

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

March 21, 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. Clerk to the Board - Board Appointment City of Southport ETJ Planning Board
Request that the Board of Commissioners approve the City of Southport's recommended appointment of Ms. Amy Aycock to fill the vacant ETJ position on the City of Southport's Planning Board for a term expiring March 2025.
2. Clerk to the Board - Meeting Minutes March 7, 2022
Request the Board of Commissioners approve the draft minutes from the Regular Meeting of March 7, 2022.
3. Clerk to the Board - Proposed Addition to the State Highway System
Request that the Board of Commissioners approve a request from the NC Department of Transportation for the addition of Campbells Ridge Dr. SE.
4. County Attorney - Bella Point Deed Of Dedication
Consider accepting the Deed of Dedication for water and sewer infrastructure for Bella Point.
5. County Attorney - Cameron Woods, Phase 4B, Lots 17-27 and 67-76 DOD
Consider accepting the Deed of Dedication for water and sewer infrastructure for Cameron Woods, Phase 4B, Lots 17-27 and 67-76.
6. County Attorney - Cameron Woods, Ph 6B, Sec. 2 Deed Of Dedication
Consider accepting the Deed of Dedication for water and sewer infrastructure for Cameron Woods, Ph 6B, Sec. 2
7. Emergency Services-Oak Island Water Rescue Agreement
Request approval of the contract for \$9000.00 between Brunswick County and Oak Island Water Rescue.
8. Emergency Services-Town of Oak Island Lease Agreement
Request approval for the agreement between Brunswick County and the Town of Oak Island Fire Department to house BCEMS M7 in Fire Station #3 on Vanessa Drive, subject to final approval of the form of the agreement by the County Attorney.
9. 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.

-Airport Grant 36244.58.14.1 Grant Agreement, Budget Amendment, and Grant Ordinance

Request that the Board of Commissioners approve and authorize the Chairman to sign the NCDOT grant agreement for airport grant 36244.58.14.1 and appropriate \$3,500,000 of state capital and infrastructure fund revenue for airport grant

36244.58.14.1 for use at the Cape Fear Regional Jetport.

-Financial Reports for February 2022 (unaudited)

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

10. Health and Human Services - Public Housing: Request to Schedule a Public Hearing
Request that the Board of Commissioners reschedule the public hearing scheduled for April 18, 2022 to May 16, 2022 to hear any comments or suggestions on the Public Housing Agency goals, objectives and policies.
11. Operation Services - Demolition of Tri-Beach Fire Station
Request that the Board of Commissioners consider approval of the request for demolition of the Tri-Beach Volunteer Fire Department's fire station.
12. Sheriff's Office - 911 Center Phone System Contract Extension
Request that the Board of Commissioners approve a third extension of the existing 911 Center Phone System agreement with ePlus Group, Inc. for six months, maintaining the current monthly rate in the state 911 budget 224376.
13. Sheriff's Office -- NCDPS Grant Acceptance
Request that the Board of Commissioners accept and approve a grant from the North Carolina Department of Public Safety and its associated Memorandum of Agreement in the amount of \$84,269.66.
14. Sheriff's Office - Notice of Award & Agreement - 911 Backup Site RFP
Request that the Board of Commissioners award and approve the agreement with North Carolina Sound of Goldsboro, LLC for the Sheriff's Office 911 Center Backup Site Infrastructure Project. The agreement is for a one-year term valued at \$965,000 and will be funded by County and State funds.
15. Soil and Water Grant Evaluations
The Brunswick Soil and Water Conservation District is requesting the approval for Agricultural Development and Farmland Preservation Trust Fund and NRCS Agricultural Land Easement grant applications for a conservation easement, and Environmental Educators of North Carolina mini grant.
16. Tax Admin - March 2022 Releases
Request that the Board of Commissioners approve the March 2022 releases.
17. Utilities - Rice Creek Public Enterprise Improvements Agreement (Donald Dixon - Deputy Director-Wastewater Operations)
Request that the Board of Commissioners consider a request presented by H&H Constructors of Fayetteville, LLC and Brunswick-STU and Associates, LLC the proposed developers of the Rice's Creek Development, to enter into a public enterprise improvements agreement for construction of a 20" sewer force main.

VI. Public Hearing

1. GIS - Street Adoptions (Jan Clemmons)
Request that the Board of Commissioners approve the second reading and adoption of the proposed street names following a public hearing.

VII. Administrative Report

1. Administration - Shallotte Water Utility Consolidation Study MOU

Request that the Board of Commissioners consider approval of a Memorandum of Understanding with the Town of Shallotte to facilitate the water utility consolidation study.

2. Emergency Services-American Ambulance New Franchise Agreement
Consideration of approval for a new ambulance franchise agreement for American Ambulance, LLC.
3. Emergency Services - Emergency Operations Plan Update
Request that the Board of Commissioners authorize staff to immediately begin the process to engage a consultant and develop a new Emergency Operations Plan.
4. Utilities - LCFWSA Raw Water Line Resolution (John Nichols, PE - Director of Public Utilities)
Request that the Board of Commissioners approve the resolution requesting funds for a 10-mile parallel raw water line serving Brunswick, Pender, and New Hanover counties.

VIII. Other Business/Informal Discussion

IX. Adjournment



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

From:
Daralyn Spivey

Action Item # V. - 1.

Clerk to the Board - Board Appointment City of Southport ETJ
Planning Board

Issue/Action Requested:

Request that the Board of Commissioners approve the City of Southport's recommended appointment of Ms. Amy Aycock to fill the vacant ETJ position on the City of Southport's Planning Board for a term expiring March 2025.

Background/Purpose of Request:

The City of Southport requests that the Brunswick County Board of Commissioners approve an ETJ Member to fill the vacant ETJ position on their Planning Board.

At their regular meeting on March 10, 2022, the Town Aldermen passed a Resolution requesting the appointment of Ms. Amy Aycock. If appointed, Ms. Aycock's term will expire March 2025.

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 City of Southport's recommended appointment of Ms. Amy Aycock to fill the vacant ETJ position on the City of Southport's Planning Board for a term expiring March 2025.

ATTACHMENTS:

Description

- City of Southport ETJ Planning Board Appointment

**RESOLUTION OF SOUTHPORT BOARD OF ALDERMEN REQUESTING
BRUNSWICK COUNTY BOARD OF COMMISSIONERS TO APPOINT
EXTRATERRITORIAL MEMBER TO THE CITY OF SOUTHPORT
BOARD OF ADJUSTMENT**

WHEREAS, there is one extraterritorial board position that has been vacant for a few months; and

WHEREAS, the City of Southport Board of Adjustment recently conducted interviews to fill vacant positions; and

WHEREAS, the City of Southport Code of Ordinances mandates that Brunswick County Board of Commissioners appoint said extraterritorial members; and

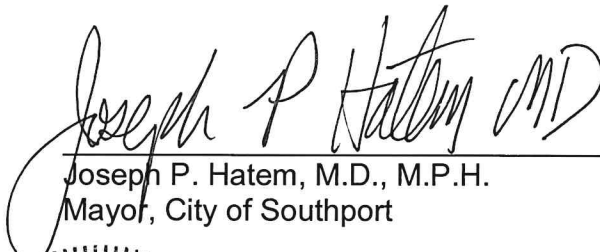
WHEREAS, the Board of Aldermen desires that the Brunswick County Board of Commissioners appoint said extraterritorial member as expeditiously as possible to assure the efficient functioning of the Board of Adjustment;

NOW, THEREFORE, BE IT RESOLVED that the City of Southport Board of Aldermen hereby request that the Brunswick County Board of Commissioners appoint Amy Aycock to the City of Southport Board of Adjustment to fill the vacancy.

This the 10th day of March, 2022.



Dorothy Dutton, City Clerk



Joseph P. Hatem, M.D., M.P.H.
Mayor, City of Southport



The seal is circular with a double-lined border. The outer ring contains the text "CITY OF SOUTHPORT" at the top and "NORTH CAROLINA" at the bottom. The inner circle contains the word "CORPORATE" at the top, "SEAL" in the center, and "1792" at the bottom.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

Action Item # V. - 2.

From: Clerk to the Board - Meeting Minutes March 7, 2022
Daralyn Spivey

Issue/Action Requested:

Request the Board of Commissioners approve the draft minutes from the Regular Meeting of March 7, 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 draft minutes from the Regular Meeting of March 7, 2022.

ATTACHMENTS:

Description

- Draft Minutes March 7, 2022 Regular Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
March 7, 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
Meagan Kascsak, Communications Director
Neal Galloway, IT
Raquel Perez, Executive Assistant
Lt. Bond, 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

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

III. ADJUSTMENTS/APPROVAL OF AGENDA

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

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

IV. PUBLIC COMMENTS

No Public Comments were received.

V. APPROVAL OF CONSENT AGENDA

Vice-Chairman Forte moved to approve the Consent Agenda as presented. The motion was seconded by Commissioner Williams and passed unanimously (5 to 0). See individual items for approval status:

- 1. Administration – Bond Counsel Phase Three (3) School General Obligation Bonds - Approved**
The Board of Commissioners approved the engagement of Parker Poe as Bond Counsel.
- 2. Administration – Brunswick County Schools Grant Application - Approved**

The Board of Commissioners supports a "Needs-Based Public School Capital Fund" state grant application for Brunswick County Schools.

3. Administration – Ratify Approval of Temporary Payment of Double Time for Cerian Public Safety Employees – Approved

The Board of Commissioners ratified the manager's approval to temporarily allow payment of overtime at double time (2x hourly rate of pay) to employees in specific positions effective February 21, 2022 until a recommendation from the pay study is approved and implemented or until June 26, 2022, whichever occurs first.

4. Clerk to the Board – Meeting Minutes – January 18, 2022 - Approved

The Board of Commissioners approved the minutes from the Special Meeting/ Goals and Objectives Workshop of February 21-22, 2022 and the Regular Meeting of February 21, 2022.

5. County Attorney – New South Bridge Ph 4 Deed of Dedication - Approved

The Board of Commissioners accepted the Deed of Dedication for water and sewer infrastructure for the New South Bridge, Phase 4.

6. Finance - Fiscal Items - Approved

The Board of Commissioners approved the following Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature:

-Health and Human Services WIC Client Services Additional Funding Budget Amendment Appropriate \$29,426 of additional state funding for the WIC Client Services program to assist with the contracted services, supplies and materials to support staff and client needs due to the increased caseload.

7. Health and Human Services - Health Services – 2020 Communicable Disease Annual Report – Approved

The Board of Commissioners reviewed and approved the 2020 Communicable Disease Annual Report.

8. Health and Human Services – Health Services – 2022 Community Health Assessment - Approved

The Board of Commissioners reviewed and approved a Memorandum of Understanding between Novant/NHRMC, Doshier Memorial Hospital, and Brunswick County Health Services (BCHS) for the procurement of a Community Health Assessment in calendar year 2022.

9. Human Resources – Medical and Dental Plan Renewal - Approved

The Board of Commissioners approved the County to renew the medical plan through the North Carolina Health Insurance Pool (NCHIP) and renew the dental plan with Delta Dental with no plan design changes and authorize the County Manager to execute required renewal documentation. This approval will also authorize Human Resources to schedule open enrollment.

10. Sheriff's Office – Courthouse Security Purchase Needs – Approved

The Board of Commissioners approved the funding of an x-ray machine and two walk through metal detectors for the Judge Ola M. Lewis Brunswick County Courthouse. The total value of the items is \$65,045.21 and is needed with the ongoing courthouse expansion project. Final purchase will be subject to approval of quotes and contract by County Attorney.

VI. PRESENTATION

1. Clerk to the Board – Presentation – Boiling Spring Lakes Dam Update

The Board of Commissioners received an update from Mayor Winecoff of Boiling Spring Lakes regarding the current status of funding and the needed repairs to the dams that were severely damaged during Hurricane Florence.

2. Clerk to the Board – Presentation – Eastern NC Recovery and Resilience Alliance

The Board of Commissioners participated in a presentation to Representative Charlie Miller for his work to bring the necessary funding to the above Alliance. Presenting the award to Representative Miller was Mayor Bill Saffo, Assistant City Manager Tony McEwen, both of

Wilmington and Vice-Chairman Forte.

3. Mike McIntyre of Ward and Smith, P.A. – Federal Advocacy Update

The Board of Commissioners received an update on the federal advocacy services being provided for the County by Ward and Smith, P.A.

VII. OTHER BUSINESS/INFORMAL DISCUSSION

Meagan Kasczak introduced Amber Merklinger as the newly hired Communications Specialist.

VIII. ADJOURNMENT

Commissioner Williams moved to adjourn the meeting at 4:10 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
March 21, 2022

From:
Daralyn Spivey

Action Item # V. - 3.

Clerk to the Board - Proposed Addition to the State Highway System

Issue/Action Requested:

Request that the Board of Commissioners approve a request from the NC Department of Transportation for the addition of Campbells Ridge Dr. SE.

Background/Purpose of Request:

A letter was received from the NCDOT requesting consideration of the addition of the above to the State Secondary Road System. GIS has confirmed that the actual name is Campbells Ridge Dr. SE. The street location is within the Campbells Ridge Subdivision in Brunswick County. A petition, plat map and a locator map were received as well.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve a request from the NC Department of Transportation for the addition of Campbells Ridge Dr. SE.

ATTACHMENTS:

Description

- ☐ NC DOT Cover Letter
- ☐ SR-2 Resolution
- ☐ SR-1 Petition
- ☐ Campbells Ridge GIS



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

March 1, 2022

Ms. Daralyn Spivey, Clerk to the Board
Brunswick County Board of Commissioners
30 Government Center Dr NE
Bolivia, NC 28422

Subject: Proposed Road Addition to the State System of Highways Campbells Ridge Dr SE located within the Campbells Ridge Subdivision. (Division File No: 1217-B).

Dear Ms. Spivey:

This office is considering the addition of the road listed above located within the Campbells Ridge Subdivision to the state maintenance system. After the Board's consideration please furnish this office with the current county resolution and official road name for our further handling.

If I may be of further assistance, please call me at 910-398-9100.

Sincerely,

Nick Drees

Nick Drees
Engineering Specialist

Enclosures: Copy of SR-1 Road Petition request form, plat maps and locator maps.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
5501 BARBADOS BLVD.
CASTLE HAYNE, NC 28429

Telephone: 910-398-9100
Customer Service: 1-877-368-4968

Website: ncdot.gov

Location:
5501 BARBADOS BLVD.
CASTLE HAYNE, NC 28429

**North Carolina Department of Transportation
Division of Highways
Petition for Road Addition**

ROADWAY INFORMATION: (Please Print/Type)

County: Brunswick Road Name: Campbell's Ridge Dr.
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Campbell's Ridge Length (miles): 1.03 miles
Number of occupied homes having street frontage: 30 Located (miles): .10 miles
miles N ☐ S ☒ E ☐ W ☐ of the intersection of Route SR 1619 and Route SR 1522
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Campbell's Ridge in Brunswick County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: Carleen Weaver Phone Number: 252-814-1481
Street Address: 200 E. Arlington Blvd. Greenville NC 27858
Mailing Address: Same

PROPERTY OWNERS

Name

Mailing Address

Telephone

Perelopes

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block

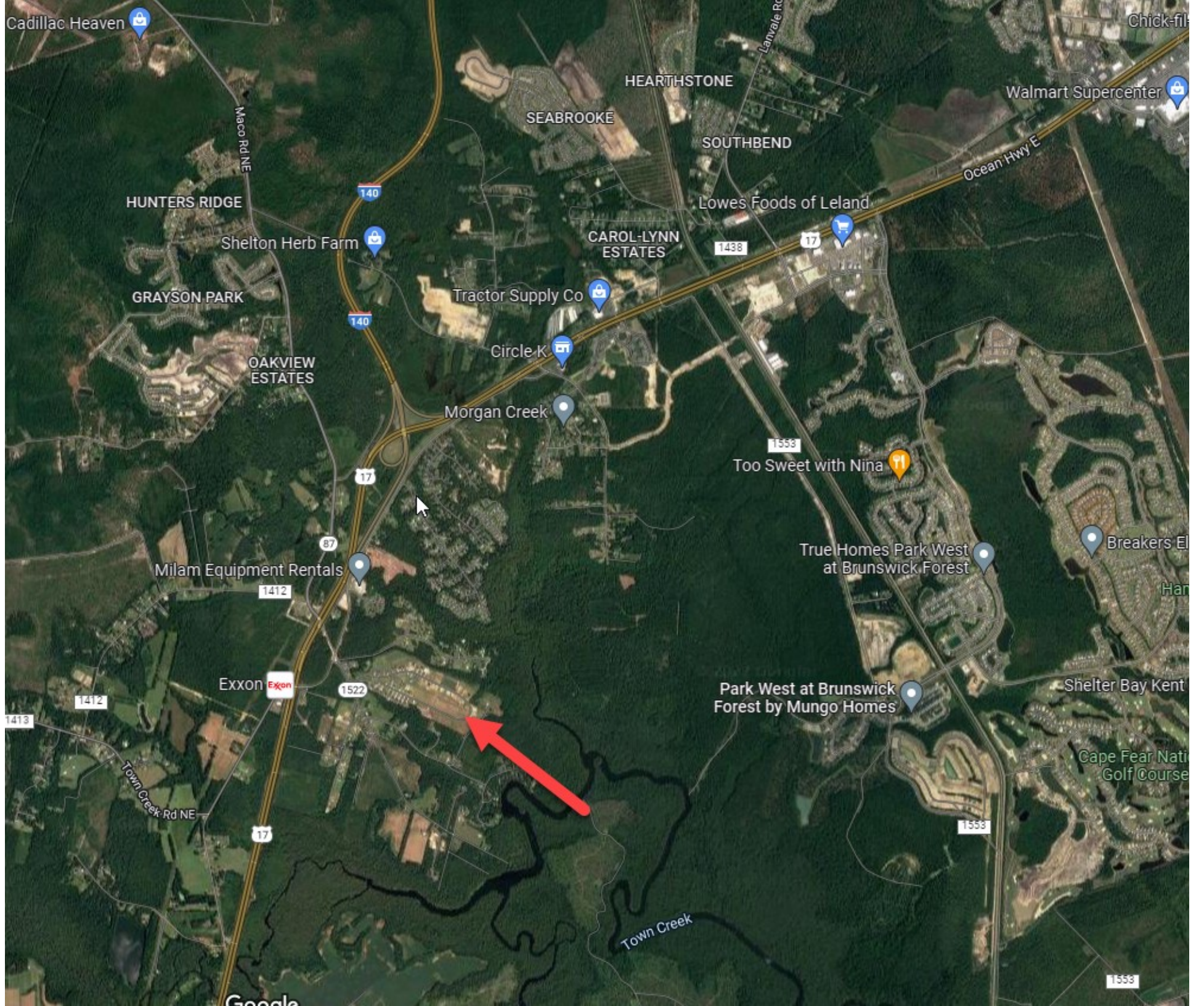
☐ Rural Road ☐ Subdivision platted prior to October 1, 1975 ☐ Subdivision platted after September 30, 1975

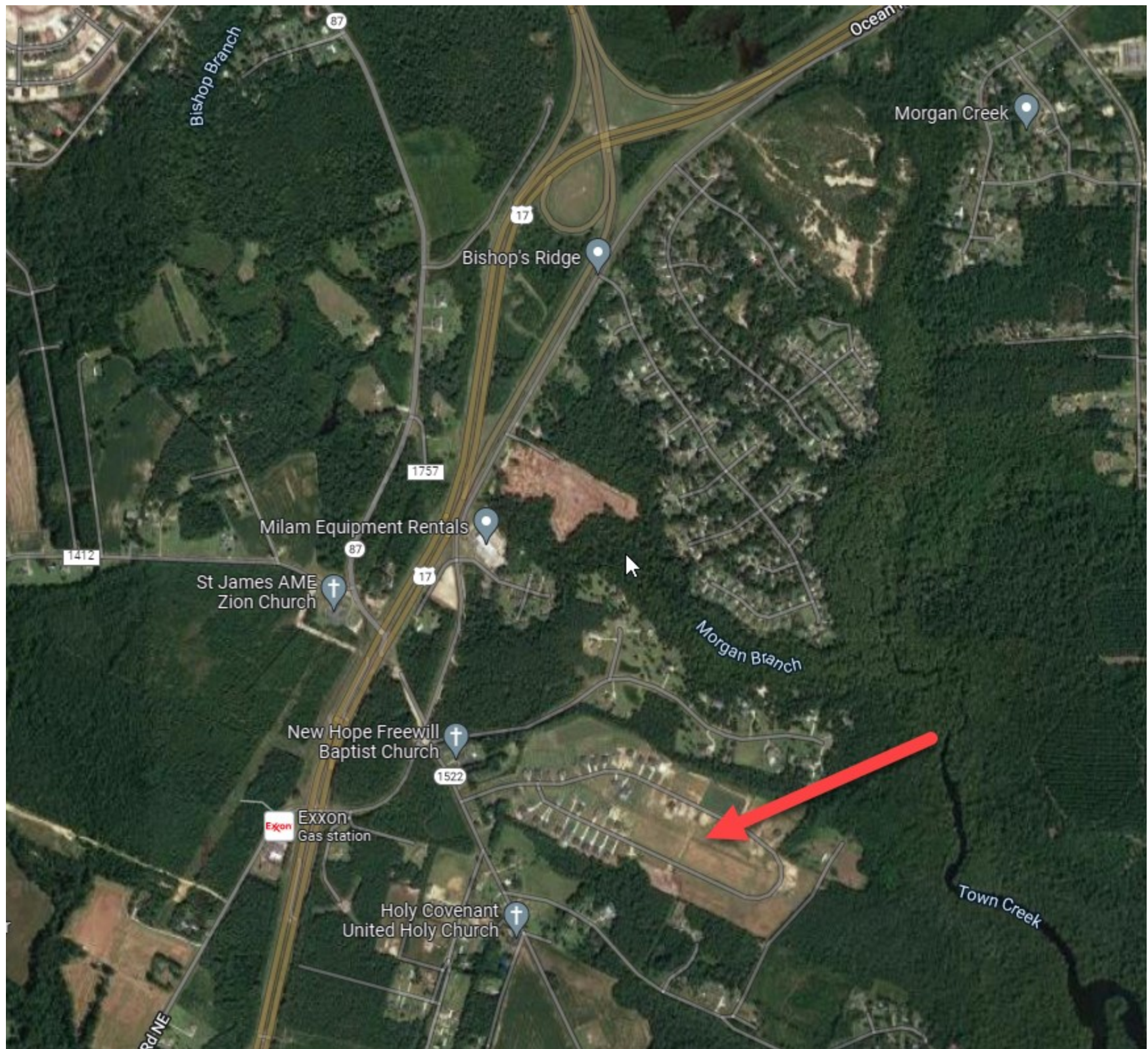
REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>





Bishop Branch

87

17

Bishop's Ridge

Morgan Creek

1757

Milam Equipment Rentals

87

St James AME
Zion Church

17

Morgan Branch

New Hope Freewill
Baptist Church

1522

Exxon
Gas station

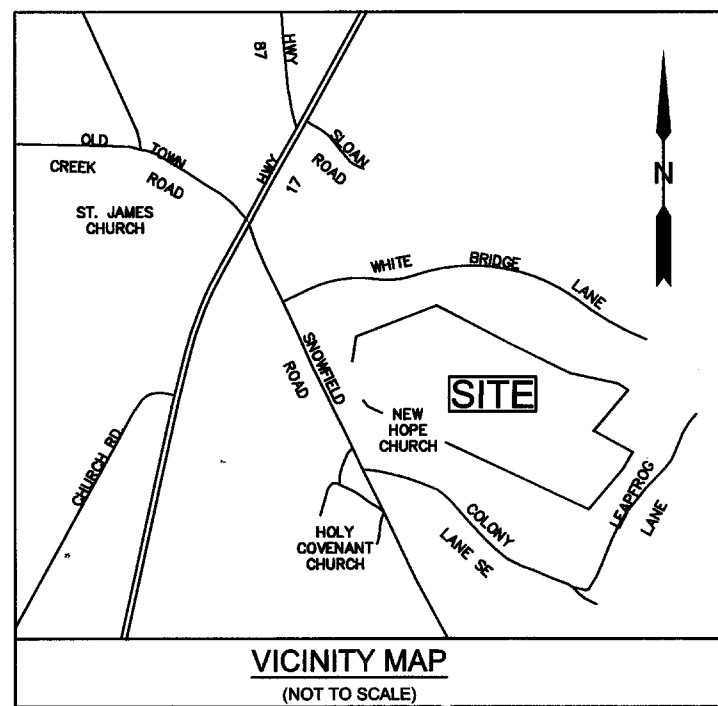
Holy Covenant
United Holy Church

Town Creek

Rd NE

Ocean

pag 5



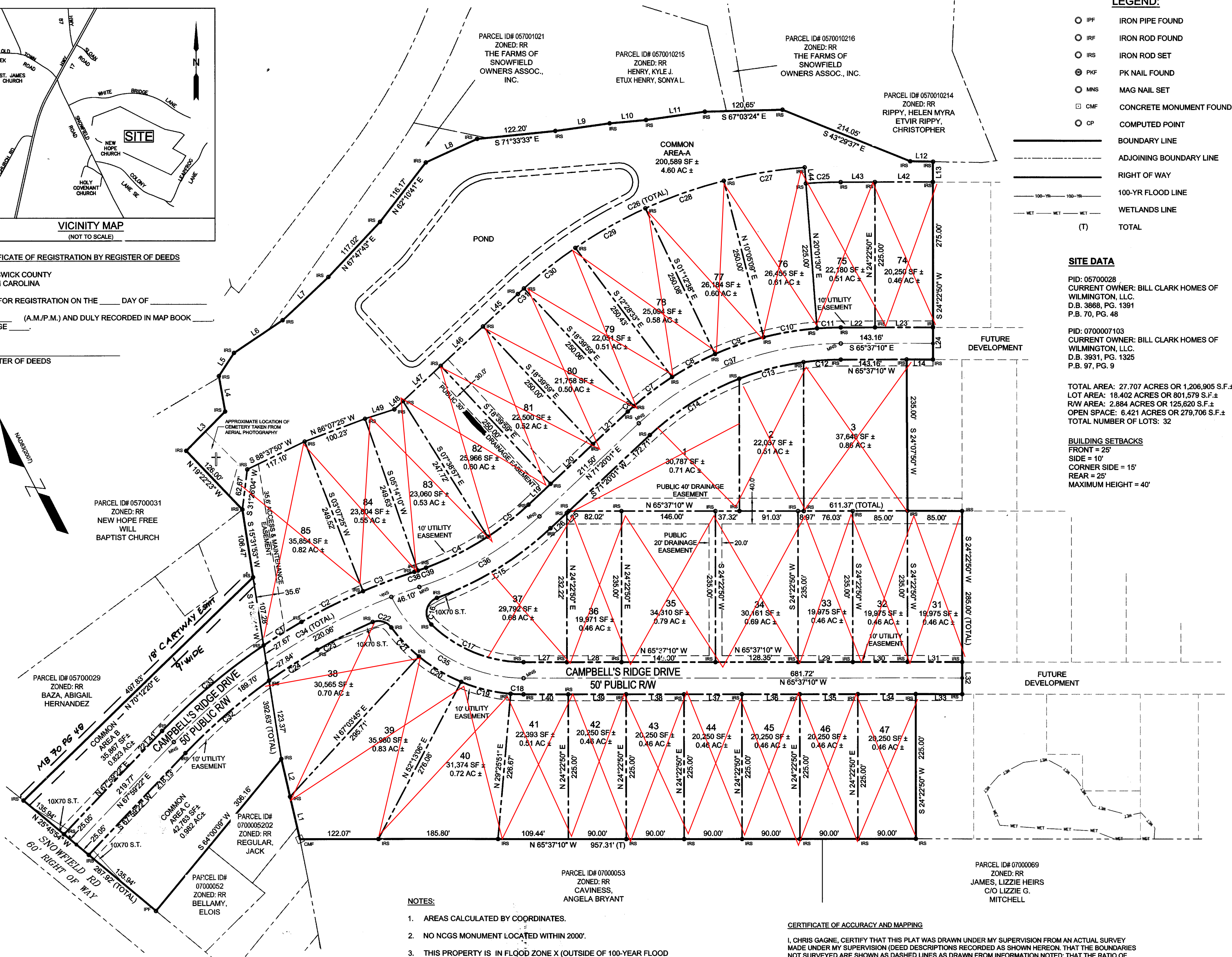
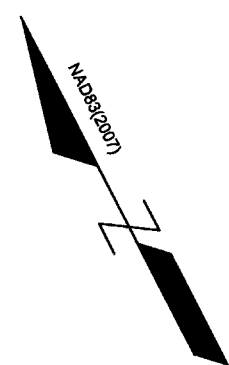
CERTIFICATE OF REGISTRATION BY REGISTER OF DEEDS

BRUNSWICK COUNTY
NORTH CAROLINA

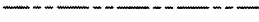
FILED FOR REGISTRATION ON THE _____ DAY OF _____

AT _____ (A.M./P.M.) AND DULY RECORDED IN MAP BOOK _____
AT PAGE _____.

REGISTER OF DEEDS



LEGEND:

- | | | |
|---|-----|-------------------------|
|  | IPF | IRON PIPE FOUND |
|  | IRF | IRON ROD FOUND |
|  | IRS | IRON ROD SET |
|  | PKF | PK NAIL FOUND |
|  | MNS | MAG NAIL SET |
|  | CMF | CONCRETE MONUMENT FOUND |
|  | CP | COMPUTED POINT |
|  | | BOUNDARY LINE |
|  | | ADJOINING BOUNDARY LINE |
|  | | RIGHT OF WAY |
|  | | 100-YR FLOOD LINE |
|  | | WETLANDS LINE |
| | (T) | TOTAL |

SITE DATA

PID: 05700028
CURRENT OWNER: BILL CLARK HOMES OF
WILMINGTON, LLC.
D.B. 3868, PG. 1391
P.B. 70, PG. 48

PID: 0700007103
CURRENT OWNER: BILL CLARK HOMES OF
WILMINGTON, LLC.
D.B. 3931, PG. 1325
P.B. 97, PG. 9

TOTAL AREA: 27.707 ACRES OR 1,206,905 S.F.±
LOT AREA: 18.402 ACRES OR 801,579 S.F.±
R/W AREA: 2.884 ACRES OR 125,620 S.F.±
OPEN SPACE: 6.421 ACRES OR 279,706 S.F.±
TOTAL NUMBER OF LOTS: 32

BUILDING SETBACKS
FRONT = 25'
SIDE = 10'
CORNER SIDE = 15'
REAR = 25'
MAXIMUM HEIGHT = 40'

NOTES:

1. AREAS CALCULATED BY COORDINATES.
2. NO NCGS MONUMENT LOCATED WITHIN 2000'.
3. THIS PROPERTY IS IN FLOOD ZONE X (OUTSIDE OF 100-YEAR FLOOD ZONE) AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 3720217500J.
4. ALL DRAINAGE AND UTILITY EASEMENTS ARE PUBLIC.
5. NO SIDEWALKS WITHIN RIGHT OF WAYS INSTALLED AS PART OF THIS PHASE
6. SIDEWALK MAINTENANCE IS RESPONSIBILITY OF HOA.

SCALE: 1"=100'



CERTIFICATE OF ACCURACY AND MAPPING

I, CHRIS GAGNE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED AS SHOWN HEREON). THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DASHED LINES AS DRAWN FROM INFORMATION NOTED, THAT THE RATIO OF PRECISION IS 1:15,000; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, RATIO IF PRECISION OR POSITIONAL ACCURACY LICENSE AND SEAL THIS 22TH DAY OF MAY, A.D., 2018.

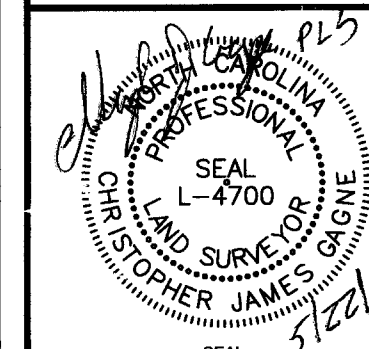
CHRIS GAGNE, PLS LICENSE NO. L-4700

I, CHRIS GAGNE, CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN AN AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

CHRIS GAGNE, PLS LICENSE NO. L-4700



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Brenda M. Clemmons PLAT
of Deeds page 1 of 2

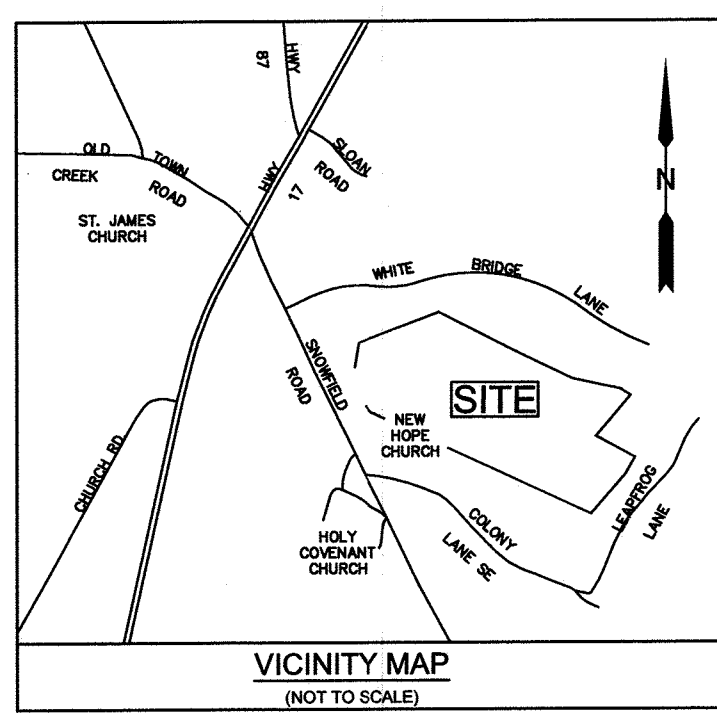


SHEET 1

PEI JOB#: 16309.PE MAY 14, 2018

1062

Map Cabinet 120 Page 80



SITE DATA
PID: 0700007103
CURRENT OWNER: BILL CLARK HOMES OF WILMINGTON, LLC
D.B. 3931, PG. 1325
P.B. 97, PG. 9

TOTAL AREA: 922,478 SF ± 21.177 AC. ±
LOT AREA: 580,652 S.F. ± 13.33 ±
RW AREA: 76,15 SF ± 1.748 AC. ±
OPEN SPACE: 265,678 S.F. ± 6.10 AC. ±
TOTAL NUMBER OF LOTS: 26

BUILDING SETBACKS
FRONT = 25'
SIDE = 10'
CORNER SIDE = 15'
REAR = 25'
MAXIMUM HEIGHT = 40'

CERTIFICATE OF OWNERSHIP
OWNER: CHERYL BLANSTON, MANAGER
I, CHERYL BLANSTON, HEREBY CERTIFY THAT I AM THE OWNER OF THE PUBLIC EASEMENT SHOWN AND DESCRIBED HEREON, WHICH IS FOR THE PURPOSE OF STORM WATER DETENTION AND THAT PUBLIC EASEMENT WILL BE MAINTAINED BY THE OWNERS, HIS HEIRS, OR ASSIGNS, FOR THE PURPOSE AT NO EXPENSE TO THE DEPARTMENT OF TRANSPORTATION. ALSO I WILL BE RESPONSIBLE FOR COMPLETELY DRAINING THE STORM WATER DETENTION PONDS TO FACILITATE MAINTENANCE WITHIN THE PUBLIC RIGHT OF WAY.

CHERYL BLANSTON
OWNER(S) BILL CLARK HOMES OF WILMINGTON, LLC
DATE 4/22/2020

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) 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 DEDICATED ALL STREETS, ALLEYS, WALKS, PARKS, DRAINAGE-WAYS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. FURTHER, I (WE) CERTIFY THAT THE LAND AS SHOWN HEREON IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF BRUNSWICK COUNTY.

CHERYL BLANSTON
OWNER(S) BILL CLARK HOMES OF WILMINGTON, LLC
DATE 4/22/2020

CERTIFICATE OF ACCURACY AND MAPPING

I, CHRIS GAGNE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED AS SHOWN HEREON). THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DASHED LINES AS DRAWN FROM INFORMATION NOTED: THAT THE RATIO OF PRECISION IS 1:10,000; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, RATIO OF PRECISION OR POSITIONAL ACCURACY LICENSE AND SEAL THIS 21 DAY OF APRIL, A.D., 2020.

Chris Gagne
CHRIS GAGNE, PLS LICENSE NO. L-4700

I, CHRIS GAGNE, CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN AN AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

Chris Gagne
CHRIS GAGNE, PLS LICENSE NO. L-4700

CERTIFICATE OF APPROVAL FOR NON-COUNTY UTILITY PROVIDERS

I HEREBY CERTIFY THAT THE _____ IMPROVEMENTS HAVE

BEEN ☐ INSTALLED IN AN ACCEPTABLE MANNER ☐ A FINANCIAL GUARANTEE HAS BEEN POSTED

IN ACCORDANCE WITH _____ STANDARDS AND EVIDENCE OF _____

SUCH HAS BEEN PROVIDED TO AND IS ON FILE WITH BRUNSWICK COUNTY ENGINEERING SERVICES.

Bill Clark Homes of Wilmington, LLC
DEVELOPER OR AUTHORIZED AGENT SIGNATURE(S) DATE 4/22/2020

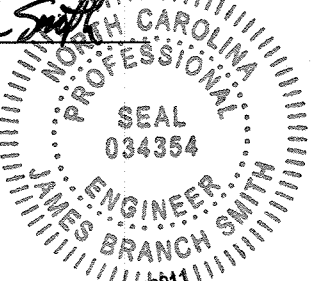
SIGNATURE AND TITLE OF CERTIFYING JURISDICTION OR _____ DATE _____

ENGINEERS' CERTIFICATE OF ROAD CONSTRUCTION

I (WE) HEREBY CERTIFY THAT ALL ROADS AS DEPICTED ON THIS SUBDIVISION PLAT HAVE BEEN DESIGNED AND INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS PER SECTION 6.11.5.B OF THE BRUNSWICK COUNTY UNIFIED DEVELOPMENT ORDINANCE.

CERTIFIED PROFESSIONAL ENGINEER Brenda M. Clemmons
DATE 4-21-20

SEAL



CERTIFICATE OF PROPOSED SUBDIVISION ROAD CONSTRUCTION STANDARDS

N.C. DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS
PROPOSED SUBDIVISION ROAD CONSTRUCTION STANDARDS
CERTIFICATION APPROVED

5-4-2020 Brian Hughes
DATE DISTRICT ENGINEER

I (WE) HEREBY CERTIFY THAT ELECTRICAL SERVICE TO ALL LOTS AS DEPICTED ON THIS SUBDIVISION PLAT HAVE BEEN INSTALLED IN ACCORDANCE WITH THE UTILITY PROVIDER'S SPECIFICATIONS PER SECTION 3.3.3.B.16.II. OF THE BRUNSWICK COUNTY UNIFIED DEVELOPMENT ORDINANCE.

DEVELOPER OR PROJECT MANAGER Bill Clark Homes of Wilmington, LLC
DATE 4/22/2020

WATER AND SEWER UTILITIES SHALL BE THE RESPONSIBILITY OF THE BRUNSWICK REGIONAL WATER AND SEWER-H2GO

N/A N/A
DIRECTOR DATE

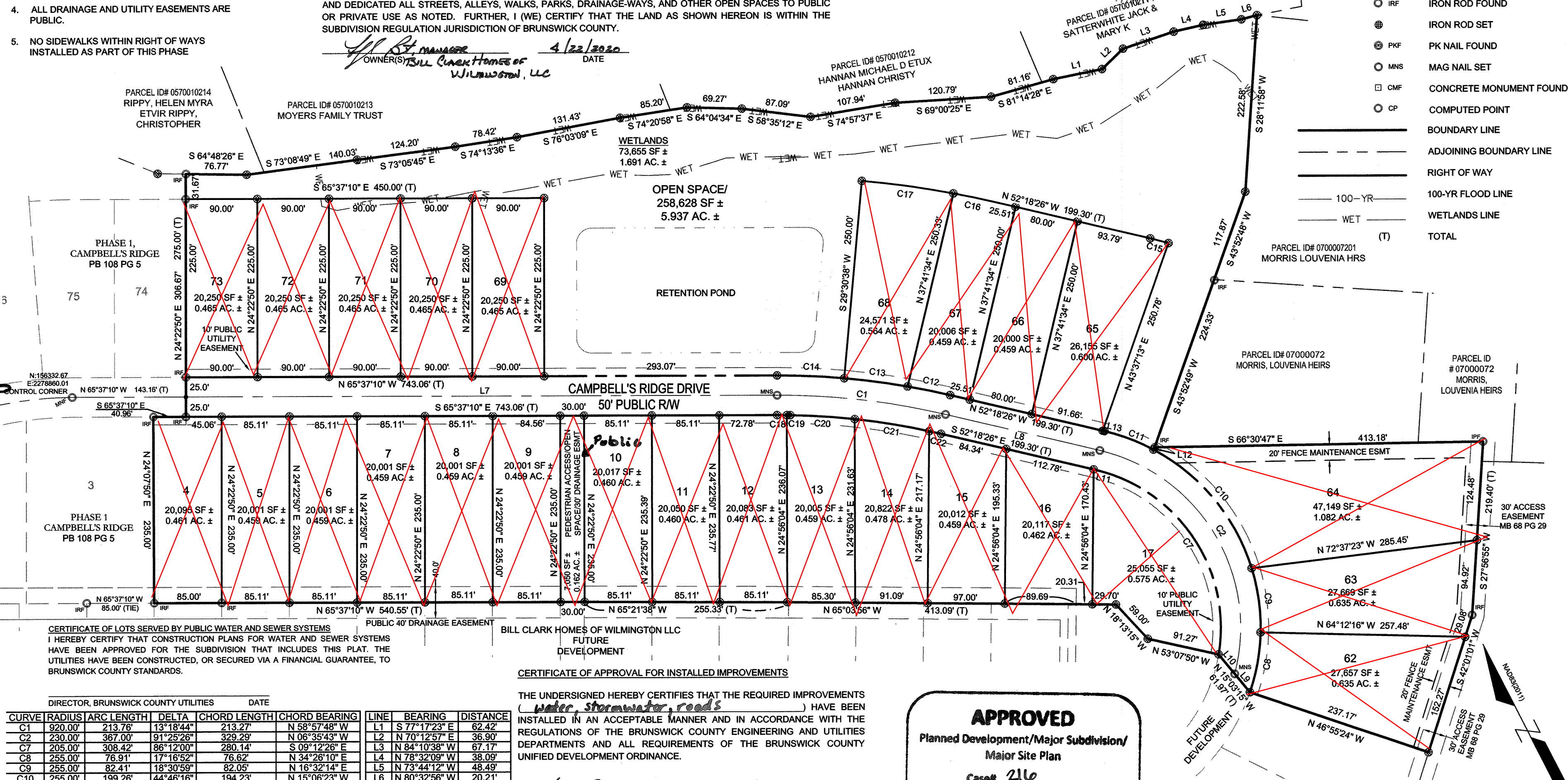
CERTIFICATE OF BRUNSWICK COUNTY REVIEW OFFICER

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

Jennifer Skaggs
REVIEW OFFICER DATE 5/5/2020

LEGEND:

- IPF IRON PIPE FOUND
- IRF IRON ROD FOUND
- IRON ROD SET
- ⊙ PKF PK NAIL FOUND
- MNS MAG NAIL SET
- CMF CONCRETE MONUMENT FOUND
- CP COMPUTED POINT
- BOUNDARY LINE
- ADJOINING BOUNDARY LINE
- 100-YR 100-YR FLOOD LINE
- WET WETLANDS LINE
- (T) TOTAL



CERTIFICATE OF LOTS SERVED BY PUBLIC WATER AND SEWER SYSTEMS
I HEREBY CERTIFY THAT CONSTRUCTION PLANS FOR WATER AND SEWER SYSTEMS HAVE BEEN APPROVED FOR THE SUBDIVISION THAT INCLUDES THIS PLAT. THE UTILITIES HAVE BEEN CONSTRUCTED, OR SECURED VIA A FINANCIAL GUARANTEE, TO BRUNSWICK COUNTY STANDARDS.

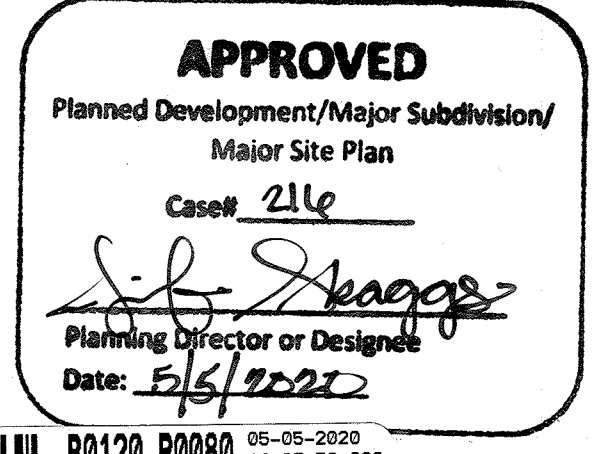
CURVE	RADIUS	ARC LENGTH	DELTA	CHORD LENGTH	CHORD BEARING
C1	920.00'	213.76'	13°18'44"	213.27'	N 58°57'48" W
C2	230.00'	367.00'	91°25'26"	329.29'	N 06°35'43" W
C3	205.00'	308.42'	86°12'00"	280.14'	S 09°12'26" E
C4	255.00'	76.91'	17°16'52"	76.62'	N 34°26'10" E
C5	255.00'	82.41'	18°30'59"	82.05'	N 16°32'14" E
C6	255.00'	199.26'	44°48'18"	194.23'	N 15°06'23" W
C7	255.00'	65.94'	14°48'56"	65.75'	N 44°53'58" W
C8	945.00'	80.43'	3°18'21"	80.40'	N 53°57'36" W
C9	945.00'	84.61'	5°07'48"	84.58'	N 58°03'04" W
C10	945.00'	23.78'	2°41'51"	23.77'	N 63°03'16" W
C11	1195.00'	54.51'	2°36'49"	54.51'	N 53°36'50" W
C12	1195.00'	116.14'	5°34'07"	116.10'	N 57°42'18" W
C13	895.00'	12.33'	0°47'21"	12.33'	S 65°13'30" E
C14	895.00'	4.22'	0°16'13"	4.22'	S 64°41'42" E
C15	895.00'	81.28'	5°12'13"	81.26'	S 61°57'29" E
C16	895.00'	95.02'	6°04'59"	94.98'	S 56°18'53" E
C17	895.00'	15.09'	0°57'58"	15.09'	S 52°47'25" E

CERTIFICATE OF APPROVAL FOR INSTALLED IMPROVEMENTS

THE UNDERSIGNED HEREBY CERTIFIES THAT THE REQUIRED IMPROVEMENTS (water, stormwater, roads) HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND IN ACCORDANCE WITH THE REGULATIONS OF THE BRUNSWICK COUNTY ENGINEERING AND UTILITIES DEPARTMENTS AND ALL REQUIREMENTS OF THE BRUNSWICK COUNTY UNIFIED DEVELOPMENT ORDINANCE.

Brenda M. Clemmons
DEVELOPER OR AUTHORIZED AGENT SIGNATURE(S) DATE 4/22/2020
Brenda M. Clemmons
BRUNSWICK COUNTY ENGINEERING DIRECTOR DATE 5/5/2020

SCALE: 1"=100'



THE UNDERSIGNED HEREBY CERTIFIES THAT THE REQUIRED IMPROVEMENTS
STREETS AND STORM WATER
HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND IN ACCORDANCE WITH THE REGULATIONS OF THE BRUNSWICK COUNTY ENGINEERING AND UTILITIES DEPARTMENTS AND ALL REQUIREMENT OF THE BRUNSWICK COUNTY UNIFIED DEVELOPMENT ORDINANCE.

Bill Clark Homes of Wilmington, LLC
DEVELOPER OR AUTHORIZED AGENT SIGNATURE(S) DATE 4/22/2020

BRUNSWICK COUNTY ENGINEERING DIRECTOR DATE _____

DATE _____

REVISIONS _____

CLIENT INFORMATION: **BILL CLARK HOMES**
127 RACINE DRIVE, SUITE 201
WILMINGTON, NC 28403

PARAMOUNT ENGINEERING
WILMINGTON, NC
122 CINEMA DRIVE
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

SUBDIVISION PLAT FOR:
PHASE 2, CAMPBELL'S RIDGE
LOTS 4-17 & 62-73

SMITHVILLE TOWNSHIP
BRUNSWICK COUNTY, NC

APPROVED
PLANNED DEVELOPMENT/MAJOR SUBDIVISION/
MAJOR SITE PLAN
Case# 216
Jennifer Skaggs
Planning Director or Designee
Date: 5/5/2020

THE UNDERSIGNED HEREBY CERTIFIES THAT THE REQUIRED IMPROVEMENTS
STREETS AND STORM WATER
HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND IN ACCORDANCE WITH THE REGULATIONS OF THE BRUNSWICK COUNTY ENGINEERING AND UTILITIES DEPARTMENTS AND ALL REQUIREMENT OF THE BRUNSWICK COUNTY UNIFIED DEVELOPMENT ORDINANCE.

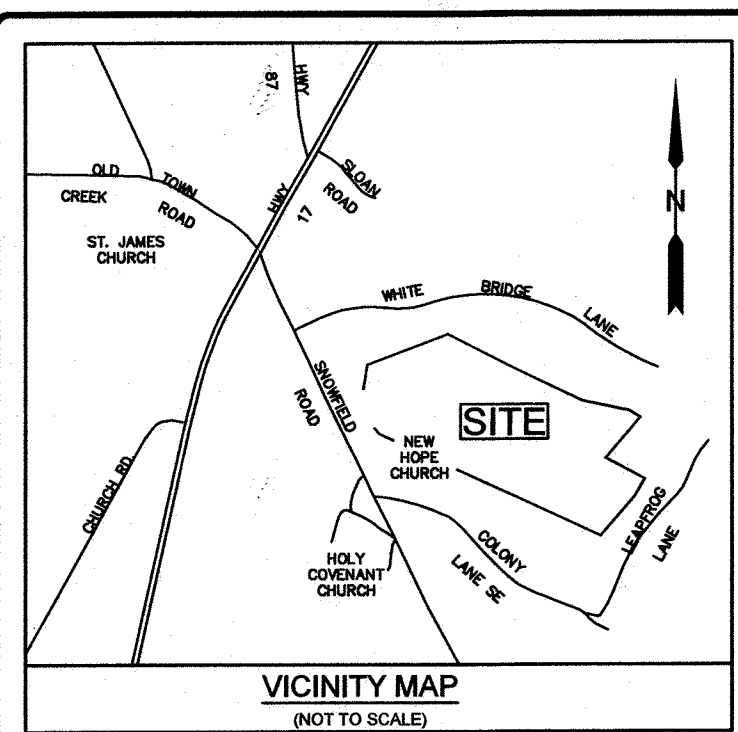
Bill Clark Homes of Wilmington, LLC
DEVELOPER OR AUTHORIZED AGENT SIGNATURE(S) DATE 4/22/2020

BRUNSWICK COUNTY ENGINEERING DIRECTOR DATE _____

SHEET 1
SCALE 1"=100'

PEI JOB#: 16309.PE APRIL 21, 2020

MAP CABINET 131 PAGE 66 9-22-21

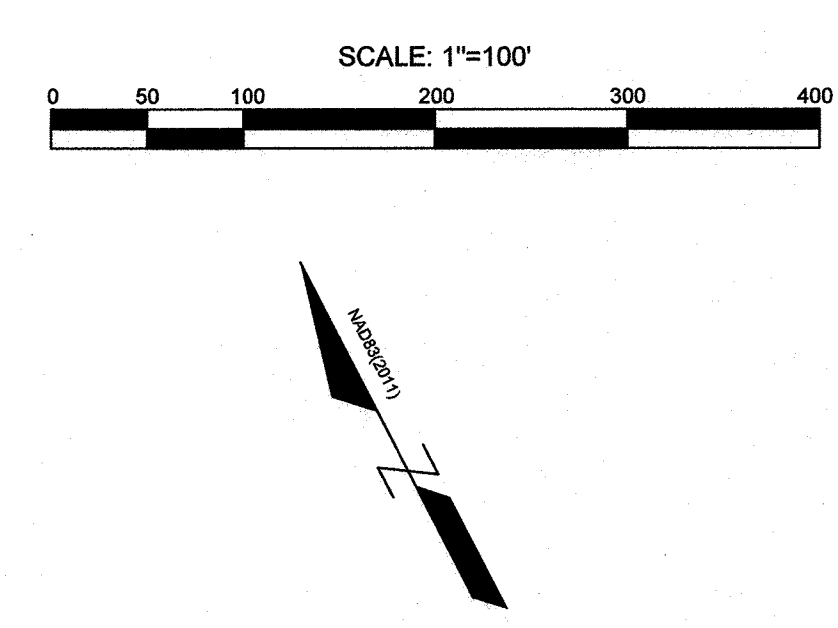


SITE DATA
PID: 0700007103
CURRENT OWNER: BILL CLARK HOMES OF WILMINGTON, LLC.
D.B. 3931, PG. 1325
P.B. 97, PG. 9
ZONING: RR

TOTAL AREA: 731,087 SQ. FT. OR 16.783 AC. ±
LOT AREA: 617,026 SQ. FT. OR 14.165 AC. ±
R/W AREA: 67,657 SQ. FT. ± OR 1.553 AC. ±
OPEN SPACE: 46,704 SQ. FT. ± OR 1.07 AC. ±
TOTAL NUMBER OF LOTS: 27

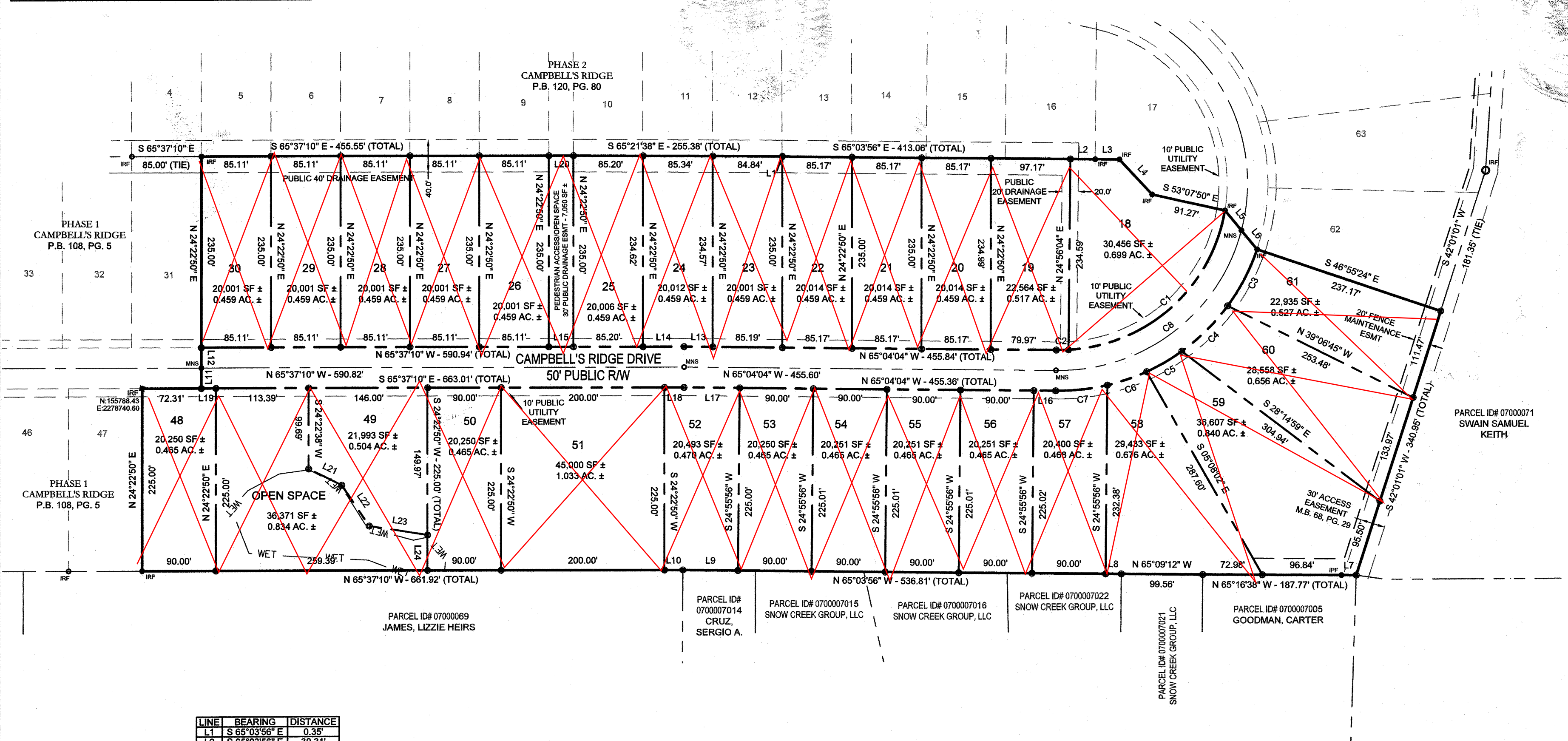
BUILDING SETBACKS
FRONT = 25'
SIDE = 10'
CORNER SIDE = 15'
REAR = 25'
MAXIMUM HEIGHT = 40'

- NOTES:**
1. AREAS CALCULATED BY COORDINATES.
 2. NO NCGS MONUMENT LOCATED WITHIN 2000'.
 3. THIS PROPERTY IS LOCATED IN ZONE "X" - NOT A SPECIAL FLOOD HAZARD AREA - AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 3720217500K. BEARING AN EFFECTIVE DATE OF 08/28/2018.
 4. ALL DRAINAGE AND UTILITY EASEMENTS ARE PUBLIC.
 5. NO SIDEWALKS WITHIN RIGHT OF WAYS INSTALLED AS PART OF THIS PHASE.
 6. SIDEWALK MAINTENANCE IS THE RESPONSIBILITY OF THE H.O.A.



