BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
November 15, 2021
6:00 PM

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Adjustments/Approval of Agenda

IV. Public Comments

V. Approval of Consent Agenda

1. Clerk to the Board - Meeting Minutes of November 1, 2021 Regular Meeting

   Request that the Board of Commissioners approve the Draft Minutes from the November 1, 2021 Regular Meeting.

2. Clerk to the Board - Resolution - Amend Meeting Schedule FY 21-22

   Request the Board of Commissioners approve the attached Resolution to Amend the FY2021-22 Meeting Schedule

3. Clerk to the Board - Revised County Budget Calendar FY 2022-2023

   Request the Board of Commissioners approve the revised Budget Calendar as presented.

4. County Attorney - Bluffs on the Cape Fear, Ph 4A, Lots 458-471 Deed of Dedication

   Consider accepting the Deed of Dedication for water and sewer infrastructure for Bluffs on the Cape Fear, Phase 4A, Lots 458-471.

5. County Attorney - Roger Bacon Academy Deed Of Dedication

   Consider accepting the Deed of Dedication for water infrastructure for Roger Bacon Academy, Leland.

6. County Attorney - South Brunswick Charter School Deed Of Dedication

   Consider accepting the Deed of Dedication for water infrastructure for South Brunswick Charter School.

7. County Attorney - Windsor Pines at Windsor Park Section 16, Water DOD

   Consider accepting the Deed of Dedication for water infrastructure for Windsor Pines at Windsor Park Section 16.

8. 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.

   -Water Taps and Connections Budget Amendment
   Appropriate Tap and Connection revenues of $972,500 to ensure adequate inventory to meet the demand for new services and repairs.

   -Financial Reports for October 2021 (unaudited)
   Included are Summary Information *(Page 1)* for General and Enterprise Funds, Key indicators of Revenue and Expenditures *(Pages 30-38)* and Cash and Investments *(Page 28)*. All reports provided at: http://brunswickcountync.gov/finance/reports

9. FY23-FY27 Strategic Plan Goals and Objectives Overview

   Request the Board of Commissioners review the proposed updates to the draft FY23-27 Strategic Plan based on discussions during the Nov. 1, 2021, regular meeting and consider adoption of the final draft of the plan as presented.

10. Operation Services - Landfill Waiver for Derelict Vessels

    Request that the Board of Commissioners consider approving a landfill waiver for the disposal of two derelict vessels near Holden Beach and associated budget amendment.

11. Sheriff's Office -- GHSP Region 3 LEL Position Grant

    Request that the Board of Commissioners approve a resolution to authorize the receipt of a Governor Highway Safety Program grant, which will allow for the reimbursement of travel and equipment expenses in the amount of $25,000 with no county match. The grant supports GHSP's Region 3 Law Enforcement Liaison position; a Sheriff's Office member was recently appointed to that position.

12. Tax Admin - November 2021 Releases

    Request the Board of Commissioners approve the November 2021 releases.

13. Tax Admin - November 2021 MV Discovery Valuation & Levy for October 2021

    Request that the Board of Commissioners approve the November 2021 motor vehicle valuation and levy discoveries created in October 2021.

VI. Presentation

1. Engineering - Courthouse Addition & Renovation - Big Sky Interior Design Furniture Presentation and Funding Request

   Request that the Board of Commissioners receive a courthouse furniture project update from John Sawyer, AIA, of Sawyer Sherwood Architects and Jennifer Kraner of Big Sky Interior Design, and also allocate funding in the amount of $991,102 for new furniture for the county courthouse.

2. Human Resources - Presentation - Classification and Total Compensation Study Overview from Piedmont Triad Regional Council (David Hill)

   Request that the Board receive a presentation from David Hill, Piedmont Triad Regional Council, regarding the Classification and Total Compensation Study project.

VII. Administrative Report

1. Administration - Initial Resolution Brunswick Limited Obligation Bonds - (Randell Woodruff, County Manager)

   Request that the Board of Commissioners approve the Initial Resolution and the engagement of Parker Poe as Bond Counsel and Robert W. Baird & Co., Incorporated to serve as the managing underwriter and/or placement agent for the Brunswick County 2022 Limited Obligation Bonds, Refunding Series 2012 LOBS and call a Public hearing for December 6, 2021.

2. Clerk to the Board - Manager Recognition - Member of the Year, NCBIWA

   Request the Board of Commissioners acknowledge the receipt of the "Member of the Year Award" to Mr. Woodruff, County Manager and NCBIWA Chairman.

3. Clerk to the Board - Resolution in Support of Individual Freedom Over Personal Vaccination Status

   Request the Board of Commissioners consider adoption of the Resolution in Support of Individual Freedom Over Personal Vaccine Status.

4. Code Administration - Appropriation of Revenue for Three (3) Multi-Trade

Inspectors and Associated Vehicles/Equipment

Request that the Board of Commissioners appropriate revenues for three (3) multi-trade inspectors and associated vehicles and equipment totaling $268,320.

5. Code Administration - Appropriation of Revenue for One (1) Vehicle for Code Administration Department

   Request that the Board of Commissioners appropriate revenues for the purchase of one vehicle for existing multi-trades inspector totaling $45,582.

6. EMS - Motorola Radio Purchase

   Request the Board of Commissioners approve the purchase of 24 Motorola portable radios and associated accessories for Emergency Services.

7. EMS - Northwestern Emergency Vehicles Ambulance Purchase

   Request the Board of Commissioners approve the purchase of two Northwestern Emergency Vehicles ambulances under the North Carolina Sheriff's Association NCSA Bid 21-01-0608R for $268,477.59 per unit for a total of $536,955.18.

8. Planning - Habitat for Humanity Updated Agreement & Reimbursement (Kirstie Dixon, Planning Director)

   Request that the Board of Commissioners consider approving an updated agency funding agreement, subject to review and approval of the County Attorney, with Brunswick County Habitat for Humanity and consider reimbursing their permit fees in the amount of $3,682.29 for permits completed in 2020 and 2021.

9. Utilities - Agreement with State Utility Contractors, Inc

   Request that the Board of Commissioners ratify the decision to proceed with repair of the 48" raw water line, appropriate funds not to exceed $2,846,000 and authorize the County Manager to execute an agreement with State Utility Contractors, Inc. contingent on the County Attorney's review and approval of the agreement.

10. Utilities - McKim & Creed Task Order #1

    Request that the Board of Commissioners approve a budget amendment and authorize the Chairman and Clerk to the Board to execute the Task Order #1 with McKim & Creed, P.A. in an amount not to exceed $40,000 for engineering services associated with the On-Call Engineering Contract Task Order No. 1.

11. Utilities - Northeast Regional WWTP Expansion Change Order (Donald Dixon, Deputy Director)

    Request that the Board of Commissioners approve Final Adjusting Change Order No. 1 with TA Loving Co. for construction of the Northeast Brunswick Regional Wastewater System Force Main Improvements Contract 2 – East Project. The change order is deductive in the amount of $202,220.17. This decreases the contract value from $3,025,400.00 to $2,822,779.83.

12. Utilities - Resolution to Accept CWSRF

    Request that the Board of Commissioners approve a resolution to accept the loan offer and associated assurances to secure $2,852,818 in North Carolina Department of Environmental Quality Clean Water State Revolving funding for the repair and rehabilitation of the Town of Navassa wastewater system; and to authorize the County Manager to furnish such information as the appropriate State agency may request in connection with the acceptance of funding.

VIII. Board Appointments

1. Clerk to the Board - Lower Cape Fear Water and Sewer Authority Board of Directors Appointment

   Request that the Board of Commissioners appoint Mr. Scott Phillips to the Lower

Cape Fear Water and Sewer Authority Board of Directors for a three (3) year term expiring June 30, 2023 .

IX. Other Business/Informal Discussion

X. Closed Session

1. Closed Session

   Request the Board hold a 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 (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

XI. Adjournment

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # V. - 1.
Clerk to the Board - Meeting Minutes of November 1, 2021 Regular Meeting

From:
Daralyn Spivey

Issue/Action Requested:
Request that the Board of Commissioners approve the Draft Minutes from the November 1, 2021 Regular Meeting.

Background/Purpose of Request:

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the Draft Minutes from the November 1, 2021 Regular Meeting.

ATTACHMENTS:

Description

- Draft Minutes November 1. 2021 Regular Meeting

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
November 1, 2021
3:00 P.M.

The Brunswick County Board of Commissioners met in Regular Session on the above date at 3:00 p.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.

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

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

I. CALL TO ORDER

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

II. INVOCATION/PLEDGE OF ALLEGIANCE

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

III. ADJUSTMENTS/APPROVAL OF AGENDA

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

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

IV. PUBLIC COMMENTS

There were no public comments made.

V. APPROVAL OF CONSENT AGENDA

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

1. **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.

2. **Administration – Transfer of Property to Classical Charter Schools of America – Approved**
The Board of Commissioners authorized the transfer of parcel #02100038 at 360 Macon Rd, NE to the Classical Charter Schools of America, Inc (Leland area charter school).

3. **Clerk to the Board – Meeting Minutes October 18, 2021 - Approved**
The Board of Commissioners approved the Draft Minutes from the October 18, 2021 Regular Meeting.

4. **Clerk to the Board – Revised County Budget Calendar – Approved**
The Board of Commissioners approved the revised Budget Calendar as presented.

5. **County Attorney – Adoption of Record Retention Schedules - Approved**
The Board of Commissioners adopted the latest Record Retention Schedules for County Government and authorized the Chairperson to sign the schedules and any mandated updates.

6. **County Attorney – Avalon Crossing DOD - Approved**
The Board of Commissioners accepted the Deed of Dedication for water and sewer infrastructure for Avalon Crossing, Lots 1-20.

7. **County Attorney – Declaration of Surplus Property - Approved**
The Board of Commissioners declared property obtained by the County through tax foreclosure as surplus property to be placed on the County's website for possible future purchase.

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

- **Social Services Temporary Positions Budget Amendments**
Appropriate additional revenues DHHS is allocating to counties to cover a portion of the county share of administering the FNS program due to the workload increases that counties are experiencing as a result of increased food insecurity due to the pandemic. Brunswick County will be receiving $121,323.03. The funds are for work already completed and cannot be used to supplant county funding. Due to state and federal waivers, our Medicaid caseloads have doubled. Funding received will be used to create four (4) temporary positions to assist with processing Medicaid applications and Medicaid recertification.

- **Water and Wastewater Claims Settlement Budget Amendments**
Appropriate expendable net assets for the refund of capital recovery fees charged from March 6, 2016 thru June 30, 2018 in the water fund of $4,471,457 and the wastewater fund of $10,291,934.

- **Sheriff Insurance Proceeds Budget Amendment**
Appropriate $25,793 of insurance proceeds to replace total loss vehicle SD506 that was in an accident.

- **Emergency Medical Services Insurance Proceeds Budget Amendment**
Appropriate $33,887 of fund balance for insurance proceeds received in prior fiscal year with repairs to damaged ambulances and payment of invoices in the current fiscal year.

- **Landfill Transfer Station Budget Amendment and CPO**
Transfer $90,000 of funding from the county capital reserve designated for the landfill transfer station project to the project for award of contract with Dewberry for construction materials testing and special inspections in the amount of $90,000.

9. **Sheriff's Office – Notice of Award and Agreement – Inmate Medical RFP – Approved**
The Board of Commissioners awarded and approved the agreement with Wellpath LLC for the Sheriff's Office Detention Center Inmate Healthcare Services, subject to final

contract approval by the County Attorney's Office. The agreement is for a one-year term valued at $1,388,183.

VI. PRESENTATION

1. **Clerk to the Board – Proclamation – National Hunger and Homelessness Awareness Week 2021**
   The Proclamation reads as follows:

PROCLAMATION DESIGNATING NOVEMBER 13-21, 2021 AS NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK IN BRUNSWICK COUNTY, NORTH CAROLINA

WHEREAS, for the past several years the National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness have sponsored National Hunger and Homelessness Awareness week; and

WHEREAS, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless in Brunswick County, North Carolina, for very low-income residents, and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

WHEREAS, there are organizations committed to sheltering, providing supportive services as well as meals and food supplies to the homeless, to wit: faith-based ministries and other nonprofit organizations that assist with the needs of the hungry and homeless; and

WHEREAS, these faith-based ministries and other nonprofit organizations that assist with the needs of the hungry and homeless recognize that hunger and homelessness continue to be a serious problem for many individuals and families in Brunswick County, North Carolina; and

WHEREAS, the intent of National Hunger and Homelessness Awareness Week is consistent with the activities of faith-based ministries and other nonprofit organizations that assist with the needs of the hungry and homeless.

NOW, THEREFORE, the Brunswick County Board of Commissioners does hereby proclaim November 13-21, 2021, as National Hunger and Homelessness Awareness Week and encourages all citizens to recognize that many people lack adequate housing and need support from citizens and private/public nonprofit service entities.

This the 1st day of November, 2021.

Randall Thompson, Chairman
Brunswick County Commissioners

Attest:

Daralyn Spivey NCCCC
Clerk to the Board

Commissioner Cooke made the motion to adopt the Proclamation as written. The motion was seconded by Vice-Chairman Forte with all in favor (5-0).

2. **Finance Presentation – Auditor's Report on the Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2021**
   The Board of Commissioners received the report from Ms. Paula Hodges, partner of Martin Starnes and Associates, CPAs, P.A., regarding the auditors' opinion of the Annual Comprehensive Financial Report for the fiscal year ended June 30, 2021.

VII. ADMINISTRATIVE REPORT

1. **EMS – Coverage Expansion**
   The Board of Commissioners heard a request for the expansion of Brunswick County Emergency Medical Service ambulance coverage with the addition of eight new positions and two new peak load (12 hour) EMS units. Commissioner Williams made the motion to approve the request. The motion was seconded by Vice-Chairman Forte with all in favor (5-0).

2. **Human Resources – COVID-19 Essential Public Services Premium Pay Policy and Payment**
   The Board of Commissioners hear a request to approve Brunswick County COVID-19 Essential Public Service Premium Pay Policy and to approve the awarding of those eligible employees a maximum premium payment of $2,200 per employee, pro-rated based on the Policy and through the use of ARPA funds. Commissioner Williams made the motion to approve the request as presented. The motion was seconded by Vice-Chairman Forte with all in favor (5-0)

VIII. BOARD APPOINTMENTS

1. **Clerk to the Board – Trillium Board Interim Appointment**
   The Board of Commissioners appointed Commissioner Cooke to the Trillium Health Advisory Board.

IX. OTHER BUSINESS/INFORMAL DISCUSSION

1. **FY23-FY27 Strategic Plan Goals and Objective Overview**
   The Board of Commissioners heard a presentation reviewing the draft FY23-27 Strategic Plan and will re-address at the November 15, 2021 Regular Board Meeting.

X. ADJOURNMENT

Commissioner Sykes moved to adjourn the meeting at 4:15 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

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # V. - 2.
Clerk to the Board - Resolution - Amend Meeting Schedule FY 21-22

From:
Daralyn Spivey

Issue/Action Requested:
Request the Board of Commissioners approve the attached Resolution to Amend the FY2021-22 Meeting Schedule

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 attached Resolution to Amend the FY2021-22 Meeting Schedule.

ATTACHMENTS:

Description

- Resolution to Amend Board of Commissioners Meeting Schedule

County of Brunswick

Office of the County Commissioners

RESOLUTION OF THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS AMENDING THE FY 2020-2021 REGULAR MEETING SCHEDULE

WHEREAS, N.C.G.S. 153A-40, provides for a resolution establishing regular meeting dates of the Board of Commissioners; and

WHEREAS, the FY 2021-2022 Regular Meeting Schedule was established by resolution of the Board of Commissioners on January 15, 2021; and

WHEREAS, the Board of Commissioners desires to remove the February 7, 2022 regular meeting from the FY 2021-2022 Regular Meeting Schedule; and

NOW, THEREFORE, BE IT RESOLVED that the Brunswick County Board of Commissioners' does hereby amend the FY 2021-2022 meeting schedule to remove the February 7, 2022 meeting.

REGULAR MEETING SCHEDULE

July 6, 2021 at 3:00 p.m.
August 2, 2021 at 3:00 p.m.
August 16, 2021 at 6:00 p.m.
September 7, 2021 at 3:00 p.m.
September 20, 2021 at 6:00 p.m.
October 4, 2021 at 3:00 p.m.
October 18, 2021 at 6:00 p.m.
November 1, 2021 at 3:00 p.m.
November 15, 2021 at 6:00 p.m.
December 6, 2021 at 3:00 p.m.

January 18, 2022 at 6:00 p.m
February 21, 2022 at 6:00 p.m.
March 7, 2022 at 3:00 p.m.
March 21, 2021 at 6:00 p.m.
April 4, 2022 at 3:00 p.m.
April 18, 2022 at 6:00 p.m.
May 2, 2022 at 3:00 p.m.
May 16, 2022 at 6:00 p.m.
June 6, 2022 at 3:00 p.m.
June 20, 2022 at 6:00p.m.

Adopted this the 15th day of November, 2021.

Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:

Daralyn Spivey, NCCCC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # V. - 3.
Clerk to the Board - Revised County Budget Calendar FY 2022-2023

From:
Daralyn Spivey

Issue/Action Requested:
Request the Board of Commissioners approve the revised Budget Calendar as presented.

Background/Purpose of Request:
Revised for the Commissioners' Strategic Planning and Goal Setting

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the revised Budget Calendar as presented.

ATTACHMENTS:

Description

- Revised County Budget Calendar FY 2022-2023

County of Brunswick
Budget Calendar
Fiscal Year 2022-2023

Date of Action	Budget Procedure	Action By
11/1/2021	Commissioners' Strategic planning and Goal setting workshop 3:00pm	Director of Fiscal Operations
11/2/2021	Distribution of Capital Improvement Forms and Instructions	Board of County Commissioners, County Manager
12/7/2021	Distribution of Goals Forms and Instructions	County Manager
12/20/2021	Preliminary Capital Improvement forms Due to Director of Fiscal Operation	Leadership Team
1/3/-1/14/2022	Compile Preliminary Capital Improvement Plan	County Manager, Director of Fiscal Operations
1/10/2022	Submit Goals to County Manager and/or Deputy County Manager	Leadership Team
1/11/-1/21/2022	Compile Department Goals	County Manager
1/19/2022	Distribution of Budget Forms and Instructions	Director of Fiscal Operations
2/21-2/22/2022	Commissioners' Countywide Goal workshop Day 1: 12:00pm – 4:00pm Day 2: 9:00am – 3:00pm	Board of County Commissioners, County Manager
3/4/2022	Submit Budget Requests to County Manager, Deputy County Manager and Director of Fiscal Operations	Leadership Team and Agency Officials
3/18/2022	Compile Department and Agency Budget Requests to County Manager	Director of Fiscal Operations
3/28-4/15/2022	Meet with Leadership Team on Requested & Recommended Budget.	County Manager, Deputy County Managers, Director of Fiscal Operations
5/2/2022	Commissioners' Budget Workshop 9:00am – 3:00pm	Board of County Commissioners, County Manager
5/16/2022	Presentation of Recommended Budget and Budget Message to Board of County Commissioners, Set Date and Time of June 6, 2022, at 3:00pm for public hearing.	County Manager, Board of Commissioners
5/17/2022	File copy with Clerk to the Board; Recommended budget remains open for public review until Budget Ordinance is adopted.	County Manager
5/17/2022	Submit legal notice in media stating Recommended Budget submitted to the Board; copy available for public review; time, date, place of public hearing.	Clerk to the Board of County Commissioners
6/6/2022	Public Hearing 3:00pm; Study sessions on Recommended Budget at 1:00pm - 3:00pm, if needed.	Board of County Commissioners
6/20/2022	Adoption of Budget	Board of County Commissioners
7/1/2022 if applicable	Within thirty (30) days after enactment of the budget a public notice shall be published, reflecting a summary of the enacted budget showing the intended use of entitlement funds, if any.	Clerk to the Board of County Commissioners

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # V. - 4.
County Attorney - Bluffs on the Cape Fear, Ph 4A, Lots 458-471 Deed of Dedication

From:
Asst. County Attorney-Bryan Batton

Issue/Action Requested:
Consider accepting the Deed of Dedication for water and sewer infrastructure for Bluffs on the Cape Fear, Phase 4A, Lots 458-471.

Background/Purpose of Request:
BBTB Real Properties NC, LLC has submitted a Deed of Dedication for water and sewer infrastructure in Bluffs on the Cape Fear, Phase 4A, Lots 458-471. 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
$ 50,400.00 for water
$ 37,260.00 for sewer

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Accept the Deed of Dedication for water and sewer infrastructure from BBTB Real Properties NC, LLC.

County Manager's Recommendation:
Recommend the Board of Commissioners accept the Deed of Dedication for water and sewer infrastructure for Bluffs on the Cape Fear, Phase 4A, Lots 458-471.

ATTACHMENTS:

Description

- Bluffs on the Cape Fear, Phase 4A, Lots 458-471 DOD

Prepared by Price & Williams, P.A. Excise Stamps: no taxable consideration

Rob Williams

NORTH CAROLINA

DEED OF DEDICATION

BRUNSWICK COUNTY

This DEED OF DEDICATION, made and entered into this 28th day of October, 2021, by and between **BBTB REAL PROPERTIES NC, LLC,** a North Carolina limited liability company, successor in interest to River Bluff Holdings II, LLC, having a mailing address, to wit: PO Box 4937, Pinehurst, NC 28374, hereinafter referred to as "DEVELOPER," and **BRUNSWICK COUNTY,** a governmental entity created and existing under the laws of the State of North Carolina, hereinafter referred to as "GRANTEE," whose mailing address is PO Box 249, Bolivia, NC 28422.

WITNESSETH

WHEREAS, DEVELOPER is the owner of a certain tract or parcel located in Northwest Township, Brunswick County, North Carolina, said property being better known as The Bluffs on the Cape Fear; Subdivision and

WHEREAS, DEVELOPER has caused to be installed water distribution lines and sanitary sewer lines under and along the road rights of way and within the boundaries of certain tracts herein described and referenced; and

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

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

NOW, THEREFORE, DEVELOPER, for and in consideration of Grantee accepting said water and sanitary sewer lines and making water and sanitary sewer service available to said subdivision, DEVELOPER, does hereby give, grant and convey unto GRANTEE, its lawful successors or assigns, the following described property:

All of the subsurface water and distribution lines, sanitary sewer lines, lift stations and related facilities serving The Bluffs on the Cape Fear development and located within the following rights-of-ways and parcels of land: ALL of Lots 458 through 471, together with that portion of the variable width rights-of-way designated as "Fallen Pear Lane" that touch and concern the aforementioned lots, as is shown on that certain map entitled "Final Plat of Phase 4A The Bluffs on the Cape Fear Lots 458 - 471", recorded in Map Cabinet 50, Page 10, Brunswick County Registry. Reproducible copies of said plats are on file with Brunswick County.

Lots 458 through 471 are further described and illustrated on the Record Drawings of the Bluffs on the Cape Fear, Phase 4A, as prepared by McKim & Creed, dated 10/22/21.

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

Non-exclusive easements over, along and upon the entire area of the streets and cul-de-sacs as depicted on the maps and serving the areas referenced above for the purpose of entry into the subdivision for maintenance, repair and upkeep of the water and sanitary 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 or assigns, equal rights of easement and easement over, in, above, among 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 and cable.

AND DEVELOPER does hereby covenant that it is seized of said water distribution and sanitary 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 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 party has hereunto set its hand and seal the day above first above written.

BBTB REAL PROPERTIES NC, LLC

By: _____

Name: Douglass S. Talbot, Manager

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Douglass S. Talbot, Manager of BBTB Real Properties NC, LLC.

Today's Date: Oct. 28, 2021.

_____

[Notary's signature as name appears on seal]

D. Robert Williams Jr.

[Notary's printed name as name appears on seal]

D. ROBERT WILLIAMS, JR.
Notary Public
North Carolina
New Hanover County

My commission expires: July 25, 2022

[Affix Notary Seal in Space Above]

ACCEPTANCE OF DEED

THIS Deed of Dedication and accompanying affidavit for BBTB Real Properties NC, LLC was accepted by the Brunswick County Board of Commissioners on the _____ day of _____, 2021.

Brunswick County Board of Commissioners

By: _____

Randy Thompson, Chairman

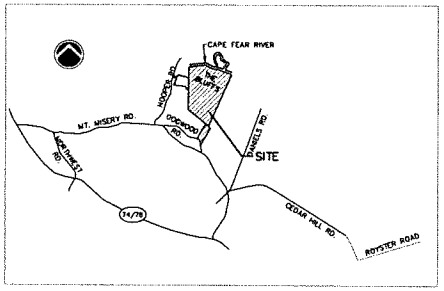
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Daralyn Spivey,

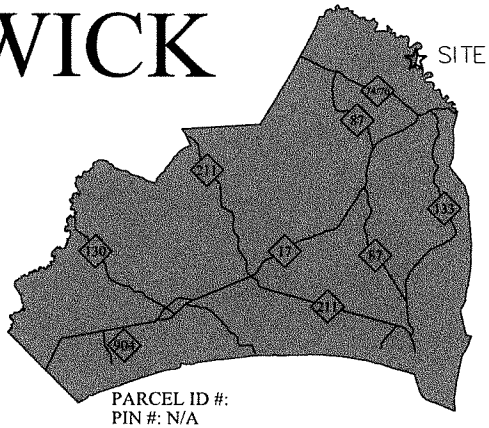
Clerk to the Board

EXHIBIT A - 1

COUNTY OF BRUNSWICK



VICINITY MAP
(Not to Scale)



PARCEL ID #:
PIN #: N/A

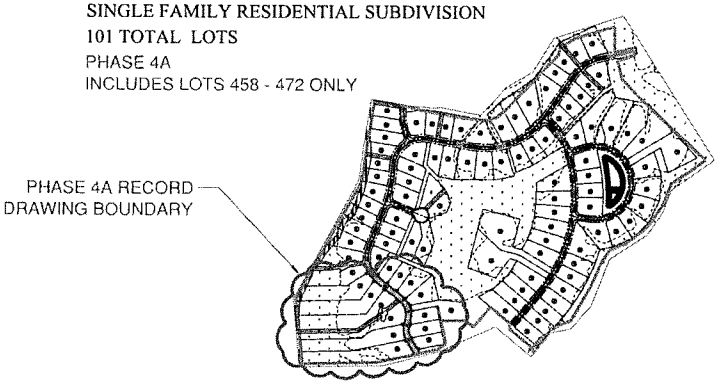
THE BLUFFS ON THE CAPE FEAR PHASE 4A

OWNER
BBTB REAL PROPERTIES, NC, LLC
PO BOX 4937
PINEHURST, NC 28374
910-639-3218

SURVEYOR
MCKIM & CREED, INC
243 N.FRONT ST.
WILMINGTON, NC 28401
910-343-1048 (OFFICE)
910-251-8282 (FAX)

ENGINEER
RICHARD A. MOORE, P.E.
MCKIM & CREED
243 N.FRONT ST.
WILMINGTON, NC 28401
910-343-1048 (OFFICE)
910-251-8282 (FAX)
RAMOORE@MCKIMCREED.COM

TYPE OF WORK:
SINGLE FAMILY RESIDENTIAL SUBDIVISION
101 TOTAL LOTS
PHASE 4A
INCLUDES LOTS 458 - 472 ONLY



SHEET INDEX

SHEET #	FILE #	DESCRIPTION
1	G-001	COVER
2	G-002	GENERAL NOTES AND LEGEND
3	CS-101	SITE PLAN
4	CS-102	DRAINAGE AREA MAP
5	GU-101	OVERALL UTILITY PLAN AND SHEET INDEX
6	GG-101	SEDIMENT/EROSION CONTROL PLAN STAGE 1
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8	CU-701	FALLEN PEAR LANE STA 50+39.11-65+00 PLAN & PROFILE
9	GU-702	FALLEN PEAR LANE STA 65+00-67+66 PLAN & PROFILE RIVER PARK WAY STA 10+00-33+00 PLAN & PROFILE
10	GU-703	RIVER PARK WAY STA 23+00-28+36.46 PLAN & PROFILE FLINT ROCK ROAD STA 17+66.68-28+50 PLAN & PROFILE
11	GU-704	FLINT ROCK ROAD STA 28+00-33+69.68 PLAN & PROFILE
12	GU-705	RIVER GLEN LOOP STA 10+00-34+28.19 PLAN & PROFILE
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NUMBER	DATE	BY	REVISION DESCRIPTION

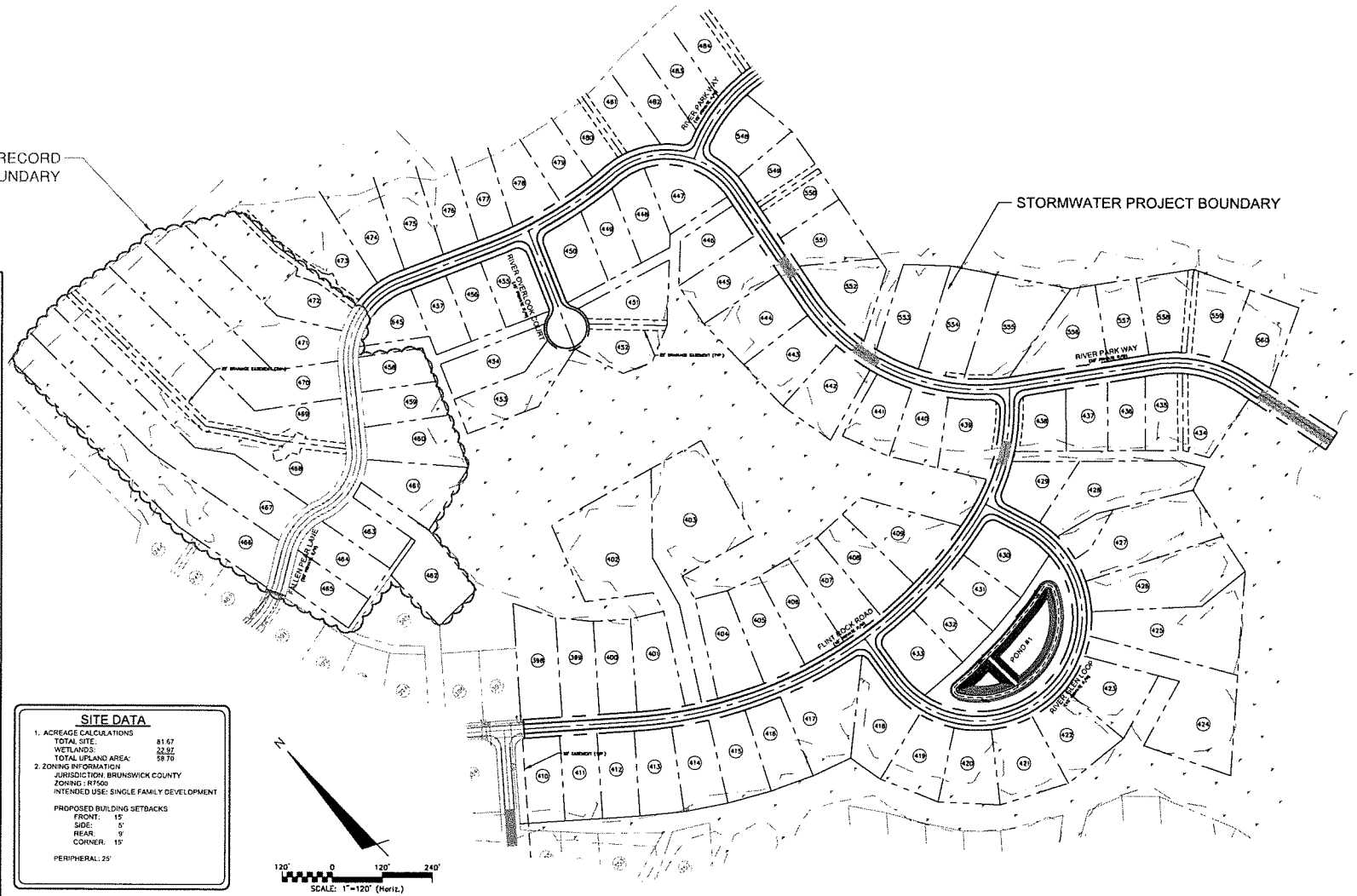
APPROVAL STATUS	DATE	BY	DEPARTMENT
☐ YES ☐ NO ☐ N/A			PLANNING
☐ YES ☐ NO ☐ N/A			ENGINEERING
☐ YES ☐ NO ☐ N/A			PUBLIC UTILITIES

"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: 10/22/202
SUBMITTA 100%
PROJECT NAME: THE BLUFFS ON THE CAPE FEAR RIVER-PHASE 4
LOCATION: MACO
OWNER: RIVER BLUFF HOLDINGS II, LLC
RECORD DRAWING
CIVIL
ELECTRICAL
CIVIL
add discipline
TECH: RAC
DES: RAM,RAC
CHK: RAM
PROJECT N #4832-000
SHEET NO 1

PHASE 4A RECORD DRAWING BOUNDARY

STORMWATER PROJECT BOUNDARY



GENERAL NOTES:

1. All utilities shall be underground.
2. Sanitary sewage service to be a public piped collection system owned and operated by Brunswick County.
3. Water service to be a public piped distribution system owned and operated by Brunswick County.
4. A homeowners association shall be formed before any lots are sold to guarantee continual maintenance of the common areas and open space. All lot owners will become members of the homeowners association.
5. All interior roadways and open spaces are private and shall be maintained by the homeowners association.
6. Allowable built upon area per lot is 7,500sf.
7. Entire property is zoned Brunswick County R-7500.
8. Tax parcels 01000030 and 00600020.
9. Reference is made to the following: Plat Book and Page B; 0023, P; 0023 00600020 Plat Book and Page not available. Deed recorded 10/26/04.
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11. A siren activated gate system is required for all unattended gates.
12. Minimum lot width is 40'. Average lot width is 80'.
13. Wetland within planned right-of-ways will be bridged to avoid environmental impact.
14. All lots with front cul-de-sacs shall have a minimum frontage of 40 feet at front setback.
15. Developer acknowledges that County and State Stormwater permits must be obtained prior to construction of any impervious surface. All natural drainage areas will not be obstructed. All areas will be undisturbed prior to obtaining permits.
16. The project will be built to Brunswick County specifications for water and sewer.
17. Project is within flood zone X and AE as shown on flood insurance rate maps, Panel Numbers 2280J and 2281J by the Federal Emergency Management Agency.
18. There shall be a note on the final plats, Master covenants and deeds showing the location of wetlands and noting that those areas may not be filled, disturbed or altered in any way unless properly permitted by the NC Department of Environmental and Natural Resources and / or the US Army Corps of Engineers.
19. A utility plan must be submitted to and approved by Brunswick County Engineering and Emergency Management.
20. All roads to be built to NCDOT construction standards.
21. The sewer and water to be connected throughout the Bluffs on the Cape Fear Major Subdivision via Fallen Pear Lane.
22. There are no walking trails proposed at this time.
23. There is a 15' buffer between the peripheral property and any interior lot lines as well as a 25' peripheral boundary setback between the existing Bluffs on the Cape Fear Major Subdivision and the proposed PUD.

SITE DATA

1. ACREAGE CALCULATIONS
   - TOTAL SITE: 81.67
   - WETLANDS: 22.97
   - TOTAL UPLAND AREA: 58.70
2. ZONING INFORMATION
   - JURISDICTION: BRUNSWICK COUNTY
   - ZONING : R7500
   - INTENDED USE: SINGLE FAMILY DEVELOPMENT

PROPOSED BUILDING SETBACKS
- FRONT: 15'
- SIDE: 5'
- REAR: 9'
- CORNER: 15'

PERIPHERAL: 25'

N

120' 0 120' 240'
SCALE: 1"=120' (Horiz.)

REVISIONS		
REVNO	DESCRIPTIONS	DATE

SEAL

SEAL 025053 ENGINEER RICHARD A. MCKIM 10/22/21

McKIM&CREED
243 North Front Street
Wilmington, North Carolina 28401
Phone: (910)343-1048, Fax: (910)251-8282
License: F-1222
www.mckimcreed.com

RIVER BLUFF HOLDINGS II, LLC
111 MILITARY CUT OFF ROAD SUITE 251
WILMINGTON, NC 28405
(910)256-2211

The Bluffs on the CAPE FEAR

BLUFFS ON THE CAPE FEAR
PHASE 4A
BRUNSWICK COUNTY, NC

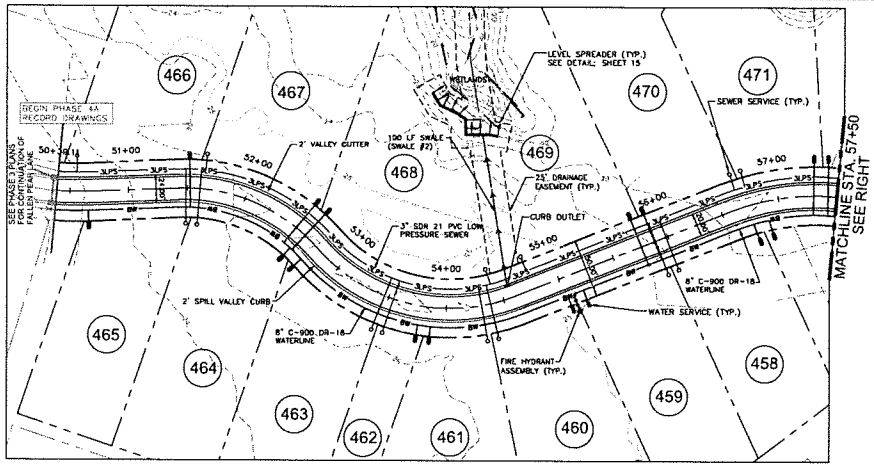
SITE PLAN

DATE:	10/22/2021
MCE PROJ. #	4632-0005
DRAWN	RAS, CDH, GHS
DESIGNED	RAS, CDH
CHECKED	RAM
PROJ. MGR.	RAM

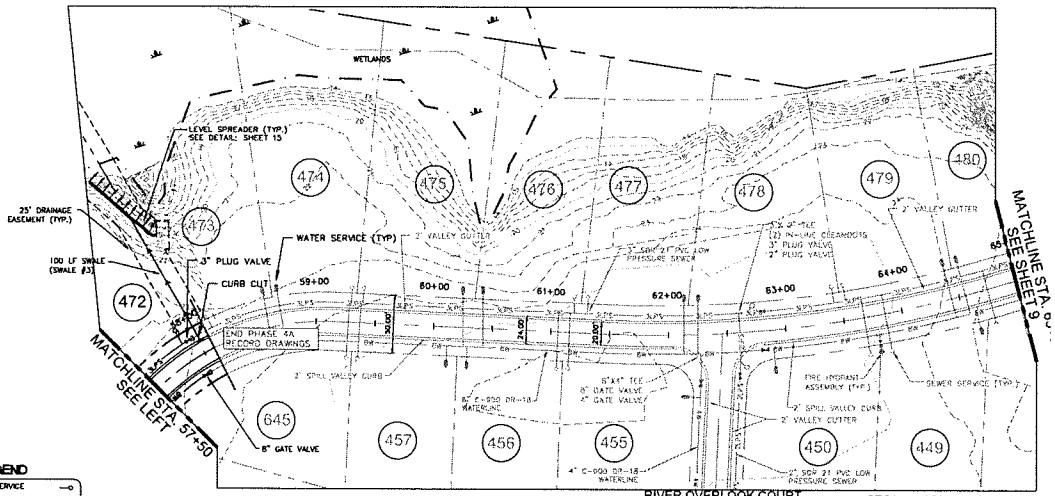
SCALE
HORIZONTAL: 1"=120'
VERTICAL: NA

MCE FILE NUMBER CS-101
DRAWING NUMBER 3

STATUS: RECORD DRAWINGS
REVISION



FALLEN PEAR LANE



RIVER OVERLOOK COURT

FALLEN PEAR LANE

NOTES:

CONTRACTOR TO FIELD VERIFY SIZE, DEPTH, MATERIAL AND LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO THE START OF CONSTRUCTION.

THE UNDERGROUND UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM INFORMATION MADE AVAILABLE FROM THE VARIOUS UTILITIES OWNERS. THIS INFORMATION IS NOT INCLUSIVE OF ALL EXISTING UNDERGROUND UTILITIES AND CABLES. THE CONTRACTOR IS ADVISED THAT ADDITIONAL UNDERGROUND UTILITIES AND CABLES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. PLEASE BE ADVISED THAT THE UNDERGROUND UTILITIES AND CABLES COULD CONFLICT WITH THE UTILITY CONSTRUCTION AS SHOWN. THE OWNER WILL WORK WITH THE CONTRACTOR TO REALIGN THE UTILITIES TO MINIMIZE CONFLICTS. HOWEVER ALL MINIMUM SEPARATIONS (10' LATERAL SEPARATION AND 18" VERTICAL SEPARATION BETWEEN FORCE MAIN, GRAVITY SEWER AND WATER LINES) PER NCDENR MUST BE MAINTAINED AT ALL TIMES. ANY VARIANCE MUST BE APPROVED BY THE ENGINEER.

PVC PIPE FOR LOW PRESSURE SEWER FORCE MAIN SHALL BE SDR21 PVC FOR LINES LESS THAN 4" DIAMETER AND C900 DR25 FOR PIPES 4" DIAMETER AND LARGER.
PVC PIPE FOR WATER LINES SHALL BE C900 DR18.

THE OWNER WILL NOT CONSIDER REQUEST FOR ADDITIONAL COMPENSATION DUE TO THE PRESENCE OF CONFLICTING UTILITIES AND CABLES THAT ARE NOT SHOWN ON THE PLANS.

N

50' 0 50' 100'
SCALE: 1"=50' (Horiz.)

UTILITY LEGEND

SEWER SERVICE	—○
INLINE SEWER CLEANOUT	—○
WATER SERVICE	—■
FIRE HYDRANT ASSEMBLY	—+
2" LOW PRESSURE SEWER	-2LPS-
3" LOW PRESSURE SEWER	-3LPS-
4" WATER LINE	-4W-
6" WATER LINE	-6W-
8" WATER LINE	-8W-
10" WATER LINE	-10W-
12" WATER LINE	-12W-

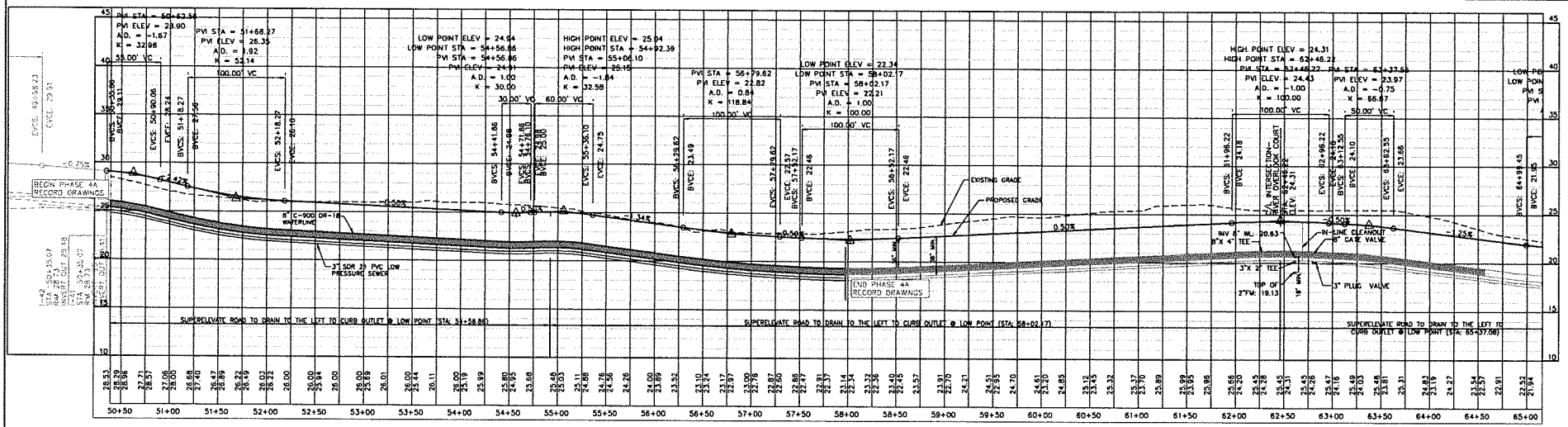
NOTES:
1. WATER LINE AND SEWER FORCE MAIN TO BE LOCATED 4.5' OFF BACK OF CURB UNLESS OTHERWISE SHOWN.

N

50' 0 50' 100'
SCALE: 1"=50' (Horiz.)

STORMWATER LEGEND

CURB OUTLET
EXISTING WETLANDS
PREFORMED SCOUR HOLE W/ LEVEL SPREADER APRON
SWALE



FALLEN PEAR LANE

REV NO | DESCRIPTION | DATE
REVISIONS

SEAL 027503 ENGINEER RICHARD A. MCKIM 10/22/21

McKIM&CREED
243 North Front Street
Wilmington, North Carolina 28401
Phone: (910)343-1048, Fax: (910)251-8282
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(910)256-2211

The Bluffs CAPE FEAR

BLUFFS ON THE CAPE FEAR
PHASE 4A
BRUNSWICK COUNTY, NC

PLAN AND PROFILE
FALLEN PEAR LANE
STA 50+39.11 – 65+00

DATE:	10/22/2021
MCK PROJ. #	4632-0005
DRAWN	RAS, CDH, DHS
DESIGNED	RAS, CDH
CHECKED	RAM
PROJ. MGR.	RAM

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=5'

MAC FILE NUMBER CU-701
DRAWING NUMBER 8
REVISION

STATUS: RECORD DRAWINGS

Prepared by Price & Williams, P.A.
Rob Williams

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF BRUNSWICK

BBTB Real Properties NC, LLC, a North Carolina limited liability company, with an office and place of business located 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 in Northwest Township, Brunswick County, North Carolina, known as The Bluffs on the Cape Fear Subdivision, containing Lots 458 through 471, together with that portion of the variable width rights-of-way designated as "Fallen Pear Lane" that touch and concern the aforementioned lots, as more particularly described in a Deed of Dedication of even date herewith.

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

   All of the subsurface water and distribution lines, sanitary sewer lines, lift stations and related facilities serving The Bluffs on the Cape Fear development and located within the following rights-of-ways and parcels of land: ALL of Lots 458 through 471, together with that portion of the variable width rights-of-way designated as "Fallen Pear Lane" that touch and concern the aforementioned lots, as is shown on that certain map entitled "Final Plat of Phase 4A The Bluffs on the Cape Fear Lots 458 - 471", recorded in Map Cabinet 50, Page 10, Brunswick County Registry. Reproducible copies of said plats are on file with Brunswick County.

   Lots 458 through 471 are further described and illustrated on the Record Drawings of the Bluffs on the Cape Fear, Phase 4A, as prepared by McKim & Creed, dated 10/22/21.

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

IN WITNESS WHEREOF, the Affiant has caused this instrument to be executed by its authorized officer(s) this the 28th day of October, 2021.

BBTB REAL PROPERTIES NC, LLC

By: _____

Name: Douglass S. Talbot, Manager

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Douglass S. Talbot, Manager of BBTB Real Properties NC, LLC.

Today's Date: Oct. 28, 2021. _____

[Notary's signature as name appears on seal]

D. Robert Williams Jr

[Notary's printed name as name appears on seal]

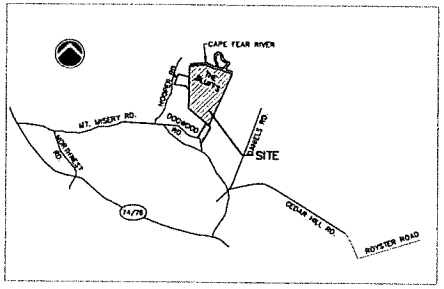
D. ROBERT WILLIAMS, JR.
Notary Public
North Carolina
New Hanover County

My commission expires: July 25, 2022

[Affix Notary Seal in Space Above]

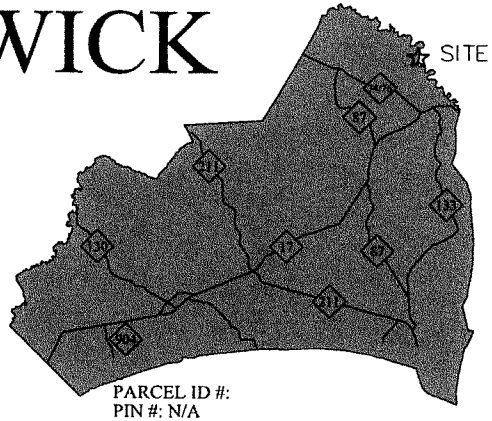
— Exhibit A —

COUNTY OF BRUNSWICK



VICINITY MAP
(Not to Scale)

BRUNSWICK COUNTY NORTH CAROLINA



PARCEL ID #:
PIN #: N/A

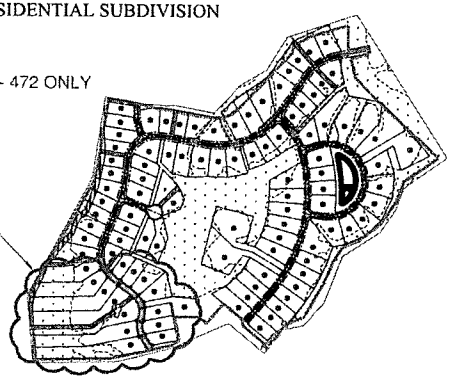
THE BLUFFS ON THE CAPE FEAR PHASE 4A

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TYPE OF WORK:
SINGLE FAMILY RESIDENTIAL SUBDIVISION
101 TOTAL LOTS
PHASE 4A
INCLUDES LOTS 458 - 472 ONLY



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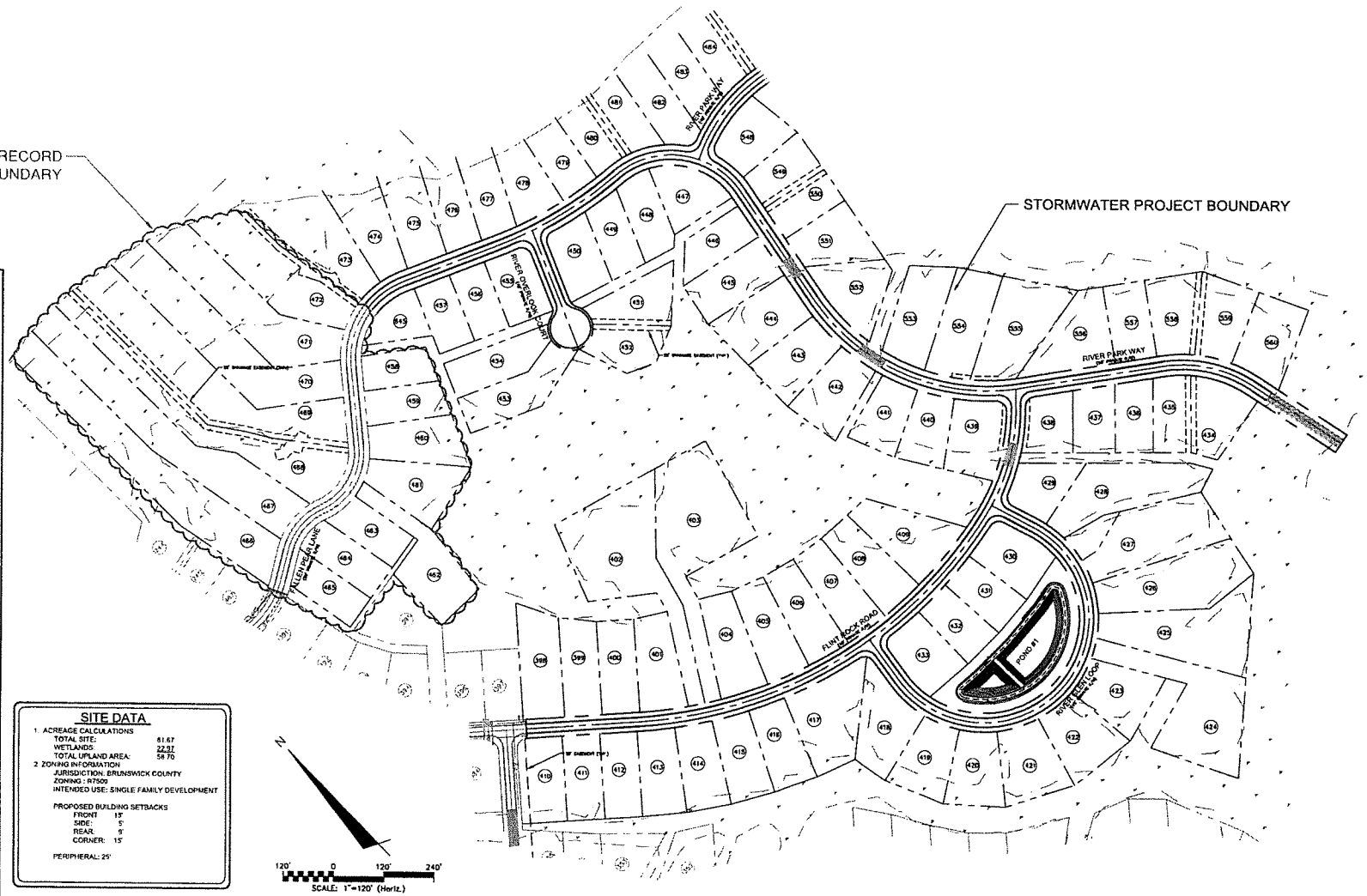
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DAT
10/22/
SUBMT
100
PROJECT NAME: THE BLUFFS ON THE CAPE FEAR RIVER-PHASE 4
LOCATION: MACO
RECORD DRA
CIVI
ELECTR
CIVI
add disci
TECH: R
DES: RAM
CHK: RA
PROJEC
#4832-(
SHEET
1

PHASE 4A RECORD DRAWING BOUNDARY

STORMWATER PROJECT BOUNDARY



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- CORNER: 15'

PERIPHERAL: 25'

N

120' 0 120' 240'
SCALE: 1"=120' (Horiz.)

REV NO.	DESCRIPTION REVISIONS	DATE

SEAL

SEAL — NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 029863 RICHARD A. MOORE — 10/22/21

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243 North Front Street
Wilmington, North Carolina 28401
Phone: (910)343-1048, Fax: (910)251-8282
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The Bluffs on the Cape Fear — CAPE FEAR

BLUFFS ON THE CAPE FEAR PHASE 4A BRUNSWICK COUNTY, NC

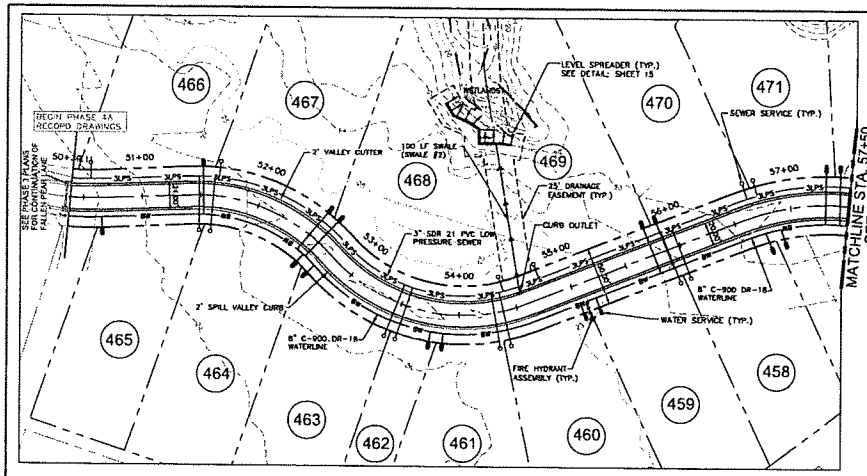
SITE PLAN

DATE:	10/22/2021
MCK PROJ #	4832-0005
DRAWN	RAS, CDM, EMS
DESIGNED	RAS, CDM
CHECKED	RAM
PM/LI MGR.	RAM

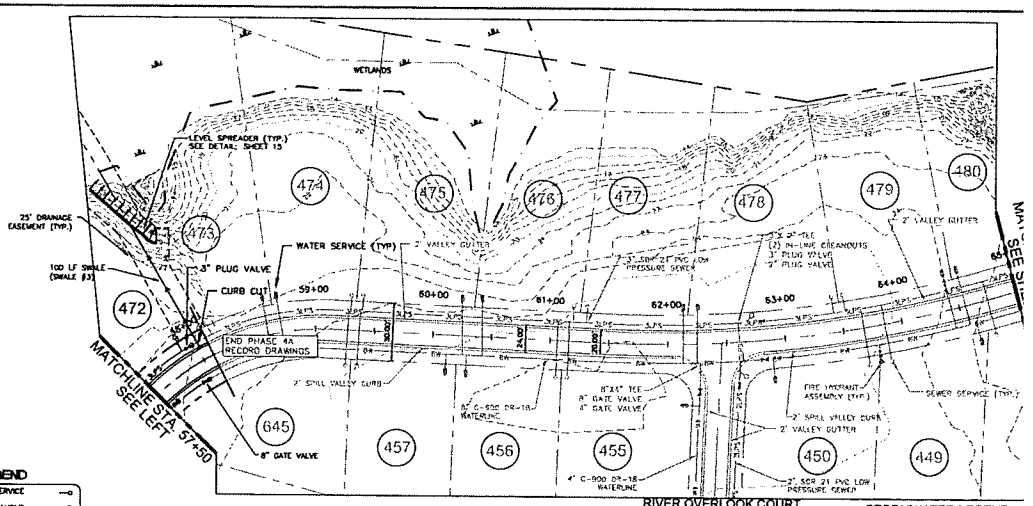
SCALE
HORIZONTAL: 1"=120'
VERTICAL: NA

STATUS: RECORD DRAWINGS

CS-



FALLEN PEAR LANE



FALLEN PEAR LANE

NOTES:

CONTRACTOR TO FIELD VERIFY SIZE, DEPTH, MATERIAL AND LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO THE START OF CONSTRUCTION.

