This grant of agreement shall be subject to suspension, revocation, or termination as set forth in this Agreement. Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

3
GENERAL DUTIES

A. PROVIDER agrees to furnish and provide continuing search and rescue service to all areas lying within its designated territorial limits, upon proper notification by any resident, property owner, other person, or agency.

B. PROVIDER in providing said search and rescue services shall use its own means and methods within standards recognized by federal, state, and local authorities and agencies, which means and methods shall not be subject except as herein below set forth, to further control direction or supervision by COUNTY. PROVIDER hereby further agrees that medical control of any medical services shall be subject to the protocols and policies established by the Brunswick County Medical Director and the Brunswick County Emergency Medical Services System Plan.

C. All special rescue equipment, and personnel necessary and proper for the performance of this Agreement shall be provided by PROVIDER at its sole cost and expense, and all persons engaged by PROVIDER in rescue services pursuant to the provisions of this Agreement shall be subject to the exclusive control, direction, and supervision of PROVIDER. Except as noted herein below, COUNTY shall not have any right or power with respect to the employment, control, direction, supervision, suspension or discharge of any person who may engage in such rescue services imposed by the provisions of this Agreement upon PROVIDER in furnishing search and rescue services to COUNTY for the benefit of its residents and general population.

4
COMMUNICATIONS

Procedures for communicating the need for search and rescue services by PROVIDER shall be established and administered by the Brunswick County Central Communications Center.

5
MUTUAL AID

A. Upon notification from an appropriate requesting agency (ie., COUNTY or other Brunswick County law enforcement, fire, or rescue provider), PROVIDER upon establishment that an emergency does in fact exist and that PROVIDER's aid is needed, the Chief or Director of Operations (hereinafter also including any other officer or person delegated that authority by said Chief or Director of Operations) shall have the implicit authority to order such available equipment and personnel as may be required, to respond to assist the requesting agency. Procedures for communicating the need of special search and rescue services to PROVIDER shall be established by mutual agreement between the parties hereto and the same shall be properly publicized. After determining that the mutual aid request may be honored without impairing PROVIDER's capacity to provide service within its own jurisdiction, the Chief or his designee may take such steps as he/ she deems appropriate to furnish the requested aid. The response of PROVIDER shall remain the sole discretion of the Chief or his designee, and PROVIDER shall not be compelled to dispatch any of its equipment or personnel; however

every effort should be made to furnish requested assistance if such dispatch would not impose a serious impairment to that PROVIDER's service plan.

B. It shall be the responsibility of PROVIDER to assure that all personnel responding to the request for mutual aid are trained, responsible persons. The conduct and actions of said responding personnel shall remain the obligation and responsibility of PROVIDER. In addition it shall be the responsibility of PROVIDER to assure that each piece of responding equipment is operational and capable of functioning properly for that type of equipment.

C. PROVIDER shall assume all liability and responsibility for the death or injury to any of its own personnel while responding to the request for mutual aid.

D. PROVIDER shall assume all liability and responsibility for damages to, or caused by, its own equipment while en route to or from a mutual aid request.

E. The agency requesting mutual aid shall have no liability nor responsibility for the personal property of PROVIDER personnel if said property is lost, stolen, damaged or destroyed while those personnel are performing their duties under the mutual aid response terms contained herein.

F. PROVIDER shall assume no liability or responsibility for property damaged or destroyed at the actual scene of any mutual aid response due to search and rescue operations or other operations as may be required or ordered; all such liability and responsibility shall rest solely with the requesting agency and within whose boundaries the incident occurs.

G. PROVIDER shall assume all cost of salaries, wages, bonuses or other compensation for its own personnel that respond to a mutual aid dispatch under the terms of this Agreement, and PROVIDER shall also assume all cost involving the use of equipment and tools used specifically in response to the request for mutual assistance, and PROVIDER shall make no charge for such use to the agency requesting the mutual aid assistance. However, any supplies provided by PROVIDER from its own supply shall be paid for by the requesting agency, upon receipt of an itemized statement of cost for such supplies.

H. The Chief Officer of the agency requesting assistance shall in all instances be in command of the emergency as to the aspects of strategy, tactics, and overall direction of the operations. All orders or directions regarding the operations and personnel of PROVIDER shall be relayed to PROVIDER's Chief Officer present at that incident and in command of PROVIDER.

I. When PROVIDER personnel are sent to another district pursuant to this Agreement, the jurisdiction, rights, authority, privileges and immunities, including coverage under Workers' Compensation laws and malpractice insurance, which said personnel have under PROVIDER shall be extended to the areas outside the normal response territorial limits, when said personnel are acting within the scope of the authority conferred by this Agreement.

6
COMPENSATION

COUNTY agrees to pay fees as specified in APPENDIX A attached hereto and incorporated herein by reference.

7
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.

8
DEBARMENT

PROVIDER hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. PROVIDER must notify COUNTY within thirty (30) days if debarred by any governmental entity during this Agreement.

9
NON-DISRIMINATION 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 agreements with COUNTY.

10
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.

11
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.

12
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.

13
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.

14
SIGNATURES

This Agreement and any amendments or modifications thereto, 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 § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, the COUNTY OF BRUNSWICK has caused this Agreement to be executed in its name by its Chairman of the Board of County Commissioners, attested to by the Clerk to the Board and the County Seal affixed hereto, all by authority duly given by the Board of Commissioners of the County of Brunswick, and PROVIDER has caused this Agreement to be executed in its name by its proper officers and its Corporate Seal to be affixed hereto all be authority duly given by its Board of Directors.

COUNTY OF BRUNSWICK

By:_____
Randell Thompson, Chairman
Board of Commissioners

ATTEST:

_____
Clerk to the Board

[SEAL]

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Clerk to the Board of County Commissioners of Brunswick County, and that by authority duly given and to act as Chairman of the Board of Commissioners, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested to by its Clerk herein above named.

WITNESS my hand and official seal, this ____ day of _____2022.

_____
Notary Public

My Commission Expires:_____

(SEAL)

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

Aaron C. Smith, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC

IN WITNESS WHEROF, PROVIDER has caused this Agreement to be executed in its name by a duly authorized officer and by authority duly given by the Board of Directors of **OAK ISLAND WATER RESCUE TEAM.**

By: Peter Grendze

Printed Name: Peter Grendze

[SEAL]

STATE OF NORTH CAROLINA

COUNTY OF Brunswick

I, a Notary Public of the County and State aforesaid, certify that Peter Grendze personally came before me this day and acknowledged that he/she is the Chief of OAK ISLAND WATER RESCUE TEAM, and that by authority duly given, the foregoing instrument was signed in its name by its Chief.

WITNESS my hand and official seal, this 29 day of September 2022.

Lisa P Stites

Notary Public Lisa P Stites

My Commission Expires: 10/4/2025

(SEAL)

LISA P STITES NOTARY My Comm. Expires 10/4/2025 PUBLIC BRUNSWICK COUNTY, NC

APPENDIX A

As full compensation from COUNTY for services rendered by PROVIDER, as herein provided, COUNTY agrees to pay PROVIDER the sum of Nine Thousand and No/100 Dollars ($9,000.00) annually, to be paid in equal quarterly payments in the amount of Two Thousand Two Hundred and Fifty and No/100 Dollars ($2,250.00) beginning with the first quarter after the beginning of the COUNTY'S fiscal year.

Quarterly payments will be made upon PROVIDER'S submission to and COUNTY'S approval of a financial statement on a form to be provided by the Brunswick County Finance Department.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # V. - 12.
Finance - Fiscal Items

From:
Aaron Smith

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.

-Northeast Brunswick Capital and Replacement Rollover Budget Amendment
Appropriate $1,334 of interest and fund balance of $341,472 for rollover of Northeast Brunswick Regional Capital and Replacement funds transfer to reserve after year end June 30, 2022 reconciliation.

-Ocean Isle Beach Capital and Replacement Rollover Budget Amendment
Appropriate $310 of interest and fund balance of $85,541 for rollover of Ocean Isle Beach Capital and Replacement funds transfer to reserve after year end June 30, 2022 reconciliation.

-West Brunswick Capital and Replacement Rollover Budget Amendment
Appropriate $417 of interest and fund balance of $405,447 for rollover of West Brunswick Regional Capital and Replacement funds transfer to reserve after year end June 30, 2022 reconciliation.

-Airport Grants Budget Amendment and CPO
Appropriate $450,000 of state capital infrastructure grant funds with no local match required as awarded in grant 36244.58.15.1, $13,469 of 2019 Federal NPE grant funds with local match required of $1,497 as awarded in grant 36237.45.19.1, $166,666 of 2020 Federal NPE with no local match, and $166,666 of 2021 Federal NPE grant funds with no local match required as awarded in grant 36237.45.19.2 by NCDOT-Division of Aviation.

-Wastewater Insurance Proceeds Budget Amendment
Appropriate $15,889 of insurance proceeds for necessary repairs due to lightning strike.

-Professional Services Budget Amendment
Appropriate fund balance of $87,209 for remainder of contract with Ward and Smith PA and The Ferguson Group to represent Brunswick County with regard to its government relations work and associated issues thru April 2023.

-Financial Reports for September 2022 (unaudited)
Included are Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All fiscal year to date reports are provided at: http://brunswickcountync.gov/finance/reports

Background/Purpose of Request:

Fiscal Impact:

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

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature on the consent agenda.

ATTACHMENTS:

Description

- 20221017 Budget Amendment Cap and Replace FY22 Sewer.pdf
- 20221017 Budget Amendment Cap and Replace FY22.pdf
- 20221017 Budget Amendment Airport Grant 36244.15.1.pdf
- 20221017 Budget Amendment Airport Grant 36237.45.19.1.pdf
- 20221017 Budget Amendment Airport Grant 36237.45.19.2.pdf
- 20221017 Budget Amendment Insurance Proceeds.pdf
- 20221017 Budget Amendment Professional Services.pdf
- September Monthly Financial Statements
- Capital Project Ordinance
- Capital Project Ordinance FY 23-

Request Info	
Type	Budget Amendment
Description	Capital and Replacement FY22 Year End Sewer
Justification	Board Meeting 10/17/2022-Appropriate $1,334 of interest and fund balance of $341,472 for rollover of Northeast Brunswick Regional Capital and Replacement funds transfer to reserve after year end June 30, 2022, reconciliation. Appropriate $310 of interest and fund balance of $85,541 for rollover of Ocean Isle Beach Capital and Replacement funds transfer to reserve after year end June 30, 2022, reconciliation. Appropriate $417 of interest and fund balance of $405,447 for rollover of West Brunswick Regional Capital and Replacement funds transfer to reserve after year end June 30, 2022, reconciliation.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
629800	399200	Interfund Trans Wastewater Fnd	Expendable Net Assets Appropr	405447	Increase	Credit
629800	498044	Interfund Trans Wastewater Fnd	Trans to Wastewater Cap Proj	405447	Increase	Debit
629800	399200	Interfund Trans Wastewater Fnd	Expendable Net Assets Appropr	341472	Increase	Credit
629800	498044	Interfund Trans Wastewater Fnd	Trans to Wastewater Cap Proj	341472	Increase	Debit
629800	399200	Interfund Trans Wastewater Fnd	Expendable Net Assets Appropr	85541	Increase	Credit
629800	498044	Interfund Trans Wastewater Fnd	Trans to Wastewater Cap Proj	85541	Increase	Debit
Total						
Grand Total:				1664920		

Request Info	
Type	Budget Amendment
Description	Capital and Replacement FY22 Year End
Justification	Board Meeting 10/17/2022-Appropriate $1,334 of interest and fund balance of $341,472 for rollover of Northeast Brunswick Regional Capital and Replacement funds transfer to reserve after year end June 30, 2022, reconciliation. Appropriate $310 of interest and fund balance of $85,541 for rollover of Ocean Isle Beach Capital and Replacement funds transfer to reserve after year end June 30, 2022, reconciliation. Appropriate $417 of interest and fund balance of $405,447 for rollover of West Brunswick Regional Capital and Replacement funds transfer to reserve after year end June 30, 2022, reconciliation.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
449800	398662	Interfund Trans Wstwtr Cap Rsv	Trans Frm Wastewater Fund	405447	Increase	Credit
449800	464339	Interfund Trans Wstwtr Cap Rsv	Wes Reg Capital and Replacmt	405447	Increase	Debit
449800	383112	Interfund Trans Wstwtr Cap Rsv	West Reg CandR Invst Earnings	417	Increase	Credit
449800	464339	Interfund Trans Wstwtr Cap Rsv	Wes Reg Capital and Replacmt	417	Increase	Debit
449800	398662	Interfund Trans Wstwtr Cap Rsv	Trans Frm Wastewater Fund	341472	Increase	Credit
449800	464314	Interfund Trans Wstwtr Cap Rsv	NE Regnal Capital and Replacmt	341472	Increase	Debit
449800	383102	Interfund Trans Wstwtr Cap Rsv	NE Reg CandR Investment Earn.	1334	Increase	Credit
449800	464314	Interfund Trans Wstwtr Cap Rsv	NE Regnal Capital and Replacmt	1334	Increase	Debit
449800	398662	Interfund Trans Wstwtr Cap Rsv	Trans Frm Wastewater Fund	85541	Increase	Credit

449800	464346	Interfund Trans Wstwtr Cap Rsv	OIB Reg Capital and Replacmt	85541	Increase	Debit
449800	383113	Interfund Trans Wstwtr Cap Rsv	OIB Reg CandR Invst Earnings	310	Increase	Credit
449800	464346	Interfund Trans Wstwtr Cap Rsv	OIB Reg Capital and Replacmt	310	Increase	Debit

Total	
Grand Total:	1669042

Request Info	
Type	Budget Amendment
Description	36244.58.15.1 Airport Grant
Justification	Board Meeting 10/17/2022-Appropriate $450,000 of state capital infrastructure grant funds with no local match required as awarded in grant 36244.58.15.1 by NCDOT-Division of Aviation.
Originator	Tiffany Rogers

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr		
438158	332125	Airport Grants FY23-	36244.58.15.1 SCIF FY23	450000	Increase	Credit		
438158	449848	Airport Grants FY23-	36244.58.15.1 SCIF	450000	Increase	Debit		

Total	
Grand Total:	900000

Request Info	
Type	Budget Amendment
Description	36237.45.19.1 Airport Grant
Justification	Board Meeting 10/17/2022-Appropriate $13,469 of 2019 Federal NPE grant funds with local match required of $1,497 as awarded in grant 36237.45.19.1 by NCDOT-Division of Aviation.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438158	331052	Airport Grants FY23-	36237.45.19.1 Westside Taxi Ln	13469	Increase	Credit
438158	398110	Airport Grants FY23-	Trans Frm General Fund	1497	Increase	Credit
438158	449849	Airport Grants FY23-	36237.45.19.1 Westside Taxi Ln	14966	Increase	Debit
439801	464299	Interfund Trans Co Cap Reserve	Undesignated Funds	-1497	Decrease	Credit
439801	398110	Interfund Trans Co Cap Reserve	Trans Frm General Fund	-1497	Decrease	Debit

Total	
Grand Total:	26938

Request Info	
Type	Budget Amendment
Description	36237.45.19.2 Airport Grant
Justification	Board Meeting 10/17/2022-Appropriate $166,666 of 2020 Federal NPE and $166,666 of 2021 Federal NPE grant funds with no local match required ss awarded in grant 36237.45.19.2 by NCDOT-Division of Aviation.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438158	331053	Airport Grants FY23-	36237.45.19.2 Westside Taxi Ln	333332	Increase	Credit
438158	449850	Airport Grants FY23-	36237.45.19.2 Westside Taxi Ln	333332	Increase	Debit

Total	
Grand Total:	666664

Request Info	
Type	Budget Amendment
Description	Insurance Proceeds
Justification	Board Meeting 10/17/2022-Appropriate $15,889 of insurance proceeds for necessary repairs due to lightning strike.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
627340	383913	Ocean Isle Beach WWTP	Insurance Refund	15889	Increase	Credit
627340	435203	Ocean Isle Beach WWTP	Repair and Maint-Instrument	15889	Increase	Debit

Total	
Grand Total:	31778

Request Info	
Type	Budget Amendment
Description	Professional Services
Justification	Board meeting 10/17/2022-Appropriate fund balance of $87,209 for remainder of contract with Ward and Smith PA and The Ferguson Group to represent Brunswick County with regard to its government relations work and associated issues thru April 2023.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	87209	Increase	Credit
104999	439900	Economic Development Agencies	Contract Services	87209	Increase	Debit

Total

Grand Total:	174418

COUNTY OF BRUNSWICK
NORTH CAROLINA

MONTHLY FINANCIAL STATEMENTS
(UNAUDITED)

FOR THE PERIOD ENDED SEPTEMBER 30, 2022

COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

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COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

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Summary Information for General and Enterprise Funds as of September 30, 2022:

General Fund:

- Total revenues for the General Fund are $60.5 million, comparable at $0.2 million or 0.4% over the same period in the prior year. Significant changes included a 0.5% or $0.2 million decrease in Ad Valorem collections offset by a Local Option Sales Tax increase of 8.3% or $0.3 million. Total revenues collected are 24.6% of the amended budget for the fiscal year.
- Total expenditures for the General Fund are $60.9 million and are 23.6% of the current budget. Total expenditures are more than the expenditures of the same period in the prior year by $2.6 million or 4.4%. This is due to a $0.8 million increase in Education, a $0.4 million increase in Solid Waste, and a $1.9 million increase in public safety. This is offset by a debt service decrease of $1.0 million associated with the prior year interest only payment for Phase 2 of the 2016 Bond Referendum.
- There were no net transfers in the current period, a decrease compared to transfers of $0.5 million in the same period of the prior year.
- Revenues are less than expenditures and net transfers by $0.4 million for the current period end compared to greater than by $1.4 million at the end of the same period of the prior year.

Water Fund:

- Total revenues for the Water Fund increased $5.8 million over the same period in the prior year to $14.6 million. This is a result of new customer growth, and the January 1, 2022, rate changes approved in the prior year budget. Rate changes were to cover the increased cost of service and annual debt service associated with the construction of the 54" waterline, the plant expansion with low-pressure reverse osmosis, and the loss in industrial and wholesale revenues. Retail sales increased $1.0 million, wholesale sales increased $2.0 million, irrigation sales increased $1.0 million, and base service charges increased $0.9 million over the same period in the prior year. Total revenues are 41.6% of the amended budget for the fiscal year.
- Total expenditures for the Water Fund are $5.9 million and are 15.5% of current budget. Expenditures are consistent with the same period in the prior year at an increase of $0.2 million or 3.6%.
- Net transfers to water capital projects of $1.0 million increased compared to $0.7 million in the same period of the prior year due to the increase in Pay Go funding of projects.
- Revenues are more than expenditures and net transfers by $7.7 million compared to $2.4 million in the same period of the prior year.

Wastewater Fund:

- Total revenues for the Wastewater Fund decreased $0.5 million under the same period in the prior year to $8.8 million. This is a result of capital recovery and transmission line decrease of $0.6 million and a $0.4 million decrease in taps and connections under the same period in the prior year. Total revenues are 30.1% of the amended budget for the fiscal year.
- Total expenditures for the Wastewater Fund are $4.8 million and are 14.8% of the current budget. Expenditures decreased 2.6% or $0.1 million under the same period in the prior year mainly due to a $1.1 million decrease in debt service payments offset by an increase of $0.2 in repair and maintenance and $0.6 million in capital outlay.
- Net transfers to wastewater capital projects of less than $0.1 million decreased compared to transfers to wastewater capital projects of $2.5 million in the same period of the prior year.
- Revenues are more than expenditures and net transfers by $4.1 million compared to $1.9 million in the same period of the prior year.

COUNTY OF BRUNSWICK, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents/investments	$ 135,489,849	$ 51,136,238	$ 26,286,251	$ 2,525,201	$ 215,437,539
Restricted cash and investments	4,266,626	-	62,870,492	14,388,411	81,525,529
Taxes receivable - net	99,445,248	-	-	-	99,445,248
Receivables - net	2,420,282	-	-	-	2,420,282
Other governmental agencies	1,140,134	97,965	269,446	-	1,507,545
Due from other funds	52,797	-	-	-	52,797
Prepaid expenditures	64,000	-	-	-	64,000
Total assets	$ 242,878,936	$ 51,234,203	$ 89,426,189	$ 16,913,612	$ 400,452,940
Liabilities:					
Accounts payable and other liabilities	$ 3,722,449	$ -	$ -	$ 2,370	$ 3,724,819
Due to other funds	-	-	-	52,797	52,797
Total liabilities	3,722,449	-	-	55,167	3,777,616
Deferred Inflows of Resources:	99,907,206	-	-	-	99,907,206
Fund Balances:					
Nonspendable	64,000	-	-	-	64,000
Restricted:					
Stabilization by State Statute	15,341,245	-	-	-	15,341,245
Restricted - other	4,633,852	-	62,870,492	16,911,242	84,415,586
Committed	214,566	51,234,203	26,555,697	-	78,004,466
Assigned	16,046,124	-	-	-	16,046,124
Unassigned	102,949,494	-	-	(52,797)	102,896,697
Total fund balances	139,249,281	51,234,203	89,426,189	16,858,445	296,768,118
Total liabilities, deferred inflow of resources and fund balances	$ 242,878,936	$ 51,234,203	$ 89,426,189	$ 16,913,612	$ 400,452,940

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2022

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Revenues:					
Ad valorem taxes	$ 42,372,214	$ -	$ -	$ -	$ 42,372,214
Local option sales taxes	4,310,774	-	-	-	4,310,774
Other taxes and licenses	3,226,610	-	-	-	3,226,610
Unrestricted intergovernmental revenues	112,811	-	-	-	112,811
Restricted intergovernmental revenues	3,487,046	3,519,229	-	16,353,221	23,359,496
Permits and fees	1,721,481	-	-	47,120	1,768,601
Sales and services	4,571,794	-	-	-	4,571,794
Investment earnings	279,867	121,281	330,852	5,565	737,565
Other	418,129	-	-	-	418,129
Total revenues	60,500,726	3,640,510	330,852	16,405,906	80,877,994
Expenditures:					
Current:					
General government	3,936,161	610,514	-	86,065	4,632,740
Public safety	14,805,421	-	-	159,599	14,965,020
Central services	5,904,336	-	-	-	5,904,336
Human services	7,008,523	-	-	-	7,008,523
Transportation	40,250	91,732	-	-	131,982
Environmental protection	5,147,850	1,179,280	-	-	6,327,130
Culture and recreation	1,352,847	-	-	-	1,352,847
Economic and physical development	2,574,735	-	-	-	2,574,735
Education	14,056,080	-	1,680,235	-	15,736,315
Debt Service:					
Principal retirement	4,590,000	-	-	-	4,590,000
Interest and fiscal charges	1,505,605	-	-	-	1,505,605
Total expenditures	60,921,808	1,881,526	1,680,235	245,664	64,729,233
Revenues over (under) expenditures	(421,082)	1,758,984	(1,349,383)	16,160,242	16,148,761
Other Financing Sources (Uses):					
Transfers to other funds	-	-	-	(1,930,279)	(1,930,279)
Premiums on bonds issued	-	-	5,869,431	-	5,869,431
Issuance of long-term debt	-	-	45,815,000	-	45,815,000
Total other financing sources (uses)	-	-	51,684,431	(1,930,279)	49,754,152
Net change in fund balance	(421,082)	1,758,984	50,335,048	14,229,963	65,902,913
Fund balance, beginning of year	139,670,363	49,475,219	39,091,141	2,628,482	230,865,205
Fund balance, end of year	$ 139,249,281	$ 51,234,203	$ 89,426,189	$ 16,858,445	$ 296,768,118

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2022

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad valorem taxes	$ 153,849,442	$ 153,849,442	$ 42,372,214	$ (111,477,228)
Local option sales taxes	39,563,234	39,563,234	4,310,774	(35,252,460)
Other taxes and licenses	7,525,000	7,525,000	3,226,610	(4,298,390)
Unrestricted intergovernmental revenues	2,706,600	2,706,600	112,811	(2,593,789)
Restricted intergovernmental revenues	17,440,772	19,570,466	3,487,046	(16,083,420)
Permits and fees	6,416,010	6,416,010	1,721,481	(4,694,529)
Sales and services	14,728,936	14,728,936	4,571,794	(10,157,142)
Investment earnings	60,380	60,380	279,867	219,487
Other	1,866,142	1,879,422	418,129	(1,461,293)
Total revenues	244,156,516	246,299,490	60,500,726	(185,798,764)
Expenditures:				
Current:				
General government	16,524,590	16,794,768	3,936,161	12,858,607
Central services	22,208,343	28,054,556	5,904,336	22,150,220
Public safety	61,974,453	70,607,688	14,805,421	55,802,267
Transportation	161,000	161,000	40,250	120,750
Environmental protection	20,935,449	22,172,376	5,147,850	17,024,526
Economic and physical development	8,771,765	9,446,336	2,574,735	6,871,601
Human services	30,769,283	35,330,691	7,008,523	28,322,168
Education	56,636,515	56,636,515	14,056,080	42,580,435
Culture and recreation	5,620,966	5,877,633	1,352,847	4,524,786
Debt Service:				
Principal retirement	8,480,000	8,480,000	4,590,000	3,890,000
Interest and fiscal charges	4,641,134	4,641,134	1,505,605	3,135,529
Total expenditures	236,723,498	258,202,697	60,921,808	197,280,889
Revenues over (under) expenditures	7,433,018	(11,903,207)	(421,082)	11,482,125
Other Financing Sources (Uses):				
Transfers to other funds	(8,301,170)	(24,921,170)	-	24,921,170
Appropriated fund balance	868,152	36,824,377	-	(36,824,377)
Total other financing sources (uses)	(7,433,018)	11,903,207	-	(11,903,207)
Net change in fund balances	$ -	$ -	(421,082)	$ (421,082)
Fund balance, beginning of year			139,670,363	
Fund balance, end of year			$ 139,249,281	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED SEPTEMBER 30, 2022 AND THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	September 30, 2022	Variance Positive (Negative)	% of Budget	June 30, 2022	September 30, 2021
Revenues:							
Ad Valorem Taxes:							
Current year taxes	$ 150,949,442	$ 150,949,442	$ 41,780,569	$ (109,168,873)	28%	$ 152,052,498	$ 42,026,500
Prior year taxes	2,200,000	2,200,000	496,703	(1,703,297)	23%	1,944,149	356,085
Penalties and interest	700,000	700,000	94,942	(605,058)	14%	834,881	194,965
	153,849,442	153,849,442	42,372,214	(111,477,228)	28%	154,831,528	42,577,550
Local Option Sales Taxes:							
Article 39 (1%)	17,013,236	17,013,236	1,999,315	(15,013,921)	12%	17,874,114	1,829,991
Article 40 (1/2%)	11,116,347	11,116,347	1,058,346	(10,058,001)	10%	11,116,379	998,072
Article 42 (1/2%)	11,433,651	11,433,651	1,253,113	(10,180,538)	11%	11,779,344	1,152,200
	39,563,234	39,563,234	4,310,774	(35,252,460)	11%	40,769,837	3,980,263
Other Taxes and Licenses:							
Scrap tire disposal fee	180,000	180,000	-	(180,000)	0%	287,199	-
Deed stamp excise tax	5,125,000	5,125,000	1,893,805	(3,231,195)	37%	9,023,200	2,263,720
Solid waste tax	65,000	65,000	-	(65,000)	0%	66,697	-
White goods disposal tax	55,000	55,000	-	(55,000)	0%	92,452	-
1% Occupancy Tax	2,100,000	2,100,000	1,332,805	(767,195)	63%	2,795,875	1,138,708
	7,525,000	7,525,000	3,226,610	(4,298,390)	43%	12,265,423	3,402,428
Unrestricted Intergovernmental:							
Medicaid hold harmless	2,000,000	2,000,000	-	(2,000,000)	0%	6,154,520	-
Beer and wine tax	250,000	250,000	-	(250,000)	0%	263,838	-
Jail fees	456,600	456,600	112,811	(343,789)	25%	468,045	87,577
	2,706,600	2,706,600	112,811	(2,593,789)	4%	6,886,403	87,577
Restricted Intergovernmental:							
State and federal grant	17,140,394	19,235,157	3,408,452	(15,826,705)	18%	19,315,219	3,480,583
State Aid to Libraries	147,378	147,378	36,846	(110,532)	25%	147,378	38,097
State cost reimbursement	-	34,931	-	(34,931)	0%	65,280	-
Court facility fees	116,000	116,000	27,079	(88,921)	23%	141,142	25,436
Payments in lieu of taxes	-	-	-	-	na	4,428	-
ABC education requirement	-	-	2,565	2,565	na	2,556	2,224
ABC law enf. services	12,000	12,000	-	(12,000)	0%	20,295	-
State drug tax	25,000	25,000	12,104	(12,896)	48%	34,649	26,734
	17,440,772	19,570,466	3,487,046	(16,083,420)	18%	19,730,947	3,573,074
Permits and Fees:							
Blding insp. and permits	4,340,000	4,340,000	1,161,078	(3,178,922)	27%	5,257,996	1,201,422
Recording fees	820,000	820,000	234,092	(585,908)	29%	1,153,810	319,350
Fire inspection fees	200,000	200,000	43,679	(156,321)	22%	209,530	46,255
Concealed handgun permit	250,000	250,000	43,370	(206,630)	17%	274,790	51,670
Other permit and fees	806,010	806,010	239,262	(566,748)	30%	1,083,861	221,521
	6,416,010	6,416,010	1,721,481	(4,694,529)	27%	7,979,987	1,840,218
Sales and Services:							
Solid waste fees	3,000,000	3,000,000	839,318	(2,160,682)	28%	4,165,012	763,241
School resource off. reimb.	1,897,886	1,897,886	912,259	(985,627)	48%	1,665,840	800,738
Rents	12,000	12,000	3,482	(8,518)	29%	15,152	3,483