- LEGEND:**
- IPF IRON PIPE FOUND
 - IRF IRON ROD FOUND
 - ⊙ IRON ROD SET
 - ⊙ PKF PK NAIL FOUND
 - MNS MAG NAIL SET
 - CMF CONCRETE MONUMENT FOUND
 - CP COMPUTED POINT
 - BOUNDARY LINE
 - - - ADJOINING BOUNDARY LINE
 - - - RIGHT OF WAY
 - WET WETLANDS LINE

09-22-2021 11:05:16 000
B0131 P0066
Brenda M. Clemmons
Brunswick County, NC Register of Deeds page 2 of 2



LINE	BEARING	DISTANCE
L1	S 65°03'56" E	0.35'
L2	S 65°03'56" E	30.31'
L3	S 65°03'56" E	29.70'
L4	S 18°13'15" E	58.99'
L5	S 15°03'15" E	31.89'
L6	S 15°03'15" E	30.08'
L7	N 65°18'38" W	17.95'
L8	N 65°03'56" W	19.34'
L9	N 65°03'56" W	67.47'
L10	N 65°37'10" W	22.53'
L11	N 24°22'50" E	25.00'
L12	N 24°22'50" E	25.00'
L13	N 65°04'04" W	35.15'
L14	N 65°37'10" W	50.19'
L15	N 65°37'10" W	30.00'
L16	N 65°04'04" W	26.81'
L17	N 65°04'04" W	58.55'
L18	N 65°37'10" W	23.62'
L19	N 65°37'10" W	17.69'
L20	S 65°37'10" E	30.00'
L21	S 38°53'58" E	45.34'
L22	S 09°18'20" E	60.59'
L23	N 56°45'41" W	72.76'
L24	S 24°22'50" W	43.30'

CURVE	RADIUS	ARC LENGTH	DELTA	CHORD LENGTH	CHORD BEARING
C1	205.00'	277.11'	77°27'00"	256.49'	S 72°37'04" W
C2	205.00'	14.93'	4°10'28"	14.93'	N 66°34'13" W
C3	255.00'	78.23'	17°34'37"	77.92'	S 51°15'54" W
C4	255.00'	79.39'	17°50'18"	79.07'	S 69°34'22" W
C5	255.00'	49.94'	11°13'14"	49.86'	S 84°08'08" W
C6	255.00'	50.79'	11°24'47"	50.71'	N 84°34'52" W
C7	255.00'	63.78'	14°19'51"	63.61'	N 71°42'33" W
C8	230.00'	306.56'	76°22'03"	284.37'	S 77°18'01" W

DATE

REVISIONS

CLIENT INFORMATION

BILL CLARK HOMES
127 RACINE DRIVE, SUITE 201
WILMINGTON, NC 28403

ENGINEER

PARAMOUNT ENGINEERING, INC.
WILMINGTON, NC
122 CINEMA DRIVE
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6700 (F)
NC License #: C-2846

SUBDIVISION PLAT FOR:

PHASE 3, CAMPBELL'S RIDGE
LOTS 18-30 & 48-61

SMITHVILLE TOWNSHIP
BRUNSWICK COUNTY, NC

PROFESSIONAL SEAL

JOSHUA W. TAYLOR
NORTH CAROLINA
SURVEYOR

SHEET 2/2

SCALE 1" = 100'

PEI JOB#: 16309.PE SEPTEMBER 9, 2021



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

March 1, 2022

Ms. Daralyn Spivey, Clerk to the Board
Brunswick County Board of Commissioners
30 Government Center Dr NE
Bolivia, NC 28422

Subject: Proposed Road Addition to the State System of Highways Campbells Ridge Dr SE located within the Campbells Ridge Subdivision. (Division File No: 1217-B).

Dear Ms. Spivey:

This office is considering the addition of the road listed above located within the Campbells Ridge Subdivision to the state maintenance system. After the Board's consideration please furnish this office with the current county resolution and official road name for our further handling.

If I may be of further assistance, please call me at 910-398-9100.

Sincerely,

Nick Drees

Nick Drees
Engineering Specialist

Enclosures: Copy of SR-1 Road Petition request form, plat maps and locator maps.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
5501 BARBADOS BLVD.
CASTLE HAYNE, NC 28429

Telephone: 910-398-9100
Customer Service: 1-877-368-4968

Website: ncdot.gov

Location:
5501 BARBADOS BLVD.
CASTLE HAYNE, NC 28429

**North Carolina Department of Transportation
Division of Highways
Petition for Road Addition**

ROADWAY INFORMATION: (Please Print/Type)

County: Brunswick Road Name: Campbell's Ridge Dr.
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Campbell's Ridge Length (miles): 1.03 miles
Number of occupied homes having street frontage: 30 Located (miles): .10 miles
miles N ☐ S ☒ E ☐ W ☐ of the intersection of Route SR 1619 and Route SR 1522
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Campbell's Ridge in Brunswick County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name: Carleen Weaver Phone Number: 252-814-1481
Street Address: 200 E. Arlington Blvd. Greenville NC 27858
Mailing Address: Same

PROPERTY OWNERS

Name

Mailing Address

Telephone

Perelope

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY: Please check the appropriate block

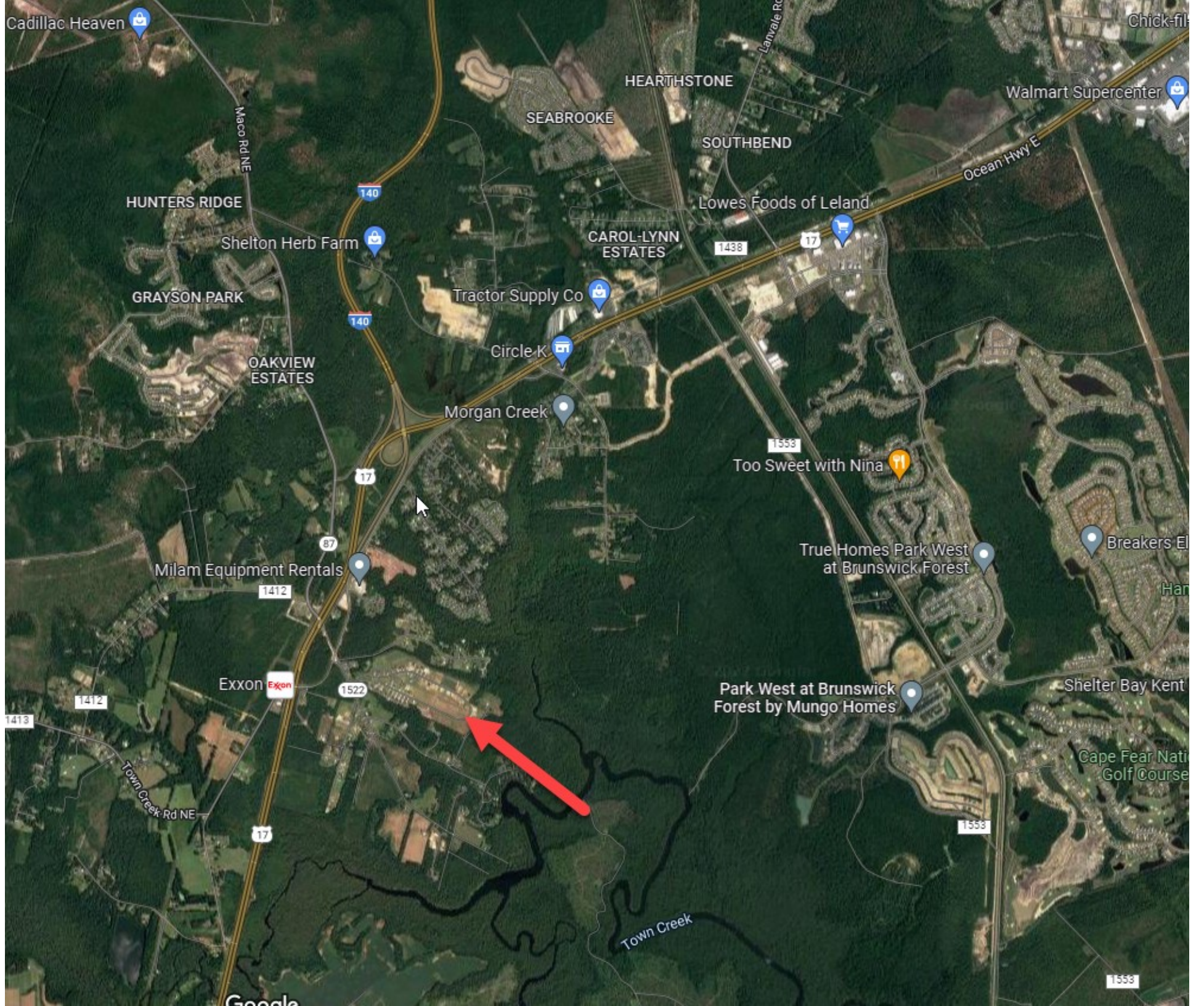
☐ Rural Road ☐ Subdivision platted prior to October 1, 1975 ☐ Subdivision platted after September 30, 1975

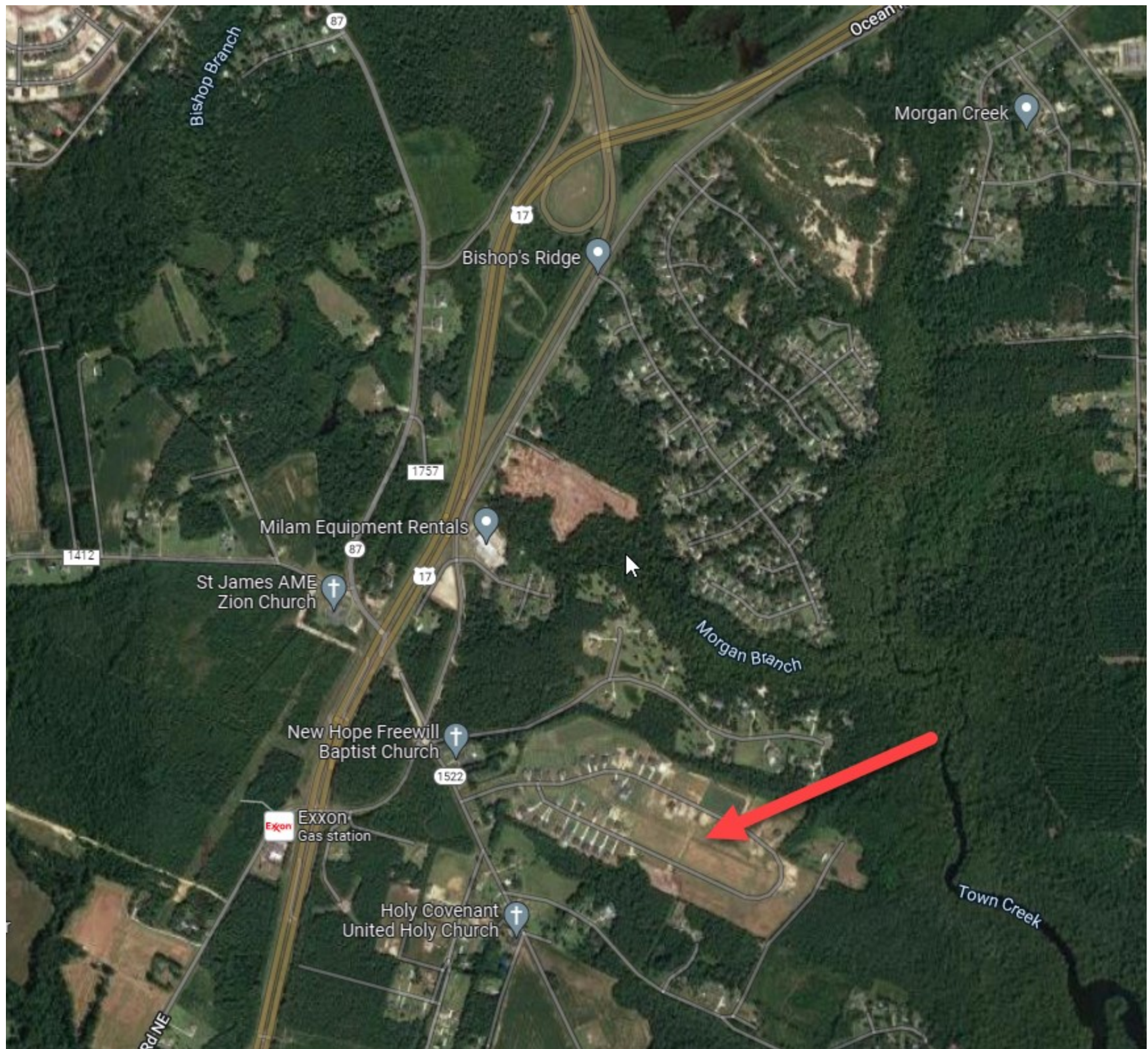
REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

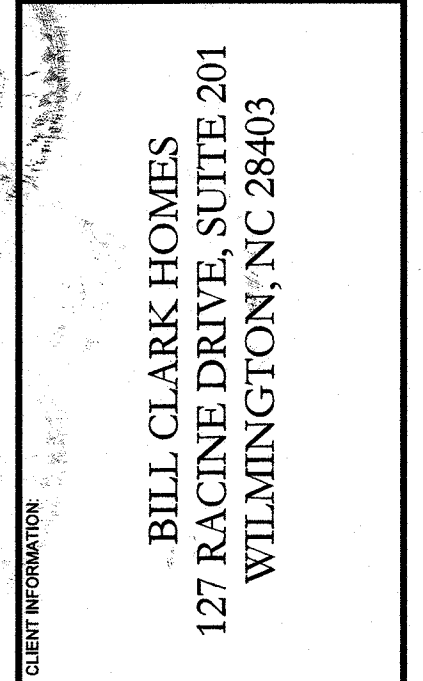
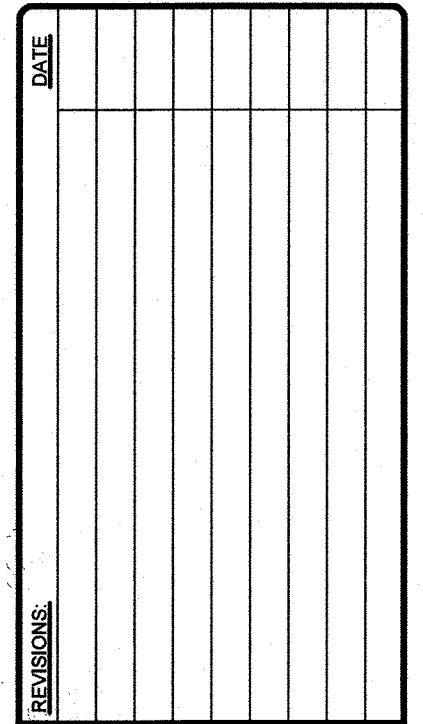
General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>





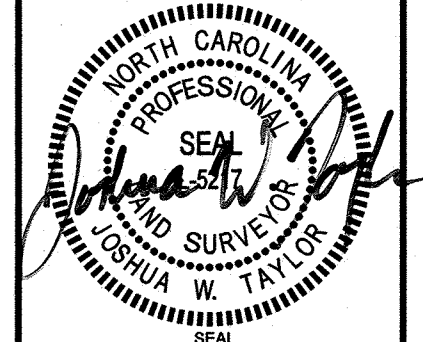
PEI JOB#: 16309.PE MAY 14, 2018



PARAMOUNT
ENGINEERING, INC.
WILMINGTON, NC
122 CINEMA DRIVE
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6760 (F)
NC License #: C-2846

SUBDIVISION PLAT FOR:
PHASE 3, CAMPBELL'S RIDGE
LOTS 18-30 & 48-61

SMITHVILLE TOWNSHIP
BRUNSWICK COUNTY, NC



SHEET 2/2

SCALE 1" = 100'

PEI JOB#: 16309.PE SEPTEMBER 9, 2021

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L6	S 15° 03'15" E	30.08
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L9	N 65° 03'56" W	67.47
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L11	N 24° 22'50" E	25.00
L12	N 24° 22'50" E	35.00
L13	N 65° 04'04" W	25.00
L14	N 65° 37'10" W	19.15
L15	N 65° 37'10" W	30.00
L16	N 65° 04'04" W	26.81
L17	N 65° 04'04" W	68.55
L18	N 65° 37'10" W	23.62
L19	N 65° 37'10" W	17.69
L20	S 65° 03'56" E	30.00
L21	S 65° 03'56" E	49.34
L22	S 09° 18'20" E	60.59
L23	N 56° 45'41" W	72.76
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CURVE	RADIUS	ARC LENGTH	DELTA	CHORD LENGTH	CHORD BEARING
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C4	255.00'	79.39'	17°50'18"	79.07'	S 69°34'22" W
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C6	255.00'	79.39'	17°50'18"	79.07'	S 69°34'22" W
C7	255.00'	63.78'	14°19'51"	63.61'	N 71°42'31" W
C8	230.00'	306.56'	76°22'03"	284.37'	S 77°18'03" W



County of Brunswick
OFFICE OF THE TAX ADMINISTRATOR
PO Box 269, BOLIVIA, NC 28422
910-253-2829 TELEPHONE
910-253-2861 FAX
TAXADMIN@BRUNSCO.NET - EMAIL
WWW.BRUNSWICKCOUNTYNC.GOV

JEFFERY P NIEBAUER
TAX ADMINISTRATOR

TONY MASIERO
ASSIST TAX ADMINISTRATOR

MELINDA ORE
DEPUTY TAX COLLECTOR

Date: March 7, 2022

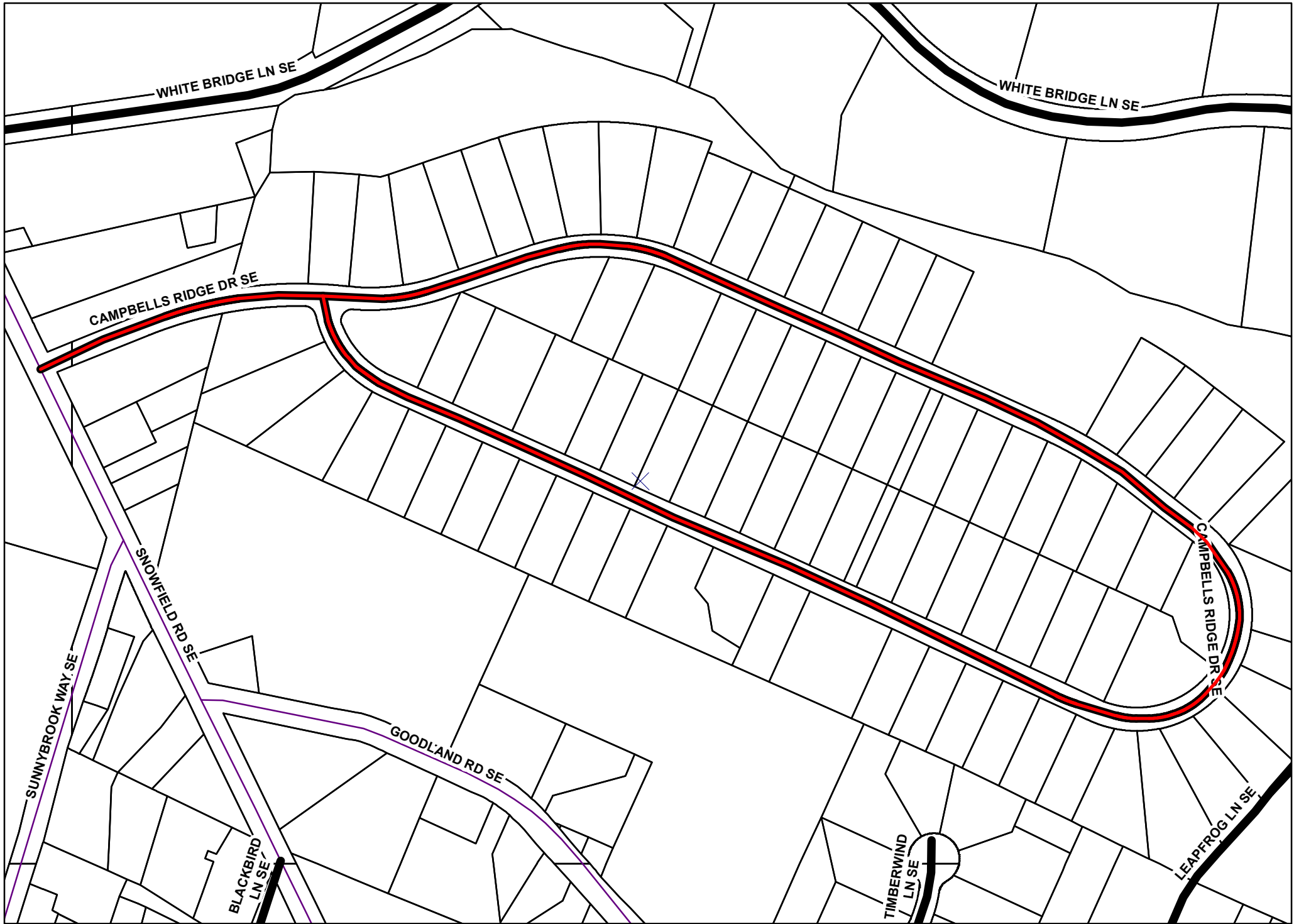
To: Daralyn Spivey, Clerk to the Board
County Administration

From: Jan Clemmons, Address Administrator
GIS

RE: SR-1 Petition: CAMPBELLS RIDGE DR SE

The referenced petition, as shown above, is suitable for passage insofar as the Geographic Information Systems Department is concerned. Please let me know if I can be of any further assistance.

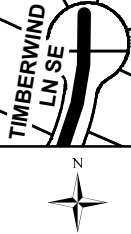
/jc



Date: 3/7/2022



Campbells Ridge Dr SE



Brunswick County assumes no legal responsibility for the nature of, contents of or accuracy of any information contained on this map. This map may not be accurate or up-to-date. All map information must be verified by recipient. Grid based on NC State Plane Coordinates, NAD 83 Datum, Feet.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

Action Item # V. - 4.

From:

Asst. Attorney--Bryan Batton

County Attorney - Bella Point Deed Of Dedication

Issue/Action Requested:

Consider accepting the Deed of Dedication for water and sewer infrastructure for Bella Point.

Background/Purpose of Request:

J&S Land Development, LLC has submitted a Deed of Dedication for water and sewer infrastructure for Bella Point. 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

\$ 230,160.00 for water

\$ 1,067,680.00 for sewer

Approved By County Attorney:

Yes

County Attorney's Recommendation:

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

County Manager's Recommendation:

Recommend accepting the Deed of Dedication for water and sewer infrastructure for Bella Point.

ATTACHMENTS:

Description

▣ Bella Point DOD

Prepared by: Rachel M. Bengé, Hodges Coxé & Potter LLP, 3907-100 Wrightsville Avenue, Wilmington, NC 28403

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this 2nd day of March, 2022, by and between J&S LAND DEVELOPMENT LLC, a North Carolina limited liability company with an office and place of business in New Hanover County, North Carolina, party of the first part, hereinafter referred to as "Developer", and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, party of the second part, hereinafter referred to as Grantee;

W I T N E S S E T H:

WHEREAS, Developer is the owner and developer of a tract or parcel located in Lockwood Folly Township, Brunswick County, North Carolina, known as Bella Point; and

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

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

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

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

All water and sewer pipelines, equipment, and apparatuses used in the water distribution system and sewer collection system that is constructed upon the property more fully depicted in the plat recorded at Map Cabinet 135, Page 41, which plat is hereby incorporated by reference as if fully set forth herein, and also shown on the asbuilt record drawings prepared by Norris & Tunstall Consulting Engineers, P.C. dated 2-11-2022 and attached herein as Exhibit A.

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

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

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

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

SIGNATURE PAGE FOLLOWS

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

J&S Land Development LLC

By: [Signature]
Steve Shuttleworth, Manager

State of North Carolina

County of New Hanover

I, a Notary Public of the County and State aforesaid, do hereby certify that Steve Shuttleworth personally came before me this day and acknowledged that he is Manager of J&S Land Development LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official seal, this 2 day of March, 2022.



[Signature]
Notary Public

My Commission Expires: 12.26.2023

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit were accepted by the Brunswick County Board of Commissioners on the ____ day of _____, 2022.

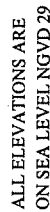
Brunswick County Board of Commissioners

By: _____
Name: RANDY THOMPSON
Title: CHAIRMAN

Attest:

By: _____
Name: DARALYN Spivey
Title: CLERK to the Board

~~ESSENTIAL~~



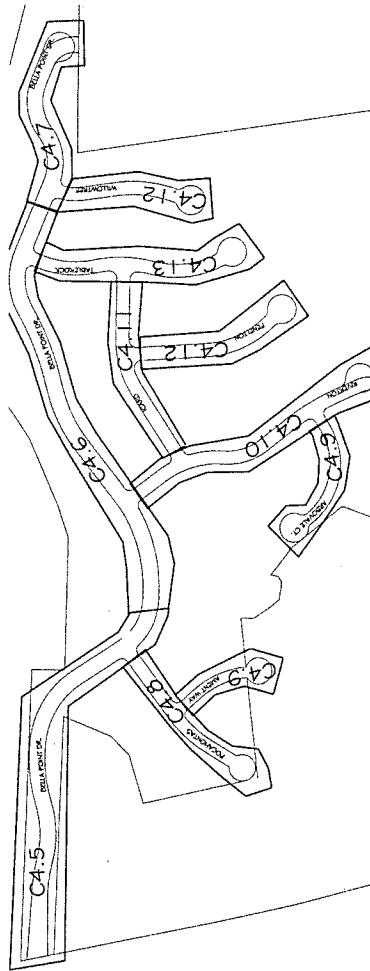
TYPE OF WORK:

3 PHASE, 193 LOT SUBDIVISION (30 LOTS WILL BE ON A LOW PRESSURE SANITARY SEWER SYSTEM)

OWNER
J&S LAND DEVELOPMENT, LLC
8630 RIVER ROAD
WILMINGTON, NC 28412
PHONE: 719-499-1373

AS-BUILT DRAWING DATE: 02/09/22

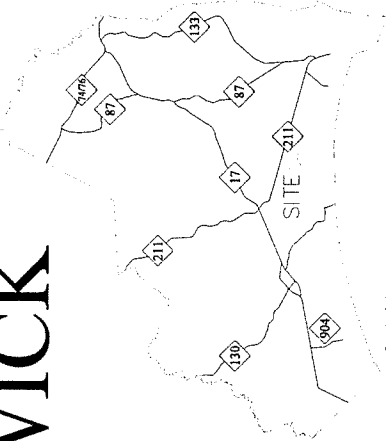
DESIGNER
J. PHILLIP NORRIS, P.E.
NORRIS & TUNSTALL CONSULTING ENGINEERS, P.C.
1429 ASHLITTLE RIVER RD
ASH, NC 28420
PHONE: 910-287-3900
FAX: 910-287-5902
EMAIL: norris@ntengineers.com



REVISION DESCRIPTION

[illegible]

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

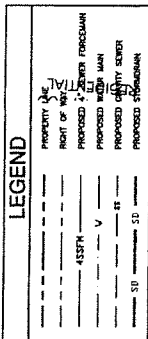


PARCEL ID #: 2020000103

<u>INDEX OF SHEETS</u>					
C	:	BRUNGS, CO. COVER	C6-6.7	:	PS DETAILS
C4	:	UTILITY	C7-7.1	:	WATER DETAILS
C4.1	:	UTILITY	C8-8.1	:	SEWER DETAILS
C4.2	:	UTILITY	C9-9.2	:	W&S DETAILS
C4.3	:	UTILITY			
C4.4	:	UTILITY			
		PLAN AND PROFILE			
		PR4.5:			
		PLAN AND PROFILE			
		PR4.6:			
		PLAN AND PROFILE			
		PR4.7:			
		PLAN AND PROFILE			
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		PR4.10:			
		PLAN AND PROFILE			
		PR4.11:			
		PLAN AND PROFILE			
		PR4.12:			
		PLAN AND PROFILE			
		PR4.13:			
		PLAN AND PROFILE			

DATE: 02/09/22	SUBMITTAL: ASBUILT	PROJECT NAME: BELLA POINT LOCATION: SUNSET HARBOR RD OWNER: J&S LAND DEVELOPMENT, LLC DESIGNER: NORRIS & TUNSTALL
		
TECH ZAC		
DIS JPN		
CHK JPN		
PROJECT NO. #19010		
SHEET NO. C		

< EXHIBIT A >



AS-BUILT DRAWING DATE: 02/09/22

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.

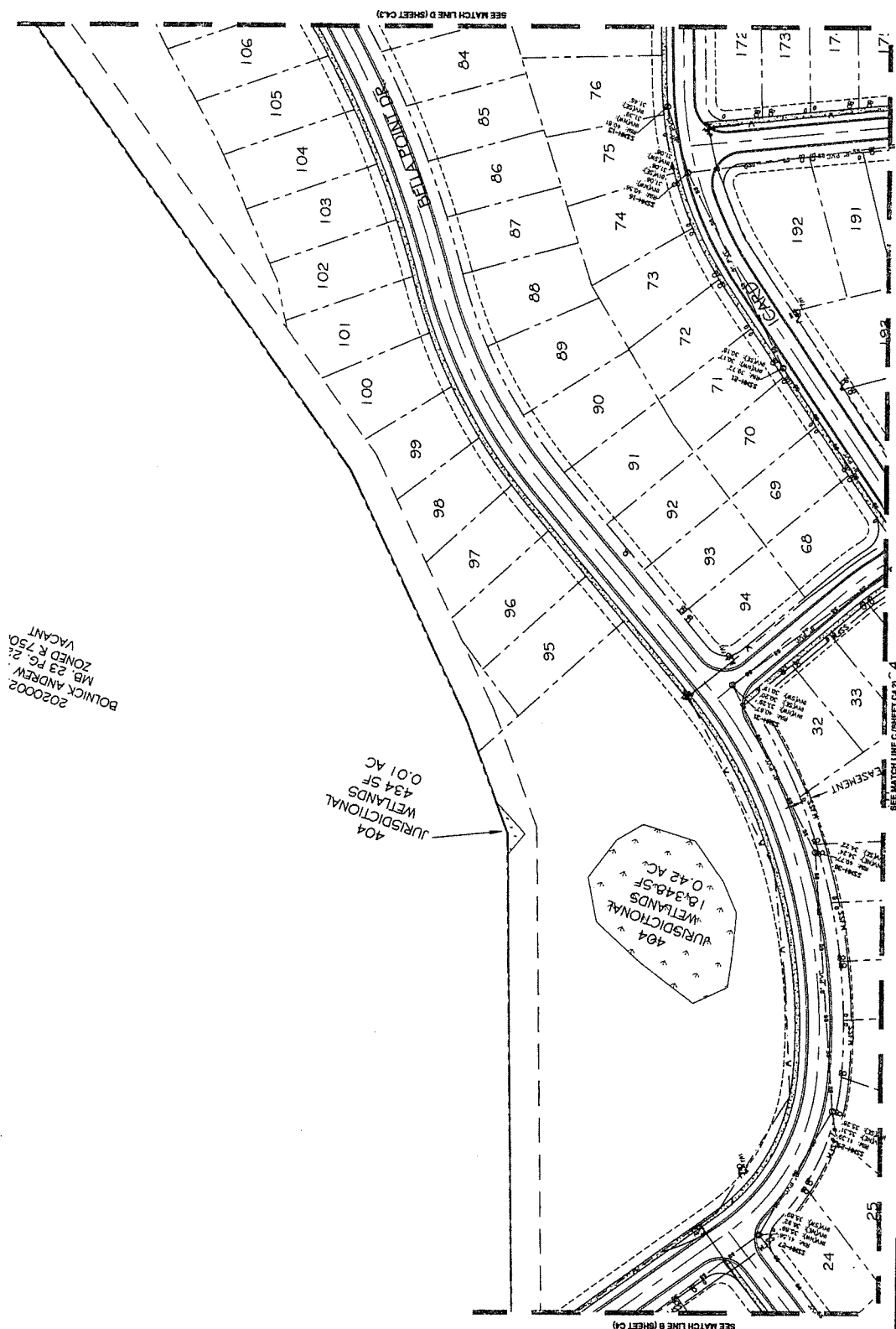
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CED	JPN	
DEVAL	TJS	
DATE		

OWNER:
JAS LAND DEVELOPMENT, LLC
8630 RIVER ROAD
WILMINGTON, NC 28412
719-499-1573

UTILITY - ASBUILT
BELLA POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY NORTH CAROLINA

UTILITY - ASBUILT

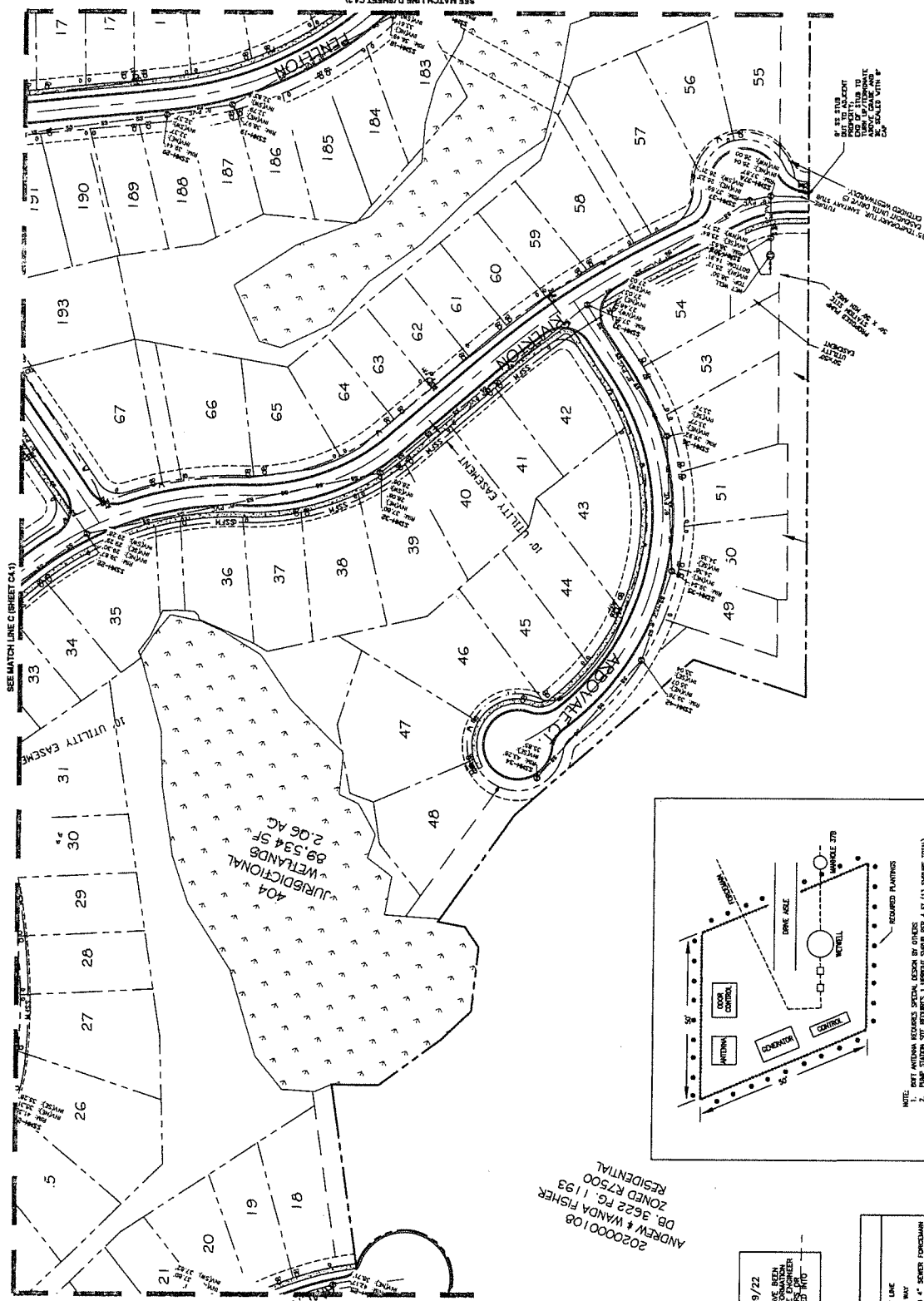
REVISIONS		
SYMBOL	DATE	DESCRIPTION



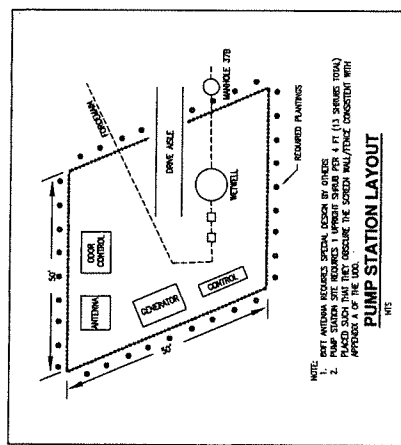
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LEGEND	
---	PROPERTY LINE
---	ROUTE OF WAY
---	PROPOSED 4" SEWER FORCEMAIN
---	PROPOSED 4" SEWER
---	PROPOSED WATER MAIN
---	PROPOSED GRAVITY SEWER
---	PROPOSED STORMWATER



NOTE:
FOR THIS QLS MASTERPUMP PUMP STATIONS REV 1.05 (JAN 2019), SEC. 2.0(g) BOTH WEI WELL AND INFLUENT MANHOLE FOR EACH PUMP STATION SHALL BE PRECAST POLYMER CONCRETE AND NOT STANDARD CONCRETE.
FOR SEC. 3.0(c) 1)(3) A THIRD PUMP SHALL BE PROVIDED AS A SPARE BY THE DEVELOPER.



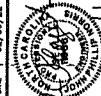
2020000108
ANDREW & WANDA FISHER
DB. 3622 PG. 1193
ZONED R7500
RESIDENTIAL

AS-BUILT DRAWING DATE: 02/09/22

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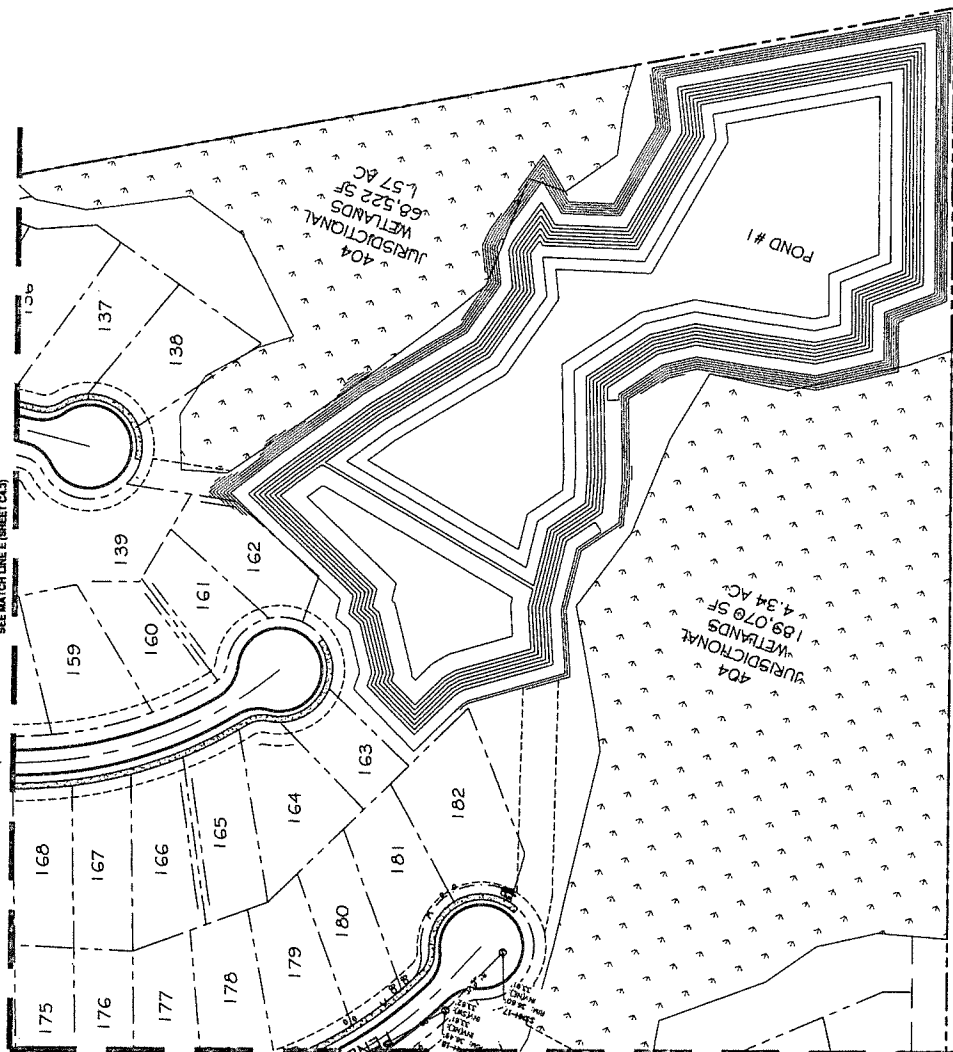
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---	RIGHT OF WAY
---	PROPOSED 4" SEWER FORCEMAIN
---	PROPOSED WATER MAIN
---	PROPOSED DRAINAGE SEWER
---	PROPOSED STORMDRAIN

SCALE: 1" = 50'



AS-BUILT DRAWING DATE: 02/09/22

LEGEND	
-----	PROPERTY LINE
-----	REST OF WAY
-----	PROPOSED 4" SEWER FORCEMAIN
-----	PROPOSED WATER MAIN
-----	PROPOSED COUNTRY SEWER
-----	PROPOSED LP SEWM
-----	PROPOSED STORAGE



SYMBOL				DATE		DESCRIPTION		BY	
REVIEWS									
© 2018 MORRIS & TUNSTALL									

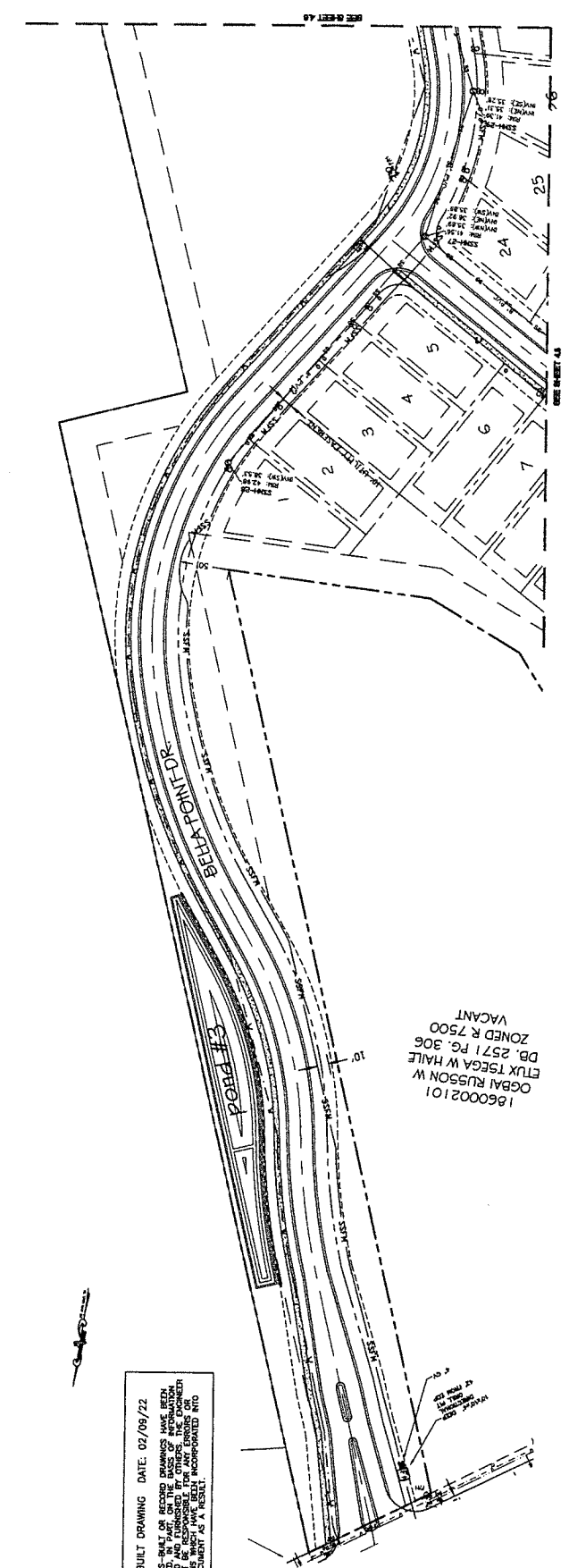
UTILITY - ASBUILT
BELLA POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
JAS LAND DEVELOPMENT, LLC
8630 RIVER ROAD
WILMINGTON, NC 28412
719-499-1373

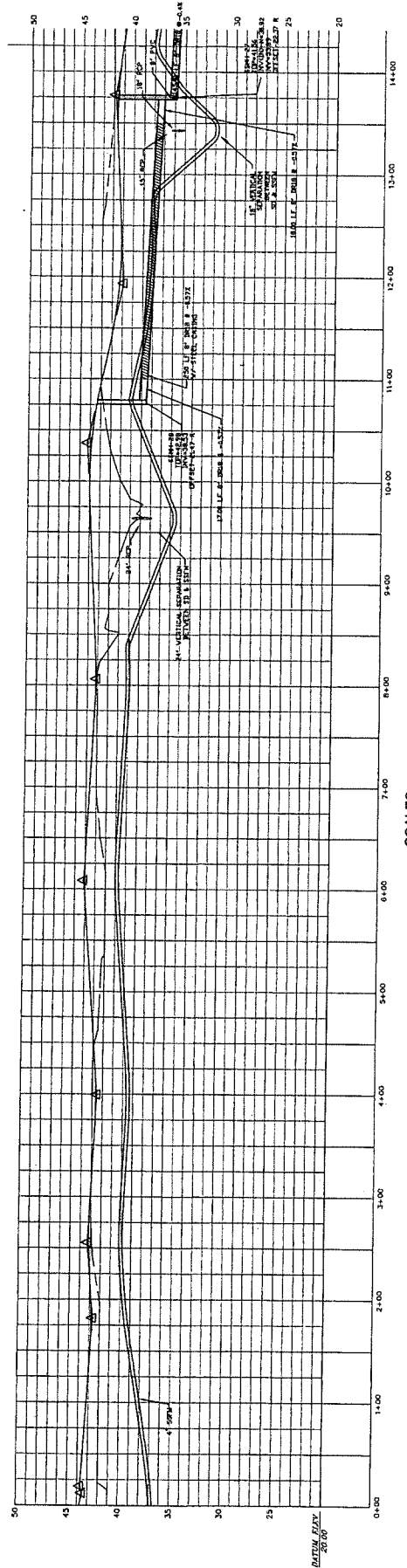
NORRIS & TUNSTALL
— CONSULTING ENGINEERS P.C. —
2602 IRON GATE DR., SUITE 102
WILLIAMSBURG, NC 28412
PHONE (919) 543-9653
1429 ASH LITTLE WATER RD. NW
ASH, NC 28420
PHONE (919) 287-5900

19010	JPM	03/09/22
	JPM	
	TJS	

SYMBOL	DATE	DESCRIPTION	BY



SCALES:
1" = 50' HOR.
1" = 5' VERT.

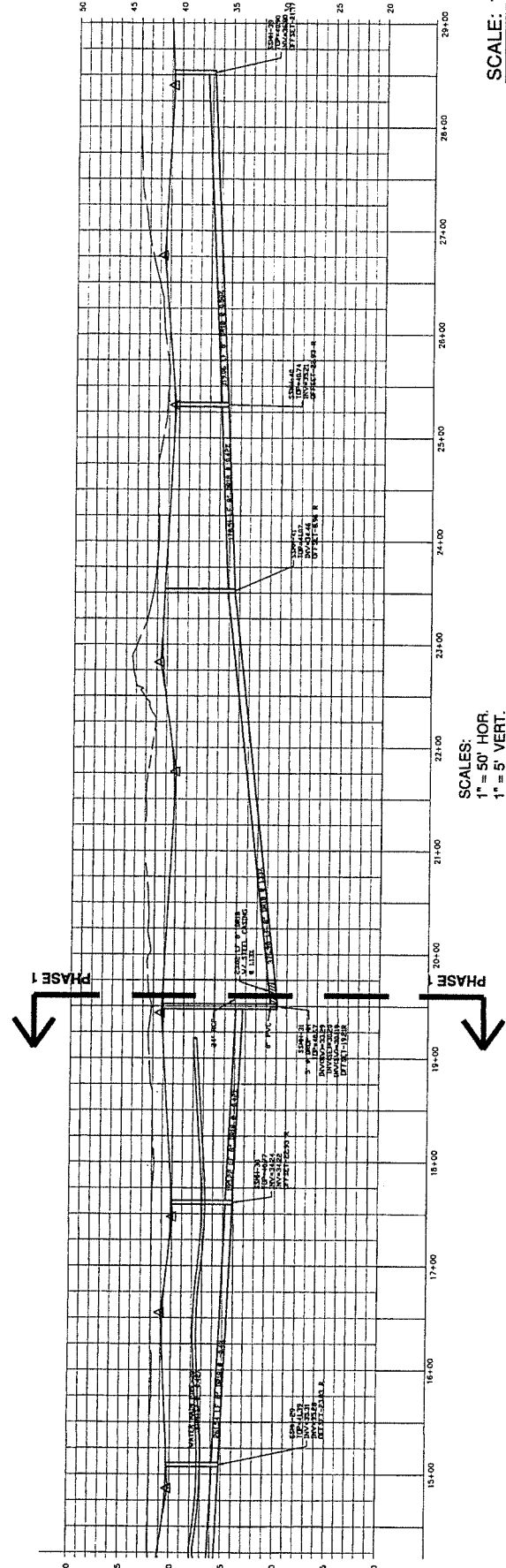
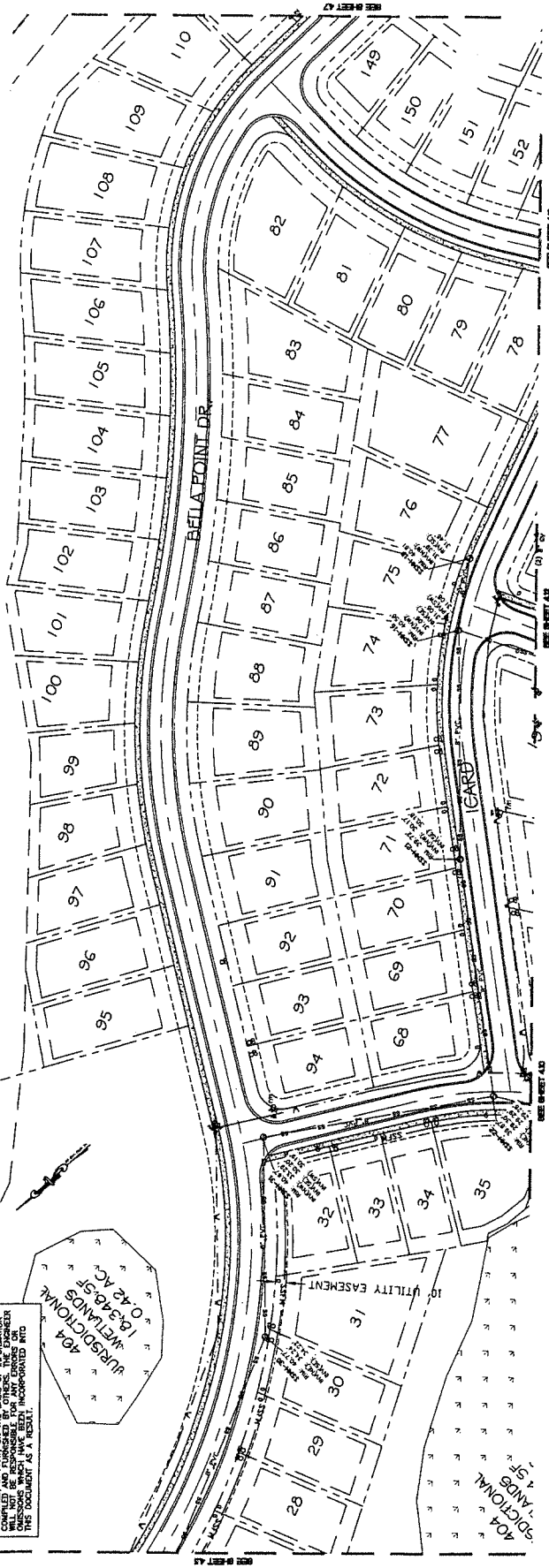


SCALES:
1" = 50' HOR.
1" = 5' VERT.

SCALE: 1" = 50'

PR4.5

AS-BUILT DRAWING DATE: 02/09/22
 THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN
 PREPARED IN PART, ON THE BASIS OF INFORMATION
 PROVIDED BY THE CLIENT. THE ENGINEER AND ARCHITECT
 WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR
 OMISSIONS THAT MAY BE INCORPORATED INTO
 THIS DOCUMENT AS A RESULT.



