BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
February 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. Administration - Change for Financial Advisory Services Phase Three (3) School General Obligation Bonds

   Request that the Board of Commissioners receive information and approve the agreement with Davenport Public Finance due to the termination of the contract with Stifel, Nicolaus & Company, Inc. to serve as the county's financial advisor for the upcoming phase three (3) general obligation bonds issue of $51,500,000.

2. Administration - Surplus Property Offers for Upset Bid Process

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

3. Board Appointment - Fire Fee Committee - Southport Fire District

   Request that the Board of Commissioners appoint Ms. Rebecca Kelly as the community member to represent the Southport Fire District on the Fire Fee Committee and review the committee member list for any additional changes.

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

   Request that the Board of Commissioners approve the Draft Minutes from the January 18, 2022 Regular Meeting.

5. County Attorney - Cameron Woods Deed of Dedication, Phase 4A, Lots 6-16, 53-58, & 77-79

   Consider accepting the Deed of Dedication for water and sewer infrastructure for Cameron Woods, Phase 4A, Lots 6-16, 53-58, & 77-79.

6. County Attorney - Deed of Dedication for The Sanctuary at Sunset Beach, Phase 1

   Consider accepting the Deed of Dedication for water and sewer infrastructure for The Sanctuary at Sunset Beach, Phase 1.

7. County Attorney - Land Transfer and Easement for Department of Transportation

   To convey 0.012 of an acre and grant an easement to the NCDOT for utilities, drainage, and construction in order to facilitate a bridge project on N. Mulberry Rd. in Shallotte

8. County Attorney - The Hamptons, Ph 2, Lots 1005-1047, 1070-1083, 1093

   Consider accepting the Deed of Dedication for water and sewer infrastructure for The Hamptons, Phase 2, Lots 1005-1047, 1070-1083, & 1093.

9. County Attorney - The Villas at Seaside, Phase 1 DOD

   Consider accepting the Deed of Dedication for water and sewer infrastructure for the Villas at Seaside, Phase 1.

10. County Attorney - Winnabow Volunteer Fire Dept. DOD

Consider accepting the Deed of Dedication for water only infrastructure for the Winnabow Volunteer Fire Department.

11. Emergency Services - North Carolina Emergency Management MOA

    Request the Board of Commissioners approve a Memorandum of Agreement with the State of North Carolina Public Safety Emergency Management for Homeland Security Grants Program for exercise grant funds.

12. Finance - Contract to Audit Accounts Martin Starnes & Associates, CPAs, P.A.

    Request that the Board of Commissioners approve a one year contract for audit services with Martin Starnes & Associates, CPAs, P.A.

13. Finance - Fiscal Items

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

    -Wastewater Tap on Supplies Budget Amendment
    Appropriate $360,000 of taps and connections revenue for capital outlay tap on supplies for additional sewer grinder tank packages.

    -2022 Limited Obligation Bonds refunding of 2012 Limited Obligation Bonds Budget Amendment
    Appropriate $11,215,000 of proceeds from 2022 Limited Obligation Bonds, refunding series 2012 LOBS.

    -Airport Grant 36237.45.18.3 Budget Amendment and CPO
    Appropriate $59,000 of additional funds awarded from NC Department of Transportation for the airport grant 36237.45.18.3 for reimbursement to the Cape Fear Regional Jetport.

    -Sheriff's Office GASB 84 Budget Amendment
    Appropriate $75,000 of Sheriff Trust revenue and $50,000 of Sheriff Seizure restricted revenue to be used in corresponding expenditure lines for the implementation of GASB 84 for the required elimination of agency funds for fiduciary activities.

    -DSS Revenues GASB 84 Budget Amendment
    Appropriate $200,000 of representative payee revenues to corresponding expenditure line as required by GASB 84 for the required elimination of agency funds for fiduciary activities.

    -Brunswick County Schools GASB 84 Budget Amendment
    Board Meeting 02/21/2022-Appropriate $255,000 of miscellaneous revenues and $45,000 of NSF Check Penalties revenue for Brunswick County Schools expenditure line as required by GASB 84 for the required elimination of agency funds for fiduciary activities.

    -Parks and Recreation Insurance Refund Budget Amendment
    Appropriate $7,833 of insurance proceeds for replacement of fencing stolen from Town Creek Park in December of 2021.

    -Emergency Telephone System Eligible Expense Budget Amendment
    Appropriate $34,758 of fund balance appropriated for additional $34,758 of eligible service and maintenance contracts expenditures in Emergency Telephone System Fund.

-Financial Reports for January 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: http://brunswickcountync.gov/finance/reports

14. GIS - First Reading and Schedule Public Hearing on March 21, 2022 for Street Name Adoptions

    Request that the Board of Commissioners approve the first reading of the street names and set the date of the public hearing for March 21, 2022.

15. Health and Human Services - Health Services - AA - 908 Mosquito and Tick Suppression

    Request that the Board of Commissioners approve the Agreement Addendum for activity 908 - Mosquito and Tick Suppression.

16. Health and Human Services - Health Services – Communicable Disease Nurse Positions

    Request that the Board of Commissioners review and approve Health Services' proposal to create (2) Temporary Communicable Disease Nurse positions using state funds

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

    Request that the Board of Commissioners schedule a public hearing on April 18, 2022 to hear any comments or suggestions on the Public Housing Agency goals, objectives and policies.

18. IT - Budget Amendment - Enterprise Backup Yearly Support

    Request that the Board of Commissioners approve Davenport Group DDVE and DPS4VM contract in the amount of $26,626.00.

19. Operation Services - Tip Fee Exemption Request

    Request that the Board of Commissioners approve a tip fee exemption at the Brunswick County Landfill for Knotts Landing Road Maintenance Association, Gio Fund and River of Life Baptist Church.

20. Operation Services - Water Management Projects

    Request that the Board of Commissioners approve the proposed water management project by the mosquito control division.

21. Register of Deeds - Preservation of Record Books

    Request that the Board of Commissioners concur and authorize removal of records from the Register of Deed's office to the Kofile Technologies facility for a period of no more than 90 days from the approval of said Board.

22. Sheriff's Office - Body Cameras Donation Resolution

    Request that the Board of Commissioners authorize a resolution allowing for the donation of 25 VISTA body cameras to the Basic Law Enforcement Training program at Brunswick Community College.

23. Sheriff's Office - MOU with FBI for Firing Range Use

    Request that the Board of Commissioners authorize the County Manager to execute a Memorandum of Understanding (MOU) with the Federal Bureau of Investigation (FBI) for the usage of the Firing Range. The County Manager would also be approved to execute any possible amendments during the term.

24. Sheriff's Office - Trade-In of Motorcycles and Purchase of Motorcycles

    Request that the Board of Commissioners approve the trade-ins of two Harley-

Davidsons to purchase two Harley-Davidsons. The total value of the motorcycles and needed equipment, after trade-ins, is $40,286.28 and will be covered using existing vehicle insurance revenues.

25. Tax Administration - Annual Tax Advertisement Order for 2021 Unpaid Tax Liens

    Request that the Board of Commissioners approve the advertisement of 2021 unpaid tax liens on real property.

26. Tax Admin - February 2022 MV Discovery Valuation & Levy for January 2022

    Request that the Board of Commissioners approve the February 2022 motor vehicle valuation and levy discoveries created in January 2022.

27. Tax Administation - February 2022 Releases

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

28. Utilities - Survey of Property - Mini Brooks Exemption by Resolution (Donald Dixon - Deputy Director-Wastewater Operations)

    Request that the Board of Commissioners approve a resolution for exemption of qualifications-based selection requirements of G.S. 143-64.31 (Mini-Brooks act) and authorize Withers Ravenel to provide a minor subdivision survey and plat of Tax Parcel #16900001 along Old Lennon Road.

VI. Presentation

1. Clerk to the Board - Presentation - Recognizing National Girl Scout Week

   Request the Board of Commissioners adopt the Proclamation recognizing National Girl Scout Week 2022.

2. Health and Human Services - Health Services – Brunswick County Substance Use & Addiction Commission,(Cris Harrelson, Public Health Director)

   Request that members of the Brunswick County Substance Use and Addiction Commission be allowed to present the latest local and state data and trends of opioid misuse to the Board of Commissioners.

VII. Public Hearing

1. Code Administration - Residential ADA Access Ramp Fee Addition

   Request to add a Residential ADA Access Ramp fee of $5 into our Residential Standard Fee Schedule.

VIII. Administrative Report

1. Engineering - FY16 Enterprise Water Mains Top (7) & Apollo Street - Contract C & D Completion (Wm. L. Pinnix, P.E.)

   Request that the Board of Commissioners approve bidding for construction the final two contracts (Contract C and Contract D) of the FY16 Enterprise Water Main Top (7) & Apollo Street project.

IX. Other Business/Informal Discussion

X. Closed Session

1. Closed Session

   Request the Board enter closed session pursuant to N.C.G.S. 143-318.11(a)(5) to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property.

XI. Adjournment

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

Action Item # V. - 1.
Administration - Change for Financial Advisory Services Phase Three (3) School General Obligation Bonds

From:
Steve Stone

Issue/Action Requested:
Request that the Board of Commissioners receive information and approve the agreement with Davenport Public Finance due to the termination of the contract with Stifel, Nicolaus & Company, Inc. to serve as the county's financial advisor for the upcoming phase three (3) general obligation bonds issue of $51,500,000.

Background/Purpose of Request:
In November 2016, voters approved a referendum for the issuance of $152 million in general obligation bonds. These bonds are being issued in three (3) phases to construct, improve and renovate school facilities. Phase three (3) of the GO bonds will be issued June/July 2022 in the amount of $51,500,000 inclusive of all financing costs.

It is highly recommended to have a financial advisor in place due to the Municipal Advisor rule not allowing underwriters and lawyers the ability to provide non-legal or non-deal-specific advice without registering as a Municipal Advisor and particularly with a competitively-placed general obligation bond.

On January 18, 2022, the Board of Commissioners approved an agreement with Stifel, Nicolaus & Company, Inc. to provide financial advisory services for the upcoming phase three (3) general obligation bond issue of $51,500,000. Stifel, Nicolaus & Company, Inc. has decided to no longer provide municipal financial advisory services and the County has agreed to terminate the financial advisory agreement.

Davenport Public Finance has agreed to provide the same financial services for upcoming phase three (3) general obligation bond issue with a total fee of $30,000 to include all out of pocket expenses.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Fee will be paid from bond proceeds

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners receive information and approve the agreement with Davenport Public Finance due to the termination of the contract with Stifel, Nicolaus & Company, Inc. to serve as the county's financial advisor for the upcoming phase three (3) general obligation bonds issue of $51,500,000.

ATTACHMENTS:

Description

- FA Agreement (Brunswick County NC Series 2022 GO) Davenport

Davenport Public Finance
101 N. Tryon Street
Charlotte, NC 28246

February 3, 2022

Mr. Aaron Smith
Director of Fiscal Operations
Brunswick County, North Carolina
PO Box 249
Bolivia, NC 28422

Dear Mr. Smith,

On behalf of my colleagues at Davenport & Company LLC ("Davenport"), we are pleased to provide this Letter Agreement to Brunswick County, North Carolina (the "County") to provide financial advisory services. In accordance with Rule G-23 of the Municipal Securities Rulemaking Board, Davenport is required to have a written agreement with the County disclosing the financial advisory services it will provide and the basis of its compensation.

Based upon our recent discussions, we understand that the County would like Davenport to provide transactional services related to the County's proposed General Obligation bond issuance to fund Public School Capital Improvements (the "Project"). Included below, please find Davenport's proposed Scope of Services for the engagement and the basis for compensation.

At the County's discretion, additional Financial Advisory services may be requested from time-to-time, including financial reviews, capital planning, debt capacity analyses, debt affordability analyses, debt issuance support, debt refinancing analysis and support and other financial advisory services. At the time of such request for additional services, the County and Davenport will agree on a Scope of Work and Fee Arrangement that will be memorialized as an addendum to this Agreement.

Scope of Services

Transaction Services for Competitively Offered General Obligation Bonds, Series 2022:

1. Prepare a detailed financing calendar to ensure the Bonds are priced and closed in time to meet the County's financing needs. The financing calendar will include all required notices, County Board actions, public hearings (if necessary), Local Government Commission ("LGC") requirements, Rating Agency requirements (if necessary), and other financing milestones.

2. Coordinate the due diligence and issuance process with the LGC and assist in obtaining any necessary approvals.

3. In cooperation with County Staff, the LGC and the County's Bond Counsel, assist in reviewing the necessary documentation including the following:
   - Bond Orders.
   - Issuance / Sale Resolutions.
   - Preliminary / Final Official Statement
   - Notice of Sale
   - Other related Bond documentation.

4. Coordinate all aspects of the rating agency interactions, including:
   - Schedule the rating agency meetings / calls.
   - Provide each rating agency with the required background information on the County's proposed bond issuance, finances and other items of interest in preparation for the rating agency interactions.
   - Prepare a comprehensive rating agency presentation on behalf of the County to be used as the basis for discussion with the rating agencies. This presentation will incorporate financial, economic, demographic and economic development-related information specifically coordinated to help position the County to receive favorable rating agency feedback.
   - Assist with the preparation for the rating agency meetings / calls, including working to prepare those individuals directly and indirectly involved with the ratings process to help ensure a positive interaction that maximizes the County's opportunity to benefit from the rating agency interaction.
   - Coordinate any required follow-up correspondence between the rating agencies and the County to help ensure a complete ratings process.
   - Interface with the rating agencies on the County's behalf to coordinate the drafting and publication of the County's official rating reports.

5. Assist in preparing for and conducting the public sale of securities, including:
   - Review bond related documentation with a particular emphasis on information pertinent to the rating agency presentations and pricing parameters.
   - Model the proposed bond issue and produce schedules outlining sources and uses of funds, debt service, escrow requirements, bond statistics, and other schedules necessary for bond counsel.
   - Provide market related insights as to issuance timing and debt service structure.
   - Coordinate with the Davenport Fixed income Sales and Trading Desk to structure the bid parameters in the Notice of Sale to align with current market expectations.
   - Run sensitivity analyses on all bid parameters to ensure the County’s goals and objectives are met under reasonably anticipated market conditions.
   - Monitor bidder registration and reach out to potential bidders to assist in review/due diligence process in order to maximize participation in the competitive bid process.
   - Analyze bids received to ensure accuracy and compliance with bid parameters.

- Coordinate with the LGC and winning bidder to ensure timely receipt of bid details, good faith wire, and confirmation of final amortization amounts.
- Prepare final financing numbers and amortization schedules for review and signoff by working group.

6. Coordinate with the LGC on the preparation of a detailed closing memorandum to facilitate the efficient closing of the financing and memorialize the key aspects of the financing.

7. Attend County Board meetings, Local Government Commission meetings, and Working Group calls, as requested.

Compensation:

Related to the Transaction Services for Competitively Offered General Obligation Bonds, Series 2022 as outlined in the Scope of Services, Davenport will charge a fixed financial advisory fee of $30,000 (inclusive of any expenses) payable upon the closing of the transaction.

Termination:

Either party may terminate this agreement with 30-day written notice. Davenport will be reimbursed for its out-of-pocket expenses and services provided prior to termination.

Please do not hesitate to reach out to us if you have any questions. We appreciate the opportunity to submit this proposal and we look forward to the opportunity to assist the County.

Sincerely,

Ted Cole
Senior Vice President

Accepted by:

Brunswick County, NC

_____

By

_____

Title

_____

Date

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

Action Item # V. - 2.

From: Administration - Surplus Property Offers for Upset Bid Process
Steve Stone, Deputy County Manager

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

Background/Purpose of Request:

Parcel	Location	Size	Tax Value	Acquired	Cost	Bid
142HA053	Beech Rd, BSL	.37 acres	$4,400.00	12-16-2019	$2,141.95	$2,200.00
142OD007	Cottage LN, BSL	.18 acre	$21,500.00	6-21-2000	$979.06	$5,376.00

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

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

ATTACHMENTS:

Description

- Bid 142HA053
- Bid 142OD007

From: BrunswickCountyNC.gov
To: Steve Stone
Subject: Surplus Land Bid: Parcel # 142HA023
Date: Tuesday, February 8, 2022 1:56:25 PM

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

Leonid Zaroutski
(347) 965-0769
zarsxx@gmail.com
3608 29th Street Apt 6G, Long Island City, NY, 11106, United States
Parcel # 142HA023
Bid Amount: $2200
Optional Additional Comments:

From: BrunswickCountyNC.gov
To: Steve Stone
Subject: Surplus Land Bid: Parcel # 142OD007
Date: Wednesday, February 16, 2022 8:16:57 AM

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

cuteenglishteacher LLC
(513) 833-1273
judithsmetana@gmail.com
1421 Cottage Ln, Southport, NORTH CAROLINA, 28461, United States
Parcel # 142OD007
Bid Amount: $5376.00
Optional Additional Comments:

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

Action Item # V. - 3.
Board Appointment - Fire Fee Committee - Southport Fire District

From:
Daralyn Spivey

Issue/Action Requested:
Request that the Board of Commissioners appoint Ms. Rebecca Kelly as the community member to represent the Southport Fire District on the Fire Fee Committee and review the committee member list for any additional changes.

Background/Purpose of Request:
The Board of Commissioners will set the fire fee rate based on recommendations from the Fire Fee District Committee. Each Fire Fee District Committee consists of the following members:

- Fire Chief
- Commissioner from that district
- Community member chosen by the Fire Department Board
- Community member chosen by the Board of Commissioners
- Fire Marshal or County Manager Designee

Community members appointed by the Board of Commissioners serve at the pleasure of the board, without term. It is recommended that Ms. Rebecca Kelly serve as the community member representing the Southport Fire District, replacing Ms. Mary McCarthy. All other members will remain the same unless directed otherwise by the Board of Commissioners.

Fire Fee Committee meetings will be held in April per the legislative requirements, with scheduling to begin in March.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners appoint Ms. Rebecca Kelly as the community member to represent the Southport Fire District on the Fire Fee Committee and review the committee member list for any additional changes.

ATTACHMENTS:

Description

- 2022 Fire Fee Committee Roster

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
BOARD APPOINTMENTS

2021 FIRE FEE COMMITTEE

Fire Department	Member	District	Phone	Email
Sunset Beach	Bob Stinson	1	910 209 3499	bob@plangoals.com
Shallotte Point	Jerry Thrift	1	910-617-2869	jerrythrift2@gmail.com
Calabash	Ronnie Mitchell	1	336-902-8816	no email address
Grissettown/Longwood	Carol Dunham	1	910-5756812	carol_eric537@yahoo.com
Ocean Isle	Wayne Rowell	1	910-575-6717	oibwayne@gmail.com
Tri-Beach	Rickie Robinson	2	910-470-2676	rr5074@yahoo.com
Civietown	Napoleon “Poli” Barefoot	2	910-754-8111	nbbarefoot@wwpemlaw.com
Supply	Warren Kroe	2	910-465-3535	liper@mail.com
Bolivia	Jerry Shane Guyton	2	910-262-6612	shaneshtgandac@gmail.com
Sunset Harbor/Zion Hill	Michelle Ingram	3	910-616-2731	annamichelleingram@gmail.com
Oak Island	Ted Bodenschatz	3	336-575-4479	theob726@gmail.com
St. James	Bill Bittenbender	3	910-253-9846	billbitt42@atmc.net
			910-279-0511 (c)	
Southport	Rebecca Kelly	3	910-443-0371	rebeccanckelly@gmail.com
Winnabow	Chris Bordeaux	4	910-269-1267	cbo@atmc.net
Boiling Springs Lakes	Sean Fenick	4	910-620-1847	seanfenick@yahoo.com
Waccamaw	Jeremy King	4	910-231-9438	5kingsofnc@gmail.com
Shallotte	Kenneth Williams	4	910-754-3828	kbwilliams1017@gmail.com
			910-620-7018 (c)	
Northwest	Darren Grice	5	910-619-3137	gricetrucksales@gmail.com
Leland	Bill Wilson	5	910-620-0432	wilsonb6076@gmail.com
Navassa	Valorie Hatten	5	910-265-1297	v.hatten@yahoo.com

Sunset Beach
Mr. Bob Stinson
602 Planters Ridge Drive
Sunset Beach, NC 28468
910 209 3499
bob@plangoals.com

Shallotte Point
Mr. Jerry Thrift
1624 lakeview Court SW
Ocean Isle Beach, NC 28469
910-617-2869
jerrythrift2@gmail.com

Calabash
Mr. Ronnie Mitchell
8933 Landing Drive SW
Sunset Beach, NC 28468
336-902-8816

Grissettown/Longwood
Ms. Carol Dunham
537 Gladstone Circle
Ocean Isle Beach, NC 28469
910-5756812
carol_eric537@yahoo.com

Ocean Isle
Mr. Wayne Rowell
10 Asheville Street
Ocean Isle Beach, NC 28469
910-575-6717

Tri-Beach
Mr. Rickie Robinson
1815 Robinsonville Rd SW
Supply, NC 28462
910-470-2676
rr5074@yahoo.com

Civietown
Mr. Napoleon Barefoot
PO Box 543
Supply, NC 28462
nbbarefoot@wwpemlaw.com

Supply
Mr. Warren Kroe
1172 Palatka Place SE
Bolivia, NC 28422
910-754-6427
liper@mail.com

Bolivia
Mr. Jerry Shane Guyton
3615 Lewis Loop Road SE
Bolivia, NC 28422
910-262-6612
shaneshtgandac@gmail.com

Sunset Harbor/Zion Hill
Michelle Ingram
3093 Valderama Way SE
Bolivia, NC 28422
910-616-2731
annamichelleingram@gmail.com

Oak Island
Mr. Ted Bodenschatz
201 Ocean Dr.
Oak Island, NC 28465
336-575-4479
theob726@gmail.com

St. James
Mr. Bill Bittenbender
3482 Beaver Creek Dr.
St. James, NC 28461
910-253-9846 / 910-279-0511 (c)
billbitt42@atmc.net

Southport
Ms. Rebecca Kelley
5971 Dutchman Creek Rd
Southport, NC 28461
rebeccanckelley@gmail.com

Winnabow
Mr. Chris Bordeaux
5432 Maultsby Road
Leland, NC 28451
910-269-1267
cbo@atmc.net

Boiling Springs Lakes
Sean Fenick
510 Woodhaven Rd.
Southport, NC 28461
seanfenick@yahoo.com

Waccamaw
Mr. Jeremy King
6000 Old King Road
Ash, NC 28420
910-231-9438
5kingsofnc@gmail.com

Shallotte
Mr. Kenneth Williams
451 McMilly Rd
Shallotte, NC 28470
910-754-3828 -/ 910-620-7018
Kbwilliams1017@gmail.com

Northwest
Mr. Darren Grice
5400 Northwest Road
Riegelwood, NC 28456
910-619-3137
gricetrucksales@gmail.com

Leland
Bill Wilson
8775 Northridge Drive, NE
Leland, NC 28451
(Temp. Address: is 121 Baldwin Drive, Apt #108, Leland, NC 28451)
910-620-0432
wilsonb6076@gmail.com

Navassa
Valorie Hatten
122 North Navassa Rd
Leland, NC 28451
910-265-1297
v.hatten@yahoo.com

**Community members appointed by the Board of Commissioners serve at the pleasure of the board, without term.*

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

Action Item # V. - 4.
Clerk to the Board - Meeting Minutes January 18, 2022

From:
Daralyn Spivey

Issue/Action Requested:
Request that the Board of Commissioners approve the Draft Minutes from the January 18, 2022 Regular Meeting.

Background/Purpose of Request:

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the Draft Minutes from the January 18, 2022 Regular Meeting.

ATTACHMENTS:

Description

- Draft Regular Meeting Minutes 2022-01-18

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
January 18, 2022
6:00 P.M.

The Brunswick County Board of Commissioners met in Regular Session on the above date at 6:00 p.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.

PRESENT:	Commissioner Randy Thompson, Chairman Commissioner Mike Forte, Vice-Chairman Commissioner J. Martin Cooke Commissioner Pat Sykes Commissioner Frank Williams
STAFF:	Randell Woodruff, County Manager Bob Shaver, County Attorney Steve Stone, Deputy County Manager David Stanley, Deputy County Manager Aaron Smith, Finance Director Daralyn Spivey, Clerk to the Board Meagan Kascsak, Communications Director Neal Galloway, IT Raquel Perez, Executive Assistant Lt. Tate 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 6:00 p.m.

II. INVOCATION/PLEDGE OF ALLEGIANCE

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

III. ADJUSTMENTS/APPROVAL OF AGENDA

Chairman 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

1. No comments were received.

V. APPROVAL OF CONSENT AGENDA

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

1. **Administration – Financial Advisory Services Phase Three (3) School Obligation Bonds – Approved**
   The Board of Commissioners approved the agreement with Stifel, Nicolaus & Company, Inc. to serve as the county's financial advisor for the upcoming phase three (3) general obligation bonds issue of $51,500,000.

DRAFT

2. **Administration – Surplus Property Offers for Upset Bid Process - Approved**
The Board of Commissioners accepted, subject to the upset bid process, offers that have been submitted for surplus parcels that meet the value parameters previously established by the Board.

3. **Clerk to the Board – JCPC Board Appointment – Approved**
The Board of Commissioners appointed Vice- Chairman Mike Forte to the JCPC Board.

4. **Clerk to the Board – Meeting Minutes – December 6, 2021 - Approved**
The Board of Commissioners approved the draft minutes from the December 6, 2021 Regular Meeting.

5. **Code Administration – Request a Public Hearing be Scheduled to Consider Specifying a Residential ADA Access Ramp Fee - Approved**
The Board of Commissioners approved the scheduling of a Public Hearing during the February 21, 2022 Commissioners Meeting to consider adding a Residential ADA Access Ramp Fee into the Fee Schedule.

6. **County Attorney – Meridian Forest Subdivision Deed of Dedication- Approved**
The Board of Commissioners accepted the Deed of Dedication for water and sewer infrastructure for the Meridian Forest Subdivision.

7. **County Attorney – Somerset Subdivision DOD - Approved**
The Board of Commissioners accepted the Deed of Dedication for water infrastructure Somerset Subdivision.

8. **County Attorney – Temporary Easement for the Town of Belville - Approved**
The Board of Commissioners granted a temporary construction easement over the Belville Elementary property for the construction of a multi-purpose path.

9. **Engineering – Courthouse Addition & Renovation – Monteith Construction Contract Change Order (4) - Approved**
The Board of Commissioners reviewed and approved Change Order #4 with Monteith Construction Corporation for the courthouse addition and renovation project in the amount of $101,082.00 and fifteen (15) additional contract construction days.

10. **Finance - Fiscal Items - Approved**
The Board of Commissioners approved the following Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature:

-Brunswick Waterway Park Improvement Budget Amendment and CPO
Transfer $126,127 from the county capital reserve to the Brunswick Waterway Park project for expenditures to date which are not grant eligible due to the project not being complete. The term of the grant has expired with no additional grant extensions eligible.

-Airport Grant 36244.58.13.1 Additional Funds Budget Amendment and CPO
Appropriate $31,272 of additional state grant funds and $3,475 of local match for grant modification to grant 36244.58.13.1 as approved by NCDOT-Division of Aviation.

-Ocean Ridge Reclaimed Water Main Budget Amendment and CPO
Transfer $10,000 from the wastewater capital reserve to the Ocean Ridge Reclaimed Water Main project for expenses outside the scope of the engineering contract such as appraisals.

-Register of Deeds Additional Revenues Budget Amendment
Appropriate Register of Deeds Excise Tax revenue in the amount of $2,500,000 and corresponding expenditure lines due to the State fees associated with revenue collected.

-DSS Low-Income Household Water Assistance Program Budget Amendment
Appropriate $177,276 of federal revenues awarded by Department of Health and Human Services to Brunswick County for the Low-Income Household Water Assistance Program for service months December 2021 through May 2022.

-Occupancy Tax Budget Amendment

DRAFT

Appropriate Occupancy Tax revenue of $750,000 and corresponding expenditures for projected Occupancy Tax thru June 30, 2022.

-Financial Reports for November 2021 and December 2021 (unaudited)
Included are Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All reports provided at: http://brunswickcountync.gov/finance/reports

11. Fire Marshall – Appropriation of Funding Inspection Software – Approved
The Board of Commissioners approved the appropriation of funding for new inspection software for the Fire Marshall's office in the amount of $22,031.00 for a one-time fee and recurring annually of $16,296.00.

12. Governing Body – Regular Meeting Schedule FY 2022-2023 – Approved
The Board of Commissioners adopted the Regular Meeting schedule for FY 2022-2023.

13. Health and Human Services – Social Services – Southeastern Community and Family Services Inc. Community Service Block Grant Application FY 2022-2023 – Approved
The Board of Commissioners reviewed and approved the provided information on Southeastern's Community Service Block Grant refunding application for FY 2022-2023 and authorized the Clerk to sign the provided documentation form.

14. Health and Human Services – WARM 2022 Urgent Repair Program Support Request – Approved
The Board of Commissioners approved an application and 20% funding match up to a maximum of $20,000 for the 2022 Urgent Repair Program to be submitted by the Wilmington Area Rebuilding Ministry, Inc. (WARM) for their housing rehabilitation activities in Brunswick County.

15. Human Resources – Temporary Advancement of Sick Leave Policy – Approved
The Board of Commissioners approved the Temporary Advancement of Sick Leave Policy.

16. Planning – Blueprint Brunswick Additional Services Contract for Municipalities – Approved
The Board of Commissioners approved a contract related to the Blueprint Brunswick Project for additional planning services for the participating Municipalities. The contract will be based on the attached scope of services and will be executed subject to approval by the County Attorney.

17. Planning – NC Map Review Officer Resolution Update – Approved
The Board of Commissioners approved the North Carolina Map Review Officers Resolution that amends the list of NC Map Review Officers designated within Brunswick County. The Resolution reads as follows:

RESOLUTION AMENDING REVIEW OFFICER DESIGNATION FOR MAPS AND PLATS

WHEREAS, North Carolina General Statute §47-30.2 has been enacted into law by the General Assembly of 1997, and pursuant to that statute, the Brunswick County Commissioners have designated certain persons as review officers, and

WHEREAS, there has been a change in the personnel of Brunswick County, and

WHEREAS, it is the intent of Brunswick County Commissioners to provide that there are an adequate number of review officers to prevent patrons unnecessarily waiting and to avoid customer delay in recording maps or plats.

NOW THEREFORE, the Brunswick County Commissioners hereby amend the Map Review Officer Resolution dated September 15, 1997, to add the names of and hereby charge Garrett Huckins and Robert Lewis to execute the duties and obligations of that office, as proscribed in the above-named General Statute. Further, the Commissioners hereby amends the said Resolution to delete the names of Jennifer Dickinson, Miranda Garmenn, and Brandon Hackney. Except as Amended herein, the previous Resolution of

DRAFT

September 15, 1997, remains in full force and effect. This instrument shall be duly executed and then filed in the Brunswick County Register of Deeds Office, indexed in the Grantor Index in the name of the Review Officer named above.

This the 18th day of January 2022.

Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:
Daralyn Spivey, NCCCC
Clerk to the Board (SEAL)

18. **Tax Administration – January 2022 Releases – Approved**
The Board of Commissioners approved the January 2022 releases.

19. **Utilities – McKim & Creed On-Call Engineering Task Order #1 - Approved**
The Board of Commissioners approved a budget amendment in an amount not to exceed $20,000 and ratify the First Amendment to Task Order No. 1 with McKim & Creed, P.A. signed by the County Manager to extend the duration of the Task Order and include the additional funds.

20. **Utilities – Navassa Grant Mapping Task Order – Dewberry – Approved**
The Board of Commissioners approved the proposed On-Call Contract Task Order No. 2 with Dewberry Engineers in the amount of $21,567 and On-Call Contract Task Order No. 3 in the amount of $30,413 to provide engineering services associated with the mapping of the Navassa water and sewer systems respectively.

21. **Utilities – SynaGro Sludge Contract Renewal – Approved**
The Board of Commissioners approved a contract renewal with SynaGro Central LLC for residuals dewatering at the Northwest Water Treatment Plant for an estimated $667,000.

VI. PRESENTATION

1. **Clerk to the Board – Presentation – Community Services Block Grant Program and Family Empowerment Self-Sufficiency Project**
The Board of Commissioners received an opportunity to inquire regarding the Consent Item V.13 titled Health and Human Services – Social Services – Southeastern Community and Family Services Inc. Community Service Block Grant Application FY 2022-2023. The Board posed no questions or comments

2. **Health and Human Services – Presentation – COVID-19**
The Board of Commissioners received an update on the Coronavirus (COVID-19).

3. **Utilities - Project Updates**
The Board of Commissioners received information regarding the status of various key Utilities projects.

VII. OTHER BUSINESS/INFORMAL DISCUSSION

1. **Departure of Current County Manager**: The Board of Commissioners offered their well wishes for a happy and healthy retirement for Mr. Randell Woodruff as this is his last meeting.
2. **New County Manager, Finance Officer and IT Director**: The Board of Commissioners welcomed Steve Stone, former Deputy Manager, promoted to County Manager, Aaron Smith, former Deputy Finance Officer, promoted to Finance Officer and Cindy Hewett as the newly hired Information Technology Director.

VIII. CLOSED SESSION

The Board of Commissioner entered into closed session pursuant to G.S. § 143-318.11(a)(1) to approve closed session minutes, G.S. § 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege, and G.S. § 143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on

behalf of the public body in negotiating the price and other material terms of a proposed contract for the acquisition of real property.

Mr. Shaver noted the above statutory requirements and that these were noted in the agenda.

Commissioner Williams made the motion to enter Closed Session at 6:44 p.m. with Commissioner Cooke seconding and all in favor (5 to 0).

Chairman Thompson called the Regular Session to order at 7:17 p.m.

The following statement was made by Mr. Shaver: The Board, in Closed Session, voted unanimously to approve a settlement of the case of Plantation Building of Wilmington, D.R. Horton and others versus Brunswick County, superior court case number 19-CVS-647.

This case was a class action lawsuit to recover utility capital recovery fees paid during a period from March 5, 2016 through June 30, 2018. This suit, patterned like many others across the state, followed in the aftermath of the State Supreme Court's ruling in Quality Built Homes v. Town of Carthage, which called into question the legal authority of local governments and utilities to require such fees.

The terms of the settlement require the County to pay a total amount of $15,250,000 into a common settlement fund, which will then be administered to the class by an administrator approved by the Court. The County’s payment will represent the County’s entire payment obligation under the settlement agreement, meaning that any administrative expenses or attorney’s fees or other awards come out of that one settlement amount.

The size of the class in this class action consists of 957 individuals, builders, developers, and other entities. The County’s payment represents a refund of amounts paid by the class members during the period in question. The funds will be paid out of existing enterprise fund reserves, not out of general fund tax dollars.

X. ADJOURNMENT

Commissioner Sykes moved to adjourn the meeting at 7:20 p.m. The motion was seconded by Commissioner Williams and passed unanimously (5 to 0).

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

Attest:

_____
Daralyn Spivey, NCCCC
Clerk to the Board

DRAFT

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

Action Item # V. - 5.
County Attorney - Cameron Woods Deed of Dedication, Phase 4A, Lots 6-16, 53-58, & 77-79

From:
Asst. County Attorney--Bryan Batton

Issue/Action Requested:
Consider accepting the Deed of Dedication for water and sewer infrastructure for Cameron Woods, Phase 4A, Lots 6-16, 53-58, & 77-79.

Background/Purpose of Request:
Lennar Carolinas, LLC has submitted a Deed of Dedication for water and sewer infrastructure in Cameron Woods, Phase 4A, Lots 6-16, 53-58, & 77-79. 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
$ 79,255.08 for water
$ 65,263.88 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 4A, Lots 6-16, 53-58, & 77-79.

ATTACHMENTS:

Description

- Cameron Woods, Ph 4A, Lots 6-16, 53-58, & 77-79 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

STATE OF NORTH CAROLINA)
) **DEED OF DEDICATION**
COUNTY OF BRUNSWICK)

THIS DEED OF DEDICATION, made and entered into this 15TH day of NOVEMBER, 20 21, 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.

WITNESSETH:

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

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 service 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 service 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 and does hereby convey to Grantee, its lawful successors and assigns, the following described property:

All of the sewer lines and water lines and equipment to serve Cameron Woods Phase 4A (Lots #6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 53, 54, 55, 56, 57, 58, 77, 78, and 79) 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

Georgetown 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: 11/15/2021 My Commission Expires: 5/29/2023

Notary Public: _____
Print Name: Elizabeth Gouin

[Affix Notary Stamp or Seal below]

ELIZABETH D. GOUIN
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
MY COMMISSION EXPIRES 5/29/2023

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

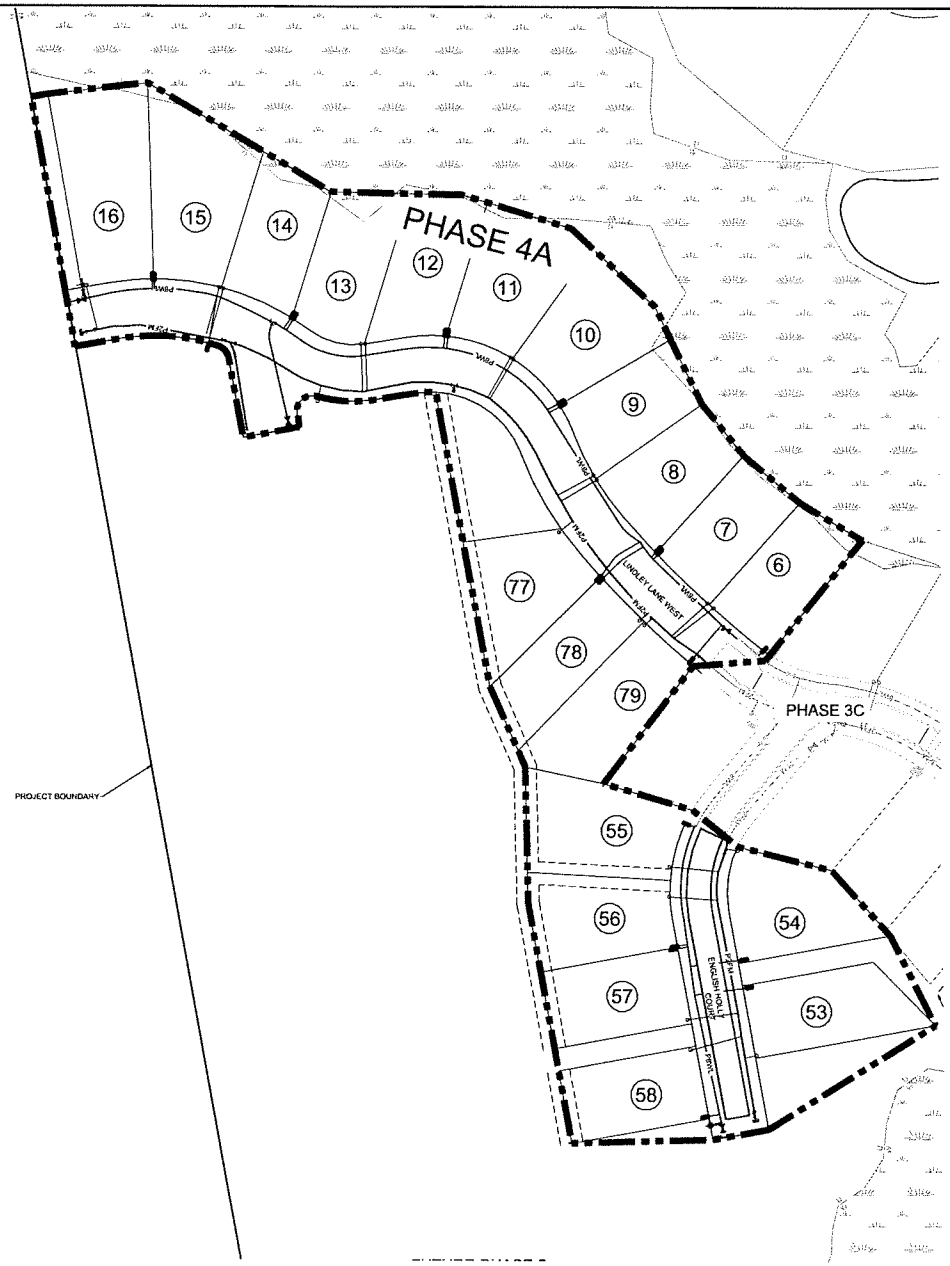
_____

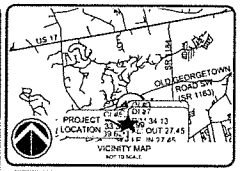
_____, Chairman

_____

_____, Clerk to the Board

EXHIBIT "A"





SEE SHEET C-001 FOR GENERAL NOTES, ABBREVIATIONS, AND LEGEND

FINAL WATER AND SEWER AS-BUILTS

REV. #	DESCRIPTION	REV. BY	DATE
A	AS-BUILT RECORD DRAWINGS	KLH	01/03/2023

REVISIONS

CAPE FEAR ENGINEERING
151 Poole Rd, Suite 100; Belville, NC, 28451
TEL (910) 383-1044; FAX (910) 383-1045
www.capefearengineering.com
N.C. LICENSE # C-1621

PROJECT NUMBER	427-04
SCALE	AS SHOWN
DATE	1/1/2022

CAMERON WOODS
PHASE 4

EXHIBIT
A

PROJECT NUMBER	SHEET NUMBER
427-04	

50 0 50 100
1 INCH = 50 FEET

STATE OF NORTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF BRUNSWICK)

LENNAR CAROLINAS, LLC, a Delaware Limited Liability Company, with an office and place of business in Horry County, South Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner and developer of a tract or parcel of land located in Brunswick County, North Carolina, known as Cameron Woods Phase 4A, 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 for the property hereinafter described and referenced:

All of the sewer lines and water lines and equipment shown on the survey map or plat attached hereto as Exhibit "A", serving Phase 4A (Lots #6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 53, 54, 55, 56, 57, 58, 77, 78, and 79).

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

Signature page to follow.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer, this 15th day of November, 2021.

LENNAR CAROLINAS, LLC
A Delaware Limited Liability Company

By: _____
Scott E. Withington, VP

Georgetown 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.

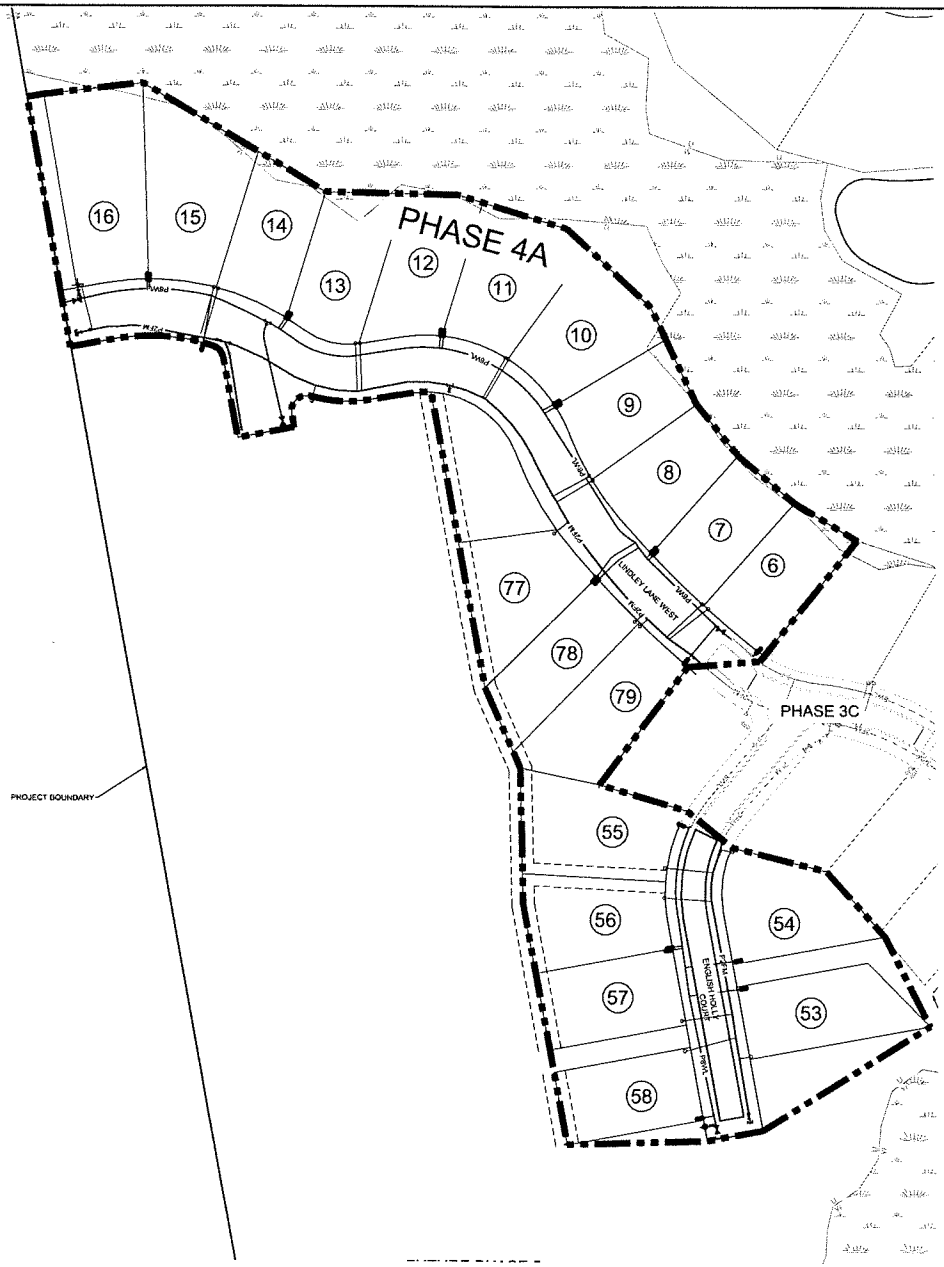
Date: 11/15/2021 My Commission Expires: 5/29/2023

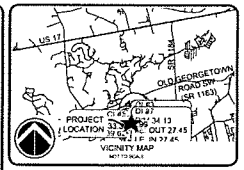
Notary Public: _____
Print Name: Elizabeth Gouin

[Affix Notary Stamp or Seal below]

ELIZABETH D. GOUIN
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
MY COMMISSION EXPIRES 5/29/2023

EXHIBIT "A"





SEE SHEET C-001 FOR GENERAL NOTES, ABBREVIATIONS, AND LEGEND

FINAL WATER AND SEWER AS-BUILTS

REV. #	DESCRIPTION	REV. BY / DATE
A	AS-BUILT RECORD DRAWINGS	KLH 01/03/2021

REVISIONS

CAPE FEAR ENGINEERING
151 Poole Rd ,Suite 100; Belville, NC. 28451
TEL (910) 383-1044; FAX (910) 383-1045
www.capefearengineering.com
N.C. LICENSE # C-1621

PROJECT NUMBER:	427-04
SCALE:	AS SHOWN
DATE:	1/3/2022

CAMERON WOODS
PHASE 4

EXHIBIT
A

PROJECT NUMBER	SHEET NUMBER
427-04	

50 0 50 100
1 INCH = 50 FEET

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

Action Item # V. - 6.
County Attorney - Deed of Dedication for The Sanctuary at Sunset Beach, Phase 1

From:
Asst. County Attorney--Bryan Batton

Issue/Action Requested:
Consider accepting the Deed of Dedication for water and sewer infrastructure for The Sanctuary at Sunset Beach, Phase 1.

Background/Purpose of Request:
Bill Clark Homes of Wilmington, LLC has submitted a Deed of Dedication for water and sewer infrastructure for The Sanctuary at Sunset Beach, Phase 1. 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
$ 234,121.00 for water
$ 137,897.00 for sewer

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Accept the Deed of Dedication for water and sewer infrastructure from Bill Clark Homes of Wilmington, LLC.

County Manager's Recommendation:
Recommend accepting the Deed of Dedication for water and sewer infrastructure for The Sanctuary at Sunset Beach, Phase 1.

ATTACHMENTS:

Description

- The Sanctuary at Sunset Beach, Phase 1

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

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the _____ day of _____, 2022 by and between BILL CLARK HOMES OF WILMINGTON, LLC, a North Carolina Limited Liability Company, with an office and place of business in New Hanover County, and whose address is 127 Racine Drive, Suite 201, Wilmington, North Carolina 28403, party of the first part, hereinafter referred to as "Developer", and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, whose address is P.O. Box 249, Bolivia, NC 28422, party of the second part, hereinafter referred to as "Grantee",

W I T N E S S E T H:

That whereas Developer is the owner and developer of a tract or parcel located in Brunswick County, North Carolina, known as The Sanctuary at Sunset Beach, Phase 1, as described on a plat recorded in Map Cabinet 134 at pages 18-19, (hereinafter collectively "the Development");

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

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

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

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

ITEM ONE

All of the water distribution lines and sewer collection lines and equipment located under, along and within the property described as THE SANCTUARY AT SUNSET BEACH, PHASE 1, as the same appears on a plat thereof recorded in Map Cabinet 134 at pages 18-19 of the Brunswick County Registry and as shown on the Exhibit Map prepared by Paramount Engineers dated 12/06/2021 attached hereto and marked "Exhibit A".

ITEM TWO

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

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

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

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

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

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

Bill Clark Homes of Wilmington, LLC

By: _____(SEAL)
Edward H. Clark, Manager

By: _____(SEAL)
Cheryl Blanton, Manager

STATE OF NORTH CAROLINA
COUNTY OF Brunswick

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

Witness my hand and official seal on this date shown.

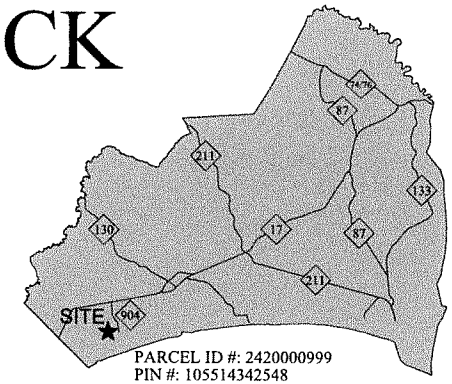
Stacy M Eldridge
Notary Public

Date: January 17, 2022

My Commission Expires: December 5, 2026

- EXHIBIT A -

COUNTY OF BRUNSWICK



PARCEL ID #: 2420000999
PIN #: 105514342548

THE SANCTUARY AT ANGELS TRACE

OWNER
BILL CLARK HOMES
127 RACINE DRIVE
WILMINGTON, NC 28405

SURVEYOR
PARAMOUNTE ENGINEERING, INC.
122 CINEMA DR.
WILMINGTON, NC 28403
PHONE: (910) 791-6707

VERTICAL DATUM: NAVD-88

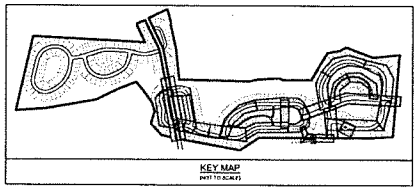
ENGINEER
PARAMOUNTE ENGINEERING, INC.
122 CINEMA DRIVE
WILMINGTON, NC 28403
PHONE: (910) 791-6707
ROB BALLAND, PE
rballand@paramounte-eng.com

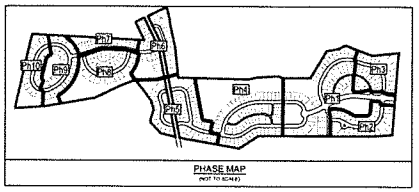
PARAMOUNTE
ENGINEERING INC
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O); (910) 791-6760 (F)

TYPE OF WORK:
RECORD DRAWINGS - LOW PRESSURE FORCE MAIN, GRAVITY SEWER AND WATER MAIN

INDEX OF SHEETS

C-0.0	COVER SHEET
C-5.0 - C-5.10, C-512	UTILITY PLAN & PROFILE


KEY MAP
(NOT TO SCALE)



PHASE MAP
(NOT TO SCALE)

NUMBER	DATE	BY	REVISION DESCRIPTION

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

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

Robert P. Balland

DATE: 12/06/21
SUBMITTAL: 100%
PROJECT NAME: THE SANCTUARY AT ANGELS TRACE
LOCATION: TOWN OF SUNSET BEACH
OWNER: BILL CLARK HOMES
DESIGNER: PARAMOUNTE ENGINEERING, INC.

RECORD DRAWINGS

TECH: ASR
DES: ASR
CHK: RPB
PROJECT NO. 19228.PE
SHEET NO. C-0.0

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for Bill Clark Homes of Wilmington, LLC was accepted by the Brunswick County Board of Commissioners on the _____ day of _____, 2022.

Brunswick County Board of Commissioners

_____

Randy Thompson, Chairman

_____

Daralyn Spivey

Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AFFIDAVIT

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

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

2. That is has caused to be installed water distribution and sewer collection lines under and along the road rights-of-way property hereinafter described and referenced:

BEING all of THE SANCTUARY AT SUNSET BEACH, PHASE 1, as the same appears on a plat thereof recorded in Map Cabinet 134 at pages 18-19 of the Brunswick County Registry

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

This the 17 day of January, 2022.

Bill Clark Homes of Wilmington, LLC

By: _____(SEAL)
Edward H. Clark, Manager

By: _____(SEAL)
Cheryl Blanton, Manager

STATE OF NORTH CAROLINA
COUNTY OF Brunswick

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

Witness my hand and official seal on this date shown.

Stacy M Eldridge
Notary Public

Date: January 17, 2022

My Commission Expires: December 5, 2026

STACY M. ELDRIDGE NOTARY PUBLIC BRUNSWICK COUNTY, NC My Commission Expires 12-05-26

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

Action Item # V. - 7.
County Attorney - Land Transfer and Easement for Department of Transportation

From:
Asst. County Attorney-- Bryan Batton

Issue/Action Requested:
To convey 0.012 of an acre and grant an easement to the NCDOT for utilities, drainage, and construction in order to facilitate a bridge project on N. Mulberry Rd. in Shallotte

Background/Purpose of Request:
Brunswick County Utilities owns Parcel # 18100072, which is a 628 acre parcel used for spray fields. The parcel abuts N. Mulberry Rd and Forest St. Extension in Shallotte.