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED SEPTEMBER 30, 2022 AND THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	September 30, 2022	Variance Positive (Negative)	% of Budget	June 30, 2022	September 30, 2021
Sales and Services (continued):							
EMS Charges	5,525,000	5,525,000	1,794,505	(3,730,495)	32%	5,872,329	1,795,414
Public health user fees	1,094,950	1,094,950	245,190	(849,760)	22%	1,544,474	400,491
Sheriff animal prot. serv. fees	80,000	80,000	35,252	(44,748)	44%	105,851	22,793
Social services fees	64,600	64,600	7,134	(57,466)	11%	39,855	10,988
Public housing fees	11,700	11,700	549	(11,151)	5%	2,507	500
Tax collection fees	290,000	290,000	81,439	(208,561)	28%	351,872	73,006
Other sales and services	1,979,350	1,979,350	412,102	(1,567,248)	21%	2,431,316	318,412
Register of deeds	397,100	397,100	108,115	(288,985)	27%	438,241	116,755
Marriage licenses	57,000	57,000	18,083	(38,917)	32%	55,517	17,910
Recreation services	319,350	319,350	114,366	(204,984)	36%	256,710	85,862
	14,728,936	14,728,936	4,571,794	(10,157,142)	31%	16,944,676	4,409,593
Investment earnings	60,380	60,380	279,867	219,487	464%	137,394	15,138
Other:							
ABC bottles taxes	45,000	45,000	15,311	(29,689)	34%	87,091	14,853
Cnty Brd of Alcohol Control	30,000	30,000	-	(30,000)	0%	30,000	-
Contributions	21,000	21,000	18,143	(2,857)	86%	96,994	17,348
Other revenues	1,770,142	1,783,422	384,675	(1,398,747)	22%	2,773,704	360,628
	1,866,142	1,879,422	418,129	(1,461,293)	22%	2,987,789	392,829
Total revenues	244,156,516	246,299,490	60,500,726	(185,798,764)	25%	262,533,984	60,278,670
Expenditures:							
General Government:							
Governing Body:							
Salaries	232,873	232,873	54,137	178,736	23%	226,526	66,830
Fringe benefits	87,477	87,477	16,059	71,418	18%	63,246	18,003
Operating costs	63,850	63,850	23,582	40,268	37%	38,641	19,562
	384,200	384,200	93,778	290,422	24%	328,413	104,395
County Administration:							
Salaries	744,558	744,558	140,408	604,150	19%	657,498	227,754
Fringe benefits	239,605	239,605	45,209	194,396	19%	197,057	66,665
Operating costs	49,400	51,333	10,685	40,648	21%	26,771	41,917
Capital outlay	-	-	-	-	na	9,409	-
	1,033,563	1,035,496	196,302	839,194	19%	890,735	336,336
Human Resources:							
Salaries	455,643	455,643	97,478	358,165	21%	354,772	106,693
Fringe benefits	168,399	168,399	35,381	133,018	21%	121,373	34,863
Operating costs	15,050	15,050	705	14,345	5%	3,298	787
	639,092	639,092	133,564	505,528	21%	479,443	142,343

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED SEPTEMBER 30, 2022 AND THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	September 30, 2022	Variance Positive (Negative)	% of Budget	June 30, 2022	September 30, 2021
Communications:							
Salaries	142,712	142,712	35,140	107,572	25%	91,386	16,417
Fringe benefits	53,831	53,831	13,288	40,543	25%	31,789	5,777
Operating costs	72,000	72,000	8,447	63,553	12%	22,884	7,138
	268,543	268,543	56,875	211,668	21%	146,059	29,332
Finance:							
Salaries	1,021,148	1,021,148	257,694	763,454	25%	967,346	264,364
Fringe benefits	373,356	373,356	94,439	278,917	25%	350,077	89,952
Operating costs	583,850	635,855	375,721	260,134	59%	510,054	351,663
Capital outlay	-	-	-	-	na	65,732	-
	1,978,354	2,030,359	727,854	1,302,505	36%	1,893,209	705,979
Tax Administration:							
Salaries	3,038,347	3,038,347	677,602	2,360,745	22%	2,539,173	682,844
Fringe benefits	1,219,902	1,219,902	268,870	951,032	22%	1,013,514	265,344
Operating costs	1,234,500	1,450,740	384,632	1,066,108	27%	924,304	295,740
Capital outlay	-	-	-	-	na	39,472	-
	5,492,749	5,708,989	1,331,104	4,377,885	23%	4,516,463	1,243,928
County Attorney:							
Salaries	475,967	475,967	119,932	356,035	25%	411,572	117,544
Fringe benefits	155,532	155,532	38,565	116,967	25%	127,173	36,837
Operating costs	151,450	151,450	14,925	136,525	10%	61,642	9,926
Capital outlay	-	-	-	-	na	2,617	-
	782,949	782,949	173,422	609,527	22%	603,004	164,307
Court Facilities:							
Operating costs	252,006	252,006	35,534	216,472	14%	208,166	27,978
Board of Elections:							
Salaries	747,456	747,456	101,271	646,185	14%	675,670	96,932
Fringe benefits	174,848	174,848	36,571	138,277	21%	141,208	34,607
Operating costs	236,011	236,011	68,844	167,167	29%	198,551	16,024
Capital outlay	-	-	-	-	na	15,540	-
	1,158,315	1,158,315	206,686	951,629	18%	1,030,969	147,563
Register of Deeds:							
Salaries	799,220	799,220	173,137	626,083	22%	670,112	180,392
Fringe benefits	362,949	362,949	76,120	286,829	21%	301,247	76,032
Operating costs	2,972,650	2,972,650	731,785	2,240,865	25%	4,861,355	808,078
Capital outlay	-	-	-	-	na	5,973	-
	4,134,819	4,134,819	981,042	3,153,777	24%	5,838,687	1,064,502
Contingency:							
Operating Costs	400,000	400,000	-	400,000	0%	-	-
Total general government	16,524,590	16,794,768	3,936,161	12,858,607	23%	15,935,148	3,966,663

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED SEPTEMBER 30, 2022 AND THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	September 30, 2022	Variance Positive (Negative)	% of Budget	June 30, 2022	September 30, 2021
Central Services:							
Information Technology:							
Salaries	1,576,506	1,576,506	337,696	1,238,810	21%	1,182,596	339,220
Fringe benefits	565,968	565,968	119,818	446,150	21%	409,927	115,151
Operating costs	2,105,154	2,797,402	645,407	2,151,995	23%	939,473	204,170
Capital outlay	140,000	140,000	-	140,000	0%	5,332	-
	4,387,628	5,079,876	1,102,921	3,976,955	22%	2,537,328	658,541
Fleet Services:							
Salaries	807,284	807,284	181,133	626,151	22%	702,677	183,538
Fringe benefits	337,465	337,465	72,281	265,184	21%	283,355	71,551
Operating costs	386,600	395,999	(391,545)	787,544	-99%	449,990	(162,405)
Capital outlay	467,000	771,949	-	771,949	0%	110,309	-
	1,998,349	2,312,697	(138,131)	2,450,828	-6%	1,546,331	92,684
Engineering:							
Salaries	571,891	571,891	128,276	443,615	22%	491,016	128,081
Fringe benefits	202,091	202,091	45,209	156,882	22%	169,256	43,528
Operating costs	38,350	52,762	7,612	45,150	14%	45,267	22,496
Capital outlay	26,000	26,000	-	26,000	0%	10,366	-
	838,332	852,744	181,097	671,647	21%	715,905	194,105
Operation Services:							
Salaries	2,699,191	2,699,191	632,879	2,066,312	23%	2,288,052	617,930
Fringe benefits	1,197,617	1,197,617	270,019	927,598	23%	998,076	256,727
Operating costs	3,922,241	5,725,340	597,307	5,128,033	10%	3,298,612	569,698
Capital outlay	366,500	423,606	-	423,606	0%	406,599	-
	8,185,549	10,045,754	1,500,205	8,545,549	15%	6,991,339	1,444,355
Non-departmental:							
Fringe benefits	6,638,280	6,638,280	2,072,598	4,565,682	31%	5,793,104	2,327,567
Operating costs	160,205	160,205	1,185,646	(1,025,441)	740%	174,977	1,036,500
Capital outlay	-	2,965,000	-	2,965,000	0%	-	-
	6,798,485	9,763,485	3,258,244	6,505,241	33%	5,968,081	3,364,067
Total central services	22,208,343	28,054,556	5,904,336	22,150,220	21%	17,758,984	5,753,752
Public Safety:							
District Attorney:							
Operating costs	13,000	13,000	5,089	7,911	39%	27,520	1,147
Sheriff:							
Salaries	13,400,580	13,400,580	3,261,850	10,138,730	24%	12,060,061	3,146,302
Fringe benefits	5,032,814	5,032,814	1,203,330	3,829,484	24%	4,418,477	1,118,316
Operating costs	3,634,582	4,379,084	974,630	3,404,454	22%	3,342,044	679,606
Capital outlay	1,098,865	1,344,036	157,001	1,187,035	12%	1,383,854	126,438
	23,166,841	24,156,514	5,596,811	18,559,703	23%	21,204,436	5,070,662

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED SEPTEMBER 30, 2022 AND THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	September 30, 2022	Variance Positive (Negative)	% of Budget	June 30, 2022	September 30, 2021
Detention Center:							
Salaries	6,580,911	6,580,911	1,455,200	5,125,711	22%	5,270,161	1,320,836
Fringe benefits	2,657,347	2,657,347	570,577	2,086,770	21%	2,062,080	506,850
Operating costs	3,812,861	3,815,324	782,889	3,032,435	21%	3,359,573	784,661
Capital outlay	112,764	259,607	65,045	194,562	25%	164,458	45,390
	13,163,883	13,313,189	2,873,711	10,439,478	22%	10,856,272	2,657,737
Emergency Medical:							
Salaries	8,146,821	8,146,821	1,710,087	6,436,734	21%	6,608,706	1,718,408
Fringe benefits	3,004,305	3,004,305	631,678	2,372,627	21%	2,349,172	600,395
Operating costs	2,246,789	2,271,679	710,351	1,561,328	31%	2,243,679	550,814
Capital outlay	129,000	2,163,437	360,629	1,802,808	17%	715,306	-
	13,526,915	15,586,242	3,412,745	12,173,497	22%	11,916,863	2,869,617
Emergency Management:							
Salaries	479,798	479,798	101,807	377,991	21%	291,792	71,610
Fringe benefits	174,465	174,465	33,839	140,626	19%	86,698	21,575
Operating costs	538,530	733,054	132,002	601,052	18%	396,323	64,825
Capital outlay	56,980	189,343	18,690	170,653	10%	23,467	-
	1,249,773	1,576,660	286,338	1,290,322	18%	798,280	158,010
Other Agencies:							
Fire districts	55,000	355,000	313,750	41,250	88%	60,000	15,000
Rescue Squads	331,800	331,800	3,575	328,225	1%	340,800	3,575
	386,800	686,800	317,325	369,475	46%	400,800	18,575
Building Inspections and Central Permitting							
Salaries	2,709,797	2,709,797	666,396	2,043,401	25%	2,206,890	547,919
Fringe benefits	1,020,475	1,020,475	240,440	780,035	24%	781,494	190,105
Operating costs	211,123	577,175	69,124	508,051	12%	387,538	37,012
Capital outlay	31,000	120,801	85,671	35,130	71%	216,056	-
	3,972,395	4,428,248	1,061,631	3,366,617	24%	3,591,978	775,036
Fire Inspections							
Salaries	612,244	612,244	113,239	499,005	18%	413,180	103,748
Fringe benefits	223,845	223,845	35,988	187,857	16%	129,184	31,345
Operating costs	76,235	68,553	9,420	59,133	14%	72,970	10,266
Capital outlay	72,000	79,682	-	79,682	0%	11,623	11,096
	984,324	984,324	158,647	825,677	16%	626,957	156,455
Central Communications:							
Salaries	2,447,480	2,447,480	498,048	1,949,432	20%	1,814,078	481,512
Fringe benefits	950,883	950,883	188,660	762,223	20%	684,836	183,315
Operating costs	753,819	1,930,796	60,256	1,870,540	3%	392,989	47,536
Capital outlay	13,555	3,072,874	36,079	3,036,795	1%	470,228	181,188
	4,165,737	8,402,033	783,043	7,618,990	9%	3,362,131	893,551

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED SEPTEMBER 30, 2022 AND THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	September 30, 2022	Variance Positive (Negative)	% of Budget	June 30, 2022	September 30, 2021
Animal Protective Services:							
Salaries	676,772	676,772	172,228	504,544	25%	628,304	176,330
Fringe benefits	275,573	275,573	66,268	209,305	24%	250,237	68,264
Operating costs	335,604	451,497	71,585	379,912	16%	298,624	71,677
Capital outlay	56,836	56,836	-	56,836	0%	51,470	31,903
	1,344,785	1,460,678	310,081	1,150,597	21%	1,228,635	348,174
Total public safety	61,974,453	70,607,688	14,805,421	55,802,267	21%	54,013,872	12,948,964
Transportation:							
Cape Fear Regional Jetport	111,000	111,000	27,750	83,250	25%	111,000	27,750
Odell Williamson Mun. Air.	50,000	50,000	12,500	37,500	25%	50,000	12,500
Brunswick Transit System	-	-	-	-	na	245,881	-
Total transportation	161,000	161,000	40,250	120,750	25%	406,881	40,250
Environmental Protection:							
Solid Waste:							
Salaries	465,488	465,488	115,118	350,370	25%	404,290	105,568
Fringe benefits	197,689	197,689	45,485	152,204	23%	160,269	40,359
Operating costs	19,943,800	19,980,727	4,965,271	15,015,456	25%	18,805,605	4,551,688
Capital outlay	42,000	1,242,000	-	1,242,000	0%	35,247	-
	20,648,977	21,885,904	5,125,874	16,760,030	23%	19,405,411	4,697,615
Other:							
Forestry services	286,472	286,472	21,976	264,496	8%	198,260	34,989
Total environmental prot.	20,935,449	22,172,376	5,147,850	17,024,526	23%	19,603,671	4,732,604
Economic Development:							
Community Enforcement:							
Salaries	202,060	202,060	49,587	152,473	25%	187,563	50,018
Fringe benefits	86,696	86,696	21,173	65,523	24%	78,922	20,458
Operating costs	23,040	23,040	4,645	18,395	20%	14,467	4,091
Capital outlay	-	-	-	-	na	27,243	-
	311,796	311,796	75,405	236,391	24%	308,195	74,567
Planning:							
Salaries	627,621	627,621	145,024	482,597	23%	495,691	154,628
Fringe benefits	233,084	233,084	52,145	180,939	22%	173,170	52,500
Operating costs	201,500	260,500	67,725	192,775	26%	249,772	51,177
Capital outlay	-	-	-	-	na	3,569	-
	1,062,205	1,121,205	264,894	856,311	24%	922,202	258,305

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED SEPTEMBER 30, 2022 AND THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	September 30, 2022	Variance Positive (Negative)	% of Budget	June 30, 2022	September 30, 2021
Cooperative Extension:							
Salaries	332,769	434,894	64,765	370,129	15%	301,618	52,557
Fringe benefits	139,225	142,349	24,206	118,143	17%	119,395	19,164
Operating costs	186,845	202,262	32,877	169,385	16%	184,554	25,377
Capital outlay	-	-	-	-	na	23,935	-
	658,839	779,505	121,848	657,657	16%	629,502	97,098
Soil and Water Conservation:							
Salaries	171,710	171,710	42,428	129,282	25%	155,504	40,621
Fringe benefits	70,090	70,090	17,247	52,843	25%	63,227	16,255
Operating costs	19,050	413,955	1,388	412,567	0%	13,233	1,450
Capital outlay	-	-	-	-	na	29,136	-
	260,850	655,755	61,063	594,692	9%	261,100	58,326
Public Housing Section 8:							
Salaries	202,883	202,883	50,267	152,616	25%	180,299	47,611
Fringe benefits	87,072	87,072	21,467	65,605	25%	77,062	19,903
Operating costs	2,195,400	2,195,400	503,236	1,692,164	23%	2,092,475	511,607
Capital outlay	-	-	-	-	na	8,047	-
	2,485,355	2,485,355	574,970	1,910,385	23%	2,357,883	579,121
1% Occupancy Tax:							
Operating costs	2,100,000	2,100,000	1,332,805	767,195	63%	2,795,875	1,138,708
Other Economic Development:							
Contracted Services	-	-	-	-	na	139,466	-
Incentives	-	100,000	-	100,000	na	-	-
Holden Beach Special Obligation Bond	1,317,720	1,317,720	-	1,317,720	0%	-	-
Lockwood Folly & Shallotte Dredging	-	-	-	-	na	356,879	270,045
Brunswick Busines & Industry Development	575,000	575,000	143,750	431,250	25%	575,000	118,750
Access Road Ec. Dv. Proj.	-	-	-	-	na	400,000	-
	1,892,720	1,992,720	143,750	1,848,970	7%	1,471,345	388,795
Total economic development	8,771,765	9,446,336	2,574,735	6,871,601	27%	8,746,102	2,594,920
Human Services:							
Health:							
Administration:							
Salaries	2,963,950	2,963,950	734,331	2,229,619	25%	2,250,481	709,799
Fringe benefits	1,470,576	1,470,576	368,135	1,102,441	25%	1,290,956	354,703
Operating costs	243,560	247,806	20,252	227,554	8%	335,596	21,387
Capital outlay	-	-	-	-	na	379,682	71,488
	4,678,086	4,682,332	1,122,718	3,559,614	24%	4,256,715	1,157,377

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED SEPTEMBER 30, 2022 AND THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	September 30, 2022	Variance Positive (Negative)	% of Budget	June 30, 2022	September 30, 2021
Communicable Diseases:							
Operating costs	412,707	630,039	113,181	516,858	18%	306,474	93,256
Adult Health Maintenance:							
Operating costs	652,930	666,034	25,462	640,572	4%	133,729	9,743
Senior Health							
Salaries	59,660	59,660	14,837	44,823	25%	53,086	13,873
Fringe benefits	23,976	23,976	5,957	18,019	25%	21,446	5,499
Operating costs	5,310	5,310	601	4,709	11%	1,037	615
	88,946	88,946	21,395	67,551	24%	75,569	19,987
Maternal and Child Health:							
Salaries	494,182	494,182	108,660	385,522	22%	386,799	96,895
Fringe benefits	213,986	213,986	47,203	166,783	22%	166,662	40,405
Operating costs	610,800	642,397	128,602	513,795	20%	474,223	106,095
	1,318,968	1,350,565	284,465	1,066,100	21%	1,027,684	243,395
Environmental Health:							
Salaries	1,585,972	1,585,972	370,426	1,215,546	23%	1,336,553	364,860
Fringe benefits	605,090	605,090	138,659	466,431	23%	483,411	127,941
Operating costs	157,805	916,310	86,041	830,269	9%	883,718	173,628
Capital outlay	108,000	108,000	-	108,000	0%	16,953	-
	2,456,867	3,215,372	595,126	2,620,246	19%	2,720,635	666,429
Total health	9,608,504	10,633,288	2,162,347	8,470,941	20%	8,520,806	2,190,187
Veterans' Services:							
Salaries	233,224	233,224	48,413	184,811	21%	156,248	40,956
Fringe benefits	94,533	94,533	18,831	75,702	20%	61,994	16,311
Operating costs	46,874	46,874	10,037	36,837	21%	37,306	10,975
Total veterans' services	374,631	374,631	77,281	297,350	21%	255,548	68,242
Social Services:							
Administration:							
Salaries	9,879,637	9,879,637	2,162,267	7,717,370	22%	7,815,433	2,037,621
Fringe benefits	4,687,551	4,687,551	1,037,104	3,650,447	22%	3,729,828	956,748
Operating costs	3,619,738	3,855,939	456,809	3,399,130	12%	4,014,920	392,478
Capital outlay	25,000	26,725	-	26,725	0%	129,513	-
	18,211,926	18,449,852	3,656,180	14,793,672	20%	15,689,694	3,386,847
Other Operating Costs:							
Medical assistance	20,000	20,000	150	19,850	1%	3,478	705
Aid to the blind	4,100	4,100	-	4,100	0%	3,549	-
Adoption assistance	215,000	215,000	51,760	163,240	24%	188,043	42,554
Special assistance	475,000	475,000	51,107	423,893	11%	241,294	65,102
Foster care	750,000	750,000	121,075	628,925	16%	655,847	107,293

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED SEPTEMBER 30, 2022 AND THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	September 30, 2022	Variance Positive (Negative)	% of Budget	June 30, 2022	September 30, 2021
Other Operating Costs continued:							
State foster home	800,000	800,000	95,086	704,914	12%	638,272	113,379
Special assistance	36,679	36,679	8,956	27,723	24%	25,121	8,039
Day care	23,000	23,000	-	23,000	0%	1,539	-
Special child adopt. assistanc	-	159,742	780	158,962	0%	11,114	-
	2,323,779	2,483,521	328,914	2,154,607	13%	1,768,257	337,072
Total social services	20,535,705	20,933,373	3,985,094	16,948,279	19%	17,457,951	3,723,919
Other Human Services:							
Trillium Health Resources	250,443	250,443	-	250,443	0%	250,443	62,611
Brunswick Senior Resources	-	3,017,136	754,285	2,262,851	25%	2,888,852	722,212
Other human services	-	121,820	29,516	92,304	24%	120,219	44,106
	250,443	3,389,399	783,801	2,605,598	23%	3,259,514	828,929
Total human services	30,769,283	35,330,691	7,008,523	28,322,168	20%	29,493,819	6,811,277
Education:							
Public schools	50,272,806	50,272,806	12,568,203	37,704,603	25%	47,523,253	11,880,813
Public schools - cap. outlay	1,054,674	1,054,674	263,670	791,004	25%	996,991	249,249
Pub. sch.-fines and forf.	300,000	300,000	20,075	279,925	7%	315,588	20,695
Community college	4,748,585	4,748,585	1,139,020	3,609,565	24%	4,276,270	1,022,016
Comm. college - cap. out.	260,450	260,450	65,112	195,338	25%	356,500	89,124
Total education	56,636,515	56,636,515	14,056,080	42,580,435	25%	53,468,602	13,261,897
Culture and Recreation:							
Parks and Recreation:							
Administration:							
Salaries	839,570	839,570	194,530	645,040	23%	683,634	189,631
Fringe benefits	252,914	252,914	61,910	191,004	24%	216,912	55,903
Operating costs	727,432	817,432	229,974	587,458	28%	629,986	138,629
Capital outlay	-	49,339	-	49,339	0%	62,589	-
	1,819,916	1,959,255	486,414	1,472,841	25%	1,593,121	384,163
Maintenance:							
Salaries	978,085	978,085	233,847	744,238	24%	746,974	203,152
Fringe benefits	392,623	392,623	94,762	297,861	24%	311,593	80,905
Operating costs	694,198	694,198	123,188	571,010	18%	632,719	117,702
Capital outlay	135,220	163,502	63,036	100,466	39%	70,505	7,196
	2,200,126	2,228,408	514,833	1,713,575	23%	1,761,791	408,955
Total Parks and Recreation	4,020,042	4,187,663	1,001,247	3,186,416	24%	3,354,912	793,118

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED SEPTEMBER 30, 2022 AND THE YEAR ENDED JUNE 30, 2022 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	September 30, 2022	Variance Positive (Negative)	% of Budget	June 30, 2022	September 30, 2021
Brunswick County Library:							
Salaries	907,098	907,098	204,249	702,849	23%	769,375	214,958
Fringe benefits	403,776	403,776	86,838	316,938	22%	321,721	85,965
Operating costs	290,050	379,096	60,513	318,583	16%	211,152	88,259
Capital outlay	-	-	-	-	na	12,387	-
	1,600,924	1,689,970	351,600	1,338,370	21%	1,314,635	389,182
Total culture and recreation	5,620,966	5,877,633	1,352,847	4,524,786	23%	4,669,547	1,182,300
Debt Service:							
Principal retirement	8,480,000	8,480,000	4,590,000	3,890,000	54%	11,321,729	4,590,000
Interest and fees	4,641,134	4,641,134	1,505,605	3,135,529	32%	5,057,723	2,479,480
Total debt service	13,121,134	13,121,134	6,095,605	7,025,529	46%	16,379,452	7,069,480
Total expenditures	236,723,498	258,202,697	60,921,808	197,280,889	24%	220,476,078	58,362,107
Revenues over (under) expenditures	7,433,018	(11,903,207)	(421,082)	11,482,125		42,057,906	1,916,563
Other Financing Sources (Uses):							
Lease liabilities issued	-	-	-	-	na	775,921	-
Issuance of long-term debt	-	-	-	-	na	11,215,000	-
Payment to escrow agent	-	-	-	-	na	(10,935,000)	-
	-	-	-	-		1,055,921	-
Transfers From Other Funds:							
Special revenue fund	-	-	-	-	na	10,000,000	-
Transfers To Other Funds:							
County cap. projects fund	-	(16,620,000)	-	16,620,000	0%	(24,238,843)	(547,741)
Emergency tel. sys. fund	-	-	-	-	na	(5,280)	-
School cap. projects fund	(8,301,170)	(8,301,170)	-	8,301,170	0%	(10,393,810)	-
	(8,301,170)	(24,921,170)	-	24,921,170	0%	(34,637,933)	(547,741)
Budgetary Financing Sources (Uses):							
Appropriated fund balance	868,152	36,824,377	-	(36,824,377)	0%	-	-
Total other financing sources (uses)	(7,433,018)	11,903,207	-	(11,903,207)		(23,582,012)	(547,741)
Net change in fund balance	$ -	$ -	(421,082)	$ (421,082)		18,475,894	1,368,822
Fund balance, beginning of year			139,670,363			121,194,469	121,194,469
Fund balance, end of year			$ 139,249,281			$ 139,670,363	$ 122,563,291

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - COUNTY CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED SEPTEMBER 30, 2022

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted Intergovernmental:				
NC Dept. of Transportation	$ 29,669,575	$ 25,502,021	$ 3,519,229	$ 29,021,250
CARES Act / American Rescue Plan	151,000	151,000	-	151,000
Investment earnings	841,170	899,554	121,281	1,020,835
Performance bonds	290,876	290,876	-	290,876
Other	350,000	349,240	-	349,240
Total revenues	31,302,621	27,192,691	3,640,510	30,833,201
Expenditures:				
General Government:				
Court House Renovation	15,372,366	14,305,673	610,514	14,916,187
Future Capital Projects	40,000,000	-	-	-
	55,372,366	14,305,673	610,514	14,916,187
Environmental protection:				
Landfill Transfer Station	5,727,000	1,897,709	1,179,280	3,076,989
Future Capital Projects	9,961,735	-	-	-
	15,688,735	1,897,709	1,179,280	3,076,989
Economic Development:				
Springlake at Maritime Shores	274,585	-	-	-
Cultural and recreation:				
Smithville Park Improvements	6,189,666	6,089,919	-	6,089,919
Brunswick Waterway Park Improvements	201,210	201,210	-	201,210
Waccamaw Multiuse Building	355,800	250,372	-	250,372
Smithville Park Improvements Phase III	500,000	17,000	-	17,000
	7,246,676	6,558,501	-	6,558,501
Transportation:				
Airport Improvements	30,688,520	26,453,345	91,732	26,545,077
Other:				
Boiling Spring Lakes	3,000,000	-	-	-
Future Capital Projects	7,130,627	-	-	-
	10,130,627	-	-	-
Total expenditures	119,401,509	49,215,228	1,881,526	51,096,754
Revenues over (under) expenditures	(88,098,888)	(22,022,537)	1,758,984	(20,263,553)
Other Financing Sources (Uses):				
Appropriated fund balance	4,805,618	-	-	-
Transfer from general fund	85,370,695	68,750,700	-	68,750,700
Transfer from cap reserve	2,216,459	2,216,458	-	2,216,458
Transfer to general fund	(4,293,884)	(4,293,884)	-	(4,293,884)
Total other financing sources (uses)	88,098,888	66,673,274	-	66,673,274
Net change in fund balance	$ -	$ 44,650,737	1,758,984	$ 46,409,721
Fund balance, beginning of year			49,475,219	
Fund balance, end of year			$ 51,234,203	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - EDUCATION CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED SEPTEMBER 30, 2022

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
NC Public Education Lottery	$ 7,082,039	$ 7,082,039	$ -	$ 7,082,039
State Rev Restricted	-	10,757	-	10,757
Investment earnings	-	432,749	53,336	486,085
Investment earnings-debt proceeds	-	1,318,471	277,516	1,595,987
Total revenues	7,082,039	8,844,016	330,852	9,174,868
Expenditures:				
Brunswick County Schools	257,724,731	160,409,968	1,680,235	162,090,203
Brunswick Community College	2,304,445	2,304,445	-	2,304,445
Total expenditures	260,029,176	162,714,413	1,680,235	164,394,648
Revenues over (under) expenditures	(252,947,137)	(153,870,397)	(1,349,383)	(155,219,780)
Other Financing Sources (Uses):				
Transfer from general fund	94,525,089	86,223,917	-	86,223,917
Transfer to general fund	(314,013)	(314,013)	-	(314,013)
Premium on bonds issued	14,618,648	8,749,217	5,869,431	14,618,648
Debt financing issued	137,565,000	91,750,000	45,815,000	137,565,000
Appropriated fund balance	6,552,413	-	-	-
Total other financing sources (uses)	252,947,137	186,409,121	51,684,431	238,093,552
Net change in fund balance	$ -	$ 32,538,724	50,335,048	$ 82,873,772
Fund balance, beginning of year			39,091,141	
Fund balance, end of year			$ 89,426,189	

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2022

	Emergency Telephone System Fund	Grant Project	ROD-Technology Enhancement Fund	American Rescue Plan Act Fund	National Opioid Settlement Fund	Total
Assets:						
Cash and cash equivalents	$ 1,390,813	$ -	$ 1,134,388	$ -	$ -	$ 2,525,201
Restricted cash and cash equivalents/investments	-	-	-	13,273,988	1,114,423	14,388,411
Total assets	1,390,813	-	1,134,388	13,273,988	1,114,423	16,913,612
Liabilities:						
Accounts payable and other liabilities	-	-	2,370	-	-	2,370
Due to other funds	-	52,797	-	-	-	52,797
Total liabilities	-	52,797	2,370	-	-	55,167
Fund Balance:						
Restricted - other	1,390,813	-	1,132,018	13,273,988	1,114,423	16,911,242
Unassigned	-	(52,797)	-	-	-	(52,797)
Total fund balances	1,390,813	(52,797)	1,132,018	13,273,988	1,114,423	16,858,445
Total liabilities, deferred inflow of resources and fund balances	$ 1,390,813	$ -	$ 1,134,388	$13,273,988	$ 1,114,423	$16,913,612

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS FOR THE PERIOD ENDED SEPTEMBER 30, 2022