OWNER: J&S LAND DEVELOPMENT, LLC
 6600 BAYVIEW ROAD
 WILMINGTON, NC 28412
 PHONE: (919) 341-7655

CONSULTING ENGINEERS P.C.: NORRIS & TUNSTALL
 1409 ASH LITTLE KINGS RD. NW
 WASHINGTON, NC 28150
 PHONE: (919) 341-7655

BRUNSWICK COUNTY, NORTH CAROLINA
 SUNSET HARBOR RD.
 BELLA POINT
 PLAN & PROFILE - ASBUILT

REVISIONS:

SYMBOL	DATE	DESCRIPTION
BT		

PR4.6

SCALE: 1" = 50'

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
3607 BROWN CANYON DRIVE, SUITE 102
WILMINGTON, NC 28412
PHONE: (910) 343-7853
FAX: (910) 343-7855

OWNER:
JAS LAND DEVELOPMENT, LLC
8600 RIVER ROAD
WILMINGTON, NC 28412
719-439-1373

PROJECT:
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA

License #C-3411
19010

DATE: 02/09/22

BY: [Signature]

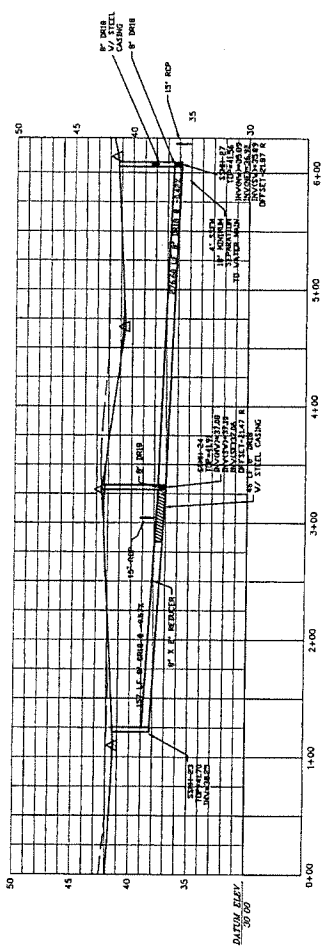
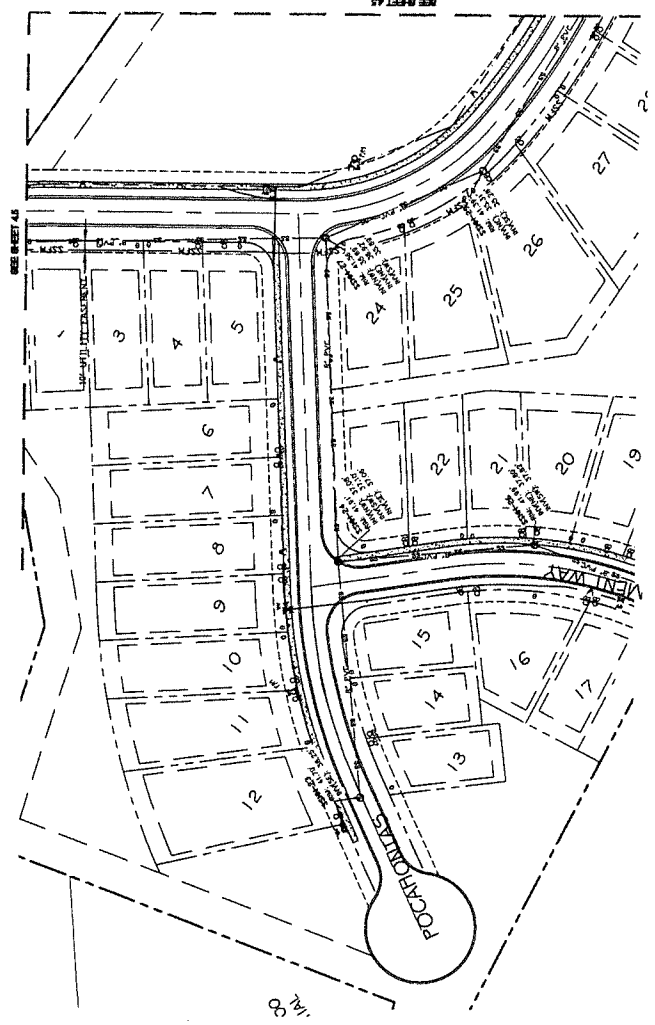
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APP: [Signature]

PR4.8

SCALE: 1" = 50'

SYMBOL	DATE	REVISIONS
BT		DESCRIPTION

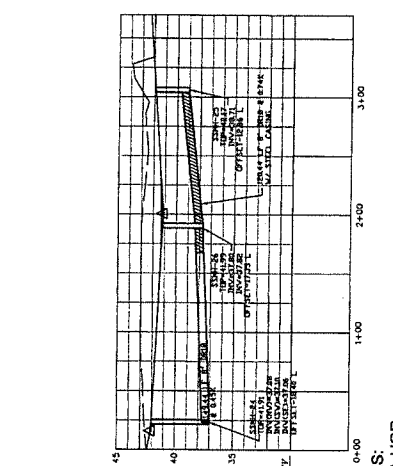
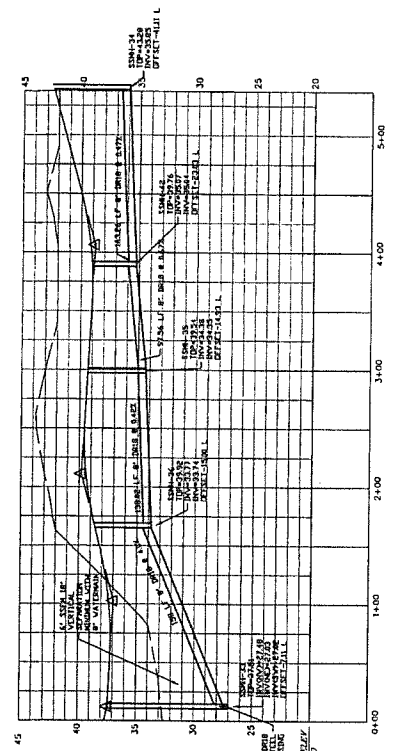
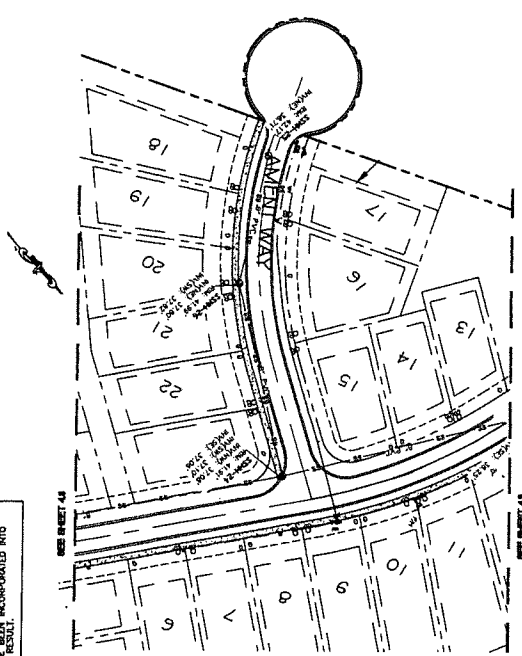
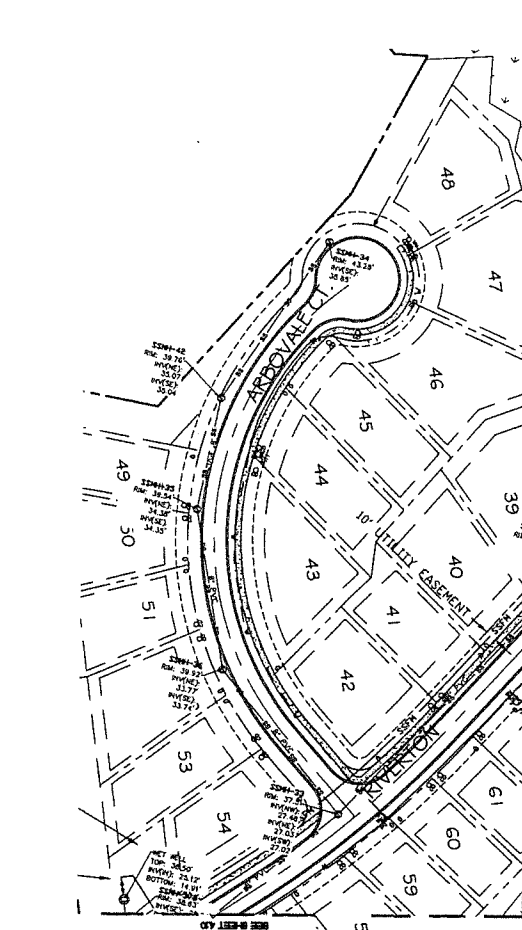


SCALES:
1" = 50' HOR.
1" = 5' VERT.

AS-BUILT DRAWING DATE: 02/09/22
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PREPARED IN PART ON THE BASIS OF INFORMATION
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OMISSIONS THAT MAY BE INCORPORATED INTO
THIS DOCUMENT AS A RESULT.

AS-BUILT DRAWING DATE: 02/09/22

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SCALES:
1" = 50' HOR.
1" = 5' VERT.

SCALES:
1" = 50' HOR.
1" = 5' VERT.

SCALE: 1" = 50'

PR4.9



19010
DATE: 02/09/22
BY: [Signature]
CHK: [Signature]
APP: [Signature]

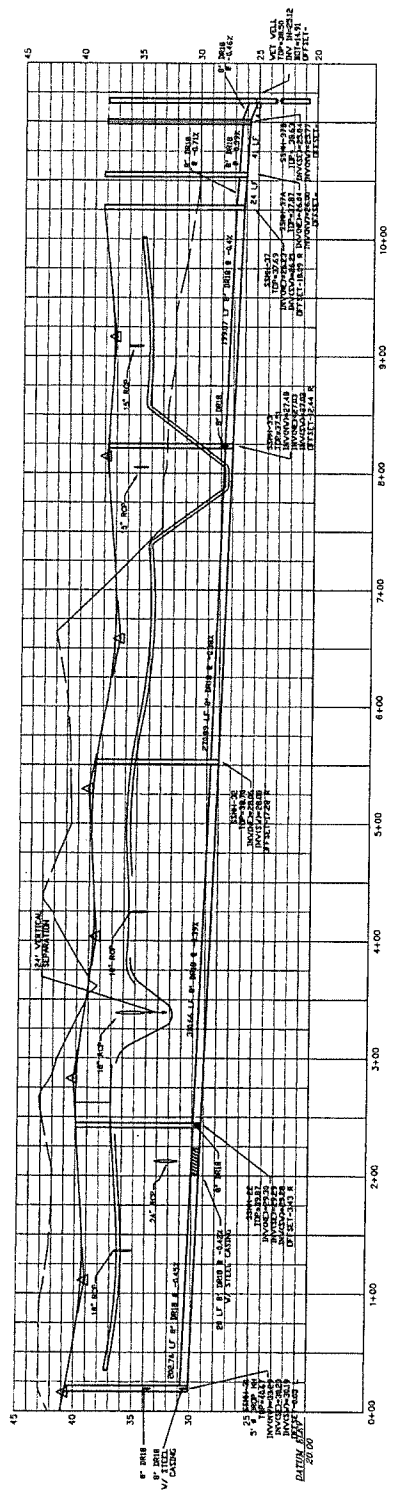
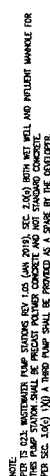
NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
3601 MONROE CANYON DR., SUITE 102
WILMINGTON, NC 28412
PHONE: (910) 343-9653
FAX: (910) 343-9654
1429 ASH LITTLE RIVERS RD. NW
ATLANTA, NC 28409
PHONE: (910) 287-5900

OWNER:
JAS LAND DEVELOPMENT, LLC
1625 RIVER ROAD
WILMINGTON, NC 28412
719-499-1373

PROJECT:
BELL POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA

SYMBOL	DATE	DESCRIPTION	BY

2018 NORRIS & TUNSTALL			
REVISIONS			
SYMBOL	DATE	DESCRIPTION	BY



SCALES:
1" = 50' HOR.
1" = 5' VERT.

AS-BUILT DRAWING DATE: 02/09/22

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
3602 IRON GATE DR., SUITE 100
WILMINGTON, NC 28412
PHONE: (919) 343-3643
FAX: (919) 343-3600

OWNER:
JAS LAND DEVELOPMENT, LLC
8630 KATYAN ROAD
WILMINGTON, NC 28412
719-499-1373

PROJECT:
SUNSET HARBOR RD.
BELLA POINT
BRUNSWICK COUNTY, NORTH CAROLINA

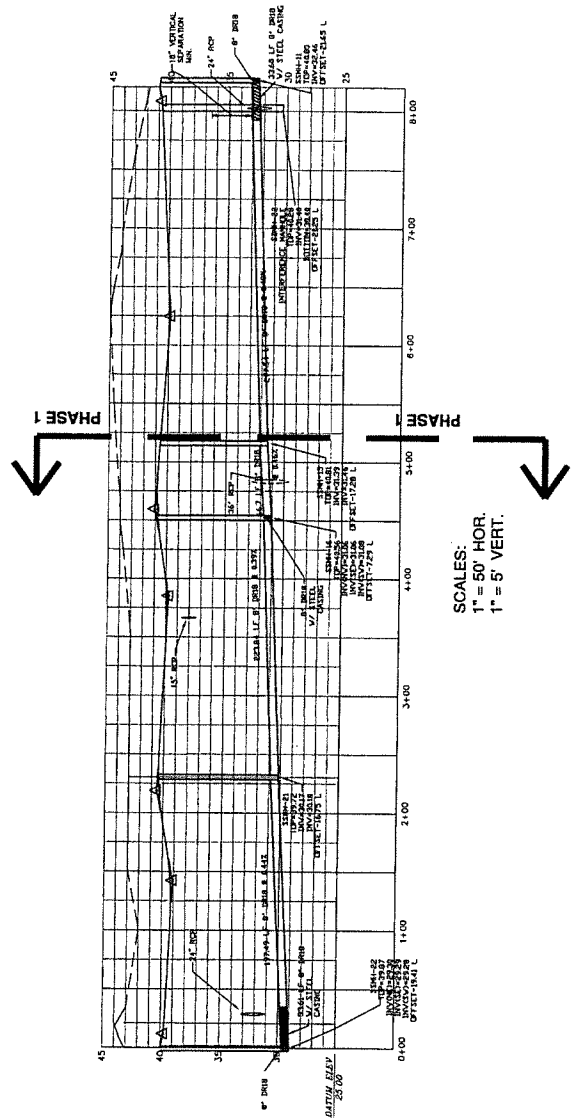
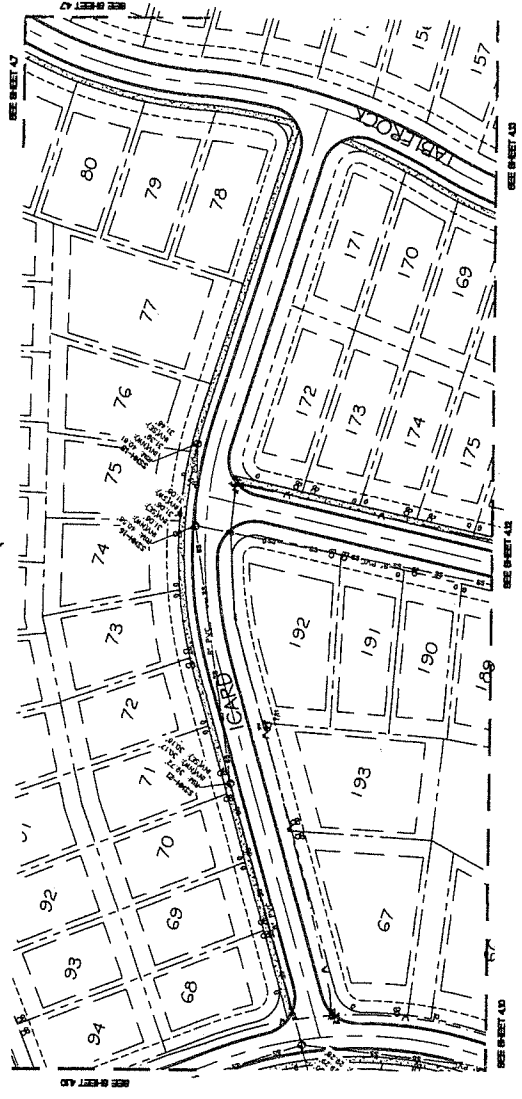
19010
DATE: 02/09/22
BY: JTN
CHECKED: JTN
SCALE: 1" = 50'

PR4.11

SCALE: 1" = 50'

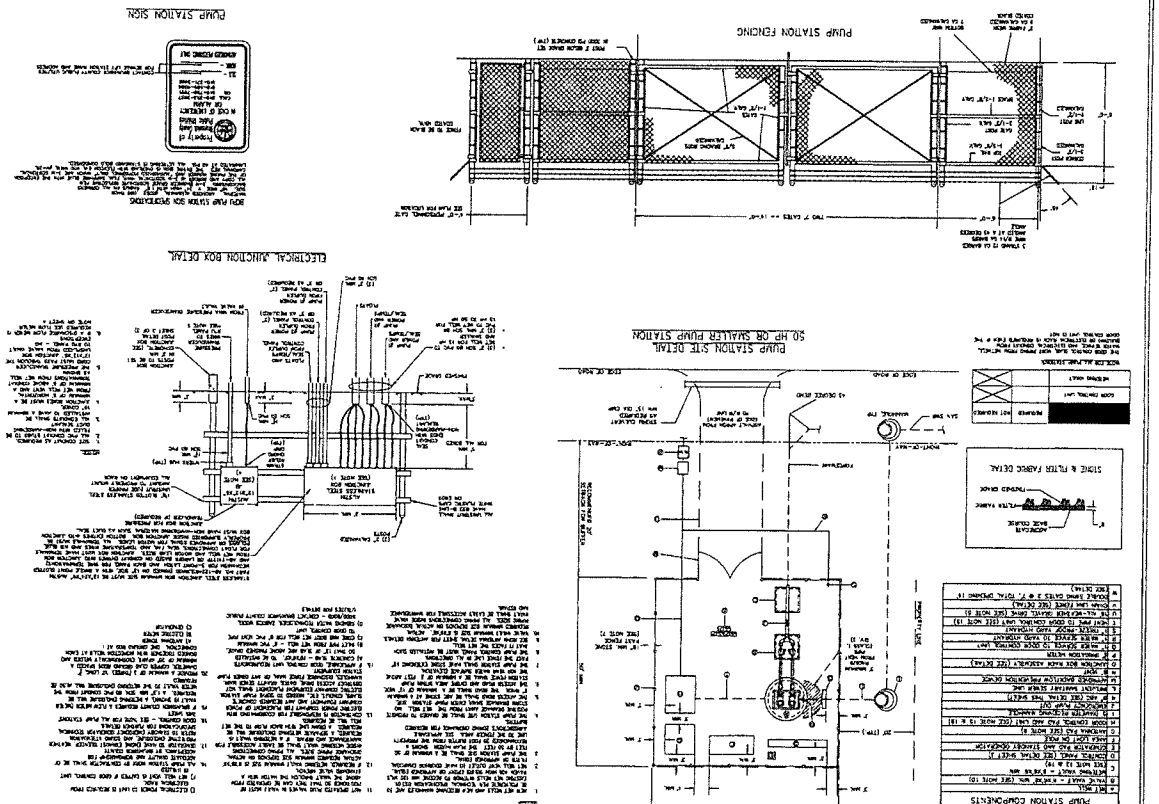
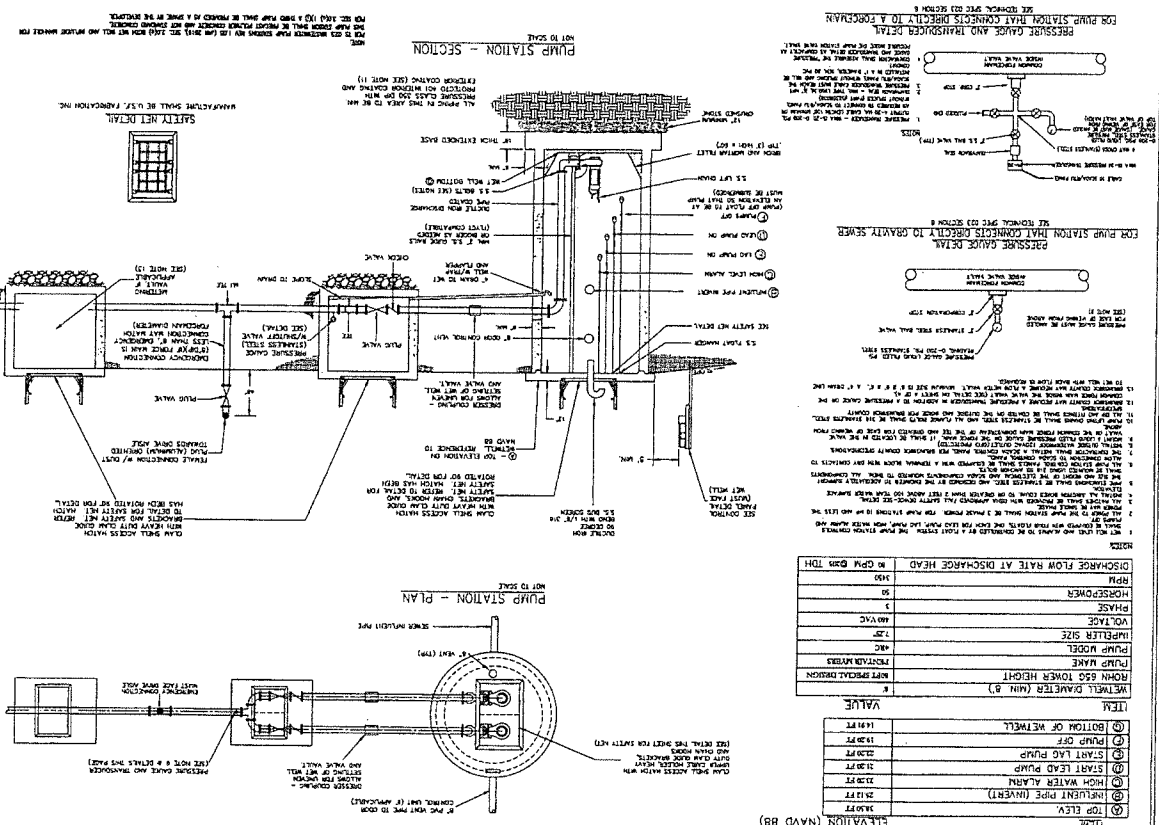
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SYMBOL	DATE	DESCRIPTION	BY
2018		NORRIS & TUNSTALL	



AS-BUILT DRAWING DATE: 02/09/22
THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN
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PROVIDED BY THE CLIENT. THE ENGINEER HAS
WELL NOT BE RESPONSIBLE FOR ANY ERRORS OR
OMISSIONS IN THIS DOCUMENT AS A RESULT INCORPORATED INTO
THIS DOCUMENT AS A RESULT.

AS-BUILT DRAWING DATE: 02/09/22



Prepared by: Rachel M. Benge, Attorney - Hodges Cox & Potter, LLP, 3907-100 Wrightsville Avenue, Wilmington, NC 28403

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF BRUNSWICK

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

1. That it is the owner of certain property located in Lockwood Folly Township, Brunswick County, North Carolina, known as Bella Point, as more particularly described in a Deed of Dedication in favor of Brunswick County of even date herewith.
2. That it has caused to be installed water distribution lines and sewer lines under and along the road right-of-ways property hereinafter described and referenced:

All water and sewer pipelines, equipment, and apparatuses used in the water distribution system and sewer collection system that is constructed upon the property more fully depicted in the plat recorded at Map Cabinet 135, Page 41, which plat is hereby incorporated by reference as if fully set forth herein, and also shown on the asbuilt record drawings prepared by Norris & Tunstall Consulting Engineers, P.C. dated 2-11-2022 and attached herein as Exhibit A.

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

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

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

J&S Land Development LLC

By: 

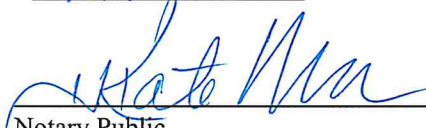
Steve Shuttleworth, Manager

State of North Carolina

County of New Hanover

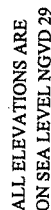
I, a Notary Public of the County and State aforesaid, do hereby certify that Steve Shuttleworth personally came before me this day and acknowledged that he is Manager of J&S Land Development LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official seal, this 2nd day of March, 2022.


Notary Public



LOCATION MAP
NOT TO SCALE



BELLA POINT

TYPE OF WORK:

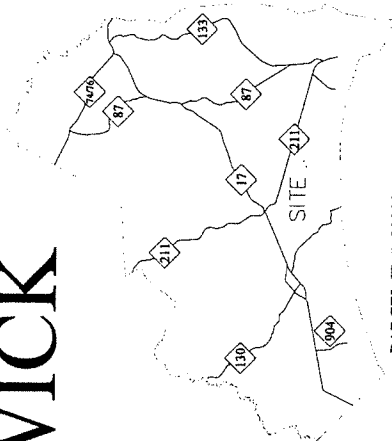
3 PHASE, 193 LOT SUBDIVISION (30 LOTS WILL BE ON A LOW PRESSURE SANITARY SEWER SYSTEM)

OWNER
L&S LAND DEVELOPMENT, LLC
9630 RIVER ROAD
WILMINGTON, NC 28412
PHONE: 719-498-1373

AS-BUILT DRAWING DATE: 02/09/22

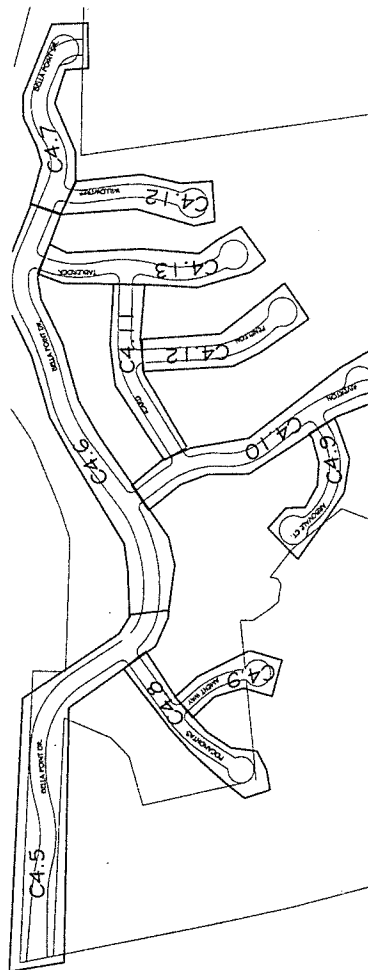
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DESIGNER
PHILLIP MORRIS, P.E.
NORRIS & TUNSTALL CONSULTING ENGINEERS, P.C.
429 ASHLITTLE RIVER RD
ASHL, NC 28430
PHONE: 910-287-5900
FAX: 910-287-5902
EMAIL: pmorris@gettaginc.com



PARCEL ID #: 2020000103

INDEX OF SHEETS					
C	:	BRUNS	CO. COVER	C6-6.7	PS DETAILS
C4	:	UTILITY		C7-7.1	WATER DETAILS
C4.1	:	UTILITY		C8-8.1	SEWER DETAILS
C4.2	:	UTILITY		C9-9.2	W&S DETAILS
C4.3	:	UTILITY			
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PR4.9:		PLAN AND PROFILE			
PR4.10:		PLAN AND PROFILE			
PR4.11:		PLAN AND PROFILE			
PR4.12:		PLAN AND PROFILE			
PR4.13:		PLAN AND PROFILE			

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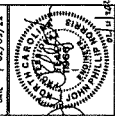
"ENGINEER'S CERTIFICATION OF COMPLIANCE WITH BRUNSWICK COUNTY SPECIFICATIONS AND DETAILS" I hereby certify that the plans, details, and associated project specifications comply with the latest version, as of this date, of Brunswick County's Standard Specifications and Standard Details per standard engineering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

DATE: 02/09/22	SUBMITTAL: ASBUILT	DESIGNER: NORRIS & TUNSTALL	OWNER: J&S LAND DEVELOPMENT, LLC	LOCATION: SUNSET HARBOR RD	PROJECT NAME: BELLA POINT		TERRY SAC DES. PN CDR. PN	PROJECT NO. #19010	SHEET NO. C
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< EXHIBIT A >

C4

SCALE: 1" = 50'



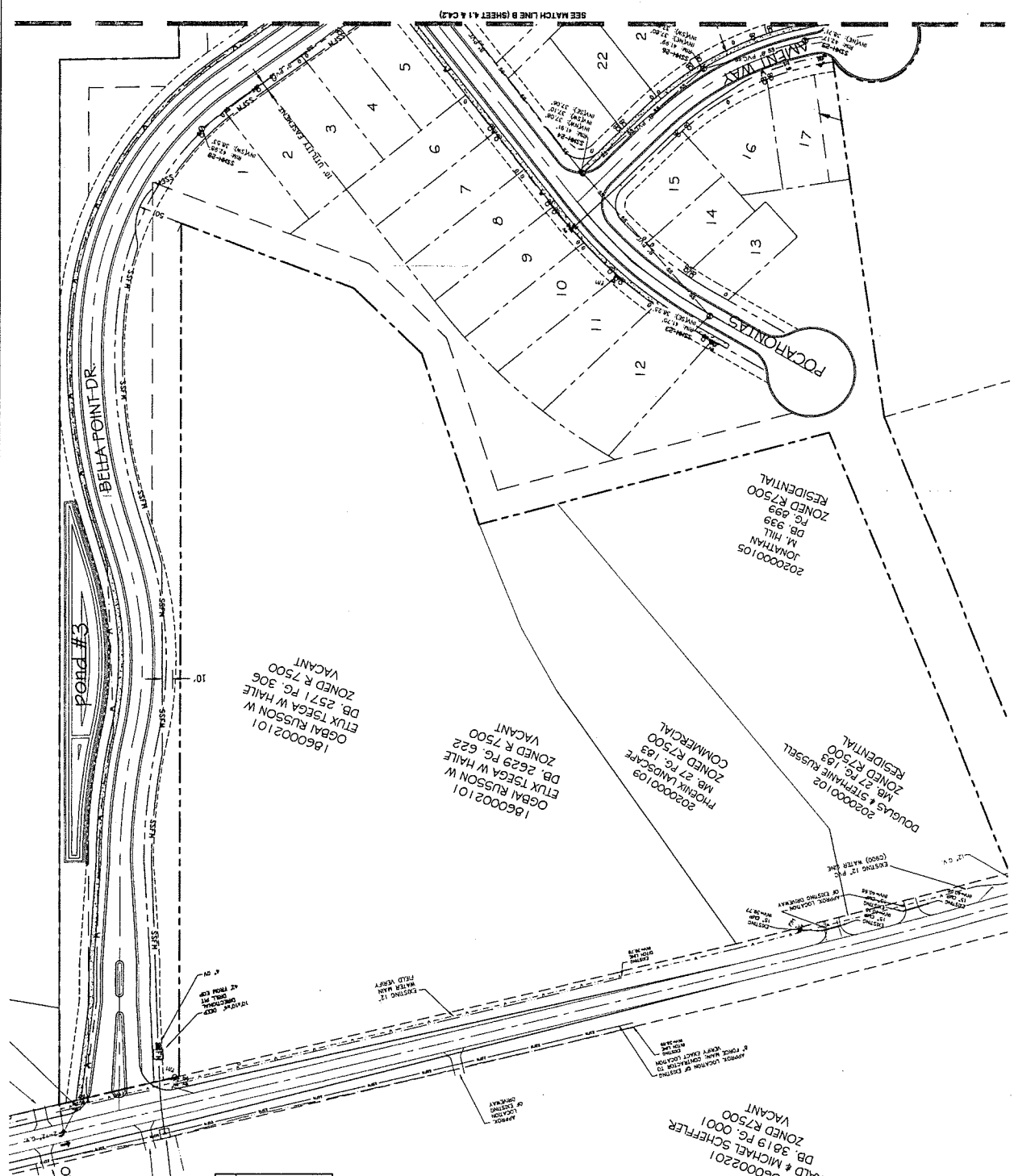
DATE	02/09/22
BY	JPN
CHECKED	JPN
DATE	02/09/22

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2609 HIRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE 919 345-9633
FAX 919 345-9632

OWNER:
JAS LAND DEVELOPMENT, LLC
6630 RIVER ROAD
WILMINGTON, NC 28412
719-499-1373

UTILITY - ASBUILT
BELLA POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA

SYMBOL	DATE	REVISIONS
BT		



LEGEND	
PROPERTY LINE	---
RIGHT OF WAY	---
PROPOSED WATER FOREMAN	---
PROPOSED WATER MAIN	---
PROPOSED SANITARY SEWER	---
PROPOSED FOREMAN	---

AS-BUILT DRAWING DATE: 02/09/22
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SCALE: 1"=50'

License #C-3641 19010	JPN JPN TJS
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NORRIS & TUNSTALL
— CONSULTING ENGINEERS P.C. —
2602 MON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (919) 345-9653
FAX (919) 345-9000
4629 ASHLITTLE RIVER RD., NW
ASHE, NC 28420

OWNER:
JAS LAND DEVELOPMENT, LLC
6630 RIVER ROAD
WILLIAMSTON, NC 28412
719-499-1373

UTILITY - ASBUILT
BELLA POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA

UTILITY - ASBUILT

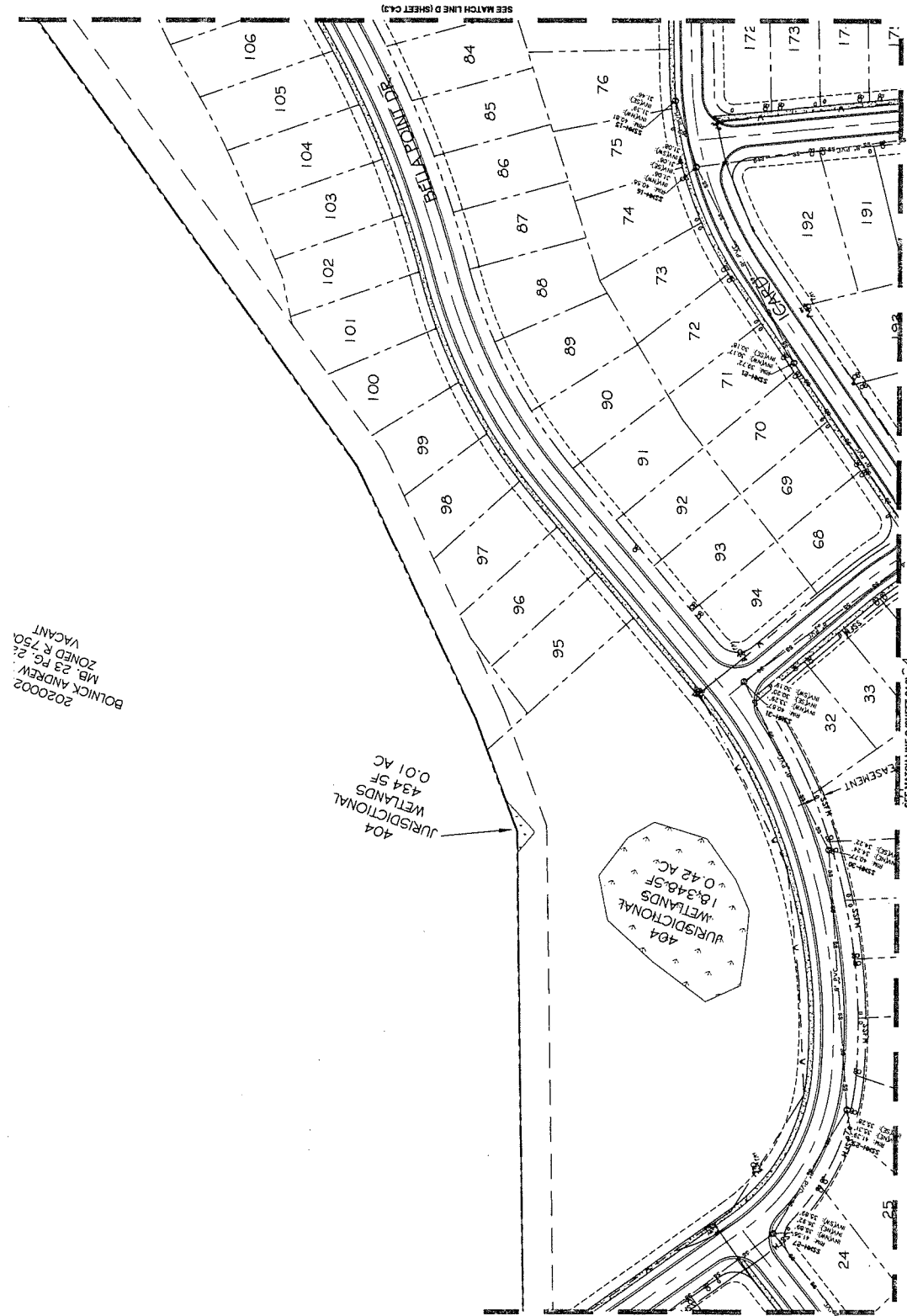
SUNSET HARBOR RD.

BRUNSWICK COUNTY, NORTH CAROLINA

AS-BUILT DRAWING DATE: 02/09/22

LEGEND

PROPERTY LINE	—
ROST OF WAY	—
PROPOSED 4" SEWER FORCEMAIN	—
PROPOSED WATER MAIN	—
PROPOSED GRAVITY SEWER	—
PROPOSED STORMSEWER	—



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BOLNICK ANDREW
MB. 23 PG. 2?
ZONED R 750.
VACANT

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JURISDICTIONAL
WETLANDS
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0.01 AC

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JURISDICTIONAL
WETLANDS
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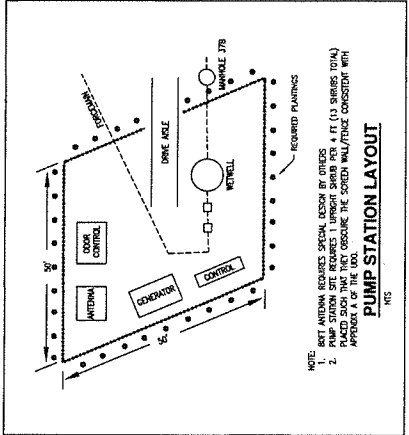
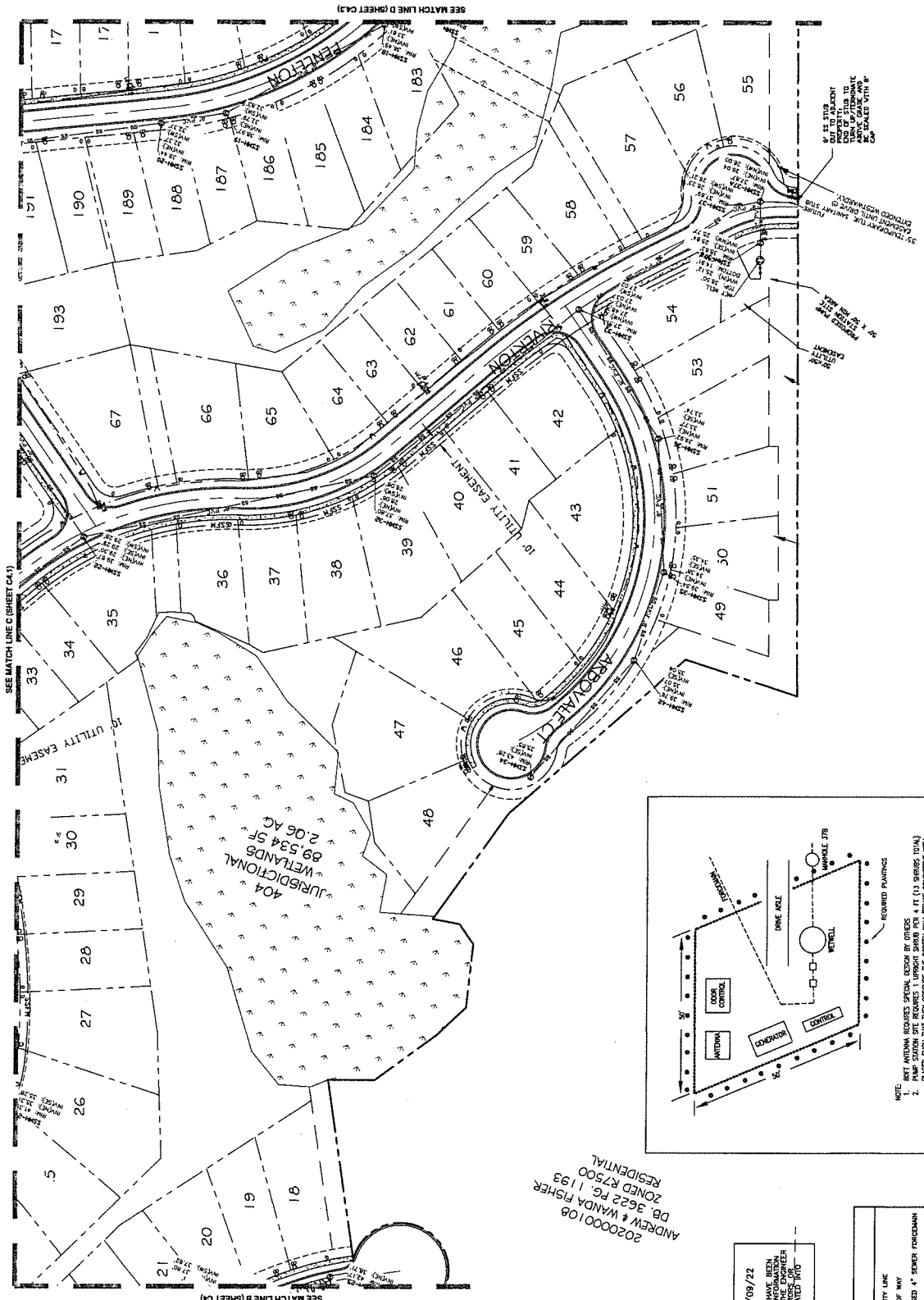
NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2601 BROWN GATE RD., SUITE 102
WILMINGTON, NC 28403
PHONE (910) 343-9653
FAX (910) 343-9653

OWNER:
JAS LAND DEVELOPMENT, LLC
1630 RIVER ROAD
WILMINGTON, NC 28412
719-499-1373

UTILITY - ASBUILT
BELLA POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA

SCALE: 1" = 50'

SYMBOL	DATE	DESCRIPTION	BY
REVISIONS			
2018 NORRIS & TUNSTALL			



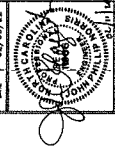
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LEGEND	
PROPERTY LINE	---
RIGHT OF WAY	---
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PROPOSED 4" SEWER FORCEMAIN	---
PROPOSED WATER MAIN	---
PROPOSED GRAVITY SEWER	---
PROPOSED STORMSEWER	---

2020000108
DB, 3622 PG. 1193
ZONED R7500
ANDREW & WANDA FISHER
RESIDENTIAL

SCALE: 1" = 50'

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DATE	02/09/22
DESIGNER	JEN
CHECKED	125
PROJECT NO.	19010

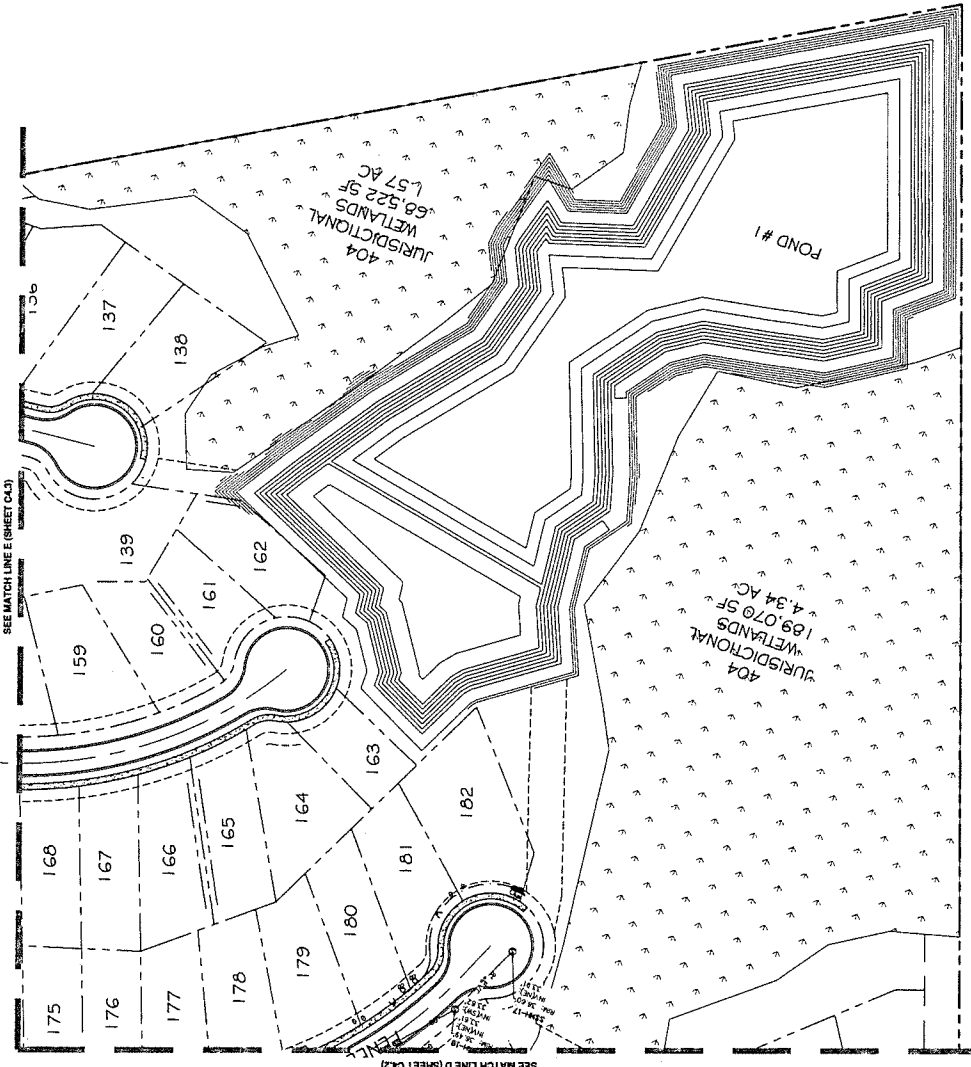
NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (919) 43-4633
FAX (919) 43-4633

OWNER:
JAS LAND DEVELOPMENT, LLC
1630 MYLER ROAD
WILMINGTON, NC 28412
719-499-1373

UTILITY - ASBUILT
BELLA POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA

AS-BUILT DRAWING DATE: 02/09/22
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LEGEND	
---	PROPERTY LINE
---	RIGHT OF WAY
---	PROPOSED 4" STORM FORCEMAIN
---	PROPOSED WATER MAIN
---	PROPOSED GRANTY SOWER
---	PROPOSED LP SPM
---	PROPOSED STORMMAN



SYMBOL	DATE	DESCRIPTION
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SYMBOL	DATE	DESCRIPTION	BY
REVISED			
BY			

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PLAN & PROFILE - ASBUILT

BELLA POINT

SUNSET HARBOR RD.

BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
JAS LAND DEVELOPMENT, LLC
1600 RIVER ROAD
WILMINGTON, NC 28412
719-499-1373

CONSULTING ENGINEERS P.C.

NORRIS & TUNSTALL

3609 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE: 919-343-9653

DATE: 02/09/22

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AS-BUILT DRAWING DATE: 02/09/22

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DATE: 02/09/22

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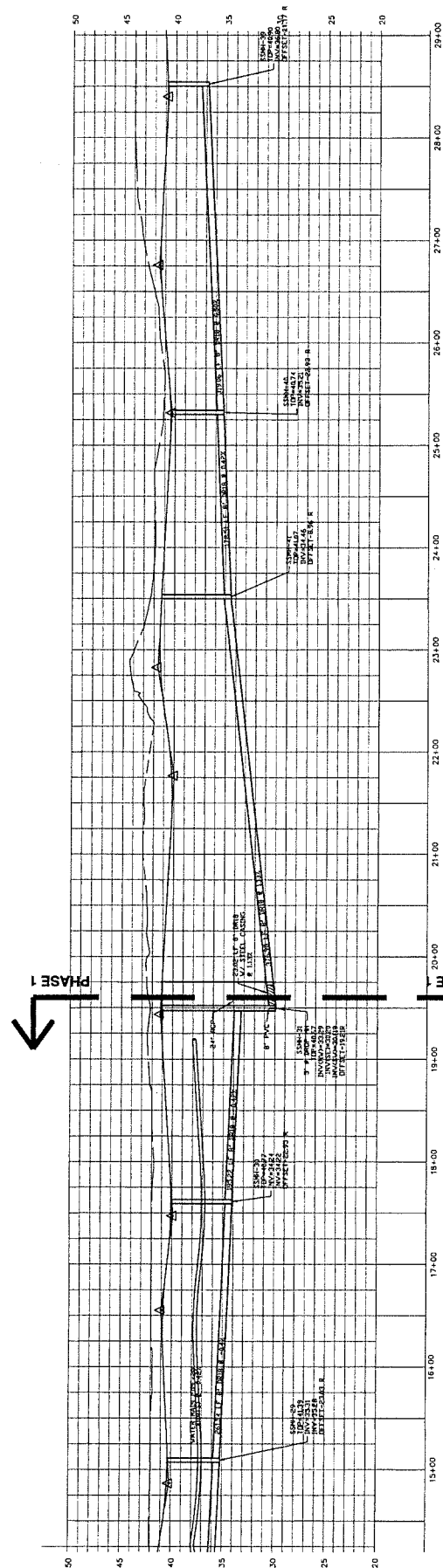
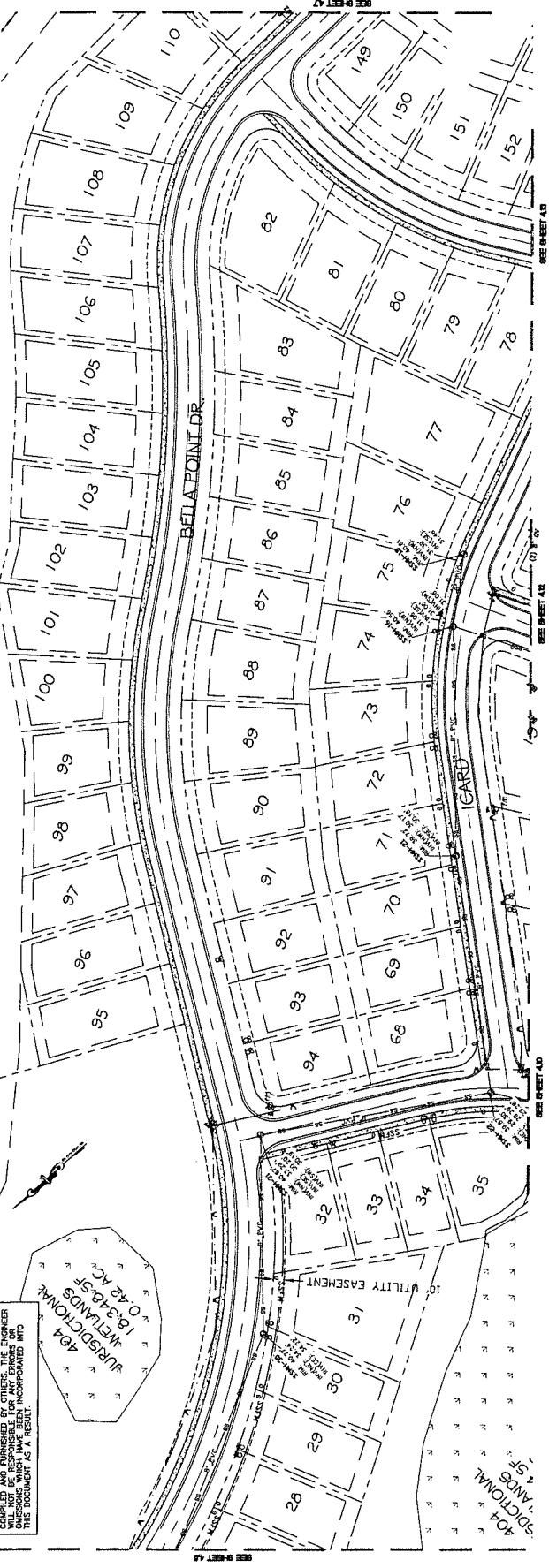
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 OF INFORMATION PROVIDED BY THE CLIENT.



SCALES:
 1" = 50' HOR.
 1" = 5' VERT.

SCALE: 1" = 50'

OWNER:
 J&S LAND DEVELOPMENT, LLC
 8600 ALDER ROAD
 WILMINGTON, NC 28412
 719-499-1373

CONSULTING ENGINEERS P.C.:
 NORRIS & TUNSTALL
 2600 MONROE DRIVE, SUITE 102
 WILMINGTON, NC 28412
 PHONE: 910-343-9633
 FAX: 910-343-9634

BRUNSWICK COUNTY, NORTH CAROLINA
 SUNSET HARBOR RD.
 BELLA POINT
 PLAN & PROFILE - AS-BUILT

19010
 DATE: 02/08/22
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DESIGNED BY: [Signature]

PR4.6

SCALE: 1" = 50'



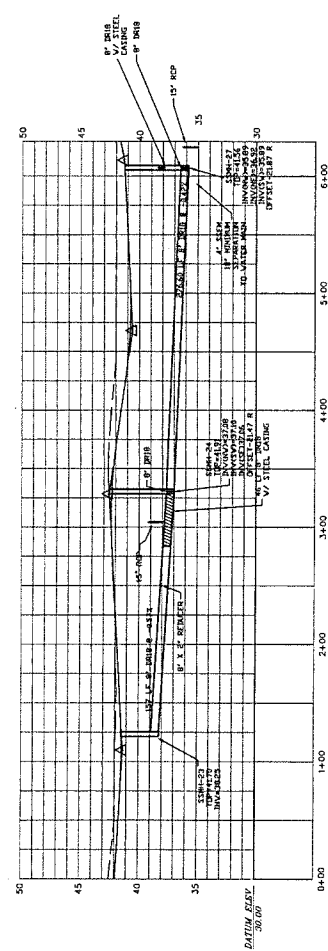
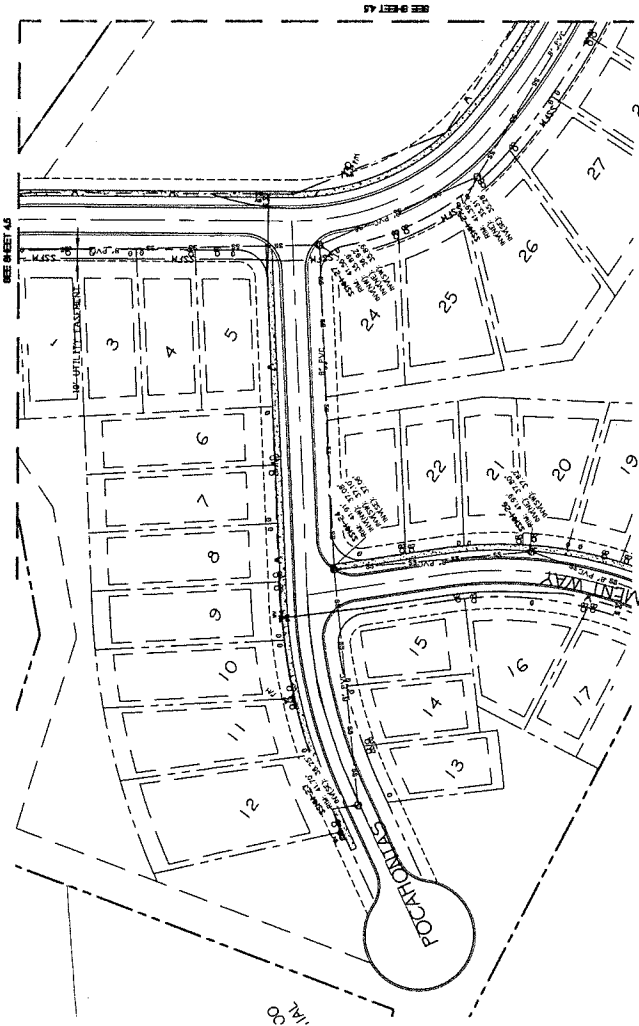
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TIME	
LOCATION	
NO.	
CL	JPN
DO	JPN
MARK	TJS
19010	
LAWRENCE INC. JPN1	

NORRIS & TUNSTALL
—CONSULTING ENGINEERS P.C.—
2602 BRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 345-9653
1429 ASH-LITTLE RIVER RD. NW
ASH, NC 28420
PHONE (910) 287-5900

8600 RIVER ROAD
WILMINGTON, NC 28412
719-499-1373

BRUNSWICK COUNTY, NORTH CAROLINA
SUNSET HARBOR RD.
BELLTA POINT

2018 MORRIS & TUNSTALL			
REVISIONS			
SYMBOL	DATE	DESCRIPTION	BY

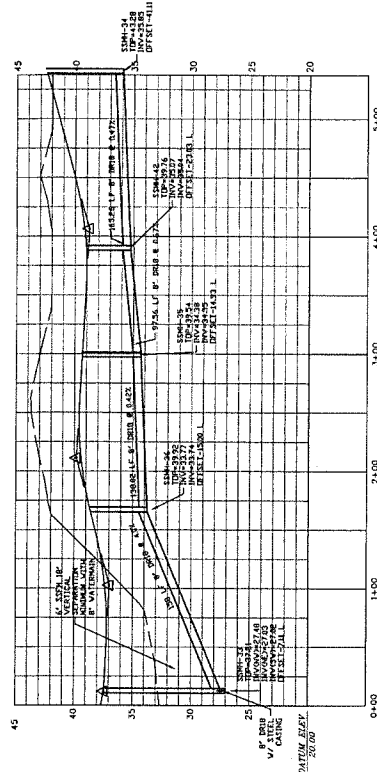
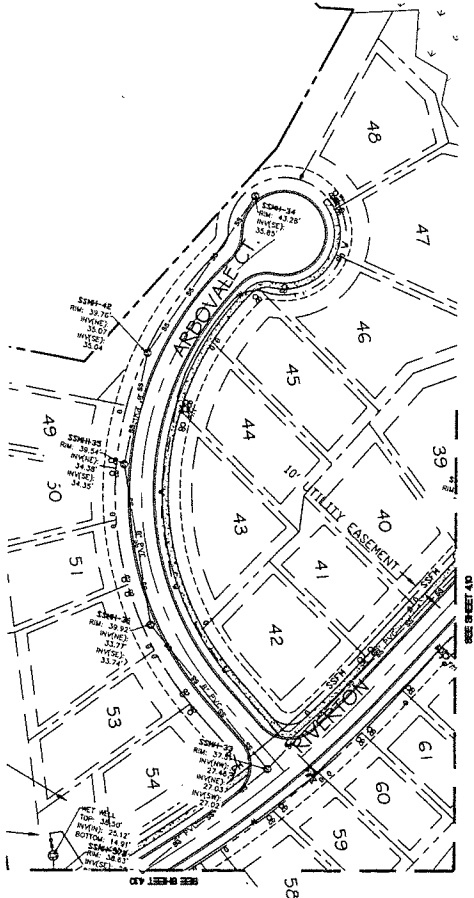
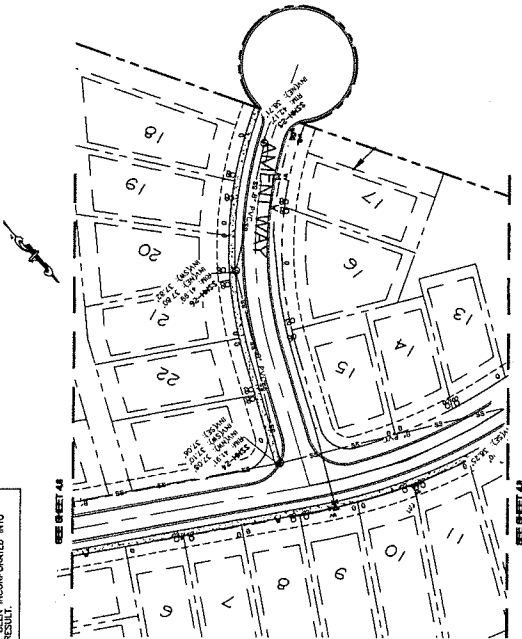


SCALES:
1" = 50' HOR.
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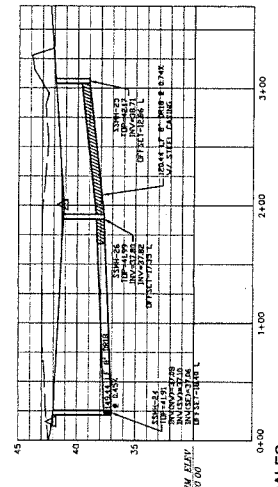
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AS-BUILT DRAWING DATE: 02/09/22

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 THIS DOCUMENT AS A RESULT.