THE UNDERGROUND UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM INFORMATION MADE AVAILABLE FROM THE VARIOUS UTILITIES OWNERS. THIS INFORMATION IS NOT INCLUSIVE OF ALL EXISTING UNDERGROUND UTILITIES AND CABLES. THE CONTRACTOR IS ADVISED THAT ADDITIONAL UNDERGROUND UTILITIES AND CABLES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. PLEASE BE ADVISED THAT THE UNDERGROUND UTILITIES AND CABLES COULD CONFLICT WITH THE UTILITY CONSTRUCTION AS SHOWN. THE OWNER WILL WORK WITH THE CONTRACTOR TO REALIGN THE UTILITIES TO MINIMIZE CONFLICTS. HOWEVER ALL MINIMUM SEPARATIONS (10' LATERAL SEPARATION AND 18" VERTICAL SEPARATION BETWEEN FORCE MAIN, GRAVITY SEWER AND WATER LINES) PER NCDENR MUST BE MAINTAINED AT ALL TIMES. ANY VARIANCE MUST BE APPROVED BY THE ENGINEER.

PVC PIPE FOR LOW PRESSURE SEWER FORCE MAIN SHALL BE SDR21 PVC FOR LINES LESS THAN 4" DIAMETER AND C900 DR25 FOR PIPES 4" DIAMETER AND LARGER.
PVC PIPE FOR WATER LINES SHALL BE C900 DR18.

THE OWNER WILL NOT CONSIDER REQUEST FOR ADDITIONAL COMPENSATION DUE TO THE PRESENCE OF CONFLICTING UTILITIES AND CABLES THAT ARE NOT SHOWN ON THE PLANS.

SCALE: 1"=50' (Horiz.)

UTILITY LEGEND

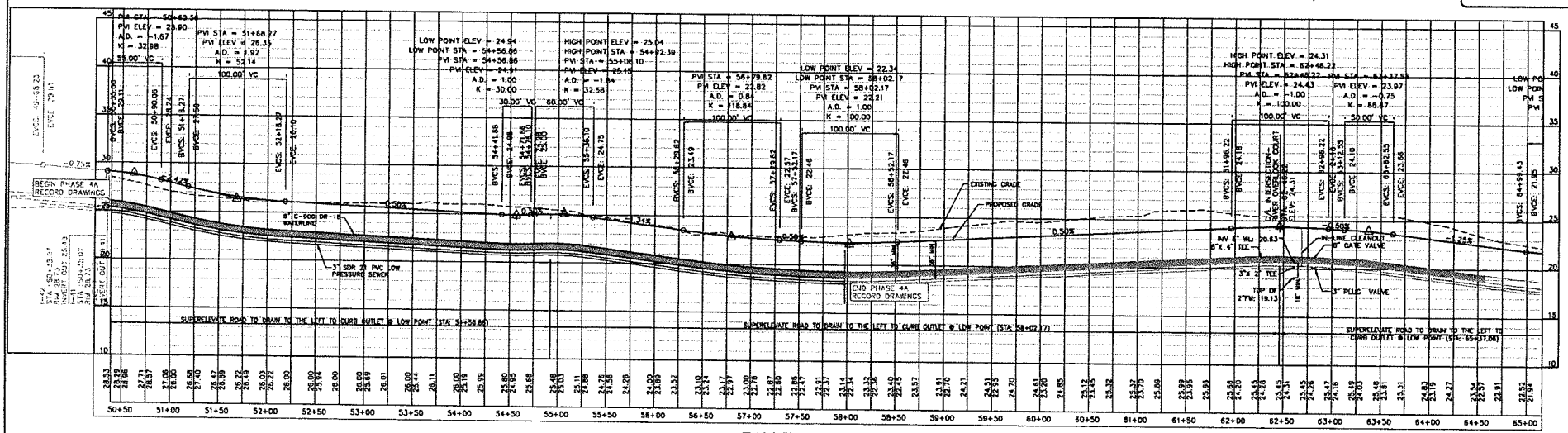
SEWER SERVICE	—S—
PLUMB SEWER CLEANOUT	—O
WATER SERVICE	—W—
FIRE HYDRANT ASSEMBLY	—W—
2" LOW PRESSURE SEWER	-2LPS-
3" LOW PRESSURE SEWER	-3LPS-
4" WATER LINE	-4W-
6" WATER LINE	-6W-
8" WATER LINE	-8W-
10" WATER LINE	-10W-
12" WATER LINE	-12W-

NOTES:
1. WATER LINE AND SEWER FORCE MAIN TO BE LOCATED 4.5' OFF BACK OF CURB UNLESS OTHERWISE SHOWN.

SCALE: 1"=50' (Horiz.)

STORMWATER LEGEND

CURB OUTLET	
EXISTING WETLANDS	
PREFORMED SCOUR HOLE W/ LEVEL SPREADER APRON	
SWALE	



FALLEN PEAR LANE

REVISIONS		
REV NO.	DESCRIPTION	DATE

SEAL 025363 ENGINEER RICHARD A. MCKIM 10/22/21

McKIM&CREED
243 North Front Street
Wilmington, North Carolina 28401
Phone: (910)343-1048, Fax: (910)251-8282
License: F-1223
www.mckimcreed.com

RIVER BLUFF HOLDINGS II, LLC
111 MILITARY CUT OFF ROAD SUITE 251
WILMINGTON, NC 28405
(910)256-2211

The Bluffs on the CAPE FEAR

BLUFFS ON THE CAPE FEAR
PHASE 4A
BRUNSWICK COUNTY, NC

PLAN AND PROFILE
FALLEN PEAR LANE
STA 50+39.11 – 65+00

DATE:	10/22/2021
MCK PROJ. #	4832-0005
DRAWN	RAS, CDH, DHS
DESIGNED	RAS, CDH
CHECKED	RAM
PROJ. MGR.	RAM

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=5'

STATUS: RECORD DRAWINGS

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # V. - 5.
County Attorney - Roger Bacon Academy Deed Of Dedication

From:
Asst. County Attorney-- Bryan Batton

Issue/Action Requested:
Consider accepting the Deed of Dedication for water infrastructure for Roger Bacon Academy, Leland.

Background/Purpose of Request:
Leland Charter, LLC has submitted a Deed of Dedication for water infrastructure at Roger Bacon Academy, Leland, NC. 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
$ 12,254.00 for water.

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Accept the Deed of Dedication for water infrastructure from Leland Charter, LLC.

County Manager's Recommendation:
Recommend the Board of Commissioners accept the Deed of Dedication for water infrastructure for Roger Bacon Academy, Leland.

ATTACHMENTS:

Description

- Roger Bacon Academy DOD

Prepared by: Leland Charter, LLC
Mark S. Dudeck
3610Thadeuss Lott Lane
Leland, NC 28451

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the 19 day of October, 2021, by and between **Leland Charter, LLC**, a North Carolina limited liability company, with an office and 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; whose mailing address is PO Box 219, Bolivia, NC 28422.

WITNESSETH

That whereas Developer is the owner and developer of a tract or parcel located in Northwest Township, Brunswick County, North Carolina, known as Classical Charter Schools of Leland;

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

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

And whereas Grantee has adopted through appropriate resolution stated policy regarding water distribution for said subdivision Developer must convey title to the water distribution system to Grantee through an instrument of dedication acceptable to Grantee;

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

367 linear feet of 8-inch water main line with one fire hydrant to serve the school with a 20-foot public utility easement centered on the water main as shown on the asbuilts prepared by Norris & Tunstall Consulting Engineers and attached herein as Exhibit A.

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

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

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

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

Leland Charter, LLC

By: _____

Mark S. Dudeck, Manager

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, do hereby certify that Mark S. Dudeck personally came before me this day, and (I have personal knowledge of the identity of the principal) OR (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____) OR (a credible witness has sworn to the identity of the principal (s)); and he/she acknowledged that he/she is (Title of officer, ie: President, Vice President, Member, Manager) of (Name od Developer), a North Carolina Corporation or LLC, and that he/she, as (Title of officer), being authorized to do so, executed the foregoing on behalf of the (Corporation or LLC).

Witness my hand and official seal, this the 14th day of October, 2021.

Lisa A. Whitman
NOTARY PUBLIC
Brunswick County, N.C.

Lisa A. Whitman
Signature of Notary Public

Lisa A. Whitman
Printed or Typed Name of Notary Public

My Commission Expires: 04-17-2026

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for (Name of Developer) was accepted by the Brunswick County Board of Commissioners on the _____ day of _____, 2021.

Brunswick County Board of Commissioners

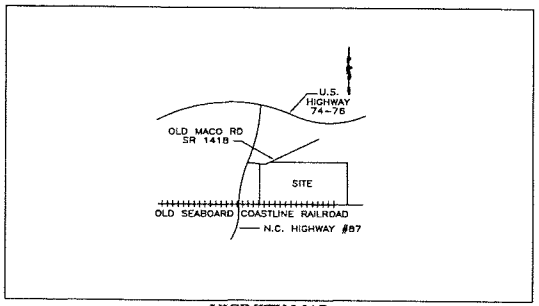
_____
Randy Thompson, Chairman

_____

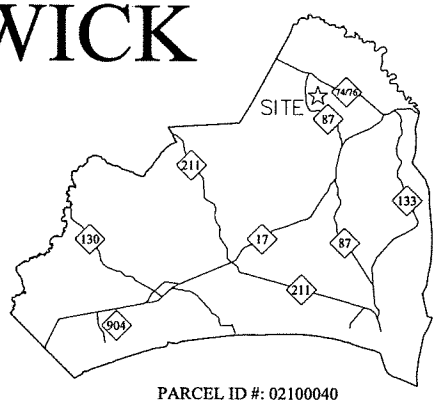
Daralyn Spivey
Clerk to the Board

- EXHIBIT A -

COUNTY OF BRUNSWICK



VICINITY MAP
(Not to Scale)



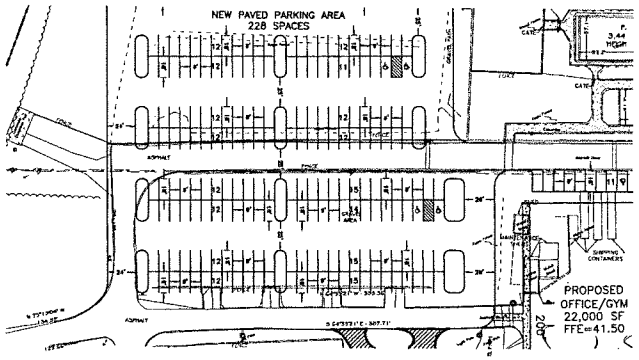
PARCEL ID #: 02100040

ROGER BACON ACADEMY
WATERMAIN EXTENSION - PHASE 2

TYPE OF WORK: ADD 376 LF OF 8" WATERLINE AND 1 FIRE HYDRANT.

OWNER:
THE ROGER BACON ACADEMY
3610 THADDEUS LOTT LANE
LELAND, NC 28451

ATTN. MARK DUDECK
910-612-1049



INDEX OF SHEETS

C	:	BC COVER
C4	:	WATERMAIN EXTENTION
C8	:	DETAILS
C9	:	DETAILS
C10	:	DETAILS

DESIGNER
PHIL NORRIS
NORRIS & TUNSTALL CONSULTING ENGINEERS, P.C.
1900 EASTWOOD RD., SUITE #11
WILMINGTON, NC 28403
PHONE: 910-343-9653
FAX: 910-343-9604
EMAIL: PNORRIS@NTENGINEERS.COM

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: 07/19/21

SUBMITTAL: ASBUILT

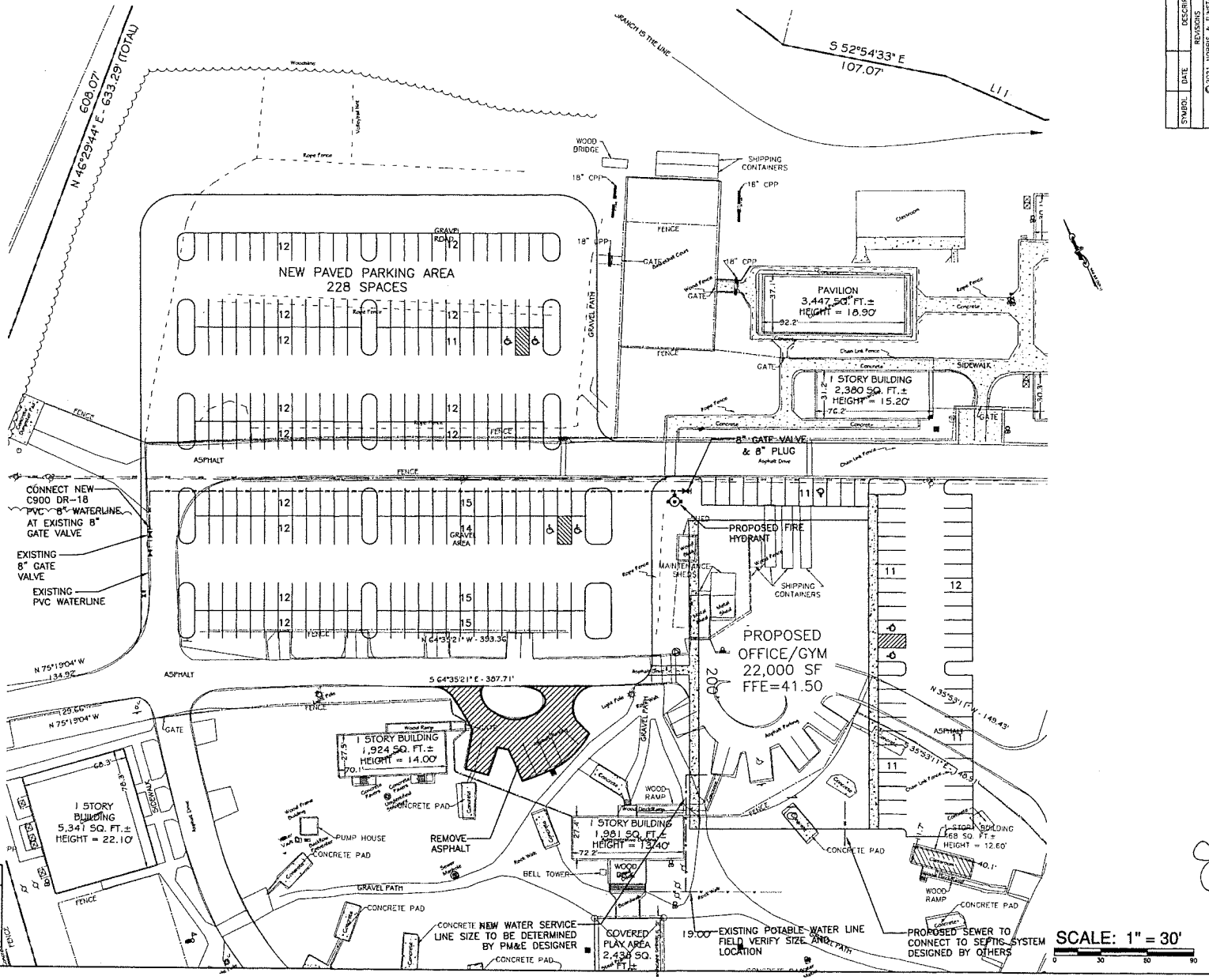
PROJECT NAME: ROGER BACON ACADEMY WATERMAIN EXTENSION - PHASE 2
LOCATION: LEARNING LANE, LELAND NC
OWNER: ROGER BACON ACADEMY
DESIGNER: P NORRIS, NORRIS & TUNSTALL, P.C.

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19066 PHILLIP NORRIS

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

PROJECT NO. 20116

SHEET NO. C



AS-BUILT DRAWING DATE: 07/19/21

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.

LEGEND

- PROPERTY LINE
- RIGHT OF WAY
- PROPOSED 8" WATERMAIN

SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	

© 2021 NORRIS & TUNSTALL

UTILITY PLAN - ASBUILT
ROGER BACON ACADEMY EXPANSION
- LEARNING LANE -
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER:
THE ROGER BACON ACADEMY
1600 ST. JAMES CHURCH ST. EAST LANE
LELAND, NC 28451
ATTN: MARK DUDECK
910.617.1049

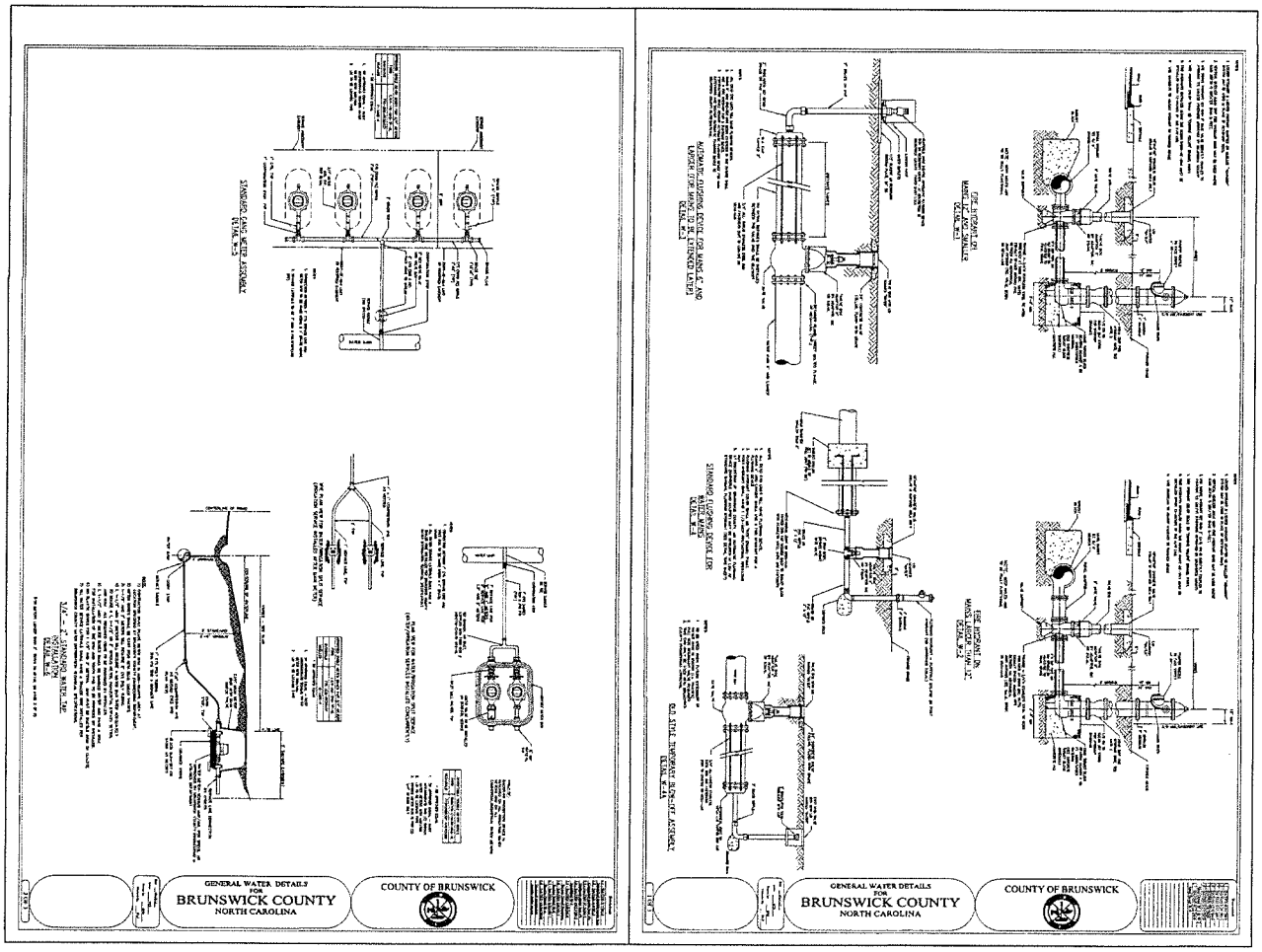
NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE (910) 343-9655
1429 ASH-LITTLE RIVER RD. NW
ASH, NC 28420
PHONE (910) 287-9900
Licence #C-3641

20116

DES.	JPN
D.D.	JPN
DRWN.	DJB
DATE	07/19/21

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19868 PHILLIP NORRIS

C4



AS-BUILT DRAWING DATE: 07/19/21

THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN PREPARED AND/OR COMPILED BY NORRIS & TUNSTALL, PA, ON THE BASIS OF INFORMATION PROVIDED BY OTHERS. NORRIS & TUNSTALL, PA, HEREBY WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH MAY BE CONTAINED IN THIS DOCUMENT AS A RESULT OF INCORRECT INFORMATION INCORPORATED INTO

SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	

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C8

DES. JPN
DRN. EDH
DATE 02/25/21

Project #C-3641
20116

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:
THE ROGER BACON ACADEMY
3610 THADDEUS LOTT LANE
LELAND, NC 28451

ATTN. MARK DUDECK
910-612-1049

DETAILS - ASBUILT

BRUNSWICK COUNTY, NORTH CAROLINA

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK AFFIDAVIT

Leland Charter, LLC, a North Carolina limited liability company, 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 in Northwest Township, Brunswick County, North Carolina, known as Classical Charter Schools of Leland, 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 under and along the road rights-of-way property hereinafter described and referenced:

367 linear feet of 8-inch water main line with one fire hydrant to serve the school with a 20-foot public utility easement centered on the water main as shown on the asbuilts prepared by Norris & Tunstall Consulting Engineers and attached herein as Exhibit A.

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

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer, this 14 day of October, 2021.

Leland Charter, LLC

By: _____

Mark S. Dudeck, Manager

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

Signed and sworn to (or affirmed) before me, this day by Mark S. Dudeck.
(Name of Principal)

Date: 10-14-2021

Lisa A. Whitman
Signature of Notary Public

(NOTARY SEAL)

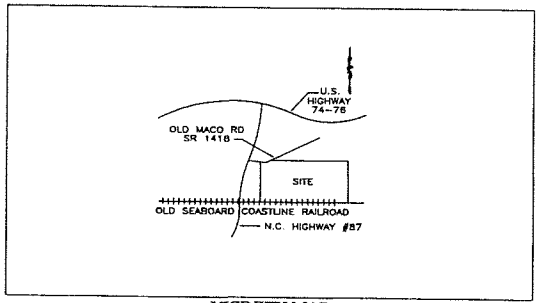
Lisa A. Whitman
NOTARY PUBLIC
Brunswick County, N.C.

Lisa A. Whitman
Printed Name of Notary Public

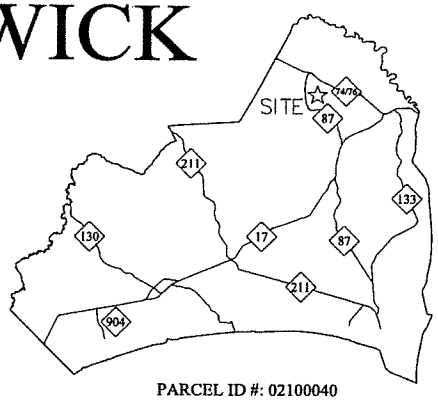
My Commission Expires: 04-17-2026

EXHIBIT A -

COUNTY OF BRUNSWICK



VICINITY MAP
(Not to Scale)



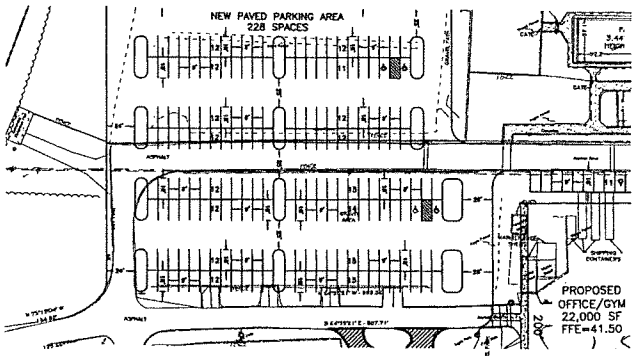
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ROGER BACON ACADEMY
WATERMAIN EXTENSION - PHASE 2

TYPE OF WORK: ADD 376 LF OF 8" WATERLINE AND 1 FIRE HYDRANT.

OWNER:
THE ROGER BACON ACADEMY
3610 THADDEUS LOTT LANE
LELAND, NC 28451

ATTN. MARK DUDECK
910-612-1049



INDEX OF SHEETS

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C10	:	DETAILS

DESIGNER
PHIL NORRIS
NORRIS & TUNSTALL CONSULTING ENGINEERS, P.C.
1900 EASTWOOD RD., SUITE #11
WILMINGTON, NC 28403
PHONE: 910-343-9653
FAX: 910-343-9604
EMAIL: PNORRIS@NTENGINEERS.COM

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: 07/19/21

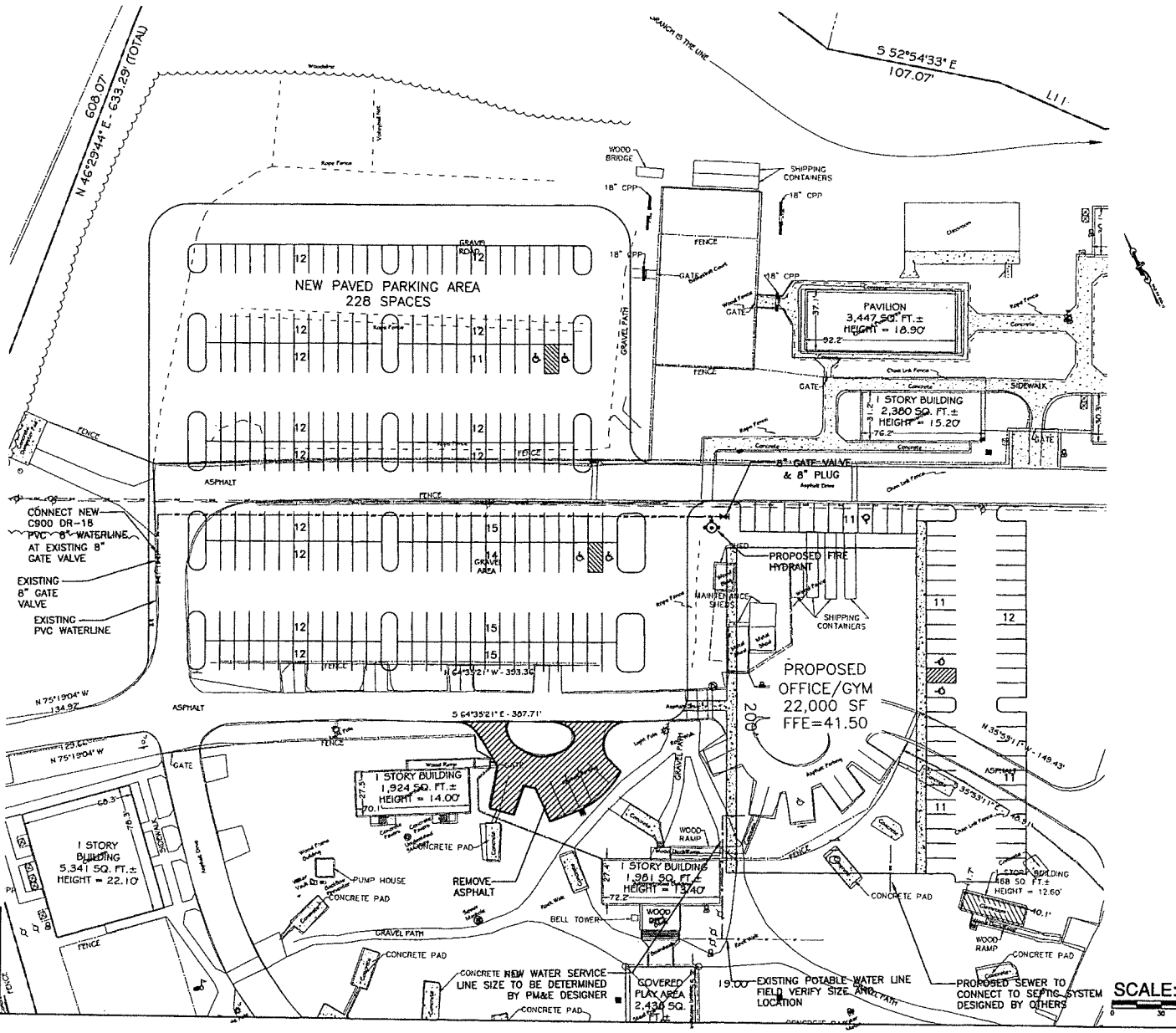
SUBMITTAL: ASBUILT

PROJECT NAME: ROGER BACON ACADEMY
WATERMAIN EXTENSION - PHASE 2
LOCATION: LEARNING LANE, LELAND NC
OWNER: ROGER BACON ACADEMY
DESIGNER: P NORRIS, NORRIS & TUNSTALL, P.C.

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

PROJECT NO. 20116

SHEET NO. C



SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	

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UTILITY PLAN - ASBUILT
ROGER BACON ACADEMY EXPANSION
- LEARNING LANE

OWNER:
THE ROGER BACON ACADEMY
3410 TIRADDEUS LOTT LANE
LELAND, NC 28451
ATTN: MARK TERHUNE

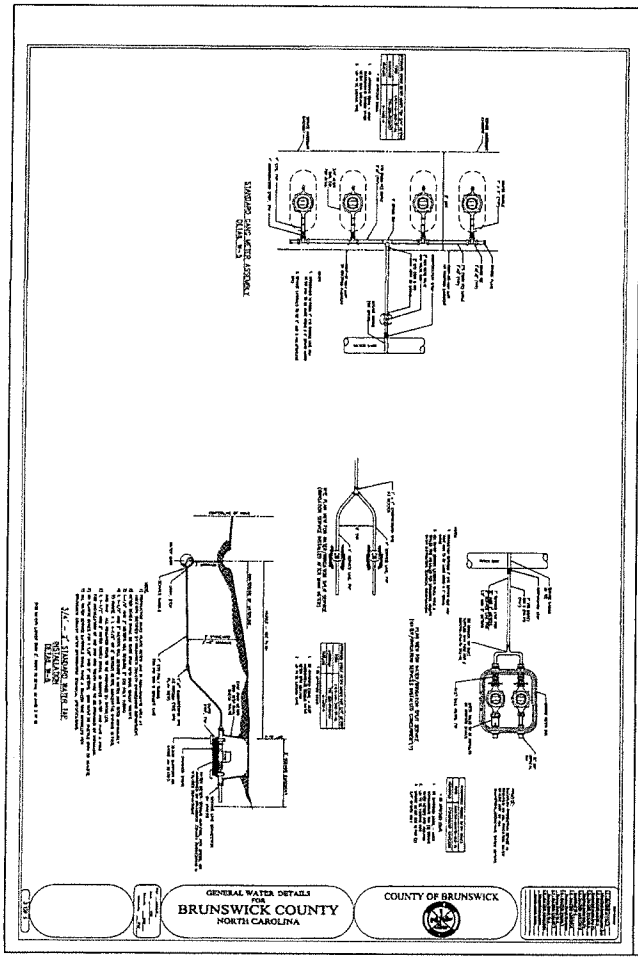
NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
202 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
1429 ASH-LITTLE RIVER RD. SW
ASHTON, NC 28421
License #C-3641

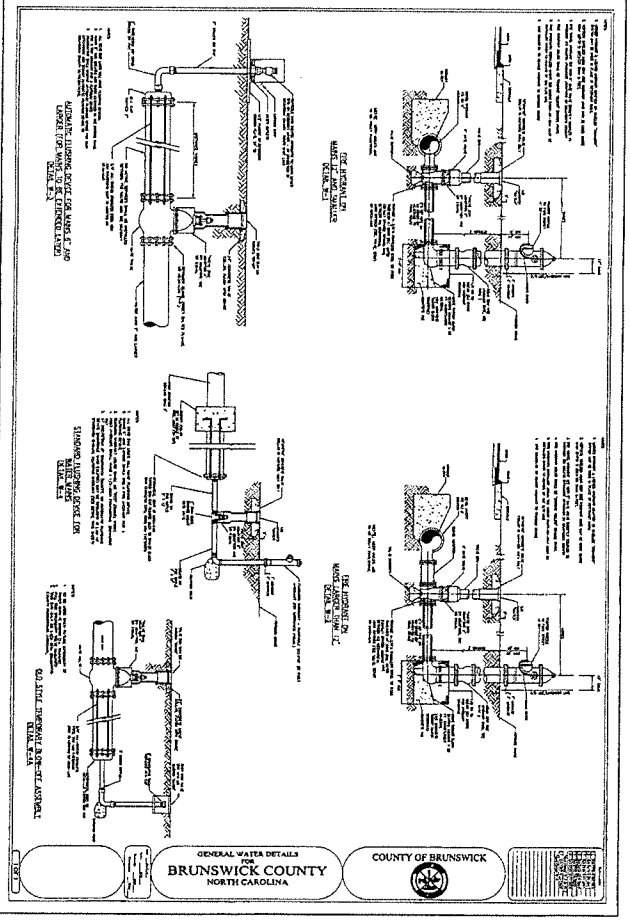
20116

DES. JPN
DR. JPN
CHK. EDB
DATE 07/19



C4





AS-BUILT DRAWING DATE: 07/19/21

THESE AS-BUILT OR RECORD DRAWINGS HAVE BEEN CREATED IN PART, OR IN WHOLE, ON THE BASIS OF INFORMATION PROVIDED BY OTHERS. NORRIS & TUNSTALL, P.C. WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH MAY HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.

SYMBOL	DATE	DESCRIPTION	BY
		REVISIONS	

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C8

JOHN P. NORRIS, JR. SEAL 16881 REGISTERED PROFESSIONAL ENGINEER

DES JPN
DWN EDB
DATE 02/25

20116

License #C-3641

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2602 IRON GATE DR., SUITE 102 WILMINGTON, NC 28412
1429 ASH LITTLE RIVER RD. NW ASH, NC 28420

OWNER:
THE ROGER BACON ACADEMY
3610 THADDEUS LOTT LANE
LELAND, NC 28451
ATTN. MARK DUDECK

DETAILS - ASBUILT

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # V. - 6.
County Attorney - South Brunswick Charter School Deed Of Dedication

From:
Asst. County Attorney-- Bryan Batton

Issue/Action Requested:
Consider accepting the Deed of Dedication for water infrastructure for South Brunswick Charter School.

Background/Purpose of Request:
Southport Charter Campus, LLC has submitted a Deed of Dedication for water infrastructure for South Brunswick Charter School. 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
$ 44,574.00 for water

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Accept the Deed of Dedication for water infrastructure from Southport Charter Campus, LLC.

County Manager's Recommendation:
Recommend the Board of Commissioners accept the Deed of Dedication for water infrastructure for South Brunswick Charter School.

ATTACHMENTS:

Description

- South Brunswick Charter School DOD

Prepared by: Southport Charter Campus, LLC
Mark S. Dudeck
3610Thadeuss Lott Lane
Leland, NC 28451

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the 19 day of October, 2021, by and between **Southport Charter Campus, LLC**, a North Carolina limited liability company, with an office and 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; whose mailing address is PO Box 249, Bolivia, NC 28422.

WITNESSETH

That whereas Developer is the owner and developer of a tract or parcel located in Lockwood Folly Township, Brunswick County, North Carolina, known as Classical Charter Schools of Southport;

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

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

And whereas Grantee has adopted through appropriate resolution stated policy regarding water distribution for said subdivision Developer must convey title to the water distribution system to Grantee through an instrument of dedication acceptable to Grantee;

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

1,141 linear feet of 8-inch water main line with ~~one~~ (4) fire hydrant to serve the school with a 20-foot public utility easement centered on the water main as shown on the asbuilts prepared by Norris & Tunstall Consulting Engineers and attached herein as Exhibit A.

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

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

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

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

Southport Charter Campus, LLC

By: _____

Mark S. Dudeck, Manager

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, do hereby certify that Mark S. Dudeck personally came before me this day, and (I have personal knowledge of the identity of the principal) OR (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____) OR (a credible witness has sworn to the identity of the principal (s)); and he/she acknowledged that he/she is (Title of officer, ie: President, Vice President, Member, Manager) of (Name od Developer), a North Carolina Corporation or LLC, and that he/she, as (Title of officer), being authorized to do so, executed the foregoing on behalf of the (Corporation or LLC).

Witness my hand and official seal, this the 14th day of October, 2021.

Lisa A. Whitman
NOTARY PUBLIC
Brunswick County, N.C.

Lisa A. Whitman
Signature of Notary Public

Lisa A. Whitman
Printed or Typed Name of Notary Public

My Commission Expires: 04-17-2026

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for (Name of Developer) was accepted by the Brunswick County Board of Commissioners on the _____ day of _____, 2021.

Brunswick County Board of Commissioners

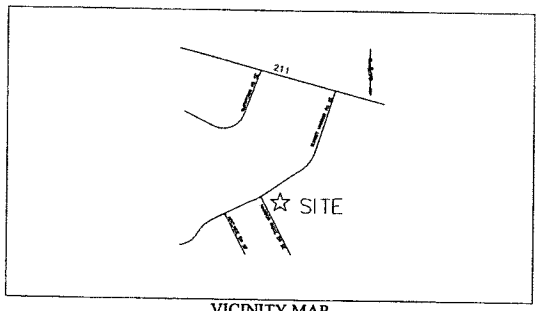
_____
Randy Thompson, Chairman

_____

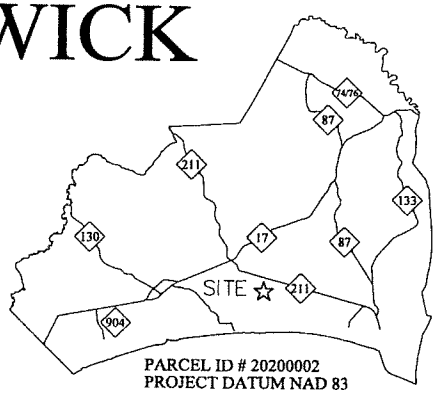
Daralyn Spivey
Clerk to the Board

- EXHIBIT A -

COUNTY OF BRUNSWICK



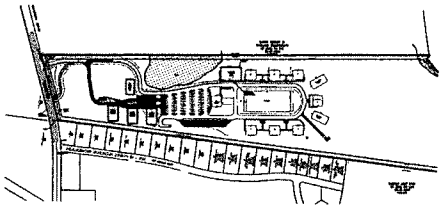
VICINITY MAP
(Not to Scale)



PARCEL ID # 20200002
PROJECT DATUM NAD 83

SOUTH BRUNSWICK CHARTER SCHOOL EXPANSION - AS-BUILT

OWNER
COASTAL HABITAT CONSERVANCY, LLC
ATTN: MARK DUDECK
3610 THADDEUS LOTT LANE
LELAND, NC 28457



TYPE OF WORK:
INSTALLATION OF
1,411 LF OF NEW 8"
C-900 PVC WATER MAIN
AND 4 NEW FIRE HYDRANTS

INDEX OF SHEETS

C	:	COVER SHEET
OP	:	OVERALL PLAN
DP	:	DEMOLITION PLAN
C1	:	GRADING AND DRAINAGE PLAN
C2	:	LAYOUT PLAN
C3	:	UTILITY PLAN
C4	:	DETAILS
C5	:	BRUNSWICK COUNTY DETAILS
C6	:	BRUNSWICK COUNTY DETAILS
C7	:	BRUNSWICK COUNTY DETAILS
C8	:	BRUNSWICK COUNTY DETAILS
C9	:	BRUNSWICK COUNTY DETAILS
C10	:	BRUNSWICK COUNTY DETAILS

AS-BUILT DRAWING DATE: 10/28/21

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.

DESIGNER
J. PHILLIP 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

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: 10/28/21

SUBMITTAL: AS-BUILT

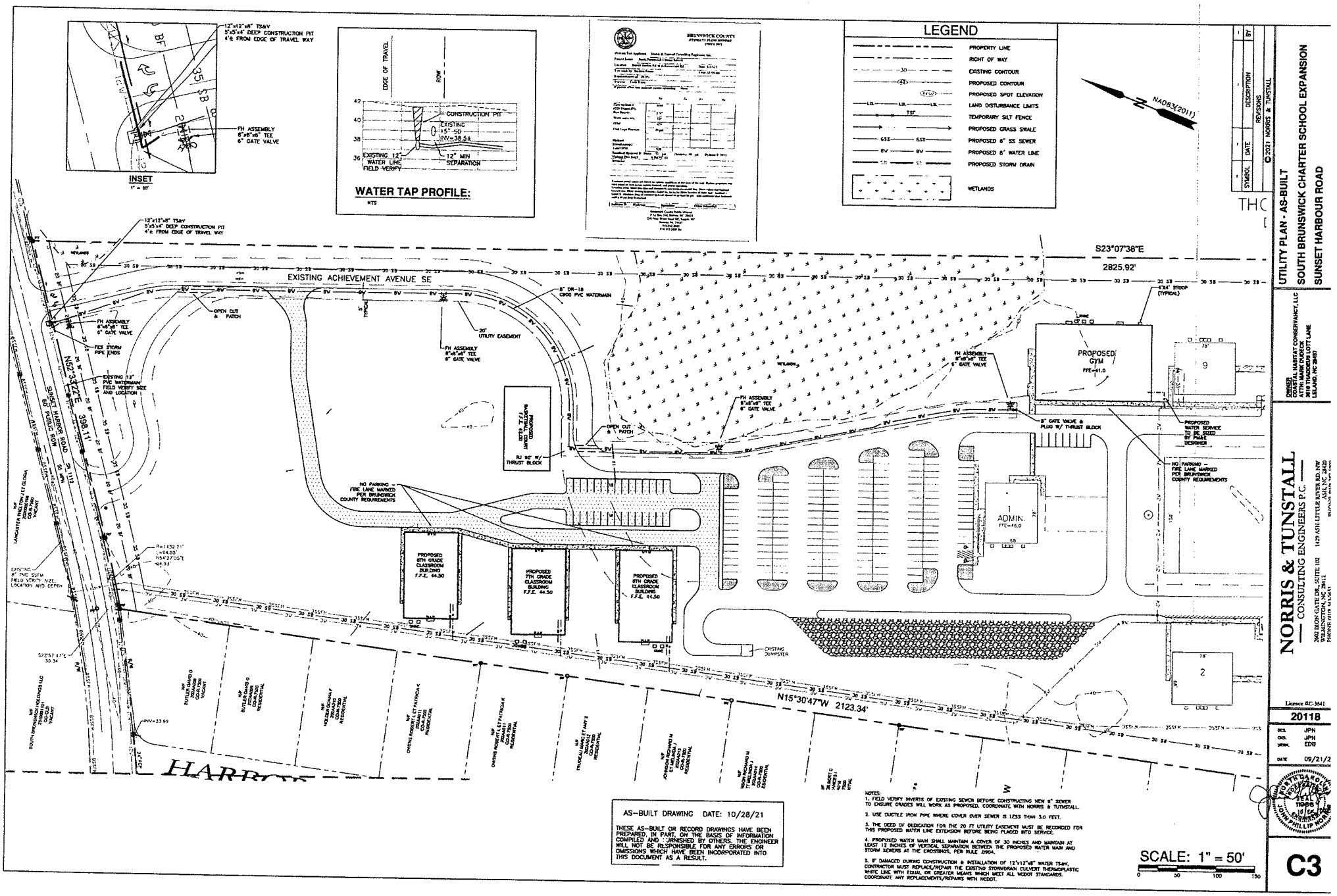
PROJECT NAME: SOUTH BRUNSWICK CHARTER SCHOOL EXPANSION
LOCATION: SUNSET HARBOR ROAD
OWNER: COASTAL HABITAT CONSERVANCY, LLC
DESIGNER: P NORRIS, NORRIS & TUNSTALL

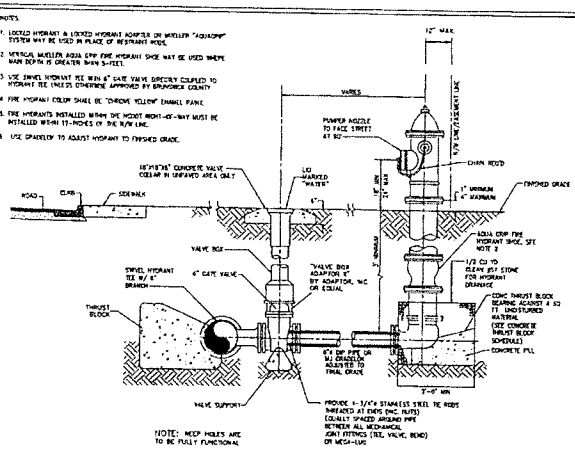
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 038012 J. PHILLIP NORRIS
CIVIL

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

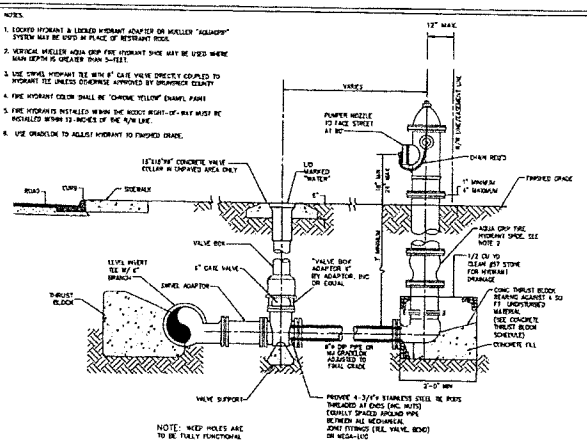
PROJECT NO. 20118

SHEET NO. C

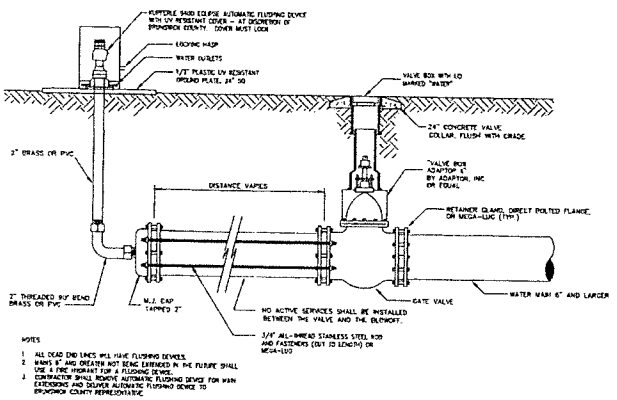

INSET
WATER TAP PROFILE:
LEGEND
PROPERTY LINE
RIGHT OF WAY
EXISTING CONTOUR
PROPOSED CONTOUR
PROPOSED SPOT ELEVATION
LAND DISTURBANCE LIMITS
TEMPORARY SILT FENCE
PROPOSED GRASS SWALE
PROPOSED 6" SS SEWER
PROPOSED 8" WATER LINE
PROPOSED STORM DRAIN
WETLANDS
NAD83(2011)
EXISTING ACHIEVEMENT AVENUE SE
SUNSET HARBOR ROAD
60' PUBLIC R/W
S23°07'38"E
2825.92'
N15°30'47"W 2123.34'
N52°33'12"E 398.11'
PROPOSED GYM
FFE=41.0
ADMIN.
FFE=46.0
PROPOSED 8TH GRADE CLASSROOM BUILDING F.F.E. 44.50
PROPOSED 7TH GRADE CLASSROOM BUILDING F.F.E. 44.50
PROPOSED 8TH GRADE CLASSROOM BUILDING F.F.E. 44.50
EXISTING DUMPSTER
NO PARKING - FIRE LANE MARKED PER BRUNSWICK COUNTY REQUIREMENTS
OPEN CUT & PATCH
FH ASSEMBLY 8"x8"x8" TEE 6" GATE VALVE
8" DR-18 C900 PVC WATERMAIN
20' UTILITY EASEMENT
8" GATE VALVE & PLUG W/ THRUST BLOCK
PROPOSED WATER SERVICE TO BE SIZED BY PLANS DESIGNER
4'X4' STOOP (TYPICAL)
AS-BUILT DRAWING DATE: 10/8/21
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.
NOTES:
1. FIELD VERIFY INVERTS OF EXISTING SEWER BEFORE CONSTRUCTING NEW 8" SEWER TO ENSURE GRADES WILL WORK AS PROPOSED. COORDINATE WITH NORRIS & TUTNSTALL.
2. USE DUCTILE IRON PIPE WHERE COVER OVER SEWER IS LESS THAN 3.0 FEET.
3. THE DEED OF DEDICATION FOR THE 20 FT UTILITY EASEMENT MUST BE RECORDED FOR THIS PROPOSED WATER LINE EXTENSION BEFORE BEING PLACED INTO SERVICE.
4. PROPOSED WATER MAIN SHALL MAINTAIN A COVER OF 30 INCHES AND MAINTAIN AT LEAST 12 INCHES OF VERTICAL SEPARATION BETWEEN THE PROPOSED WATER MAIN AND STORM SEWERS AT THE CROSSINGS, PER RULE .0904.
5. IF DAMAGED DURING CONSTRUCTION & INSTALLATION OF 12"x12"x8" WATER TS&V, CONTRACTOR MUST REPLACE/REPAIR THE EXISTING STORMDRAIN CULVERT THEN/DISPLASTIC WHITE LINE WITH EQUAL OR GREATER MEANS WHICH MEET ALL NCDOT STANDARDS. COORDINATE ANY REPLACEMENTS/REPAIRS WITH NCDOT.
SCALE: 1" = 50'
0 30 100 150
© 2021 NORRIS & TUTNSTALL
REVISIONS
SYMBOL DATE DESCRIPTION BY
UTILITY PLAN - AS-BUILT
SOUTH BRUNSWICK CHARTER SCHOOL EXPANSION
SUNSET HARBOUR ROAD
OWNER
COASTAL HABITAT CONSERVANCY, LLC
ATTN: TRADD SCOTT LANE
3118 TRADDS SCOTT LANE
LELAND, NC 28451
NORRIS & TUTNSTALL
CONSULTING ENGINEERS P.C.
2602 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
1429 ASHLITTLE RIVER RD. NW
ASH, NC 28420
Licence #C-3641
20118
DES JPM
DRN ETM
CHK DDB
DATE 09/21/21
C3



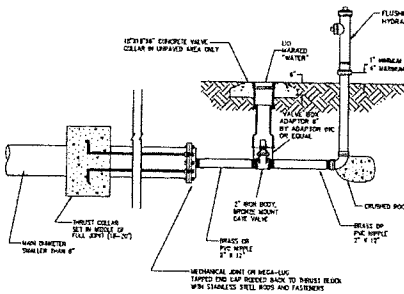
FIRE HYDRANT ON
MAINS 12" AND SMALLER
DETAIL W-1



FIRE HYDRANT ON
MAINS LARGER THAN 12"
DETAIL W-2

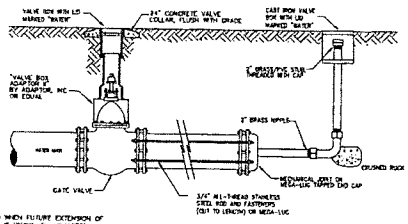


AUTOMATIC FLUSHING DEVICE FOR MAINS 6" AND
LARGER (FOR MAINS TO BE EXTENDED LATER)
DETAIL W-3



NOTES:
1. ALL DEAD END LINES WILL HAVE FLUSHING DEVICE.
2. MAINS 8" AND LARGER SHALL USE A FIRE HYDRANT FOR A FLUSHING DEVICE.
3. FLUSHING HYDRANT COLOR SHALL BE "RED" ENAMEL PAINT.
4. POST HYDRANT SHALL HAVE 1 1/2-INCH PENTAGONAL OPERATING NUT.
5. AT DISCRETION OF BRUNSWICK COUNTY, AN AUTOMATIC FLUSHING DEVICE (KUPFERLE 5400 ECLIPSE) MAY BE REQUIRED IN LIEU OF STANDARD MANUAL FLUSHING HYDRANT (SEE DETAIL THIS SHEET)

STANDARD FLUSHING DEVICE FOR
WATER MAINS
DETAIL W-4



NOTES:
1. TO BE USED WHEN FUTURE EXTENSION OF WATER MAIN IS KNOWN (i.e. PHASES).
2. FULL SIZE BOUNDARY VALVE REQUIRED.
3. THIS CAN ONLY BE USED WITH BRUNSWICK COUNTY ENGINEERING APPROVAL

OLD STYLE TEMPORARY BLOW-OFF ASSEMBLY
DETAIL W-4A

Revisions
1 - DATED 12/4/2017
2 - DATED 1/29/2018
3 - DATED 7/12/2018
4 - DATED 11/5/2018
5 - DATED 1/9/2020
6 - DATED 12/17/2020
Mod Detail W-1 & W-2
7 - DATED 4/22/2021
Mod Detail W-4

COUNTY OF BRUNSWICK

GENERAL WATER DETAILS
FOR
BRUNSWICK COUNTY
NORTH CAROLINA

Date: 10/28/21
Scale: NTS
Design By: JPM
Checked By: WLP

1 OF 5

SYMBOL	DATE	DESCRIPTION	BY

© 2021 NORRIS & TUNSTALL

BRUNCWICK COUNTY DETAILS - AS-BUILT
SOUTH BRUNSWICK CHARTER SCHOOL EXPANSION
SUNSET HARBOUR ROAD

OWNER:
SOUTH BRUNSWICK CHARTER CONSERVANCY, LLC
ATTN: MARK DUNCAN
3810 THADDEUS LOTT LANE
LELAND, NC 28451

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
2603 EION GATE DR., SUITE 102 | 1429 ASH-LITTLE RIVER RD. NW
WILMINGTON, NC 28411 | FAYETTEVILLE, NC 28304

Licence #C-3411

20118

DES. JPM
CHD. JPM
DRWN. EDB

DATE 10/28/

SEAL
TRUNG
10/28/21
ENGINEER
JOHN PHILLIP MOORE

C5

AS-BUILT DRAWING DATE: 10/28/21

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STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK AFFIDAVIT

Southport Charter Campus, LLC, a North Carolina limited liability company, with an office and place of business in Brunswick County, North Carolina, hereinafter referred toas Affiant, being first duly sworn, hereby disposes and says under oath as follows:

1. That it is the owner of certain property located in Lockwood Folly Township, Brunswick County, North Carolina, known as Classical Charter Schools of Southport, as 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 under and along the road rights-of-way property hereinafter described and referenced:

1,141 linear feet of 8-inch water main line with (4) fire hydrant to serve the school with a 20-foot public utility easement centered on the water main as shown on the asbuilts prepared by Norris & Tunstall Consulting Engineers and attached herein as Exhibit A.

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

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer, this 14 day of October, 2021.

Southport Charter Campus, LLC

By: _____

Mark S. Dudeck, Manager

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

Signed and sworn to (or affirmed) before me, this day by Mark S. Dudeck.
(Name of Principal)

Date: 10-14-2021

(NOTARY SEAL)

Lisa A. Whitman
NOTARY PUBLIC
Brunswick County, N.C.