NCDOT has offered $1800.00 for 0.012 of an acre and an easement needed for a bridge project on N. Mulberry Rd. Utilities accesses the property along Forest St. and does not believe the easement will interfere with their operations.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Attorney's Recommendation:
To convey 0.012 of an acre and grant an easement to the NCDOT for utilities, drainage, and construction in order to facilitate a bridge project on N. Mulberry Rd. in Shallotte

County Manager's Recommendation:
Recommend the Board convey 0.012 of an acre and grant an easement to the NCDOT for utilities, drainage, and construction in order to facilitate a bridge project on N. Mulberry Rd. in Shallotte

ATTACHMENTS:

Description

- NCDOT Mulberry Easement
- County Property

Revenue Stamps $ 4.00

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Kaye Baggett CHECKED BY Dennis Peebles, Jr.

The hereinafter described property ☐ Does ☒ Does not include the primary residence of the Grantor

RETURN TO: Carolina Land Acquisitions, Inc.
104 E. Vance Street
Zebulon, NC 27597

NORTH CAROLINA
COUNTY OF Brunswick
TAX PARCEL 18100072

TIP/PARCEL NUMBER: B-5540 003
WBS ELEMENT: 17BP.3.R.81
ROUTE: N. Mulberry Bridge NW

THIS FEE SIMPLE DEED, made and entered into this the _____ day of _____ 20 ____ by and between County of Brunswick
P.O. Box 249
Bolivia, NC 28422

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of $ 1,800.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in Shallotte Township, Brunswick County, North Carolina, which is particularly described as follows:

Point of beginning being N 1^55'20.5" W, 56.966 feet from -L- Sta 15+00 thence to a point on a bearing of S 44^21'40.9" W 15.165 feet thence to a point on a bearing of S 54^6'10.6" E 37.162 feet thence to a point on a bearing of N 35^53'49.4" E 5.000 feet thence to a point on a bearing of N 35^53'49.4" E 10.000 feet thence to a point on a bearing of N 54^6'10.6" W 34.930 feet returning to the point and place of beginning.

IN ADDITION, and for the aforestated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

Permanent Utility Easement described as follows:
Point of beginning being S 82^34'27.2" E, 62.814 feet from -L- Sta 15+00 thence along a curve 50.714 feet and having a radius of 2130.000 feet. The chord of said curve being on a bearing of S 53^0'24.5" E, a distance of 50.713 feet thence to a point on a bearing of S 88^26'9.7" E 25.286 feet thence to a point on a bearing of N 51^7'57.4" W 71.558 feet thence to a point on a bearing of S 36^18'39.9" W 12.000 feet thence to a point on a bearing of S 36^18'39.9" W 5.000 feet returning to the point and place of beginning.

Said Permanent Utility easement in perpetuity is for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described Permanent Utility Easement area(s). It is further understood and agreed that Permanent Utility Easement shall be used by the Department for additional working area during the above described project. The underlying fee owner shall have the right to continue to use the Permanent Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

Permanent Drainage/Utility Easement described as follows:
Point of beginning being S 69^24'6.4" E, 109.812 feet from -L- Sta 15+00 thence along a curve 94.628 feet and having a radius of 2130.000 feet. The chord of said curve being on a bearing of S 51^3'7.2" E, a distance of 94.620 feet thence to a point on a bearing of N 28^11'39.0" E 16.585 feet thence to a point on a bearing of N 51^48'23.4" W 71.439 feet thence to a point on a bearing of N 88^26'9.7" W 25.286 feet returning to the point and place of beginning.

Said Permanent Drainage/Utility easement in perpetuity is for the installation and maintenance of drainage facilities and/or utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a drainage facility and/or utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said drainage facility and/or utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility and/or utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described permanent drainage/utility easement area(s). It is further understood and agreed that Permanent Drainage/Utility Easement shall be used by the Department for additional working area during the above described project. The underlying fee owner shall have the right to continue to use the Permanent drainage/Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

Temporary Construction Easement described as follows:
Point of beginning being N 88^54'23.3" E, 49.860 feet from -L- Sta 15+00 thence along a curve 15.392 feet and having a radius of 2130.000 feet. The chord of said curve being on a bearing of S 53^53'45.3" E, a distance of 15.392 feet thence to a point on a bearing of N 36^18'39.9" E 5.000 feet thence to a point on a bearing of N 54^2'42.5" W 55.253 feet thence to a point on a bearing of S 35^53'49.4" W 5.000 feet thence to a point on a bearing of S 54^6'10.6" E 39.825 feet returning to the point and place of beginning.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above described temporary easement area(s) until such time that the property owners alter the adjacent lands in such a manner that the cut and/or fill slopes are no longer needed for the lateral support of the roadway. Any additional construction areas lying beyond the cut and/or fill slopes and extending beyond the right of way limits and beyond any permanent easement areas will terminate upon completion and acceptance of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

COUNTY: Brunswick **WBS ELEMENT:** 17BP.3.R.81 **TIP/PARCEL NO.:** B-5540 003

SPECIAL PROVISIONS. This deed is subject to the following provisions only:

The undersigned property owners request that the Department enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection.

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Brunswick County Registry in Deed Book 2627 Page 1344 .

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

The Grantors acknowledge that the project plans for Project # 17BP.3.R.81 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 17BP.3.R.81 , Brunswick County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions: **Restrictive covenants and easements of record, government regulations, and the lien of property taxes for the current year.**

COUNTY: Brunswick **WBS ELEMENT:** 17BP.3.R.81 **TIP/PARCEL NO.:** B-5540 003

IN WITNESS WHEREOF, GRANTOR, pursuant to a resolution dated _____, has caused this instrument to be signed in its corporate name by its **CHAIRMAN OF THE BRUNSWICK COUNTY BOARD OF COMMISIONS**, its corporate seal hereto affixed, and attested by its **CLERK OF THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS**, by order of the **BRUNSWICK COUNTY COMMISSIONERS** this the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

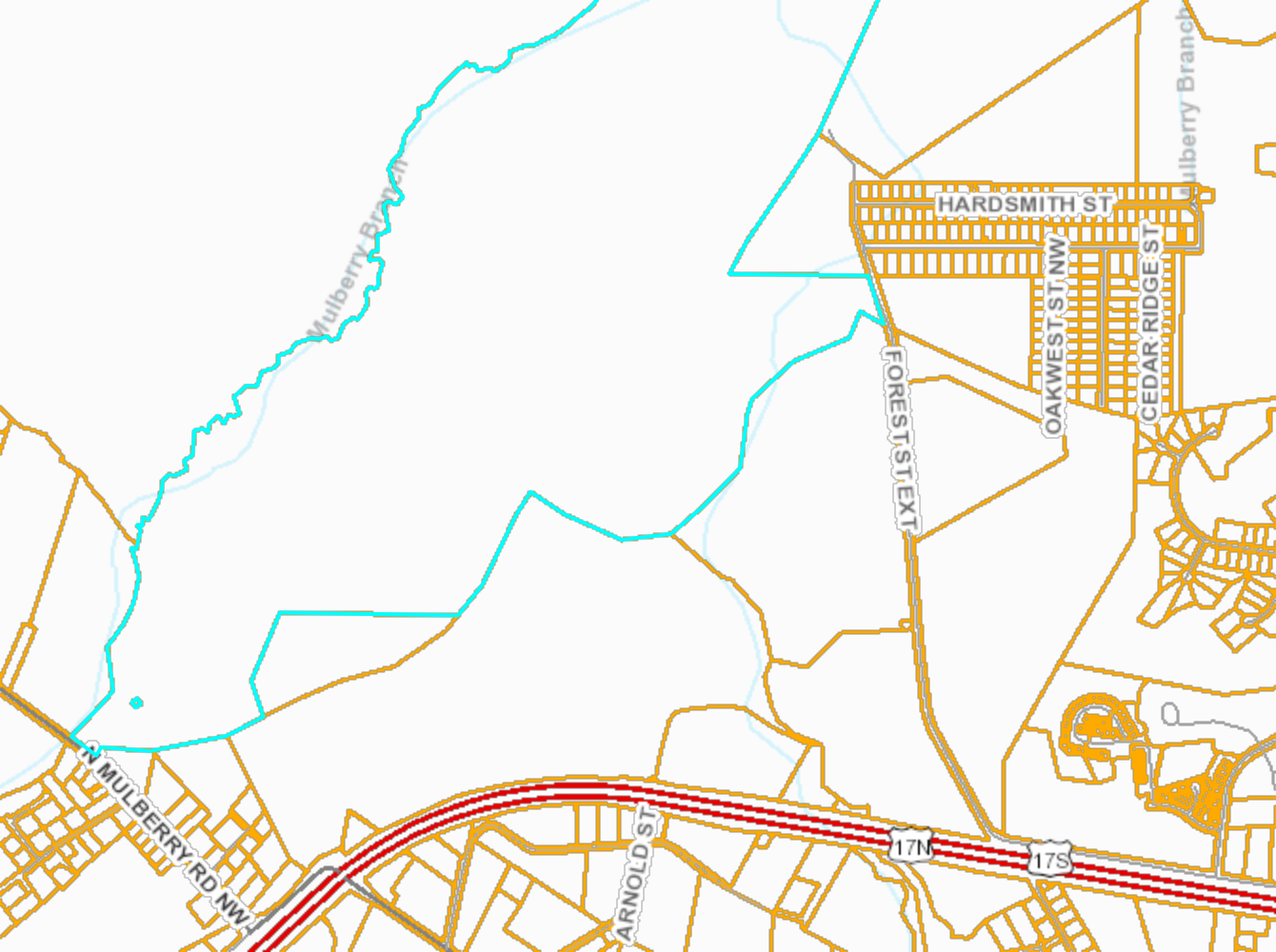
BRUNSWICK COUNTY, NORTH CAROLINA

BY: _____ (Corporate SEAL)
, Chairman of Brunswick County Board of Commissioners

BY: _____
, Clerk of Brunswick County Board of Commissioners

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: _____

(Official Seal)	North Carolina, _____ County I, _____ , a Notary Public for _____ County, North Carolina, certify that _____ personally came before me this day and acknowledged that he/she is the CLERK of the _____ COUNTY BOARD OF COMMISSIONERS, and that by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the _____ COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK. Witness my hand and official seal this the _____ day of _____ , 20 _____ . _____ Notary Public My commission expires: _____


Mulberry Branch
Mulberry Branch
HARDSMITH ST
OAKWEST ST NW
CEDAR RIDGE ST
FOREST ST EXT
N MULBERRY RD NW
ARNOLD ST
17N
17S

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

Action Item # V. - 8.
County Attorney - The Hamptons, Ph 2, Lots 1005-1047, 1070-1083, 1093

From:
Asst. County Attorney--Bryan Batton

Issue/Action Requested:
Consider accepting the Deed of Dedication for water and sewer infrastructure for The Hamptons, Phase 2, Lots 1005-1047, 1070-1083, & 1093.

Background/Purpose of Request:
Caw Caw Land Corporation has submitted a Deed of Dedication for water and sewer infrastructure in The Hamptons, Phase 2, Lots 1005-1047, 1070-1083 & 1093.

Fiscal Impact:
Reviewed By Director of Fiscal Operations
$ 900,000.00 for water
$ 882,046.00 for sewer

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Accept the Deed of Dedication for water and sewer infrastructure from Caw Caw Land Corporation.

County Manager's Recommendation:

Recommend the acceptance of the Deed of Dedication for water and sewer infrastructure for The Hamptons, Phase 2, Lots 1005-1047, 1070-1083, & 1093.

ATTACHMENTS:

Description

- The Hamptons, Ph 2, Lots 1005-1047, 1070-1083, and 1093

Prepared by: The Webster Law Firm, PC, (Chris Webster), Without Opinion on Title or A Title Search.

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

This DEED OF DEDICATION, made and entered into this the 4th day of February 2022 by and between CAW CAW LAND CORPORATION, a North Carolina Corporation, with a mailing address of 252 S. Middleton Drive NW, Calabash, North Carolina 28467, 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, with a mailing address of P.O. Box 249, Bolivia, North Carolina 28422, party of the second part, hereinafter referred to as Grantee;

WITNESSETH:

That whereas Developer is the owner and developer of a tract or parcel of land in Shallotte Township, Brunswick County, North Carolina, known as Lots 1005-1047, Lots 1070-1083 and Lot 1093, Phase II, (The Hamptons) Brunswick Plantation as shown on the plats recorded in Map Cabinet 134, Page 71-72, Brunswick County Registry;

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 service from Grantee for the above-described property and to make water and sewer from Grantee's system available to individual lot 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 service for the above-described property 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 service available to the Developer's above-described property has conveyed by these presents and does hereby convey to Grantee, its lawful successors and assigns, the following described property:

Item One: All of the water distribution lines and sewer collection lines and equipment located under, along and within the roads, streets and cul-de-sac rights of way shown on the "As-Built Drawings" for "Project Name: The Hamptons, Phase 2, Section 1", prepared by Norris & Tunstall Consulting Engineers P.C., dated November 18, 2021, consisting of pages 1 - 21, copies of which are filed among the records of the Brunswick County Water Department.

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

TO HAVE AND TO HOLD said water and sewer lines and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever, together with a 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 Developer, its successor and assigns, equal rights of entry and easement and easement over, in, along and upon said streets and cul-de-sacs for purposes of access and installing and maintaining such utilities as may be required for the development of said subdivision, including, but not limited to, electric, gas, telephone, cable and sewer.

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

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

for a period of one (1) year from the date of recording this Deed of Dedication in the office of the Brunswick County Register of Deeds.

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

Caw Caw Land Corporation, a North Carolina Corporation

By: _____

Mason H. Anderson, **its** President

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, Brenda K. Wood, a Notary Public, in and for the State and County aforesaid, do hereby certify that Mason H. Anderson, President of Caw Caw Land Corporation, a North Carolina Corporation, personally appeared before me and being duly sworn says that he is a duly authorized agent of Caw Caw Land Corporation and as such has the authority to act in and for said corporation, that I have personal knowledge of the identity of the above named authorized agent, and that he stated that he signed the foregoing or annexed instrument on behalf of Caw Caw Land Corporation in the capacity herein stated and acknowledged the said writing to be the act and deed of Caw Caw Land Corporation.

Witness my hand and official seal or stamp, this 4th day of February, 2022.

Brenda K. Wood
Notary Public
Brunswick County, NC
My Commission Expires
11/23/2023

(Seal or Stamp)

Brenda K Wood
Notary Public Official Signature

Brenda K Wood
Notary Printed or Typed Name

My Commission Expires: 11/23/2023

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit from Caw Caw Land Corporation was accepted by the Brunswick County Board of Commissioners on the _____ day of _____, 2022.

Brunswick County Board of Commissioners

_____

Randy Thompson, **Chairman**

_____

Daralyn Spivey, **Clerk to the Board**

Prepared by: The Webster Law Firm, PC, (Chris Webster), Without Opinion on Title or A Title Search.

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF BRUNSWICK

CAW CAW LAND CORPORATION, a North Carolina Corporation, with a mailing address of 252 S. Middleton Drive NW, Calabash, North Carolina 28467, hereinafter referred to an Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Shallotte Township, Brunswick County, North Carolina, known as Lots 1005-1047, Lots 1070 – 1083, Lot 1093, Phase II, The Hamptons in Brunswick Plantation, 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 of the water distribution lines and sewer collection lines and equipment located under, along and within the property described as Lots 1005-1047, Lots 1070-1083, and Lot 1093, Phase II, The Hamptons in Brunswick Plantation, as the same appears on a plat thereof recorded in Map Cabinet 134, Page 71-72 of the Brunswick County Registry and as shown on the "As Built Drawing" dated November 18, 2021 prepared by Norris & Tunstall Consulting Engineers, P.C., a copy of which are attached hereto 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 no liens of any kind including any lien for labor or material against the subdivision property which would in any way jeopardized 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 Affiant has caused this instrument to be duly executed by its authorized officer(s), this 4 day of February, 2022.

Caw Caw Land Corporation, a North Carolina Corporation

By: _____

Mason H. Anderson, **its** President

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, Brenda K. Wood, a Notary Public, in and for the State and County aforesaid, do hereby certify that Mason H. Anderson, President of Caw Caw Land Corporation, personally appeared before me and being duly sworn says that he is a duly authorized agent of Caw Caw Land Corporation and as such has the authority to act in and for said corporation, that I have personal knowledge of the identity of the above named authorized agent, and that he stated that he signed the foregoing or annexed instrument on behalf of Caw Caw Land Corporation in the capacity herein stated and acknowledged the said writing to be the act and deed of Caw Caw Land Corporation.

Witness my hand and official seal or stamp, this 4th day of February, 2022.

Brenda K. Wood
Notary Public
Brunswick County, NC
My Commission Expires
11/23/2023

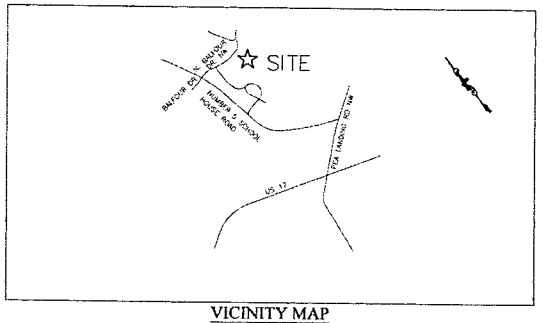
(Seal or Stamp)

Brenda K Wood
Notary Public Official Signature

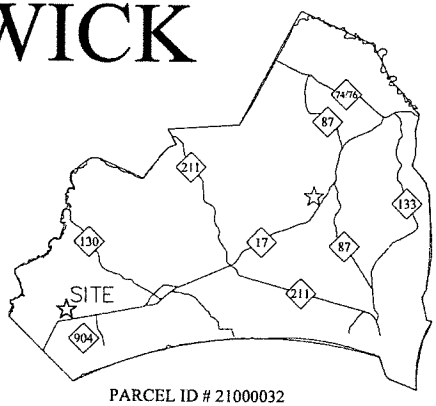
Brenda K. Wood
Notary Printed or Typed Name

My Commission Expires: 11/23/2023

COUNTY OF BRUNSWICK



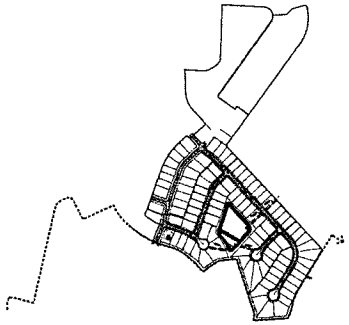
VICINITY MAP
(Not to Scale)



PARCEL ID # 21000032

THE HAMPTONS - PHASE 2 SECTION 1

DESCRIPTION
59 SINGLE FAMILY 3 BEDROOM RESIDENCES
6" WATER = 2,742 LF
2" WATER= 456 LF
2" SSFM= 1,310 LF
3" SSFM= 955 LF
4" SSFM= 963 LF



INDEX OF SHEETS

C	:	COVER SHEET
C0	:	OVERALL PLAN
C1	:	EXISTING CONDITIONS
C2-C2.2	:	GRADING PLAN
C2.3	:	DRAINAGE PLAN
C2.4-C2.6	:	DIVERSION PLAN
C3-C3.1	:	LAYOUT PLAN
C4-C4.1	:	UTILITY PLAN
C5-C5.7	:	PLAN & PROFILE
C6	:	DETAILS
C7-C7.1	:	POND DETAILS
C7.2-C7.3	:	EROSION CONTROL DETAILS
C8-C11	:	BRUNSWICK COUNTY DETAILS

OWNER
CAW CAW LAND CORPORATION
380 BRUNSWICK
CALABASH, NC 28467

DESIGNER
PHIL NORRIS, P.E.
NORRIS & TUNSTALL CONSULTING ENGINEERS, P.C.
1429 ASH-LITTLE RIVER RD.
ASH, NC 28420
PHONE: 910-287-5900
FAX: 910-287-5902
EMAIL: PNORRIS@NTENGINEERS.COM

AS-BUILT DRAWING DATE: 11/18/21

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

NUMBER	DATE	BY	REVISION DESCRIPTION

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

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

DATE: 11/18/21

SUBMITTAL: AS-BUILT

PROJECT NAME: THE HAMPTONS - PHASE 2 SECTION 1
LOCATION: BRUNSWICK PLANTATION
OWNER: CAW CAW LAND CORPORATION
DESIGNER: P NORRIS, NORRIS & TUNSTALL

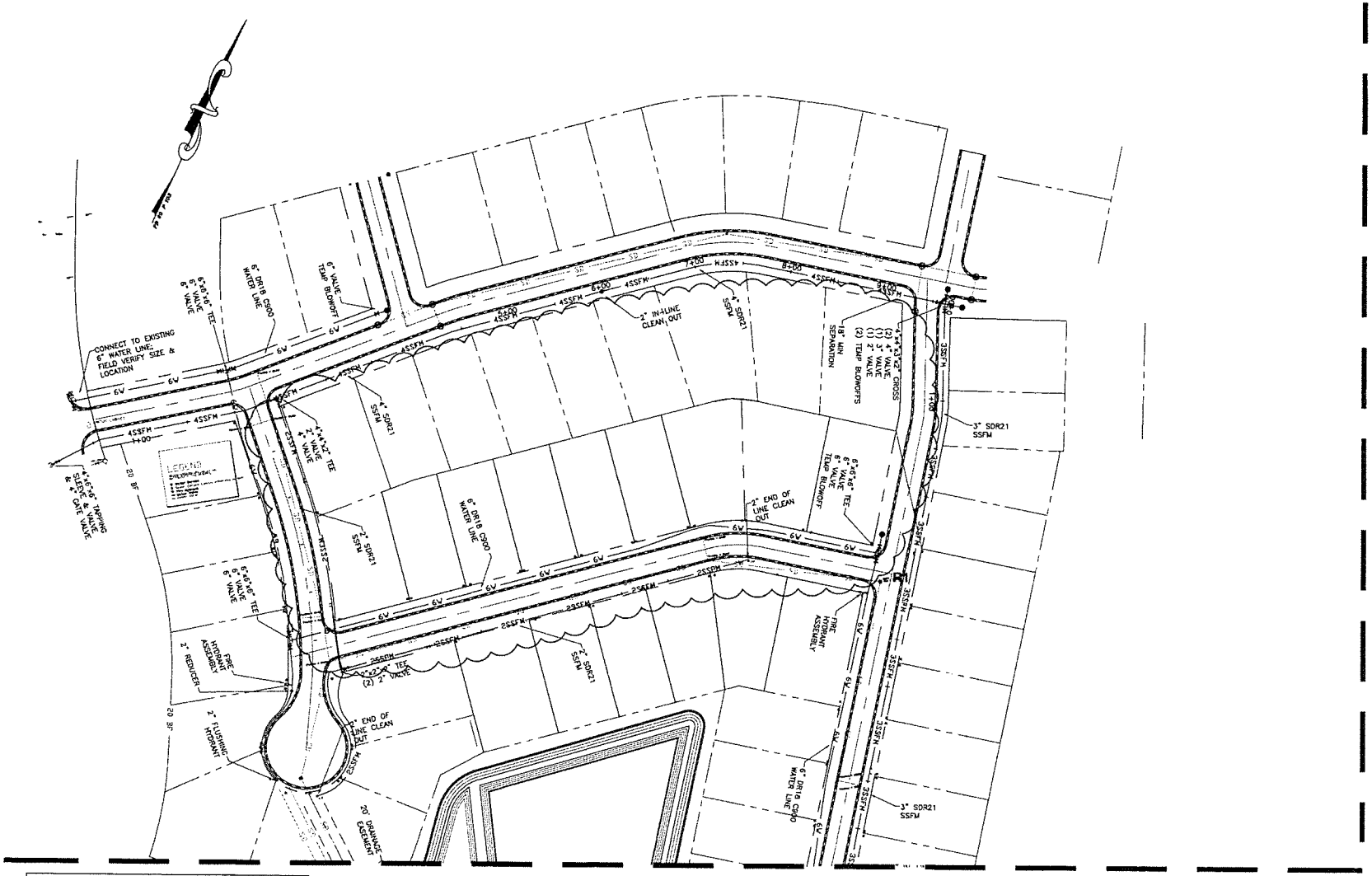
SEAL L-3522 PHILLIP NORRIS

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

PROJECT NO. 19141

SHEET NO. C

< Exhibit A >



SEE SHEET C4.2

SEE SHEET C4

LEGEND

- PROPOSED STORMDRAIN
- PROPOSED CONTOUR
- PROPOSED LOT LINE
- PROPOSED ROW
- PROPOSED PROPERTY LINE
- EXISTING CONTOUR
- PROPOSED SPOT ELEVATION
- PROPOSED WATERLINE
- PROPOSED SEWER FORCEMAIN

NOTE:
1. ONE WATER & ONE SEWER SERVICE FOR EACH LOT
2. PROPOSED WATER MAINS SHALL BE BURIED TO A DEPTH SUFFICIENT TO PROVIDE A MINIMUM OF 30 INCHES OF COVER PER RULE .0904 AT ALL LOCATIONS, INCLUDING HYDRANT LEGS AND DITCH CROSSINGS.
3. THE CROSSING BETWEEN THE PROPOSED STREET A WATER MAIN WITH THE PROPOSED STREET F FORCE MAIN MUST MEET THE 18-INCHES OF VERTICAL SEPARATION REQUIRED BY RULE .0906.
4. THE CROSSINGS BETWEEN THE PROPOSED WATER MAINS WITH STORM DRAINS MUST MEET THE 12-INCHES OF VERTICAL SEPARATION REQUIRED BY RULE .0904.

AS-BUILT DRAWING DATE: 11/18/21

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

SCALE: 1" = 50'

0 50 100 150

SYMBOL	DATE	REVISIONS	BY
R1	09/09/21	ADD 3 LIFT STA DOMC ROAD	ZAC

© 2020 NORRIS & TUNSTALL

UTILITY PLAN - AS-BUILT
THE HAMPTONS - PHASE 2 SECTION 1
BRUNSWICK PLANTATION
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
CAW CAW LAND CORPORATION
2050 HWY 57 NW #174
CALABASH, NC 28467

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
Licence #C-3641
2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 343-9655
1429 ASH LITTLE RIVER RD. NW
ASH, NC 28420
PHONE (910) 287-5900

19141

DES. JPN
DR. JPN
CK. ZAC
DATE 11/18/21

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 17960 PHILLIP NORRIS

C4.1

NOTE:
1. ONE WATER & ONE SEWER SERVICE FOR EACH LOT
2. PROPOSED WATER MAINS SHALL BE BURIED TO A DEPTH SUFFICIENT TO PROVIDE A MINIMUM OF 30 INCHES OF COVER PER RULE .0904 OF 15A NCAC 18C. ALL LOOSE, UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE TRENCH BOTTOM.
3. THE CROSSING BETWEEN THE PROPOSED STREET A WATER MAIN WITH THE PROPOSED STREET F FORCE MAIN MUST MEET THE 18 INCHES OF VERTICAL SEPARATION REQUIRED BY RULE .0906.
4. THE CROSSING BETWEEN THE PROPOSED WATER MAINS WITH STORM DRAINS MUST MEET THE 12-INCHES OF VERTICAL SEPARATION REQUIRED BY RULE .0906.

AS-BUILT DRAWING DATE: 11/18/21

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

LEGEND

- PROPOSED STORMDRAIN
- PROPOSED CONTOUR
- PROPOSED LOT LINE
- PROPOSED ROW
- PROPOSED PROPERTY LINE
- EXISTING CONTOUR
- PROPOSED SPOT ELEVATION
- PROPOSED WATERLINE
- PROPOSED SEWER FORCEMAIN

SCALE: 1" = 50'

REVISIONS			
SYMBOL	DATE	DESCRIPTION	BY
M1	09-28-21	ADDED NEW 6" WATERLINE CONNECTION	ZAC

© 2020 NORRIS & TUNSTALL

UTILITY PLAN - AS-BUILT
THE HAMPTONS - PHASE 2 SECTION 1
BRUNSWICK PLANTATION
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
CAW CAW LAND CORPORATION
300 BRUNSWICK
CALABASH, NC 28467

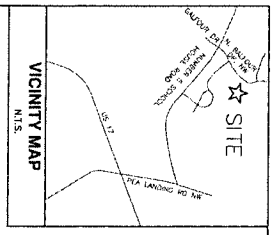
NORRIS & TUNSTALL
— CONSULTING ENGINEERS P.C. —
2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 343-0655
1429 ASHLEY HEIGHTS DR. NW
ASH, NC 28420
PHONE (910) 287-5900

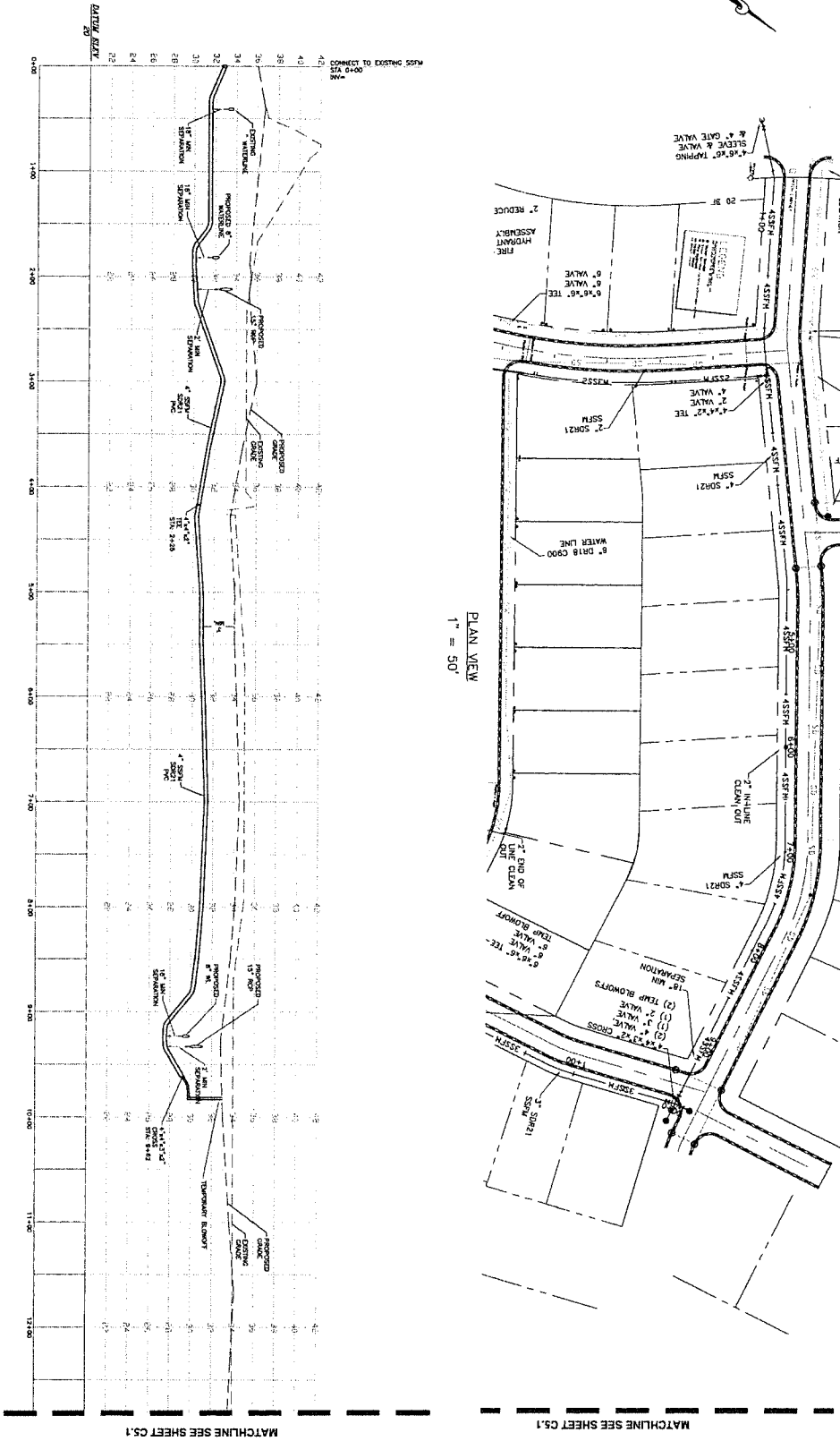
Licence #C-3641

JOB	19141
DES.	JPN
DWN.	JPN
CHK.	ZAC
DATE	11/18/21

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 036911 JOHN P. NORRIS

C4.2





PLAN VIEW
1" = 50'

AS-BUILT DRAWING DATE: 11/18/21

THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN PREPARED IN PART ON THE BASIS OF INFORMATION COMPLETED AND FURNISHED TO NORRIS & TUNSTALL, WHO WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH MAY BE CONTAINED IN THIS DOCUMENT AS A RESULT.

SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	

© 2020 NORRIS & TUNSTALL

C5

DES. JPN
DRG. JPN
CHK. ZAC
DATE 11/18/21

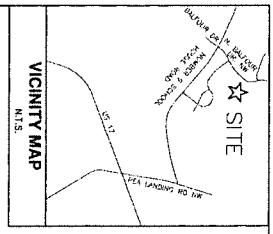
19141

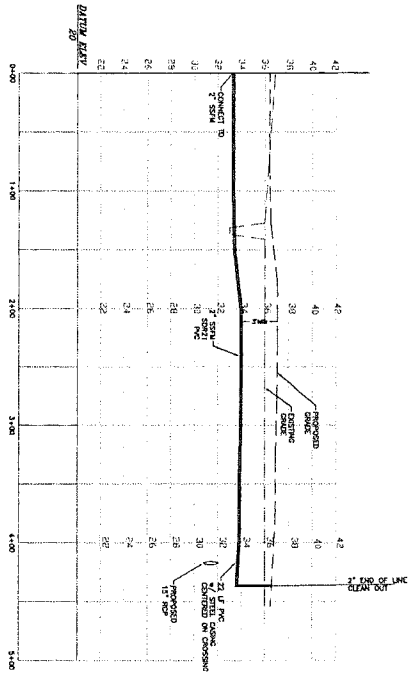
LICENSE NO. C-0581

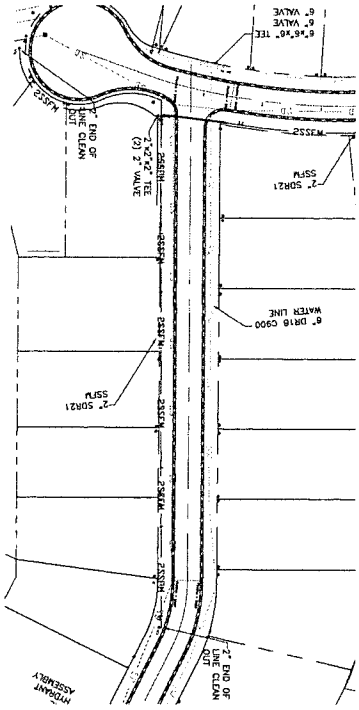
NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 343-9653
1429 ASH-LITTLE RIVER RD. NW
ASH, NC 28420
PHONE (910) 287-5000

OWNER:
CAW CAW LAND CORPORATION
380 BRUNSWICK
CALABASH, NC 28467

PLAN & PROFILE - AS-BUILT
THE HAMPTONS - PHASE 2 - SECTION 1
BRUNSWICK PLANTATION
BRUNSWICK COUNTY, NORTH CAROLINA







PLAN VIEW
1" = 50'

AS-BUILT DRAWING DATE: 11/18/21

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.

SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	

© 2020 NORRIS & TUNSTALL

C5.2

NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 19141 PHILLIP T. NORRIS

DES.	JPN
DWN.	ZJC
DATE	11/18/21

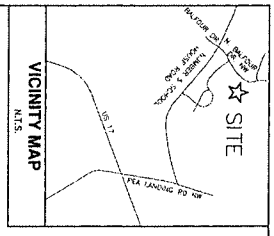
Licensure #C-1641

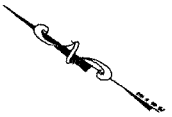
19141

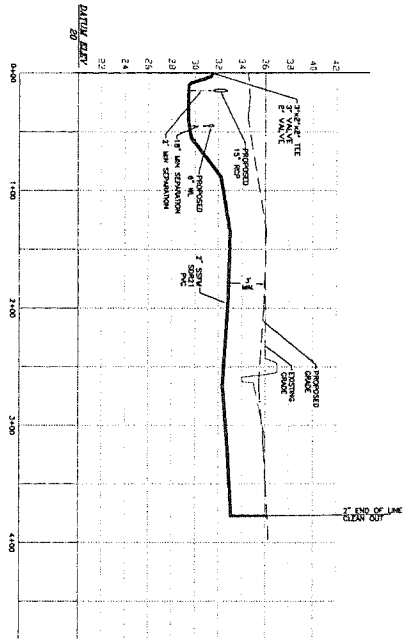
NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2602 IRON GATE DR., SUITE 102, WILMINGTON, NC 28412, PHONE: (910) 343-9633
1429 ASH-LITTLE RIVER RD. NW, ASH, NC 28420, PHONE (910) 287-3900

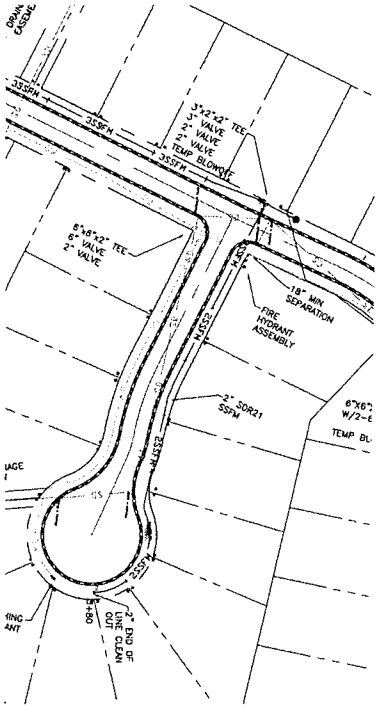
OWNER:
CAW CAW LAND CORPORATION
380 BRUNSWICK
CALABASH, NC 28467

PLAN & PROFILE
THE HAMPTONS - PHASE 2 - SECTION 1
BRUNSWICK PLANTATION
BRUNSWICK COUNTY, NORTH CAROLINA









PLAN VIEW
1" = 50'

AS-BUILT DRAWING DATE: 11/18/21

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

SYMBOL	DATE	DESCRIPTION	BY

REVISIONS

© 2020 NORRIS & TUNSTALL

C5.3

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19681 JOSEPH P. HOC

DES. JPN
DRN. JPN
CHK. ZAC
DATE 11/18/21

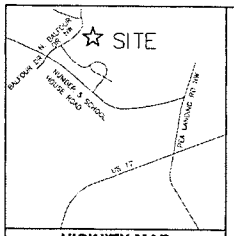
19141

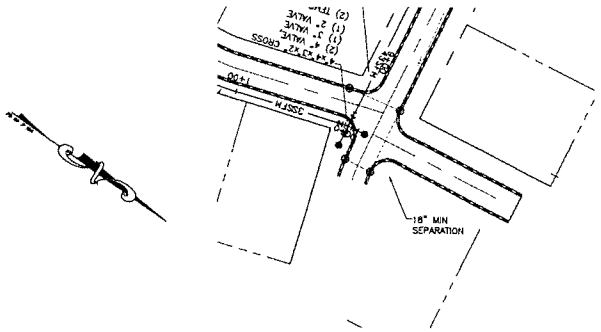
License #C-3611

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2602 IRON GATE DR., SUITE 102 WILMINGTON, NC 28412 PHONE (910) 343-9653
1429 ASH-LITTLE RIVER RD. NW ASH, NC 28420 PHONE (910) 287-5900

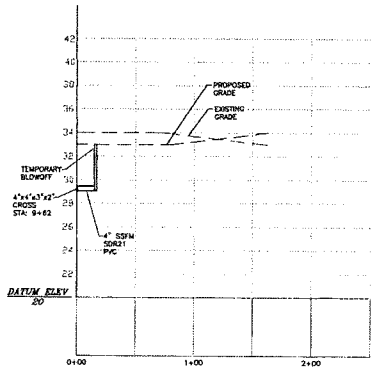
OWNER:
CAW CAW LAND CORPORATION
340 BRUNSWICK
CALABASH, NC 28467

PLAN AND PROFILE
THE HAMPTONS - PHASE 2 - SECTION 1
BRUNSWICK PLANTATION
BRUNSWICK COUNTY, NORTH CAROLINA





PLAN VIEW
1" = 50'



AS-BUILT DRAWING DATE: 11/18/21

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.

SYMBOL	DATE	DESCRIPTION	BY

REVISIONS

© 2020 NORRIS & TUNSTALL

PLAN & PROFILE
THE HAMPTONS - PHASE 2 - SECTION 1
BRUNSWICK PLANTATION
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
CAW CAW LAND CORPORATION
200 BRUNSWICK
CALABASH, NC 28467

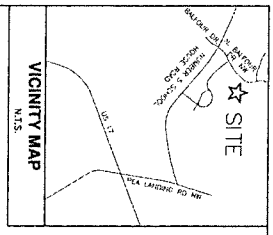
NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 341-9653
1429 ASHLEY HEIGHTS BLVD, NW
ASH, NC 28420
PHONE (910) 287-5900
Licence #C-3441

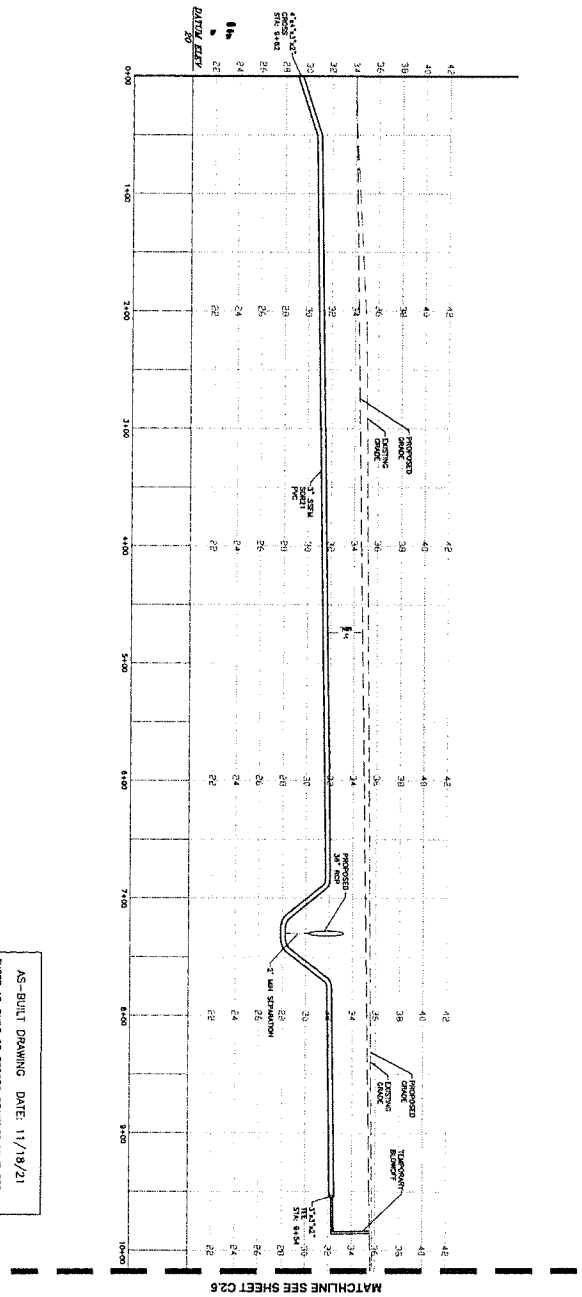
19141

DES. JPN
DRN. JPN
CHK. ZAC
DATE 11/18/21

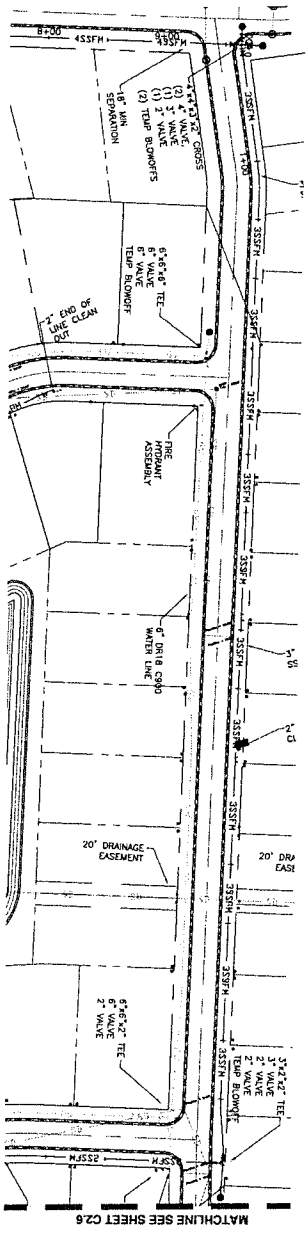
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19668 JOHN PHILLIP NORRIS

C5.4





PLAN VIEW
1" = 50'



AS-BUILT DRAWING DATE: 11/18/21

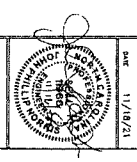
THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN PREPARED BASED ON INFORMATION PROVIDED AND COMPILED AND FURNISHED BY OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH MAY BE CONTAINED IN THIS DOCUMENT AS A RESULT OF INCORPORATED INTO

SYMBOL	DATE	DESCRIPTION	BY
-	-	-	-

REVISIONS

© 2020 NORRIS & TUNSTALL

C5.5



DES.	JPN
DRN.	ZAC
DATE	11/18/21

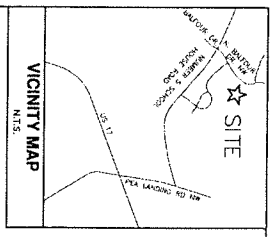
19141

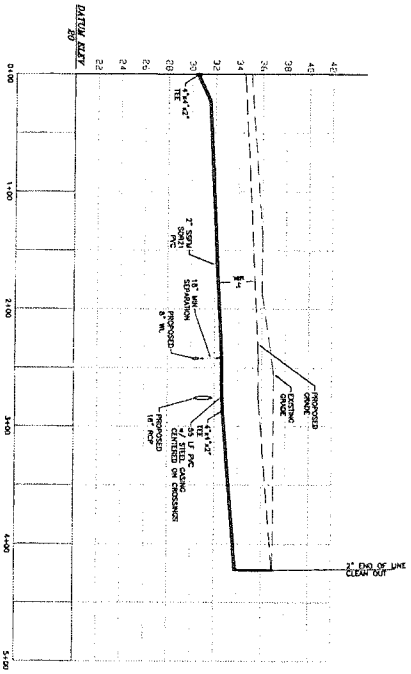
License #C-3641

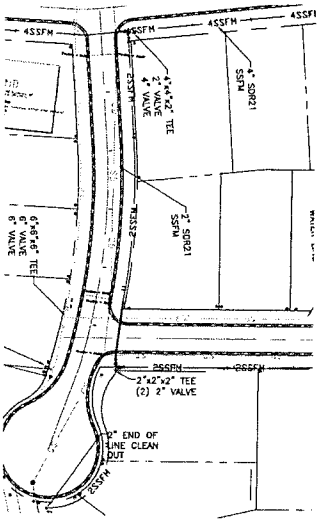
NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 343-9633
1429 ASH LITTLE RIVER RD. NW
ASH, NC 28420
PHONE (910) 287-5900

OWNER:
CAW CAW LAND CORPORATION
390 BRUNSWICK
CALABASH, NC 28467

PLAN & PROFILE
THE HAMPTONS - PHASE 2 - SECTION 1
BRUNSWICK PLANTATION
BRUNSWICK COUNTY, NORTH CAROLINA







PLAN VIEW
1" = 50'

AS-BUILT DRAWING DATE: 11/18/21

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

SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	

© 2020 NORRIS & TUNSTALL

C5.7

DES. JPN
DR. JPN
CHK. ZJC
DATE 11/18/21

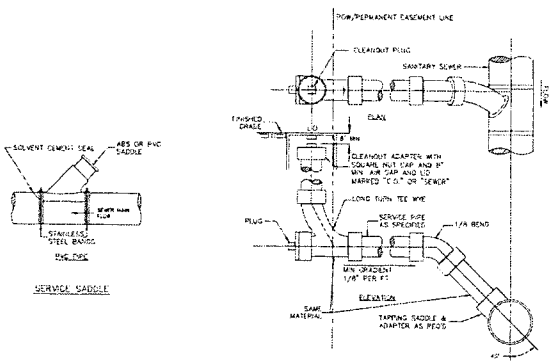
1 sheet at 1:50

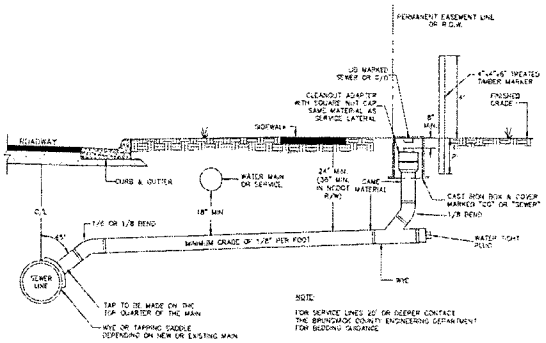
19141

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2602 IRON GATE TRL, SUITE 102
WILMINGTON, NC 28412
PHONE (910) 343-9654
1029 ASH-LITTLE RIVER RD. NW
ASH, NC 28420
PHONE (910) 287-5900

OWNER:
CAW CAW LAND CORPORATION
380 BRUNSWICK
CALABASH, NC 28467

PLAN & PROFILE
THE HAMPTONS - PHASE 2 - SECTION 1
BRUNSWICK PLANTATION
BRUNSWICK COUNTY, NORTH CAROLINA

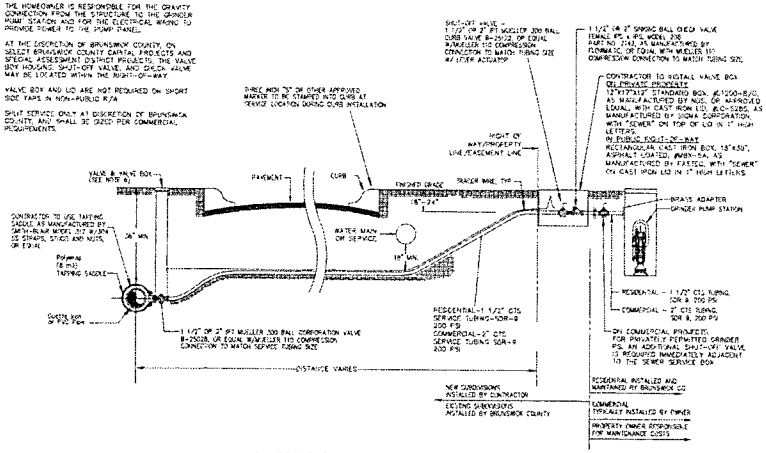




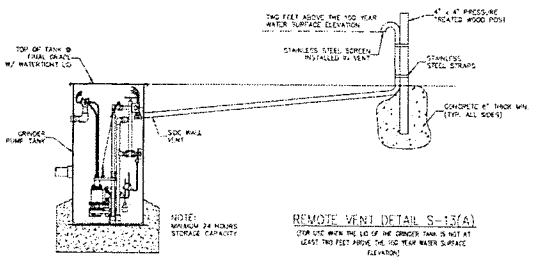
SANITARY SEWER GRAVITY TAPS & SERVICE LATERALS
DETAIL S-11

NOTES

1. ALL TAPS WILL BE MADE IN ACCORDANCE WITH BRUNSWICK COUNTY SPECIFICATIONS AND AWWA GUIDELINE "ANSI/AWWA C600-93" OR LATEST REVISION FOR TAPPING THROUGH POLYETHYLENE ENCASEMENT.
2. ALL MATERIAL TO COMPLY WITH BRUNSWICK COUNTY SPECIFICATIONS.
3. TRACER WIRE SHALL BE INSTALLED FROM THE FORCE MAIN TO THE VALVE BOX.
4. THE HOMEOWNER IS RESPONSIBLE FOR THE GRAVITY CONNECTION FROM THE STRUCTURE TO THE GRINDER PUMP STATION AND FOR THE ELECTRICAL WIRING TO PROVIDE POWER TO THE PUMP PANEL.
5. AT THE DISCRETION OF BRUNSWICK COUNTY, ON SELECT BRUNSWICK COUNTY CAPITAL PROJECTS AND SPECIAL ASSESSMENT DISTRICT PROJECTS, THE VALVE BOX HOUSING, SHUT-OFF VALVE, AND SPECIAL VALVE MAY BE LOCATED WITHIN THE RIGHT-OF-WAY.
6. VALVE BOX AND LID ARE NOT REQUIRED ON SHORT SIDE TAPS IN NON-PUBLIC R/A
7. SHUT SERVICE ONLY AT DISCRETION OF BRUNSWICK COUNTY, AND SHALL BE SIZED PER COMMERCIAL REQUIREMENTS.