SCALES:
 1" = 50' HOR.
 1" = 5' VERT.



SCALES:
 1" = 50' HOR.
 1" = 5' VERT.

SCALE: 1" = 50'

PR4.9



19010
 DATE 02/09/22
 JPM
 JLS

NORRIS & TUNSTALL
 CONSULTING ENGINEERS P.C.
 2602 BROWN CANYON RD., SUITE 100
 WILMINGTON, NC 28412
 4341 N. NC 2820
 PHONE (910) 343-9533

OWNER:
 JAS LAND DEVELOPMENT, LLC
 6630 RIVER ROAD
 WILMINGTON, NC 28412
 719-499-1373

PLAN & PROFILE - ASBUILT
 BELLA POINT
 SUNSET HARBOR RD.
 BRUNSWICK COUNTY, NORTH CAROLINA

SYMBOL	DATE	DESCRIPTION	BY

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SCALE: 1" = 50'



03/09/77

JPN JPJ

19010

Lineage #C-X41

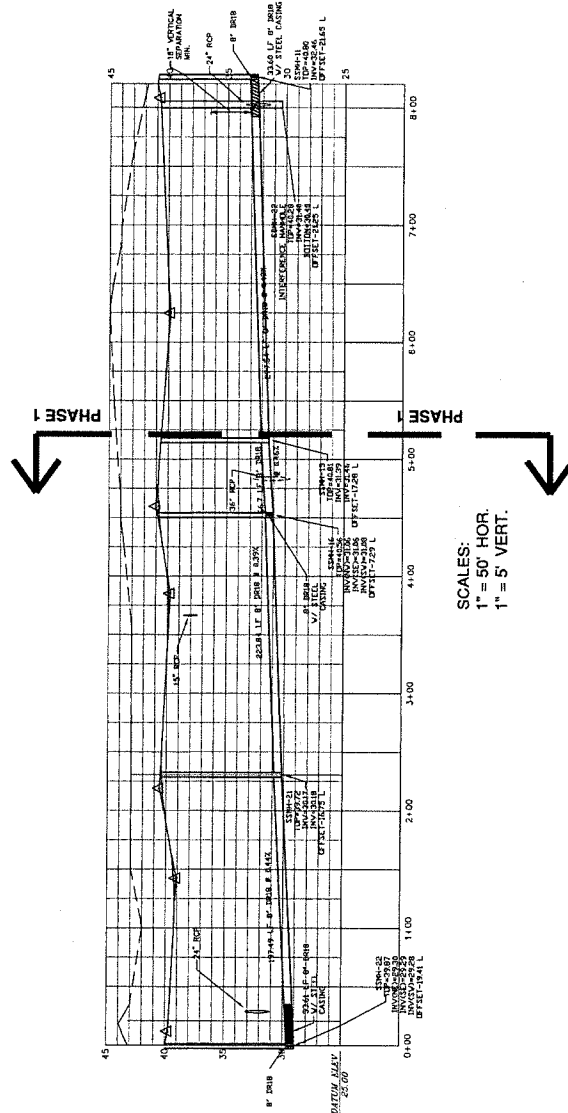
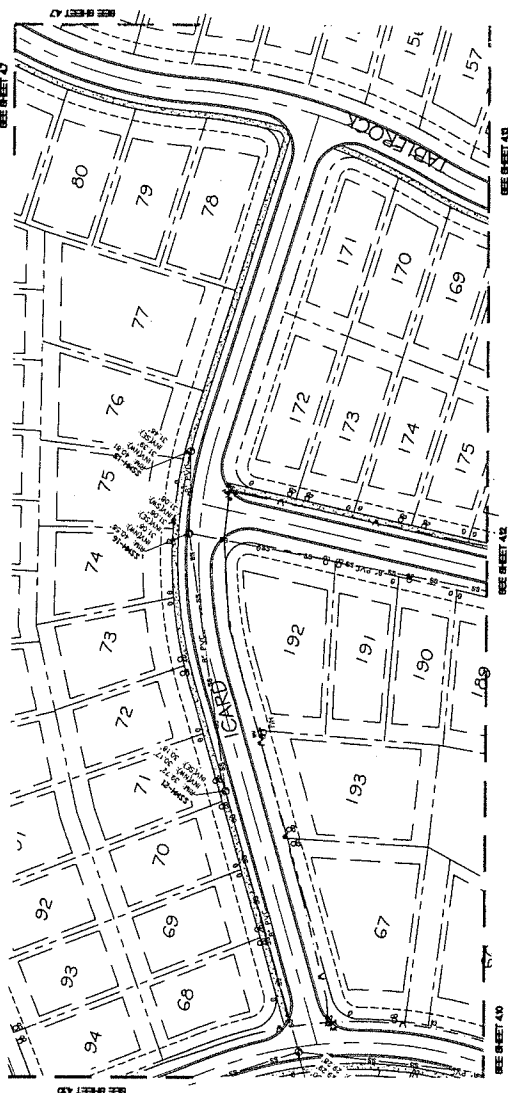
NORRIS & TUNSTALL — CONSULTING ENGINEERS P.C. —
2602 IRON GATE DR., SUITE 102 1429 ASH-LITTLE RIVER RD., NW
WILMINGTON, NC 28412 ASH, NC 28420
PHONE (919) 345-9653 PHONE (919) 287-5300

OWNER:
J&S LAND DEVELOPMENT
8630 RIVER ROAD
WILMINGTON, NC 28412
719-499-1373

BELLA POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY,

PLAN & PROFILE - ASBOLI
BELLA POINT
SUNSET HARBOR RD.
BRUNSWICK COUNTY, NORTH CAROLINA

REVISIONS			
SYMBOL	DATE	DESCRIPTION	BY



AS-BUILT DRAWING DATE: 02/09/22

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Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

Action Item # V. - 5.

From:

Asst. County Attorney--Bryan Batton

County Attorney - Cameron Woods, Phase 4B, Lots 17-27 and 67-76 DOD

Issue/Action Requested:

Consider accepting the Deed of Dedication for water and sewer infrastructure for Cameron Woods, Phase 4B, Lots 17-27 and 67-76.

Background/Purpose of Request:

Lennar Carolinas, LLC has submitted a Deed of Dedication for water and sewer infrastructure in Cameron Woods, Phase 4B, Lots 17-27 and 67-76. 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

\$ 76,251.82 for water

\$ 63,835.14 for sewer

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Accept the Deed of Dedication for water and sewer infrastructure from Lennar Carolinas, LLC.

County Manager's Recommendation:

Recommend accepting the Deed of Dedication for water and sewer infrastructure for Cameron Woods, Phase 4B, Lots 17-27 and 67-76.

ATTACHMENTS:

Description

- ☐ Cameron Woods, Ph 4B, Lots 17-27 and 67-76 DOD

Prepared by: Kara J. Keith, a licensed North Carolina attorney, of Bellamy, Rutenberg,
Copeland, Epps, Gravely & Bowers, P.A.
1000 29th Avenue North, Myrtle Beach, SC 29577

THIS DEED OF DEDICATION, made and entered into this 1st day of FEBRUARY, 2022, by and between LENNAR CAROLINAS, LLC, a Delaware Limited Liability Company, with an office and place of business in Horry County, South Carolina, party of the first party, hereinafter referred to as "Developer", and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, party of the second part, hereinafter referred to as Grantee.

WHEREAS, Developer is the owner and developer of a tract or parcel of land located in Brunswick County, North Carolina, known as Cameron Woods; and

All of the sewer lines and water lines and equipment to serve Cameron Woods Phase 4B, lots #17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 67, 68, 69, 70, 71, 72, 73, 74, 75, & 76 as shown on the survey map or plat attached hereto as Exhibit "A".

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

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

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

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

Signature page to follow.

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

LENNAR CAROLINAS, LLC
A Delaware Limited Liability Company

By: [Signature]
Scott E. Withington, VP

Harry County, State of South Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Scott E. Withington

Date: February 1, 2022

My Commission Expires:

My Commission Expires
01-27-2026

Notary Public:

Print Name:

[Signature]
Lisa M Mackley

[Affix Notary Stamp or Seal below]

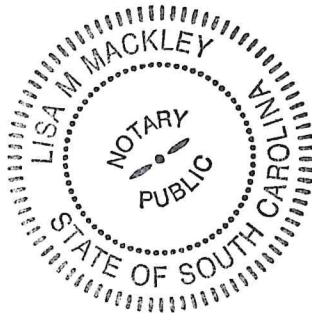
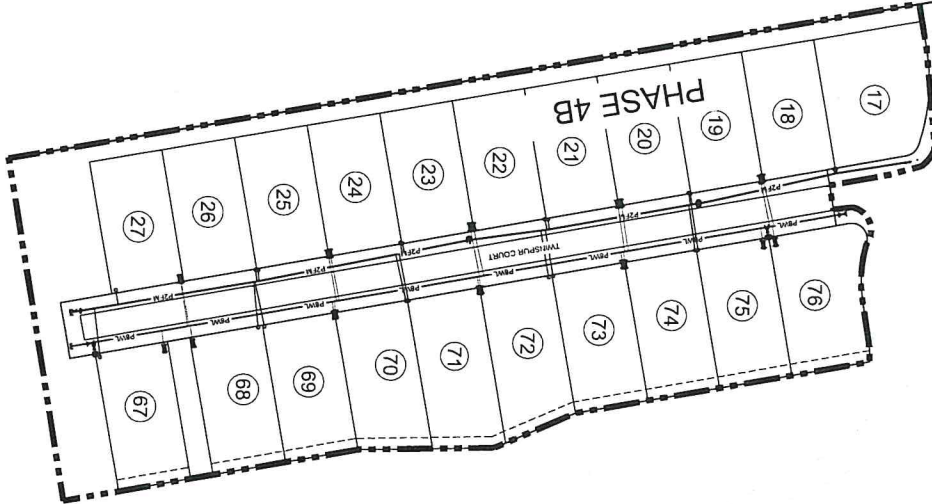


EXHIBIT “A”

< EXHIBIT A >



CAPE FEAR
ENGINEERING

1111 S. 11TH ST., SUITE 100
FAYETTEVILLE, NC 28404
TEL: 910.486.1111
FAX: 910.486.1112
WWW.CAPEFEARENGINEERING.COM

PROJECT # 427-04

DATE 12/07/07

DESIGNER

CHECKED

APPROVED

CAMERON WOODS
PHASE 4B

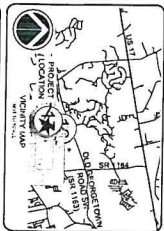
EXHIBIT
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427-04

SHEET NUMBER

FINAL WATER AND SEWER
AS-BUILT'S

SEE SHEET C001 FOR GENERAL NOTES,
ABBREVIATIONS, AND LEGEND



ACCEPTANCE OF DEED OF DEDICATION

This Deed of Dedication and accompanying Affidavit for Lennar Carolinas, LLC, 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

AFFIDAVIT

Signature page to follow.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer, this 1st day of February, 20 22.

LENNAR CAROLINAS, LLC
A Delaware Limited Liability Company

By: [Signature]
Scott E. Withington, VP

Horry County, State of South Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Scott E. Withington.

Date: February 1, 2022 My Commission Expires: 01-27-2026

Notary Public: [Signature]
Print Name: Lisa M Mackley

[Affix Notary Stamp or Seal below]

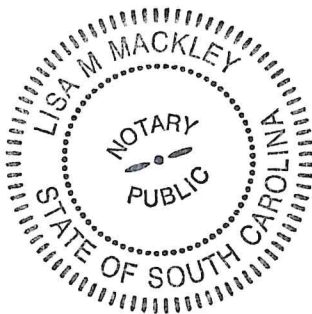
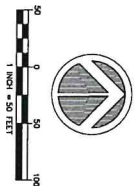
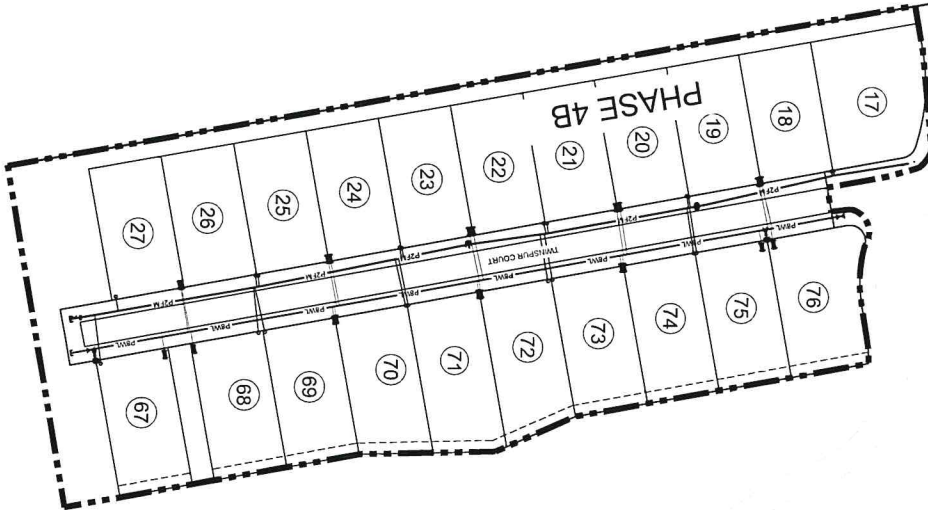
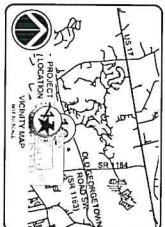


EXHIBIT “A”

EXHIBIT A



SEE SHEET C-1 FOR GENERAL NOTES,
ABBREVIATIONS, AND LEGEND



FINAL WATER AND SEWER
AS-BUILT'S

REV	DESCRIPTION	DATE
1	REVISIONS	

**CAPE FEAR
ENGINEERING**
131 FORTNIGHT SQUARE, SUITE 100, WILMINGTON, NC 28401
TEL: 910.343.1111 FAX: 910.343.1112
WWW.CAPEFEARENGINEERING.COM

PROJECT	427-04
DATE	04/20/2011
SCALE	AS SHOWN
BY	DESIGN

CAMERON WOODS
PHASE 4B

EXHIBIT
A

PROJECT NUMBER
427-04

SHEET NUMBER



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

Action Item # V. - 6.

From:

Asst. County Attorney--Bryan Batton

County Attorney - Cameron Woods, Ph 6B, Sec. 2 Deed Of
Dedication

Issue/Action Requested:

Consider accepting the Deed of Dedication for water and sewer infrastructure for Cameron Woods, Ph 6B, Sec. 2

Background/Purpose of Request:

Lennar Carolinas, LLC has submitted a Deed of Dedication for water and sewer infrastructure in Cameron Woods, Phase 6B, Section 2. The lines have been tested and approved and are ready to be incorporated into our utility system.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

\$ 59,374.00 for water

\$ 48,004.00 for sewer

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Accept the Deed of Dedication for water and sewer infrastructure from Lennar Carolinas, LLC.

County Manager's Recommendation:

Recommend accepting the Deed of Dedication for water and sewer infrastructure for Cameron Woods, Ph 6B, Sec. 2

ATTACHMENTS:

Description

- ☐ Cameron Woods, Ph 6B, Sec. 2 DOD

Prepared by: Kara J. Keith, a licensed North Carolina attorney, of Bellamy, Rutenberg,
Copeland, Epps, Gravely & Bowers, P.A.
1000 29th Avenue North, Myrtle Beach, SC 29577

THIS DEED OF DEDICATION, made and entered into this 1st day of FEBRUARY, 2022, by and between LENNAR CAROLINAS, LLC, a Delaware Limited Liability Company, with an office and place of business in Horry County, South Carolina, party of the first party, hereinafter referred to as "Developer", and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, party of the second part, hereinafter referred to as Grantee.

WHEREAS, Developer is the owner and developer of a tract or parcel of land located in Brunswick County, North Carolina, known as Cameron Woods; and

All of the sewer lines and water lines and equipment to serve Cameron Woods Phase 6B Section 2, lots #8a, 8b, 8c, 8d, 9a, 9b, 9c, 9d, 10a, 10b, 10c, 10d, 11a, 11b, 11c, 11d, 12a, 12b, 12c, & 12d as shown on the survey map or plat attached hereto as Exhibit "A".

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

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

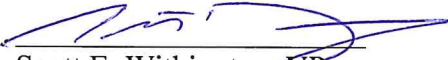
And Developer does hereby covenant that it is seized of said water and sewer lines and equipment described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons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

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

Signature page to follow.

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

LENNAR CAROLINAS, LLC
A Delaware Limited Liability Company

By: 
Scott E. Withington, VP

Horry County, State of South Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Scott E. Withington

Date: February 1, 2022

My Commission Expires:

My Commission Expires
01-27-2026

Notary Public:

Print Name:


Lisa M. Mackley

[Affix Notary Stamp or Seal below]

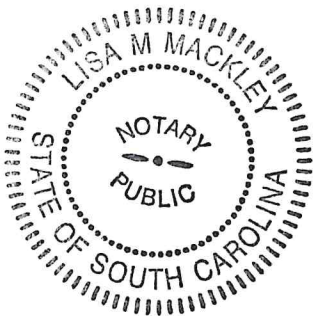
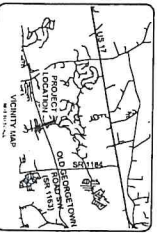
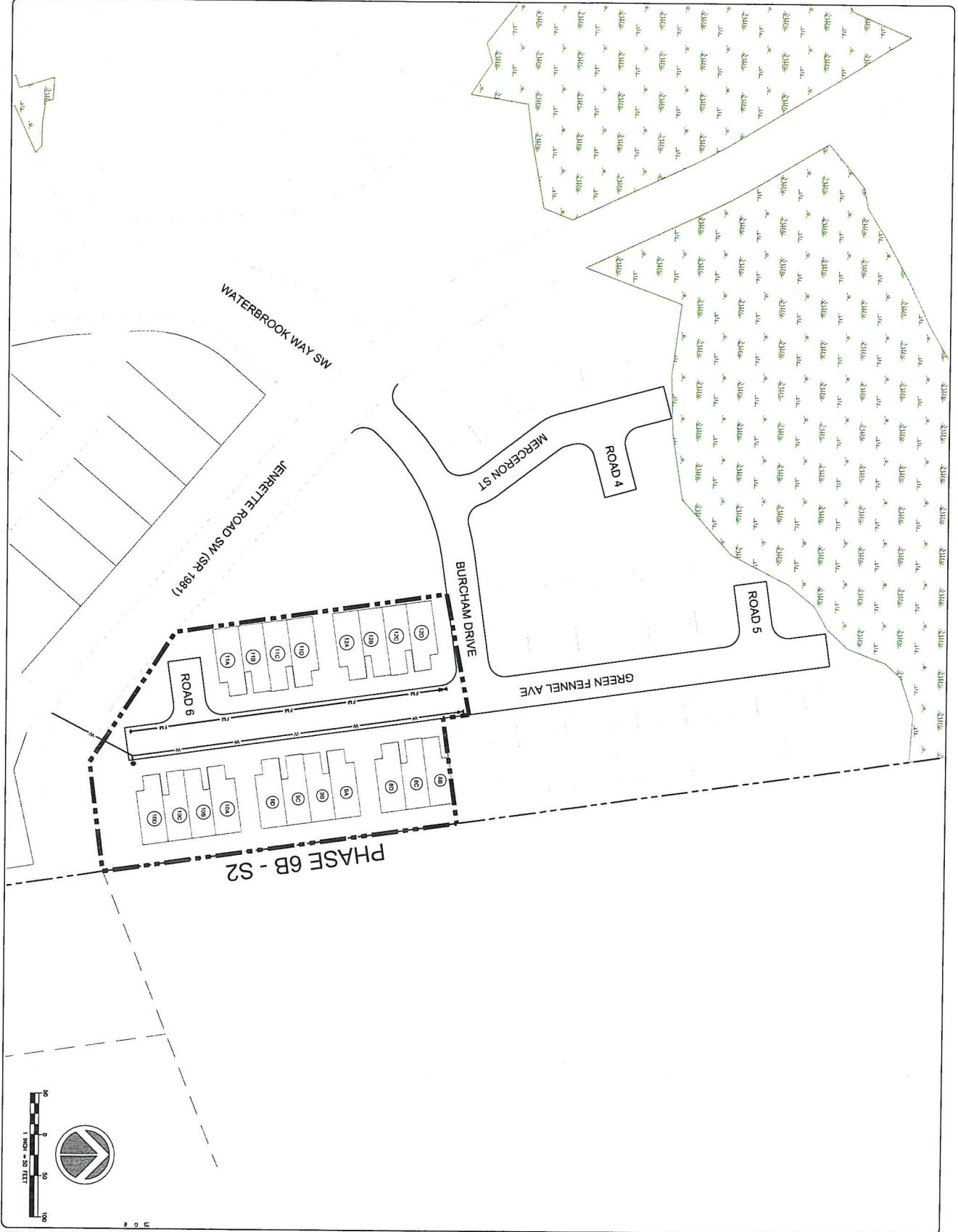


EXHIBIT “A”



LEGEND
 — SEWER
 - - - WATER

REV	DESCRIPTION	REVISED
1	REVISIONS	DATE

CAPE FEAR
 ENGINEERING
 151 PARKWAY SOUTH, SUITE 100
 WILMINGTON, NC 28401
 TEL: 910.343.8800
 FAX: 910.343.8801
 WWW.CAPEFEARENGINEERING.COM

PROJECT	DATE
427-068	01/2014
427-068	01/2014
427-068	01/2014

CAMERON WOODS
 PHASE 6B S2

EXHIBIT A

427-068 EX-A

ACCEPTANCE OF DEED OF DEDICATION

This Deed of Dedication and accompanying Affidavit for Lennar Carolinas, LLC, was accepted by the Brunswick County Board of Commissioners on the ____ day of _____, 20____.

Brunswick County Board of Commissioners

_____, Chairman

_____, Clerk to the Board

AFFIDAVIT

Signature page to follow.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer, this 1st day of February, 20 22.

LENNAR CAROLINAS, LLC
A Delaware Limited Liability Company

By: [Signature]
Scott E. Withington, VP

Horry County, State of South Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Scott E. Withington

Date: February 1, 2022

My Commission Expires: _____

My Commission Expires
01-27-2026

Notary Public: [Signature]
Print Name: Lisa M Mackley

[Affix Notary Stamp or Seal below]

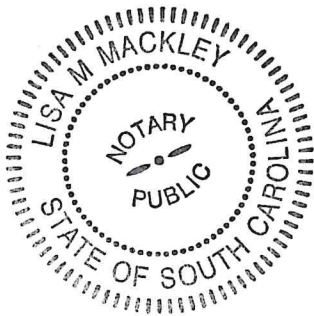
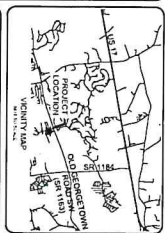


EXHIBIT “A”



LEGEND

— FW — SEWER

— W — WATER

NO.	DESCRIPTION	REVISED
1	REVISIONS	DATE

CAPE FEAR ENGINEERING

155 PINEHURST BLVD. SUITE 100, WILMINGTON, NC 28403
TEL: 910.343.1111 FAX: 910.343.1112
WWW.CAPEFEARENGINEERING.COM

PROJECT: CAMERON WOODS
DATE: 03/11/13
DRAWN BY: J. L. LEE

EXHIBIT A

PROJECT NUMBER: 427-06B

SHEET NUMBER: EX-A



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

Action Item # V. - 7.

From: Emergency Services-Lyle Johnston
Emergency Services-Oak Island Water Rescue Agreement

Issue/Action Requested:

Request approval of the contract for \$9000.00 between Brunswick County and Oak Island Water Rescue.

Background/Purpose of Request:

This request is for approval of the annual contract and funding between Brunswick County and Oak Island Water Rescue. The total amount of funding that was approved in the FY21/22 budget is \$9000.00.

Fiscal Impact:

Reviewed By Director of Fiscal Operations
Funds Available in Budget

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend approval of the contract for \$9000.00 between Brunswick County and Oak Island Water Rescue.

ATTACHMENTS:

Description

- Oak Island Water Rescue Agreement

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AGREEMENT

THIS AGREEMENT is made and entered into the 1st day of July, 2021, by and between the **COUNTY OF BRUNSWICK**, a North Carolina body politic, 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, 2022. 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.

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.

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.

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.

COMPENSATION

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

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.

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.

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 agreements with COUNTY.

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.

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.

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.

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.

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 § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, 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
Brunswick County Commissioners

ATTEST:

Clerk to the Board

[SEAL]

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

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 _____ 2021.

Notary Public

My Commission Expires: _____

(SEAL)

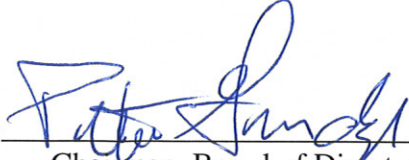
“This instrument has been preaudited in the manner required by the Local Government Budget & Fiscal Control Act.”

Aaron 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 its Chairman of the Board, by authority duly given by the Board of Directors of **OAK ISLAND WATER RESCUE TEAM**.

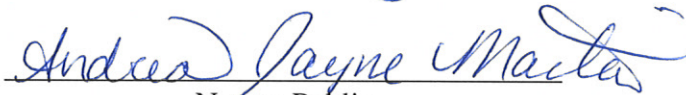
By: 
Chairman, Board of Directors

[SEAL]

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

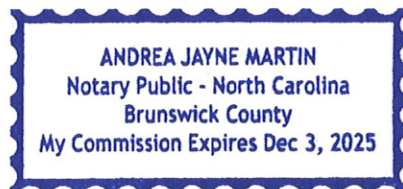
I, a Notary Public of the County and State aforesaid, certify that Peter Grendze personally came before me this day and acknowledged that he/she is the Chairman of the Board of Directors of OAK ISLAND WATER RESCUE TEAM, and that by authority duly given and to act as Chairman of the Board, the foregoing instrument was signed in its name by its Chairman.

WITNESS my hand and official seal, this 9th day of February 2021.


Notary Public

My Commission Expires: Dec. 3, 2025

(SEAL)



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
March 21, 2022

Action Item # V. - 8.

From:
Emergency Services-Lyle Johnston

Emergency Services-Town of Oak Island Lease Agreement

Issue/Action Requested:

Request approval for the agreement between Brunswick County and the Town of Oak Island Fire Department to house BCEMS M7 in Fire Station #3 on Vanessa Drive, subject to final approval of the form of the agreement by the County Attorney.

Background/Purpose of Request:

This agreement is requested to better position BCEMS M7 within the response district. The current location on Caswell Beach puts the unit close to the end of the island, thus decreasing the radius for response in each direction. This is a zero dollar agreement and will better position this vehicle for emergency response.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend approval for the agreement between Brunswick County and the Town of Oak Island Fire Department to house BCEMS M7 in Fire Station #3 on Vanessa Drive.

ATTACHMENTS:

Description

- ▣ Medic 7 Lease Agreement with Oak Island Fire Dept.

NORTH CAROLINA

LEASE AGREEMENT

BRUNSWICK COUNTY

THIS LEASE AGREEMENT (hereinafter referred to as the “Lease”) is made and entered into by and between the Town of Oak Island (hereinafter referred to as “Landlord”) and Brunswick County, a body politic and corporate of the State of North Carolina (hereinafter referred to as “County” or “Tenant”).

WITNESSETH:

1. LEASED PREMISES. On the terms and conditions hereinafter set forth, and in consideration of the mutual covenants and undertakings herein contained, the Landlord does hereby agree to lease to County and County does hereby agree to lease from Landlord the property and premises set forth on Exhibit “A” attached hereto (hereinafter referred to as the “Leased Premises”).

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

2. TERM OF LEASE. The initial term of this Lease begins on 03/21/2022 (the “Effective Date”) and continues in effect until 03/21/2023, unless earlier terminated pursuant to any of the terms and conditions contained herein. It is expressly agreed that this Lease shall automatically and without further action on the part of either party be extended from year to year unless one of the parties gives written notice to the other party at least sixty (60) days before the end of the then current term of its intention not to renew the Lease by delivering or mailing such notice to the other party at the address(es) below.

3. TERMINATION.

- a. **Without Cause.** County may terminate this Lease at any time without cause by giving sixty (60) calendar days written notice to Landlord.
- b. **For Cause.** County may terminate this Lease for cause by giving written notice of a breach to Landlord. Landlord 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 Lease. County may terminate this Lease immediately and without notice if Landlord 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 Landlord, or has a receiver or trustee appointed for substantially all of its property, or if Landlord allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

- c. **Fire or Casualty.** Notwithstanding the foregoing, if the Leased Premises is destroyed by fire or other casualty and rendered unfit for occupancy for ninety-six (96) consecutive hours, County may terminate this Lease immediately and without further obligation to Landlord.

4. **RENT.** County agrees to pay Landlord the sum of \$0.00 monthly during the term of this Lease. Payment shall be made to Landlord on or before the first day of each calendar month at the address set forth below or at such other address as Landlord may designate in writing. No security deposit shall be required.

5. **NONAPPROPRIATION.** If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Lease for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Landlord of the non-appropriation and this Lease will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Lease.

6. **USE OF PREMISES.** County shall not use the Leased Premises for any unlawful purpose. County shall not permit any noxious or offensive sights, odors or activities on or about the Leased Premises and shall not conduct or permit any nuisance thereon. County shall not permit the Leased Premises or any part thereof to be used in any manner, or anything to be done therein, or permit anything to be brought into or kept in the Leased Premises which in any way (i) causes structural injury to the building or any part thereof; (ii) interferes with the normal operations, heating, air conditioning, ventilation, plumbing or other mechanical or electrical systems of the building; (iii) constitutes a public or private nuisance; or (iv) alters the appearance of the exterior or interior of the building or any portion thereof other than as permitted herein.

7. **REPRESENTATIONS AND WARRANTIES.** Each party to this Lease represents and warrants that:

- a. It is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Lease;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Lease;
- d. It shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses, if any; and
- e. It shall not violate any agreement with any third party by entering into or performing the obligations under this Lease.

8. LANDLORD'S COVENANTS. Landlord covenants that it has fee simple title to the Leased Premises and that the Leased Premises is free of encumbrances and restrictions that would prohibit its use for the purposes hereunder.

9. INSURANCE.

- a. County shall procure and maintain in full force and effect at all times and at its sole cost and expense Workers' Compensation, Commercial General Liability, Commercial Automobile Liability and Professional Liability insurance and any additional insurance as may be required by Landlord with limits acceptable to Landlord. All insurance policies (with the exception of Worker's Compensation and Professional Liability) shall be endorsed, specifically or generally, to include Landlord as an additional insured and as a certificate holder. County 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 Landlord. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. County shall have no right of recovery or subrogation against Landlord (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.
- b. County shall insure, at its own expense, the assets, possessions and furnishings contained within the Leased Premises and make available to Landlord copies of said insurance on an annual basis.
- c. Landlord shall maintain fire and casualty insurance on the Leased Premises including extended coverage, vandalism and malicious mischief and make available to County copies of said insurance on an annual basis.

10. INDEMNIFICATION. To the extent allowed by law, County does hereby covenant and agree to indemnify and hold harmless Landlord from and against any and all claims for injury or damage to persons or property or for the loss of life or of property occurring upon, in or about the Leased Premises, the public portion of the building and the public portions of the parking lot.

11. REPAIRS AND MAINTENANCE.

- a. County shall maintain and deliver at the end of the Lease term the Leased Premises, including the building and furnishings, in such good repair and condition (except for ordinary wear and tear or damage caused by casualty) as the Leased Premises was in at the beginning of the County's occupancy of the Leased Premises. All damage or injury to the Leased Premises and its fixtures, glass appurtenances, and equipment caused by County moving property in or out of the building or by installation or explosion, short circuits, flow or leakage

of water, steam, sewer or by frost or by bursting by leaking of pipes or plumbing, or from another cause of any other kind or nature whatsoever, due to carelessness, omission, neglect, improper conduct, or other cause of County, its servants, employees, agents, visitors, or licensees, shall be repaired, restored, or replaced promptly by County to the reasonable satisfaction of Landlord at County's sole cost and expense except to the extent that such cost and expense is covered by insurance proceeds recovered by Landlord. All of said repairs and any restorations or replacements required in connection therewith shall be of quality and class at least equal to the original work or installations and shall be done in a good and workmanlike manner.

- b. Landlord shall be responsible for routine maintenance of grounds and shrubbery, including cutting of grass, trimming of trees and snow or ice removal.
- c. Landlord shall be responsible for all structural maintenance and repairs, including: the exterior roof and walls of the Leased Premises; HVAC maintenance and repair; and electrical and plumbing maintenance on the current structure. Maintenance shall include, but is not limited to, furnishing and replacing electrical light fixture ballasts, air conditioning and ventilation equipment filters, if applicable, and broken glass. In the event Landlord fails, refuses or neglects to correct any condition following written notice by County, or in the event of an emergency constituting a hazard to the health or safety of any individual or property, County shall have the right, but not the obligation, in addition to any other remedy County may have, to make such repair at its own cost and expense and deduct the amount thereof from any rent due or to become due.
- d. Landlord shall provide cleaning and janitorial services, including periodic floor cleaning.

12. COUNTY'S RIGHT TO ALTER AND IMPROVE; SIGNAGE.

- a. County shall make no structural or interior alterations to the Leased Premises or upon the grounds of the Leased Premises or place any signage or advertisements upon the Leased Premises or grounds without the prior written consent of Landlord.
- b. County shall give advance written notice to Landlord of the proposed alterations or signage and describe the same or submit drawings or sketches of the proposed work in sufficient detail that such drawings or sketches can be easily understood by Landlord.
- c. Landlord shall have sixty (60) days within which to object to the alterations and attempt to reach a mutual agreement with County concerning the extent and type of alterations proposed. If Landlord does not object to such alterations

within the sixty (60) day period, County may proceed with the alterations upon issuance of the appropriate building and zoning permits. If Landlord objects to such alterations or improvements, its decision is binding.

- d. Any alteration, addition or improvement made by County after consent has been given and any fixtures permanently installed as a part thereof in such manner that removal would damage the Leased Premises shall, at Landlord's option, become the property of Landlord upon expiration or sooner termination of this Lease. County shall have no duty to remove any improvement or fixture placed by it on the Leased Premises or to restore any portion of the Leased Premises altered by it. In the event County elects to remove any improvements or fixtures and such removal causes damage or injury to the Leased Premises, County will repair that portion of the Leased Premises at its sole cost and expense.

13. UTILITIES. All applications and connections for necessary utility services on the Leased Premises shall be made in the name of County. County agrees that it shall pay all charges for utilities including, but not limited to, electricity, water, sewer, gas, heating, air conditioning, telephone, internet and any other utility expenses as may be used by County during the term of this Lease.

14. LANDLORD'S RIGHT OF ACCESS. Landlord and its representatives may enter the Leased Premises at any reasonable time to inspect the Leased Premises to ensure it is being maintained in good working order, that County is in compliance with the provisions of this Lease and for performing any work required by the terms of this Lease.

15. QUIET ENJOYMENT. Except for Landlord's right of access as set forth herein, so long as County pays all rental amounts when due and has not breached any of its obligations hereunder, County shall peacefully hold and quietly enjoy the Leased Premises without interruption by Landlord or any other person, firm or entity.

16. PARKING. County agrees that parking is limited to the Leased Premises parking areas unless prior approval is granted by Landlord.

17. ACCEPTANCE OF PREMISES BY COUNTY. Landlord has made no representations with respect to the building, the land upon which it is erected or the Leased Premises except as expressly set forth in the provisions of this Lease. County acknowledges that it has examined the Leased Premises and accepts it in its present condition.

18. ASSIGNMENT AND SUBLETTING. County shall not assign, mortgage, pledge or otherwise encumber its interests in this Lease or the Leased Premises, nor sublet, nor permit the property or any part thereof to be used or occupied by others, except as provided herein or as specifically approved by Landlord.

19. SUBORDINATION OF LEASEHOLD INTEREST. This Lease shall be subject at all times to all existing mortgages or deeds of trust encumbering the Leased Premises and to all modifications, extensions or consolidations thereof.

20. **TAXES.** Landlord shall be responsible for all *ad valorem* property taxes on the land and Leased Premises, if any, and County shall be responsible for all *ad valorem* taxes on any personal property, equipment, furnishings and contents located on the Leased Premises.

21. **DEFAULT.** If County shall fail to pay any rental amount within fifteen (15) days after the same is due, or if Tenant shall fail to pay any other sums or perform any other obligations, duties or responsibilities for which it is liable hereunder after being given fifteen (15) days written notice of such failure, or if the Leased Premises is deserted or vacated by County, then in any of said events Landlord may (a) terminate this Lease and/or (b) take any other legal action or pursue any other remedy against County or against any guarantors of this Lease. In the event of such default, the Landlord may, at its option, relet the Leased Premises, or any part thereof, and County shall pay Landlord the difference between the rent hereby reserved and agreed to be paid by County for the portion of the term remaining at the time of reentry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term.

22. **SURRENDER OF POSSESSION.** Upon expiration or termination of this Lease or any extension thereof, County shall surrender the Leased Premises to Landlord in as good a condition as the same was at the beginning of the Lease term, reasonable wear and tear excepted. Any holdover by County shall be construed to be a tenancy from month to month and shall otherwise be on the terms and conditions herein specified. Landlord may elect to remove County at the end of any month upon seven (7) days written notice, provided no new lease agreement has been entered into in writing by the parties.

23. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** Landlord 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.

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

25. **NOTICES.**

- a. **Delivery of Notices.** Any notice required or permitted to be given in connection with this Lease shall be in writing and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **Effective Date of Notices.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

- c. **Notice Address.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Lease shall be sent to:

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

TO LANDLORD: Town Manager
Town of Oak Island
4601 East Oak Island Drive
Oak Island, NC 28465

26. **GOVERNING LAW AND VENUE.** This Lease 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 Lease 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.

27. **DISPUTE RESOLUTION.** Should a dispute arise as to the terms of this Lease, 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.

28. **GOVERNMENTAL IMMUNITY.** County, to the extent applicable, does not waive its governmental immunity by entering into this Lease and fully retains all immunities and defenses provided by law with regard to any action based on this Lease.

29. **NON-WAIVER.** Failure by either party at any time to require the strict performance of any of the provisions of this Lease shall in no way affect said party's right hereunder to enforce the same, nor shall any waiver by a party of any breach be held to be a waiver of any succeeding breach or a waiver.

30. **ENTIRE AGREEMENT.** This Lease 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 Lease supersedes all prior agreements, negotiations, representations and proposals, written or oral.

31. **HEADINGS.** The headings in this Lease are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

32. **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Lease shall not affect the validity of the remaining portion of the Lease so long as the material purposes of this Lease can be determined and effectuated. If a provision of this Lease 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 Lease shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

33. SIGNATURES. This Lease, 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 Lease. This Lease 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 Lease by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

BRUNSWICK COUNTY

TOWN OF OAK ISLAND

By: _____

By: _____

Printed Name: Steven T. Stone

Printed Name: David Kelly

Title: County Manager

Title: Town Manager

Date: _____

Date: _____

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

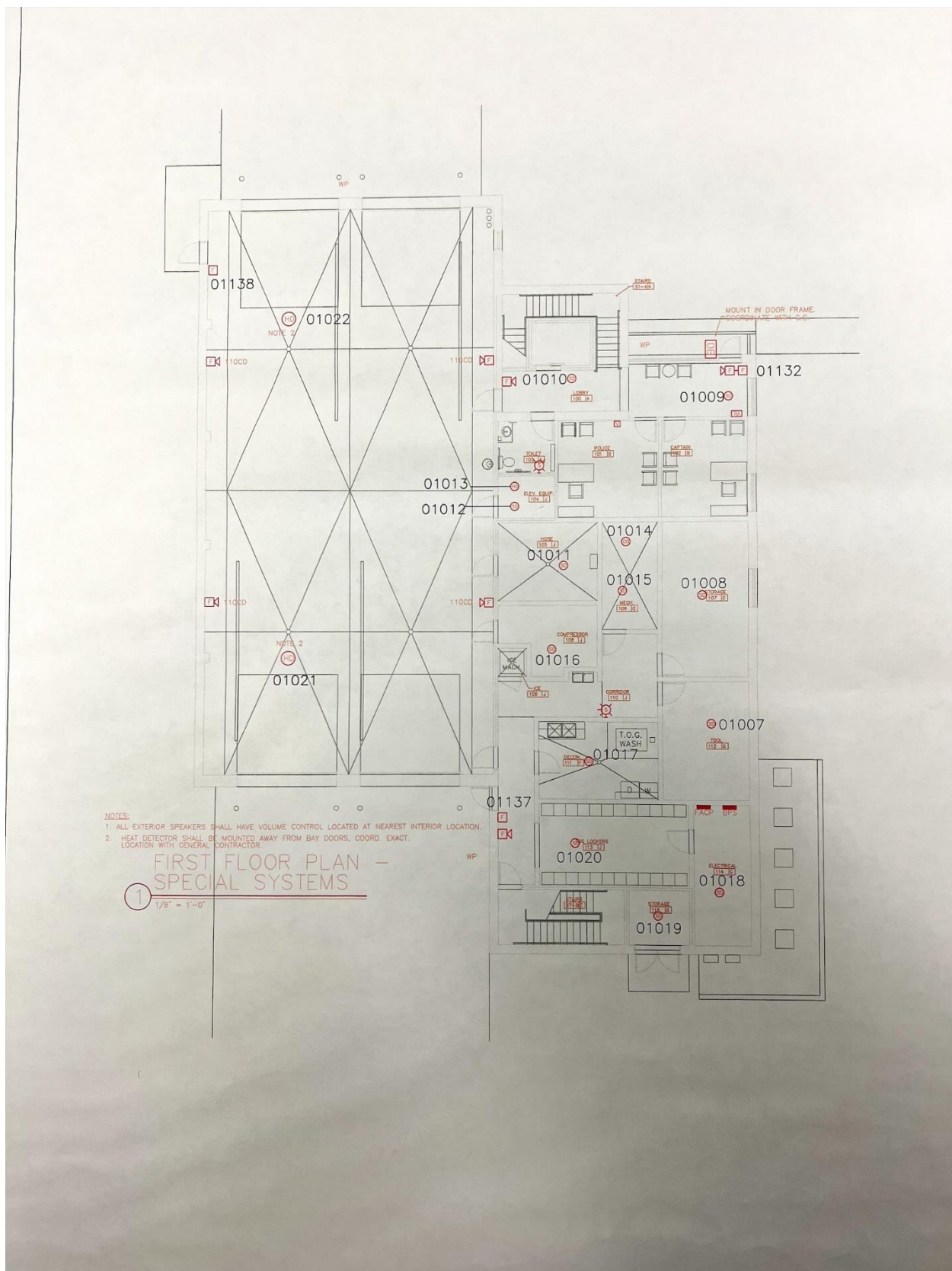
Aaron C. Smith, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

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

EXHIBIT “A”
DESCRIPTION OF LEASED PREMISES/FLOOR PLAN

The Town of Oak Island agrees to allow Brunswick County EMS to house an ambulance in the fire station located at 4151 Vanessa Drive, Oak Island, NC 28465. This Agreement will allow for the ambulance to be parked inside the location. Additionally, the Town of Oak Island agrees to designate an office space within the building for use by Brunswick County EMS. The designated office space is the area labeled “Police 101B” on the attached map. Brunswick County EMS will be responsible for the computer equipment and office furniture required to provide services from this location.





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

Action Item # V. - 9.

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.

-Airport Grant 36244.58.14.1 Grant Agreement, Budget Amendment, and Grant Ordinance

Request that the Board of Commissioners approve and authorize the Chairman to sign the NCDOT grant agreement for airport grant 36244.58.14.1 and appropriate \$3,500,000 of state capital and infrastructure fund revenue for airport grant 36244.58.14.1 for use at the Cape Fear Regional Jetport.

-Financial Reports for February 2022 (unaudited)

Included are Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All reports provided at:

<https://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

- ❑ 20220321 Budget Amendment Airport Grant 36244.58.14.1.pdf
- ❑ 20220321 CPO Airport Grants.pdf
- ❑ 20220321 Attach UNSIGNED SCIF GA_SUT_36244.58.14.1.pdf
- ❑ February Monthly Financial Statements.pdf

Request Info	
Type	Budget Amendment
Description	36244.58.14.1 Airport Grant
Justification	Board Meeting 03/21/2022-Appropriate \$3,500,000 of state capital and infrastructure fund revenue for airport grant 36244.58.14.1 for use at the Cape Fear Regional Jetport.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438157	332124	Airport Grants	SCIF Rev 36244.58.14.1	3500000	Increase	Credit
438157	449847	Airport Grants	36244.58.14.1 SCIF	3500000	Increase	Debit

Total	
Grand Total:	7000000

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

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

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

Airport Grant Project Fund:

Revenues:

36237.45.13.2	3,031,885
36237.45.14.1	449,252
36237.45.15.2	899,841
36237.45.16.1	21,508
36244.58.4.1	62,000
36237.45.10.2	513,265
36237.45.10.3	409,235
36237.45.10.1	150,000
36244.58.5.1	2,853,811
36237.45.11.1	288,401
36244.58.6.1	2,814,516
36237.45.10.4	172,359
36237.45.13.1	229,592
36244.58.7.1	85,000
36237.45.15.1	201,656
46333.1.1	111,000
46333.2.1	251,281
36244.58.8.3	448,107
36244.58.10.1	1,276,182
36244.58.10.2	2,000,000
36244.58.10.3	1,168,447
36244.58.10.4	277,446
36244.58.9.1	1,105,950
36244.58.11.1	309,454
36244.58.11.2	1,492,037
36244.58.8.2	225,000
36244.58.12.1	297,810
36237.45.17.1	127,892
36237.45.18.1	390,244
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
36244.58.14.1	3,500,000
Transfer from General Fund	1,173,568
Total Airport Grant Capital Project Fund Revenues	\$ 30,744,760

Expenditures:

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

36237.45.13.1	229,592
36244.58.7.1	85,000
36237.45.15.1	209,467
46333.1.1	111,000
46333.2.1	251,281
36244.58.8.3	459,932
36244.58.10.1	1,345,248
36244.58.10.2	2,000,000
36244.58.9.1	1,326,412
36244.58.10.3	1,298,277
36244.58.10.4	308,273
36244.58.11.1	309,455
36244.58.8.2	250,000
36244.58.11.2	1,657,818
36244.58.12.1	330,901
36237.45.17.1	142,103
36237.45.18.1	433,603
36237.45.18.3	151,000
46333.3.1	192,646
36244.58.12.2	500,000
36244.58.13.1	3,960,418
36244.58.14.1	3,500,000
Miscellaneous Expense	10,583
Land	-
Total Airport Grant Capital Project Fund Expenditures	30,744,760

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

Current Funds Appropriated	\$	1,173,568
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Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$	1,173,568
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the March 21, 2022 meeting of the Brunswick County Board of Commissioners.

GRANT AGREEMENT

STATE CAPITAL AND INFRASTRUCTURE FUND
(SCIF) GRANT AGREEMENT
BETWEEN

AIRPORT: **CAPE FEAR**
REGIONAL
JETPORT

THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA

AND

PROJECT/WBS NO: **36244.58.14.1**

BRUNSWICK COUNTY

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as “Department”) and **BRUNSWICK COUNTY**, the public agency owning the **CAPE FEAR REGIONAL JETPORT** (hereinafter referred to as “Sponsor”).

This agreement shall be effective on _____ and shall terminate on **JUNE 30, 2024**, with the option to extend, if mutually agreed upon, through a written modification.

WITNESSETH

WHEREAS the Sponsor is authorized by this agreement to use funds for capital improvements at the **CAPE FEAR REGIONAL JETPORT** as referenced in the Current Operations Appropriations Act, Session Law (SL) 2021-180, amended by SL 2021-189 and listed in the Joint Conference Committee Report on the Current Operations Appropriations Act of 2021 for Senate Bill 105.

WHEREAS the Sponsor has been notified of available funds by the Department and has provided the required documentation as described in this agreement to the Department; and

WHEREAS a grant in the amount of **\$3,500,000** of State Capital and Infrastructure Funds will be provided to the Sponsor according to the payout schedule, conditions, and limitations herein; and

WHEREAS, pursuant to NC GS 63-68 (2), the Department may, in its discretion, conduct safety projects or programs to improve the safety and planning of the air transportation system.

NOW THEREFORE, the Sponsor and the Department do mutually hereby agree as follows:

- 1) The Sponsor agrees to use the funds toward the capital improvement project(s) as submitted on the Proposed Project(s) List (AV-106) form in the amount(s) recorded. The Sponsor may revise this form but must keep the AV-106AV-106 updated and current in the Department’s Enterprise Business System (EBS).

- 2) The Sponsor acknowledges it will provide the following documentation prior to issuance of any funds into the Department's online Enterprise Business System (EBS):
 - (a) Proposed Project(s) List (AV 106) – Attachment 1
 - (b) Sponsor's adopted policy addressing conflicts of interest – Attachment 2
 - (c) Sworn Statement of no overdue tax debts – Attachment 3
- 3) Work performed under this Agreement shall conform to the approved project(s) listed and described on the latest AV-106 loaded and approved in the Department's EBS.
- 4) The Sponsor agrees to comply and assures the compliance by each of its third-party contractors and subrecipients at any tier, with the provisions of GS § 143-59.2, "Certain vendors prohibited from contracting with State." GS § 133-32 and Executive Order 024 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. This prohibition covers those vendors and contractors who:
 - a) have a contract with a governmental agency; or
 - b) have performed under such a contract within the past year; or
 - c) anticipate bidding on such a contract in the future.
- 5) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the request for and the Sponsor's approval of the Agreement.
- 6) Pursuant to GS 143C-6-8, the Sponsor understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the Department will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.
- 7) The Sponsor agrees, as a Federally obligated airport, to adhere to all federal laws and requirements that apply to the project(s) identified in the AV-106. This includes, but is not limited to, planning, environmental, FAA justification, and civil rights requirements. Sponsor acknowledges its responsibility to ascertain all applicable federal laws and requirements and ensure Sponsor's compliance therewith.
- 8) Sponsor agrees to adhere to state and local laws and requirements that apply to the project(s) identified in the AV-106. Sponsor acknowledges its responsibility to ascertain all applicable state and local laws and requirements and ensure Sponsor's compliance therewith.
- 9) The applicable federal, state and local laws to which Sponsor will adhere, include, but are not limited to, all statutory provisions outlined in GS 143C-6-22, Use of State funds by non-State entities, GS 143C-6-23, State grant funds: administration; oversight and reporting requirements, 9 NC Administrative Code Subchapter 3M and the requirements found in SL 2021-180, Section 5.2; 5.3; and 40.8 as amended by SL 2021-189 .

- 10) The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Division's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.
- 11) The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public per GS 63-65.
- 12) The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.
- 13) The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.
- 14) The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.
- 15) Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.
- 16) Insofar as it is within its power and reasonable, the Sponsor shall restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.
- 17) Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Division.
- 18) This Agreement may not be assigned without the written consent of Department. Sponsor acknowledges and agrees that in the circumstances involving assignment and subcontractors, neither Sponsor nor any subrecipient is relieved of any of the duties and responsibilities of this Agreement. Sponsor further acknowledges and agrees that it will ensure that any subrecipient agrees to abide by the standards contained in 09 NCAC Subchapter 3M and to provide information in its possession that is needed by the recipient to comply with those standards.

- 19) Any amendments to or modification of the terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Department.

1. DEPARTMENT'S DUTIES & PAYMENT PROVISIONS:

The Department shall ensure that funds allocated and disbursed pursuant to Session Law 2021-180, as amended by SL 2021-189, comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The Department is subject to the following requirements:

- a. Upon execution of this agreement and the Sponsor's submission of documents identified in this contract, the Department intends to pay the RECIPIENT as follows:
 - i. 50% of total amount, which is **\$1,750,000** by February 26, 2022, or with the first claim after execution of the grant agreement.
 - ii. The remaining 50%, which is **\$1,750,000** by June 30, 2022.
- b. Develop a quarterly financial and performance reporting document that shall incorporate the requirements of 9 NCAC Subchapter 3M.0205 and require the Sponsor to:
 - i. Provide an accounting for funds received, interest earned, funds expended.
 - ii. Provide activities, accomplishments and performance measures.
 - iii. Provide a list of employees and the amount of State funds used for each employee's annual salary.
 - iv. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
- c. Provide a secure method for submitting financial and performance reports.
- d. Conduct financial and performance monitoring until the contract is completed.
- e. Per 9 NCAC Subchapter 3M.0205, Sponsors that receive over \$500,000, shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. Audits must be provided no later than nine months after the grantees fiscal year end. This audit is required with the annual report.
- f. Extend the term of this contract, if necessary, as funds will not revert until expended or the particular project has been completed for SCIF Grants.

2. FUNDS MANAGEMENT:

The Sponsor agrees that funds paid through this grant agreement shall be subject to the following:

- a. Accounted for in a separate fund and accounting structure within the Sponsor's central accounting and / or grant management system. This shall include accounting for interest earned on these funds and proof that any interest was expended on a project identified on the AV 106.
- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 1 above.
- c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Agreement.

- d. If eligible, the Sponsor and all subrecipients shall:
 - i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and
 - ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.
- e. Cost of audit(s) can be charged to grant as described in 09 NCAC 03M.0205.
- f. First payment shall be made as soon as practicable, but no later than 100 days after SL 2021-180 became law (November 18, 2021).

3. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The Sponsor agrees to submit the required quarterly status report (QSR) via the Department's Enterprise Business Systems (EBS) on or before the 10th day following the end of each quarter. The first report is due on or before April 10, 2022, to the Department. All reports and supporting documents shall include the Sponsor and all SUB-RECIPIENT information and shall be submitted via QSR in EBS.

Sponsor and any SUB-RECIPIENTS agree that all program activity results and information shall be subject to review and authentication as described in Section 6 and Sponsor will provide access to work papers, receipts, invoices and reporting records, if requested by the Department, as the Department executes any monitoring or internal audit responsibilities.

Sponsors and SUB-RECIPIENTS receiving \$500,000 or more shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the Department no later than nine months after the end of the Sponsor's fiscal year. This report shall be submitted to the Department via EBS or other acceptable method as identified by the Department. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

4. MONITORING AND AUDITING:

The Sponsor acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the Sponsor are subject to being audited, inspected and monitored at any time by the Department upon its request (whether in writing or otherwise). The Sponsor further agrees to provide Department staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The Sponsor acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in GS 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Sponsor and are subject to change.

5. PROJECT ADMINISTRATION

- a. It is the policy of this State to encourage and promote participation by the Disadvantaged Business Enterprise Program (MBE and WBE) in contracts let by the Department pursuant to GS 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure DBE's have maximum opportunity to participate in performance of contracts let using state funding. The Sponsor assures and certifies with respect to this Agreement that they will pursue these requirements as stipulated by the Department in the advertising, award, and administration of all contracts, and require the same for all contractors, subrecipients, or subcontractors. The DBE Program is governed by GS 136-28.4 and administered in accordance with Title 19A Chapter 02 Subchapter D Section .1101 - .1112 of the North Carolina Administrative Code.
- b. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.
- c. It is the policy of the Department not to award funds to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. It shall be the responsibility of Sponsor to ensure that only properly qualified contractors are given construction contracts for work.

6. REAL PROPERTY ACQUISITION

- a. The acquisition of land, buildings, and other real property involving the use of these funds shall be in compliance with this agreement and the provisions of this Section.
- b. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.
- c. The acquisition cost of each parcel, building, or other real property acquired with state financial assistance shall follow the Uniform Relocation Assistance and Real Property Acquisition Act and be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.
- d. For each parcel, building, or real property, fair market value shall be established by an appraisal, completed by a competent NCDOT approved appraiser and an appraisal review, completed by an NCDOT staff reviewer or outsourced by the NCDOT to a competent consultant appraisal reviewer. For complex acquisitions, estimated claims over \$1,000,000 or estimated claims with over \$250,000 in damages, fair market value shall be established by two appraisals: one original appraisal and one review appraisal. In such cases, all other provisions of this Section shall apply.
- e. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.
- f. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.

- g. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.
- h. Negotiated values above the fair market value shall not be eligible for state funds unless, prior to the final agreement for acquisition, the Sponsor has received the approval of the Department for paying such negotiated values in lieu of the appraised fair market value.
- i. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

7. SITUS:

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

8. COMPLIANCE WITH LAW:

The Sponsor shall remain an independent Sponsor and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The Sponsor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the Department. The Sponsor shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

9. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the Department.

10. AGREEMENT CLOSE-OUT PROCESS:

The Sponsor agrees to submit to the Department a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project(s) or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the Department at this time.

Sponsor will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the Department, the Sponsor will receive official notification of agreement close-out. The letter will inform the Sponsor that the Department is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

APPENDIX A1

TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

Under this agreement, any funds utilized for the performance of any work by the Sponsor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any

litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX A2

TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the *North Carolina Department of Transportation (NCDOT)* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in **(Exhibit A attached hereto or other exhibit describing the transferred property)** and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *North Carolina Department of Transportation (NCDOT)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *NCDOT*, its successors and assigns.