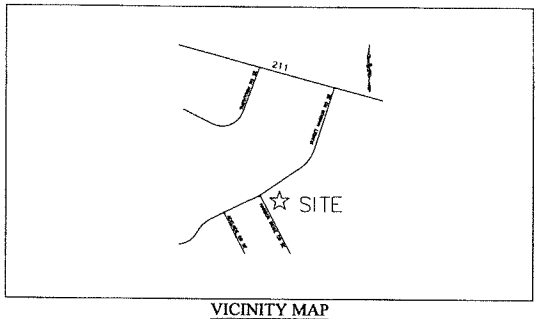
Lisa A. Whitman
Signature of Notary Public

Lisa A. Whitman
Printed Name of Notary Public

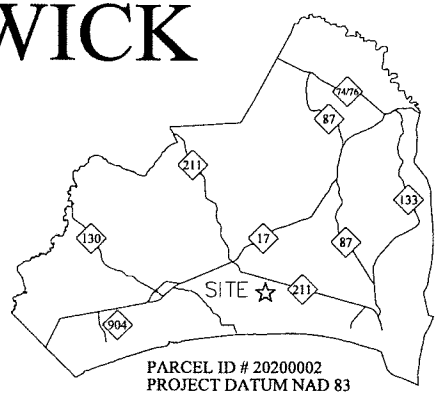
My Commission Expires: 04-17-2026

- EXHIBIT A -

COUNTY OF BRUNSWICK



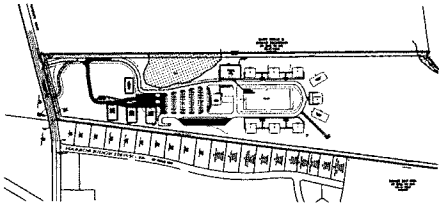
VICINITY MAP
(Not to Scale)



PARCEL ID # 20200002
PROJECT DATUM NAD 83

SOUTH BRUNSWICK CHARTER SCHOOL EXPANSION - AS-BUILT

OWNER
COASTAL HABITAT CONSERVANCY, LLC
ATTN: MARK DUDECK
3610 THADDEUS LOTT LANE
LELAND, NC 28457



TYPE OF WORK:
INSTALLATION OF
1,411 LF OF NEW 8"
C-900 PVC WATER MAIN
AND 4 NEW FIRE HYDRANTS

INDEX OF SHEETS

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AS-BUILT DRAWING DATE: 10/28/21

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DESIGNER
J. PHILLIP 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

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: 10/28/21

SUBMITTAL: AS-BUILT

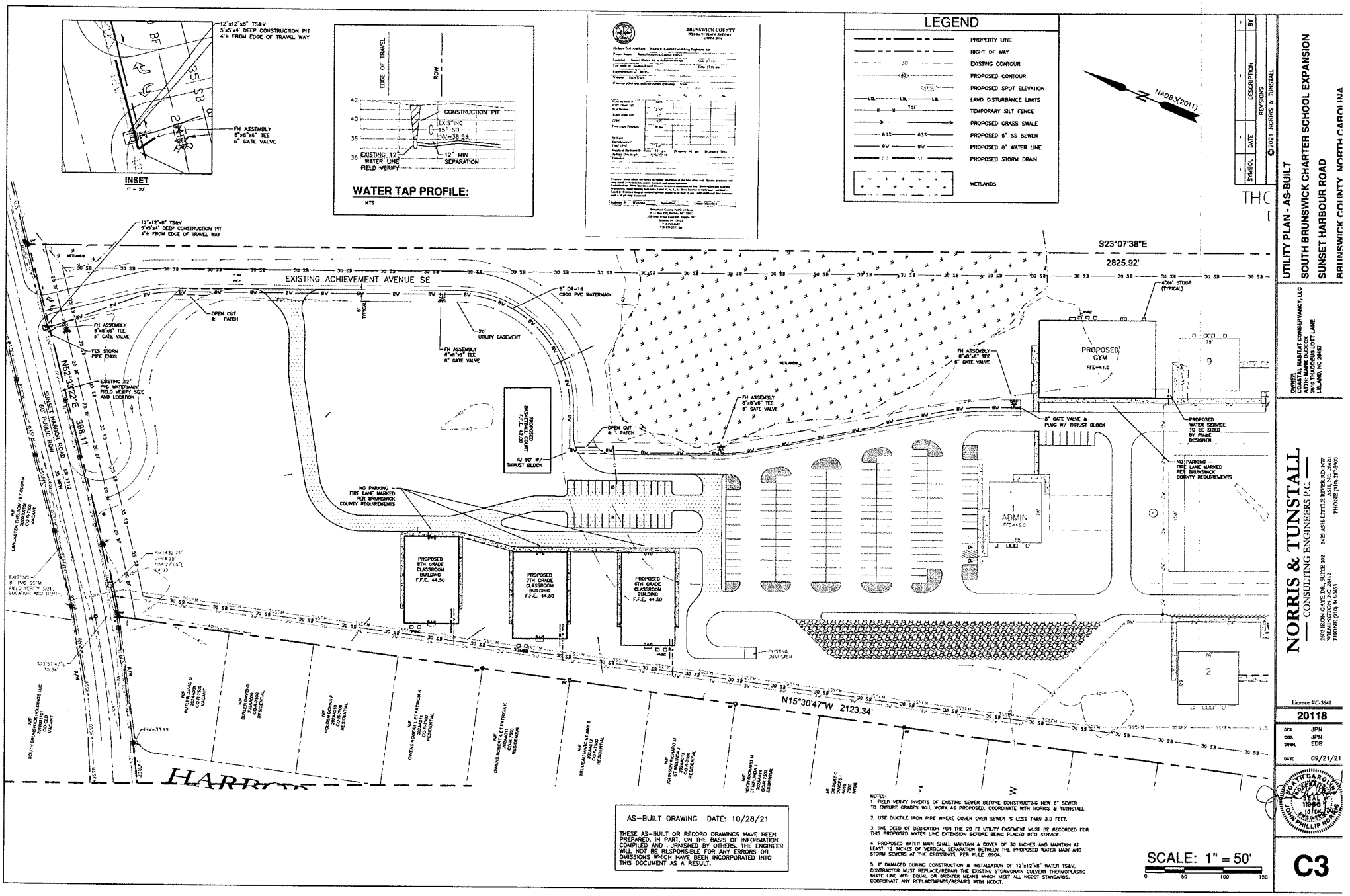
PROJECT NAME: SOUTH BRUNSWICK CHARTER SCHOOL EXPANSION
LOCATION: SUNSET HARBOR ROAD
OWNER: COASTAL HABITAT CONSERVANCY, LLC
DESIGNER: P NORRIS, NORRIS & TUNSTALL

NORTH CAROLINA PROFESSIONAL SEAL 10 LICENSED ENGINEER J. PHILLIP NORRIS CIVIL

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

PROJECT NO. 20118

SHEET NO. C



SYMBOL	DATE	DESCRIPTION	BY
-	-	-	-

REVISIONS

© 2021 NORRIS & TUNSTALL

UTILITY PLAN - AS-BUILT
SOUTH BRUNSWICK CHARTER SCHOOL EXPANSION
SUNSET HARBOUR ROAD
BRUNSWICK COUNTY, NORTH CAROLINA

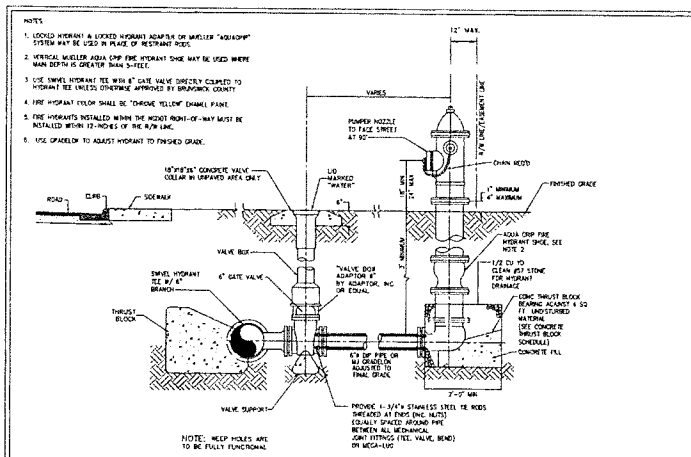
OWNER
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ATTN: MARK DUDECK
1429 ASH LITTLE RIVER RD. NW
LELAND, NC 28451

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
3600 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE: (910) 343-0433
1429 ASH LITTLE RIVER RD. NW
ASH, NC 28420
PHONE: (910) 287-5900
Licence #C-3641

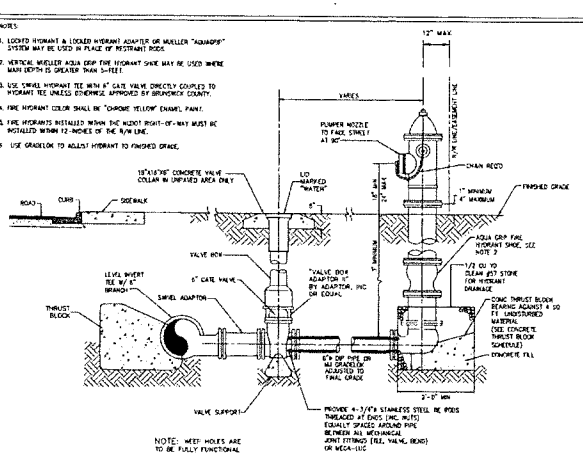
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DES. JPN
DRN. JPN
APPR. EDB
DATE 09/21/21

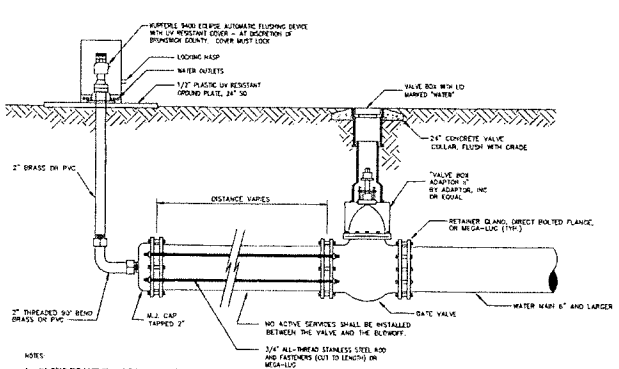
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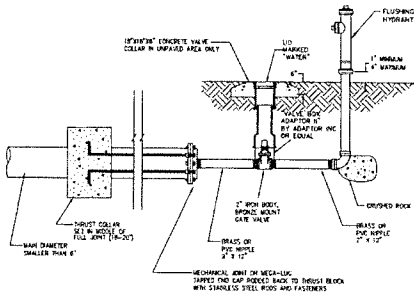
FIRE HYDRANT ON MAINS 12" AND SMALLER
DETAIL W-1



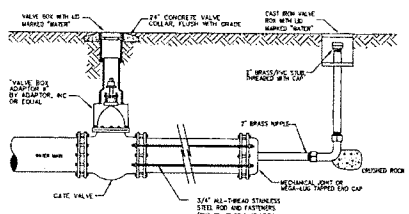
FIRE HYDRANT ON MAINS LARGER THAN 12"
DETAIL W-2



AUTOMATIC FLUSHING DEVICE FOR MAINS 6" AND LARGER (FOR MAINS TO BE EXTENDED LATER)
DETAIL W-3



STANDARD FLUSHING DEVICE FOR WATER MAINS
DETAIL W-4



OLD STYLE TEMPORARY BLOW-OFF ASSEMBLY
DETAIL W-4A

Revisions
1 - DATED 6/30/2021
2 - DATED 8/30/2021
3 - DATED 9/15/2021
4 - DATED 9/24/2021
5 - DATED 2/6/2020
6 - DATED 8/27/2020
Mod Detail W-1 & W-3
7 - DATED 4/27/2020
Mod Detail W-4

COUNTY OF BRUNSWICK

GENERAL WATER DETAILS FOR BRUNSWICK COUNTY NORTH CAROLINA

1 OF 3

AS-BUILT DRAWING DATE: 10/28/21

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	

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BRUNCWICK COUNTY DETAILS - AS-BUILT
SOUTH BRUNSWICK CHARTER SCHOOL EXPANSION
SUNSET HARBOUR ROAD
BRUNSWICK COUNTY, NORTH CAROLINA

OWNER
COASTAL HABITAT CONSERVANCY, LLC
ATTN: MARK DUDECK
3810 THADDEUS LOTT LANE
LELAND, NC 28477

NORRIS & TUNSTALL
CONSULTING ENGINEERS P.C.
3662 IRON GATE DR., SUITE 102
WILMINGTON, NC 28412
PHONE: (910) 343-0633
1429 ASHLEY LITTLE RIVER RD. NW
SHALLOTTE, NC 28470
PHONE: (910) 287-9990

Licence NC 3641

20118

DES.	JPN
DRD.	JPN
DPWK.	EDB
DATE	10/28/21

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19868 JOHN PHILLIP NORRIS

C5

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # V. - 7.
County Attorney - Windsor Pines at Windsor Park Section 16, Water DOD

From:
Asst. County Attorney--Bryan Batton

Issue/Action Requested:
Consider accepting the Deed of Dedication for water infrastructure for Windsor Pines at Windsor Park Section 16.

Background/Purpose of Request:
Southwood Developers, Inc. has submitted a Deed of Dedication for water infrastructure for Windsor Pines at Windsor Park, Section 16. 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
$ 88,500.00 for water

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Accept the Deed of Dedication for water infrastructure from Southwood Developers, Inc.

County Manager's Recommendation:
Recommend the Board of Commissioners accept the Deed of Dedication for water infrastructure for Windsor Pines at Windsor Park Section 16.

ATTACHMENTS:

Description

- Windsor Pines at Windsor Park, Section 16 water DOD

DEED OF DEDICATION

Prepared by: W. Christopher Stevens
Southwood Developers, Inc.
5022 Wrightsville Avenue
Wilmington, NC 28403

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, MADE this the _____ day of October, 2021, by and between **SOUTHWOOD DEVELOPERS INC.**, a North Carolina Corporation with principle offices located in Wilmington, 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 The Town of Leland, Brunswick County, North Carolina, known as Windsor Park subdivision;

AND whereas Developer has caused to be installed water distribution lines under and along the road right-of-ways hereinafter described and referenced;

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

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

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

All waterlines located in right-of-ways and public easements in the following sections:

Windsor Pines at Windsor Park Section 16, recorded in Map Book 132 **Page** 49-50

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

Non-exclusive easements over, along and upon the entire areas 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 maintenances, repair and upkeep of the water distribution systems and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs reserving unto Developers, its successor and assigns, equal rights or 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 the water lines and equipment described above in fee simple and has the right to convey the same in fee simple, that the same are free 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 Developer has caused this instrument to be signed in its corporate name by its President, on the day and year first above written.

SOUTHWOOD DEVELOPERS, INC.

By: _____

W. Christopher Stephens, President

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Devon E. Gedney, a Notary Public of the County and State aforesaid, certify that **W. CHRISTOPHER STEPHENS** personally came before me this day and first being duly sworn says that he is the President of **SOUTHWOOD DEVELOPERS, INC.** and as such he has the authority to act in and for said corporation. I, have personal knowledge of the identity of **W. CHRISTOPHER STEPHENS**, and that he signed the foregoing or annexed instrument on behalf of **SOUTHWOOD DEVELOPERS, INC.** in his capacity as President of said corporation and acknowledged the said instrument to be the act and deed of said corporation herein stated.

WITNESS my hand and official stamp or seal, this 18th day of October, 2021.

DEVON E. GEDNEY
NOTARY PUBLIC
BRUNSWICK COUNTY, N. C.

Devon E Gedney
Notary Public

My Commission Expires:
Dec 8, 2025

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for _____ was accepted by the Brunswick County Board of Commissioners on the ____ day of _____, 2013.

Brunswick County Board of Commissioners

_____
Randy Thompson, Chairman

_____
By: Dabalyn Spivey
Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK AFFIDAVIT

SOUTHWOOD DEVELOPERS, INC., a North Carolina corporation, with an office and place of business in New Hanover County, North Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Leland Township, Brunswick County, North Carolina, known as Windsor Park Subdivision, containing lots numbered 290, 297 thru 301, and 305 thru 333, 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 under and along the road right-of-ways property hereinafter described and referenced;

   Windsor Pines at Windsor Park Section 16,
   recorded in Map Book 132 Page 49-50

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

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer, this 18th day of October, 2021

SOUTHWOOD DEVELOPERS, INC.

By: _____
W. Christopher Stephens, President

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

Signed and sworn to before me this day by W. Christopher Stephens, President of Southwood Developers, Inc.

Date: October 18th 2021

DEVON E. GEDNEY
NOTARY PUBLIC
BRUNSWICK COUNTY, N. C.

_____
Devon E. Gedney, Notary Public

My commission expires: December 08, 2025

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # V. - 8.
Finance - Fiscal Items

From:
Julie A. Miller

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.

-Water Taps and Connections Budget Amendment
Appropriate Tap and Connection revenues of $972,500 to ensure adequate inventory to meet the demand for new services and repairs.

-Financial Reports for October 2021 (unaudited)
Included are Summary Information *(Page 1)* for General and Enterprise Funds, Key indicators of Revenue and Expenditures *(Pages 30-38)* and Cash and Investments *(Page 28)*. All reports provided at: http://brunswickcountync.gov/finance/reports

Background/Purpose of Request:

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve Budget Amendments, Capital Ordinances, and Fiscal Items of a routine nature on the consent agenda.

ATTACHMENTS:

Description

- 20211115 Budget Amendment Water Taps and Connections.pdf
- October Monthly Financial Statements.pdf

Request Info	
Type	Budget Amendment
Description	Water Taps and Connections
Justification	Board Meeting 11/15/2021-Appropriate Tap and Connection revenues of $972,500 to ensure adequate inventory to meet the demand for new services and repairs.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
617180	371305	Water - Construction Division	Taps and Connections	972500	Increase	Credit
617180	459601	Water - Construction Division	Tap on Supplies	572500	Increase	Debit
617140	435216	Water - Distribution Division	R and M - Meters and Services	400000	Increase	Debit

Total

Grand Total:	1945000

COUNTY OF BRUNSWICK
NORTH CAROLINA

MONTHLY FINANCIAL STATEMENTS
(UNAUDITED)

FOR THE PERIOD ENDED OCTOBER 31, 2021

COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

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COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

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Summary Information for General and Enterprise Funds as of October 31, 2021:

General Fund:

- Total revenues for the General Fund are $75.5 million for an increase of $8.3 million or 12.3% over the same period in the prior year. The main reason for this is a $3.6 million increase in Ad Valorem collections, $1.4 million increase in local option sales tax, $0.4 million increase in occupancy tax, $0.3 million increase in deed excise tax, $0.5 million increase in building inspections and permits and $0.9 million increase in in EMS charges due to growth in the County. Total revenues collected are 33.3% of the amended budget for the fiscal year.
- Total expenditures for the General Fund are $74.6 million and are 32.7% of the current budget. Total expenditures are more than the expenditures of the same period in the prior year by $6.2 million or 9.0%. This is due to a $3.1 million increase in debt service for the first year of the 2020 GO Phase 2 School Debt, $0.7 million increase in education, $0.4 million increase in occupancy tax.
- Net transfers to county capital projects of $26.9 million increased compared to transfers of $10.3 million in the same period of the prior year.
- Revenues are less than expenditures and net transfers by $25.9 million for the current period end compared to less than by $11.4 million at the end of the same period of the prior year.

Water Fund:

- Total revenues for the Water Fund increased $0.8 million over the same period in the prior year to $11.8 million. This is a result of irrigation sales increase of 23.0% or $0.4 million over the same period in the prior year. Total revenues are 39.5% of the amended budget for the fiscal year.
- Total expenditures for the Water Fund are $8.0 million and are 30.5% of current budget. Expenditures increased $0.5 million or 7.0% mainly due to $0.2 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 $3.1 million compared to more than by $3.6 million in the same period of the prior year.

Wastewater Fund:

- Total revenues for the Wastewater Fund increased $1.1 million over the same period in the prior year to $12.1 million. This is a result of capital recovery increase of 48.9% or $0.7 million, $0.5 million increase in taps and connections, and $0.4 million increase in retail sales over the same period in the prior year. Total revenues are 41.9% of the amended budget for the fiscal year.
- Total expenditures for the Wastewater Fund are $8.7 million and are 26.8% of the current budget. Expenditures increased 24.5% or $1.7 million over the same period in the prior year mainly due to $0.8 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 $0.3 million in the same period of the prior year.
- Revenues are more than expenditures and net transfers by $1.0 million compared to more than by $4.4 million in the same period of the prior year.

COUNTY OF BRUNSWICK, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS
OCTOBER 31, 2021

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents/investments	$ 97,610,904	$ 49,933,060	$ 28,507,328	$ 2,741,453	$ 178,792,745
Restricted cash and investments	1,807,098	-	21,394,572	13,870,556	37,072,226
Interest receivable	17,524	4,472	2,639	411	25,046
Taxes receivable - net	97,101,414	-	-	-	97,101,414
Receivables - net	2,284,494	-	-	-	2,284,494
Other governmental agencies	469,857	18,173	45,764	-	533,794
Due from other funds	112,740	-	-	-	112,740
Prepaid expenditures	64,000	-	-	-	64,000
Total assets	$ 199,468,031	$ 49,955,705	$ 49,950,303	$ 16,612,420	$ 315,986,459
Liabilities:					
Accounts payable and other liabilities	$ 6,265,653	$ -	$ 1,430,987	$ 9,085	$ 7,705,725
Due to other funds	-	-	-	112,740	112,740
Total liabilities	6,265,653	-	1,430,987	121,825	7,818,465
Deferred Inflows of Resources:	97,935,933	-	-	-	97,935,933
Fund Balances:					
Nonspendable	64,000	-	-	-	64,000
Restricted:					
Stabilization by State Statute	14,593,199	-	-	411	14,593,610
Restricted - other	4,832,259	-	21,394,572	2,732,368	28,959,199
Committed	214,566	49,955,705	27,124,744	-	77,295,015
Assigned	3,349,236	-	-	13,757,816	17,107,052
Unassigned	72,213,185	-	-	-	72,213,185
Total fund balances	95,266,445	49,955,705	48,519,316	16,490,595	210,232,061
Total liabilities, deferred inflow of resources and fund balances	$ 199,468,031	$ 49,955,705	$ 49,950,303	$ 16,612,420	$ 315,986,459

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED OCTOBER 31, 2021

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Revenues:					
Ad valorem taxes	$ 49,481,920	$ -	$ -	$ -	$ 49,481,920
Local option sales taxes	8,224,242	-	-	-	8,224,242
Other taxes and licenses	4,356,882	-	-	-	4,356,882
Unrestricted intergovernmental revenues	105,430	-	-	-	105,430
Restricted intergovernmental revenues	4,545,757	297,460	-	14,036,546	18,879,763
Permits and fees	2,438,020	-	-	88,352	2,526,372
Sales and services	5,573,699	-	-	-	5,573,699
Investment earnings	21,271	6,067	4,905	558	32,801
Other	796,509	-	-	-	796,509
Total revenues	75,543,730	303,527	4,905	14,125,456	89,977,618
Expenditures:					
Current:					
General government	5,132,135	565,032	-	170,312	5,867,479
Public safety	17,593,991	-	-	227,034	17,821,025
Central services	6,580,504	-	-	-	6,580,504
Human services	9,027,152	-	-	-	9,027,152
Transportation	80,500	268,257	-	-	348,757
Environmental protection	6,352,167	-	-	48,677	6,400,844
Culture and recreation	1,520,780	3,900	-	-	1,524,680
Economic and physical development	3,428,542	-	-	-	3,428,542
Education	17,797,767	-	2,349,928	-	20,147,695
Debt Service:					
Principal retirement	4,590,000	-	-	-	4,590,000
Interest and fiscal charges	2,479,480	-	-	-	2,479,480
Total expenditures	74,583,018	837,189	2,349,928	446,023	78,216,158
Revenues over (under) expenditures	960,712	(533,662)	(2,345,023)	13,679,433	11,761,460
Other Financing Sources (Uses):					
Transfers from other funds	-	20,547,741	6,340,995	-	26,888,736
Transfers to other funds	(26,888,736)	-	-	-	(26,888,736)
Total other financing sources (uses)	(26,888,736)	20,547,741	6,340,995	-	-
Net change in fund balance	(25,928,024)	20,014,079	3,995,972	13,679,433	11,761,460
Fund balance, beginning of year	121,194,469	29,941,626	44,523,344	2,811,162	198,470,601
Restatement	-	-	-	-	-
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	$ 95,266,445	$ 49,955,705	$ 48,519,316	$ 16,490,595	$ 210,232,061

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2021

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad valorem taxes	$ 148,800,658	$ 148,800,658	$ 49,481,920	$ (99,318,738)
Local option sales taxes	31,718,980	32,055,229	8,224,242	(23,830,987)
Other taxes and licenses	5,245,000	5,245,000	4,356,882	(888,118)
Unrestricted intergovernmental revenues	2,710,000	2,710,000	105,430	(2,604,570)
Restricted intergovernmental revenues	15,654,560	17,743,420	4,545,757	(13,197,663)
Permits and fees	4,966,110	4,966,110	2,438,020	(2,528,090)
Sales and services	13,423,392	13,925,404	5,573,699	(8,351,705)
Investment earnings	100,275	100,275	21,271	(79,004)
Other	1,186,332	1,580,886	796,509	(784,377)
Total revenues	223,805,307	227,126,982	75,543,730	(151,583,252)
Expenditures:				
Current:				
General government	14,786,186	14,624,186	5,132,135	9,492,051
Central services	19,256,727	19,897,651	6,580,504	13,317,147
Public safety	55,189,599	58,432,020	17,593,991	40,838,029
Transportation	161,000	161,000	80,500	80,500
Environmental protection	19,272,998	19,181,159	6,352,167	12,828,992
Economic and physical development	8,641,052	9,714,141	3,428,542	6,285,599
Human services	29,155,754	31,181,971	9,027,152	22,154,819
Education	53,314,798	53,314,798	17,797,767	35,517,031
Culture and recreation	5,413,060	5,563,052	1,520,780	4,042,272
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	2,479,480	2,487,396
Total expenditures	221,138,051	228,016,855	74,583,018	153,433,837
Revenues over (under) expenditures	2,667,256	(889,873)	960,712	1,850,585
Other Financing Sources (Uses):				
Transfers to other funds	(6,888,736)	(26,888,736)	(26,888,736)	-
Appropriated fund balance	4,221,480	27,778,609	-	(27,778,609)
Total other financing sources (uses)	(2,667,256)	889,873	(26,888,736)	(27,778,609)
Net change in fund balances	$ -	$ -	(25,928,024)	$ (25,928,024)
Fund balance, beginning of year			121,194,469	
Restated				
Fund balance, beginning, as restated			121,194,469	
Fund balance, end of year			$ 95,266,445	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED OCTOBER 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	October 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	October 31, 2020
Revenues:							
Ad Valorem Taxes:							
Current year taxes	$145,900,658	$145,900,658	$ 48,332,053	$ (97,568,605)	33%	$ 145,794,285	$ 44,745,340
Prior year taxes	2,200,000	2,200,000	914,378	(1,285,622)	42%	3,366,220	943,417
Penalties and interest	700,000	700,000	235,489	(464,511)	34%	1,082,975	203,942
	148,800,658	148,800,658	49,481,920	(99,318,738)	33%	150,243,480	45,892,699
Local Option Sales Taxes:							
Article 39 (1%)	13,189,257	13,525,506	3,865,064	(9,660,442)	29%	14,963,939	3,166,104
Article 40 (1/2%)	9,471,405	9,471,405	1,972,262	(7,499,143)	21%	10,047,866	1,666,912
Article 42 (1/2%)	9,058,318	9,058,318	2,386,916	(6,671,402)	26%	10,074,104	1,964,299
	31,718,980	32,055,229	8,224,242	(23,830,987)	26%	35,085,909	6,797,315
Other Taxes and Licenses:							
Scrap tire disposal fee	180,000	180,000	-	(180,000)	0%	150,464	-
Deed stamp excise tax	3,100,000	3,100,000	2,921,576	(178,424)	94%	7,909,198	2,671,092
Solid waste tax	60,000	60,000	-	(60,000)	0%	68,361	-
White goods disposal tax	55,000	55,000	-	(55,000)	0%	56,098	-
1% Occupancy Tax	1,850,000	1,850,000	1,435,306	(414,694)	78%	2,337,074	1,024,844
	5,245,000	5,245,000	4,356,882	(888,118)	83%	10,521,195	3,695,936
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	105,430	(354,570)	23%	539,398	136,126
	2,710,000	2,710,000	105,430	(2,604,570)	4%	7,078,071	136,126
Restricted Intergovernmental:							
State and federal grant	15,382,060	17,470,920	4,425,204	(13,045,716)	25%	21,351,937	4,456,211
State Aid to Libraries	145,000	145,000	50,796	(94,204)	35%	152,730	37,119
Court facility fees	110,000	110,000	38,012	(71,988)	35%	121,970	30,862
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	-	(10,000)	0%	13,043	13,043
State drug tax	7,500	7,500	29,521	22,021	394%	52,616	5,263
	15,654,560	17,743,420	4,545,757	(13,197,663)	26%	21,700,500	4,542,498
Permits and Fees:							
Blding inspections and permits	2,861,000	2,861,000	1,635,108	(1,225,892)	57%	3,973,907	1,047,311
Recording fees	800,000	800,000	416,734	(383,266)	52%	1,300,198	438,020
Fire inspection fees	200,000	200,000	72,338	(127,662)	36%	218,774	74,060
Concealed handgun permit	250,000	250,000	82,455	(167,545)	33%	382,794	110,479
Other permit and fees	855,110	855,110	231,385	(623,725)	27%	906,219	255,890
	4,966,110	4,966,110	2,438,020	(2,528,090)	49%	6,781,892	1,925,760
Sales and Services:							
Solid waste fees	2,600,000	2,600,000	1,113,395	(1,486,605)	43%	3,477,371	972,776
School resource officer reimb.	1,601,476	1,665,840	800,738	(865,102)	48%	1,570,071	753,131
Rents	15,000	15,000	5,865	(9,135)	39%	13,930	4,643
EMS Charges	5,100,000	5,523,798	2,155,943	(3,367,855)	39%	5,195,662	1,254,615
Public health user fees	944,950	944,950	532,812	(412,138)	56%	1,368,638	350,717
Sheriff animal prot. serv. fees	98,500	98,500	34,526	(63,974)	35%	93,282	33,347
Social services fees	78,700	78,700	13,317	(65,383)	17%	59,288	16,758
Public housing fees	16,300	16,300	681	(15,619)	4%	3,077	2,177
Tax collection fees	280,000	280,000	104,923	(175,077)	37%	318,152	87,504
Other sales and services	1,984,406	1,998,256	534,777	(1,463,479)	27%	2,098,204	368,282
Register of deeds	344,510	344,510	151,489	(193,021)	44%	428,066	144,798

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED OCTOBER 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	October 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	October 31, 2020
Sales and Services (continued):							
Marriage licenses	52,200	52,200	23,727	(28,473)	45%	56,841	23,727
Recreation services	307,350	307,350	101,506	(205,844)	33%	89,183	(3,570)
	13,423,392	13,925,404	5,573,699	(8,351,705)	40%	14,771,765	4,008,905
Investment earnings	100,275	100,275	21,271	(79,004)	21%	80,630	27,578
Other:							
ABC bottles taxes	45,000	45,000	22,977	(22,023)	51%	81,640	23,922
Cnty Brd of Alcohol Control	24,000	24,000	7,500	(16,500)	31%	30,000	7,500
Contributions	9,000	14,220	27,561	13,341	194%	116,784	15,955
Other revenues	1,108,332	1,497,666	738,471	(759,195)	49%	3,938,919	173,475
	1,186,332	1,580,886	796,509	(784,377)	50%	4,167,343	220,852
Total revenues	223,805,307	227,126,982	75,543,730	(151,583,252)	33%	250,430,785	67,247,669
Expenditures:							
General Government:							
Governing Body:							
Salaries	195,066	195,066	83,349	111,717	43%	189,464	65,288
Fringe benefits	76,260	76,260	22,918	53,342	30%	55,331	18,627
Operating costs	70,850	70,850	21,002	49,848	30%	32,707	18,178
	342,176	342,176	127,269	214,907	37%	277,502	102,093
County Administration:							
Salaries	740,299	740,299	273,091	467,208	37%	669,217	232,155
Fringe benefits	231,509	231,509	80,964	150,545	35%	199,287	69,169
Operating costs	48,554	48,554	10,954	37,600	23%	46,021	13,555
	1,020,362	1,020,362	365,009	655,353	36%	914,525	314,879
Human Resources:							
Salaries	363,674	363,674	133,062	230,612	37%	339,421	118,854
Fringe benefits	129,468	129,468	44,738	84,730	35%	120,060	41,270
Operating costs	11,650	11,650	1,022	10,628	9%	4,876	2,156
	504,792	504,792	178,822	325,970	35%	464,357	162,280
Communications:							
Salaries	118,792	118,792	21,890	96,902	18%	-	-
Fringe benefits	46,111	46,111	7,817	38,294	17%	-	-
Operating costs	82,035	82,035	7,936	74,099	10%	-	-
	246,938	246,938	37,643	209,295	15%	-	-
Finance:							
Salaries	968,207	968,207	338,067	630,140	35%	903,580	315,543
Fringe benefits	347,282	347,282	116,877	230,405	34%	305,634	106,224
Operating costs	573,225	573,225	351,717	221,508	61%	449,470	317,289
	1,888,714	1,888,714	806,661	1,082,053	43%	1,658,684	739,056
Tax Administration:							
Salaries	2,688,430	2,688,430	869,199	1,819,231	32%	2,448,067	858,340
Fringe benefits	1,072,276	1,072,276	343,700	728,576	32%	965,052	332,357
Operating costs	1,080,485	1,080,485	347,448	733,037	32%	875,946	317,851
	4,841,191	4,841,191	1,560,347	3,280,844	32%	4,289,065	1,508,548

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED OCTOBER 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	October 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	October 31, 2020
County Attorney:							
Salaries	424,569	424,569	148,758	275,811	35%	416,647	144,041
Fringe benefits	137,615	137,615	47,308	90,307	34%	127,666	44,417
Operating costs	151,450	151,450	13,760	137,690	9%	52,168	13,155
	713,634	713,634	209,826	503,808	29%	596,481	201,613
Court Facilities:							
Operating costs	274,936	274,936	36,399	238,537	13%	177,361	48,484
Board of Elections:							
Salaries	702,664	702,664	131,879	570,785	19%	864,924	171,969
Fringe benefits	160,553	160,553	44,996	115,557	28%	148,583	43,482
Operating costs	286,987	286,987	50,823	236,164	18%	359,566	188,752
	1,150,204	1,150,204	227,698	922,506	20%	1,373,073	404,203
Register of Deeds:							
Salaries	749,245	749,245	231,019	518,226	31%	654,767	230,109
Fringe benefits	337,070	337,070	100,796	236,274	30%	293,209	100,247
Operating costs	2,016,924	2,016,924	1,250,646	766,278	62%	4,347,293	1,114,138
Capital outlay	-	-	-	-	na	29,454	-
	3,103,239	3,103,239	1,582,461	1,520,778	51%	5,324,723	1,444,494
Contingency:							
Operating Costs	700,000	538,000	-	538,000	0%	-	-
Total general government	14,786,186	14,624,186	5,132,135	9,492,051	35%	15,075,771	4,925,650
Central Services:							
Information Technology:							
Salaries	1,315,513	1,315,513	435,109	880,404	33%	1,163,698	406,522
Fringe benefits	474,782	474,782	148,851	325,931	31%	399,503	137,562
Operating costs	1,681,300	1,772,122	302,503	1,469,619	17%	1,111,739	266,731
Capital outlay	24,000	24,000	-	24,000	0%	96,271	90,771
	3,495,595	3,586,417	886,463	2,699,954	25%	2,771,211	901,586
Fleet Services:							
Salaries	714,600	714,600	237,069	477,531	33%	684,393	240,221
Fringe benefits	294,249	294,249	93,521	200,728	32%	270,912	94,118
Operating costs	319,129	319,129	(174,960)	494,089	-55%	334,222	29,355
Capital outlay	-	399,260	-	399,260	0%	86,736	66,858
	1,327,978	1,727,238	155,630	1,571,608	9%	1,376,263	430,552
Engineering:							
Salaries	481,590	481,590	165,929	315,661	34%	463,069	159,392
Fringe benefits	168,716	168,716	56,853	111,863	34%	157,068	53,425
Operating costs	32,975	69,866	32,109	37,757	46%	162,185	6,569
	683,281	720,172	254,891	465,281	35%	782,322	219,386
Operation Services:							
Salaries	2,368,103	2,368,103	789,426	1,578,677	33%	2,238,716	803,398
Fringe benefits	1,056,851	1,056,851	334,798	722,053	32%	966,100	332,565
Operating costs	3,633,683	3,697,634	857,282	2,840,352	23%	3,090,250	928,604
Capital outlay	293,000	343,000	-	343,000	0%	226,280	218,459
	7,351,637	7,465,588	1,981,506	5,484,082	27%	6,521,346	2,283,026

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED OCTOBER 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	October 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	October 31, 2020
Non-departmental:							
Fringe benefits	6,021,158	6,021,158	2,578,921	3,442,237	43%	5,696,954	2,485,707
Operating costs	377,078	377,078	723,093	(346,015)	192%	294,482	766,003
	6,398,236	6,398,236	3,302,014	3,096,222	52%	5,991,436	3,251,710
Total central services	19,256,727	19,897,651	6,580,504	13,317,147	33%	17,442,578	7,086,260
Public Safety:							
District Attorney:							
Operating costs	53,000	53,000	1,365	51,635	3%	20,886	893
Sheriff:							
Salaries	11,592,681	11,632,314	4,049,546	7,582,768	35%	11,010,834	3,794,493
Fringe benefits	4,390,822	4,405,764	1,463,274	2,942,490	33%	3,988,151	1,341,704
Operating costs	3,073,394	3,550,260	1,018,206	2,532,054	29%	2,928,027	709,365
Capital outlay	1,196,955	1,420,250	448,002	972,248	32%	1,173,204	476,823
	20,253,852	21,008,588	6,979,028	14,029,560	33%	19,100,216	6,322,385
Detention Center:							
Salaries	5,569,791	5,569,791	1,716,453	3,853,338	31%	4,774,415	1,587,371
Fringe benefits	2,271,624	2,271,624	668,524	1,603,100	29%	1,855,402	611,630
Operating costs	3,318,358	3,341,997	1,081,531	2,260,466	32%	2,709,348	834,452
Capital outlay	188,139	228,562	53,948	174,614	24%	107,353	5,350
	11,347,912	11,411,974	3,520,456	7,891,518	31%	9,446,518	3,038,803
Emergency Medical:							
Salaries	7,104,840	7,300,475	2,211,779	5,088,696	30%	6,400,504	2,204,282
Fringe benefits	2,573,198	2,655,112	782,073	1,873,039	29%	2,228,571	748,282
Operating costs	2,121,385	2,200,700	790,573	1,410,127	36%	2,083,217	602,711
Capital outlay	1,693,500	2,949,743	146,804	2,802,939	5%	262,034	91,449
	13,492,923	15,106,030	3,931,229	11,174,801	26%	10,974,326	3,646,724
Emergency Management:							
Salaries	272,999	272,999	113,700	159,299	42%	266,941	95,799
Fringe benefits	92,174	92,174	33,140	59,034	36%	84,156	27,679
Operating costs	545,075	557,075	99,233	457,842	18%	488,770	122,079
Capital outlay	137,300	137,300	-	137,300	0%	5,334	5,334
	1,047,548	1,059,548	246,073	813,475	23%	845,201	250,891
Other Agencies:							
Fire districts	60,000	60,000	15,000	45,000	25%	60,000	15,000
Rescue Squads	331,800	331,800	80,700	251,100	24%	322,800	2,500
	391,800	391,800	95,700	296,100	24%	382,800	17,500
Building Inspections and Central Permitting							
Salaries	1,999,581	1,999,581	703,923	1,295,658	35%	1,760,876	590,294
Fringe benefits	749,702	749,702	247,424	502,278	33%	619,581	205,330
Operating costs	167,500	684,140	76,852	607,288	11%	128,360	32,131
Capital outlay	43,000	80,000	-	80,000	0%	59,991	-
	2,959,783	3,513,423	1,028,199	2,485,224	29%	2,568,808	827,755

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED OCTOBER 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	October 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	October 31, 2020
Fire Inspections							
Salaries	407,511	407,511	131,924	275,587	32%	379,345	128,348
Fringe benefits	149,006	149,006	40,905	108,101	27%	116,578	39,166
Operating costs	51,356	51,356	17,161	34,195	33%	61,437	28,369
Capital outlay	12,000	12,000	11,623	377	97%	36,267	-
	619,873	619,873	201,613	418,260	33%	593,627	195,883
Central Communications:							
Salaries	2,121,774	2,121,774	625,682	1,496,092	29%	1,768,119	594,838
Fringe benefits	838,242	838,242	241,082	597,160	29%	686,836	226,396
Operating costs	619,520	597,420	57,734	539,686	10%	446,376	51,647
Capital outlay	213,911	402,627	229,502	173,125	57%	194,830	27,256
	3,793,447	3,960,063	1,154,000	2,806,063	29%	3,096,161	900,137
Animal Protective Services:							
Salaries	608,380	608,380	224,209	384,171	37%	611,377	202,979
Fringe benefits	249,123	249,123	88,368	160,755	35%	241,044	79,593
Operating costs	321,958	400,970	91,848	309,122	23%	217,740	59,871
Capital outlay	50,000	49,248	31,903	17,345	65%	33,253	-
	1,229,461	1,307,721	436,328	871,393	33%	1,103,414	342,443
Total public safety	55,189,599	58,432,020	17,593,991	40,838,029	30%	48,131,957	15,543,414
Transportation:							
Cape Fear Regional Jetport	111,000	111,000	55,500	55,500	50%	111,000	55,500
Odell Williamson Mun. Air.	50,000	50,000	25,000	25,000	50%	27,500	13,750
Total transportation	161,000	161,000	80,500	80,500	50%	138,500	69,250
Environmental Protection:							
Solid Waste:							
Salaries	416,216	416,216	132,537	283,679	32%	359,300	133,407
Fringe benefits	178,623	178,623	51,842	126,781	29%	148,002	53,216
Operating costs	18,371,550	18,279,711	6,132,799	12,146,912	34%	18,527,744	5,889,400
Capital outlay	36,500	36,500	-	36,500	0%	224,830	216,860
	19,002,889	18,911,050	6,317,178	12,593,872	33%	19,259,876	6,292,883
Other:							
Forestry services	270,109	270,109	34,989	235,120	13%	245,902	54,286
Total environmental protection	19,272,998	19,181,159	6,352,167	12,828,992	33%	19,505,778	6,347,169
Economic Development:							
Community Enforcement:							
Salaries	185,248	185,248	64,015	121,233	35%	150,565	36,421
Fringe benefits	79,501	79,501	26,622	52,879	33%	60,950	13,867
Operating costs	17,840	17,840	4,840	13,000	27%	13,338	6,056
Capital outlay	32,000	32,000	-	32,000	0%	-	-
	314,589	314,589	95,477	219,112	30%	224,853	56,344
Planning:							
Salaries	512,964	512,964	188,723	324,241	37%	483,307	172,012
Fringe benefits	193,589	193,589	64,880	128,709	34%	175,107	61,746
Operating costs	264,150	264,150	69,434	194,716	26%	260,491	76,513
	970,703	970,703	323,037	647,666	33%	918,905	310,271

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED OCTOBER 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	October 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	October 31, 2020
Cooperative Extension:							
Salaries	321,660	362,498	78,552	283,946	22%	300,897	76,465
Fringe benefits	155,016	158,140	28,956	129,184	18%	125,904	37,977
Operating costs	140,845	160,008	35,808	124,200	22%	170,679	50,186
Capital outlay	90,000	90,000	-	90,000	0%	7,571	-
	707,521	770,646	143,316	627,330	19%	605,051	164,628
Soil and Water Conservation:							
Salaries	151,302	151,302	52,117	99,185	34%	177,544	58,792
Fringe benefits	62,628	62,628	21,171	41,457	34%	65,779	22,024
Operating costs	17,950	17,289	3,514	13,775	20%	12,296	2,870
Capital outlay	28,000	29,136	-	29,136	0%	-	-
	259,880	260,355	76,802	183,553	29%	255,619	83,686
Public Housing Section 8:							
Salaries	179,878	179,878	60,773	119,105	34%	156,687	37,983
Fringe benefits	78,718	78,718	25,873	52,845	33%	63,454	14,973
Operating costs	2,111,183	2,204,194	680,073	1,524,121	31%	2,043,166	658,087
	2,369,779	2,462,790	766,719	1,696,071	31%	2,263,307	711,043
1% Occupancy Tax:							
Operating costs	1,850,000	1,850,000	1,435,306	414,694	78%	2,337,073	1,024,844
Other Economic Development:							
Contracted Services	149,700	149,700	47,007	102,693	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	270,833	304,167	47%	425,000	212,500
Access Road Ec. Dv. Proj.	-	400,000	-	400,000	0%	-	-
	2,168,580	3,085,058	587,885	2,497,173	19%	942,668	371,348
Total economic development	8,641,052	9,714,141	3,428,542	6,285,599	35%	7,547,476	2,722,164
Human Services:							
Health:							
Administration:							
Salaries	2,624,201	2,624,201	909,703	1,714,498	35%	2,128,499	872,026
Fringe benefits	1,388,231	1,388,231	450,140	938,091	32%	1,306,112	464,996
Operating costs	405,700	427,142	64,382	362,760	15%	279,939	66,146
Capital outlay	-	71,488	71,488	-	100%	25,527	-
	4,418,132	4,511,062	1,495,713	3,015,349	33%	3,740,077	1,403,168
Communicable Diseases:							
Operating costs	414,957	414,957	170,132	244,825	41%	367,227	159,022
Adult Health Maintenance:							
Operating costs	263,055	272,100	13,425	258,675	5%	1,032,759	943,890

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED OCTOBER 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	October 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	October 31, 2020
Senior Health							
Salaries	52,000	52,000	17,837	34,163	34%	39,807	4,808
Fringe benefits	21,259	21,259	7,172	14,087	34%	14,875	1,098
Operating costs	4,985	4,985	762	4,223	15%	1,754	653
	78,244	78,244	25,771	52,473	33%	56,436	6,559
Maternal and Child Health:							
Salaries	388,887	388,887	123,081	265,806	32%	352,333	109,659
Fringe benefits	172,098	172,098	52,378	119,720	30%	151,954	47,086
Operating costs	594,250	604,387	136,480	467,907	23%	444,365	183,416
	1,155,235	1,165,372	311,939	853,433	27%	948,652	340,161
Environmental Health:							
Salaries	1,339,700	1,339,700	460,752	878,948	34%	1,285,709	427,068
Fringe benefits	497,881	497,881	164,338	333,543	33%	460,867	151,288
Operating costs	144,900	1,324,493	230,103	1,094,390	17%	969,738	85,032
Capital outlay	17,128	17,128	-	17,128	0%	244,218	-
	1,999,609	3,179,202	855,193	2,324,009	27%	2,960,532	663,388
Total health	8,329,232	9,620,937	2,872,173	6,748,764	30%	9,105,683	3,516,188
Veterans' Services:							
Salaries	152,773	152,773	52,626	100,147	34%	141,152	45,993
Fringe benefits	62,985	62,985	21,268	41,717	34%	57,800	18,772
Operating costs	37,951	40,951	13,038	27,913	32%	14,468	7,356
Total veterans' services	253,709	256,709	86,932	169,777	34%	213,420	72,121
Social Services:							
Administration:							
Salaries	8,148,758	8,328,758	2,623,699	5,705,059	32%	7,236,249	2,525,278
Fringe benefits	3,992,988	4,065,628	1,254,646	2,810,982	31%	3,478,156	1,203,528
Operating costs	2,992,551	3,226,375	625,029	2,601,346	19%	3,081,107	471,816
Capital outlay	150,000	150,000	-	150,000	0%	83,343	-
	15,284,297	15,770,761	4,503,374	11,267,387	29%	13,878,855	4,200,622
Other Operating Costs:							
Medical assistance	20,000	20,000	705	19,295	4%	5,630	1,612
Aid to the blind	4,100	4,100	3,549	551	87%	4,100	-
Adoption assistance	250,000	250,000	58,563	191,437	23%	169,448	57,026
Special assistance	425,000	415,000	87,016	327,984	21%	272,019	91,411
Foster care	600,000	600,000	159,160	440,840	27%	592,306	137,761
State foster home	800,000	800,000	162,809	637,191	20%	724,210	178,581
Special assistance	27,121	27,121	10,414	16,707	38%	23,604	3,901
Day care	23,000	23,000	1,539	21,461	7%	4,207	-
Special child adopt. assistance	-	75,687	25	75,662	0%	5,959	2,377
	2,149,221	2,214,908	483,780	1,731,128	22%	1,801,483	472,669
Total social services	17,433,518	17,985,669	4,987,154	12,998,515	28%	15,680,338	4,673,291

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED OCTOBER 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	October 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	October 31, 2020
Other Human Services:							
Trillium Health Resources	250,443	250,443	62,611	187,832	25%	250,443	62,611
Brunswick Senior Resources	2,888,852	2,888,852	962,950	1,925,902	33%	2,713,739	904,579
Other human services	-	179,361	55,332	124,029	31%	211,238	61,622
	3,139,295	3,318,656	1,080,893	2,237,763	33%	3,175,420	1,028,812
Total human services	29,155,754	31,181,971	9,027,152	22,154,819	29%	28,174,861	9,290,412
Education:							
Public schools	47,523,253	47,523,253	15,841,084	31,682,169	33%	46,096,535	15,365,512
Public schools - capital outlay	996,991	996,991	332,332	664,659	33%	967,060	322,352
Pub. sch.-fines and forfeitures	-	-	50,982	(50,982)	na	299,765	-
Community college	4,438,054	4,438,054	1,454,537	2,983,517	33%	4,354,069	1,329,588
Community college - cap. out.	356,500	356,500	118,832	237,668	33%	295,343	98,448
Total education	53,314,798	53,314,798	17,797,767	35,517,031	33%	52,012,772	17,115,900
Culture and Recreation:							
Parks and Recreation:							
Administration:							
Salaries	734,565	734,565	239,243	495,322	33%	571,044	207,667
Fringe benefits	222,930	222,930	72,759	150,171	33%	190,075	67,995
Operating costs	714,744	726,744	181,167	545,577	25%	380,468	122,068
Capital outlay	569,000	569,000	440	568,560	0%	168,930	618
	2,241,239	2,253,239	493,609	1,759,630	22%	1,310,517	398,348
Maintenance:							
Salaries	805,274	805,274	257,943	547,331	32%	684,841	241,339
Fringe benefits	338,793	338,793	104,489	234,304	31%	286,792	99,638
Operating costs	461,600	599,592	174,098	425,494	29%	367,738	107,858
Capital outlay	108,000	108,000	12,040	95,960	11%	66,054	-
	1,713,667	1,851,659	548,570	1,303,089	30%	1,405,425	448,835
Total Parks and Recreation	3,954,906	4,104,898	1,042,179	3,062,719	25%	2,715,942	847,183
Brunswick County Library:							
Salaries	840,024	840,024	274,012	566,012	33%	777,644	272,363
Fringe benefits	367,930	367,930	110,835	257,095	30%	322,420	110,591
Operating costs	250,200	250,200	93,754	156,446	37%	213,176	91,949
	1,458,154	1,458,154	478,601	979,553	33%	1,313,240	474,903
Total culture and recreation	5,413,060	5,563,052	1,520,780	4,042,272	27%	4,029,182	1,322,086
Debt Service:							
Principal retirement	10,980,001	10,980,001	4,590,000	6,390,001	42%	12,305,000	2,500,000
Interest and fees	4,966,876	4,966,876	2,479,480	2,487,396	50%	3,240,524	1,471,876
Total debt service	15,946,877	15,946,877	7,069,480	8,877,397	44%	15,545,524	3,971,876
Total expenditures	221,138,051	228,016,855	74,583,018	153,433,837	33%	207,604,399	68,394,181
Revenues over (under) expenditures	2,667,256	(889,873)	960,712	1,850,585		42,826,386	(1,146,512)

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND FOR THE PERIOD ENDED OCTOBER 31, 2021 AND THE YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	October 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	October 31, 2020
Transfers To Other Funds:							
Transfer to county capital projects fund	(547,741)	(20,547,741)	(20,547,741)	-	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)	(6,340,995)	-	100%	(8,731,926)	-
	(6,888,736)	(26,888,736)	(26,888,736)	-	100%	(19,177,214)	(10,300,000)
Budgetary Financing Sources (Uses):							
Appropriated fund balance	4,221,480	27,778,609	-	(27,778,609)	0%	-	-
Total other financing sources (uses)	(2,667,256)	889,873	(26,888,736)	(27,778,609)		(19,177,214)	(10,300,000)
Net change in fund balance	$ -	$ -	(25,928,024)	$ (25,928,024)		23,649,172	(11,446,512)
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			$ 95,266,445			$ 121,194,469	$ 85,580,487

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - COUNTY CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED OCTOBER 31, 2021

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental-NC Dept. of Transportation	$ 25,888,920	$ 22,135,399	$ 297,460	$ 22,432,859
Restricted intergovernmental-NC Parks & Rec. Trust Fund	750,500	300,000	-	300,000
CARES Act	92,000	92,000	-	92,000
Investment earnings	841,170	852,789	6,067	858,856
Performance bonds	290,876	290,876	-	290,876
Other	350,000	349,240	-	349,240
Total revenues	28,213,466	24,020,304	303,527	24,323,831
Expenditures:				
General Government:				
Court House Renovation	14,157,864	11,338,650	565,032	11,903,682
Future Capital Projects	30,000,000	-	-	-
	44,157,864	11,338,650	565,032	11,903,682
Environmental protection:				
Landfill Transfer Station	5,727,000	282,024	-	282,024
Future Capital Projects	9,961,735	-	-	-
	15,688,735	282,024	-	282,024
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	6,689,666	5,979,162	3,900	5,983,062
Brunswick Waterway Park Improvements	644,083	201,210	-	201,210
Waccamaw Multiuse Building	355,800	242,369	-	242,369
	13,495,118	12,228,309	3,900	12,232,209
Transportation:				
Airport Improvements	27,151,013	22,994,173	268,257	23,262,430
Other:				
Future Capital Projects	739,506	-	-	-
Total expenditures	101,506,821	46,843,156	837,189	47,680,345
Revenues over (under) expenditures	(73,293,355)	(22,822,852)	(533,662)	(23,356,514)
Other Financing Sources (Uses):				
Appropriated fund balance	4,805,618	-	-	-
Transfer from general fund	72,781,621	52,233,884	20,547,741	72,781,625
Transfer to general fund	(4,293,884)	(4,293,884)	-	(4,293,884)
Total other financing sources (uses)	73,293,355	47,940,000	20,547,741	68,487,741
Net change in fund balance	$ -	$ 25,117,148	20,014,079	$ 45,131,227
Fund balance, beginning of year			29,941,626	
Fund balance, end of year			$ 49,955,705	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - EDUCATION CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED OCTOBER 31, 2021

		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	3,889	414,923
Investment earnings-debt proceeds	-	1,295,275	1,016	1,296,291
Total revenues	7,082,039	8,799,106	4,905	8,804,011
Expenditures:				
Brunswick County Schools	193,686,314	144,838,549	2,349,928	147,188,477
Brunswick Community College	2,304,445	2,004,940	-	2,004,940
Total expenditures	195,990,759	146,843,489	2,349,928	149,193,417
Revenues over (under) expenditures	(188,908,720)	(138,044,383)	(2,345,023)	(140,389,406)
Other Financing Sources (Uses):				
Transfer from general fund	82,171,104	75,830,108	6,340,995	82,171,103
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	6,340,995	182,356,307
Net change in fund balance	$ -	$ 37,970,929	3,995,972	$ 41,966,901
Fund balance, beginning of year			44,523,344	
Fund balance, end of year			$ 48,519,316	

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED OCTOBER 31, 2021

	Emergency Telephone System Fund	Grant Project	ROD-Technology Enhancement Fund	Total
Assets:				
Cash and cash equivalents/investments	$ 1,656,335	$ -	$ 1,085,118	$ 2,741,453
Restricted cash and investments	-	13,870,556	-	13,870,556
Interest receivable	257	-	154	411
Total assets	1,656,592	13,870,556	1,085,272	16,612,420
Liabilities:				
Accounts payable and other liabilities	3,498	-	5,587	9,085
Due to other funds	-	112,740	-	112,740
Total liabilities	3,498	112,740	5,587	121,825
Fund Balance:				
Stabilization by State Statute	257	-	154	411
Restricted - other	1,652,837	-	1,079,531	2,732,368
Assigned	-	13,757,816	-	13,757,816
Total fund balances	1,653,094	13,757,816	1,079,685	16,490,595
Total liabilities, deferred inflow of resources and fund balances	$ 1,656,592	$ 13,870,556	$ 1,085,272	$ 16,612,420

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 OCTOBER 31, 2021

	Emergency Telephone System Fund	Grant Project	ROD-Technology Enhancement Fund	Total
Revenues:				
Restricted intergovernmental	$ 102,216	$ 13,934,330	$ -	$ 14,036,546
Permits and fees	-	-	88,352	88,352
Investment earnings	346	-	212	558
Total revenues	102,562	13,934,330	88,564	14,125,456
Expenditures:				
General government	-	127,837	42,475	170,312
Public safety	227,034	-	-	227,034
Environmental protection	-	48,677	-	48,677
Total expenditures	227,034	176,514	42,475	446,023
Revenues over (under) expenditures	(124,472)	13,757,816	46,089	13,679,433
Net change in fund balances	(124,472)	13,757,816	46,089	13,679,433
Fund balance, beginning of year	1,777,566	-	1,033,596	2,811,162
Fund balance, end of year	$ 1,653,094	$ 13,757,816	$ 1,079,685	$ 16,490,595

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 OCTOBER 31, 2021 AND THE YEAR ENDED JUNE 30, 2021

	Budget	October 31, 2021	Variance Positive (Negative)	June 30, 2021	October 31, 2020
Revenues:					
Restricted intergovernmental	$ 408,865	$ 102,216	$ (306,649)	$ 799,291	$ 199,823
Investment earnings	-	346	346	1,295	643
Total revenues	408,865	102,562	(306,303)	800,586	200,466
Expenditures:					
Operating costs	466,862	214,937	251,925	388,022	163,273
Capital outlay	1,294,595	12,097	1,282,498	168,292	-
Total expenditures	1,761,457	227,034	1,534,423	556,314	163,273
Revenues over (under) expenditures	(1,352,592)	(124,472)	1,228,120	244,272	37,193
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	$ -	(124,472)	$ (124,472)	389,560	37,193
Fund balance, beginning of year		1,777,566		1,388,006	1,388,006
Fund balance, end of year		$ 1,653,094		$ 1,777,566	$ 1,425,199

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL - GRANT PROJECT FUND
FROM INCEPTION AND FOR THE PERIOD ENDED OCTOBER 31, 2021

		Actual		
	Project Authorization	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental	$ 32,650,229	$ 1,965,372	$ 13,934,330	$ 15,899,702
Total revenues	32,650,229	1,965,372	13,934,330	15,899,702
Expenditures:				
SAMHSA Expansion Grant FY 19-24	1,600,000	947,011	127,837	1,074,848
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	111	24,426
Watershed Grant Round 2	381,072	3,570	48,566	52,136
Watershed Grant Round 3	48,600	30,945	-	30,945
American Rescue Plan	27,741,111	-	-	-
Total expenditures	32,950,229	2,265,372	176,514	2,441,886
Revenues over (under) expenditures	(300,000)	(300,000)	13,757,816	13,457,816
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	$ -	$ -	13,757,816	$ 13,757,816
Fund balance, beginning of year			-	
Fund balance, end of year			$ 13,757,816	

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 OCTOBER 31, 2021 AND THE YEAR ENDED JUNE 30, 2021

	Budget	October 31, 2021	Variance Positive (Negative)	June 30, 2021	October 31, 2020
Revenues:					
Permits and fees	$ 193,000	$ 88,352	$ (104,648)	$ 279,279	$ 94,659
Investment earnings	7,000	212	(6,788)	823	415
Total revenues	200,000	88,564	(111,436)	280,102	95,074
Expenditures:					
General government	217,548	42,475	175,073	149,417	44,980
Revenues over (under) expenditures	(17,548)	46,089	63,637	130,685	50,094
Other Financing Sources (Uses):					
Appropriated fund balance	17,548	-	(17,548)	-	-
Net change in fund balance	$ -	46,089	$ 46,089	130,685	50,094
Fund balance, beginning of year		1,033,596		902,911	902,911
Fund balance, end of year		$ 1,079,685		$ 1,033,596	$ 953,005

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WATER FUND (NON-GAAP)
OCTOBER 31, 2021