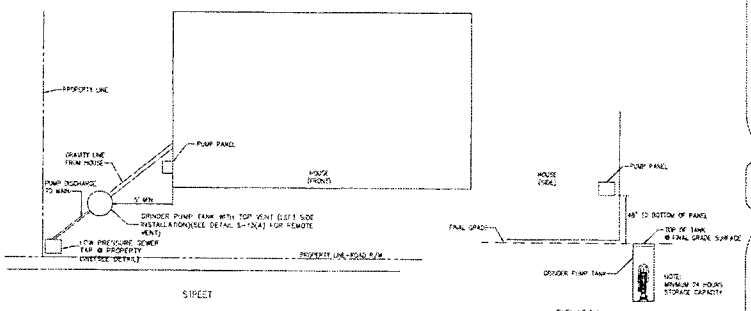


LOW PRESSURE SEWER CONNECTION
DETAIL S-12



REMOTE VENT DETAIL S-13(A)

(FOR USE WHEN THE LID OF THE GRINDER TANK IS NOT AT LEAST TWO FEET ABOVE THE 100 YEAR WATER SURFACE ELEVATION)



TYPICAL RESIDENTIAL GRINDER PUMP STATION LOCATION
DETAIL S-13

Revisions
1 - DATED 3/7/2017 - Mod S-12
2 - DATED 2/13/2018 - Mod S-12
3 - DATED 4/11/2019 - Mod S-13A
4 - DATED 7/23/2019 - Mod S-11

SYMBOL	DATE	DESCRIPTION	BY
-	-	-	-
-	-	-	-
-	-	-	-

NORRIS & TUNSTALL
— CONSULTING ENGINEERS P.C. —
3420 IRON GATE DR., SUITE 102
WILMINGTON, NC 28403
PHONE: (910) 343-9654
1029 ASHLEY HILL BOWLIN RD., NW
ASH, NC 28420
PHONE: (910) 287-5900

Licence #C-3641

19141

DES. JPH
DRN. JPH
CKD. JAC
DATE 11/18/21

C8.4

DETAILS
THE HAMPTONS - PHASE 2 - SECTION 1
BRUNSWICK PLANTATION
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
CAPE CAVE LAND CORPORATION
390 HERNSTRICK
CALABASH, NC 28467

REVISIONS			
SYMBOL	DATE	DESCRIPTION	BY
-	-	-	-

© 2020 NORRIS & TUNSTALL

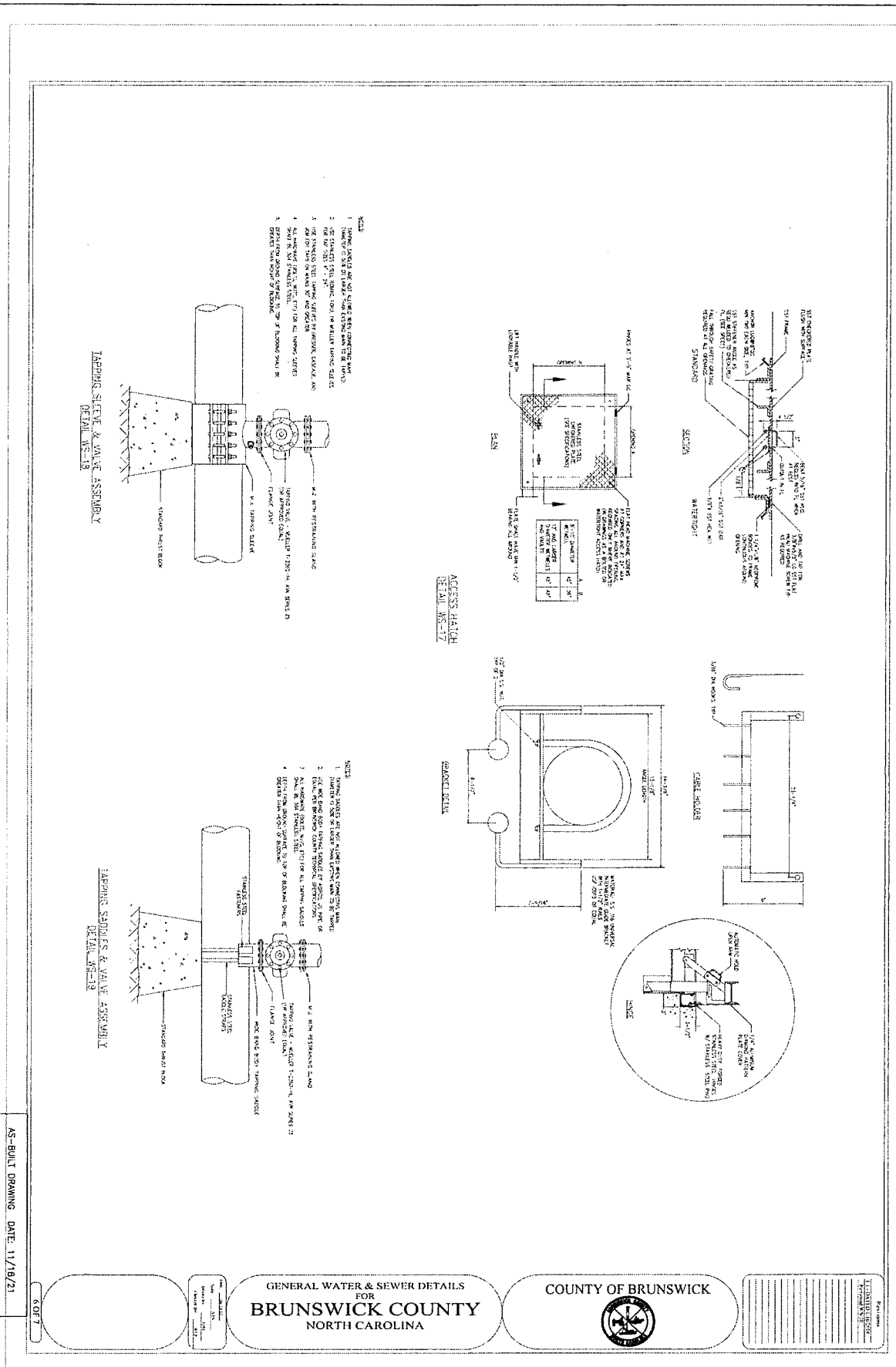
5 OF 5

GENERAL SEWER DETAILS
FOR
BRUNSWICK COUNTY
NORTH CAROLINA

COUNTY OF BRUNSWICK

AS-BUILT DRAWING DATE: 11/18/21

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 MAY HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.



AS-BUILT DRAWING DATE: 11/18/21

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

SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	

© 2020 NORRIS & TUNSTALL

C9.3

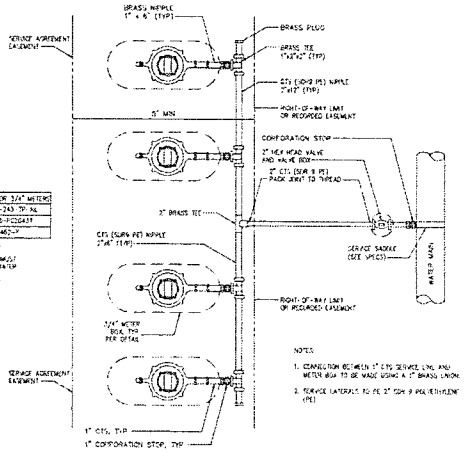
NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2602 IRON GATE DR., SUITE 102, WILMINGTON, NC 28412, PHONE (910) 343-9655
1429 ASH-LITTLE RIVER RD. NW, ASH, NC 28420, PHONE (910) 287-3500
License #C-0611

SCALE	AS NOTED
DESIGNED	JPN
DRAWN	JPN
CHECKED	ZAC
DATE	11/19/21

19-141

OWNER:
CAW CAW LAND CORPORATION
380 BRUNSWICK
CALABASH, NC 28467

DETAILS
THE HAMPTONS - PHASE 2 - SECTION 1
BRUNSWICK PLANTATION
BRUNSWICK COUNTY, NORTH CAROLINA

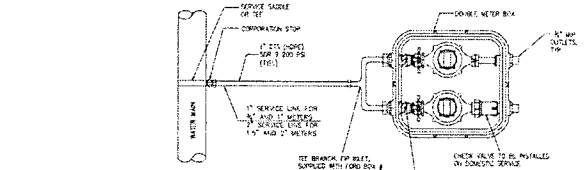


APPROVED SINGLE METER BOXES FOR 3/4" METERS	
FORD	EVLV-141-243-TP-NL
MCDONALD	77E-20B-FCGG437
MUELLER	H-14672-Y

* OR APPROVED EQUAL

1. OR APPROVED EQUAL - MUST ACCOMMODATE SENSUS WATER METER WITH AMR/AMI
2. LID TO BE LOCKING TYPE

STANDARD GANG METER ASSEMBLY
DETAIL W-5



NOTES:
1. CONNECTION BETWEEN 1" CTS SERVICE LINE AND HOSE BOX TO BE MADE USING A 1" BRASS UNION.
2. ALL BURIED SERVICE LATERALS SHALL HAVE A TRACER WIRE INSTALLED PER BRUNSWICK COUNTY WATER DISTRIBUTION TECHNICAL SPECIFICATIONS.

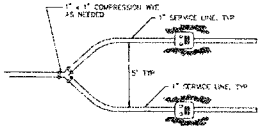
PLAN VIEW FOR WATER/IRRIGATION SPLIT SERVICE
(WATER/IRRIGATION SERVICES INSTALLED CONCURRENTLY)

**NOTE:
BACKFLOW PROTECTION DEVICE IS REQUIRED ON ALL IRRIGATION WATER METERS AND ON ALL COMMERCIAL/INDUSTRIAL WATER METERS.

ACCEPTABLE DOUBLE METER BOXES	
FORD	DCM2518-C144439-302-NL
MCDONALD	77BN2008DOP 4347IC#DD

* OR APPROVED EQUAL

1. OR APPROVED EQUAL - MUST ACCOMMODATE TWO (2) SENSUS WATER METERS WITH AMR/AMI
2. LID TO BE LOCKING TYPE
3. DOUBLE METER BOX IS FOR (2) 3/4" METERS ONLY

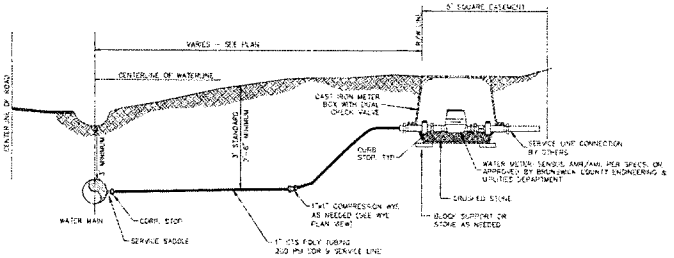


WYE PLAN VIEW FOR WATER/IRRIGATION SPLIT SERVICE
(IRRIGATION SERVICE INSTALLED AFTER MAIN METER)

APPROVED SINGLE METER BOXES FOR 3/4" METERS	
FORD	EVLV-141-243-TP-NL
MCDONALD	77E-20B-FCGG437
MUELLER	H-14672-Y

* OR APPROVED EQUAL

1. OR APPROVED EQUAL - MUST ACCOMMODATE SENSUS WATER METER WITH AMR/AMI
2. LID TO BE LOCKING TYPE



NOTE:
1) CONTRACTOR SHALL PLACE METER BOX IN NON-TRAFFIC AREA AT LOCATION SPECIFIED BY BRUNSWICK COUNTY ENGINEERING DEPARTMENT.
2) METER BOXES SHALL BE CAST IRON WITH DUAL CHECK VALVES.
3) 1-1/2" AND 2" METERS WILL REQUIRE 2" CTS POLY TUBING
4) 1, 1-1/2" AND 2" METERS WILL REQUIRE A METER BOX SIZED ADEQUATELY TO HOUSE A 1, 1-1/2" OR 2" SENSUS METER, HORIZONTAL BYPASS SETTER, AND MXU. ALL REQUIRED ITEMS TO BE PROVIDED BY INSTALLER.
5) 1, 1-1/2" AND 2" METER BOXES SHALL BE MARKED WATER AND HAVE A HOLE FOR INSTALLATION OF THE MXU AND TOUCH PAD TO BE PROVIDED BY INSTALLER.
6) NO PLASTIC BOXES FOR 1 1/2" AND 2" METERS. BOX MUST BE DUCTILE IRON OR QUAZITE
7) ALL WATER SERVICE LATERALS SHALL HAVE A TRACER WIRE INSTALLED PER BRUNSWICK COUNTY WATER DISTRIBUTION TECHNICAL SPECIFICATIONS.

3/4" - 2" STANDARD WATER TAP
INSTALLATION
DETAIL W-6

(FOR METERS LARGER THAN 2", REFER TO DETAIL ON PAGE 3 OF 5)

Revisions
11 - DATED 3/2/2015
Modified detail per box
12 - DATED 3/26/15
Corrected sheet number
13 - DATED 7/15/2015
Updated meter box info
14 - DATED 10/27/2015
Modified W-5
15 - DATED 12/4/2015
Revise Detail Numbers
16 - DATED 1/8/2017
Revise Detail W-6
17 - DATED 3/30/2017
Revise Detail W-6
18 - DATED 10/26/2018
Updated on cover
Update meter boxes

COUNTY OF BRUNSWICK

GENERAL WATER DETAILS
FOR
BRUNSWICK COUNTY
NORTH CAROLINA

AS-BUILT DRAWING DATE: 11/18/21

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.

SYMBOL	DATE	DESCRIPTION	BY
-	-	-	-

REVISIONS

©2020 NORRIS & TUNSTALL

DETAILS
THE HAMPTONS - PHASE 2 - SECTION 1
BRUNSWICK PLANTATION
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
CAW CAW LAND CORPORATION
350 BRUNSWICK
CALABASH, NC 28467

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2502 IRON EAST DR., SUITE 102
WILMINGTON, NC 28412
PHONE: (910) 343-9033
1429 ASHLEY HILL RIVER RD. NE
ASHEVILLE, NC 28820
PHONE: (910) 297-5900

Licence #C-1641

19141

DES.	JPN
DRN.	JPN
CHK'D.	ZAC
DATE	11/18/21

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19968 JOHN PAUL NEWELL PHILLIP NORRIS

C10.1

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

Action Item # V. - 9.
County Attorney - The Villas at Seaside, Phase 1 DOD

From:
Asst. Attorney--Bryan Batton

Issue/Action Requested:
Consider accepting the Deed of Dedication for water and sewer infrastructure for the Villas at Seaside, Phase 1.

Background/Purpose of Request:
Townes at Seaside, LLC has submitted a Deed of Dedication for water and sewer infrastructure for The Villas at Seaside, Phase 1. 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
$ 143,313.22 for water
$ 236,637.55 for sewer
$ 495,781.93 for a sewer pump station

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Accept the Deed of Dedication for water, sewer, and sewer pump station from Townes at Seaside, LLC.

County Manager's Recommendation:
Recommend accepting the Deed of Dedication for water and sewer infrastructure for the Villas at Seaside, Phase 1.

ATTACHMENTS:

Description

- The Villas at Seaside, Phase 1 DOD

Prepared by and return to: Burns, Day & Presnell, PA, PO Box 10867, Raleigh, NC 27605
greg HINSHAW

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the 4th day of January, 2022, by and between TOWNES AT SEASIDE, LLC, a North Carolina limited liability company, with an office and place of business in Cumberland 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;

WITNESSETH:

That WHEREAS Developer is the owner and developer of a tract or located in Sunset Beach, Brunswick County, North Carolina, known as The Villas At Seaside;

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

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

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

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

Being all of The Villas at Seaside, Phase 1, as shown on Plat Book 132, Page 67, Brunswick County Registry;

Together with a non-exclusive right of ingress, egress and regress for access and utilities as described in that Access and Utility Easement Agreement recorded in Book 4336, Page 669, Brunswick County Registry.

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

Non-exclusive easements over, along and upon the entire area of the streets and cul-de-sacs depicted on the maps and serving the areas referenced above for purposes of entry into the subdivision for maintenf!J1£e, repair and upkeep of the water [and/or sewer] distribution systems and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs reserving unto Developers, its successor and assigns, equal rights of easement and easement over, in, along and upon said streets and cul-de-sacs for purposes of installing and maintaining such utilities as may be required for the development of said subdivision, including, but not limited to, electric, gas, telephone, cable and sewer.
And Developer does hereby covenant that it is seized of said water [and/or sewer] lines and equipment described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

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

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

TOWNES AT SEASIDE, LLC

By: _____
Name: David Vannoy
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF ~~BRUNSWICK~~ Hoke
I, a Notary Public of the County and State aforesaid, do hereby certify that David Vannoy personally came before me this day, and (I have personal knowledge of the identity of the principal) OR (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a) OR (a credible witness has sworn to the identity of the principal(s)); and he/she acknowledged that he/she js Manager of Townes at Seaside, LLC, a North Carolina limited liability company and that he/she, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official seal/this 4th day of January, 2022.

Adetoikunbo O Shuler
Signature of Notary Public

(NOTARY SEAL)

Adetoikunbo O Shuler
Printed or Typed Name of Notary Public

My Commission Expires: 10/10/2023

ADETOIKUNBO O SHULER NOTARY MY COMMISSION EXPIRES 10/10/2023 PUBLIC HOKE COUNTY, NC

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for the Townes at Seaside, LLC was accepted by the Brunswick County Board of Commissioners on the ____ day of _____, 202_.

Brunswick County Board of Commissioners

_____
Randy Thompson, Chairman

_____
Daralyn Spivey Clerk to the Board

BOOK 132 PAGE 67

MAP CABINET 132 PAGE 67

11-5-21 JA

I, Randy D. Ward, certify that this map was drawn from an actual survey made under my direct supervision, that the ratio of precision of the actual field closure, as calculated by latitudes and departures is 1:10,000+, that it conforms to G.S. 47-30 as amended and that it is true and correct to the best of my knowledge and belief.

I further certify that this survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

Witness my hand and seal this 25th day of October, 2021

NORTH CAROLINA PROFESSIONAL SEAL L-3494 LAND SURVEYOR RANDY D. WARD

Randy D. Ward L-3494

The undersigned hereby certifies that the required improvements

~~Streets~~, Storm Water, Water & Sewer 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.

11/3/21
Developer or Authorized Agent Signature(s) Date

William L. Pierce, PE. 11/3/2021
Brunswick County Engineering Director Date

State of North Carolina
County of Brunswick

I, Justin Brantley, Review Officer for Brunswick County certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Justin Brantley 11/5/2021
Review Officer

Certificate of Ownership and Dedication

I (we) hereby certify that I am (we are) the owner (s) of the property shown and described hereon and that I (we) hereby adopt this plan of a subdivision with my (our) own free consent, establish minimum setback lines, and dedicate all streets, alleys, walks, parks and other sites to public or private use as noted.

Further, I (we) certify the land as shown hereon is within the platting jurisdiction of the Town of Sunset Beach, North Carolina.

Date 11/3/21 Owner

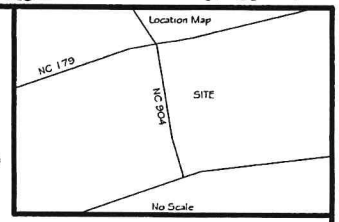
All property shown on the plat as dedicated for a public use shall be deemed to be dedicated for any other public use authorized by the Town Charter or any general, local, or special law pertaining to the Town, when such other use is approved by the Town Council as in the public interest.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	78.54'	70.71'	N 35°02'42" E	90°00'00"
C2	125.00'	2.72'	2.72'	S 09°19'52" E	1°14'52"
C3	125.00'	61.16'	60.56'	N 05°18'36" E	28°02'08"
C4	125.00'	56.34'	55.86'	N 32°14'22" E	25°49'20"
C5	125.00'	67.42'	66.61'	N 60°36'08" E	30°54'10"
C6	125.00'	7.86'	7.86'	N 77°51'16" E	3°36'07"
C7	500.00'	72.48'	72.42'	N 75°53'09" E	8°18'21"
C8	500.00'	65.53'	65.48'	N 67°35'42" E	7°30'33"
C9	300.79'	16.72'	16.72'	N 65°25'59" E	3°11'06"
C10	300.79'	70.33'	70.17'	N 73°43'26" E	13°23'49"
C11	15.00'	23.56'	21.21'	S 35°25'20" W	90°00'00"
C12	15.00'	23.56'	21.21'	S 54°34'40" E	90°00'00"
C13	300.00'	110.51'	109.89'	S 69°01'29" E	21°06'21"
C14	604.00'	53.04	53.03	S 80°59'16" E	5°01'54"
C15	654.00'	57.43	57.41	N 80°59'16" W	5°01'54"
C16	654.00'	3.73	3.73	N 78°53'56" W	0°15'14"
C17	250.00'	88.37	87.91	N 89°27'06" W	20°15'07"
C18	15.00'	23.56'	21.21'	N 35°25'20" E	90°00'00"
C19	15.00'	23.56'	21.21'	N 54°34'40" W	90°00'00"
C20	250.79'	10.20'	10.20'	S 79°15'26" W	2°19'49"
C21	250.79'	62.38'	62.22'	S 70°57'58" W	14°15'06"
C22	550.00'	19.33'	19.33'	S 64°50'51" W	2°00'51"
C23	550.00'	61.39'	61.32'	S 70°05'38" W	6°23'44"
C24	550.00'	51.09'	51.07'	S 76°59'40" W	5°19'19"
C25	75.00'	117.30'	105.70'	S 34°51'01" W	89°36'37"
C26	100.00'	157.08'	141.42'	S 35°02'42" W	90°00'00"

Tax Parcel: 2420000101
Sunset Ridge Master Assn Inc
Deed Book 3012, Page 226
Map Cabinet 32, Page 4

I hereby certify that a Road Maintenance Agreement shall be recorded with the Brunswick County Register of Deeds. The agreement shall bind the owners of all lots and any residual parcels remaining after creation of such lots to a road maintenance agreement. These road(s) are to be private and shall not be maintained by the North Carolina Department of Transportation or other public agency and the maintenance and improvements thereof shall be the mutual obligation of the landowners abutting said roads

Owner(s) or Authorized Agent Signature(s) Date 11/3/21



MC 89, Pg. 67
NAD 83/96

Control Points
"A"-"B" N 80°02'42" E 510.91'
"C"-"D" N 80°25'20" E 581.80'
"D"-"E" N 80°25'20" E 146.50'
"D"-"F" S 09°34'40" E 145.00'

Rear corners on lots 3-16 are set on 20' offset distances shown are total

Tax Parcel: 242FR00102
Bill Clark Homes Of Wilmington, LLC
Sunset Ridge Duplexes
Deed Book 3631, Page 29
Map Cabinet 125, Page 94

Tax Parcel: 2420000503
Stan Lands Dev., Inc
Deed Book 419, Page 127
Map Cabinet 120, Page 16

Tax Parcel: 24200005
Townes At Seaside, LLC
Deed Book 4336, Page 678
Map Cabinet 123, Page 76
Future Phase

LINE	BEARING	DISTANCE
L1	N 80°02'42" E	10.00'
L2	S 09°57'18" E	32.09'
L3	S 89°43'33" E	100.37'
L4	N 62°51'51" E	14.36'
L5	N 71°35'30" E	129.73'
L6	S 71°35'30" W	67.25'
L7	N 71°35'30" E	45.72'
L8	N 62°51'51" E	111.63'
L9	N 62°51'51" E	111.63'
L10	S 89°43'33" E	52.40'

B0132 P0067 11-05-2021 11:11:10.000
Brunswick County, NC Register of Deeds page 1 of 1
Brenda M. Clemmons PLAT

LINE	BEARING	DISTANCE
L1	S 70°30'44" E	43.90'
L2	S 32°56'35" E	43.72'
L3	S 06°29'48" W	50.00'
L4	S 09°02'34" E	56.80'
L5	S 77°31'47" W	54.36'
L6	N 11°47'48" W	79.22'
L7	N 09°34'40" W	50.00'
L8	N 65°28'51" E	34.15'
L9	S 68°25'50" W	40.96'
L10	S 71°54'57" W	48.15'
L11	S 71°54'57" W	32.74'
L12	S 03°31'17" W	32.94'
L13	S 48°17'31" E	19.16'
L14	S 80°25'20" W	25.00'
L15	S 80°25'20" W	25.00'

Lot	Sq. Feet	Acres
1	14,067.65	0.32
2	10,104.05	0.23
3	32,487.61	0.75
4	12,857.16	0.30
5	12,121.28	0.28
6	11,097.44	0.25
7	9,812.70	0.23
8	9,625.30	0.22
9	9,626.99	0.22
10	9,628.68	0.22
11	9,630.37	0.22
12	9,632.06	0.22
13	9,633.75	0.22
14	9,635.44	0.22
15	9,637.13	0.22
16	9,638.82	0.22
39	10,823.76	0.25
40	11,048.46	0.25
41	10,119.88	0.23
42	9,600.00	0.22
43	9,600.00	0.22
44	9,600.00	0.22
45	9,600.00	0.22
46	9,600.00	0.22
47	10,391.71	0.24
48	10,391.71	0.24
Total	290,011.94	6.66

Tax Parcel: 24200005
Townes At Seaside, LLC
Deed Book 4336, Page 678
Map Cabinet 123, Page 76
Future Phase

Tax Parcel: 2420000502
Sunset Commons Apts, LLC
Deed Book 3660, Page 579
Map Cabinet 89, Page 67

Tax Parcel: 2420000503
Stan Lands Dev., Inc
Deed Book 419, Page 127
Map Cabinet J, Page 326
Map Cabinet 120, Page 16

50' Non-Exclusive Access and Utility Easement
Deed Book 4336, Page 669

25' Permanent Easement in favor of NCDOT
DB 3656, Pg. 275
MC 89, Pg. 66

Retention Pond/Open Space
143,234.944 Sq. Ft.
3.29 Acres

Amette Drive (50' Private R/W)
Tillmore Way (50' Private R/W)
Pump Station Site
10' Utility Easement
20' Drainage Easement
20' Force Main Easement
Sunset Creek Way
NC HWY 904
60' Public R/W
Rebar Fd.
Mag Nail Fd.
Witness Corner
Cotton Spike Set

THIS MAP IS CERTIFIED AS CONFORMING IN ALL RESPECTS TO THE ZONING REQUIREMENTS AND IS EXEMPTED FROM THE SUBDIVISION REGULATIONS OF THE TOWN OF SUNSET BEACH

UDO ADMINISTRATOR 11/4/21 DATE

LEGEND

These standard symbols will be found in the drawing.

- ● Corner Found as Noted
- ▲ Mag Nail Found
- O 1/2" Rebar Set
- ⊙ Control Point/Cotton Spike

Area Summary
Road R/W= 2.31 Acres
Total Lots= 6.66 Acres
Retention Pond/Open Space= 3.29 Acres
Buffer= .14 Acres
Pump Staion Site= .09 Acres
Phase 1 Total Area= 12.49 Acres

Notes:

Adjoining property owners based on Brunswick County GIS.

Based on Flood Insurance Rate Map 3720105500K, Community # 375359, Panel 1055, dated 8/28/2018, this parcel appears to be located in Zone X.

For further tie line see maps as referenced.

All distances shown are horizontal ground.

Area calculated by coordinates.

©NORRIS & WARD LAND SURVEYORS P.A. 2021

NORRIS & WARD
Land Surveyors, P.A.
North Carolina & South Carolina
P.O. Box 7894
Ocean Isle Beach, NC 28469
NC -1037
(910) 579-5808 Fax (910) 579-5625
Steve M. Norris, P.L.S. Randy D. Ward, P.L.S.

Surveyed By: RDW, JC
Drawn By: RDW
Checked By: SMN
File: Townes at Seaside/ Towns at Seaside Plat

Subdivision Survey of:

The Villas at Seaside

Phase 1
Lots 1-14 and 39-48
Of a part of the lands claimed in Deed Book 4336, Page 678

Shallotte Township Brunswick County, NC

0 100 200 300
Scale 1" = 100'

October 25th, 2021

Owner Name:
Townes at Seaside, LLC
Mailing Address:
2919 Breezewood Ave
Fayetteville, NC 28303-5501

Prepared by Burns, Day & Presnell (greg Hinshaw)
Return to Bryant Spencer, 2919 Breezewood Ave., Ste 100, Fayetteville, NC 278303

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK AFFIDAVIT

Townes at Seaside, LLC, a North Carolina limited liability company, with an office and place of business in Cumberland 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 Sunset Beach, Brunswick County, North Carolina, known as Villas at Seaside Subdivision, containing lots numbered 1 through 16 and Lot 39 through 48, 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/or sewer lines under and along the road right-of-ways property hereinafter described and referenced:

Being all of The Villas at Seaside, Phase 1, as shown on Plat Book 132, Page 67, Brunswick County Registry;

Together with a non-exclusive right of ingress, egress and regress for access and utilities as described in that Access and Utility Easement Agreement recorded in Book 4336, Page 669, Brunswick County Registry.

3. All the work which has been performed in the construction and installation of said water distribution lines and/or 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/or sewer lines installed therein which would in any way jeopardize title to the subdivision or the water distribution lines and/or sewer lines located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer(s), this 25th day of JANUARY, 2022.

TOWNES AT SEASIDE, LLC
By: _____
Name: DAVID B. VANNOY
Its Manager

STATE OF NORTH CAROLINA
COUNTY OF ~~BRUNSWICK~~ Cumberland

igned and sworn to (or affirmed) before me this day by David B. Vannoy.
(Name of Principal)

Date: January 25, 2022

_____
Signature of Notary Public

(NOTARY SEAL)

Amy Jarman
Printed or Typed Name of Notary Public

My Commission Expires: 1/4/23

Amy Jarman
Notary Public
Cumberland County
North Carolina
My Commission Expires 7/4/2023

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

Action Item # V. - 10.

From:
County Attorney - Winnabow Volunteer Fire Dept. DOD
Asst Attorney--Bryan Batton

Issue/Action Requested:
Consider accepting the Deed of Dedication for water only infrastructure for the Winnabow Volunteer Fire Department.

Background/Purpose of Request:
Winnabow Volunteer Fire Department, Inc. has submitted a Deed of Dedication for water and sewer infrastructure for the Winnabow Volunteer Fire Department. 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
$ 44,800.00 for water

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Accept the Deed of Dedication for water only infrastructure from Winnabow Volunteer Fire Department, Inc.

County Manager's Recommendation:
Recommend accepting the Deed of Dedication for water only infrastructure for the Winnabow Volunteer Fire Department.

ATTACHMENTS:

Description

- Winnabow Volunteer Fire Dept. DOD

Prepared by: Kristen K. Callihan
Boyles & Callihan, PLLC

DEED OF DEDICATION

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this 2nd day of November 2021, by and between WINNABOW VOLUNTEER FIRE DEPARTMENT, INC., A North Carolina Corporation, with a place of business in Brunswick County, North Carolina, party of the first part, hereinafter referred to as "Developer", and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, party of the second part, hereinafter referred to as Grantee;

WITNESSETH:

That whereas Developer is the owner and developer of a tract or parcel located in Township, Brunswick County, North Carolina, known as 15 Green Hill Road NE, Winnabow, NC 28451.

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

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

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

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

All of the potable water lines and equipment located under, along, and within the road and streets with the property more particularly described as follows: Beginning at an Iron located at the Intersection of Right of Way of Green Hill Road and U.S. Highway 17, then South 02 degrees, 00 minutes, 00 seconds West 402 feet to an Existing Concrete Monument, thence South 83 degrees, 45 minutes, 00 seconds West 444.7 feet, thence North 2 degrees 00 minutes East 402 feet to an existing concrete monument, thence North 83 degrees 45 minutes 00 seconds East 444.74 feet to the point of beginning as shown on a map of survey prepared by Jonathan L. Wayne, RLS, L-3991, dated May 30, 1996.

Together with and subject to the 20-foot public utility easement, watermains, and revised as-builts such as depicted on the survey entitled "As-Built Survey for Winnabow Volunteer Fire Department, Inc.," completed by Norris and Ward, Land Surveyors, P.A., and dated October 12, 2021, which survey is attached hereto and incorporated by reference as Exhibit "A".

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

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

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

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

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

Winnabow Volunteer Fire Department, INC.

By: Robert L. Kye

Name: Robert L. Kye

Title: Chairman of Board

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, Mallie S McElroy, a Notary Public in and for the County of and State aforesaid, do hereby certify that Robert L Kye [name] personally appeared before me and acknowledged that they are the Chairman of Board [title] of Winnabow Volunteer Fire Department, INC., and that by authority duly given and as the act of such entity, they signed the foregoing instrument in its name on its behalf as its act and deed.

[Check One]

✓ (i) I have personal knowledge of the identity of the principal(s); or

__ (ii) I have seen satisfactory evidence of the principal's identity by a current state or federal identification, with the principal's photograph, in the form of a _____.

Witness my hand and official seal, this 2 day of November, 2021.

Mallie S McElroy

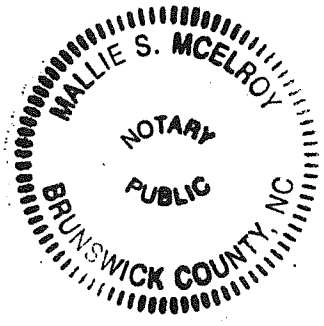
Notary Public Signature

[Official Notary Public Seal]

Mallie S McElroy

Printed or Typed Name of Notary Public

My Commission Expires: October 31, 2025



ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for Winnabow Volunteer Fire Department was accepted by the Brunswick County Board of Commissioners on the _____ day of _____, 2021.

Brunswick County Board of Commissioners

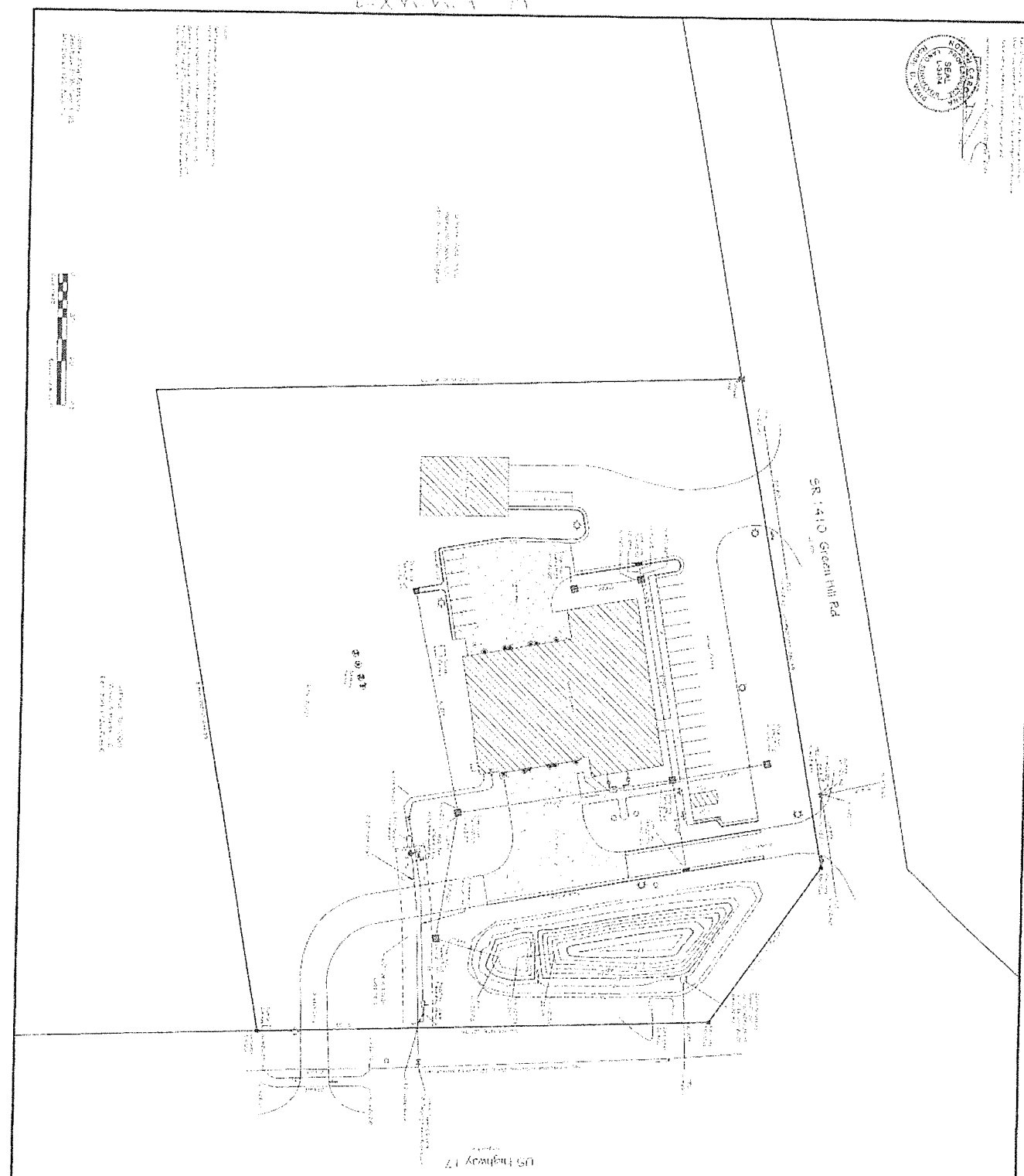
_____

Randy Thompson, Chairman

_____

Daralyn Spivey, Clerk of the Board

Exhibit "A"



NORRIS & WARD
Land Surveyors, P.A.

Winnabow Volunteer Fire Dept, Inc.

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK AFFIDAVIT

The Winnabow Volunteer Fire Department, INC., a North Carolina Corporation, with an office and place of business in Brunswick County, North Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located at 15 Green Hill Road, NE, Winnabow, North Carolina 28451 and more particularly described in a Deed of Dedication in favor of Brunswick County of even date herewith.

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

   Beginning at an Iron located at the Intersection of Right of Way of Green Hill Road and U.S. Highway 17, then South 02 degrees, 00 minutes, 00 seconds West 402 feet to an Existing Concrete Monument, thence South 83 degrees, 45 minutes, 00 seconds West 444.7 feet, thence North 2 degrees 00 minutes East 402 feet to an existing concrete monument, thence North 83 degrees 45 minutes 00 seconds East 444.74 feet to the point of beginning as shown on a map of survey prepared by Jonathan L. Wayne, RLS, L-3991, dated May 30, 1996.

   Together with and subject to the 20-foot public utility easement, watermains, and revised as-builts such as depicted on the survey entitled "As-Built Survey for Winnabow Volunteer Fire Department, Inc.," completed by Norris and Ward, Land Surveyors, P.A., and dated October 12, 2021, which survey is attached hereto and incorporated by reference as Exhibit "A".

3. All the work which has been performed in the construction and installation of said water distribution lines and/or 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/or sewer lines

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

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer(s), this 2 day of November, 2021.

Winnabow Volunteer Fire Department, INC.

By: Robert L. Kye

Name: Robert L. Kye

Title: Chairman of Board

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

Signed and sworn to (or affirmed) before me this day by Robert L Kye.

This 2 day of November, 2021.

Mallie S McElroy
Notary Public Signature

[Official Notary Public Seal]

MALLIE S MCELROY
Printed or Typed Name of Notary Public

My Commission Expires: October 31, 2025

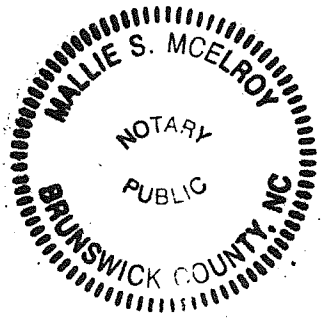
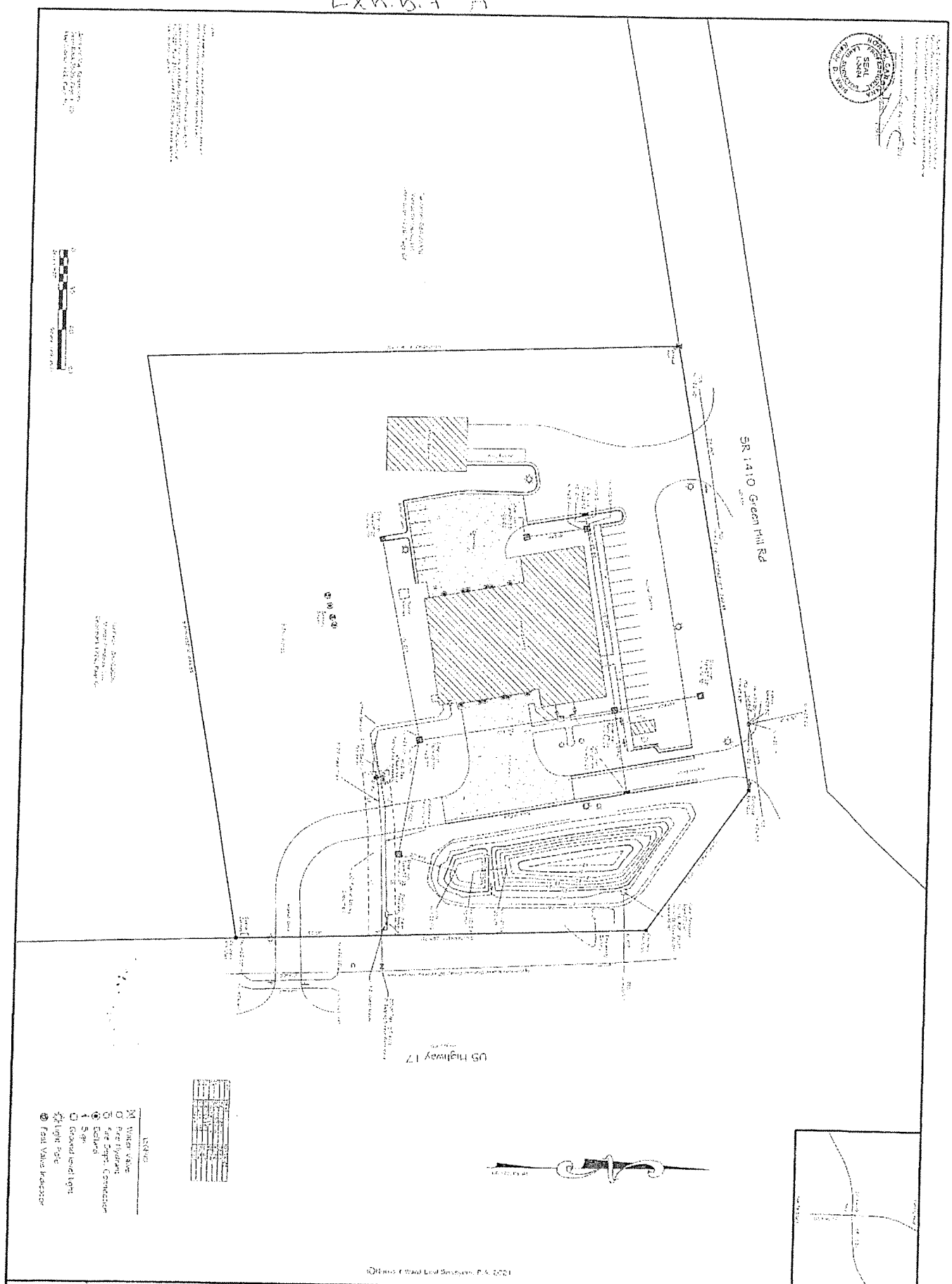


Exhibit "A"



NORRIS & WARD
Land Surveyors, P.A.
P.O. Box 7604
Ocean Isle Beach, NC 28469
Phone: 910.579.5828 Fx: 910-579-5835

Steven M. Norris, P.L.S.
Randy B. Ward, P.L.S.

Winnabow Volunteer Fire Dept, Inc.

©Norris & Ward Land Surveyors, P.A. 2021

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

Action Item # V. - 11.

From:
Edward Conrow

Emergency Services - North Carolina Emergency Management MOA

Issue/Action Requested:
Request the Board of Commissioners approve a Memorandum of Agreement with the State of North Carolina Public Safety Emergency Management for Homeland Security Grants Program for exercise grant funds.

Background/Purpose of Request:
Brunswick County Emergency Services has been approved by State of North Carolina Department of Public Safety Emergency Management for $12,000 from the Homeland Security Grants Program to be used to conduct a multi-agency exercise in Brunswick County. The exercise will be related to a large vessel fire on the Cape Fear River impacting both the waterway and surrounding communities.

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates $12,000 of Federal Revenues for the expenses associated with the training exercise

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve a Memorandum of Agreement with the State of North Carolina Public Safety Emergency Management for Homeland Security Grants Program for exercise grant funds.

ATTACHMENTS:

Description

- North Carolina Emergency Management MOA Exercise Grant
- Grant Evaluation Form
- Budget Amendment

North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

Homeland Security Grant Program
(HSGP)

Fiscal Year 2020

AL #: 97.067
Grant#: EMW-2020-SS00023

Memorandum of Agreement (MOA)

between

Recipient:
State of North Carolina
Department of Public Safety
Emergency Management

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

MOA #: 2041022
Period of performance:
September 1, 2020 - February 28, 2023

Award amount: $12,000.00

1. **Purpose**
The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP). More information about HSGP is available at: https://www.fema.gov/grants/preparedness/homeland-security. The purpose of this MOA is to set forth terms by which the Recipient, State of North Carolina, Department of Public Safety, North Carolina Emergency Management (NCEM), shall provide HSGP funding that was previously turned back to Recipient from a different subrecipient and is now being provided to the Sub-Subrecipient identified in this MOA. This is to fund projects related to Homeland Security Training and Exercises. **Planning, Operations and Equipment purchases are <u>not</u> authorized under this MOA**. For a more detailed description see approved Scope of Work Attachment 1.

2. **Program Authorization and Regulations**
This MOA is authorized under the provisions of: (1) Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603 - § 609), (2) *Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93)*, (3) FY 2020 HSGP Notice of Funding Opportunity (NOFO): https://www.fema.gov/media-collection/homeland-security-grant-notices-funding-opportunity, (4) applicable FEMA Grant Programs Directorate Information Bulletins (see https://www.fema.gov/grants/preparedness/about/informational-bulletins), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

   The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Sub-Subrecipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. **Compensation**
Recipient agrees that it will pay Sub-Subrecipient compensation for eligible services to be rendered by Sub-Subrecipient. Payment to Sub-Subrecipient for expenditures under this MOA will be reimbursed after Sub-Subrecipient's cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed

(according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided.

Sub-Subrecipient must meet all reimbursement requirements contained herein. Non-compliance may result in denial of grant funds awarded for this project. See also paragraph 7 below regarding compliance.

4. Funding Eligibility Criteria

Federal funds administered through Recipient (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive homeland security response program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

A. Sub-Subrecipient must:
   i. Be established as a state, local, or nonprofit agency by appropriate resolution/ordinance.
   ii. Prior to April 4, 2022, Sub-Subrecipient must have a DUNS number prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or http://fedgov.dnb.com/webform. After April 4, 2022, Sub-Subrecipient will be required to obtain a Unique Entity Identifier created in the System for Award Management (SAM), if they do not already have one. Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM. The Unique Entity ID is currently located below the DUNS Number on the entity registration record in SAM. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government and a DUNS number is no longer required.
   iii. Sub-subrecipient shall ensure their organization is registered with the System for Award Management (SAM). Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at http://www.sam.gov.
   iv. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
   v. Complete any procurement(s) and expenditures no later than February 28, 2023.
   vi. Submit quarterly progress reports to NCEM Training & Exercises Branch (exercisegrant@ncdps.gov) using the grant Quarterly Report form (Attachment 2) for any quarters in which Sub-Subrecpient expends funds under this MOA. These reports are to be submitted on a quarterly calendar year basis on or before the following dates: January 15th, April 15th, July 15th and October 15th. These reports can be submitted along with the associated request for reimbursement (RFR) if the RFR is submitted by the last day of the respective quarter in which the funds are expended. Quarterly reports are not required for quarters in which no funds are expended under this MOA.
   vii. Submit requests for reimbursement with all required documentation attached.

B. File Retention (see Attachment 4 "Required Sub-Subrecipient File Documentation"):
Sub-Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each HSGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

   i. Resolution/ordinance establishing Sub-Subrecipient as a state or local government, or nonprofit organization.
   ii. Award letter, MOA, and supporting appendices.
   iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
   iv. Audit findings and corrective action plans.
   v. Equipment inventory records with photo documentation of labeling using labels provided by NCEM.

5. Conditions

The Recipient and Sub-Subrecipient certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Recipient is duly authorized to commit the Sub-Subrecipient to these requirements; that costs incurred

prior to grant application approval will result in the expenses being absorbed by the Sub-Subrecipient; and that all agencies involved with this project understand that all federal funds are limited to the federal period of performance.

6. Supplantation

Sub-Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. Sub-Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

7. Compliance

Sub-Subrecipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2020 HSGP NOFO referenced in paragraph 2 above. Sub-Subrecipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon Sub-Subrecipient for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring.

8. Responsibilities

Recipient:

A. Recipient shall provide funding to Sub-Subrecipient to perform the activities as described herein.

B. Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.

C. The federal award date is September 1, 2020. Funds allocated must be encumbered and invoices received by NCEM by February 28, 2023.

D. Recipient shall directly monitor the completion of this project.

Sub-Subrecipient:

A. This MOA must be signed and returned to NCEM within 45 days after Sub-Subrecipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by NCEM of the grant budget and program narrative.

B. The Sub-Subrecipient shall expend FY 2020 HSGP Grant Program funds in accordance with the FY2020 HSGP NOFO, the grant application, and Subaward Notification.

C. Closeout Requirements. Sub-Subrecipient must comply with all applicable closeout requirements specified in 2 CFR 200.344 no later than 90 calendar days after the end date of the period of performance, including submission of any financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and DHS Standard Terms and Conditions (Attachment 3), incorporated by reference herein, for the performance of the activities.

D. Procurement. The Sub-Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327. Sub-Subrecipient must follow procurement procedures and policies as outlined in the applicable FY2020 HSGP NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2020 FEMA Preparedness Grants Manual. Sub-Subrecipient shall comply with all applicable laws, regulations and program guidance. Sub-Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement

Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

E. Submit invoice(s) requesting reimbursement for services and items received to NCEM Training & Exercises Branch (exercisegrant@ncdps.gov). Recipient will reimburse Sub-Subrecipient for eligible costs as outlined in the applicable DHS program guidelines and FY2020 HSGP NOFO. Sub-Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Sub-Subrecipient must submit request for reimbursement within 60 days of payment of invoice. Requests for reimburstment submitted more than 60 days after Sub-Subrecipient payment of invoice may be denied.

F. Complete the procurement(s) process not later than February 28, 2023.

G. Submit quarterly progress reports to NCEM Training & Exercises Branch (exercisegrant@ncdps.gov) using the grant Quarterly Report form (Attachment 2) for any quarters in which Sub-Subrecipient expends funds under this MOA. These reports are to be submitted on a quarterly calendar year basis on or before the following dates: January 15th, April 15th, July 15th and October 15th. These reports can be submitted along with the associated request for reimbursement (RFR) if the RFR is submitted by the last day of the respective quarter in which the funds are expended. Quarterly reports are not required for quarters in which no funds are expended under this MOA.

H. Maintain a grant management filing system as required in this MOA (Attachment 4).

I. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the FY 2020 HSGP NOFO and Subaward Notification, and DHS Standard Terms and Conditions (Attachment 3).

J. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Sub-Subrecipient shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), https://sam.gov/content/exclusions and the State Debarred Vendors Listing, https://ncadmin.nc.gov/documents/nc-debarred-vendors, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.

K. Ensure that HSGP funds are not used to support hiring sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.

L. Non-Supplanting Requirement. See paragraph 6 (Supplantation).

M. All materials publicizing or resulting from award activities shall contain this acknowledgement: "This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management." Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words "Funded by US Department of Homeland Security".

N. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).

O. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA, shall be the sole responsibility of Sub-Subrecipient and shall not be reimbursed under this MOA.

P. Conflicts of Interest. Per 2 CFR 200.112 and the 2020 FEMA Preparedness Grants Manual, all sub-subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a sub-subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.

Per 2 CFR 200.318 and the 2021 FEMA Preparedness Grants Manual, all sub-subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and

governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the sub-subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, sub-subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Sub-Subrecipient. All sub-subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

Q. Environmental Planning and Historic Preservation (EHP) Compliance. Sub-Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details see: https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance.

R. Sub-Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.

9. Funding

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

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2020 HSGP NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at https://www.dhs.gov/dhs-grants and https://www.fema.gov/grants/guidance-tools. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. Taxes

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

11. Warranty

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

12. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law (N.C.G.S. 143C-6-23 and 09 NCAC 03M) requires every non-state entity (including non-profit organizations, counties and local governments) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year.

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for sub-subrecipients to meet these requirements: https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance .

Level I (Less than $25,000)

A grantee receiving less than $25,000 (combined) in state or federal pass through funds must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of Less than $25,000.
- Level I form and reporting instructions are available on the above website.

Level II ($25,000 - $499,999)

A grantee that receives between $25,000 - $499,999 (combined) in state or federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of $25,000 or More.
- Schedule of Receipts and Expenditures.
- Program Activities and Accomplishments Reports.
- Level II form and reporting instructions are available on the above website.

Level III ($500,000 - $749,999)

A grantee that receives a combined $500,000 or more in state funding or federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of $25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards. See paragraph 13 below for audits.

Level III Continued ($750,000+)

A grantee that receives a combined $750,000 or more in funding from all federal funding sources, even those passed through a state agency must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of $25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end:
    - Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.
    - Post the single audit to the Federal Audit Clearinghouse (https://harvester.census.gov/facweb/).
    - Make copies of the single audit available to the public. See paragraph 13 below for audits.

13. Audit Requirements

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

Per 09 NCAC 03M .0205, a sub-subrecipient that receives a combined **$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the sub-subrecipient's fiscal

year end submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): https://www.gao.gov/yellowbook.

Per 2 CFR 200.501, a sub-subrecipient that receives a combined **$750,000** or more in funding from all **federal** funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of Sub-Subrecipient's fiscal year end. Sub-Subrecipient must:

A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse https://harvester.census.gov/facweb/.

B. Submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of Sub-Subrecipient, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 13.A. above.

C. Make copies of the single audit available to the public.

14. Sub-Subrecipient Monitoring

See Attachment 6 for sub-subrecipient monitoring.

15. Points of Contact

To provide consistent and effective communication between Sub-Subrecipient and NCEM, each party shall appoint a Principal Representative(s) to serve as its central point of contact (POC) responsible for coordinating and implementing this MOA. The NCEM contact shall be **NCEM Exercise Grants Officer.** The Sub-Subrecipient point of contact shall be the person designated by the Sub-Subrecipient. The Sub-Subrecipient must immediately notify NCEM if the there is any change in the Sub-Subrecpient POC for this MOA.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.

B. Is or becomes part of the public domain, through no fault of the receiving party.

C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.

D. Is independently developed at the receiving party by someone not privy to the confidential information.

16. Public Records Access

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

17. Contracting/Subcontracting

If Sub-Subrecipient contracts/subcontracts any or all purchases or services under this MOA, then Sub-Subrecipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Sub-Subrecipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. If Sub-Subrecipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to NCEM. A contractual arrangement shall in no way relieve Sub-Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Sub-Subrecipient is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2020 HSGP NOFO referenced herein.

18. Situs

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

19. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

20. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

21. Entire Agreement

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

22. Modification

This MOA may be amended only by written amendments duly executed by the Recipient and the Sub-Subrecipient.