The *NCDOT*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *NCDOT* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX A3

TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances:

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

In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A4

TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A5

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

THE PARTIES BY LEGALLY BINDING SIGNATURE BELOW HEREBY EXECUTE THIS GRANT AGREEMENT
THE DAY AND YEAR FIRST WRITTEN BELOW:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: _____
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: _____

AUTHORIZED SIGNATURE FOR SPONSOR
(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

AUTHORIZED SIGNATURE FOR CO-SPONSOR (if required)
(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

COUNTY OF BRUNSWICK NORTH CAROLINA

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

FOR THE PERIOD ENDED FEBRUARY 28, 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 February 28, 2022:

General Fund:

- Total revenues for the General Fund are \$203.8 million for an increase of \$11.7 million or 6.1% over the same period in the prior year. The main reason for this is a \$5.9 million increase in Ad Valorem collections, \$2.7 million increase in local option sales tax, \$0.6 million increase in occupancy tax, \$0.9 million increase in deed excise tax, \$1.0 million increase in building inspections and permits and \$0.8 million increase in EMS charges due to growth in the County. Total revenues collected are 87.7% of the amended budget for the fiscal year.
- Total expenditures for the General Fund are \$143.6 million and are 61.6% of the current budget. Total expenditures are more than the expenditures of the same period in the prior year by \$7.7 million or 5.7%. This is due to a \$2.0 million increase in debt service, a \$1.1 million increase in education, \$0.6 million increase in occupancy tax, and a \$3.5 million increase in public safety.
- Other financing sources (uses) show the issuance of long-term debt of \$11,215,000, providing an increase in fund balance of \$11,215,000. However, an offsetting payment of \$11,132,391 will be made by the escrow agent in April 2022 for refunding of the 2012 LOBS.
- Net transfers to county capital projects of \$24.2 million increased compared to transfers of \$12.1 million in the same period of the prior year. Transfers were to fund various county capital projects.
- Revenues are greater than expenditures and net transfers by \$47.1 million for the current period end compared to greater than by \$44.0 million at the end of the same period of the prior year.

Water Fund:

- Total revenues for the Water Fund increased \$2.6 million over the same period in the prior year to \$22.5 million. This is a result of irrigation sales increase of 22.3% or \$0.5 million and \$0.5 million in capital recovery over the same period in the prior year. Total revenues are 66.2% of the amended budget for the fiscal year.
- Total expenditures for the Water Fund are \$15.8 million and are 52.4% of current budget. Expenditures increased \$0.7 million excluding the LCFWSA raw water main break repair or 5.6% mainly due to \$0.5 million increase in one time capital outlay expense.
- Net transfers to water capital projects of more than \$0.7 million decreased compared to \$0.9 transfers to water capital projects in the same period of the prior year due to the decrease in Pay Go spending of projects.
- Revenues are more than expenditures and net transfers by \$5.8 million compared to more than by \$6.8 million in the same period of the prior year.

Wastewater Fund:

- Total revenues for the Wastewater Fund increased \$6.5 million over the same period in the prior year to \$26.9 million. This is a result of capital recovery increase of 50.4% or \$1.5 million, \$1.0 million increase in taps and connections, and \$0.6 million increase in retail sales over the same period in the prior year. Total revenues are 91.9% of the amended budget for the fiscal year.
- Total expenditures for the Wastewater Fund are \$13.1 million and are 39.9% of the current budget. Expenditures increased 16.4% or \$1.8 million over the same period in the prior year mainly due to \$0.4 million increase in one time capital outlay expense and \$0.9 million increase in debt over the same period in the prior year. Debt service increased due to the early redemption of the 2021 maturity of the 2012B Enterprise Revenue Bonds saving the county \$17.4 thousand.
- Net transfers to wastewater capital projects of \$2.5 million increased compared to transfers from wastewater capital projects of \$0.5 million in the same period of the prior year.
- Revenues are more than expenditures and net transfers by \$11.0 million compared to more than by \$9.6 million in the same period of the prior year.

COUNTY OF BRUNSWICK, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS

FEBRUARY 28, 2022

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents/investments	\$ 159,503,782	\$ 48,043,286	\$ 22,439,449	\$ 2,605,685	\$ 232,592,202
Restricted cash and investments	12,705,432	-	14,764,547	11,501,013	38,970,992
Interest receivable	27,052	7,899	4,123	596	39,670
Taxes receivable - net	2,966,890	-	-	-	2,966,890
Receivables - net	2,092,385	-	-	-	2,092,385
Other governmental agencies	814,371	78,573	220,357	-	1,113,301
Due from other funds	390,580	-	-	-	390,580
Prepaid expenditures	64,000	-	-	-	64,000
Total assets	<u>\$ 178,564,492</u>	<u>\$ 48,129,758</u>	<u>\$ 37,428,476</u>	<u>\$ 14,107,294</u>	<u>\$ 278,230,020</u>
Liabilities:					
Accounts payable and other liabilities	\$ 6,382,960	\$ 669	\$ 1,430,987	\$ 15,120	\$ 7,829,736
Due to other funds	-	-	-	390,580	390,580
Liabilities to be paid from restrict assets	-	-	-	11,501,013	11,501,013
Total liabilities	<u>6,382,960</u>	<u>669</u>	<u>1,430,987</u>	<u>11,906,713</u>	<u>19,721,329</u>
Deferred Inflows of Resources:	<u>3,879,497</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,879,497</u>
Fund Balances:					
Nonspendable	64,000	-	-	-	64,000
Restricted:					
Stabilization by State Statute	14,593,199	-	-	596	14,593,795
Restricted - other	4,832,259	-	14,764,547	2,591,165	22,187,971
Committed	214,566	48,129,089	21,232,942	-	69,576,597
Assigned	3,349,236	-	-	-	3,349,236
Unassigned	<u>145,248,775</u>	<u>-</u>	<u>-</u>	<u>(391,180)</u>	<u>144,857,595</u>
Total fund balances	<u>168,302,035</u>	<u>48,129,089</u>	<u>35,997,489</u>	<u>2,200,581</u>	<u>254,629,194</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 178,564,492</u>	<u>\$ 48,129,758</u>	<u>\$ 37,428,476</u>	<u>\$ 14,107,294</u>	<u>\$ 278,230,020</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND
BALANCES - GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED FEBRUARY 28, 2022

	Major Funds			Non Major	Total
	General	County Capital Project	Education Capital Project	Governmental Funds	Governmental Funds
Revenues:					
Ad valorem taxes	\$ 147,699,133	\$ -	\$ -	\$ -	\$ 147,699,133
Local option sales taxes	20,571,389	-	-	-	20,571,389
Other taxes and licenses	7,888,940	-	-	-	7,888,940
Unrestricted intergovernmental revenues	281,272	-	-	-	281,272
Restricted intergovernmental revenues	10,690,659	2,159,827	-	2,855,168	15,705,654
Permits and fees	4,908,888	-	-	162,028	5,070,916
Sales and services	10,201,521	-	-	-	10,201,521
Investment earnings	49,260	16,028	9,810	1,094	76,192
Other	1,460,425	-	-	-	1,460,425
Total revenues	<u>203,751,487</u>	<u>2,175,855</u>	<u>9,810</u>	<u>3,018,290</u>	<u>208,955,442</u>
Expenditures:					
Current:					
General government	10,339,376	1,790,154	-	359,750	12,489,280
Public safety	35,187,804	-	-	536,359	35,724,163
Central services	11,601,405	-	-	-	11,601,405
Human services	19,198,463	-	-	2,369,543	21,568,006
Transportation	366,631	3,323,213	-	-	3,689,844
Environmental protection	12,767,927	290,156	-	363,219	13,421,302
Culture and recreation	2,966,887	123,712	-	-	3,090,599
Economic and physical development	5,604,560	-	-	-	5,604,560
Education	35,555,428	-	11,207,970	-	46,763,398
Debt Service:					
Principal retirement	5,510,000	-	-	-	5,510,000
Interest and fiscal charges	4,549,292	-	-	-	4,549,292
Total expenditures	<u>143,647,773</u>	<u>5,527,235</u>	<u>11,207,970</u>	<u>3,628,871</u>	<u>164,011,849</u>
Revenues over (under) expenditures	<u>60,103,714</u>	<u>(3,351,380)</u>	<u>(11,198,160)</u>	<u>(610,581)</u>	<u>44,943,593</u>
Other Financing Sources (Uses):					
Transfers from other funds	-	21,538,843	2,672,305	-	24,211,148
Transfers to other funds	(24,211,148)	-	-	-	(24,211,148)
Issuance of long-term debt	11,215,000	-	-	-	11,215,000
Total other financing sources (uses)	<u>(12,996,148)</u>	<u>21,538,843</u>	<u>2,672,305</u>	<u>-</u>	<u>11,215,000</u>
Net change in fund balance	47,107,566	18,187,463	(8,525,855)	(610,581)	56,158,593
Fund balance, beginning of year	<u>121,194,469</u>	<u>29,941,626</u>	<u>44,523,344</u>	<u>2,811,162</u>	<u>198,470,601</u>
Fund balance, end of year	<u>\$ 168,302,035</u>	<u>\$ 48,129,089</u>	<u>\$ 35,997,489</u>	<u>\$ 2,200,581</u>	<u>\$ 254,629,194</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL - GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2022

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad valorem taxes	\$ 148,800,658	\$ 148,800,658	\$ 147,699,133	\$ (1,101,525)
Local option sales taxes	31,718,980	32,055,229	20,571,389	(11,483,840)
Other taxes and licenses	5,245,000	8,495,000	7,888,940	(606,060)
Unrestricted intergovernmental revenues	2,710,000	2,710,000	281,272	(2,428,728)
Restricted intergovernmental revenues	15,654,560	18,501,066	10,690,659	(7,810,407)
Permits and fees	4,966,110	5,391,501	4,908,888	(482,613)
Sales and services	13,423,392	13,935,404	10,201,521	(3,733,883)
Investment earnings	100,275	100,275	49,260	(51,015)
Other	1,186,332	2,280,632	1,460,425	(820,207)
Total revenues	<u>223,805,307</u>	<u>232,269,765</u>	<u>203,751,487</u>	<u>(28,518,278)</u>
Expenditures:				
Current:				
General government	14,786,186	17,166,391	10,339,376	6,827,015
Central services	19,256,727	19,904,175	11,601,405	8,302,770
Public safety	55,189,599	59,163,795	35,187,804	23,975,991
Transportation	161,000	406,881	366,631	40,250
Environmental protection	19,272,998	19,191,159	12,767,927	6,423,232
Economic and physical development	8,641,052	10,552,141	5,604,560	4,947,581
Human services	29,155,754	32,031,570	19,198,463	12,833,107
Education	53,314,798	53,614,798	35,555,428	18,059,370
Culture and recreation	5,413,060	5,067,885	2,966,887	2,100,998
Debt Service:				
Principal retirement	10,980,001	10,990,001	5,510,000	5,480,001
Interest and fiscal charges	4,966,876	5,039,485	4,549,292	490,193
Total expenditures	<u>221,138,051</u>	<u>233,128,281</u>	<u>143,647,773</u>	<u>89,480,508</u>
Revenues over (under) expenditures	<u>2,667,256</u>	<u>(858,516)</u>	<u>60,103,714</u>	<u>60,962,230</u>
Other Financing Sources (Uses):				
Issuance of long-term debt	-	11,215,000	11,215,000	-
Payment to escrow agent for refunded debt	-	(11,132,391)	-	11,132,391
Transfers to other funds	(6,888,736)	(27,879,838)	(24,211,148)	3,668,690
Appropriated fund balance	4,221,480	28,655,745	-	(28,655,745)
Total other financing sources (uses)	<u>(2,667,256)</u>	<u>858,516</u>	<u>(12,996,148)</u>	<u>(13,854,664)</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ -</u>	<u>47,107,566</u>	<u>\$ 47,107,566</u>
Fund balance, beginning of year			<u>121,194,469</u>	
Fund balance, end of year			<u>\$ 168,302,035</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2022 AND THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>February 28, 2022</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2021</u>	<u>February 28, 2021</u>
Revenues:							
Ad Valorem Taxes:							
Current year taxes	\$145,900,658	\$145,900,658	\$145,608,682	\$ (291,976)	100%	\$ 145,794,285	\$139,316,463
Prior year taxes	2,200,000	2,200,000	1,515,136	(684,864)	69%	3,366,220	1,906,425
Penalties and interest	700,000	700,000	575,315	(124,685)	82%	1,082,975	560,514
	<u>148,800,658</u>	<u>148,800,658</u>	<u>147,699,133</u>	<u>(1,101,525)</u>	<u>99%</u>	<u>150,243,480</u>	<u>141,783,402</u>
Local Option Sales Taxes:							
Article 39 (1%)	13,189,257	13,525,506	9,104,141	(4,421,365)	67%	14,963,939	7,825,196
Article 40 (1/2%)	9,471,405	9,471,405	5,520,473	(3,950,932)	58%	10,047,866	4,877,323
Article 42 (1/2%)	9,058,318	9,058,318	5,946,775	(3,111,543)	66%	10,074,104	5,132,709
	<u>31,718,980</u>	<u>32,055,229</u>	<u>20,571,389</u>	<u>(11,483,840)</u>	<u>64%</u>	<u>35,085,909</u>	<u>17,835,228</u>
Other Taxes and Licenses:							
Scrap tire disposal fee	180,000	180,000	115,301	(64,699)	64%	150,464	91,948
Deed stamp excise tax	3,100,000	5,600,000	5,768,522	168,522	103%	7,909,198	4,855,422
Solid waste tax	60,000	60,000	34,537	(25,463)	58%	68,361	34,190
White goods disposal tax	55,000	55,000	38,656	(16,344)	70%	56,098	36,118
1% Occupancy Tax	1,850,000	2,600,000	1,931,924	(668,076)	74%	2,337,074	1,360,723
	<u>5,245,000</u>	<u>8,495,000</u>	<u>7,888,940</u>	<u>(606,060)</u>	<u>93%</u>	<u>10,521,195</u>	<u>6,378,401</u>
Unrestricted Intergovernmental:							
Medicaid hold harmless	2,000,000	2,000,000	-	(2,000,000)	0%	6,238,454	-
Beer and wine tax	250,000	250,000	-	(250,000)	0%	300,219	-
Jail fees	460,000	460,000	281,272	(178,728)	61%	539,398	328,744
	<u>2,710,000</u>	<u>2,710,000</u>	<u>281,272</u>	<u>(2,428,728)</u>	<u>10%</u>	<u>7,078,071</u>	<u>328,744</u>
Restricted Intergovernmental:							
State and federal grant	15,382,060	18,228,566	10,456,356	(7,772,210)	57%	21,351,937	11,554,901
State Aid to Libraries	145,000	145,000	100,590	(44,410)	69%	152,730	100,661
Court facility fees	110,000	110,000	79,779	(30,221)	73%	121,970	66,528
Payments in lieu of taxes	-	-	-	-	na	6,050	1,728
ABC education requirement	-	-	2,224	2,224	na	2,154	-
ABC law enforcement services	10,000	10,000	20,295	10,295	203%	13,043	13,043
State drug tax	7,500	7,500	31,415	23,915	419%	52,616	9,531
	<u>15,654,560</u>	<u>18,501,066</u>	<u>10,690,659</u>	<u>(7,810,407)</u>	<u>58%</u>	<u>21,700,500</u>	<u>11,746,392</u>
Permits and Fees:							
Blding inspections and permits	2,861,000	3,286,391	3,232,737	(53,654)	98%	3,973,907	2,224,789
Recording fees	800,000	800,000	772,757	(27,243)	97%	1,300,198	830,573
Fire inspection fees	200,000	200,000	132,739	(67,261)	66%	218,774	122,161
Concealed handgun permit	250,000	250,000	168,610	(81,390)	67%	382,794	239,449
Other permit and fees	855,110	855,110	602,045	(253,065)	70%	906,219	514,084
	<u>4,966,110</u>	<u>5,391,501</u>	<u>4,908,888</u>	<u>(482,613)</u>	<u>91%</u>	<u>6,781,892</u>	<u>3,931,056</u>
Sales and Services:							
Solid waste fees	2,600,000	2,610,000	2,392,141	(217,859)	92%	3,477,371	2,033,186
School resource officer reimb.	1,601,476	1,665,840	833,122	(832,718)	50%	1,570,071	1,538,166
Rents	15,000	15,000	10,509	(4,491)	70%	13,930	9,287
EMS Charges	5,100,000	5,523,798	3,783,278	(1,740,520)	68%	5,195,662	2,954,472
Public health user fees	944,950	944,950	989,630	44,680	105%	1,368,638	777,679
Sheriff animal prot. serv. fees	98,500	98,500	70,834	(27,666)	72%	93,282	61,496
Social services fees	78,700	78,700	25,336	(53,364)	32%	59,288	40,132
Public housing fees	16,300	16,300	1,619	(14,681)	10%	3,077	2,659
Tax collection fees	280,000	280,000	318,237	38,237	114%	318,152	286,498
Other sales and services	1,984,406	1,998,256	1,271,408	(726,848)	64%	2,098,204	1,285,971
Register of deeds	344,510	344,510	284,345	(60,165)	83%	428,066	274,004

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2022 AND THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>February 28, 2022</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2021</u>	<u>February 28, 2021</u>
Sales and Services (continued):							
Marriage licenses	52,200	52,200	35,072	(17,128)	67%	56,841	34,612
Recreation services	307,350	307,350	185,990	(121,360)	61%	89,183	10,556
	<u>13,423,392</u>	<u>13,935,404</u>	<u>10,201,521</u>	<u>(3,733,883)</u>	<u>73%</u>	<u>14,771,765</u>	<u>9,308,718</u>
Investment earnings	<u>100,275</u>	<u>100,275</u>	<u>49,260</u>	<u>(51,015)</u>	<u>49%</u>	<u>80,630</u>	<u>51,780</u>
Other:							
ABC bottles taxes	45,000	45,000	49,847	4,847	111%	81,640	49,008
Cnty Brd of Alcohol Control	24,000	24,000	15,000	(9,000)	63%	30,000	15,000
Contributions	9,000	14,220	76,490	62,270	538%	116,784	100,617
Other revenues	1,108,332	2,197,412	1,319,088	(878,324)	60%	3,938,919	517,338
	<u>1,186,332</u>	<u>2,280,632</u>	<u>1,460,425</u>	<u>(820,207)</u>	<u>64%</u>	<u>4,167,343</u>	<u>681,963</u>
Total revenues	<u>223,805,307</u>	<u>232,269,765</u>	<u>203,751,487</u>	<u>(28,518,278)</u>	<u>88%</u>	<u>250,430,785</u>	<u>192,045,684</u>
Expenditures:							
General Government:							
Governing Body:							
Salaries	195,066	195,066	157,684	37,382	81%	189,464	130,051
Fringe benefits	76,260	76,260	43,683	32,577	57%	55,331	37,122
Operating costs	70,850	70,850	31,369	39,481	44%	32,707	25,567
	<u>342,176</u>	<u>342,176</u>	<u>232,736</u>	<u>109,440</u>	<u>68%</u>	<u>277,502</u>	<u>192,740</u>
County Administration:							
Salaries	740,299	740,299	515,251	225,048	70%	669,217	457,079
Fringe benefits	231,509	231,509	149,689	81,820	65%	199,287	133,359
Operating costs	48,554	48,554	22,130	26,424	46%	46,021	26,876
	<u>1,020,362</u>	<u>1,020,362</u>	<u>687,070</u>	<u>333,292</u>	<u>67%</u>	<u>914,525</u>	<u>617,314</u>
Human Resources:							
Salaries	363,674	363,674	248,236	115,438	68%	339,421	234,746
Fringe benefits	129,468	129,468	85,854	43,614	66%	120,060	81,843
Operating costs	11,650	11,650	1,821	9,829	16%	4,876	3,439
	<u>504,792</u>	<u>504,792</u>	<u>335,911</u>	<u>168,881</u>	<u>67%</u>	<u>464,357</u>	<u>320,028</u>
Communications:							
Salaries	118,792	118,792	46,516	72,276	39%	-	-
Fringe benefits	46,111	46,111	16,644	29,467	36%	-	-
Operating costs	82,035	82,035	9,074	72,961	11%	-	-
	<u>246,938</u>	<u>246,938</u>	<u>72,234</u>	<u>174,704</u>	<u>29%</u>	<u>-</u>	<u>-</u>
Finance:							
Salaries	968,207	968,207	696,760	271,447	72%	903,580	613,974
Fringe benefits	347,282	347,282	235,226	112,056	68%	305,634	205,475
Operating costs	573,225	611,198	447,448	163,750	73%	449,470	373,675
	<u>1,888,714</u>	<u>1,926,687</u>	<u>1,379,434</u>	<u>547,253</u>	<u>72%</u>	<u>1,658,684</u>	<u>1,193,124</u>
Tax Administration:							
Salaries	2,688,430	2,688,430	1,735,214	953,216	65%	2,448,067	1,707,882
Fringe benefits	1,072,276	1,072,276	685,609	386,667	64%	965,052	662,676
Operating costs	1,080,485	1,080,485	667,615	412,870	62%	875,946	544,466
	<u>4,841,191</u>	<u>4,841,191</u>	<u>3,088,438</u>	<u>1,752,753</u>	<u>64%</u>	<u>4,289,065</u>	<u>2,915,024</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2022 AND THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>February 28, 2022</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2021</u>	<u>February 28, 2021</u>
County Attorney:							
Salaries	424,569	424,569	297,693	126,876	70%	416,647	287,412
Fringe benefits	137,615	137,615	92,619	44,996	67%	127,666	86,581
Operating costs	151,450	151,450	40,739	110,711	27%	52,168	26,147
	<u>713,634</u>	<u>713,634</u>	<u>431,051</u>	<u>282,583</u>	<u>60%</u>	<u>596,481</u>	<u>400,140</u>
Court Facilities:							
Operating costs	274,936	274,936	103,348	171,588	38%	177,361	109,470
	<u>274,936</u>	<u>274,936</u>	<u>103,348</u>	<u>171,588</u>	<u>38%</u>	<u>177,361</u>	<u>109,470</u>
Board of Elections:							
Salaries	702,664	702,664	344,368	358,296	49%	864,924	759,048
Fringe benefits	160,553	164,785	95,156	69,629	58%	148,583	108,011
Operating costs	286,987	286,987	109,958	177,029	38%	359,566	295,365
	<u>1,150,204</u>	<u>1,154,436</u>	<u>549,482</u>	<u>604,954</u>	<u>48%</u>	<u>1,373,073</u>	<u>1,162,424</u>
Register of Deeds:							
Salaries	749,245	749,245	463,159	286,086	62%	654,767	468,704
Fringe benefits	337,070	337,070	202,951	134,119	60%	293,209	202,928
Operating costs	2,016,924	4,516,924	2,793,562	1,723,362	62%	4,347,293	2,435,089
Capital outlay	-	-	-	-	na	29,454	29,455
	<u>3,103,239</u>	<u>5,603,239</u>	<u>3,459,672</u>	<u>2,143,567</u>	<u>62%</u>	<u>5,324,723</u>	<u>3,136,176</u>
Contingency:							
Operating Costs	700,000	538,000	-	538,000	0%	-	-
Total general government	<u>14,786,186</u>	<u>17,166,391</u>	<u>10,339,376</u>	<u>6,827,015</u>	<u>60%</u>	<u>15,075,771</u>	<u>10,046,440</u>
Central Services:							
Information Technology:							
Salaries	1,315,513	1,309,513	800,207	509,306	61%	1,163,698	810,040
Fringe benefits	474,782	474,782	274,396	200,386	58%	399,503	273,830
Operating costs	1,681,300	1,804,748	566,648	1,238,100	31%	1,111,739	463,312
Capital outlay	24,000	24,000	-	24,000	0%	96,271	96,271
	<u>3,495,595</u>	<u>3,613,043</u>	<u>1,641,251</u>	<u>1,971,792</u>	<u>45%</u>	<u>2,771,211</u>	<u>1,643,453</u>
Fleet Services:							
Salaries	714,600	714,600	475,617	238,983	67%	684,393	476,192
Fringe benefits	294,249	294,249	189,640	104,609	64%	270,912	187,204
Operating costs	319,129	319,129	(89,176)	408,305	-28%	334,222	87,215
Capital outlay	-	399,260	101,322	297,938	25%	86,736	69,521
	<u>1,327,978</u>	<u>1,727,238</u>	<u>677,403</u>	<u>1,049,835</u>	<u>39%</u>	<u>1,376,263</u>	<u>820,132</u>
Engineering:							
Salaries	481,590	481,590	336,670	144,920	70%	463,069	321,172
Fringe benefits	168,716	168,716	114,882	53,834	68%	157,068	107,371
Operating costs	32,975	69,866	39,985	29,881	57%	162,185	38,397
	<u>683,281</u>	<u>720,172</u>	<u>491,537</u>	<u>228,635</u>	<u>68%</u>	<u>782,322</u>	<u>466,940</u>
Operation Services:							
Salaries	2,368,103	2,368,103	1,573,558	794,545	66%	2,238,716	1,594,564
Fringe benefits	1,056,851	1,059,441	676,684	382,757	64%	966,100	666,617
Operating costs	3,633,683	3,702,434	1,826,931	1,875,503	49%	3,090,250	1,915,707
Capital outlay	293,000	338,200	171,448	166,752	51%	226,280	218,459
	<u>7,351,637</u>	<u>7,468,178</u>	<u>4,248,621</u>	<u>3,219,557</u>	<u>57%</u>	<u>6,521,346</u>	<u>4,395,347</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2022 AND THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>February 28, 2022</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2021</u>	<u>February 28, 2021</u>
Non-departmental:							
Fringe benefits	6,021,158	5,998,466	4,122,686	1,875,780	69%	5,696,954	4,069,069
Operating costs	<u>377,078</u>	<u>377,078</u>	<u>419,907</u>	<u>(42,829)</u>	<u>111%</u>	<u>294,482</u>	<u>526,947</u>
	<u>6,398,236</u>	<u>6,375,544</u>	<u>4,542,593</u>	<u>1,832,951</u>	<u>71%</u>	<u>5,991,436</u>	<u>4,596,016</u>
Total central services	<u>19,256,727</u>	<u>19,904,175</u>	<u>11,601,405</u>	<u>8,302,770</u>	<u>58%</u>	<u>17,442,578</u>	<u>11,921,888</u>
Public Safety:							
District Attorney:							
Operating costs	<u>53,000</u>	<u>53,000</u>	<u>11,292</u>	<u>41,708</u>	<u>21%</u>	<u>20,886</u>	<u>3,264</u>
Sheriff:							
Salaries	11,592,681	11,634,314	8,137,259	3,497,055	70%	11,010,834	7,550,282
Fringe benefits	4,390,822	4,407,625	2,946,674	1,460,951	67%	3,988,151	2,678,316
Operating costs	3,073,394	3,693,170	2,030,011	1,663,159	55%	2,928,027	1,596,104
Capital outlay	<u>1,196,955</u>	<u>1,488,804</u>	<u>655,544</u>	<u>833,260</u>	<u>44%</u>	<u>1,173,204</u>	<u>569,351</u>
	<u>20,253,852</u>	<u>21,223,913</u>	<u>13,769,488</u>	<u>7,454,425</u>	<u>65%</u>	<u>19,100,216</u>	<u>12,394,053</u>
Detention Center:							
Salaries	5,569,791	5,570,291	3,463,494	2,106,797	62%	4,774,415	3,314,955
Fringe benefits	2,271,624	2,285,513	1,366,921	918,592	60%	1,855,402	1,265,356
Operating costs	3,318,358	3,341,497	2,155,122	1,186,375	64%	2,709,348	1,743,482
Capital outlay	<u>188,139</u>	<u>293,612</u>	<u>146,771</u>	<u>146,841</u>	<u>50%</u>	<u>107,353</u>	<u>107,353</u>
	<u>11,347,912</u>	<u>11,490,913</u>	<u>7,132,308</u>	<u>4,358,605</u>	<u>62%</u>	<u>9,446,518</u>	<u>6,431,146</u>
Emergency Medical:							
Salaries	7,104,840	7,300,475	4,422,322	2,878,153	61%	6,400,504	4,448,535
Fringe benefits	2,573,198	2,655,232	1,567,851	1,087,381	59%	2,228,571	1,524,013
Operating costs	2,121,385	2,200,700	1,500,129	700,571	68%	2,083,217	1,238,421
Capital outlay	<u>1,693,500</u>	<u>2,949,743</u>	<u>466,243</u>	<u>2,483,500</u>	<u>16%</u>	<u>262,034</u>	<u>91,449</u>
	<u>13,492,923</u>	<u>15,106,150</u>	<u>7,956,545</u>	<u>7,149,605</u>	<u>53%</u>	<u>10,974,326</u>	<u>7,302,418</u>
Emergency Management:							
Salaries	272,999	272,999	202,568	70,431	74%	266,941	186,984
Fringe benefits	92,174	92,174	59,449	32,725	64%	84,156	54,290
Operating costs	545,075	569,075	174,897	394,178	31%	488,770	342,961
Capital outlay	<u>137,300</u>	<u>137,300</u>	<u>-</u>	<u>137,300</u>	<u>0%</u>	<u>5,334</u>	<u>5,334</u>
	<u>1,047,548</u>	<u>1,071,548</u>	<u>436,914</u>	<u>634,634</u>	<u>41%</u>	<u>845,201</u>	<u>589,569</u>
Other Agencies:							
Fire districts	60,000	60,000	45,000	15,000	75%	60,000	30,000
Rescue Squads	<u>331,800</u>	<u>331,800</u>	<u>90,350</u>	<u>241,450</u>	<u>27%</u>	<u>322,800</u>	<u>164,975</u>
	<u>391,800</u>	<u>391,800</u>	<u>135,350</u>	<u>256,450</u>	<u>35%</u>	<u>382,800</u>	<u>194,975</u>
Building Inspections and Central Permitting							
Salaries	1,999,581	2,126,788	1,424,160	702,628	67%	1,760,876	1,186,981
Fringe benefits	749,702	797,855	502,897	294,958	63%	619,581	412,240
Operating costs	167,500	704,140	205,521	498,619	29%	128,360	72,165
Capital outlay	<u>43,000</u>	<u>288,000</u>	<u>-</u>	<u>288,000</u>	<u>0%</u>	<u>59,991</u>	<u>59,995</u>
	<u>2,959,783</u>	<u>3,916,783</u>	<u>2,132,578</u>	<u>1,784,205</u>	<u>54%</u>	<u>2,568,808</u>	<u>1,731,381</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2022 AND THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	February 28, 2022	Variance Positive (Negative)	% of Budget	June 30, 2021	February 28, 2021
Fire Inspections							
Salaries	407,511	407,511	274,400	133,111	67%	379,345	253,878
Fringe benefits	149,006	149,006	85,940	63,066	58%	116,578	78,320
Operating costs	51,356	73,387	36,565	36,822	50%	61,437	46,538
Capital outlay	12,000	12,000	11,623	377	97%	36,267	36,267
	<u>619,873</u>	<u>641,904</u>	<u>408,528</u>	<u>233,376</u>	<u>64%</u>	<u>593,627</u>	<u>415,003</u>
Central Communications:							
Salaries	2,121,774	2,122,274	1,218,661	903,613	57%	1,768,119	1,218,617
Fringe benefits	838,242	838,242	465,285	372,957	56%	686,836	466,933
Operating costs	619,520	571,757	304,331	267,426	53%	446,376	111,537
Capital outlay	213,911	427,790	381,310	46,480	89%	194,830	29,338
	<u>3,793,447</u>	<u>3,960,063</u>	<u>2,369,587</u>	<u>1,590,476</u>	<u>60%</u>	<u>3,096,161</u>	<u>1,826,425</u>
Animal Protective Services:							
Salaries	608,380	608,380	427,537	180,843	70%	611,377	415,740
Fringe benefits	249,123	249,123	169,803	79,320	68%	241,044	161,868
Operating costs	321,958	403,970	205,971	197,999	51%	217,740	151,272
Capital outlay	50,000	46,248	31,903	14,345	69%	33,253	33,253
	<u>1,229,461</u>	<u>1,307,721</u>	<u>835,214</u>	<u>472,507</u>	<u>64%</u>	<u>1,103,414</u>	<u>762,133</u>
Total public safety	<u>55,189,599</u>	<u>59,163,795</u>	<u>35,187,804</u>	<u>23,975,991</u>	<u>59%</u>	<u>48,131,957</u>	<u>31,650,367</u>
Transportation:							
Cape Fear Regional Jetport	111,000	111,000	83,250	27,750	75%	111,000	83,250
Odell Williamson Mun. Air.	50,000	50,000	37,500	12,500	75%	27,500	20,625
Brunswick Transit System	-	245,881	245,881	-	100%	-	-
Total transportation	<u>161,000</u>	<u>406,881</u>	<u>366,631</u>	<u>40,250</u>	<u>90%</u>	<u>138,500</u>	<u>103,875</u>
Environmental Protection:							
Solid Waste:							
Salaries	416,216	416,216	263,255	152,961	63%	359,300	252,583
Fringe benefits	178,623	178,623	106,903	71,720	60%	148,002	101,358
Operating costs	18,371,550	18,289,711	12,283,810	6,005,901	67%	18,527,744	12,398,367
Capital outlay	36,500	36,500	-	36,500	0%	224,830	216,860
	<u>19,002,889</u>	<u>18,921,050</u>	<u>12,653,968</u>	<u>6,267,082</u>	<u>67%</u>	<u>19,259,876</u>	<u>12,969,168</u>
Other:							
Forestry services	270,109	270,109	113,959	156,150	42%	245,902	133,222
Total environmental protection	<u>19,272,998</u>	<u>19,191,159</u>	<u>12,767,927</u>	<u>6,423,232</u>	<u>67%</u>	<u>19,505,778</u>	<u>13,102,390</u>
Economic Development:							
Community Enforcement:							
Salaries	185,248	185,248	127,860	57,388	69%	150,565	91,475
Fringe benefits	79,501	79,501	53,216	26,285	67%	60,950	36,192
Operating costs	17,840	17,440	8,796	8,644	50%	13,338	9,547
Capital outlay	32,000	32,000	-	32,000	0%	-	-
	<u>314,589</u>	<u>314,189</u>	<u>189,872</u>	<u>124,317</u>	<u>60%</u>	<u>224,853</u>	<u>137,214</u>
Planning:							
Salaries	512,964	512,964	344,111	168,853	67%	483,307	338,290
Fringe benefits	193,589	193,589	119,039	74,550	61%	175,107	122,137
Operating costs	264,150	352,550	145,315	207,235	41%	260,491	202,403
	<u>970,703</u>	<u>1,059,103</u>	<u>608,465</u>	<u>450,638</u>	<u>57%</u>	<u>918,905</u>	<u>662,830</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2022 AND THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	February 28, 2022	Variance Positive (Negative)	% of Budget	June 30, 2021	February 28, 2021
Cooperative Extension:							
Salaries	321,660	362,498	182,859	179,639	50%	300,897	175,807
Fringe benefits	155,016	158,140	69,914	88,226	44%	125,904	77,868
Operating costs	140,845	160,008	62,068	97,940	39%	170,679	81,226
Capital outlay	90,000	90,000	7,774	82,226	9%	7,571	-
	<u>707,521</u>	<u>770,646</u>	<u>322,615</u>	<u>448,031</u>	<u>42%</u>	<u>605,051</u>	<u>334,901</u>
Soil and Water Conservation:							
Salaries	151,302	151,302	105,819	45,483	70%	177,544	133,488
Fringe benefits	62,628	62,628	42,668	19,960	68%	65,779	46,981
Operating costs	17,950	17,289	6,250	11,039	36%	12,296	5,001
Capital outlay	28,000	29,136	-	29,136	0%	-	-
	<u>259,880</u>	<u>260,355</u>	<u>154,737</u>	<u>105,618</u>	<u>59%</u>	<u>255,619</u>	<u>185,470</u>
Public Housing Section 8:							
Salaries	179,878	179,878	122,205	57,673	68%	156,687	100,238
Fringe benefits	78,718	78,718	51,844	26,874	66%	63,454	39,213
Operating costs	2,111,183	2,204,194	1,437,192	767,002	65%	2,043,166	1,337,157
	<u>2,369,779</u>	<u>2,462,790</u>	<u>1,611,241</u>	<u>851,549</u>	<u>65%</u>	<u>2,263,307</u>	<u>1,476,608</u>
1% Occupancy Tax:							
Operating costs	<u>1,850,000</u>	<u>2,600,000</u>	<u>1,931,924</u>	<u>668,076</u>	<u>74%</u>	<u>2,337,073</u>	<u>1,360,723</u>
Other Economic Development:							
Contracted Services	149,700	149,700	92,744	56,956	na	23,325	-
Holden Beach Special Obligation Bond	1,343,880	1,343,880	-	1,343,880	0%	-	-
Lockwood Folly & Shallotte Dredging	-	270,045	270,045	-	100%	494,343	158,848
Reserve for shoreline	200,000	346,433	-	346,433	0%	-	-
Brunswick Business & Industry Development	475,000	575,000	422,917	152,083	74%	425,000	318,750
Access Road Ec. Dev. Proj.	-	400,000	-	400,000	0%	-	-
	<u>2,168,580</u>	<u>3,085,058</u>	<u>785,706</u>	<u>2,299,352</u>	<u>25%</u>	<u>942,668</u>	<u>477,598</u>
Total economic development	<u>8,641,052</u>	<u>10,552,141</u>	<u>5,604,560</u>	<u>4,947,581</u>	<u>53%</u>	<u>7,547,476</u>	<u>4,635,344</u>
Human Services:							
Health:							
Administration:							
Salaries	2,624,201	2,624,201	1,791,891	832,310	68%	2,128,499	1,739,187
Fringe benefits	1,388,231	1,388,231	871,510	516,721	63%	1,306,112	894,863
Operating costs	405,700	427,142	143,083	284,059	33%	279,939	170,562
Capital outlay	-	71,488	71,488	-	100%	25,527	25,527
	<u>4,418,132</u>	<u>4,511,062</u>	<u>2,877,972</u>	<u>1,633,090</u>	<u>64%</u>	<u>3,740,077</u>	<u>2,830,139</u>
Communicable Diseases:							
Operating costs	<u>414,957</u>	<u>414,957</u>	<u>248,975</u>	<u>165,982</u>	<u>60%</u>	<u>367,227</u>	<u>312,692</u>
Adult Health Maintenance:							
Operating costs	<u>263,055</u>	<u>272,100</u>	<u>64,713</u>	<u>207,387</u>	<u>24%</u>	<u>1,032,759</u>	<u>987,833</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2022 AND THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	February 28, 2022	Variance Positive (Negative)	% of Budget	June 30, 2021	February 28, 2021
Senior Health							
Salaries	52,000	52,000	35,675	16,325	69%	39,807	22,115
Fringe benefits	21,259	21,259	14,343	6,916	67%	14,875	7,927
Operating costs	4,985	4,985	1,052	3,933	21%	1,754	1,060
	<u>78,244</u>	<u>78,244</u>	<u>51,070</u>	<u>27,174</u>	65%	<u>56,436</u>	<u>31,102</u>
Maternal and Child Health:							
Salaries	388,887	388,887	254,992	133,895	66%	352,333	238,305
Fringe benefits	172,098	172,098	109,053	63,045	63%	151,954	101,685
Operating costs	594,250	633,813	277,893	355,920	44%	444,365	299,985
	<u>1,155,235</u>	<u>1,194,798</u>	<u>641,938</u>	<u>552,860</u>	54%	<u>948,652</u>	<u>639,975</u>
Environmental Health:							
Salaries	1,339,700	1,339,700	901,370	438,330	67%	1,285,709	871,415
Fringe benefits	497,881	497,881	323,244	174,637	65%	460,867	309,131
Operating costs	144,900	1,569,379	395,667	1,173,712	25%	969,738	366,057
Capital outlay	17,128	17,128	16,953	175	99%	244,218	71,837
	<u>1,999,609</u>	<u>3,424,088</u>	<u>1,637,234</u>	<u>1,786,854</u>	48%	<u>2,960,532</u>	<u>1,618,440</u>
Total health	<u>8,329,232</u>	<u>9,895,249</u>	<u>5,521,902</u>	<u>4,373,347</u>	56%	<u>9,105,683</u>	<u>6,420,181</u>
Veterans' Services:							
Salaries	152,773	152,773	101,742	51,031	67%	141,152	93,217
Fringe benefits	62,985	62,985	40,250	22,735	64%	57,800	38,162
Operating costs	37,951	40,951	21,706	19,245	53%	14,468	8,654
Total veterans' services	<u>253,709</u>	<u>256,709</u>	<u>163,698</u>	<u>93,011</u>	64%	<u>213,420</u>	<u>140,033</u>
Social Services:							
Administration:							
Salaries	8,148,758	8,328,758	5,268,080	3,060,678	63%	7,236,249	4,997,525
Fringe benefits	3,992,988	4,065,628	2,500,110	1,565,518	61%	3,478,156	2,353,918
Operating costs	2,992,551	3,821,662	2,401,912	1,419,750	63%	3,081,107	2,183,049
Capital outlay	150,000	150,000	126,374	23,626	84%	83,343	83,343
	<u>15,284,297</u>	<u>16,366,048</u>	<u>10,296,476</u>	<u>6,069,572</u>	63%	<u>13,878,855</u>	<u>9,617,835</u>
Other Operating Costs:							
Medical assistance	20,000	20,000	2,350	17,650	12%	5,630	2,323
Aid to the blind	4,100	4,100	3,549	551	87%	4,100	4,100
Adoption assistance	250,000	250,000	122,547	127,453	49%	169,448	112,522
Special assistance	425,000	395,000	161,512	233,488	41%	272,019	179,339
Foster care	600,000	600,000	357,290	242,710	60%	592,306	297,321
State foster home	800,000	800,000	381,507	418,493	48%	724,210	418,392
Special assistance	27,121	27,121	20,003	7,118	74%	23,604	9,818
Day care	23,000	23,000	1,539	21,461	7%	4,207	4,207
Special child adopt. assistance	-	75,687	9,924	65,763	13%	5,959	3,786
	<u>2,149,221</u>	<u>2,194,908</u>	<u>1,060,221</u>	<u>1,134,687</u>	48%	<u>1,801,483</u>	<u>1,031,808</u>
Total social services	<u>17,433,518</u>	<u>18,560,956</u>	<u>11,356,697</u>	<u>7,204,259</u>	61%	<u>15,680,338</u>	<u>10,649,643</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2022 AND THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	February 28, 2022	Variance Positive (Negative)	% of Budget	June 30, 2021	February 28, 2021
Other Human Services:							
Trillium Health Resources	250,443	250,443	125,222	125,221	50%	250,443	187,832
Brunswick Senior Resources	2,888,852	2,888,852	1,925,902	962,950	67%	2,713,739	1,809,160
Other human services	-	179,361	105,042	74,319	59%	211,238	106,718
	<u>3,139,295</u>	<u>3,318,656</u>	<u>2,156,166</u>	<u>1,162,490</u>	<u>65%</u>	<u>3,175,420</u>	<u>2,103,710</u>
Total human services	<u>29,155,754</u>	<u>32,031,570</u>	<u>19,198,463</u>	<u>12,833,107</u>	<u>60%</u>	<u>28,174,861</u>	<u>19,313,567</u>
Education:							
Public schools	47,523,253	47,523,253	31,682,168	15,841,085	67%	46,096,535	30,731,024
Public schools - capital outlay	996,991	996,991	664,664	332,327	67%	967,060	644,704
Pub. sch.-fines and forfeitures	-	300,000	152,402	147,598	51%	299,765	-
Community college	4,438,054	4,438,054	2,818,530	1,619,524	64%	4,354,069	2,859,120
Community college - cap. out.	356,500	356,500	237,664	118,836	67%	295,343	196,896
Total education	<u>53,314,798</u>	<u>53,614,798</u>	<u>35,555,428</u>	<u>18,059,370</u>	<u>66%</u>	<u>52,012,772</u>	<u>34,431,744</u>
Culture and Recreation:							
Parks and Recreation:							
Administration:							
Salaries	734,565	734,565	471,542	263,023	64%	571,044	393,903
Fringe benefits	222,930	222,930	147,556	75,374	66%	190,075	130,414
Operating costs	714,744	726,744	317,947	408,797	44%	380,468	173,328
Capital outlay	569,000	66,000	-	66,000	0%	168,930	164,052
	<u>2,241,239</u>	<u>1,750,239</u>	<u>937,045</u>	<u>813,194</u>	<u>54%</u>	<u>1,310,517</u>	<u>861,697</u>
Maintenance:							
Salaries	805,274	805,274	499,904	305,370	62%	684,841	464,711
Fringe benefits	338,793	338,793	207,645	131,148	61%	286,792	193,058
Operating costs	461,600	607,425	396,259	211,166	65%	367,738	190,306
Capital outlay	108,000	108,000	51,639	56,361	48%	66,054	66,054
	<u>1,713,667</u>	<u>1,859,492</u>	<u>1,155,447</u>	<u>704,045</u>	<u>62%</u>	<u>1,405,425</u>	<u>914,129</u>
Total Parks and Recreation	<u>3,954,906</u>	<u>3,609,731</u>	<u>2,092,492</u>	<u>1,517,239</u>	<u>58%</u>	<u>2,715,942</u>	<u>1,775,826</u>
Brunswick County Library:							
Salaries	840,024	840,024	533,709	306,315	64%	777,644	544,604
Fringe benefits	367,930	367,930	217,534	150,396	59%	322,420	222,498
Operating costs	250,200	250,200	123,152	127,048	49%	213,176	126,216
	<u>1,458,154</u>	<u>1,458,154</u>	<u>874,395</u>	<u>583,759</u>	<u>60%</u>	<u>1,313,240</u>	<u>893,318</u>
Total culture and recreation	<u>5,413,060</u>	<u>5,067,885</u>	<u>2,966,887</u>	<u>2,100,998</u>	<u>59%</u>	<u>4,029,182</u>	<u>2,669,144</u>
Debt Service:							
Principal retirement	10,980,001	10,990,001	5,510,000	5,480,001	50%	12,305,000	5,430,000
Interest and fees	4,966,876	5,039,485	4,549,292	490,193	90%	3,240,524	2,615,422
Total debt service	<u>15,946,877</u>	<u>16,029,486</u>	<u>10,059,292</u>	<u>5,970,194</u>	<u>63%</u>	<u>15,545,524</u>	<u>8,045,422</u>
Total expenditures	<u>221,138,051</u>	<u>233,128,281</u>	<u>143,647,773</u>	<u>89,480,508</u>	<u>62%</u>	<u>207,604,399</u>	<u>135,920,181</u>
Revenues over (under) expenditures	<u>2,667,256</u>	<u>(858,516)</u>	<u>60,103,714</u>	<u>60,962,230</u>		<u>42,826,386</u>	<u>56,125,503</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2022 AND THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	February 28, 2022	Variance Positive (Negative)	% of Budget	June 30, 2021	February 28, 2021
Other Financing Sources (Uses):							
Issuance of long-term debt	-	11,215,000	11,215,000	-	100%	-	-
Payment to escrow agent for refunded debt	-	(11,132,391)	-	11,132,391	0%	-	-
	-	82,609	11,215,000	11,132,391		-	-
Transfers To Other Funds:							
Transfer to county capital projects fund	(547,741)	(21,538,843)	(21,538,843)	-	100%	(10,000,000)	(10,000,000)
Transfer to grant projects funds	-	-	-	-	na	(300,000)	(300,000)
Transfer to emergency telephone system fund	-	-	-	-	na	(145,288)	-
Transfer to school capital projects fund	(6,340,995)	(6,340,995)	(2,672,305)	3,668,690	42%	(8,731,926)	(1,827,598)
	(6,888,736)	(27,879,838)	(24,211,148)	3,668,690	87%	(19,177,214)	(12,127,598)
Budgetary Financing Sources (Uses):							
Appropriated fund balance	4,221,480	28,655,745	-	(28,655,745)	0%	-	-
Total other financing sources (uses)	(2,667,256)	858,516	(12,996,148)	(13,854,664)		(19,177,214)	(12,127,598)
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	47,107,566	<u>\$ 47,107,566</u>		23,649,172	43,997,905
Fund balance, beginning of year			121,194,469			97,026,999	97,026,999
Restated			-			518,298	-
Fund balance, beginning, as restated			121,194,469			97,545,297	97,026,999
Fund balance, end of year			<u>\$ 168,302,035</u>			<u>\$ 121,194,469</u>	<u>\$ 141,024,904</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - COUNTY CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED FEBRUARY 28, 2022

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental-NC Dept. of Transportation	\$ 25,920,192	\$ 22,135,399	\$ 2,159,827	\$ 24,295,226
Restricted intergovernmental-NC Parks & Rec. Trust Fund	300,000	300,000	-	300,000
CARES Act / American Rescue Plan	151,000	92,000	-	92,000
Investment earnings	841,170	852,789	16,028	868,817
Performance bonds	290,876	290,876	-	290,876
Other	350,000	349,240	-	349,240
Total revenues	<u>27,853,238</u>	<u>24,020,304</u>	<u>2,175,855</u>	<u>26,196,159</u>
Expenditures:				
General Government:				
Court House Renovation	15,298,966	11,338,650	1,790,154	13,128,804
Future Capital Projects	<u>30,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>45,298,966</u>	<u>11,338,650</u>	<u>1,790,154</u>	<u>13,128,804</u>
Environmental protection:				
Landfill Transfer Station	5,727,000	282,024	290,156	572,180
Future Capital Projects	<u>9,961,735</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>15,688,735</u>	<u>282,024</u>	<u>290,156</u>	<u>572,180</u>
Economic Development:				
Springlake at Maritime Shores	<u>274,585</u>	<u>-</u>	<u>-</u>	<u>-</u>
Cultural and recreation:				
OIB Park Improvements	5,805,569	5,805,568	-	5,805,568
Smithville Park Improvements	6,189,666	5,979,162	112,812	6,091,974
Brunswick Waterway Park Improvements	201,210	201,210	-	201,210
Waccamaw Multiuse Building	355,800	242,369	7,900	250,269
Smithville Park Improvements Phase III	<u>500,000</u>	<u>-</u>	<u>3,000</u>	<u>3,000</u>
	<u>13,052,245</u>	<u>12,228,309</u>	<u>123,712</u>	<u>12,352,021</u>
Transportation:				
Airport Improvements	<u>27,244,760</u>	<u>22,994,173</u>	<u>3,323,213</u>	<u>26,317,386</u>
Other:				
Future Capital Projects	<u>578,404</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>102,137,695</u>	<u>46,843,156</u>	<u>5,527,235</u>	<u>52,370,391</u>
Revenues over (under) expenditures	(74,284,457)	(22,822,852)	(3,351,380)	(26,174,232)
Other Financing Sources (Uses):				
Appropriated fund balance	4,805,618	-	-	-
Transfer from general fund	73,772,723	52,233,884	21,538,843	73,772,727
Transfer to general fund	<u>(4,293,884)</u>	<u>(4,293,884)</u>	<u>-</u>	<u>(4,293,884)</u>
Total other financing sources (uses)	<u>74,284,457</u>	<u>47,940,000</u>	<u>21,538,843</u>	<u>69,478,843</u>
Net change in fund balance	\$ -	\$ 25,117,148	18,187,463	\$ 43,304,611
Fund balance, beginning of year			<u>29,941,626</u>	
Fund balance, end of year			<u>\$ 48,129,089</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - EDUCATION CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED FEBRUARY 28, 2022

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
NC Public Education Lottery	\$ 7,082,039	\$ 7,092,797	\$ -	\$ 7,092,797
Investment earnings	-	411,034	8,196	419,230
Investment earnings-debt proceeds	-	1,295,275	1,614	1,296,889
Total revenues	<u>7,082,039</u>	<u>8,799,106</u>	<u>9,810</u>	<u>8,808,916</u>
Expenditures:				
Brunswick County Schools	193,686,314	144,838,549	11,207,970	156,046,519
Brunswick Community College	2,304,445	2,004,940	-	2,004,940
Total expenditures	<u>195,990,759</u>	<u>146,843,489</u>	<u>11,207,970</u>	<u>158,051,459</u>
Revenues over (under) expenditures	(188,908,720)	(138,044,383)	(11,198,160)	(149,242,543)
Other Financing Sources (Uses):				
Transfer from general fund	82,171,104	75,830,108	2,672,305	78,502,413
Transfer to general fund	(314,013)	(314,013)	-	(314,013)
Premium on bonds issued	8,749,216	8,749,217	-	8,749,217
Debt financing issued	91,750,000	91,750,000	-	91,750,000
Appropriated fund balance	6,552,413	-	-	-
Total other financing sources (uses)	<u>188,908,720</u>	<u>176,015,312</u>	<u>2,672,305</u>	<u>178,687,617</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 37,970,929</u>	(8,525,855)	<u>\$ 29,445,074</u>
Fund balance, beginning of year			<u>44,523,344</u>	
Fund balance, end of year			<u>\$ 35,997,489</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED FEBRUARY 28, 2022

	Emergency Telephone System Fund	Grant Project	ROD- Technology Enhancement Fund	Total
Assets:				
Cash and cash equivalents/investments	\$ 1,488,942	\$ -	\$ 1,116,743	\$ 2,605,685
Restricted cash and investments	-	11,501,013	-	11,501,013
Interest receivable	366	-	230	596
Total assets	<u>1,489,308</u>	<u>11,501,013</u>	<u>1,116,973</u>	<u>14,107,294</u>
Liabilities:				
Accounts payable and other liabilities	8,934	600	5,586	15,120
Due to other funds	-	390,580	-	390,580
Liabilities to be paid from restricted assets	-	11,501,013	-	11,501,013
Total liabilities	<u>8,934</u>	<u>11,892,193</u>	<u>5,586</u>	<u>11,906,713</u>
Fund Balance:				
Stabilization by State Statute	366	-	230	596
Restricted - other	1,480,008	-	1,111,157	2,591,165
Unassigned	-	(391,180)	-	(391,180)
Total fund balances	<u>1,480,374</u>	<u>(391,180)</u>	<u>1,111,387</u>	<u>2,200,581</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 1,489,308</u>	<u>\$ 11,501,013</u>	<u>\$ 1,116,973</u>	<u>\$ 14,107,294</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED FEBRUARY 28, 2022

	Emergency Telephone System Fund	Grant Project	ROD- Technology Enhancement Fund	Total
Revenues:				
Restricted intergovernmental	\$ 238,505	\$ 2,616,663	\$ -	\$ 2,855,168
Permits and fees	-	-	162,028	162,028
Investment earnings	662	-	432	1,094
Total revenues	<u>239,167</u>	<u>2,616,663</u>	<u>162,460</u>	<u>3,018,290</u>
Expenditures:				
General government	-	275,081	84,669	359,750
Public safety	536,359	-	-	536,359
Human Services	-	2,369,543	-	2,369,543
Environmental protection	-	363,219	-	363,219
Total expenditures	<u>536,359</u>	<u>3,007,843</u>	<u>84,669</u>	<u>3,628,871</u>
Revenues over (under) expenditures	(297,192)	(391,180)	77,791	(610,581)
Net change in fund balances	(297,192)	(391,180)	77,791	(610,581)
Fund balance, beginning of year	<u>1,777,566</u>	<u>-</u>	<u>1,033,596</u>	<u>2,811,162</u>
Fund balance, end of year	<u>\$ 1,480,374</u>	<u>\$ (391,180)</u>	<u>\$ 1,111,387</u>	<u>\$ 2,200,581</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - EMERGENCY TELEPHONE SYSTEM FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2022 AND THE YEAR ENDED JUNE 30, 2021**

	Budget	February 28, 2022	Variance Positive (Negative)	June 30, 2021	February 28, 2021
Revenues:					
Restricted intergovernmental	\$ 408,865	\$ 238,505	\$ (170,360)	\$ 799,291	\$ 399,646
Investment earnings	-	662	662	1,295	935
Total revenues	<u>408,865</u>	<u>239,167</u>	<u>(169,698)</u>	<u>800,586</u>	<u>400,581</u>
Expenditures:					
Operating costs	501,620	336,663	164,957	388,022	269,551
Capital outlay	<u>1,294,595</u>	<u>199,696</u>	<u>1,094,899</u>	<u>168,292</u>	<u>10,409</u>
Total expenditures	<u>1,796,215</u>	<u>536,359</u>	<u>1,259,856</u>	<u>556,314</u>	<u>279,960</u>
Revenues over (under) expenditures	(1,387,350)	(297,192)	1,090,158	244,272	120,621
Other Financing Sources (Uses):					
Transfers from general fund	-	-	-	145,288	-
Appropriated fund balance	<u>1,387,350</u>	<u>-</u>	<u>(1,387,350)</u>	<u>-</u>	<u>-</u>
Total other financing sources (uses)	<u>1,387,350</u>	<u>-</u>	<u>(1,387,350)</u>	<u>145,288</u>	<u>-</u>
Net change in fund balance	<u>\$ -</u>	(297,192)	<u>\$ (297,192)</u>	389,560	120,621
Fund balance, beginning of year		<u>1,777,566</u>		<u>1,388,006</u>	<u>1,388,006</u>
Fund balance, end of year		<u>\$ 1,480,374</u>		<u>\$ 1,777,566</u>	<u>\$ 1,508,627</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO
ACTUAL - GRANT PROJECT FUND
FROM INCEPTION AND FOR THE PERIOD ENDED FEBRUARY 28, 2022**