	Water Fund	Water Capital Projects	Total
Current Assets:			
Cash, cash equivalents and investments	$ 40,534,830	$ 8,262,450	$ 48,797,280
Restricted cash	5,552,261	108,634,464	114,186,725
Interest receivable	6,109	553	6,662
Receivables and special assessments, net	4,150,967	-	4,150,967
Due from other governmental agencies	472,459	108,424	580,883
Inventories	1,501,706	-	1,501,706
Total current assets	52,218,332	117,005,891	169,224,223
Current Liabilities:			
Accounts payable and other liabilities	4,892,416	50,151	4,942,567
Customer deposits	2,229,925	-	2,229,925
Interest payable	216,529	-	216,529
Current portion of debt	2,594,508	-	2,594,508
Total current liabilities	9,933,378	50,151	9,983,529
Expendable net positon	**42,284,954**	**116,955,740**	**159,240,694**
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	$ 48,461,037	$ 116,955,740	$ 165,416,777

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WATER SYSTEM OPERATING FUND (NON-GAAP)
FOR THE PERIOD ENDED OCTOBER 31, 2021 AND THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR

	Original Budget	Current Budget	October 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	October 31, 2020
Revenues:							
User charges	$ 29,271,800	$ 29,271,800	$ 11,691,536	$ (17,580,264)	40%	$ 29,633,015	$ 10,919,552
Restricted intergovernmental	-	-	-	-	na	81,663	-
Investment earnings	40,000	40,000	8,520	(31,480)	21%	33,656	17,333
Other	680,377	680,377	144,889	(535,488)	21%	743,270	124,400
Total revenues	29,992,177	29,992,177	11,844,945	(18,147,232)	39%	30,491,604	11,061,285
Expenditures:							
Salaries	5,731,502	5,731,502	1,913,358	3,818,144	33%	5,147,321	1,801,694
Fringe benefits	2,752,959	2,752,959	960,459	1,792,500	35%	2,434,496	916,976
Operating expenditures	8,306,276	9,035,673	2,980,644	6,055,029	33%	7,892,608	2,841,633
Repairs and maintenance	2,920,143	3,211,317	916,329	2,294,988	29%	2,538,732	857,848
Capital outlay	1,556,500	2,322,489	808,312	1,514,177	35%	1,332,422	594,805
Debt Service:							
Principal	1,865,574	1,865,574	-	1,865,574	0%	1,324,463	-
Interest	1,309,167	1,309,167	408,083	901,084	31%	892,349	446,175
Total expenditures	24,442,121	26,228,681	7,987,185	18,241,496	30%	21,562,391	7,459,131
Revenues over (under) expenditures	5,550,056	3,763,496	3,857,760	94,264	103%	8,929,213	3,602,154
Other Financing Sources (Uses):							
Transfer to water capital project fund	(5,550,056)	(5,550,056)	(741,000)	4,809,056	13%	(920,580)	-
Claims settlement	-	-	-	-	na	(4,471,457)	-
Appropriated net positon	-	1,786,560	-	(1,786,560)	0%	-	-
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	$ -	$ -	$ 3,116,760	$ 3,116,760		$ 3,537,176	$ 3,602,154

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 OCTOBER 31, 2021

		Actual		
	Project Budget	Prior Year	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	$ 2,218,967	$ -	$ -	$ -
Investment earnings	120,276	177,956	572	178,528
Investment earnings-debt proceeds	-	263,111	4,014	267,125
Assessments	52,724	39,495	-	39,495
Penalties and interest assessments	-	13,229	-	13,229
Total revenues	2,391,967	493,791	4,586	498,377
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	1,319,455	24,562,004
Shallotte Transmission Main	6,123,000	1,888,136	474,583	2,362,719
NW Plant Treatment Expansion 12MGD	168,221,390	56,337,000	5,095,864	61,432,864
74-76 Industrial Park Water Main	1,727,715	71,526	-	71,526
74-76 Mintz Dr. to Old Maco	85,000	1,307,724	5,500	1,313,224
Navassa Water System Rehabilitation	2,263,347	15,000	5,000	20,000
Utility Operations Center	110,000	-	-	-
Total expenditures	209,037,414	84,644,243	6,900,402	91,544,645
Revenues over (under) expenditures	(206,645,447)	(84,150,452)	(6,895,816)	(91,046,268)
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	$ (6,154,816)	$ 115,168,260

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WASTEWATER FUND (NON-GAAP)
OCTOBER 31, 2021

	Wastewater Fund	Wastewater Capital Projects	Total
Current Assets:			
Cash and cash equivalents/investments	$ 33,261,468	$ 3,162,402	$ 36,423,870
Restricted cash	3,094,431	9,956,857	13,051,288
Interest receivable	4,644	61	4,705
Receivables and special assessments, net	6,545,066	-	6,545,066
Due from other governmental agencies	267,405	12,202	279,607
Inventories	153,420	-	153,420
Total current assets	43,326,434	13,131,522	56,457,956
Current Liabilities:			
Accounts payable and other liabilities	10,509,438	135,054	10,644,492
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	23,238,649	135,054	23,373,703
Expendable net positon	**20,087,785**	**12,996,468**	**33,084,253**
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	$ 168,563,517	$ 12,996,468	$ 181,559,985

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WASTEWATER FUND (NON-GAAP)
FOR THE PERIOD ENDED OCTOBER 31, 2021 AND THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR

	Original Budget	Current Budget	October 31, 2021	Variance Positive (Negative)	% of Budget	June 30, 2021	October 31, 2020
Revenues:							
User charges	$ 28,330,761	$ 28,806,761	$ 12,089,812	$ (16,716,949)	42%	$ 37,123,956	$ 10,958,032
Investment earnings	20,000	20,000	6,297	(13,703)	31%	23,804	10,949
Restricted intergovernmental	-	-	-	-	na	25,254	-
Other	104,000	104,000	21,465	(82,535)	21%	300,541	68,197
Total revenues	28,454,761	28,930,761	12,117,574	(16,813,187)	42%	37,473,555	11,037,178
Expenditures:							
Salaries	3,389,151	3,389,151	1,053,125	2,336,026	31%	2,888,778	1,019,270
Fringe benefits	1,553,796	1,553,796	509,006	1,044,790	33%	1,308,719	479,664
Operating expenditures	4,772,678	5,838,607	2,130,925	3,707,682	36%	4,493,558	1,448,776
Repairs and maintenance	2,327,000	2,379,557	525,057	1,854,500	22%	2,117,757	642,231
Capital outlay	3,333,000	4,143,537	687,311	3,456,226	17%	2,747,367	426,210
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	2,041,150	2,108,097	49%	4,591,276	2,298,705
Total expenditures	30,442,874	32,371,897	8,686,422	23,685,475	27%	30,539,241	6,977,506
Revenues over (under) expenditures	(1,988,113)	(3,441,136)	3,431,152	6,872,288	-100%	6,934,314	4,059,672
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	912,794
Claims settlement	-	-	-	-	na	(10,291,934)	-
Appropriated net positon	3,274,133	5,733,279	-	(5,733,279)	0%	-	-
Total other fin. sources (uses)	1,988,113	3,441,136	(2,476,158)	(5,917,294)	-72%	(9,782,743)	293,985
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ -	$ 954,994	$ 954,994		$ (2,848,429)	$ 4,353,657

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 OCTOBER 31, 2021

		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	71	169,923
Investment earnings-debt proceeds	-	418,862	511	419,373
West Brunswick Regional WWTP Southport Contribution	2,630,000	-	-	-
Total revenues	6,308,642	1,248,278	582	1,248,860
Expenditures:				
WBRWWTF Expansion Southport	2,630,000	1,580,659	49,389	1,630,048
NEBRWWTP Expansion	45,714,971	36,134,721	1,132,037	37,266,758
NEBRWWTP East Transmission Main	3,616,997	3,180,855	-	3,180,855
NEBRWWTP WestTransmission Main	2,891,839	2,529,722	100,272	2,629,994
Ocean Ridge Reclaimed Water Main	115,800	45,100	25,500	70,600
Sea Trail WWTP	147,000	53,840	30,960	84,800
Navassa Watewater System Rehabilitation	2,852,818	15,000	-	15,000
Total expenditures	57,969,425	43,539,897	1,338,158	44,878,055
Revenues over (under) expenditures	(51,660,783)	(42,291,619)	(1,337,576)	(43,629,195)
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	(4,480,131)	-	-	-
Appropriated fund balance	4,180,596	-	-	-
Total other financing sources (uses)	51,660,783	49,623,178	2,476,158	52,099,336
Revenues and other financing sources over (under) expenditures and other financing uses	$ -	$ 7,331,559	$ 1,138,582	$ 8,470,141

Cash and Investments

A Summary of Cash and Investments is presented on the Brunswick County Government website as of October 31, 2021. It reports that the County had $267.7 million of unrestricted cash and investments in all funds including those accruing for outside agencies that the county performs collections plus $171.6 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 OCTOBER 31, 2021

	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			52,224,908			0.00%
Total Checking & Petty Cash				$ 52,231,108	12%	
Money Markets / Savings						
BB&T Money Rate Savings			122,984,485			0.07%
JP Morgan Chase Savings			10,002,275			0.05%
SunTrust Money Market			5,063,620			0.01%
Total Money Markets / Savings				$ 138,050,381	31%	
Certificates of Deposit / CDARS						
First Bank	3/28/21	9/28/22	21,223,895			0.30%
Total Certificates of Deposit / CDARS				$ 21,223,895	5%	
NC Capital Management Trust - Government Portfolio				$ 56,173,962	13%	0.01%
Total Unrestricted Cash and Investments				**$ 267,679,345**		
Restricted Cash and Investments						
Bond Proceeds & Debt Reserve Fund						
NC Capital Management Trust-Government Portfolio			$ 156,154,377		36%	0.01%
BB&T General Fund Restricted						
Restricted for Revaluation			214,566		0%	0.00%
Restricted for Holden Beach Debt			1,370,040		1%	0.00%
Restricted for ARP Funds			13,870,556		3%	0.00%
Total Restricted Cash and Investments				**$ 171,609,538**		
Grand Total All Cash and Investments				**$ 439,288,884**	**100%**	**0.04%**

Cash Balances:	
General Fund	**$ 97,150,699**
County Capital Reserve Fund	**41,441,821**
School Capital Projects Fund	**23,982,598**
Water Fund	**42,764,759**
Water Capital Reserve Fund	**1,396,876**
Wastewater Fund	**33,261,481**
Wastewater Capital Reserve Fund	**4,968,482**

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				
Dec	46,595	203,220	412,058	190,359	287,344				
Jan	305,760	189,817	214,920	293,817	213,357				
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	914,378		42%

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				
Dec	24,416,021	20,728,131	19,916,780	28,966,741	28,595,685				
Jan	23,377,586	26,045,100	26,931,609	23,866,807	22,854,561				
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	45,657,616		33%

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				
Nov	471,246	499,198	576,498	706,266	633,461				
Dec	464,226	501,030	543,041	675,364	746,091				
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	2,674,437		36%

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				
Oct	752,088	864,937	680,715	734,132	1,191,688				
Nov	635,873	767,798	871,829	935,348	1,090,992				
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	3,865,026		29%

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				
Oct	551,928	614,008	639,392	704,618	813,391				
Nov	544,444	562,350	635,351	731,594	796,614				
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	1,972,262		21%

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				
Oct	514,766	588,455	517,955	565,888	808,230				
Nov	464,016	527,365	599,197	662,923	757,703				
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	2,386,916		26%

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				
Nov	35,359	49,419	37,420	52,189	124,681				
Dec	29,523	25,730	52,499	40,899	41,634				
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	1,850,000	1,435,306		78%

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				
Dec	358,875	401,470	360,250	412,440	448,165				
Jan	326,617	330,727	345,037	396,758	392,757				
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	2,438,975		33%

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				
Dec	79,215	194,433	137,776	288,809	236,541				
Jan	53,423	75,964	44,935	54,445	78,562				
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	2,040,118		58%

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				
Dec	329,525	415,210	401,300	420,180	437,859				
Jan	271,848	461,637	300,896	378,791	378,543				
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	2,801,777		41%

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				
Dec	140,427	181,314	194,601	133,730	183,074				
Jan	156,917	209,780	129,208	75,047	195,035				
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	558,725		40%

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				
Dec	477,375	495,252	513,738	529,100	553,984				
Jan	480,043	496,679	514,422	529,586	557,207				
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	2,310,582		29%

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				
Dec	59,843	54,196	61,096	83,464	95,350				
Jan	63,308	74,470	88,359	75,364	162,630				
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	740,000	530,799		72%

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				
Dec	49,323	40,491	65,826	98,693	141,178				
Jan	53,168	70,156	80,237	212,681	195,284				
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	637,312		93%

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				
Dec	25,429	23,427	25,114	36,150	47,704				
Jan	25,978	28,493	36,370	77,458	64,031				
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	218,830		94%

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				
Dec	753,597	801,946	827,199	839,603	1,067,872				
Jan	739,484	778,549	823,964	982,576	1,028,993				
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	4,932,742		37%

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				
Dec	109,000	84,000	131,900	252,000	267,888				
Jan	117,775	113,840	209,000	163,712	317,301				
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	1,253,150		70%

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				
Dec	154,451	186,084	173,249	261,012	363,938				
Jan	196,396	218,124	289,652	230,092	522,147				
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	2,065,538		344%

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				
Dec	47,819	52,692	54,696	91,528	119,197				
Jan	67,463	68,707	95,136	75,597	174,506				
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	749,653		375%

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		
Nov	39,338	40,758	42,186	43,460	45,726		
Dec	39,466	40,908	42,291	43,632	45,914		
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	47,616	702

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		
Nov	16,070	17,026	18,083	19,157	20,648		
Dec	16,157	17,193	18,145	19,215	20,758		
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	21,735	398

Brunswick County Board of Commissioners

ACTION AGENDA ITEM

November 15, 2021

Action Item # V. - 9.
FY23-FY27 Strategic Plan Goals and Objectives Overview

From:
Meagan Kascsak, Communications Director

Issue/Action Requested:
Request the Board of Commissioners review the proposed updates to the draft FY23-27 Strategic Plan based on discussions during the Nov. 1, 2021, regular meeting and consider adoption of the final draft of the plan as presented.

Background/Purpose of Request:
Brunswick County's Strategic Plan guides and sets the direction for county operations, initiatives, projects over the course of five fiscal years. The plan includes the county government's mission, vision, values, and strategic goals as identified by the Board of County Commissioners. The Board reviews the plan annually. County staff develop and coordinate tactics and strategies that support these priority goals and objectives along with key performance indicators to track and measure performance and outcomes. More information about Brunswick County's Strategic Plan is at brunswickcountync.gov/strategicplan

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:

ATTACHMENTS:

Description

- FY23-FY27 Strategic Plan Presentation 11-15-21
- FY23-FY27 Strategic Plan Overview Final Draft

Brunswick County

FY23-FY27 Strategic Plan

Draft Plan / Updated Nov. 9, 2021















Updates



Our Values

RESPECT

We treat our residents and one another with the highest regard for dignity and courtesy. We are dedicated to the protection and preservation of our residents' personal rights and freedoms at every level of government. We exemplify the dedication, efficiency, and effectiveness recognized as exceptional customer service qualities.

INTEGRITY



We strive to be honest and transparent in all that we do. We provide accurate information and guidance to strengthen positive relationships between residents and their county government.

COLLABORATION



We are open-minded and welcoming to new ideas and diverse perspectives. We engage and foster strong, long-lasting partnerships to expand our opportunities for feedback and representation in our decisions and actions.

ACCOUNTABILITY



We honor the authority entrusted to us to serve and protect our residents and preserve our natural and fiscal resources through ethical and responsible stewardship.

INNOVATIVE



We are a goal-oriented and future-driven community that seeks out and rewards thoughtful and industrious means to improve service quality and delivery both effectively and affordably.

Economic Development

OBJECTIVE NO. 1

Foster partnerships to collectively develop strategies and inspire a positive business environment.

OBJECTIVE NO. 2

Support policies and developments that strengthen and diversify the county tax base and recruit jobs that pay a living wage.





Healthy and Safe Community

To support the advancement and continuous improvement of health, safety, and preparedness efforts in our county that incorporate current best practices and anticipate the county's future growth and development.

Healthy and Safe Community



OBJECTIVE NO. 1

Continue to prepare and respond timely and effectively to emergency situations when they arise through coordinated efforts among county departments and community partners.

OBJECTIVE NO. 2

Support policies and initiatives that deter criminal activity and reduce risks for residents and visitors while incorporating mitigation strategies learned from previous reviews and experiences.

OBJECTIVE NO. 3

Develop proactive and responsible programs focused on reducing negative outcomes related to preventable health issues, diseases, mental health challenges, and substance abuse.

Brunswick County

FY23-FY28 Strategic Plan

Draft Plan / Updated Nov. 9, 2021













Brunswick County Government
30 Government Center Drive NE, Bolivia, NC 28422
800.442.7033 / brunswickcountync.gov

Brunswick County

FY23-FY27 Strategic Plan

Draft Plan
Updated Nov. 9, 2021

Our Mission

We provide the highest level of service to support an active, dynamic, and thriving community. In cooperation with our local and regional partners, we collaborate to provide responsive and efficient services that support and advance the development of our community's educational, recreational, and economic prosperity.

Our Vision

Brunswick County is a prosperous, vibrant, and forward-thinking community that offers opportunities to enhance and sustain the highest quality of life for residents.

Our Values



RESPECT

We treat our residents and one another with the highest regard for dignity and courtesy. We are dedicated to the protection and preservation of our residents' personal rights and freedoms at every level of government. We exemplify the dedication, efficiency, and effectiveness recognized as exceptional customer service qualities.



INTEGRITY

We strive to be honest and transparent in all that we do. We provide accurate information and guidance to strengthen positive relationships between residents and their county government.



COLLABORATION

We are open-minded and welcoming to new ideas and diverse perspectives. We engage and foster strong, long-lasting partnerships to expand our opportunities for feedback and representation in our decisions and actions.



ACCOUNTABILITY

We honor the authority entrusted to us to serve and protect our residents and preserve our natural and fiscal resources through ethical and responsible stewardship.



INNOVATIVE

We are a goal-oriented and future-driven community that seeks out and rewards thoughtful and industrious means to improve service quality and delivery both effectively and affordably.

Brunswick County

FY23-FY27 Strategic Plan

Draft Plan
Updated Nov. 9, 2021

Strategic Goals



ECONOMIC DEVELOPMENT

To grow and strengthen economic prosperity through exceptional service and collaborative efforts to recruit and retain quality employers that advance our commercial, industrial, agricultural, tourism, and hospitality sectors.

- Objective No. 1: Foster partnerships to collectively develop strategies and inspire a positive business environment.
- Objective No. 2: Support policies and developments that strengthen and diversify the county tax base and recruit jobs that pay a living wage.



EDUCATION

To build an educated and highly skilled workforce by supporting the development of future-driven and accessible education and training opportunities for students of all ages and backgrounds.

- Objective No. 1: Continue to collaborate with county educational partners to support their efforts to teach and retain students, faculty, and staff.
- Objective No. 2: Identify pathways to future success and skill development for students after high school and beyond.



EXCELLENT GOVERNMENT

To demonstrate forward-thinking and high-performing standards within the county government through exceptional leadership, planning, and customer service.

- Objective No. 1: Maintain the county government's positive financial position, low tax rate, and credit strength.
- Objective No. 2: Attract and retain an experienced, skilled, and diverse county government workforce.
- Objective No. 3: Create an environment where residents feel respected and engaged in county government decisions.

Brunswick County

FY23-FY27 Strategic Plan

Draft Plan
Updated Nov. 9, 2021

Strategic Goals (continued)

GROWTH AND SUSTAINABILITY

To encourage the development of innovative strategies and policies for infrastructure, transportation, and the environment that support residential, commercial, and industrial growth.

- Objective No. 1: Continue efforts to offer utility customers with robust, reliable, and high-quality water and wastewater services.
- Objective No. 2: Form and sustain partnerships to provide a strong regional utility system for the benefit of all customers countywide.
- Objective No. 3: Encourage forward-thinking development and construction practices that balance respect for natural resources and private property.
- Objective No. 4: Support accessible and multimodal transportation options that connect residents to services and employment opportunities.

HEALTHY AND SAFE COMMUNITY

To support the advancement and continuous improvement of health, safety, and preparedness efforts in our county that incorporate current best practices and anticipate the county's future growth and development.

- Objective No. 1: Continue to prepare and respond timely and effectively to emergency situations when they arise through coordinated efforts among county departments and community partners.
- Objective No. 2: Support policies and initiatives that deter criminal activity and reduce risks for residents and visitors while incorporating mitigation strategies learned from previous reviews and experiences.
- Objective No. 3: Develop proactive and responsible programs focused on reducing negative outcomes related to preventable health issues, diseases, mental health challenges, and substance abuse.

ABOUT THE STRATEGIC PLAN

Brunswick County's Strategic Plan guides and sets the direction for county operations, initiatives, projects over the course of five fiscal years. The plan includes the county government's mission, vision, values, and strategic goals as identified by the Board of County Commissioners. The Board reviews the plan annually. County staff develop and coordinate tactics and strategies that support these priority goals and objectives along with key performance indicators to track and measure performance and outcomes. More information about Brunswick County's Strategic Plan is at brunswickcountync.gov/strategicplan.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # V. - 10.
Operation Services - Landfill Waiver for Derelict Vessels

From:
Stephanie Lewis, OS Director

Issue/Action Requested:
Request that the Board of Commissioners consider approving a landfill waiver for the disposal of two derelict vessels near Holden Beach and associated budget amendment.

Background/Purpose of Request:
Brunswick County received a request from the Sheriff's Office Marine Patrol Unit to waive landfill fees for disposal of two derelict shrimping trawlers near Holden Beach. The request stated that the Sheriff's Office had partnered with the NC Coastal Federation to clean up the county's waterways. Funding was provided by US Department of Agriculture Natural Resources Conservation Program, and matching funds from NC Department of Environmental Quality, and the National Fish and Wildlife Foundation/NOAA Marine Debris Program Emergency Hurricane Funding per the request letter.

Based on estimates of weight, which is difficult to determine on sunken vessels and water logged material, disposal cost is estimated between $8,000 and $10,000 and will be paid from 104720-439904. This material will need to be disposed of as a mixed load of C&D/MSW in the transfer station and will have a direct out of pocket cost as opposed to most waived landfill fees. It also will require the material to be hauled in dump capable vehicles and contain no hazardous or banned materials.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners consider approving a landfill waiver for the disposal of two derelict vessels near Holden Beach and associated budget amendment.

ATTACHMENTS:

Description

- Landfill Waiver Request Letter

Chief Charlie Miller,

As you are aware the Marine Patrol Unit has partnered with the North Carolina Coastal Federation in an effort to clean up our waterways in Brunswick County. As a team we have been able to remove five abandoned/derelict vessels and 132 tons of debris from our waterways since February 2021. These projects have been funded by the U.S. Dept. of Agriculture Natural Resources Conservation Program (EWP), NCDEQ matching funds and the National Fish and Wildlife Foundation/NOAA Marine Debris Program Emergency Hurricane Funding. To date we have spent $398,095.61 in Brunswick County on these projects. None of these projects where funded utilizing Brunswick County funds.

That being said, as we come to the end of the State and Federal funding mentioned above, I have identified two additional shrimp trawlers that need to be removed. I have worked closely with the property owners and the North Carolina Coastal Federation to get these two 65' shrimp boats added to the list for removal. These two shrimp trawlers sit near the Provision Company Restaurant in Holden beach just south of the bridge. These vessels were approved as of 11/4/2021 for removal, but with very limited funding. The current bid to remove these vessels is $121,897.00 and would be paid in full by the remaining State and Federal funding. However, to keep cost down and the project in budget I am asking that we waive the landfill fees for the remaining two vessels to assure this project is completed. Once this project is complete we will have removed all derelict vessels that have been identified in our County and the total state and federal funding used will total $519,992.61. Hopefully the County will approve this request to waive the landfill fees for this remaining project.

Thank you for your assistance and consideration,

Sergeant, Jake Zaludek

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # V. - 11.

From: Sheriff's Office -- GHSP Region 3 LEL Position Grant
Elizabeth Bynum

Issue/Action Requested:
Request that the Board of Commissioners approve a resolution to authorize the receipt of a Governor Highway Safety Program grant, which will allow for the reimbursement of travel and equipment expenses in the amount of $25,000 with no county match. The grant supports GHSP's Region 3 Law Enforcement Liaison position; a Sheriff's Office member was recently appointed to that position.

Background/Purpose of Request:
The LEL position in this region helps to organize and facilitate large speed and other traffic-related campaigns on behalf of the GHSP. This person also attends necessary meetings, training, and other events on behalf of this region and in support of the many law enforcement agencies. Some of the equipment items that will be purchased with the grant funds include four radars and one lidar system to assist in speed-related GHSP campaigns. The grant term is for one year but will reapply annually while the LEL remains as an agency member.

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates federal revenues of $25,000 for use in the grant project.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve a resolution to authorize the receipt of a Governor Highway Safety Program grant, which will allow for the reimbursement of travel and equipment expenses in the amount of $25,000 with no county match. The grant supports GHSP's Region 3 Law Enforcement Liaison position; a Sheriff's Office member was recently appointed to that position.

ATTACHMENTS:

Description

- Resolution
- 20211115 Budget Amendment GHSP LEL Grant.pdf

North Carolina Governor's Highway Safety Program

LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the _____ (herein called the "Agency")
(The Applicant Agency)

has completed an application contract for traffic safety funding; and that _____
(The Governing Body of the Agency)

_____ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE _____ IN OPEN
(Governing Body)

MEETING ASSEMBLED IN THE CITY OF _____, NORTH CAROLINA,

THIS _____ DAY OF _____, 20 _____, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That _____ is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of $ _____ to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
   (Name and Title of Representative)
   (Federal Dollar Request)
3. That the Governing Body has formally appropriated the cash contribution of $_____ as required by the project contract; and
   (Local Cash Appropriation)
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____
(Chairperson/Mayor)

ATTESTED BY _____ **SEAL**
(Clerk)

DATE _____

Request Info	
Type	Budget Amendment
Description	GHSP LEL Grant
Justification	Board Meeting 11/15/2021 - Appropriate federal revenues restricted in the amount of $25,000 for the Governor's Highway Safety Program (GHSP) grant to support Region 3 Law Enforcement Liaison (LEL) position which helps organize and facilitate large speed and other traffic related campaigns on behalf of the GHSP.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104310	331000	Sheriff's Office	Federal Revenues	25000	Increase	Credit
104310	465512	Sheriff's Office	Grant Subsidy-Federal	25000	Increase	Debit

Total

Grand Total:	50000

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # V. - 12.
Tax Admin - November 2021 Releases

From:
Jeff Niebauer

Issue/Action Requested:
Request the Board of Commissioners approve the November 2021 releases.

Background/Purpose of Request:
Approval of the tax releases for November 2021. A summary of the releases is listed below.

County real property release value $296,800 (1 release)

County personal property release value $319,357 (5 releases)

County VTS November 2021 release value $143,149 (16 releases)
Smithville VTS November 2021 release value $9,035 (1 release)
Boiling Spring Lakes VTS November 2021 release value $9,688 (3 releases)
Leland VTS November 2021 release value $84,309 (4 releases)
Oak Island VTS November 2021 release value $9,035 (1 release)
Sunset Beach VTS November 2021 release value $12,790 (2 releases)

For information purposes only

Ocean Isle fire district $180 (1 release)

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the November 2021 releases.

ATTACHMENTS:

Description

- Tax Releases for November 2021
- Motor Vehicle Releases (VTS) November 2021 Processed October 2021 (NCDMV Tax & Tag)
- Fire Fee Releases

Tax Releases for November 2021
Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048292	10/22/2021	LW OI INVESTMENTS LLC	88908 (2021)	80025479	Ocean Isle Beach	244NL047		$1439.48-C	$296,800.00	Clerical error/DE error

Tax Releases for November 2021
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
048325	11/2/2021	COPY PRO	031416 (2021)	50168895		NULL	LOCKWOOD FOLLY	$20.11-C	$4,146.00	Duplicate Listing

Tax Releases for November 2021
PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048326	11/2/2021	STALLING JOHN ROBERT	133733 (2017)	80028800		NULL	LOCKWOOD FOLLY	$481.12-C	$99,199.00	BOAT WAS NOT LOCATED IN BRUNSWICK COUNTY
048327	11/2/2021	STALLING JOHN ROBERT	302090 (2016)	80028800		NULL	LOCKWOOD FOLLY	$506.44-C $50.64-LL	$104,420.00	BOAT WAS NOT LOCATED IN BRUNSWICK COUNTY
048328	11/2/2021	STALLING JOHN ROBERT	304813 (2015)	80028800		NULL	LOCKWOOD FOLLY	$533.09-C $53.31-LL	$109,916.00	BOAT WAS NOT LOCATED IN BRUNSWICK COUNTY
048329	11/2/2021	BRASHEARS RANDY	301912 (2021)	80088777		0270000202	NORTHWEST	$8.13-C $0.81-LL	$1,676.00	Duplicate Listing

Release Category Codes

Release Code	Release Type	Release Code	Release Type
BHI	BALD HEAD ISLAND	BHILL	BALH HEAD ISLAND LATE LIST
BEL	BELVILLE	BELLL	BELVILLE LATE LIST
BSL	BOILING SPRING LAKES	BSLLL	BOILING SPRING LAKES LATE LIST
BOL	BOLIVIA	BOLLL	BOLIVIA LATE LIST
CLF	C LIEN FEE	CAL	CALABASH
CALLL	CALABASH LATE LIST	CS	CAROLINA SHORES
CSLL	CAROLINA SHORES LATE LIST	CAS	CASWELL BEACH
CASLL	CASWELL BEACH LATE LIST	C	COUNTY
FF	FIRE FEE	HB	HOLDEN BEACH
HBLL	HOLDEN BEACH LATE LIST	INT	INTEREST
LL	LATE LIST PENALTY	LSM	LATE LIST SMITHVILLE
LEL	LELAND	LELLL	LELAND LATE LIST
LB	LONG BEACH	LBLL	LONG BEACH LATE LIST
NAV	NAVASSA	NAVLL	NAVASSA LATE LIST
NW	NORTHWEST	NWLL	NORTHWEST LATE LIST
OI	OAK ISLAND	OILL	OAK ISLAND LATE LIST
OIB	OCEAN ISLE BEACH	OIBLL	OCEAN ISLE BEACH LATE LIST
PL02	OFF PREMISES MALT	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

NCVTS RELEASES PROCESSED OCTOBER 2021

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
BIRD, DEBORAH CAROL	FJW9489	2009	HONDA	6,490	5,581	909	11									NC INSPECTION 216,649 MILES	10/01/21	12	High Mileage/Condition
MANN, DENNIS LEE	CM63702	2019	CURR	9,230	1,805	725				1,805						OVERVALUED 18' TRAILER/ $100/FT+$100/AXLE-5%DEP	10/01/21	20	Appealed value
DAN, JULIAN	CN53244	2019	WINN	5,590	-	5,590	20								MILITARY	HOR-OH	10/01/21	4	Military Exempt
SOLLENBERGER,JEFFREY ROBERT	CN48494	2021	TRIT	13,210	1,329	11,881	11					1,399	2021			OVERVALUED TRAILER/ BOS 2021=1399	10/14/21	15	TEC Value Issue
FORD, CARL DAVID JR	CN52450	2016	CAON	6,380	484	5,896						550	2019	B-20		OVERVALUED TRAILER/ BOS 2019=$550	10/14/21	1	Adjusted per Purchase Price
FORD, DEBORAH JEAN	THY4694	2010	JEEP	8,333	5,695	2,638						6,700	2018	B-20		BOS 2018=$6700-DEP	10/14/21	1	Adjusted per Purchase Price
BRUMFIELD, JAMIE FERGUSON	FBP8252	2017	FORD	8,626	6,469	2,157	20		75	6,469	PERM					TOTAL LOSS REBUILT TITLE	10/14/21	12	High Mileage/Condition
FIORE, JAMES	HLT3116	2017	BUIC	17,530	11,499	6,031	31					12,499	2020	20		BOS 2020=$12,499-DEP	10/14/21	1	Adjusted per Purchase Price
HANCOCK, JOHN ROBERT	PEZ7241	2015	CHEV	15,250	-	15,250	31								MILITARY	HOR- NJ	10/14/21	4	Military Exempt
HANCOCK, JOHN ROBERT	FHB8280	2018	NISS	13,030	-	13,030	31								MILITARY	HOR-NJ	10/14/21	4	Military Exempt
BARR, SARAH ANN ELIZABETH	CM63428	2019	ARNG	10,317	1,282	9,035	14	3		1,282						OVERVALUED 4X6 ENCLOSED TRAILER	10/14/21	15	TEC Value Issue
BACCARNY, TAYLOR COLE	TDZ1892	2016	HONDA	12,940	9,576	3,364										NC INSPECTION 142,217 MILES	10/14/21	12	High Mileage/Condition
BRUMFIELD, JAMIE FERGUSON	FBP8252	2017	FORD	6,469	4,528	1,941	20									SERVICE RECEIPT 139,275 MILES	10/20/21	12	High Mileage/Condition
AUER, KRISTEN	JFF9559	2019	LEXS	49,998	-	49,998	31								MILITARY	HOR-SC	10/20/21	4	Military Exempt
WEBB, GEARRY WAYNE	CN53379	2022	PACE	15,410	1,750	13,660				1,750						OVERVALUED 8' ENCLOSED TRAILER	10/26/21	1	Adjusted per Purchase Price
WALKER, WILLIAM THOMAS JR	TAW9302	2008	TAC	3,007	1,963	1,044										294,688 MILES PER NC INSPECTION	10/29/21	12	High Mileage/Condition

NOVEMBER 2021
Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048293	10/22/2021	LW OI INVESTMENTS LLC	88908 (2021)	80025479	Ocean Isle Beach	244NL047		$180.00-OIBF	$296,800.00	Clerical error/DE error

Release Category Codes

Release Code	Release Type	Release Code	Release Type
BHI	BALD HEAD ISLAND	BHILL	BALH HEAD ISLAND LATE LIST
BEL	BELVILLE	BELLL	BELVILLE LATE LIST
BSL	BOILING SPRING LAKES	BSLLL	BOILING SPRING LAKES LATE LIST
BOL	BOLIVIA	BOLLL	BOLIVIA LATE LIST
CLF	C LIEN FEE	CAL	CALABASH
CALLL	CALABASH LATE LIST	CS	CAROLINA SHORES
CSLL	CAROLINA SHORES LATE LIST	CAS	CASWELL BEACH
CASLL	CASWELL BEACH LATE LIST	C	COUNTY
FF	FIRE FEE	HB	HOLDEN BEACH
HBLL	HOLDEN BEACH LATE LIST	INT	INTEREST
LL	LATE LIST PENALTY	LSM	LATE LIST SMITHVILLE
LEL	LELAND	LELLL	LELAND LATE LIST
LB	LONG BEACH	LBLL	LONG BEACH LATE LIST
NAV	NAVASSA	NAVLL	NAVASSA LATE LIST
NW	NORTHWEST	NWLL	NORTHWEST LATE LIST
OI	OAK ISLAND	OILL	OAK ISLAND LATE LIST
OIB	OCEAN ISLE BEACH	OIBLL	OCEAN ISLE BEACH LATE LIST
PL02	OFF PREMISES MALT	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

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # V. - 13.

From:
Jeff Niebauer

Tax Admin - November 2021 MV Discovery Valuation & Levy for October 2021

Issue/Action Requested:
Request that the Board of Commissioners approve the November 2021 motor vehicle valuation and levy discoveries created in October 2021.

Background/Purpose of Request:
To accept the value and charge the tax collector with the levy as specified for each tax jurisdiction.

Fiscal Impact:

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the November 2021 motor vehicle valuation and levy discoveries created in October 2021.

ATTACHMENTS:

Description

- November 2021 MV Val & Levy Memo (October 2021)
- November 2021 (October 2021) MV Val & Levy Discovery Totals

County of Brunswick

OFFICE OF THE TAX ADMINISTRATOR
PO BOX 269, BOLIVIA, NC 28422
910-253-2829 TELEPHONE
910-253-2861 FAX
WWW.BRUNSWICKCOUNTYNC.GOV

JEFFERY P NIEBAUER
TAX ADMINISTRATOR

TONY MASIERO
ASST TAX ADMINISTRATOR

MELINDA ORE
DEPUTY TAX COLLECTOR

MEMORANDUM

TO: Brunswick County Board of Commissioners

FROM: Jeffery P Niebauer, Tax Administrator

DATE: November 2, 2021

SUBJECT: October 2021 Motor Vehicle Discovery Valuation & Levy

Attached please find the October 2021 motor vehicle discovery valuation and levy effective November 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: Julie Miller, Director of Fiscal Operations

NOVEMBER 2021 MV VAL AND LEVY DISCOVERY TOTALS

		Tax Amt	Appr Value	Spec Eq Val	# of Bills	RATE
	COUNTY	63.05	13,000		2	0.4850
	DOSHER HOSPITAL	1.20	3,000		1	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	8.10	3,000		1	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	16.39	10,000		1	0.1639
29	ST JAMES					0.0600
26	SANDY CREEK					0.2500
22	SHALLOTTE					0.3525
21	SOUTHPORT					0.2956
11	SUNSET BEACH					0.1600
27	VARNAMTOWN					0.5000
17	VILLAGE OF BHI					0.6863

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # VI. - 1.

From: Wm. L. Pinnix, P.E. - Engineering Director

Engineering - Courthouse Addition & Renovation - Big Sky Interior Design Furniture Presentation and Funding Request

Issue/Action Requested:
Request that the Board of Commissioners receive a courthouse furniture project update from John Sawyer, AIA, of Sawyer Sherwood Architects and Jennifer Kraner of Big Sky Interior Design, and also allocate funding in the amount of $991,102 for new furniture for the county courthouse.

Background/Purpose of Request:
The courthouse addition and renovation project commenced on April 1, 2020 with a two year construction period and is currently scheduled for completion on May 22, 2022.

Phase 1 was the 15,000 SF addition to the existing building and that was completed and in service on April 9, 2021.

Phase 2 renovations to the existing building interior began on April 10, 2021 and are scheduled for completion in early December. After the completion of Phase 2 there will be a two week owner move period to allow courthouse staff to move into the renovated areas so Phase 3 renovations can commence.

Phase 3 is scheduled to begin at the end of December after the owner move period and run through to the project completion in late May of 2022.

Concurrent with the Phase 2 renovations the architect and Big Sky Interior Design have been analyzing the existing furniture in the courthouse and the need for new furniture for the additional spaces that have been added or renovated. Existing furniture that is in good condition and can be repurposed for use by staff has also been analyzed.

Cost estimates have been provided by department and by floor along with NC Sales Tax at 7.25% and estimates for new furniture delivery, assembly, and installation, and also existing furniture moving in coordination with new installation and disposable of unusable. These estimates are:

First floor:	$135,731.89
Second floor:	$164,190.25
Third floor:	$484,422.10
Subtotal:	$784,344.25
Estimated contingency (for price increases)	$19,608.61
NC Sales Tax @ 7.25%	$60,339.33

New Furniture Delivery, assembly & installation:	$48,750.00
Existing Furniture moving in coordination with new installation and disposable of unusable furniture:	$78,000.00
Total:	$991,102.19

Staff recommends that the Board of Commissioners receive the courthouse furniture project update from the architect and Big Sky Interior Design and allocate funding to the project in the amount of $991,102.19 for the furniture project.

Fiscal Impact:
Budget Amendment Required, Capital Project/Grant Ordinance Required, Reviewed By Director of Fiscal Operations
Budget amendment and the associated capital project ordinance appropriates fund balance of $991,102 in the general fund for transfer to the Courthouse project.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners receive a courthouse furniture project update from John Sawyer, AIA, of Sawyer Sherwood Architects and Jennifer Kraner of Big Sky Interior Design, and also allocate funding in the amount of $991,102 for new furniture for the county courthouse.

ATTACHMENTS:

Description

- BC CH Add Renov _ SSA - BSD Furniture Presentation_Attach 1
- 20211115 Budget Amendment Courthouse Furniture GF.pdf
- 20211115 Budget Amendment Courthouse Furniture.pdf
- 20211115 CPO Courthouse Renovation and Addition Project.pdf

BIG SKY

INTERIOR DESIGN

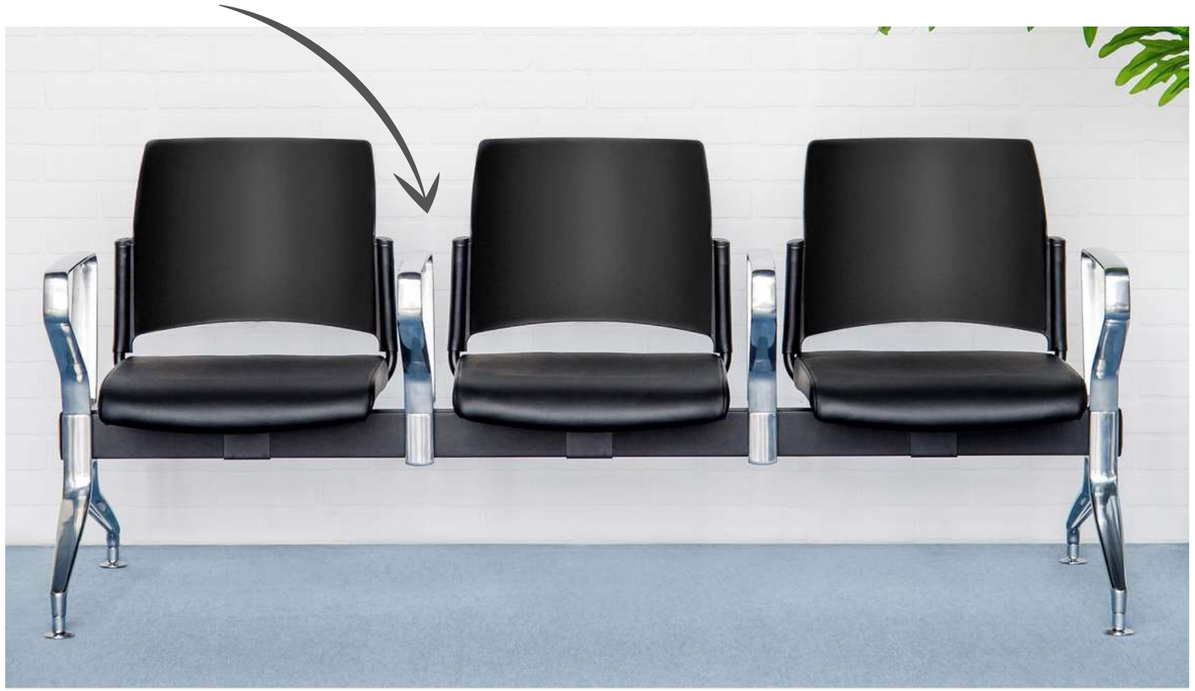
BRUNSWICK COUNTY COURTHOUSE

DESIGN PRESENTATION

2021

NEW FURNITURE

CENTER ARMS NOT INCLUDED



3-SEATER
ROUILLARD- MIA
POLY SEAT + BACK



JUDGE'S CHAIR
NATIONAL- ELOQUENCE



SPECTATOR CHAIR
ALLSEATING- INERTIA MESH BACK, CUSHION SEAT



ATTORNEY CHAIR
NATIONAL- TRIUMPH



JURY CHAIR
NATIONAL- TRIUMPH

CUSTOM ATTORNEY TABLES
MILLWORK TO MATCH JUDGE'S BENCH, WITNESS STAND + JUDGE'S CLERK AREA

*PHOTO NOT SHOWN



TASK CHAIR
ALLSEATING- ENTAIL



CURRENT CLAMP-ON POWER



WORKING TABLES W/ MODESTY PANEL
NATIONAL- WAVEWORKS



JURY CHAIRS
SAFCO- VALORE

PLASTIC BACK WITH PADDED SEAT



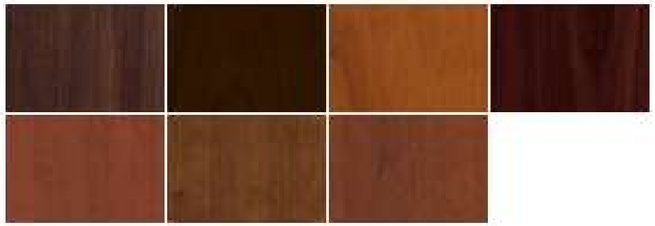
SEATING
SIT ON IT- RIO



EXISTING JURY CHAIRS
REUSING ~85, REMAINING REUSED THROUGHOUT 2ND FLOOR







Phoenix Casegoods

Technical Specifications

Construction & Materials

Veneer: Exposed surfaces feature select grade, plain sliced American Black Walnut and Cherry hardwood veneers, carefully selected and matched to assure proper balance and consistency. Multi-step, hand finishing process on all exposed wood frames, and feature a catalyzed varnish finish which offers durability, lasting beauty, and resistance to normal wear.

Laminate: High-Pressured Laminate (HPL) tops are made of woodgrain laminates fused to particleboard core. Each laminate offers lasting beauty, superior resistance to normal wear, and easy maintenance.

Tops: 1 ⅛" thick. Wood Veneer worksurfaces are 5-ply balanced construction with solid hardwood rims; HPL worksurfaces are 3-ply balanced construction with solid hardwood rims. Grain direction runs left to right, unless otherwise noted.

Chassis: Veneer Chassis is constructed of American Black Walnut or Cherry hardwood veneer. Chassis is securely fastened using high quality European fastening systems and heavy-duty, 16-gauge joining brackets to assure maximum strength. Units feature finished backs, unless otherwise noted. All units ship with heavy-duty, adjustable leveling glides to ensure proper leveling and compensation for uneven floors.

Drawers: Box and file drawers are tested for 100lb capacity, lateral files are tested for 200lb capacity. 5-sided drawer construction for easy removal of drawer fronts. Drawer fronts are 3-ply construction, ¾" thick with matched grain while sides, back, and front are ½" thick woodgrain vinyl-wrapped miter fold construction. Box and file drawers have ¼" thick hardboard bottoms, while lateral file drawers feature ⅛" thick bottoms. Box and file drawers have full extension, progressive action slides with precision steel ball bearings. All suspensions have a limited lifetime warranty.

Filing: All file drawers are standard with filing systems designed to accommodate a variety of filing requirements. Legal and letter width file drawers provide legal front to back, and letter or legal side to side.

Storage: All hinged doors include soft close hinges. Soft close hinges reduce stress placed on the cabinet when the door is closed and offers a quiet closure.

Locking: All desks, credenzas, returns, and files feature standard locking. Lock core is available in black or silver. Removable lock cylinders allow for units to be re-keyed at a later date if required. Units are shipped randomly keyed as standard. Keyed alike units available upon request at no additional charge.

Cord Mgmt: Grommets are standard in back panels of assembled returns, bridge units, kneespace credenzas, and hutch units. A grommet is standard in tops of corner units. Grommets may be ordered in the tops of desks, returns, bridge units, credenzas, and component worksurfaces and are available in black or silver. Undersurface tracks are available for additional cord management.

Features

- Crafted in select solids and American veneers, Phoenix's clean, transitional styling is at ease in both contemporary and traditional settings. It is a perfect choice for value-minded companies who want a sophisticated, yet uncomplicated, furniture solution.
- Combining new and old in a careful balance allows Phoenix to achieve both functional and timeless beauty. Outfit a broad range of interiors with veneer or laminate worksurfaces, an ample selection of storage components, coordinating tables, and accessories to fully equip personal and shared work spaces.
- Phoenix features a veneer chassis with your choice of either a veneer or HPL top.
- Storage and table elements, like credenzas, bookcases, wardrobes, and occasional tables, are available to complete an office or easily work on their own in a variety of applications.
- The optional center drawer with pencil tray offers additional and convenient storage to keep desk tops clutter free.
- Route power and data cables away from desktops for clutter-free worksurfaces. Grommets are standard in back panels of returns, bridges, credenzas, and hutch units. Silver grommets are available.
- A holistic surface material's palette, featuring veneer finishes, woodgrain laminates, and more.
- 12 Year Warranty (some exclusions may apply, see Full Warranty in Price List).
- Units ship fully assembled.

Certifications & Compliance

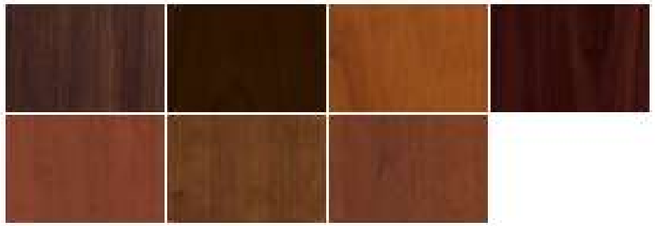
- ETL Environmental Certification for compliance with VOC emission concentrations
- BIFMA level® Certified for environmentally-preferable and socially-responsible office furniture
- BIFMA Compliant® Certified for meeting mechanical standards that focus on safety and durability
- TSCA Title VI (Formerly CARB) Compliance
- Contribution to U.S. Green Building Council's LEED Program

Indiana
FURNITURE
www.IndianaFurniture.com

BIG SKY DESIGN







Canvas Casegoods

Technical Specifications

Construction & Materials

Laminate: Thermally Fused Laminate (TFL) and High Pressure Laminate (HPL) are made of solid colors and woodgrain laminates fused to particleboard core. Each laminate offers lasting beauty, ease of maintenance, normal wear, and easy maintenance.

Tops: 1" thick TFL or HPL with 3mm matching PVC rims contoured to selected profile and 3mm PVC rims on self edges. Grain direction runs left-to-right, unless otherwise noted. 1¼" thick tops in HPL are available upon request.

Chassis: Chassis are fastened by using high quality Eurospeed fastening systems to ensure maximum strength. All units ship with heavy-duty, adjustable glides to ensure proper leveling and compensation for uneven floors.

Drawers: All drawer fronts are standard with woodgrain or solid color faces. Drawers feature 5-sided construction with ½" 3-ply fronts, ½" thick hardwood sides and ½" hardboard bottoms. Units with 36" wide file drawers feature ¾" thick drawer bottoms for maximum storage strength. Drawer interiors are sanded, sealed, and finished to provide for a smooth, quality feel and appearance. All drawers feature full extension, progressive action glides with precision steel ball bearings. Box and file drawers are tested for 100lb capacity while Lateral files are tested for 200lb capacity. All suspensions have a limited lifetime warranty.

Storage: All hinged doors include soft close hinges. Soft close hinges reduce stress placed on the cabinet when the door is closed and offers a quiet closure.

Locking: All units with file drawers feature standard locking. Lock cans available in black or silver. Removable lock cylinders allow for units to be re-keyed at a later date if required. Units are shipped random by keyed as standard. Keyed alike units available upon request at no additional charge.

Features

- Canvas Casegoods Collection delivers environments with refined aesthetics born from an appealing mix of materials, finishes and components.
- Elevate the style of any space with integrated adjustable height and boutique style studio components, landing tables, soft close doors, metal and acrylic options and pewter icon details.
- Choice of four edge profiles—double bevel, dual, flute, and square.
- Available with a selection of 10 pulls, with a choice of aluminum, black, chrome and solid, for a combination of 22 different options.
- Select from the full line of buffets, credenzas, cabinets, wardrobes, visual boards, lecterns and table top power centers to complete your space and maximize functionality.
- Canvas offers distinct design details such as contrasting colored drawer fronts, modesty panels and worksurfaces.
- Change up the look of your workspace with horizontal woodgrain options on door and drawer fronts.
- Wood glide full drawer construction offers stronger drawer joint connections and soft close drawer options reduces stress on the unit, extends the life of the drawer and ensures a gentle close.
- Maximize storage and get organized with surface mount or wall mount hutches that include components such as fabric or dry erase work walls.
- Personalize your storage space with acrylic dry erase or clock or white glass door options on select hutch and storage cabinet models. Add open shelves to hutches with chrome or TFL slots to keep paper work organized and your workspace clean.
- Black and White Marker Boards come in array of sizes and application options to keep your ideas fresh and let you build on great ideas.
- Wire management options are easy to specify to route cords away from the worksurface for a clean aesthetic.
- A fantastic surface materials palette—veneer finishes and woodgrain laminates; get inspiration at www.indianafurniture.com.
- 12 Year Warranty (some exclusions may apply; see Full Warranty in Price List).

Certifications & Compliance

- ETL Environmental Certification for compliance with VOC emission concentrations.
- BIFMA level® Certified for environmentally preferable and socially responsible office furniture.
- BIFMA Compliant® Certified for meeting mechanical standards that focus on safety and durability.
- TSCA Title VI (Formerly CARB) Compliance.
- Contribution to U.S. Green Building Council's LEED Program.

Dimensions

For a full listing of tops, bases, storage, and accessories, unit dimensions and shipping information, please see the Canvas Price List.