23. Prohibition on purchasing certain telecommunications - John S. McCain National Defense Authorization Act for Fiscal Year 2019 – Public Law 115-232, section 889 – 2 CFR 200.16

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

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

Replacement Equipment and Services

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

Definitions

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

A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

C. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

FEMA Policy #405-143-1

Refer to FEMA Policy #405-143-1 for specific guidance:
https://www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf

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

Pursuant to G.S. 147-86.60, any company identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S, 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the state. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the state certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran.

B. That the vendor shall not utilize on any contract with the state agency any subcontractor that is identified on the Final Divestment List.

C. That the undersigned is authorized by the Vendor to make this Certification.

The State Treasurer's Final Iran Divestment List can be found on the State Treasurer's website at the address: https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules.

Further, pursuant to G.S. 147-86.82, any company identified as boycotting Israel, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The State Treasurer's Final Companies Boycotting Israel List can be found on the State Treasurer's website at the address: https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules.

25. Termination

The terms of this MOA, as modified with the consent of all parties, will remain in effect until February 28, 2023. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2020 HSGP NOFO, incorporated by reference herein, the Sub-Subrecipient shall reimburse NCEM for said property and/or expenses.

26. Scope of Work

Sub-Subrecipient shall implement the HSGP project summarized in the approved scope of work. The scope of work is hereby incorporated by reference in this MOA.

A. Scope of Work related documentation to be provided throught the Period of Performance:
   i. Completed appropriate report forms with invoices and proof(s) of payment.
   ii. Audit findings and corrective action plans.

B. Documentation to be provided throughout the Period of Performance:
   i. Quarterly project progress reports as required.
   ii. Sub-Subrecipient involved legal action that pertains to any Training and Exercises purchased with funds provided under this MOA.
   iii. After-action report from exercise in accordance with Homeland Security Exercise and Evaluation Program Doctrine (HSEEP).
   iv. Training course roster and course description. The training course should run through TERMS.
   v. Any other documentation that would be pertinent.
   vi. All legible and complete invoices and receipts detailing the expenses associated with the project. Receipts must contain the following information:
      - Name and address of the vendor or establishment providing the product or service.
      - Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
      - Date the product or service was provided.
      - Itemized description of all products or services.
      - Unit price of products or services (if applicable).
      - Total amount charged.
   vii. Proof of payment of expenses associated with the project.

27. Lobbying Prohibition

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

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR 200.300 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination: The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

D. Information and Reports: The subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.

E. Sanctions for Noncompliance: In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
   i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
   ii. Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including

sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

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

Subrecipient hereby agrees that as a condition to receiving any federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR 200.300 , Nondiscrimination in FederallyAssisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this MOA. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR 200.300 issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

C. Insert the clauses of this MOA in every contract subject to the Act and the Regulations.

D. This assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.

E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

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

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 – deeds, licenses, permits, leases

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

A. The [Sub-Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and

operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR 200.300 and as said Regulations may be amended.

B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

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

A. The [Sub-Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Sub-Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR 200.300, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

B. That in the event of breach of any of the above nondiscrimination covenants, Sub-Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

C. That in the event of breach of any of the above nondiscrimination covenants, Sub-Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-Subrecipient and its assigns.

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

31. Assurance of Compliance with Privacy Act

The Sub-Subrecipient agrees:

A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Sub-Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.

B. To notify DHS when the Sub-Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.

C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

D. To include the text of subparagraphs A. – C. of this paragraph in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA or which may involve the design, development, or operation of a system of records on behalf of the DHS.

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

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988. The regulations, published in the January 31, 1989 Federal Register, require certification by subrecipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR 200.415). Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establish a drug-free awareness program to inform employees about:
   i. The dangers of drug abuse in the workplace.
   ii. The Subrecipient's policy of maintaining a drug-free workplace.
   iii. Any available drug counseling, rehabilitation, and employee assistance programs.
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A. .

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
   i. Abide by the terms of the statement.
   ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is convicted:
   i. Taking appropriate personnel action against such an employee, up to and including termination.
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, local health, law enforcement, or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

33. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to NCEM and will become binding upon execution of all parties to this MOA. The terms of this MOA will become effective October 1, 2021. The last signature shall be that of Eddie M. Buffaloe Jr, Secretary for the North Carolina Department of Public Safety.

34. Term of this Agreement

This MOA shall be in effect from October 1, 2021 to February 28, 2023.

35. Statement of Assurances

Sub-Subrecipient must complete either Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, or both, as applicable.

A. Sub-Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, sub-subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.

B. Sub-Subrecipient must complete the appropriate form(s) and submit to NCEM Training and Exercises Branch (exercisegrant@ncdps.gov) upon execution of this MOA. Sub-Subrecipient must still complete the appropriate

form(s) even if certain assurances in the form may not directly apply to Sub-Subrecipient's specific program to ensure that all possible situations are covered.

36. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:

- Attachment 1 Scope of Work
- Attachment 2 Quarterly Report Form
- Attachment 3 DHS Standard Terms and Conditions
- Attachment 4 Required Sub-Subrecipient File Documentation
- Attachment 5 Sub-Subrecipient Monitoring

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective as of October 1, 2021.

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

BY: William C. Ray
WILLIAM C. RAY, DIRECTOR
& DEPUTY HOMELAND SECURITY ADVISOR
NC EMERGENCY MANAGEMENT

APPROVED AS TO PROCEDURES:

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

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

BY: _____
EDDIE M. BUFFALOE JR.
SECRETARY
DEPARTMENT OF PUBLIC SAFETY

BRUNSWICK COUNTY
3325 OLD OCEAN HIGHWAY
BOLIVIA, NC 28422

BY: _____

BY: _____

BY: _____

BY: _____

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2020 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY EDDIE M. BUFFALOE JR., SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOA SHOULD NOT BE USED FOR OTHER MOAS FOR THE HSGP FOR OTHER FISCAL YEARS.

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

Attachment 1

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

Exercise Request

*Submitted By	Brunswick County		
*Exercise Name	Brunswick Cape Fear River Vessel Response		
Location	Brunswick EOC		
Sponsoring Agency	Brunswick EM		
Military Installation			
For Official Use Only			
MOA #			
Status	Approved	Status Date	12/03/2021

*Scenario (check all that apply)	
☐ Chemical Release or Threat	☐ Search and Rescue
☐ Nuclear Release or Threat	☐ Cyber
☐ Natural Disaster	☐ Radiological Release or Threat
☐ Explosive Detonation or Threat	☐ Agriculture
☐ Active Shooter	
Other Scenario: Large Vessel fire	

*Type (check all that apply)			
☐ Drill	☐ Full-Scale Exercise (FSE)	☐ Functional Exercise (FE)	☐ Game
☐ Planning Conference	☐ Seminar	☑ Tabletop Exercise (TTX)	☐ Workshop

*Focus (check all that apply)			
☐ Prevention	☑ Protection	☐ Mitigation	☑ Response
☐ Recovery			
Other Focus			

*Scope (check all that apply)			
☐ Local Only	☐ Regional (within State)	☐ Private/Corporation	☐ Multi-State
☐ VOAD (Red Cross, etc.)	☑ Local/State	☐ National Level Exercise	☐ Multi-Local
☑ Federal/State/Local			
Other Scope			

Exercise Sponsor Point of Contact Information

Organization	Brunswick EM
County	

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

Manager	Randall Woodruff		
County Tax ID	56-6000278		
Contact Name	Edward Conrow		
Address	3325 Old Ocean Highway		
City/State/Zip	Bolivia, NC 28422	Phone	910-253-2569
Email	edward.conrow@brunswickcountync.gov		

***Major Participating Agencies/Organizations**

☑ County EM	☑ County Fire	☐ County Health	☐ County Rescue Squad	☐ County SAR
☐ Local Law Enforcement	☑ State Agencies			

Other:
US Coast Guard, MOTSU

Schedule		**Brief Exercise Overview:**
Provide Final Proposal to NCEM	01/05/2022	TTX to bring responding agencies necessary to respond to large commercial vessel that has run aground and on fire.
Prepare Exercise Plan	02/28/2022	
Mail Notice of Exercise	03/15/2022	
Conduct Exercise between	10/03/2022	
and	11/30/2022	
Complete Action Report	12/30/2022	

***Estimated Budget**

	Description	Cost
1	TTX (contractor)	12000.00
2		
3		
4		
	TOTAL	$12,000.00

Add Row

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

Attached Documents

Document	Choose File No file chosen	
Description		Attach
Select	**Description**	**Document**
☐	TERMS Additional Information Worksheet	DM59_TERMs Additional Information Worksheet Brunswick County 12-3-2021.pdf
Delete Selected Items		

Addtional Notes

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

Exercise Grant Core Capabilities / Gap identification / MOA Signatory

County: **Brunswick**	MOA #:
Exercise Name: **Brunswick Cape Fear River Vessel Response**	

Note: Select All that Apply

Prevention	Response
☐ Planning	☑ Planning
☐ Public Information and Warning	☑ Public Information and Warning
☐ Operational Coordination	☑ Operational Coordination
☐ Intelligence and Information Sharing	☑ Infrastructure Systems
☐ Interdiction and Disruption	☑ Critical Transportation
☐ Screening, Search, and Detection	☑ Environmental Response/Health and Safety
☐ Forensics and Attribution	☐ Fatality Management Services
Mitigation	☑ Fire Management and Suppression
☐ Planning	☐ Logistics and Supply Chain Management
☐ Public Information and Warning	☐ Mass Care Services
☐ Operational Coordination	☑ Mass Search and Rescue Operations
☐ Community Resilience	☑ On-scene Security and Protection
☐ Long-term Vulnerability Reduction	☑ Operational Communications
☐ Risk and Disaster Resilience Assessment	☑ Public Health, Healthcare, and Emergency Medical Services
☐ Threats and Hazard Identification	☑ Situational Assessment
Recovery	**Protection**
☐ Planning	☐ Planning
☐ Public Information and Warning	☐ Public Information and Warning
☑ Operational Coordination	☐ Operational Coordination
☐ Infrastructure Systems	☐ Intelligence and Information Sharing
☐ Health and Social Services	☐ Interdiction and Disruption
☐ Economic Recovery	☐ Screening, Search, and Detection
☐ Housing	☐ Access Control and Identity Verification
☐ Natural and Cultural Resources	☐ Cybersecurity
	☑ Physical Protective Measures
	☐ Risk Management for Protection Programs and Activities
	☐ Supply Chain Integrity and Security

Capability gap(s) as determined and identified from previous exercises, gap analysis' or THIRA
esponse to large vessel incidents navigating the Cape Fear river channel. Resource management and operational coordination related to large vessel incidents. Capabilites to manage and responde to large vessel fires on the Cape Fear Ri

Memorandum of Agreement (MOA) signatory (Full Name, Title, Contact Information and Email address)
Edward Conrow, Director of Emergency Services, 910-253-2569 edward.conrow@brunswickcountync.gov

For questions or concerns please contact NCEM at 919-825-2257 or ExerciseGrant@ncdps.gov

Save and attach to TERMs Exercise Request

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

Attachment 2

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

Quarterly Progress Report

FY

Sub-Subrecipient:
MOA #:
Grant award amount:

Select a quarter and complete the funds-expended blanks, activities status, and submission information. Return the completed form to your grants manager.	
Quarter	☐ October – December (due January 15) ☐ January – March (due April 15) ☐ April – June (due July 15) ☐ July – September (due October 15)
Funds expended prior quarters	
Funds expended this quarter	

Activities	**Metric**	**Current Status**
Equipment	Dates, current status. For examples, list identified needs, items in vendor negotiation, purchased, placed in service, etc.	
Planning	Dates, current status. For examples, list identified needs, updates or revisions made to plans, or those to be made.	
Training	Dates, status of training. For example, list identified needs, training planned, in progress, or conducted. Attach agenda and roster.	
Exercise	Dates, status of exercise. For example, list identified needs, exercise(s) planned, in progress, or conducted. Attach after action report.	

Submitted by	
Date	

Forward the completed report to **<email address>.**

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

Attachment 3

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

2021 DHS Standard Terms and Conditions

The 2021 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

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

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

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS Specific Acknowledgements and Assurances

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

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

2021 DHS Standard Terms and Conditions

The 2021 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

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

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

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS Specific Acknowledgements and Assurances

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

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

2021 DHS Standard Terms and Conditions

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

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

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

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub.L No. 94-135 (1975) *(*codified as amended at Title 42, U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

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

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

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

VI. Civil Rights Act of 1964 – Title VI

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

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 *et seq*.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

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

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

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

XI. Duplication of Benefits

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

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

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

XIII. Energy Policy and Conservation Act

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

XIV. False Claims Act and Program Fraud Civil Remedies

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

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

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

XVII. Fly America Act of 1974

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

XVIII. Hotel and Motel Fire Safety Act of 1990

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

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

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

XX. Lobbying Prohibitions

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

XXI. National Environmental Policy Act

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

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

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

XXIV. Notice of Funding Opportunity Requirements

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

XXV. Patents and Intellectual Property Rights

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

XXVI. Procurement of Recovered Materials

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

XXVII. Rehabilitation Act of 1973

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

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under Pub. L.110-417, § 872, as amended 41 U.S.C. § 2313. As required by Pub. L. 111-212, § 3010, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;

b. Reached its final disposition during the most recent five-year period; and

c. One or more of the following:

1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

4) Any other criminal, civil, or administrative proceeding if:

a) It could have led to an outcome described in this award term and condition;

b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and

c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature to decide fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

b. *Conviction:* means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—

1) Only the federal share of the funding under any federal award with a recipient cost share or match; and

2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first tier subawards.

a. *Applicability. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that equals or exceeds $30,000 in federal funds for a subaward to a non-federal entity or federal agency (See definitions in paragraph 5 of this award term).*

b. *Where and when to report*.

1) Recipients must report each obligating action described in paragraph 1 of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS).

2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.

c. *What to report*. The recipient must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov.

2. Reporting Total Compensation of Recipient Executives.

a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—

1) The total federal funding authorized to date under this federal award equals or exceeds $30,000 as defined in 2 C.F.R. § 170.320;

2) In the preceding fiscal year, recipients received—

a) Eighty percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the *Federal Funding Accountability and Transparency Act* (Transparency Act), as defined at 2 C.F.R. § 170.320 (and subawards); and

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

b) $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.* to determine if the public has access to the compensation information.)

3) *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:

a) As part of the recipient's registration profile at https://www.sam.gov.

b) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

a. Applicability and what to report. Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

1) In the subrecipient's preceding fiscal year, the subrecipient received—

a) Eighty percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

b) $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and

2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.* to determine if the public has access to the compensation information.)

b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:

1) To the recipient.

2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

2021 DHS Standard Terms and Conditions

4. Exemptions
If, in the previous tax year, recipients had gross income, from all sources, under $300,000, then recipients are exempt from the requirements to report:

a. Subawards, and

b. The total compensation of the five most highly compensated executives of any subrecipient

5. Definitions
For purposes of this award term:

a. *Federal Agency* means a federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

b. *Non-Federal Entity:* means all the following, as defined in 2 C.F.R. Part 25:

1) A Governmental organization, which is a state, local government, or Indian tribe;

2) A foreign public entity;

3) A domestic or foreign nonprofit organization;

4) A domestic or foreign for-profit organization;

c. *Executive:* means officers, managing partners, or any other employees in management positions.

d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

1) The term does not include recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.331).

2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.

e. *Subrecipient:* means a non-federal entity or federal agency that:

1) Receives a subaward from the recipient under this award; and

2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

f. *Total compensation:* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (see 17 C.F.R. § 229.402(c)(2)):

1) Salary and bonus.

2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

5) *Above-market earnings on deferred compensation which is not tax-qualified.*

6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

XXX. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. Provisions applicable to a recipient that is a private entity.

a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—

1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;

2) Procure a commercial sex act during the period of time that the award is in effect; or

3) Use forced labor in the performance of the award or subawards under the award.

b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —

1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or

2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—

a) Associated with performance under this award; or

b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000.

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

2. Provision applicable to recipients other than a private entity.
DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or

b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—

1) Associated with performance under this award; or

2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000.

3. Provisions applicable to any recipient.

a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.

b. It is DHS's right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:

1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and

2) Is in addition to all other remedies for noncompliance that are available to us under this award.

c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

4. Definitions.
For the purposes of this award term:

a. *Employee*: means either:

1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

b. *Forced labor:* means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

2) A for-profit organization.

d. *Severe forms of trafficking in persons*, *commercial sex act*, and *coercion* are defined in TVPA, Section 103, as amended (22 U.S.C. § 7102).

XXXIII. Universal Identifier and System of Award Management

1. Requirements for System for Award Management and Unique Entity Identifier
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

2. Definitions
For purposes of this term:

1. *System for Award Management (SAM):* means the federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on SAM.gov.

2. *Unique Entity Identifier:* means the identifier assigned by SAM to uniquely identify business entities.

3. *Entity:* includes non-Federal entities as defined at 2 C.F.R. § 200.1 and includes the following, for purposes of this part:

   a. A foreign organization;

   b. A foreign public entity;

   c. A domestic for-profit organization; and

   d. A federal agency.

4. *Subaward:* means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.

   a. The term does not include the recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).

   b. A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.

5. *Subrecipient* means an entity that:

   a. Receives a subaward from the recipient under this award; and

   b. Is accountable to the recipient for the use of the federal funds provided by the subaward.

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

2021 DHS Standard Terms and Conditions

XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXV. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

Attachment 4

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

Required Sub-Recipient File Documentation

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

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

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

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

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

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

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

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.
Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

Attachment 5

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

Sub-Subrecipient Monitoring

Sub-Subrecipient is subject to monitoring by Recipient in accordance with the provisions of 2 CFR 200.332.

A. Recipient may assess Sub-Subrecipient's risk of noncompliance with applicable laws, rules, regulations, policies and guidelines, and with the terms and conditions of this award, per 2 CFR 200.332(b).

1. This includes the application and award process when Sub-Subrecipient was selected to receive this award, and it continues throughout the life of the award, such as ensuring Sub-Subrecipient remains eligible to receive funding as specified in **Funding Eligibility Criteria**.

2. Sub-Subrecipient's prior experience with other grant awards by/through Recipient may also be included in the risk assessment.

3. Depending on the risk, additional conditions may be imposed on this award at any time per 2 CFR 200.332(c).

4. Sub-Subrecipient's activities may be continually monitored as necessary to ensure that this award is used for authorized purposes and in compliance with all applicable laws, rules, regulations, polices and guidelines, per 2 CFR 200.332(d).

B. Monitoring will include Recipient reviewing all financial, performance and/or or cost reports - including all requests for reimbursement (and associated invoices and proof of payment) - submitted by Sub-Subrecipient as required in this MOA.

1. Recipient will also review all other documentation required to be submitted by Sub-Subrecipient in this MOA, including equipment lists and inventories, after action reports for exercises, training course rosters and descriptions, all contracts and subcontracts executed by Sub-Subrecipient with funds from this award, and all project closeout documents.

2. All documentation required to be retained by Sub-Subrecipient in this MOA, including all required Sub-Subrecipient file documentation per 2 CFR 200.334, is also subject to review and monitoring by Recipient (see **File Retention**).

3. Any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements** are also subject to review and monitoring by Recipient.

C. Any required documentation, reports or requests for reimbursement submitted late, incompletely, inaccurately and/or with discrepancies may elevate the risk status of Sub-Subrecipient and cause additional monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

1. This includes any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements.**

2. Failure to timely file complete and accurate audits and reports required under federal and state law may subject Sub-Subrecipient to additional monitoring and the full range of remedies for noncompliance specified in **Compliance**.

D. Any findings or corrective actions identified in Sub-Subrecipient audits specifically related to this award may elevate the risk status of Sub-Subrecipient and cause additonal monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

DocuSign Envelope ID: 1B582C8D-8973-49F4-8449-EE36B94E34CD

1. Such audit findings and corrective actions must be appropriately resolved by Sub-Subrecipient and are subject to monitoring, follow-up and verification by Recipient.

2. Recipient may issue a Management Decision for applicable audit findings pertaining specifically to this award per 2 CFR 200.332 and 2 CFR 200.521, in addition to any Management Decisions issued by Sub-Subrecipient.

E. Depending on the risk, Sub-Subrecipient monitoring may include, but is not limited to, the following measures: training and technical assistance, site visits, desk reviews, and audits (in addition to the audits specified in **Audit Requirements**.

BRUNSWICK COUNTY
Grant Application Evaluation Form

Lead Department: Emergency Services		Date: February 1, 2022
Department Head: Edward Conrow		Department Contact for Grant: Edward Conrow
Co-Applicants / Other Participating Departments/Agencies/Community Organizations:		
Grant Title: Homeland Security Grant Program Exercise Grant		
Funding Organization: FEMA		
Grant Period/Term: 2/21/22 - 2/28/23	Grant Amount: $ 12,000.00	☑ New Grant ☐ Recurring Grant Multi-Year Grant? ☐ Yes ☐ No
Matching Funds? ☐ Yes ☑ No	If Yes, Amount: $	☐ In Kind_____ ☐ Cash_____ ☐ Other_____
Describe how match will be met. - MOA Oct 1 2021 - Feb 28 2023 - POP Sept 1 2020 - Feb 28 2023		
Are matching funds in the current budget or does the match require additional funding? Please explain. ☐ Available ☐ Additional Needed ☐ N/A- No matching funds required/requested		
Briefly describe the purpose of the grant. HSGP Exercise Grant funds will be used to conduct a multi agency table top exercise to evaluate respond coordination and capabilites related to a large vessel fire on the Cape Fear River.		

Program Duplication / Cost Recovery	
Will this project **in any way** duplicate or compete with another service or program provided by Brunswick County, another local agency or community organization?	☐ Yes ☑ No ☐ Possibly
Will this grant provide support for a mandated service?	☑ Yes ☐ No
Can we capitalize on this funding to meet current and/or future equipment or facility needs?	☐ Yes ☑ No
Will this grant result in supplanting? *Supplanting occurs when a state, local, or Tribal Government reduces state, local, or tribal funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity.*	☐ Yes ☑ No

Additional Grant Considerations	
Can the scope of work be completed within grant time frame allotted?	☑ Yes ☐ No ☐ Possibly
Can the requirements of this grant be met with current staffing levels?	☑ Yes ☐ No ☐ Possibly
Will new positions be requested (or expiring grant funded positions extended)?	☐ Yes ☑ No
If Yes, how many new positions will be funded by the grant?	_____ new positions
How many existing positions will be funded by the grant?	_____ existing positions
Will the grant create a program or require any County commitment for funding after grant funding ends?	☐ Yes ☑ No
Will the grant contain subcontracts/sub awards or contractual services? If Yes, please explain:	☑ Yes ☐ No
Description of items or services to be purchased with funds: Funds will be used to hire contracted services to coordinate, document exercise and after action reporting.	
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: 2/1/2022

Director of Fiscal Operations — Date: 2-2-2022

County Manager — Date: 2/2/2022

☐ Approved by County Manager
☐ Requires BOCC (Agenda Item Needed)

Request Info	
Type	Budget Amendment
Description	HSGP Exercise Grant
Justification	Board Meeting 02/21/2022 - Appropriate federal (pass through) revenues of $12,0000 awarded by Homeland Security Grant Program (HSGP). NC Department of Public Safety is prime recipient and is issuing a MOA with Brunswick County as sub-recipient to conduct a multi agency table top training exercise to evaluate respond coordination and capabilities related to a large vessel fire on the Cape Fear River. Grant period of performance is September 1, 2021 - February 28, 2023. MOA with NCDPS is October 1, 2021 - February 28, 2023.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104330	331000	Emergency Services	Federal Revenues	12000	Increase	Credit
104330	465512	Emergency Services	Grant Subsidy-Federal	12000	Increase	Debit

Total

Grand Total:	24000

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

Action Item # V. - 12.

From:
Aaron Smith

Finance - Contract to Audit Accounts Martin Starnes & Associates, CPAs, P.A.

Issue/Action Requested:
Request that the Board of Commissioners approve a one year contract for audit services with Martin Starnes & Associates, CPAs, P.A.

Background/Purpose of Request:
The County has contracted with Martin Starnes & Associates, CPAs, P.A to provide independent public accounting services for several years. The fee to contract for Fiscal Year 2022 audit services is a fixed cost of $77,280 (a 5% increase from the prior year) to include three major programs. The charge per major programs over three is $3,500. The County has been satisfied with the services provided by Martin Starnes & Associates, CPAs, P.A

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

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve a one year contract for audit services with Martin Starnes & Associates, CPAs, P.A.

ATTACHMENTS:

Description

- 2022 Single Audit Engagement Letter
- 2022 Contract

MARTIN ♦ STARNES
& ASSOCIATES, CPAs, P.A.
"A Professional Association of Certified Public Accountants and Management Consultants"

February 7, 2022

Aaron Smith, Director of Fiscal Operations
Brunswick County
45 Courthouse Drive NE
Bolivia, NC 28422

You have requested that we audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Brunswick County, NC, as of June 30, 2022, and for the year then ended, and the related notes to the financial statements, which collectively comprise Brunswick County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended June 30, 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Detention Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Government Employees' Retirement System's schedules
- Register of Deeds' Supplemental Pension Fund schedules

Supplementary information other than RSI will accompany Brunswick County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules
- Financial Data Schedule
- Schedule of Expenditures of Federal and State Awards

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory section
- Statistical section

We will make reference to the component unit auditor's audit of the Brunswick County Board of Alcoholic Beverage Control in our report on your financial statements.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Brunswick County's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Brunswick County's basic financial statements. Our report will be addressed to the governing body of Brunswick County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of Brunswick County's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and

assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
7. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;

8. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit;
    c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
    d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
    e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily

available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

We will perform the following nonattest services:

- Preparation of auditor portions of Data Collection Form

We will not assume management responsibilities on behalf of Brunswick County. However, we will provide advice and recommendations to assist management of Brunswick County in performing its responsibilities.

Brunswick County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The County is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

Provisions of Engagement Administration and Fees

Paula Hodges is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Audit Fee	$ 77,280
	$ 77,280
Additional Fees:	
Charge per major program in excess of 3	$ 3,500

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Brunswick County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous

errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Assistance with Financial Statement Drafting

Your personnel is responsible for drafting the financial statements and related notes and the Schedule of Expenditures of Federal and State Awards. Upon completion of the drafted financial statements, we will review them and return them to you with suggested revisions. If significant assistance is needed to make those revisions, this will result in additional fees based on the amount of assistance required.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from $75-$300 per hour.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor’s report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor’s report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;

- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Brunswick County by:

Name: _____

Title: _____

Date: _____

The Governing Board: Board of Commissioners

of Primary Government Unit: Brunswick County, NC

and Discretely Presented Component Unit (DPCU) (if applicable): N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and Auditor Name: Martin Starnes & Associates, CPAs, P.A.

Auditor Address: 730 13th Avenue Dr. SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for

Fiscal Year Ending	Audit Report Due Date
06/30/22	10/31/22

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified*). The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later. T**he auditor shall present the audited financial statements including any compliance reports to the government unit’s governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor’s presentation to the government unit’s governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a “Response to the Auditor’s Findings, Recommendations, and Fiscal Matters,” if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☐ Auditor ☑ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
Aaron C. Smith	Director of Fiscal Operations, Brunswick County	aaron.smith@brunswickcountync.gov

OR Not Applicable ☐ *(Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	Brunswick County, NC
Audit Fee	$ See engagement letter
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$ See engagement letter
Writing Financial Statements	$ N/A
All Other Non-Attest Services	$ N/A
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$ 66,450.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$ 0.00

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* Amber Y. McGhinnis
Date* 02/07/22	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Brunswick County, NC	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* Randell Thompson, Chairman	Signature*
Date	Email Address randell.thompson@brunswickcountync.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Aaron C. Smith, Director of Fiscal Operations	Signature*
Date of Pre-Audit Certificate*	Email Address* aaron.smith@brunswickcountync.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

KWH **Koonce, Wooten & Haywood, LLP**
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the
Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards,* including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of pass.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 4, 2021

Raleigh
4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham
3500 Westgate Drive
Suite 203
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro
579 West Street
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

Smithfield
212 East Church Street
Post Office Box 2348
Smithfield, North Carolina 27577

919 934 1121
919 934 1217 FAX

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

Action Item # V. - 13.
Finance - Fiscal Items

From:
Aaron Smith

Issue/Action Requested:
Request that the Board of Commissioners approve Budget Amendments, Capital Ordinances, and Fiscal Items of a routine nature on the consent agenda.

-Wastewater Tap on Supplies Budget Amendment
Appropriate $360,000 of taps and connections revenue for capital outlay tap on supplies for additional sewer grinder tank packages.

-2022 Limited Obligation Bonds refunding of 2012 Limited Obligation Bonds Budget Amendment
Appropriate $11,215,000 of proceeds from 2022 Limited Obligation Bonds, refunding series 2012 LOBS.

-Airport Grant 36237.45.18.3 Budget Amendment and CPO
Appropriate $59,000 of additional funds awarded from NC Department of Transportation for the airport grant 36237.45.18.3 for reimbursement to the Cape Fear Regional Jetport.

-Sheriff's Office GASB 84 Budget Amendment
Appropriate $75,000 of Sheriff Trust revenue and $50,000 of Sheriff Seizure restricted revenue to be used in corresponding expenditure lines for the implementation of GASB 84 for the required elimination of agency funds for fiduciary activities.

-DSS Revenues GASB 84 Budget Amendment
Appropriate $200,000 of representative payee revenues to corresponding expenditure line as required by GASB 84 for the required elimination of agency funds for fiduciary activities.

-Brunswick County Schools GASB 84 Budget Amendment
Board Meeting 02/21/2022-Appropriate $255,000 of miscellaneous revenues and $45,000 of NSF Check Penalties revenue for Brunswick County Schools expenditure line as required by GASB 84 for the required elimination of agency funds for fiduciary activities.

-Parks and Recreation Insurance Refund Budget Amendment
Appropriate $7,833 of insurance proceeds for replacement of fencing stolen from Town Creek Park in December of 2021.

-Emergency Telephone System Eligible Expense Budget Amendment
Appropriate $34,758 of fund balance appropriated for additional $34,758 of eligible service and maintenance contracts expenditures in Emergency Telephone System Fund.

-Financial Reports for January 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: http://brunswickcountync.gov/finance/reports

Background/Purpose of Request:

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

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve Budget Amendments, Capital Ordinances, and Fiscal Items of a routine nature on the consent agenda.

ATTACHMENTS:

Description

- 20220221 Budget Amendment Wastewater Tap on Supplies.pdf
- 20220221 Budget Amendment 2022 LOBS refunding 2012 LOBS.pdf
- 20220221 Budget Amendment Airport Grant 36237.45.18.3.pdf
- 20220221 CPO Airport Grants.pdf
- 20220221 Budget Amendment Sheriff's Office GASB 84.pdf
- 20220221 Budget Amendment DSS GASB 84.pdf
- 20220221 Budget Amendment Parks Insurance Proceeds.pdf
- 20220221 Budget Amendment 911 Eligible Exp.pdf
- January Monthly Financial Statements.pdf

Request Info	
Type	Budget Amendment
Description	Wastewater Tap on Supplies
Justification	Board Meeting 02/21/22-Appropriate $360,000 of taps and connections revenue for capital outlay tap on supplies for additional sewer grinder tank packages.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
627225	371402	Sewer Construction Division	Taps And Connections	360000	Increase	Credit
627225	459601	Sewer Construction Division	Tap on Supplies	360000	Increase	Debit

Total	
Grand Total:	720000

Request Info	
Type	Budget Amendment
Description	2022 LOBS refunding 2012 LOBS
Justification	Board Meeting 02/21/22-Appropriate $11,215,000 of proceeds from 2022 Limited Obligation Bonds, refunding series 2012 LOBS.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
109100	392003	Debt Service	Proceeds 2022 Rfd LOBs	11215000	Increase	Credit
109100	471599	Debt Service	Advance Payment To Escrow Agnt	11132391	Increase	Debit
109100	475100	Debt Service	Service Charges	187784	Increase	Debit
109100	472059	Debt Service	Int-2012 LOB Ref Schools Part	-182391	Decrease	Credit
109100	472062	Debt Service	Int-2012 LOB Ref DC Part	-15000	Decrease	Credit
109100	472091	Debt Service	Int-2022 LOB Ref 2012 BCS	25335	Increase	Debit
109100	472092	Debt Service	Int-2022 LOB Ref 2012 DC Part	1881	Increase	Debit
109100	472091	Debt Service	Int-2022 LOB Ref 2012 BCS	55000	Increase	Debit
109100	471092	Debt Service	Prin-2022 LOB Ref- 2012 DC	10000	Increase	Debit
Total						
Grand Total:				22430000		

Request Info	
Type	Budget Amendment
Description	36237.45.18.3 additional funds
Justification	Board Meeting 02/21/2022-Appropriate $59,000 of additional funds awarded from NC Department of Transportation for the airport grant 36237.45.18.3 for reimbursement to the Cape Fear Regional Jetport.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438157	331049	Airport Grants	American Rescue Plan	59000	Increase	Credit
438157	449843	Airport Grants	36237.45.18.3 CARES Exp	59000	Increase	Debit

Total	
Grand Total:	118000

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
Transfer from General Fund		1,173,568
Total Airport Grant Capital Project Fund Revenues	**$**	**27,244,760**
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
Miscellaneous Expense	10,583
Land	-
Total Airport Grant Capital Project Fund Expenditures	**27,244,760**

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

Current Funds Appropriated	$	1,173,568

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

Contribution to Capital Project Fund	$	1,173,568

Section 4. This Capital Project Ordinance shall be entered into the minutes of the February 21, 2022 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	Sheriff's Office GASB 84 Budget Amendment
Justification	Board Meeting 02/21/2022-Appropriate $75,000 of Sheriff Trust reveune and $50,000 of Sheriff Seizure restricted revenue to be used in corresponding expenditure lines for the implementation of GASB 84 for the required elimination of agency funds for fiduciary activities.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	384001	Sheriff's Office	Sheriff Trust	75000	Increase	Credit
104310	384002	Sheriff's Office	Sheriff Seizure - Restricted	50000	Increase	Credit
104310	439807	Sheriff's Office	Sheriff Trust	75000	Increase	Debit
104310	439808	Sheriff's Office	Sheriff Seizure - Restricted	50000	Increase	Debit

Total

Grand Total:	250000

Request Info	
Type	Budget Amendment
Description	DSS GASB 84 Budget Amendment
Justification	Board Meeting 02/21/2022-Appropriate $200,000 of representative payee revenues to corresponding expenditure line as required by GASB 84 for the required elimination of agency funds for fiduciary activities.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
145310	384003	DSS-Administration	Representative Payee Funds	200000	Increase	Credit
145310	439809	DSS-Administration	Representative Payee Funds	200000	Increase	Debit

Total	
Grand Total:	400000

Request Info	
Type	Budget Amendment
Description	Parks Insurance Proceeds
Justification	Board Meeting 2/21/2022-Appropriate $7,833 of insurance proceeds for replacement of fencing stolen from Town Creek Park in December of 2021.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr		
106132	383913	Parks	Insurance Refund	7833	Increase	Credit		
106132	435102	Parks	Repair and Maint - Grounds	7833	Increase	Debit		

Total	
Grand Total:	15666

Request Info	
Type	Budget Amendment
Description	911 Telephone Eligible Exp
Justification	Board Meeting 02/21/2022-Appropriate $34,758 of fund balance appropriated for additional $34,758 of eligible service and maintenance contracts expenditures in Emergency Telephone System Fund.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
224376	399100	Emergency Telephone System	Fund Balance Appropriated	34758	Increase	Credit
224376	444000	Emergency Telephone System	Service and Maint Contracts	34758	Increase	Debit

Total	
Grand Total:	69516

COUNTY OF BRUNSWICK
NORTH CAROLINA

MONTHLY FINANCIAL STATEMENTS
(UNAUDITED)

FOR THE PERIOD ENDED JANUARY 31, 2022

COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

TABLE OF CONTENTS

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

COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

TABLE OF CONTENTS

Schedule		Pages
	MAJOR ENTERPRISE FUNDS:	
C-1	Combining Balance Sheet - Water Fund (Non-GAAP)	21
C-2	Schedule of Revenues and Expenditures - Budget and Actual - Water System Operating Fund (Non-GAAP)	22
C-3	Schedule of Revenues and Expenditures - Budget and Actual - Water Capital Project Funds (Non-GAAP)	23
D-1	Combining Balance Sheet - Wastewater Fund (Non-GAAP)	24
D-2	Schedule of Revenues and Expenditures - Budget and Actual - Wastewater Fund (Non-GAAP)	25
D-3	Schedule of Revenues and Expenditures - Budget and Actual Wastewater Capital Project Funds (Non-GAAP)	26
	OTHER INFORMATIONAL REPORTS:	
	Summary of Cash and Investments	27-28
	Key Indicators Charts	29
	Ad Valorem and Motor Vehicle Tax Revenues	30
	Local Option Sales Tax Revenues	31
	Occupancy Tax	32
	Water Fund Revenues	33-35
	Wastewater Fund Revenues	36-37
	Water and Wastewater Number of Customers	38

Summary Information for General and Enterprise Funds as of January 31, 2022:

General Fund:

- Total revenues for the General Fund are $192.1 million for an increase of $10.4 million or 5.8% over the same period in the prior year. The main reason for this is a $5.9 million increase in Ad Valorem collections, $2.3 million increase in local option sales tax, $0.5 million increase in occupancy tax, $0.8 million increase in deed excise tax, $0.7 million increase in building inspections and permits and $0.7 million increase in in EMS charges due to growth in the County. Total revenues collected are 83.0% of the amended budget for the fiscal year.
- Total expenditures for the General Fund are $125.3 million and are 54.0% of the current budget. Total expenditures are more than the expenditures of the same period in the prior year by $3.9 million or 3.2%. This is due to a $1.0 million increase in education, $0.5 million increase in occupancy tax, and a $3.1 million increase in public safety.
- Net transfers to county capital projects of $23.5 million increased compared to transfers of $11.5 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 $43.4 million for the current period end compared to greater than by $48.8 million at the end of the same period of the prior year.

Water Fund:

- Total revenues for the Water Fund increased $1.3 million over the same period in the prior year to $19.2 million. This is a result of irrigation sales increase of 22.9% or $0.5 million and $0.4 million in capital recovery over the same period in the prior year. Total revenues are 56.6% of the amended budget for the fiscal year.
- Total expenditures for the Water Fund are $12.3 million and are 40.8% of current budget. Expenditures increased $0.5 million or 4.4% 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 increased compared to no transfers to water capital projects in the same period of the prior year due to the increase in Pay Go spending of projects.
- Revenues are more than expenditures and net transfers by $6.2 million compared to more than by $6.1 million in the same period of the prior year.

Wastewater Fund:

- Total revenues for the Wastewater Fund increased $2.5 million over the same period in the prior year to $20.7 million. This is a result of capital recovery increase of 41.6% or $1.1 million, $0.7 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 71.6% of the amended budget for the fiscal year.
- Total expenditures for the Wastewater Fund are $12.0 million and are 36.9% of the current budget. Expenditures increased 19.9% or $2.0 million over the same period in the prior year mainly due to $0.6 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 $0.4 million in the same period of the prior year.
- Revenues are more than expenditures and net transfers by $6.2 million compared to more than by $8.6 million in the same period of the prior year.

COUNTY OF BRUNSWICK, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS
JANUARY 31, 2022

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents/investments	$ 167,111,373	$ 48,729,895	$ 20,909,111	$ 2,603,697	$ 239,354,076
Restricted cash and investments	1,558,458	-	16,948,737	11,501,013	30,008,208
Interest receivable	24,411	7,128	3,792	554	35,885
Taxes receivable - net	6,093,569	-	-	-	6,093,569
Receivables - net	2,228,967	-	-	-	2,228,967
Other governmental agencies	697,637	57,599	206,018	-	961,254
Due from other funds	346,782	-	-	-	346,782
Prepaid expenditures	64,000	-	-	-	64,000
Total assets	$ 178,125,197	$ 48,794,622	$ 38,067,658	$ 14,105,264	$ 279,092,741
Liabilities:					
Accounts payable and other liabilities	$ 6,577,716	$ 1,220	$ 1,430,987	$ 20,901	$ 8,030,824
Due to other funds	-	-	-	346,782	346,782
Total liabilities	6,577,716	1,220	1,430,987	367,683	8,377,606
Deferred Inflows of Resources:	6,973,814	-	-	-	6,973,814
Fund Balances:					
Nonspendable	64,000	-	-	-	64,000
Restricted:					
Stabilization by State Statute	14,593,199	-	-	554	14,593,753
Restricted - other	4,832,259	-	16,948,737	2,584,149	24,365,145
Committed	214,566	48,793,402	19,687,934	-	68,695,902
Assigned	3,349,236	-	-	11,152,878	14,502,114
Unassigned	141,520,407	-	-	-	141,520,407
Total fund balances	164,573,667	48,793,402	36,636,671	13,737,581	263,741,321
Total liabilities, deferred inflow of resources and fund balances	$ 178,125,197	$ 48,794,622	$ 38,067,658	$ 14,105,264	$ 279,092,741

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED JANUARY 31, 2022

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Revenues:					
Ad valorem taxes	$ 143,763,339	$ -	$ -	$ -	$ 143,763,339
Local option sales taxes	17,529,861	-	-	-	17,529,861
Other taxes and licenses	7,047,861	-	-	-	7,047,861
Unrestricted intergovernmental revenues	267,165	-	-	-	267,165
Restricted intergovernmental revenues	8,976,893	2,100,827	-	14,321,557	25,399,277
Permits and fees	4,289,241	-	-	144,733	4,433,974
Sales and services	8,991,327	-	-	-	8,991,327
Investment earnings	41,627	13,800	8,725	976	65,128
Other	1,227,338	-	-	-	1,227,338
Total revenues	192,134,652	2,114,627	8,725	14,467,266	208,725,270
Expenditures:					
Current:					
General government	9,142,302	1,401,485	-	307,167	10,850,954
Public safety	31,083,190	-	-	500,918	31,584,108
Central services	10,342,647	-	-	-	10,342,647
Human services	16,638,965	-	-	2,369,543	19,008,508
Transportation	366,631	3,185,069	-	-	3,551,700
Environmental protection	11,203,903	94,971	-	363,219	11,662,093
Culture and recreation	2,629,743	120,169	-	-	2,749,912
Economic and physical development	5,155,009	-	-	-	5,155,009
Education	31,118,888	-	9,815,349	-	40,934,237
Debt Service:					
Principal retirement	4,590,000	-	-	-	4,590,000
Interest and fiscal charges	3,025,382	-	-	-	3,025,382
Total expenditures	125,296,660	4,801,694	9,815,349	3,540,847	143,454,550
Revenues over (under) expenditures	66,837,992	(2,687,067)	(9,806,624)	10,926,419	65,270,720
Other Financing Sources (Uses):					
Transfers from other funds	-	21,538,843	1,919,951	-	23,458,794
Transfers to other funds	(23,458,794)	-	-	-	(23,458,794)
Total other financing sources (uses)	(23,458,794)	21,538,843	1,919,951	-	-
Net change in fund balance	43,379,198	18,851,776	(7,886,673)	10,926,419	65,270,720
Fund balance, beginning of year	121,194,469	29,941,626	44,523,344	2,811,162	198,470,601
Fund balance, beginning, as restated	121,194,469	29,941,626	44,523,344	2,811,162	198,470,601
Fund balance, end of year	$ 164,573,667	$ 48,793,402	$ 36,636,671	$ 13,737,581	$ 263,741,321

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2022

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad valorem taxes	$ 148,800,658	$ 148,800,658	$ 143,763,339	$ (5,037,319)
Local option sales taxes	31,718,980	32,055,229	17,529,861	(14,525,368)
Other taxes and licenses	5,245,000	8,495,000	7,047,861	(1,447,139)
Unrestricted intergovernmental revenues	2,710,000	2,710,000	267,165	(2,442,835)
Restricted intergovernmental revenues	15,654,560	18,443,640	8,976,893	(9,466,747)
Permits and fees	4,966,110	5,391,501	4,289,241	(1,102,260)
Sales and services	13,423,392	13,935,404	8,991,327	(4,944,077)
Investment earnings	100,275	100,275	41,627	(58,648)
Other	1,186,332	1,580,886	1,227,338	(353,548)
Total revenues	223,805,307	231,512,593	192,134,652	(39,377,941)
Expenditures:				
Current:				
General government	14,786,186	17,166,391	9,142,302	8,024,089
Central services	19,256,727	19,877,549	10,342,647	9,534,902
Public safety	55,189,599	58,921,458	31,083,190	27,838,268
Transportation	161,000	406,881	366,631	40,250
Environmental protection	19,272,998	19,191,159	11,203,903	7,987,256
Economic and physical development	8,641,052	10,552,141	5,155,009	5,397,132
Human services	29,155,754	31,588,133	16,638,965	14,949,168
Education	53,314,798	53,314,798	31,118,888	22,195,910
Culture and recreation	5,413,060	5,060,052	2,629,743	2,430,309
Debt Service:				
Principal retirement	10,980,001	10,980,001	4,590,000	6,390,001
Interest and fiscal charges	4,966,876	4,966,876	3,025,382	1,941,494
Total expenditures	221,138,051	232,025,439	125,296,660	106,728,779
Revenues over (under) expenditures	2,667,256	(512,846)	66,837,992	67,350,838
Other Financing Sources (Uses):				
Transfers to other funds	(6,888,736)	(27,879,838)	(23,458,794)	4,421,044
Appropriated fund balance	4,221,480	28,392,684	-	(28,392,684)
Total other financing sources (uses)	(2,667,256)	512,846	(23,458,794)	(23,971,640)
Net change in fund balances	$ -	$ -	43,379,198	$ 43,379,198
Fund balance, beginning of year			121,194,469	
Restated				
Fund balance, beginning, as restated			121,194,469	
Fund balance, end of year			$ 164,573,667	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED JANUARY 31, 2022 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	January 31, 2022	Variance Positive (Negative)	% of Budget	June 30, 2021	January 31, 2021
Revenues:							
Ad Valorem Taxes:							
Current year taxes	$145,900,658	$145,900,658	$141,966,659	$ (3,933,999)	97%	$ 145,794,285	$135,834,466
Prior year taxes	2,200,000	2,200,000	1,344,078	(855,922)	61%	3,366,220	1,642,660
Penalties and interest	700,000	700,000	452,602	(247,398)	65%	1,082,975	426,235
	148,800,658	148,800,658	143,763,339	(5,037,319)	97%	150,243,480	137,903,361
Local Option Sales Taxes:							
Article 39 (1%)	13,189,257	13,525,506	7,868,830	(5,656,676)	58%	14,963,939	6,777,166
Article 40 (1/2%)	9,471,405	9,471,405	4,587,180	(4,884,225)	48%	10,047,866	4,044,706
Article 42 (1/2%)	9,058,318	9,058,318	5,073,851	(3,984,467)	56%	10,074,104	4,381,787
	31,718,980	32,055,229	17,529,861	(14,525,368)	55%	35,085,909	15,203,659
Other Taxes and Licenses:							
Scrap tire disposal fee	180,000	180,000	57,603	(122,397)	32%	150,464	52,428
Deed stamp excise tax	3,100,000	5,600,000	5,125,687	(474,313)	92%	7,909,198	4,369,302
Solid waste tax	60,000	60,000	17,032	(42,968)	28%	68,361	16,589
White goods disposal tax	55,000	55,000	20,023	(34,977)	36%	56,098	20,569
1% Occupancy Tax	1,850,000	2,600,000	1,827,516	(772,484)	70%	2,337,074	1,308,096
	5,245,000	8,495,000	7,047,861	(1,447,139)	83%	10,521,195	5,766,984
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	267,165	(192,835)	58%	539,398	270,415
	2,710,000	2,710,000	267,165	(2,442,835)	10%	7,078,071	270,415
Restricted Intergovernmental:							
State and federal grant	15,382,060	18,171,140	8,766,670	(9,404,470)	48%	21,351,937	9,857,002
State Aid to Libraries	145,000	145,000	88,893	(56,107)	61%	152,730	87,729
Court facility fees	110,000	110,000	67,748	(42,252)	62%	121,970	59,719
Payments in lieu of taxes	-	-	-	-	na	6,050	-
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	31,063	23,563	414%	52,616	8,859
	15,654,560	18,443,640	8,976,893	(9,466,747)	49%	21,700,500	10,026,352
Permits and Fees:							
Blding inspections and permits	2,861,000	3,286,391	2,800,965	(485,426)	85%	3,973,907	1,945,265
Recording fees	800,000	800,000	688,450	(111,550)	86%	1,300,198	740,293
Fire inspection fees	200,000	200,000	112,593	(87,407)	56%	218,774	108,106
Concealed handgun permit	250,000	250,000	134,925	(115,075)	54%	382,794	202,119
Other permit and fees	855,110	855,110	552,308	(302,802)	65%	906,219	481,842
	4,966,110	5,391,501	4,289,241	(1,102,260)	80%	6,781,892	3,477,625
Sales and Services:							
Solid waste fees	2,600,000	2,610,000	2,033,671	(576,329)	78%	3,477,371	1,798,317
School resource officer reimb.	1,601,476	1,665,840	800,738	(865,102)	48%	1,570,071	1,522,213
Rents	15,000	15,000	9,348	(5,652)	62%	13,930	8,126
EMS Charges	5,100,000	5,523,798	3,321,009	(2,202,789)	60%	5,195,662	2,601,340
Public health user fees	944,950	944,950	841,665	(103,285)	89%	1,368,638	670,284
Sheriff animal prot. serv. fees	98,500	98,500	63,606	(34,894)	65%	93,282	55,532
Social services fees	78,700	78,700	21,995	(56,705)	28%	59,288	35,818
Public housing fees	16,300	16,300	1,202	(15,098)	7%	3,077	2,529
Tax collection fees	280,000	280,000	314,205	34,205	112%	318,152	266,997
Other sales and services	1,984,406	1,998,256	1,142,680	(855,576)	57%	2,098,204	1,110,153
Register of deeds	344,510	344,510	250,852	(93,658)	73%	428,066	241,834

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED JANUARY 31, 2022 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	January 31, 2022	Variance Positive (Negative)	% of Budget	June 30, 2021	January 31, 2021
Sales and Services (continued):							
Marriage licenses	52,200	52,200	31,732	(20,468)	61%	56,841	32,716
Recreation services	307,350	307,350	158,624	(148,726)	52%	89,183	(369)
	13,423,392	13,935,404	8,991,327	(4,944,077)	65%	14,771,765	8,345,490
Investment earnings	100,275	100,275	41,627	(58,648)	42%	80,630	45,090
Other:							
ABC bottles taxes	45,000	45,000	45,070	70	100%	81,640	43,617
Cnty Brd of Alcohol Control	24,000	24,000	15,000	(9,000)	63%	30,000	15,000
Contributions	9,000	14,220	67,243	53,023	473%	116,784	98,304
Other revenues	1,108,332	1,497,666	1,100,025	(397,641)	73%	3,938,919	489,304
	1,186,332	1,580,886	1,227,338	(353,548)	78%	4,167,343	646,225
Total revenues	223,805,307	231,512,593	192,134,652	(39,377,941)	83%	250,430,785	181,685,201
Expenditures:							
General Government:							
Governing Body:							
Salaries	195,066	195,066	141,165	53,901	72%	189,464	115,659
Fringe benefits	76,260	76,260	38,758	37,502	51%	55,331	32,712
Operating costs	70,850	70,850	27,736	43,114	39%	32,707	23,928
	342,176	342,176	207,659	134,517	61%	277,502	172,299
County Administration:							
Salaries	740,299	740,299	456,763	283,536	62%	669,217	408,932
Fringe benefits	231,509	231,509	132,081	99,428	57%	199,287	118,106
Operating costs	48,554	48,554	20,230	28,324	42%	46,021	25,670
	1,020,362	1,020,362	609,074	411,288	60%	914,525	552,708
Human Resources:							
Salaries	363,674	363,674	227,444	136,230	63%	339,421	208,992
Fringe benefits	129,468	129,468	78,025	51,443	60%	120,060	72,446
Operating costs	11,650	11,650	1,654	9,996	14%	4,876	3,294
	504,792	504,792	307,123	197,669	61%	464,357	284,732
Communications:							
Salaries	118,792	118,792	41,043	77,749	35%	-	-
Fringe benefits	46,111	46,111	14,602	31,509	32%	-	-
Operating costs	82,035	82,035	9,024	73,011	11%	-	-
	246,938	246,938	64,669	182,269	26%	-	-
Finance:							
Salaries	968,207	968,207	631,449	336,758	65%	903,580	549,047
Fringe benefits	347,282	347,282	211,023	136,259	61%	305,634	182,855
Operating costs	573,225	611,198	422,780	188,418	69%	449,470	372,158
	1,888,714	1,926,687	1,265,252	661,435	66%	1,658,684	1,104,060
Tax Administration:							
Salaries	2,688,430	2,688,430	1,542,401	1,146,029	57%	2,448,067	1,521,506
Fringe benefits	1,072,276	1,072,276	605,828	466,448	56%	965,052	586,978
Operating costs	1,080,485	1,080,485	514,760	565,725	48%	875,946	471,796
	4,841,191	4,841,191	2,662,989	2,178,202	55%	4,289,065	2,580,280