		Actual		
	Project Authorization	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental	\$ 32,650,229	\$ 1,965,372	\$ 2,616,663	\$ 4,582,035
Total revenues	<u>32,650,229</u>	<u>1,965,372</u>	<u>2,616,663</u>	<u>4,582,035</u>
Expenditures:				
SAMHSA Expansion Grant FY 19-24	1,600,000	947,011	275,081	1,222,092
SAMHSA	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	498,919	24,315	178,611	202,926
Watershed Grant Round 2	381,072	3,570	184,608	188,178
Watershed Grant Round 3	48,600	30,945	-	30,945
American Rescue Plan	<u>27,741,111</u>	<u>-</u>	<u>2,369,543</u>	<u>2,369,543</u>
Total expenditures	<u>32,950,229</u>	<u>2,265,372</u>	<u>3,007,843</u>	<u>5,273,215</u>
Revenues over (under) expenditures	(300,000)	(300,000)	(391,180)	(691,180)
Other Financing Sources (Uses):				
Transfers from general fund	<u>300,000</u>	<u>300,000</u>	<u>-</u>	<u>300,000</u>
Total other financing sources (uses)	<u>300,000</u>	<u>300,000</u>	<u>-</u>	<u>300,000</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	(391,180)	<u>\$ (391,180)</u>
Fund balance, beginning of year			<u>-</u>	
Fund balance, end of year			\$ (391,180)	

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
 ACTUAL AND CHANGES IN FUND BALANCE -
 REGISTER OF DEEDS TECHNOLOGY ENHANCEMENT FUND
 FOR THE PERIOD ENDED FEBRUARY 28, 2022 AND THE YEAR ENDED JUNE 30, 2021**

	Budget	February 28, 2022	Variance Positive (Negative)	June 30, 2021	February 28, 2021
Revenues:					
Permits and fees	\$ 193,000	\$ 162,028	\$ (30,972)	\$ 279,279	\$ 179,703
Investment earnings	7,000	432	(6,568)	823	607
Total revenues	<u>200,000</u>	<u>162,460</u>	<u>(37,540)</u>	<u>280,102</u>	<u>180,310</u>
Expenditures:					
General government	<u>217,548</u>	<u>84,669</u>	<u>132,879</u>	<u>149,417</u>	<u>80,922</u>
Revenues over (under) expenditures	(17,548)	77,791	95,339	130,685	99,388
Other Financing Sources (Uses):					
Appropriated fund balance	<u>17,548</u>	-	(17,548)	-	-
Net change in fund balance	<u>\$ -</u>	77,791	<u>\$ 77,791</u>	130,685	99,388
Fund balance, beginning of year		<u>1,033,596</u>		<u>902,911</u>	<u>902,911</u>
Fund balance, end of year		<u>\$ 1,111,387</u>		<u>\$ 1,033,596</u>	<u>\$ 1,002,299</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WATER FUND (NON-GAAP)
FEBRUARY 28, 2022

	Water Fund	Water Capital Projects	Total
Current Assets:			
Cash, cash equivalents and investments	\$ 45,730,859	\$ 748,881	\$ 46,479,740
Restricted cash	3,537,602	99,353,903	102,891,505
Interest receivable	9,341	824	10,165
Receivables and special assessments, net	4,151,339	-	4,151,339
Due from other governmental agencies	468,072	605,336	1,073,408
Inventories	1,501,706	-	1,501,706
Total current assets	<u>55,398,919</u>	<u>100,708,944</u>	<u>156,107,863</u>
Current Liabilities:			
Accounts payable and other liabilities	5,354,179	12,305	5,366,484
Customer deposits	2,292,927	-	2,292,927
Interest payable	216,529	-	216,529
Current portion of debt	2,594,508	-	2,594,508
Total current liabilities	<u>10,458,143</u>	<u>12,305</u>	<u>10,470,448</u>
Expendable net position	44,940,776	100,696,639	145,637,415
Noncurrent Items:			
Non-depreciable capital assets	83,672,623	-	83,672,623
Depreciable capital assets, net	148,973,624	-	148,973,624
Deferred outflow	4,388,702	-	4,388,702
Net pension liability	(2,155,552)	-	(2,155,552)
Compensated absences	(492,120)	-	(492,120)
Total other post-employment liability	(14,964,210)	-	(14,964,210)
Non-current portion of debt	(211,653,972)	-	(211,653,972)
Deferred inflow	(1,393,012)	-	(1,393,012)
Total net position	<u>\$ 51,316,859</u>	<u>\$ 100,696,639</u>	<u>\$ 152,013,498</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WATER SYSTEM

OPERATING FUND (NON-GAAP)

FOR THE PERIOD ENDED FEBRUARY 28, 2022 AND THE YEAR ENDED JUNE 30, 2021

WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR

	Original Budget	Current Budget	February 28, 2022	Variance Positive (Negative)	% of Budget	June 30, 2021	February 28, 2021
Revenues:							
User charges	\$ 29,271,800	\$ 30,244,300	\$ 21,970,011	\$ (8,274,289)	73%	\$ 29,633,015	\$ 19,451,023
Restricted intergovernmental	-	-	6,345	6,345	na	81,663	72,156
Investment earnings	40,000	40,000	17,952	(22,048)	45%	33,656	25,045
Other	680,377	3,666,377	487,078	(3,179,299)	13%	743,270	301,422
Total revenues	<u>29,992,177</u>	<u>33,950,677</u>	<u>22,481,386</u>	<u>(11,469,291)</u>	66%	<u>30,491,604</u>	<u>19,849,646</u>
Expenditures:							
Salaries	5,731,502	5,741,927	3,718,244	2,023,683	65%	5,147,321	3,539,234
Fringe benefits	2,752,959	2,758,359	1,776,386	981,973	64%	2,434,496	1,682,153
Operating expenditures	8,306,276	9,078,335	5,086,043	3,992,292	56%	7,892,608	4,914,456
Repairs and maintenance	2,920,143	6,538,830	3,173,624	3,365,206	49%	2,538,732	1,486,387
Capital outlay	1,556,500	2,894,989	1,410,267	1,484,722	49%	1,332,422	774,877
Debt Service:							
Principal	1,865,574	1,865,574	200,000	1,665,574	11%	1,324,463	190,000
Interest	1,309,167	1,309,167	455,858	853,309	35%	892,349	497,450
Total expenditures	<u>24,442,121</u>	<u>30,187,181</u>	<u>15,820,422</u>	<u>14,366,759</u>	52%	<u>21,562,391</u>	<u>13,084,557</u>
Revenues over (under) expenditures	5,550,056	3,763,496	6,660,964	2,897,468	177%	8,929,213	6,765,089
Other Financing Sources (Uses):							
Transfer to water capital project fund	(5,550,056)	(3,616,114)	(741,000)	2,875,114	20%	(920,580)	-
Claims settlement	-	(147,382)	(147,382)	-	100%	(4,471,457)	-
Total other fin. sources (uses)	<u>(5,550,056)</u>	<u>(3,763,496)</u>	<u>(888,382)</u>	<u>2,875,114</u>	24%	<u>(5,392,037)</u>	-
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,772,582</u>	<u>\$ 5,772,582</u>		<u>\$ 3,537,176</u>	<u>\$ 6,765,089</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL -
WATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED FEBRUARY 28, 2022**

		Actual		
	Project Budget	Prior Year	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	\$ 2,218,967	\$ -	\$ -	\$ -
Investment earnings	120,276	177,956	1,442	179,398
Investment earnings-debt proceeds	-	263,111	7,574	270,685
Assessments	52,724	39,495	-	39,495
Penalties and interest assessments	-	13,229	-	13,229
Total revenues	<u>2,391,967</u>	<u>493,791</u>	<u>9,016</u>	<u>502,807</u>
Expenditures:				
Southeast Water Tank	50,550	50,550	-	50,550
FY16 Water Mains Top 7 and Apollo	1,773,285	1,731,758	-	1,731,758
Raw Water Mains Project	28,683,127	23,242,549	1,817,661	25,060,210
Shallotte Transmission Main	6,123,000	1,888,136	2,156,388	4,044,524
NW Plant Treatment Expansion 12MGD	168,221,390	56,337,000	19,152,012	75,489,012
74-76 Industrial Park Water Main	1,727,715	1,307,724	-	1,307,724
74-76 Mintz Dr. to Old Maco	85,000	71,526	5,500	77,026
Navassa Water System Rehabilitation	2,263,347	15,000	12,612	27,612
Utility Operations Center	110,000	-	19,760	19,760
Total expenditures	<u>209,037,414</u>	<u>84,644,243</u>	<u>23,163,933</u>	<u>107,808,176</u>
Revenues over (under) expenditures	(206,645,447)	(84,150,452)	(23,154,917)	(107,305,369)
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	11,171,970	10,430,981	741,000	11,171,981
Transfers to water fund	(985,770)	(985,770)	-	(985,770)
Future capital projects	(1,352,567)	-	-	-
Appropriated fund balance	1,783,497	-	-	-
Total other financing sources (uses)	<u>206,645,447</u>	<u>205,473,528</u>	<u>741,000</u>	<u>206,214,528</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ 121,323,076</u>	<u>\$ (22,413,917)</u>	<u>\$ 98,909,159</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WASTEWATER FUND (NON-GAAP)
FEBRUARY 28, 2022

	Wastewater Fund	Wastewater Capital Projects	Total
Current Assets:			
Cash and cash equivalents/investments	\$ 41,603,260	\$ 2,686,769	\$ 44,290,029
Restricted cash	5,278,925	6,399,219	11,678,144
Interest receivable	7,035	269	7,304
Receivables and special assessments, net	6,529,713	-	6,529,713
Due from other governmental agencies	298,851	157,293	456,144
Inventories	153,420	-	153,420
Total current assets	<u>53,871,204</u>	<u>9,243,550</u>	<u>63,114,754</u>
Current Liabilities:			
Accounts payable and other liabilities	11,030,431	356,114	11,386,545
Interest payable	1,009,778	-	1,009,778
Prepaid fees	129,711	-	129,711
Current portion of debt	11,589,722	-	11,589,722
Total current liabilities	<u>23,759,642</u>	<u>356,114</u>	<u>24,115,756</u>
Expendable net position	30,111,562	8,887,436	38,998,998
Noncurrent Items:			
Non-depreciable capital assets	45,682,075	-	45,682,075
Depreciable capital assets, net	215,289,193	-	215,289,193
Deferred outflow	2,982,563	-	2,982,563
Net pension liability	(1,174,529)	-	(1,174,529)
Compensated absences	(216,401)	-	(216,401)
Total other post-employment liability	(8,398,248)	-	(8,398,248)
Non-current portion of debt	(104,877,832)	-	(104,877,832)
Deferred inflow	(811,089)	-	(811,089)
Total net position	<u>\$ 178,587,294</u>	<u>\$ 8,887,436</u>	<u>\$ 187,474,730</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
 ACTUAL - WASTEWATER FUND (NON-GAAP)
 FOR THE PERIOD ENDED FEBRUARY 28, 2022 AND THE YEAR ENDED JUNE 30, 2021
 WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>February 28, 2022</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2021</u>	<u>February 28, 2021</u>
Revenues:							
User charges	\$ 28,330,761	\$ 29,166,761	\$ 26,760,852	\$ (2,405,909)	92%	\$ 37,123,956	\$ 20,194,569
Investment earnings	20,000	20,000	13,339	(6,661)	67%	23,804	16,897
Restricted intergovernmental	-	-	-	-	na	25,254	24,052
Other	104,000	104,000	136,241	32,241	131%	300,541	193,429
Total revenues	<u>28,454,761</u>	<u>29,290,761</u>	<u>26,910,432</u>	<u>(2,380,329)</u>	92%	<u>37,473,555</u>	<u>20,428,947</u>
Expenditures:							
Salaries	3,389,151	3,393,165	2,101,428	1,291,737	62%	2,888,778	2,032,134
Fringe benefits	1,553,796	1,547,523	974,271	573,252	63%	1,308,719	913,906
Operating expenditures	4,772,678	5,742,601	3,390,181	2,352,420	59%	4,493,558	2,599,861
Repairs and maintenance	2,327,000	2,343,509	1,040,772	1,302,737	44%	2,117,757	1,368,319
Capital outlay	3,333,000	4,780,350	1,788,560	2,991,790	37%	2,747,367	1,393,262
Debt Service:							
Principal	10,918,002	10,918,002	1,739,848	9,178,154	16%	12,391,786	662,650
Interest	4,149,247	4,149,247	2,081,216	2,068,031	50%	4,591,276	2,298,705
Total expenditures	<u>30,442,874</u>	<u>32,874,397</u>	<u>13,116,276</u>	<u>19,758,121</u>	40%	<u>30,539,241</u>	<u>11,268,837</u>
Revenues over (under) expenditures	(1,988,113)	(3,583,636)	13,794,156	17,377,792	-385%	6,934,314	9,160,110
Other Financing Sources (Uses):							
Transfer to wastewater capital project	(1,661,020)	(2,667,143)	(2,667,143)	-	100%	(618,809)	(618,809)
Transfer from wastewater capital project	375,000	375,000	190,985	(184,015)	51%	1,128,000	1,085,020
Transfer from Special Revenue Fund	-	142,500	-	(142,500)	0%	-	-
Claims settlement	-	(339,227)	(339,227)	-	100%	(10,291,934)	-
Appropriated net position	3,274,133	6,072,506	-	(6,072,506)	0%	-	-
Total other fin. sources (uses)	<u>1,988,113</u>	<u>3,583,636</u>	<u>(2,815,385)</u>	<u>(6,399,021)</u>	-79%	<u>(9,782,743)</u>	<u>466,211</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,978,771</u>	<u>\$ 10,978,771</u>		<u>\$ (2,848,429)</u>	<u>\$ 9,626,321</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
WASTEWATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED FEBRUARY 28, 2022**

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	\$ 2,852,818	\$ -	\$ -	\$ -
Assessments	557,053	557,052	-	557,052
SAD interest and penalties	99,017	102,512	-	102,512
Investment earnings	169,754	169,852	710	170,562
Investment earnings-debt proceeds	-	418,862	790	419,652
West Brunswick Regional WWTP Southport Contribution	2,630,000	-	-	-
Total revenues	<u>6,308,642</u>	<u>1,248,278</u>	<u>1,500</u>	<u>1,249,778</u>
Expenditures:				
WBRWWTF Expansion Southport	2,630,000	1,580,659	119,909	1,700,568
NEBRWWTP Expansion	45,714,971	36,134,721	4,946,460	41,081,181
NEBRWWTP East Transmission Main	3,616,997	3,180,855	150,618	3,331,473
NEBRWWTP WestTransmission Main	2,891,839	2,529,722	103,180	2,632,902
Ocean Ridge Reclaimed Water Main	125,800	45,100	25,500	70,600
Sea Trail WWTP	147,000	53,840	40,945	94,785
Navassa Wastewater System Rehabilitation	2,852,818	15,000	61,496	76,496
Total expenditures	<u>57,979,425</u>	<u>43,539,897</u>	<u>5,448,108</u>	<u>48,988,005</u>
Revenues over (under) expenditures	(51,670,783)	(42,291,619)	(5,446,608)	(47,738,227)
Other Financing Sources (Uses):				
Long term debt issued	44,980,000	44,980,000	-	44,980,000
Bond premium	7,243,807	7,243,806	-	7,243,806
Transfer from wastewater fund	8,734,785	6,067,646	2,667,143	8,734,789
Transfer to wastewater fund	(8,998,274)	(8,668,274)	(190,985)	(8,859,259)
Future capital projects	(4,470,131)	-	-	-
Appropriated fund balance	4,180,596	-	-	-
Total other financing sources (uses)	<u>51,670,783</u>	<u>49,623,178</u>	<u>2,476,158</u>	<u>52,099,336</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ 7,331,559</u>	<u>\$ (2,970,450)</u>	<u>\$ 4,361,109</u>

Cash and Investments

A Summary of Cash and Investments is presented on the Brunswick County Government website as of February 28, 2022. It reports that the County had \$336.5 million of unrestricted cash and investments in all funds including those accruing for outside agencies that the county performs collections plus \$130.9 million of capital project restricted cash from debt proceeds. All cash and investments are earning an average yield of 0.04%.

BRUNSWICK COUNTY
SUMMARY OF CASH AND INVESTMENTS
AS OF FEBRUARY 28, 2022

	Purchase Date	Maturity Date	Book Value	Total Book Value	% of Portfolio	Yield
Unrestricted Cash and Investments						
Checking & Petty Cash						
Petty Cash			\$ 6,400			0.00%
BB&T			73,883,353			0.00%
Total Checking & Petty Cash				\$ 73,889,753	16%	
Money Markets / Savings						
BB&T Money Rate Savings			168,638,423			0.07%
JP Morgan Chase Savings			10,003,935			0.05%
SunTrust Money Market			5,063,786			0.01%
Total Money Markets / Savings				\$ 183,706,144	39%	
Certificates of Deposit / CDARS						
First Bank	3/28/21	9/28/22	21,223,895			0.30%
Total Certificates of Deposit / CDARS				\$ 21,223,895	5%	
NC Capital Management Trust - Government Portfolio				\$ 57,689,573	12%	0.01%
Total Unrestricted Cash and Investments				\$ 336,509,366		
Restricted Cash and Investments						
Bond Proceeds & Debt Reserve Fund						
NC Capital Management Trust-Government Portfolio			\$ 117,843,070		25%	0.01%
BB&T 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			11,501,013		2%	0.00%
Total Restricted Cash and Investments				\$ 130,902,529		
Grand Total All Cash and Investments				\$ 467,411,894	101%	0.04%

Cash Balances:

General Fund	\$ 159,312,630
County Capital Reserve Fund	41,174,880
School Capital Projects Fund	18,074,972
Water Fund	48,023,785
Water Capital Reserve Fund	1,397,386
Wastewater Fund	41,603,259
Wastewater Capital Reserve Fund	4,958,913

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 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	305,329	377,089	414,438	297,635	401,391		156,196	-61%	
Aug	324,296	420,293	345,102	270,439	176,083		123,100	-30%	
Sept	262,164	419,816	269,452	205,209	197,004		76,789	-61%	
Oct	208,607	207,830	315,241	168,570	168,939		558,293	230%	
Nov	207,774	235,025	244,032	268,715	198,542		138,898	-30%	
Dec	46,595	203,220	412,058	190,359	287,344		154,099	-46%	
Jan	305,760	189,817	214,920	293,817	213,357		136,703	-36%	
Feb	427,181	337,199	258,244	317,056	263,765		171,058	-35%	
Mar	370,146	378,028	288,344	194,186	669,482				
Apr	296,216	307,480	155,194	168,582	502,933				
May	260,659	218,586	135,962	122,872	151,238				
June	490,189	257,695	167,843	155,982	136,142				
Total	3,504,916	3,552,078	3,220,830	2,653,422	3,366,220	2,200,000	1,515,136		69%

CURRENT YEAR AD VALOREM TAX REVENUE									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	141,121	5,141,356	7,655,126	8,464,387	11,426,822		15,056,407	32%	
Aug	15,853,299	14,003,220	13,213,303	15,145,908	14,811,590		16,051,515	8%	
Sept	6,433,818	6,763,894	5,259,838	7,225,241	9,666,084		9,106,994	-6%	
Oct	9,896,672	17,631,294	10,487,256	12,078,923	6,344,889		5,442,700	-14%	
Nov	23,944,507	17,678,530	28,069,669	30,675,338	37,436,947		41,436,883	11%	
Dec	24,416,021	20,728,131	19,916,780	28,966,741	28,595,685		27,571,885	-4%	
Jan	23,377,586	26,045,100	26,931,609	23,866,807	22,854,561		22,239,840	-3%	
Feb	2,086,134	2,100,604	2,490,412	2,522,834	2,696,145		2,815,008	4%	
Mar	957,399	928,997	1,078,484	795,566	1,191,240				
Apr	466,309	533,520	572,320	440,218	643,060				
May	341,102	588,170	331,238	377,697	255,033				
June	560,206	396,426	261,232	387,011	251,167				
Total	108,474,174	112,539,242	116,267,267	130,946,671	136,173,223	138,383,158	139,721,232		101%

CURRENT YEAR MOTOR VEHICLE TAX REVENUE									
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ANNUAL BUDGET 2021-22	ACTUAL 2021-22	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
July	603,858	611,857	671,914	735,512	865,948		876,340	1%	
Aug	657,269	652,753	723,623	697,838	792,070		935,244	18%	
Sept	579,331	542,846	448,121	540,459	837,937		862,853	3%	
Oct	507,568	544,226	666,358	707,908	822,381		857,819	4%	
Nov	471,246	499,198	576,498	706,266	633,461		768,089	21%	
Dec	464,226	501,030	543,041	675,364	746,091		760,090	2%	
Jan	523,460	557,142	685,653	729,042	785,852		827,015	5%	
Feb	485,610	572,728	600,556	632,979	746,426				
Mar	654,797	631,825	665,643	668,762	895,846				
Apr	550,623	624,293	676,850	600,272	828,566				
May	595,819	634,860	709,996	640,499	763,799				
June	627,536	651,911	709,693	691,320	902,685				
Total	6,721,343	7,024,669	7,677,946	8,026,221	9,621,062	7,517,500	5,887,450		78%

County of Brunswick
Local Option Sales Tax Revenues

ARTICLE 39 SALES TAX REVENUE 1% (POINT OF DELIVERY) (100000-323100)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	CY Actual % Change of Same PY Month	% of ANNUAL
Month	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22		BUDGET
July	986,394	1,049,718	1,252,130	1,373,725	1,553,767		1,829,967	18%	
Aug	1,224,865	1,289,737	1,329,792	1,425,459	1,612,392		2,035,059	26%	
Sept	952,042	978,445	938,675	1,173,168	1,328,479		1,581,054	19%	
Oct	752,088	864,937	680,715	734,132	1,191,688		1,133,627	-5%	
Nov	635,873	767,798	871,829	935,348	1,090,992		1,289,847	18%	
Dec	626,293	698,356	576,321	790,721	1,048,030		1,235,291	18%	
Jan	436,031	558,342	775,353	820,652	778,802				
Feb	613,865	613,581	755,861	773,827	1,049,687				
Mar	588,222	547,868	746,104	759,800	963,956				
Apr	815,552	800,559	917,784	910,261	1,396,420				
May	837,814	794,102	966,306	892,802	1,414,226				
June	833,600	910,785	1,041,564	1,186,228	1,535,496				
Total	9,302,639	9,874,229	10,852,434	11,776,122	14,963,935	13,525,506	9,104,845		67%
ARTICLE 40 SALES TAX REVENUE 1/2% (PER CAPITA) 30% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE (100000-323201,323202)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	CY Actual % Change of Same PY Month	% of ANNUAL
Month	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22		BUDGET
July	594,375	631,075	703,995	750,371	858,173		998,072	16%	
Aug	517,985	596,047	601,502	712,368	808,739		974,190	20%	
Sept	577,305	597,606	646,891	734,652	767,789		874,251	14%	
Oct	551,928	614,008	639,392	704,618	813,391		872,448	7%	
Nov	544,444	562,350	635,351	731,594	796,614		868,219	9%	
Dec	583,254	636,108	692,311	725,423	832,617		933,293	12%	
Jan	667,322	699,734	736,094	769,355	948,734				
Feb	477,316	527,845	561,192	627,025	800,730				
Mar	512,277	512,954	577,546	636,198	668,723				
Apr	625,842	658,044	749,898	721,696	959,211				
May	588,735	607,640	697,346	625,357	897,180				
June	550,848	660,846	722,096	717,955	895,965				
Total	6,791,631	7,304,257	7,963,614	8,456,612	10,047,866	9,471,405	5,520,473		58%
ARTICLE 42 SALES TAX REVENUE 1/2% (POINT OF DELIVERY) (APPROXIMATELY 60% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE) (100000-323301, 323302)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	CY Actual % Change of Same PY Month	% of ANNUAL
Month	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22		BUDGET
July	631,292	673,530	789,002	860,370	977,927		1,152,200	18%	
Aug	711,398	766,949	788,633	868,474	986,372		1,234,716	25%	
Sept	610,962	631,968	632,656	767,824	851,555		1,004,721	18%	
Oct	514,766	588,455	517,955	565,888	808,230		807,127	0%	
Nov	464,016	527,365	599,197	662,923	757,703		875,087	15%	
Dec	471,285	522,056	488,465	597,475	750,922		872,924	16%	
Jan	415,344	482,885	591,453	625,627	674,196				
Feb	430,959	448,839	522,450	556,763	742,219				
Mar	430,745	414,149	525,003	553,242	657,337				
Apr	569,042	575,072	658,475	650,981	947,531				
May	566,462	554,566	661,360	608,865	933,024				
June	551,091	622,799	701,865	769,351	987,088				
Total	6,367,362	6,808,632	7,476,514	8,087,784	10,074,104	9,058,318	5,946,775		66%

Note: Sales Taxes are 2 months behind in reporting.

**County of Brunswick
Occupancy Tax Revenues**

Occupancy Tax County and Municipal (104930-327000 and -327001)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
Month	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22		
July	427,339	354,812	458,624	431,392	294,802		361,370	23%	
Aug	281,756	302,684	78,606	242,265	468,661		777,338	66%	
Sept	52,634	206,775	335,404	215,488	261,168		296,598	14%	
Oct	105,459	41,724	71,490	71,643	117,150		221,412	89%	
Nov	35,359	49,419	37,420	52,189	124,681		97,620	-22%	
Dec	29,523	25,730	52,499	40,899	41,634		73,178	76%	
Jan	23,088	29,151	33,004	36,395	52,627		104,408	98%	
Feb	21,918	31,404	36,711	40,439	75,053				
Mar	33,329	41,682	48,766	24,387	108,028				
Apr	75,775	80,581	60,920	19,599	148,504				
May	99,108	110,150	138,430	74,613	266,926				
June	273,477	320,356	376,807	418,691	377,840				
Total	1,458,765	1,594,467	1,728,681	1,667,999	2,337,074	2,600,000	1,931,924		74%

**County of Brunswick
Water Fund Revenues**

WATER RETAIL SALES REVENUE (617110-371316)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	CY Actual % Change of Same PY Month	% of ANNUAL
Month	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22		BUDGET
July	474,405	469,373	505,818	591,725	523,514		638,302	22%	
Aug	585,205	598,346	550,056	600,391	670,354		619,526	-8%	
Sept	552,130	509,091	483,455	557,746	602,195		601,695	0%	
Oct	455,542	436,731	468,436	505,182	545,696		579,452	6%	
Nov	356,558	400,272	395,448	547,927	473,672		497,307	5%	
Dec	358,875	401,470	360,250	412,440	448,165		475,329	6%	
Jan	326,617	330,727	345,037	396,758	392,757		414,258	5%	
Feb	322,884	424,539	344,991	383,230	399,325		598,746	50%	
Mar	318,405	338,275	368,390	330,184	370,313				
Apr	317,943	323,228	295,003	349,132	377,533				
May	407,205	404,362	397,617	405,038	485,547				
June	481,962	458,544	576,215	457,978	672,352				
Total	4,957,731	5,094,958	5,090,716	5,537,731	5,961,423	7,500,000	4,424,615		59%

IRRIGATION REVENUE (617110-371319)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	CY Actual % Change of Same PY Month	% of ANNUAL
Month	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22		BUDGET
July	274,655	303,891	272,157	499,622	377,696		594,454	57%	
Aug	391,161	364,814	318,911	553,720	382,832		509,510	33%	
Sept	402,057	341,474	241,677	540,455	472,949		444,272	-6%	
Oct	312,823	245,944	316,475	468,263	425,114		491,882	16%	
Nov	170,875	230,786	171,308	480,292	318,977		403,743	27%	
Dec	79,215	194,433	137,776	288,809	236,541		278,462	18%	
Jan	53,423	75,964	44,935	54,445	78,562		94,617	20%	
Feb	17,281	42,193	12,900	21,440	51,705		50,000	-3%	
Mar	23,304	26,984	10,834	15,547	14,079				
Apr	33,613	25,042	20,209	25,833	25,970				
May	111,147	80,405	91,368	136,556	178,763				
June	294,456	171,484	547,092	179,548	747,018				
Total	2,164,010	2,103,414	2,185,642	3,264,530	3,310,206	3,500,000	2,866,940		82%

WATER WHOLESALE REVENUE (617110-371317)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	CY Actual % Change of Same PY Month	% of ANNUAL
Month	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22		BUDGET
July	549,891	502,369	648,595	706,223	680,405		700,573	3%	
Aug	662,991	739,238	657,834	829,608	788,526		779,585	-1%	
Sept	593,390	580,350	714,447	714,837	656,650		685,362	4%	
Oct	467,518	439,291	391,422	624,590	614,944		636,257	3%	
Nov	315,869	468,542	452,905	597,115	547,120		582,970	7%	
Dec	329,525	415,210	401,300	420,180	437,859		458,037	5%	
Jan	271,848	461,637	300,896	378,791	378,543		407,354	8%	
Feb	293,671	254,055	329,861	346,753	352,029		693,466	97%	
Mar	257,119	297,083	304,562	320,726	322,327				
Apr	315,449	374,571	356,824	391,888	413,198				
May	381,741	399,036	442,050	463,838	577,579				
June	723,529	625,328	794,773	582,778	862,466				
Total	5,162,541	5,556,710	5,795,469	6,377,327	6,631,646	6,900,000	4,943,604		72%

**County of Brunswick
Water Fund Revenues**

WATER INDUSTRIAL REVENUE (617110-371318)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	CY Actual % Change of Same PY Month	% of ANNUAL
Month	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22		BUDGET
July	193,363	171,810	220,490	189,253	182,261		132,784	-27%	
Aug	176,628	242,014	216,454	206,096	203,154		139,641	-31%	
Sept	177,912	227,218	234,523	206,417	175,903		144,874	-18%	
Oct	141,672	208,907	112,229	184,682	196,762		141,426	-28%	
Nov	153,071	213,605	190,551	215,263	196,202		137,448	-30%	
Dec	140,427	181,314	194,601	133,730	183,074		134,226	-27%	
Jan	156,917	209,780	129,208	75,047	195,035		155,502	-20%	
Feb	144,230	145,744	169,457	330,804	173,101		231,392	34%	
Mar	163,680	162,151	160,850	125,412	160,942				
Apr	153,967	200,376	138,655	203,438	160,584				
May	125,676	182,242	171,195	187,763	144,910				
June	126,581	250,422	166,681	187,056	89,875				
Total	1,854,124	2,395,583	2,104,894	2,244,961	2,061,803	1,400,000	1,217,293		87%
WATER BASE SERVICE CHARGE REVENUE (617110-371308)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	CY Actual % Change of Same PY Month	% of ANNUAL
Month	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22		BUDGET
July	470,153	487,562	504,765	525,317	546,494		575,137	5%	
Aug	475,932	489,608	507,711	524,696	459,642		575,421	25%	
Sept	476,892	490,840	508,083	526,261	640,453		578,955	-10%	
Oct	476,516	493,066	512,632	528,995	553,211		581,069	5%	
Nov	475,832	494,282	512,064	526,349	554,711		583,483	5%	
Dec	477,375	495,252	513,738	529,100	553,984		585,704	6%	
Jan	480,043	496,679	514,422	529,586	557,207		588,030	6%	
Feb	481,021	498,450	515,996	525,462	561,584		782,609	39%	
Mar	483,538	501,888	517,084	540,691	563,664				
Apr	482,955	500,982	518,320	536,522	563,388				
May	485,236	505,223	521,211	541,995	568,672				
June	506,112	522,511	542,329	565,179	600,089				
Total	5,771,605	5,976,343	6,188,355	6,400,153	6,723,099	7,900,000	4,850,408		61%
IRRIGATION BASE SERVICE CHARGE REVENUE (617110-371321)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	CY Actual % Change of Same PY Month	% of ANNUAL
Month	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22		BUDGET
July	-	-	-	-	-		-		
Aug	-	-	-	-	-		-		
Sept	-	-	-	-	-		-		
Oct	-	-	-	-	-		-		
Nov	-	-	-	-	-		-		
Dec	-	-	-	-	-		-		
Jan	-	-	-	-	-		-		
Feb	-	-	-	-	-		64,611		
Mar	-	-	-	-	-				
Apr	-	-	-	-	-				
May	-	-	-	-	-				
June	-	-	-	-	-				
Total	-	-	-	-	-	-	64,611		#DIV/0!

**County of Brunswick
Water Fund Revenues**

WATER TAPS AND CONNECTION REVENUE (617180-371305)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	CY Actual % Change of Same PY Month	% of ANNUAL
Month	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22		BUDGET
July	79,919	83,631	98,990	92,524	104,217		153,239	47%	
Aug	73,809	104,621	97,268	83,810	136,856		104,490	-24%	
Sept	69,412	81,193	43,844	82,803	115,699		128,425	11%	
Oct	60,061	91,599	86,568	94,890	112,961		144,645	28%	
Nov	77,525	99,482	73,282	73,114	119,892		114,000	-5%	
Dec	59,843	54,196	61,096	83,464	95,350		161,592	69%	
Jan	63,308	74,470	88,359	75,364	162,630		189,977	17%	
Feb	88,268	65,659	111,682	140,452	99,798		220,811	121%	
Mar	89,333	143,953	103,540	89,886	131,460				
Apr	76,900	79,001	120,681	55,484	197,615				
May	86,057	97,222	105,635	64,074	165,457				
June	88,308	88,973	106,785	64,804	244,050				
Prior Year's Adj				(160,000)					
Total	912,743	1,064,000	1,097,730	1,000,669	1,685,985	1,712,500	1,217,179		71%
WATER CAPITAL RECOVERY REVENUE (619100-371404)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	CY Actual % Change of Same PY Month	% of ANNUAL
Month	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22		BUDGET
July	82,430	82,749	167,036	121,501	137,818		115,147	-16%	
Aug	87,643	120,522	155,663	85,320	103,863		86,778	-16%	
Sept	137,586	114,051	45,363	85,192	119,232		200,990	69%	
Oct	53,152	83,126	89,233	187,338	100,884		234,397	132%	
Nov	89,642	128,155	84,568	81,404	125,863		151,864	21%	
Dec	49,323	40,491	65,826	98,693	141,178		209,879	49%	
Jan	53,168	70,156	80,237	212,681	195,284		285,479	46%	
Feb	80,368	43,033	108,298	126,263	152,086		269,534	77%	
Mar	83,957	142,979	126,088	144,952	315,248				
Apr	191,678	78,156	136,336	54,925	247,599				
May	110,980	93,189	108,079	53,432	198,315				
June	89,349	111,500	112,809	173,356	296,071				
Total	1,109,276	1,108,107	1,279,536	1,425,057	2,133,441	688,000	1,554,068		226%
WATER TRANSMISSION LINE REVENUE (619800-371309)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	CY Actual % Change of Same PY Month	% of ANNUAL
Month	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22		BUDGET
July	29,279	34,402	55,946	39,806	51,532		39,887	-23%	
Aug	24,946	42,390	39,850	31,354	39,432		29,456	-25%	
Sept	31,882	42,063	18,567	31,475	44,492		70,088	58%	
Oct	26,858	33,713	35,876	65,131	38,196		79,399	108%	
Nov	37,187	52,512	32,990	29,678	46,531		51,324	10%	
Dec	25,429	23,427	25,114	36,150	47,704		71,221	49%	
Jan	25,978	28,493	36,370	77,458	64,031		96,438	51%	
Feb	35,550	24,480	44,692	58,888	51,372		91,091	77%	
Mar	36,122	53,897	41,813	54,147	106,302				
Apr	28,496	33,669	50,545	23,926	83,656				
May	30,911	35,926	38,462	23,723	67,045				
June	29,625	40,209	40,830	63,536	99,226				
Total	362,263	445,181	461,055	535,272	739,519	232,000	528,904		228%

**County of Brunswick
Wastewater Fund Revenues**

WASTEWATER RETAIL SALES REVENUE (627210-371405)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	CY Actual % Change of Same PY Month	% of ANNUAL
Month	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22		BUDGET
July	791,640	805,054	872,549	1,033,355	1,178,919		1,301,977	10%	
Aug	874,819	933,343	918,675	1,063,547	1,153,679		1,208,219	5%	
Sept	837,178	835,710	889,327	1,038,172	1,143,466		1,212,544	6%	
Oct	773,191	813,375	848,410	1,016,846	1,105,444		1,210,002	9%	
Nov	735,391	792,739	834,354	1,120,192	1,062,364		1,151,381	8%	
Dec	753,597	801,946	827,199	839,603	1,067,872		1,116,741	5%	
Jan	739,484	778,549	823,964	982,576	1,028,993		1,108,287	8%	
Feb	740,280	835,392	825,743	957,436	1,052,992		1,108,418	5%	
Mar	747,301	776,766	823,196	939,142	1,058,857				
Apr	744,239	786,370	825,562	963,854	1,046,991				
May	765,249	826,002	940,447	968,081	1,084,887				
June	834,436	905,605	1,157,941	1,126,957	1,302,838				
Total	9,336,805	9,890,851	10,587,367	12,049,761	13,287,302	13,276,000	9,417,569		71%

WASTEWATER TAPS & CONNECTIONS REVENUE (627220-371402)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	CY Actual % Change of Same PY Month	% of ANNUAL
Month	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22		BUDGET
July	76,350	108,000	216,000	227,406	262,361		301,000	15%	
Aug	152,000	133,000	202,100	158,000	199,361		200,650	1%	
Sept	84,450	95,750	80,000	133,000	187,027		453,500	142%	
Oct	95,775	185,275	156,000	221,000	151,600		298,000	97%	
Nov	136,000	210,480	92,000	104,575	214,583		232,000	8%	
Dec	109,000	84,000	131,900	252,000	267,888		285,500	7%	
Jan	117,775	113,840	209,000	163,712	317,301		561,000	77%	
Feb	164,450	97,250	121,000	236,980	306,000		565,000	85%	
Mar	103,050	276,486	205,000	144,478	196,958				
Apr	104,000	168,614	156,000	195,285	409,525				
May	110,545	140,000	218,658	163,993	394,000				
June	189,500	132,000	224,000	109,800	283,084				
Total	1,442,895	1,744,695	2,011,658	2,110,229	3,189,688	2,160,000	2,896,650		134%

WASTEWATER CAPITAL RECOVERY REVENUE (629100-371404)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	CY Actual % Change of Same PY Month	% of ANNUAL
Month	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22		BUDGET
July	185,127	219,750	452,432	262,301	403,076		535,573	33%	
Aug	131,836	402,208	287,165	242,580	324,206		328,016	1%	
Sept	183,719	337,302	120,331	206,331	365,057		528,580	45%	
Oct	205,927	268,123	269,318	548,140	294,779		673,369	128%	
Nov	270,061	392,249	125,062	226,861	398,706		372,000	-7%	
Dec	154,451	186,084	173,249	261,012	363,938		510,001	40%	
Jan	196,396	218,124	289,652	230,092	522,147		836,727	60%	
Feb	214,802	134,813	320,135	405,333	372,289		793,311	113%	
Mar	233,802	411,900	296,269	414,943	480,805				
Apr	210,136	271,541	355,535	158,173	621,016				
May	205,427	313,000	274,019	139,759	549,395				
June	214,635	259,250	276,101	168,900	865,519				
Total	2,406,319	3,414,344	3,239,268	3,264,425	5,560,933	600,000	4,577,577		763%

**County of Brunswick
Wastewater Fund Revenues**

WASTEWATER TRANSMISSION LINE FEES (629800-371309)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	CY Actual % Change of Same PY Month	% of ANNUAL BUDGET
Month	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22		
July	60,709	69,520	149,044	86,684	130,012		184,673	42%	
Aug	44,611	104,289	90,413	73,566	101,360		107,681	6%	
Sept	59,236	107,773	39,518	64,381	120,738		241,031	100%	
Oct	66,644	75,363	86,302	180,566	94,263		216,268	129%	
Nov	83,049	122,632	39,649	74,453	130,869		121,212	-7%	
Dec	47,819	52,692	54,696	91,528	119,197		170,830	43%	
Jan	67,463	68,707	95,136	75,597	174,506		277,306	59%	
Feb	68,932	49,027	104,837	199,392	124,639		265,516	113%	
Mar	77,931	133,296	97,992	138,568	157,783				
Apr	61,376	83,511	121,059	51,437	205,472				
May	61,474	98,665	91,916	46,534	181,950				
June	68,211	78,581	88,282	60,775	274,391				
Total	767,455	1,044,056	1,058,844	1,143,481	1,815,180	200,000	1,584,517		792%

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	Change
July	38,912	40,199	41,676	42,979	44,682	47,397	270
Aug	39,036	40,345	41,855	43,169	45,244	47,622	225
Sept	39,155	40,518	41,896	43,258	45,380	47,829	207
Oct	39,238	40,581	41,973	43,338	45,517	48,033	204
Nov	39,338	40,758	42,186	43,460	45,726	48,207	174
Dec	39,466	40,908	42,291	43,632	45,914	48,387	180
Jan	39,573	40,982	42,379	43,703	46,090	48,689	302
Feb	39,690	41,094	42,466	44,122	46,277		
Mar	39,736	41,248	42,481	44,248	46,412		
Apr	39,894	41,365	42,647	44,345	46,675		
May	39,998	41,402	42,725	44,443	46,872		
June	40,101	41,557	42,934	44,583	47,127		
Average	39,511	40,913	42,292	43,773	45,993	48,023	1,562

NUMBER OF WASTEWATER RETAIL CUSTOMERS							
Month	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	Change
July	15,862	16,695	17,861	18,822	19,904	21,611	137
Aug	15,878	16,758	17,925	18,930	20,383	21,721	110
Sept	15,940	16,908	18,011	19,004	20,475	21,872	151
Oct	16,014	17,017	18,023	19,040	20,569	22,150	278
Nov	16,070	17,026	18,083	19,157	20,648	22,264	114
Dec	16,157	17,193	18,145	19,215	20,758	22,373	109
Jan	16,235	17,241	18,206	19,242	20,848	22,512	139
Feb	16,295	17,300	18,331	19,551	21,009		
Mar	16,371	17,471	18,449	19,647	21,116		
Apr	16,506	17,549	18,681	19,721	21,199		
May	16,537	17,675	18,741	19,785	21,255		
June	16,579	17,719	18,816	19,825	21,474		
Average	16,204	17,213	18,273	19,328	20,803	22,072	1,038



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

Action Item # V. - 10.

From:
Catherine Lytch

Health and Human Services - Public Housing: Request to
Schedule a Public Hearing

Issue/Action Requested:

Request that the Board of Commissioners reschedule the public hearing scheduled for April 18, 2022 to May 16, 2022 to hear any comments or suggestions on the Public Housing Agency goals, objectives and policies.

Background/Purpose of Request:

The Department of Housing and Urban Development (HUD) requires each Public Housing Agency (PHA) to annually hold a public hearing regarding the agency' s goals, objectives and policies and invite the public to comment. HUD considers the annual public hearing essential to PHAs in determining whether changes to goals, objectives and policies are needed. Staff requests that the Board of Commissioners set a public hearing on May 16, 2022 to receive feedback on the agencies goals, objectives and policies.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners reschedule the public hearing scheduled for April 18, 2022 to May 16, 2022 to hear any comments or suggestions on the Public Housing Agency goals, objectives and policies.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

Action Item # V. - 11.

From:
Stephanie Lewis, Operation Services
Director

Issue/Action Requested:

Request that the Board of Commissioners consider approval of the request for demolition of the Tri-Beach Volunteer Fire Department's fire station.

Background/Purpose of Request:

The Tri-Beach Volunteer Fire Station is located at 854 Sabbath Home Road SW, Supply, NC and is currently deeded to Tri-Beach Volunteer Fire Department, Inc. The Tri-Beach Volunteer Fire Department Inc.'s Fire Chief has requested Brunswick County's assistance with the demolition of the fire station. This project is estimated to cost \$101,995 for in-house costs (labor, equipment and waived tipping fees at the landfill).

Tri-Beach Volunteer Fire Department receives public funding for operations from Brunswick County Fire Fees through a fire services agreement with Brunswick County. These fees are paid by the property owners of Brunswick County and are collected similar to property taxes.

If the request is approved, Tri-Beach Volunteer Fire Department, Inc. will be required to sign an agreement in a form approved by the County Attorney.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners consider approval of the request for demolition of the Tri-Beach Volunteer Fire Department's fire station.

ATTACHMENTS:

Description

- Letter From Tri-Beach Fire Department

TRI-BEACH VOLUNTEER FIRE DEPARTMENT

Roy D. Todd, Jr.
Chief

854 SABBATH HOME ROAD SW
SUPPLY NC 28462
Phone (910) 842-2333

William C. Todd
Deputy Chief

To: Stephanie Lewis

From: Douglas Todd, Fire Chief

Date: February 9, 2022

Reference: Fire Station Demolition

On behalf of the Board of Directors and members of the Tri-Beach Volunteer Fire Department, I would like to request the county's assistance with demolishing and disposing of our fire station located at 854 Sabbath Home Road. The demolition is necessary to facilitate the construction of a new building at this location. This fire station was originally built in 1968 and serves as our fire headquarters as well as housing Medic 1 from Brunswick County EMS. The station plays an important role in protecting the citizens and visitors in the area. This project was officially started back in 2020 and since that time the cost of construction has risen significantly and is currently 13% higher than the initial cost estimate. We would appreciate any assistance that you may be able to provide us to keep the project moving forward.

A handwritten signature in cursive script that reads "Douglas Todd".

Douglas Todd, Fire Chief



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

Action Item # V. - 12.

From:
Elizabeth Bynum

Sheriff's Office - 911 Center Phone System Contract Extension

Issue/Action Requested:

Request that the Board of Commissioners approve a third extension of the existing 911 Center Phone System agreement with ePlus Group, Inc. for six months, maintaining the current monthly rate in the state 911 budget 224376.

Background/Purpose of Request:

Request that the Board of Commissioners approve an extension of the existing 911 Center Phone System agreement with ePlus Group, Inc. for six months, maintaining the current monthly rate in the state 911 budget 224376 of \$8,934.09. The extension is to help prepare for an entire hardware refresh that's needed and requested in the FY22 budget request, but facing delays due to the ongoing pandemic and other delays with logistics.

Fiscal Impact:

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

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve a third extension of the existing 911 Center Phone System agreement with ePlus Group, Inc. for six months, maintaining the current monthly rate in the state 911 budget 224376.

ATTACHMENTS:

Description

- Third Extension Agreement

THIRD EXTENSION AGREEMENT
TO SCHEDULE NO. 1 TO
MASTER LEASE AGREEMENT NCM140
DATED AS OF July 30, 2015
BETWEEN EPLUS GROUP, INC. AS LESSOR
AND COUNTY OF BRUNSWICK
AS LESSEE

Effective May 9, 2022 the parties hereto agree to further extend Schedule No. 1 (hereinafter referred to as the "Schedule") to the above-referenced Master Lease as follows:

1. The term of the Schedule has been extended for an additional six (6) months from the present maturity date of May 9, 2022 to a new maturity date of November 9, 2022 (hereinafter referred to as the "Third Extension Period").
2. The first payment during the Third Extension Period shall be due on May 9, 2022 and subsequent payments shall be due on the same day of each month thereafter with the last payment being due October 9, 2022.
3. The Monthly Rent during the Third Extension Period shall be \$8,934.09.

All other terms and conditions of the Schedule to the Master Lease Agreement, shall remain in full force and effect as if set forth fully herein. This Third Extension Agreement must be executed by an authorized individual, and returned to Lessor by April 1, 2022. If this Third Extension Agreement is not returned by that date, new agreement dates may need to be drafted at the discretion of Lessor.

This Third Extension Agreement 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 Third Extension 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 Third Extension Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Third Extension Agreement to be executed as of this _____ day of March, 2022.

ePlus Group, Inc.
Lessor

County of Brunswick
Lessee

BY: Jason Marsh

BY: _____

NAME: Jason Marsh

NAME: Randy Thompson

TITLE: VP Operations

TITLE: Chairman, Board of Commissioners

ATTEST:

Clerk to the Board

[SEAL]

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

APPROVED AS TO FORM

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

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



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

Action Item # V. - 13.

From: Sheriff's Office -- NCDPS Grant Acceptance
Elizabeth Bynum

Issue/Action Requested:

Request that the Board of Commissioners accept and approve a grant from the North Carolina Department of Public Safety and its associated Memorandum of Agreement in the amount of \$84,269.66.

Background/Purpose of Request:

The Brunswick County Sheriff's Office was among the sheriff's offices identified by NCDPS as eligible for a \$7.5M grant due to the county's population being under 210,000. Once approved, the Sheriff will utilize the funds to purchase equipment and other items allowable under the MOA and provide the necessary quarterly reports to the state to confirm expenditures. Areas of focus include recruitment, traffic safety, and aviation.

Fiscal Impact:

Budget Amendment Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates state revenues of \$84,270 for use in the grant project

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners accept and approve a grant from the North Carolina Department of Public Safety and its associated Memorandum of Agreement in the amount of \$84,269.66.

ATTACHMENTS:

Description

- ☐ MOA
- ☐ Budget Amendment

North Carolina Department of Public Safety
Agreement #BRUNSWICKCO 2021-2023
Brunswick County Sheriff's Office

This Agreement is hereby entered into by and between the Department of Public Safety (the "AGENCY") and Brunswick County by and through the Brunswick County Sheriff's Office (the "RECIPIENT") (referred to collectively as the "Parties"). The RECIPIENT's federal tax identification number is 566000278.

1. EFFECTIVE TERM

This agreement shall be effective starting November 18, 2021 and this agreement shall terminate on June 30, 2023.

2. RECIPIENT'S DUTIES

The RECIPIENT shall provide the services as described below:

The RECIPIENT is authorized to use funds by this agreement for expense incurred in enforcing the law as directed by the NC General Assembly in Session Law 2021-180 (SB-105).

The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in Session Law 2021-180.

The RECIPIENT agrees to use the funds provided to the sheriff's office pursuant to Section 19A.3.(c) shall be a supplemental to and shall not supplant local funding for sheriff's office.

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY. RECIPIENT agrees that it will not reallocate and/or redistribute any overall budget costs that will exceed 10% on any annual basis without first obtaining the express authorization of the AGENCY in writing.

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed \$84,269.66. Attachment A provides scope of work and payment amounts to be paid to RECIPIENT. RECIPIENT agrees to complete all sections of the Quarterly or Periodic Status Report & Accounting (Attachment B) following each quarter, and provide all supporting documentation when the quarterly Accounting is submitted.

The RECIPIENT shall provide the following: W-9/Electronic Payment/Vendor Verification form (09 NCAC 03M.002), Conflict of Interest Statement (N.C.G.S. 143C- 6-23.(b)). and No Overdue Tax Debt Certification (N.C.G.S. 143C-6-23.(c)) to the Agency.

Pursuant to N.C.G.S 143C-6- 8, the RECIPIENT understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

Directed grants to nonprofit organizations are for nonsectarian, nonreligious purposes only (S.L. 2021-180, Sec. 5.2 (b)5). State funds for any one employee of a nonprofit are capped at \$120,000.00 (S.L. 2021-180, Sec. 5.3). Funds shall not revert until June 30, 2023 (S.L. 2021-180, Sec. 5.2).

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in N.C.G.S. 143C-6-22 Use of State funds by non-State and 09 NCAC 03M .0205, Minimum Reporting Requirements for Recipients and Subrecipients.

AGENCY'S DUTIES & PAYMENT PROVISIONS

The AGENCY shall ensure that funds allocated and disbursed per State Budget Director, Charles Perusse, comply with the intent and guidance from the Office of State Budget & Management and ensure compliance with related state statutes and financial management standards.

The AGENCY shall pay the RECIPIENT a total not to exceed \$84,269.66. The appropriation shall be distributed in one payment from North Carolina General Fund for \$84,269.66 and submit to the AGENCY all required documentation. Once the AGENCY is satisfied that the RECIPIENT has provided all the required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to 536613 1100-1170.

3. QUARTERLY STATUS REPORTING

The RECIPIENT agrees to provide quarterly, or 90-day project status reports to be sent electronically from the RECIPIENT to the AGENCY and shall at a minimum include:

- a. Period stating beginning balance of the Project Fund.
 - i. Total expenses disbursed (aggregate totals) by the following project uses:
 - a. Employee Expenses (e.g program related staffing).
 - b. Service and Contract expenses (e.g. utilities, telephone, data, lease related expenses).
 - c. Goods (e.g. supplies and equipment) expenses.
 - d. Administration Expenses (e.g overhead & project management).
 - e. Other expenses (e.g. related charges not assigned above and described by recipient).
 - ii. Period ending balance of the RECIPIENT funding disbursed pursuant to this agreement.
 - iii. A descriptive summary of how the funds were used including outcomes and specific deliverables or accomplishments to date

ATTACHMENT B is a copy of the quarterly status tracking report.

- b. Quarterly project status reports shall be emailed to Nancy Gemma; nancy.gemma@ncdps.gov

4. FUNDS MANAGEMENT

The RECIPIENT agrees that funds paid through this contract shall be accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and grant management system. The RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract. If eligible, the Recipient and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. AGREEMENT ADMINISTRATORS

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For the AGENCY	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Tara Williams-Brown, Controller NC Department of Public Safety 4220 Mail Service Center Raleigh, NC 27699-4220 Telephone: 919-324-1409 Fax: 919-324-6240 Email: tara.williams-brown@ncdps.gov	Tara Williams-Brown, Controller NC Department of Public Safety 2020 Yonkers Road Raleigh, NC 27604 Telephone: 919-324-1409 Fax: 919-324-6240 Email: tara.williams-brown@ncdps.gov

For the RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Steve Stone, County Manager Aaron Smith, Finance Officer Brunswick County PO Box 249 Bolivia, NC 28422 Telephone: 910-253-2060 Fax: Email: grants.management@brunswickcountync.gov	

6. MONITORING AND AUDITING

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

7. TAXES

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

8. SITUS

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

9. SUBCONTRACTING AND ASSIGNMENT

The RECIPIENT agrees that by assigning or subcontracting any work related to the contract to a subcontractor or SUB-RECIPIENT, that such entities shall comply with the following:

- (a) The RECIPIENT or SUB-RECIPIENT is not relieved of any of the duties and responsibilities of the original contract; and
- (b) The SUB-RECIPIENT agrees to abide by the standards contained in this contract and to shall provide all information to allow the RECIPIENT to comply with these standards.

RECIPIENT agrees that all SUB-RECIPIENTS to this agreement shall comply with the following provisions of the North Carolina Administrative Code: "09 NCAC 03M .0203 SUB-RECIPIENT RESPONSIBILITIES."

10. ADVERTISING

RECIPIENT agrees not to use the existence of this contract, the name of the AGENCY, the or the name of the State of North Carolina as part of any commercial advertising, without prior written approval of the AGENCY.

11. COMPLIANCE WITH LAW

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-recipients, sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the Recipient hereunder.

12. TERMINATION OF AGREEMENT

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

13. AMENDMENTS

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

14. AGREEMENT CLOSE-OUT PROCESS

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final report) within ninety (90) days after expiration of this agreement June 30, 2023:

- 1) A complete accounting of how the appropriated funds were used;
- 2) A complete performance status report; and
- 3) A Certification stating the funds were used for the purpose appropriated (AGENCY will supply template).

The above noted reports shall include RECIPIENT and SUB-RECIPIENT reporting information related to the above noted quantitative results and accomplishments. RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any audit internal audit responsibilities.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

15. AUTHORIZED SIGNATURE WARRANTY

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof**, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

BRUNSWICK COUNTY

Signature

Date

Randy Thompson

Chairman, Board of Commissioners

Printed Name

Title

ATTEST:

APPROVED AS TO FORM

Clerk to the Board

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

[SEAL]

NC DEPARTMENT OF PUBLIC SAFETY

Signature	Date
Tara Williams-Brown	Controller
Printed Name	Title

Attachment A

Scope of Work and Annual Budget

Before it will be possible to finalize this award and make any disbursement, you are required to provide to the Agency a description for how the organization will spend the amount of funding allocated for the specific purpose as stated in the grant contract. This will include a scope of work, information related to any potential subgrants and an annual budget for the grant funds. Please attach additional sheets as necessary.

1. Organization:	
Organization Name:	Brunswick County Sheriff's Office
Tax Identification #:	566000278
Organization Fiscal Year End: (mmddyyyy)	06/30/2022

2. Scope of Work:
Recipient shall detail below how the organization will spend the amount of funding allocated for the specific purpose as stated in the grant contract. The description should include services to be provided, objectives to be achieved, and expected results. The description should also include anticipated timing of those services, objectives and expected results. The Brunswick County Sheriff's Office shall utilize these grant funds from NCDPS for the following purposes: -Equipment for the Aviation Unit -Equipment and training for Crash Investigations -Recruitment and marketing projects and/or related supplies The objectives for the above items include, but are not limited to: replacing outdated equipment for the Sheriff's Office helicopter that will improve response time and safety of occupants, increasing our Patrol and Traffic divisions' responsibilities with regard to crash investigation and reconstruction, and increasing our recruitment initiatives and goals to better attract applicants to the Sheriff's Office.

3. Subgrants:			
a. Does the Recipient anticipate that it will subgrant or pass down any funds to another organization?		Yes	X No
If yes, answer the following:			
b. Name of Subrecipient	c. Program Name	d. Amount to Subrecipient	

Below are general expenditure descriptions that can serve as a **guide** for preparing the organization's annual budget related to the grant award. Please add or delete expenditure captions for clarity if needed. The annual budget must be signed by an authorizing official.

The following annual budget is for the time period beginning March 21, 2022 and ending June 30, 2023.