Indiana FURNITURE



JUDGE'S CHAIR
NATIONAL- ELOQUENCE



TASK CHAIR
ALLSEATING- INERTIA





TASK STOOL
ALLSEATING- INERTIA



STORAGE CASE
HERMAN MILLER- TU



JUDGE'S GUEST
INDIANA- BAKERSTREET



GUEST/ SIDE CHAIR
INDIANA- GLEEM



OCCASIONAL TABLES
INDIANA- ENCOMPASS



LOUNGE SEATING + OCCASIONAL TABLES
INDIANA- BLISS + ENCOMPASS



LOUNGE CHAIR
INDIANA- BLISS



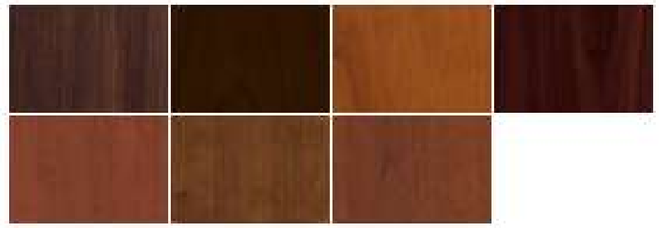
SEATING
NATIONAL- COLLETTE LOUNGE



OCCASIONAL TABLES
INDIANA- ENCOMPASS



SEATING
INDIANA- CLUTCH



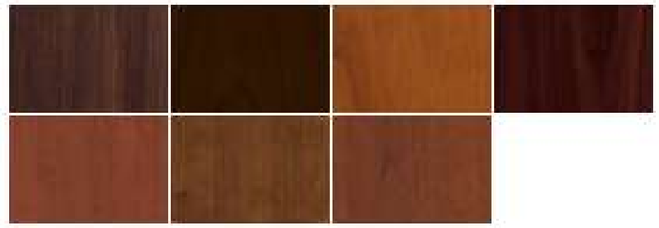
INTEGRATED POWER/ DATA BOX



TABLE
INDIANA- AURA CONFERENCE
LAMINATE WITH WOOD EDGE



SEATING
ALLSEATING- ENTAIL



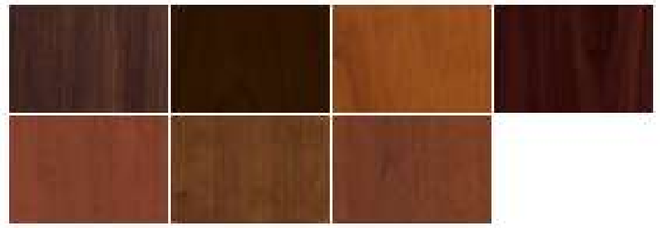
INTEGRATED POWER/ DATA BOX



TABLE
INDIANA- AURA CONFERENCE
LAMINATE WITH WOOD EDGE



SEATING
SAFCO- VALORE



INTEGRATED POWER/ DATA BOX



TABLE
INDIANA- AURA CONFERENCE
LAMINATE WITH WOOD EDGE



SEATING
SIT ON IT- RIO



TABLE
NATIONAL- UNIVERSAL



01A Folding Arm



TASK CHAIR WITH FOLD DOWN ARM
RFM TRADEMARK

EXISTING FURNITURE- NOT REUSING

OBSERVATIONS:

DESKS:

-BROKEN HANDLES/ MISSING HANDLES
-DRAWERS DID NOT WORK/ COULD NOT CLOSE
-TAPE OR OTHER MANEUVERS TO HOLD DRAWERS IN PLACE
-TRIM MOLDING MISSING OR BROKEN OFF
-SIGNIFICANT CORNER DAMAGE OR WOOD CHIPS EXPOSED THAT CANNOT BE TOUCHED UP
-WEAR TO DESK EDGE PROFILE
-HALF OF A STANDARD TYPICAL/ INCOMPLETE DESK
-OLD LOWER RETURN/KNEE BANGER

BOOKSHELVES:

-DAMAGE/ WEAR TO WOOD
-SHELVES ARE BOWING
-DIFFERENT STYLES IN EACH DEPARTMENT/ OFFICE

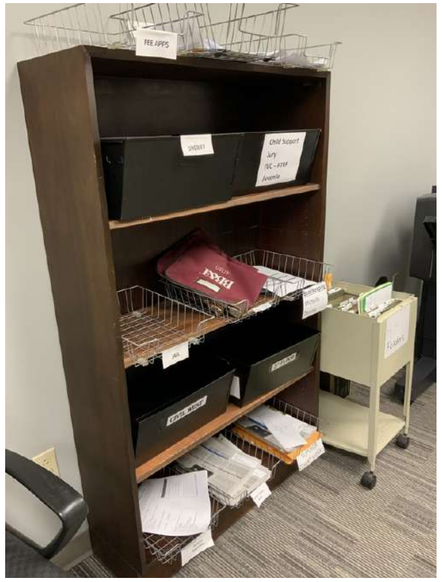
TASK CHAIRS:

-SEATS/ ARMS ARE WORN
-TAPE WRAPPED AROUND TO SECURE BROKEN PARTS
-STAINS
-DIFFERENT STYLES IN EACH DEPARTMENT/ OFFICE (POTENTIAL TO RELOCATE SOME AND REUSE)

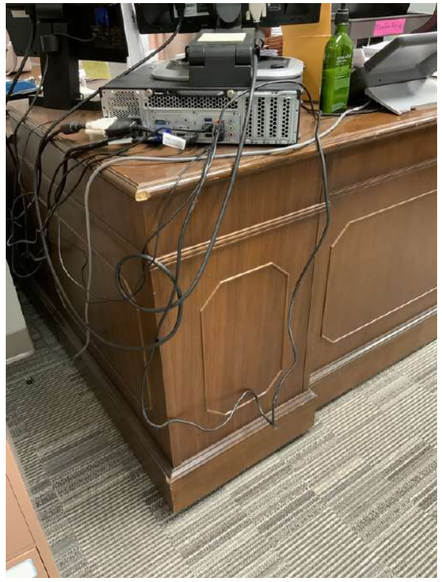
GUEST CHAIRS:

-FABRIC AND WOOD ARE WORN/ CHIPPING
-STAINS
-DIFFERENCE STYLES IN EACH DEPARTMENT/ OFFICE (POTENTIAL TO RELOCATE SOME AND REUSE)




FEE APPS
SHERIFF
Child Support
Forms















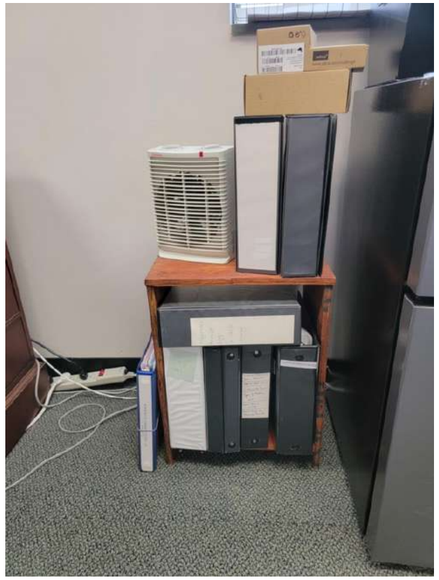




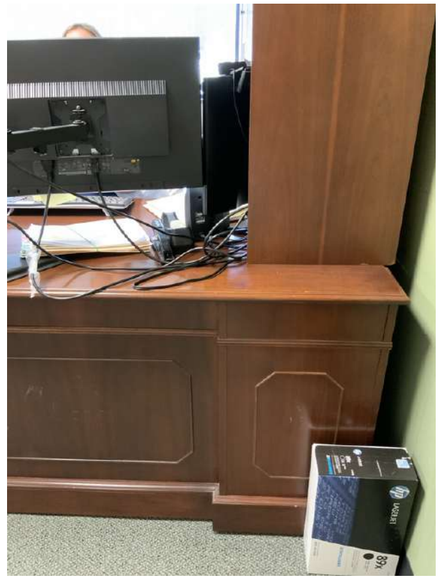


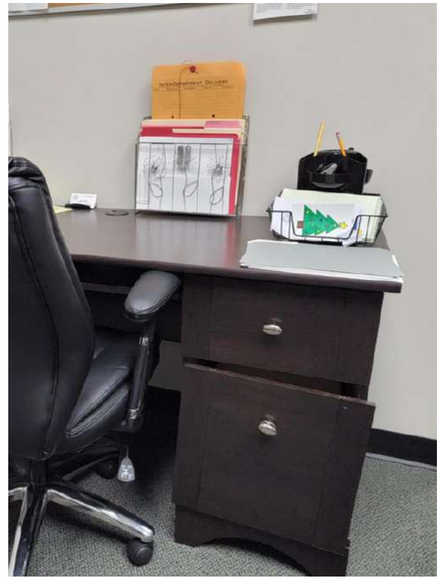










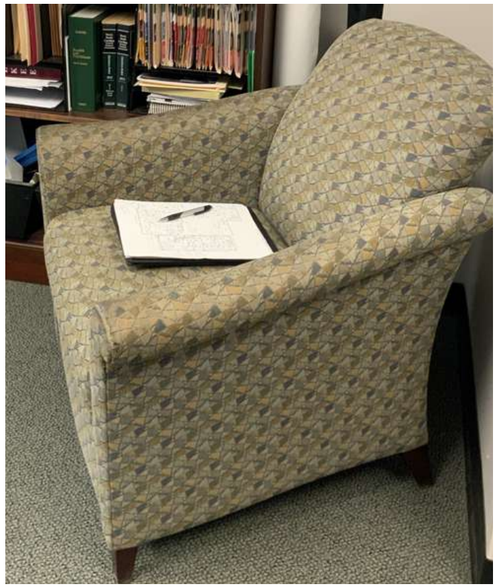




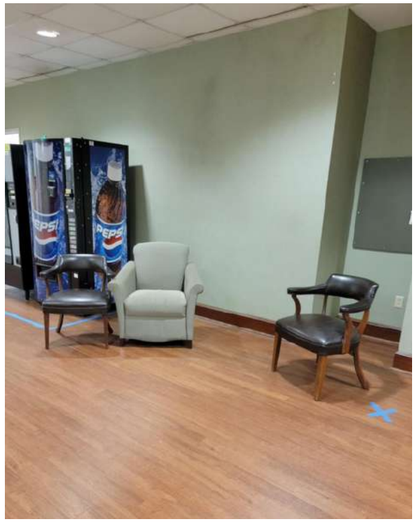
VARIETY OF SEATING THROUGHOUT



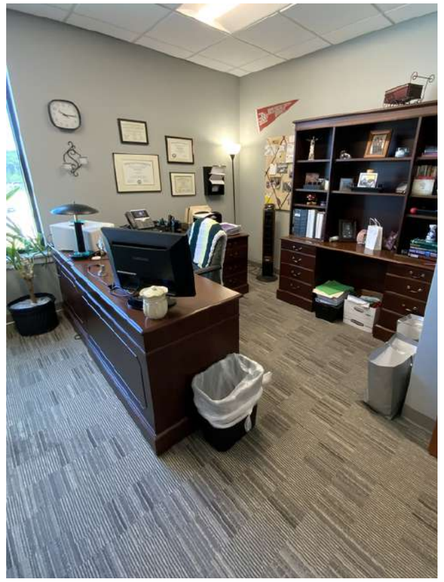


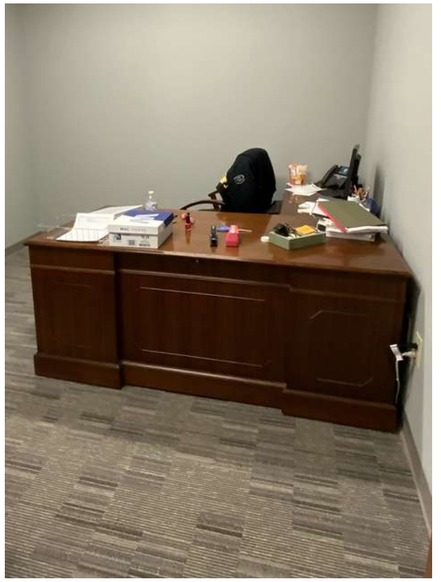
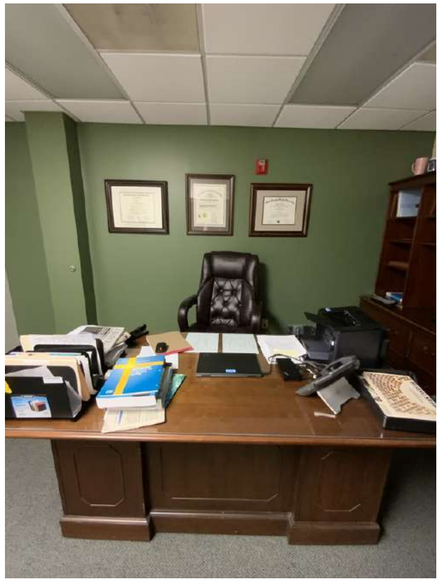
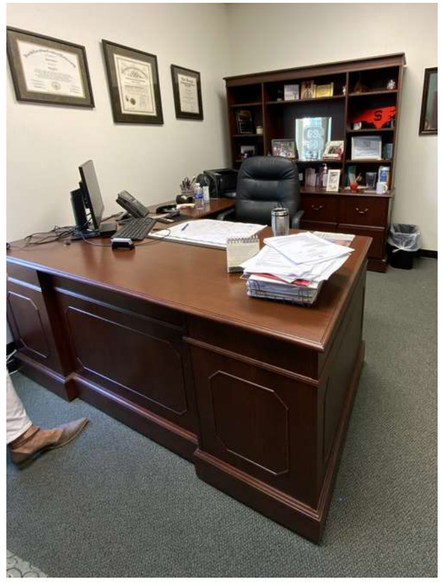
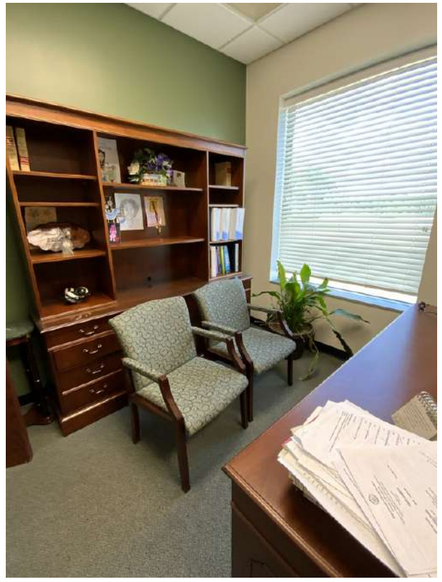
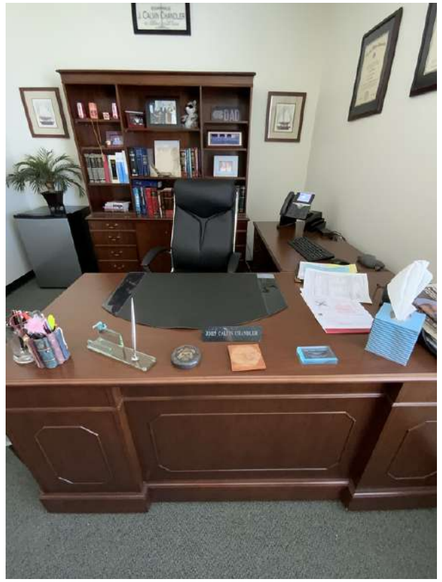
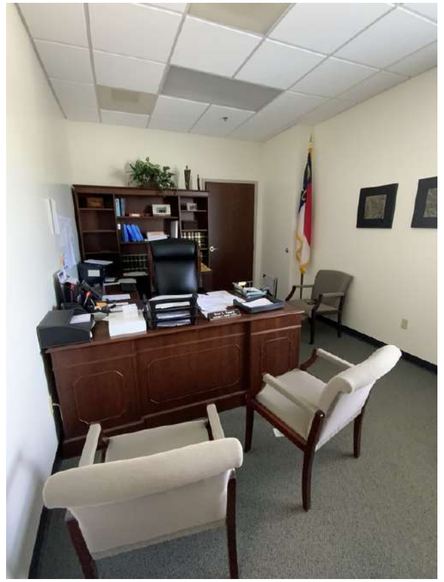


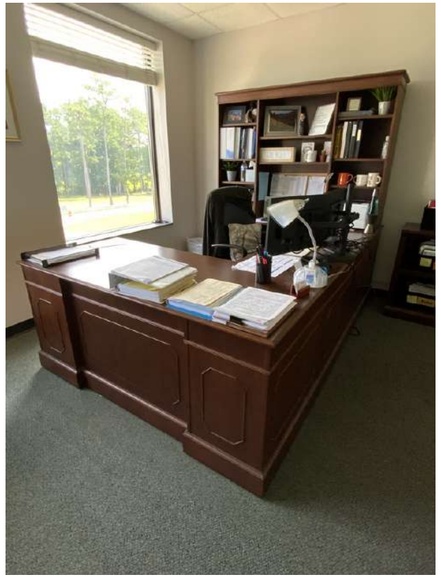


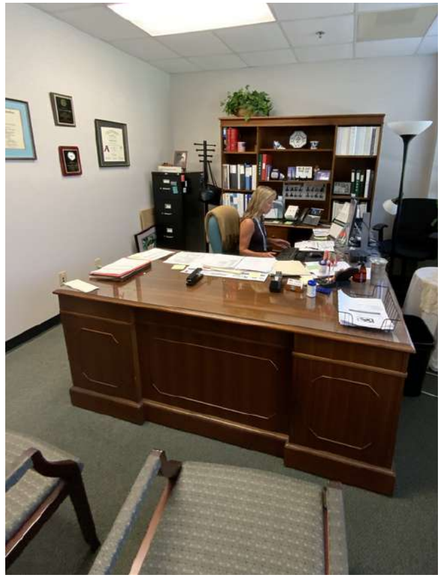



EXISTING FURNITURE- REUSING

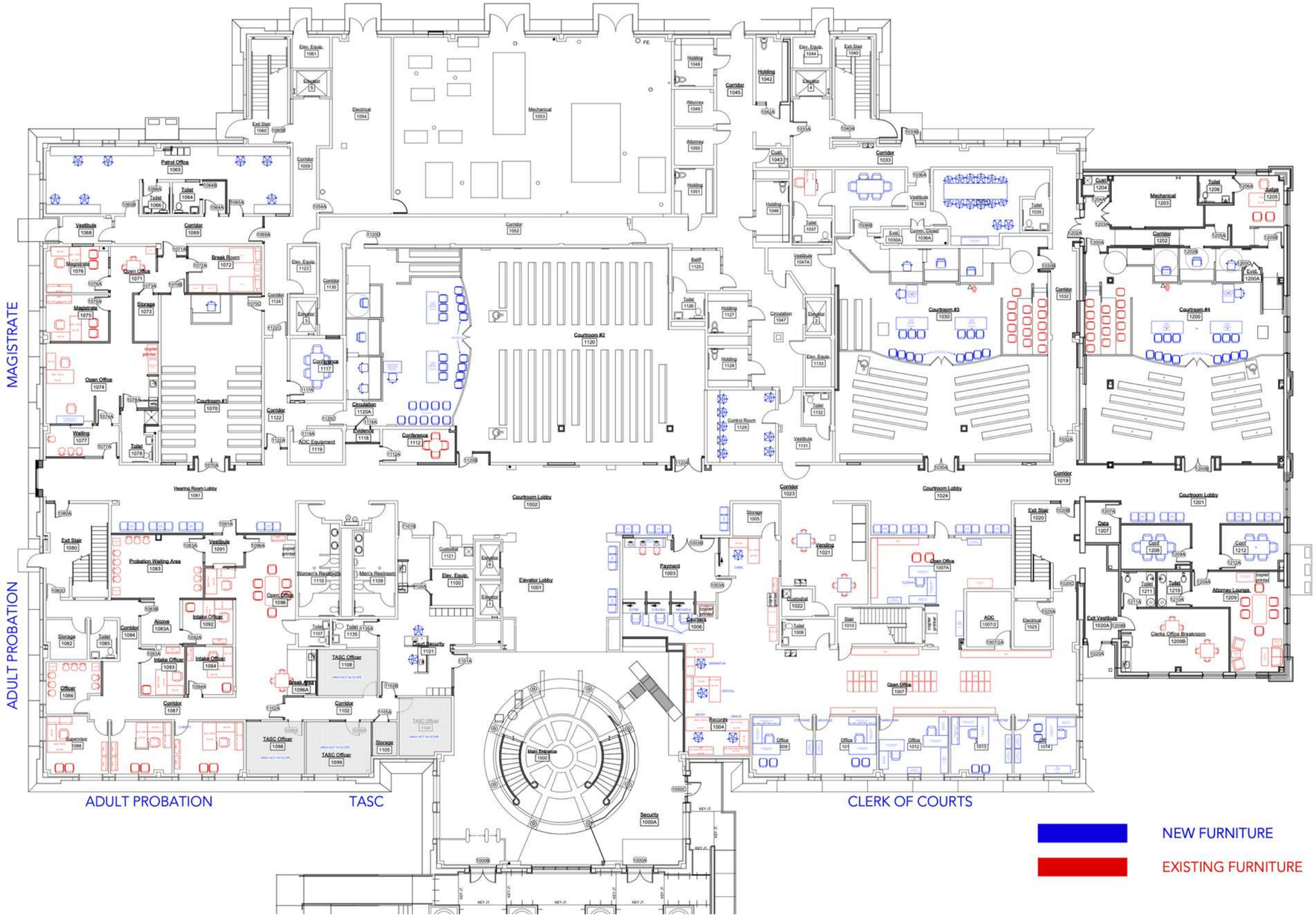



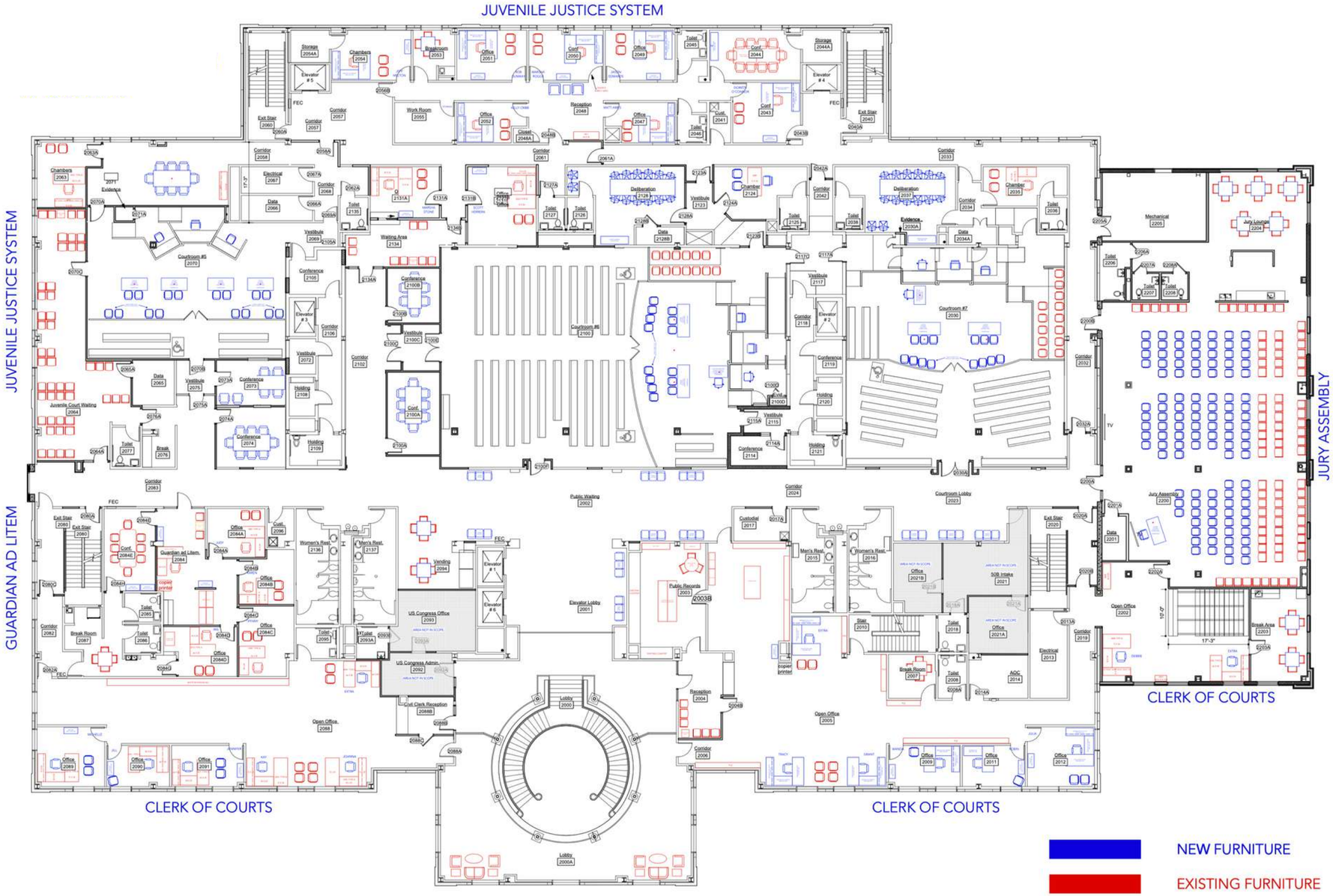


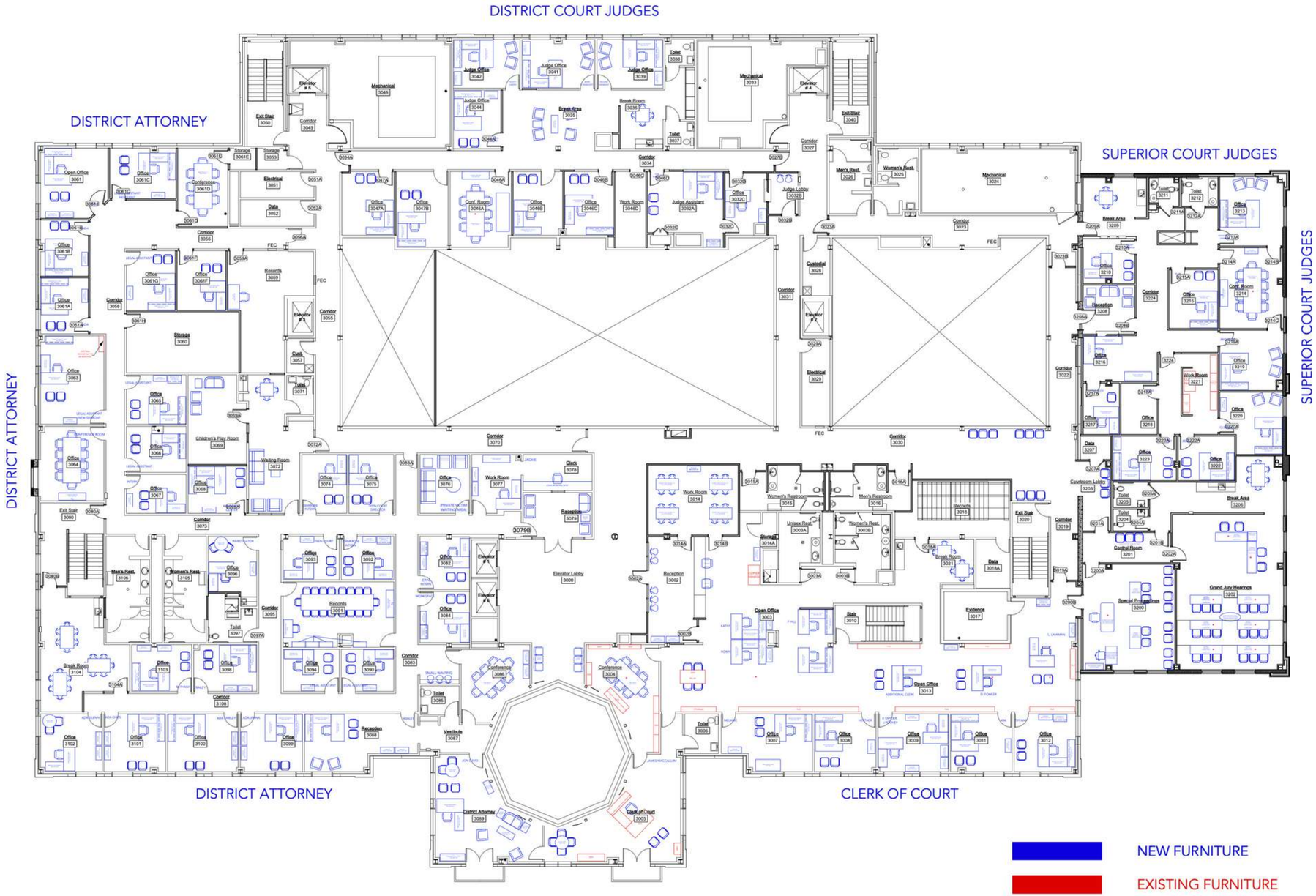


FURNITURE PLANS



BIG SKY DESIGN


JUVENILE JUSTICE SYSTEM
JUVENILE JUSTICE SYSTEM
GUARDIAN AD LITEM
JURY ASSEMBLY
CLERK OF COURTS
CLERK OF COURTS
CLERK OF COURTS
NEW FURNITURE
EXISTING FURNITURE



BIG SKY DESIGN

BUDGET SUMMARY- BY DEPARTMENT

CLERK OF COURTS	*$ 179,281.23*
COURTROOMS (CONFERENCING + PUBLIC SEATING)	*$127,226.84*
DISTRICT ATTORNEY	*$234,181.82*
DISTRICT COURT JUDGES	*$70,181.44*
JURY ASSEMBLY CHAIRS (114 NEW USED WITH 85 EXISTING) COST FOR ALL NEW 199 CHAIRS = $30,665.90	*$17,567.40*
JUVENILE JUSTICE	*$65,495.48*
SUPERIOR COURT JUDGES	$99,199.34

BUDGET SUMMARY- NEW FURNISHINGS

FIRST FLOOR	***$ 135,731.89***
PUBLIC SEATING	
COURTROOMS + CONFERENCING	
ATTORNEY LOUNGE	
ADULT PROBATION	
MAGISTRATE	
CLERK OF COURTS	
SECOND FLOOR	***$ 164,190.26***
PUBLIC SEATING	
COURTROOMS + CONFERENCING	
JUVENILE JUSTICE SYSTEM	
GUARDIAN AD LITEM	
CLERK OF COURTS	
JURY ASSEMBLY	
THIRD FLOOR	***$ 484,422.10***
SUPERIOR COURT JUDGES	
DISTRICT COURT JUDGES	
DISTRICT ATTORNEY	
CLERK OF COURT	
GRAND JURY HEARING	
PUBLIC SEATING	
SUBTOTAL	$ 784,344.25
ESTIMATED CONTINGENCY FOR PRICE INCREASES *BETWEEN NOW AND DECEMBER 31ST, IF NEEDED*	$19,608.61
NC SALES TAX 7.25%	$ 60,399.33
NEW FURNITURE DELIVERY, ASSEMBLY + INSTALLATION	$ 48,750.00
EXISTING FURNITURE MOVING IN COORDINATION WITH NEW INSTALLATION AND DISPOSAL OF UNUSABLE	$78,000.00
TOTAL	**$ 991,102.19**

Request Info	
Type	Budget Amendment
Description	Courthouse Furniture GF
Justification	Board Meeting 11/15/2021-Appropriate fund balance in the amount of $991,102 and transfer to the Courthouse Addition and Renovations project for furniture.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
100000	399100	General Revenues	Fund Balance Appropriated	991102	Increase	Credit
109800	498043	Interfund Trans General Fund	Trans To County Cap Project	991102	Increase	Debit

Total	
Grand Total:	1982204

Request Info	
Type	Budget Amendment
Description	Courthouse Furniture
Justification	Board Meeting 11/15/2021-Appropriate fund balance in the amount of $991,102 and transfer to the Courthouse Addition and Renovations project for furniture.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438207	398110	Courthouse Renovation and Addition	Transfer from General Fund	991102	Increase	Credit
438207	451000	Courthouse Renovation and Addition	Furniture	991102	Increase	Debit

Total	
Grand Total:	1982204

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE

Couthouse Renovation and Addition Project
(438207)

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 Capital Projects Fund:

County Capital ProjectsFund:		
Revenues:		
Transfer from General Fund		15,148,966
Total County Capital Project Revenues	**$**	**15,148,966**
Expenditures:		
Arch/Eng/Legal		1,127,160
Furniture		991,102
Construction		13,030,704
Total County Capital Project Expenditures	**$**	**15,148,966**

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

Current Funds Appropriated	$	15,148,966

Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	$	15,148,966

Section 4. This Capital Project Ordinance shall be entered into the minutes of the November 15, 2021 meeting of the Brunswick County Board of Commissioners.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # VI. - 2.

From:
Melanie Turrise, Human Resources Director

Human Resources - Presentation - Classification and Total Compensation Study Overview from Piedmont Triad Regional Council (David Hill)

Issue/Action Requested:
Request that the Board receive a presentation from David Hill, Piedmont Triad Regional Council, regarding the Classification and Total Compensation Study project.

Background/Purpose of Request:
The Board of Commissioners approved for a Classification and Total Compensation Study to be conducted this fiscal year. Project Manager, David Hill, is on-site to kick off the study and hold informational meetings with employees and department heads. This presentation will provide the Board with an overview of the project and answer questions the Board may have.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board receive a presentation from David Hill, Piedmont Triad Regional Council, regarding the Classification and Total Compensation Study project.

ATTACHMENTS:

Description

- Pay Study Presentation PTRC

Brunswick County
Classification and Total Compensation Study Overview

November 15, 2021

Cape Fear Council of Governments
Partnering with Piedmont Triad Regional Council

Cape Fear Council of Governments will serve in advisory role ensuring the County receives the anticipated work product. The Piedmont Triad Regional Council (PTRC) will manage and produce the Classification and Total Compensation Study. Councils of Government in North Carolina have pledged to work closely together to deliver seamless services to our members, and, through this partnership with PTRC, the CFCOG is able to offer high quality and cost-effective personnel services.

Focus of the Classification and Total Compensation Study

- Market Competitiveness
- Employee Recruitment
- Employee Retention
- Total Compensation Analysis

To Respond to Changing Market Conditions and Support the County's Efforts to Attract Qualified Candidates and Retain Quality Employees.

Preliminary List of Comparative Market

Buncombe Co	Harnett Co	Orange Co	ONWASA	Wilmington
Cabarrus Co	Henderson Co	Pender Co	OWASA	Myrtle Beach
Catawba Co	Iredell Co	Pitt Co	Cape Fear PUA	N. Myrtle Beach
Columbus Co	Johnston Co	Union Co	GSWA	NC Dept Public Safety
Craven Co	New Hanover Co	Horry Co	Greenville PU	
Dare Co	Onslow Co	Cape Fear PU		Private Sector

ONWASA: Onslow County Water and Sewer Authority
OWASA: Orange County Water and Sewer Authority
GSWA: Grand Strand Water Authority

Employee Engagement

- Employees Attend “kick off” Orientation Sessions this Week.

- Employees Complete Position Description Questionnaire (PDQ), a Twelve Page Questionnaire Designed to Capture each Employee’s full Scope of Duties, Responsibilities and Authorities. Also contains required ADA Questions to identify physical demands and environmental conditions as well as questions designed to help determine the FLSA designation of each classification. Two Weeks to Complete.

- PDQs are Reviewed by Supervisors and Department Directors Before Submittal to Human Resources then to PTRC for review.

- Follow Up On-Site Employee Interviews Conducted to Further Assist PTRC staff in the Full Understanding of the Unique Features of each Classification.

Methodology Overview

- Employee “kick-off” Sessions will be Conducted this Week
- Meet with Department Directors this Week to Discuss Organization of Department, Positions, etc.
- Collect Salary and Benefits Data from Brunswick County
- Collect Comparative Salary and Benefits Data from the Identified Comparative Market
- Conduct Salary and Benefits Comparative Analysis
- Develop Initial Assumptions
- Meet with Management Team to Discuss Preliminary Findings and Recommendations
- Continue to Develop and Refine the Comparative Analysis, Findings and Recommendations
- Present Findings and Recommendations to Manager and County Commissioners

Thank You Very Much
I Look Forward to Answering Your Questions

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # VII. - 1.

From:
Randell Woodruff

Administration - Initial Resolution Brunswick Limited Obligation Bonds - (Randell Woodruff, County Manager)

Issue/Action Requested:
Request that the Board of Commissioners approve the Initial Resolution and the engagement of Parker Poe as Bond Counsel and Robert W. Baird & Co., Incorporated to serve as the managing underwriter and/or placement agent for the Brunswick County 2022 Limited Obligation Bonds, Refunding Series 2012 LOBS and call a Public hearing for December 6, 2021.

Background/Purpose of Request:
The County has previously entered into an Installment Financing contract in 2012 to refinance prior contracts which had financed capital costs related to the Detention Center Expansion, two new schools Town Creek Elementary School and Cedar Grove Middle School, and the renovations and additions to Bolivia Elementary, Union Elementary, and South Brunswick Middle Schools. The County is in the process of refunding (refinancing) outstanding bonds for the county where cost savings are 3% or greater which follows county policy. Current estimates result in savings for refunding the Series 2012 LOBs through the issuance of Series 2022 Refunding Limited Obligation Bonds. The current estimate of savings is 6.19% while maintaining the same term ending in 2028. The gross cash savings after deducting fees are estimated at $699,615 with a present value of $674,730 with a conservative estimate of an all-in true interest cost of 1.4%.

The engagement of bond counsel for the county is needed to issue debt. Parker Poe has served as the County's Bond Counsel for many years and is highly regarded throughout the State. Attached is Parker Poe's proposal of a fee of $38,000 with respect to the limited obligation bond.

The engagement of a placement agent for the county is needed to issue debt. The County has worked with Ryan Mayor with Robert W. Baird for several years on various debt issues and found his services satisfactory and very beneficial to the County. Attached is Baird's proposal of a fee of $15,000 with respect to the limited obligation bond.

Initial discussions have begun with the Local Government Commission, Bond Counsel, and Financial Advisors to secure the financing for the 2012 LOBs refunding with a project closing date of January 13, 2022.

Attached is a Resolution authorizing the negotiation of an installment purchase contract, directing the publication of notice with respect thereto and providing for certain other related matters thereto with amounts not to exceed $11,500,000 for the refinancing. Staff recommends that the Board of Commissioners approve the resolution.

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 the Initial Resolution and the engagement of Parker Poe as Bond Counsel and Robert W. Baird & Co., Incorporated to serve as the managing underwriter and/or placement agent for the Brunswick County 2022 Limited Obligation Bonds, Refunding Series 2012 LOBS and call a Public hearing for December 6, 2021.

ATTACHMENTS:

Description

- Resolution Authorizing the Negotiation of an Amendment to an Installment Financing Contract and Providing for Certain Other Related Matters
- LOBS Initial Resolution
- Amortization Schedule 2022 LOBS
- Bond Counsel Engagement Letter
- Placement Agent Engagement Letter

County of Brunswick

Office of the County Commissioners

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

WHEREAS, the County of Brunswick, North Carolina (the "County") is a validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the "State");

WHEREAS, the County has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the County has previously entered into an Installment Financing Contract between Brunswick County Leasing Corporation and the County dated as of March 15, 2012 (the "2012 Contract"), the proceeds of which were used to refinance prior contracts which had financed

(1) the acquisition, construction, equipping and furnishing of a new County Law Enforcement/Detention Center,

(2) renovations and additions to Bolivia Elementary, Union Elementary and South Brunswick Middle Schools

(3) acquisition of land for, construction, furnishing and equipping of Town Creek Elementary School and

(4) acquisition of land for, construction, furnishing and equipping of Cedar Grove Middle School (collectively, the "Projects");

WHEREAS, the County has been advised that it may be advantageous to refinance the 2012 Contract to achieve debt service savings;

WHEREAS, the Board hereby determines that it is in the best interest of the County to enter into an amendment to the 2012 Contract (the "Amendment") in order to obtain sufficient funds to refinance the 2012 Contract, secured by an existing deed of trust and security agreement dated as of March 15, 2012 (the "2012 Deed of Trust") that granted a security interest in the real property on which Town Creek Elementary School and Cedar Grove Middle School are located;

WHEREAS, the County hereby determines that the Projects are essential to the County's proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the Projects provide an essential use and permit the County to carry out public functions that it is authorized by law to perform; and that entering into the Amendment is necessary and expedient for the County by virtue of the findings presented herein;

WHEREAS, the County hereby determines that the Amendment allows the County to refinance the 2012 Contract at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the County;

WHEREAS, the County hereby determines that the estimated cost of refinancing the 2012 Contract is an amount not to exceed $11,500,000 and that such cost exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of refinancing the 2012 Contract pursuant to the Amendment is expected to exceed the cost pursuant to a bond financing for the same undertaking, the County hereby determines that the cost of refinancing the 2012 Contract pursuant to the Amendment and the obligations of the County thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of refinancing the 2012 Contract; and (3) insufficient revenues are produced by the Projects so as to permit a revenue bond financing;

WHEREAS, the County has determined and hereby determines that the estimated cost of refinancing the 2012 Contract pursuant to the Amendment reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

WHEREAS, the increase in taxes, if any, necessary to meet the sums to fall due under the Amendment will not be excessive;

WHEREAS, Parker Poe Adams & Bernstein LLP, as special counsel ("Special Counsel"), will render an opinion to the effect that entering into the Amendment and the transactions contemplated thereby are authorized by law;

WHEREAS, no deficiency judgment may be rendered against the County in any action for its breach of the Amendment, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under the Amendment;

WHEREAS, the County is not in default under any of its debt service obligations;

WHEREAS, the County's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the County has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget ordinance;

WHEREAS, past audit reports of the County indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the County has not been censured by the North Carolina Local Government Commission (the "LGC"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

WHEREAS, a public hearing on the Amendment after publication of a notice with respect to such

public hearing must be held and approval of the LGC with respect to entering the Amendment must be received;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Brunswick, North Carolina, as follows:

Section 1. Authorization to Negotiate. That the County Manager and the Director of Fiscal Operations, with advice from the County Attorney and Special Counsel, are hereby authorized and directed to solicit proposals from financial institutions to refinance the 2012 Contract and proceed and negotiate on behalf of the County for such purposes for a principal amount not to exceed $11,500,000 under the Amendment to be entered into in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina.

Section 2. Application to LGC. That the Director of Fiscal Operations or her designee is hereby directed to file with the LGC an application for its approval of the Amendment and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the County and its financial condition as the LGC may require.

Section 3. Direction to Retain Special Counsel and Placement Agent. That the County Manager and the Director of Fiscal Operations, with advice from the County Attorney, are hereby authorized and directed to retain the assistance of Parker Poe Adams & Bernstein LLP, Raleigh, North Carolina, as special counsel ("Special Counsel") and Robert W. Baird & Co., Incorporated, Winston-Salem, North Carolina, as placement agent.

Section 4. Public Hearing. That a public hearing (the "Public Hearing") shall be conducted by the Board of Commissioners on December 6, 2021 at 3:00 p.m. in the Commissioners' Chambers, the David R. Sandifer Administration Building, 30 Government Center Drive NE, Bolivia, North Carolina, concerning the Amendment, the proposed refinancing of the Projects and any other transactions contemplated therein and associated therewith.

Section 5. Notice of Public Hearing. That the Clerk to the Board is hereby directed to cause a notice of the Public Hearing, in the form attached hereto as Exhibit A, to be published once in a qualified newspaper of general circulation within the County no fewer than 10 days prior to the Public Hearing.

Section 6. Repealer. That all motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 7. Effective Date. That this Resolution is effective on the date of its adoption.

_____
Randy Thompson, Chairman
Board of Commissioners

ATTEST:

_____
Daralyn Spivey NCCCC
Clerk to the Board

Extract of Minutes of a regular meeting of the Board of Commissioners of the County of Brunswick, North Carolina held in the Commissioners' Chambers, Brunswick County Government Complex, 30 Government Center Drive NE, Bolivia, North Carolina, at 6:00 pm on November 15, 2021.

The following members were present:

The following members were absent:

Commissioner _____moved that the following order, a copy of which was available to the Board of Commissioners of the County (the *"Board"*) and which was read by title, be adopted:

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

WHEREAS, the County of Brunswick, North Carolina (the *"County"*) is a validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the *"State"*);

WHEREAS, the County has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the County has previously entered into an Installment Financing Contract between Brunswick County Leasing Corporation and the County dated as of March 15, 2012 (the "*2012 Contract*"), the proceeds of which were used to refinance prior contracts which had financed (1) the acquisition, construction, equipping and furnishing of a new County Law Enforcement/Detention Center, (2) renovations and additions to Bolivia Elementary, Union Elementary and South Brunswick Middle Schools (3) acquisition of land for, construction, furnishing and equipping of Town Creek Elementary School and (4) acquisition of land for, construction, furnishing and equipping of Cedar Grove Middle School (collectively, the *"Projects"*);

WHEREAS, the County has been advised that it may be advantageous to refinance the 2012 Contract to achieve debt service savings;

WHEREAS, the Board hereby determines that it is in the best interest of the County to enter into an amendment to the 2012 Contract (the *"Amendment"*) in order to obtain sufficient funds to refinance the 2012 Contract, secured by an existing deed of trust and security agreement dated as of March 15, 2012 (the *"2012 Deed of Trust"*) that granted a security interest in the real property on which Town Creek Elementary School and Cedar Grove Middle School are located;

WHEREAS, the County hereby determines that the Projects are essential to the County's proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the Projects provide an essential use and permit the County to carry out public functions that it is authorized by law to perform; and that entering into the Amendment is necessary and expedient for the County by virtue of the findings presented herein;

WHEREAS, the County hereby determines that the Amendment allows the County to refinance the 2012 Contract at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the County;

WHEREAS, the County hereby determines that the estimated cost of refinancing the 2012 Contract is an amount not to exceed $11,500,000 and that such cost exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of refinancing the 2012 Contract pursuant to the Amendment is expected to exceed the cost pursuant to a bond financing for the same undertaking, the County hereby determines that the cost of refinancing the 2012 Contract pursuant to the Amendment and the obligations of the County thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of refinancing the 2012 Contract; and (3) insufficient revenues are produced by the Projects so as to permit a revenue bond financing;

WHEREAS, the County has determined and hereby determines that the estimated cost of refinancing the 2012 Contract pursuant to the Amendment reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

WHEREAS, the increase in taxes, if any, necessary to meet the sums to fall due under the Amendment will not be excessive;

WHEREAS, Parker Poe Adams & Bernstein LLP, as special counsel (*"Special Counsel"*), will render an opinion to the effect that entering into the Amendment and the transactions contemplated thereby are authorized by law;

WHEREAS, no deficiency judgment may be rendered against the County in any action for its breach of the Amendment, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under the Amendment;

WHEREAS, the County is not in default under any of its debt service obligations;

WHEREAS, the County's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the County has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget ordinance;

WHEREAS, past audit reports of the County indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the County has not

been censured by the North Carolina Local Government Commission (the *"LGC"*), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

WHEREAS, a public hearing on the Amendment after publication of a notice with respect to such public hearing must be held and approval of the LGC with respect to entering the Amendment must be received;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Brunswick, North Carolina, as follows:

Section 1. Authorization to Negotiate. That the County Manager and the Director of Fiscal Operations, with advice from the County Attorney and Special Counsel, are hereby authorized and directed to solicit proposals from financial institutions to refinance the 2012 Contract and proceed and negotiate on behalf of the County for such purposes for a principal amount not to exceed $11,500,000 under the Amendment to be entered into in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina.

Section 2. Application to LGC. That the Director of Fiscal Operations or her designee is hereby directed to file with the LGC an application for its approval of the Amendment and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the County and its financial condition as the LGC may require.

Section 3. Direction to Retain Special Counsel and Placement Agent. That the County Manager and the Director of Fiscal Operations, with advice from the County Attorney, are hereby authorized and directed to retain the assistance of Parker Poe Adams & Bernstein LLP, Raleigh, North Carolina, as special counsel ("*Special Counsel*") and Robert W. Baird & Co., Incorporated, Winston-Salem, North Carolina, as placement agent.

Section 4. Public Hearing. That a public hearing (the *"Public Hearing"*) shall be conducted by the Board of Commissioners on December 6, 2021 at 3:00 p.m. in the Commissioners' Chambers, the David R. Sandifer Administration Building, 30 Government Center Drive NE, Bolivia, North Carolina, concerning the Amendment, the proposed refinancing of the Projects and any other transactions contemplated therein and associated therewith.

Section 5. Notice of Public Hearing. That the Clerk to the Board is hereby directed to cause a notice of the Public Hearing, in the form attached hereto as Exhibit A, to be published once in a qualified newspaper of general circulation within the County no fewer than 10 days prior to the Public Hearing.

Section 6. Repealer. That all motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 7. Effective Date. That this Resolution is effective on the date of its adoption.

Upon motion of Commissioner _____, the foregoing order titled: "**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO"** was adopted by the following vote:

AYES:

NAYS:

STATE OF NORTH CAROLINA)
)
COUNTY OF BRUNSWICK)

SS:

I, DARALYN SPIVEY, Clerk to the Board of Commissioners of the County of Brunswick, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled: "**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO"** adopted by the Board of Commissioners of the County of Brunswick, North Carolina, in regular session convened on the 15th day of November, 2021.

WITNESS my hand and the corporate seal of the County of Brunswick, North Carolina, this the 15th day of November, 2021.

(SEAL)

_____
DARALYN SPIVEY, Clerk to the Board of Commissioners
County of Brunswick, North Carolina

EXHIBIT A
NOTICE OF PUBLIC HEARING

At its November 15, 2021 meeting, the Board of Commissioners (the *"Board of Commissioners"*) of the County of Brunswick, North Carolina (the *"County"*), adopted a resolution which:

1. Authorized the County to proceed to refinance the County's installment payments under an Installment Financing Contract between Brunswick County Leasing Corporation and the County dated as of March 15, 2012 (the "*2012 Contract*"), the proceeds of which were used to refinance prior contracts which had financed (1) the acquisition, construction, equipping and furnishing of a new County Law Enforcement/Detention Center, (2) renovations and additions to Bolivia Elementary, Union Elementary and South Brunswick Middle Schools (3) acquisition of land for, construction, furnishing and equipping of Town Creek Elementary School and (4) acquisition of land for, construction, furnishing and equipping of Cedar Grove Middle School (collectively, the *"Projects"*);

2. Authorized the County to proceed through an amendment (the *"Amendment"*) to the 2012 Contract, which will be secured by an existing deed of trust (the *"2012 Deed of Trust"*) on Town Creek Elementary School and Cedar Grove Middle School (and collectively with the improvements thereon, the *"Mortgaged Property"*). The Town Creek Elementary School is located at 6330 Lake Park Drive SE, Winnabow, North Carolina 28479. The Cedar Grove Middle School is located at 750 Grove Trail SW, Supply, North Carolina 28462.

On payment by the County of all installment payments due under the Amendment, the lien created by the 2012 Deed of Trust will terminate and the County's title to the Mortgaged Property will be unencumbered.

NOTICE IS HEREBY GIVEN, pursuant to Section 160A-20 of the General Statutes of North Carolina, that on December 6, 2021 at 3:00 p.m. in the Commissioners' Chambers, the David R. Sandifer Administration Building, 30 Government Center Drive NE, Bolivia, North Carolina, a public hearing will be conducted concerning the approval of the execution and delivery of the Amendment and the County's refinancing of the Projects. All interested parties are invited to present comments at the public hearing regarding the execution and delivery of the Amendment and the Projects to be financed thereby.

/s/ Daralyn Spivey
Clerk to the Board of Commissioners
County of Brunswick, North Carolina

Published: _____

POTENTIAL SOURCES AND USES OF FUNDS

Brunswick County, North Carolina
Installment Purchase Contract, Series 2022

Assumed Dated Date	01/15/2022
Assumed Delivery Date	01/15/2022

Potential Sources:	
Bond Proceeds:	
Par Amount	11,210,000.00
	11,210,000.00

Potential Uses:	
Refunding Escrow Deposits:	
Cash Deposit	11,132,390.63
Assumed Delivery Date Expenses:	
Cost of Issuance	75,000.00
Other Potential Potential Uses of Funds:	
Additional Proceeds	2,609.37
	11,210,000.00

Notes:
Robert W. Baird & Co. Incorporated ('Baird') is not recommending any action to you. Baird is not acting as an advisor to you and does not owe you a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934. Baird is acting for its own interests. You should discuss the information contained herein with any and all internal or external advisors and experts you deem appropriate before acting on the information. Baird seeks to serve as an underwriter (or placement agent) on a future transaction and not as a financial advisor or municipal advisor. The primary role of an underwriter (or placement agent) is to purchase, or arrange for the placement of, securities in an arm's length commercial transaction with the the issuer, and it has financial and other interests that differ from those of the issuer. The information provided is for discussion purposes only, in seeking to serve as underwriter (or placement agent). See 'Important Disclosures' contained herein.

Cost of Issuance reflect a hypothetical estimate based on Baird's experience with similar transactions

SUMMARY OF BONDS REFUNDED

Brunswick County, North Carolina
Installment Purchase Contract, Series 2022

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Refunding Limited Obligation Bonds, Series 2012, SERIAL:					
	04/01/2023	5.000%	2,075,000.00	04/01/2022	100.000
	04/01/2024	3.000%	2,095,000.00	04/01/2022	100.000
	04/01/2025	3.000%	1,605,000.00	04/01/2022	100.000
	04/01/2025	5.000%	100,000.00	04/01/2022	100.000
	04/01/2026	3.000%	1,245,000.00	04/01/2022	100.000
	04/01/2026	4.500%	450,000.00	04/01/2022	100.000
	04/01/2027	3.125%	1,245,000.00	04/01/2022	100.000
	04/01/2027	4.500%	440,000.00	04/01/2022	100.000
	04/01/2028	3.250%	1,350,000.00	04/01/2022	100.000
	04/01/2028	4.500%	330,000.00	04/01/2022	100.000
			10,935,000.00		

SAVINGS

Brunswick County, North Carolina
Installment Purchase Contract, Series 2022

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 01/15/2022 @ 1.2501402%
04/01/2022	197,390.63	99,581.94	97,808.69	97,551.70
04/01/2023	2,469,781.26	2,369,250.00	100,531.26	99,811.95
04/01/2024	2,386,031.26	2,286,375.00	99,656.26	97,493.86
04/01/2025	1,933,181.26	1,834,187.50	98,993.76	95,542.78
04/01/2026	1,870,031.26	1,767,312.50	102,718.76	97,801.27
04/01/2027	1,802,431.26	1,701,000.00	101,431.26	95,277.16
04/01/2028	1,738,725.00	1,640,250.00	98,475.00	91,251.29
	12,397,571.93	11,697,956.94	699,614.99	674,730.01

Savings Summary

Assumed Dated Date	01/15/2022
Assumed Delivery Date	01/15/2022
PV of savings from cash flow	674,730.01
Plus: Refunding funds on hand	2,609.37
Potential Net PV Savings	677,339.38

Note: Present Value savings are net of hypothetical costs of issuance (as noted in the Sources and Uses of Funds report.

SUMMARY OF REFUNDING RESULTS

Brunswick County, North Carolina
Installment Purchase Contract, Series 2022

Assumed Dated Date	01/15/2022
Assumed Delivery Date	01/15/2022
Arbitrage yield	1.250140%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	11,210,000.00
Potential True Interest Cost	1.250140%
Potential Net Interest Cost	1.250000%
Potential All-In TIC	1.449086%
Average Coupon	1.250000%
Average Life	3.482
Par amount of refunded bonds	10,935,000.00
Average coupon of refunded bonds	3.460105%
Average life of refunded bonds	3.564
PV of prior debt to 01/15/2022 @ 1.250140%	11,884,730.01
Potential Net PV Savings	677,339.38
Percentage savings of refunded bonds	6.194233%
Percentage savings of refunding bonds	6.042278%

BOND SUMMARY STATISTICS

Brunswick County, North Carolina
Installment Purchase Contract, Series 2022

Assumed Dated Date	01/15/2022
Assumed Delivery Date	01/15/2022
Last Maturity	04/01/2028
Arbitrage Yield	1.250140%
Potential True Interest Cost (TIC)	1.250140%
Potential Net Interest Cost (NIC)	1.250000%
Potential All-In TIC	1.449086%
Average Coupon	1.250000%
Average Life (years)	3.482
Duration of Issue (years)	3.400
Par Amount	11,210,000.00
Bond Proceeds	11,210,000.00
Total Interest	487,956.94
Net Interest	487,956.94
Total Debt Service	11,697,956.94
Maximum Annual Debt Service	2,369,250.00
Average Annual Debt Service	1,883,391.99

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bond	11,210,000.00	100.000	1.250%	3.482	3,791.75
	11,210,000.00			3.482	3,791.75

	TIC	All-In TIC	Arbitrage Yield
Par Value	11,210,000.00	11,210,000.00	11,210,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-75,000.00	
- Other Amounts			
Target Value	11,210,000.00	11,135,000.00	11,210,000.00
Target Date	01/15/2022	01/15/2022	01/15/2022
Yield	1.250140%	1.449086%	1.250140%

BOND PRICING

Brunswick County, North Carolina
Installment Purchase Contract, Series 2022

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bond:					
	04/01/2022	70,000	1.250%	1.250%	100.000
	04/01/2023	2,230,000	1.250%	1.250%	100.000
	04/01/2024	2,175,000	1.250%	1.250%	100.000
	04/01/2025	1,750,000	1.250%	1.250%	100.000
	04/01/2026	1,705,000	1.250%	1.250%	100.000
	04/01/2027	1,660,000	1.250%	1.250%	100.000
	04/01/2028	1,620,000	1.250%	1.250%	100.000
		11,210,000			

Assumed Dated Date	01/15/2022	
Assumed Delivery Date	01/15/2022	
First Coupon	04/01/2022	
Par Amount	11,210,000.00	
Original Issue Discount		
Production	11,210,000.00	100.000000%
Underwriter's Discount		
Purchase Price	11,210,000.00	100.000000%
Accrued Interest		
Net Proceeds	11,210,000.00	

Notes:
Hypothetical Underwriter's Discount. Preliminary, estimated, subject to change.

This illustration represents a mathematical calculation of potential interest cost savings, assuming hypothetical interest rates based on current rates for municipal bonds. Actual rates may vary. If actual rates are higher than those assumed, the interest cost savings would be lower. This illustration provides information and is not intended to be a recommendation, proposal or suggestion for a refinancing or otherwise considered as advice.

A sensitivity analysis is included in the 'Interest Rate Sensitivity' on the last page of this information.

BOND DEBT SERVICE

Brunswick County, North Carolina
Installment Purchase Contract, Series 2022

Assumed Dated Date	01/15/2022
Assumed Delivery Date	01/15/2022

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2022	70,000	1.250%	29,581.94	99,581.94	99,581.94
10/01/2022			69,625.00	69,625.00	
04/01/2023	2,230,000	1.250%	69,625.00	2,299,625.00	2,369,250.00
10/01/2023			55,687.50	55,687.50	
04/01/2024	2,175,000	1.250%	55,687.50	2,230,687.50	2,286,375.00
10/01/2024			42,093.75	42,093.75	
04/01/2025	1,750,000	1.250%	42,093.75	1,792,093.75	1,834,187.50
10/01/2025			31,156.25	31,156.25	
04/01/2026	1,705,000	1.250%	31,156.25	1,736,156.25	1,767,312.50
10/01/2026			20,500.00	20,500.00	
04/01/2027	1,660,000	1.250%	20,500.00	1,680,500.00	1,701,000.00
10/01/2027			10,125.00	10,125.00	
04/01/2028	1,620,000	1.250%	10,125.00	1,630,125.00	1,640,250.00
	11,210,000		487,956.94	11,697,956.94	11,697,956.94

ESCROW REQUIREMENTS

Brunswick County, North Carolina
Installment Purchase Contract, Series 2022

Period Ending	Interest	Principal Redeemed	Total
04/01/2022	197,390.63	10,935,000.00	11,132,390.63
	197,390.63	10,935,000.00	11,132,390.63

ESCROW STATISTICS

Brunswick County, North Carolina
Installment Purchase Contract, Series 2022

Total Escrow Cost	Modified Duration (years)	PV of 1 bp change	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow:							
11,132,390.63					11,132,390.63		
11,132,390.63		0.00			11,132,390.63	0.00	0.00

Delivery date	01/15/2022
Arbitrage yield	1.250140%

IMPORTANT DISCLOSURES

Brunswick County, North Carolina
Installment Purchase Contract, Series 2022

Robert W. Baird & Co. Incorporated ('Baird') is not recommending that you take or not take any action. Baird is not acting as financial advisor or municipal advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the information contained herein and/or accompanying materials (collectively, the 'Materials'). Baird is acting for its own interests. You should discuss the Materials with any and all internal or external advisors and experts that you deem appropriate before acting on the Materials.

Baird seeks to serve as underwriter in connection with a possible issuance of municipal securities you may be considering and not as financial advisor or municipal advisor. Baird is providing the Materials for discussion purposes only, in anticipation of being engaged to serve as underwriter (or placement agent).

The role of an underwriter includes the following: Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors. An underwriter's primary role is to purchase the proposed securities to be issued with a view to distribution in an arm's length commercial transaction with the issuer. An underwriter has financial and other interests that differ from those of the issuer. An underwriter may provide advice to the issuer concerning the structure, timing, terms, and other similar matters for an issuance of municipal securities. Any such advice, however, would be provided in the context of serving as an underwriter and not as municipal advisor, financial advisor or fiduciary. Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the issuer under the federal securities laws and is therefore not required by federal law to act in the best interests of the issuer without regard to its own financial or other interests. An underwriter has a duty to purchase securities from the issuer at a fair and reasonable price but must balance that duty with its duty to sell those securities to investors at prices that are fair and reasonable. An underwriter will review the official statement (if any) applicable to the proposed issuance in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the proposed issuance.

The Materials do not include any proposals, recommendations or suggestions that you take or refrain from taking any action with regard to an issuance of municipal securities and are not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 or Rule 15Ba1-1 thereunder. The Materials are intended to provide information of a factual, objective or educational nature, as well as general information about Baird (including its Public Finance unit) and its experience, qualifications and capabilities.

Any information or estimates contained in the Materials are based on publicly available data, including information about recent transactions believed to be comparable, and Baird's experience, and are subject to change without notice. Baird has not independently verified the accuracy of such data. Interested parties are advised to contact Baird for more information.

If you have any questions or concerns about the above disclosures, please contact Baird Public Finance.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any advice contained in the Materials does not constitute tax advice and shall not be used for the purpose of (i) avoiding tax penalties or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

Rebecca B. Joyner
Partner
Telephone: 919.835.4499
Direct Fax: 919.834.4564
rebeccajoyner@parkerpoe.com

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC
Washington, DC

November 5, 2021

VIA EMAIL

Julie A. Miller, CPA
Director of Fiscal Operations
Brunswick County
Email: Julie.Miller@brunswickcountync.gov

County of Brunswick, North Carolina
Limited Obligation Refunding Bond, Series 2022

Dear Julie:

You asked that we provide you an engagement letter for the services of Parker Poe Adams & Bernstein LLP ("*Parker Poe*" or the "*Firm*"), as bond counsel for a fee $35,000 and counsel to the corporation for a fee of $3,000, with respect to the limited obligation bond described above (collectively, the "*2022 Bond*"). The Firm will provide these services for a total fee of $38,000.