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED JANUARY 31, 2022 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	January 31, 2022	Variance Positive (Negative)	% of Budget	June 30, 2021	January 31, 2021
County Attorney:							
Salaries	424,569	424,569	265,729	158,840	63%	416,647	256,580
Fringe benefits	137,615	137,615	82,137	55,478	60%	127,666	76,761
Operating costs	151,450	151,450	36,795	114,655	24%	52,168	23,918
	713,634	713,634	384,661	328,973	54%	596,481	357,259
Court Facilities:							
Operating costs	274,936	274,936	87,955	186,981	32%	177,361	95,543
Board of Elections:							
Salaries	702,664	702,664	317,792	384,872	45%	864,924	733,722
Fringe benefits	160,553	164,785	84,781	80,004	51%	148,583	98,180
Operating costs	286,987	286,987	107,867	179,120	38%	359,566	294,219
	1,150,204	1,154,436	510,440	643,996	44%	1,373,073	1,126,121
Register of Deeds:							
Salaries	749,245	749,245	413,864	335,381	55%	654,767	418,739
Fringe benefits	337,070	337,070	179,980	157,090	53%	293,209	180,082
Operating costs	2,016,924	4,516,924	2,448,636	2,068,288	54%	4,347,293	2,178,322
Capital outlay	-	-	-	-	na	29,454	29,455
	3,103,239	5,603,239	3,042,480	2,560,759	54%	5,324,723	2,806,598
Contingency:							
Operating Costs	700,000	538,000	-	538,000	0%	-	-
Total general government	14,786,186	17,166,391	9,142,302	8,024,089	53%	15,075,771	9,079,600
Central Services:							
Information Technology:							
Salaries	1,315,513	1,309,513	710,845	598,668	54%	1,163,698	721,119
Fringe benefits	474,782	474,782	242,204	232,578	51%	399,503	242,873
Operating costs	1,681,300	1,778,122	522,305	1,255,817	29%	1,111,739	398,879
Capital outlay	24,000	24,000	-	24,000	0%	96,271	96,271
	3,495,595	3,586,417	1,475,354	2,111,063	41%	2,771,211	1,459,142
Fleet Services:							
Salaries	714,600	714,600	422,764	291,836	59%	684,393	423,318
Fringe benefits	294,249	294,249	167,075	127,174	57%	270,912	165,371
Operating costs	319,129	319,129	(20,557)	339,686	-6%	334,222	92,852
Capital outlay	-	399,260	23,765	375,495	6%	86,736	69,521
	1,327,978	1,727,238	593,047	1,134,191	34%	1,376,263	751,062
Engineering:							
Salaries	481,590	481,590	300,314	181,276	62%	463,069	286,251
Fringe benefits	168,716	168,716	101,897	66,819	60%	157,068	95,164
Operating costs	32,975	69,866	38,345	31,521	55%	162,185	30,896
	683,281	720,172	440,556	279,616	61%	782,322	412,311
Operation Services:							
Salaries	2,368,103	2,368,103	1,407,041	961,062	59%	2,238,716	1,430,665
Fringe benefits	1,056,851	1,059,441	599,676	459,765	57%	966,100	591,689
Operating costs	3,633,683	3,697,634	1,601,066	2,096,568	43%	3,090,250	1,698,635
Capital outlay	293,000	343,000	60,381	282,619	18%	226,280	218,459
	7,351,637	7,468,178	3,668,164	3,800,014	49%	6,521,346	3,939,448

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED JANUARY 31, 2022 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	January 31, 2022	Variance Positive (Negative)	% of Budget	June 30, 2021	January 31, 2021
Non-departmental:							
Fringe benefits	6,021,158	5,998,466	3,747,394	2,251,072	62%	5,696,954	3,713,056
Operating costs	377,078	377,078	418,132	(41,054)	111%	294,482	526,263
	6,398,236	6,375,544	4,165,526	2,210,018	65%	5,991,436	4,239,319
Total central services	19,256,727	19,877,549	10,342,647	9,534,902	52%	17,442,578	10,801,282
Public Safety:							
District Attorney:							
Operating costs	53,000	53,000	11,220	41,780	21%	20,886	2,686
Sheriff:							
Salaries	11,592,681	11,634,314	7,204,228	4,430,086	62%	11,010,834	6,703,722
Fringe benefits	4,390,822	4,407,625	2,596,830	1,810,795	59%	3,988,151	2,361,809
Operating costs	3,073,394	3,555,260	1,773,106	1,782,154	50%	2,928,027	1,376,029
Capital outlay	1,196,955	1,461,427	651,644	809,783	45%	1,173,204	525,099
	20,253,852	21,058,626	12,225,808	8,832,818	58%	19,100,216	10,966,659
Detention Center:							
Salaries	5,569,791	5,570,291	3,083,610	2,486,681	55%	4,774,415	2,945,283
Fringe benefits	2,271,624	2,285,513	1,209,990	1,075,523	53%	1,855,402	1,118,174
Operating costs	3,318,358	3,341,497	1,882,488	1,459,009	56%	2,709,348	1,525,477
Capital outlay	188,139	228,562	146,771	81,791	64%	107,353	107,353
	11,347,912	11,425,863	6,322,859	5,103,004	55%	9,446,518	5,696,287
Emergency Medical:							
Salaries	7,104,840	7,300,475	3,957,622	3,342,853	54%	6,400,504	3,979,070
Fringe benefits	2,573,198	2,655,232	1,391,251	1,263,981	52%	2,228,571	1,349,534
Operating costs	2,121,385	2,200,700	1,294,178	906,522	59%	2,083,217	1,037,331
Capital outlay	1,693,500	2,949,743	279,807	2,669,936	9%	262,034	91,449
	13,492,923	15,106,150	6,922,858	8,183,292	46%	10,974,326	6,457,384
Emergency Management:							
Salaries	272,999	272,999	182,716	90,283	67%	266,941	167,286
Fringe benefits	92,174	92,174	53,268	38,906	58%	84,156	48,354
Operating costs	545,075	557,075	159,481	397,594	29%	488,770	300,067
Capital outlay	137,300	137,300	-	137,300	0%	5,334	5,334
	1,047,548	1,059,548	395,465	664,083	37%	845,201	521,041
Other Agencies:							
Fire districts	60,000	60,000	45,000	15,000	75%	60,000	30,000
Rescue Squads	331,800	331,800	86,775	245,025	26%	322,800	157,825
	391,800	391,800	131,775	260,025	34%	382,800	187,825
Building Inspections and Central Permitting							
Salaries	1,999,581	2,126,788	1,255,170	871,618	59%	1,760,876	1,050,347
Fringe benefits	749,702	797,855	441,476	356,379	55%	619,581	362,706
Operating costs	167,500	704,140	152,554	551,586	22%	128,360	60,986
Capital outlay	43,000	288,000	-	288,000	0%	59,991	59,995
	2,959,783	3,916,783	1,849,200	2,067,583	47%	2,568,808	1,534,034

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED JANUARY 31, 2022 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	January 31, 2022	Variance Positive (Negative)	% of Budget	June 30, 2021	January 31, 2021
Fire Inspections							
Salaries	407,511	407,511	240,553	166,958	59%	379,345	224,384
Fringe benefits	149,006	149,006	75,343	73,663	51%	116,578	69,124
Operating costs	51,356	73,387	30,276	43,111	41%	61,437	42,839
Capital outlay	12,000	12,000	11,623	377	97%	36,267	36,267
	619,873	641,904	357,795	284,109	56%	593,627	372,614
Central Communications:							
Salaries	2,121,774	2,122,274	1,095,459	1,026,815	52%	1,768,119	1,085,849
Fringe benefits	838,242	838,242	415,513	422,729	50%	686,836	412,731
Operating costs	619,520	571,757	293,392	278,365	51%	446,376	96,386
Capital outlay	213,911	427,790	328,489	99,301	77%	194,830	29,338
	3,793,447	3,960,063	2,132,853	1,827,210	54%	3,096,161	1,624,304
Animal Protective Services:							
Salaries	608,380	608,380	383,519	224,861	63%	611,377	362,884
Fringe benefits	249,123	249,123	151,394	97,729	61%	241,044	141,245
Operating costs	321,958	400,970	166,541	234,429	42%	217,740	127,740
Capital outlay	50,000	49,248	31,903	17,345	65%	33,253	-
	1,229,461	1,307,721	733,357	574,364	56%	1,103,414	631,869
Total public safety	55,189,599	58,921,458	31,083,190	27,838,268	53%	48,131,957	27,994,703
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	161,000	406,881	366,631	40,250	90%	138,500	103,875
Environmental Protection:							
Solid Waste:							
Salaries	416,216	416,216	235,841	180,375	57%	359,300	228,615
Fringe benefits	178,623	178,623	94,582	84,041	53%	148,002	90,940
Operating costs	18,371,550	18,289,711	10,775,985	7,513,726	59%	18,527,744	10,840,453
Capital outlay	36,500	36,500	-	36,500	0%	224,830	216,860
	19,002,889	18,921,050	11,106,408	7,814,642	59%	19,259,876	11,376,868
Other:							
Forestry services	270,109	270,109	97,495	172,614	36%	245,902	115,724
Total environmental protection	19,272,998	19,191,159	11,203,903	7,987,256	58%	19,505,778	11,492,592
Economic Development:							
Community Enforcement:							
Salaries	185,248	185,248	113,426	71,822	61%	150,565	77,533
Fringe benefits	79,501	79,501	46,936	32,565	59%	60,950	30,225
Operating costs	17,840	17,840	8,032	9,808	45%	13,338	8,841
Capital outlay	32,000	32,000	-	32,000	0%	-	-
	314,589	314,589	168,394	146,195	54%	224,853	116,599
Planning:							
Salaries	512,964	512,964	304,673	208,291	59%	483,307	300,660
Fringe benefits	193,589	193,589	105,302	88,287	54%	175,107	107,952
Operating costs	264,150	352,150	131,525	220,625	37%	260,491	196,030
	970,703	1,058,703	541,500	517,203	51%	918,905	604,642

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED JANUARY 31, 2022 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	January 31, 2022	Variance Positive (Negative)	% of Budget	June 30, 2021	January 31, 2021
Cooperative Extension:							
Salaries	321,660	362,498	160,032	202,466	44%	300,897	151,489
Fringe benefits	155,016	158,140	60,565	97,575	38%	125,904	68,162
Operating costs	140,845	160,008	56,914	103,094	36%	170,679	74,178
Capital outlay	90,000	90,000	-	90,000	0%	7,571	-
	707,521	770,646	277,511	493,135	36%	605,051	293,829
Soil and Water Conservation:							
Salaries	151,302	151,302	94,323	56,979	62%	177,544	122,469
Fringe benefits	62,628	62,628	37,774	24,854	60%	65,779	42,318
Operating costs	17,950	17,289	5,899	11,390	34%	12,296	4,216
Capital outlay	28,000	29,136	-	29,136	0%	-	-
	259,880	260,355	137,996	122,359	53%	255,619	169,003
Public Housing Section 8:							
Salaries	179,878	179,878	107,735	72,143	60%	156,687	86,027
Fringe benefits	78,718	78,718	45,567	33,151	58%	63,454	33,140
Operating costs	2,111,183	2,204,194	1,273,101	931,093	58%	2,043,166	1,163,120
	2,369,779	2,462,790	1,426,403	1,036,387	58%	2,263,307	1,282,287
1% Occupancy Tax:							
Operating costs	1,850,000	2,600,000	1,827,516	772,484	70%	2,337,073	1,308,096
Other Economic Development:							
Contracted Services	149,700	149,700	82,727	66,973	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 Busines & Industry Development	475,000	575,000	422,917	152,083	74%	425,000	318,750
Access Road Ec. Dv. Proj.	-	400,000	-	400,000	0%	-	-
	2,168,580	3,085,058	775,689	2,309,369	25%	942,668	477,598
Total economic development	8,641,052	10,552,141	5,155,009	5,397,132	49%	7,547,476	4,252,054
Human Services:							
Health:							
Administration:							
Salaries	2,624,201	2,624,201	1,595,039	1,029,162	61%	2,128,499	1,534,838
Fringe benefits	1,388,231	1,388,231	779,814	608,417	56%	1,306,112	800,654
Operating costs	405,700	427,142	114,275	312,867	27%	279,939	145,835
Capital outlay	-	71,488	71,488	-	100%	25,527	25,527
	4,418,132	4,511,062	2,560,616	1,950,446	57%	3,740,077	2,506,854
Communicable Diseases:							
Operating costs	414,957	414,957	236,770	178,187	57%	367,227	293,636
Adult Health Maintenance:							
Operating costs	263,055	272,100	60,704	211,396	22%	1,032,759	975,201

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED JANUARY 31, 2022 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	January 31, 2022	Variance Positive (Negative)	% of Budget	June 30, 2021	January 31, 2021
Senior Health							
Salaries	52,000	52,000	31,711	20,289	61%	39,807	18,269
Fringe benefits	21,259	21,259	12,669	8,590	60%	14,875	6,333
Operating costs	4,985	4,985	905	4,080	18%	1,754	1,016
	78,244	78,244	45,285	32,959	58%	56,436	25,618
Maternal and Child Health:							
Salaries	388,887	388,887	224,524	164,363	58%	352,333	208,677
Fringe benefits	172,098	172,098	95,308	76,790	55%	151,954	88,563
Operating costs	594,250	604,387	244,957	359,430	41%	444,365	275,972
	1,155,235	1,165,372	564,789	600,583	48%	948,652	573,212
Environmental Health:							
Salaries	1,339,700	1,339,700	806,734	532,966	60%	1,285,709	773,647
Fringe benefits	497,881	497,881	287,064	210,817	58%	460,867	272,777
Operating costs	144,900	1,553,379	354,487	1,198,892	23%	969,738	317,195
Capital outlay	17,128	17,128	-	17,128	0%	244,218	47,891
	1,999,609	3,408,088	1,448,285	1,959,803	42%	2,960,532	1,411,510
Total health	8,329,232	9,849,823	4,916,449	4,933,374	50%	9,105,683	5,786,031
Veterans' Services:							
Salaries	152,773	152,773	90,113	62,660	59%	141,152	82,723
Fringe benefits	62,985	62,985	35,329	27,656	56%	57,800	33,624
Operating costs	37,951	40,951	19,395	21,556	47%	14,468	8,383
Total veterans' services	253,709	256,709	144,837	111,872	56%	213,420	124,730
Social Services:							
Administration:							
Salaries	8,148,758	8,328,758	4,689,907	3,638,851	56%	7,236,249	4,446,112
Fringe benefits	3,992,988	4,065,628	2,221,999	1,843,629	55%	3,478,156	2,090,592
Operating costs	2,992,551	3,423,651	1,838,911	1,584,740	54%	3,081,107	1,767,532
Capital outlay	150,000	150,000	-	150,000	0%	83,343	83,343
	15,284,297	15,968,037	8,750,817	7,217,220	55%	13,878,855	8,387,579
Other Operating Costs:							
Medical assistance	20,000	20,000	1,715	18,285	9%	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	107,677	142,323	43%	169,448	98,807
Special assistance	425,000	395,000	145,296	249,704	37%	272,019	161,113
Foster care	600,000	600,000	309,538	290,462	52%	592,306	257,111
State foster home	800,000	800,000	325,522	474,478	41%	724,210	360,371
Special assistance	27,121	27,121	17,287	9,834	64%	23,604	7,247
Day care	23,000	23,000	1,539	21,461	7%	4,207	4,207
Special child adopt. assistance	-	75,687	9,077	66,610	12%	5,959	3,273
	2,149,221	2,194,908	921,200	1,273,708	42%	1,801,483	898,552
Total social services	17,433,518	18,162,945	9,672,017	8,490,928	53%	15,680,338	9,286,131

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED JANUARY 31, 2022 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	January 31, 2022	Variance Positive (Negative)	% of Budget	June 30, 2021	January 31, 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	1,685,165	1,203,687	58%	2,713,739	1,583,017
Other human services	-	179,361	95,275	84,086	53%	211,238	91,641
	3,139,295	3,318,656	1,905,662	1,412,994	57%	3,175,420	1,862,490
Total human services	29,155,754	31,588,133	16,638,965	14,949,168	53%	28,174,861	17,059,382
Education:							
Public schools	47,523,253	47,523,253	27,721,897	19,801,356	58%	46,096,535	26,889,646
Public schools - capital outlay	996,991	996,991	581,581	415,410	58%	967,060	564,116
Pub. sch.-fines and forfeitures	-	-	130,901	(130,901)	na	299,765	-
Community college	4,438,054	4,438,054	2,476,553	1,961,501	56%	4,354,069	2,526,723
Community college - cap. out.	356,500	356,500	207,956	148,544	58%	295,343	172,284
Total education	53,314,798	53,314,798	31,118,888	22,195,910	58%	52,012,772	30,152,769
Culture and Recreation:							
Parks and Recreation:							
Administration:							
Salaries	734,565	734,565	417,842	316,723	57%	571,044	352,994
Fringe benefits	222,930	222,930	130,098	92,832	58%	190,075	116,038
Operating costs	714,744	726,744	285,999	440,745	39%	380,468	163,346
Capital outlay	569,000	66,000	-	66,000	0%	168,930	164,052
	2,241,239	1,750,239	833,939	916,300	48%	1,310,517	796,430
Maintenance:							
Salaries	805,274	805,274	446,242	359,032	55%	684,841	416,366
Fringe benefits	338,793	338,793	183,269	155,524	54%	286,792	171,196
Operating costs	461,600	599,592	336,061	263,531	56%	367,738	163,356
Capital outlay	108,000	108,000	51,639	56,361	48%	66,054	66,054
	1,713,667	1,851,659	1,017,211	834,448	55%	1,405,425	816,972
Total Parks and Recreation	3,954,906	3,601,898	1,851,150	1,750,748	51%	2,715,942	1,613,402
Brunswick County Library:							
Salaries	840,024	840,024	478,215	361,809	57%	777,644	486,672
Fringe benefits	367,930	367,930	193,490	174,440	53%	322,420	197,251
Operating costs	250,200	250,200	106,888	143,312	43%	213,176	106,885
	1,458,154	1,458,154	778,593	679,561	53%	1,313,240	790,808
Total culture and recreation	5,413,060	5,060,052	2,629,743	2,430,309	52%	4,029,182	2,404,210
Debt Service:							
Principal retirement	10,980,001	10,980,001	4,590,000	6,390,001	42%	12,305,000	5,430,000
Interest and fees	4,966,876	4,966,876	3,025,382	1,941,494	61%	3,240,524	2,614,817
Total debt service	15,946,877	15,946,877	7,615,382	8,331,495	48%	15,545,524	8,044,817
Total expenditures	221,138,051	232,025,439	125,296,660	106,728,779	54%	207,604,399	121,385,284
Revenues over (under) expenditures	2,667,256	(512,846)	66,837,992	67,350,838		42,826,386	60,299,917

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED JANUARY 31, 2022 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	January 31, 2022	Variance Positive (Negative)	% of Budget	June 30, 2021	January 31, 2021
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)	(1,919,951)	4,421,044	30%	(8,731,926)	(1,167,766)
	(6,888,736)	(27,879,838)	(23,458,794)	4,421,044	84%	(19,177,214)	(11,467,766)
Budgetary Financing Sources (Uses):							
Appropriated fund balance	4,221,480	28,392,684	-	(28,392,684)	0%	-	-
	4,221,480	28,392,684	-	(28,392,684)	0%	-	-
Total other financing sources (uses)	(2,667,256)	512,846	(23,458,794)	(23,971,640)		(19,177,214)	(11,467,766)
Net change in fund balance	$ -	$ -	43,379,198	$ 43,379,198		23,649,172	48,832,151
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			$164,573,667			$ 121,194,469	$145,859,150

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - COUNTY CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED JANUARY 31, 2022

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental-NC Dept. of Transportation	$ 25,920,192	$ 22,135,399	$ 2,100,827	$ 24,236,226
Restricted intergovernmental-NC Parks & Rec. Trust Fund	300,000	300,000	-	300,000
CARES Act	92,000	92,000	-	92,000
Investment earnings	841,170	852,789	13,800	866,589
Performance bonds	290,876	290,876	-	290,876
Other	350,000	349,240	-	349,240
Total revenues	27,794,238	24,020,304	2,114,627	26,134,931
Expenditures:				
General Government:				
Court House Renovation	15,298,966	11,338,650	1,401,485	12,740,135
Future Capital Projects	30,000,000	-	-	-
	45,298,966	11,338,650	1,401,485	12,740,135
Environmental protection:				
Landfill Transfer Station	5,727,000	282,024	94,971	376,995
Future Capital Projects	9,961,735	-	-	-
	15,688,735	282,024	94,971	376,995
Economic Development:				
Springlake at Maritime Shores	274,585	-	-	-
Cultural and recreation:				
OIB Park Improvements	5,805,569	5,805,568	-	5,805,568
Smithville Park Improvements	6,189,666	5,979,162	109,269	6,088,431
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	500,000	-	3,000	3,000
	13,052,245	12,228,309	120,169	12,348,478
Transportation:				
Airport Improvements	27,185,760	22,994,173	3,185,069	26,179,242
Other:				
Future Capital Projects	578,404	-	-	-
Total expenditures	102,078,695	46,843,156	4,801,694	51,644,850
Revenues over (under) expenditures	(74,284,457)	(22,822,852)	(2,687,067)	(25,509,919)
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	(4,293,884)	(4,293,884)	-	(4,293,884)
Total other financing sources (uses)	74,284,457	47,940,000	21,538,843	69,478,843
Net change in fund balance	$ -	$ 25,117,148	18,851,776	$ 43,968,924
Fund balance, beginning of year			29,941,626	
Fund balance, end of year			$ 48,793,402	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - EDUCATION CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED JANUARY 31, 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	7,240	418,274
Investment earnings-debt proceeds	-	1,295,275	1,485	1,296,760
Total revenues	7,082,039	8,799,106	8,725	8,807,831
Expenditures:				
Brunswick County Schools	193,686,314	144,838,549	9,815,349	154,653,898
Brunswick Community College	2,304,445	2,004,940	-	2,004,940
Total expenditures	195,990,759	146,843,489	9,815,349	156,658,838
Revenues over (under) expenditures	(188,908,720)	(138,044,383)	(9,806,624)	(147,851,007)
Other Financing Sources (Uses):				
Transfer from general fund	82,171,104	75,830,108	1,919,951	77,750,059
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)	188,908,720	176,015,312	1,919,951	177,935,263
Net change in fund balance	$ -	$ 37,970,929	(7,886,673)	$ 30,084,256
Fund balance, beginning of year			44,523,344	
Fund balance, end of year			$ 36,636,671	

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED JANUARY 31, 2022

	Emergency Telephone System Fund	Grant Project	ROD-Technology Enhancement Fund	Total
Assets:				
Cash and cash equivalents/investments	$ 1,493,710	$ -	$ 1,109,987	$ 2,603,697
Restricted cash and investments	-	11,501,013	-	11,501,013
Interest receivable	342	-	212	554
Total assets	1,494,052	11,501,013	1,110,199	14,105,264
Liabilities:				
Accounts payable and other liabilities	12,377	1,353	7,171	20,901
Due to other funds	-	346,782	-	346,782
Total liabilities	12,377	348,135	7,171	367,683
Fund Balance:				
Stabilization by State Statute	342	-	212	554
Restricted - other	1,481,333	-	1,102,816	2,584,149
Assigned	-	11,152,878	-	11,152,878
Total fund balances	1,481,675	11,152,878	1,103,028	13,737,581
Total liabilities, deferred inflow of resources and fund balances	$ 1,494,052	$ 11,501,013	$ 1,110,199	$ 14,105,264

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 JANUARY 31, 2022

	Emergency Telephone System Fund	Grant Project	ROD-Technology Enhancement Fund	Total
Revenues:				
Restricted intergovernmental	$ 204,433	$ 14,117,124	$ -	$ 14,321,557
Permits and fees	-	-	144,733	144,733
Investment earnings	594	-	382	976
Total revenues	205,027	14,117,124	145,115	14,467,266
Expenditures:				
General government	-	231,484	75,683	307,167
Public safety	500,918	-	-	500,918
Human Services	-	2,369,543	-	2,369,543
Environmental protection	-	363,219	-	363,219
Total expenditures	500,918	2,964,246	75,683	3,540,847
Net change in fund balances	(295,891)	11,152,878	69,432	10,926,419
Fund balance, beginning of year	1,777,566	-	1,033,596	2,811,162
Fund balance, end of year	$ 1,481,675	$ 11,152,878	$ 1,103,028	$ 13,737,581

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 JANUARY 31, 2022 AND THE YEAR ENDED JUNE 30, 2021

	Budget	January 31, 2022	Variance Positive (Negative)	June 30, 2021	January 31, 2021
Revenues:					
Restricted intergovernmental	$ 408,865	$ 204,433	$ (204,432)	$ 799,291	$ 399,646
Investment earnings	-	594	594	1,295	867
Total revenues	408,865	205,027	(203,838)	800,586	400,513
Expenditures:					
Operating costs	466,862	327,069	139,793	388,022	254,879
Capital outlay	1,294,595	173,849	1,120,746	168,292	10,409
Total expenditures	1,761,457	500,918	1,260,539	556,314	265,288
Revenues over (under) expenditures	(1,352,592)	(295,891)	1,056,701	244,272	135,225
Other Financing Sources (Uses):					
Transfers from general fund	-	-	-	145,288	-
Appropriated fund balance	1,352,592	-	(1,352,592)	-	-
Total other financing sources (uses)	1,352,592	-	(1,352,592)	145,288	-
Net change in fund balance	$ -	(295,891)	$ (295,891)	389,560	135,225
Fund balance, beginning of year		1,777,566		1,388,006	1,388,006
Fund balance, end of year		$ 1,481,675		$ 1,777,566	$ 1,523,231

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL - GRANT PROJECT FUND
FROM INCEPTION AND FOR THE PERIOD ENDED JANUARY 31, 2022

		Actual		
	Project Authorization	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental	$ 32,650,229	$ 1,965,372	$ 14,117,124	$ 16,082,496
Total revenues	32,650,229	1,965,372	14,117,124	16,082,496
Expenditures:				
SAMHSA Expansion Grant FY 19-24	1,600,000	947,011	231,484	1,178,495
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	27,741,111	-	2,369,543	2,369,543
Total expenditures	32,950,229	2,265,372	2,964,246	5,229,618
Revenues over (under) expenditures	(300,000)	(300,000)	11,152,878	10,852,878
Other Financing Sources (Uses):				
Transfers from general fund	300,000	300,000	-	300,000
Total other financing sources (uses)	300,000	300,000	-	300,000
Net change in fund balance	$ -	$ -	11,152,878	$ 11,152,878
Fund balance, beginning of year			-	
Fund balance, end of year			$ 11,152,878	

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 JANUARY 31, 2022 AND THE YEAR ENDED JUNE 30, 2021

	Budget	January 31, 2022	Variance Positive (Negative)	June 30, 2021	January 31, 2021
Revenues:					
Permits and fees	$ 193,000	$ 144,733	$ (48,267)	$ 279,279	$ 159,105
Investment earnings	7,000	382	(6,618)	823	563
Total revenues	200,000	145,115	(54,885)	280,102	159,668
Expenditures:					
General government	217,548	75,683	141,865	149,417	73,101
Revenues over (under) expenditures	(17,548)	69,432	86,980	130,685	86,567
Other Financing Sources (Uses):					
Appropriated fund balance	17,548	-	(17,548)	-	-
Net change in fund balance	$ -	69,432	$ 69,432	130,685	86,567
Fund balance, beginning of year		1,033,596		902,911	902,911
Fund balance, end of year		$ 1,103,028		$ 1,033,596	$ 989,478

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WATER FUND (NON-GAAP)
JANUARY 31, 2022

	Water Fund	Water Capital Projects	Total
Current Assets:			
Cash, cash equivalents and investments	$ 45,829,335	$ 192,633	$ 46,021,968
Restricted cash	3,374,795	103,203,771	106,578,566
Interest receivable	8,580	821	9,401
Receivables and special assessments, net	4,128,384	-	4,128,384
Due from other governmental agencies	481,523	407,834	889,357
Inventories	1,501,706	-	1,501,706
Total current assets	55,324,323	103,805,059	159,129,382
Current Liabilities:			
Accounts payable and other liabilities	4,912,187	18,105	4,930,292
Customer deposits	2,274,988	-	2,274,988
Interest payable	216,529	-	216,529
Current portion of debt	2,594,508	-	2,594,508
Total current liabilities	9,998,212	18,105	10,016,317
Expendable net positon	**45,326,111**	**103,786,954**	**149,113,065**
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	(211,853,972)	-	(211,853,972)
Deferred inflow	(1,393,012)	-	(1,393,012)
Total net positon	$ 51,502,194	$ 103,786,954	$ 155,289,148

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WATER SYSTEM OPERATING FUND (NON-GAAP)
FOR THE PERIOD ENDED JANUARY 31, 2022 AND THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR

	Original Budget	Current Budget	January 31, 2022	Variance Positive (Negative)	% of Budget	June 30, 2021	January 31, 2021
Revenues:							
User charges	$ 29,271,800	$ 30,244,300	$ 18,926,692	$ (11,317,608)	63%	$ 29,633,015	$ 17,581,476
Restricted intergovernmental	-	-	6,345	6,345	na	81,663	-
Investment earnings	40,000	40,000	15,744	(24,256)	39%	33,656	23,204
Other	680,377	3,666,377	265,090	(3,401,287)	7%	743,270	273,017
Total revenues	29,992,177	33,950,677	19,213,871	(14,736,806)	57%	30,491,604	17,877,697
Expenditures:							
Salaries	5,731,502	5,741,927	3,308,587	2,433,340	58%	5,147,321	3,205,333
Fringe benefits	2,752,959	2,758,359	1,584,068	1,174,291	57%	2,434,496	1,518,563
Operating expenditures	8,306,276	9,077,835	4,623,270	4,454,565	51%	7,892,608	4,418,040
Repairs and maintenance	2,920,143	6,539,330	1,203,233	5,336,097	18%	2,538,732	1,244,265
Capital outlay	1,556,500	2,894,989	1,187,713	1,707,276	41%	1,332,422	717,635
Debt Service:							
Principal	1,865,574	1,865,574	-	1,865,574	0%	1,324,463	190,000
Interest	1,309,167	1,309,167	408,083	901,084	31%	892,349	497,450
Total expenditures	24,442,121	30,187,181	12,314,954	17,872,227	41%	21,562,391	11,791,286
Revenues over (under) expenditures	5,550,056	3,763,496	6,898,917	3,135,421	183%	8,929,213	6,086,411
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	0%	(4,471,457)	-
Total other fin. sources (uses)	(5,550,056)	(3,763,496)	(741,000)	3,022,496	20%	(5,392,037)	-
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ -	$ 6,157,917	$ 6,157,917		$ 3,537,176	$ 6,086,411

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 JANUARY 31, 2022

		Actual		
	Project Budget	Prior Year	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	$ 2,218,967	$ -	$ -	$ -
Investment earnings	120,276	177,956	1,411	179,367
Investment earnings-debt proceeds	-	263,111	6,720	269,831
Assessments	52,724	39,495	-	39,495
Penalties and interest assessments	-	13,229	-	13,229
Total revenues	2,391,967	493,791	8,131	501,922
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	1,783,269	3,671,405
NW Plant Treatment Expansion 12MGD	168,221,390	56,337,000	16,441,543	72,778,543
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	5,000	20,000
Utility Operations Center	110,000	-	19,760	19,760
Total expenditures	209,037,414	84,644,243	20,072,733	104,716,976
Revenues over (under) expenditures	(206,645,447)	(84,150,452)	(20,064,602)	(104,215,054)
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)	206,645,447	205,473,528	741,000	206,214,528
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ 121,323,076	$ (19,323,602)	$ 101,999,474

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WASTEWATER FUND (NON-GAAP)
JANUARY 31, 2022

	Wastewater Fund	Wastewater Capital Projects	Total
Current Assets:			
Cash and cash equivalents/investments	$ 36,736,284	$ 2,247,192	$ 38,983,476
Restricted cash	4,734,406	7,359,264	12,093,670
Interest receivable	6,453	234	6,687
Receivables and special assessments, net	6,686,918	-	6,686,918
Due from other governmental agencies	295,113	139,812	434,925
Inventories	153,420	-	153,420
Total current assets	48,612,594	9,746,502	58,359,096
Current Liabilities:			
Accounts payable and other liabilities	10,515,699	-	10,515,699
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	23,244,910	-	23,244,910
Expendable net positon	**25,367,684**	**9,746,502**	**35,114,186**
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 positon	$ 173,843,416	$ 9,746,502	$ 183,589,918

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WASTEWATER FUND (NON-GAAP)
FOR THE PERIOD ENDED JANUARY 31, 2022 AND THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR

	Original Budget	Current Budget	January 31, 2022	Variance Positive (Negative)	% of Budget	June 30, 2021	January 31, 2021
Revenues:							
User charges	$ 28,330,761	$ 28,806,761	$ 20,638,375	$ (8,168,386)	72%	$ 37,123,956	$ 17,968,358
Investment earnings	20,000	20,000	11,655	(8,345)	58%	23,804	15,583
Restricted intergovernmental	-	-	-	-	na	25,254	-
Other	104,000	104,000	58,739	(45,261)	56%	300,541	190,070
Total revenues	28,454,761	28,930,761	20,708,769	(8,221,992)	72%	37,473,555	18,174,011
Expenditures:							
Salaries	3,389,151	3,393,165	1,859,260	1,533,905	55%	2,888,778	1,805,834
Fringe benefits	1,553,796	1,547,523	864,584	682,939	56%	1,308,719	813,816
Operating expenditures	4,772,678	5,838,731	3,014,146	2,824,585	52%	4,493,558	2,281,518
Repairs and maintenance	2,327,000	2,367,669	929,955	1,437,714	39%	2,117,757	1,186,601
Capital outlay	3,333,000	4,300,060	1,518,012	2,782,048	35%	2,747,367	957,846
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	2,071,913	2,077,334	50%	4,591,276	2,298,705
Total expenditures	30,442,874	32,514,397	11,997,718	20,516,679	37%	30,539,241	10,006,970
Revenues over (under) expenditures	(1,988,113)	(3,583,636)	8,711,051	12,294,687	-243%	6,934,314	8,167,041
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	1,021,380
Transfer from Special Revenue Fund	-	142,500	-	(142,500)	0%	-	-
Claims settlement	-	(339,227)	-	339,227	0%	(10,291,934)	-
Appropriated net positon	3,274,133	6,072,506	-	(6,072,506)	0%	-	-
Total other fin. sources (uses)	1,988,113	3,583,636	(2,476,158)	(6,059,794)	-69%	(9,782,743)	402,571
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ -	$ 6,234,893	$ 6,234,893		$ (2,848,429)	$ 8,569,612

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 JANUARY 31, 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	574	170,426
Investment earnings-debt proceeds	-	418,862	727	419,589
West Brunswick Regional WWTP Southport Contribution	2,630,000	-	-	-
Total revenues	6,308,642	1,248,278	1,301	1,249,579
Expenditures:				
WBRWWTF Expansion Southport	2,630,000	1,580,659	119,909	1,700,568
NEBRWWTP Expansion	45,714,971	36,134,721	4,154,903	40,289,624
NEBRWWTP East Transmission Main	3,616,997	3,180,855	140,858	3,321,713
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	39,370	93,210
Navassa Watewater System Rehabilitation	2,852,818	15,000	5,123	20,123
Total expenditures	57,979,425	43,539,897	4,588,843	48,128,740
Revenues over (under) expenditures	(51,670,783)	(42,291,619)	(4,587,542)	(46,879,161)
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)	51,670,783	49,623,178	2,476,158	52,099,336
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ 7,331,559	$ (2,111,384)	$ 5,220,175

Cash and Investments

A Summary of Cash and Investments is presented on the Brunswick County Government website as of January 31, 2022. It reports that the County had $340.6 million of unrestricted cash and investments in all funds including those accruing for outside agencies that the county performs collections plus $137.9 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 JANUARY 31, 2022

	Purchase Date	Maturity Date	Book Value	Total Book Value	% of Portfolio	Yield
Unrestricted Cash and Investments						
Checking & Petty Cash						
Petty Cash			$ 6,200			0.00%
BB&T			70,288,295			0.00%
Total Checking & Petty Cash				$ 70,294,495	15%	
Money Markets / Savings						
BB&T Money Rate Savings			176,596,951			0.07%
JP Morgan Chase Savings			10,003,554			0.05%
SunTrust Money Market			5,063,748			0.01%
Total Money Markets / Savings				$ 191,664,252	40%	
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	4%	
NC Capital Management Trust - Government Portfolio				$ 57,457,026	12%	0.01%
Total Unrestricted Cash and Investments				**$ 340,639,668**		
Restricted Cash and Investments						
Bond Proceeds & Debt Reserve Fund						
NC Capital Management Trust-Government Portfolio			$ 124,837,198		26%	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				**$ 137,896,657**		
Grand Total All Cash and Investments				**$ 478,536,325**	**100%**	**0.04%**

Cash Balances:	
General Fund	**$ 166,881,224**
County Capital Reserve Fund	**41,173,423**
School Capital Projects Fund	**17,744,308**
Water Fund	**48,104,323**
Water Capital Reserve Fund	**1,397,380**
Wastewater Fund	**36,736,289**
Wastewater Capital Reserve Fund	**4,958,812**

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				
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	1,344,078		61%

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				
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	136,906,224		99%

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				
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	5,060,435		67%

County of Brunswick
Local Option Sales Tax Revenues

ARTICLE 39 SALES TAX REVENUE 1% (POINT OF DELIVERY) (100000-323100)

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	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				
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	7,869,554		58%

ARTICLE 40 SALES TAX REVENUE 1/2% (PER CAPITA) 30% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE (100000-323201,323202)

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	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				
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	4,587,180		48%

ARTICLE 42 SALES TAX REVENUE 1/2% (POINT OF DELIVERY) (APPROXIMATELY 60% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE) (100000-323301, 323302)

Month	ACTUAL 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	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				
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	5,073,851		56%

Note: Sales Taxes are 2 months behind in reporting.

County of Brunswick
Occupancy Tax Revenues

Occupancy Tax County and Municipal (104930-327000 and -327001)									
Month	ACTUAL 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	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				
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	1,827,516		70%

County of Brunswick
Water Fund Revenues

WATER RETAIL SALES REVENUE (617110-371316)									
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	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				
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	3,825,869		51%

IRRIGATION REVENUE (617110-371319)									
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	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				
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	2,816,940		80%

WATER WHOLESALE REVENUE (617110-371317)									
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	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				
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	4,250,138		62%

County of Brunswick
Water Fund Revenues

WATER INDUSTRIAL REVENUE (617110-371318)									
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	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				
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	985,901		70%

WATER BASE SERVICE CHARGE REVENUE (617110-371308)									
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	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				
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	4,067,799		51%

WATER TAPS AND CONNECTION REVENUE (617180-371305)									
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	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				
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	996,368		58%

County of Brunswick
Water Fund Revenues

WATER CAPITAL RECOVERY REVENUE (619100-371404)									
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	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				
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	1,284,534		187%

WATER TRANSMISSION LINE REVENUE (619800-371309)									
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	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				
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	437,813		189%

County of Brunswick
Wastewater Fund Revenues

WASTEWATER RETAIL SALES REVENUE (627210-371405)

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	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				
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	8,309,151		63%

WASTEWATER TAPS & CONNECTIONS REVENUE (627220-371402)

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	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				
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	1,800,000	2,331,650		130%

WASTEWATER CAPITAL RECOVERY REVENUE (629100-371404)

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	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				
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	3,784,266		631%

County of Brunswick
Wastewater Fund Revenues

WASTEWATER TRANSMISSION LINE FEES (629800-371309)									
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	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				
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	1,319,001		660%

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		
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	47,913	1,260

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		
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	21,999	899

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

Action Item # V. - 14.

From:
Jan Clemmons

GIS - First Reading and Schedule Public Hearing on March 21, 2022 for Street Name Adoptions

Issue/Action Requested:
Request that the Board of Commissioners approve the first reading of the street names and set the date of the public hearing for March 21, 2022.

Background/Purpose of Request:
The attached street names were named by the property owners, the GIS Department, or by recorded survey.

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

Fiscal Impact:
Not Applicable

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the first reading of the street names and set the date of the public hearing for March 21, 2022.

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
February 21, 2022

Action Item # V. - 15.

From:
Cris Harrelson, Public Health Director

Health and Human Services - Health Services - AA - 908 Mosquito and Tick Suppression

Issue/Action Requested:
Request that the Board of Commissioners approve the Agreement Addendum for activity 908 - Mosquito and Tick Suppression.

Background/Purpose of Request:
This Agreement Addendum provides funding for the Local Health Department (LHD) to become a County of Regional Expertise (CRE) on IMM and tick surveillance. Specifically, the state expects the LHD to use the funds to become competent in operating all common surveillance methods, contribute to baseline state and national mosquito knowledge, and effectively suppress mosquitoes using Integrated Mosquito Management methods. This will allow the LHD to lead efforts in its region, and aid other local health departments.
This Agreement Addendum also provides funding to supplement the LHD' s investment in combating mosquito-borne disease. Specifically, this funding is to be used to gain the skills needed to perform basic mosquito surveillance using standard traps, and contribute to state and national mosquito maps.
In the event of a local vector-borne disease outbreak, or during post-hurricane mosquito suppression, local staff will be capable of setting and retrieving traps, and possibly identifying disease vectors. Due to the high variation of mosquito species and numbers across the state, this specific county-level mosquito data will assist local officials in responding to the situation with the correct chemicals, timing of spray events, and customized education messages.
Between disease events, the local trap results will have three functions: (1) to assist local staff in improving local preventative mosquito suppression efforts; (2) to assist counties in securing FEMA reimbursements for post-hurricane Ultra Low Volume mosquito spraying; and (3) to contribute to North Carolina's NCSurv mosquito database). This county-by-county data will add to state and nationwide knowledge of mosquito species distribution and seasonality.

The total funding allocation for Brunswick County is $16,000.

Staff recommends approval of the Agreement Addendum.

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates $16,000 of Federal Revenues for the expenses associated with the LHD becoming a County of Regional Expertise (CRE) on IMM and Tick Surveillance

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the Agreement Addendum for activity 908 - Mosquito and Tick Suppression.

ATTACHMENTS:

Description

- 908 Mosquito Tick Suppression FY 22
- Budget Amendment

Division of Public Health
Agreement Addendum
FY 21-22

Brunswick County Health and Human Services
Local Health Department Legal Name

Epidemiology Section / Communicable Disease Branch
DPH Section / Branch Name

908 Mosquito and Tick Suppression
Activity Number and Description

Michael Doyle (919) 546-1637
michael.doyle@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

02/01/2022 – 05/31/2022
Service Period

DPH Program Signature **Date**
(only required for a negotiable agreement addendum)

03/01/2022 – 06/30/2022
Payment Period

☒ **Original Agreement Addendum**
☐ **Agreement Addendum Revision # ___**

I. Background:

To remain prepared for the continuing threat of mosquito and tick-borne diseases in North Carolina, such as Zika virus, West Nile virus, La Crosse Encephalitis, Powassan virus, and Lyme disease, it is imperative to give environmental health professionals the tools to identify and control vector arthropods in their jurisdictions.

In addition, severe nuisance mosquito issues that exist in high tourist areas and which occur after hurricanes pose a threat both to the quality of life and to the economies of several regions of North Carolina.

The North Carolina Department of Health and Human Services (NCDHHS) Epidemiology Section is funding multiple local health departments across the state and designating each as either a Basic Surveillance county or as a County of Regional Expertise (CRE). Those designated as Basic Surveillance counties are to establish or continue basic vector surveillance with the goal of developing a local Integrated Mosquito Management (IMM) surveillance program and may also choose to develop a tick surveillance program. Those designated as CREs are to improve existing IMM programs and assist surrounding counties in improving their own IMM programs.

II. Purpose:

This Agreement Addendum provides funding for the Local Health Department (LHD) to become a County of Regional Expertise (CRE) on IMM and tick surveillance. Specifically, the state expects the LHD to use the funds to become competent in operating all common surveillance methods, contribute to baseline state and national mosquito knowledge, and effectively suppress mosquitoes using Integrated Mosquito Management methods. This will allow the LHD to lead efforts in its

YC Hawkins 1/19/22

Health Director Signature (use blue ink) Date

Local Health Department to complete:
(If follow-up information is needed by DPH)
LHD program contact name: _____
Phone number with area code: _____
Email address: _____

Signature on this page signifies you have read and accepted all pages of this document.

region, and aid other local health departments.

This Agreement Addendum also provides funding to supplement the LHD's investment in combating mosquito-borne disease. Specifically, this funding is to be used to gain the skills needed to perform basic mosquito surveillance using standard traps, and contribute to state and national mosquito maps.

In the event of a local vector-borne disease outbreak, or during post-hurricane mosquito suppression, local staff will be capable of setting and retrieving traps, and possibly identifying disease vectors. Due to the high variation of mosquito species and numbers across the state, this specific county-level mosquito data will assist local officials in responding to the situation with the correct chemicals, timing of spray events, and customized education messages.

Between disease events, the local trap results will have three functions: (1) to assist local staff in improving local preventative mosquito suppression efforts; (2) to assist counties in securing FEMA reimbursements for post-hurricane Ultra Low Volume mosquito spraying; and (3) to contribute to North Carolina's NCSurv mosquito database). This county-by-county data will add to state and nationwide knowledge of mosquito species distribution and seasonality.

III. Scope of Work and Deliverables:

A. Mandatory Vector Surveillance and Training

The LHD shall perform the following surveillance strategy:

1. Outside County Assistance: Provide assistance to one or more North Carolina counties with vector surveillance, control, or education during the Agreement Addendum period. This may include use of inter-county vector control agreements, lending of equipment, one-on-one training in mosquito identification, surveillance methods, or suppression methods.
2. *Aedes aegypti* Verification: If *Ae. aegypti* or container mosquitoes resembling *Ae. aegypti* (adults or larva) are collected, the LHD must submit them for verification to one of the state's university partners within 30 days of collecting them.
3. NCSurv Entry: During the Agreement Addendum's Service Period, record mosquito collections data in NCSurv within 30 days of collection, including Landing Rate Counts, unless otherwise arranged with the State Entomologist.
4. Vector Training: A staff member shall attend a minimum of one training event within the Agreement Addendum period involving mosquito surveillance and/or vector control, and provide evidence of continuing education units (CEUs), if offered at the event. Training events include those sponsored by the North Carolina Mosquito and Vector Control Association (NCMVCA), the Mid-Atlantic Mosquito and Vector Control Association (MAMCA), the Centers for Disease Control and Prevention (CDC), and the American Mosquito Control Association (AMCA). Other training events may be approved upon request if they directly apply to vector management issues.
5. Applicator License or Public Health Contract: During the Agreement Addendum's Service Period, the LHD shall either:
   a. Have a minimum of one county staff member hold an NCDA Category B "Public Health" Applicator license (https://www.ncagr.gov/SPCAP/pesticides/RECREDRE.HTM), **or**
   b. Maintain an active (or no-cost contingency) contract with a Category B-licensed pest control company in case of a disease outbreak requiring suppression of infected adult mosquitoes.
6. Vector Organization Membership: Provide evidence of at least one staff member, or a department within the county, holding membership in good standing in one of the following

organizations during the Agreement Addendum's Service Period: NCMVCA, MAMCA, or AMCA. An alternative organization focusing on Integrated Mosquito or Tick Management may be substituted upon approval by the State Public Health Entomologist.

B. Enhanced Vector Surveillance, Vector Control, and Education

The Local Health Department shall perform **at least one activity in each of the following three sections** (i.e., one in Enhanced Vector Surveillance, one in Vector Control, and one in Education). Activities which result in improving vector suppression are preferred (e.g., surveillance which results in establishing action thresholds, evaluation of suppression methods, and suppression equipment):

1. Enhanced Vector Surveillance:

a. ID Funding: Fund university partners to conduct regular mosquito surveillance or identification (e.g., more than occasional assistance with identification).

b. Tick Surveillance: Conduct tick surveillance using standard methodologies (tick drags or counts) with species identified and species counts recorded.

c. Testing: Perform pathogen testing on mosquito and tick specimens, as determined in consultation with the State Public Health Entomologist.

d. IMP: Conduct surveillance by participating in the Invasive Mosquito Project (http://www.citizenscience.us/imp/).

e. Surveillance Equipment: Purchase surveillance equipment, including traps and laboratory equipment (e.g., microscopes and bioassay bottles) and additional trapping or testing supplies (e.g., dry ice, batteries, CO2 tanks, equipment access subscriptions).

f. Outside Surveillance: Subcontract or create a formal agreement (e.g., MOA, MOU) with external partners (e.g., other county vector programs, university partners, or contractors) to conduct vector surveillance activities on behalf of the Local Health Department, following the same methods as described in this Agreement Addendum.

g. Surveillance Training: Improve surveillance skills through County staff receiving on-site training from outside sources, participating in distant training events (i.e., AMCA, NCMVCA, CSTE, CDC, Dodd Courses, etc.), or sponsoring training events for internal and/or external staff.

2. Vector Control:

a. Create one of the following:
   1) Mosquito Control Districts (See NC §130A-352 Creation and purpose of mosquito control districts, available at https://codes.findlaw.com/nc/chapter-130a-public.../nc-gen-st-sect-130a-352.html); or
   2) County-based mosquito and tick suppression program or mosquito suppression program.

b. Control Equipment: Purchase equipment and supplies for conducting vector control activities (e.g., backpack and trailer-mounted barrier sprayers, ULV dispersal machines, aerial and/or ground adulticiding/larviciding equipment, lethal ovitraps, ATSB [attractive toxic sugar bait] traps, larvicides, and/or adulticides).

c. Calibration and Repair: Calibrate and repair existing equipment, provided the equipment is used for mosquito and tick control activities.

d. Spray Thresholds: Determine "spray thresholds" for larviciding and adulticiding, and other activities resulting in increased effectiveness of suppression tools.

e. Contingency Control Contract: Establish a contingency contract, MOA, or similar agreement, with external partners (e.g., university partners or contractors, towns, and/or a private company) to conduct vector suppression activities on behalf of the Local Health Department, following established IMM methods.

3. Education:

a. Educate the public about tick and mosquito bite avoidance using educational and public health campaigns designed by the LHD or adapted for LHD use from other sources (e.g., AMCA, CDC, PAHO, WHO). Educational information can be provided to the public via printed leaflets or flyers, billboards, radio advertisements, or other methods deemed most effective by the LHD. The majority of the educational information shall be in English and Spanish, and also may be in another language of importance in the area.

b. Educate the public about specific vector-borne diseases of importance in its geographic area. Consult with other staff members within the LHD or the Communicable Disease Branch to identify which diseases have the greatest impact on the LHD's community.

IV. Performance Measures/Reporting Requirements:

A. Mandatory and Enhanced Vector Surveillance

The LHD shall submit the following to the State Public Health Entomologist by June 15, 2022:

1. Surveillance Summary: A surveillance summary for the period February 1 through May 31, 2022. This surveillance summary shall include:
   a. Surveillance data shall be converted to the format used by NCSurv.
   b. Descriptions of mosquito traps and tick collection methods used.
   c. General mosquito surveillance strategy used (e.g., "six CDC light traps set weekly from March through October in six static locations, ten ovitraps set bi-weekly from March through October, four gravid traps set monthly" or "two BG sentinels, set based on mosquito complaints or during enforcement actions").
   d. Results of any pathogen testing or a statement that no pathogen testing was performed.
   e. Results of any Insecticide Resistance Testing or a statement that no Insecticide Resistance Testing was performed which includes the reason it was not performed.
   f. A statement regarding whether *Ae. aegypti* or container mosquitoes resembling *Ae. aegypti* (adults or larva) were collected and submitted for verification to one of the university partners and the results received.
   g. Upcoming Surveillance: A summary statement of what mosquito and tick surveillance are planned for the 2022 field season (i.e., June–October 2022), using the format described in this Subparagraph 1.
2. Mosquito and tick identification training events attended, including names, locations, and dates of events.
3. External partners funded (e.g., university partners) to conduct vector surveillance activities.

B. Vector Control

The Local Health Department shall submit a written description of the following activities that occurred for the period February 1 through May 31, 2022 and about plans for the remainder of the 2022 calendar year to the State Public Health Entomologist by June 15, 2022:

1. Equipment calibration conducted between February 1 and May 31, 2022.
2. Equipment calibration plans for the remainder of the 2022 calendar year.

3. Spray thresholds used for larviciding and adulticiding conducted between February 1 and May 31, 2022.
4. , Any plans to change spray thresholds used for larviciding and adulticiding for the remainder of the 2022 calendar year.
5. Training for vector control activities. The summary is to include the training event names, course names, dates, and names/titles of those who attended.
6. Copies of Vector control contracts and/or MOAs for vector control with neighboring governmental entities.
7. Vector control methods, including a description of:
    a. Larviciding tools used (e.g., hand treatments, power backpack granular spreader, drones, hand-pumped liquid sprayers, hand-pumped backpack sprayers ATV-mounted liquid larviciding machines, liquid larvicide blowers [Buffalo Turbine, A-1 Mister, etc.], truck-mounted tank sprayers)
    b. Larvicide types (e.g., trade names and/or description of formulation types)
    c. Adulticiding tools (e.g., ATV and truck-mounted ULV machines, drones, truck and trailer-mounted barrier sprayers, Powered backpacks)
    d. Adulticide types (e.g., trade names and/or description of formulation types)
    e. Lethal traps
    f. Other tools or methods attempted and/or used

C. Education

The Local Health Department shall submit a written description of the following activities that occurred for the period February 1 through May 31, 2022 to the State Public Health Entomologist by June 15, 2022:

1. A description of all educational materials created by the Local Health Department. Such materials include but are not limited to fliers, school outreach materials, and social media recordings such as videos. The materials description shall include:
    a. A list of what educational materials were created
    b. Numbers of materials distributed
    c. Number of billboards
    d. Number of radio spots
    e. Number of online postings
2. Electronic copies of all new educational materials and copies of externally acquired materials.

D. Other Requirements

1. Name and license number of the staff members holding a Public Health Category B license or a description of outside mosquito suppression contract.
2. Name and vector control organizations of which staff are members.
3. Outside Assistance: A statement describing the assistance provided to one or more North Carolina counties with vector surveillance. In the event that nearby counties did not accept the LHD's offers of assistance, provide documentation of the assistance offers made to a minimum of three counties and the responses received by the counties declining the assistance.

4. IMP: A statement regarding the LHD's involvement in the Invasive Mosquito Project for the 2022 calendar year. (The Invasive Mosquito Project is a citizen science project aimed at monitoring invasive container-inhabiting mosquito species across the United States.)

E. Expense Summary

The LHD shall submit a summary of how the Agreement Addendum Activity 908 funds were spent during the Feb. 1, 2022 – May 31, 2022 Service Period to the State Public Health Entomologist by June 15, 2022.