	Emergency Telephone System Fund	Grant Project	ROD-Technology Enhancement Fund	American Rescue Plan Act Fund	National Opioid Settlement Fund	Total
Revenues:						
Restricted intergovernmental	$ 33,896	$ -	$ -	$ 15,204,902	$ 1,114,423	$ 16,353,221
Permits and fees	-	-	47,120	-	-	47,120
Investment earnings	3,130	-	2,435	-	-	5,565
Total revenues	37,026	-	49,555	15,204,902	1,114,423	16,405,906
Expenditures:						
General government	-	52,797	32,633	635	-	86,065
Public safety	159,599	-	-	-	-	159,599
Total expenditures	159,599	52,797	32,633	635	-	245,664
Revenues over (under) expenditures	(122,573)	(52,797)	16,922	15,204,267	1,114,423	16,160,242
Other Financing Sources:						
Transfer to water fund	-	-	-	(1,930,279)	-	(1,930,279)
Net change in fund balances	(122,573)	(52,797)	16,922	13,273,988	1,114,423	14,229,963
Fund balance, beginning of year	1,513,386	-	1,115,096	-	-	2,628,482
Fund balance, end of year	$ 1,390,813	$ (52,797)	$ 1,132,018	$ 13,273,988	$ 1,114,423	$ 16,858,445

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - EMERGENCY TELEPHONE SYSTEM FUND FOR THE PERIOD ENDED SEPTEMBER 30, 2022 AND THE YEAR ENDED JUNE 30, 2022

	Budget	September 30, 2022	Variance Positive (Negative)	June 30, 2022	September 30, 2021
Revenues:					
Restricted intergovernmental	$ 406,749	$ 33,896	$ (372,853)	$ 408,866	$ 68,144
Investment earnings	-	3,130	3,130	1,549	257
Total revenues	406,749	37,026	(369,723)	410,415	68,401
Expenditures:					
Operating costs	577,547	89,928	487,619	529,467	142,852
Capital outlay	-	69,671	(69,671)	150,408	-
Total expenditures	577,547	159,599	417,948	679,875	142,852
Revenues over (under) expenditures	(170,798)	(122,573)	48,225	(269,460)	(74,451)
Other Financing Sources (Uses):					
Transfers from general fund	-	-	-	5,280	-
Appropriated fund balance	170,798	-	(170,798)	-	-
Total other financing sources (uses)	170,798	-	(170,798)	5,280	-
Net change in fund balance	$ -	(122,573)	$ (122,573)	(264,180)	(74,451)
Fund balance, beginning of year		1,513,386		1,777,566	1,777,566
Fund balance, end of year		$ 1,390,813		$ 1,513,386	$ 1,703,115

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET TO ACTUAL - GRANT PROJECT FUND
FROM INCEPTION AND FOR THE PERIOD ENDED SEPTEMBER 30, 2022

		Actual		
	Project Authorization	Prior Years	Current Year	Total to Date
Revenues:				
Restricted Intergovernmental:				
SAMHSA FY 19-24	$ 2,000,000	$ 1,375,197	$ -	$ 1,375,197
HMPG-5 Residential Properties	1,380,527	259,531	-	259,531
Building Reuse Program	1,000,000	700,000	-	700,000
USDA Dept. of Agriculture Watershed Grant	696,443	323,755	-	323,755
NC Dept. of Agriculture Watershed Grant	147,344	98,294	-	98,294
NC Dept. of Agriculture ADFP	379,332	-	-	-
Total revenues	5,603,646	2,756,777	-	2,756,777
Expenditures:				
SAMHSA Expansion Grant FY 19-24	2,000,000	1,375,197	52,797	1,427,994
HMPG-5 Residential Properties	1,380,527	259,531	-	259,531
Pacon Manufacturing Incentive and Reuse	1,300,000	1,000,000	-	1,000,000
Watershed Grant Round 1	419,109	202,926	-	202,926
Watershed Grant Round 2	381,072	188,178	-	188,178
Watershed Grant Round 3	43,606	30,945	-	30,945
ADFP	379,332	-	-	-
Total expenditures	5,903,646	3,056,777	52,797	3,109,574
Revenues over (under) expenditures	(300,000)	(300,000)	(52,797)	(352,797)
Other Financing Sources (Uses):				
Transfers from general fund	300,000	300,000	-	300,000
Net change in fund balance	$ -	$ -	(52,797)	$ (52,797)
Fund balance, beginning of year			-	
Fund balance, end of year			$ (52,797)	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - REGISTER OF DEEDS TECHNOLOGY ENHANCEMENT FUND FOR THE PERIOD ENDED SEPTEMBER 30, 2022 AND THE YEAR ENDED JUNE 30, 2022

	Budget	September 30, 2022	Variance Positive (Negative)	June 30, 2022	September 30, 2021
Revenues:					
Permits and fees	$ 201,000	$ 47,120	$ (153,880)	$ 239,243	$ 67,710
Restricted intergovernmental	-	-	-	2,000	-
Investment earnings	5,000	2,435	(2,565)	1,121	156
Total revenues	206,000	49,555	(156,445)	242,364	67,866
Expenditures:					
General government	228,535	32,633	195,902	160,864	33,859
Revenues over (under) expenditures	(22,535)	16,922	39,457	81,500	34,007
Other Financing Sources (Uses):					
Appropriated fund balance	22,535	-	(22,535)	-	-
Net change in fund balance	$ -	16,922	$ 16,922	81,500	34,007
Fund balance, beginning of year		1,115,096		1,033,596	1,033,596
Fund balance, end of year		$ 1,132,018		$ 1,115,096	$ 1,067,603

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET TO ACTUAL - AMERICAN RESCUE PLAN ACT FUND
FROM INCEPTION AND FOR THE PERIOD ENDED SEPTEMBER 30, 2022

		Actual		
	Project Authorization	Prior Years	Current Year	Total to Date
Revenues:				
Restricted Intergovernmental:				
American Rescue Plan	$ 27,741,111	$ 12,536,208	$ 15,204,902	$ 27,741,110
Total revenues	27,741,111	12,536,208	15,204,902	27,741,110
Expenditures:				
General Government:				
Direct administrative costs	5,000	425	635	1,060
Human Services:				
Premium pay	2,545,000	2,408,795	-	2,408,795
Cultural and recreation:				
Parks and recreation	2,000,000	-	-	-
Environmental Services:				
Lead & Copper project	1,400,000	-	-	-
Other:				
Unassigned	4,791,110	-	-	-
Total expenditures	10,741,110	2,409,220	635	2,409,855
Revenues over (under) expenditures	17,000,001	10,126,988	15,204,267	25,331,255
Other Financing Sources (Uses):				
Transfers to general fund	(10,000,000)	(10,000,000)	-	(10,000,000)
Transfers to water fund	(1,930,280)	-	(1,930,279)	(1,930,279)
Transfers to wastewater fund	(5,069,721)	(126,988)	-	(126,988)
Total other financing sources (uses)	(17,000,001)	(10,126,988)	(1,930,279)	(12,057,267)
Net change in fund balance	$ -	$ -	13,273,988	$ 13,273,988
Fund balance, beginning of year			-	
Fund balance, end of year			$ 13,273,988	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET TO ACTUAL - NATIONAL OPIOID SETTLEMENT FUND
FROM INCEPTION AND FOR THE PERIOD ENDED SEPTEMBER 30, 2022

		Actual		
	Project Authorization	Prior Years	Current Year	Total to Date
Revenues:				
Restricted Intergovernmental:				
National Opioid Settlement Fund	$ 13,609,604	$ -	$ 1,114,423	$ 1,114,423
Total revenues	13,609,604	-	1,114,423	1,114,423
Expenditures:				
Other:				
Unassigned	13,609,604	-	-	-
Total expenditures	13,609,604	-	-	-
Net change in fund balance	$ -	$ -	1,114,423	$ 1,114,423
Fund balance, beginning of year			-	
Fund balance, end of year			$ 1,114,423	

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WATER FUND (NON-GAAP)
SEPTEMBER 30, 2022

	Water Fund	Water Capital Projects	Total
Current Assets:			
Cash, cash equivalents and investments	$ 46,319,376	$ 11,252,592	$ 57,571,968
Restricted cash	3,725,017	74,737,753	78,462,770
Interest receivable	3,513	-	3,513
Receivables and special assessments, net	6,166,191	-	6,166,191
Current portion of lease receivable	194,496	-	194,496
Due from other governmental agencies	675,599	1,186,322	1,861,921
Inventories	1,948,630	-	1,948,630
Total current assets	59,032,822	87,176,667	146,209,489
Current Liabilities:			
Accounts payable and other liabilities	218,864	-	218,864
Customer deposits	2,381,968	-	2,381,968
Interest payable	1,771,076	-	1,771,076
Current portion of debt	5,705,016	-	5,705,016
Total current liabilities	10,076,924	-	10,076,924
Expendable net positon	**48,955,898**	**87,176,667**	**136,132,565**
Noncurrent Items:			
Lease receivable	2,052,660	-	2,052,660
Non-depreciable capital assets	131,293,403	-	131,293,403
Depreciable capital assets, net	148,668,212	-	148,668,212
Right to use leased asset, net of amortization	1,754,305	-	1,754,305
Deferred outflow	4,090,397	-	4,090,397
Net pension liability	(901,097)	-	(901,097)
Compensated absences	(527,954)	-	(527,954)
Total other post-employment liability	(15,125,143)	-	(15,125,143)
Non-current portion of debt	(207,924,271)	-	(207,924,271)
Deferred inflow	(4,589,757)	-	(4,589,757)
Total net positon	$ 107,746,653	$ 87,176,667	$ 194,923,320

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WATER SYSTEM OPERATING FUND (NON-GAAP)
FOR THE PERIOD ENDED SEPTEMBER 30, 2022 AND THE YEAR ENDED JUNE 30, 2022
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR

	Original Budget	Current Budget	September 30, 2022	Variance Positive (Negative)	% of Budget	June 30, 2022	September 30, 2021
Revenues:							
User charges	$ 34,108,725	$ 34,108,725	$ 14,446,478	$(19,662,247)	42%	$ 37,572,387	$ 8,762,638
Restricted intergovernmental	-	-	-	-	na	22,738	-
Investment earnings	40,000	40,000	97,675	57,675	244%	46,128	6,367
Other	860,917	988,517	70,901	(917,616)	7%	3,351,407	92,339
Total revenues	35,009,642	35,137,242	14,615,054	(20,522,188)	42%	40,992,660	8,861,344
Expenditures:							
Salaries	6,718,404	6,821,454	1,461,062	5,360,392	21%	5,403,841	1,490,025
Fringe benefits	3,148,815	3,194,868	823,965	2,370,903	26%	2,564,753	658,867
Operating expenditures	8,830,742	9,582,580	2,633,570	6,949,010	27%	8,116,933	2,129,657
Repairs and maintenance	2,682,273	3,183,134	616,933	2,566,201	19%	5,294,529	796,813
Capital outlay	2,091,000	3,089,438	294,844	2,794,594	10%	4,018,506	547,550
Debt Service:							
Principal	4,941,828	4,941,828	-	4,941,828	0%	1,913,147	-
Interest	7,009,326	7,009,326	44,075	6,965,251	1%	1,314,239	47,775
Total expenditures	35,422,388	37,822,628	5,874,449	31,948,179	16%	28,625,948	5,670,687
Revenues over (under) expenditures	(412,746)	(2,685,386)	8,740,605	11,425,991	-325%	12,366,712	3,190,657
Other Financing Sources (Uses):							
Lease liabilities issued	-	-	-	-	na	1,798,160	-
Transfer to water capital project fund	(1,000,000)	(1,000,000)	(1,000,000)	-	100%	(7,861,000)	(741,000)
Claims settlement	-	-	-	-	na	(147,382)	-
Appropriated net positon	1,412,746	3,685,386	-	(3,685,386)	0%	-	-
Total other fin. sources (uses)	412,746	2,685,386	(1,000,000)	(3,685,386)	-37%	(6,210,222)	(741,000)
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ -	$ 7,740,605	$ 7,740,605		$ 6,156,490	$ 2,449,657

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL -
WATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED SEPTEMBER 30, 2022

		Actual		
	Project Budget	Prior Year	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	$ 2,218,967	$ -	$ 1,991,222	$ 1,991,222
Investment earnings	120,276	179,883	21,443	201,326
Investment earnings-debt proceeds	-	338,901	312,452	651,353
Assessments	39,495	39,495	-	39,495
Penalties and interest assessments	13,229	13,229	-	13,229
Other	1,991,221	-	-	-
Total revenues	4,383,188	571,508	2,325,117	2,896,625
Expenditures:				
Southeast Water Tank	3,972,050	50,550	-	50,550
FY16 Water Mains Top 7 and Apollo	1,773,285	1,731,757	-	1,731,757
Raw Water Mains Project	28,683,127	26,028,268	278	26,028,546
Shallotte Transmission Main	6,123,000	5,595,653	35,224	5,630,877
NW Plant Treatment Expansion 12MGD	168,321,390	97,304,518	1,418,035	98,722,553
74-76 Mintz Dr. to Old Maco	105,000	100,494	-	100,494
74-76 Industrial Park Water Main	1,727,715	1,366,347	-	1,366,347
Navassa Water System Rehabilitation	2,263,347	38,395	43,437	81,832
Utility Operations Center	1,100,000	49,040	10,248	59,288
Total expenditures	214,068,914	132,265,022	1,507,222	133,772,244
Revenues over (under) expenditures	(209,685,726)	(131,693,514)	817,895	(130,875,619)
Other Financing Sources (Uses):				
Long term debt issued	178,600,000	178,600,000	-	178,600,000
Bond premium	17,428,317	17,428,317	-	17,428,317
Transfers from water fund	19,291,970	18,291,982	1,000,000	19,291,982
Transfers from special revenue	1,930,279	-	1,930,279	1,930,279
Transfers to water fund	(985,770)	(985,770)	-	(985,770)
Future capital projects	(8,362,567)	-	-	-
Appropriated fund balance	1,783,497	-	-	-
Total other financing sources (uses)	209,685,726	213,334,529	2,930,279	216,264,808
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ 81,641,015	$ 3,748,174	$ 85,389,189

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WASTEWATER FUND (NON-GAAP)
SEPTEMBER 30, 2022

	Wastewater Fund	Wastewater Capital Projects	Total
Current Assets:			
Cash and cash equivalents/investments	$ 32,054,921	$ 6,624,972	$ 38,679,893
Restricted cash	3,089,710	3,182,404	6,272,114
Receivables and special assessments, net	5,580,350	-	5,580,350
Due from other governmental agencies	212,712	172,067	384,779
Inventories	208,187	-	208,187
Total current assets	41,145,880	9,979,443	51,125,323
Current Liabilities:			
Accounts payable and other liabilities	108,814	299,587	408,401
Interest payable	925,582	-	925,582
Current portion of debt	9,765,532	-	9,765,532
Total current liabilities	10,799,928	299,587	11,099,515
Expendable net positon	**30,345,952**	**9,679,856**	**40,025,808**
Noncurrent Items:			
Non-depreciable capital assets	48,132,569	-	48,132,569
Depreciable capital assets, net	222,463,752	-	222,463,752
Deferred outflow	2,275,715	-	2,275,715
Net pension liability	(482,416)	-	(482,416)
Compensated absences	(243,227)	-	(243,227)
Total other post-employment liability	(8,409,951)	-	(8,409,951)
Non-current portion of debt	(96,172,166)	-	(96,172,166)
Deferred inflow	(1,374,613)	-	(1,374,613)
Total net positon	$ 196,535,615	$ 9,679,856	$ 206,215,471

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WASTEWATER FUND (NON-GAAP)
FOR THE PERIOD ENDED SEPTEMBER 30, 2022 AND THE YEAR ENDED JUNE 30, 2022
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR

	Original Budget	Current Budget	September 30, 2022	Variance Positive (Negative)	% of Budget	June 30, 2022	September 30, 2021
Revenues:							
User charges	$ 29,057,700	$ 29,057,700	$ 8,712,112	$(20,345,588)	30%	$ 41,447,652	$ 9,249,488
Investment earnings	20,000	20,000	70,604	50,604	353%	38,187	4,707
Restricted intergovernmental	-	-	-	-	na	2,670	-
Other	240,000	240,000	35,986	(204,014)	15%	114,319	22,206
Total revenues	29,317,700	29,317,700	8,818,702	(20,498,998)	30%	41,602,828	9,276,401
Expenditures:							
Salaries	4,169,036	4,169,036	845,987	3,323,049	20%	3,002,857	815,800
Fringe benefits	1,953,046	1,953,046	518,564	1,434,482	27%	1,391,379	358,384
Operating expenditures	5,228,638	5,499,807	1,233,641	4,266,166	22%	5,056,811	1,282,838
Repairs and maintenance	1,959,000	2,308,788	492,639	1,816,149	21%	1,720,234	290,667
Capital outlay	3,956,250	5,513,496	1,004,733	4,508,763	18%	3,692,441	409,798
Debt Service:							
Principal	9,093,811	9,093,811	687,250	8,406,561	8%	10,917,998	1,739,848
Interest	3,758,649	3,758,649	9,303	3,749,346	0%	4,131,803	21,323
Total expenditures	30,118,430	32,296,633	4,792,117	27,504,516	15%	29,913,523	4,918,658
Revenues over (under) expenditures	(800,730)	(2,978,933)	4,026,585	7,005,518	-135%	11,689,305	4,357,743
Other Financing Sources (Uses):							
Transfer to wastewater capital project	(372,000)	(372,000)	(372,000)	-	100%	(6,667,143)	(2,667,143)
Transfer from wastewater capital project	410,500	410,500	410,500	-	100%	375,000	190,985
Transfer from Special Revenue Fund	-	-	-	-	na	126,988	-
Claims settlement	-	-	-	-	na	(339,227)	-
Appropriated net positon	762,230	2,940,433	-	(2,940,433)	0%	-	-
Total other fin. sources (uses)	800,730	2,978,933	38,500	(2,940,433)	1%	(6,504,382)	(2,476,158)
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ -	$ 4,065,085	$ 4,065,085		$ 5,184,923	$ 1,881,585

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
WASTEWATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED SEPTEMBER 30, 2022

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	$ 2,852,818	$ -	$ -	$ -
Investment earnings	169,754	173,935	13,201	187,136
Investment earnings-debt proceeds	-	423,879	16,431	440,310
Assessments	557,053	557,053	-	557,053
SAD interest and penalties	99,017	102,511	-	102,511
West Brunswick Regional WWTP Southport Contribution	2,642,000	-	-	-
Total revenues	6,320,642	1,257,378	29,632	1,287,010
Expenditures:				
WBRWWTF Expansion Southport	2,577,082	1,778,622	3,750	1,782,372
NEBRWWTP Expansion	46,472,668	43,793,777	-	43,793,777
NEBRWWTP East Transmission Main	3,616,997	3,354,560	33	3,354,593
NEBRWWTP WestTransmission Main	2,891,839	2,632,903	26	2,632,929
Ocean Ridge Reclaimed Water Main	1,876,000	105,400	-	105,400
Sea Trail WWTP	1,010,000	104,690	4,750	109,440
Navassa Watewater System Rehabilitation	2,852,818	207,903	23,888	231,791
OIB WWTP Centralize-Rehab ARPA	5,483,112	-	-	-
Total expenditures	66,780,516	51,977,855	32,447	52,010,302
Revenues over (under) expenditures	(60,459,874)	(50,720,477)	(2,815)	(50,723,292)
Other Financing Sources (Uses):				
Long term debt issued	44,980,000	44,980,000	-	44,980,000
Bond premium	7,243,807	7,243,807	-	7,243,807
Transfer from wastewater fund	13,106,785	12,734,789	372,000	13,106,789
Transfer to wastewater fund	(9,453,774)	(9,043,274)	(410,500)	(9,453,774)
Transfer from special revenue fund	4,942,733	-	-	-
Future capital projects	(4,540,273)	-	-	-
Appropriated fund balance	4,180,596	-	-	-
Total other financing sources (uses)	60,459,874	55,915,322	(38,500)	55,876,822
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ 5,194,845	$ (41,315)	$ 5,153,530

Cash and Investments

A Summary of Cash and Investments is presented on the Brunswick County Government website as of September 30, 2022. It reports that the County had $313.4 million of unrestricted cash and investments in all funds including those accruing for outside agencies that the county performs collections plus $163.6 million of capital project restricted cash from debt proceeds, ARPA, and Opioid funds. All cash and investments are earning an average yield of 1.79%.

BRUNSWICK COUNTY
SUMMARY OF CASH AND INVESTMENTS
AS OF SEPTEMBER 30, 2022

	Purchase Date	Maturity Date	Book Value	Total Book Value	% of Portfolio	Yield
Unrestricted Cash and Investments						
Checking & Petty Cash						
Petty Cash			$ 6,300			0.00%
Truist			42,678,140			0.00%
Total Checking & Petty Cash				$ 42,684,440	9%	
Money Markets / Savings						
Truist Money Rate Savings			174,437,874			1.93%
JP Morgan Chase Savings			10,006,847			0.05%
Truist Money Market			5,071,786			1.93%
Total Money Markets / Savings				$ 189,516,507	40%	
Certificates of Deposit / CDARS						
First Bank	3/28/21	9/28/22	21,320,990			0.30%
Total Certificates of Deposit / CDARS				$ 21,320,990	4%	
NC Capital Management Trust - Government Portfolio				$ 59,912,817	13%	2.42%
Total Unrestricted Cash and Investments				**$ 313,434,753**		
Restricted Cash and Investments						
Bond Proceeds & Debt Reserve Fund						
NC Capital Management Trust-Government Portfolio			$ 146,299,391		31%	2.42%
Truist General Fund Restricted						
Restricted for Revaluation			214,566		0%	0.00%
Restricted for Holden Beach Debt			1,343,880		1%	0.00%
Restricted for ARP Funds			15,204,903		3%	0.00%
Restricted for Opioid Funds			522,875		0%	0.00%
Total Restricted Cash and Investments				**$ 163,585,615**		
Grand Total All Cash and Investments				**$ 477,020,368**	**100%**	**1.79%**

Cash Balances:	
General Fund	**$ 130,897,427**
County Capital Reserve Fund	**44,133,977**
School Capital Projects Fund	**23,715,695**
Water Fund	**48,701,354**
Water Capital Reserve Fund	**9,419,957**
Wastewater Fund	**32,054,932**
Wastewater Capital Reserve Fund	**8,753,242**

Key Indicators of Revenues and Expenditures

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

County of Brunswick
Ad Valorem and Motor Vehicle Tax Revenues

PRIOR YEARS AD VALOREM TAX REVENUE

Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	377,089	414,438	297,635	401,391	156,196		230,398	48%	
Aug	420,293	345,102	270,439	176,083	123,100		161,927	32%	
Sept	419,816	269,452	205,209	197,004	76,789		104,378	36%	
Oct	207,830	315,241	168,570	168,939	558,293				
Nov	235,025	244,032	268,715	198,542	138,898				
Dec	203,220	412,058	190,359	287,344	154,099				
Jan	189,817	214,920	293,817	213,357	136,703				
Feb	337,199	258,244	317,056	263,765	171,058				
Mar	378,028	288,344	194,186	669,482	199,382				
Apr	307,480	155,194	168,582	502,933	123,949				
May	218,586	135,962	122,872	151,238	91,401				
June	257,695	167,843	155,982	136,142	14,281				
Total	3,552,078	3,220,830	2,653,422	3,366,220	1,944,149	2,200,000	496,703		23%

CURRENT YEAR AD VALOREM TAX REVENUE

Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	5,141,356	7,655,126	8,464,387	11,426,822	15,056,407		12,283,674	-18%	
Aug	14,003,220	13,213,303	15,145,908	14,811,590	16,051,515		17,481,697	9%	
Sept	6,763,894	5,259,838	7,225,241	9,666,084	9,106,994		9,956,783	9%	
Oct	17,631,294	10,487,256	12,078,923	6,344,889	5,442,700				
Nov	17,678,530	28,069,669	30,675,338	37,436,947	41,436,883				
Dec	20,728,131	19,916,780	28,966,741	28,595,685	27,571,885				
Jan	26,045,100	26,931,609	23,866,807	22,854,561	22,239,840				
Feb	2,100,604	2,490,412	2,522,834	2,696,145	2,815,008				
Mar	928,997	1,078,484	795,566	1,191,240	1,054,789				
Apr	533,520	572,320	440,218	643,060	427,385				
May	588,170	331,238	377,697	255,033	265,028				
June	396,426	261,232	387,011	251,167	282,257				
Total	112,539,242	116,267,267	130,946,671	136,173,223	141,750,691	142,704,442	39,722,154		28%

CURRENT YEAR MOTOR VEHICLE TAX REVENUE

Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	611,857	671,914	735,512	865,948	876,340		992,974	13%	
Aug	652,753	723,623	697,838	792,070	935,244		1,065,441	14%	
Sept	542,846	448,121	540,459	837,937	862,853				
Oct	544,226	666,358	707,908	822,381	857,819				
Nov	499,198	576,498	706,266	633,461	768,089				
Dec	501,030	543,041	675,364	746,091	760,090				
Jan	557,142	685,653	729,042	785,852	827,015				
Feb	572,728	600,556	632,979	746,426	749,277				
Mar	631,825	665,643	668,762	895,846	918,513				
Apr	624,293	676,850	600,272	828,566	914,981				
May	634,860	709,996	640,499	763,799	832,647				
June	651,911	709,693	691,320	902,685	998,939				
Total	7,024,669	7,677,946	8,026,221	9,621,062	10,301,807	8,245,000	2,058,415		25%

County of Brunswick
Local Option Sales Tax Revenues

ARTICLE 39 SALES TAX REVENUE 1% (POINT OF DELIVERY) (100000-323100)									
Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	1,049,718	1,252,130	1,373,725	1,553,767	1,829,967		1,999,307	9%	
Aug	1,289,737	1,329,792	1,425,459	1,612,392	2,035,059				
Sept	978,445	938,675	1,173,168	1,328,479	1,581,054				
Oct	864,937	680,715	734,132	1,191,688	1,133,627				
Nov	767,798	871,829	935,348	1,090,992	1,289,847				
Dec	698,356	576,321	790,721	1,048,030	1,235,291				
Jan	558,342	775,353	820,652	778,802	1,225,236				
Feb	613,581	755,861	773,827	1,049,687	1,195,823				
Mar	547,868	746,104	759,800	963,956	1,272,097				
Apr	800,559	917,784	910,261	1,396,420	1,592,559				
May	794,102	966,306	892,802	1,414,226	1,769,702				
June	910,785	1,041,564	1,186,228	1,535,496	1,714,515				
Total	9,874,229	10,852,434	11,776,122	14,963,935	17,874,777	17,013,236	1,999,307		12%

ARTICLE 40 SALES TAX REVENUE 1/2% (PER CAPITA) 30% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE (100000-323201,323202)									
Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	631,075	703,995	750,371	858,173	998,072		1,058,346	6%	
Aug	596,047	601,502	712,368	808,739	974,190				
Sept	597,606	646,891	734,652	767,789	874,251				
Oct	614,008	639,392	704,618	813,391	872,448				
Nov	562,350	635,351	731,594	796,614	868,219				
Dec	636,108	692,311	725,423	832,617	933,293				
Jan	699,734	736,094	769,355	948,734	1,050,288				
Feb	527,845	561,192	627,025	800,730	795,870				
Mar	512,954	577,546	636,198	668,723	774,810				
Apr	658,044	749,898	721,696	959,211	1,004,221				
May	607,640	697,346	625,357	897,180	991,148				
June	660,846	722,096	717,955	895,965	979,569				
Total	7,304,257	7,963,614	8,456,612	10,047,866	11,116,379	11,116,347	1,058,346		10%

ARTICLE 42 SALES TAX REVENUE 1/2% (POINT OF DELIVERY) (APPROXIMATELY 60% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE) (100000-323301, 323302)									
Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	673,530	789,002	860,370	977,927	1,152,200		1,253,113	9%	
Aug	766,949	788,633	868,474	986,372	1,234,716				
Sept	631,968	632,656	767,824	851,555	1,004,721				
Oct	588,455	517,955	565,888	808,230	807,127				
Nov	527,365	599,197	662,923	757,703	875,087				
Dec	522,056	488,465	597,475	750,922	872,924				
Jan	482,885	591,453	625,627	674,196	910,117				
Feb	448,839	522,450	556,763	742,219	808,670				
Mar	414,149	525,003	553,242	657,337	833,200				
Apr	575,072	658,475	650,981	947,531	1,054,670				
May	554,566	661,360	608,865	933,024	1,102,069				
June	622,799	701,865	769,351	987,088	1,123,843				
Total	6,808,632	7,476,514	8,087,784	10,074,104	11,779,344	11,433,651	1,253,113		11%

Note: Sales Taxes are 2 months behind in reporting.

County of Brunswick
Occupancy Tax Revenues

Occupancy Tax County and Municipal (104930-327000 and -327001)									
Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	354,812	458,624	431,392	294,802	361,370		583,683	62%	
Aug	302,684	78,606	242,265	468,661	777,338		419,280	-46%	
Sept	206,775	335,404	215,488	261,168	296,598				
Oct	41,724	71,490	71,643	117,150	221,412				
Nov	49,419	37,420	52,189	124,681	97,620				
Dec	25,730	52,499	40,899	41,634	73,178				
Jan	29,151	33,004	36,395	52,627	104,408				
Feb	31,404	36,711	40,439	75,053	106,036				
Mar	41,682	48,766	24,387	108,028	129,266				
Apr	80,581	60,920	19,599	148,504	145,757				
May	110,150	138,430	74,613	266,926	245,642				
June	320,356	376,807	418,691	377,840	567,092				
Prior Year's Adj*					(329,842)		329,842		
Total	1,594,467	1,728,681	1,667,999	2,337,074	2,795,875	2,100,000	1,332,805		63%

*Prior Year Adjustment is for June Collections recognized in 2022-23.