Our services as bond counsel and counsel to the corporation include:

1. review of RPF for bank partners;

2. in meetings with State Treasurer's staff;

3. preparation of various resolutions and bond documents;

4. preparation of all other papers required as a condition precedent to the execution and delivery of the 2022 Bond;

5. participation with the bank and counsel to the bank in the review of documents prepared for the purchase of the 2022 Bond;

6. delivery of an opinion as to the validity of the contract amendment and the federal and state tax treatment of the interest with respect to the 2022 Bond;

7. review and diligence related to the organization of the corporation; and

8. delivery of an opinion as to the legal status of the corporation, their authority to engage in the transaction and issue the 2022 Bond and the validity of their obligation under various documents.

The scope of the services that Parker Poe will provide may be expanded during the course of the engagement pursuant to communications establishing a specific mutual understanding of the services Parker Poe is to perform. I have attached our Standard Terms of Engagement, which form a part of this engagement letter.

We wanted to make you aware that our Firm has represented, may currently represent and expects to represent in the future many financial institutions, one of which could be the purchaser of the 2022 Bond, in transactions unrelated to the 2022 Bond. Because the County is represented by the County Attorney in this transaction, however, we do not consider our representation as described in this letter to be a conflict of interest; however, if any issues arise that we believe would create a conflict of interest we will immediately inform you and work with the County Attorney to resolve the matter in a satisfactory manner.

No one other than the County is entitled to rely on our opinion unless we specifically authorize reliance thereon. As always, we look forward to completing this transaction for the County.

Very truly yours,

Rebecca B. Joyner

Rebecca B. Joyner

PARKER POE ADAMS & BERNSTEIN LLP

STANDARD TERMS OF ENGAGEMENT REGARDING LEGAL REPRESENTATION

1. Scope of Work and Limitations. The scope of our work and the limitations on the services to be performed will be in accordance with the Engagement Letter.

2. No Guaranteed or Contingent Outcome. While we will perform our professional services on behalf of the client to the best of our ability under the circumstances, we cannot and have not made any guarantees regarding the outcome of our professional efforts. Any expressions about the possible outcome of the matter or the results achievable are our best professional estimates only, and are limited by our knowledge at the time they are expressed.

3. Communications. As requested, we will send to the client copies of pertinent correspondence, documents and other materials prepared or received by us in the course of the representation. The client is encouraged to contact us as to any questions or comments regarding the services, fees, or status of the matter or as to any pertinent facts or considerations which may come to the attention of the client. Material information and documents received by the client should be forwarded to the firm without delay.

4. Attorney Assignment. Each client will have an attorney who shall have primary responsibility for the client's matters. When appropriate, work on the client's matters may be assigned to other attorneys in the firm who have a sufficient level of experience and time availability to handle competently and efficiently portions or all of the client's matters. In addition, assistance of non-attorney support personnel under the direct supervision of firm attorneys may be required, as appropriate.

5. Confidentiality. The firm will protect the confidence of the client and will not divulge confidential information concerning the client's business or legal matters, as required by the Rules of Professional Conduct. However, we understand that, unless you advise us to the contrary, you do not object to our mentioning to others our representation of you or our listing of your name as one of our clients in professional literature or in material published about this law firm.

6. Termination. The firm reserves the right to withdraw from representing the client upon written notice at any time, with or without cause. Likewise, the client may terminate the firm's services prospectively upon written notice to the firm. Unless otherwise requested by the client, the firm will consider the representation terminated upon either the failure of the bond referendum or the completion of the financing.

November 1, 2021

Brunswick County, North Carolina
Attention: Julie Miller, CPA
PO Box 249
Bolivia, NC 28451

Re. Placement Agent Engagement Letter

Dear Julie:

On behalf of Robert W. Baird & Co. Incorporated ("Baird" or "we"), we wish to thank you for the opportunity to serve as placement agent for Brunswick County, North Carolina (the "Issuer" or "you") on its proposed placement and issuance of Series 2022 Installment Purchase Refunding Certificates for purpose of refinancing, via privately placed bank loan, the Series 2012 public LOBs. (the "Securities"). This letter will confirm the terms of our engagement; however, it is anticipated that this letter (the "Engagement Letter") will be replaced and superseded by a placement agent agreement or term sheet to be entered into by the parties (the "Placement Agreement") if and when the Securities are priced following successful completion of the placement process. The Placement Agreement will set forth the terms and conditions on which Baird will purchase or place the Securities and will contain provisions that are consistent with those stated in this letter.

1. Services to be Provided by Baird. Baird is hereby engaged to serve as placement agent for the proposed placement and issuance of the Securities, and in such capacity Baird agrees to provide the following services:

- Review and evaluate the proposed terms of the placement and the Securities
- Assist in the preparation of the private placement memorandum and/or other disclosure documents
- Identify and contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- Negotiate the pricing, including the interest rate, and other terms of the Securities
- Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility if applicable
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Securities
- Such other usual and customary placement agent services as may be requested by the Issuer

2. Disclosures Concerning Baird's Role as Placement Agent as Required by the MSRB: At the Issuer's request, Baird may provide incidental financial advisory services, including advice as to the structure, timing, terms and other matters concerning the issuance of the Securities. Please note that Baird would be providing such advisory services in its capacity as placement agent and not as a municipal advisor or financial advisor to the Issuer. As placement agent, Baird's primary role is to arrange for the placement of the Securities in an arm's length commercial transaction between the Issuer and Baird. Baird has financial and other interests that differ from those of the Issuer. Unlike a municipal advisor, Baird as placement agent does not have a fiduciary duty to the Issuer under the federal securities law and is therefore not required by federal law to act in the best interest of the Issuer without regard to its own financial or other interests. The Issuer will prepare and provide the Baird with a term sheet and/or other documents including (e.g., financials, budgets, estimated debt service requirements and coverage, historical sales tax collections by industry classification, Issuer demographic information, and underlying credit ratings) (the "Information Package")] together with the draft Resolution and other legal documents to be used in connection with the Placement (together with all supplements, modifications, and additions thereto prior to the Closing Date, the "Placement Materials"). The Issuer acknowledges and agrees that it is solely responsible for the completeness, truth, and accuracy of the Placement Materials and that the Placement Agent and each Purchaser may rely upon, as complete, true, and accurate, the Placement Materials and all information provided by the Issuer to the Placement Agent for use in connection with the Placement and that the Placement Agent does not assume any responsibility therefor. As part of

its services, Baird will review the [Placement Memorandum/Information Package] and/or other disclosure document (if any) applicable to the placement of the Securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the Securities.

As placement agent, Baird will not be required to purchase the Securities or to find one or more buyers of the Securities, but rather to use its reasonable best efforts to arrange for the sale of the Securities to one or more, purchasers, each a "qualified institutional buyer" or an "accredited investor," as defined in the Securities Act of 1933 If all of the conditions to its obligations for the placement of any Securities have been satisfied, Baird as placement agent has a duty to arrange for the placement of the Securities at a fair and reasonable price to the Issuer but must balance that duty with its duty to arrange for the sale of the Securities to investors at prices that are fair and reasonable.

Baird is registered with the Municipal Securities Rulemaking Board ("MSRB") and the SEC. The MSRB website is www.msrb.org. Two investor brochures, Information for Municipal Securities Investors and Information for Municipal Advisory Clients, describe the protections that may be provided by the MSRB's rules. The brochures are available on the MSRB website. The MSRB website also contains information about how to file a complaint with an appropriate regulatory authority.

If the Issuer is obligated under a current continuing disclosure agreement, the Issuer will submit information about the transaction through EMMA's continuing disclosure service, if material, and provide details including, but not limited to, the amount of debt being issued and its impact on the debt position, the purpose of the debt and use of proceeds, source of repayment, payment dates, interest rate, maturity and amortization of the debt, covenants, prepayment terms, events of default and remedies, acceleration events, other material terms, evidence of compliance with additional debt test, ratings, CUSIP number, transfer and redistribution rights and financial reporting requirements. If the Issuer is not obligated under a current continuing disclosure agreement, Baird recommends that the Issuer submit information about the transaction through EMMA's continuing disclosure service located in the continuing disclosure category of "Financial/Operating Data – Investment/Debt/Financial Policy."

3. Fees and Expenses; Conflicts of Interest. Baird's placement agent fee shall be $15,000. The placement agent fee will be contingent upon the closing of the placement of the Securities and the amount of the fee will be based on the principal or par amount of the Securities issued. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because the placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than necessary. Other firms who provide services in connection with the proposed placement may also have fees that are contingent on the closing of the placement of the Securities.

In addition to the placement agent fee, the Issuer shall pay to Baird an amount to reimburse for Baird's payment of CUSIP, DTC, IPREO (electronic book-running/sales order system), a day loan charge (currently at the rate of 1% per annum on the par amount), printing and mailing/distribution charges. The Issuer shall be responsible for paying or reimbursing Baird for all other costs of issuance, including without limitation, bond counsel, placement agent's counsel (if any) and rating agency fees and expenses, and all other expenses incident to the performance of the Issuer's obligations under the proposed placement.

Baird is a full service securities firm and as such Baird and its affiliates may from time to time provide advisory, brokerage, consulting and other services and products to municipalities, other institutions, and individuals including the Issuer, certain Issuer officials or employees, and potential purchasers of the Securities for which Baird may receive customary compensation; however, such services are not related to the proposed offering. Baird has previously served as underwriter, placement agent or financial advisor on other bond offerings and financings for the Issuer and expects to serve in such capacities in the future. Baird may also be engaged from time to time by the Issuer to manage investments for the Issuer (including the proceeds from the proposed offering) through a separate contract that sets forth the fees to be paid to Baird. Baird manages various mutual funds, and from time to time those funds may own bonds and other securities issued by the Issuer (including the Securities). Additionally, clients of Baird may from time to time purchase, hold and sell bonds and other securities issued by the Issuer (including the Securities).

In the ordinary course of fixed income trading business, Baird may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Securities and other municipal bonds, for its own account and for the accounts of customers, with respect to which Baird may receive a mark-up or mark-down, commission or other remuneration. Such investment and trading activities may involve or relate to the offering or other assets, securities and/or instruments of the Issuer and/or persons and entities with relationships with the Issuer. Spouses and other family members of Baird associates may be employed by the Issuer. Baird associates, including Baird Public Finance associates, may have made or may make political contributions to

elected officials and/or candidates for office, including officials of the Client in compliance with MSRB Rule G-37 and Baird's internal policies and pre-clearance requirements.

Baird has not identified any additional potential or actual material conflicts that require disclosure. If potential or actual conflicts arise in the future, we will provide you with supplemental disclosures about them.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the placement of the Securities. Notwithstanding the forgoing, either party may terminate Baird's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Baird's engagement is terminated by the Issuer, the Issuer agrees to reimburse Baird for its out-of-pocket expenses incurred until the date of termination.

5. Indemnification; Limitation of Liability. The Issuer agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct. In addition, to the extent permitted by applicable law, the Issuer shall indemnify, defend and hold Baird and its employees, officers, agents and affiliates harmless from and against any losses claims, damages and liabilities that arise from or otherwise relate to this Engagement Letter, actions taken or omitted in connection herewith, or the transactions and other matters contemplated hereby, except to the extent such losses, claims, damages or liabilities are judicially determined to be the result of Baird's gross negligence or willful misconduct.

6. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of North Carolina. This Engagement Letter may not be amended or modified except by means of a written instrument executed by both parties hereto. This Engagement Letter may not be assigned by either party without the prior written consent of the other party. The Issuer acknowledges that Baird may, at its option and expense and after announcement of the offering, place announcements and advertisements or otherwise publicize a description of the offering and Baird's role in it on Baird's website and/or other marketing material and in such financial and other newspapers and journals as it may choose, stating that Baird has acted as underwriter for the offering. The Issuer also agrees that Baird may use the Issuer's name and logo or official seal for these purposes.

7. **Disclosures of Material Financial Characteristics and Material Financial Risks.**

Accompanying this letter is a disclosure document describing the material financial characteristics and material financial risks of the Securities as required by MSRB Rule G-17.

If there is any aspect of this Engagement Letter that you believe requires further clarification, please do not hesitate to contact us. In addition, please consult your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate. We understand that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the proposed placement and issuance of the Securities. If our understanding is not correct, please let us know.

Please evidence your receipt and agreement to the foregoing by signing and returning this Engagement Letter.

Again, we thank you for the opportunity to assist you with your proposed placement and issuance of the Securities and the confidence you have placed in us.

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

By:_____
Managing Director

Cc: Aaron Smith Asst. Finance Director

Accepted this ___ day of _____, 20__

[NAME OF ISSUER]

By:_____

Title:_____

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # VII. - 2.

From:
Daralyn Spivey

Clerk to the Board - Manager Recognition - Member of the Year, NCBIWA

Issue/Action Requested:
Request the Board of Commissioners acknowledge the receipt of the "Member of the Year Award" to Mr. Woodruff, County Manager and NCBIWA Chairman.

Background/Purpose of Request:
North Carolina Beach, Inlet, and Waterways Association, Member of the Year Award went to Randell Woodruff, who as Vice Chair, became the Chairman of NCBIWA when the chair had to suddenly resign. He took the leadership role just before the pandemic brought many non-profit organizations to a screeching halt. Under Randell's leadership, the organization grew in membership and was able to conduct three successful hybrid conferences.

"Due to Randell Woodruff's leadership, an organization is better than he found it," said NCBIWA nominators.

This was presented to Mr. Woodruff at the November 4- 5, 2021 Meeting.

Fiscal Impact:
Not Applicable

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners acknowledge the receipt of the "Member of the Year Award" to Mr. Woodruff, County Manager and NCBIWA Chairman.

ATTACHMENTS:

Description

- Mr. Randell Woodruff/Recipient of Member of the Year Award NCBIWA


NCBTWA 2021 Member of the Year Award
RANDELL WOODRUFF

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # VII. - 3.
Clerk to the Board - Resolution in Support of Individual Freedom Over Personal Vaccination Status

From:
Daralyn Spivey

Issue/Action Requested:
Request the Board of Commissioners consider adoption of the Resolution in Support of Individual Freedom Over Personal Vaccine Status.

Background/Purpose of Request:
Commissioner Sykes has requested that the Board of Commissioners consider adoption of the attached resolution which opposes the OHSA employer COVID-19 vaccination regulations and also identifies numerous concerns about the regulations.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:

County Manager's Recommendation:
Recommend the Board of Commissioners adopt the Resolution in Support of Individual Freedom Over Personal Vaccine Status.

ATTACHMENTS:

Description

- Clerk to the Board - Resolution in Support of Individual Freedom Over Personal Vaccination Status

County of Brunswick

Office of the County Commissioners

BRUNSWICK COUNTY RESOLUTION IN SUPPORT OF INDIVIDUAL FREEDOM OVER PERSONAL VACCINATION STATUS

WHEREAS, the freedom to make personal health choices is one of the most fundamental human rights protected under the Bill of Rights of the United States Constitution; and

WHEREAS, informed consent is the bedrock of ethical practice in medicine, consisting of three essential elements: access to complete information, patient comprehension, and voluntariness; and

WHEREAS, an alarming number of private and government entities across the United States and around the world are mandating COVID-19 vaccination, coupled with punitive restrictions on freedom, commerce, employment and medical care for non-compliance; and

WHEREAS, there are various reasons why Americans choose not to be vaccinated, including, but not limited to established medical conditions, previous infection and recovery, preference for therapeutics; robust immune systems; prevention of potential adverse events; religious beliefs; intolerance to vaccine ingredients; previous anaphylactic and other reactions; and

WHEREAS, during the 2021 legislative session House Bill 572, "No Vaccine Mandate by EO, Rule, or Agency" passed the house; and

WHEREAS, during the 2021 legislative session House Bill 686, "An Act Prohibiting State and Local Government Retribution Regarding Refusal of Vaccines" is currently in committee;

WHEREAS, on September 9, 2021, despite his promise to the contrary, President Biden enacted a sweeping order mandating vaccinations and/or testing requirements for businesses with over 100 employees; and

WHEREAS, we firmly oppose President Biden's over reach of the vaccine mandate; and

NOW, THEREFORE, the Brunswick County Board of Commissioners upholds the United States Constitution and fully supports the individual freedom to choose whether to be vaccinated or unvaccinated. We recognize the historical efficacy of proven vaccines in public health, but rejects policies of mandatory vaccination, regardless of FDA approval and rejects proposals for statewide, nationwide, or global "vaccine passports," "health passes" or similar

policies. We thank and support North Carolina legislators, local government officials and other elected officials for their continued efforts to ensure that the individual freedom to be vaccinated or unvaccinated without penalty or discrimination is fully protected.

Adopted this, the 15th day of November 2021.

_____

Randy Thompson, Chair
Brunswick County Board of Commissioners

ATTEST:

_____

Daralyn Spivey, NCCCC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # VII. - 4.

From: Michael Slate-Director Code Administration

Code Administration - Appropriation of Revenue for Three (3) Multi-Trade Inspectors and Associated Vehicles/Equipment

Issue/Action Requested:
Request that the Board of Commissioners appropriate revenues for three (3) multi-trade inspectors and associated vehicles and equipment totaling $268,320.

Background/Purpose of Request:
Due to the continued growth in the County it is necessary to add three (3) full-time multi-trade inspectors to our staff to meet the current and immediate future demand.

The Code Administration Department performed 52,158 total inspections for calendar year 2020. To date in 2021, we have surpassed that total and are projected to perform over 60,000 inspections by the end of the year.

Through October 2021, we have issued 17,039 more permits than we did in all of 2016, and have issued 6,673 more permits than we did in all of 2020. The increase in number of permits forecasts an increase in number of inspections, and provided there are no significant, unknown shifts in the market, staff feels this trend will stay steady beyond the short-term future.

Despite our efforts to maintain a high service level with our current staff, we are unable to meet the demands of the current development environment, and do not project that the demands will decrease significantly in the near future. Our internal goal for the department is to complete inspections within one day of the request, but for most of 2021 we have not been able to achieve this goal. Over the past several months we have been completing inspections 3-4 days, and sometimes 5 days, after the request is received.

The approval of three (3) new positions will allow us to better respond to our residents and development community, as well as reduce the workload on our current staff which will help avoid recruitment and retention issues within the department. While the immediate and future demand may require more than three additional Inspectors to reach our internal and stakeholder goals of one day turnaround on inspections, staff believes the addition of three Inspectors will significantly improve our service level.

By law, revenues generated within the Code Administration Department must be used within the department to support its service delivery. Over the last couple of years the Department has produced significant revenues over expenditures, mostly due to the high number of permits issued and inspections performed.

Permit and Inspection revenue continues to increase, rising from $2,188,513 in 2016 to over $4.3 million as we near the end of 2021. Revenues over expenditures for the Code Administration Department at the end of FY20 were $354,078, and revenues over expenditures as we finalize our FY21 audit report are expected to be over $600,000.

These funds are available to be reinvested back into the department, and could help support the funding request needed to fulfill the additional personnel, vehicles and equipment. However, it should also be noted that

salaries and benefits are an ongoing expense that would be funded by the County using other revenue sources in the event revenues within the Code Administration Department decreased in the future due to market changes or demands. Staff will monitor the development market and workload demands within the department to ensure our workforce does not exceed external demand.

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates building permit fees of $268,320 for the vehicles, equipment, and six months salary and benefits for new positions.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners appropriate revenues for three (3) multi-trade inspectors and associated vehicles and equipment totaling $268,320.

ATTACHMENTS:

Description

- Year over Year Permit Comparison
- 2022 Ford Explorer Bid Quote
- 20211115 Budget Amendment Permit Fees Salary and Equipment.pdf

Building Permits Issued Year over Year (Data derived from Monthly Permit Data)

YoY Comparisons

2016

	Q1			Q2				Q3			Q4			Calendar Year Totals	CP Tech Staff: 5
	January	February	March	April	May	June		July	August	September	October	November	December		% of New Home Permits
Count of Building Permits Issued:	874	938	1103	1054	1190	1388		1247	1416	1090	945	1147	1014	13406	7.7%
New Home Permits:	72	94	72	93	80	86	497	101	73	88	69	114	85	1027	
Quarterly Building Permit Totals:		2915			3632				3753			3106			Avg. Permit Amount
Permit Revenue:	$138,568	$164,396	$157,109	$176,070	$170,863	$251,252		$213,860	$219,626	$202,353	$132,677	$203,178	$158,561	$2,188,513	$163.25
Quarterly Revenue:		$460,073			$598,185				$635,839			$494,416			

2017

	Q1			Q2			Mid-Year	Q3			Q4			Calendar Year Totals	CP Tech Staff: 5		
	January	February	March	April	May	June		July	August	September	October	November	December		% of New Home Permits	Increase since 2016	% +/- since 2016	YoY Permit +/-
Count of Building Permits Issued:	1260	1154	1574	1347	1514	1559		1345	1509	1410	1647	1518	1257	17094	6.7%	3688	28%	3688
New Home Permits:	106	98	98	85	81	80	548	83	89	106	131	94	86	1137				
YoY Permit % Change:	44%	23%	43%	28%	27%	12%		8%	7%	29%	74%	32%	24%	28%				
Quarterly Building Permit Totals:		3988			4420				4264			4422						
YoY Quarter Change:		1073			788		1861		511			1316			Avg. Permit Amount			
Permit Revenue:	$198,986	$193,342	$202,869	$176,485	$199,266	$207,606		$199,599	$217,471	$227,364	$290,587	$184,880	$181,449	$2,479,904	$145.07			
YoY Revenue % Change	44%	18%	29%	0%	17%	-17%		-7%	-1%	12%	119%	-9%	14%					
Quarterly Revenue:		$595,197			$583,357				$644,434			$656,916						
YoY Revenue Change $:		$135,124			-$14,828		$120,296		$8,595			$162,500						

2018

	Q1			Q2			Mid-Year	Q3			Q4			Calendar Year Totals	CP Tech Staff: 5			
	Jan	Feb	Mar	Apr	May	Jun		Jul	Aug	Sep	Oct	Nov	Dec		% of New Home Permits	Increase since 2016	% +/- since 2016	YoY Permit +/-
Count of Building Permits Issued:	1231	1100	1373	1359	1861	1879		2080	2062	1065	2190	1706	1826	19732	6.6%	6326	47%	2638
New Home Permits:	93	92	137	93	110	97	622	139	142	63	126	106	112	1310				
YoY Permit % Change:	-2%	-5%	-13%	1%	23%	21%		55%	37%	-24%	33%	12%	45%	15%				
Quarterly Building Permit Totals:		3704			5099				5207			5722						
YoY Quarter Change:		-284			679		395		943			1300			Avg. Permit Amount			
Permit Revenue:	$167,439	$182,281	$256,837	$167,630	$266,891	$239,496		$315,525	$284,346	$126,679	$270,003	$243,737	$242,345	$2,763,209	$140.04			
YoY Revenue % Change	-16%	-6%	27%	-5%	34%	15%		58%	31%	-44%	-7%	32%	34%					
Quarterly Revenue:		$606,557			$674,017				$726,550			$756,085						
YoY Revenue Change $:		$11,360			$90,660		$102,020		$82,116			$99,169						

2019

	Q1			Q2			Mid-Year	Q3			Q4			Calendar Year Totals	CP Tech Staff: 5			
	Jan	Feb	Mar	Apr	May	Jun		Jul	Aug	Sep	Oct	Nov	Dec		% of New Home Permits	Increase since 2016	% +/- since 2016	YoY Permit +/-
Count of Building Permits Issued:	2163	1865	1926	2065	2090	1920		2059	2163	1510	2040	1553	1685	23039	5.5%	9633	72%	3307
New Home Permits:	95	100	120	104	109	83	611	116	104	87	131	113	110	1272				
YoY Permit % Change:	76%	70%	40%	52%	12%	2%		-1%	5%	42%	-7%	-9%	-8%	17%				
Quarterly Building Permit Totals:		5954			6075				5732			5278						
YoY Quarter Change:		2250			976		3226		525			-444			Avg. Permit Amount			
Permit Revenue:	$234,359	$272,404	$256,239	$242,806	$248,607	$201,862		$247,440	$275,930	$185,210	$288,058	$253,102	$290,983	$2,996,999	$130.08			
YoY Revenue % Change	40%	49%	0%	45%	-7%	-16%		-22%	-3%	46%	7%	4%	20%					
Quarterly Revenue:		$763,002			$693,275				$708,580			$832,143						
YoY Revenue Change $:		$156,445			$19,258		$175,703		-$17,970			$76,058						

2020

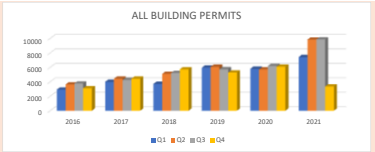
	Q1			Q2			Mid-Year	Q3			Q4			Calendar Year Totals	CP Tech Staff: 5			
	Jan	Feb	Mar	Apr	May	Jun		Jul	Aug	Sep	Oct	Nov	Dec		% of New Home Permits	Increase since 2016	% +/- since 2016	YoY Permit +/-
Count of Building Permits Issued:	1979	1758	2054	1732	1814	2162		2308	1851	2032	2139	1814	2129	23772	5.7%	10366	77%	733
New Home Permits:	130	84	145	84	83	107	633	97	96	107	125	141	150	1349				
YoY New Home % Change:	37%	-16%	21%	-19%	-24%	29%		-16%	-8%	23%	-5%	25%	36%	6%				
YoY Permit % Change:	-9%	-6%	7%	-16%	-13%	13%		12%	-14%	35%	5%	17%	26%	3%				
Quarterly Building Permit Totals:		5791			5708				6191			6082						
YoY Quarter Change:		-163			-367		-530		459			804			Avg. Permit Amount			
Permit Revenue:	$259,250	$215,921	$316,631	$204,395	$196,737	$278,918		$286,544	$245,469	$303,418	$320,751	$305,577	$342,497	$3,276,106	$137.81			
YoY Revenue % Change	11%	-21%	24%	-16%	-21%	38%		16%	-11%	64%	11%	21%	18%					
Quarterly Revenue:		$791,801			$680,049				$835,431			$968,825						
YoY Revenue Change $:		$28,799			-$13,225		$15,574		$126,852			$136,682						

2021

	Q1			Q2			Mid-Year	Q3			Q4			Calendar Year Totals	CP Tech Staff: 5		
	Jan	Feb	Mar	Apr	May	Jun		Jul	Aug	Sep	Oct	Nov	Dec		% of New Home Permits	Increase since 2016	% +/- since 2016	YoY Permit +/-
Count of Building Permits Issued:	2206	2254	2951	2447	3034	4351		3357	3054	3440	3351			30445	5.8%	17039	127%	6673
New Home Permits:	142	112	179	151	225	343	1152	181	114	181	150			1778				
YoY New Home % Change:	9%	33%	23%	80%	171%	221%		87%	19%	69%	20%	-100%	-100%	32%				
YoY Permit % Change:	11%	28%	44%	41%	67%	101%		45%	65%	69%	57%	-100%	-100%	28%				
Quarterly Building Permit Totals:		7411			9832				9851			3351						
YoY Quarter Change:		1620			4124		5744		3660			-2731			Avg. Permit Amount			
Permit Revenue:	$332,352	$301,731	$413,893	$376,325	$488,904	$684,823		$494,647	$363,578	$485,271	$457,938			$4,399,461	$144.51			
YoY Revenue % Change	28%	40%	31%	84%	149%	146%		73%	48%	60%	43%	-100%	-100%					
Quarterly Revenue:		$1,047,976			$1,550,052				$1,343,496			$457,938						
YoY Revenue Change $:		$256,174			$870,002		$1,126,177		$508,064			-$510,887						

All Building Permits

	Q1	Q2	Q3	Q4
2016	2915	3632	3753	3106
2017	3988	4420	4264	4422
2018	3704	5099	5207	5722
2019	5954	6075	5732	5278
2020	5791	5708	6191	6082
2021	7411	9832	9851	3351



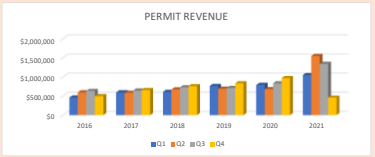
New Home Permits

	Q1	Q2	Q3	Q4
2016	238	259	262	268
2017	302	246	278	311
2018	322	300	344	344
2019	315	296	307	354
2020	359	274	300	416
2021	433	719	476	150



Permit Revenue

	Q1	Q2	Q3	Q4
2016	$460,073	$598,185	$635,839	$494,416
2017	$595,197	$583,357	$644,434	$656,916
2018	$606,557	$674,017	$726,550	$756,085
2019	$763,002	$693,275	$708,580	$832,143
2020	$791,801	$680,049	$835,431	$968,825
2021	$1,047,976	$1,550,052	$1,343,496	$457,938



Bid Award

Contract: 22-08-0913, Vehicle and Motorcycle Procurement

Group: SUVs

Item: 161, Ford, Explorer 4X4 2.3L, K8B

Description: Manufacturer's standard base model specifications and current model year for model/model number listed.

Model Upgrade/Downgrade: There are no models offered as a model upgrade/downgrade for this vehicle.

Zone	Rank	Vendor	Price	Percent (Taken off MSRP for options)	Build File	Options File
Appalachia	Primary	Four Seasons Ford Inc.	$29,172.55	6.00%	Build	Options
	Alternate	Performance Ford, Inc.	$29,348.38	6.00%	Build	Options
Dogwood	Primary	Performance Ford, Inc.	$29,242.38	6.00%	Build	Options
	Alternate	Four Seasons Ford Inc.	$29,254.54	6.00%	Build	Options
Cardinal	Primary	Performance Ford, Inc.	$29,200.38	6.00%	Build	Options
	Alternate	Four Seasons Ford Inc.	$29,234.54	6.00%	Build	Options
Longleaf Pine	Primary	Performance Ford, Inc.	$29,264.38	6.00%	Build	Options
	Alternate	Four Seasons Ford Inc.	$29,374.54	6.00%	Build	Options
No Delivery	Primary	Four Seasons Ford Inc.	$29,172.55	6.00%	Build	Options
	Alternate	Performance Ford, Inc.	$29,200.38	6.00%	Build	Options

Prepared for: , Brunswick County

2022 Explorer 4dr 4x4 Base (K8B)

Price Level: 215



Client Proposal

Prepared by:
Jeff Williams
Office: 828-693-4281
Email: jeff.williams@fourseasonsford.com

Quote ID: 1020202102

Date: 10/20/2021

Prepared for:
Brunswick County
Prepared by: Jeff Williams
10/20/2021

Four Seasons Ford Inc. | 601 Duncan Hill Rd Hendersonville North Carolina | 287922722

2022 Explorer 4dr 4x4 Base (K8B)

Price Level: 215 | Quote ID: 1020202102

, Brunswick County

Re: Quote ID 1020202102 10/20/2021

To Whom It May Concern,

All pricing provided in this quote is based on, and follows the guidelines of, the North Carolina Sheriffs' Association Vehicle Procurement Program. Contract # 22-08-0913. Specification # 161

Sincerely,

Jeff Williams
Fleet Manager
828-693-4281
jeff.williams@fourseasonsford.com

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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Prepared for:
Brunswick County
Prepared by: Jeff Williams
10/20/2021

Four Seasons Ford Inc. | 601 Duncan Hill Rd Hendersonville North Carolina | 287922722

2022 Explorer 4dr 4x4 Base (K8B)

Price Level: 215 | Quote ID: 1020202102

As Configured Vehicle

Code	Description
Base Vehicle	
K8B	Base Vehicle Price (K8B)
Packages	
100A	Equipment Group 100A *Includes:* *- Engine: 2.3L EcoBoost I-4* *Includes auto start-stop technology.* *- Transmission: 10-Speed Automatic* *- 3.58 Non-Limited-Slip Rear Axle Ratio* *- GVWR: 6,160 lbs* *- Tires: P255/65R18 AS BSW* *Includes mini spare.* *- Wheels: 18" 5-Spoke Silver-Painted Aluminum* *- Cloth Captain's Chairs* *Includes 8-way power driver's seat with power function for tilt and recline, 4-way manual front passenger seat with fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints.* *- Radio: AM/FM Stereo* *Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM radio with a 3 month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM radio inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Trial subscriptions not available in Alaska and Hawaii.* *- FordPass Connect* *Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.). Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673).* *- SYNC 3 Communications & Entertainment System* *Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub.*
Powertrain	
99H	Engine: 2.3L EcoBoost I-4 *Includes auto start-stop technology.*

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Note: .

2022 Explorer 4dr 4x4 Base (K8B)

Price Level: 215 | Quote ID: 1020202102

As Configured Vehicle (cont'd)

Code	Description
44T	Transmission: 10-Speed Automatic
STDAX	3.58 Non-Limited-Slip Rear Axle Ratio
STDGV	GVWR: 6,160 lbs
Wheels & Tires	
STDTR	Tires: P255/65R18 AS BSW *Includes mini spare.*
STDWL	Wheels: 18" 5-Spoke Silver-Painted Aluminum
Seats & Seat Trim	
7	Cloth Captain's Chairs *Includes 8-way power driver's seat with power function for tilt and recline, 4-way manual front passenger seat with fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints.*
Other Options	
PAINT	Monotone Paint Application
119WB	119.1" Wheelbase
STDRD	Radio: AM/FM Stereo

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Note: .

2022 Explorer 4dr 4x4 Base (K8B)

Price Level: 215 | Quote ID: 1020202102

As Configured Vehicle (cont'd)

Code	Description
	Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM radio with a 3 month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM radio inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Trial subscriptions not available in Alaska and Hawaii. *Includes:* *- FordPass Connect* *Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.). Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673).* *- SYNC 3 Communications & Entertainment System* *Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub.*
16B	Front & 2nd Row Floor Liners (16B) *Includes standard front and 2nd row black carpet floor mats.*
Emissions	
425	50 State Emissions System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.3L Ti-VCT V6 FFV engine.
Interior Color	
7N_01	Sandstone
Fleet Options	
YZ_02	Oxford White

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Note: .

Prepared for:
Brunswick County
Prepared by: Jeff Williams
10/20/2021

Four Seasons Ford Inc. | 601 Duncan Hill Rd Hendersonville North Carolina | 287922722

2022 Explorer 4dr 4x4 Base (K8B)

Price Level: 215 | Quote ID: 1020202102

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	$36,545.00
Subtotal	$36,545.00

Pre-Tax Adjustments

Code	Description	MSRP
Discount	Dealer Discount	-$3,322.46
Ford Gvmnt GPC	Government GPC	-$3,800.00
Total		$29,422.54

Customer Signature

Acceptance Date

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Note:

NCSA Contract discount of 6% on all option pricing

Prepared by: Jeff Williams
08/14/2021

Four Seasons Ford Inc. | 601 Duncan Hill Rd Hendersonville North Carolina | 287922722

2022 Explorer 4dr 4x4 Base (K8B)

Price Level: 215

Available Options

Selected	Code	Description	MSRP
Packages			
☑	100A	Equipment Group 100A	N/C

Includes:
- Engine: 2.3L EcoBoost I-4
Includes auto start-stop technology.
- Transmission: 10-Speed Automatic
- 3.58 Non-Limited-Slip Rear Axle Ratio
- GVWR: 6,160 lbs
- Tires: P255/65R18 AS BSW
Includes mini spare.
- Wheels: 18" 5-Spoke Silver-Painted Aluminum
- Cloth Captain's Chairs
Includes 8-way power driver's seat with power function for tilt and recline, 4-way manual front passenger seat with fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints.
- Radio: AM/FM Stereo
Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM radio with a 3 month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM radio inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Trial subscriptions not available in Alaska and Hawaii.
- FordPass Connect
Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.). Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673).
- SYNC 3 Communications & Entertainment System
Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub.

Powertrain			
☑	99H	Engine: 2.3L EcoBoost I-4	STD
	Includes auto start-stop technology.		
☑	44T	Transmission: 10-Speed Automatic	STD
☑	STDAX	3.58 Non-Limited-Slip Rear Axle Ratio	STD
☑	STDGV	GVWR: 6,160 lbs	STD

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Note: .

2022 Explorer 4dr 4x4 Base (K8B)

Price Level: 215

Available Options (cont'd)

Selected	Code	Description	MSRP
Wheels & Tires			
☑	STDTR	Tires: P255/65R18 AS BSW	STD
	Includes mini spare.		
☑	STDWL	Wheels: 18" 5-Spoke Silver-Painted Aluminum	STD
Seats & Seat Trim			
☑	7	Cloth Captain's Chairs	STD
	Includes 8-way power driver's seat with power function for tilt and recline, 4-way manual front passenger seat with fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints.		
Other Options			
☑	PAINT	Monotone Paint Application	STD
☑	119WB	119.1" Wheelbase	STD
☑	STDRD	Radio: AM/FM Stereo	STD
	Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM radio with a 3 month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM radio inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Trial subscriptions not available in Alaska and Hawaii. *Includes:* *- FordPass Connect* *Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.). Note: Ford Telematics and data services prep included for fleet only; FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673).* *- SYNC 3 Communications & Entertainment System* *Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub.*		
☐	52T	Class IV Trailer Tow Package	$545.00

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Note:

2022 Explorer 4dr 4x4 Base (K8B)

Price Level: 215

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	21F	Cargo Area Management System *Includes cargo net, cargo well rubber mat and reversible load floor.*	$165.00
☐	16B	Front & Second Row Floor Liners (16B) *Includes standard black front & second row black carpet floor mats.*	$200.00
☐	16A	Front & Second Row Floor Liners (16A) *Deletes standard black carpet floor mats.*	$160.00
☐	41H	Engine Block Heater	$90.00
☐	153	Front License Plate Bracket Standard in states requiring 2 license plates and optional to all others.	N/C
☐	C09	Priced DORA	N/C
☐	79V	COV Required	N/A

Dealer Installed Options

☐	A6ZAB	Cargo Mat Late availability for fleet. *Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$150.00
☐	CLMHR	Bumper Protector, Textured Black Film Note: Not available for Military Personnel Sales (WAFAC).	$90.00
☐	FHLAH	Cargo Organizer, Soft-Sided Cooler Bag Note: Not available for Military Personnel Sales (WAFAC). *Includes adjustable carrying strap and Ford logo.*	$35.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: .

2022 Explorer 4dr 4x4 Base (K8B)

Price Level: 215

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	BECAG	Cargo Organizer, Soft-Sided Large, Folding	$90.00
	Note: Not available for Military Personnel Sales (WAFAC).		
	Includes Ford log.		
☐	BECAF	Cargo Organizer, Soft-Sided Standard, Folding	$80.00
	Note: Not available for Military Personnel Sales (WAFAC).		
	Includes Ford log.		
☐	J4JAE	Center Console In-Vehicle Safe by Console Vault	$390.00
	Includes coded lock.		
☐	AHQAB	First Aid Kit	$50.00
	Note: Not available for Military Personnel Sales (WAFAC).		
☐	AHMAB	Road Side Assistance Kit	$70.00
	Note: Not available for Military Personnel Sales (WAFAC).		
☐	J3CAB	Smoker's Package	$70.00
	Late availability for fleet.		
	Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.		
☐	A3EAB	Splash Guards	$160.00
	Late availability for fleet.		
	Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.		
Fleet Options			
☐	942	Daytime Running Lamps (DRL) (Non-Configurable)	$45.00
	Requires valid FIN code. Replaces the standard configurable Daytime Running Lamps (DRL).		

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Note: .

2022 Explorer 4dr 4x4 Base (K8B)

Price Level: 215

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	D9G	Built: Chicago Plant	N/C
☐	D9G_	Built: Bartlett Plant	N/C
☐	31A	Ship-Thru: Auto Truck	$0.00
☐	31L	Ship Thru: Crown North America	N/C
☐	FLADCR	Fleet Advertising Credit	N/A
☐	FINAL2	Fleet Final Order Date: TBD	N/C
☐	99B	Engine: 3.3L Ti-VCT V6 FFV (Fleet)	N/A
	Requires valid FIN code. Deletes standard active grille shutters.		

Emissions

☑	425	50 State Emissions System	STD
	Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.3L Ti-VCT V6 FFV engine.		

General Info

☐	ORDER1	Initial Order Date: TBD	N/C
☐	START1	Start-Up Date: TBD	N/C
☐	FINAL1	Final Order Date: TBD	N/C
☐	BUILD1	Build-Out Date: TBD	N/C

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Note: .

Request Info	
Type	Budget Amendment
Description	Permit Fees for Salary/Equip
Justification	Board Meeting 11/15/2021 - Appropriate building permit fees for vehicles, equipment and salary and benefits for new positions.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104350	334300	Bldg Inspections and CP	Building Permits	268320	Increase	Credit
104350	412100	Bldg Inspections and CP	Salary and Wages-Regular	95405	Increase	Debit
104350	418100	Bldg Inspections and CP	FICA	7297	Increase	Debit
104350	418200	Bldg Inspections and CP	Retirement	15560	Increase	Debit
104350	418300	Bldg Inspections and CP	Health Insurance	12218	Increase	Debit
104350	418306	Bldg Inspections and CP	Life Insurance	150	Increase	Debit
104350	418310	Bldg Inspections and CP	Dental Insurance	575	Increase	Debit
104350	418400	Bldg Inspections and CP	Disability and Long-Term Ins	315	Increase	Debit
104350	426205	Bldg Inspections and CP	Computers - $500 - $4 999	12000	Increase	Debit
104350	454000	Bldg Inspections and CP	Cap Outlay-Vehicle on Road	124800	Increase	Debit

Total

Grand Total:	536640

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # VII. - 5.

From: Michael Slate-Director Code Administration

Code Administration - Appropriation of Revenue for One (1) Vehicle for Code Administration Department

Issue/Action Requested:
Request that the Board of Commissioners appropriate revenues for the purchase of one vehicle for existing multi-trades inspector totaling $45,582.

Background/Purpose of Request:
The Code Administration Department has been operating one vehicle short of the number of inspectors employed within the department since 2019.

This is the result of two new multi-trade inspector positions being approved on 8/5/2019 without vehicles for the respective positions. Since this time, the department has been utilizing older fleet vehicles and vehicles from the motor pool fleet to allow the employees to operate out in the field. The motor pool fleet is not designed to provide a permanent vehicle for an employee, and the older vehicles from the fleet have reached the end of their use, thus the need for a long-term solution for the department and employees.

Due to the repurposing of an existing vehicle within the fleet for the Code Administration Department, we are only requesting one new vehicle at this time.

Funding is available to support the purchase using revenues over expenditures from within the department for FY22.

Vehicle = $41,582
Equipment/Computer for Vehicle = $4,000

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates building permit fees of $41,600 for the purchase of a vehicle and equipment.

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners appropriate revenues for the purchase of one vehicle for existing multi-trades inspector totaling $45,582.

ATTACHMENTS:

Description

- 2021 Expedition Bid Quote
- 20211115 Budget Amendment Permit Fees Additional Equipment.pdf

Bid Award

Contract: 22-08-0913, Vehicle and Motorcycle Procurement

Group: SUVs

Item: 160, Ford, Expedition XL 4X4, U1G

Description: Manufacturer's standard base model specifications and current model year for model/model number listed.

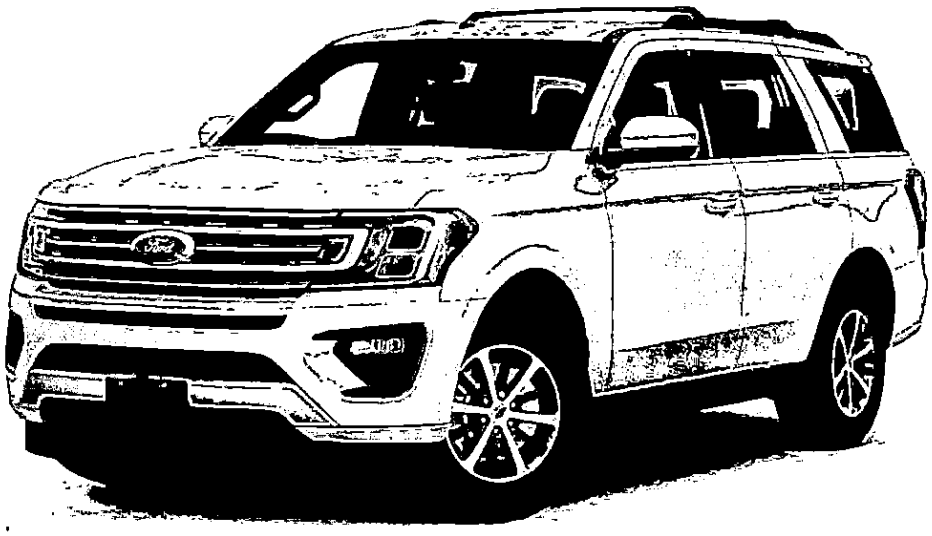
Model Upgrade/Downgrade: The mandatory minimum 6% discount only applies to factory options, not the model upgrades/downgrades. The following models are a model upgrade/downgrade to the base model for this line item. Please refer to the option sheet for pricing: Model K1J: Max XLT 4x4; Model U1J: XLT 4x4; Model K1G: Max XL 4x4

Zone	Rank	Vendor	Price	Percent (Taken off MSRP for options)	Build File	Options File
Appalachia	Primary	Four Seasons Ford Inc.	$41,323.93	6.00%	Build	Options
	Alternate	Capital Ford Inc	$41,557.91	6.00%	Build	Options
Dogwood	Primary	Four Seasons Ford Inc.	$41,418.98	6.00%	Build	Options
	Alternate	Capital Ford Inc	$41,557.91	6.00%	Build	Options
Cardinal	Primary	Four Seasons Ford Inc.	$41,393.89	6.00%	Build	Options
	Alternate	Capital Ford Inc	$41,557.91	6.00%	Build	Options
Longleaf Pine	Primary	Four Seasons Ford Inc.	$41,548.98	6.00%	Build	Options
	Alternate	Capital Ford Inc	$41,557.91	6.00%	Build	Options
No Delivery	Primary	Four Seasons Ford Inc.	$41,323.93	6.00%	Build	Options

Prepared for: , Brunswick County

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 125



Client Proposal

Prepared by:
Jeff Williams
Office: 828-693-4281
Email: jeff.williams@fourseasonsford.com
Quote ID: 1020202101
Date: 10/20/2021

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 125 | Quote ID: 1020202101

, Brunswick County

Re: Quote ID 1020202101 10/20/2021

To Whom It May Concern,

All pricing provided in this quote is based on, and follows the guidelines of, the North Carolina Sheriffs' Association Vehicle Procurement Program. Contract # 22-08-0913. Specification # 160

Sincerely,

Jeff Williams
Fleet Manager
828-693-4281
jeff.williams@fourseasonsford.com

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2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 125 | Quote ID: 1020202101

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Prepared for:
Brunswick County
Prepared by: Jeff Williams
10/20/2021

Four Seasons Ford Inc. | 601 Duncan Hill Rd Hendersonville North Carolina | 287922722

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 125 | Quote ID: 1020202101

As Configured Vehicle

Code	Description
Base Vehicle	
U1G	Base Vehicle Price (U1G)
Powertrain	
99T	Engine: 3.5L EcoBoost V6 *Includes auto start-stop technology.*
44U	Transmission: 10-Speed Automatic w/SelectShift
X15	3.31 Axle Ratio
STDGV	GVWR: 7,450 lbs
Wheels & Tires	
STDTR	Tires: P275/65R18 AT OWL
STDWL	Wheels: 18" Machined-Face Aluminum *Includes magnetic-painted pockets.*
Seats & Seat Trim	
L	Cloth Front Captain's Chairs *5-passenger seating. Includes 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints.*
Other Options	
PAINT	Monotone Paint Application
122WB	122" Wheelbase
STDRD	Radio: AM/FM Stereo w/MP3 Capable *Includes speed-compensated volume and 6 speakers.* *Includes:* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB ports (first row - (1) A and (1) C, second row - (1) A and (1) C in the back side of the center floor console).*
47B	1st & 2nd Row Floor Liners w/Carpet Mats *Includes standard floor mats and color-keyed carpet - front and second rows.*
153	Front License Plate Bracket *Standard in states requiring two license plates and optional to all others.*

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: .

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 125 | Quote ID: 1020202101

As Configured Vehicle (cont'd)

Code	Description
Emissions	
425	50 States Emissions System
Interior Color	
LH_01	Ebony
Exterior Color	
YZ_01	Oxford White
Fleet Options	
100A	Equipment Group 100A Standard Package *Includes:* *- Engine: 3.5L EcoBoost V6* *Includes auto start-stop technology.* *- Transmission: 10-Speed Automatic w/SelectShift* *- 3.31 Axle Ratio* *- GVWR: 7,450 lbs* *- Tires: P275/65R18 AT OWL* *- Wheels: 18" Machined-Face Aluminum* *Includes magnetic-painted pockets.* *- Cloth Front Captain's Chairs* *5-passenger seating. Includes 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints.* *- Radio: AM/FM Stereo w/MP3 Capable* *Includes speed-compensated volume and 6 speakers.* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB ports (first row - (1) A and (1) C, second row - (1) A and (1) C in the back side of the center floor console).*

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: .

Prepared for:
Brunswick County
Prepared by: Jeff Williams
10/20/2021

Four Seasons Ford Inc. | 601 Duncan Hill Rd Hendersonville North Carolina | 287922722

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 125 | Quote ID: 1020202101

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	$54,570.00
Subtotal	$54,570.00

Pre-Tax Adjustments

Code	Description	MSRP
Discount	Dealer Discount	-$5,588.11
Ford Gvmnt GPC	Government GPC	-$7,400.00
Total		$41,581.89

Customer Signature

Acceptance Date

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Note: .

NCSA Contract discount of 6% on all option pricing

Prepared by: Jeff Williams
08/04/2021

Four Seasons Ford Inc. | 601 Duncan Hill Rd Hendersonville North Carolina | 287922722

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 125

Available Options

Selected	Code	Description	MSRP
Packages			
☐	104A	Equipment Group 104A STX Package	$970.00
		Includes: *- Engine: 3.5L EcoBoost V6* *Includes auto start-stop technology.* *- Transmission: 10-Speed Automatic w/SelectShift* *- 3.31 Axle Ratio* *- GVWR: 7,450 lbs* *- Tires: P275/65R18 AT OWL* *- Wheels: 18" Magnetic Metallic-Painted Cast-Alum* *- Cloth Front Captain's Chairs* *5-passenger seating. Includes 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints.* *- Radio: AM/FM Stereo w/MP3 Capable* *Includes speed-compensated volume and 6 speakers.* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB ports (first row - (1) A and (1) C, second row - (1) A and (1) C in the back side of the center floor console).* *- STX Package* *Includes STX badge.* *- Gloss Black Five-Bar Grille* *- SYNC 3 Communications & Entertainment System* *Includes enhanced voice recognition, 8" center LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple CarPlay and Android Auto compatibility.* *- Tri-Zone Electronic Automatic Temperature Control*	
Powertrain			
☑	99T	Engine: 3.5L EcoBoost V6	STD
		Includes auto start-stop technology.	
☑	44U	Transmission: 10-Speed Automatic w/SelectShift	STD
☑	X15	3.31 Axle Ratio	STD
☐	62E	ControlTrac w/3.73 Axle Ratio	Variable
		Includes eLSD (Electronic Limited-Slip Differential). *Includes:* *- 2-Speed Automatic 4WD* *Includes neutral towing capability.*	
☐	62L	3.73 Axle Ratio	N/C
		Includes non-limited-slip rear axle.	
☑	STDGV	GVWR: 7,450 lbs	STD

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Note: .

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 125

Available Options (cont'd)

Selected	Code	Description	MSRP
Wheels & Tires			
☑	STDTR	Tires: P275/65R18 AT OWL	STD
☑	STDWL	Wheels: 18" Machined-Face Aluminum	STD
		Includes magnetic-painted pockets.	
☐	NONWL2	Wheels: 18" Magnetic Metallic-Painted Cast-Alum	N/C
Seats & Seat Trim			
☑	L	Cloth Front Captain's Chairs	STD
		5-passenger seating. Includes 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints.	
Other Options			
☑	PAINT	Monotone Paint Application	STD
☑	122WB	122" Wheelbase	STD
☑	STDRD	Radio: AM/FM Stereo w/MP3 Capable	STD
		Includes speed-compensated volume and 6 speakers. *Includes:* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB ports (first row - (1) A and (1) C, second row - (1) A and (1) C in the back side of the center floor console).*	
☐	536	Heavy-Duty Trailer Tow Package	$795.00
		Includes: *- Heavy-Duty Engine Radiator* *- Integrated Trailer Brake Controller*	
☐	66R	Reverse Sensing System	$110.00
☐	55R	Reversible Cargo Mat	$40.00

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Note: .

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 125

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	47B	1st & 2nd Row Floor Liners w/Carpet Mats	$200.00
		Includes standard floor mats and color-keyed carpet - front and second rows.	
☐	47C	1st & 2nd Row Floor Liners w/o Carpet Mats	$160.00
		Deletes standard floor mats and color-keyed carpet - front and second rows.	
☐	153	Front License Plate Bracket	N/C
		Standard in states requiring two license plates and optional to all others.	
☐	41H	Engine Block Heater	$100.00

Fleet Options

☐	FLADCR	Fleet Advertising Credit	$0.00
☐	41K	Skid Plates	$100.00
		Includes fuel tank underbody protection.	
☐	942	Daytime Running Lamps	N/C
		Non-configurable.	
☐	D9E	Built: Kentucky Truck Plant	N/C
☐	31L	Ship Thru: Auto Truck	N/C
☐	31M	Ship-Thru: Manning Truck Equipment	N/C
☐	FINAL2	Fleet Final Order Date: 09/03/2021	N/C
☑	100A	Equipment Group 100A Standard Package	N/C

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Note: .

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 125

Available Options (cont'd)

Selected	Code	Description	MSRP
		Includes: *- Engine: 3.5L EcoBoost V6* *Includes auto start-stop technology.* *- Transmission: 10-Speed Automatic w/SelectShift* *- 3.31 Axle Ratio* *- GVWR: 7,450 lbs* *- Tires: P275/65R18 AT OWL* *- Wheels: 18" Machined-Face Aluminum* *Includes magnetic-painted pockets.* *- Cloth Front Captain's Chairs* *5-passenger seating. Includes 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints.* *- Radio: AM/FM Stereo w/MP3 Capable* *Includes speed-compensated volume and 6 speakers.* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB ports (first row - (1) A and (1) C, second row - (1) A and (1) C in the back side of the center floor console).*	
☐	101A	Equipment Group 101A Mid Package	$830.00
		Includes: *- Engine: 3.5L EcoBoost V6* *Includes auto start-stop technology.* *- Transmission: 10-Speed Automatic w/SelectShift* *- 3.31 Axle Ratio* *- GVWR: 7,450 lbs* *- Tires: P275/65R18 AT OWL* *- Wheels: 18" Machined-Face Aluminum* *Includes magnetic-painted pockets.* *- Cloth Front Captain's Chairs* *5-passenger seating. Includes 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints.* *- Radio: AM/FM Stereo w/MP3 Capable* *Includes speed-compensated volume and 6 speakers.* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB ports (first row - (1) A and (1) C, second row - (1) A and (1) C in the back side of the center floor console).* *- 3rd Row 60/40 PowerFold Seat* *Includes 8-passenger seating and power recline. Deletes standard 3rd row storage bins.* *- SiriusXM Satellite Radio* *Includes three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.*	
☐	102A	Equipment Group 102A SSV Package	-$2,080.00

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Note: .

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 125

Available Options (cont'd)

Selected	Code	Description	MSRP
		Includes: *- Engine: 3.5L EcoBoost V6* *Includes auto start-stop technology.* *- Transmission: 10-Speed Automatic w/SelectShift* *- ControlTrac w/3.73 Axle Ratio* *Includes eLSD (Electronic Limited-Slip Differential).* *- 2-Speed Automatic 4WD* *Includes neutral towing capability.* *- GVWR: 7,450 lbs* *- Tires: P265/70R17 AT OWL* *- Wheels: 17" Steel* *- Cloth Front Captain's Chairs* *5-passenger seating. Includes 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints.* *- Radio: AM/FM Stereo w/MP3 Capable* *Includes speed-compensated volume and 6 speakers.* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB ports (first row - (1) A and (1) C, second row - (1) A and (1) C in the back side of the center floor console).* *- Column Shifter* *- Vinyl Floor Covering* *- Vinyl 2nd Row Seating* *- Skid Plates* *Includes fuel tank underbody protection.* *- Center Console Delete* *Deletes armrest and covered media bin.* *- Running Board Delete* *- USB Port Delete* *Deletes second row smart charging USB port - one (1) A and one (1) C in the back side of the center floor console.* *- Manual Telescoping Steering Wheel Delete* *- Push Button Keyless Start Delete*	
☐	56M	Ford US National Fleet Incentives Ford US National - 11/9/2020	$0.00
☐	NONTR	Tires: P265/70R17 AT OWL	N/C
☐	NONTR2	Tires: P275/65R18 AT OWL w/536	N/C
☐	NONWL	Wheels: 17" Steel	N/C
☐	NONWL1	Wheels: 18" Machined-Face Aluminum w/536 *Includes magnetic painted pockets.*	N/C
☐	21B	2nd Row 40/20/40 Cloth Bench Seat	$110.00
		40/20/40 bench is the standard second row seat. The cloth feature is optional.	

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Note: .

2021 Expedition 4dr 4x4 XL (U1G)

Price Level: 125

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	87P	3rd Row 60/40 PowerFold Seat	$815.00
	Includes 8-passenger seating and power recline. Deletes standard 3rd row storage bins.		
☐	18B	Black Platform Running Boards	$405.00
Emissions			
☑	425	50 States Emissions System	STD
General Info			
☐	ORDER1	Initial Order Date: 09/16/2020	N/C
☐	START1	Start-Up Date: 12/01/2020	N/C
☐	FINAL1	Final Order Date: TBD	N/C
☐	BUILD1	Build-Out Date: 12/23/2021	N/C

U1J	Expedition XLT 4X4	$ 51,247.89
K1G	Expedition MAX XL 4X4	$ 48,287.85
K1J	Expedition MAX XLT 4X4	$ 54,148.79

Pricing is for all zones

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: .