V. Performance Monitoring and Quality Assurance:

A. The State Public Health Entomologist shall review the reports, summaries, descriptions, and materials for accuracy and completeness. Missing or incomplete data will be addressed with the LHD via phone conference or site visit. Complications will be addressed by the entomologist on a case by case basis. Failure to provide complete data may result in a corrective action plan being issued and could result in loss of future funding.

B. One site visit will be completed during the Agreement Addendum period to review Integrated Mosquito Management methods and equipment.

VI. Funding Guidelines or Restrictions:

A. Requirements for pass-through entities: In compliance with *2 CFR §200.331 – Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the local health department receiving federally funded Agreement Addenda.

1. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.

2. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the local health department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the local health department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

B. Travel costs associated with participating in vector surveillance and control training is an allowable expense.

Activity 908 Service Period Payment Period		AA	1175 4801 00 06/01-05/31 07/01-06/30	Total Allocated	Proposed Total	New Total
01 Alamance			0	$0.00	0	0
D1 Albemarle			0	$16,000.00	0	16,000
02 Alexander			0	$0.00	0	0
04 Anson			0	$0.00	0	0
D2 Appalachian			0	$0.00	0	0
07 Beaufort			0	$0.00	0	0
09 Bladen			0	$0.00	0	0
10 Brunswick	*	0	16,000	$0.00	16,000	16,000
11 Buncombe			0	$0.00	0	0
12 Burke			0	$0.00	0	0
13 Cabarrus	*	0	4,000	$0.00	4,000	4,000
14 Caldwell			0	$0.00	0	0
16 Carteret			0	$0.00	0	0
17 Caswell			0	$0.00	0	0
18 Catawba			0	$0.00	0	0
19 Chatham			0	$0.00	0	0
20 Cherokee			0	$0.00	0	0
22 Clay			0	$0.00	0	0
23 Cleveland			0	$0.00	0	0
24 Columbus			0	$0.00	0	0
25 Craven			0	$4,000.00	0	4,000
26 Cumberland			0	$0.00	0	0
28 Dare			0	$0.00	0	0
29 Davidson			0	$0.00	0	0
30 Davie			0	$0.00	0	0
31 Duplin			0	$0.00	0	0
32 Durham			0	$0.00	0	0
33 Edgecombe			0	$0.00	0	0
D7 Foothills			0	$0.00	0	0
34 Forsyth			0	$25,500.00	0	25,500
35 Franklin			0	$0.00	0	0
36 Gaston			0	$4,000.00	0	4,000
38 Graham			0	$0.00	0	0
D3 Gran-Vance			0	$0.00	0	0
40 Greene			0	$0.00	0	0
41 Guilford			0	$0.00	0	0
42 Halifax			0	$0.00	0	0
43 Harnett			0	$0.00	0	0
44 Haywood			0	$4,000.00	0	4,000
45 Henderson			0	$0.00	0	0
47 Hoke			0	$0.00	0	0
48 Hyde			0	$0.00	0	0
49 Iredell			0	$0.00	0	0
50 Jackson			0	$0.00	0	0
51 Johnston			0	$0.00	0	0
52 Jones			0	$0.00	0	0
53 Lee			0	$0.00	0	0
54 Lenoir			0	$0.00	0	0
55 Lincoln			0	$0.00	0	0
56 Macon			0	$0.00	0	0
57 Madison			0	$0.00	0	0
D4 M-T-W			0	$0.00	0	0
60 Mecklenburg			0	$16,000.00	0	16,000

62 Montgomery			0	$0.00	0	0
63 Moore			0	$0.00	0	0
64 Nash			0	$16,000.00	0	16,000
65 New Hanover			0	$16,000.00	0	16,000
66 Northampton			0	$0.00	0	0
67 Onslow			0	$4,000.00	0	4,000
68 Orange			0	$0.00	0	0
69 Pamlico			0	$0.00	0	0
71 Pender			0	$4,000.00	0	4,000
73 Person			0	$0.00	0	0
74 Pitt			0	$16,000.00	0	16,000
75 Polk			0	$0.00	0	0
76 Randolph			0	$0.00	0	0
77 Richmond			0	$0.00	0	0
78 Robeson			0	$0.00	0	0
79 Rockingham			0	$0.00	0	0
80 Rowan			0	$0.00	0	0
82 Sampson			0	$0.00	0	0
83 Scotland			0	$0.00	0	0
84 Stanly			0	$0.00	0	0
85 Stokes			0	$0.00	0	0
86 Surry			0	$0.00	0	0
87 Swain			0	$0.00	0	0
D6 Toe River			0	$0.00	0	0
88 Transylvania			0	$16,000.00	0	16,000
90 Union			0	$0.00	0	0
92 Wake			0	$0.00	0	0
93 Warren			0	$0.00	0	0
96 Wayne			0	$0.00	0	0
97 Wilkes			0	$0.00	0	0
98 Wilson			0	$0.00	0	0
99 Yadkin			0	$0.00	0	0
Totals			20,000	141,500	20,000	161,500

Sign and Date - DPH Program Administrator 1-5-22	Sign and Date - DPH Section Chief 01-05-22
Sign and Date - DPH Contracts Office - ATC Coordinator Budget 1/5/2022	Sign and Date - DPH Budget Office 1/5/2022

1/5/2022

Request Info	
Type	Budget Amendment
Description	AA908 Mosquito Tick Suppression
Justification	Board Meeting 02/21/2022 - Appropriate federal pass-through dollars of $16,000.00 from the NC Division of Public Health FY21-22 Agreement Addendum 908 Mosquito and Tick Suppression. Agreement provides funding to local health department to become a County of Regional Expertise (CRE)on IMM and tick surveillance. Service period 02/01/2022 - 05/31/2022.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr		
135181	331000	Environmental Health	Federal Revenues	16000	Increase	Credit		
135181	423100	Environmental Health	Special Program Material	16000	Increase	Debit		

Total

Grand Total:	32000

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

Action Item # V. - 16.

From:
Cris Harrelson, Public Health Director

Health and Human Services - Health Services – Communicable Disease Nurse Positions

Issue/Action Requested:
Request that the Board of Commissioners review and approve Health Services' proposal to create (2) Temporary Communicable Disease Nurse positions using state funds

Background/Purpose of Request:
In the FY21-22 budget, the North Carolina Legislature allocated $36 million ($18 million per year) for communicable disease support to local health departments for FY22 and FY23. The funding amount allocated to each health department is based on a base amount of $90,000 plus an allocation based on county population. Brunswick County's allocation totals $207,408 per fiscal year for FY22 and FY23.

These funds are in addition to existing grant funds already allocated to Brunswick County for non-clinical COVID-19 activities through AA-543 - ELC Enhancing Detection Activities, of which there is approximately $600,000 remaining and also available through FY23.

Based on these funding levels, Health Services would like to hire two temporary full-time positions to support ongoing communicable disease activities. The funding will support the positions for the remaining months of FY22 and for all of FY23. Previous attempts at hiring nurses through the NC Public Health Alliance has not proved successful due to a lack of employee benefits.

Staff recommends approval of the positions.

Fiscal Impact:
Reviewed By Director of Fiscal Operations
Funds Available in Budget

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners review and approve Health Services' proposal to create (2) Temporary Communicable Disease Nurse positions using state funds.

ATTACHMENTS:

Description

- LHD CD Support Allocations
- AA 543

DRAFT, NOT YET FINAL

Communicable Disease Support Allocation to LHDs $36,000,000 NR ($18 M per year)

County	Population July 2021	Step 1 Funding using per capita	Step 2 Equal Base per county	Total per SFY Total Per Cap + Base
Alamance County	171,649	$ 144,937	$ 90,000	$ 234,937
Alexander County	38,569	$ 32,567	$ 90,000	$ 122,567
Alleghany County	11,587	$ 9,784	$ 90,000	$ 99,784
Anson County	23,755	$ 20,058	$ 90,000	$ 110,058
Ashe County	28,125	$ 23,748	$ 90,000	$ 113,748
Avery County	18,175	$ 15,347	$ 90,000	$ 105,347
Beaufort County	47,213	$ 39,866	$ 90,000	$ 129,866
Bertie County	19,315	$ 16,309	$ 90,000	$ 106,309
Bladen County	34,255	$ 28,924	$ 90,000	$ 118,924
Brunswick County	150,889	$ 127,408	$ 90,000	$ 217,408
Buncombe County	265,351	$ 224,057	$ 90,000	$ 314,057
Burke County	91,538	$ 77,293	$ 90,000	$ 167,293
Cabarrus County	219,830	$ 185,620	$ 90,000	$ 275,620
Caldwell County	84,512	$ 71,360	$ 90,000	$ 161,360
Camden County	10,553	$ 8,911	$ 90,000	$ 98,911
Carteret County	71,536	$ 60,404	$ 90,000	$ 150,404
Caswell County	23,371	$ 19,734	$ 90,000	$ 109,734
Catawba County	161,351	$ 136,241	$ 90,000	$ 226,241
Chatham County	78,199	$ 66,030	$ 90,000	$ 156,030
Cherokee County	29,739	$ 25,111	$ 90,000	$ 115,111
Chowan County	14,034	$ 11,850	$ 90,000	$ 101,850
Clay County	11,834	$ 9,992	$ 90,000	$ 99,992
Cleveland County	101,133	$ 85,395	$ 90,000	$ 175,395
Columbus County	55,600	$ 46,947	$ 90,000	$ 136,947
Craven County	102,663	$ 86,687	$ 90,000	$ 176,687
Cumberland County	333,323	$ 281,451	$ 90,000	$ 371,451
Currituck County	28,336	$ 23,926	$ 90,000	$ 113,926
Dare County	38,321	$ 32,357	$ 90,000	$ 122,357
Davidson County	171,014	$ 144,401	$ 90,000	$ 234,401
Davie County	44,160	$ 37,288	$ 90,000	$ 127,288
Duplin County	60,146	$ 50,786	$ 90,000	$ 140,786
Durham County	324,586	$ 274,074	$ 90,000	$ 364,074
Edgecombe County	51,475	$ 43,464	$ 90,000	$ 133,464
Forsyth County	382,388	$ 322,881	$ 90,000	$ 412,881
Franklin County	72,032	$ 60,822	$ 90,000	$ 150,822
Gaston County	224,738	$ 189,764	$ 90,000	$ 279,764
Gates County	11,834	$ 9,992	$ 90,000	$ 99,992
Graham County	8,585	$ 7,249	$ 90,000	$ 97,249
Granville County	62,040	$ 52,385	$ 90,000	$ 142,385
Greene County	20,874	$ 17,626	$ 90,000	$ 107,626
Guilford County	539,491	$ 455,535	$ 90,000	$ 545,535
Halifax County	50,387	$ 42,546	$ 90,000	$ 132,546
Harnett County	138,043	$ 116,561	$ 90,000	$ 206,561
Haywood County	63,687	$ 53,776	$ 90,000	$ 143,776
Henderson County	119,315	$ 100,747	$ 90,000	$ 190,747
Hertford County	23,544	$ 19,880	$ 90,000	$ 109,880
Hoke County	54,876	$ 46,336	$ 90,000	$ 136,336
Hyde County	5,079	$ 4,289	$ 90,000	$ 94,289
Iredell County	185,011	$ 156,219	$ 90,000	$ 246,219
Jackson County	44,572	$ 37,636	$ 90,000	$ 127,636
Johnston County	216,670	$ 182,952	$ 90,000	$ 272,952
Jones County	10,031	$ 8,470	$ 90,000	$ 98,470
Lee County	61,880	$ 52,250	$ 90,000	$ 142,250

District	Total
Foothills	$ 277,664
McDowell	
Rutherford	
MTW	$ 302,402
Martin	
Tyrrell	
Washington	
GV	$ 270,655
Granville	
Vance	
Toe River	$ 314,147
Avery	
Mitchell	
Yancey	
APP	$ 351,472
Ashe	
Alleghany	
Watauga	
Albemarle	$ 856,172
Bertie	
Camden	
Chowan	
Currituck	
Gates	
Hertford	
Pasquotank	
Perquimans	

DRAFT, NOT YET FINAL

Lenoir County	56,602	$ 47,794	$ 90,000	$ 137,794
Lincoln County	90,046	$ 76,033	$ 90,000	$ 166,033
Macon County	37,393	$ 31,574	$ 90,000	$ 121,574
Madison County	22,556	$ 19,046	$ 90,000	$ 109,046
Martin County	22,704	$ 19,171	$ 90,000	$ 109,171
McDowell County	46,496	$ 39,260	$ 90,000	$ 129,260
Mecklenburg County	1,138,138	$ 961,020	$ 90,000	$ 1,051,020
Mitchell County	15,031	$ 12,692	$ 90,000	$ 102,692
Montgomery County	27,693	$ 23,383	$ 90,000	$ 113,383
Moore County	104,130	$ 87,925	$ 90,000	$ 177,925
Nash County	96,907	$ 81,826	$ 90,000	$ 171,826
New Hanover County	237,448	$ 200,496	$ 90,000	$ 290,496
Northampton County	19,716	$ 16,648	$ 90,000	$ 106,648
Onslow County	211,881	$ 178,908	$ 90,000	$ 268,908
Orange County	148,828	$ 125,667	$ 90,000	$ 215,667
Pamlico County	13,239	$ 11,179	$ 90,000	$ 101,179
Pasquotank County	39,814	$ 33,618	$ 90,000	$ 123,618
Pender County	64,524	$ 54,483	$ 90,000	$ 144,483
Perquimans County	13,839	$ 11,685	$ 90,000	$ 101,685
Person County	40,450	$ 34,155	$ 90,000	$ 124,155
Pitt County	184,842	$ 156,077	$ 90,000	$ 246,077
Polk County	21,999	$ 18,576	$ 90,000	$ 108,576
Randolph County	145,480	$ 122,840	$ 90,000	$ 212,840
Richmond County	44,777	$ 37,809	$ 90,000	$ 127,809
Robeson County	130,713	$ 110,371	$ 90,000	$ 200,371
Rockingham County	91,634	$ 77,374	$ 90,000	$ 167,374
Rowan County	142,902	$ 120,663	$ 90,000	$ 210,663
Rutherford County	69,168	$ 58,404	$ 90,000	$ 148,404
Sampson County	63,904	$ 53,959	$ 90,000	$ 143,959
Scotland County	35,604	$ 30,063	$ 90,000	$ 120,063
Stanly County	64,841	$ 54,750	$ 90,000	$ 144,750
Stokes County	46,573	$ 39,325	$ 90,000	$ 129,325
Surry County	73,394	$ 61,972	$ 90,000	$ 151,972
Swain County	14,468	$ 12,216	$ 90,000	$ 102,216
Transylvania County	35,649	$ 30,101	$ 90,000	$ 120,101
Tyrrell County	3,747	$ 3,164	$ 90,000	$ 93,164
Union County	241,576	$ 203,982	$ 90,000	$ 293,982
Vance County	45,323	$ 38,270	$ 90,000	$ 128,270
Wake County	1,117,556	$ 943,641	$ 90,000	$ 1,033,641
Warren County	19,542	$ 16,501	$ 90,000	$ 106,501
Washington County	11,923	$ 10,068	$ 90,000	$ 100,068
Watauga County	56,776	$ 47,940	$ 90,000	$ 137,940
Wayne County	126,396	$ 106,726	$ 90,000	$ 196,726
Wilkes County	70,272	$ 59,336	$ 90,000	$ 149,336
Wilson County	83,893	$ 70,838	$ 90,000	$ 160,838
Yadkin County	38,039	$ 32,119	$ 90,000	$ 122,119
Yancey County	19,077	$ 16,108	$ 90,000	$ 106,108

Total Population July 2021	10,658,717			
Total Funds		$ 9,000,000	$ 9,000,000	$ 18,000,000
Statewide per capita	$ -			

Division of Public Health
Agreement Addendum
FY 21-22

Brunswick County Health and Human Services
Local Health Department Legal Name

Epidemiology / Communicable Disease Branch
DPH Section / Branch Name

543 ELC Enhancing Detection Activities
Activity Number and Description

Vanessa M. Greene 919-546-1658
vanessa.greene@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

06/01/2021 – 05/31/2022
Service Period

DPH Program Signature **Date**
(only required for a negotiable agreement addendum)

07/01/2021 – 06/30/2022
Payment Period

☒ **Original Agreement Addendum**
☐ **Agreement Addendum Revision # ___**

I. Background:

The primary mission of the Communicable Disease Branch (CDB) is to reduce morbidity and mortality resulting from communicable diseases that are a significant threat to the public through detection, investigation, testing, treatment, tracking, control, education, and care activities to improve the health of people in North Carolina.

As part of the "Paycheck Protection Program and Health Care Enhancement Act of 2020 (P.L. 116-139, Title I)", the ELC has awarded a total of $10.25 billion dollars to their recipient base in a program-initiated component funding under the Emerging Issues (E) Project of CK19-1904, henceforth, "ELC Enhancing Detection" supplement. These funds are broadly intended to provide critical resources to state, local, and territorial health departments in support of a broad range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities. Direct recipients are limited to existing jurisdictions covered under CK19-19041. Ongoing monitoring of milestones and performance measures will be utilized to gauge progress toward successful completion of priority activities supported with these funds.

The Division of Public Health (DPH), Communicable Disease Branch (CDB), is continuing allocation of these "Enhancing Detection" funds to all local health departments.

II. Purpose:

This Activity provides complementary funding to the Local Health Department in order for it to leverage and build upon existing ELC infrastructure that emphasizes the coordination and critical

Health Director Signature (use blue ink) Date 7/29/21

Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: _____
	Phone number with area code: _____
	Email address: _____

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

integration of laboratory with epidemiology and health information systems, thus maximizing the public health impact of available resources. These additional resources, by law, are intended to "prevent, prepare for, and respond to coronavirus" by supporting testing, case investigation and contact tracing, surveillance, containment, and mitigation. Such activities may include support for workforce, epidemiology, use by employers, elementary and secondary schools, child care facilities, institutions of higher education, long-term care facilities, or in other settings, scale up of testing by public health, academic, commercial, and hospital laboratories, and community-based testing sites, mobile testing units, health care facilities, and other entities engaged in COVID–19 testing, and other activities related to COVID–19 testing, case investigation and contact tracing, surveillance, containment, and mitigation (including interstate compacts or other mutual aid agreements for such purposes).

III. Scope of Work and Deliverables:

All of the activities the Local Health Department performs under this Agreement Addendum shall be informed by the NC DHHS COVID-19 Guidance for Health Care Providers and local health departments.[1]

For **each of the six activities** listed below (Paragraphs 1 through 6), the Local Health Department (LHD) shall identify and address **one or more** of the allowable activities listed, with an emphasis on testing and tracing:

1. Enhance Laboratory, Surveillance, Informatics and other Workforce Capacity

a. Build expertise for healthcare and community outbreak response and infection prevention and control (IPC) among local health departments.

b. Train and hire staff to improve the capacities of the epidemiology and informatics workforce to effectively conduct surveillance and response of COVID-19 (including contact tracing) and other conditions of public health significance.

c. Build expertise to support management of the COVID-19 related activities within the jurisdiction (e.g., additional leadership, program and project managers, budget staff).

d. Increase capacity for timely data management, analysis, and reporting for COVID-19 and other conditions of public health significance.

2. Strengthen Community Laboratory Testing

a. Establish or expand capacity to quickly, accurately and safely test for SARS-CoV-2 among all symptomatic individuals, and secondarily expand capacity to achieve community-based surveillance, including testing of asymptomatic individuals.

   1) Strengthen ability to quickly scale testing as necessary to ensure that optimal utilization of existing and new testing platforms can be supported to help meet increases in testing demand in a timely manner.

   2) Build local capacity for testing of SARS-CoV-2 including within high-risk settings or in vulnerable populations that reside in their communities.

b. Enhance laboratory testing capacity for SARS-CoV-2 outside of public health laboratories.

   1) Establish or expand capacity to coordinate with public/private laboratory testing providers, including those that assist with surge and with testing for high-risk environments.

[1] https://www.ncdhhs.gov/divisions/public-health/covid19/covid-19-guidance#all-guidance-for-health-care-providers-and-local-health-departments

2) Secure and/or utilize mobile laboratory units, or other methods to provide point-of-care (POC) testing at public health-led clinics or non-traditional test sites (e.g., homeless shelters, food processing plants, prisons, Long Term Care Facilities [LTCFs]).

c. Enhance data management and analytic capacity in public health laboratories to help improve efficiencies in operations, management, testing, and data sharing.
   1) Improve efficiencies in laboratory operations and management using data from throughput, staffing, billing, supplies, and orders.
   2) Improve the capacity to analyze laboratory data to help understand and make informed decisions about issues such as gaps in testing and community mitigation efforts. Data elements such as tests ordered and completed (including by device/platform), rates of positivity, source of samples, type will be used to create data visualizations that will be shared with the public, state health department, and community partners.

3. Advance Electronic Data Exchange at Public Health Labs

a. Enhance and expand laboratory information infrastructure, to improve jurisdictional visibility on laboratory data (tests performed) from all testing sites and enable faster and more complete data exchange and reporting.
   1) Enhance laboratory test ordering and reporting capability.
      a) 100% of results must be reported with key demographic variables including age/gender/race via NCCOVID.
      b) Report all testing to the state health department using NCCOVID.

4. Improve Surveillance and Reporting of Electronic Health Data

a. Use NCCOVID to ensure complete, up-to-date, automated reporting of morbidity and mortality to NC DPH of COVID-19 and other conditions of public health significance by:
   1) Establishing or enhancing community-based surveillance, including surveillance of vulnerable populations, individuals without severe illness, those with recent travel to high-risk locations, or who are contacts to known cases.
   2) Monitoring changes to daily incidence rates of COVID-19 and other conditions of public health significance at the county or zip code level to inform community mitigation strategies.

b. Establish complete, up-to-date, timely, automated reporting of individual-level data through electronic case reporting to NC DPH via NCCOVID
   1) At the health department, enhance capacity to work with testing facilities to onboard and improve electronic laboratory reporting (ELR), including to receive data from new or non-traditional testing settings. Use alternative data flows and file formats (e.g., CSV or XLS) to help automate where appropriate. In addition to other reportable results, this should include all COVID-19/SARS-CoV-2-related testing data (i.e., tests to detect SAR-CoV-2 including serology testing).
   2) Assist NC DPH in the process of automating the receiving of electronic health record (EHR) data, including electronic case reporting (eCR) and fast healthcare interoperability resources (FHIR)-based eCR to generate initial case reports as specified by NC DPH for the reportable disease within 24 hours and to update over time within 24 hours of a change in information contained in the CDC-directed case report, including death.
   3) Utilize eCR data to ensure data completeness, establish comprehensive morbidity and mortality surveillance, and help monitor the health of the community and inform decisions for the delivery of public health services.

c. Improve understanding of capacity, resources, and patient impact at healthcare facilities through electronic reporting.

   1) Assist NC DPH with required expansion of reporting facility capacity, resources, and patient impact information, such as patients admitted and hospitalized, in an electronic, machine-readable, as well as human-readable visual, and tabular manner, to achieve 100% coverage in jurisdiction and include daily data from all acute care, long-term care, and ambulatory care settings. Use these data to monitor facilities with confirmed cases of COVID-19/SARS-CoV-2 infection or with COVID-like illness among staff or residents and facilities at high risk of acquiring COVID-19/SARS-CoV-2 cases and COVID-like illness among staff or residents.

d. Enhance systems for flexible data collection, reporting, analysis, and visualization.

   1) Make data on case, syndromic, laboratory tests, hospitalization, and healthcare capacity available on health department websites at the county/zip code level in a visual and tabular manner.

e. Establish or improve systems to ensure complete, accurate and immediate (within 24 hours) data transmission to NCCOVID and open website available to the public by county and zip code, that allows for automated transmission of data to NC DPH via NCCOVID.

   1) Track via NC DETECT 100% of emergency department and outpatient visits for COVID-like illness, as well as other syndromes/illnesses, to CDC.
   2) Submit all case reports in an immediate, automated way to CDC for COVID-19/SARS-CoV-2 and other conditions of public health significance with associated required data fields via NCCOVID.
   3) Provide accurate accounting of COVID-19/SARS-CoV-2 associated deaths. Establish electronic, automated, immediate death reporting to CDC with associated required data fields via NCCOVID.
   4) Report requested COVID-19/SARS-CoV-2-related data, including line level testing data (negatives, positives, indeterminants, serology, antigen, nucleic acid) daily by county or zip code to NCCOVID.
   5) Establish these systems in such a manner that they may be used on an ongoing basis for surveillance of, and reporting on, other threats to the public health and conditions of public health significance.

f. Integrate existing LHD electronic health records (EHR) into CVMS Direct.

   CVMS is the COVID-19 Vaccine Management System; CVMS Direct is an integration solution offering for Providers to connect COVID-19 vaccination records with CVMS. Providers submit a standardized flat file from their Electronic Health Records (EHRs) that pass through the Health Information Exchange (HIE) and are loaded directly to CVMS. This NC COVID-19 Vaccine Reporting file (NCVR) contains patient information that complies with today's CVMS workflow across patient registration and vaccination recording, along with appropriate inventory reduction.

   Before the LHD can use the CVMS Direct integration solution, the LHD will need to finalize legal agreements with the HIE, establish connectivity, complete file validations, and pass testing criteria before they can use the CVMS Direct integration. The North Carolina Health Information Exchange Authority (NC HIEA) is responsible for CVMS Direct. Any local health department interested in using CVMS Direct will need to contact NC HIEA at hiea@nc.gov.

5. Use Laboratory Data to Enhance Investigation, Response and Prevention

a. Use laboratory data to initiate case investigations, conduct contact tracing and follow-up, and implement containment measures.

1) Conduct necessary contact tracing including contact elicitation/identification, contact notification, and contact follow-up. Activities could include traditional contact tracing and/or proximity/location- based methods, as well as methods adapted for healthcare-specific and congregate settings.
2) Utilize tools (e.g., geographic information systems and methods) that assist in the rapid mapping and tracking of disease cases for timely and effective epidemic monitoring and response, incorporating laboratory testing results and other data sources.
3) Identify cases and exposure to COVID-19 in high-risk settings or within vulnerable populations to target mitigation strategies.
    a) Assess and monitor infections in healthcare workers across the healthcare spectrum.
    b) Monitor cases and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk healthcare facilities (e.g., hospitals, dialysis clinics, cancer clinics, nursing homes, and other LTCFs).
    c) Monitor cases and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk employment settings (e.g., meat processing facilities), congregate living settings (e.g., prisons, youth homes, shelters), and educational settings (e.g., K-12 schools, colleges and universities).
    d) Work with NC DPH to build local capacity for reporting, rapid containment and prevention of COVID-19/SARS-CoV-2 within high-risk settings or in vulnerable populations that reside in their communities.

b. Implement prevention strategies in high-risk settings or within vulnerable populations (including tribal nations) including proactive monitoring for asymptomatic case detection and increasing opportunities for vaccination of historically marginalized populations and the community. Continue working collaboratively with partners including consideration of funding to address health equity needs of the community. Examples of partners may include but are not limited to:
    1) Tribal affiliates and community-based organizations colleges and universities;
    2) Occupational health settings for large employers;
    3) Churches or religious or faith-based institutions;
    4) Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs);
    5) Pharmacies;
    6) Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes;
    7) Organizations and businesses that employ critical workforce;
    8) First responder organizations;
    9) Non-traditional providers and locations that serve high-risk populations; and other partners that serve underserved populations.
c. Build capacity for infection prevention and control in LTCFs (e.g., at least one Infection Preventionist [IP] for every facility) and outpatient settings.
    1) Build capacity to safely house and isolate infected and exposed residents of LTCFs and other congregate settings.
    2) Develop interoperable patient safety information exchange systems.
d. Assist with enrollment of all LTCFs into NHSN.

e. Increase Infection Prevention and Control (IPC) assessment capacity onsite using tele-ICAR.

f. Perform preparedness assessment to ensure interventions are in place to protect high-risk populations.

1) Coordinate as appropriate with federally funded entities responsible for providing health services to vulnerable populations (e.g., tribal nations and federally qualified health centers).

6. Coordinate and Engage with Partners

a. Partner with NC DPH to establish or enhance testing for COVID-19/SARS-CoV-2.

1) Acquire equipment and staffing to conduct testing for COVID-19/SARS-CoV-2.

2) Support community partners to conduct appropriate specimen collection and/or testing within their jurisdictions.

b. Partner with local, regional, or national organizations or academic institutions to enhance capacity for infection control and prevention of COVID-19/SARS-CoV-2.

1) Build infection prevention and control and healthcare outbreak response expertise in the LHD.

2) Partner with academic medical centers and schools of public health to develop regional centers for IPC consultation and support services.

IV. Performance Measures/Reporting Requirements:

1. Performance Measures

a. **Performance Measure # 1:** The LHD shall have a COVID-19 Testing Plan to ensure access to COVID-19 testing for all symptomatic persons and for those who have had close contact to a known or suspected case of COVID-19 as defined by the CDC, and for those who request or require testing.

b. **Performance Measure # 2:** Via the NCCOVID, the LHD shall report cases of COVID-19 including deaths within 30 days of receipt of the report to the state disease registrar.

c. **Performance Measure # 3**: Via the outbreak module within NCCOVID and the REDCap cluster/outbreak reporting tool, the LHD shall report COVID-19 activity (decline, no change, and increase) in high-risk healthcare facilities (e.g., nursing homes, dialysis centers, LTCFs) and congregate living settings (e.g., prisons, youth homes, shelters) within 2 days of receiving notification of an outbreak/cluster.

d. **Performance Measure #4**: Using the COVID-19 Community Team Outreach (CCTO) Tool software, the LHD shall report close contacts to COVID-19 for at least 50% of people infected with COVID-19.

e. **Performance Measure #5:** Using the COVID-19 Community Team Outreach (CCTO) Tool software, the LHD shall complete the Final Monitoring Outcome variable for 90% of contacts entered after 14 days.

2. Reporting Requirements

The reporting below shall be provided by the LHD to DPH via the Smartsheet dashboard, which can be accessed at https://app.smartsheet.com/b/publish?EQBCT=2a6fdcc2c5da4b39834c3a154e4916cd.

a. The LHD shall complete a **Monthly Financial Report** each month via the Smartsheet dashboard. These monthly financial reports will report on the prior month, with the due dates posted on the Smartsheet dashboard. The first financial report is to report for June 2021 and is due by July 22, 2021.

b. The LHD shall complete a **Program Report** each quarter via the Smartsheet dashboard. These quarterly program reports will report on the prior quarter, with the due dates posted on the Smartsheet dashboard. The first program report is to report for April – June 2021 and is due by July 22, 2021. The quarterly periods for these program reports are defined as:
   - April – June 2021 *
   - July – September 2021
   - October – December 2021
   - January – March 2022

   **April and May 2021 data are from services provided under the Agreement Addendum for state fiscal year 2021.*

c. The LHD shall complete a **COVID-19 Response Plan** via the Smartsheet dashboard. This response plan is to provide information related to the LHD's broader goals and partnerships for COVID-19 preparedness and response. The Smartsheet dashboard will present a series of questions to be answered in a short-answer format, with topics including aspects of testing, contact tracing, vaccination, equity, and preparedness in general. Information about the LHD's COVID-19 Testing Plan will be another topic contained within the COVID-19 Response Plan, and completing the COVID-19 Response Plan will fulfill the requirement listed above in Performance Measure #1.

   The LHD will be providing responses for a single COVID-19 Response Plan and this plan will meet the reporting requirements described under the FY22 Agreement Addenda for this Activity 543 and for Activity 716.

   The COVID-19 Response Plan will receive DPH oversight from the DPH Branch staff members representing each relevant aspect. Any questions the LHD has should be directed to the DPH Division Director's Office at lhdhealthserviceta@dhhs.nc.gov.

   DPH will add the **COVID-19 Response Plan questionnaire** to the Smartsheet dashboard by August 31, 2021. The LHD shall provide its responses no later than September 30, 2021.

V. Performance Monitoring and Quality Assurance:

1. The TATP Nurse Supervisor will review the Local Health Department's program performance through reporting done quarterly by the LHD and by a quarterly review of reports pulled from the NCCOVID, the REDCap cluster/outbreak reporting tool, and the CCTO tool.

2. If the assessment results in compliance concerns, the TATP Nurse Supervisor shall conduct conference calls with the Local Health Department to provide technical assistance in order to rectify the concerns.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with *2 CFR §200.331 – Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
   a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.

   b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is

needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

2. As the LHD is a subrecipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); and/or the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139) the LHD agrees as applicable to the award, to:
   a. comply with existing and/or future directives and guidance from the HHS Secretary regarding control of the spread of COVID-19;
   b. in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and
   c. assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC.
   d. consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the subrecipient is expected to provide to CDC, through DPH, copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

3. In addition to their local procurement rules/policies, the LHD shall comply with the following rules, applying the most restrictive standard where there is a difference between any of the standards:
   a. Federal Uniform Administrative Requirements for Procurement, 45 CFR Part 75 §75.327-335, https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#se45.1.75_1326
      1) Appendix II to Part 75—*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards* may be found here for incorporation into procurement contracts: https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#ap45.1.75_1521.ii

4. Unallowable costs:
   a. Research
   b. Clinical Care
   c. Publicity and propaganda (lobbying):
      1) Other than for normal and recognized executive-legislative relationships, no funds may be used for:
         a) publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
         b) the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
      2) See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients:

https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf

d. All unallowable costs cited in CDC-RFA-CK19-1904 remain in effect, unless specifically amended, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

FY22 Activity: 543 ELC Enhancing Detection Activities **Supplement 1**

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

CFDA #: 93.323	Fed awd date: 01/13/21	Is award R&D? no	FAIN: NU50CK000530	Total amount of fed awd: $ 603677156

CFDA name: Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)

Fed award project description: CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)

Fed awarding agency: DHHS, Centers for Disease Control and Prevention

Federal award indirect cost rate: n/a % %

Subrecipient	Subrecipient DUNS	Fed funds for This **Supplement**	Total of All Fed Funds for This **Activity**
Alamance	965194483	1,357,613	1,756,613
Albemarle	130537822	1,281,824	1,786,498
Alexander	030495105	286,878	286,878
Anson	847163029	50,795	50,795
Appalachian	780131541	483,440	483,440
Beaufort	091567776	365,644	398,146
Bladen	084171628	247,031	410,757
Brunswick	091571349	970,533	970,533
Buncombe	879203560	1,966,436	1,966,436
Burke	883321205	724,702	1,045,123
Cabarrus	143408289	1,733,591	1,915,425
Caldwell	948113402	658,171	755,843
Carteret	058735804	491,825	491,825
Caswell	077846053	120,691	120,691
Catawba	083677138	1,277,858	1,419,771
Chatham	131356607	596,437	960,379
Cherokee	130705072	138,644	138,644
Clay	145058231	89,950	139,796
Cleveland	879924850	784,466	802,255
Columbus	040040016	444,569	478,087
Craven	091564294	818,040	839,607
Cumberland	123914376	2,687,121	2,687,121
Dare	082358631	255,271	255,271
Davidson	077839744	1,342,395	1,348,293
Davie	076526651	329,021	329,021
Duplin	095124798	470,462	956,587
Durham	088564075	2,574,826	3,311,290
Edgecombe	093125375	412,244	477,896
Foothills	782359004	719,660	719,660
Forsyth	105316439	3,061,835	3,415,077
Franklin	084168632	558,113	689,974
Gaston	071062186	1,798,273	2,156,371
Graham	020952383	67,605	67,605
Granville-Vance	063347626	711,460	711,460
Greene	091564591	168,743	249,323
Guilford	071563613	4,302,274	4,791,273
Halifax	014305957	400,535	539,795
Harnett	091565986	1,089,044	1,359,907
Haywood	070620232	456,582	456,582
Henderson	085021470	921,195	921,195
Hoke	091563643	442,374	586,406
Hyde	832526243	16,867	82,799
Iredell	074504507	1,456,100	1,706,352

Subrecipient	Subrecipient DUNS	Fed funds for This **Supplement**	Total of All Fed Funds for This **Activity**
Jackson	019728518	335,455	335,455
Johnston	097599104	1,417,775	1,417,775
Jones	095116935	59,045	126,347
Lee	067439703	494,794	597,753
Lenoir	042789748	423,366	648,946
Lincoln	086869336	689,671	869,762
Macon	070626825	287,190	369,894
Madison	831052873	174,238	262,752
MTW	087204173	783,987	783,987
Mecklenburg	074498353	95,227	95,227
Montgomery	025384603	8,892,940	10,669,002
Moore	050988146	217,631	246,460
Nash	050425677	755,241	1,044,948
New Hanover	040029563	1,871,707	1,871,707
Northampton	097594477	156,041	202,530
Onslow	172663270	1,393,996	1,393,996
Orange	139209659	808,124	808,124
Pamlico	097600456	38,796	105,233
Pender	100955413	491,003	491,003
Person	091563718	236,242	236,242
Pitt	080889694	1,447,579	1,762,971
Polk	079067930	165,980	212,518
Randolph	027873132	1,150,642	1,429,534
Richmond	070621339	359,039	445,281
Robeson	082367871	1,046,187	1,131,923
Rockingham	077847143	728,907	769,225
Rowan	074494014	1,137,995	1,529,284
Sampson	825573975	508,825	724,312
Scotland	091564146	278,901	377,248
Stanly	131060829	502,538	502,538
Stokes	085442705	365,142	374,699
Surry	077821858	572,953	572,953
Swain	146437553	80,113	80,113
Toe River	113345201	279,534	279,534
Transylvania	030494215	275,393	391,967
Union	079051637	1,921,052	2,252,702
Wake	019625961	83,851	83,851
Warren	030239953	122,047	122,047
Wayne	040036170	986,167	1,076,950
Wilkes	067439950	547,918	655,796
Wilson	075585695	655,152	655,152
Yadkin	089910624	301,678	475,725

FY22 Activity: 543 ELC Enhancing Detection Activities **Supplement 2**

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

CFDA #: 93.323	Fed awd date: 05/19/20	Is award R&D? no	FAIN: NU50CK000530	Total amount of fed awd: $ 188951581

CFDA name: Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)

Fed award project description: CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) – Enhancing Detection

Fed awarding agency: DHHS, Centers for Disease Control and Prevention

Federal award indirect cost rate: n/a % %

Subrecipient	Subrecipient DUNS	Fed funds for This **Supplement**	Total of All Fed Funds for This **Activity**
Alamance	965194483	399,000	1,756,613
Albemarle	130537822	504,674	1,786,498
Alexander	030495105	0	286,878
Anson	847163029	0	50,795
Appalachian	780131541	0	483,440
Beaufort	091567776	32,502	398,146
Bladen	084171628	163,726	410,757
Brunswick	091571349	0	970,533
Buncombe	879203560	0	1,966,436
Burke	883321205	320,421	1,045,123
Cabarrus	143408289	181,834	1,915,425
Caldwell	948113402	97,672	755,843
Carteret	058735804	0	491,825
Caswell	077846053	0	120,691
Catawba	083677138	141,913	1,419,771
Chatham	131356607	363,942	960,379
Cherokee	130705072	0	138,644
Clay	145058231	49,846	139,796
Cleveland	879924850	17,789	802,255
Columbus	040040016	33,518	478,087
Craven	091564294	21,567	839,607
Cumberland	123914376	0	2,687,121
Dare	082358631	0	255,271
Davidson	077839744	5,898	1,348,293
Davie	076526651	0	329,021
Duplin	095124798	486,125	956,587
Durham	088564075	736,464	3,311,290
Edgecombe	093125375	65,652	477,896
Foothills	782359004	0	719,660
Forsyth	105316439	353,242	3,415,077
Franklin	084168632	131,861	689,974
Gaston	071062186	358,098	2,156,371
Graham	020952383	0	67,605
Granville-Vance	063347626	0	711,460
Greene	091564591	80,580	249,323
Guilford	071563613	488,999	4,791,273
Halifax	014305957	139,260	539,795
Harnett	091565986	270,863	1,359,907
Haywood	070620232	0	456,582
Henderson	085021470	0	921,195
Hoke	091563643	144,032	586,406
Hyde	832526243	65,932	82,799
Iredell	074504507	250,252	1,706,352
Jackson	019728518	0	335,455
Johnston	097599104	0	1,417,775
Jones	095116935	67,302	126,347
Lee	067439703	102,959	597,753
Lenoir	042789748	225,580	648,946
Lincoln	086869336	180,091	869,762
Macon	070626825	82,704	369,894
Madison	831052873	88,514	262,752
MTW	087204173	0	783,987
Mecklenburg	074498353	0	95,227
Montgomery	025384603	1,776,062	10,669,002
Moore	050988146	28,829	246,460
Nash	050425677	289,707	1,044,948
New Hanover	040029563	0	1,871,707
Northampton	097594477	46,489	202,530
Onslow	172663270	0	1,393,996
Orange	139209659	0	808,124
Pamlico	097600456	66,437	105,233
Pender	100955413	0	491,003
Person	091563718	0	236,242
Pitt	080889694	315,392	1,762,971
Polk	079067930	46,538	212,518
Randolph	027873132	278,892	1,429,534
Richmond	070621339	86,242	445,281
Robeson	082367871	85,736	1,131,923
Rockingham	077847143	40,318	769,225
Rowan	074494014	391,289	1,529,284
Sampson	825573975	215,487	724,312
Scotland	091564146	98,347	377,248
Stanly	131060829	0	502,538
Stokes	085442705	9,557	374,699
Surry	077821858	0	572,953
Swain	146437553	0	80,113
Toe River	113345201	0	279,534
Transylvania	030494215	116,574	391,967
Union	079051637	331,650	2,252,702
Wake	019625961	0	83,851
Warren	030239953	0	122,047
Wayne	040036170	90,783	1,076,950
Wilkes	067439950	107,878	655,796
Wilson	075585695	0	655,152
Yadkin	089910624	174,047	475,725

DPH-Aid-To-Counties For Fiscal Year: 21/22 Budgetary Estimate Number : 1 (BE-0 was voided)

Activity 543 Service Period Payment Period		AA	1173 883A P5 06/01-05/31 07/01-06/30	1175 878A HH 06/01-05/31 07/01-06/30	Proposed Total	New Total
01 Alamance	*	0	1,357,613	399,000	1,756,613	1,756,613
D1 Albemarle	*	0	1,281,824	504,674	1,786,498	1,786,498
02 Alexander	*	0	286,878	0	286,878	286,878
04 Anson	*	0	50,795	0	50,795	50,795
D2 Appalachian	*	0	483,440	0	483,440	483,440
07 Beaufort	*	0	365,644	32,502	398,146	398,146
09 Bladen	*	0	247,031	163,726	410,757	410,757
10 Brunswick	*	0	970,533	0	970,533	970,533
11 Buncombe	*	0	1,966,436	0	1,966,436	1,966,436
12 Burke	*	0	724,702	320,421	1,045,123	1,045,123
13 Cabarrus	*	0	1,733,591	181,834	1,915,425	1,915,425
14 Caldwell	*	0	658,171	97,672	755,843	755,843
16 Carteret	*	0	491,825	0	491,825	491,825
17 Caswell	*	0	120,691	0	120,691	120,691
18 Catawba	*	0	1,277,858	141,913	1,419,771	1,419,771
19 Chatham	*	0	596,437	363,942	960,379	960,379
20 Cherokee	*	0	138,644	0	138,644	138,644
22 Clay	*	0	89,950	49,846	139,796	139,796
23 Cleveland	*	0	784,466	17,789	802,255	802,255
24 Columbus	*	0	444,569	33,518	478,087	478,087
25 Craven	*	0	818,040	21,567	839,607	839,607
26 Cumberland	*	0	2,687,121	0	2,687,121	2,687,121
28 Dare	*	0	255,271	0	255,271	255,271
29 Davidson	*	0	1,342,395	5,898	1,348,293	1,348,293
30 Davie	*	0	329,021	0	329,021	329,021
31 Duplin	*	0	470,462	486,125	956,587	956,587
32 Durham	*	0	2,574,826	736,464	3,311,290	3,311,290
33 Edgecombe	*	0	412,244	65,652	477,896	477,896
D7 Foothills	*	0	719,660	0	719,660	719,660
34 Forsyth	*	0	3,061,835	353,242	3,415,077	3,415,077
35 Franklin	*	0	558,113	131,861	689,974	689,974
36 Gaston	*	0	1,798,273	358,098	2,156,371	2,156,371
38 Graham	*	0	67,605	0	67,605	67,605
D3 Gran-Vance	*	0	711,460	0	711,460	711,460
40 Greene	*	0	168,743	80,580	249,323	249,323
41 Guilford	*	0	4,302,274	488,999	4,791,273	4,791,273
42 Halifax	*	0	400,535	139,260	539,795	539,795
43 Harnett	*	0	1,089,044	270,863	1,359,907	1,359,907
44 Haywood	*	0	456,582	0	456,582	456,582
45 Henderson	*	0	921,195	0	921,195	921,195
46 Hertford			0	0	0	0
47 Hoke	*	0	442,374	144,032	586,406	586,406
48 Hyde	*	0	16,867	65,932	82,799	82,799
49 Iredell	*	0	1,456,100	250,252	1,706,352	1,706,352
50 Jackson	*	0	335,455	0	335,455	335,455

51 Johnston	*	0	1,417,775	0	1,417,775	1,417,775
52 Jones	*	0	59,045	67,302	126,347	126,347
53 Lee	*	0	494,794	102,959	597,753	597,753
54 Lenoir	*	0	423,366	225,580	648,946	648,946
55 Lincoln	*	0	689,671	180,091	869,762	869,762
56 Macon	*	0	287,190	82,704	369,894	369,894
57 Madison	*	0	174,238	88,514	262,752	262,752
D4 M-T-W	*	0	783,987	0	783,987	783,987
60 Mecklenburg	*	0	95,227	0	95,227	95,227
62 Montgomery	*	0	8,892,940	1,776,062	10,669,002	10,669,002
63 Moore	*	0	217,631	28,829	246,460	246,460
64 Nash	*	0	755,241	289,707	1,044,948	1,044,948
65 New Hanover	*	0	1,871,707	0	1,871,707	1,871,707
66 Northampton	*	0	156,041	46,489	202,530	202,530
67 Onslow	*	0	1,393,996	0	1,393,996	1,393,996
68 Orange	*	0	808,124	0	808,124	808,124
69 Pamlico	*	0	38,796	66,437	105,233	105,233
71 Pender	*	0	491,003	0	491,003	491,003
73 Person	*	0	236,242	0	236,242	236,242
74 Pitt	*	0	1,447,579	315,392	1,762,971	1,762,971
75 Polk	*	0	165,980	46,538	212,518	212,518
76 Randolph	*	0	1,150,642	278,892	1,429,534	1,429,534
77 Richmond	*	0	359,039	86,242	445,281	445,281
78 Robeson	*	0	1,046,187	85,736	1,131,923	1,131,923
79 Rockingham	*	0	728,907	40,318	769,225	769,225
80 Rowan	*	0	1,137,995	391,289	1,529,284	1,529,284
D5 R-P-M			0	0	0	0
82 Sampson	*	0	508,825	215,487	724,312	724,312
83 Scotland	*	0	278,901	98,347	377,248	377,248
84 Stanly	*	0	502,538	0	502,538	502,538
85 Stokes	*	0	365,142	9,557	374,699	374,699
86 Surry	*	0	572,953	0	572,953	572,953
87 Swain	*	0	80,113	0	80,113	80,113
D6 Toe River	*	0	279,534	0	279,534	279,534
88 Transylvania	*	0	275,393	116,574	391,967	391,967
90 Union	*	0	1,921,052	331,650	2,252,702	2,252,702
92 Wake	*	0	83,851	0	83,851	83,851
93 Warren	*	0	122,047	0	122,047	122,047
96 Wayne	*	0	986,167	90,783	1,076,950	1,076,950
97 Wilkes	*	0	547,918	107,878	655,796	655,796
98 Wilson	*	0	655,152	0	655,152	655,152
99 Yadkin	*	0	301,678	174,047	475,725	475,725
Totals			72,271,200	11,249,066	83,520,266	83,520,266

Sign and Date - DPH Program Administrator 6-24-21	Sign and Date - DPH Section Chief 06.24.21
Sign and Date - DPH Contracts Office Gremeko Stuart 6/24/2021	Sign and Date - DPH Budget Officer 6/25/2021

06/24/2021

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

Action Item # V. - 17.

From:
Catherine Lytch, DSS Director

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

Issue/Action Requested:
Request that the Board of Commissioners schedule a public hearing on April 18, 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 recommends that the Board of Commissioners set a public hearing on April 18, 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 the Board of Commissioners schedule a public hearing on April 18, 2022 to hear any comments or suggestions on the Public Housing Agency goals, objectives and policies.

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

Action Item # V. - 18.

From:
Cindy Hewett, IT Director

IT - Budget Amendment - Enterprise Backup Yearly Support

Issue/Action Requested:
Request that the Board of Commissioners approve Davenport Group DDVE and DPS4VM contract in the amount of $26,626.00.

Background/Purpose of Request:
Brunswick County IT has been using the "Data Domain Virtual Edition" (DDVE) and "Data Protection Suite" (DPS4VM) for approximately three years as the backup solution for County critical applications and data. This solution provides Brunswick County with backup redundancy with both on-premise and virtual instances. The DDVE (Data Doman Virtual Edition) is our virtual cloud backup appliance and DPS4VM (Data Protection Suite) is the software used to run this service. Having this system in place, allows Brunswick County IT the ability to restore data, in a timely manner, in the event of a security breech or system crash. Funding for the continuation of this service is usually included in the service and maintenance contracts line item within the IT budget. This $26,626 should have been included in the IT Budget Request for FY22 but was mistakenly excluded because of a misunderstanding of the pricing information provided by the vendor. We are requesting a budget amendment for these funds to be added to the current IT budget allowing us to move forward with processing payment without experiencing an interruption in service.

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates $26,626 of Miscellaneous Revenues for the renewal of the Davenport Group support service and maintenance contact for information technologies

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve Davenport Group DDVE and DPS4VM contract in the amount of $26,626.00.

ATTACHMENTS:

Description

- Services Agreement
- Budget Amendment

DocuSign Envelope ID: 7988F860-EC73-434D-BEE3-8515810D7B25

NORTH CAROLINA

SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and The Davenport Group, Inc. (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as "Services") and the agreed upon fees for said Services are set forth on the Quote attached hereto as Exhibit "A" and incorporated herein by reference.

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

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 02/21/2022 (the "Effective Date") and continues in effect until 01/31/2023, 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

DocuSign Envelope ID: 7988F860-EC73-434D-BEE3-8515810D7B25

appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

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

5. INDEPENDENT CONTRACTOR

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

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

6. PROVIDER REPRESENTATIONS

a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;

b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;

DocuSign Envelope ID: 7988F860-EC73-434D-BEE3-8515810D7B25

d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;

e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;

f. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;

g. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);

h. Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;

i. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and

j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

8. NON-ENDORSEMENT AND PUBLICITY

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

DocuSign Envelope ID: 7988F860-EC73-434D-BEE3-8515810D7B25

9. NON-EXCLUSIVITY

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

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

11. DEBARMENT

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

12. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

13. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

DocuSign Envelope ID: 7988F860-EC73-434D-BEE3-8515810D7B25

14. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

15. REMEDIES

a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

   i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

   ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court

DocuSign Envelope ID: 7988F860-EC73-434D-BEE3-8515810D7B25

of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

16. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

17. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

18. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

19. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

20. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future

DocuSign Envelope ID: 7988F860-EC73-434D-BEE3-8515810D7B25

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

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

a. in the public domain through no fault of the Recipient;

b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;

e. disclosed with the prior written consent of the Discloser; or

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

21. OWNERSHIP OF WORK PRODUCT

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

22. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent

DocuSign Envelope ID: 7988F860-EC73-434D-BEE3-8515810D7B25

of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

23. GOVERNING LAW AND VENUE

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

24. DISPUTE RESOLUTION

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

25. GOVERNMENTAL IMMUNITY

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

26. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

27. ENTIRE AGREEMENT

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

28. HEADINGS

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

29. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as

DocuSign Envelope ID: 7988F860-EC73-434D-BEE3-8515810D7B25

the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

30. AMENDMENTS

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

31. NOTICES

a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

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

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

ii. For the Provider: The Davenport Group, Inc.
104 Belfast Ave
Lewisburg, TN 37091

[SIGNATURES APPEAR ON FOLLOWING PAGE]

DocuSign Envelope ID: 7988F860-EC73-434D-BEE3-8515810D7B25

32. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

_____
Clerk to the Board

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[SEAL]

THE DAVENPORT GROUP, INC.

By: Paul Cummings

Printed Name: Paul Cummings

Title: VP of Finance & Operations

Date: 2/14/2022

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

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

APPROVED AS TO FORM

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

DocuSign Envelope ID: 7988F860-EC73-434D-BEE3-8515810D7B25

EXHIBIT "A"

davenportgroup

Brunswick County, NC

DDVE and DPS4VM

DPGQ1421-03

your **davenport group** representative

Andrew Bonner
account executive

andrew.bonner@davenportgroup.com

cell: (802) 770-2715
corporate: 877-231-9114

Davenport Group - Confidential & Proprietary

DocuSign Envelope ID: 7988F860-EC73-434D-BEE3-8515810D7B25

Quote

Prepared For:

Brunswick County, NC
Andrew Byron
45 Courthouse Drive
Bolivia, NC 28422
US
andrew.byron@brunswickcountync.gov

Here is the quote you requested.

Quote Information:

Quote Number: DPGQ1421-03
Date: 1/28/2022
Quote Expiration: 2/25/2022

Qty	Description	Unit Price	Ext. Price
	NC State Contract 204X		
1	**Dell EMC PowerProtect DDVE Subscription**	**$24,648.00**	**$24,648.00**
	Dell EMC PowerProtect DDVE Subscription (90) DD VE Capacity 12 Mo PP Subscription=CA (90) 1 Year ProSupport Mission Critical Data Domain Virtual Edition Capacity Software Support-Maint 1 Year ProSupport Mission Critical Data Domain Virtual Edition Capacity Software Support Contract Storage Software Info		

Continued On Next Page....