County of Brunswick
Water Fund Revenues

WATER RETAIL SALES REVENUE (617110-371316)									
Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	469,373	505,818	591,725	523,514	638,302		954,982	50%	
Aug	598,346	550,056	600,391	670,354	619,526		961,468	55%	
Sept	509,091	483,455	557,746	602,195	601,695		914,063	52%	
Oct	436,731	468,436	505,182	545,696	579,452				
Nov	400,272	395,448	547,927	473,672	497,307				
Dec	401,470	360,250	412,440	448,165	475,329				
Jan	330,727	345,037	396,758	392,757	414,258				
Feb	424,539	344,991	383,230	399,325	598,746				
Mar	338,275	368,390	330,184	370,313	590,229				
Apr	323,228	295,003	349,132	377,533	566,832				
May	404,362	397,617	405,038	485,547	682,608				
June	458,544	576,215	457,978	672,352	1,121,727				
Total	5,094,958	5,090,716	5,537,731	5,961,423	7,386,011	8,800,000	2,830,513		32%

IRRIGATION REVENUE (617110-371319)									
Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	303,891	272,157	499,622	377,696	594,454		861,322	45%	
Aug	364,814	318,911	553,720	382,832	509,510		861,803	69%	
Sept	341,474	241,677	540,455	472,949	444,272		800,632	80%	
Oct	245,944	316,475	468,263	425,114	491,882				
Nov	230,786	171,308	480,292	318,977	403,743				
Dec	194,433	137,776	288,809	236,541	278,462				
Jan	75,964	44,935	54,445	78,562	94,617				
Feb	42,193	12,900	21,440	51,705	50,000				
Mar	26,984	10,834	15,547	14,079	28,298				
Apr	25,042	20,209	25,833	25,970	65,909				
May	80,405	91,368	136,556	178,763	244,318				
June	171,484	547,092	179,548	747,018	936,973				
Total	2,103,414	2,185,642	3,264,530	3,310,206	4,142,438	4,000,000	2,523,757		63%

WATER WHOLESALE REVENUE (617110-371317)									
Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	502,369	648,595	706,223	680,405	700,573		1,464,537	109%	
Aug	739,238	657,834	829,608	788,526	779,585		1,346,789	73%	
Sept	580,350	714,447	714,837	656,650	685,362		1,350,481	97%	
Oct	439,291	391,422	624,590	614,944	636,257				
Nov	468,542	452,905	597,115	547,120	582,970				
Dec	415,210	401,300	420,180	437,859	458,037				
Jan	461,637	300,896	378,791	378,543	407,354				
Feb	254,055	329,861	346,753	352,029	693,466				
Mar	297,083	304,562	320,726	322,327	616,930				
Apr	374,571	356,824	391,888	413,198	763,631				
May	399,036	442,050	463,838	577,579	956,931				
June	625,328	794,773	582,778	862,466	2,015,597				
Total	5,556,710	5,795,469	6,377,327	6,631,646	9,296,693	6,600,000	4,161,807		63%

County of Brunswick
Water Fund Revenues

WATER INDUSTRIAL REVENUE (617110-371318)									
Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	171,810	220,490	189,253	182,261	132,784		231,327	74%	
Aug	242,014	216,454	206,096	203,154	139,641		220,393	58%	
Sept	227,218	234,523	206,417	175,903	144,874		159,669	10%	
Oct	208,907	112,229	184,682	196,762	141,426				
Nov	213,605	190,551	215,263	196,202	137,448				
Dec	181,314	194,601	133,730	183,074	134,226				
Jan	209,780	129,208	75,047	195,035	155,502				
Feb	145,744	169,457	330,804	173,101	231,392				
Mar	162,151	160,850	125,412	160,942	211,038				
Apr	200,376	138,655	203,438	160,584	252,553				
May	182,242	171,195	187,763	144,910	204,034				
June	250,422	166,681	187,056	89,875	311,320				
Total	2,395,583	2,104,894	2,244,961	2,061,803	2,196,238	1,300,000	611,389		47%

WATER BASE SERVICE CHARGE REVENUE (617110-371308)									
Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	487,562	504,765	525,317	546,494	575,137		807,201	40%	
Aug	489,608	507,711	524,696	459,642	575,421		809,270	41%	
Sept	490,840	508,083	526,261	640,453	578,955		810,660	40%	
Oct	493,066	512,632	528,995	553,211	581,069				
Nov	494,282	512,064	526,349	554,711	583,483				
Dec	495,252	513,738	529,100	553,984	585,704				
Jan	496,679	514,422	529,586	557,207	588,030				
Feb	498,450	515,996	525,462	561,584	782,609				
Mar	501,888	517,084	540,691	563,664	788,480				
Apr	500,982	518,320	536,522	563,388	794,338				
May	505,223	521,211	541,995	568,672	796,728				
June	522,511	542,329	565,179	600,089	1,034,893				
Total	5,976,343	6,188,355	6,400,153	6,723,099	8,264,847	9,500,000	2,427,131		26%

IRRIGATION BASE SERVICE CHARGE REVENUE (617110-371321)									
Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	-	-	-	-	-		64,892	n/a	
Aug	-	-	-	-	-		64,926	n/a	
Sept	-	-	-	-	-		65,055	n/a	
Oct	-	-	-	-	-				
Nov	-	-	-	-	-				
Dec	-	-	-	-	-				
Jan	-	-	-	-	-				
Feb	-	-	-	-	64,611				
Mar	-	-	-	-	64,589				
Apr	-	-	-	-	64,901				
May	-	-	-	-	65,009				
June	-	-	-	-	65,147				
Total	-	-	-	-	324,257	800,000	194,873		24%

County of Brunswick
Water Fund Revenues

WATER TAPS AND CONNECTION REVENUE (617180-371305)									
Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	83,631	98,990	92,524	104,217	153,239		236,564	54%	
Aug	104,621	97,268	83,810	136,856	104,490		378,040	262%	
Sept	81,193	43,844	82,803	115,699	128,425		345,547	169%	
Oct	91,599	86,568	94,890	112,961	144,645				
Nov	99,482	73,282	73,114	119,892	114,000				
Dec	54,196	61,096	83,464	95,350	161,592				
Jan	74,470	88,359	75,364	162,630	189,977				
Feb	65,659	111,682	140,452	99,798	220,811				
Mar	143,953	103,540	89,886	131,460	195,026				
Apr	79,001	120,681	55,484	197,615	207,079				
May	97,222	105,635	64,074	165,457	155,292				
June	88,973	106,785	64,804	244,050	227,687				
Prior Year's Adj			(160,000)						
Total	1,064,000	1,097,730	1,000,669	1,685,985	2,002,263	1,810,000	960,151		53%

WATER CAPITAL RECOVERY REVENUE (619100-371404)									
Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	82,749	167,036	121,501	137,818	115,147		99,548	-14%	
Aug	120,522	155,663	85,320	103,863	86,778		142,434	64%	
Sept	114,051	45,363	85,192	119,232	200,990		175,071	-13%	
Oct	83,126	89,233	187,338	100,884	234,397				
Nov	128,155	84,568	81,404	125,863	151,864				
Dec	40,491	65,826	98,693	141,178	209,879				
Jan	70,156	80,237	212,681	195,284	285,479				
Feb	43,033	108,298	126,263	152,086	269,534				
Mar	142,979	126,088	144,952	315,248	316,028				
Apr	78,156	136,336	54,925	247,599	234,118				
May	93,189	108,079	53,432	198,315	192,905				
June	111,500	112,809	173,356	296,071	302,787				
Total	1,108,107	1,279,536	1,425,057	2,133,441	2,599,906	688,800	417,053		61%

WATER TRANSMISSION LINE REVENUE (619800-371309)									
Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	34,402	55,946	39,806	51,532	39,887		33,644	-16%	
Aug	42,390	39,850	31,354	39,432	29,456		48,126	63%	
Sept	42,063	18,567	31,475	44,492	70,088		59,437	-15%	
Oct	33,713	35,876	65,131	38,196	79,399				
Nov	52,512	32,990	29,678	46,531	51,324				
Dec	23,427	25,114	36,150	47,704	71,221				
Jan	28,493	36,370	77,458	64,031	96,438				
Feb	24,480	44,692	58,888	51,372	91,091				
Mar	53,897	41,813	54,147	106,302	107,069				
Apr	33,669	50,545	23,926	83,656	79,116				
May	35,926	38,462	23,723	67,045	65,195				
June	40,209	40,830	63,536	99,226	93,605				
Total	445,181	461,055	535,272	739,519	873,889	232,000	141,207		61%

County of Brunswick
Wastewater Fund Revenues

WASTEWATER RETAIL SALES REVENUE (627210-371405)									
Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	805,054	872,549	1,033,355	1,178,919	1,301,977		1,239,405	-5%	
Aug	933,343	918,675	1,063,547	1,153,679	1,208,219		1,261,971	4%	
Sept	835,710	889,327	1,038,172	1,143,466	1,212,544		1,241,084	2%	
Oct	813,375	848,410	1,016,846	1,105,444	1,210,002				
Nov	792,739	834,354	1,120,192	1,062,364	1,151,381				
Dec	801,946	827,199	839,603	1,067,872	1,116,741				
Jan	778,549	823,964	982,576	1,028,993	1,108,287				
Feb	835,392	825,743	957,436	1,052,992	1,108,418				
Mar	776,766	823,196	939,142	1,058,857	1,087,823				
Apr	786,370	825,562	963,854	1,046,991	1,106,713				
May	826,002	940,447	968,081	1,084,887	1,150,097				
June	905,605	1,157,941	1,126,957	1,302,838	1,164,261				
Total	9,890,851	10,587,367	12,049,761	13,287,302	13,926,463	14,000,000	3,742,460		27%

WASTEWATER TAPS & CONNECTIONS REVENUE (627220-371402)									
Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	108,000	216,000	227,406	262,361	301,000		142,167	-53%	
Aug	133,000	202,100	158,000	199,361	200,650		248,000	24%	
Sept	95,750	80,000	133,000	187,027	453,500		192,000	-58%	
Oct	185,275	156,000	221,000	151,600	298,000				
Nov	210,480	92,000	104,575	214,583	232,000				
Dec	84,000	131,900	252,000	267,888	285,500				
Jan	113,840	209,000	163,712	317,301	561,000				
Feb	97,250	121,000	236,980	306,000	565,000				
Mar	276,486	205,000	144,478	196,958	456,000				
Apr	168,614	156,000	195,285	409,525	363,000				
May	140,000	218,658	163,993	394,000	596,000				
June	132,000	224,000	109,800	283,084	494,775				
Total	1,744,695	2,011,658	2,110,229	3,189,688	4,806,425	2,000,000	582,167		29%

WASTEWATER CAPITAL RECOVERY REVENUE (629100-371404)									
Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	219,750	452,432	262,301	403,076	535,573		217,858	-59%	
Aug	402,208	287,165	242,580	324,206	328,016		330,864	1%	
Sept	337,302	120,331	206,331	365,057	528,580		443,018	-16%	
Oct	268,123	269,318	548,140	294,779	673,369				
Nov	392,249	125,062	226,861	398,706	372,000				
Dec	186,084	173,249	261,012	363,938	510,001				
Jan	218,124	289,652	230,092	522,147	836,727				
Feb	134,813	320,135	405,333	372,289	793,311				
Mar	411,900	296,269	414,943	480,805	812,218				
Apr	271,541	355,535	158,173	621,016	632,175				
May	313,000	274,019	139,759	549,395	580,145				
June	259,250	276,101	168,900	865,519	755,856				
Total	3,414,344	3,239,268	3,264,425	5,560,933	7,357,971	600,000	991,740		165%

County of Brunswick
Wastewater Fund Revenues

WASTEWATER TRANSMISSION LINE FEES (629800-371309)									
Month	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ANNUAL BUDGET 2022-23	ACTUAL 2022-23	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	69,520	149,044	86,684	130,012	184,673		71,881	-61%	
Aug	104,289	90,413	73,566	101,360	107,681		110,180	2%	
Sept	107,773	39,518	64,381	120,738	241,031		150,528	-38%	
Oct	75,363	86,302	180,566	94,263	216,268				
Nov	122,632	39,649	74,453	130,869	121,212				
Dec	52,692	54,696	91,528	119,197	170,830				
Jan	68,707	95,136	75,597	174,506	277,306				
Feb	49,027	104,837	199,392	124,639	265,516				
Mar	133,296	97,992	138,568	157,783	269,138				
Apr	83,511	121,059	51,437	205,472	211,515				
May	98,665	91,916	46,534	181,950	193,189				
June	78,581	88,282	60,775	274,391	252,334				
Total	1,044,056	1,058,844	1,143,481	1,815,180	2,510,693	200,000	332,589		166%

County of Brunswick
Water and Wastewater Number of Customers

NUMBER OF WATER RETAIL CUSTOMERS								
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ACTUAL 2022-23	Change
July	38,912	40,199	41,676	42,979	44,682	47,397	50,285	190
Aug	39,036	40,345	41,855	43,169	45,244	47,622	50,398	113
Sept	39,155	40,518	41,896	43,258	45,380	47,829		
Oct	39,238	40,581	41,973	43,338	45,517	48,033		
Nov	39,338	40,758	42,186	43,460	45,726	48,207		
Dec	39,466	40,908	42,291	43,632	45,914	48,387		
Jan	39,573	40,982	42,379	43,703	46,090	48,689		
Feb	39,690	41,094	42,466	44,122	46,277	48,994		
Mar	39,736	41,248	42,481	44,248	46,412	49,284		
Apr	39,894	41,365	42,647	44,345	46,675	49,575		
May	39,998	41,402	42,725	44,443	46,872	49,820		
June	40,101	41,557	42,934	44,583	47,127	50,095		
Average	39,511	40,913	42,292	43,773	45,993	48,661	50,342	303

NUMBER OF WASTEWATER RETAIL CUSTOMERS								
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	ACTUAL 2022-23	Change
July	15,862	16,695	17,861	18,822	19,904	21,611	23,828	204
Aug	15,878	16,758	17,925	18,930	20,383	21,721	23,902	74
Sept	15,940	16,908	18,011	19,004	20,475	21,872		
Oct	16,014	17,017	18,023	19,040	20,569	22,150		
Nov	16,070	17,026	18,083	19,157	20,648	22,264		
Dec	16,157	17,193	18,145	19,215	20,758	22,373		
Jan	16,235	17,241	18,206	19,242	20,848	22,512		
Feb	16,295	17,300	18,331	19,551	21,009	22,709		
Mar	16,371	17,471	18,449	19,647	21,116	22,900		
Apr	16,506	17,549	18,681	19,721	21,199	23,118		
May	16,537	17,675	18,741	19,785	21,255	23,362		
June	16,579	17,719	18,816	19,825	21,474	23,624		
Average	16,204	17,213	18,273	19,328	20,803	22,518	23,865	278

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		1,225,567
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
Cares Act 36237.45.18.3		92,000
ARPA 36237.45.18.3		59,000
46333.3.1		192,646
36244.58.12.2		500,000
36244.58.13.1		3,564,375
Transfer from General Fund		1,167,943
Total Airport Grant Capital Project Fund Revenues	**$**	**27,188,520**
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	1,289,008
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	151,000
46333.3.1	192,646
36244.58.12.2	500,000
36244.58.13.1	3,960,418
Miscellaneous Expense	10,583
Land	-
Total Airport Grant Capital Project Fund Expenditures	**27,188,520**

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

Current Funds Appropriated	$	1,167,943

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

Contribution to Capital Project Fund	$	1,167,943

Section 4. This Capital Project Ordinance shall be entered into the minutes of the October 17, 2022 meeting of the Brunswick County Board of Commissioners.

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
Airport Grants FY23-
Amended (438158)

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:		
36237.45.19.1		13,469
36237.45.19.2		333,332
36244.58.14.1		3,500,000
36244.58.15.1		450,000
Transfer from General Fund		1,497
Total Airport Grant Capital Project Fund Revenues	**$**	**4,298,298**
Expenditures:		
36237.45.19.1		14,966
36237.45.19.2		333,332
36244.58.14.1		3,500,000
36244.58.15.1		450,000
Total Airport Grant Capital Project Fund Expenditures		**4,298,298**

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

Current Funds Appropriated	$	1,497

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

Contribution to Capital Project Fund	$	1,497

Section 4. This Capital Project Ordinance shall be entered into the minutes of the October 17, 2022 meeting of the Brunswick County Board of Commissioners.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # V. - 13.
Human Resources - Policy #310 Amendment

From:
Melanie Turrise, Human Resources Director

Issue/Action Requested:
Request that the Board of Commissioners approve of an amendment to Policy#310, Section 2.1 retroactively to October 3, 2022 to align with an update to County timekeeping procedures.

Background/Purpose of Request:
Request that the Board of Commissioners approve of an amendment to Policy#310, Section 2.1 retroactively to October 3, 2022 to align with an update to County timekeeping procedures.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve of an amendment to Policy#310, Section 2.1 retroactively to October 3, 2022 to align with an update to County timekeeping procedures.

ATTACHMENTS:

Description

- Drafted Policy 310 Update

SECTION III COMPENSATION

Policy #310 Hours of Work *(Revised 8/18/2014)*

PURPOSE: Brunswick County recognizes the need to clarify the number of actual hours employees are to perform in a regular workweek and therefore be in compliance with the Fair Labor Standards Act.

SCOPE: This policy applies to all employees. It defines the normal workday and clarification of hours included in the regular workweek. This policy also forms the basis of policies on overtime, call back and compensatory time.

POLICY AND PROCEDURE:

1. **HOUR OF WORK POLICY (Categories of Employees are defined in Policy #320 – Exempt and Non-Exempt Employees)**

1.1 The regular workday for Category II, Non-Exempt employees is defined as an eight hour shift.

1.2 A regular workday for Category I Exempt employees shall be the necessary number of hours to assure satisfactory performance of their duties, as determined by the Department Head and/or the County Manager.

1.3 A regular workweek consists of 40 hours of actual performance. The number of actual hours performed shall be calculated by the number of hours of actual performance and shall not include hours given for holiday(s), petty leave, compensatory time, sick leave and vacation.

1.4 A regular workweek is defined as the period of time between 12:00 A.M. Monday and 11:59 P.M. Sunday of the following week.

1.5 Law Enforcement Officers shall work an average of 48 hours in a workweek.

2. **RECORDING OF HOURS**

2.1 All Employees, except ~~Exempt Executives and~~ Elected Officials shall record their hours of work in the approved timekeeping system. Other exceptions may be granted by the County Manager.

2.2 Employees shall not record the time worked for another employee. Action in violation of this section shall be dealt with in accordance with the disciplinary procedure contained in Policy #250.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # V. - 14.
IT - CivicPlus Statement of Work- Department Header Package for Elections Department Webpage

From:
Cindy Hewett, Information Technology Director

Issue/Action Requested:
Request Brunswick County Board of Commissioners approve the (attached) Statement of Work for the implementation of CivicPlus' Premium Department Header Package for CivicEngage to be used for the Brunswick County Elections Department. Incorporating this premium package into CivicEngage will provide the Elections Department with additional functionality and flexibility allowing them to have a page specific site ID, navigation, banner, graphic links, colors, and design styles providing desired uniqueness while following the main site layout.

Background/Purpose of Request:
On 09/06/22, the CivicEngage platform was approved by the BOCC as the replacement platform for the County website. Incorporating this Premium Department Header Package now will allow this implementation effort to be rolled into the CivicEngage project and result in a cost savings for the county in lieu of this being implemented as a standalone effort.

By using the Premium Department Header Package, the need for the Elections Department to have a separate website from the County is eliminated. Additionally, as part of the CivicEngage platform, Brunswick County Elections Department will be able to access reporting features and other analytical tools from the County's CivicEngage website at no additional cost.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
$7,193.00- Implementation (104170-439900: Elections - Contract Services) Budget amendment previously submitted by Sara Lavere for Elections.

$1,103.00 - Annual recurring cost to be included in IT budget request

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend Brunswick County Board of Commissioners approve the (attached) Statement of Work for the implementation of CivicPlus' Premium Department Header Package for CivicEngage to be used for the Brunswick County Elections Department. Incorporating this premium package into CivicEngage will provide the Elections Department with additional functionality and flexibility allowing them to have a page specific site ID, navigation, banner, graphic links, colors, and design styles providing desired uniqueness while following the main site layout.

ATTACHMENTS:

Description

- SOW - CivicEngage - Board of Elections website header

EXHIBIT "E"

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-29665-1
Date: 9/23/2022 8:36 AM
Expires On: 10/31/2022

Client:
BRUNSWICK COUNTY, NORTH CAROLINA

Bill To:
BRUNSWICK COUNTY, NORTH CAROLINA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
David May	x(580) 716-7016	may@civicplus.com		Net 30

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	Ultimate Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors, Design Styles; follows main site layout.	
1.00	Ultimate Department Header Annual Fee - CivicEngage	Ultimate Department Header Annual Fee	Renewable
1.00	Ultimate Department Header Implementation - CivicEngage	Ultimate Department Header Implementation	One-time

Total Investment - Year 1	USD 7,193.00
Annual Recurring Services (Subject to Uplift)	USD 1,103.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the Services Agreement signed between the Parties on June 29, 2022, and as amended by a First Amendment to Services Agreement effective September 6, 2022, (collectively, the “Agreement”) to which this SOW is to be attached as Exhibit E and made an integral part thereof. By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as amended, as though set forth herein.

2. Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Recurring Services) upon signing and submission of this SOW. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client’s current billing schedule and the Annual Recurring Services as set forth in the CivicEngage SOW attached to the Agreement, as amended, as Exhibit D. The amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement, as amended, and Exhibit D.

3. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including, but not limited to, hosting, support, and maintenance services shall be subject to a 5% annual increase beginning in year 2 of service as set forth in Section 6 of the Agreement, as amended, and Exhibit D.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement terms and conditions, as amended.

This SOW 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 SOW 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 § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this SOW by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
Name: Randell Thompson	Name:
Title: Chairman, Board of Commissioners	Title:
Date:	Date:

ATTEST:

_____
Clerk to the Board

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

_____
Aaron C. Smith, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

_____
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC

Contact Information- Department Header Package- Elections Department

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization: Brunswick County URL: www.brunswickcountync.gov

Street Address: 30 Government Center Drive, NE

Address 2

City: Bolivia State: NC Postal Code: 28422

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone Sara Lavere, Elections Director, (910) 233-5599 (Project Resource- SME)

Emergency Contact & Mobile Phone Cindy Hewett, IT Director (910) 209-1847

Emergency Contact & Mobile Phone Mike Read, IT Deputy Director, (910) 617-7885

Billing Contact: Cindy Hewett E-Mail: cindy.hewett@brunswickcountync.gov

Phone: (910) 253-2638 Ext. Fax: (910) 253-2650

Billing Address: PO Box 249

Address 2

City: Bolivia State: NC Postal Code: 28422

Tax ID # 56-6000278 Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [X]

Please list all external sources: _____

Contract Contact: Brunswick County Information Technology Department Email: cindy.hewett@brunswickcountync.gov

Phone: (910) 253-2640 Ext. Fax: (910) 253-2650

Project Contact: Travis Amstuz Technology Implementation Specialist Email: travis.amstuz@brunswickcountync.gov

Phone: (910) 294-1546 Ext. Fax: (910) 253-2650

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # V. - 15.

From:
Elizabeth Bynum

Sheriff's Office - GHSP LEL Grant Award Acceptance

Issue/Action Requested:
Request the Board of Commissioners accept a grant award with the North Carolina Governor's Highway Safety Program (GHSP) which will allow for federal funding to assist with the Law Enforcement Liaison position currently held by a Sheriff's Office Lieutenant. The total value of the grant is $25,000 with no county match required.

Background/Purpose of Request:
This is the second year of this LEL grant through GHSP. Funds will be used to support GHSP campaigns and travel expenses for the LEL. In addition to this agreement, the request also asks for the Board to authorize the County Manager to execute any additional documents that may be required in connection with grant.

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations
Amendment appropriates Federal Revenues Restricted in the amount of $25,000 for the Governor's Highway Safety Program (GHSP) grant to support Region 3 Law Enforcement Liaison (LEL) position.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners accept a grant award with the North Carolina Governor's Highway Safety Program (GHSP) which will allow for federal funding to assist with the Law Enforcement Liaison position currently held by a Sheriff's Office Lieutenant. The total value of the grant is $25,000 with no county match required.

ATTACHMENTS:

Description

- Signed Resolution -- from July meeting
- Agreement of Conditions -- from July meeting
- Budget Amendment

North Carolina Governor's Highway Safety Program

LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Brunswick County Sheriff's Office (herein called the "Agency")
(The Applicant Agency)

has completed an application contract for traffic safety funding; and that Brunswick County Board of Commissioners
(The Governing Body of the Agency)

_____ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Brunswick County Board of Commissioners IN OPEN MEETING ASSEMBLED IN THE CITY OF Bolivia, NORTH CAROLINA, THIS 18th DAY OF July, 20 22, AS FOLLOWS:
(Governing Body)

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Sheriff John W. Ingram, V is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of $ 25,000 to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
   (Name and Title of Representative)
   (Federal Dollar Request)
3. That the Governing Body has formally appropriated the cash contribution of $ 0 as required by the project contract; and
   (Local Cash Appropriation)
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by Chairman Randy Thompson
(Chairperson/Mayor)

ATTESTED BY LeAnn Weigand
(Clerk)

SEAL

DATE 07-18-2022

North Carolina Governor's Highway Safety Program

Agreement of Conditions

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
   - **(a)** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
   - **(b)** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
   - **(c)** Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
   - **(d)** Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
   - **(e)** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
   - **(f)** The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
   - **(g)** The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
   - **(h)** Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
   - **(i)** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
   - **(j)** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
   - **(a)** Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
   - **(b)** Sec. 1906, Pub. L.109-59, as amended by Sec. 4011, Pub. L. 114-94;
   - **(c)** Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
   - **(d)** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
   - **(e)** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
   - **(f)** NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**

   (a) Certification Regarding Federal Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that:

   (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

(b) Restriction on State Lobbying. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

(a) Audit Required. Non-Federal entities that expend $750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.

(b) Single Audit. Non-Federal entities that expend $750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).

(c) Non-Governmental Entities. Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

(a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

(b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

(e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

(g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

(h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.

(j) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.

(i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.

(ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.

8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.

11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.

13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.

2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.

4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.

5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.

6. **Property and Equipment.**
   (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
   (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
   (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
      (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

(ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.

(d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of $5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.

7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of $5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.

8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.

9. **Reimbursement.**
   (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
   (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
   (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
   (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
   (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.

10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.

11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.

12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.

13. **Reports Required.**
   (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
   (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

(c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. **Out-of-State Travel.**
    (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
    (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
    (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
    (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

15. **Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
    (a) **Certifications Required.**
        (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
        (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
        (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
    (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. **Conditions for Local Governmental Agencies.**
    (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
    (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

17. **Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

18. **Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

19. **Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

20. **Continued Federal and State Funding.**
    (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

(b) State Funding. The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

21. **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.

22. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

23. **Department Held Harmless.**
    (a) For State Agencies. Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
    (b) For Agencies Other Than State Agencies. The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

24. **Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.

25. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
    (a) Cancel, terminate, or suspend this contract in whole or in part;
    (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
    (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
    (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.

26. **Cancellation, Termination, or Suspension of Contract.**
    (a) By the Department. For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

(b) By mutual consent. The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.

(c) Unexpended funds. Any unexpended funds remaining after cancelation or termination will revert to the Department.

27. **Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

28. **E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

29. **Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

(a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;

(b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and

(c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

30. **Agency Fiscal Year.** The end date for the Agency's fiscal year is 06/30/2023

31. **Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME: Daniel Little	TITLE: Lieutenant	ADDRESS: 70 Stamp Act Dr. Bolivia NC 28422
SIGNATURE:	DATE: 06/29/2022	TELEPHONE NUMBER: 910-547-6680
AGENCY AUTHORIZING OFFICIAL		
NAME: John W. Ingram, V	TITLE: Sheriff	ADDRESS: 70 Stamp Act Drive, Bolivia, NC 28422
SIGNATURE:	DATE: 06/29/2022	TELEPHONE NUMBER: 910-253-2736
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME: Elizabeth Bynum	TITLE: Comptroller	ADDRESS: 70 Stamp Act Dr. Bolivia, NC 28422
SIGNATURE:	DATE: 06/29/2022	TELEPHONE NUMBER: 910-253-2855

Request Info	
Type	Budget Amendment
Description	FY23 GHSP LEL Grant
Justification	Board Meeting 10/17/2022 - Appropriate Federal Revenues Restricted in the amount of $25,000 for the Governor's Highway Safety Program (GHSP) grant to support Region 3 Law Enforcement Liaison (LEL) position which helps organize and facilitate large speed and other traffic related campaigns on behalf of the GHSP.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	331000	Sheriff's Office	Federal Revenues	25000	Increase	Credit
104310	465512	Sheriff's Office	Grant Subsidy-Federal	25000	Increase	Debit

Total

Grand Total:	50000

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # V. - 16.

From:
Jeffery Niebauer

Tax Admin - October 2022 MV Discovery Valuation & Levy for September 2022

Issue/Action Requested:
Request that the Board of Commissioners approve the October 2022 motor vehicle value & levy discoveries created in September 2022.

Background/Purpose of Request:
To accept the value and charge the tax collector with the levy as specified for each tax jurisdiction.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the October 2022 motor vehicle value & levy discoveries created in September 2022.

ATTACHMENTS:

Description

- October 2022 MV Val & Levy Memo (September 2022)
- October 2022 (September 2022) MV Val & Levy Discovery Totals

County of Brunswick

OFFICE OF THE TAX ADMINISTRATOR
PO BOX 269, BOLIVIA, NC 28422
910-253-2829 TELEPHONE
910-253-2861 FAX
WWW.BRUNSWICKCOUNTYNC.GOV

JEFFERY P NIEBAUER
TAX ADMINISTRATOR

TONY MASIERO
ASST TAX ADMINISTRATOR

MELINDA ORE
DEPUTY TAX COLLECTOR

MEMORANDUM

TO: Brunswick County Board of Commissioners

FROM: Jeffery P Niebauer, Tax Administrator

DATE: October 1, 2022

SUBJECT: September 2022 Motor Vehicle Discovery Valuation & Levy

Attached please find the September 2022 motor vehicle discovery valuation and levy effective October 1, 2022, for motor vehicle discoveries in Brunswick County and related municipalities and Dosher Hospital District.

Please accept these valuations and charge the county tax collector with the levy as specified for each taxing jurisdiction per said attachment.

Thank you and if you have any questions, please contact me at your convenience.

cc: Aaron Smith, Director of Fiscal Operations

SEPTEMBER 2022 MV VAL AND LEVY DISCOVERY TOTALS

		Tax Amt	Appr Value	Spec Eq Val	# of Bills	RATE
	COUNTY	153.94	31,740		1	0.4850
	DOSHER HOSPITAL					0.0400
25	BELVILLE					0.0900
20	BOILING SPRING LAKES					0.2820
23	BOLIVIA					0.0500
19	CALABASH					0.0875
18	CAROLINA SHORES					0.1016
16	CASWELL BEACH					0.2700
13	HOLDEN BEACH					0.2000
31	LELAND					0.2500
24	NAVASSA					0.2300
28	NORTHWEST					0.2400
14	OAK ISLAND					0.2800
12	OCEAN ISLE BEACH					0.1639
29	ST JAMES					0.0600
26	SANDY CREEK					0.2500
22	SHALLOTTE					0.3525
21	SOUTHPORT					0.2956
11	SUNSET BEACH					0.1600
27	VARNAMTOWN					0.5000
17	VILLAGE OF BHI					0.6863

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # V. - 17.
Tax Admin - October 2022 Releases

From:
Jeffery Niebauer

Issue/Action Requested:
Request that the Board of Commissioners approve the October 2022 releases.