Request Info	
Type	Budget Amendment
Description	Permit Fees Additional Equip
Justification	Board Meeting 11/15/2021 - Appropriate building permit fees for an additional vehicle and equipment.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
104350	334300	Bldg Inspections and CP	Building Permits	45600	Increase	Credit
104350	426205	Bldg Inspections and CP	Computers - $500 - $4 999	4000	Increase	Debit
104350	454000	Bldg Inspections and CP	Cap Outlay-Vehicle on Road	41600	Increase	Debit

Total

Grand Total:	91200

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # VII. - 6.

From:
Edward Conrow

EMS - Motorola Radio Purchase

Issue/Action Requested:
Request the Board of Commissioners approve the purchase of 24 Motorola portable radios and associated accessories for Emergency Services.

Background/Purpose of Request:
Purchase of APX8000 portable radios was approved as part of the FY21/22 budget process. The purchase of radios will be under North Carolina State Contract No. 725G for a total cost of $187,371.75. The radios will support daily emergency communications and interagency interoperability.

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

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Reviewed and Approved.

County Manager's Recommendation:
Recommend the Board of Commissioners approve the purchase of 24 Motorola portable radios and associated accessories for Emergency Services.

ATTACHMENTS:

Description

- Goods and Services Agreement

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NORTH CAROLINA

GOODS AND SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS GOODS AND SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part and Motorola Solutions, Inc. (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. GOODS AND SERVICES; FEES

The goods to be purchased and the services to be performed under this Agreement (hereinafter referred to collectively as the "Project") and the agreed upon fees for the Project are set forth on Exhibit "A" attached hereto and the North Carolina State Contract No. 725G ("State Contract").

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 11/15/2021 (the "Effective Date") and continues in effect until 11/14/2024, 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

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and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

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

5. INDEPENDENT CONTRACTOR

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

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

6. PROVIDER REPRESENTATIONS

a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;

b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

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c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;

d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;

e. Provider shall not violate any agreement with any third party by entering into or performing the work under this Agreement;

f. Provider will provide all goods and perform all work in conformity with the specifications and requirements of this Agreement;

g. Provider shall exercise reasonable care and diligence when performing the work hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;

h. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and

i. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. WARRANTIES

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

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of the County's equipment, facilities, and property 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.

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9. NON-ENDORSEMENT AND PUBLICITY

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

10. NON-EXCLUSIVITY

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

11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

12. DEBARMENT

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

13. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, employees, and agents who are authorized to use the equipment and services from and against all actions, liability, claims, suits, damages, costs or expenses 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 in connection with or arising out of the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

14. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits consistent with the coverage stated in Attachment 1. 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.

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Provider shall furnish a Certificate of Insurance from a licensed insurance agent verifying the existence of any insurance coverage required herein. Provider 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) for claims that are determined to be the fault of Provider or those working on Provider's behalf, it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

15. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

16. REMEDIES

a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

   i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the goods and/or services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

   ii. Deduct any and all expenses incurred by County in obtaining the goods and/or performing the services from any money then due or to become due Provider and, should the County's cost of obtaining the goods and/or performing the services exceed the amount due Provider, collect the amount due from Provider.

b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

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d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

17. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

18. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with completing the Project. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with completing the Project and other persons who may be affected thereby.

19. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

20. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland

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Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

21. CONFIDENTIAL INFORMATION

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

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

a. in the public domain through no fault of the Recipient;

b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;

e. disclosed with the prior written consent of the Discloser; or

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

22. OWNERSHIP OF WORK PRODUCT

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

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23. NO ASSIGNMENT WITHOUT CONSENT

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

24. GOVERNING LAW AND VENUE

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

25. DISPUTE RESOLUTION

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

26. GOVERNMENTAL IMMUNITY

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

27. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

28. ENTIRE AGREEMENT

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

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29. HEADINGS

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

30. SEVERABILITY

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

31. AMENDMENTS

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

32. NOTICES

a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

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

i. For the County: Brunswick County Manager
P. O. Box 249
Bolivia, NC 28422

ii. For the Provider: Motorola Solutions, Inc.
500 West Monroe Street, 43rd Floor
Chicago, IL 60661

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33. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

_____
Clerk to the Board

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[SEAL]

MOTOROLA SOLUTIONS, INC.

By: Kristin Donovan

Printed Name: Kristin Donovan

Title: North Carolina Direct Manager

Date: 11/3/2021

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

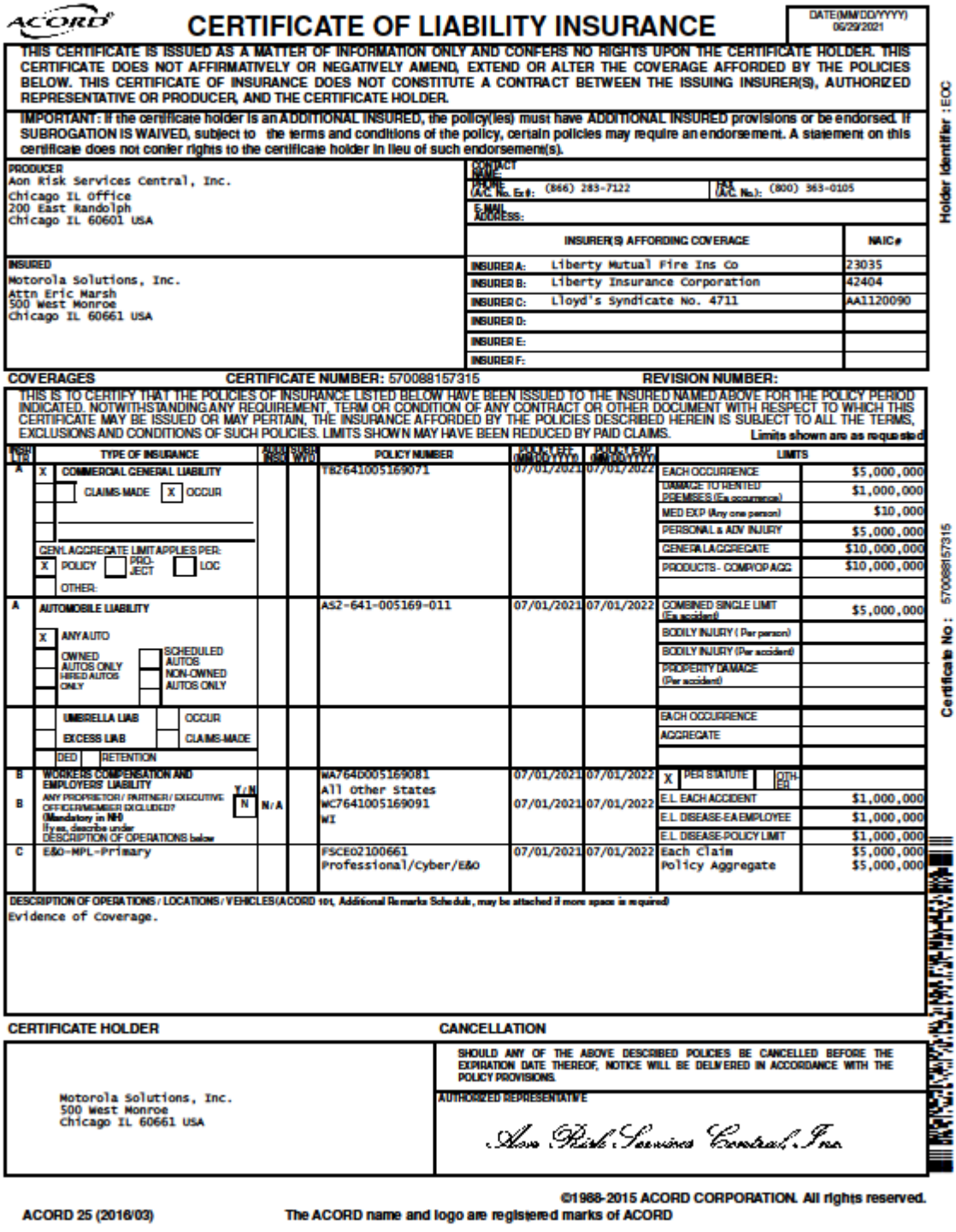
Julie A. Miller
Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

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

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ATTACHMENT 1



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 06/29/2021

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

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

Holder Identifier : ECC

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 | FAX (A/C, No): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Mutual Fire Ins Co	23035
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:	Lloyd's Syndicate No. 4711	AA1120090
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Motorola Solutions, Inc.
Attn Eric Marsh
500 West Monroe
Chicago IL 60661 USA

COVERAGES | CERTIFICATE NUMBER: 570088157315 | REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			TB2641005169071	07/01/2021	07/01/2022	EACH OCCURRENCE	$5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$10,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			AS2-641-005169-011	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA764D005169081	07/01/2021	07/01/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		All Other States				
B	If yes, describe under DESCRIPTION OF OPERATIONS below			WC7641005169091 WI	07/01/2021	07/01/2022	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
C	E&O-MPL-Primary			FSCE02100661 Professional/Cyber/E&O	07/01/2021	07/01/2022	Each Claim	$5,000,000
							Policy Aggregate	$5,000,000

Certificate No : 570088157315

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

CERTIFICATE HOLDER

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

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MOTOROLA SOLUTIONS

EXHIBIT "A"







BRUNSWICK, COUNTY OF

10/19/2021

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

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MOTOROLA SOLUTIONS

QUOTE-1580154

10/19/2021

BRUNSWICK, COUNTY OF
PO BOX 9
BOLIVIA, NC 28422

Dear Edward Conrow,

Motorola Solutions is pleased to present BRUNSWICK, COUNTY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BRUNSWICK, COUNTY OF with the best products and services available in the communications industry. Please direct any questions to Mike Cavalluzzi at mikecavalluzzi@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Mike Cavalluzzi

Motorola Solutions Manufacturer's Representative

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MOTOROLA SOLUTIONS

QUOTE-1580154

Billing Address:
BRUNSWICK, COUNTY OF
PO BOX 9
BOLIVIA, NC 28422
US

Quote Date:10/19/2021
Expiration Date:01/17/2022
Quote Created By:
Mike Cavalluzzi
mikecavalluzzi@callmc.com

End Customer:
BRUNSWICK, COUNTY OF
Edward Conrow

Contract: 19144 - 725G NORTH CAROLINA, STATE OF (NON-ARIBA BASED POS)
Payment Terms:30 NET

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE			
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	24	$7,110.00	$170,640.00
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	24		
1b	Q361AN	ADD: P25 9600 BAUD TRUNKING	24		
1c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	24		
1d	QA02006AC	ENH: APX8000XE RUGGED RADIO	24		
1e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	24		
1f	QA00580AA	ADD: TDMA OPERATION	24		
1g	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	24		
1h	QA09001AB	ADD: WIFI CAPABILITY	24		
1i	H38BS	ADD: SMARTZONE OPERATION	24		
1j	QA07682AA	ADD: SMARTCONNECT	24		
1k	QA01427AG	ALT: APX8000/XE HOUSING GREEN	24		

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

QUOTE-1580154

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
2	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	24	$117.75	$2,826.00
3	PMMN4106D	XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	24	$462.00	$11,088.00
4	PMNN4504A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T	13	$144.75	$1,881.75
	Product Services				
5	LSV00Q00202A	DEVICE PROGRAMMING	24	$39.00	$936.00

Grand Total $187,371.75(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

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MOTOROLA SOLUTIONS

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # VII. - 7.

From:
Edward Conrow

EMS - Northwestern Emergency Vehicles Ambulance Purchase

Issue/Action Requested:
Request the Board of Commissioners approve the purchase of two Northwestern Emergency Vehicles ambulances under the North Carolina Sheriff's Association NCSA Bid 21-01-0608R for $268,477.59 per unit for a total of $536,955.18.

Background/Purpose of Request:
Expansion of EMS services was approved by the Board of Commissioners to add two additional peak load EMS units. The expansion included the funding to purchase two additional ambulances to support the system expansion.

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

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners approve the purchase of two Northwestern Emergency Vehicles ambulances under the North Carolina Sheriff's Association NCSA Bid 21-01-0608R for $268,477.59 per unit for a total of $536,955.18.

ATTACHMENTS:

Description

- Goods and Services Agreement

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NORTH CAROLINA

GOODS AND SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS GOODS AND SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part and Northwestern Emergency Vehicles, Inc., (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. GOODS AND SERVICES; FEES

The goods to be purchased and the services to be performed under this Agreement (hereinafter referred to collectively as the "Project") and the agreed upon fees for the Project are set forth on Exhibit "A" attached hereto.

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

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 11/15/2021 (the "Effective Date") and continues in effect until 06/30/2022, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation

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and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

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

5. INDEPENDENT CONTRACTOR

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

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

6. PROVIDER REPRESENTATIONS

a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;

b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

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c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;

d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;

e. Provider shall not violate any agreement with any third party by entering into or performing the work under this Agreement;

f. Provider will provide all goods and perform all work in conformity with the specifications and requirements of this Agreement;

g. The goods and services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);

h. Provider shall exercise reasonable care and diligence when performing the work hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;

i. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and

j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. WARRANTIES

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

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or

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its subcontractors. In the event that Provider causes damage to the County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

9. NON-ENDORSEMENT AND PUBLICITY

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

10. NON-EXCLUSIVITY

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

11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

12. DEBARMENT

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

13. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

14. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional

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Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

15. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

16. REMEDIES

a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

   i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the goods and/or services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

   ii. Deduct any and all expenses incurred by County in obtaining the goods and/or performing the services from any money then due or to become due Provider and, should the County's cost of obtaining the goods and/or performing the services exceed the amount due Provider, collect the amount due from Provider.

b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

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c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

17. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

18. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with completing the Project. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with completing the Project and other persons who may be affected thereby.

19. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

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20. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

21. CONFIDENTIAL INFORMATION

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

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

a. in the public domain through no fault of the Recipient;

b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;

e. disclosed with the prior written consent of the Discloser; or

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

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22. OWNERSHIP OF WORK PRODUCT

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

23. NO ASSIGNMENT WITHOUT CONSENT

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

24. GOVERNING LAW AND VENUE

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

25. DISPUTE RESOLUTION

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

26. GOVERNMENTAL IMMUNITY

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

27. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

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28. ENTIRE AGREEMENT

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

29. HEADINGS

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

30. SEVERABILITY

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

31. AMENDMENTS

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

32. NOTICES

a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

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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: Northwestern Emergency Vehicles, Inc.
268 NWEV Drive
West Jefferson, NC 28694

33. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

_____
Clerk to the Board

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[SEAL]

NORTHWESTERN EMERGENCY VEHICLES, INC.

By: _____

Printed Name: Richard Hamby

Title: President

Date: _____

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

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

APPROVED AS TO FORM

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

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EXHIBIT "A"

NORTHWESTERN EMERGENCY VEHICLES

POST OFFICE BOX 790
JEFFERSON, NORTH CAROLINA 28640
PHONE: 800-536-8488
FAX: 336-246-8978

PROPOSAL FOR BRUNSWICK COUNTY EMERGENCY SERVICES

Date: November 3, 2021

Customer: Brunswick County Emergency Services
Attn: Lyle Johnston
3325 Old Ocean Hwy
PO Box 249
Bolivia, NC 28422

2022 Chevrolet 5500 Type I AEV Ambulance @ $266,479.00 Per Ambulance

*Proposal is Priced through the NC Sheriffs' Association Contract(Bid 21-01-0608R):

Sheriffs' Association Contract Fee Per truck (0.0075): $1,998.59 Each

Total Price for Each Unit with Sheriffs' Assoc. Contract Fee: **$268,477.59**

TOTAL PRICE FOR (2) AMBULANCES: $536,955.18

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North Carolina Sheriffs' Association
Fire and EMS Procurement Program
Rollover Price Sheet Award Agreement

Fire and EMS Procurement Program

Bid 21-01-0608R

We are pleased to announce the North Carolina Sheriffs' Association has rolled over your contract for one additional year. NCSA Fire and EMS Bid 21-01-0608R will be effective June 18, 2021 through June 17, 2022.

By the award of this contract based on your dealership's bid for Solicitation Number 21-01-0608R, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.

Signature of Authorized Representative

David R Hollar

Printed Name of Authorized Representative

Northwestern Emergency Vehicles

Contractor/Dealership Name (Please Print)

03/29/2021

Date

Signature of NCSA Contract Administrator

Jason D. Bennett

Printed Name of NCSA Contract Administrator

March 29, 2021

Date

DocuSign Envelope ID: 53529F7A-5C4A-4786-98D4-E62D567F2E95

QUOTATION

Northwestern Emergency Vehicles

NWEV
Richard Hamby

Brunswick County EMS
3325 Old Ocean Highway
Boliva, NC 28422

Total - $266,479

Exp. Date: 01/02/2021
Quote No: 10454-0026

TYPE9:	17296-TPSX	Top Level - Silverado HD LWB X-Series
GENERAL:	GEN_INFO X	**********BID STANDARDS**********
CHASSIS:	CCK4500M1	******Silverado/CV515 MD 189 Chassis **********
CONVERSION:	172T9LWGX	172 x 96 LWB Silverado HD X-Series Conversion
BASE:	172T1LWBKX	172 x 95 LWB Silverado HD X Base Price

09/29/2021

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		== **********BID STANDARDS******** - 15.015 12/02/20 ==**	**1**	**AEV**	**0.00**	**0.00**
00-00-0107		|-- Order Date: Post July 1, 2019	1	AEV	0.00	0.00
00-00-0113	<	|-- Ambulance Built to Star Of Life KKK-A-1882-F Certification, Latest Revision	1	AEV	0.00	0.00
00-10-0015	S	Vehicle Quantity (2 Vehicles)	1	AEV	0.00	0.00
00-10-0017		Ford QVM, Qualified Vehicle Modifiers Program Member	1	AEV	0.00	0.00
00-10-0018		Product Liability Insurance	1	AEV	0.00	0.00
00-10-0019		Non-Discrimination and Equal Opportunity	1	AEV	0.00	0.00
00-10-0020		Drug Free Work Place	1	AEV	0.00	0.00
00-10-0023		Quality Management System ISO 9001(TM):2015 Registered	1	AEV	0.00	0.00
00-99-9000		Revision Level: 0 - Zero - ORIGINAL VERSION	1	AEV	0.00	0.00
		Aluminum Composite Cabinet Configuration	**1**	**AEV**	**0.00**	**0.00**
		== ******Silverado/CV515 MD 189 Chassis ******** - 15.015 12/02/20 ==**	**1**	**AEV**	**0.00**	**0.00**
01-1N-0000		Type I Medium Duty Modular Ambulance	1	AEV	0.00	0.00
01-AQ-1C4H	S <	2022 GM, CC5500 Silverado HD Diesel 4 x 2 DRW Reg Cab, 189" WB 108 CA , 6.6L	1	AEV	74248.00	74248.00
01-3G-C66F		|-- Engine: 6.6L DuraMax V-8 Turbo Diesel - C/K-series OEM B20 Diesel	1	AEV	0.00	0.00
01-3G-C74E		|-- Transmission:MH1 Allison Automatic 6-speed Heavy duty	1	AEV	0.00	0.00
01-3G-C822		|-- Rear Axle: 4.10 ratio, Limited slip Dana Spicer true trac, torque proportioning	1	AEV	0.00	0.00
01-3G-DIHH		|-- High Idle (Throttle): OEM thru Cruise Control	1	AEV	0.00	0.00
01-3G-GVW7		|-- GVWR (4x2): GVWR 19,500 pounds, FAWR = 7,000 , RAWR = 13,500	1	AEV	0.00	0.00
01-3G-K65D		|-- GM Option KHB Alternator: Dual 150 amp, and 220 amp Each OEM	1	AEV	0.00	0.00

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PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
01-3G-KA4C		|-- Engine Block Heater: OEM K05	1	AEV	0.00	0.00
01-3G-KAEB		|-- Exhaust Brake for diesel C/K series option K40 via OEM dash switch	1	AEV	0.00	0.00
01-3G-KAEM	<	|-- Exhaust Modification to extend and turn out past side of module curbside STD	1	AEV	0.00	0.00
01-3G-NH4A		|-- Fuel Tank: 40 Gallon, Single Rear of Rear Axle	1	AEV	0.00	0.00
01-3G-R1QH	<	|-- Tires and Wheels: All Season, LT225/70R19.5G White Steel Wheels	1	AEV	0.00	0.00
01-3G-R1R1		|-- Wheel Finish: Polished SS Simulators Front and Rear 19.5" 8 lug 4 hand hole std	1	AEV	0.00	0.00
01-3G-R2QH	<	|-- Spare Tire and Wheel: All Terrain, LT225/700R19.5G mounted on Black steel wheel	1	AEV	0.00	0.00
04-SU-19F2	<	|-- Rear Suspension signal kit 55/65 4x2 > Liquid spring OEM Installed	1	AEV	0.00	0.00
01-TT-0208	<	|-- ""DETAIL"" Liquid Rear Suspension Decal Install	1	AEV	0.00	0.00
04-SU-0601		|-- Kneeling Feature: Enable Switch Located in CAB console	1	AEV	0.00	0.00
04-SU-0610		|-- Kneeling Feature: Activated by TRAILING rear access door	1	AEV	0.00	0.00
01-3G-AU0A		|-- Cab Equipment: Keyless Remote	1	AEV	0.00	0.00
01-3G-DB6C		|-- Mirror: Exterior Elect/Heated Manual Folding with Extension	1	AEV	0.00	0.00
01-3G-DC01		|-- Vehicle window glass, deep-tinted.	1	AEV	0.00	0.00
01-3G-GF10		|-- Cab door handle exterior Chrome	1	AEV	0.00	0.00
01-3G-GFOD	<	|-- Deluxe Front Appearance Package: Tilt-hood chrome grille	1	AEV	0.00	0.00
01-3G-U202		|-- OEM Rear Backup camera, Black Displays into front Radio (Silverado)	1	AEV	0.00	0.00
01-3G-69IA		|-- Interior Trim, Very Dark Pewter	1	AEV	0.00	0.00
01-3G-69IB		|-- Interior cloth, Jet Black	1	AEV	0.00	0.00
01-3G-A18C		|-- Cab Seat Adj.....: Driver, Passenger, Manual Adjust	1	AEV	0.00	0.00
01-3G-A18O		|-- Cab Seat Belts; Orange Upgrade option 379	1	AEV	0.00	0.00
01-3G-DK01		|-- Option 5H1 Additional Chassis keys two, for four total	1	AEV	0.00	0.00
01-3G-U1CD		|-- Radio: Cab; Option IO5 AM/FM Stereo, 8" touch screen Aux Jack, Bluetooth USB std	1	AEV	0.00	0.00
12-PT-1500		|-- OEM Certified Idle System Stickers: On Front Cab Fenders	1	AEV	0.00	0.00
01-TP-0010		|-- Tire Pressure Monitoring System: None	1	AEV	0.00	0.00
01-FU-0150	<	Fuel Surcharge, M2-4500, Any-WB Chassis, Med Duty	1	AEV	61.00	61.00
		== 172 x 96 LWB Silverado HD X-Series Conversion - 15.015 12/02/20 ==	**1**	**AEV**	**0.00**	**0.00**
06-EA-01FD		Tire Valve Extensions, S/S Braided, PR, Dual Rear Wheel	1	AEV	82.00	82.00
		BODY Generation 9	**1**	**AEV**	**0.00**	**0.00**
02-00-0003	<	|-- ALL DIMENSIONS ON ORDER WILL HAVE A VARIABLE OF + OR - 1/4"	1	AEV	0.00	0.00

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PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
02-B2-XO96	S	Body, Mod: Type 1 LWB, 182" x 96" x 72" Interior HR - 6" Body Drop Silverado X	1	AEV	1020.00	1020.00
02-00-0006		|-- Headroom: 74/72" Finished Interior - Ducted A/C	1	AEV	0.00	0.00
02-00-0060		|-- Compartment and Entry door Full length Stainless Steel Hinges std	1	AEV	0.00	0.00
02-B0-CC01	<	|-- Compartment Construction: STANDARD, Unless Specified Otherwise	1	AEV	0.00	0.00
02-B0-SFL0	<	|-- Compt Floors: Sweep-out, even with bottom door jamb	1	AEV	0.00	0.00
02-B0-CC41		|-- Compartment floor thickness .125" standard	1	AEV	0.00	0.00
02-B0-CC18		|-- Compartment Ventilation - Flap style #VT-2495-A01, STD	1	AEV	0.00	0.00
02-B0-CEX2	S	|-- Curbside Entry Door (CSE): 78.813"H x 31.0"W X w/6" drop	1	AEV	0.00	0.00
02-B0-09B2		|-- C/S Door Check : Double Action Gas Shock	1	AEV	0.00	0.00
04-EA-09B1		|-- Door Swing Angle: Set to 90-100 degrees	1	AEV	0.00	0.00
02-B0-CERL	S <	|-- Curbside Entry Door (CSE) Location : Forward of M-7 Compartment	1	AEV	188.00	188.00
02-B1-SWX2	<	|-- Step Well, CURBSIDE Entry Door, 2-Step Embossed Diamond Plate	1	AEV	0.00	0.00
05-IL-09X1	<	|-- Light, Step Well: 3" Kinequip #4302S, Chrome, LED, STD	1	AEV	0.00	0.00
05-IL-09XN		|-- Light, Step Well #2 : NONE	1	AEV	0.00	0.00
02-BE-0005		|-- Entry Door Trimark Free Float Polished CNNC Finish STD	1	AEV	0.00	0.00
02-BC-0504		|-- Walk through, Cab Height, T1 Light Truck Dodge	1	AEV	768.00	768.00
02-BC-0700	<	|-- Cab Roof Support : 3/16" x 3" Steel Plate, Per Engineering Drawing	1	AEV	0.00	0.00
04-00-0900	<	|-- Threshold Transition Plate - Type I	1	AEV	0.00	0.00
02-BD-0120		|-- Body Drop: 6" Both Sides, Ahead of Rear Wheels	1	AEV	188.00	188.00
02-X1-M149	S	|-- M-1 Compt (LF): 67.5" H x 22.125" W x 20.0" D	1	AEV	0.00	0.00
02-B0-CC02	<	|-- Compartment Construction: STANDARD Diamond Plate	1	AEV	0.00	0.00
02-B0-CC08		|-- Compartment Door Panel: Diamond Plate	1	AEV	0.00	0.00
12-DC-GA10		|-- Compartment Finish: Diamond Plate Standard	1	AEV	0.00	0.00
02-B0-CC16		|-- Compartment Door Ventilation - small punched half-moon Louvered Door	1	AEV	0.00	0.00
02-B0-SWFL		|-- Compt Floor: Sweep-out, even with bottom door jamb.	1	AEV	0.00	0.00
02-B0-CC41		|-- Compartment floor thickness .125" standard	1	AEV	0.00	0.00
02-BC-10A5		|-- Compartment Door: SINGLE DOOR, Forward hinged 2-point Latch	1	AEV	0.00	0.00
02-B0-09B0		|-- Compt Door Check: Double Action Gas Shock	1	AEV	0.00	0.00
04-EA-09B1		|-- Door Swing Angle: Set to 90-100 degrees	1	AEV	0.00	0.00
02-BE-0010		|-- Compartment Left -Single Door Handle Trimark Polished 030-1875 STD	1	AEV	0.00	0.00
05-EL-40X1	<	|-- Light, Compt, LED, M-1 (LF): Intertek Model No ZY-156-LEDC, STD	1	AEV	0.00	0.00
08-B1-02LI		|-- Prep for 02 Lift: NONE	1	AEV	0.00	0.00
02-X1-M1AD		|-- M-1A Comp (LF Upper):72 HR, 17.56" H x 22.125" W x 20.0" D	1	AEV	0.00	0.00

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02-B0-CC02		<	|-- Compartment Construction: STANDARD Diamond Plate	1	AEV	0.00	0.00
02-B0-CC08			|-- Compartment Door Panel: Diamond Plate	1	AEV	0.00	0.00
12-DC-GA10			|-- Compartment Finish: Diamond Plate Standard	1	AEV	0.00	0.00
02-B0-CC1B			|-- Compartment Ventilation - M-1A Pancake Fan & 1-Column of Louvers	1	AEV	61.00	61.00
02-B0-SWFL			|-- Compt Floor: Sweep-out, even with bottom door jamb.	1	AEV	0.00	0.00
02-B0-CC41			|-- Compartment floor thickness .125" standard	1	AEV	0.00	0.00
02-BC-10A0			|-- Compartment Door: SINGLE DOOR, 1-point Latch	1	AEV	0.00	0.00
02-B0-09B0			|-- Compt Door Check: Double Action Gas Shock	1	AEV	0.00	0.00
04-EA-09B1			|-- Door Swing Angle: Set to 90-100 degrees	1	AEV	0.00	0.00
02-BE-0010			|-- Compartment Left -Single Door Handle Trimark Polished 030-1875 STD	1	AEV	0.00	0.00
05-EL-40XB		<	|-- Light, Compt, LED, M-1A (LF Upper): Intertek Model No ZY-156-LEDC, STD	1	AEV	0.00	0.00
02-X1-M278	S		|-- M-2 Compt (LFM): 40.5" H x 49.875" W x 20.0" D	1	AEV	0.00	0.00
02-B0-CC02		<	|-- Compartment Construction: STANDARD Diamond Plate	1	AEV	0.00	0.00
02-B0-CC08			|-- Compartment Door Panel: Diamond Plate	1	AEV	0.00	0.00
12-DC-GA10			|-- Compartment Finish: Diamond Plate Standard	1	AEV	0.00	0.00
02-B0-SWFL			|-- Compt Floor: Sweep-out, even with bottom door jamb.	1	AEV	0.00	0.00
02-B0-CC41			|-- Compartment floor thickness .125" standard	1	AEV	0.00	0.00
02-B1-BION			|-- Bio-Waste None;	1	AEV	0.00	0.00
02-B1-ELEH		<	|-- Electrical Compartment : Circuit Board Storage relocated to cabinet H	1	AEV	0.00	0.00
02-BC-10D0			|-- Doors, Compartment, DOUBLE DOORS (std)	1	AEV	0.00	0.00
02-B0-09B0			|-- Compt Door Check: Double Action Gas Shock	1	AEV	0.00	0.00
04-EA-09B1			|-- Door Swing Angle: Set to 90-100 degrees	1	AEV	0.00	0.00
05-EL-40X2		<	|-- Lights, (2) Compartment: Kinequip #KSLC8 8", Strip Light, M-2, STD	1	AEV	0.00	0.00
05-HB-1330		<	|-- Condenser, 12V: Pro -Air Dual Fan, FRKG 126 Front of Body over Cab Incl. W/ HWP	1	AEV	0.00	0.00
04-HA-1310		<	|-- ARCTIC WEDGE Front of Body	1	AEV	1397.00	1397.00
04-HA-1362			|-- Warning LIghts installed on Condenser cover COOL BAR Sticker REQUIRED	1	AEV	0.00	0.00
12-B0-0002			|-- Painted Part- Painted White YZ Std	1	AEV	0.00	0.00
06-RR-13Z0			|-- Standard Conduit: 1-1/2"", with pull wire	1	AEV	0.00	0.00
06-RR-13O4	S		|-- CONDUIT ORIGINATION POINT: M-1A compartment	1	AEV	0.00	0.00
06-RR-13T3			|-- CONDUIT TERMINATION POINT: Behind A/A Board (Panel)	1	AEV	0.00	0.00
06-RR-13Z1			|-- Conduit #2 1-1/2"" diameter, with pull wire, Type 1 units Std	1	AEV	0.00	0.00
06-RR-13O1			|-- CONDUIT ORIGINATION POINT: Electrical Circuit board cabinet	1	AEV	0.00	0.00
06-RR-13T2			|-- CONDUIT TERMINATION POINT: Behind Driver's seat	1	AEV	0.00	0.00
02-X1-M377	S		|-- M-3 Compt (LR): 25" H x 36" W x 20.0" D	1	AEV	0.00	0.00
02-B0-CC02		<	|-- Compartment Construction: STANDARD Diamond Plate	1	AEV	0.00	0.00

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PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
02-B0-CC08		|-- Compartment Door Panel: Diamond Plate	1	AEV	0.00	0.00
12-DC-GA10		|-- Compartment Finish: Diamond Plate Standard	1	AEV	0.00	0.00
02-B0-SWFL		|-- Compt Floor: Sweep-out, even with bottom door jamb.	1	AEV	0.00	0.00
02-B0-CC41		|-- Compartment floor thickness .125" standard	1	AEV	0.00	0.00
02-BC-1000		|-- Compartment Doors: DOUBLE DOORS, ILOS single	1	AEV	242.00	242.00
02-B0-09B0		|-- Compt Door Check: Double Action Gas Shock	1	AEV	0.00	0.00
04-EA-09B1		|-- Door Swing Angle: Set to 90-100 degrees	1	AEV	0.00	0.00
02-BE-0010		|-- Compartment Left -Single Door Handle Trimark Polished 030-1875 STD	1	AEV	0.00	0.00
05-EL-40X3	<	|-- Light, Compt, LED, M-3 (LR): Intertek Model No ZY-156-LEDC, STD	1	AEV	0.00	0.00
02-X1-M574	S	|-- M-5 Compt (RR): 72 HR, 82.812" H x 22.75" W x 21.5" D	1	AEV	0.00	0.00
02-B0-CC02	<	|-- Compartment Construction: STANDARD Diamond Plate	1	AEV	0.00	0.00
02-B0-CC08		|-- Compartment Door Panel: Diamond Plate	1	AEV	0.00	0.00
12-DC-GA10		|-- Compartment Finish: Diamond Plate Standard	1	AEV	0.00	0.00
02-B0-CC12	<	|-- Compartment Ventilation - Compartment Ceiling O O O O	1	AEV	0.00	0.00
02-B0-CC16		|-- Compartment Door Ventilation - small punched half-moon Louvered Door	1	AEV	0.00	0.00
02-B0-SWFL		|-- Compt Floor: Sweep-out, even with bottom door jamb.	1	AEV	0.00	0.00
02-B0-CC41		|-- Compartment floor thickness .125" standard	1	AEV	0.00	0.00
02-BC-10A5		|-- Compartment Door: SINGLE DOOR, Forward hinged 2-point Latch	1	AEV	0.00	0.00
02-B0-09B0		|-- Compt Door Check: Double Action Gas Shock	1	AEV	0.00	0.00
04-EA-09B1		|-- Door Swing Angle: Set to 90-100 degrees	1	AEV	0.00	0.00
02-BE-0020		|-- Compartment Right -Single Door Handle Trimark Polished 030-1875 STD	1	AEV	0.00	0.00
04-TS-14M3		|-- M-5 Divider, Vertical, Full compartment height, alum, Fixed	1	AEV	124.00	124.00
04-TS-1200		|-- M-5 Shelf, Adjustable, Ext: .125 Aluminum, Partial Width 2" lips upward	1	AEV	67.00	67.00
04-TS-4010		|-- Shelf Bracket: CPI 90 Deg with Slotted Holes	1	AEV	0.00	0.00
04-TS-STR1	<	|-- Strap: 2" Webb Seatbelt buckle chrome footman loops	1	AEV	0.00	0.00
04-TS-STR2		|-- 2" Footman Loops: Locate back from jamb	1	AEV	0.00	0.00
05-EL-40X5	<	|-- Light, Compt, LED, M-5 (RR): Intertek Model No ZY-156-LEDC, STD	1	AEV	0.00	0.00
02-X1-M675	S	|-- M-6 Battery Drawer (RRFwd): 16.1" H x 18" W x 21" D	1	AEV	0.00	0.00
02-B0-CC02	<	|-- Compartment Construction: STANDARD Diamond Plate	1	AEV	0.00	0.00
02-B0-CC08		|-- Compartment Door Panel: Diamond Plate	1	AEV	0.00	0.00
12-DC-GA10		|-- Compartment Finish: Diamond Plate Standard	1	AEV	0.00	0.00
02-BC-10E0		|-- Drawer Front: 2-point latch	1	AEV	0.00	0.00
02-BE-0020		|-- Compartment Right -Single Door Handle Trimark Polished 030-1875 STD	1	AEV	0.00	0.00
02-X1-M763	S	|-- M-7 Compt (RF): 72 HR, 46 H x 36.625" W,	1	AEV	0.00	0.00

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02-BC-10A5		|-- Compartment Door: SINGLE DOOR, Forward hinged 2-point Latch	1	AEV	0.00	0.00
02-B0-09B0		|-- Compt Door Check: Double Action Gas Shock	1	AEV	0.00	0.00
04-EA-09B1		|-- Door Swing Angle: Set to 90-100 degrees	1	AEV	0.00	0.00
05-EL-40M7		|-- Light, Compt, M-7 (RF): NONE	1	AEV	0.00	0.00
02-X1-RA02		|-- Rear Access Doors: 46.75" Wide x 60.625" High	1	AEV	0.00	0.00
02-BE-0070		|-- Rear Entry Doors Trimark Free Float Polished CNNC Finish STD	1	AEV	0.00	0.00
09-IN-3STX	<	|-- Insulation: All Module Doors, 2" Black Foam, X-Series units	1	AEV	0.00	0.00
09-IN-3STY	<	|-- Insulation: All Module Doors, Black Sound Proofing, X-Series units	1	AEV	0.00	0.00
		WELDING - CELL 1	**1**	**AEV**	**0.00**	**0.00**
04-00-0001			1	AEV	0.00	0.00
04-BP-X146		BODY PROTECTION AND TRIM PACKAGE: Silverado X-Series Units	1	AEV	0.00	0.00
04-AS-0370		|-- Wire/Hose Cover : Diamond Plate, Between Cab & Module	1	AEV	0.00	0.00
04-AS-06A0		|-- Fuel Fill: CPI C1045, Open Housing, Polished Bezel - (Std)	1	AEV	0.00	0.00
04-BW-ABY1	<	|-- Bumper, Rear: X-Series 1/9 96" Wide w/ Embossed D/P Pontoon Covers	1	AEV	0.00	0.00
04-BW-FLIW	<	|-- Step, Center:2" x 9" Bar Grate, flip-up, recessed	1	AEV	0.00	0.00
04-EA-1306		|-- Dock Bumpers: Rubber D-Shape, 4" H x 18" W x 4" Thick X -series	1	AEV	0.00	0.00
04-BW-AF19		|-- Fenders, Rear: Polished Aluminum	1	AEV	0.00	0.00
04-BW-DN00		|-- Corner Caps "X Series:	1	AEV	0.00	0.00
04-BW-DN23	<	|-- Front Corner Caps: 24.0" High, Alum Diamond Plate	1	AEV	0.00	0.00
04-BW-DN33	<	|-- Rear Corner Caps: 24" High, Polished Diamond Plate, X-Series	1	AEV	0.00	0.00
04-BW-DP1J	<	|-- Rear Kick Plate: Custom ADP, X-style, Off set license 96" T1 Laser BRUNSWICK	1	AEV	891.00	891.00
04-AS-0502		|-- License Plate Holder: Surface Mount, Peterson Model 436B	1	AEV	15.00	15.00
04-AS-0522	XS <	|-- Location, Passenger's Side	1	AEV	0.00	0.00
05-EL-44XL	<	|-- Rear Flip up Step Lights, (2), Kinequip LED Strip light #KFL-SLC8	1	AEV	0.00	0.00
04-BW-DP93	<	|-- Front Stone Guards: 24.0" High, Alum Diamond Plate	1	AEV	0.00	0.00
04-BW-DPY9	<	|-- Skirt Rails: Polished D/P, w/ 12-inch LED Lights, X-series >>	1	AEV	0.00	0.00
05-EL-SKXB	<	|-- Skirt rail Lights, Front Pair 12" LED	1	AEV	0.00	0.00
05-EL-SKV0	<	|-- (2) Skirt rail LED Strip Lights, Red/White 12" X-series	1	AEV	0.00	0.00
05-EL-SKXC	<	|-- Skirt rail Lights, Middle Pair 12" LED	1	AEV	0.00	0.00
05-EL-SKV0	<	|-- (2) Skirt rail LED Strip Lights, Red/White 12" X-series	1	AEV	0.00	0.00
05-EL-SKXD	<	|-- Skirt rail Lights, Rear Pair 12"-LED	1	AEV	0.00	0.00
05-EL-SKV0	<	|-- (2) Skirt rail LED Strip Lights, Red/White 12" X-series	1	AEV	0.00	0.00
05-EL-SKZ1		|-- Skirt rail Lights Switched: Separate Switch in the Cab console	1	AEV	0.00	0.00
05-EL-SLHX	<	|-- LED Ground Lights: (6) Kinequip White 12" -LED lights, In Skirt rails x	1	AEV	0.00	0.00

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05-EL-SLGY	S	<	|-- LED Ground Lights Switched:	1	AEV	0.00	0.00
04-EA-09A0			|-- (2) Rear Door Hold Opens: Grabber Style, 1 on each door	1	AEV	0.00	0.00
04-ZZ-ZZZZ			|--	1	AEV	0.00	0.00
04-EA-14C7			|-- Running Boards, DP, w/ bar grate insert X series Type Reg cab CK45/55/65 STD	1	AEV	0.00	0.00
04-EA-1122			|-- Mud Flaps Front: Modular, Rubber with AEV/Rev Logo std	1	AEV	0.00	0.00
04-EA-1132			|-- Mud Flaps Rear: Modular, Rubber AEV LOGO	1	AEV	0.00	0.00
05-EL-3904		<	|-- Lights, Cab Step: 2" White LED, chrome flange mounted in box front, Whelen	1	AEV	142.00	142.00
			EXTERIOR LIGHTING / HEAT/AC / INSULATIOI - CELL 2	**1**	**AEV**	**0.00**	**0.00**
05-00-0001				1	AEV	0.00	0.00
05-EL-1800			CORNER CAP LED ICC/WARNING LIGHTS	1	AEV	0.00	0.00
05-EL-18F0			|-- Front Corner Cap LED ICC/Warning Lights: Warnings RED/WHITE	1	AEV	0.00	0.00
05-EL-18F1		<	|-- Front Center ICC Lts: (3) AMBER Kinequip LED No 112401A,	1	AEV	0.00	0.00
05-EL-18FH			|-- Front ICC Lt Guards: NONE	1	AEV	0.00	0.00
05-EL-18R5			|-- Rear Corner Cap LED ICC/Warning Lights: Warnings RED/AMBER	1	AEV	0.00	0.00
05-EL-18R1		<	|-- Rear Center ICC Lts: (3) RED Kinequip LED No 112401R	1	AEV	0.00	0.00
05-EL-18RH			|-- Rear ICC Lt Guards: NONE	1	AEV	0.00	0.00
06-SW-CC01			|-- ICC Warning Lights Switched: Primary Only	1	AEV	0.00	0.00
05-EL-2503		<	LED Lights, Patient on Board, X-Series Units	1	AEV	0.00	0.00
05-EL-252C			|-- Red/White LED POB Light, Kinequip Each, X-Series Units	11	AEV	0.00	0.00
05-EL-256X			|-- Lights Switched with Entry Door Switch	1	AEV	0.00	0.00
05-EL-258X			Underbody Ground Lights : NONE	1	AEV	0.00	0.00
05-EL-42XX			TAIL LIGHTS	1	AEV	0.00	0.00
05-EL-23X2			|-- Tail Lights, Whelen LED Combinations , STD, X-Series	1	AEV	0.00	0.00
05-EL-19MO		<	|-- Side Marker Lights: (2) RED Kinequip LED No 112401RD	1	AEV	0.00	0.00
05-EL-2414	S	<	|-- Whelen M6 Series, Tail Lights	1	AEV	0.00	0.00
05-EL-2420			|-- Stop/Tail, Whelen M6 Series, LED, Pair	1	AEV	240.00	240.00
05-EL-2426			|-- Turn, Whelen M6 Series, LED, Pair	1	AEV	213.00	213.00
05-EL-2432			|-- Back up, Whelen M6 Series, LED, Pair	1	AEV	311.00	311.00
05-PH-LF24			|-- M6 Series Flange, Chrome Plated, Std: Three Pair	1	AEV	0.00	0.00
06-ZZ-ZZZZ			|--	1	AEV	0.00	0.00
05-EL-43DL			Third (3rd) Brake Light: NONE	1	AEV	0.00	0.00
05-EL-4586			SCENE/FLOOD LIGHTS (LED-M9 Combination, as part of warning lights)	1	AEV	0.00	0.00
05-EL-45L1			|-- Left Scene Lights: As part of combination Warning light assembly	1	AEV	0.00	0.00
06-EL-18LF			|-- Left Flood Activate: Left Flood Switch	1	AEV	0.00	0.00
05-EL-45T1			|-- Right Scene Lights: As part of combination Warning light assembly	1	AEV	0.00	0.00
06-EL-18RT			|-- Right Flood Activate: Right Flood Switch and open CSE Door	1	AEV	0.00	0.00
05-EL-46O6			|-- Rear Load Lights: As part of combination Warning light assembly	1	AEV	0.00	0.00

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06-EL-18RE			|-- Activate: Rear Flood Switch, Reverse and Lead RA Door	1	AEV	0.00	0.00
05-HA-0654	XS	<	Secondary Heat/AC: Danhard 125VAC System, 50-3000	1	AEV	3518.00	3518.00
05-HA-065J		<	|-- Danhard Digital Thermostat remote mounted included	1	AEV	0.00	0.00
05-HA-065L			|-- Danhard Compressor/ Condensor Mounted Underbody Forward of Axle	1	AEV	0.00	0.00
05-HA-1501			Espar Heater System: None	1	AEV	0.00	0.00
05-HB-10XS			HVAC: PR-OAIR Hepa-Max Med Duty, Duct in Ceiling, Above Walk-Thru MED Duty	1	AEV	0.00	0.00
05-HA-0406			|-- Water Pump: Installed required	1	AEV	0.00	0.00
05-HA-070X			|-- FILTER, Return Air: HEPA	1	AEV	0.00	0.00
05-HA-10C6			|-- AC COMPRESSOR: Secondary OEM engine compressor	1	AEV	0.00	0.00
05-HA-14A0			|-- Side Plenum Grille, Return Air: Stamped Powder Coated Steel	1	AEV	0.00	0.00
05-HA-14R0		<	|-- Hella Relay Connector: Installed	1	AEV	0.00	0.00
05-HA-15A0			|-- Ducted AC Delivery: insulated & foil wrapped, 10 registers	1	AEV	0.00	0.00
05-HB-14M2			|-- AC secondary compressor manifold PRO-AIR M-2& others	1	AEV	0.00	0.00
05-HB-14QX			|-- AC Evaporator: Pro-Air MAXX w/ dual fans	1	AEV	0.00	0.00
05-HA-1101			|-- Condensation Drain Pan: Internal ABS	1	AEV	0.00	0.00
05-HA-1404			|-- Heater Hoses: EPDM - Nomex Rubber (per Ford QVM)	1	AEV	0.00	0.00
05-HA-1405			|-- AC Hoses: Carrier "Quick Click" hose and fitting system	1	AEV	0.00	0.00
05-HA-14A0			|-- Side Plenum Grille, Return Air: Stamped Powder Coated Steel	1	AEV	0.00	0.00
05-HA-14B1			|-- Filter, Washable Carbon Pre-Filter	1	AEV	0.00	0.00
10-HA-0501		<	|-- Thermostat, Rear A/C, Automatic Pro-Air Mini-Digital	1	AEV	198.00	198.00
05-IL-00X1			Ceiling Panels; white Aluminum Composite (2) piece X series	1	AEV	0.00	0.00
05-IL-01XR		<	|-- Dome Lts, LED "LIGHT RAIL" system	1	AEV	0.00	0.00
06-EC-0903			|-- Timer, Electronic 5 minute with double momentary switch	1	AEV	99.00	99.00
06-EC-09P1			|-- Timer to Power: Street side DOMES, High intensity	1	AEV	0.00	0.00
26-EC-0803			|-- Location: On the C/S wall, Head of S/B	1	AEV	0.00	0.00
09-MH-08A1			|-- IV Hook No 1: Hook 07 w/ Velcro bag stabilizer - STD	1	AEV	0.00	0.00
09-MH-08P3			|-- LOCATION: Over Knee/Waist area, primary patient on COT	1	AEV	0.00	0.00
09-MH-08A2			|-- IV Hook No 2: Hook 07 w/ Velcro bag stabilizer - STD	1	AEV	0.00	0.00
09-MH-08P2			|-- LOCATION: Over head/chest area, secondary patient on S/B	1	AEV	0.00	0.00
09-MH-2AC5		<	|-- Recessed C/S Grab Rail, ceiling: 1.25 Dia..... 3 pt, 72in, Gray Anti microbial	1	AEV	0.00	0.00
09-MH-2ASX		<	|-- Recessed S/S Grab Rail, ceiling: 1.25 Dia..... S/S, 3 pt, 72in, Gray X-series	1	AEV	0.00	0.00
			Insulation PKG: X-Series units	**1**	**AEV**	**0.00**	**0.00**
05-IN-3STX		<	|-- Insulation: All Module Doors, 2" Black Foam, X-Series units	1	AEV	0.00	0.00
05-IN-3STY		<	|-- Insulation: All Module Doors, Black Sound Proofing, X-Series units	1	AEV	0.00	0.00

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05-IN-4ST9		|-- Insulation Sound Deadening: Generation 9 Floor	1	AEV	0.00	0.00
05-IN-5STX	<	|-- Insulation: Walls/Ceiling, 1" Black Foam, X-Series units	1	AEV	0.00	0.00
05-IN-6STX	<	|-- Stepwell Insulation: Urethane Froth Insulation, STD X-Series units	1	AEV	0.00	0.00
05-IN-6SXS	<	|-- Black Sound Proofing, Doors & Select Walls, X-Series units	1	AEV	0.00	0.00
05-IN-6SXT	<	|-- Insulation: Circumferential PKG, 1LEF Reflective, X-Series units	1	AEV	0.00	0.00
05-LB-6100	<	|-- Light Bar Alternative, (4) Across Front, 92" or wider	1	AEV	0.00	0.00
05-LB-6240		|-- Front of Module M Series LED System - 92" and wider	1	AEV	0.00	0.00
05-LB-6615		|-- Whelen M9, (2) Lights Color A, (2) Lights color B IATS	1	AEV	0.00	0.00
05-PM-LT03		|-- Light: Whelen M9, LED, WHITE LED/CLEAR Lens, Programmable iats	2	AEV	267.00	534.00
05-PH-LF10		|-- M9 Series Flange, Chrome Plated, Std. Each	2	AEV	0.00	0.00
25-PH-LT84		|-- LED Lights: Programmable, Single Light	2	AEV	9.00	18.00
05-PM-LT05		|-- Light: Whelen M9, LED, RED LED/CLEAR Lens, Programmable iats	2	AEV	267.00	534.00
05-PH-LF10		|-- M9 Series Flange, Chrome Plated, Std. Each	2	AEV	0.00	0.00
25-PH-LT84		|-- LED Lights: Programmable, Single Light	2	AEV	9.00	18.00
05-LB-6900		|-- Alternative Lightbar Switching, Prim/Sec	1	AEV	0.00	0.00
05-PA-LB0B		|-- Rear Light Bar: NONE	1	AEV	0.00	0.00
05-SY-LTML		M SERIES LED WARNING LT SYSTEM - Sivlerado HD	1	AEV	0.00	0.00
05-FS-0712		|-- Flasher: None, All M Series LED's Are Programmable	1	AEV	0.00	0.00
05-FS-10P4		|-- Flash Pattern: None, Internal Light Head Flasher	1	AEV	0.00	0.00
06-SW-PS01		|-- Warning Light SWITCH: center console, Primary / Secondary	1	AEV	0.00	0.00
05-PL-LT02		|-- (2) Grille Lights: Whelen M-2, ILOS	1	AEV	0.00	0.00
05-PH-LS0T		|-- Flanges: (2) Chrome, M2 Lights	1	AEV	0.00	0.00
05-PH-LT1C		|-- Lights: (2) Whelen M2, (2), RED/WHITE LED, CLEAR Lens	1	AEV	161.00	161.00
05-PS-LZ02		|-- Additional Grille Lights: NONE	1	AEV	0.00	0.00
05-PM-LE09		|-- (2) Intersection Lights: Whelen M2 Series, LED	1	AEV	0.00	0.00
05-PM-LN09		|-- Flanges,(2) Chrome : Intersection M2	1	AEV	0.00	0.00
05-PM-LRCJ	<	|-- Light: Whelen M2, LED, WHITE/RED LED/CLEAR Lens pair Programmable ILOS	1	AEV	272.00	272.00
05-PM-LF70		|-- (1) Center Front Body Light: Whelen M9 Series, LED	1	AEV	0.00	0.00
05-PH-LF10		|-- M9 Series Flange, Chrome Plated, Std. Each	1	AEV	0.00	0.00
05-PM-LRK1		|-- Light: Whelen M9, LED, WHITE LED/CLEAR Lens, Programmable ea ilos	1	AEV	281.00	281.00
25-PH-LT84		|-- LED Lights: Programmable, Single Light	1	AEV	9.00	9.00
05-PM-LG70		|-- (2) Outer Front Body Lights: Whelen M9 Series, LED	1	AEV	0.00	0.00

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05-PH-LF12		|-- M9 Series Flange Chrome Plated, Std: Pair	1	AEV	0.00	0.00
05-PM-LRK3		|-- Light: Whelen M9, LED, RED LED/CLEAR Lens, Programmable ILOS	2	AEV	281.00	562.00
25-PH-LT84		|-- LED Lights: Programmable, Single Light	2	AEV	9.00	18.00
05-PM-LH70		|-- (4) Upper Side Body Lights: Whelen M9 Series, LED	1	AEV	0.00	0.00
05-PH-LF14		|-- M9 Series Flange, Chrome Plated, Std: Two Pair	1	AEV	0.00	0.00
05-PM-LRK3		|-- Light: Whelen M9, LED, RED LED/CLEAR Lens, Programmable ILOS	4	AEV	281.00	1124.00
25-PH-LT84		|-- LED Lights: Programmable, Single Light	4	AEV	9.00	36.00
05-PM-LH72		|-- (4) Upper Side Body Lights: Whelen M9V2 Combination Series, LED	1	AEV	0.00	0.00
05-PH-LF14		|-- M9 Series Flange, Chrome Plated, Std: Two Pair	1	AEV	0.00	0.00
05-PL-LXNM	<	|-- Light: Whelen M9V2RC Scene/Warning Combo V-Series Red Light W/ Clear Lens ILOS	4	AEV	553.00	2212.00
05-PH-LF10		|-- M9 Series Flange, Chrome Plated, Std. Each	4	AEV	0.00	0.00
05-PM-LI50		|-- (2) Rear Intersection Lights: Whelen M7 Series, LED	1	AEV	66.00	66.00
05-PH-LF22		|-- M7 Series Flange, Chrome Plated, Std: Each	2	AEV	0.00	0.00
05-PM-LR24		|-- LED M7 Red - Pair	1	AEV	0.00	0.00
05-PM-LRA3		|-- Light, Whelen LED M7 Red LED/Clear Lens - Programmable	2	AEV	128.00	256.00
25-PH-LT84		|-- LED Lights: Programmable, Single Light	2	AEV	9.00	18.00
05-PM-LJ30		|-- (2) Outer Rear Body Lights: Whelen M6 Series, LED	1	AEV	0.00	0.00
05-PH-LF20		|-- M6 Series Flange, Chrome Plated, Std: Each	2	AEV	0.00	0.00
05-PM-LRG3		|-- Light: Whelen M6, LED, RED LED/CLEAR Lens, Programmable	2	AEV	0.00	0.00
25-PH-LT84		|-- LED Lights: Programmable, Single Light	2	AEV	9.00	18.00
05-PM-LK00		|-- Additional Rear Warning Lights: NONE	1	AEV	0.00	0.00
05-PM-LL30	S	|-- (3) Center Rear Body Lights: Whelen M6V2A Scene/Warning Combo V-Series ILOS	1	AEV	0.00	0.00
05-PH-LF20		|-- M6 Series Flange, Chrome Plated, Std: Each	1	AEV	0.00	0.00
05-PL-LXN1		|-- Light: Whelen M6V2A V-Series Amber Light W/ Clear Lens: Installed	3	AEV	588.00	1764.00
05-PN-KPM0		|-- Additional Kick Plate Lts, On Rear : NONE	1	AEV	0.00	0.00
05-PZ-09B4		|-- LED Program Switch : NONE	1	AEV	0.00	0.00
		Module Rear Chevron Warning Light Systems	**1**	**AEV**	**0.00**	**0.00**
05-Q0-0010		|-- Rear Chevron Warning Top Pair 1	1	AEV	0.00	0.00
05-Q0-0100	<	|-- Red LED Whelen PSR01FCR, clear lens Strip light plus solo	2	AEV	183.00	366.00
05-Q0-0135		|-- Install Whelen Strip Lite Plus Optional Chrome Flange	2	AEV	40.00	80.00
05-Q0-0012		|-- Rear Chevron Warning Pair 2	1	AEV	0.00	0.00
05-Q0-0130		|-- Amber LED Whelen PSA01FCR, Clear lens Strip light Plus Solo	2	AEV	183.00	366.00
05-Q0-0135		|-- Install Whelen Strip Lite Plus Optional Chrome Flange	2	AEV	40.00	80.00
05-Q0-0014		|-- Rear Chevron Warning Middle Pair 3	1	AEV	0.00	0.00
05-Q0-0100	<	|-- Red LED Whelen PSR01FCR, clear lens Strip light plus solo	2	AEV	183.00	366.00
05-Q0-0135		|-- Install Whelen Strip Lite Plus Optional Chrome Flange	2	AEV	40.00	80.00
05-Q0-0016		|-- Rear Chevron Warning Pair 4	1	AEV	0.00	0.00
05-Q0-0130		|-- Amber LED Whelen PSA01FCR, Clear lens Strip light Plus Solo	2	AEV	183.00	366.00
05-Q0-0135		|-- Install Whelen Strip Lite Plus Optional Chrome Flange	2	AEV	40.00	80.00