DocuSign Envelope ID: 7988F860-EC73-434D-BEE3-8515810D7B25

Qty	Description	Unit Price	Ext. Price
1	**Dell EMC PowerProtect Data Manager**	**$850.00**	**$850.00**
	PowerProtect Software 12Mo Sub=CA		
	(10) RecoverPoint for VMs=IB		
	EMC Granular Recovery Microsoft MID=CA		
	PowerProtect Cyber Recovery=IC		
	PowerProtect Storage Direct DD vD=IA		
	Cloud Disaster Recovery=CC		
	VREALIZE=IA		
	vProtect SU=CA		
	ProSupport Mission Critical PowerProtect Software Support Contract 1 Year		
	ProSupport Mission Critical PowerProtect Subscription SftwrSpt/Maintenance 1 Year		
	Dell EMC PowerProtect Software Subscription		

Continued On Next Page....

DocuSign Envelope ID: 7988F860-EC73-434D-BEE3-8515810D7B25

Qty	Description	Unit Price	Ext. Price
1	**Data Protection Suite for VMWare**	**$1,128.00**	**$1,128.00**
	Storage Software Info		
	CloudBoost AWS Data Protection Suite Enabler		
	Data Protection Central for DPD		
	DPA Single Fed Reporting Server		
	Data Protection Suite for VMware Avamar H Enabler		
	Data Protection Suite for VMware DPA Enabler		
	Data Protection Suite for VMware Search Enabler		
	NW 9.2+ Data Protection Suite Cap Enabler=CA		
	vRealize Data Protection Extension		
	Data Protection Suite for VMware Sockets 1YR=IA		
	(2) Data Protection Suite for Vmware 2TB AVE H Enabler=CA		
	Data Protection Suite for VMware RP4VM Enabler=IB		
	ProSupport Mission Critical Software Entitlement 1 Year		
	ProSupport Mission Critical Data Protection Suite for VMware 1 Socket 1 Year		
	Data Protection Suite for VMWare		
	DDVE DPS4VM Solution SubTotal		**$26,626.00**

Note: The software subscription renewal on this quote is for Brunswick County's backup environment. The software subscription Data Domain Virtual Edition (DDVE) is getting extend support so Dell can address and resolve support tickets. Extended support allows Brunswick County access to patch updates and version upgrades. The software capabilities of DDVE allow Brunswick County to backup to Microsoft Azure (cloud). Davenport Group is the active go between of Brunswick County and Dell ensuring the services are met and not disrupted based on Dell's Terms and Conditions. Dell's terms can be found:

https://www.dell.com/learn/us/en/uscorp1/terms-conditions/commercial-terms-of-sale-us

	Total	**$26,626.00**

Please contact me if I can be of further assistance.

DocuSign Envelope ID: 7988F860-EC73-434D-BEE3-8515810D7B25

Terms and Conditions

Terms of payment are Net 15 days from shipment, unless otherwise agreed upon. Applicable taxes and shipping will be included on your invoice. Davenport Group reserves the right to cancel orders arising from pricing or other errors. A late fee of 1.5% per month will be assessed for all amounts that are past due. The terms of this proposal are subject to credit approval.

Quotes and pricing terms are negotiated between Customer and Davenport Group and may be unique to the Customer. All data and information contained herein and provided by Davenport Group is considered confidential and proprietary. The data and information contained herein may not be reproduced, published, or distributed beyond Customer organization, without the express prior written consent of Davenport Group.

Thank you for your business!

Signature _____ **Date** _____

DocuSign

Certificate Of Completion

Envelope Id: 7988F860EC73434DBEE38515810D7B25 Status: Sent

Subject: iContracts - Signature Request on Document(s). Contract 992899 Davenport (DDVE and DPS4VM)

Source Envelope:

Document Pages: 15 Signatures: 3 Envelope Originator:

Certificate Pages: 5 Initials: 0 Laura Hughes

AutoNav: Enabled laura.hughes@brunswickcountync.gov

EnvelopeId Stamping: Enabled IP Address: 52.207.176.51

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original Holder: Laura Hughes Location: DocuSign

2/10/2022 1:17:43 PM laura.hughes@brunswickcountync.gov

Signer Events	Signature	Timestamp
Paul Cummings paul.cummings@davenportgroup.com VP & Controller Security Level: Email, Account Authentication (None)	Paul Cummings Signature Adoption: Pre-selected Style Using IP Address: 73.23.37.90	Sent: 2/10/2022 1:20:10 PM Resent: 2/14/2022 9:15:41 AM Viewed: 2/14/2022 10:02:09 AM Signed: 2/14/2022 10:03:37 AM
Electronic Record and Signature Disclosure: Accepted: 2/10/2022 2:04:07 PM ID: d9dc7c5d-781b-41e1-8594-50923d5f420d		
Bryan W. Batton bryan.batton@brunswickcountync.gov Asst. County Attorney Brunswick County Government Security Level: Email, Account Authentication (None)	Bryan W. Batton Signature Adoption: Pre-selected Style Using IP Address: 216.99.123.2	Sent: 2/14/2022 10:03:38 AM Viewed: 2/14/2022 1:43:42 PM Signed: 2/14/2022 1:44:08 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Aaron Smith aaron.smith@brunswickcountync.gov Security Level: Email, Account Authentication (None)	Aaron Smith Signature Adoption: Pre-selected Style Using IP Address: 216.99.123.2	Sent: 2/14/2022 1:44:09 PM Viewed: 2/14/2022 1:46:24 PM Signed: 2/14/2022 1:46:55 PM
Electronic Record and Signature Disclosure: Accepted: 2/14/2022 1:46:24 PM ID: 9c9f98cc-0b4b-403b-b9e3-ae66fd8a301b		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Laura Hughes laura.hughes@brunswickcountync.gov Paralegal Brunswick County Government Security Level: Email, Account Authentication (None)		Sent: 2/14/2022 1:46:57 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	2/10/2022 1:20:10 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Brunswick County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Brunswick County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: michael.read@brunswickcountync.gov

To advise Brunswick County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at laura.hughes@brunswickcountync.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Brunswick County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to laura.hughes@brunswickcountync.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Brunswick County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to michael.read@brunswickcountync.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Brunswick County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Brunswick County during the course of your relationship with Brunswick County.

Request Info	
Type	Budget Amendment
Description	Service Maintenance Contract
Justification	Board Meeting 02/21/2022-Appropriate $26,626 of miscellaneous revenue for the renewal of Davenport Group support service and maintenance contract for information technologies.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104210	444000	Information Technology	Service and Maint Contracts	26626	Increase	Debit
100000	383900	General Revenues	Miscellaneous Revenues	26626	Increase	Credit

Total

Grand Total:	53252

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

Action Item # V. - 19.
Operation Services - Tip Fee Exemption Request

From:
Stephanie Lewis, Operation Services Director

Issue/Action Requested:
Request that the Board of Commissioners approve a tip fee exemption at the Brunswick County Landfill for Knotts Landing Road Maintenance Association, Gio Fund and River of Life Baptist Church.

Background/Purpose of Request:
The county has typically waived tipping fees for churches and other non-profit organizations in the past. These organizations have applied to be exempt from tipping fees. The exemption of fees applies to the county landfill in Bolivia and does not include regular household trash or yard debris. These three applications have current 501(c) status as non profit organizations.

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 tip fee exemption at the Brunswick County Landfill for Knotts Landing Road Maintenance Association, Gio Fund and River of Life Baptist Church.

ATTACHMENTS:

Description

- Tip Fee Exemption Application - Gio Fund
- Tip Fee Exemption Application - River of Life Baptist Church
- Tip Fee Exemption Application - Knotts Landing Road Maintenance Association

Brunswick County Solid Waste & Recycling
P.O. Box 249, Bolivia, NC 28422
Phone (910) 253-2520 Fax (910) 253-2539

Application for Charitable Organizations to be Exempt from Tipping Fees at the Brunswick County Transfer Station and C & D Landfill

Please complete the following form and return it to the above address. Completed applications will be reviewed by the Board of Commissioners. If approved, authorized members of your organization will receive a card that should be shown to the Scalehouse Operator at the Landfill in order to dispose of materials free of charge. Up to three officers of your organization will receive this authorization card. In order to dispose of materials for free, an authorized individual from the organization would need to show the card to the Scalehouse Operator. An authorized individual may give the card to another member of the organization as long as the authorized individual calls the Scalehouse Operator in advance. **The exemption from tipping fees does not apply to regular household trash or yard debris. Only materials from the operation of the approved organization qualify for the exemption.**

Name of Organization Gio Fund

Address of Organization 324 Village Rd, Unit Q Leland NC 28451

Phone Number of Organization 910 782 8222

Please briefly describe your organization's mission Gio Fund is a section 501(3)(c) non profit no kill animal welfare fundraising organation serving the greater Wilmington NC. area.

Please briefly explain why your organization needs to be exempt from tipping fees Gio Fund 501(3)(c) non profit organization has a thrift store, the community donates items which supports our cause

Please list the name, title, home address and phone number of each officer that would be authorized to dispose of materials at the Landfill. Each of these individuals would need to read and sign this form to indicate that they understand the terms of the exemption.

	Name	Title	Address	Phone	Signature
1)	Chris Rogers	Founder	2614 Snowball Ct Leland NC 28451	9179758383	
2)					
3)					

Brunswick County Solid Waste & Recycling
P.O. Box 249, Bolivia, NC 28422
Phone (910) 253-2520 Fax (910) 253-2539

Application for Charitable Organizations to be Exempt from Tipping Fees at the Brunswick County Transfer Station and C & D Landfill

Please complete the following form and return it to the above address. Completed applications will be reviewed by the Board of Commissioners. If approved, authorized members of your organization will receive a card that should be shown to the Scalehouse Operator at the Landfill in order to dispose of materials free of charge. Up to three officers of your organization will receive this authorization card. In order to dispose of materials for free, an authorized individual from the organization would need to show the card to the Scalehouse Operator. An authorized individual may give the card to another member of the organization as long as the authorized individual calls the Scalehouse Operator in advance. **The exemption from tipping fees does not apply to regular household trash or yard debris. Only materials from the operation of the approved organization qualify for the exemption.**

Name of Organization River of Life Baptist Church

Address of Organization 8411 Ocean Highway West Sunset Beach, NC 28468

Phone Number of Organization 910-579-8411

Please briefly describe your organization's mission

To share Jesus' love with our community.

Please briefly explain why your organization needs to be exempt from tipping fees

Community outreach project debris. example: Wheelchair Ramps, Etc.

Please list the name, title, home address and phone number of each officer that would be authorized to dispose of materials at the Landfill. Each of these individuals would need to read and sign this form to indicate that they understand the terms of the exemption.

	Name	Title	Address	Phone	Signature
1)	Willis Herman	Elder		919-971-1798	Willis Herman
2)	Tim Abernethy	Deacon		910-386-4549	Tim Abernethy
3)	Jeff Stutts	Deacon		910-233-7429	Jeff Stutts

Brunswick County Solid Waste & Recycling
P.O. Box 249, Bolivia, NC 28422
Phone (910) 253-2520 Fax (910) 253-2539

Application for Charitable Organizations to be Exempt from Tipping Fees at the Brunswick County Transfer Station and C & D Landfill

Please complete the following form and return it to the above address. Completed applications will be reviewed by the Board of Commissioners. If approved, authorized members of your organization will receive a card that should be shown to the Scalehouse Operator at the Landfill in order to dispose of materials free of charge. Up to three officers of your organization will receive this authorization card. In order to dispose of materials for free, an authorized individual from the organization would need to show the card to the Scalehouse Operator. An authorized individual may give the card to another member of the organization as long as the authorized individual calls the Scalehouse Operator in advance. **The exemption from tipping fees does not apply to regular household trash or yard debris. Only materials from the operation of the approved organization qualify for the exemption.**

Name of Organization KNOTTS LANDING ROAD MAINTENANCE ASSN.

Address of Organization 402 ELLIS RD SE BOLIVIA NC 28422

Phone Number of Organization 704-200-6124 TAX ID - 84-5081773

Please briefly describe your organization's mission MAINTAIN ROAD DEVELOPE AND GROW COMMON AREA MAINTAIN COMMUNITY

Please briefly explain why your organization needs to be exempt from tipping fees COMMON AREA CONSTRUCTION PROJECTS, ENVIRONMENTAL CLEANUP OF ROAD AND COMMUNITY

Please list the name, title, home address and phone number of each officer that would be authorized to dispose of materials at the Landfill. Each of these individuals would need to read and sign this form to indicate that they understand the terms of the exemption.

	Name	Title	Address	Phone	Signature
1)	MICHAEL BARHAM	TREAS.	402 ELLIS RD	704-200-6124	
2)	DANIEL BARTH	PRES.	432 ELLIS RD	617-921-0260	
3)	RICK CARTER	VP.	390 Ellis Rd. SE	502-931-5266	

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

Action Item # V. - 20.
Operation Services - Water Management Projects

From:
Stephanie Lewis, Operation Services Director

Issue/Action Requested:
Request that the Board of Commissioners approve the proposed water management project by the mosquito control division.

Background/Purpose of Request:
Operation Services' Mosquito Control division has historically performed these types of water management projects in Brunswick County. The mosquito control division has obtained the appropriate approvals from the US Army Corps of Engineers and the state of North Carolina to perform this project.

The 2968 Tropical Ave SW Project is located at 2968 Tropical Avenue SW, Supply, NC. The project consists of removing thirty feet of silt/debris from the ditch to the original depth of construction and cleaning out one hundred and fifty feet of woody debris from the existing drainage ditch located at the end of Tropical Trail Avenue SW and behind homes on Indigo Branch Road SW (in Old Ferry Estates). All silt debris will be taken to the Brunswick County Landfill and woody debris will be placed in uplands. All disturbed areas will be seeded with coastal grass seed mix to prevent erosion. This project will take approximately sixteen hours to complete. Projected equipment costs for the project are as follows: Excavator (OSE126) 6 hours, $234; Flat Bed Dump Truck (OS-07-92) 8 hours, $200; Trailer (OS-00-39) 4 Hours, $40; Pickup Truck (OS-19-103) 4 hours, $91.40, chainsaws, gas and oil, $70.00. Projected material costs for coastal grass seed mix is $25.00. Projected man hours for the project are as follows: project coordinator, 16 hours, $533.28; operator, 16 hours, $441.12; and truck driver-laborer, 16 hours, $381.60. The estimated total cost of the project is $2,016.40.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Reccomend that the Board of Commissioners approve the proposed water management project by the mosquito control division.

ATTACHMENTS:

Description

- Correspondence & Approval

From: Beecher, Gary H CIV USARMY CESAW (USA)
To: Abram Young
Cc: Snider, Holley
Subject: FW: 2968 Tropical AVE Project Brunswick County, NC
Date: Monday, January 3, 2022 12:32:35 PM
Attachments: 2968 TROPICAL AVE SW Streams.pdf
2968 Tropical AVE SW Soils.pdf
2968 TROPICAL AVE SW Parcels.pdf
2968 TROPICAL AVE SW Orthophotography.pdf
2968 TROPICAL AVE SW LIDAR.pdf
2968 TROPICAL AVE SW Scope of Work.docx
2968 Tropical Avenue USACE lidar.pdf

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

Abram,
I hope you and your family had a Merry Christmas and a Happy New Year.
I've gone ahead an given this one a Corps project number so I can keep track of it.

USACE Project ID:
SAW-2022-00025

Based on the QL2 Lidar, it looks like the work will take place in a ditch that probably feeds into the Indigo Branch? Since it's a ditch and the plan is to remove accumulated sediment and restore the ditch back to its original depth, I don't think a Corps permit or application will be required. It will fit under our Non-Notifying NWP 3 for Maintenance work.

I've copied Holly (DWQ) on this email, so she can respond and give her opinion on what the state will require.
Respectfully,
Gary

From: Abram Young <Abram.Young@brunswickcountync.gov>
Sent: Tuesday, December 21, 2021 12:07 PM
To: Beecher, Gary H CIV USARMY CESAW (USA) <Gary.H.Beecher@usace.army.mil>
Subject: [Non-DoD Source] 2968 Tropical AVE Project Brunswick County, NC

Good morning,

Happy holidays and I hope you are doing well. We have a small project Brunswick County is developing off 2968 Tropical AVE near the Holden Beach area. I have attached some maps and a scope of work. The proposed project will remove 30 FT. of silt/debris from the ditch taking it back to the original depth of construction with a small excavator and clean by hand 150 FT of woody debris removal. Please let me know if an ePCN is needed and I will fill one out. Thanks for all the help.

Regards,

Abram Young
910-253-2511

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

Action Item # V. - 21.

From: Register of Deeds - Preservation of Record Books
Brenda M. Clemmons, Register of Deeds

Issue/Action Requested:
Request that the Board of Commissioners concur and authorize removal of records from the Register of Deed's office to the Kofile Technologies facility for a period of no more than 90 days from the approval of said Board.

Background/Purpose of Request:
In accordance with the provisions of G.S. 132-7, record books should be copied or repaired, renovated or rebound if worn, mutilated, damaged, or difficult to read; further when such has been determined by the agency of government that by law retains them, that such are in need of repairs and such repairs require the record be removed from the building or office in which such records are ordinarily kept for the length of time required to repair, restore, or rebind them. The Board of Commissioners in this case may authorize the Register of Deeds to allow the removal of said records for the time needed to make repairs.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners concur and authorize removal of records from the Register of Deed's office to the Kofile Technologies facility for a period of no more than 90 days from the approval of said Board.

ATTACHMENTS:

Description

- Kofile Technologies Quote FY22

KOFILE TECHNOLOGIES

February 12, 2021

Brunswick County
Brenda M. Clemmons, Register of Deeds
75 Courthouse Drive
Bolivia, NC 28422

Dear Ms. Clemmons,

Please find enclosed the results of my recent survey of your records with reference to conservation treatment of your historical records.

Our recommendations for the conservation of your records include deacidification, adhesive removal and reinforcement of paper as necessary (with repair or replacement of index tabs where indicated) resewing, rebinding or archival grade polyester encapsulation, as appropriate. The deacidification process, which halts the inevitable self-destruction of acidic paper, should be considered whenever conservation or even long term storage of unique records is evaluated.

Kofile Preservation has specialized in the deacidification (chemical treatment) and repair of public records since 1974. During this time we have performed conservation services for over 3000 municipal and county records management facilities.

Deacidification will be performed after careful testing of paper and inks. Aqueous or non-aqueous deacidification methods will be determined by the conservation lab professionals. All pressure sensitive adhesive materials are removed. Mending is done using Japanese tissue and reversible adhesives. Books are resewn with linen thread and bound in leather or other cover material of choice using acid-free materials and easily reversible adhesives. Where appropriate, archival grade polyester envelope encapsulation with placement of materials into custom post binders replaces rebinding.

Please contact us at 804-564-1231 with any questions or comments or to arrange transportation of your documents.

Sincerely;

Greg Brooks

Conservation Proposal
Februaary 12, 2021

Brunswick	**MARRIAGES- 1962-1968**	**$3,660.00**
Brunswick	**MARRIAGES- 1969-1972**	**$3,808.00**
Brunswick	**MARRIAGES- 1973-1975**	**$3,876.00**
Brunswick	**MARRIAGES- 1976-1978**	**$3,552.00**
Brunswick	**MARRIAGES- 1979-1981**	**$3,668.00**
Brunswick	**MARRIAGES- 1982-1983**	**$3,752.00**
Brunswick	**MARRIAGES- 1984-1985**	**$3,885.00**
Brunswick	**MARRIAGES- 1986-1987**	**$3,864.00**
Brunswick	**MARRIAGES- 1988-1989**	**$3,990.00**
Total		**$33,755.00**

Condition: Documents in poor condition. Paper is acidic. Many items have been previously folded. All will requires stabilization, mending and or flattening. Repairs with pressure sensitive tape noted.

Treatment: Documents to be cataloged and assessed for condition upon receipt. Pressure sensitive tape and previous mends to be removed to the extent possible without causing damage to paper and inks. Paper deacidified. All major chips and tears to be mended with Japanese tissue. Certificates to be flattened and then placed into envelopes of 2 mil archival grade polyester with infrared welded seams, (three sided seal). Envelopes to be placed into new recorder binders.

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

Action Item # V. - 22.

From:
Elizabeth Bynum

Sheriff's Office - Body Cameras Donation Resolution

Issue/Action Requested:
Request that the Board of Commissioners authorize a resolution allowing for the donation of 25 VISTA body cameras to the Basic Law Enforcement Training program at Brunswick Community College.

Background/Purpose of Request:
These VISTA body cameras are out of warranty and no longer compatible with the Sheriff's Office's existing system, but could be a great asset to train prospective law enforcement officers on how to properly use a body camera.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners authorize a resolution allowing for the donation of 25 VISTA body cameras to the Basic Law Enforcement Training program at Brunswick Community College.

ATTACHMENTS:

Description

- Resolution

County of Brunswick

Office of the County Commissioners

RESOLUTION AUTHORIZING THE BRUNSWICK COUNTY SHERIFF TO TRANSFER OWNERSHIP OF LAW ENFORCEMENT BODY CAMERAS NO LONGER NECESSARY OR USEFUL FOR LAW ENFORCEMENT PURPOSES

WHEREAS, the Brunswick County Board of Commissioners, on behalf of the citizens of Brunswick County, wish to support another governmental unit in Brunswick County seeking to make the County a better place for its residents; and

WHEREAS, pursuant to N.C.G.S. § 160A-280, personal property that the Board of Commissioners deems to be surplus, obsolete, or unused may be donated to another governmental unit within the United States, a sister county, or a non-profit organization incorporated by the United States, one of the United States, or the District of Columbia; and

WHEREAS, Brunswick Community College is a tax-supported, public, non-profit school located in Brunswick County, which was established by the North Carolina Legislature in July 1979; and

WHEREAS, the Brunswick County Sheriff has twenty-five (25) VISTA body cameras, fixed assets of Brunswick County, that are no longer suitable or useful for law enforcement or other County purposes; and

WHEREAS, the Brunswick County Sheriff requests that he be allowed to transfer ownership and possession of the above-described equipment to Brunswick Community College.

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

1. That the Sheriff, or his designee, is hereby authorized to transfer ownership and possession of the twenty-five (25) VISTA body cameras that are no longer useful or necessary for law enforcement or other County purposes from Brunswick County to Brunswick Community College.

2. That the transfer of the above-described vehicle is "AS IS, WHERE IS" and without any warranties, express or implied.

3. That this resolution shall be effective upon adoption.

Adopted this the 21st day of February, 2022.

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:

_____
Daralyn Spivey, NCCCC
Clerk to the Board

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

Action Item # V. - 23.
Sheriff's Office - MOU with FBI for Firing Range Use

From:
Elizabeth Bynum

Issue/Action Requested:
Request that the Board of Commissioners authorize the County Manager to execute a Memorandum of Understanding (MOU) with the Federal Bureau of Investigation (FBI) for the usage of the Firing Range. The County Manager would also be approved to execute any possible amendments during the term.

Background/Purpose of Request:
The FBI's usage of the Firing Range brings in revenues for the County in the amount of $6,000 annually. The term of the MOU is five years; the last MOU was signed in 2017.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners authorize the County Manager to execute a Memorandum of Understanding (MOU) with the Federal Bureau of Investigation (FBI) for the usage of the Firing Range. The County Manager would also be approved to execute any possible amendments during the term.

ATTACHMENTS:

	Description
🗋	MOU

DocuSign Envelope ID: 3BA0F3C5-C66C-44F7-A5D1-C1AE80D3473B

MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL BUREAU OF INVESTIGATION
AND THE BRUNSWICK COUNTY SHERIFF'S OFFICE

A. PURPOSE

This Memorandum of Understanding (MOU) constitutes a professional service and/or shared-use agreement between the Federal Bureau of Investigation (hereinafter "FBI") and the Brunswick County Sheriff's Office (hereinafter "BCSO") wherein BCSO will make available to the FBI, BCSO's firearms ranges (hereinafter "Facilities ") for firearms and related law enforcement training as described below. As used in this MOU, the term "Parties" describes BCSO and the FBI. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the U. S., or the officers, employees, agents or other associated personnel thereof.

B. AUTHORITIES

Authority to enter into this agreement can be found at 28 U.S.C., Section 533; 34 U.S.C., Section 10211 and 28 C.F.R., Section 0.85 and applicable United States Attorney General Guidelines.

C. USE OF FACILITIES

BCSO agrees to allow the FBI full use of the Facilities which are located at 191 Federal Way, NW, Supply, North Carolina 28422 (Outdoor Range), and 1040 Calabash Road, NW, Calabash, North Carolina 28422 (Indoor Simunition Facility) to conduct regular and specialized firearms training, special weapons and tactics training, and related demonstrations and events, together with necessary rights of ingress and egress to the Facilities. BCSO will be responsible for the maintenance of the Facilities, including any improvements and additions.

The Parties will meet as soon as practical after the MOU is executed for the current calendar year and prior to January 1 of each year thereafter for the following calendar year and agree on a schedule for FBI usage . The schedule and any changes in the schedule for the FBI use of the Facilities shall be approved in writing by BCSO's Senior Firearms Instructor. Requests by the FBI for scheduling change(s) will be made consistent with the Use provisions of this Agreement.

The FBI shall have access to the facility for firearms training for up to twelve (12) days per fiscal year. The FBI shall have scheduling preference over all other outside agencies with BCSO retaining first priority with the following exception. Once the FBI has scheduled its twelve (12) calendar days per fiscal year, any rescheduling request by the FBI will not affect the days already scheduled by other departments. The FBI will not schedule other local agencies' range usage, and days assigned to the FBI are for the FBI's own use exclusively.

The FBI shall use reasonable due care in its use of the Facilities and shall be responsible to BCSO for conducting all activities in a safe and prudent manner and so as not to endanger others while on BCSO property. The FBI shall return the Facilities to BCSO after each use in the same condition as before its use, except for reasonable wear and tear. If the range is damaged due to the actions of any FBI employees at the range, beyond reasonable wear and tear, the FBI agrees to immediately notify BCSO and be financially responsible to BCSO for

DocuSign Envelope ID: 3BA0F3C5-C66C-44F7-A5D1-C1AE80D3473B

any necessary repairs. BCSO has no intention or obligation to staff the Facilities during FBI use.

D. RULES AND REGULATIONS

The FBI, its agents, employees, agree to abide by all rules and regulations, including the BCSO Outdoor Range Protocol attached to this document, which may now or hereafter be promulgated or adopted by BCSO relative to regulation of activities at the Facilities or on BCSO property.

The FBI agrees that no activity will be conducted at the Facilities or on BCSO property by the FBI, its agents and employees during the term of this MOU that is in violation of the laws and regulations of the United States, the State of North Carolina, the County of Brunswick, or any agencies or departments thereof, including, but not limited to environmental laws.

E. SUPERVISION/ACKNOWLEDGEMENT OF RISK

All agents or employees being trained by the FBI, at the range at the request of the FBI, will be at all times under direct supervision of authorized FBI instructors. The FBI, as an agency of the United States Government, is self-insured. United States Government liability for claims for personal or property damage, including death, caused by the negligent or wrongful acts or omission of FBI employees acting within the scope of their employment is determined under the terms and conditions of the Federal Tort Claims Act (28 U.S.C., Sections 1346(b) and 2671, et seq.). Appropriate claims and judgments against the United States, to include claims made under the Federal Torts Claims Act, are paid out of the Judgment Fund (31 U.S.C., Section 1304).

The FBI is responsible for ensuring that all personnel using the Facilities, while they are assigned to or otherwise being used by the FBI, understand and agree that use of the Facilities is an inherently dangerous activity and that in consideration for being allowed to use the Facilities, each individual assumes the risk of any injuries that may occur while using the Facilities.

BCSO expressly disclaims any and all liability for damage or injury to FBI personnel related to this MOU. This disclaimer shall not apply to conduct defined as intentional misconduct by BCSO. BCSO shall not be liable for theft, vandalism or pilferage of the Facilities or any items contained therein during the use of the Facilities by the FBI.

F. TERM, AMENDMENT AND TERMINATION

This MOU becomes effective when approved by the Parties identified below and will remain in effect for five (5) years thereafter, with the MOU being reviewed and amended as needed by the Parties.

Either party may terminate this MOU upon thirty (30) days written notification to the other party. Such notice will be the subject of immediate consultation to the parties to decide upon the appropriate course of action.

G. GOVERNING LAW

This MOU is not intended to be enforceable in any court or administrative forum. The parties will seek to resolve any disputes regarding this agreement by mutual consideration between the FBI Special Agent in Charge and the BCSO Sheriff. This MOU is not intended and

DocuSign Envelope ID: 3BA0F3C5-C66C-44F7-A5D1-C1AE80D3473B

should not be construed to create any right or benefit, substantive or procedural, enforceable at law or otherwise among or against any of the parties, their parent agencies, the United States, or the officers, employees, agents or other associated personnel thereof.

H. FORCE MAJEURE

Neither BCSO or the FBI shall be deemed in default hereunder if either Party is prevented from performing any of the obligations by reason of strikes, labor disputes, acts of God, acts of the public enemy, acts of the government, or sabotage or any other circumstances for which it is not responsible or which are not within its control.

I. FUNDING

Contingent on the availability of funds, the FBI will provide BCSO with $6,000 per fiscal year as reimbursement of costs associated with use of the facility by the FBI. Such requests should be forwarded by the appropriate BCSO official to the FBI POC and Special Agent in Charge for review, approval, and processing for payment.

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Even where one party has agreed (or later does agree) to assume a particular financial responsibility, written agreement must be obtained before incurring an expense expected to be assumed by another party. All obligations of and expenditures by the parties are subject to their respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

J. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties.

DocuSign Envelope ID: 3BA0F3C5-C66C-44F7-A5D1-C1AE80D3473B

FEDERAL BUREAU OF INVESTIGATION

2/9/2022

Date

David P. Yates
Contracting Officer
Finance Division
National Acquisitions Programs Unit (NAPU)

BRUNSWICK COUNTY SHERIFF'S OFFICE

2/9/2022

Sheriff John W. Ingram, V — Date

BRUNSWICK COUNTY

Chairman, Board of Commissioners — Date

ATTEST:

Clerk to the Board

[SEAL]

APPROVED AS TO FORM

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

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

Action Item # V. - 24.

From:
Elizabeth Bynum

Sheriff's Office - Trade-In of Motorcycles and Purchase of Motorcycles

Issue/Action Requested:
Request that the Board of Commissioners approve the trade-ins of two Harley-Davidsons to purchase two Harley-Davidsons. The total value of the motorcycles and needed equipment, after trade-ins, is $40,286.28 and will be covered using existing vehicle insurance revenues.

Background/Purpose of Request:
The two existing Harley-Davidsons in the County's possession are a 2009 and 2010 that are no longer serviceable. Both vehicles, and associated tax, tags, and other fees, come to a total of $30,566.28; the total equipment cost for both motorcycles is $9,720.

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates $40,287 of insurance proceeds for the two motorcycles and associated equipment

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the trade-ins of two Harley-Davidsons to purchase two Harley-Davidsons. The total value of the motorcycles and needed equipment, after trade-ins, is $40,286.28 and will be covered using existing vehicle insurance revenues.

ATTACHMENTS:

Description

- Quote and Trade Value -- Beach House Harley
- Budget Amendment
- Quote 2
- Quote 3

Gmail **Elizabeth Bynum <ebynum.bcso@gmail.com>**

Fwd: 2022 Police Bikes

Daniel Little <fsgt.little@gmail.com> Mon, Jan 31, 2022 at 11:19 AM
To: Elizabeth Bynum <ebynum.bcso@gmail.com>

Sent from my iPhone

Begin forwarded message:

From: Adam Ibrahim <adam@nrhd.com>
Date: January 28, 2022 at 2:36:21 PM EST
To: fsgtlittle@gmail.com
Subject: 2022 Police Bikes

Daniel,

Here is the information you requested. The trade values did decrease slightly.

2022 FLHTP 18039.00 – 2009 FLHTP 2700 + 349.00 DOC Fee = $15688.00

2022 FLHTP 18039.00 – 2010 FLHTP 4800 + 349.00 DOC Fee = $13588.00

I have attached the quote for the tour pack, front passing lamps, speaker and mic. The bikes are no longer equipped with the speak and mic so I added to the quote. Let me know if you have any questions.

Respectfully,

Adam Ibrahim

General Sales Manager

Beach house Harley-Davidson

100 Harley-Davidson Dr

Shallotte NC 28470

Office: 910-575-9997

Mobile: 910-620-3649

Fax: 910-754-5271

Email: adam@nrh-d.com

brunswickcountysheriff2022.pdf
268K

Request Info	
Type	Budget Amendment
Description	Insurance Proceeds
Justification	Board Meeting 02/21/2022-Appropriate insurance proceeds of $40,287 for the purchase of two motorcycles and associated equipment, after trade-in of SD285 and SD317 (2009 and 2010 motorcycles that are no longer in service)
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	383913	Sheriff's Office	Insurance Refund	40287	Increase	Credit
104310	454000	Sheriff's Office	Cap Outlay-Vehicle on Road	30567	Increase	Debit
104310	426210	Sheriff's Office	Patrol Vehicle Equip < $5 000	9720	Increase	Debit

Total	
Grand Total:	80574

Gmail **Elizabeth Bynum <ebynum.bcso@gmail.com>**

Fwd: 2022 Police MC

Daniel Little <fsgt.little@gmail.com> Wed, Feb 9, 2022 at 11:05 AM
To: Elizabeth Bynum <ebynum.bcso@gmail.com>

Sent from my iPhone

Begin forwarded message:

From: Jeff Ryan <JeffRyan@cchd.com>
Date: February 9, 2022 at 10:50:34 AM EST
To: fsgtlittle@gmail.com
Subject: 2022 Police MC

Daniel,

2022 FLHTP 22999.00 – 2009 FLHTP 1700 + 549.00 DOC Fee = $21848.00
2022 FLHTP 22999.00 – 2010 FLHTP 2800 + 549.00 DOC Fee = $20748.00

We don't offer police equipment so you'll need to equip them somewhere else.

Thank you,

Jeff Ryan
Sales Manager
Carolina Coast Harley-Davidson
6620 Market St
Wilmington, NC 28405
Office: (910) 791-9997
Fax: (910) 753-0850

Gmail **Elizabeth Bynum <ebynum.bcso@gmail.com>**

Fwd: Police Bikes

Daniel Little <fsgt.little@gmail.com> Wed, Feb 9, 2022 at 11:07 AM
To: Elizabeth Bynum <ebynum.bcso@gmail.com>

Sent from my iPhone

Begin forwarded message:

From: Jon Arnn <Jon@nrhd.com>
Date: February 9, 2022 at 11:05:32 AM EST
To: fsgtlittle@gmail.com
Subject: Police Bikes

Daniel,

Thank you for choosing New River H-D for your 2022 H-D Police motorcycles.

2022 FLHTP 23999.00 – 2009 FLHTP 2000 + 549.00 DOC Fee = $22548.00

2022 FLHTP 23999.00 – 2010 FLHTP 3000 + 549.00 DOC Fee = $21548.00

Our police equipment packages start at 12053.00 per bike.

Thank you,

Jon Arnn

General Sales Manager

New River Harley-Davidson

2394 Wilmington Hwy

Jacksonville NC 28540

Office: 910-346-9997

Fax: 910-346-9918

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

Action Item # V. - 25.

From:
Jeff Niebauer

Tax Administration - Annual Tax Advertisement Order for 2021 Unpaid Tax Liens

Issue/Action Requested:
Request that the Board of Commissioners approve the advertisement of 2021 unpaid tax liens on real property.

Background/Purpose of Request:
Advertisement of the 2021 paid tax liens on real property in the local newspaper as required by G.S. 105-369.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the advertisement of 2021 unpaid tax liens on real property.

ATTACHMENTS:

Description

- 2022 Order to Advertise 2021 Unpaid Taxes

County of Brunswick

OFFICE OF THE TAX ADMINISTRATOR
PO BOX 269, BOLIVIA, NC 28422
910-253-2829 TELEPHONE
910-253-2861 FAX
TAXADMIN@BRUNSWICKCOUNTYNC.GOV
WWW.BRUNSWICKCOUNTYNC.GOV

JEFFERY P NIEBAUER
TAX ADMINISTRATOR

TONY MASIERO
ASST. TAX ADMINISTRATOR

MELINDA ORE
DEPUTY TAX COLLECTOR

Order for Advertisement of 2021 Unpaid Tax Liens on Real Property

As required by G.S. 105-369 ADVERTISEMENT OF UNPAID TAX LIENS ON REAL PROPERTY

It is hereby ordered that the Tax Collector will cause to have published once in the local newspaper all unpaid 2021 tax liens on real property during the period prescribed by law. The Advertisement will combine the liens of the County of Brunswick, Smithville Township, Sunset Beach, Caswell Beach, Village of Bald Head Island, Carolina Shores, Calabash, Boiling Spring Lakes, Southport, Shallotte, Bolivia, Navassa, Belville, Sandy Creek, Varnamtown, Northwest, St. James, Leland, Bald Head Island MSD Zone A & B, and the Fire District Fees thereon.

Date_____

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

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

Action Item # V. - 26.

From:
Jeff Niebauer

Tax Admin - February 2022 MV Discovery Valuation & Levy for January 2022

Issue/Action Requested:
Request that the Board of Commissioners approve the February 2022 motor vehicle valuation and levy discoveries created in January 2022.

Background/Purpose of Request:
To accept the value and charge the tax collector with the levy as specified for each tax jurisdiction.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the February 2022 motor vehicle valuation and levy discoveries created in January 2022.

ATTACHMENTS:

Description

- February 2022 MV Val & Levy Memo (January 2022)
- February 2022 (January 2022) MV Val & Levy Discovery Totals
- February 2022 MV Val & Levy Discovery Scroll (January 2022)

County of Brunswick

OFFICE OF THE TAX ADMINISTRATOR
PO BOX 269, BOLIVIA, NC 28422
910-253-2829 TELEPHONE
910-253-2861 FAX
WWW.BRUNSWICKCOUNTYNC.GOV

JEFFERY P NIEBAUER
TAX ADMINISTRATOR

TONY MASIERO
ASST TAX ADMINISTRATOR

MELINDA ORE
DEPUTY TAX COLLECTOR

MEMORANDUM

TO: Brunswick County Board of Commissioners

FROM: Jeffery P Niebauer, Tax Administrator

DATE: February 1, 2022

SUBJECT: January 2022 Motor Vehicle Discovery Valuation & Levy

Attached please find the January 2021 motor vehicle discovery valuation and levy effective February 1, 2021, for motor vehicle discoveries in Brunswick County and related municipalities and Dosher Hospital District.

Please accept these valuations and charge the county tax collector with the levy as specified for each taxing jurisdiction per said attachment.

Thank you and if you have any questions, please contact me at your convenience.

cc: Aaron Smith, Director of Fiscal Operations

JANUARY 2022 MV VAL AND LEVY DISCOVERY TOTALS

		Tax Amt	Appr Value	Spec Eq Val	# of Bills	RATE
	COUNTY	156.32	40,460		3	0.4850
	DOSHER HOSPITAL					0.0400
25	BELVILLE					0.0900
20	BOILING SPRING LAKES					0.2820
23	BOLIVIA					0.0500
19	CALABASH					0.0875
18	CAROLINA SHORES					0.1016
16	CASWELL BEACH					0.2700
13	HOLDEN BEACH					0.2000
31	LELAND					0.2500
24	NAVASSA					0.2300
28	NORTHWEST					0.2400
14	OAK ISLAND					0.2800
12	OCEAN ISLE BEACH					0.1639
29	ST JAMES					0.0600
26	SANDY CREEK					0.2500
22	SHALLOTTE					0.3525
21	SOUTHPORT					0.2956
11	SUNSET BEACH	51.58	40,460		3	0.1600
27	VARNAMTOWN					0.5000
17	VILLAGE OF BHI					0.6863

Account:202180000400 Yr:2014 Make:BMW Body:4S Tag:RCX5929 Title:77006418060763N Bill Date:01/27/2022 Bill#:2021-800004
Owner:GEIGER JOSIE DANIELLE VIN: WBA3B1G58ENT00231
406 31ST ST Issue Date: 03/01/2019 Expire Date: 03/31/2020 I/R: R Situs: 11
Motor Vehicle Value: 16,980
SUNSET BEACH NC 28468 Special Equip Value: 0 Truck Type: Speq Year New:0

Tax Description	Assessed	Real Exempt	Pers Exempt	Net Assessd	Tax Rate	Amount	Penalty	Total
BRUNSWICK COUNTY	16,980	0	0	16,980	0.485000	82.35	0.00	82.35
SUNSET BEACH	16,980	0	0	16,980	0.160000	27.17	0.00	27.17
								109.52*

Account:202180000500 Yr:2014 Make:BMW Body:4S Tag:RCX5929 Title:77006418060763N Bill Date:01/27/2022 Bill#:2021-800005
Owner:GEIGER JOSIE DANIELLE VIN: WBA3B1G58ENT00231
406 31ST ST Issue Date: 03/01/2020 Expire Date: 03/30/2021 I/R: R Situs: 11
Motor Vehicle Value: 12,510
SUNSET BEACH NC 28468 Special Equip Value: 0 Truck Type: Speq Year New:0

Tax Description	Assessed	Real Exempt	Pers Exempt	Net Assessd	Tax Rate	Amount	Penalty	Total
BRUNSWICK COUNTY	12,510	0	0	12,510	0.485000	60.67	0.00	60.67
SUNSET BEACH	12,510	0	0	12,510	0.160000	20.02	0.00	20.02
								80.69*

Account:202180000600 Yr:2014 Make:BMW Body:4S Tag:RCX5929 Title:77006418060763N Bill Date:01/27/2022 Bill#:2021-800006
Owner:GEIGER JOSIE DANIELLE VIN: WBA3B1G58ENT00231
406 31ST ST Issue Date: 03/01/2021 Expire Date: 03/31/2022 I/R: R Situs: 11
Motor Vehicle Value: 10,970
SUNSET BEACH NC 28468 Special Equip Value: 0 Truck Type: Speq Year New:0

Tax Description	Assessed	Real Exempt	Pers Exempt	Net Assessd	Tax Rate	Amount	Penalty	Total
BRUNSWICK COUNTY	10,970	0	0	10,970	0.485000	13.30	0.00	13.30
SUNSET BEACH	10,970	0	0	10,970	0.160000	4.39	0.00	4.39
								17.69*

2019C BRUNSWICK COUNTY NUMBER OF VEHICLES 1
Summary

Net Assessed	Amount	Other	Penalty	Total
16,980	82.35	0.00	0.00	82.35

2020C BRUNSWICK COUNTY NUMBER OF VEHICLES 1
Summary

Net Assessed	Amount	Other	Penalty	Total
12,510	60.67	0.00	0.00	60.67

2021C BRUNSWICK COUNTY NUMBER OF VEHICLES 1
Summary

Net Assessed	Amount	Other	Penalty	Total
10,970	13.30	0.00	0.00	13.30

2019CI11 SUNSET BEACH NUMBER OF VEHICLES 1
Summary

Net Assessed	Amount	Other	Penalty	Total
16,980	27.17	0.00	0.00	27.17

2020CI11 SUNSET BEACH NUMBER OF VEHICLES 1
Summary

Net Assessed	Amount	Other	Penalty	Total
12,510	20.02	0.00	0.00	20.02

2021CI11 SUNSET BEACH NUMBER OF VEHICLES 1
Summary

Net Assessed	Amount	Other	Penalty	Total
10,970	4.39	0.00	0.00	4.39

*** Totals ***
Summary

Total Assessed	Amount	Other	Penalty	Total Due	Total Vehicles
40,460	207.90	0.00	0.00	207.90	3

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

Action Item # V. - 27.

From:
Jeff Niebauer

Tax Administation - February 2022 Releases

Issue/Action Requested:
Request that the Board of Commissioners approve the February 2022 releases.

Background/Purpose of Request:
Approval of the tax releases for February 2022. A summary of the releases is listed below.

County personal property release value $119,245 (4 releases)
Smithville personal property release value $2,542 (1 release)

County VTS February 2022 release value $149,656 (11 releases)
Smithville VTS February 2022 release value $11,635 (1 release)
Leland VTS February 2022 release value $93,121 (5 releases)
Shallotte VTS February 2022 release value $1,880(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 February 2022 releases.

ATTACHMENTS:

Description

- Tax Releases February 2022
- Motor Vehicle Releases (VTS) February 2022 Processed January 2022 (NCDMV Tax & Tag)

Tax Releases for February 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
048463	2/7/2022	BRYANT EDDIE ALFRED ET BRYANT ROSE ANN	300514 (2021)	20871170		NULL	TOWN CREEK	$4.85-C $0.49-LL	$1,000.00	Duplicate Listing
048464	2/7/2022	BRANCH JOHN DAVID	301909 (2021)	80008990		244CA113	SHALLOTTE	$151.78-C $15.18-LL	$31,294.00	Duplicate Listing
048465	2/7/2022	HERRING GLENN EVERETTE JR	300529 (2013)	80011071	OAK ISLAND	NULL	SMITHVILLE	$11.25-C $1.02-SM	$2,542.00	Did Not Own January 1

Tax Releases for February 2022
BUSINESS PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048466	2/7/2022	BETTYS WATERFRONT RESTAURANT	301101 (2021)	80066074		232LA00303	LOCKWOOD FOLLY	$409.38-C $40.94-LL	$84,409.00	Business Sold

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	Release Code	Release Type
PL01	ON PREMISES MALT	PL03	ON PREMISES WINE
SAD24	SAD 24	SAD25	SAD 25
SAD27	SAD 27	SAD28	SAD 28
SC	SANDY CREEK	SCLL	SANDY CREEK LATE LIST
SBSD	SE BRUNSWICK SAN DIST	SHA	SHALLOTTE
SHALL	SHALLOTTE LATE LIST	SM	SMITHVILLE HOSPITAL
SP	SOUTHPORT	SPLL	SOUTHPORT LATE LIST
SAD	SPECIAL ASSESSMENT DISTRICT	SJ	ST JAMES
SJLL	ST JAMES LATE LIST	SB	SUNSET BEACH
SBLL	SUNSET BEACH LATE LIST	T	TOTAL TAX
VAR	VARNAMTOWN	VARLL	VARNAMTOWN LATE LIST
YP	YAUPON BEACH	YPLLL	YAUPON BEACH LAST LIST

VTS RELEASES PROCESSED JANUARY 2022

Adjustment #	Abstract #	Name-Last, First, Middle	Tag #	Year	Make	B-VAL	New Value	Diff.	City	Twp.	Overide %	Overide Value	Overide Status	Acquisition Cost	Acquisition Year	Dep Sch	Exempt Type	Notes	Date	Code	Code Description
1104918	58520515	FLORES, MIGUEL ANGEL	TDZ2104	2013	KIA	8,990	-	8,990					TEMP					HOR-IL	01/03/22	4	Military Exempt
1104920	58520401	FLORES, MIGUEL ANGEL	TDZ2103	2014	HOND	15,030	-	15,030					TEMP					HOR- IL	01/03/22	4	Military Exempt
1110171	64544356	BAKER, JEFFREY ALLEN	CN78246	2017	CHNZ	7,130	240	6,890						300	2017	B-20		OVERVALUED TRAILER/ BOS 2017=$300-DEP	01/24/22	1	Adjusted per Purchase Price
1110174	64082676	COLBERT, SHAWN ALLEN	CN78209	2007	ASM	2,380	500	1,880	22		100	500	PERM					OVERVALUED 4X9 TRAILER	01/24/22	15	TEC Value Issue
1110182	64213889	HOGAN, RAYMOND WALTER	77419	1979	PONT	22,500	500	22,000	31		100	500	PERM					APPLICATION ATTACHED	01/24/22	19	Antique Value Approved
1110318	51760987	KOHL, BAILEY PAIGE	TER1046	2011	TOYT	4,576	3,661	915	31									NC INPSECTION 213,929 MILES	01/24/22	12	High Mileage/Condition
1110613	52054535	SHAIKH, ZAIN SHAWN	HFP8999	2014	RAM	14,410	-	14,410	31				TEMP					HOR- VA	01/24/22	4	Military Exempt
1110665	64488374	BALES, RICHARD ALLEN	CN78241	2021	HOME	13,210	1,100	12,110				1,100						OVERVALUED 5X10 TRAILER	01/24/22	15	TEC Value Issue
1111054	63536627	OWENS, MARC ANTHONY	1VET2NV	2021	CHEV	53,420	-	53,420	31				PERM					HAND CONTROLS INSTALLED	01/27/22	13	Exempt - Disabled Veterans - Service
1110988	46292996	STEPNOWSKI, THOMAS MICHAEL	FLM8528	2008	HONDA	8,359	5,983	2,376	31									278,262 MILES VISUALLY INSPECTED BY A.SPENCER	01/27/22	12	High Mileage/Condition
1111995	50495165	BIRD, CHAD MICHAEL	CDD9707	2019	GMC	44,214	32,579	11,635		3								NC INSPECTION 109,334 MILES	01/31/22	12	High Mileage/Condition

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

Action Item # V. - 28.
Utilities - Survey of Property - Mini Brooks Exemption by Resolution (Donald Dixon - Deputy Director-Wastewater Operations)

From:
Donald Dixon

Issue/Action Requested:
Request that the Board of Commissioners approve a resolution for exemption of qualifications-based selection requirements of G.S. 143-64.31 (Mini-Brooks act) and authorize Withers Ravenel to provide a minor subdivision survey and plat of Tax Parcel #16900001 along Old Lennon Road.

Background/Purpose of Request:
Over the past several months County staff has been negotiating with the adjacent property owners of what is commonly referred to as the I.P. South Site along Old Lennon Road to obtain property that will enable expanded access to the County-owned property for future development. The requested survey and plat development is necessary for purchase of the subdivided tract. Withers Ravenel's proposal to provide surveying services ($8,900.00) meets the qualifications for exemption by resolution of G.S. 143-64.31. County staff recommends approval of an exemption by resolution of qualifications-based selection requirements and authorization to enter a contract for Survey with Withers Ravenel in the amount of $8,900 for the minor subdivision survey and plat development of the subject property.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Department processing budget transfer

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable.

County Manager's Recommendation:
Recommend that the Board of Commissioners approve a resolution for exemption of qualifications-based selection requirements of G.S. 143-64.31 (Mini-Brooks act) and authorize Withers Ravenel to provide a minor subdivision survey and plat of Tax Parcel #16900001 along Old Lennon Road.

ATTACHMENTS:

Description

- Resolution
- Professional Services Agreement

County of Brunswick

Office of the County Commissioners

RESOLUTION EXEMPTING SURVEY OF PROPERTY

FROM G.S. 143-64.31

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

WHEREAS, the County proposes to enter into one or more contracts for professional land surveying services in connection with a minor subdivision survey and preparation of a minor subdivision survey plat for a portion of a 143-acre parcel now or formerly known as the Patricia J. Hewett property (Tax Parcel ID#16900001) for expanded access to the I.P. South site along Old Lennon Road SE in Bolivia, NC; and

WHEREAS, the County proposes to subdivide approximately 0.25 acres at Old Lennon Road SE from the total 143-acre parcel; and

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS THAT:

1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.

2. This resolution shall be effective upon adoption.

Adopted this the 21st day of February, 2022.

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:

_____
Daralyn Spivey, NCCCC
Clerk to the Board

DocuSign Envelope ID: 041C1287-E21B-4374-8ED6-8BD81AE6DB0A

NORTH CAROLINA

BRUNSWICK COUNTY

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

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County" or "Owner"), party of the first part and WithersRavenel, Inc., (hereinafter referred to as "Provider" or "Surveyor"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

Provider agrees to perform the services (hereinafter referred to as the "Services") in connection with the project (hereinafter referred to as the "Project") at the agreed upon fees, all as more fully set forth on Exhibit "A" attached hereto.

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

2. TERM OF AGREEMENT; TIME OF COMPLETION

The term of this Agreement begins one (1) business day after approval by the Brunswick County Board of Commissioners (the "Effective Date") and continues in effect until 08/31/2022, unless extended or sooner terminated as provided for herein or in the General Conditions of the Contract. Notwithstanding the foregoing, Provider shall complete the Services in accordance with the schedule set forth herein (the "Time of Completion"), unless extended as provided for in the General Conditions of the Contract.

3. TERMINATION

County may terminate this Agreement at any time without cause by giving thirty (30) days' written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

DocuSign Envelope ID: 041C1287-E21B-4374-8ED6-8BD81AE6DB0A

4. BRUNSWICK COUNTY GENERAL CONDITIONS OF THE CONTRACT

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

5. 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.

6. COMPENSATION

The County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within forty-five (45) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

7. INDEPENDENT CONTRACTOR

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

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security

DocuSign Envelope ID: 041C1287-E21B-4374-8ED6-8BD81AE6DB0A

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.

8. OPINIONS OF COST

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

9. ACCOUNTING RECORDS

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

10. PERMITS AND APPROVALS

If applicable, Provider shall provide County with a schedule of all required approvals and the dates by which application for such approvals must be made in order to avoid any risk of delay to the Project. Provider shall prepare the necessary application forms, present documents requiring approval by County and submit documents with County approval to appropriate federal, state and local government or other agencies in a timely manner.

11. ENVIRONMENTAL CONDITIONS

County shall disclose to Provider the existence of all known and suspected hazardous substances, including, without limitation: asbestos; polychlorinated biphenyls (PCBs); petroleum; hazardous waste; or radioactive material located at or near the site where the Services are to be performed. If Provider discovers any undisclosed hazardous substances, or if investigative or remedial action or other professional services are necessary, Provider may, at its option and without liability for damages, suspend performance of the Services hereunder until County: (1) retains an appropriate specialist consultant or contractor to identify and, as appropriate, abate, remediate or remove the hazardous substances; and (2) warrants that the site where the Services are to be performed are in full compliance with applicable laws and regulations. Notwithstanding the foregoing, if the presence of any hazardous materials adversely affects the performance of Provider's duties under this Agreement, then Provider shall have the option of: (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause upon thirty (30) days' written notice to County.

DocuSign Envelope ID: 041C1287-E21B-4374-8ED6-8BD81AE6DB0A

12. PROVIDER REPRESENTATIONS

a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;

b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;

d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;

e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;

f. Provider has not engaged in corrupt, fraudulent or coercive practices in competing for or executing this Agreement;

g. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;

h. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);

i. Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;

j. Provider shall be responsible for all errors, omissions or deficiencies in technical accuracy in any drawings, specifications or other documents prepared or services rendered by Provider, its subcontractors or consultants and shall correct, at no additional cost to County, any and all errors, omissions, discrepancies, ambiguities, mistakes, deficiencies or conflicts;

k. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and

l. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the

DocuSign Envelope ID: 041C1287-E21B-4374-8ED6-8BD81AE6DB0A

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.

13. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

14. NON-ENDORSEMENT AND PUBLICITY

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

15. NON-EXCLUSIVITY

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

16. 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.

17. 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.

18. INDEMNIFICATION

Provider shall indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind (collectively, "Claims") which may be brought or made against County or which County must pay and incur arising out of this Agreement should fault or negligence on the part of the Provider or its subcontractors or consultants be the proximate cause of such Claims. Provider shall be fully responsible to County for the acts and omissions of its subcontractors or consultants and of persons

DocuSign Envelope ID: 041C1287-E21B-4374-8ED6-8BD81AE6DB0A

either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

19. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense, and shall ensure that any of its consultants maintains in full force and effect at all times and at its sole cost and expense, Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

20. 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.

21. REMEDIES

a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

   i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

   ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the

DocuSign Envelope ID: 041C1287-E21B-4374-8ED6-8BD81AE6DB0A

County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

22. 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.

23. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

24. 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

DocuSign Envelope ID: 041C1287-E21B-4374-8ED6-8BD81AE6DB0A

be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

25. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors or consultants must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Provider shall require its subcontractors and consultants to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

26. 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

DocuSign Envelope ID: 041C1287-E21B-4374-8ED6-8BD81AE6DB0A

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.

27. OWNERSHIP OF WORK PRODUCT

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

b. In the event the use of any of Provider's intellectual property, including any derivative work created with the use of third-party intellectual property, is necessary for the use of any Work Product, Provider hereby grants to County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the intellectual property for the purposes set forth in this Agreement and will ensure that any third-party grants the same.

c. County may use Work Product for any other purpose and on any other project without additional compensation to Provider. Notwithstanding the foregoing, the use of Work Product by County for any purpose other than as set forth in this Agreement shall be at County's risk.

28. 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.

DocuSign Envelope ID: 041C1287-E21B-4374-8ED6-8BD81AE6DB0A

29. 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.

30. 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.

31. 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.

32. 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, or shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

33. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the foregoing, all documents included in the Request for Qualifications and the qualifications statement submitted by Provider, if applicable, including, but not necessarily limited to: General Conditions; Supplementary General Conditions; Scope of Work; Specifications; Addenda; Accepted Proposal; Notice to Proceed; Performance Bond; Payment Bond; MBE forms; Power of Attorney; Insurance Certificates; Approval by County Commissioners; Tax Statement and Certification; Notice of Substantial Completion; Notice of Final Completion and Acceptance; and Drawings are incorporated herein by reference and made an integral part of this Agreement. To the extent the terms of such documents conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

DocuSign Envelope ID: 041C1287-E21B-4374-8ED6-8BD81AE6DB0A

34. 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.

35. 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.

36. 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.

37. 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. <u>For the County</u>: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022

ii. <u>For the Provider</u>: WithersRavenel, Inc.
115 MacKenan Drive
Cary, NC 27511

DocuSign Envelope ID: 041C1287-E21B-4374-8ED6-8BD81AE6DB0A

38. 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:

_____
Clerk to the Board

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[SEAL]

WITHERSRAVENEL, INC.

By: Don Mizelle

Printed Name: Don Mizelle

Title: Director of Project Delivery

Date: 2/15/2022

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

_____
Aaron 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

DocuSign Envelope ID: 041C1287-E21B-4374-8ED6-8BD81AE6DB0A

EXHIBIT "A"

WithersRavenel
Our People. Your Success.

Minor Subdivision Survey – Patricia J. Hewett Property
Tax Parcel #16900001 – Brunswick County, NC

A. PROJECT DESCRIPTION

This project is to provide Professional Land Surveying services to perform a minor subdivision survey and prepare a minor subdivision survey plat of a portion of 143-acre Patricia J. Hewett property located north on the north side of Old Lennon Road SE in Bolivia, NC for Brunswick County Public Utilites.

B. SCOPE OF SERVICES

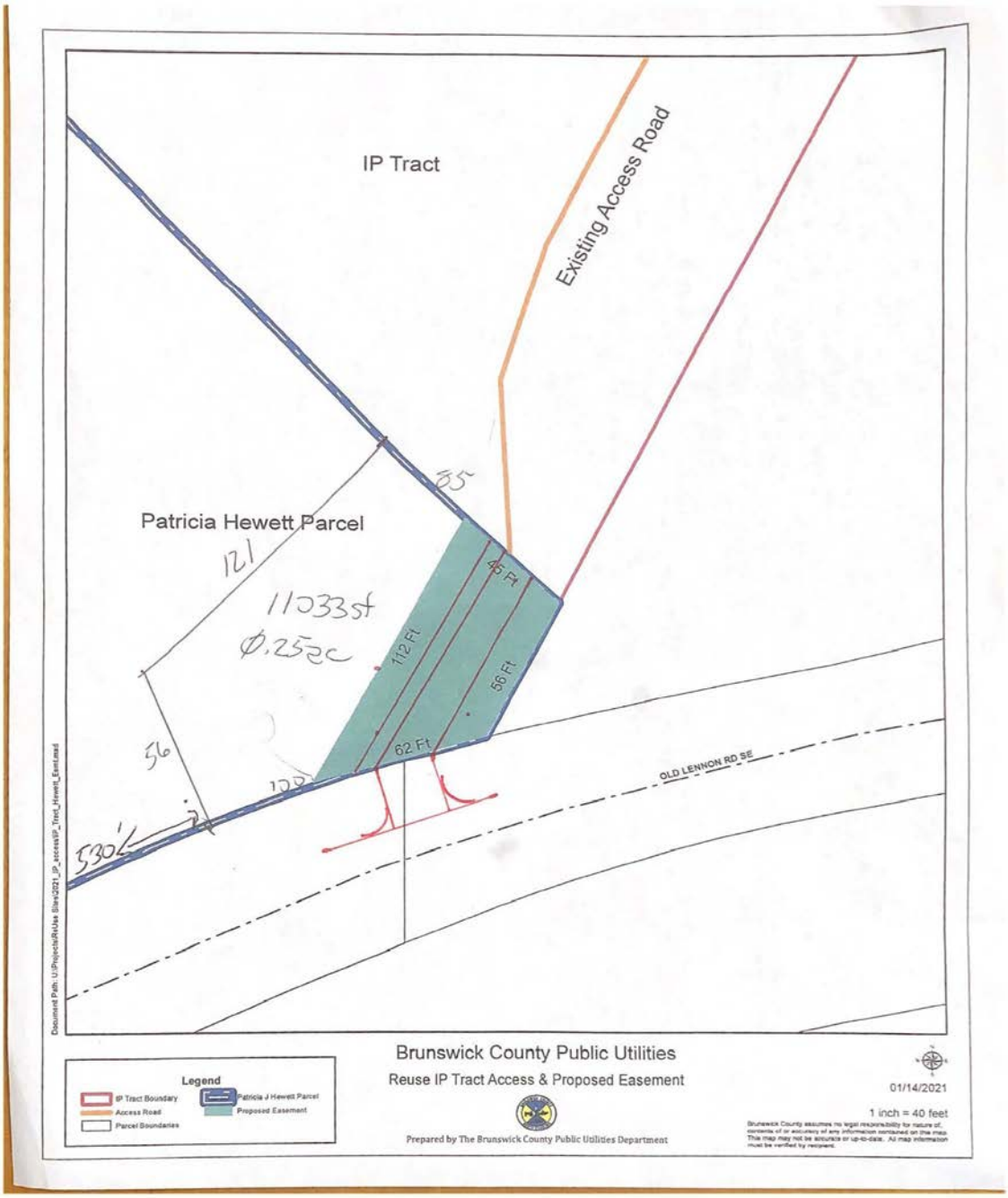
Task 1 – Minor Subdivision Survey, Plat, and Irons

- Perform sufficient boundary line surveys of a portion of now or formerly Patricia J. Hewett property and adjoining property to establish property lines and to subdivide approximate 0.25 acres at Old Lennon Road SE from the total 143-acre parcel. The parcel has Brunswick County Tax Parcel #16900001 and is found in Deed Book 17E, Page 1169 in the Brunswick County Register of Deeds. The Survey area is shown from Client provided sketch below:
- Boundary will be tied to North Carolina Grid (NAD 83/2011) horizontal control or most current North Carolina Grid Available within 2000 feet of each this site. If no NC Grid monuments are within 2000 feet of site, Global Positioning Surveys (GPS) will be used to tie property to NC Grid System.
- Stake or flag new boundary lines for owner and Brunswick County to review in field prior to final platting.
- Prepare a Final Minor Subdivision Plat for the proposed lots and parcel as described in the Description Task. Plat will be prepared to GS 47-30 as amended mapping requirements.
- Submit to the Brunswick County and Public Utilities for review and approval. Address review comments, obtain owners signatures and record the approved plat at the Brunswick County Register of Deeds.
- Task includes the one-time setting of all property corners for lots and common areas with 18" long, 5/8" iron pipes once grading is within 1' of final grade, and at the Client's request. Note this is dependent on construction, i.e., this task may be completed following the installation of all underground wet and dry utilities.
- By North Carolina statute, all final property corners must be set prior to the plat being recorded.

Not included in Scope:

- Time and expense for resolution of conflicts of boundary with adjacent properties such as gaps and overlaps and/or conflicts between deeds.

DocuSign Envelope ID: 041C1287-E21B-4374-8ED6-8BD81AE6DB0A



Approximate Survey Limits

DocuSign Envelope ID: 041C1287-E21B-4374-8ED6-8BD81AE6DB0A

C. ADDITIONAL SERVICES

Any service not contained within the scope can be provided on an hourly basis. Our current hourly rates are as indicated on the attached fee and expense schedule Exhibit A-I, below.

D. EXPENSES

The following costs shall be paid by the Client or be considered reimbursable and include but are not limited to the following: FedEx shipments, review fees, additional map copies, etc.

E. COMPENSATION FOR SERVICES

WR proposes to provide the services outlined in Section B on a lump sum basis as defined below. Reimbursable expenses shall be billed in accordance with Exhibit A-I.

Task Number	Task Name	Cost
Task 1	**Minor Subdivision Survey and Plat**	**$ 8,900.00**

F. SCHEDULE

WR can begin work within 5 business days of receiving written Notice to Proceed (NTP) and will deliver a Preliminary Minor Subdivision Plat for Review by Public Utilities and Brunswick County within 15 business days. Upon receiving final comments from Public Utilities and or Brunswick County, they will be addressed and final mylars plats will be printed to obtain Owner's signature(s) and Brunswick County. Upon obtaining all required signatures, plat will be submitted to Brunswick County Register of Deeds for Recording. Final Plat preparation will be completed within two (2) working days of receipt of final comments. Plats will be submitted for Recording when all necessary signatures or obtained. We will invoice 90% of the Minor Subdivision fee upon submission of Preliminary Plat for review and 100% upon final recording.

DocuSign Envelope ID: 041C1287-E21B-4374-8ED6-8BD81AE6DB0A

WithersRavenel
Our People. Your Success.

Exhibit A-I
Fee and Expense Schedule
WithersRavenel, Inc.

Description	Rate
Project Management	
Client Experience Manager	$ 209
Assistant Project Manager	$ 161
Project Manager	$ 177
Senior Project Manager	$ 193
Principal	$ 225
Engineering	
Intern I	$ 60
Intern II	$ 80
CAD Technician I	$ 96
CAD Technician II	$ 107
Senior CAD Technician	$ 128
Designer I	$ 123
Designer II	$ 134
Senior Designer	$ 155
Project Coordinator I	$ 91
Project Coordinator II	$ 102
Senior Project Coordinator	$ 118
Lead Project Coordinator	$ 134
Project Engineer I	$ 150
Project Engineer II	$ 161
Project Engineer III	$ 177
Staff Professional I	$ 86
Staff Professional II	$ 128
Staff Professional III	$ 139
Staff Professional IV	$ 171
Senior Staff Professional	$ 166
Senior Project Engineer	$ 193
Senior Technical Consultant	$ 209
Zoning Specialist	$ 246
Construction Manager I	$ 139
Construction Manager II	$ 150
Senior Construction Manager	$ 171
Resident Project Representative I	$ 86
Resident Project Representative II	$ 102
Resident Project Representative III	$ 118
Senior Resident Project Representative	$ 128
Administration	
Administrative Assistant	$ 54
Office Administration	$ 59
Administrative Assistant I	$ 70
Administrative Assistant II	$ 80
Administrative Assistant III	$ 91
Director of Marketing	$ 91
Marketing Administration II	$ 102
Marketing Administration I	$ 80
Office Administrator I	$ 102
Office Administrator II	$ 107
Office Administrator III	$ 112

Description	Rate
Geomatics	
Geomatics CAD I	$ 85
Geomatics CAD II	$ 105
Geomatics CAD III	$ 120
Geomatics Project Manager I	$ 150
Geomatics Project Manager II	$ 160
Geomatics Project Professional I	$ 135
Geomatics Project Professional II	$ 155
Geomatics Principal	$ 220
Geomatics Remote Sensing Crew I	$ 195
Geomatics Remote Sensing Crew II	$ 275
Geomatics Survey Crew I	$ 140
Geomatics Survey Crew II (2 Man)	$ 170
Geomatics Survey Crew III (3 Man)	$ 210
Geomatics Senior Manager	$ 190
Geomatics Survey Tech I	$ 50
Geomatics Survey Tech II	$ 80
Geomatics Survey Tech III	$ 105
Geomatics Survey Tech IV	$ 115
Geomatics Sr. Technical Consultant	$ 200
Geomatics SUE Crew 1	$ 175
Geomatics SUE Crew 2	$ 245
Geographic Information Systems	
GIS Survey Technician I	$ 65
GIS Survey Technician II	$ 86
GIS Survey Technician III	$ 102
GIS Survey Lead	$ 118
GIS Technician	$ 86
GIS Analyst I	$ 102
GIS Analyst II	$ 118
GIS Specialist	$ 134
GIS Senior Specialist	$ 150
GIS Project Manager	$ 150
Funding & Asset Management	
F&AM Project Consultant I	$ 102
F&AM Project Consultant II	$ 112
F&AM Project Consultant III	$ 118
F&AM Senior Project Consultant I	$ 134
F&AM Senior Project Consultant II	$ 139
F&AM Implementation Specialist	$ 134
F&AM Staff Professional III	$ 139
F&AM Assistant Project Manager	$ 145
F&AM Project Manager	$ 150
F&AM Senior Project Manager	$ 187
F&AM Principal	$ 203
F&AM Senior Technical Consultant	$ 225

Description	Rate
Environmental	
Environmental Tech I	$ 90
Environmental Tech II	$ 100
Senior Environmental Tech	$ 120
Environmental Geologist I	$ 110
Environmental Geologist II	$ 125
Environmental Geologist III	$ 135
Project Geologist I	$ 145
Project Geologist II	$ 155
Project Geologist III	$ 165
Sr. Environmental Project Geologist	$ 180
Environmental Scientist I	$ 110
Environmental Scientist II	$ 125
Environmental Scientist III	$ 135
Environmental Project Scientist I	$ 145
Environmental Project Scientist II	$ 155
Environmental Project Scientist III	$ 165
Sr. Environmental Project Scientist	$ 180
Environmental Professional I	$ 110
Environmental Professional II	$ 125
Environmental Professional III	$ 135
Environmental Project Engineer I	$ 145
Environmental Project Engineer II	$ 155
Environmental Project Engineer III	$ 165
Sr. Environmental Project Engineer	$ 180
Environmental Assistant PM	$ 155
Environmental Project Manager	$ 165
Environmental Sr. Project Manager	$ 175
Environmental Sr. Technical Consultant	$ 205
Environmental Principal	$ 225
Landscape Architecture/Planning	
Landscape Architect I	$ 139
Landscape Architect II	$ 150
Landscape Architect III	$ 166
Landscape Designer I	$ 118
Landscape Designer II	$ 128
Planner I	$ 112
Planner II	$ 128
Planner III	$ 150
Planning Technician	$ 102
Senior Landscape Architect	$ 182
Senior Planner	$ 171
Expenses	
Bond Prints (Per Sheet)	$ 1.75
Mylar Prints (Per Sheet)	$ 11.00
Mileage	Per IRS
Delivery – Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Effective January 1, 2022 – Schedule is subject to change

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

Action Item # VI. - 1.

From:
Daralyn Spivey

Clerk to the Board - Presentation - Recognizing National Girl Scout Week

Issue/Action Requested:
Request the Board of Commissioners adopt the Proclamation recognizing National Girl Scout Week 2022.

Background/Purpose of Request:
The week of March 6-12, 2022 honors the 110th year of Girl Scouting. The program teaches courage, confidence, and character to make the world a better place by setting G.I.R.L. (Go-Getter, Innovator, Risk-Taker, Leader) standard.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:

County Manager's Recommendation:
Recommend the Board of Commissioners adopt the Proclamation recognizing National Girl Scout Week 2022.

ATTACHMENTS:

Description

- Girl Scouts USA Proclamation

County of Brunswick

Office of the County Commissioners

PROCLAMATION DESIGNATING MARCH 6-12, 2022 AS NATIONAL GIRL SCOUT WEEK IN BRUNSWICK COUNTY, NORTH CAROLINA

WHEREAS, March 12, 2022, marks the 110th anniversary of Girl Scouts of the USA, founded by Juliette Gordon Low in 1912 in Savannah, Georgia; and

WHEREAS, throughout its distinguished history, Girl Scouting has inspired millions of girls and women with courage, confidence, and character to make the world a better place by setting G.I.R.L. (Go-Getter, Innovator, Risk-Taker, Leader) standard; and

WHEREAS, through the decades, the organization has emphasized community service, personal and spiritual growth, positive values, leadership, and teamwork; today some 2.5 million Girl Scouts participate in field trips, sport clinics, community service projects, cultural exchanges, environmental initiatives and countless other enriching programs; and

WHEREAS, Girl Scouting takes an active role in increasing girls' awareness of the opportunities in math, science, sports, technology, and many fields of interest that can expand their horizons; and

NOW, THEREFORE, the Brunswick County Board of Commissioners does hereby proclaim March 6-12, 2022 as Girl Scout Week, applauds the commitment Girl Scouting has made to support the leadership development of America's girls and encourages all citizens to celebrate an accomplished earmark with the Girl Scouts of the USA.

This the 21st day of February, 2022.

_____

Randy Thompson, Chairman
Brunswick County Commissioners

ATTEST:

_____

Daralyn Spivey, NCCCC
Clerk to the Board

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

Action Item # VI. - 2.

From:
Cris Harrelson, Public Health Director

Health and Human Services - Health Services – Brunswick County Substance Use & Addiction Commission,(Cris Harrelson, Public Health Director)

Issue/Action Requested:
Request that members of the Brunswick County Substance Use and Addiction Commission be allowed to present the latest local and state data and trends of opioid misuse to the Board of Commissioners.

Background/Purpose of Request:
On September 18, 2018, a resolution was passed by the Brunswick County Board of Commissioners establishing the Brunswick County Substance Use and Addiction Commission. The Commission's charge is to address the crisis of substance addiction and advocate to improve treatment options for individuals with substance use disorder for the betterment of health and the well-being of our communities. The Commission meets monthly on the first Thursday at 5:00 pm.

Members of the Commission would like to share their progress toward their mission, the latest local and state data trends, and substance use treatment needs for Brunswick County.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend members of the Brunswick County Substance Use and Addiction Commission be allowed to present the latest local and state data and trends of opioid misuse to the Board of Commissioners.

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

Action Item # VII. - 1.
Code Administration - Residential ADA Access Ramp Fee Addition

From:
Haynes Brigman

Issue/Action Requested:
Request to add a Residential ADA Access Ramp fee of $5 into our Residential Standard Fee Schedule.

Background/Purpose of Request:
Currently, the County's Fee Schedule does not specifically identify a fee for ADA access ramps, and thus they are treated as a standard building permit. Therefore, any applicant wishing to install an ADA access ramp must pay the minimum fee for a building permit of $100.

Staff is proposing to establish a standalone Residential ADA Access Ramp Fee of $5 within the Residential Standard Fee Schedule. An applicant will NOT have to pay the minimum building permit fee once a standalone fee for access ramps is created.

The purpose of establishing this fee is to reduce the costs associated with constructing an ADA access ramp for residents in Brunswick County. This fee will not apply to commercial ADA access ramp applications.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the addition of a Residential ADA Access Ramp fee of $5 into our Residential Standard Fee Schedule.

ATTACHMENTS:

Description

- Fee Schedule DRAFT WITH CHANGE

FY 22

Fee Schedule effective as of July 1, 2021	
****Fee's billed and paid by invoice***	
****Building permits are $100 minimum***	
COMMERCIAL CONSTRUCTION PERMIT FEE CALCULATIONS	
NEW CONSTRUCTION	
Up to 15,000 sq. ft.	
sq. ft x ICC Chart Value x .0035 = Permit Fee	
15,001 sq. ft. and greater	
sq. ft x ICC Chart Value x .0035 + sq. ft. >15000 x ICC Chart Value x .0012 = Permit Fee	
*The Commercial New Construction Fee includes all trade permits. Trade contractor must still call in for permit, but no extra fee will be	
SHELL BUILDINGS	
sq. ft x ICC Chart Value x .0035 - 20% = Permit Fee	
UP FIT & REMODEL	
sq. ft. under roof x $60 per sq. ft. x .0045 = Permit Fee	
DOCKS, DECKS, BULKHEADS, RETAINING WALLS, AND PIERS	
gross sq. ft. x $60 per sq. ft. x .0045 = Permit Fee	
ADMINISTRATIVE FEES	
FAILURE TO OBTAIN FINAL INSPECTIONS: $100 first offense, $100 and reported to licensing boards for additional offenses.	
OCCUPYING A STRUCTURE PRIOR TO CERTIFICATE OF OCCUPANCY: $100/day	
REFUNDS: 25% of permit fee is retained if a permit is canceled before work begins. No refunds granted after work begins.	
STANDARD COMMERCIAL FEES	
Accessory Building less than equal to 400 sq. ft.	$100.00
Accessory Building >400 sq. ft. use Commercial New Construction Formula	
Building Relocation (includes trades)	$375.00
Construction site office (includes trades)	$300.00
Mobile sales office (includes trades)	$300.00
Demolition	$100.00
Appliance/Equipment Change-Out Permit (includes trades) (per appliance)	$75.00
Trade permits (Building, Plumbing, Mechanical, Electrical)	$100.00
Facility/ALE licensing inspection	$100.00
Pole signs and signs attached to building (includes trades)	$125.00
Prior power to release	$60.00
Roof Repair	$100.00
Signs with foundations (includes trades)	$200.00
Signs attached to building (trades not included)	$125.00
Window replacement (additional $10/window after first window)	$100.00
Working without a permit	2x Permit Fee ($200 minimum)
Floodplain Development Permit	$50.00
Temporary Certificate of Occupancy	$200.00
Solar Farms (includes trades)	$200.00
COMMERCIAL NON-RESIDENTIAL PLAN REVIEW	
< 4000 sq. ft.	$100.00
4000 sq. ft. - 15000 sq. ft.	$125.00
15001 - 40000 sq. ft.	$325.00
> 40000 sq. ft.	$800.00
Condo/Apartment	$500.00
Cell Tower	$65.00
Townhomes (per unit)	$65.00

RESIDENTIAL FEE CALCULATIONS	
NEW RESIDENTIAL CONSTRUCTION	
sq. ft. x ICC Chart Value x .004 = Permit Fee (Occupancy Type: R-3. Construction Type: VB)	
*The Residential New Construction Permit Fee includes all trade (M, E, P) permits - Trade contractor still must call in for permit, but no fee will	
REMODEL/RENOVATION	
gross sq. ft. x $60 per sq. ft. x .0045 = Permit Fee	
DOCKS, DECKS, BULKHEADS, RETAINING WALLS, AND PIERS	
gross sq. ft. x $60 per sq. ft. x .0045 = Permit Fee	
STANDARD RESIDENTIAL FEES	
Accessory Building less than equal to 400 sq. ft.	$100.00
Accessory Building >400 sq. ft. Formula: Sq. Ft. x ICC Chart Value x .006 = Permit Fee (Occupancy Type: U. Construction Type: VB)	
Mobile Homes (includes all trades)	$300.00
Trade permits (Building, Plumbing, Mechanical, Electrical)	$100.00
Demolition	$50.00
Appliance/Equipment Change-Out Permit (includes trades) (per appliance)	$75.00
Window replacement (more than $15000 - unlimited #)	$75.00
Residential building relocation & modular (Includes all trades)	$375.00
Prior cut on (electric or gas)	$60.00
Working without a permit	2x Permit Fee ($200 minimum)
Re-inspection fee	$75.00
Flood Development Permit	$50.00
Temporary Certificate of Occupancy	$100.00
ADA Access Ramp Fee	$5.00
RESIDENTIAL AND COMMERICAL FEES	
After Hours Inspection Fee: Min. 2 hours (per hour) (Commercial and Residential)	$100.00
Sub-Contractor Change	$75.00
Duplicate Inspection Card Service Fee	$6.00

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

Action Item # VIII. - 1.

From:
Wm. L. Pinnix, P.E.-Engineering Director

Engineering - FY16 Enterprise Water Mains Top (7) & Apollo Street - Contract C & D Completion (Wm. L. Pinnix, P.E.)

Issue/Action Requested:
Request that the Board of Commissioners approve bidding for construction the final two contracts (Contract C and Contract D) of the FY16 Enterprise Water Main Top (7) & Apollo Street project.

Background/Purpose of Request:
The FY16 Enterprise Water Main To (7) & Apollo Street project was designed and permitted with four contracts. The contracts are:

Contract A: Apollo Street (completed and in service prior to current fiscal year)

Contract B: High Meadows Subdv., Taft Road / Sea Wynd Subdv., and Old Town Creek Road (completed and in service prior to current fiscal year)

Contract C: County Meadows Subdv., Ludlum Road, & Russ Town Road

Contract D: Big Neck Road & Mill Branch Road

When this project was approved in October of 2015 the Board also suspended the county Neighborhood Water Main program until all of the permitted water mains in these four contracts were constructed and in service.

The engineer's original Opinion of Probable Cost (OPC) for contracts C and D at the time of permitting were:

Contract C: $1,310,000
Contract D: $1,125,000
Total C and D: $2,435,000

This figure has been shown on the Enterprise Fund CIP in the On The Horizon section since the completion was placed on hold awaiting funding.

The current update OPC for contract C and D is:

Contract C: $1,965,000
Contract D: $1,687,500
Total: $3,652,500

These updated cost estimates were obtained based upon recent water projects being installed in the county by developers and cost estimates they shared, discussions with local utility contractors on the current cost of material and labor, discussion with the project design engineer, and cost increases due to the ongoing supply

chain issues.

With Board approval of finishing Contract C and Contract D staff will have to work with design engineer and County Legal to prepare for the public bidding of these two remaining contracts.

Staff recommends the Board of Commissioners approve bidding the remaining FY16 Enterprise Water Main Top (7) & Apollo Street project Contract C and Contract D.

Fiscal Impact:
Reviewed By Director of Fiscal Operations
Contract C & D are not currently budgeted in the reserve or the current project. Funds will need to be appropriated and transferred from the Water Fund for contract award.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve bidding for construction the final two contracts (Contract C and Contract D) of the FY16 Enterprise Water Main Top (7) & Apollo Street project.

ATTACHMENTS:

Description

- FY16 EWM Contract C & D Updated OPC

Brunswick County Engineering Department

Interoffice Memorandum

Date: December 15, 2021

To: Steve Stone, MPA
Deputy County Manager

Cc: Haynes Brigman, MPA
Deputy County Manager

From: WLP, PE
Wm. L. Pinnix, P.E. – County Engineer

Subject: FY16 Enterprise Water Main Top (7) & Apollo Street
Contract C and D – updated Opinion of Probable Cost (OPC)

Steve,

Per your recent request the updated OPCs for Contract C and Contract D of the FY16 Enterprise Water Main Top (&) & Apollo Street project are:

Contract C: Country Meadows Subdivision, Ludlum Road, & Russ Town Road
Original Cost Estimate: $1,310,000
Updated Cost Estimate: $1,965,000

Contract D: Big Neck Road & Mill Branch Road
Original Cost Estimate: $1,125,000
Updated Cost Estimate: $1,687,500

Some key points:

Original Board approval of the design contract, structuring of the project into four contracts, and temporary suspension of the Neighborhood Water Main program until all four areas were built was October 19, 2015

Contracts A and B have been built and are in service

Original OPC for Contract C & D total of $2,435,000 has been carried on the Enterprise CIP as a placeholder in the ON THE HORIZON column since Contract C and D were placed on hold due to a lack of funding

Contract C and D were placed on hold due to funding needs for the NWWTF low pressure reverse osmosis installation due to PFAS and other water project needs

Updated OPCs were obtained by increasing the original OPC by 50% based upon recent water projects being installed in the county by developers and cost estimates they shared, discussions with local utility contractors on the cost of PVC and DIP pipe, valves, fittings, etc, and increased costs due to the ongoing supply chain issues.

Yours,

Bill

BOCC Mtg 10/19/2015

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
2015

Action Item # IX. - 4.

From:
Wm. L. Pinnix, P.E. - Engineering Director

Engineering - FY16 Enterprise Water Mains Top (7) and Apollo Street - (William L. Pinnix, P.E., Engineering Director)

Issue/Action Requested:
Request that the Board of Commissioners approve an engineering services contract with East Coast Engineering & Surveying for the FY16 Enterprise Water Main Top (7) Areas and Apollo Street project in the amount of $305,000 for surveying, design, permitting, bidding, and construction services, with a CPI inflation rider for FY18 and FY19, and also approve the temporary suspension of the Neighborhood Water Main program until all the water mains in the FY16 Top (7) Areas and Apollo street project are constructed.

Background/Purpose of Request:
Brunswick County has a yearly program on the Capital Improvement Plan titled System Improvement Mains - Neighborhood. On a yearly basis ten areas within the county are surveyed to gauge interest in connecting to a new water main if one is installed in their area. An area that returns a 30% or better affirmative response remains on the list for new water main design, permitting, and eventual construction.

For the FY16 program seven areas achieved a 30%, or better, response to remain on the list for new water main design and permitting. These areas are:

High Meadows Subdivision
Old Town Creek Road
Taft Road/Sea Wynd Subdivision
Country Meadows Subdivision
Ludlum Road
Russ Town Road
Big Neck / Mill Branch Road

At the August 17th Board meeting Apollo Street was also added to the FY16 Neighborhood Water Main project for design and permitting of a new water main due to documented well contamination issues in that neighborhood.

These eight area comprise approximately 86,500 LF of new water main design and construction. This is the largest neighborhood water main project in the past few years in terms of linear feet of new main to be permitted and constructed. Based upon the sizes of the previous Neighborhood Water Main projects (approximately 20,000 - 25,000 LF each) this is basically a three year water main project.

Per standard procedure a Request for Qualifications for engineering services was issued, and responses were received on July 9th. Subsequent to that the selection committee recommended East Coast Engineering & Surveying as the design engineer for the FY16 Top (6) and Apollo Street project.

Due to the size of this project, County Engineering is making the following recommendations for the surveying, design, permitting, and construction of these eight areas:

(1) Enter into a contract with East Coast Engineering to survey, design, and obtain all permits for construction for all areas as one project for FY16 in the lump sum amount of $305,000, with the allowance for an increase in Bidding, Construction Administration & Observation, and Certification Services fees only that is indexed to the yearly CPI increase in the final years FY18 and FY19.

(2) Bid and construct Apollo Street, High Meadows Subdivision, Old Town Creek Road, and Taft Road/Sea Wynd Subdivision in FY17 based upon available funding (cost est. $1,435,000),

(3) Bid and construct Country Meadows Subdivision, Ludlum Road, and Russ Town Road in FY18 based upon available funding (cost est. $1,310,000),

(4) Bid and construct Big Neck / Mill Branch Road in FY19 based upon available funding (cost est. $1,125,000),

(5) Resume mailing new neighborhood survey letters in FY20 only after all of the FY16 project water mains are installed and in service.

(6) Mail an explanation letter to the citizens in the FY16 project areas explaining that the construction will be spread over several years due to the size of the project.

There are three attachments with this item that show the proposed construction areas for FY17, 18, and 19, as well as the proposed letter that will be mailed to the homeowners in these seven areas.

County Engineering respectfully requests Board consideration and approval of this proposed project schedule and approach, and permission to enter into the contract with East Coast Engineering & Surveying in the amount of $305,000 for full surveying, design, and permitting of all of the streets

and areas as proposed. Additionally, we are asking for approval to (1) temporarily suspend the mailing of additional survey letters for new water mains and (2) mail the construction delay letter to the homeowners of the Top (7) areas.

Fiscal Impact:
Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget Amendment and the associated capital project ordinance are to transfer funds designated for FY 16 Top 7 and Apollo Street in the reserve to the project in the amount of $340,000 for design and construction services of $305,000 with 10% contingency for reimbursable and easements associated with the project.

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable.

County Manager's Recommendation:
Recommend that the Board of Commissioners approve an engineering services contract with East Coast Engineering & Surveying for the FY16 Enterprise Water Main Top (7) Areas and Apollo Street project in the amount of $305,000 for surveying, design, permitting, bidding, and construction services, with a CPI inflation rider for FY18 and FY19, and also approve the temporary suspension of the Neighborhood Water Main program until all the water mains in the FY16 Top (7) Areas and Apollo street project are constructed.

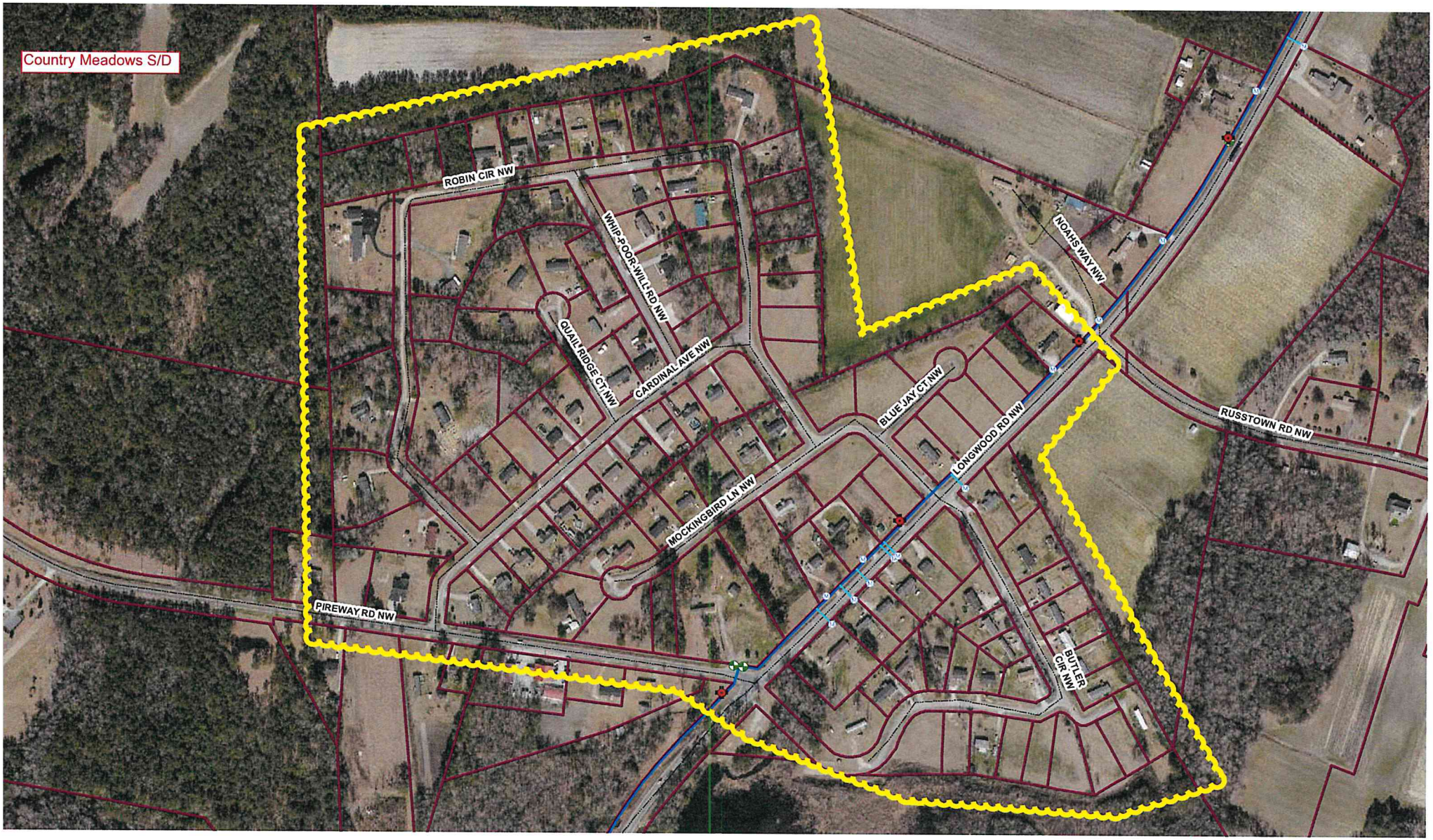
ATTACHMENTS:

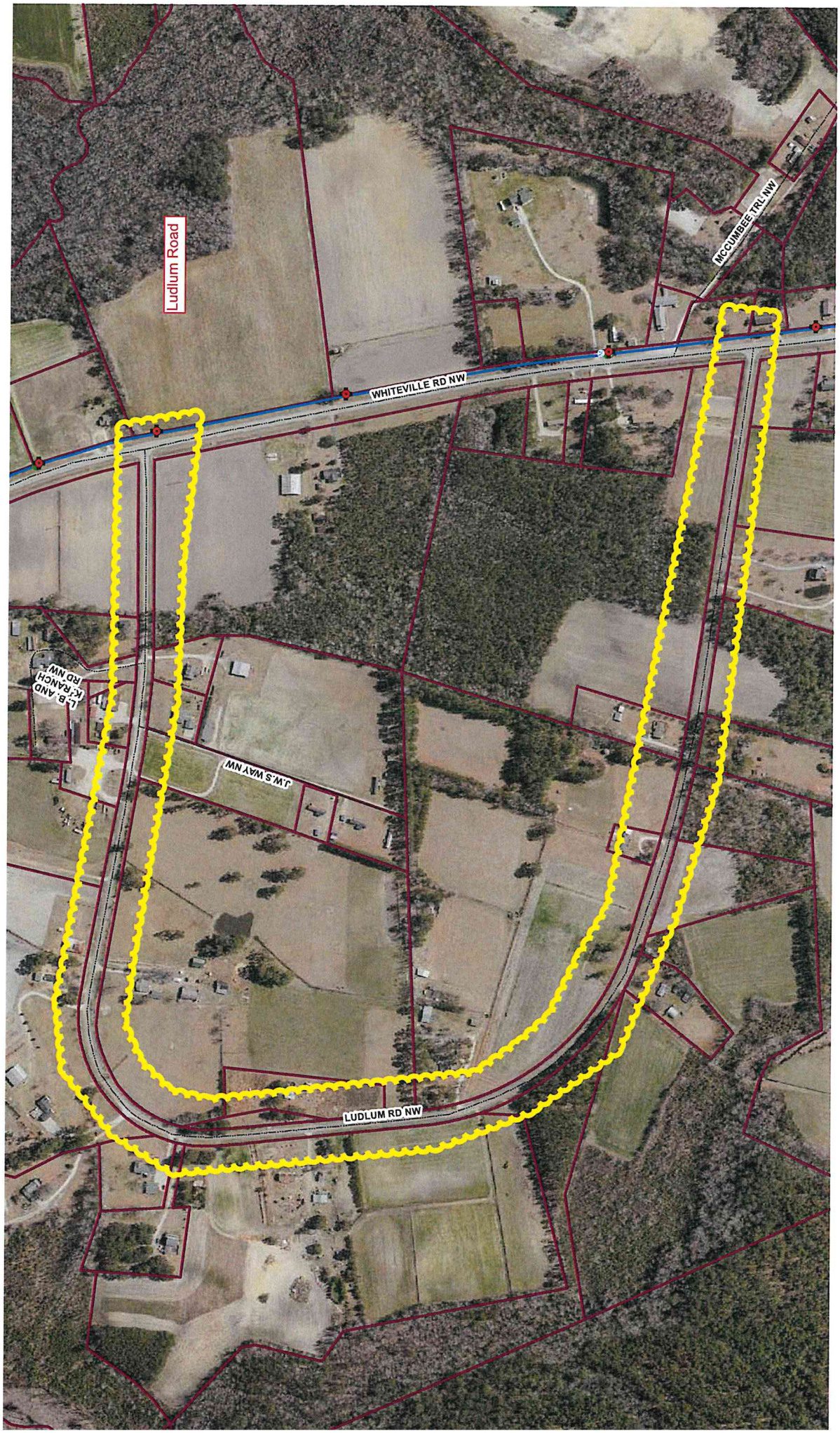
Description

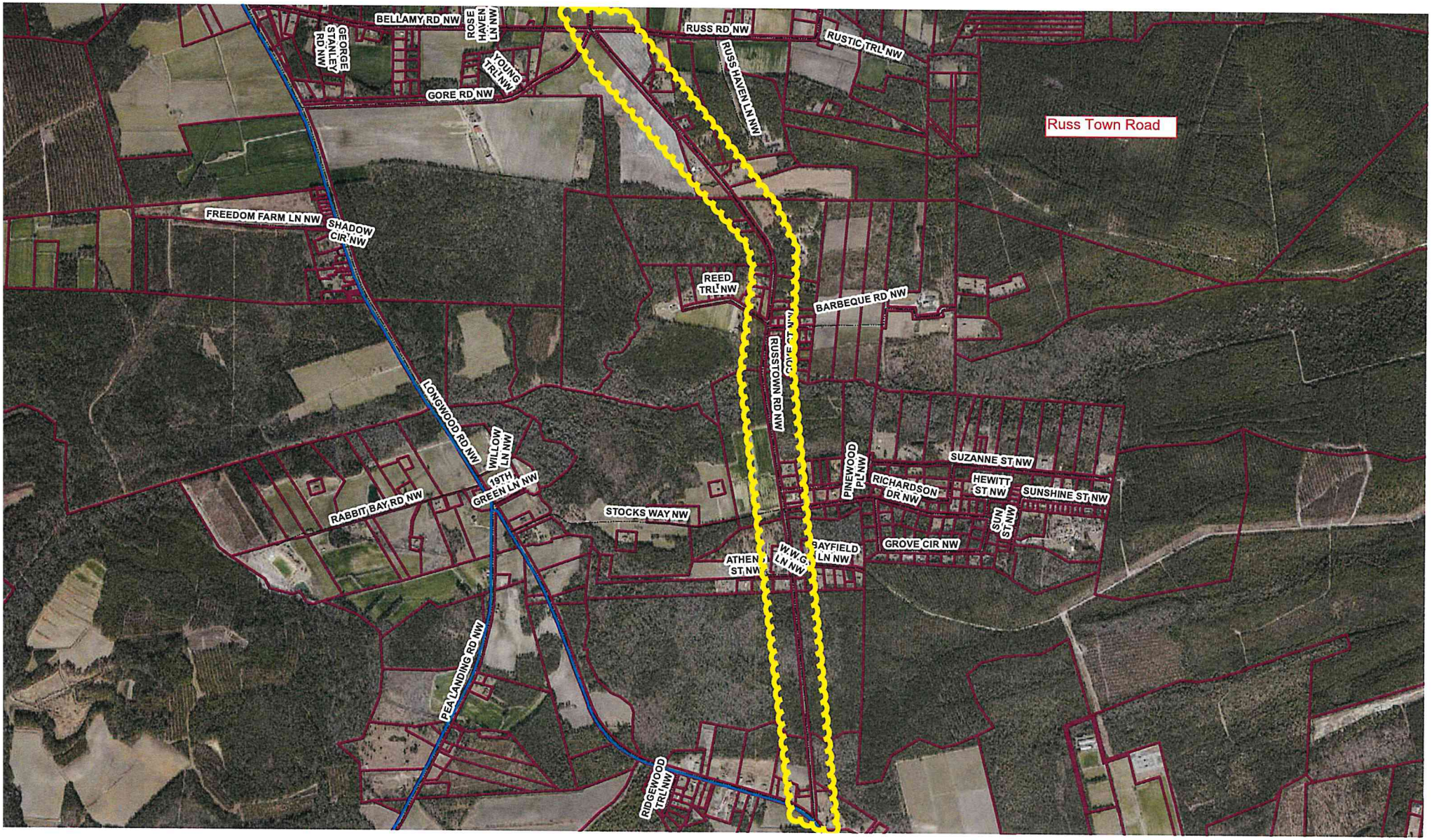
- FY16 EWM Top (7) and Apollo ECES contract
- Proposed FY17 Water Main Construction
- Proposed FY18 Water Main Construction
- Proposed FY19 Water Main Construction
- Citizen Construction Delay Update Letter
- 151019 Budget Amendment FY16 Enterprise Water Mains Reserve
- 151019 Budget Amendment FY16 Enterprise Water Mains
- 151019 CPO FY16 Enterprise Water Mains

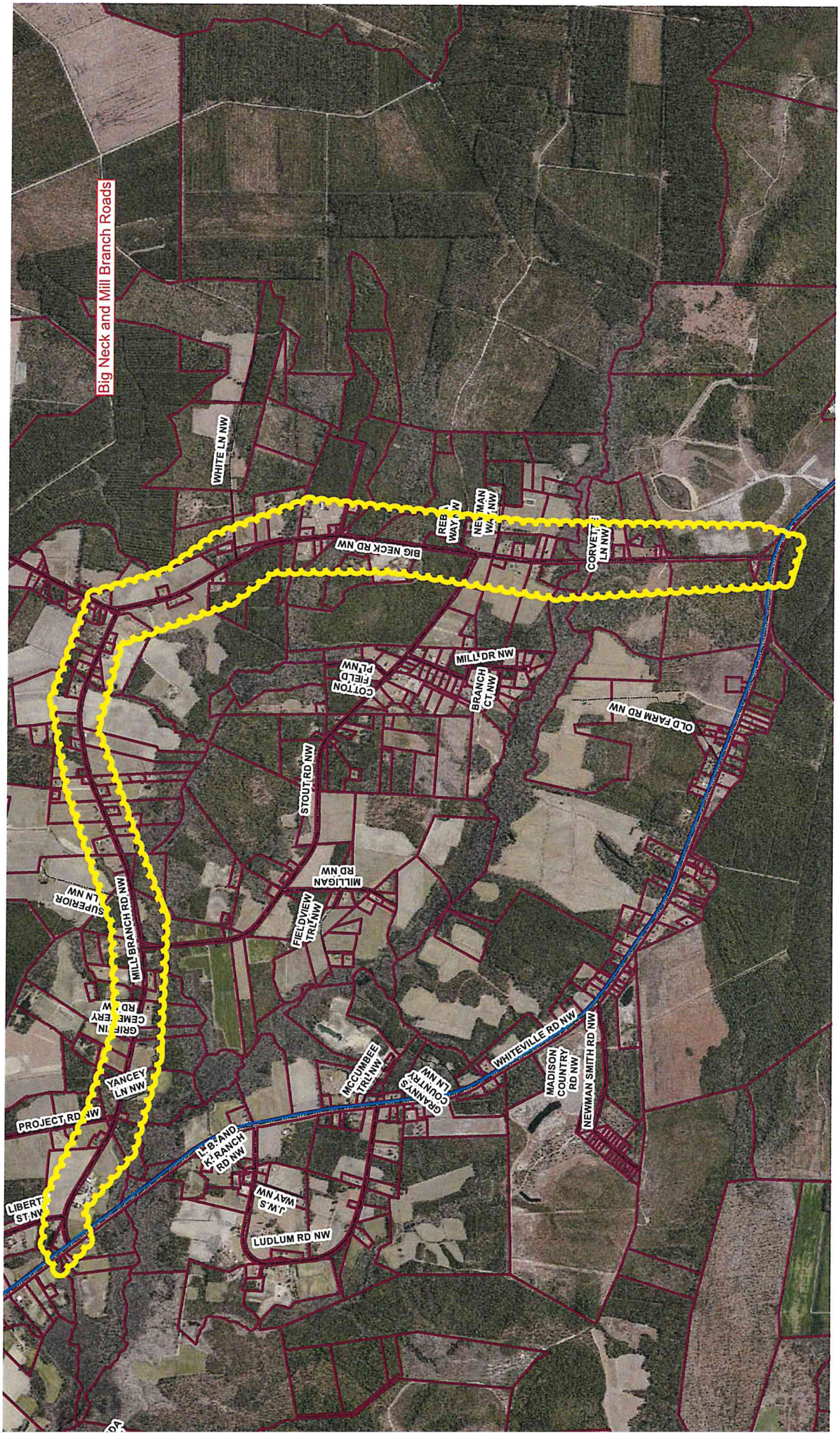
BRUNSWICK COUNTY
CAPITAL IMPROVEMENT PLAN
APPROVED

Water Capital Improvement Plan-Projects	Prior to FY 2022	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Totals	On the Horizon
Shallotte Water Transmission Main	$ 5,892,000	$ -	$ -	$ -	$ -	$ -	$ 5,892,000	$ -
Utility Operations Center Expansion	590,000	**510,000**	-	-	-	-	1,100,000	-
Northwest Water Plant Low Pressure Reverse Osmosis Advanced Treatment	167,345,190	-	-	-	-	-	167,345,190	-
54" LCFWSA Parallel Raw Water Main (Cost estimate includes cost sharing with other utilities)	28,683,127	-	-	-	-	-	28,683,127	-
Hwy 74/76 Water - Mintz Dr. to Old Maco	85,000	-	-	-	-	-	85,000	775,000
Southeast Area Improvements	50,550	-	-	-	-	-	50,550	3,410,000
FY16 Top 7 and Apollo Water Mains	1,773,285	-	-	-	-	-	1,773,285	2,435,000
Hwy 74/76 Industrial Park Waterline Extension	1,727,715	-	-	-	-	-	1,727,715	-
Transmission Improvements - NWWTP to Bell Swamp	-	-	2,031,000	-	-	-	2,031,000	23,850,000
NWWTP Raw Water Reservoir	-	-	-	-	-	-	-	22,890,000
Maco Road Water Transmission Improvements	-	-	593,500	4,085,000	-	-	4,678,500	-
Navassa Water System Improvements	-	**372,000**	1,846,967	-	-	-	2,218,967	-
Hwy 74/76 Industrial Park Tank	-	-	-	-	-	-	-	3,077,000
System Improvement Mains - Neighborhood	-	-	-	-	-	-	-	650,000
Asbestos Cement Pipe Replacement Program	-	-	-	-	-	-	-	950,000
NC 211-Gilbert-Old Lennon Road Improvements	-	-	-	-	-	-	-	1,500,000
Highway 87 Transmission System Improvements	-	-	-	-	-	-	-	6,105,000
Hwy. 211 County Site Water Main Extension	-	-	-	-	-	-	-	760,000
Total Water Capital Improvement Plan	206,146,867	**882,000**	4,471,467	4,085,000	-	-	215,585,334	66,402,000
Water Capital Improvement Plan-Sources								
Capital Reserve	$ 10,118,550	$ -	$ -	$ -	$ -	$ -	$ 10,118,550	$ -
Debt Proceeds	196,028,317	-	-	-	-	-	196,028,317	-
Grant	-	**372,000**	1,846,967	-	-	-	2,218,967	-
To be Determined	-	-	593,500	4,085,000	-	-	4,678,500	59,332,000
Pay Go	-	**510,000**	2,031,000	-	-	-	2,541,000	7,070,000
Total County Capital Improvement Plan Sources	$ 206,146,867	$ **882,000**	$ 4,471,467	$ 4,085,000	$ -	$ -	$ 215,585,334	$ 66,402,000


Country Meadows S/D
ROBIN CIR NW
WHIP-POOR-WILL RD NW
QUAIL RIDGE CT NW
CARDINAL AVE NW
BLUE JAY CT NW
NOAHS WAY NW
RUSSTOWN RD NW
LONGWOOD RD NW
MOCKINGBIRD LN NW
PIREWAY RD NW
BUTLER CIR NW


Ludlum Road
WHITEVILLE RD NW
MCCUMBEE TRL NW
LUDLUM RD NW
J.W.S WAY NW
L.B. AND K.F RANCH RD NW


Russ Town Road
BELLAMY RD NW
ROSE HAVEN LN NW
RUSS RD NW
RUSTIC TRL NW
GEORGE STANLEY RD NW
YOUNG TRL NW
GORE RD NW
RUSS HAVEN LN NW
FREEDOM FARM LN NW
SHADOW CIR NW
REED TRL NW
BARBEQUE RD NW
RUSSTOWN RD NW
LONGWOOD RD NW
WILLOW LN NW
19TH GREEN LN NW
PINEWOOD PL NW
SUZANNE ST NW
RICHARDSON DR NW
HEWITT ST NW
SUNSHINE ST NW
RABBIT BAY RD NW
STOCKS WAY NW
SUN ST NW
GROVE CIR NW
BAYFIELD LN NW
PEA LANDING RD NW
RIDGEWOOD TRL NW


Big Neck and Mill Branch Roads
WHITE LN NW
BIG NECK RD NW
CORVETTE LN NW
MILL DR NW
COTTON FIELD PL NW
BRANCH CT NW
OLD FARM RD NW
STOUT RD NW
MILLIGAN RD NW
FIELDVIEW TRL NW
MILLBRANCH RD NW
YANCEY LN NW
PROJECT RD NW
LUDLUM RD NW
WHITEVILLE RD NW
MADISON COUNTRY RD NW
NEWMAN SMITH RD NW
MCCUMBEE TRL NW
GRANNY'S COUNTRY LN NW

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

Action Item # X. - 1.
Closed Session

From:
Bob Shaver, County Attorney

Issue/Action Requested:
Request the Board enter closed session pursuant to N.C.G.S. 143-318.11(a)(5) to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property.

Background/Purpose of Request:

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board enter closed session pursuant to N.C.G.S. 143-318.11(a)(5) to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property.