EXPENDITURE DESCRIPTION	AMOUNT
Employee Expenses (e.g. salaries, benefits, program related staffing).	\$
Services and Contract Expenses (e.g. utilities, telephone, data, lease related expenses)	\$30,000.00
Goods (e.g. supplies and equipment) Expenses	\$54,269.66
Administration Expenses (e.g. overhead & project management)	\$
Other Expenses (e.g. related charges not assigned above with descriptions)	\$
Total Beginning Balance of the Project Fund	\$84,269.66

With regard to the information contained herein, I certify that the annual budget has been approved by the Recipient's Chief Fiscal Officer, CEO or Board Chair.

Signature

Date

Printed Name

Title

BRUNSWICK COUNTY ADMINISTRATION

BRUNSWICK COUNTY GOVERNMENT CENTER
DAVID R. SANDIFER COUNTY ADMINISTRATION BUILDING
30 GOVERNMENT CENTER DRIVE, N.E.
BOLIVIA, NORTH CAROLINA 28422

MAILING ADDRESS:

POST OFFICE BOX 249
BOLIVIA, NORTH CAROLINA 28422

TELEPHONE
(910) 253-2000
(800) 442-7033

FAX
(910) 253-2022

APPENDIX C: STATE GRANT CERTIFICATION – NO OVERDUE TAX DEBTS

March 21, 2022

To: Office of State Budget and Management, Director and Chief Fiscal Officer

Certification:

We certify that Brunswick County does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143-6.2(b2) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

Randy Thompson and Daralyn Spivey being duly sworn, say that we are the Board Chair and Clerk to the Board, respectively, of Brunswick County of Bolivia in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

Clerk to the Board

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

(Notary Signature and Seal)

My Commission Expires: _____



County of Brunswick
Office of the County Commissioners



CODE OF CONDUCT

Declaration of policy.

- (a) The proper operation of democratic government requires that:
- (1) Public officials, employees and agents to be independent, impartial and responsible to the people;
 - (2) Governmental decisions and policy be made in proper channels of the governmental structure;
 - (3) Public office is not to be used for personal gain; and
 - (4) The public have confidence in the integrity of its government.
- (b) In recognition of these goals, this Code of Conduct is hereby adopted. The purpose is to establish guidelines for ethical standards of conduct for all such public officials, employees and agents by setting forth those acts or actions that are incompatible with the best interests of the county.

Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Agent means all persons who are not county officials or employees that are authorized by the county to act for or in place of the county in the conduct, management or administration of a particular project, contract(s) or endeavor.

Business entity means any business, proprietorship, firm, partnership, person in a representative or fiduciary capacity, association, venture, trust or corporation which is organized for financial gain or for profit.

County official means the County Commissioners, the County Manager, the Clerk to the Board of County Commissioners and the County Attorney.

Employee means all persons employed by the county, except county officials.

Immediate family means the spouse and all children of the county official, employee or agent.

Interest means direct or indirect pecuniary or material benefit accruing to a county official, employee or agent as a result of a contract or transaction which is or may be the subject of an official act or action by or with the county. For the purpose of this article, a county official, employee or agent shall be deemed to have an interest in the affairs of:

- (1) Any person in his/her immediate family, as such term is defined in this section;
- (2) Any business entity in which he/she is an officer or director;
- (3) Any business entity in which in excess of five percent of the stock of, or legal or beneficial ownership of, is controlled or owned directly or indirectly by them; or
- (4) Any nonprofit organization on which they currently serve as an officer, director, or board member.

Official act or action means any legislative, administrative, appointive or discretionary act of any county official.

Standards of conduct.

(a) *Scope.* All county officials, employees and agents shall be subject to and shall abide by the code of conduct.

(b) *Interest in contract or agreement.* No county official, employee or agent shall have or thereafter acquire an interest in any contract or agreement with the county.

(c) *Use of official position.* No county official, employee or agent shall use his/her official position or the county's facilities for his/her private gain, nor shall he/she appear before or represent any private person, group or interest before any department, agency, commission or board of the county except in matters of purely civic or public concern. This subsection is not intended to prohibit speaking before neighborhood groups and other nonprofit organizations. No county official, employee or agent shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the county official, employee or agent, a member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ, any of the above individuals, has a financial or other interest in the firm selected for award.

(d) *Disclosure of information.* No county official, employee or agent shall use or disclose confidential information gained in the course of or by reason of his/her official position for purposes of advancing:

- (1) His/her financial or personal interest;
- (2) A business entity of which he/she is an owner in part or in whole, an officer or a director; or
- (3) The financial or personal interest of a member of his/her immediate family or that of any other person.

(e) *Incompatible service.* No county official, employee or agent shall engage in or accept private employment or render service for private interest, when such employment or service is incompatible with the proper discharge of his/her official duties or would tend to impair his/her

independence of judgment or action in the performance of his/her official duties, nor shall any county official, employee or agent serve on any county board except where expressly required by statute and provided disclosure is made as provided in this article.

(f) *Gifts.* No county official, agent or employee shall directly or indirectly solicit any gift or accept or receive any gift, whether in the form of money, cash equivalents (instruments readily convertible into cash such as money orders and checks), gift cards, gift certificates, pre-paid credit cards, services, loans, travel, entertainment, hospitality, or things or promises under circumstances in which it could reasonably be inferred that the gift was intended to influence him/her, or could reasonably be expected to influence him/her, in the performance of his/her official duties, or was intended as a reward for any official action on his/her part. Legitimate political contributions shall not be considered as gifts under this.

(g) *Special treatment.* No county official, agent or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

Disclosure of interest in legislative action.

Any member of the County Commissioners who has an interest in any official act or action before the commissioners shall publicly disclose on the record of the commissioners the nature and extent of such interest and shall withdraw from any consideration of the matter if excused by the commissioners.

Investigations; filing of complaints.

(a) The County Commissioners may direct the County Attorney to investigate any apparent violation of this article, as it applies to any member of the Board of County Commissioners, the County Manager or the Clerk to the Board of County Commissioners and to report the findings of his/her investigation to the County Commissioners.

(b) The County Manager may direct the County Attorney to investigate any apparent violation of this article as it applies to any other employee or agent and to report the findings of his/her investigation to the County Manager.

(c) The County Commissioners may direct the County Manager to investigate any apparent violation of this article by the County Attorney and to report the findings of his/her investigation to the County Commissioners.

(d) Any person who believes that a violation of this article has occurred may file a complaint in writing with the County Commissioners when a member of the County Commissioners, the County Manager, the Clerk to the County Commissioners or the County Attorney is the subject of the complaint, or with the County Manager when an employee or agent is the subject of the complaint, who may thereafter proceed as provided in subsections (a) through (c) of this section.

Hearings on violations; sanctions; rights of accused at hearings.

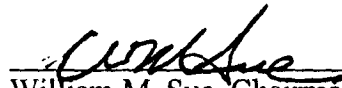
(a) If the County Manager, after the receipt of an investigation by the County Attorney, has cause to believe a violation of this article has occurred, he/she shall schedule a hearing on the matter. The person charged with the violation shall have the right to present evidence, cross examine witnesses, including the complainant, and be represented by counsel at the hearing. If, after such hearing and a review of all the evidence, the County Manager finds that a violation of this article has occurred, he/she shall take whatever lawful disciplinary action he/she deems appropriate, including but not limited to reprimand, suspension, demotion or termination of service.

(b) If the County Commissioners, after receipt of an investigation by the County Attorney, has cause to believe a violation has occurred, the County Commissioners shall schedule a hearing on the matter. The person charged with the violation shall have the right to present evidence, cross examine witnesses, including the complainant, and be represented by counsel at the hearing. If, upon the conclusion of the hearing, a majority of the members of the commissioners vote to find a violation has occurred, the commissioners may adopt a resolution of censure which shall be placed as a matter of record in the minutes of an official commissioners meeting.

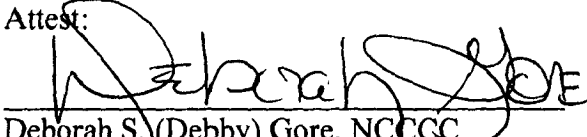
Advisory opinions.

When any county official or employee has a doubt as to the applicability of any section of this article to a particular situation, or as to the definition of terms used in this article, he/she may apply to the County Attorney for an advisory opinion. The county official or employee shall have the opportunity to present his/her interpretation of the facts at issue and of the applicability of sections of this article before such advisory opinion is made.

Adopted this 6th day of December 2010.


William M. Sue, Chairman
Brunswick County Commissioners

Attest:


Deborah S. (Debby) Gore, NCCCC
Clerk to the Board



Request Info	
Type	Budget Amendment
Description	NCDPS Sheriff Office MOA
Justification	Board Meeting 03/21/2022 - Appropriate state revenues restricted in the amount of \$84,269.66 from the NC Department of Public Safety as directed by the NC General Assembly in Session Law 2021-180 (SB-105) to support law enforcement. Funds provided to the sheriff's office pursuant to Section 19A.3.(c) shall be a supplemental to and shall not supplant local funding for sheriff's office. Grant term expires June 30, 2023.
Originator	CHRISTINA KENNEDY

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	332000	Sheriff's Office	State Revenues - Restricted	84270	Increase	Credit
104310	465511	Sheriff's Office	Grant Subsidy-State	84270	Increase	Debit

Total	
Grand Total:	168540



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

From:
Elizabeth Bynum

Action Item # V. - 14.

Sheriff's Office - Notice of Award & Agreement - 911 Backup Site RFP

Issue/Action Requested:

Request that the Board of Commissioners award and approve the agreement with North Carolina Sound of Goldsboro, LLC for the Sheriff's Office 911 Center Backup Site Infrastructure Project. The agreement is for a one-year term valued at \$965,000 and will be funded by County and State funds.

Background/Purpose of Request:

The agreement and award come after an RFP that was published on September 30, 2021. Highlights of the project include the creation of an Master Data Frame (MDF), Door Access Controls, Camera System, UPS System, Generator System, Electrical Work, and other Engineering needs of the building. The the former Hickman's Road Library has been designated as the new Backup Site location. The County's portion of this project is expected to be \$826,920. This project is one of four related to the 911 Center Backup Site and/or Primary Site submitted as part of the FY22 Budget Request: the aforementioned Backup Site Infrastructure Project, the Backup Site Radio Refresh, the Backup Site Recording System Refresh, and the Phone System Refresh required for both the primary and backup sites. All four projects involve the use of state 911 funds in the 224376 budget, as well as county funds. Quotes and eligibility confirmations from the state are forthcoming for projects 2 (radios), 3 (recording system), and 4 (phone system); projects 2 and 3 were estimated at under \$800,000 with all or majority state funding, while project 4 is believed to have a county contribution of under \$100,000. After these projects, there is one more project requested in FY23 for the Backup Site. This project is for the network infrastructure of the building with an estimated value of \$90,000, with the county potential obligation at 60% of that value. A Backup Site for the 911 Center is required by state statute.

Fiscal Impact:

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget Amendments appropriate county fund balance of \$957,920 in the General Fund and state funds of \$126,448 in the Emergency Telephone System Fund for the 911 Backup Site Project. Amounts appropriated are estimated to complete the project, but will be determined by final project phase costs and state funding.

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners award and approve the agreement with North Carolina Sound of Goldsboro, LLC for the Sheriff's Office 911 Center Backup Site Infrastructure Project. The agreement is for a one-year term valued at \$965,000 and will be funded by County and State funds.

ATTACHMENTS:

Description

- ☐ Notice of Award
- ☐ Goods and Services Agreement
- ☐ Quote

▣ Budget Amendment

▣ Budget Amendment

NOTICE OF AWARD

Dated March 21, 20 22

To: North Carolina Sound of Goldsboro, LLC
(BIDDER)

Address: 5413 US Hwy 117 North
Pikeville, NC 27863

Owner: Brunswick County

Owner's Contract No. N/A

Project: Backup 911 Center Data Infrastructure, Power Supply and Integrated Systems
(Insert Name of Contract as it Appears in the Construction Documents)

You are hereby notified that pursuant to N.C.G.S. § 143-129 and N.C.G.S. § 143-135.9, your bid dated **November 19, 2021 and updated March 7, 2022**, has been considered by the Owner and deemed to be the best overall for the above-described project.

The amount of your contract is: \$965,000

You must comply with the following conditions precedent within twelve (12) days of the date of this Notice of Award, that is by **April 2, 2022**:

1. You must execute the contract by electronic signature. A DocuSign email with an electronic form of Goods and Services Agreement has been/will be sent to you for electronic signature.
2. You must deliver to the Owner a Certificate of Insurance.
3. List other conditions precedent:

None

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default and to annul this Notice of Award.

BRUNSWICK COUNTY

(OWNER)

By: _____

(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF AWARD

(CONTRACTOR)

By: _____

(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

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 North Carolina Sound of Goldsboro, LLC, (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”) are more fully set forth in the Request for Proposals entitled “Backup 911 Center, Data Infrastructure, Power Supply and Integrated Systems,” issued by Brunswick County on September 30, 2021, and any addenda thereto, and in the Proposal submitted by Provider on November 19, 2021, and as updated on March 7, 2022, which is attached hereto as Exhibit “A” and incorporated herein by reference. The agreed upon fees for the Project are also set forth on Exhibit “A.”

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 3/21/2022 (the “Effective Date”) and continues in effect until 03/20/2023, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days’ written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The County agrees to pay costs as specified in Exhibit "A" or as set out above for the satisfactory completion of the Project. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all products delivered or work performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the work to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the work under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

6. PROVIDER REPRESENTATIONS

- a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;
- d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. Provider shall not violate any agreement with any third party by entering into or performing the work under this Agreement;
- f. Provider will provide all goods and perform all work in conformity with the specifications and requirements of this Agreement;
- g. The goods and services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);
- h. Provider shall exercise reasonable care and diligence when performing the work hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;
- i. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. WARRANTIES

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

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors. In the event that Provider causes damage to the County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

9. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or the goods or services covered under this Agreement, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

10. NON-EXCLUSIVITY

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

11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

12. DEBARMENT

Provider hereby certifies that neither it nor its principals 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 this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

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

- a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
 - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the goods and/or services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

- ii. Deduct any and all expenses incurred by County in obtaining the goods and/or performing the services from any money then due or to become due Provider and, should the County's cost of obtaining the goods and/or performing the services exceed the amount due Provider, collect the amount due from Provider.
- b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.
- c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
- d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

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 the 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 Information” shall mean any nonpublic information concerning the parties’ respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as “Confidential.” Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or

- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

22. OWNERSHIP OF WORK PRODUCT

Should Provider's performance under this Agreement generate documents or other work product that are specific to the Project hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider.

23. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

24. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

25. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

26. GOVERNMENTAL IMMUNITY

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

27. NON-WAIVER

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

28. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

29. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

30. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

31. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and County.

32. NOTICES

- a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

- c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

- i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022
 - ii. For the Provider: North Carolina Sound of Goldsboro, LLC
5413 US Highway 117 North
Pikeville, NC 27863
- With a copy to: North Carolina Sound of Goldsboro, LLC
2925 Boundary Street, Unit 29
Wilmington, NC 28405

[SIGNATURES APPEAR ON FOLLOWING PAGE]

33. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 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 BoardBy: _____
Chairman, Board of Commissioners

[SEAL]

NORTH CAROLINA SOUND OF GOLDSBORO, LLCBy: Chris Jordan

Printed Name: Chris Jordan

Title: VP of Operations

Date: 3/17/2022

“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



EXHIBIT "A"

Proposal Response for: BCSO 911 Backup Center

1040 Calabash Rd NW
Calabash, NC 28467



Data Infrastructure, Power Supply, and Integrated Systems

Submitted By:

North Carolina Sound of Goldsboro, LLC
2925 Boundary Street, Unit 29
Wilmington, NC 28405
Main 910-367-0444

November 19, 2021 (Original)

March 7, 2022 (Pricing Update)

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CORPORATE OVERVIEW

North Carolina Sound of Goldsboro, LLC

We are a professional Systems Integrator Company that serves government and commercial clients from all industries. When you need to reach your faculty, clients, students, or visitors, we have the solutions to make it happen.

NCS was founded in 1988 in Zebulon servicing central North Carolina. In 2010, we combined our two offices to a central location in Goldsboro, which expanded our territory to a total of 66 counties throughout North and South Carolina. Since then, our company has continued to grow. In 2017, we added an additional location in Wilmington, NC. Our continued success is due to our commitment to exceeding our customers' expectations. We currently have 48 full time employees.

To better serve our customers, we hold both an Unlimited electrical license and burglar alarm license for the State North Carolina. Holding these licenses, plus our many years of experience, allows us to offer much more to our customers.

We cover a broad range of low-voltage systems, so you can count on NCS for all your design and installation needs. This eliminates the need for several contractors to accomplish your needs for installations on projects, or to manage an existing facility with multiple systems already in place.

Our services offered include:

- Board Room/911 Audio & Video Systems
- IP Security Cameras
- S2 Door Access Control
- Fiber Optic Systems
- Campus Backbone
- Voice/Data Structured Cabling
- Professional Sound Systems
- Emergency Paging
- Overhead Paging
- Television Distribution
- Security Alarms
- Remote Broadcast
- Telephone Systems
- Projectors
- Board Room Recording
- Fire & Burglar Alarm Monitoring
- Code Blue Systems
- Distributed Satellite Radio

FINANCIAL

NCS is a financially stable company with 33 years in business to prove it. We have a strong focus on cash flow while always maintaining a positive balance sheet. Upon request, NCS will provide copies of both a current P&L and balance sheets. These documents should be considered confidential and for that reason, have been left out of this Public RFP response.

CURRENT PARTNERSHIPS

Our Mission is to foster lasting relationships with team members, customers, and vendors that provide organic growth while delivering quality services and products. These are just a few of our current customers:

- New Hanover County Schools
- Brunswick County Government
- Brunswick Sheriff's Office
- Brunswick County Schools
- Onslow County Government
- Onslow County Schools

Qualifications and Experience

Chris Jordan, VP of Operations will have direct oversight of this project. In addition to the certifications listed below Chris has been in the telecommunications industry since 1997 and worked/managed on a wide array of projects, including an approximately 6-million-dollar copper and fiber upgrade for the Corning plant in Wilmington, NC.

- a. RCDD
- b. RTPM
- c. Corning Engineering and Design
- d. CommScope System Designer
- e. NC Low Voltage License

NCS holds a North Carolina Unlimited Electrical License.

Patrick Perry**Project Manager****North Carolina
Sound of
Goldsboro**

(Feb 2017- to Current) - Oversee projects and is responsible for managing all field staff. Delegates tasks to team members while monitoring resources and maintaining project schedule. Review and study project documents including estimates, design drawings, specifications, and contracts. Track project costs according to contractual agreements.

- Installation/Management of Copper and Fiber cabling
- Installation/Management of Audio Video Systems
- Installation/Management of Intrusion Detection Systems
- Installation/Management of Intercom and Public Address Systems
- Installation/Management of Video Intercom and Access Control

MTS Services

Project Foreman/Project Manager – 15 years

- Oversee projects including scheduling
- Responsible for field staff and safety
- Installation of Copper and Fiber Cabling
- Ability to accurately test cables to required certification parameters
- Proficient at terminating connectors for fiber, copper, and coax cabling.
- Install closet hardware including backboards, connecting blocks, racks, patch panels and fiber enclosures.

Experience

- Brunswick County Schools – Cedar Creek Elementary
- Brunswick County Schools – Town Creek Elementary and Middle
- New Hanover County Schools – Roland Grise Renovations
- New Hanover County Schools – Blair Elementary School
- Brunswick County Detention Center Camera Upgrade
- New Hanover County Schools Camera Upgrades for 23 schools
- UNCW School of Nursing

Certifications

Video Insight Certified
OSHA 10
NC Alarm Registrant

James Kowalski**Project Superintendent****North Carolina
Sound of
Goldsboro**

(Jan 2019 to current) - Responsible for monitoring the progress of projects to keep it on track. Typical duties include installation, monitoring team performance, reading blueprints and making sure that quality and safety standards are upheld while acting as the direct link between the craftsmen and project manager.

- Installation of Copper and Fiber cabling
- Installation of Audio Video Systems
- Installation of Intrusion Detection Systems
- Installation of Intercom and Public Address Systems
- Installation of Video Intercom and Access Control

MTS Services

Project Foreman – 10 years

- Installation of Copper and Fiber Cabling
- Ability to accurately test cables to required certification parameters
- Properly dress cables and label to industry standards
- Proficient at terminating connectors for fiber, copper, and coax cabling.
- Install closet hardware including backboards, connecting blocks, racks, patch panels and fiber enclosures.

Experience

- Brunswick County Government Fiber Complex Upgrade
- New Hanover County Schools – Roland Grise Renovations
- New Hanover County Schools – Blair Elementary School
- Brunswick County Detention Center Camera Upgrade

Certifications

BICSI Technician
OSHA 10
NC Alarm Registrant
Mid Atlantic Safety Training
Hubbell, Leviton, and Belden Certified Installer

CONTRACTOR REFERENCES

1. Total number of Current Clients: 60

2. List of clients with similar systems:

- Brunswick County Government
- Brunswick County Sheriff's Office
- Brunswick Electric Membership Corporation

3. Evidence of successful completion of a project of similar size and complexity.

Every project is unique in its individual requirements and this project is no different, you can rest assured that NCS has over 30 years of completed projects ranging in all sizes and complexity.

Our focus is on the Partnership and not the project. With that said, please feel free to contact any of our references provided and I am sure they will say the same.

I would like to refer to one specific project, it was a large video surveillance project for a local detention center. NCS installed over 100 new IP cameras in an active facility and integrated with an existing third-party software "Wonderware". The project had many unknown variables and the owner's project lead, was demanding to say the least. We feel this project was a huge success and the start of a great partnership.

4. References:

Organization Name	Brunswick County Sheriff's Department 911 Center Audio Visual Upgrade
Contact Info	Robert Benya/robert.benya@brunswicksheriff.com
Scope of Work	Point to Point Video Distribution
Platform	Extron
Length of Time	Several months
Number of Users	All 911 operators
Organization Name	Brunswick County Government Courthouse Renovations
Contact Info	Andy Byron/andrew.byron@brunswickcountync.gov
Scope of Work	Data Communications, Security Cameras and Doors, Audio Visual
Platform	Panasonic, S2
Length of Time	1 ½ Years
Number of Users	Countless Brunswick County employees
Organization Name	Brunswick Electric Membership Corporation (Multiple Location Conference Room AV Upgrades)
Contact Info	Justin Pruitt/910-540-8204/Justin.Pruitt@bemc.org
Scope of Work	Point to Point Video Distribution
Platform	Extron
Length of Time	Several Months
Number of Users	Cooperative Board Members and Employees

INSURANCE COVERAGE



NORTCAR-CO

DSHORT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2021

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

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

PRODUCER Flatlands Jessup Insurance Group - Williamston 801 Washington St Williamston, NC 27892	CONTACT NAME: Danyell Short PHONE (A/C, No, Ext): (252) 798-5561 E-MAIL ADDRESS: danyell@flatlandsjessup.com FAX (A/C, No):														
INSURED North Carolina Sound of Goldsboro, LLC & North Carolina Sound of Wilmington LLC 5413 NC Hwy 117 N Pikeville, NC 27863	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER B : Owners Insurance Company</td> <td>32700</td> </tr> <tr> <td>INSURER C : Stonewood Insurance Company</td> <td>11828</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Scottsdale Insurance Company	41297	INSURER B : Owners Insurance Company	32700	INSURER C : Stonewood Insurance Company	11828	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		CPS7432788	8/30/2021	8/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		4739204800	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB CLAIMS-MADE DED RETENTION \$		CXS0014090	8/30/2021	8/30/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC100-81601-2021	3/20/2021	3/20/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

Brunswick County Sheriff's Office 80 Stamp Act Drive Bolivia, NC 28422	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

ACORD 25 (2016/03)

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ACCEPTANCE OF TERMS

911 Backup Center

Company Name: NC Sound of Goldsboro LLC

Contact Person: Chris Jordan, RCDD, RTPM

Title: Vice President of Operations

Address: 2925 Boundary Street, Unit 29, Wilmington, NC 28405

Phone Number: 910-367-0444

I certify that all above listed information is correct and that I and my company will agree to meet or exceed all requirements as outlined in the Request for Qualifications for Detention Center Security Camera System.

Chris Jordan, VP of Operations

Name, Title (Print)

Chris Jordan

Signature

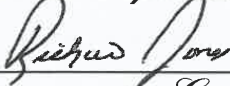
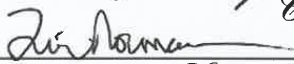
3/7/2022

Date

CERTIFICATIONS





LICENSE NUMBER	STATE OF NORTH CAROLINA BOARD OF EXAMINERS OF ELECTRICAL CONTRACTORS	EXPIRATION DATE
U.22241		08/02/2022
THIS IS TO CERTIFY THAT:		
North Carolina Sound of Goldsboro LLC		
Gary Lee Hinton		
<i>is duly registered and entitled to practice Electrical Contracting in the</i>		
Unlimited Classification License		
Limitation: Any project regardless of value		
North Carolina Sound of Goldsboro LLC Gary Lee Hinton 5413 Hwy 117 North Pikeville, NC 27863	<i>Witness our hands and seal of the Board</i>  Chairman  Secretary - Treasurer	

MAINTENANCE AND WARRANTY

NC Sound has read and understands the maintenance and warranty requirements for this RFP.

We have local staff in Brunswick County that will be assigned to the servicing of this account. While we do not operate with "on call" staff, we are hopeful that our past responsiveness would lend favor to meeting your 24/7 support requirements.

NCS SCOPE OF WORK

BCSO 911 Backup Communications Infrastructure

Backup 911 Data Center

NCS will build out a new 911 Backup Datacenter to meet the requirements of this RFP. Industry standards will be applied to all aspects of this room to ensure the most robust and modern design possible for the given space.

Furnish and install the following:

Rack Systems

Overhead ladder tray system

Horizontal and Vertical cable managers as required

Patch panels

Patch cords

Grounding

Category 6 Infrastructure

Mounting Board for Telco Equipment

PDU's With Smart Monitoring (Connects to primary 911 system)

Electrical Work

Environmental Conditioning

Engineering Services/Permitting

Door Access Control

BCSO currently utilizes an S2 door access control platform across its current facilities. NCS will expand this system to incorporate the Back-up facility. Doing so, will make for a seamless user experience between facilities, saving both time and money. This system will provide access control to 11 doors.

Furnish and install the following:

Network controller

System programming

Electrified locking hardware

Door Hardware

Card readers

Door positions switches

Wireless devices

Cabling

Camera System

NCS will provide a stand-alone Panasonic/Video Insight camera system to include 9 IP cameras and server. While the system will function as a standalone system with onsite storage, NCS will provide the necessary programming to allow a single log-in to allow viewing of BCSO cameras.

Furnish and install the following:

12TB Server

Programming

4 outdoor multi-sensor cameras

5 indoor fixed/360 cameras

Mounts

Aruba Network Switches to match existing infrastructure (for Cameras only)

Filed Wiring

UPS System

In accordance with the RFP, NCS will provide an Emerson-Liebert UPS System. This System will provide uninterrupted power to the power outlets and lighting in the 911 Operational and Datacenter areas only and the Command room. The intent of the UPS is to maintain 911 service only, long enough for the generator to cycle on and carry the load. PDUs will be provided at each rack location.

Furnish and install the following:

UPS Battery Cabinet

UPS Batteries

UPS Setup Services

By-Pass Cabinet

Commissioning

Automatic Transfer Switch

Grounding

Electrical Panels

Breakers

Field Wiring

Engineering Services/Permitting

Generator System

NCS will provide a building generator system (not to include the single-phase bay area) to support the building and building systems in the event of a power outage. The Generator/ Fuel cell will be located on the back left corner of the property and will connect to the existing service panels via an Automatic Transfer Switch.

Furnish and Install the Following:

175Kw generator

72-hour Fuel Tank (Fuel to be provided by BCSO)

Field Wiring

Generator/Fuel Status Monitoring

Site Work

Concrete Pad

Engineering Services/Permitting

911 Operator Workstations

All other scopes previously detailed directly support the Operator Workstation, which is the core of this project.

Furnish and install the following to each Workstation:

Field Wiring

Quad UPS power outlet

KVM to consolidate the number Keyboard and mouse

Engineering Services/Permitting

General Site Prep and Demo

Based on the current site condition, certain general construction/demo will be necessary to prep the site for its intended use. NCS sound will facilitate the following services.

Site dumpster

Demo Work

Datacenter Window enclosed

Sheetrock removal and patching

One coat of primer/paint in affected project areas only (final paint by others)

BDA System

NCS Sound has included and Potter BDA system for this building. The BDA system will amplify and retransmit the NC Viper frequencies to ensure proper coverage within the space.

Furnish and Install the Following:

System Head-end

Antennas

Field Wring

Cell Booster

NCS will ensure cell coverage within the space, by installing a SureCall cell booster. This system will amplify and retransmit available cell signals from the outside to the inside of the building.

Furnish and Install the Following:

System Head-end

Antennas

Field Wring

Not Included in Scope of Work based off NCS's understanding of the RFP:

The desk for Operator Workspace

Monitors

Computers or Owner network equipment

Any Audio-Visual systems

Existing or unknown building/electrical issues

Anything not called out in this RFP

TOTAL PROJECT INVESTMENT TAX NOT INCLUDED

\$965,000.00

NC Sales tax will be added to each invoice

A Pricing Breakdown has been included at the end of this Document

PROPOSED EQUIPMENT

Model	Description
Door Access	
9600-630	HES 9600 Series Surface Mount Electric Strike
NDE80BDSPA626	NDE Wireless Cylindrical Door Lock, Sparta, Satin Chrome
4300-3M-101-628	Electrified Deadlatch Monitored, 1 1/8" Backset, Surface Mount
4591-04-00628	Deadlatch Paddle, Push to Right, 1-3/4", Clear Anodized
MT15	Allegion Mullion Reader Wall Mounted
GRI-180-12WG	3/4" Wide Gap Steel Door Recessed Switch Sets
CK-IS310WH	REQUEST TO EXIT PIR, WHITE
AC251822B-YE-1000	Access Control Complete Design, 1000', Yellow
BCH12-U-2-4	J Hook 3/4" Beam Fasteners Flange 1/8" to 1/4"
S2-NN-E2R-WM	Network Node Wall Mounted with 1 AMC Blade
S2-ACM	Access Control Application Blade 2 Reader, 4 Input & output, 1Pk
S2-GWE	Allegion Engage Gateway for NDE and LE wireless locks.
AL600ULACM	6A Power Supply w/ ACM8
UB1280	Sealed Lead Battery 12volt 8 amp
Misc. Material Cost	Workshop to Storage, Single Door
Misc. Material Cost	CCOM to File Storage, Double Doors
Misc. Material Cost	Exterior to Break Out Room, Double Doors
Voice and Data Communications	
10032094	LANmark-1000 Cat6 Plenum 4-Pair UTP, 1000', Blue
69586-U24	1RU 24-Port Flat 110-Style Panel, Cat 6
69586-U48	2RU 48-Port Flat 110-Style Patch Panel, Cat6
49255-L24	1RU 24-Port Flat QuickPort Patch Panel, Magnifying Lens Label Holder, Empty
41089-1WP	QuickPort 1-Port Surface-Mount Box, White
43080-S12	Stainless Steel QuickPort Wall plate, Dual Gang, 12-Port
43080-1S4	Stainless Steel QuickPort Wall plate, Single Gang, 4-Port
43080-1S2	Stainless Steel QuickPort Wall plate, Single Gang, 2-Port
61110-RL6	Extreme Cat 6 UTP Channel-Rated QuickPort Connector, 1Pk, Blue
61110-RE6	Extreme Cat 6 UTP Channel-Rated QuickPort Connector, 1Pk, Black
61110-RR6	Extreme Cat 6 UTP Channel-Rated QuickPort Connector, 1Pk, Dark Red
61110-RV6	Extreme Cat 6 UTP Channel-Rated QuickPort Connector, 1Pk, Green
61110-RG6	Extreme Cat 6 UTP Channel-Rated QuickPort Connector, 1Pk, Grey
61110-RO6	Extreme Cat 6 UTP Channel-Rated QuickPort Connector, 1Pk, Orange
61110-RP6	Extreme Cat 6 UTP Channel-Rated QuickPort Connector, 1Pk, Purple

61110-RW6	Extreme Cat 6 UTP Channel-Rated QuickPort Connector, 1Pk, White
61110-RY6	Extreme Cat 6 UTP Channel-Rated QuickPort Connector, 1Pk, Yellow
Misc. Material	Patch Cords
CCS-PRO8-US	8-Port KVM Switch
55053-503	Standard 19" data rack
SB838084BFB	Four Post - Adjustable Server Rack 19" Panel Mounting 84" Height 30-36" Depth, Black
492RU-HFO	Versi-Duct Horizontal Manager, 2RU w/ Cover, Front Only
35522-703	Vertical Double Cable Managers, Black
NS30003	Power Strip
11312-712	12" Triangular Wall Support Bracket, 6"-12" Width, Black
11421-712	3/16" Wall Angle Support Kit, 14"x2"x2", Black
10595-712	3" Channel Rack-to-Runway Mounting Plate, J-Bolts 9" to 12" W, Black
11302-001	90° Junction Splice Kit for Cable Runway 1.5"x.375", Gold
10250-712	Universal Cable Runway, 12"x1.5"x9.96", Black
11301-001	Cable Runway Butt-Splice Kit for 1.5" Stringers, Steel, Gold
SBTMGB12	Telecom Main Grounding Bar
THHN-6-STR-GRN	Green #6 Stranded Ground Wire (PER FOOT)
314721	CP618 Firestop Putty Stick 12/B
SF-4	Smooth Firestop Sleeve, Penetrator 4"
SF-1	Smooth Firestop Sleeve, Penetrator 1"
BCH64	J Hook 4" Flat for Wall Mount 300 4-Pair UTP
BCH32	J Hook 2" Flat for Wall Mount 80 4-Pair UTP
BCH12	J Hook 3/4" Flat for Wall Mount 16 4-Pair UTP
Video Surveillance	
NVR-RL-1-12TB-V3	i-Pro SRL1 Single Xeon 6 Core CPU 16GB RAM Windows 10 Pro
4JN40	DELL 770-BBIC SLIM READY RAILS 2 or 4 post
Aruba	Switch 24 port POE+
566-145-003	Cat6 Patch Cable, 3', Purple
566-145-007	Cat6 Patch Cable, 7', Purple
WV-S4151	5MP Sensor Indoor 360 Dome Camera H.265/H.264/MJPEG 0.84MM Fisheye
WV-S4551L	5MP Sensor Outdoor Vandal Resistant 360 Dome Camera
WV-U2140LA	4MP Indoor Dome Camera, H.365/H.264/MJPEG 3.2MM Fixed Lens
WV-S8531N	Multi-Sensor Outdoor Vandal Resistance Camera, H.265/H.264/MJPEG 3.2-5.7mm Motorized Zoom
WV-X8571N	4X4K (33MP) Multi-Sensor Outdoor Vandal Resistance Camera H.265/H.264/MJPEG 4.6mm Fixed Lens
WV-S3111L	720P iA, H.265 Compact Indoor Dome Network Camera
PACA4GR	Corner mount bracket, Gray
PWM850	Wall Mount Kit Pendant shroud with wall bracket

Subcontractor cost	Additional Electrical work TA Woods
Subcontractor cost	TA Woods 175KW Generator and 72 hr. Tank with ATS
Subcontractor cost	CBHF Engineering Quote P21220
Subcontractor cost	TA Woods Quote 911 electrical
Subcontractor cost	Cabinets, Patching, Window, Dumpster, Cleaning, Paint
Subcontractor cost	Liebert UPS with Batteries- Onsite commissioning

PRICING BREAK DOWN

Backup 911 Data Center	
Item	Amount
Rack Systems	\$ 11,290.32
Overhead Ladder Tray System	\$ 9,376.34
Cable Management System	\$ 4,752.69
Patch Panels	\$ 3,279.57
Patch Cords	\$ 2,715.05
Grounding	\$ 2,279.57
Category 6 Infrastructure System	\$ 43,279.57
PDU Power System	\$ 11,709.68
Electrical Work	\$ 10,964.52
Environmental Cond/Monitoring	\$ 43,010.75
Engineering Services/Permitting	\$ 18,118.28
Total	\$ 160,776.34

Door Access Control	
Item	Amount
Network Controller	\$ 6,102.15
System Programming	\$ 5,376.34
Electrified Locking Hardware	\$ 22,311.83
Door Hardware	\$ 11,860.22
Card Readers	\$ 3,806.45
Door Positions	\$ 1,612.90
Wireless Devices	\$ 8,634.41
Cabling	\$ 13,440.86
Total	\$ 73,145.16

Camera System	
Item	Amount
12TB Server	\$ 6,989.25
Programing	\$ 2,736.56
4 Outdoor Multi Sensor	\$ 4,870.97
5 Indoor 360	\$ 4,381.72
Mounts	\$ 1,612.90
Aruba Switches	\$ 4,301.08
Field Wiring	\$ 10,806.45
Total	\$ 35,698.92

UPS System	
Item	Amount
UPS Battery Cabinet	\$ 11,075.27
UPS Batteries	\$ 49,354.84
UPS Setup Services	\$ 9,139.78
Bypass Cabinet	\$ 19,623.66
Commissioning	\$ 6,989.25
Grounding	\$ 3,602.15
Automatic Transfer Switch	\$ 12,903.23
Electrical Panels	\$ 6,236.56
Breakers	\$ 1,881.72
Field Wiring	\$ 30,645.16
Engineering Services/Permitting	\$ 20,752.69
Total	\$ 172,204.30

Generator System	
Item	Amount
175K Generator	\$ 220,860.22
72 Hour Fuel Tank	\$ 26,881.72
Site Work	\$ 16,432.26
Concert Pad	\$ 13,225.81
Generator/Fuel Status Alerts	\$ 8,064.52
Field Wiring	\$ 48,494.62
Engineering Services/Permitting	\$ 25,268.82
Total	\$ 359,227.96

911 Operator Stations	
Item	Amount
Field Wiring	\$ 16,666.67
Quad UPS Power Outlets	\$ 11,559.14
KVMS	\$ 17,204.30
Engineering Services/Permitting	\$ 9,139.78
Total	\$ 54,569.89

General Site Prep and Demo	
Item	Amount
Site Dumpster/Cleanup	\$ 5,161.29
Demo Work	\$ 13,225.81
Sheetrock	\$ 8,602.15
Window enclosed	\$ 5,107.53
Primer Coat	\$ 4,838.71
General Construction Services	\$ 13,360.22
Total	\$ 50,295.70

BDA System	
Item	Amount
System Head-end	\$ 27,704.30
Antennas	\$ 4,677.42
Filed Wiring	\$ 6,236.56
Total	\$ 38,618.28

Cell Booster System	
Item	Amount
System Head-end	\$ 10,752.69
Antennas	\$ 4,677.42
Filed Wiring	\$ 4,086.02
Total	\$ 19,516.13

Proposal Response for:
BCSO 911 Backup Center

1040 Calabash Rd NW
Calabash, NC 28467



**Data Infrastructure, Power Supply, and Integrated
Systems**

Submitted By:

North Carolina Sound of Goldsboro, LLC
2925 Boundary Street, Unit 29
Wilmington, NC 28405
Main 910-367-0444

November 19, 2021 (Original)

March 7, 2022 (Pricing Update)

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CORPORATE OVERVIEW

North Carolina Sound of Goldsboro, LLC

We are a professional Systems Integrator Company that serves government and commercial clients from all industries. When you need to reach your faculty, clients, students, or visitors, we have the solutions to make it happen.

NCS was founded in 1988 in Zebulon servicing central North Carolina. In 2010, we combined our two offices to a central location in Goldsboro, which expanded our territory to a total of 66 counties throughout North and South Carolina. Since then, our company has continued to grow. In 2017, we added an additional location in Wilmington, NC. Our continued success is due to our commitment to exceeding our customers' expectations. We currently have 48 full time employees.

To better serve our customers, we hold both an Unlimited electrical license and burglar alarm license for the State North Carolina. Holding these licenses, plus our many years of experience, allows us to offer much more to our customers.

We cover a broad range of low-voltage systems, so you can count on NCS for all your design and installation needs. This eliminates the need for several contractors to accomplish your needs for installations on projects, or to manage an existing facility with multiple systems already in place.

Our services offered include:

- Board Room/911 Audio & Video Systems
- IP Security Cameras
- S2 Door Access Control
- Fiber Optic Systems
- Campus Backbone
- Voice/Data Structured Cabling
- Professional Sound Systems
- Emergency Paging
- Overhead Paging
- Television Distribution
- Security Alarms
- Remote Broadcast
- Telephone Systems
- Projectors
- Board Room Recording
- Fire & Burglar Alarm Monitoring
- Code Blue Systems
- Distributed Satellite Radio

FINANCIAL

NCS is a financially stable company with 33 years in business to prove it. We have a strong focus on cash flow while always maintaining a positive balance sheet. Upon request, NCS will provide copies of both a current P&L and balance sheets. These documents should be considered confidential and for that reason, have been left out of this Public RFP response.

CURRENT PARTNERSHIPS

Our Mission is to foster lasting relationships with team members, customers, and vendors that provide organic growth while delivering quality services and products. These are just a few of our current customers:

- New Hanover County Schools
- Brunswick County Government
- Brunswick Sheriff's Office
- Brunswick County Schools
- Onslow County Government
- Onslow County Schools

Qualifications and Experience

Chris Jordan, VP of Operations will have direct oversight of this project. In addition to the certifications listed below Chris has been in the telecommunications industry since 1997 and worked/managed on a wide array of projects, including an approximately 6-million-dollar copper and fiber upgrade for the Corning plant in Wilmington, NC.

- a. RCDD
- b. RTPM
- c. Corning Engineering and Design
- d. CommScope System Designer
- e. NC Low Voltage License

NCS holds a North Carolina Unlimited Electrical License.

Patrick Perry
Project Manager

**North Carolina
Sound of
Goldsboro**

(Feb 2017- to Current) - Oversee projects and is responsible for managing all field staff. Delegates tasks to team members while monitoring resources and maintaining project schedule. Review and study project documents including estimates, design drawings, specifications, and contracts. Track project costs according to contractual agreements.

- Installation/Management of Copper and Fiber cabling
- Installation/Management of Audio Video Systems
- Installation/Management of Intrusion Detection Systems
- Installation/Management of Intercom and Public Address Systems
- Installation/Management of Video Intercom and Access Control

MTS Services

Project Foreman/Project Manager – 15 years

- Oversee projects including scheduling
- Responsible for field staff and safety
- Installation of Copper and Fiber Cabling
- Ability to accurately test cables to required certification parameters
- Proficient at terminating connectors for fiber, copper, and coax cabling.
- Install closet hardware including backboards, connecting blocks, racks, patch panels and fiber enclosures.

Experience

- Brunswick County Schools – Cedar Creek Elementary
- Brunswick County Schools – Town Creek Elementary and Middle
- New Hanover County Schools – Roland Grise Renovations
- New Hanover County Schools – Blair Elementary School
- Brunswick County Detention Center Camera Upgrade
- New Hanover County Schools Camera Upgrades for 23 schools
- UNCW School of Nursing

Certifications

Video Insight Certified
OSHA 10
NC Alarm Registrant

James Kowalski**Project Superintendent****North Carolina
Sound of
Goldsboro**

(Jan 2019 to current) - Responsible for monitoring the progress of projects to keep it on track. Typical duties include installation, monitoring team performance, reading blueprints and making sure that quality and safety standards are upheld while acting as the direct link between the craftsmen and project manager.

- Installation of Copper and Fiber cabling
- Installation of Audio Video Systems
- Installation of Intrusion Detection Systems
- Installation of Intercom and Public Address Systems
- Installation of Video Intercom and Access Control

MTS Services

Project Foreman – 10 years

- Installation of Copper and Fiber Cabling
- Ability to accurately test cables to required certification parameters
- Properly dress cables and label to industry standards
- Proficient at terminating connectors for fiber, copper, and coax cabling.
- Install closet hardware including backboards, connecting blocks, racks, patch panels and fiber enclosures.

Experience

- Brunswick County Government Fiber Complex Upgrade
- New Hanover County Schools – Roland Grise Renovations
- New Hanover County Schools – Blair Elementary School
- Brunswick County Detention Center Camera Upgrade

Certifications

BICSI Technician
OSHA 10
NC Alarm Registrant
Mid Atlantic Safety Training
Hubbell, Leviton, and Belden Certified Installer

CONTRACTOR REFERENCES

1. Total number of Current Clients: 60

2. List of clients with similar systems:

- Brunswick County Government
- Brunswick County Sheriff's Office
- Brunswick Electric Membership Corporation

3. Evidence of successful completion of a project of similar size and complexity.

Every project is unique in its individual requirements and this project is no different, you can rest assured that NCS has over 30 years of completed projects ranging in all sizes and complexity.

Our focus is on the Partnership and not the project. With that said, please feel free to contact any of our references provided and I am sure they will say the same.

I would like to refer to one specific project, it was a large video surveillance project for a local detention center. NCS installed over 100 new IP cameras in an active facility and integrated with an existing third-party software "Wonderware". The project had many unknown variables and the owner's project lead, was demanding to say the least. We feel this project was a huge success and the start of a great partnership.

4. References:

Organization Name	Brunswick County Sheriff's Department 911 Center Audio Visual Upgrade
Contact Info	Robert Benya/robert.benya@brunswicksheriff.com
Scope of Work	Point to Point Video Distribution
Platform	Extron
Length of Time	Several months
Number of Users	All 911 operators
Organization Name	Brunswick County Government Courthouse Renovations
Contact Info	Andy Byron/andrew.byron@brunswickcountync.gov
Scope of Work	Data Communications, Security Cameras and Doors, Audio Visual
Platform	Panasonic, S2
Length of Time	1 ½ Years
Number of Users	Countless Brunswick County employees
Organization Name	Brunswick Electric Membership Corporation (Multiple Location Conference Room AV Upgrades)
Contact Info	Justin Pruitt/910-540-8204/Justin.Pruitt@bemc.org
Scope of Work	Point to Point Video Distribution
Platform	Extron
Length of Time	Several Months
Number of Users	Cooperative Board Members and Employees

INSURANCE COVERAGE



NORTCAR-CO

DSHORT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2021

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

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

PRODUCER Flatlands Jessup Insurance Group - Williamston 801 Washington St Williamston, NC 27892	CONTACT NAME: Danyell Short PHONE (A/C, No, Ext): (252) 798-5561 FAX (A/C, No): E-MAIL ADDRESS: danyell@flatlandsjessup.com														
INSURED North Carolina Sound of Goldsboro, LLC & North Carolina Sound of Wilmington LLC 5413 NC Hwy 117 N Pikeville, NC 27863	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER B : Owners Insurance Company</td> <td>32700</td> </tr> <tr> <td>INSURER C : Stonewood Insurance Company</td> <td>11828</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Scottsdale Insurance Company	41297	INSURER B : Owners Insurance Company	32700	INSURER C : Stonewood Insurance Company	11828	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		CPS7432788	8/30/2021	8/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		4739204800	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB CLAIMS-MADE DED RETENTION \$		CXS0014090	8/30/2021	8/30/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC100-81601-2021	3/20/2021	3/20/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Brunswick County Sheriff's Office 80 Stamp Act Drive Bolivia, NC 28422	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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ACCEPTANCE OF TERMS

911 Backup Center

Company Name: NC Sound of Goldsboro LLC

Contact Person: Chris Jordan, RCDD, RTPM

Title: Vice President of Operations

Address: 2925 Boundary Street, Unit 29, Wilmington, NC 28405

Phone Number: 910-367-0444

I certify that all above listed information is correct and that I and my company will agree to meet or exceed all requirements as outlined in the Request for Qualifications for Detention Center Security Camera System.

Chris Jordan, VP of Operations

Name, Title (Print)

Chris Jordan

Signature

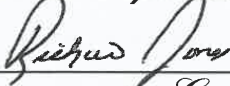
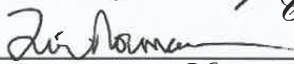
3/7/2022

Date

CERTIFICATIONS





LICENSE NUMBER	STATE OF NORTH CAROLINA BOARD OF EXAMINERS OF ELECTRICAL CONTRACTORS	EXPIRATION DATE
U.22241		08/02/2022
THIS IS TO CERTIFY THAT:		
North Carolina Sound of Goldsboro LLC		
Gary Lee Hinton		
<i>is duly registered and entitled to practice Electrical Contracting in the</i>		
Unlimited Classification License		
Limitation: Any project regardless of value		
North Carolina Sound of Goldsboro LLC Gary Lee Hinton 5413 Hwy 117 North Pikeville, NC 27863	<i>Witness our hands and seal of the Board</i>  Chairman  Secretary - Treasurer	

MAINTENANCE AND WARRANTY

NC Sound has read and understands the maintenance and warranty requirements for this RFP.

We have local staff in Brunswick County that will be assigned to the servicing of this account. While we do not operate with “on call” staff, we are hopeful that our past responsiveness would lend favor to meeting your 24/7 support requirements.

NCS SCOPE OF WORK

BCSO 911 Backup Communications Infrastructure

Backup 911 Data Center

NCS will build out a new 911 Backup Datacenter to meet the requirements of this RFP. Industry standards will be applied to all aspects of this room to ensure the most robust and modern design possible for the given space.

Furnish and install the following:

Rack Systems

Overhead ladder tray system

Horizontal and Vertical cable managers as required

Patch panels

Patch cords

Grounding

Category 6 Infrastructure

Mounting Board for Telco Equipment

PDU's With Smart Monitoring (Connects to primary 911 system)

Electrical Work

Environmental Conditioning

Engineering Services/Permitting

Door Access Control

BCSO currently utilizes an S2 door access control platform across its current facilities. NCS will expand this system to incorporate the Back-up facility. Doing so, will make for a seamless user experience between facilities, saving both time and money. This system will provide access control to 11 doors.

Furnish and install the following:

Network controller
System programming
Electrified locking hardware
Door Hardware
Card readers
Door positions switches
Wireless devices
Cabling

Camera System

NCS will provide a stand-alone Panasonic/Video Insight camera system to include 9 IP cameras and server. While the system will function as a standalone system with onsite storage, NCS will provide the necessary programming to allow a single log-in to allow viewing of BCSO cameras.

Furnish and install the following:

12TB Server
Programming
4 outdoor multi-sensor cameras
5 indoor fixed/360 cameras
Mounts
Aruba Network Switches to match existing infrastructure (for Cameras only)
Filed Wiring

UPS System

In accordance with the RFP, NCS will provide an Emerson-Liebert UPS System. This System will provide uninterrupted power to the power outlets and lighting in the 911 Operational and Datacenter areas only and the Command room. The intent of the UPS is to maintain 911 service only, long enough for the generator to cycle on and carry the load. PDUs will be provided at each rack location.

Furnish and install the following:

UPS Battery Cabinet

UPS Batteries

UPS Setup Services

By-Pass Cabinet

Commissioning

Automatic Transfer Switch

Grounding

Electrical Panels

Breakers

Field Wiring

Engineering Services/Permitting

Generator System

NCS will provide a building generator system (not to include the single-phase bay area) to support the building and building systems in the event of a power outage. The Generator/ Fuel cell will be located on the back left corner of the property and will connect to the existing service panels via an Automatic Transfer Switch.

Furnish and Install the Following:

175Kw generator

72-hour Fuel Tank (Fuel to be provided by BCSO)

Field Wiring

Generator/Fuel Status Monitoring

Site Work

Concrete Pad

Engineering Services/Permitting

911 Operator Workstations

All other scopes previously detailed directly support the Operator Workstation, which is the core of this project.

Furnish and install the following to each Workstation:

Field Wiring

Quad UPS power outlet

KVM to consolidate the number Keyboard and mouse

Engineering Services/Permitting

General Site Prep and Demo

Based on the current site condition, certain general construction/demo will be necessary to prep the site for its intended use. NCS sound will facilitate the following services.

Site dumpster

Demo Work

Datacenter Window enclosed

Sheetrock removal and patching

One coat of primer/paint in affected project areas only (final paint by others)

BDA System

NCS Sound has included and Potter BDA system for this building. The BDA system will amplify and retransmit the NC Viper frequencies to ensure proper coverage within the space.

Furnish and Install the Following:

System Head-end

Antennas

Field Wring

Cell Booster

NCS will ensure cell coverage within the space, by installing a SureCall cell booster. This system will amplify and retransmit available cell signals from the outside to the inside of the building.