Background/Purpose of Request:
Approval of the tax releases for October 2022. A summary of the releases is listed below.

County real property release value $3,652,079 (33 releases)
Smithville real property release value $1,671,450 (6 releases)
Bald Head real property release value $525,000 (1 release)
Boiling Spring Lakes real property release value $25,310 (1 release)
Calabash real property release value $81,864 (1 release)
Caswell Beach real property release value $45,000 (1 release)
Leland real property release value $352,735 (7 releases)
Navassa real property release value $358,790 (1 release)
St James real property release value $45,000 (1 release)
Southport real property release value $45,000 (1 release)
Varnamtown real property release value $81,870 (1 release)

County personal property release value $164,463 (7 releases)
Smithville personal property release value $17,716 (1 release)
Navassa personal property release value $76,331 (1 release)
St James personal property release value $11,483 (1 release)
Southport personal property release value $17,716 (1 release)

County VTS October 2022 release value 148,157 (8 releases)
Boiling Spring Lakes VTS October 2022 release value $16,360 (1 release)
Leland VTS October 2022 release value $126,759 (5 releases)
Southport VTS October 2022 release value $1,653 (1 release)

For information purposes only
Leland fire district $16.50 (1 release)
Navassa fire district $250 (1 release)

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the October 2022 releases.

ATTACHMENTS:

Description

- Tax Releases October 2022
- Motor Vehicle Releases (VTS) October 2022 Processed September 2022 (NCDMV Tax & Tag)
- Fire Fee Releases

TAX RELEASES FOR OCTOBER 2022
PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048756	9/26/2022	CLARK JOHN KENNETH	300259 (2022)	91111309	NAVASSA	NULL	NORTHWEST	$370.21-C $37.02-LL $175.56-NAV $17.56-NAVLL	$76,331.00	Situs in Another County
048757	10/4/2022	JOHNSON JOSEPH RALPH	074754 (2022)	80013730		14100009	TOWN CREEK	$15.98-C	$3,294.00	Did Not Own January 1
048758	10/4/2022	LANE HAROLD D	300353 (2022)	80121192		2423B188	SHALLOTTE	$4.85-C $0.49-LL	$1,000.00	Duplicate Listing
048759	10/4/2022	HILL CARLTON E AND HILL DEBRA J	066094 (2022)	80091330		235IP009	LOCKWOOD FOLLY	$129.10-C	$26,619.00	Duplicate Listing
048760	10/4/2022	HILL CARLTON E AND HILL DEBRA J	065788 (2021)	80091330		235IP009	LOCKWOOD FOLLY	$135.90-C	$28,020.00	Duplicate Listing
048761	10/4/2022	JONES DAVID JR	302384 (2021)	80083775	SOUTHPORT	237LF020	SMITHVILLE	$85.92-C $8.59-LL $7.09-SM $0.71-LSM $52.37-SP $5.24-SPLL	$17,716.00	Did Not Own January 1

TAX RELEASES FOR OCTOBER 2022
BUSINESS PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048762	10/4/2022	WELLS FARGO VENDOR FINANCIAL SERV LLC	154905 (2022)	80057826	ST JAMES	NULL	LOCKWOOD FOLLY	$55.69-C $6.89-SJ	$11,483.00	Clerical Error/DE Error

TAX RELEASES FOR OCTOBER 2022
REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048763	10/5/2022	COMMUNITY PARTNERS GOLF LLC	30247 (2022)	80102861	Brunswick County	2440000111		$1811.23-C	$373,450.00	Duplicate listing
048764	10/5/2022	BRUNSWICK GOLF HOLDINGS LLC	18516 (2022)	80071579	Brunswick County	02200043		$162.47-C	$33,500.00	Did not own January 1
048765	10/5/2022	KINGFISH DEVELOPMENT LLC	300589 (2022)	80046604	Calabash	255AF047		$397.04-C $71.63-CAL	$81,864.00	Clerical error/DE error
048767	10/5/2022	FIELDS KATHY SING (LT) *FIELDS THOMAS MICHAEL SING ETALS	47459 (2022)	80103200	Brunswick County	1840004004		$132.57-C	$27,335.00	Elderly Exemption
048768	10/5/2022	OLD BALDY FOUNDATION INC	107684 (2022)	80120923	Village of BHI	2600000516		$2546.25-C $210.00-SM	$525,000.00	Exempt
048769	10/5/2022	HANNA MICHAEL PATRICK	60799 (2022)	80099598	Leland	022ND023		$218.25-C $112.50-LEL	$45,000.00	Military Exemption
048770	10/5/2022	ADDISON TONEY DARNELL ETUX ADDSION CYNTHIA	1074 (2022)	20424800	Leland	036MB015		$218.25-C $112.50-LEL	$45,000.00	Military Exemption
048771	10/5/2022	HENRY THOMAS MARK ETUX HENRY SANDRA JOAN	64260 (2022)	80118351	Brunswick County	227NE016		$218.25-C	$45,000.00	Military Exemption
048772	10/5/2022	CARVER JAMIE REECE AND RAWLES SANDRA	24432 (2022)	80121009	Brunswick County	185FP018		$218.25-C	$45,000.00	Military Exemption
048773	10/5/2022	SCOTT MATTHEW FAIRLESS ETUX SCOTT CINDY SESSIONS	127476 (2022)	80102387	Leland	037KG006		$218.25-C $112.50-LEL	$45,000.00	Military Exemption
048775	10/5/2022	CARVELL JUDITH LEE	147128 (2022)	80123157	Southport	222PA029		$218.25-C $18.00-SM $178.02-SP	$45,000.00	Military Exemption
048776	10/5/2022	GORE COLONEL WILLIE L ET GORE LELIA	55673 (2022)	52252250	St James	220PA042		$218.25-C $27.00-SJ	$45,000.00	Military Exemption

TAX RELEASES FOR OCTOBER 2022
REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048777	10/5/2022	BEELER KELLY ANTHONY	9438 (2022)	80119836	Brunswick County	2290001801		$218.25-C	$45,000.00	Military Exemption
048778	10/5/2022	STARRATT RACHEL ETVIR STARRATT BRYCE	137933 (2022)	80118793	Leland	037FG017		$218.25-C $112.50-LEL	$45,000.00	Military Exemption
048779	10/5/2022	NELSON CODY ETUX DODSON ANGEL	104546 (2022)	80104481	Leland	048GC003		$218.25-C $112.50-LEL	$45,000.00	Military Exemption
048780	10/5/2022	MALAVET JOAQUIN F	90714 (2022)	80100290	Leland	072AF004		$218.25-C $112.50-LEL	$45,000.00	Military Exemption
048781	10/5/2022	HINSON SHERWOOD F ETUX HINSON LINDA	66695 (2022)	62925535	Brunswick County	242MJ006		$218.25-C	$45,000.00	Military Exemption
048782	10/5/2022	SOUTH HARBOUR MASTER POA INC	135014 (2022)	80121270	Brunswick County	236EB03841		$31.28-C $2.58-SM	$6,450.00	Exempt
048783	10/5/2022	DAVIS DIANE VARNAM	36499 (2022)	8054989	Varnamtown	21700121		$397.07-C $40.94-VAR	$81,870.00	Elderly Exemption
048784	10/5/2022	MAXIMIN JULIE	93538 (2022)	80079355	Boiling Springs Lakes	142GD005		$122.75-C	$25,310.00	Elderly Exemption
048785	10/5/2022	KIMBALL JANESE BETH	78863 (2022)	80084837	Leland	022NL002		$401.26-C $206.84-LEL	$82,735.00	Elderly Exemption
048786	10/5/2022	JANET H BALDREE TRUST	73064 (2022)	80044471	Brunswick County	0370002801		$372.70-C	$76,845.00	Elderly Exemption
048787	10/5/2022	BULLARD JUNE W (LT) ETVIR BULLARD WILLIAM S (LT)	19875 (2022)	20907530	Brunswick County	07000025		$162.35-C	$33,475.00	Elderly Exemption
048788	10/5/2022	BELLAMY EDDIE DALE	9819 (2022)	61020140	Brunswick County	229LB00403		$247.16-C	$50,960.00	Elderly Exemption
048789	10/5/2022	CREECH DONNA	33065 (2022)	51667250	Brunswick County	231JG01208		$160.41-C	$33,075.00	Elderly Exemption
048790	10/5/2022	COBB JO ANN	29150 (2022)	1093084	Brunswick County	232BF005		$121.25-C	$25,000.00	Elderly Exemption

TAX RELEASES FOR OCTOBER 2022
REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048791	10/5/2022	LANE HAROLD D	82576 (2022)	80121192	Brunswick County	2423B188	SHALLOTTE	$116.25-C $0.49-LL	$23,970.00	Elderly Exemption
048792	10/5/2022	SPIVEY JAMES E ET SPIVEY JO DEAN	136363 (2022)	70911040	Brunswick County	160NA008		$737.88-C	$152,140.00	Elderly Exemption
048793	10/5/2022	OLD BALDY FOUNDATION INC	107684 (2022)	80120923	Village of BHI	2600000516		$2546.25-C $210.00-SM $3786.82-BHI	$525,000.00	Exempt
048794	10/5/2022	MAXIMIN JULIE	93538 (2022)	80079355	Boiling Springs Lakes	142GD005		$122.75-C $71.37-BSL	$25,310.00	Elderly Exemption
048795	10/6/2022	WILMINGTON RIVER CLUB LLC	158782 (2022)	10290410	Navassa	0240000102		$1740.13-C $825.22-NAV	$358,790.00	Mapping correction
048797	10/6/2022	KING KEVIN LEE ETUX KING KARIS LANE	79221 (2022)	80114026	Caswell Beach	251AA040		$218.25-C $18.00-SM $126.00-CAS	$45,000.00	Military Exemption

Release Category Codes

Release Code	Release Type
ADF	ADVERTISING
BHILL	BALH HEAD ISLAND LATE LIST
BELLL	BELVILLE LATE LIST
BSLLL	BOILING SPRING LAKES LATE LIST
BOLLL	BOLIVIA LATE LIST
CAL	CALABASH
CS	CAROLINA SHORES
CAS	CASWELL BEACH
C	COUNTY
HB	HOLDEN BEACH
INT	INTEREST
LSM	LATE LIST SMITHVILLE
LELLL	LELAND LATE LIST
LBLL	LONG BEACH LATE LIST
NAVLL	NAVASSA LATE LIST
NWLL	NORTHWEST LATE LIST
OILL	OAK ISLAND LATE LIST
OIBLL	OCEAN ISLE BEACH LATE LIST

Release Code	Release Type
BHI	BALD HEAD ISLAND
BEL	BELVILLE
BSL	BOILING SPRING LAKES
BOL	BOLIVIA
CLF	C LIEN FEE
CALLL	CALABASH LATE LIST
CSLL	CAROLINA SHORES LATE LIST
CASLL	CASWELL BEACH LATE LIST
FF	FIRE FEE
HBLL	HOLDEN BEACH LATE LIST
LL	LATE LIST PENALTY
LEL	LELAND
LB	LONG BEACH
NAV	NAVASSA
NW	NORTHWEST
OI	OAK ISLAND
OIB	OCEAN ISLE BEACH
PL02	OFF PREMISES MALT

Release Category Codes

Release Code	Release Type
PL04	OFF PREMISES WINE
PL03	ON PREMISES WINE
SAD25	SAD 25
SAD28	SAD 28
SCLL	SANDY CREEK LATE LIST
SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST

Release Code	Release Type
PL01	ON PREMISES MALT
SAD24	SAD 24
SAD27	SAD 27
SC	SANDY CREEK
SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH

VTS RELEASES PROCESSED SEPTEMBER 2022

Adjustment #	Abstract #	Name-Last, First, Middle	Tag #	Year	Make	B- Val	New Value	Diff.	City	Twp.	Overide %	Overide Value	Overide Status	Acquisition Cost	Acquisition Year	Dep Sch	Exempt Type	Notes	Date	Code	Code Description
1177422	21521986	GRALLO, LOUIS MICHAEL JOHN	YPM5341	2015	HYUN	28,204	22,025	6,179	31			$ 22,025						ADJ PER NADA VALUE	09/26/22	20	Appealed value
1176441	57779546	GUZMAN, WILFREDO SEPULVEDA	HLS8023	2020	GMC	34,320	-	34,320	31				TEMP				MILITARY	HOR- IA	09/26/22	4	Military Exempt
1177415	66381904	ROGER, CHRISTOPHER ANGEL	KR9453	2021	CHEV	38,560	-	38,560	31				TEMP				MILITARY	HOR- FL	09/26/22	4	Military Exempt
1176252	66878909	CIPOLLINI, SHAWN MIKEL	HFM3772	2020	VOLK	17,820	-	17,820	31				PERM				MILITARY	HOR- IL ETS-250114	09/26/22	4	Military Exempt
1179295	60647865	HART, ELIZABETH MELISSA	HDF3396	2015	JEEP	13,983	10,598	3,385					TEMP					NC INSPECTION 163,288 MILES	09/28/22	12	High Mileage/Condition
1179388	53980282	HORNE, SCOTT WAYNE	TAB6141	2019	HONDA	16,530	14,877	1,653	21				TEMP					NC INSPECTION 71,927 MILES	09/28/22	12	High Mileage/Condition
1179074	67800708	DAN, JULIAN	TJR5113	2014	JEEP	16,360	-	16,360	20				PERM				MILITARY	HOR- OH ETS-240217	09/28/22	4	Military Exempt
1178795	68556212	ZAMPIERI, DAVIDE G	JJY9480	2022	VOLKS	29,880	-	29,880	31				TEMP				MILITARY	HOR- MD	09/28/22	4	Military Exempt

OCTOBER 2022
Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048766	10/5/2022	BRUNSWICK GOLF HOLDINGS LLC	18516 (2022)	80071579	Brunswick County	02200043		$16.50-LELF	$33,500.00	Did not own January 1
048796	10/6/2022	WILMINGTON RIVER CLUB LLC	158782 (2022)	10290410	Navassa	0240000102		$250.00-NAVF	$358,790.00	Mapping correction

Release Category Codes

Release Code	Release Type	Release Code	Release Type
ADF	ADVERTISING	BHI	BALD HEAD ISLAND
BHILL	BALH HEAD ISLAND LATE LIST	BEL	BELVILLE
BELLL	BELVILLE LATE LIST	BSL	BOILING SPRING LAKES
BSLLL	BOILING SPRING LAKES LATE LIST	BOL	BOLIVIA
BOLLL	BOLIVIA LATE LIST	CLF	C LIEN FEE
CAL	CALABASH	CALLL	CALABASH LATE LIST
CS	CAROLINA SHORES	CSLL	CAROLINA SHORES LATE LIST
CAS	CASWELL BEACH	CASLL	CASWELL BEACH LATE LIST
C	COUNTY	FF	FIRE FEE
HB	HOLDEN BEACH	HBLL	HOLDEN BEACH LATE LIST
INT	INTEREST	LL	LATE LIST PENALTY
LSM	LATE LIST SMITHVILLE	LEL	LELAND
LELLL	LELAND LATE LIST	LB	LONG BEACH
LBLL	LONG BEACH LATE LIST	NAV	NAVASSA
NAVLL	NAVASSA LATE LIST	NW	NORTHWEST
NWLL	NORTHWEST LATE LIST	OI	OAK ISLAND
OILL	OAK ISLAND LATE LIST	OIB	OCEAN ISLE BEACH
OIBLL	OCEAN ISLE BEACH LATE LIST	PL02	OFF PREMISES MALT

Release Category Codes

Release Code	Release Type
PL04	OFF PREMISES WINE
PL03	ON PREMISES WINE
SAD25	SAD 25
SAD28	SAD 28
SCLL	SANDY CREEK LATE LIST
SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST

Release Code	Release Type
PL01	ON PREMISES MALT
SAD24	SAD 24
SAD27	SAD 27
SC	SANDY CREEK
SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # V. - 18.

From:
Jeffery P Niebauer

Tax Administration - Schedule of Values for 2023 Revaluation

Issue/Action Requested:
Request the Board of Commissioners to adopt the Schedule of Values for use in the 2023 countywide reappraisal.

Background/Purpose of Request:
The tax office submitted to the Board of Commissioners for their review the schedule of values on September 19, 2022 and held a public hearing for comments from the citizens on October 3, 2022. All meetings were advertised as required pursuant to NCGS 105-317.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners to adopt the Schedule of Values for use in the 2023 countywide reappraisal.

ATTACHMENTS:

Description

- 2023 Schedule of Fees Resolution

County of Brunswick

Office of the County Commissioners

ORDER ADOPTING FINAL
UNIFORM SCHEDULES OF VALUES,
STANDARDS AND RULES
2023 COUNTY-WIDE REVALUATION

WHEREAS, pursuant to G.S. 105-286, Brunswick County will reappraise all real property in accordance with the provisions of G.S. 105-283 and G.S. 105-317; and

WHEREAS, pursuant to the provisions of G.S. 105-317, the Assessor for Brunswick County has submitted proposed Uniform Schedules of Values, Standards and Rules to the Board of Commissioners, which proposed Schedules have been available for public inspection since September 19, 2022 and were considered at a public hearing held on October 3, 2022; and

WHEREAS, a notice has been published in the Brunswick Beacon of the submission to the Board of Commissioners of the proposed Schedules and the notice of public hearing.

NOW, THEREFORE, IT IS ORDERED that the final Uniform Schedules of Values, Standards and Rules associated with this Order are hereby adopted pursuant to G.S. 105-317 and approved for use in appraising real property at its true value and at its present-use value as of January 1, 2023. A Notice of the adoption of this Order shall be published once a week for four successive weeks in the Brunswick Beacon: and the final Schedules shall be available for public inspection at the Office of the County Assessor and available on the County's website at https://www.brunswickcountync.gov/tax-office/2023-revaluation-faq/

This 17th day of October. 2022

_____
Randy Thompson, Chair
Brunswick County Board of Commissioners

ATTEST:

_____
Daralyn Spivey
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # V. - 19.
Utilities - OIB WWTP Infiltration Basin Study Task Order No. 5
(Brent Lockamy, PE - Deputy Director)

From:
Brent Lockamy, PE

Issue/Action Requested:
Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the Task Order No. 5 with ECS Southeast, LLP in an amount of $36,500 for services associated with the On-Call Engineering Contract.

Background/Purpose of Request:
The Ocean Isle Beach Wastewater Treatment Plant is in need of significant rehabilitation and expansion. The draft Wastewater Master Plan identified OIB to be expanded to approximately a 3.0 MGD facility in the next 5 years. A Preliminary Engineering Report will be conducted to determine the exact type and size of the treatment plant expansion. Along with the required expansion capacity, the effluent disposal capacity of the OIB plant must also be expanded. Task Order No. 5 will allow ECS to preform initial soil testing and a phase one environment assessment of several tracts of land immediately adjacent to the existing OIB plant that could potentially be used for effluent disposal. The test results will allow staff to determine if the land is suitable for effluent disposal.

Staff recommends the Board approve Task Order No. 5 with ECS Southeast, LLP for $36,500.00.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the OIB WWTP Centralize-Rehab ARPA project. Task Order No. 5 is not itself ARPA funded.

Approved By County Attorney:
Yes

Advisory Board Recommendation:
N/A

County Manager's Recommendation:
Recommend that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the Task Order No. 5 with ECS Southeast, LLP in an amount of $36,500 for services associated with the On-Call Engineering Contract.

ATTACHMENTS:

Description

- Utilities - On-Call Contract ECS - Attach 1
- Task Order No. 5 - Ocean Isle Beach Wastewater Treatment Plan Infiltration Basin

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FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement (the "First Amendment") is made and entered into the 16th day of May, 2022, by and between Brunswick County (hereinafter referred to as "County" or "Owner") and ECS Southeast, LLP (hereinafter referred to as "Engineer" or "Provider").

WITNESSETH:

WHEREAS, County and Engineer entered into a Professional Services Agreement (the "Agreement") effective August 20, 2020; and

WHEREAS, under the Agreement, County may assign Task Orders for specific on-call engineering services on an as-needed basis; and

WHEREAS, the initial term of the Agreement was two (2) years, with the option to renew for a successive two (2) year term upon mutual written agreement of the parties; and

WHEREAS, the parties mutually desire to renew the Agreement and amend or clarify certain provisions pursuant to the terms and conditions contained herein.

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

1. The term of the Agreement is hereby renewed for one (1) successive two (2) year term until August 19, 2024.

2. Section 2 of the Agreement is hereby amended to clarify that the term may be further extended to coincide with the duration of any outstanding Task Order *provided that* the Task Order was assigned, and services under the Task Order are ongoing, prior to the expiration date set forth above. Once Services under an ongoing Task Order are complete or the Task Order expires, whichever occurs first, the Agreement extension shall automatically expire of even date therewith. The Agreement may not be renewed or extended further.

3. Section 5 of the Agreement is hereby amended to clarify that the not-to-exceed amount for Services for Task Orders assigned under the Agreement is also renewed for One Hundred Fifty Thousand and no/100 Dollars ($150,000.00) for the renewal term.

4. All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

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

6. This First Amendment, 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. This First Amendment 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 § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this First Amendment by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

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

ATTEST:

Daralyn Spivey
Clerk to the Board

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[SEAL]

ECS SOUTHEAST, LLP

By: Kris J. Stamm

Printed Name: Kris J. Stamm

Title: Vice President

Date: 5/11/2022

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

Aaron C. Smith
Aaron C. Smith, 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

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TASK ORDER NO. 5

ECS Southeast, LLP

Effective Date:	October 17, 2022
Provider:	ECS Southeast, LLP
Project:	Ocean Isle Beach Wastewater Treatment Plant Infiltration Basin

Engineer's Services

This Task Order, consisting of ten (10) pages, is referred to in and part of the Professional Services Agreement between Owner and Engineer effective August 20, 2020, and as renewed by a First Amendment to Professional Services Agreement effective August 20, 2022.

Engineer shall provide services in accordance with the Basic and Additional Services as set forth below and in ECS Proposal No. 49:33671P dated September 13, 2022 (the "Proposal"), which is incorporated herein by reference and made an integral part hereof. In the event the terms of the Proposal conflict with the terms of the Professional Services Agreement, as amended, and/or this Task Order No. 5, the order of precedence shall be as follows:

1. Professional Services Agreement, as amended
2. Task Order No. 5
3. Proposal

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.

   Engineer's understanding of this Project is based on information provided by Mr. Brent Lockamy of Brunswick County. Engineer understands the subject site is located off of Stone's Throw Drive near the existing wastewater treatment plant ("WWTP") in Ocean Isle Beach, Brunswick County, North Carolina. Engineer understands that the site consists of four (4) parcels totaling approximately 125.44 acres. Based on available aerial imagery, the site appears to currently consist of wooded land with existing paths cut through parts of the site. Engineer understands that the proposed Project will consist of determining the suitability of the site for a new infiltration basin.

2. Advise Owner of any need for Owner to provide data or services which are not part of Engineer's Basic Services.

3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including, but not limited to, mitigating measures identified in the environmental assessment.

4. Identify and evaluate alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.

5. Prepare a report (the "Preliminary Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its consultants, proposed schedule, permit requirements, government requirements including mitigation efforts and cost, bore and jack locations, directional drill locations, any easements required, ability to acquire easements and easement cost; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.

6. Perform or provide the following additional Study and Report Phase tasks or deliverables:

Task 1: Geotechnical Services

Engineer proposes to perform a total of ten (10) Standard Test Penetration (SPT) soil test borings extended to a proposed depth of 20 feet beneath the ground surface throughout the site. The borings will be extended to the proposed depths below the existing ground surface unless refusal causes them to be terminated at a shallower depth. Standard Penetration Tests, in general accordance with ASTM D 1586, will be performed at 2.5 foot intervals in the upper 10 feet and at 5 foot intervals thereafter. In conjunction with the penetration testing, split-spoon soil samples will be recovered at each test depth. The soil samples obtained during our subsurface exploration will be returned to our laboratory for visual classification and potential laboratory testing. The borings will be performed by mobilizing a track mounted drill rig to the site, and Engineer understands that the site currently consists of a wooded site with some paths cut through it.

Task 2: Phase I Environmental Site Assessment

The Phase I Environmental Site Assessment (ESA) will be prepared in general accordance with ASTM Standard E1527-21, Standard Practice for Phase I Environmental Site Assessments. Engineer notes that there may be some instances which require an adjustment to the quoted price for this Phase I ESA if supplemental investigation, additional lender requirements or other services, beyond the scope outlined in this proposal, are requested. Engineer must notify Owner in advance if these additional services would result in increased fees.

To expedite the preparation of the Phase I ESA, Owner shall provide Engineer with the following:

1. Copies of updated site plans/plots which you may have available;
2. A point of contact for site access;

3. A current chain-of-ownership for the subject property (preferably dating back to 1940 or earlier);
4. The name and telephone number of the current owner so that Engineer may conduct an interview; and,
5. The completed Environmental User Questionnaire which is attached hereto as Exhibit "A."

In accordance with the ASTM protocol, it is the obligation of the "User" (i.e., the party relying on the report) to report to the environmental professional (i.e., Engineer) any environmental liens encumbering the property or any specialized knowledge or experience of the User that would provide information about previous ownership or uses of the property that may be material to identifying recognized environmental conditions. Based on this, Engineer requests any previous environmental information related to the property.

Task 3: Hydrogeologic Assessment

Engineer's consultant, Edwin Andrews & Associates, P.L.L.C., will select two (2) sites for aquifer testing beneath any Bt, Bc or Bh horizons. Two (2) sets of two (2) wells (one (1) pumping and one (1) observation well per set) for a total of four (4) wells will be constructed into the underlying sand aquifer for 24-hour aquifer testing. The sites will be selected based on the geotechnical boring information in Task 1 and surface soil mapping. Based on the aquifer test results Edwin Andrews & Associates, P.L.L.C. will build a steady state MODFLOW model (estimated calibration) to determine the potential capacity throughout the site. A Preliminary Report for this hydrogeologic assessment will provide a potential capacity per infiltration basin for planning purposes by Brunswick County.

1. Furnish two review copies of the Preliminary Report and any other deliverables to Owner and review it with Owner. Within fourteen (14) business days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

2. Revise the Preliminary Report and any other deliverables in response to Owner's comments, as appropriate, and furnish up to seven (7) copies of the revised Preliminary Report and any other deliverables to the Owner in accordance with the schedule outlined here in.

B. Geotechnical Investigation: Consultant shall perform geotechnical evaluation at the proposed site and, if determined prudent, provide geotechnical evaluations. Geotechnical borings shall be advanced to refusal or to a depth adequate for in-situ soil testing, whichever is encountered first. Geotechnical recommendations and soil boring logs shall be incorporated into any resulting contract documents, if applicable. The cost for geotechnical investigation shall be provided on a per each basis as set forth below.

C. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner in advance, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Private Utility Line Locator - $800.00
2. Environmental Lien/AUL Search - $500.00 per parcel
3. ECS Reliance Letter - $250.00 per letter/entity
4. Separate Environmental Recommendation Letter - $300.00

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Payments to Engineer for Services
Basic Services - Lump Sum

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

Compensation for Basic Services - Method of Payment

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

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

	Amount	Duration
a. Study and Report Phase	$_____	_____ days
b. Wetlands Delineation	$_____	
c. Geotechnical Investigation	$ 13,500.00	
10 Borings @ $1,350.00 each		
d. Phase I ESA	$ 2,200.00	14 days
e. Hydrogeologic Assessment	$ 20,800.00	42 days
f. Survey	$_____	_____ days
(Wetlands and Geotechnical work to be performed concurrent with Survey work)		
g. Preliminary Design Phase	$_____	_____ days
h. Permitting	$_____	_____ days
i. Easement Maps	$_____	_____ days
____ Easements @ $_____ each		
j. Final Design Phase	$_____	_____ days
k. Bidding and Negotiating Phase	$_____	_____ days
l. Construction Phase	$_____	_____ days
m. Post-Construction Phase	$_____	_____ days
Basic Services Total	**$ 36,500.00**	**56 days**

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2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

5. The date for project completion shall be determined by adding the above noted Total Duration, also known as the "Time of Completion" to the date of the Notice to Proceed issued by Brunswick County.

This Task Order, 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. This Task Order 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 § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Task Order by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

_____
Clerk to the Board

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[SEAL]

ECS Southeast, LLP

By: Kris J. Stamm

Printed Name: Kris J. Stamm

Title: Vice President

Date: 10/7/2022

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

_____
Aaron C. Smith, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

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

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Environmental Questionnaire for User

Completion required for conformance with ASTM E 1527-21. Failure to provide this information may preclude CERCLA liability protections for the property purchaser. Please return answered form to ECS.

Site Name: _____

Name and Title of Person Completing Questionnaire (Please Print):

_____

Signature of Person Completing Questionnaire:

_____

Date: _____

Name of Your Company and Your Contact Number (Please Print):

_____

ASTM E 1527-21 indicates that, "Either the user shall make known to the environmental professional the reason why the user wants to have the Phase I Environmental Site Assessment performed or, if the user does not identify the purpose of the Phase I Environmental Site Assessment, the environmental professional shall assume the purpose is to qualify for an LLP to CERCLA liability and state this in the report." As the user of this ESA, what is the reason for conducting the Phase I ESA? If this question is unanswered, ECS will assume that the user's reason for the ESA is to qualify for landowner liability protections to CERCLA liability.

Please state reason for having ESA performed: _____

_____

_____

Will you provide Property Title Records and a Legal Description to ECS?

Please select one: **NO** ☐ **YES** ☐

Will you provide a 50-year chain of title abstract to ECS?

Please select one: **NO** ☐ **YES** ☐

Please Send Information Promptly

(1a.) Environmental liens that are filed or recorded against the site (40 CFR 312.25). ASTM E 1527-21 states that the user should perform a review of recorded land title records and judicial records for environmental liens or activity and use limitations for the site. Please forward the results of the land title record and judicial record review. If you would prefer, ECS can obtain this information from a third party provider for **an additional fee**. Please let ECS know if you would like to contract ECS for this service.

Please select one: **Client to Provide** ☐ **ECS to Obtain** ☐

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(1b.) **Activity and use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).** Are you aware of any activity and use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

Please select one: **NO** ☐ **YES** ☐
If yes, please explain: _____

(2.) **Specialized knowledge -** As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

Please select one: **NO** ☐ **YES** ☐
If yes, please explain: _____

(3.) **Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).** Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:

(a.) Do you know the past uses of the property?

Please select one: **NO** ☐ **YES** ☐
If yes, please state uses: _____

(b.) Do you know of specific chemicals that are present or once were present at the property?