Furnish and Install the Following:

System Head-end

Antennas

Field Wring

Not Included in Scope of Work based off NCS's understanding of the RFP:

The desk for Operator Workspace

Monitors

Computers or Owner network equipment

Any Audio-Visual systems

Existing or unknown building/electrical issues

Anything not called out in this RFP

TOTAL PROJECT INVESTMENT TAX NOT INCLUDED**\$965,000.00**

NC Sales tax will be added to each invoice

A Pricing Breakdown has been included at the end of this Document

PROPOSED EQUIPMENT

Model	Description
Door Access	
9600-630	HES 9600 Series Surface Mount Electric Strike
NDE80BDSPA626	NDE Wireless Cylindrical Door Lock, Sparta, Satin Chrome
4300-3M-101-628	Electrified Deadlatch Monitored, 1 1/8" Backset, Surface Mount
4591-04-00628	Deadlatch Paddle, Push to Right, 1-3/4", Clear Anodized
MT15	Allegion Mullion Reader Wall Mounted
GRI-180-12WG	3/4" Wide Gap Steel Door Recessed Switch Sets
CK-IS310WH	REQUEST TO EXIT PIR, WHITE
AC251822B-YE-1000	Access Control Complete Design, 1000', Yellow
BCH12-U-2-4	J Hook 3/4" Beam Fasteners Flange 1/8" to 1/4"
S2-NN-E2R-WM	Network Node Wall Mounted with 1 AMC Blade
S2-ACM	Access Control Application Blade 2 Reader, 4 Input & output, 1Pk
S2-GWE	Allegion Engage Gateway for NDE and LE wireless locks.
AL600ULACM	6A Power Supply w/ ACM8
UB1280	Sealed Lead Battery 12volt 8 amp
Misc. Material Cost	Workshop to Storage, Single Door
Misc. Material Cost	CCOM to File Storage, Double Doors
Misc. Material Cost	Exterior to Break Out Room, Double Doors
Voice and Data Communications	
10032094	LANmark-1000 Cat6 Plenum 4-Pair UTP, 1000', Blue
69586-U24	1RU 24-Port Flat 110-Style Panel, Cat 6
69586-U48	2RU 48-Port Flat 110-Style Patch Panel, Cat6
49255-L24	1RU 24-Port Flat QuickPort Patch Panel, Magnifying Lens Label Holder, Empty
41089-1WP	QuickPort 1-Port Surface-Mount Box, White
43080-S12	Stainless Steel QuickPort Wall plate, Dual Gang, 12-Port
43080-1S4	Stainless Steel QuickPort Wall plate, Single Gang, 4-Port
43080-1S2	Stainless Steel QuickPort Wall plate, Single Gang, 2-Port
61110-RL6	Extreme Cat 6 UTP Channel-Rated QuickPort Connector, 1Pk, Blue
61110-RE6	Extreme Cat 6 UTP Channel-Rated QuickPort Connector, 1Pk, Black
61110-RR6	Extreme Cat 6 UTP Channel-Rated QuickPort Connector, 1Pk, Dark Red
61110-RV6	Extreme Cat 6 UTP Channel-Rated QuickPort Connector, 1Pk, Green
61110-RG6	Extreme Cat 6 UTP Channel-Rated QuickPort Connector, 1Pk, Grey
61110-RO6	Extreme Cat 6 UTP Channel-Rated QuickPort Connector, 1Pk, Orange
61110-RP6	Extreme Cat 6 UTP Channel-Rated QuickPort Connector, 1Pk, Purple

61110-RW6	Extreme Cat 6 UTP Channel-Rated QuickPort Connector, 1Pk, White
61110-RY6	Extreme Cat 6 UTP Channel-Rated QuickPort Connector, 1Pk, Yellow
Misc. Material	Patch Cords
CCS-PRO8-US	8-Port KVM Switch
55053-503	Standard 19" data rack
SB838084BFB	Four Post - Adjustable Server Rack 19" Panel Mounting 84" Height 30-36" Depth, Black
492RU-HFO	Versi-Duct Horizontal Manager, 2RU w/ Cover, Front Only
35522-703	Vertical Double Cable Managers, Black
NS30003	Power Strip
11312-712	12" Triangular Wall Support Bracket, 6"-12" Width, Black
11421-712	3/16" Wall Angle Support Kit, 14"x2"x2", Black
10595-712	3" Channel Rack-to-Runway Mounting Plate, J-Bolts 9" to 12" W, Black
11302-001	90° Junction Splice Kit for Cable Runway 1.5"x.375", Gold
10250-712	Universal Cable Runway, 12"x1.5"x9.96", Black
11301-001	Cable Runway Butt-Splice Kit for 1.5" Stringers, Steel, Gold
SBTMGB12	Telecom Main Grounding Bar
THHN-6-STR-GRN	Green #6 Stranded Ground Wire (PER FOOT)
314721	CP618 Firestop Putty Stick 12/B
SF-4	Smooth Firestop Sleeve, Penetrator 4"
SF-1	Smooth Firestop Sleeve, Penetrator 1"
BCH64	J Hook 4" Flat for Wall Mount 300 4-Pair UTP
BCH32	J Hook 2" Flat for Wall Mount 80 4-Pair UTP
BCH12	J Hook 3/4" Flat for Wall Mount 16 4-Pair UTP
Video Surveillance	
NVR-RL-1-12TB-V3	i-Pro SRL1 Single Xeon 6 Core CPU 16GB RAM Windows 10 Pro
4JN40	DELL 770-BBIC SLIM READY RAILS 2 or 4 post
Aruba	Switch 24 port POE+
566-145-003	Cat6 Patch Cable, 3', Purple
566-145-007	Cat6 Patch Cable, 7', Purple
WV-S4151	5MP Sensor Indoor 360 Dome Camera H.265/H.264/MJPEG 0.84MM Fisheye
WV-S4551L	5MP Sensor Outdoor Vandal Resistant 360 Dome Camera
WV-U2140LA	4MP Indoor Dome Camera, H.365/H.264/MJPEG 3.2MM Fixed Lens
WV-S8531N	Multi-Sensor Outdoor Vandal Resistance Camera, H.265/H.264/MJPEG 3.2-5.7mm Motorized Zoom
WV-X8571N	4X4K (33MP) Multi-Sensor Outdoor Vandal Resistance Camera H.265/H.264/MJPEG 4.6mm Fixed Lens
WV-S3111L	720P iA, H.265 Compact Indoor Dome Network Camera
PACA4GR	Corner mount bracket, Gray
PWM850	Wall Mount Kit Pendant shroud with wall bracket

Subcontractor cost	Additional Electrical work TA Woods
Subcontractor cost	TA Woods 175KW Generator and 72 hr. Tank with ATS
Subcontractor cost	CBHF Engineering Quote P21220
Subcontractor cost	TA Woods Quote 911 electrical
Subcontractor cost	Cabinets, Patching, Window, Dumpster, Cleaning, Paint
Subcontractor cost	Liebert UPS with Batteries- Onsite commissioning

PRICING BREAK DOWN

Backup 911 Data Center	
Item	Amount
Rack Systems	\$ 11,290.32
Overhead Ladder Tray System	\$ 9,376.34
Cable Management System	\$ 4,752.69
Patch Panels	\$ 3,279.57
Patch Cords	\$ 2,715.05
Grounding	\$ 2,279.57
Category 6 Infrastructure System	\$ 43,279.57
PDU Power System	\$ 11,709.68
Electrical Work	\$ 10,964.52
Environmental Cond/Monitoring	\$ 43,010.75
Engineering Services/Permitting	\$ 18,118.28
Total	\$ 160,776.34

Door Access Control	
Item	Amount
Network Controller	\$ 6,102.15
System Programming	\$ 5,376.34
Electrified Locking Hardware	\$ 22,311.83
Door Hardware	\$ 11,860.22
Card Readers	\$ 3,806.45
Door Positions	\$ 1,612.90
Wireless Devices	\$ 8,634.41
Cabling	\$ 13,440.86
Total	\$ 73,145.16

Camera System	
Item	Amount
12TB Server	\$ 6,989.25
Programing	\$ 2,736.56
4 Outdoor Multi Sensor	\$ 4,870.97
5 Indoor 360	\$ 4,381.72
Mounts	\$ 1,612.90
Aruba Switches	\$ 4,301.08
Field Wiring	\$ 10,806.45
Total	\$ 35,698.92

UPS System	
Item	Amount
UPS Battery Cabinet	\$ 11,075.27
UPS Batteries	\$ 49,354.84
UPS Setup Services	\$ 9,139.78
Bypass Cabinet	\$ 19,623.66
Commissioning	\$ 6,989.25
Grounding	\$ 3,602.15
Automatic Transfer Switch	\$ 12,903.23
Electrical Panels	\$ 6,236.56
Breakers	\$ 1,881.72
Field Wiring	\$ 30,645.16
Engineering Services/Permitting	\$ 20,752.69
Total	\$ 172,204.30

Generator System	
Item	Amount
175K Generator	\$ 220,860.22
72 Hour Fuel Tank	\$ 26,881.72
Site Work	\$ 16,432.26
Concert Pad	\$ 13,225.81
Generator/Fuel Status Alerts	\$ 8,064.52
Field Wiring	\$ 48,494.62
Engineering Services/Permitting	\$ 25,268.82
Total	\$ 359,227.96

911 Operator Stations	
Item	Amount
Field Wiring	\$ 16,666.67
Quad UPS Power Outlets	\$ 11,559.14
KVMS	\$ 17,204.30
Engineering Services/Permitting	\$ 9,139.78
Total	\$ 54,569.89

General Site Prep and Demo	
Item	Amount
Site Dumpster/Cleanup	\$ 5,161.29
Demo Work	\$ 13,225.81
Sheetrock	\$ 8,602.15
Window enclosed	\$ 5,107.53
Primer Coat	\$ 4,838.71
General Construction Services	\$ 13,360.22
Total	\$ 50,295.70

BDA System	
Item	Amount
System Head-end	\$ 27,704.30
Antennas	\$ 4,677.42
Filed Wiring	\$ 6,236.56
Total	\$ 38,618.28

Cell Booster System	
Item	Amount
System Head-end	\$ 10,752.69
Antennas	\$ 4,677.42
Filed Wiring	\$ 4,086.02
Total	\$ 19,516.13

Request Info	
Type	Budget Amendment
Description	911 Backup Site RFP
Justification	Board Meeting 03/21/2021-Appropriate estimated county funded portion of the project converting the Hickman's Road Library to the new 911 Center Backup Site Infrastructure project as required by state statute and to authorize the Fiscal Operations Director to adjust the budget for the final county portion as determined by project cost and state funding.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	957920	Increase	Credit
104375	459000	Central Communications Center	Cap Outlay-Improvements	957920	Increase	Debit

Total	
Grand Total:	1915840

Request Info	
Type	Budget Amendment
Description	ETS FB 911 Backup Site
Justification	Board Meeting 03/21/2021-Appropriate estimated additional Emergency Telephone fund balance funded portion of the project converting the Hickman's Road Library to the new 911 Center Backup Site Infrastructure project as required by state statute and to authorize the Fiscal Operations Director to adjust the budget for the final emergency telephone fund balance portion as determined by project cost and state funding.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
224376	399100	Emergency Telephone System	Fund Balance Appropriated	126448	Increase	Credit
224376	455000	Emergency Telephone System	Cap Outlay-Equipment	188368	Increase	Debit
224376	459000	Emergency Telephone System	Cap Outlay-Improvements	-61920	Decrease	Credit

Total	
Grand Total:	252896



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

From:
Elliot Swain

Action Item # V. - 15.
Soil and Water Grant Evaluations

Issue/Action Requested:

The Brunswick Soil and Water Conservation District is requesting the approval for Agricultural Development and Farmland Preservation Trust Fund and NRCS Agricultural Land Easement grant applications for a conservation easement, and Environmental Educators of North Carolina mini grant.

Background/Purpose of Request:

At the Districts November Board meeting, district supervisors moved to agree to hold a conservation easement for Bellamy Family Farm, LLC and assist with conservation easement grant applications with the North Carolina Agricultural Development and Farmland Preservation Trust Fund and The Natural Resources Conservation Services Agricultural Land Easements program. The purpose of the conservation easement grants are for the purchase of the development rights for the farm located at 1330 Hickman Rd NW Calabash, NC. Parcel ID 2240000901 with The Brunswick Soil and Water Conservation District as the grantee.

The purpose of the Environmental Educators of North Carolina mini grant is to assist in the development of a Plant Life Cycle education program for Brunswick County 6th grade students.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend approval for Agricultural Development and Farmland Preservation Trust Fund and NRCS Agricultural Land Easement grant applications for a conservation easement, and Environmental Educators of North Carolina.
mini grant.

ATTACHMENTS:

Description

- ☐ Conservation Easement ADFP Grant Evaluation Form and Supporting Documents
- ☐ NRCS ALE Grant Evaluation Form and Supporting Documents
- ☐ Environmental Educators of North Carolina Mini Grant Evaluation



BRUNSWICK COUNTY

Grant Application Evaluation Form

Lead Department:		Date:	
Department Head:		Department Contact for Grant:	
Co-Applicants / Other Participating Departments/Agencies/Community Organizations:			
Grant Title:			
Funding Organization:			
Grant Period/Term:	Grant Amount: \$	☐ 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.			
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? <i>Supplanting occurs when a state, local, or Tribal Government reduces state, local, or tribal funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity.</i>		☐ 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:	☐ Yes ☐ No
Description of items or services to be purchased with funds:	
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

Director of Fiscal Operations

Date

County Manager

Date

☐ Approved by County Manager
☐ Requires BOCC (Agenda Item Needed)



BRUNSWICK COUNTY

Grant Application Evaluation Form

Lead Department:		Date:	
Department Head:		Department Contact for Grant:	
Co-Applicants / Other Participating Departments/Agencies/Community Organizations:			
Grant Title:			
Funding Organization:			
Grant Period/Term:	Grant Amount: \$	☐ 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.			
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? <i>Supplanting occurs when a state, local, or Tribal Government reduces state, local, or tribal funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity.</i>		☐ 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:	☐ Yes ☐ No
Description of items or services to be purchased with funds:	
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

Director of Fiscal Operations

Date

County Manager

Date

☐ Approved by County Manager
☐ Requires BOCC (Agenda Item Needed)



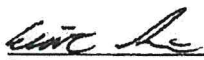
BRUNSWICK COUNTY

Grant Application Evaluation Form

Lead Department: Soil and Water		Date: 2/16/22	
Department Head: Elliot Swain		Department Contact for Grant: Marybeth Watkins	
Co-Applicants / Other Participating Departments/Agencies/Community Organizations:			
Grant Title: 2022 Environmental Educators of NC Mini-Grant			
Funding Organization: Environmental Educators of North Carolina			
Grant Period/Term: April 10, 2022 - December 1, 2022	Grant Amount: \$ 250.00	☒ 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. The purpose of this grant is to provide support to promote excellence in environmental education across North Carolina. If awarded, Soil and Water will use grant funding to kick-start a new Plant Life Cycle Program for Brunswick County 6th grade students. The program will create a lesson aligned with NC essential standard 6.L.1 and pollinator friendly plants, plant stands, and seed starter kits.			
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? <i>Supplanting occurs when a state, local, or Tribal Government reduces state, local, or tribal funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity.</i>		☐ 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:	☐ Yes ☒ No
Description of items or services to be purchased with funds: plant species selected specifically to support pollinating birds and insects. Specifically, members of the squash, bean and maize (or like in structure) families. Seed starter kits will be purchased to be used alongside the soil an water plant stands.	
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

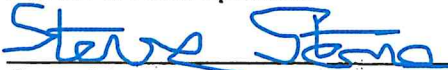
I have read, and am familiar with Brunswick County's Grant Policy. I acknowledge that as the Department Head, I am agreeing to be responsible for the administration of this grant and will ensure all requirements are fully met in a timely manner.


 Department Head Signature

2-24-22
 Date

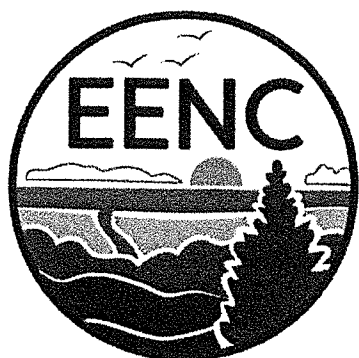

 Director of Fiscal Operations

2-25-22
 Date


 County Manager

2-25-22
 Date

☐ Approved by County Manager
☐ Requires BOCC (Agenda Item Needed)



Environmental Educators of North Carolina

Home » About EENC » News

» Now Accepting Proposals: 2022 EENC Mini-Grant

[Back to list](#)

NOW ACCEPTING PROPOSALS: 2022 EENC MINI-GRANT

Mon, January 10, 2022 5:08 PM | **Anonymous member** (Administrator)

What difference would \$250 make for your teaching? Could it pay for that workshop you've been dreaming of taking? Materials for a professional development course you want to facilitate? Resources for an environmental education project in your community?

EENC recognizes that in our field, sometimes a little bit goes a long way in making a difference for the teachers, non-formal educators, government employees, students and volunteers we work with. EENC is pleased to announce the fourth year of our mini-grant program. Open to dues-paying members of EENC, the goal of this grant is to provide support to promote excellence in environmental education across North Carolina.

EENC will award \$2500 in mini-grants in 2022. Accepted proposals can range from \$50 to \$250. Each member can submit one proposal per year, either on their own behalf or on behalf of an organization or school. Funding will be distributed on a reimbursement basis to awardees after their projects are completed.

2022 Grant Timeline:

- January 10: RFP Opens
- February 28: Application Deadline
- April 1: All applicants notified of status via email
- April 10-December 1: Eligible project dates
- December 14: Final deadline for project reports

Eligibility Criteria:

- Who may apply: student, new to EE, professional, senior, life, and all organizational members of EENC. *Honorary members are not eligible.*
 - Slight preference will be given to first-time applicants and those who were EENC members prior to January 1, 2022, but all eligible members are welcome to apply.
- What you can apply for: Anything that would promote excellence for environmental education in NC, including but not limited to: professional development course fees, substitute teacher fees to allow professional development attendance, student field trip/virtual program fees, educational books or materials for facility/classroom/workshop, garden resources, etc.
 - Ineligible requests include: food purchases for any reason and anything related to EENC's conference, mini-conference, events and workshops (please see our other scholarship applications for those events).
- Location: Projects must occur in NC and recipient must live in NC
- Project time frame: Proposed projects must start on/after April 10, 2022 and be completed by December 1, 2022.

To Apply:

Eligible Members: Log in to your EENC account here and **apply online** by 11:59 pm, February 28, 2022. Not eligible yet? **Join as a member online** or **upgrade your honorary membership** to apply! Questions? Contact Lauren Pyle at director@eenc.org

[Add comment](#)

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Environmental Educators of North Carolina

P.O. Box 4904
Chapel Hill, NC 27515-4904

[FACEBOOK](#) [LINKEDIN](#) [INSTAGRAM](#)

Website questions? [Click here to contact the Communications Chair.](#)



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

Action Item # V. - 16.

Tax Admin - March 2022 Releases

From:

Jeffery Niebauer

Issue/Action Requested:

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

Background/Purpose of Request:

Approval of the tax releases for March 2022. A summary of the releases is listed below.

County real property release value \$1,969,030 (7 releases)

Bolivia real property release value 90,970 (1 release)

County personal property release value \$1,000 (1 release)

County VTS March 2022 release value \$313,596 (14 releases)

Smithville VTS March 2022 release value \$8,255 (2 release)

Belville VTS March 2022 release value \$69,480 (2 releases)

Holden Beach VTS March 2022 release value \$5,540 (1 release)

Oak Island VTS March 2022 release value \$8,255 (2 releases)

St James VTS March 2022 release value \$49,781(2 releases)

Shallotte VTS March 2022 release value \$51,120(2 releases)

For information purposes only

Bolivia fire district \$780 (1 release)

Northwest fire district \$227.53 (4 releases)

Waccamaw fire district \$67.50 (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 March 2022 releases.

ATTACHMENTS:

Description

- ☐ Tax Releases for March 2022
- ☐ Motor Vehicle Releases (VTS) March 2022 Processed February 2022 (NCDMV Tax & Tag)
- ☐ Fire Fee Releases

Tax Releases for March 2022

Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048468	2/11/2022	Chaloux, Donald & Beverly	25926 (2020)	10716000	Brunswick County	0270005504A		\$327.57-C	\$67,540.00	Improvement removed from property
048471	3/3/2022	MERCER MARLENE M MERCER BERKLEY D	97109 (2021)	80098463	Bolivia	1250002201		\$441.20-C \$45.49-BOL	\$90,970.00	Improvement removed from property
048473	3/3/2022	Renaissance Lifestyle LLC	117998 (2021)	80078547	Brunswick County	016ed016		\$606.25-C	\$125,000.00	Mapping correction
048475	3/3/2022	Renaissance Lifestyle LLC	118161 (2021)	80078547	Brunswick County	241ED016		\$606.25-C	\$125,000.00	Mapping correction
048477	3/3/2022	VEREEN WILBUR ZODOCK	300043 (2021)	24164690	Brunswick County	12600004		\$2528.11-C	\$521,260.00	Clerical error/DE error
048478	3/3/2022	VEREEN WILBUR ZODOCK	300042 (2020)	24164690	Brunswick County	12600004		\$2520.21-C	\$519,630.00	Clerical error/DE error
048479	3/3/2022	VEREEN WILBUR ZODOCK	300041 (2019)	24164690	Brunswick County	12600004		\$2520.21-C	\$519,630.00	Clerical error/DE error

Tax Releases for March 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
048470	3/2/2022	CHERRY MARION G	302017 (2021)	51486330		NULL	LOCKWOOD FOLLY	\$4.85-C \$0.49-LL	\$1,000.00	Did Not Own January 1

Release Category Codes

Release Code Release Type

BHI	BALD HEAD ISLAND
BEL	BELVILLE
BSL	BOILING SPRING LAKES
BOL	BOLIVIA
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 Code Release Type

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
PL04	OFF PREMISES WINE

Release Category Codes

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

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

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

VTS RELEASES PROCESSED FEBRUARY 2022

<u>Adjustment #</u>	<u>Abstract #</u>	<u>Name-Last, First, Middle</u>	<u>Tag #</u>	<u>Year</u>	<u>Make</u>	<u>B-VAL</u>	<u>New Value</u>	<u>Diff.</u>	<u>City</u>	<u>Twp.</u>	<u>Override %</u>	<u>Override Value</u>	<u>Override Status</u>	<u>Acquisition Cost</u>	<u>Acquisition Year</u>	<u>Dep Sch</u>	<u>Exempt Type</u>	<u>Notes</u>	<u>Date</u>	<u>Code</u>	<u>Code Description</u>
1113095	59730993	KENT, KENNETH LEWIS	CM93646	2014	ROAC	5,529	1,248	4,281	29					1,950	2013	B-20		OVERVALUED TRAILER/ BOS 2013=\$1950-DEP	02/02/22	1	Adjusted per Purchase Price
1114261	58650014	MCCULLOUGH, ROBERT JOHN	72201	1967	CHEV	61,500	500	61,000			100	500	PERM					APPLICATION ATTACHED	02/11/22	19	Antique Value Approved
1114807	64792181	DAVIS, APRIL EDMONDSON	JKF9511	2006	TOYT	4,900	1,860	3,040	14	3		1,860						ADJ PER TEC ONLINE, 537,739 miles	02/11/22	20	Appealed value
1114976	64765698	SPENCER, JAMES ANTHONY	CN80355	2015	CAON	5,790	575	5,215	14	3				575	2022			OVERVALUED TRAILER/ BOS 2022=\$575	02/11/22	15	TEC Value Issue
1114959	64317379	KYSER, RANDALL THOMAS	TCJ3510	2019	JEEP	26,130	-	26,130	25								MILITARY	HOR- NY	02/11/22	4	Military Exempt
1114957	58846009	KYSER, RANDALL THOMAS	PMR7485	2020	FORD	43,350	-	43,350	25								MILITARY	HOR- NY	02/11/22	4	Military Exempt
1114997	64847172	WHITTAKER, GARY SCOTT	78274	1970	CHEV	46,000	500	45,500	29		100	500	PERM					APPLICATION ATTACHED	02/11/22	19	Antique Value Approved
1115045	64614897	MCINTURF, RICHARD ALLEN	CN53494	2018	CAON	8,110	2,570	5,540	13					3,024	2018	B20		OVERVALUED TRAILER/ BOS 2018=\$3024-DEP	02/17/22	15	TEC Value Issue
1115332	64238546	SEAVEY, PHILLIP SABON	TJM5697	2022	KIA	36,510	-	36,510	22								MILITARY	HOR- TX ETS- 240331	02/17/22	4	Military Exempt
1116057	64904772	BAKER, STEPHAN ALLAN	TKD4740	2006	HONDA	4,830	-	4,830									MILITARY	HOR- AZ ETS-301031	02/17/22	4	Military Exempt
1116072	35901261	YORASCHEK, RYAN R	DMH6310	2014	MAZD	9,490	-	9,490									MILITARY	HOR- FL	02/17/22	4	Military Exempt
1116073	60119724	YORASCHEK, RYAN R	RBT5251	2019	DODG	48,880	-	48,880									MILITARY	HOR- FL	02/17/22	4	Military Exempt
1116918	64935849	HARNESS, GERALD LEE	HMR1735	2020	JEEP	29,220	14,610	14,610	22								MILITARY	HOR- ND ETS-20250831	02/17/22	4	Military Exempt
1116966	64942178	WORTHINGTON, RONALD BRUCE	CN53194	2016	KARA	6,380	1,160	5,220				1,160						OVERVALUED TRAILER/ ORG BOS 2016=\$1500@5\$DEP	02/17/22	15	TEC Value Issue

MARCH 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
048467	2/11/2022	Chaloux, Donald & Beverly	26124 (2021)	10716000	Brunswick County	0270005504A		\$17.51-NWF	\$0.00	Improvement removed from property
048469	2/11/2022	Chaloux, Donald & Beverly	25926 (2020)	10716000	Brunswick County	0270005504A		\$175.00-NWF	\$67,540.00	Improvement removed from property
048472	3/3/2022	MERCER MARLENE M MERCER BERKLEY D	97109 (2021)	80098463	Bolivia	1250002201		\$780.00-BOLF	\$90,970.00	Improvement removed from property
048474	3/3/2022	Renaissance Lifestyle LLC	117998 (2021)	80078547	Brunswick County	016ed016		\$17.51-NWF	\$125,000.00	Mapping correction
048476	3/3/2022	Renaissance Lifestyle LLC	118161 (2021)	80078547	Brunswick County	241ED016		\$17.51-NWF	\$125,000.00	Mapping correction
048480	3/3/2022	CORONADO DAVID ET CORONADO SANDRA R	31636 (2021)	70264130	Brunswick County	1460001506		\$67.50-WACF	\$0.00	Improvement removed from property

Release Category Codes

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

BHILL	BALH HEAD ISLAND LATE LIST
BELL	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
PL04	OFF PREMISES WINE

Release Category Codes

Release Code	Release Type
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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

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

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



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

From:
Donald Dixon

Action Item # V. - 17.

Utilities - Rice Creek Public Enterprise Improvements Agreement
(Donald Dixon - Deputy Director-Wastewater Operations)

Issue/Action Requested:

Request that the Board of Commissioners consider a request presented by H&H Constructors of Fayetteville, LLC and Brunswick-STU and Associates, LLC the proposed developers of the Rice's Creek Development, to enter into a public enterprise improvements agreement for construction of a 20" sewer force main.

Background/Purpose of Request:

In April of 2008, a Sewer Transmission Reimbursement Agreement was approved between Brunswick-Stu and Associates, LLC, and Brunswick County to provide reimbursement for developer costs associated with the construction of 32,369 feet of sewer transmission line for a 2,736-unit residential development project (Rice's Creek Plantation) along US Highway 17 to the intersection of Old Ocean Highway in Bolivia. The agreement allows reimbursement of \$2,736,000 for the actual construction cost of the 16" Sewer force main that was constructed in 2009 and connects to the Bolivia Pump Station that subsequently pumps into an 8" force main.

After the 2008 agreement with Brunswick-Stu and Associates, LLC, ownership of the Rice's Creek tract was divided into three separate ownerships groups: Brunswick-Stu and Associates (63 Acres), Town Creek Land Partners, LLC (1,134 Acres), and Bubba's Bog, LLC (105 Acres). County staff has received a request from prospective owners, H&H Constructors of Fayetteville, LLC, who are under contract to purchase the residential portions of the project (Town Creek Land Partner's-1,134 Acres and Bubba's Bog -105 Acres) and have subsequently presented plans for a revision to the original application for a 3,400 PUD (Planning Board approval pending).

Representatives of H&H Constructors, LLC and Brunswick-STU and Associates, LLC have proposed a cost sharing approach for this \$9.5M project whereby the developers would contribute \$4.0M towards construction of the force main. The County currently has several projects contemplated within the CIP in the central portion of the County in which the transmission line extension is proposed. There may be opportunity to achieve some economies of scale in completing both the required extension, to meet long term County infrastructure goals, provide additional capacity, and extend service into areas currently not served. Moreover, this agreement would ensure the construction of the 20" sewer force main in the Highway 17 corridor between Bolivia and Supply that would provide both redundancy and additional opportunities to provide service by linking an area devoid of existing sewer infrastructure.

County staff requests that the Board of Commissioners authorize the Chairman and Clerk to the Board to execute the Public Enterprise Improvements Agreement on behalf of the County, subject to final approval of the form of the agreement by the County Attorney.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend that the Board of Commissioners consider a request presented by H&H Constructors of Fayetteville, LLC and Brunswick-STU and Associates, LLC the proposed developers of the Rice's Creek Development, to enter into a public enterprise improvements agreement for construction of a 20" sewer force main.

ATTACHMENTS:

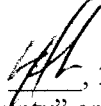
Description

- ▣ Utilities - Sewer Transmission Agreement Brunswick-Stu & Associates - Attach 1
- ▣ Utilities - Public Enterprise Improvements Agreement-Rice Creek - Attach 2

STATE OF NORTH CAROLINA

SEWER TRANSMISSION REIMBURSEMENT AGREEMENT

BRUNSWICK COUNTY

THIS AGREEMENT is made effective as of April , 2008 by and between the COUNTY OF BRUNSWICK (hereinafter referred to as "Brunswick County" or "County") and BRUNSWICK-STU & ASSOCIATES, LLC, a North Carolina limited liability company (hereinafter referred to as the "Developer") to provide reimbursement for developer costs associated with construction of a sewer transmission line on US Highway 17 and Old Ocean Highway in Brunswick County, North Carolina.

WITNESSETH:

WHEREAS; Brunswick County provides wastewater collection, transmission and treatment services on a regional basis within the County; and

WHEREAS; Brunswick County is in the process of constructing regional transmission and collection systems and will continue to do so through its Capital Improvement Program; and

WHEREAS; if a developer desires to develop a tract of land within the County that does not have immediate access to the County's sewer system, the developer may elect to construct a sewer transmission line at its sole expense to connect to the closest point on the County's system; and

WHEREAS; the County's Sewer Use Ordinance contains a provision to reimburse a developer that elects to construct a sewer transmission line in accordance with county specifications and the conditions of the ordinance; and

WHEREAS; Developer has submitted an application requesting to enter into a Sewer Transmission Line Reimbursement Agreement with Brunswick County to receive reimbursement for the construction of a sewer transmission line on US Highway 17 and Old Ocean Highway to serve a 2,736 unit residential development project and a commercial project on an approximately 1,327.60 acre site; and

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. The Developer shall construct approximately 7,156 linear feet of twelve-inch (12 in.) sewer transmission line, approximately 24,177 linear feet of sixteen-inch (16 in.) sewer transmission line and 1,036 linear feet of twenty-inch (20 in.) sewer transmission line along US Highway 17 and Old Ocean Highway to a connection point on Old Ocean Highway at the sewer pump station at Bolivia Elementary School. The Developer agrees that when the flow at the Bolivia Elementary School Pump Station reaches ninety percent (90%) of its total capacity, the County will not

be obligated to issue more building permits unless or until Developer assumes responsibility to construct the twenty-inch (20 in.) force main further along US Highway 17 to a connection point determined by the County near the West Brunswick Regional Wastewater Treatment Facility. It is understood between the parties that the initial connection point at Bolivia Elementary School is not permanent. The transmission line shall be designed by a Professional Engineer licensed in the State of North Carolina and the Developer's engineer shall designate on the development engineering plans the sewer transmission line to be constructed through the reimbursement policy.

2. The project must be competitively bid in accordance with the applicable provisions of the North Carolina General Statutes regulating to public contracts. Primarily this involves NCGS 143-129 "Formal Bidding Procedure" based on the total projected cost of the sewer transmission line to be constructed as part of this Agreement. The Developer or his designee shall provide copies of all bid proposals received, a bid tabulation which is signed and sealed by a professional engineer certifying the bids received and a copy of the executed contract between the Developer and the contractor that must include unit prices and be signed and sealed by a professional engineer. All reimbursements will be based on actual contract costs. However, if the developer determines that it is its best interest to contract with a contractor other than the low bidder, all reimbursement will be based on the lowest bid amount.
3. The selected contractor shall be properly licensed to perform the sewer line construction.
4. Upon completion of construction of the transmission line the Developer or his designee shall submit an Application for Sewer Transmission Line Reimbursement including the actual construction quantities and a Certified Sales Tax Statement from the contractor. The Application shall be signed and sealed by a professional engineer registered in the State of North Carolina.
5. The Developer agrees that the sewer transmission line extended under this Agreement shall be installed and constructed in accordance with the approved plans, specifications and other requirements of the County. Upon completion of construction of the line by the Developer and acceptance of the sewer force main by Brunswick County, the Developer shall dedicate the line to the County for ownership, operation and maintenance.
6. The term of this agreement shall be ten (10) years from the date of this agreement. No reimbursements shall be made after the ten-year term or after the Developer has recovered all eligible reimbursement costs of the sewer line extension, whichever occurs first. This agreement may be terminated at any time by unanimous consent of the parties. No payment shall be made by the County to the Developer until all of the Developers commitments under this agreement are completed.

7. Costs eligible for reimbursement under this agreement includes only the construction of all off-site sewer transmission lines of a regional nature which consists of the approximately 32,369 linear feet of transmission line to be constructed on US Highway 17 and Old Ocean Highway. No costs associated with design, permitting, bidding or construction oversight shall be eligible for reimbursement.
8. The County will collect a Sewer Transmission Recovery Fee for every Residential Equivalent Unit (REU) that connects directly or laterally to the transmission line installed by the Developer. The current Sewer Transmission Capital Recovery Fee is \$1,000 per REU and is subject to be amended as necessary at the discretion of the Board of Commissioners. The fee will be collected from individuals and/or contractors at the time they submit the application for County sewer service. Individual connections or existing units that connect directly to the line will remit the Sewer Transmission Capital Recovery Fee upon application for service. The Sewer Transmission Capital Recovery Fee payment and collection procedures may be amended at any time at the discretion of the Board of Commissioners.
9. The Developer plans to construct/develop 2,736 residential unit equivalents at the 1,327.60 acre site on US Highway 17. The Developer shall pay a Sewer Transmission Capital Recovery Fee in the amount of \$2,736,000.00 for the 2,736 residential units to be constructed. This amount shall be credited against the total actual transmission line construction cost. The remaining balance, if any, between the total actual construction cost and the \$2,736,000 will be eligible for reimbursement during the term of this Agreement. The provisions of this Paragraph 9 are not intended to limit the collection of REUs from third parties, as provided in Paragraph 8 hereof.
10. The County shall reimburse the Developer for all Residential Equivalent Units for which a Sewer Transmission Capital Recovery Fee is collected by the County for projects or individual connections to the line constructed by the Developer annually on or before January 31st. The reimbursements will be made in the amount collected for each REU based on the prevailing Sewer Transmission Capital Recovery Fee. Reimbursements paid to the Developer shall not exceed the total amount of Sewer Transmission Capital Recovery Fees collected for this project and shall not exceed the cost of constructing the transmission line. All Sewer Transmission Capital Recovery Fees collected by the County that exceed the documented construction costs of the line constructed under this Agreement shall be retained by the County.
11. The developer will present the construction plans and specifications for the on-site collection system for the proposed residential development project. Following a review and approval of the plans by the Public Utilities and Engineering Departments, the County will execute the permit application for the collection system for submittal to the NC Division of Water Quality for approval. The permits may be approved by the county in phases at its discretion. It is understood by the parties that the construction costs associated with the developers on-site collection system is not eligible for reimbursement under this agreement.

12. If either party breaches the terms of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof from the non-defaulting Party (ten (10) days for monetary defaults), the non-defaulting Party shall be entitled to pursue all of its remedies at law or in equity, including, without limitation, specific performance.
13. Any notices permitted or required by this Agreement shall be in writing and shall be deemed given as of the date and time that the same are hand delivered; received during normal business hours by confirmed electronic or facsimile transmission; within three (3) business days after deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid; or when delivered by a recognized overnight courier; and addressed to the Parties at the addresses set forth below or at such other address as the Parties shall from time to time designate to the other by notice in writing as herein provided. Notices to be sent pursuant to this Paragraph shall be sent to the following addresses:

If to Brunswick County:

BRUNSWICK COUNTY GOVERNMENT
45 Courthouse Drive, NE
Bolivia, NC 28422
Attn: County Manager

Phone No. (910) 253-2000
Fax No. (910) 253-2022
Email: mlawing@brunsco.net

If to the Developer:

BRUNSWICK-STU & ASSOCIATES, LLC
7101 Creedmoor Road, Suite 101
Raleigh, NC 27613
Attn: H. Arthur Sandman, Member-Manager

Phone No. (919) 676-8790
Fax No. (919) 676-4617
E-mail: hasbubba@aol.com

With copy to:

SANDMAN, ROSEFIELDE-KELLER & MURPHY
7101 Creedmoor Road, Suite 142
Raleigh, NC 27613
Attn: Cindy S. Rosefielde-Keller, Esq.

Phone No. (919) 847-7275
Fax No. (919) 847-7335
E-mail: cindyrk@sandmanlaw.com

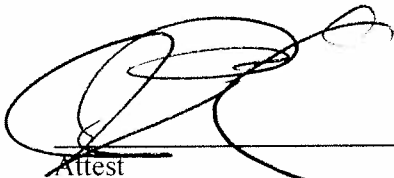
14. MISCELLANEOUS.

- A. Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties with regard to the subject matter hereof, and all prior contemporaneous oral or written agreements between the parties are merged herein. The parties have participated fully in the negotiation and preparation

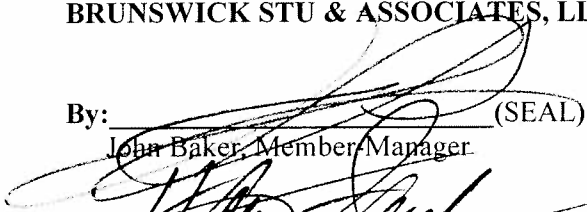
hereof; and accordingly, this Agreement shall not be more strictly construed against one of the Parties.

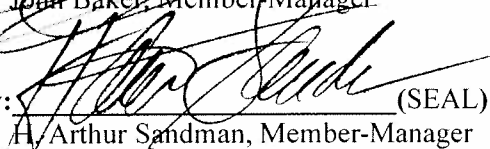
- B. Assignment and Amendment: This Agreement may be assigned or amended only by an agreement in writing signed by the Parties.
- C. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, assigns and other legal representatives.
- D. Governing Party. This Agreement is executed in and shall be governed by the Laws of the State of North Carolina.
- E. Severability. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not effect any other provision hereof unless such invalidity would materially effect the economics of the transaction.
- F. No Waiver. No waiver by either Party of any default shall be deemed a waiver of any prior or subsequent default under the same or other provisions of this Agreement.

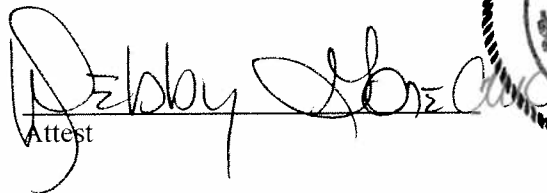
IN WITNESS WHEREOF, the parties hereto have caused this Sewer Transmission Line Reimbursement Agreement to be duly executed as of the day and year first above written.


Attest

BRUNSWICK STU & ASSOCIATES, LLC

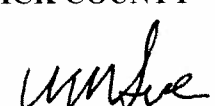
By:  (SEAL)
John Baker, Member-Manager

By:  (SEAL)
H. Arthur Sandman, Member-Manager

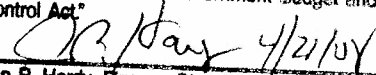

Attest



BRUNSWICK COUNTY


William M. Sue, Vice-Chairman

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

 4/21/04
Ann B. Hardy, Finance Director
Brunswick County, North Carolina

NORTH CAROLINA

PUBLIC ENTERPRISE IMPROVEMENTS AGREEMENT

BRUNSWICK COUNTY

THIS AGREEMENT is made effective as of _____, 2022 by and between the **County of Brunswick** (hereinafter referred to as “**Brunswick County**” or “**County**”) and Brunswick-STU & Associates, LLC and H&H Constructors of Fayetteville, LLC (hereafter referred to collectively as “**Rice Creek Developers**”) to provide for public enterprise improvements ancillary to a large residential and commercial development to be served by a sewer transmission line along Hwy 17 Bypass from Benton Road to Old Ocean Highway (north end).

WITNESSETH:

WHEREAS, the **Rice Creek Developers** are owners and successors in interest to property on which in 2008 was envisioned and approved a planned unit development consisting of approximately 2,736 residential units on approximately 1239 acres, as well as an additional 63 acres intended for commercial development; and

WHEREAS, the **Rice Creek Developers** are parties and/or successors in interest to an April 4, 2008 Sewer Transmission Reimbursement Agreement between Brunswick County and Brunswick-STU & Associates, LLC whereby Brunswick-STU may still be entitled to approximately \$1.6 million in reimbursements according to the terms of that agreement; and

WHEREAS, the costs associated with the proposed sewer line necessary to provide the capacity for the Rice Creek project to connect to the West Brunswick Regional sewer treatment plant is estimated to be approximately \$9.5 million; and

WHEREAS, once complete, the sewer transmission line will also have sufficient capacity to support additional development other than just the Rice Creek project; and

WHEREAS, Brunswick County constructs, maintains, and provides wastewater collection, transmission, and treatment services on a regional basis within the County and will continue to do so through its Capital Improvement Program; and

WHEREAS, the Brunswick County prioritizes its Capital Improvement Program projects for public utilities by weighing numerous factors, including but not limited to cost, funding availability, development needs, capacity, and future growth; and

WHEREAS, North Carolina General Statute § 153A-280 authorizes the County to contract with a developer or property owner for public enterprise improvements that are adjacent or ancillary to a private land development project.

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. **Brunswick County** shall design, permit, acquire necessary encroachment agreements or rights of way, and construct approximately 43,000 linear feet of minimum 20" diameter sewer transmission line along Hwy 17 Bypass from Benton Road to Old Ocean Hwy (north end). The **County** shall initiate design within four months of receipt of the initial payment described in paragraph 4 below.
2. **Rice Creek Developers** shall be responsible for all water and sanitary sewer infrastructure for the portion of the project that is inside the project's current boundary as shown on the approved Rice Creek Project site plan and map. The point of connection for the sewer shall be the existing sanitary sewer manhole located outside the existing Rice Creek pump station. BC will provide sanitary sewer capacity as obligated by the NCDWQ permit for the Rice Creek Pump Station as modified to include the new 20" diameter sewer transmission line that will include the 1300gpm flow rate needed for the Rice Creek Development. As to the point of connection for water service, the parties shall mutually agree on the points of connection once **Rice Creek Developers** has conducted a water modeling study and/or otherwise supplied information that satisfies the design requirements of the Brunswick County Engineering Department. Once satisfied that the design requirements are met, Brunswick County will operate the water system to Rice Creek Development so as to supply adequate pressure and flows as required by North Carolina Department of Insurance and Brunswick County Fire Marshall requirements.
3. **Rice Creek Developers** shall submit to Brunswick County Engineering all information required by the Brunswick County Engineering Design Manual for Water & Sewer Systems in order to obtain the necessary State permits relative to the ability of the design to meet the demands of the anticipated capacity needs of the project. Following permit issuance and initial construction, Brunswick County maintains its water and sewer infrastructure in accordance with the State permits applicable to its system.
4. Although the Rice Creek project is the impetus for undertaking the sewer transmission main extension at this time, the completed transmission line may support additional development other than the Rice Creek project. To facilitate moving forward with the estimated \$9.5M project at this time, the parties agree that an appropriate amount for **Rice Creek Developers** to pay toward construction costs is \$4.0 million.
5. Within six months of the execution of this Agreement, **Rice Creek Developers** will pay \$1,333,333.00 to the County towards construction of the line. Upon final plan completion and prior to construction bidding, **Rice Creek Developers** shall pay another \$1,333,333.00 to the County. Upon final certification of the constructed improvements, **Rice Creek Developers** shall pay the \$1,333,34.00.

6. **Rice Creek Developers** waive the previously described \$1.6 million reimbursement and/or any further reimbursement under the 2008 Sewer Transmission Reimbursement Agreement and the parties acknowledge termination of the 2008 agreement by mutual consent.
7. **Rice Creek Developers** agree that Brunswick County shall be the sole provider for water and sewer services to the Rice Creek Project, and neither **Rice Creek Developers** or its successors will consent to the provision of water and sewer services from another entity.
8. Neither party shall assign this Agreement or its rights thereunder 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.
9. This Agreement shall be governed by the laws of the State of North Carolina. 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.
10. 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.
11. 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.
12. No amendments or changes to this Agreement shall be valid unless in writing and signed by authorized agents of all parties.
13. Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall be sent to:

For **Brunswick County**:

Director of Public Utilities
P.O. Box 249
Bolivia, NC 28422

with a copy to:
Brunswick County Attorney

30 Government Center Dr SE, Suite 325
P.O. Box 249
Bolivia, NC 28422

For Rice Creek Developers:

14. This Agreement constitutes the entire understanding of the parties hereto (whether written or oral) and is intended as a final expression of their mutual understanding. No waiver by any party hereto of any default shall be deemed a waiver of any prior or subsequent default under the same or other provisions of this Agreement.
15. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Sewer Transmission Line Reimbursement Agreement to be duly executed as of the day and year first above written.

For RICE CREEK DEVELOPERS:

H&H Constructors of Fayetteville, LLC

Attest

By:_____

Title:

Brunswick-STU & Associates, LLC

Attest

By: _____
Title:

BRUNSWICK COUNTY

Attest
Daralyn Spivey, Clerk to the Board

By: _____
Randell Thompson, Chair
Brunswick County Board of Commissioners



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

Action Item # VI. - 1.

From:

Jan Clemmons

GIS - Street Adoptions (Jan Clemmons)

Issue/Action Requested:

Request that the Board of Commissioners approve the second reading and adoption of the proposed street names following a public hearing.

Background/Purpose of Request:

The attached street names were named by the property owners, the GIS department or by recorded survey.

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 second reading and adoption of the proposed street names following a public hearing.

ATTACHMENTS:

Description

- List of streets to be adopted

TO	FROM	TOWNSHIP
BLAND LANDING LN SW	NONE	LOCKWOOD FOLLY
BURLED OAK RIDGE LP SE	NONE	LOCKWOOD FOLLY
DUCK FIELD LN SW	NONE	LOCKWOOD FOLLY
LIGHTERED KNOT CT SE	NONE	LOCKWOOD FOLLY
LITTLE MARTHA WAY SE	NONE	LOCKWOOD FOLLY
MCILWAINE DR SW	NONE	LOCKWOOD FOLLY
MERIDIAN FOREST DR SE	NONE	LOCKWOOD FOLLY
OVATES LN SE	NONE	LOCKWOOD FOLLY
RIVER EDEN LN SE	NONE	LOCKWOOD FOLLY
SCRUBJAY CT SE	NONE	LOCKWOOD FOLLY
WALTER PL SW	NONE	SHALLOTTE



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

Action Item # VII. - 1.

From:
Steve Stone, County Manager

Administration - Shallotte Water Utility Consolidation Study
MOU

Issue/Action Requested:

Request that the Board of Commissioners consider approval of a Memorandum of Understanding with the Town of Shallotte to facilitate the water utility consolidation study.

Background/Purpose of Request:

As you know, the the County and the Town of Shallotte are collaborating on a study to consider the feasibility of the Town's water utility being merged into the County's retail water utility. The Memorandum of Understanding affirms the general principles that the two parties agree to with regard to the consolidation study, sets an expected 1 year time frame for completion of the study and consolidation negotiations, and also addresses potential uses of the currently existing Town water reserve fund.

The Town intends to use the reserve funds to "subsidize" the Town's retail water rates to a level that they would approximate current County retail rates during the term of the study. The MOU sets a maximum threshold for usage of the reserve fund to insure that if for some reason the consolidation not occur that the Town system would still have adequate fund reserves.

The parties also agree that should the consolidation occur that the County would act in good faith to consider transfer of the Town employees of the water system that were no longer needed by the Town.

Please note that the proposed consolidation is for the water utility only, as the Town intends to continued to operate it wastewater collection utility.

A copy of the proposed MOU is attached.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners consider approval of a Memorandum of Understanding with the Town of Shallotte to facilitate the water utility consolidation study.

ATTACHMENTS:

Description

▣ Proposed MOU

MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF BRUNSWICK AND THE TOWN OF SHALLOTTE RE CONSOLIDATION OF WATER SYSTEMS

1. PARTIES. The Parties to this Memorandum of Understanding are the County of Brunswick (the County) and the Town of Shallotte (the Town).

2. PURPOSE. The purpose of this Memorandum of Understanding between the County and the Town is to express the mutual desire of the Parties to merge the water distribution system of the Town into the water system of the County by transferring the Town's water system to the County. The County is now, and has been, the wholesale supplier of finished water to the Town for distribution to customers inside the Town limits for decades. The parties believe that there exist mutual benefits to the Town, the County, and the customers of the Town's water system to merge the Town's water system into the County's water system. The Parties also desire to agree to certain actions to be taken by the Parties during the period of time in which a merger of the systems is being studied, negotiated and implemented.

3. EXPECTED TIMEFRAME FOR STUDY AND NEGOTIATIONS. Based on the timing of grant cycles and the need for study and negotiation before a final Agreement is reached, the Parties anticipate that the period of time for study and negotiation is likely to be up to one (1) year from the date of execution of this Memorandum of Understanding.

4. WATER SYSTEM ONLY. The Parties acknowledge that the Town operates both a water distribution system and a sewage collection system. The Town desires to retain the sewer system and the County acknowledges that desire and agrees that the Town's water system is the only utility being considered for consolidation.

5. COOPERATION IN GRANT APPLICATIONS. The Town and the County have cooperated in submitting an application to the NC Department of Environmental Quality, Water Resources Division, for a grant under the Merger/Consolidation Feasibility Grant Program to study the challenges, opportunities, and issues involved with a merger of the Town's water distribution system into the County's water system. Feasibility Grant awards are expected in the first quarter of 2022, and implementation grants are expected later in the year. Following a study of the issues it is expected that the Parties will take certain actions to address the issues identified in the study and proceed to negotiate the transfer of the Town's system to the County. The Parties agree that they will cooperate with one another in applying for additional grant funding to cover any expenses that may be determined to be necessary to implement the transfer. For example, but not intended as a limitation, the Parties may apply for grant funding to upgrade or repair elements of the Town's system and to change out the Town water meters to be compatible with the water meters and billing software of the County's system.

6. RATE GUARANTEE. The Town has declared that a principal reason for entering into the water system merger negotiations with the County is to obtain the same rate for the water customers inside the corporate limits of the Town as is enjoyed by other retail customers of the County water system. The County agrees that in any final Agreement to merge the Town's water system into the County system the County will guarantee that retail water customers in Shallotte will be charged the same retail water rate as all other similarly situated retail customers of the County water system.

7. ALLOWED USE OF THE TOWN WATER RESERVE FUND. The Parties acknowledge that the Town currently holds approximately One Million Two Hundred Thousand Dollars (\$1,200,000) in the Town's Water Distribution System Fund (the Reserve Fund). When the County wholesale water rates increased in January, 2022 the retail water rates for customers of the Shallotte water system rose to cover the pass through increase, and such Town retail rates will be higher than County retail rates for similarly situated County customers. The Parties acknowledge that the Town desires to reduce the financial burden of increased water rates on Town water system customers during the period that the Town and County study and negotiate the system merger. To effectuate the goal of providing relief to Town water customers from the increased rates the Parties agree that the Town may use the funds in the Reserve Fund to subsidize the retail water rates charged to water customers of the Town's water system from and after the effective date of the County wholesale water rate increase. It is the Town's intention to subsidize the rates such that the rate charged by the Town to customers of the Shallotte Water System will mirror the rate that would be charged to a similarly situated County retail customer. The Parties acknowledge that the use of the funds in this manner will deplete the Reserve Fund, although the projection is that less than half of the Reserve Fund would actually be used based on estimated costs to subsidize rates and the expected timeframe for study, negotiation and implementation of the merger of the Town Water System into the County Water System. As a safeguard, the County and the Town agree that if the Reserve Fund is reduced by fifty percent (50%) of the value it held as of the date of execution of this MOU, the Town will cease subsidizing the rates of Shallotte customers unless there is a reasonable certainty that the merger will be consummated and that the merger will occur before the Reserve Fund is depleted to thirty percent (30%) of the value it held as of the date of execution of this MOU. Under no circumstances will the Reserve Fund be depleted below thirty percent (30%) of the value it held as of the date of execution of this MOU. Further, if for any reason the Town and the County determine that a merger of the water systems will not occur, the Town will immediately stop subsidizing retail rates of Town water customers. The Parties agree that any funds remaining in the Reserve Fund at the point in time of merger of the water systems those funds shall be transferred to the County along with other agreed assets of the Town water system. Except for any remaining balance of funds in the Reserve Fund, the Parties agree that no other cash payment will be required from the Town to the County as a condition of the transfer of the Town's water distribution system to the County.

8. COST SHARING OF CONSOLIDATION STUDY EXPENSES. The Parties acknowledge that there will be expenses incurred in the study of consolidation of the Town's water system into the County water system. By way of example, but not intended as a limitation, there may be engineering studies, legal analysis of easement and right of way documents, and other consultants necessary to effectuate a successful and effective merger. The Parties agree to share equally between them all expenses reasonably necessary to study and negotiate the merger of the water systems, provided however, that each party shall bear their legal expenses separately.

9. SEWER SYSTEM BILLING. The Parties acknowledge that the Town will continue to provide sewage collection service in the Town after the transfer of the water system to the County. The Parties also acknowledge that the billing methodology for sewer rates is based on the volume of water metered to each customer and that the Town will need assistance from the County to maintain an accurate billing system for the Town sewer system. The Parties agree to negotiate in good faith to achieve a reasonable solution for the sewer billing system upon transfer of the water system to the County. By way of illustration, but not intended as a limitation, a

solution could be the transfer of water usage data from the County to the Town, or a contractual agreement for the County to bill the sewer charges on behalf of the Town as part of the County water bill.

10. TRANSFER OF EMPLOYEES. The Parties acknowledge that the Town currently has eight and one half (8 ½) positions budgeted in the Water Department. The Town believes that one or more of the employees in these positions will still be necessary to assist in operation of the Town Sewer system or in other Town departments, but that not all of the employees currently employed in the Water Department will be retained by the Town. The Parties agree to negotiate in good faith on the possible transfer to the County Water Department of current Town Water Department employees who are not retained by the Town.

AGREED TO AND EXECUTED THIS THE ____ DAY OF _____, 2022.

County of Brunswick

By:_____

Randy Thompson, Chairman, Board of County Commissioners

ATTEST:

Daralyn Spivey, Clerk to the Board

Town of Shallotte

By:_____

Walt Eccard, Mayor

ATTEST:

Sandy Strickland, Town Clerk



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

Action Item # VII. - 2.

From: Emergency Services-Lyle Johnston Emergency Services-American Ambulance New Franchise Agreement

Issue/Action Requested:

Consideration of approval for a new ambulance franchise agreement for American Ambulance, LLC.

Background/Purpose of Request:

American Ambulance, LLC. is requesting an ambulance franchise agreement to provide non emergency medical transports within Brunswick County.

Fiscal Impact:

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

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend approval for a new ambulance franchise agreement for American Ambulance, LLC.

ATTACHMENTS:

Description

- ▣ American Ambulance LLC Franchise Agreement

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

FRANCHISE AND AGREEMENT

THIS FRANCHISE AND AGREEMENT is made and entered into this 8th day of March, 2022 by and between the **COUNTY OF BRUNSWICK**, a North Carolina body politic and corporate, hereinafter called "COUNTY," and **COASTAL CAROLINA CPR, LLC D/B/A AMERICAN AMBULANCE SERVICE**, 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, Coastal Carolina CPR, LLC d/b/a American Ambulance Service 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, 2022. 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-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 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.

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.

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.

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.

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.

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
Brunswick County Commissioners

ATTEST:

Clerk to the Board

[SEAL]

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

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, 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 a duly authorized officer and/or Chairman of the Board (if applicable), by authority duly given by the governing board of Coastal Carolina CPR, LLC d/b/a American Ambulance Service.

**COASTAL CAROLINA CPR, LLC D/B/A
AMERICAN AMBULANCE SERVICE**

By: _____

CHRISTOPHER B. ENNIS

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, certify that Christopher Ennis personally came before me this day and acknowledged that he/she is the member/manager (Officer Title) and/or Chairman of the Board of Directors of **Coastal Carolina CPR, LLC d/b/a American Ambulance Service** and that by authority duly given and to act as said authorized Officer and/or Chairman of the Board, the foregoing instrument was signed in its name by its member/manager (Officer Title) and/or Chairman.

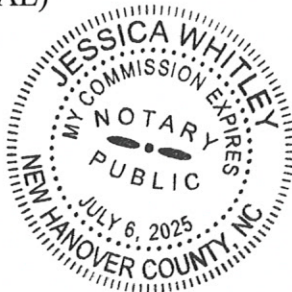
WITNESS my hand and official seal, this 2nd day of march, 2022.

Jessica Whitley

Notary Public

My Commission Expires: 7-6-25

(SEAL)





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

Action Item # VII. - 3.

From: Emergency Services - Emergency Operations Plan Update
Edward Conrow

Issue/Action Requested:

Request that the Board of Commissioners authorize staff to immediately begin the process to engage a consultant and develop a new Emergency Operations Plan.

Background/Purpose of Request:

Brunswick County is responsible for the countywide Emergency Operations Plan. The current plan was originally adopted in 2014 and with the growth and changes within the county we are requesting to conduct a full rewrite of the plan to meet the current needs of the community. The rewrite will be an all hazards plan to include pandemic response and will follow the FEMA CPG 101 guidelines.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners authorize staff to immediately begin the process to engage a consultant and develop a new Emergency Operations Plan.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
March 21, 2022

Action Item # VII. - 4.

From:
John Nichols, P.E.

Utilities - LCFWSA Raw Water Line Resolution (John Nichols,
PE - Director of Public Utilities)

Issue/Action Requested:

Request that the Board of Commissioners approve the resolution requesting funds for a 10-mile parallel raw water line serving Brunswick, Pender, and New Hanover counties.

Background/Purpose of Request:

LCFWSA has the role of providing raw water from the Cape Fear River to treatment facilities throughout three counties, serving over 550,000 customers. Brunswick County is the contract operator responsible for the repair of leaks in this system, without disrupting normal utility operations. To resolve a risk of another major leak such as the one in November of last year, a parallel water main is needed.

The current estimated cost of such an installation is \$54 million. Taking on this cost alone would impact LCFWSA and its customers significantly. This resolution, if approved, will result in Commissioners and LCFWSA board of directors to call upon the legislators for assistance in the funding of an especially crucial portion of infrastructure to the state of North Carolina.

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 resolution requesting funds for a 10-mile parallel raw water line serving Brunswick, Pender, and New Hanover counties.

ATTACHMENTS:

Description

▣ LCFWSA Resolution

County of Brunswick
Office of the County Commissioners



**Resolution Requesting Funding of a 10 Mile Parallel Line
For the Lower Cape Fear Water and Sewer Authority**

WHEREAS, the Lower Cape Fear Water and Sewer Authority (Authority) serves Brunswick, Bladen, Pender, New Hanover, Columbus Counties, and the City of Wilmington with a Board of Directors representing those local governments; and

WHEREAS, the Authority, as the largest regional raw water supplier in Eastern North Carolina, has the primary role of providing raw water from the Cape Fear to supply treatment facilities that serve 550,000 customers in three separate counties; and,

WHEREAS the Brunswick County Board of Commissioners wish to ensure reliable availability and redundancy; and

WHEREAS, this past November, the Authority experienced a major leak on a segment of line without redundancy; and

WHEREAS, Brunswick County Utilities is the contract operator of the Lower Cape Fear Water & Sewer Authority system responsible for the repair of leaks and the repair of these leaks on portions of main without redundancy results in significant disruption of its own utility operations; and

WHEREAS, should this same type of leak have occurred during the peak seasonal months, the potable water needs of the Authority's wholesale customers, to include the State Port, ten regional medical facilities, the Sunny Point Military Terminal, the rail terminal in Leland and the Port terminal in Boiling Springs Lakes, and numerous other essential operating businesses and facilities would be at risk, forcing those users to take extreme conservation measures during a worst-case crisis scenario; and

WHEREAS the current estimated cost for a 48" parallel line to resolve this risk is projected to be \$54 million; and

WHEREAS such funding burden would endanger or preclude funding for routine maintenance or other critical projects for the foreseeable future; and

WHEREAS the Brunswick County Commissioners along with the Authority's Board of Directors calls upon the legislators to assist in funding this critical regional infrastructure for eastern North Carolina.

NOW, THEREFORE, BE IT RESOLVED, by the Chairman and the Brunswick County Board of Commissioners request members of the North Carolina Legislature to allocate funding for a ten-mile parallel line for the purposes of redundancy, reliability, and emergency management.

THEREFORE, BE IT FURTHER RESOLVED, that a copy of this resolution be recorded in the permanent minutes of this Board.

Adopted this 21st day March of 2022.

Randy Thompson, Chairman

Daralyn Spivey NCCCC
Clerk to the Board