Please select one: **NO** ☐ **YES** ☐
If yes, please explain: _____

(c.) Do you know of spills or other chemical releases that have taken place at the property?

Please select one: **NO** ☐ **YES** ☐
If yes, please explain: _____

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(d.) Do you know of any environmental cleanups that have taken place at the property?

Please select one: **NO** ☐ **YES** ☐
If yes, please explain: _____

_____

_____

(4.) Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29). Does the purchase price being paid for this property reasonably reflect the fair market value of the property?

Please select one: **NO** ☐ **YES** ☐
If no, please explain: _____

_____

_____

If you are aware that there is a difference, is the lower purchase price because contamination is known or believed to be present at the property?

Please select one: **NO** ☐ **YES** ☐
If yes, please explain: _____

_____

_____

(5.) Parcel Property Owner(s) & Contact Number(s):

A. _____

B. _____

C. _____

D. _____

Property Manager and Occupant(s) & Contact Number(s)

Property Manager: _____

Occupant/Tenant: _____

Occupant/Tenant: _____

(6.) The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31). As the user of this ESA, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Please select one: **NO** ☐ **YES** ☐
If yes, please explain: _____

_____

_____

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # V. - 20.
Utilities - Ratify Grant Application Form - NWWTP Reverse Osmosis Project (Brent Lockamy, PE - Deputy Director)

From:
Brent Lockamy, PE

Issue/Action Requested:
Request that the Board of Commissioners ratify attached Brunswick County Grant Application Evaluation Form.

Background/Purpose of Request:
The Board of Commissioners approved a resolution in May 2018, for the Chairman of Commissioners to sign the grant application and make subsequent submittals required by the application. In order to be considered for grant funding for the Northwest Water Treatment Plant improvement and expansion project by the North Carolina Department of Environmental Quality, the completed and signed application was submitted in order to meet the September 30, 2022, deadline.

Staff recommends that the Board of Commissioners ratify the Grant Application Evaluation Form.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
N/A

County Manager's Recommendation:
Recommend that the Board of Commissioners ratify attached Brunswick County Grant Application Evaluation Form.

ATTACHMENTS:

Description

- Utilities - Resolution - Attach 1
- Utilities - Grant Evaluation Form - Attach 2
- Utilities - Grant Application - Attach 3

County of Brunswick

Office of the County Commissioners

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water treatment works and wastewater conveyance projects; and

WHEREAS, Brunswick County has need for and intends to construct a water treatment improvements and expansion project, including a wastewater conveyance system project described as Expanding the Northwest Water Treatment Plant capacity and the improving treatment with the addition of advanced treatment processes for removal of emerging contaminants; and

WHEREAS, Brunswick County intends to request state (loan or grant) assistance for the project.

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

That Brunswick County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State (loan or grant) award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Brunswick County to make scheduled repayment of the loan, to withhold from Brunswick County any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Frank Williams, the **Authorized Official**, and successors so titled*, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of

*Randy Thompson is Frank Williams' successor as Chairman of Commissioners

North Carolina for a (loan or grant) to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 7th day of May 2018 at Brunswick County, North Carolina.

Frank Williams, Chairman
Brunswick County Commissioners

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Brunswick County Board of Commissioners does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of Brunswick County duly held on the 7th day of May, 2018; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of May, 2018.

Andrea White, NCCCC
Clerk to the Board

BRUNSWICK COUNTY
NORTH CAROLINA

BRUNSWICK COUNTY
Grant Application Evaluation Form

Lead Department: Public Utilities		Date: 9-27-22
Department Head: John Nichols		Department Contact for Grant: Brent Lockamy
Co-Applicants / Other Participating Departments/Agencies/Community Organizations:		
Grant Title: SRF Application for NWTP RO Project (PFAS Removal)		
Funding Organization: State Revolving Fund		
Grant Period/Term: 20 year	Grant Amount: $149,175,000 ~~$15,000,000.00~~	☑ New Grant ☐ Recurring Grant Multi-Year Grant? ☐ Yes ☐ No
Matching Funds? ☐ Yes ☑ No	If Yes, Amount: $	☐ In Kind_____ ☐ Cash_____ ☐ Other
Describe how match will be met.		
Are matching funds in the current budget or does the match require additional funding? Please explain. ☐ Available ☐ Additional Needed ☑ N/A- No matching funds required/requested		
Briefly describe the purpose of the grant. Offset existing funding instruments for the NWTP Expansion and Upgrades Project. Instrument may be up to $15M in combined grants and low-interest loans and depends on project priority score and funding availability.		

Program Duplication / Cost Recovery	
Will this project **in any way** duplicate or compete with another service or program provided by Brunswick County, another local agency or community organization?	☐ Yes ☑ No ☐ Possibly
Will this grant provide support for a mandated service?	☑ Yes ☐ No
Can we capitalize on this funding to meet current and/or future equipment or facility needs?	☑ Yes ☐ No
Will this grant result in supplanting? *Supplanting occurs when a state, local, or Tribal Government reduces state, local, or tribal funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity.*	☐ Yes ☑ No

Additional Grant Considerations	
Can the scope of work be completed within grant time frame allotted?	☑ Yes ☐ No ☐ Possibly
Can the requirements of this grant be met with current staffing levels?	☑ Yes ☐ No ☐ Possibly
Will new positions be requested (or expiring grant funded positions extended)?	☐ Yes ☑ No
If Yes, how many new positions will be funded by the grant?	_____ new positions
How many existing positions will be funded by the grant?	_____ existing positions
Will the grant create a program or require any County commitment for funding after grant funding ends?	☑ Yes ☐ No
Will the grant contain subcontracts/sub awards or contractual services? If Yes, please explain: Grant may require federal procurement conditions.	☑ Yes ☐ No
Description of items or services to be purchased with funds: Funds will be applied towards the NWTP Expansion and Upgrades Project.	
Will any items purchased with grant funds revert back to the granting agency?	☐ Yes ☑ No If yes, explain
Is funding received in advance or on a reimbursement basis?	☐ In Advance ☑ Reimbursement

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

Department Head Signature — Date: 9/27/2022

Director of Fiscal Operations — Date: 9/29/22

County Manager — Date: 10/3/22

☑ Approved by County Manager
☑ Requires BOCC (Agenda Item Needed)

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North Carolina Department of Environmental Quality
Division of Water Infrastructure
Application for Funding

(Last updated: July 2022)

1. General Information

Applicant Name	County	Unique Entity Identifier (UEI)
Brunswick County	Brunswick	MJBMXLN9NJT5
Project Name	**Federal Tax ID #**	**PWSID or NPDES # (if applicable)**
Northwest Water Treatment Plant Expansion and Upgrades	56-6000278	04-10-045

Applicant Type

- ☐ Municipality
- ☒ County
- ☐ Water and Sewer District
- ☐ Water and Sewer Authority
- ☐ Sanitary District
- ☐ Non-Profit Water Corporation
- ☐ Council of Government or Non-Profit Entity Partnering with Municipality or County for LASII Stormwater Project
- ☐ Other (Specify:)

Funding Amount Requested
$149,175,000

Total Project Cost
$149,175,000

Funding Type(s) Requested

Drinking Water or Wastewater Planning
- ☐ Asset Inventory and Assessment (AIA)
- ☐ Merger/Regionalization Feasibility (MRF) Study
- ☐ Pre-Construction Planning Grant (without construction)
- ☐ Stormwater Planning Grant (LASII)
- ☐ Develop and Implement a New Stormwater Utility (LASII)

Construction Project
- ☒ Drinking Water
- ☐ Wastewater
- ☐ CWSRF Green Project: stream restoration, stormwater SCM, reclaimed water
- ☐ CDBG-Infrastructure (CDBG-I)
- ☐ Stormwater Construction (LASII)

CDBG-I only:
LMI Determination Method: ☐ ACS ☐ Survey
LMI Percentage:

Acceptance of Funding Offer (for Construction Projects only)

These questions will be used to identify the best funding fit. Funding from the American Rescue Plan Act (ARPA) and CDBG-I is available as grants, and principal forgiveness is available from the State Revolving Funds.

1. I am willing to accept funding that includes federal conditions. ☒ Yes ☐ No
2. I will only accept a funding offer (loan and/or grant) if a minimum of $0 is offered as a grant or principal forgiveness. *Enter $0 if you are willing to accept a loan offer with no grant or principal forgiveness.*
3. ☐ Because of the potential hardship related to a State Revolving Fund and/or State Reserve Program loan, this application seeks to replace the $ loan awarded to the Insert Project Name (Insert project number) with grant funding. *Note: loans that have already received disbursements are not eligible.*

2. Drinking Water and Wastewater System Parameters (Not applicable for stormwater projects)

Residential Sewer Connections	Residential Water Connections
21,474	47,127
Non-Residential Sewer Connections	**Non-Residential Water Connections**
25	25
Monthly Sewer Bill per 5,000 gallons	**Monthly Water Bill per 5,000 gallons**
$52.00	$36.75

Percentage of Utility Bills Collected and Rate Increase Percentages

Year	Percentage of Utility Bills Collected	Rate Increase Percentage
2021	99.93%	0.00%
2020	99.91%	-1.21%
2019	99.91%	0.00%
2018	99.70%	0.00%
2017	99.81%	0.00%

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3. Applicant Contact Information	
Authorized Representative Name:	Randy Thompson
Authorized Representative Title:	Chairman, Brunswick County Commissioners
Mailing Address Line 1:	PO Box 249
Mailing Address Line 2:	
City:	Bolivia
State:	North Carolina
Zip Code:	28422
Physical Address Line 1:	Brunswick County Government Complex
Physical Address Line 2:	30 Government Center Drive, NE
Physical Address City:	Bolivia
Physical Address State:	North Carolina
Physical Address Zip Code:	28422
Phone Number:	(910) 253-2653
Email Address:	john.nichols@brunswickcountync.gov (John Nichols is Director of Public Utilities and will serve as project contact)
4. Application Preparer Contact Information	
Firm Name:	CDM Smith
Contact Name:	Trenton Jackson
Mailing Address Line 1:	5400 Glenwood Avenue
Mailing Address Line 2:	Suite 400
City:	Raleigh
State:	North Carolina
Zip Code:	27612
Physical Address Line 1:	5400 Glenwood Avenue
Physical Address Line 2:	Suite 400
Physical Address City:	Raleigh
Physical Address State:	North Carolina
Physical Address Zip Code:	27612
Phone Number:	(919) 325-3583
Email Address:	jacksonta@cdmsmith.com
5. Engineer Contact Information	
Is the engineering firm different from the application preparer?	☐ Yes ☒ No
Engineering Firm Name:	
Contact Name:	
Mailing Address 1:	
Mailing Address 2:	
City:	
State:	
Zip Code:	
Physical Address Line 1:	
Physical Address Line 2:	
Physical Address City:	
Physical Address State:	
Physical Address Zip Code:	
Phone Number:	
Email Address:	

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6. Project Description (see Instructions)

The Northwest Water Treatment Plant (WTP) Expansion and Upgrades project is needed to meet the following two objectives: 1) Expand the capacity of the Northwest WTP from 24 MGD to 45 MGD to keep up with growth in Brunswick County, and 2) Add advanced treatment processes to the Northwest WTP that can reliably remove harmful contaminants that have been identified in the Cape Fear River source water. These contaminants include GenX, per- and polyfluoroalkyl substances (PFASs), 1,4-dioxane, Nafion byproducts, and other potentially harmful contaminants found in the Cape Fear River.

The project includes the design and construction of the following improvements and upgrades:

- Approximately 2,000 linear feet of new raw water pipeline
- New rapid mix basin
- Uprating existing Pulsator® clarifiers to SuperPulsator® clarifiers
- New Greenleaf® filter modules
- Expansion and upgrades to chlorine gas disinfection system
- New Low Pressure Reverse Osmosis (LPRO) membrane treatment facilities
- New reverse osmosis feed pumps, and cartridge filters, and chemical systems
- New mineral re-stabilization facilities
- Chemical system upgrades such as pumps to support increased treatment capacity
- Approximately 3 miles of new reverse osmosis concentrate discharge pipeline to the Cape Fear River
- New solids gravity thickener
- Upgrades to existing backwash waste and solids equalization and treatment
- Electrical, Instrumentation, Architectural, Structural, HVAC, and Plumbing improvements to support expansion and upgrades

The project was bid in April 2020, awarded in May 2020, and construction began in June 2020. The project contract requires Final Completion by December 10, 2023. The purpose of this application is to replace existing funding instruments (i.e. cash and bonds) with more favorable instruments administered by the Division of Water Infrastructure.

Estimated number of <u>new</u> connections served by Drinking Water or Wastewater construction project: N/A

For Drinking Water and Wastewater Construction, CDBG-I, CWSRF Green Projects, Pre-Construction Planning Grants:

☐ The proposed project is a result of an Asset Inventory and Assessment grant previously awarded by the Division.

☐ The proposed project is a result of a Merger / Regionalization Feasibility Study grant previously awarded by the Division.

☒ None of the above.

7. Additional Information for Consideration

N/A for DWSRF

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8a. Project Budget for All Construction Projects and Drinking Water/Wastewater Pre-Construction Planning Grants only. Do *not* use for AIA, MRF, Stormwater Planning Grant (LASII), or Develop and Implement a New Stormwater Utility (LASII) projects.

1. Drinking Water/Wastewater: Costs for portions of the project that will fulfill the requirements related to rehabilitating or replacing waterlines, old infrastructure, lead service lines (DW/WW Priority Rating System Line Items 1.C, 1.C.1 or 1.D.1) must be labeled and shown separately to successfully claim points.
2. Stormwater: Costs for stormwater quality project components and costs for stormwater quantity project components (Stormwater Priority Rating System Line Items 1.A or 1.C), must be labeled and shown separately to successfully claim points.
3. All: Costs for portions of the project that will benefit disadvantaged areas (DW/WW Priority Rating System Line Items 1.E or 4.D, Stormwater Priority Rating System Line Item 4.C) must be labeled and shown separately to successfully claim points.
4. Add additional lines as needed.

Indicate construction costs by line item (e.g., linear feet of different-sized lines, each type of stormwater control measure, each stream restoration/enhancement/stabilization reach). Include a more detailed construction cost budget if needed.	**Division Funding Requested**	**Other Secured Funding Source(s)[1]**	**Total Cost Amount**
Construction Costs[2]			
Site Work and Yard Piping (WTP)	$14,824,970.86	$14,824,970.86	$14,824,970.86
Rapid Mixing	$1,996,298.50	$1,996,298.50	$1,996,298.50
Clarifier Conversion to SuperPulsator®	$10,570,564.21	$10,570,564.21	$10,570,564.21
New Filter Modules	$15,719,487.13	$15,719,487.13	$15,719,487.13
Reverse Osmosis Facility	$49,427,478.27	$49,427,478.27	$49,427,478.27
Chemical Upgrades	$4,636,212.37	$4,636,212.37	$4,636,212.37
Residuals Improvements	$2,061,750.91	$2,061,750.91	$2,061,750.91
Electrical Upgrades	$12,217,783.20	$12,217,783.20	$12,217,783.20
Concentrate Pipeline (20,000 LF, 18" PVC)	$4,130,404.19	$4,130,404.19	$4,130,404.19
Outfall Construction	$982,563.11	$982,563.11	$982,563.11
Sitework (Outfall)	$882,487.24	$882,487.24	$882,487.24
Contingency (10% of construction costs):	*$11,745,000.00*	*$11,745,000.00*	*$11,745,000.00*
Construction Subtotal:	**$ 129,195,000**	**$ 129,195,000**	**$ 129,195,000**
Engineering Costs			
Engineering Design	$ 19,900,000	$ 19,900,000	$ 19,900,000
Engineering Subtotal:	**$ 19,900,000**	**$ 19,900,000**	**$ 19,900,000**
Administration Costs			
Easement Preparation	$ 40,000	$ 40,000	$ 40,000
Engineering Report and Environmental Information Document Preparation	$ 40,000	$ 40,000	$ 40,000
Administration Subtotal:	**$80,000**	**$80,000**	**$80,000**
TOTAL PROJECT COST:	**$149,175,000**	**$149,175,000**	**$149,175,000**

1. Project has been funded entirely through municipal bonds and reserves. The applicant is seeking to replace current funding instruments with more favorable instruments.

2. Project has been bid and awarded as two lump sum contracts, the NWTP Expansion and Upgrades project ($122.6M) and Concentrate Discharge Pipeline project ($6.595M). Construction costs have been broken down to reflect estimated costs per line item totaling to these awarded sums.

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A Professional Engineer signature and seal for the estimate *must be provided* in the space to the right for the application to be considered complete.	

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Certification by Authorized Representative

The attached statements and exhibits are hereby made part of this application, and the undersigned representative of the Applicant certifies that the information in this application and the attached statements and exhibits are true, correct, and complete to the best of his/her knowledge and belief. By initiating each item and signature at the end of this application, he/she further certifies that:

RT 1. as Authorized Representative, he/she has been authorized to file this application by formal action of the governing body;

RT 2. the governing body agrees to provide for proper short-term and long-term maintenance and operation of the approved project after its completion;

RT 3. the Applicant has substantially complied with or will comply with all federal, state, and local laws, rules, and regulations and ordinances as applicable to this project;

RT 4. the Applicant will adopt and place into effect on or before the completion of the project a schedule of fees and charges which will provide for the adequate and proper operation, maintenance, and administration and repayment of all principal and interest on loans (if applicable) of the project [if not applicable, initial "N/A"];

RT 5. the Applicant has followed proper accounting and fiscal reporting procedures, as evidenced by the Applicant's most recent audit report, and that the Applicant is in substantial compliance with provision of the general fiscal control laws of the State;

RT 6. the Project Budget for all construction projects and pre-construction planning grants provided in this application form (Section 8a, if applicable) includes all funding requested from all sources of funding proposed for this project;

RT 7. the (Town or County), North Carolina is organized and chartered under the laws of North Carolina, or the special purpose unit of local government is incorporated under the laws of North Carolina. All officials and employees are aware of, and in full compliance with NCGS 14-234, "Public officers or employees benefiting from public contracts; exceptions." (For units of local government only. All others should initial "N/A");

RT 8. the Applicant acknowledges that all loans and Viable Utility Reserve grants are subject to approval by the Local Government Commission (not applicable for CDBG-I or stormwater projects);

N/A 9. the Applicant acknowledges that if the application is for a drinking water or wastewater project and any one of the local government units involved in the project is designated as distressed by the State Water Infrastructure Authority and the Local Government Commission, the local government unit(s) must complete the viable utility requirements in NCGS 159G-45(b) by conducting an asset assessment and rate study, participate in a training program, and develop a short-term and long-term action plan considering infrastructure repair, maintenance, and management, continuing education, and long-term financial management plan. Additional conditions may be imposed on the local government(s) designated as distressed by the State Water Infrastructure Authority and/or the Local Government Commission. (Initial "N/A" if does not apply to project type or all local governments involved in the project).

RT 10. the Applicant acknowledges that, in accordance with G.S. 120-157.2, for local government debt to be issued greater than $1,000,000, the local government must report to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission (For units of local government only. All others, and CDBG-I and stormwater (LASII) applicants should initial "N/A"); and

RT 11. if the Applicant receives a grant with American Rescue Plan Act (ARPA) State Fiscal Recovery Funds, the Applicant acknowledges and accepts the following conditions:

a) all ARPA project funds must be reimbursed by December 31, 2026;
b) project funds will not be used to pay existing debt or as a match for other federal funds;
c) if the project is also funded with other federal funds, the federal requirements of the other funds will apply to the ARPA funds; and
d) for projects receiving ten million dollars or more in ARPA funding: recipients must certify or provide plans and reports meeting federal requirements on reporting on prevailing wage rates, project labor agreements, and related information as specified in the U.S. Treasury's *Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds*.

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Completeness Checklist

In addition to this application, the following items must be included in the application package to be eligible or to successfully claim priority points. **Failure to include or properly document an item marked with * will result in an incomplete and ineligible application which will not be considered for funding.** Please initial that each item is included in this submittal. If not applicable for the project, please initial "N/A".

RT	Resolution by Governing Body of Applicant with Certification by Recording Officer * †
N/A	Resolution by Governing Body of Applicant to Develop and Implement a Stormwater Utility with a Stormwater Enterprise Fund * † [for 'Develop and Implement a New Stormwater Utility' project only; *replaces* "Resolution by Governing Body of Applicant with Certification by Recording Officer" above]
RT	Comprehensive Narrative to Claim Points in the Priority Rating System *
RT	Documentation to Support the Comprehensive Narratives, including maps or images as needed
RT	Applicable Priority Rating System Form to Claim Points † [for Construction Projects and Pre-Construction Planning Grants only]
RT	Affordability Calculator † or handwritten affordability calculations [not applicable to CDBG-I, AIA, MRF, or stormwater projects (LASII)]
RT	Fund Transfer Certification with appropriate box checked * † [not applicable to CDBG-I or stormwater projects (LASII)]
RT	Water & Sewer Financial Information Form † [not applicable to stormwater projects (LASII)]
N/A	Commitment of Other Funds Form, Low to Moderate Income Documentation, and Federal Compliance Documents* † [for CDBG-I applications only]
N/A	Stormwater Entity Eligibility Certification Form * † [for stormwater projects (LASII) only]
RT	Current rate sheets and NC Water & Sewer Rate Form† in effect on application deadline (for both water and sewer if the utility provides both water and sewer, or for water or sewer depending on the utility service) [not applicable to stormwater projects (LASII)]
N/A	Current stormwater fees in effect on application deadline [for stormwater projects (LASII) only if fees apply]
RT	PE Seal on Project Budget * [for Construction Projects and Pre-Construction Planning Grants only]

* Required in the application package. Failure to include or properly document will result in an incomplete and ineligible application which will not be considered for funding.

† Forms and templates are available separately on the Division's application webpage.

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Submittal Information

All application packages must be submitted electronically at https://edocs.deq.nc.gov/Forms/OPA-ARPA

See Instructions on completing the form online.

Online submittal of the application package is sufficient for all applications, except for CDBG-Infrastructure applications.

For CDBG-Infrastructure applications only*:** in addition to submitting the application package electronically at the link above, you must **send one (1) original hard copy of the application package to:

Mailing Address† (US Postal Service *only*)
Division of Water Infrastructure
1633 Mail Service Center
Raleigh, NC 27699-1633

Physical Address (FedEx, UPS)‡
Division of Water Infrastructure – 8th Floor, Archdale Building
512 North Salisbury Street
Raleigh, NC 27604
919.707.9160

* Provide a hard copy that is bound (e.g., report cover with fasteners, plastic report combs, spiral or 3-ring binders). No paper clips, staples or binder clasps.
† Please allow two weeks for delivery if mailing via the US Postal Service.
‡ For all courier services, please use the physical address, as having a courier deliver to the mailing address will delay package delivery.

Application Signature

Original signature is required for the application.
Application with no signature is incomplete and ineligible for consideration.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Randy Thompson	Chairman	9/30/22
TYPED NAME	TYPED TITLE	DATE

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # VI. - 1.
Governing Body - Resolution Supporting Operation Green Light for Veterans

From:
Daralyn Spivey

Issue/Action Requested:
Request the Board of Commissioners adopt the attached resolution honoring Veterans of Brunswick County.

Background/Purpose of Request:
Brunswick County appreciates the sacrifices made by those men and woman in service to this Country and recognizes the challenges that some may face during the transition to civilian life. This resolution will allow for those veterans are seen, appreciated and supported

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Not Applicable

County Manager's Recommendation:
Recommend that the Board of Commissioners adopt the attached resolution honoring Veterans of Brunswick County.

ATTACHMENTS:

Description

- Resolution - Operation Green Light

County of Brunswick

Office of the County Commissioners

RESOLUTION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than $52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, Brunswick County appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted.

NOW THEREFORE BE IT RESOLVED, with designation as a Green Light for Veterans County, Brunswick County hereby declares from November 7-13, 2022 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service; and

BE IT FURTHER RESOLVED, that in observance of Operation Green Light, Brunswick County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

Adopted this the 7th day of November 2022.

_____

Randy Thompson
Chairman, Board of Commissioners

_____

Daralyn Spivey NCCCC, CMC
Board Clerk

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # VII. - 1.

From: Administration - Inclement Weather Pay 9/30/22
Steve Stone, County Manager

Issue/Action Requested:
Request that the Board of Commissioners consider approving a one time payment of up to one normal shift's pay to each essential employee for the hours worked on any shift that began during 9/30/22.

Background/Purpose of Request:
Because of the weather conditions on Friday, September 30th, County offices were closed. Under current policy, employees who are not considered essential and are not requested to report to work during office closing periods are paid their normal compensation for the days closed. Essential employees who are requested to work are also only paid their usual compensation for the day, unless a State of Emergency is declared. There was not a State of Emergency declared by the County on 9/30.

We are recommending a revised inclement weather policy for the Board's consideration that will address this perceived inequity in the current policy as well as recommend other constructive changes to the policy, however the proposed revisions will not be ready for the Board's consideration until the 11/7/22 meeting.

As an interim measure of good faith to employees who worked while the County was closed, we are recommending a one-time payment of additional County Closure Pay to each employee for hours worked up to their normal shift. This is for every employee who worked a shift beginning anytime on Friday, September 30th, 2022. Such payment would be included on the paycheck that will be issued on Thursday, November 3rd, 2022.

Fiscal Impact:
Reviewed By Director of Fiscal Operations
Funds available in the current budget. Any availability of alternate funding sources (FEMA) will be brought to the board for appropriation at a later date.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners consider approving a one time payment of up to one normal shift's pay to each essential employee for the hours worked on any shift that began during 9/30/22.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # VII. - 2.
Parks & Recreation - Capital and Deferred Maintenance Funding Request

From:
Aaron Perkins

Issue/Action Requested:
Request that the Board of Commissioners appropriate available Fund Balance to pay-go operating improvements previously identified in the 5-Year Capital Improvement Plan for park repair, maintenance, and capital improvements.

Background/Purpose of Request:
Previously presented to the Board during the October 3, 2022 Commissioners Meeting, and tabled until further information could be provided

The County had previously identified deferred maintenance, repair, and capital needs within Dutchman Creek Park, Brunswick Nature Park, Town Creek Park, and Ocean Isle Beach Park in our 5-Year Capital Improvement Plan.

These projects were presented during the FY23 budget process that held merit but could be postponed temporarily. These projects also align with other maintenance, repair, and capital improvements being made at other County parks utilizing ARPA funds.

Funds will be utilized to improve park access, security, ADA accessibility, lighting, signage, equipment/amenity replacement and maintenance, and aesthetics. Installation of automatic gates at several of the parks will also provide the County with annual cost savings by eliminating the need for full and part-time staff from opening and closing the gates daily (an estimated cost savings of $99,000/annually).

Dutchmen Creek Park - $240,000
Brunswick Nature Park - $46,000
Town Creek Park - $74,000
Ocean Isle Beach Park - $48,000

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations
Amendment appropriates fund balance of $408,000 for operating improvements at the parks

Approved By County Attorney:
Yes

ATTACHMENTS:

Description

- Park Improvement Project Detail
- Budget Amendment
- Park Deferred Maintenance & Capital Need Request

Dutchman Creek	
Playground	$ 148,000.00
Shelter	$ 54,000.00
Sign, Landscaping and lighting	$ 18,000.00
Fencing	$ 20,000.00
	$ 240,000.00

Brunswick Nature Park	
Sign, Landscaping and lighting	$ 18,000.00
Entrance Rolling Gate	$ 18,000.00
ABC Stone	$ 10,000.00
	$ 46,000.00

Town Creek Park	
Entrance and Perimeter Fencing	$ 38,000.00
Entrance Rolling Gate	$ 18,000.00
Sign, Landscaping and lighting	$ 18,000.00
	$ 74,000.00

Ocean Isle Beach	
Amphitheater	$ 5,000.00
Sign, Landscaping and lighting	$ 18,000.00
Fencing and Entrance Rolling Gate	$ 25,000.00
	$ 48,000.00

Request Info	
Type	Budget Amendment
Description	Parks Operating Improvements
Justification	Board Meeting 10/17/2022-Appropriate fund balance of $408,000 for operating improvements at the parks.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	408000	Increase	Credit
106130	459000	Parks	Cap Outlay-Improvements	408000	Increase	Debit

Total

Grand Total:	816000

Park Improvements & Deferred Maintenance Request

Board of County Commissioner's Meeting

October 17, 2022

Improvement & Replacement Need

- Improvements proposed will address deferred maintenance items that are needed to prevent/delay larger future capital expenses
- Replacements/Improvements proposed improve park functions, safety, accessibility, aesthetics, and branding
- Improvements reduce liability to the County (playground safety, ADA accessibility, security)
- Improvements address common complaints received from park patrons and third-party field/amenity rentals
- Improvements will provide personnel efficiencies and cost reductions with automated park access controls ($99,000 annual personnel expense opening/closing parks daily)
- Proposed projects align with improvements being made in other County parks using ARPA funds

Brunswick Nature Park

- Driveway and Entrance Improvements
  - Lay new ABC Stone (5,000’ Gravel Entrance and Parking Areas)
  - Repair potholes and rough driveway surface
- Installation of Electronic Rolling Entrance Gate
  - Existing Gate is made of 2” Aluminum tubing, and has been damaged
  - Rolling gate will improve safety and access to the park. The lock has been cut from the gate numerous times, allowing visitors in the park after-hours
  - Reduces staff time to open and close the gate daily
- Improve Signage, Landscaping and Lighting
  - Existing sign is aging and needs repair
  - Replace the sign to match other County park facilities
  - Improves visibility/aesthetics of the park access from River Road
- Total Amount: $46,000

Dutchman Creek Park

- Playground Replacement
  - Originally installed in the late 1990's, the existing playground has reached the end of its useful life (cracked, rusted and faded surfaces)
  - No ADA Accessibility
  - Replacement Parts and Equipment are unavailable
- Shelter Installation
  - The park currently lacks shade/shelter for visitors
  - Citizens have requested a shaded sitting area near the playground
- Improve Signage, Landscaping and Lighting
  - Replace existing signage to match new County park facilities signage
  - Improve aesthetics of the park entrance and park interior
  - Address lighting issues in the park and parking lot to improve safety
- Total Amount: $240,000

Town Creek District Park

- Replace Entrance Gate and Front Perimeter Fencing
  - Originally installed in the 1980's, the fence and gate have been damaged over the years, and show significant signs of aging (rust, dented/leaning poles, curling of the fence bottoms)
  - Replacement of the gate/fence will reduce staff resources needed to open and close the gate on a daily basis
  - Gate/Fence replacement will address ongoing safety concerns of staff
  - Improves visibility/aesthetics of the park access from Hwy 17
- Improve Signage, Landscaping and Lighting
  - Replace existing signage to match new County park facilities signage
  - Improve aesthetics of the park entrance and park interior
  - Address lighting issues in the park and parking lot to improve field usage and patron safety
- Total Amount: $74,000

Ocean Isle Beach Park

- Amphitheater Maintenance
  - Originally installed in 2009, the Amphitheater is used for youth rallies, weddings, small concerts, private dinners/events, and youth sports ceremonies
  - Needs sanding, staining, and resealing due to age and impacts of weather
  - Maintenance today will prevent significant future expenses for repair/replacement
- Installation of Entrance Gate and Front Perimeter Fencing
  - Park does not have existing perimeter fencing along the front of the park
  - Installation of new entrance gate will reduce staff resources needed to open and close the gate on a daily basis
  - Improves visibility and safety of the park access from Old Georgetown Road
- Sign, Landscaping and Lighting
  - Replace existing signage to match new County park facilities signage
  - Address lighting issues in the park and parking lot to improve field usage and patron safety
- Total Amount: $48,000

BRUNSWICK COUNTY
PARKS AND RECREATION
Brunswick
Nature
Park

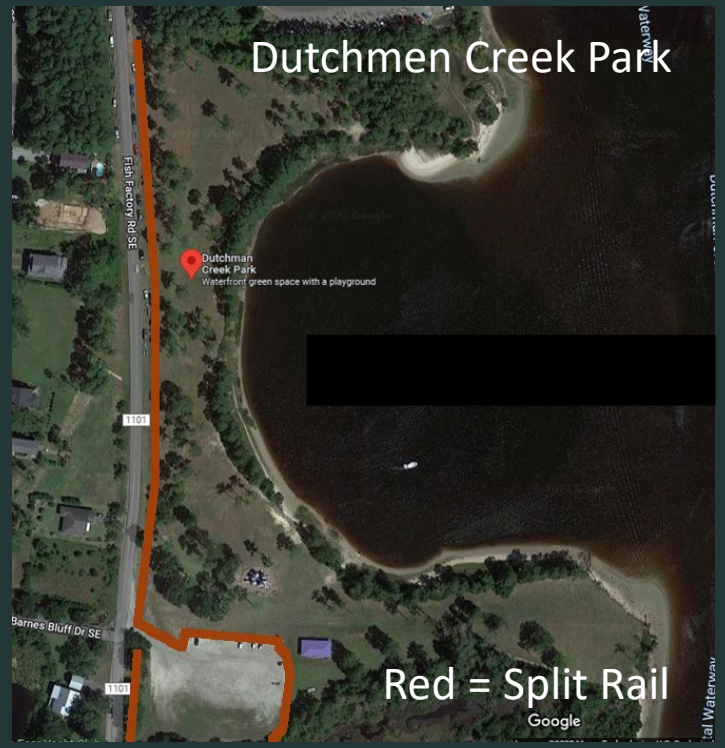
BRUNSWICK COUNTY
NORTH CAROLINA
DUTCHMAN CREEK PARK
A PARTNERSHIP BETWEEN PROGRESS ENERGY
& BRUNSWICK COUNTY PARKS & RECREATION

NOTICE

TOWN CREEK PARK
Brunswick County Parks & Recreation
NOTICE

Town Creek Park
thestudio.church
Town Crk Pk
Black = Chain Link
Red = Split Rail

Timer Controlled Rolling Gate Example


Dutchmen Creek Park
Fish Factory Rd SE
Dutchman Creek Park
Waterfront green space with a playground
Barnes Bluff Dr SE
1101
Red = Split Rail
Google

BRUNSWICK COUNTY
PARKS & RECREATION
SMITHVILLE TOWNSHIP DISTRICT PARK
8392 River Road SE, Southport, NC 28461
New Park Signage Example

Chain Link Fence Example

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # VII. - 3.
Planning - Municipal Planning Services for Town of Sandy Creek (Kirstie Dixon)

From:
Kirstie Dixon, Planning Director

Issue/Action Requested:
Request that the Board of Commissioners consider entering into an Interlocal Agreement with the Town of Sandy Creek to provide municipal planning services.

Background/Purpose of Request:
In June, Mayor Glenn Marshall with the Town of Sandy Creek requested that Brunswick County enter into an Interlocal Agreement with the Town of Sandy Creek for municipal planning & zoning services on a fee basis. Mayor Marshall referenced the agreement between the City of Northwest and Brunswick County for municipal planning services. An agreement with the Town of Sandy Creek would be similar. Currently, Brunswick County Code Administration provides building inspection services within the Town of Sandy Creek. Brunswick County Planning providing general planning services is a logical extension of this relationship.

Key elements of the agreement would be:

- The Town of Sandy Creek will adopt and maintain a Unified Development Ordinance that is substantially similar to the Brunswick County Unified Development Ordinance. The Town of Sandy Creek Unified Development Ordinance and any subsequent amendments must be approved by the Brunswick County Planning Director, said approvals shall not be unreasonably held.
- Brunswick County shall provide municipal planning services for properties located within the corporate limits of the Town of Sandy Creek. Municipal planning services consist of general planning services related to the Town of Sandy Creek Unified Development Ordinance and include the following:
    - Administrating and interpreting the ordinance.
    - Providing recommendations on policy and regulatory ordinances/plans related to the Unified Development Ordinance, development, growth management, and adopted plans to the Town Council, Planning Board, and Board of Adjustment.
    - Facilitating various projects and cases through the review and approval processes including zoning development permits, rezonings, planned developments, major subdivisions, special use permits, variances, and appeal hearings.
    - Facilitating required legal ads, notices, and signs related to municipal planning services. Brunswick County will advertise Unified Development Ordinance-related matters within the Wilmington Star News Publication.
- Brunswick County shall receive compensation for providing municipal planning services by charging and receiving fees for services within the Town of Sandy Creek, based upon the Town of Sandy Creek's adopted Fee Schedule, as provided by Brunswick County. The Town of Sandy Creek shall apply for and be financially responsible for all Town-initiated requests including but limited to rezonings and text amendments.
- The Town of Sandy Creek shall maintain its own Planning Board and Board of Adjustment including scheduling meetings and keeping minutes and records. Meeting dates for the Planning Board and Board of Adjustment Meeting must be approved well in advance by the Brunswick County Planning Director, said approval shall not be unreasonably held.

- Municipal planning services would not include the following:
    - Enforcement of the Sandy Creek Unified Development Ordinance or any other adopted plan or ordinance.
    - Special planning projects or plans including hazard mitigation, strategic planning, future land use planning, visioning, CAMA land use planning, or transportation planning.
    - Any services related to engineering, flood, stormwater, solid waste, public nuisances, vegetation, CAMA permitting, or any legal services.

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

Approved By County Attorney:
Yes

County Attorney's Recommendation:
No contract drafted yet.

County Manager's Recommendation:
Recommend that the Board of Commissioners consider entering into an Interlocal Agreement with the Town of Sandy Creek to provide municipal planning services.

ATTACHMENTS:

Description

Sandy Creek Request

Mayor
Glenn Marshall
Mayor Pro-Tem
Nathan Youngs
Council Members
Ramona Barnhardt
Martina Colby
Austin Lentz

Town of Sandy Creek

Incorporated June 28, 1988

Attorney
Santana Miller

Municipal Clerk
Marion Evans

June 3, 2022

Brunswick County

Planning Department:

The Town of Sandy Creek would like to request Planning & Zoning Services from Brunswick County similar to the Unified Development Ordinances created for the City of Northwest.

If you have any questions, or need additional information, please contact the Town Clerk or myself at (240) 256-0810.

Sincerely,

Glenn Marshall

Glenn Marshall, Mayor

114 Sandy Creek Dr. • Leland, North Carolina 28451
Phone: 910.655.3153 • Fax: 910.655.3151 • Email: townofsandycreek1988@outlook.com

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # VII. - 4.
Sheriff's Office - ARPA Revenue Replacement Project - Armored Vehicle

From:
Elizabeth Bynum

Issue/Action Requested:
Request that the Board of Commissioners approve one of the Revenue Replacement Projects that is part of the overall American Rescue Plan Act (ARPA) implementation. This project, titled "Armored Rapid Response Vehicle" on the approved list, is the purchase of a specialty vehicle for the Sheriff's Office at a value of just under $330,000. Further request the Board of Commissioners award the contract for this project to Lenco Industries Inc. utilizing the North Carolina Sheriffs' Association Fire/EMS/Law Enforcement Specialty Vehicles Procurement Program Contract.

Background/Purpose of Request:
This vehicle's primary purpose will be to respond to emergencies/incidents where there is an imminent threat for either the persons at the location or the officers/first responders who are called to the scene. This includes the following: threats to schools, businesses, or other targeted locations; court-ordered search warrants and/or welfare checks; tips on missing persons or wanted individuals; and other calls commonly known as "Swatting" or warrant a response from a tactical team. In addition to these types of responses, this vehicle will also be used in a myriad of other ways including evacuations or rescues in the middle of natural disasters like hurricanes. Current vehicles used for this type of response offer no protection to the public or officers who are responding or are too small for a tactical team. Those assets are also not county-owned and could be recalled by the Federal government. The price of the completed vehicle is $329,618, with taxes and tags adding approximately $10,000 to the total cost. The only additional equipment need is a radio valued just under $4,800. If no funding is available for the taxes, tags, and radio, the Sheriff would include these items in part of the FY24 budget request.

Fiscal Impact:
Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Amendment 1 appropriates $333,000 of Assigned Fund Balance to support the purchase of an Armored Rapid Response Vehicle for the Sheriff's Office.
Amendment 2 appropriates an additional $11,800 of Fund Balance for the amount needed above the preliminary project recommendation. The additional $11,800 amendment could be funded with undesignated ARPA Revenue Replacement funds currently at $1,200,685.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve one of the Revenue Replacement Projects that is part of the overall American Rescue Plan Act (ARPA) implementation. This project, titled "Armored Rapid Response Vehicle" on the approved list, is the purchase of a specialty vehicle for the Sheriff's Office at a value of just under $330,000. Further request the Board of Commissioners award the contract for this project to Lenco Industries Inc. utilizing the North Carolina Sheriffs' Association Fire/EMS/Law Enforcement Specialty Vehicles Procurement Program Contract.

ATTACHMENTS:

Description

- Budget Amendment 1
- Budget Amendment 2
- Goods and Services Agreement

Request Info	
Type	Budget Amendment
Description	ARP Rev Repl Armored Vehicle
Justification	Board Meeting 10/17/2022 - Appropriate fund balance in the amount of $333,000 to support purchase of Armored Rapid Response Vehicle for Sheriff's Office. Vehicle was approved at the May 16, 2022 board meeting as part of the preliminary project recommendations with ARPA revenue replacement funds. Vehicle's primary purpose will be to respond to emergencies/incidents where there is an imminent threat.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	333000	Increase	Credit
104310	455000	Sheriff's Office	Cap Outlay-Equipment	333000	Increase	Debit

Total

Grand Total:	666000

Request Info	
Type	Budget Amendment
Description	Armored Vehicle
Justification	Board Meeting 10/17/2022 - Appropriate fund balance in the amount of $11,800 to support the remaining costs associated with the purchase of an Armored Rapid Response Vehicle for Sheriff's Office. Majority of purchase is funded by ARPA Revenue Replacement dollars ($333K). Vehicle's primary purpose will be to respond to emergencies/incidents where there is an imminent threat.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	11800	Increase	Credit
104310	426200	Sheriff's Office	Operating Equip $500 - $4 999	4800	Increase	Debit
104310	455000	Sheriff's Office	Cap Outlay-Equipment	7000	Increase	Debit

Total

Grand Total:	23600

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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 Lenco Industries, Inc., (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 (hereinafter referred to collectively as the "Project") and the agreed upon fees for the Project are set forth on Quotation 22340A attached hereto as Exhibit "A" and incorporated herein by reference. The specifications for the Project, including applicable warranty provisions, are set forth on Exhibit "B" attached hereto and incorporated herein by reference. Pricing for the Project is extended to County under North Carolina Sheriffs' Association Contract #23-03-0524.

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

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 10/17/2022 (the "Effective Date") and continues in effect until 10/16/2026, unless sooner terminated as provided herein. 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. Except in the event of termination by County for cause, including, without limitation, a material beach by Provider, Provider shall be entitled to just and equitable compensation for work completed and raw materials procured in connection with the Project prior to the effective date of termination. County may terminate this Agreement for cause by giving written notice of a material 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.

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3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by County to make payments under this Agreement for a given fiscal year, 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, County will promptly notify 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 County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

County agrees to pay costs as specified in Exhibit "A" or as set out above for the satisfactory completion of the Project. Unless otherwise specified, Provider shall submit an invoice to County upon completion of the Project. County shall arrange for pick-up of the goods as set forth in Exhibit A. 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, 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, 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 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 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 Provider is responsible for all income taxes and social security payments thereon.

6. PROVIDER REPRESENTATIONS

(1) 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;

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(2) Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

(3) No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;

(4) 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; except that County shall be responsible for taxes, tag, and registration of the goods pursuant to North Carolina law, as applicable;

(5) Provider shall not violate any agreement with any third party by entering into or performing the work under this Agreement;

(6) Provider will provide all goods and perform all work in conformity with the specifications and requirements of this Agreement;

(7) The goods and services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);

(8) 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;

(9) 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

(10) Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by County with respect to rules, regulations, policies and security procedures applicable to work on 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

Applicable warranty provisions are set forth on Exhibit "B." 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.

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8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of 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 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 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 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 defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of or resulting from any grossly negligent or intentional acts or omissions of Provider or its employees or agents in the execution or performance of the Agreement and any purchase orders issued under the Agreement. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

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14. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

15. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

16. REMEDIES

(1) **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such material breach has been fully cured.

(2) **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's material breach of this Agreement.

(3) **OTHER REMEDIES.** Upon material 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.

(4) **NO SUSPENSION.** In the event that County disputes in good faith an allegation of material breach by Provider, notwithstanding anything to the contrary in this

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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.

17. 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 County, that all taxes and other charges are being properly paid.

18. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with completing the Project. 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 completing the Project and other persons who may be affected thereby.

19. 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.

20. 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.

21. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential

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Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

a. in the public domain through no fault of the Recipient;

b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;

e. disclosed with the prior written consent of the Discloser; or

f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

22. 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

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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.

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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

(1) **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

(2) **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

(3) **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422

ii. For the Provider: Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA 01201

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 § 66-58.1 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.

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ATTEST:

BRUNSWICK COUNTY

_____
Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

LENCO INDUSTRIES, INC.

By: Lea Bartini

Printed Name: Lea Bartini

Title: Contracts Manager

Date: 10/11/2022

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

_____
Aaron C. Smith, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

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

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LENCO ARMORED VEHICLES
Protecting Our Nation's Defenders™
10 Betnr Industrial Drive – Pittsfield, MA 01201
PH (413) 443-7359 – FAX (413) 445-7865

EXHIBIT "A"

Quotation: 22340A

Customer Code: BRLNC
Quotation Date: 9/19/2022
Lenco Tax ID#: 04-2719777
Repeat Customer: Yes ☐ No ☑

Bill To
Brunswick County Sheriff's Office
70 Stamp Act Dr
Bolivia, NC 28422

Ship To
Customer Pick up

Payment Terms	Shipping Terms	Ship Via
Payment Upon Pick-Up	Pittsfield, MA	Customer Pick-Up
Estimated Completion	**Inhouse Contact**	**Inspection & Acceptance**
12+ Months ARO (Est.)	Dan Besemer	At Lenco's Facility in Pittsfield, MA

Item:	Product #	Qty	Unit Price	Extension
Lenco BearCat	BC55003	1	**$ 200,704.00**	**$ 200,704.00**
Paint Color: Lusterless Black	18-342			
LED Lights: All Blue				
Options:				
Diesel Engine, 6.7L Turbo	BCDLEN	1	$ 8,859.00	$ 8,859.00
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	1	$ 34,958.00	$ 34,958.00
4-Door Configuration	BC4DR	1	$ 7,858.00	$ 7,858.00
Rear A/C - Heating System: High Capacity Upgrade	BCHACUP	1	$ 7,182.00	$ 7,182.00
Electric Power Mirrors	BCMIR	1	$ 1,508.00	$ 1,508.00
(1) 7" Vertical GunPort Upgrade	BCGP7	8	$ 152.00	$ 1,216.00
Radio Prep Package, (1) Max (2)	BCINSRA	1	$ 502.00	$ 502.00
Roof Mounted Remote Control Spot Light - LED	BCSLLED	2	$ 1,404.00	$ 2,808.00
Hydraulic Front Mounted Receiver with Ram Post and Plate	BCHYDRAM	1	$ 12,479.00	$ 12,479.00
Intercom System; Inside to Outside	BCINT	1	$ 2,871.00	$ 2,871.00
VSP Style Low Profile & Scene Lighting Pkg	BCVSPL	1	$ 4,068.00	$ 4,068.00
Ram Cam with Monitor	BCRC	1	$ 23,928.00	$ 23,928.00
Gas Injector Unit	BCGIU	1	$ 14,552.00	$ 14,552.00
Break and Rake	BCBAR	1	$ 1,200.00	$ 1,200.00
360 Camera System	BC360DEG	1	$ 4,422.00	$ 4,422.00
1-Plasma Rope	BCPLAS1	1	$ 503.00	$ 503.00
BearCat (Configuration Subtotal)		**1**	**$ 329,618.00**	**$ 329,618.00**

Proprietary

Notes: North Carolina Sheriffs' Association Contract pricing used for quote.
Contract # 23-03-0524
Current Option Period End Date: June 17, 2023

Subtotal	**$ 329,618.00**
Customer Pick-Up	$ -
Tax	$ -
Total Order	**$ 329,618.00**

WARNING: Information Subject to Export Control Laws
The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 90 days. In the event of a conflict between Lenco's Terms and Conditions, and the Goods and Services Agreement to which this quote is attached and made an integral part thereof, the terms of the Goods and Services Agreement shall govern in all respects.

ACCEPTANCE OF PROPOSAL –

Authorized Signature: _____
Please Sign and Return

Authorized Signature: *Daniel Besemer*
Daniel Besemer

Thank You

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EXHIBIT "B"

LENCO ARMORED VEHICLES

Protecting Our Nation's Defenders™

SOLE SOURCE SPECIFICATIONS

Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA, 01201
E-mail: Contracting@LencoArmor.com
Phone: 413-443-7359

DATE: September 6, 2022

RE: Sole Source Specifications for the Lenco BearCat

Lenco BearCat Key Features, Testing and Certifications

Armor Protection

- Armor Panels constructed of Certified Mil-Spec Steel
- Vertical Armor Panels are .50 inch thick, one-piece solid construction from the front of the vehicle to the rear of the vehicle
- Gunports and all surrounding armor protection, including backup armor, is .50 inch thick.
- Proprietary welding technique utilized in sidewall, floor and roof construction
- Armored hood, radiator protection, fuel tank, exterior lighting armor backup, inner fender armor, door and window pocket armor backup
- Department of the Army, U.S. Army Aberdeen Test Center – Ballistic Certification for armor plate used in **every** BearCat manufactured
- Independent Third-Party Testing to the following threats / ballistic standards: EN 1063 BR7, NIJ IV, STANAG 4569 Level 2, .50 CAL M2 Multi-Hit, .50 CAL M33 Multi-Hit, DM51x2 Hand Grenades, DM31 Anti-Personnel Mine, M67x2 Hand Grenades, 20mm FSP, V50 (BL) P Ballistic Test

Mobility & Automotive Safety

- 126" – 131.5" Wheelbase
- Custom-tuned suspension, including shocks, springs, bump stops, front and rear sway bars, track bar and radius arms
- Proprietary OEM Frame-to-Body construction
- Department of the Army, U.S. Army Aberdeen Test Center, Aberdeen Proving Grounds – Automotive Performance Testing to the following standards:
  - Test Operating Procedures (TOP)
  - North Atlantic Treating Organization (NATO) Reference Mobility Model (NRMM)

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  - NATO Allied Vehicle Testing Publication (AVTP)
  - Society of Automotive Engineers (SAE)

- Human Factors Integration - Safety Assessment Review (SAR)
  - Fort Knox, KY
  - Fort Belvoir, VA

- National Highway Transportation Safety Administration (NHTSA), Office of Vehicle Safety Compliance (OVSC), Federal Motor Vehicle Safety Standards (FMVSS) Compliance Testing
  - Center of Gravity Test
  - FMVSS 105 – Hydraulic Brake Test
  - FMVSS 206 – Door Locks and Door Retention Test
  - FMVSS 207 – Seating Systems
  - FMVSS 210 – Seat Belt Anchorages
  - FMVSS 302 – Flammability of Interior Components

- National Tactical Officers Association (NTOA), Member Tested and Recommended Certification
  - 2003 Certification
  - 2020 Re-Certification

- U.S. Air Force Air Transportability Test Loading Activity (ATTLA) – Air Transportation Certification
  - Lockheed C-5 Galaxy
  - Boeing C-17 Globemaster III
  - Lockheed C-130 Hercules

Tactical Features

- Patented, zero gravity counter balanced & rotating roof hatch system
- Height-adjustable gunner stand with removable / serviceable design
- Automatic Door Lock-Out (side doors) with single tap release
- Welded Running Boards rated to hold 3,000 lbs. at each side & 2,500 lbs. on rear
- Occupant situational awareness
- 390 square feet of interior space
- 2-Piece Bumper-integrated hydraulic entry bars with attachments for Audio / Video, Chemical Deployment, and Water Deployment
- Roof Mounted Water Nozzle with internal joystick controls
- Bumper Mounted Water Nozzle with internal joystick controls
- Vehicle-Integrated On-Board SCBA System
- Tactical EMS interior layout, workstation, medical cabinet, oxygen storage and trauma lighting
- 68 Gallon Single Fuel Cell
- 40” Water Fording Package with Independent 3rd Party Testing

Service, Reliability & Interoperability

- Commercial Chassis common to government fleet

- Commercial Chassis Warranty and Service history at nearly 130 Authorized Ford Service Centers across the United States

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- Ford OEM Warranty
- 3 Year Lenco Warranty
- Operational and Support Cost: Average cost of $558 USD per 10,000 miles of operation
- Reliability, Availability and Maintainability (RAM): 24,906 mean miles between repair, 1.3 hours mean time to repair and 98% operational readiness
- Interoperability with hundreds of federal, state and local law enforcement agencies across the United States; reduces training cost and limits response time in joint operations
- Lenco Refurbishment Program – (4) individual 'Schedules' of refurbishment work that address Ford chassis components, Lenco components, paint and upgrades.
- Lenco Trade-In Program – End-of-Life vehicles can be traded-in to Lenco for value against the acquisition of a new or used model vehicle.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # VII. - 5.

From: Sheriff's Office - GHSP Traffic Unit Grant Award Acceptance
Elizabeth Bynum

Issue/Action Requested:
Request the Board of Commissioners accept a grant award with the North Carolina Governor's Highway Safety Program (GHSP) which will allow for the creation of a Traffic Unit at the Sheriff's Office. The grant provides for federal funding of three deputy positions, vehicles, and associated equipment. The total value of the grant is $331,367.00 with a 15% county match of $58,477 for a total project cost of $389,844 the first year.

Background/Purpose of Request:
The grant award was effective October 1st in accordance with the federal fiscal year, but this final document/agreement was received September 26th. In addition to this agreement, the request also asks for the Board to authorize the County Manager to execute any additional documents that may be required in connection with grant. Finally, included with this agenda item are the application, which breaks down the budget and background of grant, as well as the Resolution and Agreement of Conditions that were previously approved by the Board.

Fiscal Impact:
Budget Amendment Required, Capital Project/Grant Ordinance Required, Reviewed By Director of Fiscal Operations
Budget appropriates federal revenues of $331,367 and General Fund fund balance of $58,477 for the Governor's Highway Safety Program Grant (GHSP) Traffic Unit Safety Project.

An additional budget amendment appropriating $28,750 of other sales and services revenues for operating costs in addition to the County's Match (such as motor fuels, uniforms, small equipment, etc.) is included.

Year's 2 and 3 of the grant have not been finalized, but are projected to only provide funding of 70% and 50%, respectively.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners accept a grant award with the North Carolina Governor's Highway Safety Program (GHSP) which will allow for the creation of a Traffic Unit at the Sheriff's Office. The grant provides for federal funding of three deputy positions, vehicles, and associated equipment. The total value of the grant is $331,367.00 with a 15% county match of $58,477 for a total project cost of $389,844 the first year.

ATTACHMENTS:

Description

- Signed Resolution -- from June meeting
- Agreement of Conditions -- from June meeting
- Application

- Budget Amendment
- Budget Amendment-GF Fund Balance App.
- Budget Amendment-Additional Costs
- Grant Project Ordinance

North Carolina Governor's Highway Safety Program

LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Brunswick County Sheriff's Office (herein called the "Agency")
(The Applicant Agency)

has completed an application contract for traffic safety funding; and that Brunswick County Board of Commissioners
(The Governing Body of the Agency)

_____ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Brunswick County Board of Commissioners IN OPEN MEETING ASSEMBLED IN THE CITY OF Bolivia, NORTH CAROLINA,
(Governing Body)

THIS 20th DAY OF June, 20 22, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Sheriff John W. Ingram, V is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of $ $331,367 to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
   (Name and Title of Representative)
   (Federal Dollar Request)
3. That the Governing Body has formally appropriated the cash contribution of $ $58,477 as required by the project contract; and
   (Local Cash Appropriation)
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by Chairman Randy Thompson
(Chairperson/Mayor)

ATTESTED BY Daralyn Spivey
(Clerk)

SEAL

DATE 06-20-2022

North Carolina Governor's Highway Safety Program

Agreement of Conditions

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
   - **(a)** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
   - **(b)** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
   - **(c)** Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
   - **(d)** Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
   - **(e)** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
   - **(f)** The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
   - **(g)** The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
   - **(h)** Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
   - **(i)** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
   - **(j)** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
   - **(a)** Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
   - **(b)** Sec. 1906, Pub. L.109-59, as amended by Sec. 4011, Pub. L. 114-94;
   - **(c)** Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
   - **(d)** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
   - **(e)** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
   - **(f)** NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**

   (a) Certification Regarding Federal Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that:

   (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

(b) **Restriction on State Lobbying**. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. **Audits.**

(a) **Audit Required.** Non-Federal entities that expend $750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.

(b) **Single Audit.** Non-Federal entities that expend $750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).

(c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. **Instructions for Lower Tier Certification.**

(a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

(b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

(e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

(g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

(h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.

(j) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.

(i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.

(ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.

8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.

11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.

13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.

2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.

4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.

5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.

6. **Property and Equipment.**
   - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
   - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
   - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
     - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

(ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.

(d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of $5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.

7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of $5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.

8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.

9. **Reimbursement.**
   (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
   (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
   (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
   (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
   (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.

10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.

11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.

12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.

13. **Reports Required.**
   (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
   (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

(c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. **Out-of-State Travel.**
    (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
    (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
    (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
    (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

15. **Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
    (a) **Certifications Required.**
        (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
        (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
        (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
    (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. **Conditions for Local Governmental Agencies.**
    (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
    (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

17. **Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

18. **Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

19. **Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

20. **Continued Federal and State Funding.**
    (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

(b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

21. **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.

22. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

23. **Department Held Harmless.**
    (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
    (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

24. **Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.

25. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
    (a) Cancel, terminate, or suspend this contract in whole or in part;
    (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
    (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
    (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.

26. **Cancellation, Termination, or Suspension of Contract.**
    (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

(b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.

(c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

27. **Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

28. **E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

29. **Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

(a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;

(b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and

(c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

30. **Agency Fiscal Year.** The end date for the Agency's fiscal year is 06/30/2023

31. **Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME: Daniel Little	TITLE: Lieutenant	ADDRESS: 70 Stamp Act Drive Bolivia
SIGNATURE:	DATE: 6/8/2022	TELEPHONE NUMBER: 910-547-6680

AGENCY AUTHORIZING OFFICIAL		
NAME: John W. Ingram, V	TITLE: Sheriff	ADDRESS: 70 Stamp Act Dr. Bolivia, NC 28422
SIGNATURE:	DATE: 6/8/2022	TELEPHONE NUMBER: 910-253-2736

AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME: Elizabeth Bynum	TITLE: Comptroller	ADDRESS: 70 Stamp Act Dr. Bolivia, NC 28422
SIGNATURE: Elizabeth Bynum	DATE: 6/8/2022	TELEPHONE NUMBER: 910-253-2855

North Carolina Governor's Highway Safety Program

SECTION A – GENERAL INFORMATION

1. Project Title: * Brunswick County Sheriff Highway Traffic Safety Project

2. Agency:
1000000197 - BRUNSWICK COUNTY

3. Contact Person for Agency:
Elizabeth Bynum

4. Agency Address:
SHERIFF
PO Box 9
BOLIVIA, NC 28422-0009

5. Telephone Number: *
910-253-2855

6. Cell Phone:

7. Physical Location of Agency *
70 Stamp Act Drive
Bolivia, NC 28422

8. Email of Contact Person *
ebynum.bcso@gmail.com

9. Federal Tax ID Number / Type of Agency

Federal Tax ID Number: * 56-6000278

Unique Entity Identifier: MJBMXLN9NJT5

County: * BRUNSWICK

Type of Agency

- ○ State
- ○ Non-Profit
- ◉ County
- ○ Higher Education
- ○ Municipality
- ○ Hospital

10. Project Year *

◉ New ○ Continuation

Year: ◉ 1 ○ 2 ○ 3 ○ 4+

Fiscal Year 2023

11. Allocation of Funding *

Federal % 85.00 Local % 15.00

12. Budget	Total Project Amount	Source of Funds: Federal Amount	Source of Funds: State/Local Amount
Personnel Costs	$226,344.00	$192,392.00	$33,952.00
Contractual Services			
Other Direct Costs	$163,500.00	$138,975.00	$24,525.00
Indirect Costs			
Total Project Costs	**$389,844.00**	**$331,367.00**	**$58,477.00**

13. Specify How Non-Federal Share Will Be Provided: *
General Fund

Project Number: _____

CFDA#: 20.

Work Type: _____

SECTION B – DESCRIPTION OF PROJECT

Statement of Problem (*Provide detailed information of the highway safety problems in your area to be addressed through this project. Include countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at:*

https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)

In North Carolina, based on County Data (2016 - 2020), Brunswick County ranks 9th in Older Driver Fatal Crashes, 10th in Alcohol-Related Fatalities and 10th in Unrestrained Fatalities. Brunswick County is in the top 20% of North Carolina Counties in traffic fatalities. Brunswick County had 114 fatalities, and 446 serious injury crashes during the five-year period of 2016-2020. Brunswick County has averaged 8.8 unrestrained fatalities and 14.8 unrestrained serious injuries during the same period. This is far higher than other North Carolina counties with similar population. Brunswick County also ranks 10th in bicyclist fatalities and 27th in young driver fatal crashes during the five-year period of 2016-2020.

Brunswick County is the fifth largest county in North Carolina with a land mass of 855 square miles and is recognized as heavy industrialized and residential location as well as a popular tourist destination due to the numerous beach communities along the

eastern shore. Since the economy continues to grow, the county is continuing to experience growth in business and residential development. According to Census data, Brunswick County is in the top 25 of fastest growing counties in the country and one of the fastest growing in the state. Brunswick County's 2021 population estimate of 154,700 showed a 36.51% increase from 2010 Census records.

Contained within the county are a total of more than 917 miles of roadways. Numerous major highways as well as secondary roads transact the county in all geographical areas. Among some of the most troublesome areas in terms of serious crashes and speeding issues is U.S. Highway 17 which runs the entire length of the county from the Wilmington city limits to the South Carolina state line, and Interstate I-140 which runs from New Hanover County into Brunswick County and acts as a bypass for many motorists traveling to South Carolina. Numerous traffic incidents occur on the U.S. Highway 17 Causeway between the Wilmington city limits and Leland due to this being one of two ways into Brunswick County from Wilmington and New Hanover County and the quicker option for commuters who live in Brunswick County and work in Wilmington.

U.S. Highway 17, which is approximately 50 miles from Wilmington to the state line, is not the only artery in our county that sees numerous crashes and speed-related incidents. U.S. Highway 74 and 76 runs from the Wilmington city limits to the Columbus County line. This highway, which is approximately 18 miles, is another area that has seen a large number of speeding issues and crashes. U.S. Highway 17 and U.S. Highway 74 and 76 are both heavily traveled year-round but sees an exponential increase in traffic during the summer months due to many tourists traveling to Myrtle Beach, South Carolina, and point further south. Other roadways such as N.C. Highway 133, N.C. Highway 211, N.C. Highway 87, N.C. Highway 904, N.C. Highway 179, and N.C. Highway 130, which link directly to the Brunswick County beaches, are routine traffic generators of serious crashes, speeding, careless and reckless driving and other traffic violations.

Proposed Solution *(Begin with a one-sentence summary of your project. Then describe in detail how your proposed project will address the problem identified in the "Statement of Problem" section):*

The Brunswick County Sheriff Office will create a dedicated traffic safety team of three deputies, who will conduct high visibility enforcement in areas identified using available data to reduce highway traffic fatalities. This team will promote highway traffic safety at educational and outreach events and participate in GHSP campaigns.

Budget Justification *(Provide a detailed explanation of the costs associated with proposed project):*

Grant funds will be used to pay highway traffic safety activity hours and benefits for 3 Deputies. The Brunswick County Sheriff's Office will use the vehicles to conduct high visibility enforcement to reduce the number of collisions that end in fatalities. The project patrol vehicles will be used for traffic enforcement and education. This will be carried out by increasing the number of traffic contacts and elevating the public's awareness of at-risk driving behavior.

Mobile data terminals ensure that officers have the use of E-Citation for citing traffic violations. MDTs also allow for electronic submission of data being timelier and more available for the State of NC and its entities to recognize trends and identify solutions for areas of high traffic fatalities.

In-car cameras aid the successful adjudication of traffic safety violations. The installation of in-car cameras will help traffic officers retain critical evidence that will likely be necessary to secure a conviction in court thereby bolstering the importance of these primary traffic safety offenses. In addition, they will provide the ability to hold officers, as well as the citizenry accountable for the interaction that occurs during traffic enforcement activities. This in turn will generate heightened interest and support for continuing traffic enforcement operations. As a result, community engagement is enhanced, and trust is restored and/or solidified. Lastly, it will provide training resources and subsequent opportunities for the officers and public alike when seeking traffic safety intervention strategies.

RADAR speed measuring devices are law enforcement's most effective tool to reduce speed related fatalities. The Brunswick County Sheriff's Office has seen an increase in speeding related fatalities/serious injuries. Enforcement will take place on major roadways where data shows there is high crash volume, and speeding continues to be a significant factor. With funding of speed measurement devices, officers can be placed in data driven areas to combat this concern. Our strategy of high visibility speeding enforcement is aimed to reduce fatality crashes.

Travel Justification *(Provide justification for all travel expenses):*

Travel expenses are for members of team to attend training conferences like the Lifesaver Conference and applicable GHSP events.

To be completed by law enforcement agencies seeking first year grant:	
Provide the agency's number of sworn officers	227
Does the agency currently have a dedicated traffic or DWI unit?	Yes ○ No ◉
If a dedicated traffic or DWI unit exists, how many officers are assigned to the unit?	

For applicants requesting enforcement grants, please provide the following county fatality rankings:
Information can be located at:

https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)

Overall Fatality Ranking:	18
Alcohol Fatality Ranking:	10
Unrestrained Fatality Ranking:	10
Speed Related Fatalities:	31
Other Applicable Rankings: *(Specify)*	9th in state for older driver fatal crashes

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

Year 2021	Occupant Protection Citations	57	DWI Citations	83	Speed Citations	232
Year 2020	Occupant Protection Citations	55	DWI Citations	84	Speed Citations	274
Year 2019	Occupant Protection Citations	283	DWI Citations	89	Speed Citations	683

Goals and Objectives *(Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at:*

https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)

Goal #1:	Reduce traffic fatalities in Brunswick County by 10% from the 2016-2020 average of 22.8 to 20 by September 30th 2023.
Objectives:	Increase the number of speed contacts by 50% from 232 in 2021 to 348 contacts during FY23. Host or participate in at least 12 DWI checking stations by September 30, 2023.
Goal #2:	Reduce the number of Unrestrained fatalities in Brunswick County by 10% from the 2016-2020 average of 8.8 to 7 by September 30, 2023.
Objectives:	Increase the number of occupant protection contacts by 50% from 57 in 2021 to more than 85 during FY23. Host or participate in at least 12 seat belt initiative by September 30, 2023.
Goal #3:	
Objectives:	

Below are the 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligible for funding, your traffic safety project should match one or more of the GHSP goals. Check all that apply.

- ☒ Reduce NC's traffic-related fatalities by 12% from the 2015-2019 average of 1,427 to 1,255 by December 31, 2023.
- ☐ Reduce NC's alcohol-related fatalities by 10% from the 2017-2019 average of 380 to 342 by December 31, 2023.
- ☒ Reduce NC's unrestrained fatalities by 10% from the 2105-2109 average of 406 to 365 by December 31, 2023.
- ☒ Reduce NC's speed-related fatalities by 10% from the 2107-2019 average of 352 to 317 by December 31, 2023.
- ☐ Reduce NC's young driver-involved fatal crashes by 10% from the 2015-2019 average of 166 to 149 by December 31, 2023.
- ☐ Reduce NC's motorcycle fatalities by 5% from the 2015-2019 average of 190 to 181by December 31, 2023.
- ☐ Increase NC's seat belt usage rate 2.9 percentage points from 87.1 percent in 2020 to 90% by December 31, 2023.

SECTION C – BUDGET DETAIL

Personnel Costs

#	Personnel Position	Salary
2	Activity Hours for 3 Deputies	$160,086.00
	Total Salaries Cost:	$160,086.00

#	Personnel Fringe Benefits	Cost
1	Total fringe benefits -- all three positions	$66,258.00

			Total Fringe Benefits Cost:	$66,258.00
			Total Personnel Costs:	$226,344.00

Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost
1	PATROL VEHICLE-INCLUDES EMERGENCY LIGHTING, SIREN, RADIO, CONSOLE, STRIPING, INSTALLATION AND SHIPPING	3	$40,000.00	$120,000.00
3	IN-CAR VIDEO SYSTEM-INCLUDES INSTALLATION AND SHIPPING	3	$6,000.00	$18,000.00
4	RADAR-INCLUDES INSTALLATION AND SHIPPING	3	$2,500.00	$7,500.00
5	MOBILE DATA TERMINAL-INCLUDES HARDWARE, SOFTWARE, MODEM, DATA PACKAGE, INSTALLATION AND SHIPPING	3	$4,000.00	$12,000.00
			Total Equipment Cost	$157,500.00

Other Equipment Details :

#	Other Items and Equipment Direct Cost:	Cost
	Total Other Items and Equipment Direct Cost:	

#	Travel	Cost
1	In-State Travel	$2,000.00
2	Out-of-State Travel	$4,000.00
	Total Travel Cost:	$6,000.00
	Total Other Direct Costs:	$163,500.00

SECTION D – SCHEDULE OF TASKS BY QUARTERS

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of activities to be performed in each quarter.

Conditions for Enforcement Projects Only

☒ *By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.*

- A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
- A minimum of one (1) impaired driving checkpoint per month;
- A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;
- Participation in all "Click It or Ticket" and “Booze It & Lose It” campaigns;
- Participation in any event or campaign as required by the GHSP;
- Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

First Quarter (October, November, December)

-Conduct enforcement projects scheduled for the quarter.
-Participate in GHSP sponsored campaigns.
-Submit monthly claims.
-Submit monthly enforcement results.
-Use department/agency social media to promote GHSP Events and Campaigns
-Submit Quarterly Report.

Second Quarter (January, February, March)

-Conduct enforcement projects scheduled for the quarter.
-Participate in GHSP sponsored campaigns.
-Submit monthly claims.
-Submit monthly enforcement results.
-Use department/agency social media to promote GHSP Events and Campaigns
-Submit Quarterly Report.

Third Quarter (April, May, June)

-Conduct enforcement projects scheduled for the quarter.
-Participate in GHSP sponsored campaigns.
-Submit monthly claims.

-Submit monthly enforcement results.
-Use department/agency social media to promote GHSP Events and Campaigns
-Submit Quarterly Report.

Fourth Quarter (July, August, September)

-Conduct enforcement projects scheduled for the quarter.
-Participate in GHSP sponsored campaigns.
-Submit monthly claims.
-Submit monthly enforcement results.
-Use department/agency social media to promote GHSP Events and Campaigns
-Submit Quarterly Report.
-Submit Final Accomplishments Report.

AGENCY AUTHORIZING SIGNATURE

☐ I have read and accept terms and conditions of the grant funding and attached the Grant Agreement. The information supplied in this application is true to the best of my knowledge

Name: _____ PIN: _____ Date: _____

Note:

1. Submitting grant application is not a guarantee of grant being approved.
2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

FOR GHSP USE ONLY:

Recommendation:

Date:

Request Info	
Type	Budget Amendment
Description	GHSP Traffic Unit Grant FY23
Justification	Board Meeting 10/17/2022 - Appropriate federal revenues restricted and fund balance for the Governor's Highway Safety Program Grant (GHSP) Traffic Unit Safety Project. Federal funding of $331,367 (85%) and county match of $58,477 (15%) for total project of $389,844. Grant will create a dedicated Traffic Unit team of 3 deputies conducting high visibility enforcement areas identified using available data to reduce highway traffic fatalities and promote educational and outreach events. Year 1 of a 3YR grant - match will increase in subsequent years. Award Term is 10.1.22-9.30.23.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
230051	331000	GHSP-Traffic Unit	Federal Revenues	331367	Increase	Credit
230051	398110	GHSP-Traffic Unit	Trans Frm General Fund	58477	Increase	Credit
230051	412990	GHSP-Traffic Unit	Salary and Wages - Reimburse	160086	Increase	Debit
230051	418900	GHSP-Traffic Unit	Fringe Benefits Reimbursements	66258	Increase	Debit
230051	431200	GHSP-Traffic Unit	Travel-Subsistence	6000	Increase	Debit
230051	454000	GHSP-Traffic Unit	Cap Outlay-Vehicle on Road	120000	Increase	Debit
230051	455000	GHSP-Traffic Unit	Cap Outlay-Equipment	37500	Increase	Debit

Total

Grand Total:	779688

Request Info	
Type	Budget Amendment
Description	Traffic Unit GHSP Grant
Justification	Board Meeting 10/17/2022 - Appropriate fund balance and budget for county portion of Governor's Highway Safety Program Traffic Unit YR1 grant. County Match is 15% ($58,477) and will assist with three deputy positions, vehicles, equipment and travel for period of October 1, 2022 through September 30, 2023.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr	
109800	498023	Interfund Trans General Fund	Trans To Special Revenue Fund	58477	Increase	Debit	
100000	399100	General Revenues	Fund Balance Appropriated	58477	Increase	Credit	
104310	412100	Sheriff's Office	Salary and Wages-Regular	160086	Increase	Debit	
104310	418100	Sheriff's Office	FICA	12246	Increase	Debit	
104310	418200	Sheriff's Office	Retirement	26553	Increase	Debit	
104310	418300	Sheriff's Office	Health Insurance	25653	Increase	Debit	
104310	418306	Sheriff's Office	Life Insurance	300	Increase	Debit	
104310	418310	Sheriff's Office	Dental Insurance	978	Increase	Debit	
104310	418400	Sheriff's Office	Disability and Long-Term Ins	528	Increase	Debit	
104310	412990	Sheriff's Office	Salary and Wages - Reimburse	-160086	Decrease	Credit	
104310	418900	Sheriff's Office	Fringe Benefits Reimbursements	-66258	Decrease	Credit	

Total

Grand Total:	116954

Request Info	
Type	Budget Amendment
Description	Additional Operating Costs GHSP Grant
Justification	Board Meeting 10/17/2022 - Appropriate additional funds in the amount of $28,750 to support additional operating costs associated with the FY23 Governor's Highway Safety Traffic Unit multi-year grant.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	383961	Sheriff's Office	Other Sales and Services	28750	Increase	Credit
104310	421200	Sheriff's Office	Uniforms	3000	Increase	Debit
104310	425100	Sheriff's Office	Motor Fuels	15000	Increase	Debit
104310	426000	Sheriff's Office	Supplies and Materials	750	Increase	Debit
104310	426004	Sheriff's Office	Ammunition	1500	Increase	Debit
104310	426100	Sheriff's Office	Equipment Less Than $500	2000	Increase	Debit
104310	426200	Sheriff's Office	Operating Equip $500 - $4 999	6500	Increase	Debit

Total	
Grand Total:	57500

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
Governor's Highway Safety Program (GHSP) Traffic Unit
(230051)

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 Grants Fund:

Governor's Highway Safety Program (GHSP) Traffic Unit		
Revenues:		
Federal Revenues - Restricted		331,367
Transfer from General Fund		58,477
Total Grant Fund Revenues	**$**	**389,844**
Expenditures:		
Salary and Wages Reimbursements		160,086
Fringe Benefits Reimbursements		66,258
Travel - Subsistence		6,000
Vehicles		120,000
Equipment		37,500
Total Grant Fund Expenditures	**$**	**389,844**

Section 2. This Grant Ordinance shall be entered into the minutes of the October 17, 2022 meeting of the Brunswick County Board of Commissioners.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 17, 2022

Action Item # VII. - 6.
Utilities - UOC Building Expansion Project (Brent Lockamy, PE - Deputy Director)

From:
Brent Lockamy, PE

Issue/Action Requested:
Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the contract with Paragon Building Corporation in the amount of $1,512,976 for the construction of the Utility Operations Center Building Expansion project, approve additional funds in the amount of $520,576 for the project, authorize the associated budget amendment, and authorize the Notice to Proceed.

Background/Purpose of Request:
Funding for the expansion of the Utility Operations Center (UOC) has been approved in previous fiscal years and the project is on the approved Capital Improvement Plan (CIP). There currently is no additional room for offices in the UOC Building. In Fiscal Year 2018, two offices and an overhead mezzanine for light storage were created using existing space. No more offices can be created without increasing the building footprint. Currently, several employees share office spaces, and this is not conducive to the type of work they perform. Multiple interruptions reduce efficiency. The utility continues to grow and requires additional space to do so.

In Fiscal Years 2020 and 2021 this project was advertised with both the design, bid, build, and design-build approach. A scope and fee were unable to be negotiated with the available funds at that time. In Fiscal Year 2022, additional funds for this project were approved in the CIP.

This 6,031 square foot building expansion project was advertised on July 7, 2022, with bids due on August 4, 2022. Insufficient bids were received; therefore, the project was re-advertised on September 19, 2022, with bids due on September 29, 2022. Bids from Enterprises G, Inc., WB Brawley Company and Paragon Building Corporation were received.

MHAworks has reviewed the bid proposals and recommends the project be awarded to the lowest, responsive bidder - Paragon Building Corporation in the amount of $1,512,976. This cost is in line with previous building projects. In October 2021, the 1,081 square foot 211 Water Treatment Plant Lab Building was constructed for $306,750.

Consequently, Staff recommends that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the contract with Paragon Building Corporation in the amount of $1,512,976 for the construction of the Utility Operations Center Building Expansion project, approve additional funds in the amount of $520,576 for the project, and authorize the associated budget amendment and the Notice to Proceed.

Fiscal Impact:
Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendment and capital project ordinance transfers $990,000 of funds designated for the Utilities Operations Center and $520,600 of undesignated funds for additional funds necessary to award the

construction contract.

Approved By County Attorney:
Yes

Advisory Board Recommendation:
N/A

County Manager's Recommendation:
Recommend that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the contract with Paragon Building Corporation in the amount of $1,512,976 for the construction of the Utility Operations Center Building Expansion project, approve additional funds in the amount of $520,576 for the project, authorize the associated budget amendment, and authorize the Notice to Proceed.

ATTACHMENTS:

Description

- Utilities - Certified Bid Tab - Attach 1
- Utilities - Notice of Award - Attach 2
- Construction or Repair Agreement
- Budget Amendment
- Capital Project Ordinance

October 4, 2022

Attn: Mr. Brent Lockamy
Project Manager
Brunswick County Public Utilities
250 Grey Water Road
Supply, NC 28462

RE: Brunswick County Utilities Operations Center Building Expansion
MHAworks No. 21130

Dear Mr. Lockamy,

Bids were received for the above project on September 29th, 2022. Bidding was promptly closed at 2:00 pm. All in attendance indicated they received all four (4) addenda, that no one was denied the right to bid, and that no one objected to opening the bids. A total of three (3) bids were received from General Contractors and the apparent low bidder was Paragon Building Corporation. Based on the attached bid tabulations and conversations with Brunswick County Utilities regarding available funds, we recommend awarding a Single-Prime General Construction Contract below to Paragon Building Corporation:

Base Bid	$1,512,976.00
Recommended Total Award to Paragon Building Corporation	**$1,512,976.00**

Once the contract is awarded, a Pre-Construction Conference will be scheduled and a Notice to Proceed will be issued at that time. Should you or your staff require any additional information, please contact me at 252-329-0119 or by e-mail at mjohnson@mhaworks.com. I will await your direction as to the award of this contract.

Sincerely,

Matthew Johnson, AIA
MPJ

Attach: Bid Tabulation (Copy - Certified Original Furnished to Owner)
Contractor's Form of Proposal (Copy)

BID TABULATION SHEET - SINGLE PRIME SYSTEM
Project Name: Brunswick County Utilities Operations Center Building Expansion
Supply, North Carolina

Architect's Project Number: 21130
Bid Date: September 29th, 2022 @ 2:00 p.m.

Completion Date: 275 Consecutive Days from NTP

Name	License #	MBE	Bid Bond	Receipt of Add. 1	Receipt of Add. 2	Receipt of Add. 3	Receipt of Add. 4	Base Bid (BB)*
Enterprises G, Inc.	86907	Y	Y	Y	Y	Y	Y	1,683,000
Paragon Building Corporation	32435	Y	Y	Y	Y	Y	Y	1,512,976
WB Brawley Company	73240	Y	Y	Y	Y	Y	Y	1,618,998

I certify that the above is a true and accurate tabulation of the bids received at 2:00 P.M. on September 29, 2022.

Matthew Johnson, AIA
MHA*works*, P.A.

*Allowance No.1: $100,000 for Potential Change Orders - Price Included within Base Bid
Unit Price No.1: Unsuitable Soils per CY
Unit Price No.2: Foundation Concrete Revisions per CY
Unit Price No.3: Foundation Rebar Revisions per LB
Unit Price No.4: Foundation Excavation Revisions per CY

AMBER M. IDOL NOTARY PUBLIC BEAUFORT COUNTY, NC

Matthew Johnson
Appeared Before
Me On 9/30/2022
Notary
2/21/2027
My Commission Expires

NOTICE OF AWARD

Dated October 18, 20 22

To: Paragon Building Corporation
(BIDDER)

Address: _____

Owner: **BRUNSWICK COUNTY**

Owner's Contract No. **N/A**

Project: BC Utilities Operations Center Building Expansion
(Insert Name of Contract as it Appears in the Construction Documents)

You are hereby notified that your bid dated September 29, 2022 for the above described project has been considered and has been accepted by the Owner.

The amount of your Contract is: One million five hundred & twelve thousand nine hundred seventy six Dollars ($1,512,976.00)

Enclosed with this Notice of Award are the following:

Form of Performance Bond, Form of Payment Bond, and Certificate of Insurance.

You must comply with the following conditions precedent within twelve (12) days of the date of this Notice of Award, that is by:
October 31, 20 22

1. You must execute the contract by electronic signature. A DocuSign email with an electronic form of construction contract has been/will be sent to you for electronic signature.

2. You must deliver to the Owner 2 each of the fully executed Performance Bond, Payment Bond, and Form of Insurance. Each of the Documents must bear your signature.

3. List other condition precedents:

None

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

After you have satisfactorily complied with the above conditions, Owner will return to you a fully signed copy of the Contract.

BRUNSWICK COUNTY
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

Deputy Director
(TITLE)

ACCEPTANCE OF AWARD

_____
(CONTRACTOR)

By: _____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

_____
(DATE)

COPY to ENGINEER
(Use Certified Mail, Return Receipt Requested)

Name:
Address:

NORTH CAROLINA **CONSTRUCTION OR REPAIR AGREEMENT**
[Standard]

BRUNSWICK COUNTY

THIS CONSTRUCTION OR REPAIR AGREEMENT (hereinafter referred to as the "Agreement" or "Contract") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County" or "Owner"), party of the first part, and Paragon Building Corporation, (hereinafter referred to as "Contractor"), party of the second part.

WITNESSETH:

1. PROJECT

Contractor shall furnish and deliver all materials and perform all work in the manner and form as provided by enumerated plans, specifications and documents, including, without limitation and as applicable: the Invitation to Bid; Notice to Bidders; Instructions to Bidders; General Conditions of the Contract; Supplementary General Conditions; Specifications; Addenda; Accepted Proposal; Notice to Proceed; Performance Bond; Payment Bond; MBE forms; Power of Attorney; Workers' Compensation, Public Liability, Property Damage and Builder's Risk Insurance Certificates; Approval by the Board of Commissioners; Tax Statement and Certification; Notice of Substantial Completion; Notice of Final Completion and Acceptance; and Drawings (hereinafter referred to collectively as the "Bid Documents") titled:

Project: Brunswick County Utilities Operation Center Building Expansion

Consisting of the following sheets **multiple, as included in bid set**

dated **06/30/2022**

And the following addenda:

Addendum No.	**1**	Dated:	**07/20/2022**
Addendum No.	**2**	Dated:	**07/22/2022**
Addendum No.	**3**	Dated:	**07/28/2022**
Addendum No.	**4**	Dated:	**08/05/2022**

The Bid Documents are incorporated by reference and made an integral part of this Agreement. To the extent the terms of such documents conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

2. TERM OF AGREEMENT; TIME OF COMPLETION; LIQUIDATED DAMAGES

The term of this Agreement begins one (1) business day after approval by the Brunswick County Board of Commissioners (the "Effective Date") and continues in effect until Final Completion. Notwithstanding the foregoing, the duration of the Project is **Two Hundred Seventy-Five (275)** consecutive calendar days from issuance of a Notice to Proceed by Brunswick County (the "Time of Completion"), unless extended as provided for in the Brunswick County General Conditions of the Contract or Supplementary General Conditions, as applicable.

There are Liquidated Damages, as defined in the General Conditions of the Contract, associated with this Project. Liquidated Damages shall be in the amount of **One Thousand and No/100 Dollars ($1,000.00)** per day for each calendar day beyond the Time of Completion.

3. BRUNSWICK COUNTY GENERAL/SUPPLEMENTARY CONDITIONS OF THE CONTRACT

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

4. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by County to make payments under this Agreement for a given fiscal year, 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, County will promptly notify Contractor of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

5. COMPENSATION

County agrees to pay Contractor the total amount of **One Million Five Hundred Twelve Thousand Nine Hundred Seventy-Six and No/100 Dollars ($1,512,976.00)** for the Project. Payment shall be subject to additions and deductions as provided in the specifications or Bid Documents. County shall make monthly progress payments to Contractor on the basis of a duly certified and approved estimate of work performed during a given calendar month, less five percent (5%) of the amount of such estimate which is to be retained by County until all work has been performed strictly in accordance with this Agreement and such work has been accepted by County. County shall not require further retainage after fifty percent (50%) of the work has been satisfactorily completed on schedule as more fully set forth in the General Conditions of the Contract or any Supplementary General Conditions, as applicable, included with the Bid Documents. County shall make full and final payment to Contractor within thirty (30) days after

completion of the Project and acceptance of such work by County and upon Contractor's submittal of satisfactory evidence that all payrolls, material bills and other costs incurred in connection with the Project have been paid in full. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges, County shall inform Contractor in writing of the disputed charges.

6. INDEPENDENT CONTRACTOR

Both County and Contractor agree that Contractor shall act as an independent contractor and shall not represent itself as an agent or employee of County for any purpose in the performance of its duties under this Agreement. Contractor represents that it has or will secure, at its own expense, all personnel required in performing the work under this Agreement. Accordingly, Contractor shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Contractor shall not be entitled to participate in any plans, arrangements or distributions by County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Contractor is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Contractor hereby acknowledges that all payments hereunder are gross payments, and Contractor is responsible for all income taxes and social security payments thereon.

7. CONTRACTOR REPRESENTATIONS

(1) Contractor is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;

(2) Contractor has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

(3) No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Contractor to enter into and perform its obligations under this Agreement;

(4) Contractor shall not violate any agreement with any third party by entering into or performing the work under this Agreement;

(5) Contractor will perform all work in conformity with the specifications and requirements of this Agreement;

(6) Unless otherwise agreed by the parties, Contractor agrees that all materials will be new and of good quality;

(7) The work provided by Contractor under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements);

(8) Contractor will perform the work in a professional and workmanlike manner exercising reasonable care and diligence and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;

(9) Contractor acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and

(10) Contractor shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by County with respect to rules, regulations, policies and security procedures applicable to work on County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Contractor or its work, and Contractor is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Contractor may list County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

9. NON-EXCLUSIVITY

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

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Contractor hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

11. DEBARMENT

Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Contractor must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

12. MINORITY BUSINESS ENTERPRISES

Contractor will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this Agreement.

13. WORKERS' COMPENSATION

To the extent required by law, Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Contractor is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Contractor shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Contractor's obligations under this Agreement. Contractor agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

14. TAXES

Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Contractor shall substantiate, on demand by County, that all taxes and other charges are being properly paid.

15. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Contractor understands that it is a requirement of this Agreement that Contractor and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Contractor agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Contractor shall require its subcontractors to do the same. Upon request, Contractor agrees to provide County with an affidavit of compliance or exemption.

16. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that

is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

(1) in the public domain through no fault of the Recipient;

(2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

(3) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

(4) independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;

(5) disclosed with the prior written consent of the Discloser; or

(6) required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

17. 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.

18. 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.

19. 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, as more fully set forth in the General Conditions of the Contract.

20. 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.

21. NON-WAIVER

Failure by County at any time to require the performance by Contractor of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral, related specifically to the Project herein.

23. 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.

24. 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.

25. AMENDMENTS

Amendments or changes to this Agreement shall not be valid unless in writing and signed by authorized agents of both Contractor and County.

26. NOTICES

(1) **DELIVERY OF NOTICES.** Unless otherwise specified in the General Conditions of the Contract or any Supplementary General Conditions, as applicable, any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

(2) **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

(3) **NOTICE ADDRESS.**

a. Communications that relate to any breach, default, termination, amendment or waiver of any provision of this Agreement shall be sent to:

For the County: Brunswick County Attorney
P.O. Box 249
Bolivia, NC 28422

With a copy to: Brenton S. Lockamy, PE
Deputy Director
P.O. Box 249
Bolivia, NC 28422

b. Communications that relate to any delay in performance, prevention of performance, modification or extension of this Agreement shall be sent to:

For the County: Brenton S. Lockamy, PE
Deputy Director
P.O. Box 249
Bolivia, NC 28422

c. All communications to Contractor shall be sent to:

For the Contractor: Paragon Building Corporation
P.O. Box 597
Wilmington, NC 28402

27. 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 § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

_____
Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

PARAGON BUILDING CORPORATION

By: _____

Printed Name: Bob Morgan

Title: President

Date: _____

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

_____
Aaron C. Smith, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

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

Request Info	
Type	Budget Amendment
Description	UOC Building Exp Construction
Justification	Board Meeting 10/17/2022-Transfer $990,000 of funds designated for the Utilities Operations Center and $520,600 of undesignated funds for additional funds necessary to award the construction contract.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
419800	464239	Interfund Trans Water Cap Rsv	Utilities Ops Cntr Warehouse	-990000	Decrease	Credit
419800	464299	Interfund Trans Water Cap Rsv	Undesignated Funds	-520600	Decrease	Credit
419800	464299	Interfund Trans Water Cap Rsv	Undesignated Funds	-1510600	Decrease	Credit
418294	464001	Interfund Trans Water Cap Rsv	Undesignated Funds	-2400	Decrease	Credit
418294	398661	Interfund Trans Water Cap Rsv	Undesignated Funds	1510600	Decrease	Credit
418294	464002	Interfund Trans Water Cap Rsv	Undesignated Funds	1513000	Decrease	Credit

Total	
Grand Total:	0

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE

Utilities Operation Center Expansion
(418294)

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

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

Water Capital ProjectsFund:		
Revenues:		
Transfer from Water Fund		1,620,600
Total Water Capital Project Revenues	**$**	**1,620,600**
Expenditures:		
Arch/Eng/Legal		107,600
Construction		1,513,000
Total Water Capital Project Expenditures	**$**	**1,620,600**

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

Current Funds Appropriated	$	1,620,600

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

Contribution to Capital Project Fund	$	1,620,600

Section 4. This Capital Project Ordinance shall be entered into the minutes of the October 17, 2022 meeting of the Brunswick County Board of Commissioners.