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05-Q0-0018			|-- Rear Chevron Warning Bottom Pair 5	1	AEV	0.00	0.00
05-Q0-0100		<	|-- Red LED Whelen PSR01FCR, clear lens Strip light plus solo	2	AEV	183.00	366.00
05-Q0-0135			|-- Install Whelen Strip Lite Plus Optional Chrome Flange	2	AEV	40.00	80.00
05-Q0-0300	XS	<	|-- Chevron Rear Amber Turn Signal Option.	1	AEV	120.00	120.00
05-Q0-0315	S	<	|-- Brake Light Override: Wire into rear warning lights above	1	AEV	148.00	148.00
06-EL-2501	S	<	|-- Override Function: During ALL modes of operation	1	AEV	0.00	0.00
05-ZZ-ZZZZ				1	AEV	0.00	0.00
			ELECTRICAL - CELL 3	**1**	**AEV**	**0.00**	**0.00**
06-00-0005	S	<	|-- Customer Supplied Part(s) : Yes See account	1	AEV	200.00	200.00
06-00-0055		<	Tremco Ignition Security Kit -Silverado HD 4500 + Diesel	1	AEV	210.00	210.00
06-AL-4900		<	|-- Cab Spot Light: None	1	AEV	0.00	0.00
06-AM-SAHN			|-- AEV Traumahawk Telematics Declined, Not required	1	AEV	-1300.00	-1300.00
06-BA-3F4K			Batteries: 2 - Battery System - Silverado HD 4500/5500/6500	1	AEV	0.00	0.00
06-BA-3FD7		<	|-- Battery Make: (2) Random Make, Min OEM 1100 CCA/HR	1	AEV	0.00	0.00
06-BA-3FN2	S		|-- Batt Loc: (T1) All Batteries M-6	1	AEV	0.00	0.00
06-BA-Q632		<	|-- Battery Switch: Cole Hersee 2484-16 Paddle, Medium Duty, center console	1	AEV	0.00	0.00
06-BA-3FW4			|-- Batteries Wired: Parallel for higher amperage	1	AEV	0.00	0.00
06-DA-DOM0			Dash Light : NONE	1	AEV	0.00	0.00
06-EC-056X			POWER Door Locks: Module Doors, X-Series Units	1	AEV	0.00	0.00
06-EC-0506		<	|-- Door Locks, Tied into OEM System X series	1	AEV	0.00	0.00
06-EC-0512		<	|-- OEM Key Fob: Included w/Chassis Unlock Mod Doors	1	AEV	0.00	0.00
06-EC-05B9			|-- Door Lock Switches : Integrated in Interior Entry door Handles -x	1	AEV	0.00	0.00
06-EC-05M0			|-- ONLY the following doors shall have power door locks:	1	AEV	0.00	0.00
06-EC-05X0			|-- Electric Door Lock: (M-1A) Upper Left Front Compartment,	1	AEV	0.00	0.00
06-EC-05X1			|-- Electric Door Lock: (M-1) Left Front Compartment	1	AEV	0.00	0.00
06-EC-05X2			|-- Electric Door Lock: (M-2) Left Middle Compartment	1	AEV	0.00	0.00
06-EC-05X4			|-- Electric Door Lock: (M-3) Left Rear Compartment	1	AEV	0.00	0.00
06-EC-05X6			|-- Electric Door Lock: Rear Access Doors	1	AEV	0.00	0.00
06-EC-05X7			|-- Electric Door Lock: (M-5) Right Rear Compartment	1	AEV	0.00	0.00
06-EC-05XA			|-- Electric Door Lock: Curbside Access Door	1	AEV	0.00	0.00
06-EC-05XB			|-- Electric Door Lock: (M-7) Right Front Compt	1	AEV	0.00	0.00
06-EC-081X		<	|-- Remote Keypad #1: Installed, Horizontal X-Series Units	1	AEV	0.00	0.00
06-EC-0816			|-- Location: By Curbside Door	1	AEV	0.00	0.00
06-EC-3028			Chevy Silverado HD Rearview Camera Installed, Module body	1	AEV	0.00	0.00

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06-EC-31C8	<	ASA Mirror Monitor 7" diagonal LCD up to 3 inputs with speaker	1	AEV	421.00	421.00
06-EC-31FW	<	Patient Area Bullet Camera: Voyager VCCYL37	1	AEV	263.00	263.00
06-EC-31I2		|-- Camera Mounted Toward: Rear (Faces Forward)	1	AEV	0.00	0.00
06-EC-3517		Circuit Board: RMR Rail System, W/ LED Diagram - Silverado Medium Duty HD std	1	AEV	0.00	0.00
06-EC-CB03		|-- Circuit Protection, 12V: Blade Breaker - Manual-reset	1	AEV	0.00	0.00
06-RR-23F1		|-- Ind Light Flasher: Thru 14S Flasher Unit	1	AEV	0.00	0.00
06-RR-2406	S	|-- Type I - CAB Composite Console: Pass Thru - 14" OAW std Silverado design	1	AEV	0.00	0.00
06-RR-2315		|-- Type 1 LED Rocker Switches Front and Rear Switch Panels Standard	1	AEV	0.00	0.00
06-EC-3572		|-- Master Switch: Front and Action Area	1	AEV	182.00	182.00
06-MC-0810		|-- Smart Volt Meter: (1) Kinequip 8.0 thru 16.0 Volts, Digital w Low voltage buzze	1	AEV	0.00	0.00
06-RR-23A1		|-- Engraved LOGO: AEV TraumaHawk	1	AEV	0.00	0.00
06-RR-23I1		|-- Indicator Light: Halogen AMBER "Compt Open" light	1	AEV	0.00	0.00
06-RR-23I2		|-- Flashing light: Activate w/ ANY compartment door switch.	1	AEV	0.00	0.00
06-RR-23I3		|-- Indicator Light: halogen GREEN "AMB PWR" light	1	AEV	0.00	0.00
06-RR-23I4		|-- Steady burn light: Activate with Conversion power switch	1	AEV	0.00	0.00
06-RR-23I5		|-- Indicator Light: Halogen RED "Door Ajar" light	1	AEV	0.00	0.00
06-RR-23I6		|-- Flashing light: Activate w/ ANY Mod entry door switch.	1	AEV	0.00	0.00
06-RR-23J3		|-- Door/Compartment Ajar Buzzer: None	1	AEV	0.00	0.00
06-RR-23L0		|-- Illumination strip LED for Front and rear switch panels 12v	1	AEV	0.00	0.00
06-RR-2350	S	|-- 2ND PATIENT AREA SWITCH PANEL RMR SYSTEM INSTALLED > IATS <	1	AEV	888.00	888.00
06-RR-2360	<	|-- 2nd Switch panel RMR system mounted Curbside in padded angled box	1	AEV	50.00	50.00
10-HA-030K	<	|-- Thermostat, Rear A/C, Digital, Kinequip ILOS	1	AEV	79.00	79.00
10-HA-LOC2	S	|-- Install location Curbside	1	AEV	0.00	0.00
07-RR-24A0		|-- Console Finish: Black, Textured "Easy Grip"	1	AEV	0.00	0.00
06-EC-4300		Back-up Alarm: Standard 102DB	1	AEV	0.00	0.00
06-EC-GR01		Ground Straps, Module to Frame: (Qty 4) Braided	1	AEV	0.00	0.00
06-IG-0250		Inverter : Vanner LIFESINE 1100 Pure Sine Wave, w 55watt 3 stage charger	1	AEV	1295.00	1295.00
06-EC-03AS		|-- Portable Equip Charging Circuits: Included in Inverter	1	AEV	0.00	0.00
06-EC-03AA		|-- PREWIRE LOCATION: (1)Cab Console, (1) Behind A/A	1	AEV	0.00	0.00
06-EC-03C9		|-- Portable Equip Pwr Source: Ignition and/or Shoreline	1	AEV	0.00	0.00
06-IG-03A0		|-- Battery Charger/Conditioner: 55A - Built into Inverter	1	AEV	0.00	0.00
06-IG-0003		|-- Built-in Battery Charger: Enable - Wire to Batteries	1	AEV	0.00	0.00
06-IG-04L7		|-- Inverter Location: M-1A (ULF) Compartment	1	AEV	0.00	0.00
		COMMUNICATION RADIO(S) RELATED	**1**	**AEV**	**0.00**	**0.00**
		RADIO POWER	**1**	**AEV**	**0.00**	**0.00**

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PART NO	S		DESCRIPTION	QTY	ID	EACH	EXTENDED
06-EC-03A0			|-- Radio Power No 1: 30A, Pos and Neg, 10 awg Wires	1	AEV	0.00	0.00
06-EC-03C0			|-- Radio Power Source: Battery (Constant) Hot	1	AEV	0.00	0.00
06-EC-03G0			|-- LOCATION: Behind Passenger's Seat	1	AEV	0.00	0.00
06-EC-03A2			|-- Radio Power No 2: 30A, Pos and Neg, 10 awg Wires	1	AEV	0.00	0.00
06-EC-03C0			|-- Radio Power Source: Battery (Constant) Hot	1	AEV	0.00	0.00
06-EC-03E0			|-- LOCATION: Behind Action Area Board	1	AEV	0.00	0.00
			ANTENNA LEADS	**1**	**AEV**	**0.00**	**0.00**
06-RR-0100			|-- Coaxial Cable, No 1: Type RG-58U, No connectors	1	AEV	0.00	0.00
06-RR-01O1		<	|-- ORIGINATION POINT: Roof Port No 1	1	AEV	0.00	0.00
06-RR-01P0			|-- Port Plate: None - Access thru center upholstery panel	1	AEV	0.00	0.00
06-RR-01T1			|-- TERMINATION POINT: Behind Passenger's seat w/ 36" Tail	1	AEV	0.00	0.00
06-RR-1100	S	<	|-- Radio Cables, Customer Supplied prior to production, Installed	4	AEV	78.00	312.00
06-RR-1809			|-- Patient Area Radio : None	1	AEV	0.00	0.00
06-SO-0000			125V SHORE LINE AND OUTLETS	1	AEV	0.00	0.00
06-SO-0500			|-- Shore Line Inlet: 20A Super Auto Eject, ILOS	1	AEV	333.00	333.00
06-SO-00L1			|-- Inlet location: Aft of Left Front compartment	1	AEV	0.00	0.00
06-SO-0801		<	|-- Indicator Light, Shore line: Weather proof, power by SL, Green	1	AEV	75.00	75.00
06-SO-1005			|-- Cover, Yellow, Shore Line Inlet : 20A Super Auto Eject, STD	1	AEV	0.00	0.00
06-SO-10TT		<	|-- Inpower Timer: VCM-05-01SF, Installed	1	AEV	65.00	65.00
06-ZZ-ZZZZ			|--	1	AEV	0.00	0.00
06-SO-1400			|-- **125 Volt OUTLETS**	1	AEV	0.00	0.00
06-SO-1401		<	|-- 125 VAC Outlet, No 1: 15A, Hospital Grade, IVORY	1	AEV	0.00	0.00
06-SO-14L1			|-- LOCATION: Action Area, standard location	1	AEV	0.00	0.00
06-SO-14O2			|-- Outlet mounting ORIENTATION: Vertical	1	AEV	0.00	0.00
06-SO-1402			|-- 125 VAC Outlet, No 2: 15A, Hospital Grade, IVORY	1	AEV	0.00	0.00
06-SO-14L1			|-- LOCATION: Action Area, standard location	1	AEV	0.00	0.00
06-SO-14O2			|-- Outlet mounting ORIENTATION: Vertical	1	AEV	0.00	0.00
06-SO-1403			|-- 125 VAC Outlet, No 3: 15A, Hospital Grade, IVORY	1	AEV	86.00	86.00
06-SO-14L4	S		|-- LOCATION: Curbside, (See Drawing)	1	AEV	0.00	0.00
06-SO-14O2			|-- Outlet mounting ORIENTATION: Vertical	1	AEV	0.00	0.00
06-SO-1404			|-- 125 VAC Outlet, No 4: 15A, Hospital Grade, IVORY	1	AEV	86.00	86.00
06-SO-14L4	S		|-- LOCATION: Streetside Between seats, (See Drawing)	1	AEV	0.00	0.00
06-SO-14O2			|-- Outlet mounting ORIENTATION: Vertical	1	AEV	0.00	0.00
06-SO-1100			**INTERIOR 12 Volt OUTLETS**	1	AEV	0.00	0.00
06-SO-1101			|-- 12V Outlet, No 1: Power Point Double Outlet-Wire thru Med Isolator	1	AEV	0.00	0.00
06-SO-11L1			|-- LOCATION: Action Area, standard location	1	AEV	0.00	0.00
06-SO-14O2			|-- Outlet mounting ORIENTATION: Vertical	1	AEV	0.00	0.00
06-SO-1910			|-- Power Source: Medical Isolator , Batt Sw Hot	1	AEV	0.00	0.00
06-SO-1103			|-- 12V Outlet, No 3: Power Point - Wire thru Med Isolator	1	AEV	46.00	46.00
06-SO-11L8			|-- LOCATION: In Cab Console	1	AEV	0.00	0.00

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06-SO-14O2		|-- Outlet mounting ORIENTATION: Vertical	1	AEV	0.00	0.00
06-SO-1915		|-- Power Source: Medical Isolator No 2, Battery (CONSTANT) Hot	1	AEV	107.00	107.00
06-SO-1161	<	|-- 12V Outlet, DUAL USB Fast 4.8A,. 2.4 A per slot Round IATS EACH	1	AEV	79.00	79.00
26-SO-11L1		|-- LOCATION: Action Area wall #2	1	AEV	0.00	0.00
06-SS-0604		Siren: Whelen, 295SLSA1, Standard GM Silverado 4500/5500/6500 +	1	AEV	0.00	0.00
06-SS-FC80	<	|-- Siren Spkr: CPI, Bumper surface bumper SAD/P3819/20-19C45-1 Silverado HD Intl CV	1	AEV	237.00	237.00
06-SS-SW01	<	|-- Siren / Horn Switch: In Cab Console	1	AEV	0.00	0.00
06-SS-1269	<	Siren #2 Howler Pre-Wire only	1	AEV	33.00	33.00
06-SS-130D		Air Horn System: BUELL - Dodge	1	AEV	1326.00	1326.00
06-SS-1301	<	|-- Air Horns ACTIVATION: Single Foot Switch / Solenoid Valve N	1	AEV	0.00	0.00
06-SS-1305		|-- Air Tank Mounted to Frame Rail	1	AEV	0.00	0.00
06-SS-1310		|-- Emergency Master Hot	1	AEV	0.00	0.00
06-SS-1340		|-- Compressor: Buell #6540, 20% Oil less Intermittent Duty	1	AEV	0.00	0.00
06-SS-1345		|-- Compressor Location: M6 Compartment	1	AEV	0.00	0.00
06-SS-13LN		|-- SPECIFY HORN LOCATIONS and Vehicle Application	1	AEV	0.00	0.00
06-SS-1186	<	Siren, Federal EQ2B, Electronic Siren, IATS, Dodge	1	AEV	1447.00	1447.00
06-SS-SAC1		|-- Siren Speakers: COMMON with Siren No 1	1	AEV	21.00	21.00
06-SS-SW01		|-- Siren / OEM Horn Switch: In Cab Console	1	AEV	0.00	0.00
06-ZZ-ZZZZ			1	AEV	0.00	0.00
		CABINET SHOP - Modular	**1**	**AEV**	**0.00**	**0.00**
07-00-2005	<	|-- Module baseboard lighting at Roll-up LED < Cabinet thickness notice <<<<<<<	1	AEV	100.00	100.00
07-00-0001	<	ALL DIMENSIONS ON ORDER WILL HAVE A VARIABLE OF + OR - 1/4"	1	AEV	0.00	0.00
		*****Aluminum Composite Cabinet Configuratio 172 Type 1**	**1**	**AEV**	**0.00**	**0.00**
07-00-0006		|-- Rubber Cactus Mat : On Cabinet Floors, Drawers & Shelves, X-Series units	1	AEV	0.00	0.00
07-00-0030	<	|-- Aluminum Cabinet Backer-Sound Barrier	1	AEV	0.00	0.00
07-00-MB90		|-- Interior Color Packages	1	AEV	0.00	0.00
07-00-MC02		|-- Mica Color: Gloss Gray D355-01	1	AEV	38.00	38.00
07-00-N002		|-- All Cabinet interiors Standard Pre-laminated > WHITE	1	AEV	0.00	0.00
07-00-PC0P		|-- Polycarbonate Type/Color: Lexan - Gray Secure Latch	1	AEV	0.00	0.00
07-00-PH01		|-- Window Handles: Full Length Extruded	1	AEV	0.00	0.00
11-SX-0337	<	|-- Att Seat, EVS #1880 Child Safety Seat Blue Ridge W/ Per4max Black Belt X ILOS	1	AEV	-50.00	-50.00
07-SE-09X1	<	|-- BASE: Swivel base for EVS Child Seat Option Handle on RIGHT X-ILOS	1	AEV	0.00	0.00
07-AC-4500	<	|-- AC CABINET: Evaporator,Location : Bulkhead X Series STD composite Over Walkthru	1	AEV	0.00	0.00
07-CA-03XA		|-- CURBSIDE UPPER: Over Squad Bench	1	AEV	418.00	418.00
07-CU-X107		|-- Cabinet K1 & K2: (2) Openings with flush center divider	1	AEV	201.00	201.00
07-DR-LXX2		|-- (K) Door: Single Flip Up 3/8" Lexan	2	AEV	0.00	0.00
07-DR-LZ20		|-- Hinges: Reel Torque	2	AEV	0.00	0.00
07-HW-SO11		|-- Round Pull Latch: Non-locking - Chrome Finish	2	AEV	28.00	56.00

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11-X0-0010			|-- Stowage rating label - Southco round latch 10 pounds applied each	2	AEV	0.00	0.00
07-CA-04A8			|-- Cabinet, (3) Glove Storage, over C/S Entry Door	1	AEV	349.00	349.00
07-DR-LX04			|-- Door: Overlay He, 3/8" Lexan - 3-glove dispense thru	1	AEV	0.00	0.00
07-HW-SO11			|-- Round Pull Latch: Non-locking - Chrome Finish	1	AEV	28.00	28.00
11-X0-0010			|-- Stowage rating label - Southco round latch 10 pounds applied each	1	AEV	0.00	0.00
07-CA-04B0			|-- CURBSIDE REAR STORAGE CABINET: NONE	1	AEV	0.00	0.00
07-LF-4800			|-- LF Cabinet, Behind Att Seat: NONE	1	AEV	0.00	0.00
07-RF-4500			|-- RF ALS Cabinet: Aluminum Composite Construction	1	AEV	0.00	0.00
07-CA-04AY			|-- X series Angled Glove at RF ALS not required	1	AEV	-232.00	-232.00
07-RF-0003			|-- Interior Color: White Anti-Microbial Powder Coated	1	AEV	0.00	0.00
07-RF-I1X0			|-- Cabinet I-1: Standard, Aluminum Composite Construction	1	AEV	0.00	0.00
07-DR-LXXC			|-- (I) Doors, Dual, Solid - RF ALS Cabinet	1	AEV	0.00	0.00
07-HW-SO11			|-- Round Pull Latch: Non-locking - Chrome Finish	1	AEV	28.00	28.00
11-X0-0010			|-- Stowage rating label - Southco round latch 10 pounds applied each	1	AEV	0.00	0.00
07-RR-0064			|-- Right Rear Cabinet: Cover over M-5 Compartment	1	AEV	0.00	0.00
07-SB-4500			|-- SQUAD BENCH: Aluminum Composite Construction X Series	1	AEV	0.00	0.00
07-SB-6470	S		|-- Squad Head storage cabinet with Countertop	1	AEV	250.00	250.00
07-RF-I248	S		|-- Cabinet L: Above Countertop	1	AEV	0.00	0.00
07-CB-DR7C	S	<	|-- Doors; Cabinet L Secure Latch Restocking Sliding Window Left Side Hinged X	1	AEV	0.00	0.00
11-X0-0016			|-- Stowage rating label Secure Latch Restocking Sliding Window 30 pounds applied	1	AEV	0.00	0.00
07-TS-1200			|-- Shelf Track: Small alum Unistrut type	1	AEV	0.00	0.00
07-CA-0600			|-- (1) Shelf: Adjustable with Alum Trim	1	AEV	0.00	0.00
07-CA-490S		<	|-- 1/2" Solid Surface Squad Head Storage Top Tray:	1	AEV	702.00	702.00
07-CA-4T20			|-- Gibraltar (Solid Surface) Material COLOR: Steel Gray Tempest	1	AEV	0.00	0.00
07-SB-6500	S		|-- Cabinet M: Inisde/Outside to M7 28" H x 36.625" Wide	1	AEV	185.00	185.00
07-CB-DR7F	S	<	|-- Doors; Cabinet M Secure Latch Restocking Sliding Window Hinged Left	1	AEV	0.00	0.00
11-X0-0016			|-- Stowage rating label Secure Latch Restocking Sliding Window 30 pounds applied	1	AEV	0.00	0.00
07-RA-IOA1			|-- Outside Access: Thru M-7 (RF) Compartment door.	1	AEV	0.00	0.00
07-TS-1200			|-- Shelf Track: Small alum Unistrut type	1	AEV	0.00	0.00
07-CA-0600			|-- (1) Shelf: Adjustable with Alum Trim	1	AEV	0.00	0.00
07-SB-6505	S		|-- (2) Drawer's (1) Facing Aisle (1) Facing Bench	2	AEV	285.00	570.00
07-DR-WD14			|-- Drawer Front: Flush Fitted	2	AEV	0.00	0.00
07-CA-2100			|-- TRIM: U-shaped Door, J-trim opening	2	AEV	0.00	0.00
07-HW-SO11			|-- Round Pull Latch: Non-locking - Chrome Finish	2	AEV	28.00	56.00
11-X0-0010			|-- Stowage rating label - Southco round latch 10 pounds applied each	2	AEV	0.00	0.00

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07-HW-SL01			|-- Drawer Slides: Full Extension, Detachable 130 LB capacity STD	2	AEV	0.00	0.00
07-RF-0001			|-- Interior MICA Color: White cabinet liner	2	AEV	0.00	0.00
07-SB-LIDY			|-- Squad Bench Lid: Single, One pc, 1-section	1	AEV	0.00	0.00
07-SB-LH00			|-- Hinge, Squad Bench Lid(s): Butt Style Hinges	1	AEV	0.00	0.00
07-SB-LH03			|-- Lid Checks: Gas shock, Dual Action	1	AEV	0.00	0.00
07-SB-LH07			|-- Latch, Squad Bench Lid: Slam Action Paddle, W keeper	1	AEV	0.00	0.00
11-X0-0030			|-- Stowage rating label - Squad bench interior, entire area 80 lbs	1	AEV	0.00	0.00
07-TR-SB01			|-- Edge Trim, Lids: Band w/ Laminate and J-Trim Protection	1	AEV	0.00	0.00
08-MH-1404			|-- Restraint Net, at head of S/B, NONE	1	AEV	-45.00	-45.00
07-TC-4500			|-- TOP CABINETS, - w/ 72" HR, Aluminum Composite Construction X STD	1	AEV	0.00	0.00
07-TC-A450	S		|-- Cabinet A1 and A2	1	AEV	0.00	0.00
07-DR-LXXA			|-- Door: Single Flip Up 3/8" Lexan	1	AEV	0.00	0.00
07-DR-LZ20			|-- Hinges: Reel Torque	1	AEV	0.00	0.00
07-HW-SX11			|-- Round Pull Latch: Non-locking - Chrome Finish	1	AEV	0.00	0.00
11-X0-0010			|-- Stowage rating label - Southco round latch 10 pounds applied each	1	AEV	0.00	0.00
07-TC-B450			|-- Cabinet B: Ergonomically angled toward the CPR seat (72"HR) X Std	1	AEV	0.00	0.00
07-CB-DR75			|-- Doors; Cabinet B Secure Latch Restocking Sliding Window Top hinged x	1	AEV	0.00	0.00
11-X0-0016			|-- Stowage rating label Secure Latch Restocking Sliding Window 30 pounds applied	1	AEV	0.00	0.00
07-WC-0000			|--	1	AEV	0.00	0.00
07-WC-4500	S		|-- WALL CABINET: CPR Seat	1	AEV	0.00	0.00
07-WC-AAX1	S		|-- Action Area: Custom	1	AEV	0.00	0.00
07-CA-480V		<	|-- 1/2" Solid Surface A/A Tray No Bio Waste, X-Series ILOS	1	AEV	0.00	0.00
07-CA-4820			|-- Gibraltar (Solid Surface) Material COLOR: Steel Gray Tempest 9194TM	1	AEV	0.00	0.00
07-CA-4U08	S		|-- Solid Surface extension X series std	1	AEV	0.00	0.00
07-WC-AABD			|-- Action Area Board: Black Grip See Station No 6 for content	1	AEV	0.00	0.00
07-WC-C64X			|-- Cabinet C: Aluminum Composite Construction	1	AEV	0.00	0.00
07-CB-DR7C	S	<	|-- Doors; Cabinet C Secure Latch Restocking Sliding Window HInged Top	1	AEV	0.00	0.00
11-X0-0016			|-- Stowage rating label Secure Latch Restocking Sliding Window 30 pounds applied	1	AEV	0.00	0.00
07-RF-0008			|-- No Inside Access To Exterior Compartment	1	AEV	0.00	0.00
07-TS-12X0			|-- Shelf Track: Small Alum. Unistrut, X-Series	1	AEV	0.00	0.00
07-CA-06VB			|-- (1) Shelf: Adjustable, Aluminum, White Anti-Microbial coated	1	AEV	0.00	0.00
07-WC-D003			|-- Cabinet D: DELETE	1	AEV	0.00	0.00
07-WC-E003			|-- Cabinet E: DELETE	1	AEV	0.00	0.00
07-WC-F64Y	S		|-- Drawer F: Facing Bench	1	AEV	255.00	255.00
07-HW-SX11			|-- Round Pull Latch: Non-locking - Chrome Finish	1	AEV	0.00	0.00
11-X0-0010			|-- Stowage rating label - Southco round latch 10 pounds applied each	1	AEV	0.00	0.00
07-WC-SS01	S		|-- Streetside Squad Bench	1	AEV	0.00	0.00
07-SB-LIDX			|-- Squad Bench Lids: Split - 2-section	1	AEV	0.00	0.00

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07-SB-LH00		|-- Hinge, Squad Bench Lid(s): Butt Style Hinges	1	AEV	0.00	0.00
07-SB-LH03		|-- Lid Checks: Gas shock, Dual Action	2	AEV	0.00	0.00
07-SB-LH07		|-- Latch, Squad Bench Lid: Slam Action Paddle, W keeper	2	AEV	0.00	0.00
11-X0-0030		|-- Stowage rating label - Squad bench interior, entire area 80 lbs	2	AEV	0.00	0.00
07-TR-SB01		|-- Edge Trim, Lids: Band w/ Laminate and J-Trim Protection	1	AEV	0.00	0.00
08-SE-1702		|-- P4 - 4-Point PER4MAX Restraint System - with replacement indicator W/CPR	1	AEV	0.00	0.00
08-SE-1871	XS <	|-- (2) Per4max above Squad Bench, (2) Per4Max above CPR Side Seat Black Belts	2	AEV	210.00	420.00
08-SE-SB70		|-- S/B: (3) Sec patient restraints - 9" Sleeves Face of Bench	2	AEV	0.00	0.00
08-SE-SB76		|-- S/B: (3) Sec patient restraints - 5" Sleeves By Hinge	2	AEV	0.00	0.00
00-20-0072		|-- Per4Max Four-Point Seatbelts: Accept and Install Full Feature	1	AEV	0.00	0.00
		CABINET SET - CELL 4 - MOD	**1**	**AEV**	**0.00**	**0.00**
08-00-00CX		|-- Sub Floor, 3/4" Composite, STD	1	AEV	0.00	0.00
08-00-FL30		Flooring: Lonplate II - #424 Gun Metal (Dark Gray)	1	AEV	287.00	287.00
08-00-FL0B	S <	|-- Flooring Main Edge, 3" Recessed 3/4: deep w Blue LED Lighted roll-up	1	AEV	439.00	439.00
11-ZZ-0919	<	|-- Exception to C.9.4.1 Patient compartment lighting contains blue lighting	1	AEV	0.00	0.00
08-AS-0005		|-- Rear Threshold, Covered with Yellow Speedliner 6" W x Full W at rear doors	1	AEV	81.00	81.00
08-AS-0007		|-- C/S Stepwell Threshold, Yellow Speedliner Covered Smooth Aluminum	1	AEV	27.00	27.00
08-CS-0001		COT MOUNT HARDWARE: (Full Size Mod)	1	AEV	0.00	0.00
08-CR-09PL	S <	|-- Cot Mount: Stryker, No 6390, Power Load, Installed	1	AEV	24294.00	24294.00
08-CR-09PN		|-- mass casualty kit not requested	1	AEV	0.00	0.00
08-CR-1002	<	|-- 12v power feed location FRONT for Stryker power load 6390	1	AEV	0.00	0.00
08-CS-00PL	<	|-- Cot Position No 1: PRIMARY CENTER POSITION,	1	AEV	0.00	0.00
08-CS-2000	<	|-- Primary Cot position under floor reinforcement	1	AEV	0.00	0.00
08-CS-3009		|-- Cot mount set up for: Stryker Power-Pro 6506	1	AEV	0.00	0.00
08-CS-19A5		|-- Cot Stop, Block: Stryker Power/Performance load. Install hook with kit	1	AEV	15.00	15.00
08-CS-3009		|-- Cot mount set up for: Stryker Power-Pro 6506	1	AEV	0.00	0.00
08-CS-19U1		|-- Q Straint System: NONE	1	AEV	0.00	0.00
08-OS-04SX		OXYGEN / AIR / VACUUM System: X-Series	1	AEV	0.00	0.00
08-OS-0401		|-- Oxygen Outlet No 1: Amico Console - Ohmeda/Ohio Diamond Style	1	AEV	0.00	0.00
08-OS-040A		|-- LOCATION: Action Area	1	AEV	0.00	0.00
08-OS-0402		|-- Oxygen Outlet No 2: Amico Console - Ohmeda/Ohio Diamond Style	1	AEV	0.00	0.00
08-OS-040A		|-- LOCATION: Action Area	1	AEV	0.00	0.00
08-OS-0403		|-- Oxygen Outlet No 3: Amico Console - Ohmeda/Ohio Diamond Style	1	AEV	151.00	151.00

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08-OS-040D			|-- LOCATION: Curbside Wall, over the head of the S/B	1	AEV	0.00	0.00
08-OS-090L		<	|-- Port Cyl Rack No 1: CPI Auto-Release Duramount (no strap) D tank	1	AEV	0.00	0.00
ZZ-ZZ-ZZ01	S		|-- Location: Bulkhead	1	AEV	0.00	0.00
08-OS-1331		<	|-- Rack No 1: Adjustable AEV O2 Rack Green with 4 Ratchet Straps M/H	1	AEV	0.00	0.00
08-OS-11G1		<	|-- Cylinder Type: OXYGEN - Green Colored Hose	1	AEV	0.00	0.00
08-OS-1301			|-- Rack Location: Left Front, wall #2 near wall #3	1	AEV	0.00	0.00
08-OS-132M			|-- Set up For M cylinder	1	AEV	0.00	0.00
08-OS-1710		<	|-- Regulator, Oxygen, Fixed output @ 50 psi +/-5 , CGA 540, Installed STD	1	AEV	0.00	0.00
08-OS-1902			|-- Regulator Wrench: Cast aluminum, OXYGEN w/ cable lanyard	1	AEV	0.00	0.00
08-OS-35ST			|-- Vacuum System: SSCOR regulator/gauge panel in A/A	1	AEV	0.00	0.00
08-OS-3501		<	|-- Collection Canister w Clip: Bemis, 1200 CC Capacity -J3043 retention compliant	1	AEV	0.00	0.00
08-OS-3502			|-- VAC Plumbing: Direct from panel to canister - NO Outlet	1	AEV	0.00	0.00
08-OS-3503			|-- Vacuum Pump: 49 State	1	AEV	0.00	0.00
08-OS-35L8			|-- Location: M-1a Compartment	1	AEV	0.00	0.00
			TRIM / DOOR ASSEMBLY - CELL 5	**1**	**AEV**	**0.00**	**0.00**
09-00-002S			|-- Interior window and aluminum trim with standard satin finish- std	1	AEV	0.00	0.00
09-FE-05SS		<	|-- Fire Extinguisher, 5 pound, Kidde ABC Installed, ILOS	1	AEV	16.00	16.00
09-FE-04L0			|-- Fire Extinguisher installed in chassis cab behind passenger seat	1	AEV	0.00	0.00
09-FE-05ST			|-- Fire Extinguisher, 5 pound, Installed, IATS	1	AEV	89.00	89.00
09-FE-04L1			|-- Fire Extinguisher installed in patient area, at bulkhead	1	AEV	0.00	0.00
09-00-000Z			**********Door Department X Series > New	1	AEV	0.00	0.00
02-BT-C85V			|-- Handles, Ext: Tri-mark 1875, Free Float, Polished CNNC finish X-Series	1	AEV	0.00	0.00
02-BT-C85A			|-- Interior Release: All Entry Doors, with bezel Emergency Access	1	AEV	0.00	0.00
09-B1-ED0X			|-- Entry Door Panels, Windows and Hardware, X-Series Units	1	AEV	0.00	0.00
08-MH-0020			|-- Interior Grab Handle Color: Yellow Antimicrobial	1	AEV	0.00	0.00
08-MH-0318		<	|-- Grab Handle, CS Entry: (1) 3-pt "L" Shaped 90, Yellow Antimicrobial	1	AEV	120.00	120.00
08-MH-03E8			|-- Grab Handles, Rear Access: (2) 3-pt "L" Shaped 90, Yellow Antimicrobial	1	AEV	237.00	237.00
09-MH-2520	S	<	|-- Grab Rail, (1), 18" IATS, Yellow Antimicrobial	1	AEV	84.00	84.00
09-AS-070X		<	|-- Door Panels: Mica over Smooth Alum (Upper/Lower), Upholstery (Center)	1	AEV	0.00	0.00
09-WI-02BX			|-- "AUTO SHADE" Windows: Upper R/A Doors, Fixed Glass, X-Series STD	1	AEV	0.00	0.00
09-WI-06BX			|-- "AUTO SHADE" Window: Upper C/S Access, Fixed Glass, X-Series STD	1	AEV	0.00	0.00
09-WI-09BX			|-- Inverter, "Auto Shade" Windows : Part of X series windows	1	AEV	0.00	0.00
09-IN-3STX		<	|-- Insulation: All Module Doors, 2" Black Foam, X-Series units	1	AEV	0.00	0.00

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PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
09-IN-3STY	<	|-- Insulation: All Module Doors, Black Sound Proofing, X-Series units	1	AEV	0.00	0.00
09-DR-WT01	<	|-- Walk through Door: NONE - DELETE	1	AEV	-125.00	-125.00
09-MH-2531	<	|-- Grab Rail, (1), 18" Yellow Antimicrobial Rear Entry Assist std.	1	AEV	0.00	0.00
09-FM-10X4		Dri-Dek Compt Floors and shelves, Blue, STD X-Series	1	AEV	0.00	0.00
09-FM-11X1		|-- Dri-Dek EDGES: Blue, Beveled frontal edges	1	AEV	0.00	0.00
		ELECTRICAL Point to Point - CELL 6	**1**	**AEV**	**0.00**	**0.00**
10-EB-13X2		Cabinet Light(s) : "DAY BRIGHT" LED White Lights, X-Series Units	1	AEV	0.00	0.00
05-IL-13S1		|-- Cab Interior Lights Switching: Thru MultiPlex System	1	AEV	0.00	0.00
10-EB-13Y0		|-- Daybright location 1	1	AEV	0.00	0.00
10-EB-13YA	S	|-- Daybright Light Location Cabinet A1	1	AEV	0.00	0.00
10-EB-13Y1		|-- Daybright location 2	1	AEV	0.00	0.00
10-EB-13YA	S	|-- Daybright Light Location Cabinet A2	1	AEV	0.00	0.00
10-EB-13Y2		|-- Daybright location 3	1	AEV	0.00	0.00
10-EB-13YB		|-- Daybright Light Location Cabinet B	1	AEV	0.00	0.00
10-EB-13Y3		|-- Daybright location 4	1	AEV	0.00	0.00
10-EB-13YC		|-- Daybright Light Location Cabinet C	1	AEV	0.00	0.00
10-EB-13Y4		|-- Daybright location 5	1	AEV	0.00	0.00
10-EB-13YI		|-- Daybright Light Location Cabinet I-1	1	AEV	0.00	0.00
10-EB-13Y5		|-- Daybright location 6	1	AEV	0.00	0.00
10-EB-13YI	S	|-- Daybright Light Location Cabinet L	1	AEV	0.00	0.00
10-EB-13Y6		|-- Daybright location 7	1	AEV	0.00	0.00
10-EB-13YI	S	|-- Daybright Light Location Cabinet K1	1	AEV	0.00	0.00
10-EB-13Y7		|-- Daybright location 8	1	AEV	0.00	0.00
10-EB-13YI	S	|-- Daybright Light Location Cabinet K2	1	AEV	0.00	0.00
10-EB-13Y8		|-- Daybright location 9	1	AEV	0.00	0.00
10-EB-13YI	S	|-- Daybright Light Location Cabinet M	1	AEV	0.00	0.00
10-IL-02ST		Action Area Light: 12V, LED, Surface Mount	1	AEV	0.00	0.00
10-IL-02L7		|-- Light Location: Action Area	1	AEV	0.00	0.00
		UPHOLSTERY - CELL 7	**1**	**AEV**	**0.00**	**0.00**
11-00-UC02		Upholstery Color: Blue (Blue Ridge)	1	AEV	0.00	0.00
11-00-UC11		|-- Center Trough Upholstery Color: Color Key to Rest of Truck	1	AEV	0.00	0.00
11-00-UT0X		Uph Joint Type: "PREMIUM " Upgrade	1	AEV	0.00	0.00
11-SB-0005		Squad Bench seat cushion cut-outs: None	1	AEV	0.00	0.00
11-SE-CSPD		Head Protection: Pad over CS Entry Door	1	AEV	0.00	0.00
11-SE-REPD		Head Protection: 2" Pad over Rear Access Doors, Full Width	1	AEV	0.00	0.00
		PAINT - STRIPES - DECALS	**1**	**AEV**	**0.00**	**0.00**
12-PT-UNCT		|-- Undercoating : Per QVM Guidelines, STD	1	AEV	0.00	0.00
12-00-0176	<	Curbside entry stepwell speedliner coated Yellow, No warranty	1	AEV	572.00	572.00
12-DC-0001		Reflective Tape: On painted edges of Exterior Door Frame	1	AEV	0.00	0.00
12-DC-GA10		Compartment Finish: Diamond Plate Standard	1	AEV	0.00	0.00
12-PT-0100		Primary (Over All) Color: White (YZ)	1	AEV	0.00	0.00
12-DC-0002	<	|-- Flip Step Reflective/Prismatic Tape: Red/White/R/W/R/W/R	1	AEV	0.00	0.00

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PART NO	S		DESCRIPTION	QTY	ID	EACH	EXTENDED
12-PT-0112	S		|-- Tape Stripe: NONE (KKK-F Deviation)	1	AEV	0.00	0.00
11-YZ-0962			|-- Non-Compliant toKKK-F 3.16.2 ;Exterior Safety stripe to be Orange	1	AEV	0.00	0.00
12-PT-RF01			|-- Roof Paint: Color and finish quality to be GLOSSY	1	AEV	0.00	0.00
12-PT-2000	S		Graphics Dealer Installed Per Customer Spec	1	AEV	0.00	0.00
12-PT-DRIP		<	Drip Rails: Bright Aluminum, De-burred and rounded corners	1	AEV	0.00	0.00
			DETAIL - SHIP LOOSE ITEMS	**1**	**AEV**	**0.00**	**0.00**
12-PT-DRIZ		<	|-- Drip Rails: Detail-Refer to Paint Section for Drip Rail Information	1	AEV	0.00	0.00
13-10-XM00			|-- Owner's Manual USB Flash Drive ship loose	1	AEV	0.00	0.00
13-SS-1266			|-- Siren Whelen Howler IATS W Bracket F4/550 ship loose	1	AEV	783.00	783.00
13-KK-KDEC			Decals: KKK / DOT Pkg, Blue/White reflective - Ship Loose	1	AEV	0.00	0.00
13-RF-STAS			|-- Decals: 32" Star of Life - Ship Loose	1	AEV	0.00	0.00
ZZ-ZZ-ZZZZ	S		|-- ****STRIPING & GRAPHICS****	1	AEV	0.00	0.00
13-KK-NSSB			Decals: NO SMOKING & SEATBELT, installed, cab & pt. area.	1	AEV	0.00	0.00
13-KL-0010			AEV Logos: Installed on unit per AEV standard locations	1	AEV	0.00	0.00
13-MH-05SO			Fire Extinguisher : Ship Loose : NONE	1	AEV	0.00	0.00
13-MH-10A0			Reflector Pkg: Body - 2ea, Side Fr Amber, Side Rear Red, Rear Red	1	AEV	0.00	0.00
13-SB-0003			Post And Wheel Cups: NONE	1	AEV	0.00	0.00
13-SP-TIRE			Spare Tire: Refer To Chassis Section to See if it gets one.	1	AEV	0.00	0.00
34-XX-0001			Primary Cot: NONE included	1	AEV	0.00	0.00
34-XX-0002			Secondary Stretcher: NONE included	1	AEV	0.00	0.00
ZZ-ZZ-ZZZZ	S		|-- ******4199**********	1	AEV	0.00	0.00
34-XX-5000		<	Indemnification Statement	1	AEV	0.00	0.00
			== 172 x 95 LWB Silverado HD X Base Price - 15.015 12/02/20 ==	**1**	**AEV**	**0.00**	**0.00**
			GENERAL CONVERSION	**1**	**AEV**	**0.00**	**0.00**
03-00-0001	S		***GPC FLEET DISCOUNT****	1	AEV	-6200.00	-6200.00
03-10-101P	S		2022 *172"* Silverado CC5500HD 4 x 2 Reg cab Diesel (X-Series) Conv PKG -21-2	1	AEV	141267.00	141267.00
03-ZZ-ZZZZ				1	AEV	0.00	0.00
36-EO-0001			|-- ***END OF ORDER***	1	AEV	0.00	0.00
			Total				**266,479.00**

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # VII. - 8.

From:
Kirstie Dixon, Planning Director

Planning - Habitat for Humanity Updated Agreement & Reimbursement (Kirstie Dixon, Planning Director)

Issue/Action Requested:
Request that the Board of Commissioners consider approving an updated agency funding agreement, subject to review and approval of the County Attorney, with Brunswick County Habitat for Humanity and consider reimbursing their permit fees in the amount of $3,682.29 for permits completed in 2020 and 2021.

Background/Purpose of Request:
In 2019, an agency funding agreement between Brunswick County and Brunswick County Habitat for Humanity was proposed and approved. The original agreement was executed on 11/13/2019, and active through 6/30/2020. During this time, Brunswick County Habitat for Humanity did not request any permit fee reimbursements. Brunswick County Habitat for Humanity requests the following in order to grow and serve more families each year:

- A new agency funding agreement approved with the following changes:
    1. Extended the agency funding agreement to cover a five-year period.
    2. Increase the maximum annual reimbursement for new single-family units from $10,000 to $16,000 ($2,000 per unit).

- Reimbursement of permit fees for 2020 and 2021 in the amount of $3,682.29 as detailed below:

Projects Proposed for Reimbursement							
Permit Number	*Parcel Number*	*Requested*	*Completed*	*Permit Type*	*Monies Paid*	*Jurisdiction*	*Permit Status*
476347	220EG026	7/13/2020	4/13/2021	New Home	$895.10	Brunswick Co	Complete - C/O issued
483625	220EG001	10/20/2020	6/14/2021	New Home	$655.91	Brunswick Co	Complete - C/O issued
1993031508A1	199NA016	11/17/2020	11/24/2021	Septic Recheck	$250.00	Brunswick Co	Septic Re-Check Complete - Authorization to Construct Issued
1993031508A1	199NA016	11/17/2020	3/26/2021	Well (1001)	$300.00	Brunswick Co	Complete - Permit Issued
455017	220EG024	6/3/2019	6/23/2020	New Home	$641.28	Brunswick Co	Complete - C/O issued
1991021673A2	214CA025	5/12/2021	7/21/2021	Septic Permit	$940.00	Brunswick Co	Complete - Septic Site Eval Approved/Authorization to construct

Permit fee reimbursement for up to $10,000 was included in the FY 2019 Health & Human Service Budget per the original agreement. Habitat for Humanity did not request or receive any permit fee reimbursements. Permit fees reimbursements requested in the amount of $3,682.29 for permits completed in 2020 and 2021. Proposed to include within Planning Budget moving budget (Line Item #439911).

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 consider approving an updated agency funding agreement, subject to review and approval of the County Attorney, with Brunswick County Habitat for Humanity and consider reimbursing their permit fees in the amount of $3,682.29 for permits completed in 2020 and 2021.

ATTACHMENTS:

Description

- Letter from Habitat for Humanity
- 2019 Agency Funding Agreement

Brunswick County Habitat for Humanity®

Board of Directors

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Christine Luciano

Vice President
Ray DiGuiseppe

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Kathy Hill
Melanie Morgan
Tom Blake

Executive Director
Carlo Montagano

September 23, 2021

Kirstie Dixon, Planning Director
Brunswick County Planning
PO Box 249
Bolivia, NC 28422

Dear Ms. Dixon,

Please accept this letter as a request to extend the enclosed Funded Agency Agreement executed on 11/13/2019. I respectfully recommend that the original agreement be extended to cover a five-year period, from 7/1/2019 through 6/30/2024. I'm also requesting that the maximum annual reimbursement for new single-family homes be $16,000 (8 x $2,000), as we continue to grow and serve more families each year. Lastly, we are requesting reimbursement in the amount of $3,682.29 as shown below.

Permit Number	Parcel Number	Requested	Completed	Permit Type	Monies Paid
476347	220EG026	7/13/2020	4/13/2021	New Home	$895.10
483625	220EG001	10/20/2020	6/14/2021	New Home	$655.91
1993031508A1	199NA016	11/17/2020	11/24/2021	Septic Recheck	$250.00
1993031508A1	199NA016	11/17/2020	3/26/2021	Well (1001)	$300.00
455017	220EG024	6/3/2019	6/23/2020	New Home	$641.28
1991021673A2	214CA025	5/12/2021	7/21/2021	Septic Permit	$940.00

Sincerely,

Carlo J Montagano II

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NORTH CAROLINA

FUNDED AGENCY AGREEMENT

BRUNSWICK COUNTY

THIS FUNDED AGENCY 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") and Brunswick County Habitat for Humanity, a not-for-profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

WHEREAS, the program as described herein addresses an important community human services need, as identified by the Brunswick County Board of Commissioners; and

WHEREAS, it is in the interests of the County that said program be assisted by the County and thereby enhance its availability to residents of the County.

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and Agency agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall be a program year which coincides with the County's fiscal year beginning on July 1 of the current fiscal year (the "Effective Date") and ending on June 30 of the current fiscal year.

2. **Non-Appropriation.** 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 Agency 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.

3. **Scope of Services.**

   a. Agency will provide services, as outlined in the Scope of Services and any amendments or revisions thereto which are attached hereto as Exhibit "A" and incorporated herein by reference, to the residents of Brunswick County. The Scope of Services may be different from the original application based on County appropriation; however, any revisions or amendments to this Agreement must be approved in writing by the County and attached to this Agreement.

   b. The Agency shall be solely responsible for the means, methods, techniques, sequence, safety programs and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

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4. Funding.

a. The County agrees to appropriate for the provision of services described in Exhibit "A" and more particularly described in the Program Budget, the maximum sum of $12400.00.

b. All funds appropriated shall be used solely for the purposes described in Exhibit "A." Any funds not used for the purposes stated shall be promptly returned to the County. Any changes in the use of funds must be authorized in writing by the County prior to any expenditure of the funds by the Agency. If the funds are expended not in accordance with the Scope of Services, at the discretion of the County, the Agency may be required to repay the funds to the County.

c. The Agency shall be paid quarterly, upon approval of the invoicing by Planning Department staff, for the amount corresponding to completed work as outlined in Exhibit "A". The first payment is contingent upon receipt of the Agency's Outside Agency Performance Agreement attached hereto as Exhibit "B" and incorporated herein by reference.

d. The County's obligation to make the remaining quarterly payments is contingent upon receipt of Progress Reports, as defined below, from the Agency, which show satisfactory progress toward completion of performance measures and an accounting of expenditures as detailed in the attached Scope of Services, along with the Agency's request for reimbursement.

e. Once the Agency has satisfied its obligations as provided in Subsection d. of this Section, payment will be made twenty-one (21) days after receipt of the Progress Report and request for reimbursement or twenty-one (21) days after due date of the Progress Report, whichever is later.

f. The County is not obligated to provide any other support to Agency in the current or in succeeding fiscal years.

5. Agency Reporting.

a. Agency will provide County with Progress Reports that include a fiscal report and updates on Agency's performance measures as outlined in the Scope of Services. Progress Report dates are: July 1 – December 31; January 1 – March 31 and April 1 - June 30. Progress Reports are due on January 11, April 15, and July 8 of the program fiscal year.

b. Agency agrees to allow the County to inspect its financial books and records, which document costs of services, upon reasonable notice during normal working hours.

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6. Termination.

a. In the event of any of the circumstances set forth below (hereinafter referred to as "Default"), the County may immediately terminate this Agreement, in whole or in part. Notice of termination must be in writing, state the reason or reasons for the termination and specify the effective date of termination:

i. In the event that Agency shall cease to exist as an organization or shall enter bankruptcy proceedings, be declared insolvent, liquidate all or substantially all of its assets, or significantly reduce its services or accessibility to County residents during the term of this Agreement; or

ii. In the event that Agency shall fail to render a satisfactory accounting as provided in Section 5 above, the County may terminate this Agreement and Agency shall return all payments already made to it by the County for services which have not been provided or for which no satisfactory accounting has been rendered; or

iii. In the event of any fraudulent representation by the Agency in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; or

iv. Nonperformance, incomplete service or performance or failure to satisfactorily perform any part of the work identified in the Scope of Services or to comply with any provision of this Agreement, as determined by the County in its sole discretion; or

v. Failure to adhere to the terms of applicable federal, state or local laws, regulations or stated public policy.

b. In the event of Default by the Agency, the County may elect to terminate this Agreement, in whole or in part, and/or require the Agency to repay the funds within ten (10) business days from written notice of such Default. The County may (but shall not be required to) grant the Agency an opportunity to cure the Default without termination of this Agreement. This clause shall not be interpreted to limit the County's remedies at law or in equity.

c. Notwithstanding the foregoing, either party may terminate this Agreement at any time without penalty; provided that written notice of such termination is furnished to the other party at least thirty (30) days prior to termination. In the event of such termination, any payment due shall be prorated to the effective date of termination and any unused funds shall be returned to the County within ten (10) days of the effective date of termination.

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d. Any termination of this Agreement for Default under this section that is later deemed to be unjustified shall be deemed a termination for convenience.

7. Agency Representations.

a. Agency must maintain its not-for-profit, tax-exempt status under the Internal Revenue Service Code Section 501(c)(3) of Title 26 and under applicable federal and state laws and will provide verification of same to County upon request;

b. Agency 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 Agency to enter into and perform its obligations under this Agreement;

d. Agency shall not violate any agreement with any third party by entering into or performing its obligations under this Agreement;

e. The services provided by Agency 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); and

f. Agency acknowledges that if any specific licenses, certifications or related credentials are required to perform its obligations under this Agreement, it will ensure that such credentials remain current and active and not in a state of suspension or revocation.

8. Insurance. Agency 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 and any additional insurance as may be required by the County with limits acceptable to the County. All insurance policies (with the exception of Workers' Compensation and Professional Liability) shall be endorsed, specifically or generally, to include the County as an additional insured and as a certificate holder. Agency 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 the County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Agency 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.

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9. **Workers' Compensation.** To the extent required by law, Agency 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 Agency is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Agency shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Agency's obligations under this Agreement.

   Agency agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

10. **Divestment from Companies that Boycott Israel.** Agency 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.** Agency 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. Agency must notify the County within thirty (30) days if debarred by any governmental entity during this Agreement.

12. **E-Verify.** Pursuant to N.C.G.S. § 143-133.3, Agency understands that it is a requirement of this Agreement that Agency and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Agency 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 Agency shall require its subcontractors to do the same. Upon request, Agency agrees to provide County with an affidavit of compliance or exemption.

13. **Relationship of the Parties.** The parties agree that Agency 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. Agency represents that it has or will secure, at its own expense, all personnel required to perform the services under this Agreement. Agency 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.

14. **Compliance with all Laws.** The Agency, at its sole expense, shall comply with all laws, ordinances, orders and regulations of federal, state or local governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following execution of this Agreement.

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15. **Subcontract.** The County and Agency deem the services provided under this Agreement to be personal in nature and Agency may not subcontract any rights or duties under this Agreement to any other party without prior written consent from the County.

16. **Assignment.** 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 shall be void. An assignee shall acquire no rights, and the County shall not recognize any assignment in violation of this provision.

17. **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 to that agreement. 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

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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.

18. Indemnification. Agency shall defend, indemnify and hold harmless the 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 the County or which the 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 Agency, its employees or agents. Agency further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. This Section shall survive any expiration or termination of this Agreement.

19. Non-Discrimination. Agency agrees, as part of the consideration for the granting of funds by County, that for itself, its agents, officials, employees and servants, it will not discriminate in any manner on the basis 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. Agency shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Agency 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 the County, and Agency may be declared ineligible for further County agreements.

20. 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:

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i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022

ii. For the Agency: Brunswick County Habitat for Humanity
4578 Long Beach Rd SE
Southport, NC 28461

21. **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.

22. **Governing Law.** 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.

23. **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 brining of any suit or action.

24. **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 provide by law with regard to any action based on this Agreement.

25. **Non-Waiver.** Failure by the County at any time to require the performance by Agency of any of the provisions of this Agreement shall in no way affect the County's right hereunder to enforce the same, nor shall any waiver by the County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

26. **Entire Agreement.** This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties with respect to the subject matter herein and shall supersede, replace or nullify any and all prior agreements, negotiations, representations and proposals, written or oral.

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

BRUNSWICK COUNTY

By: _____

Printed Name: Randell K. Woodruff

Title: County Manager

Date: _____

BRUNSWICK COUNTY HABITAT FOR HUMANITY

By: DocuSigned by: 7EE6B8C6C4AF4E5... _____

Printed Name: Carlo Montagano

Title: Executive Director

Date: DocuSigned by: 11-1-19 _____

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

DocuSigned by: Julie Miller 02299718CD1D4B2... _____

Julie A. Miller, Finance Director
Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by: Bryan W. Batton D195D13D6EE7473... _____

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

DocuSign Envelope ID: 70F425B7-0D98-4221-BDB2-C2A9EE159759

EXHIBIT "A"
PROGRAM/SCOPE OF SERVICES

1. The Agency is eligible for a reimbursement payment for the services of providing new affordable housing within Brunswick County as follows:

    a. Upon completion of a qualified NEW single-family unit, the Agency is eligible for a one-time payment as reimbursement for expenses related to County permit fees up to two thousand dollars ($2,000) per unique client served. The maximum total of all payments during the fiscal year is ten thousand dollars ($10,000).

    b. To be considered "qualified", a proposed unit must:

        i. be a new single-family residential unit;
        ii. be located within an *unincorporated* area of Brunswick County or within a municipality that Brunswick County provides building permitting services;
        iii. have received a Certificate of Occupancy (CO) from the Brunswick County Code Administration Department.

2. The agency is eligible for a reimbursement payment for the services of providing repair to an existing residential unit within Brunswick County as follows:

    a. Upon completion of a new housing repair, the agency is eligible for a one-time payment as reimbursement for expenses related to County permit fees up to four hundred dollars ($400) per unique client served and an annual maximum of two thousand four hundred dollars ($2,400).

    b. The unit must meet the following to be eligible:

        i. be an existing residential unit;
        ii. located within an unincorporated area of Brunswick County or within a municipality that Brunswick County provides building permitting services;
        iii. received a Certificate of Occupancy (CO) or Final Approval from the Brunswick County Code Administration Department.

3. Total payments to the agency shall not to exceed twelve thousand dollars ($12,400) annually.

4. The agency must submit the following documents to the County on a monthly/quarterly/yearly basis in order to be eligible to receive a payment:

    a. An invoice. All invoices must contain a full description of services provided.

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b. Supporting documentation including copies of approved building permit(s), Certificate of Occupancy (CO) and/or Final Approval from the Brunswick County Code Administration Department.

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EXHIBIT "B"
OUTSIDE AGENCY PERFORMANCE AGREEMENT

Chief Contact, Administrators, Chief Executive Officer and Chief Financial Officer
I certify that I have provided a list of the chief contact, administrators, chief executive officer and chief financial officer for my agency with this Agreement and that I will keep it current for the County. The list should be in writing with the name, title, residential address; phone and email address and if possible, fax number.

Officers and Board of Directors
I certify that I have provided a current list of the Officers and Board of Directors with this Agreement and that we will continue to update the list as changes occur. The list should be in writing, with the name, physical address, mailing address and if possible, phone, fax and email address.

Budget Submission
I certify that I have provided a budget for the period to be covered by funding from the County, and that any substantive changes made to this budget have been in authorized in writing in advance by the County.

Annual Financial Review
I certify that I have provided a copy of the latest annual Financial Review for our Agency and the budget adopted by the Agency for the fiscal years encompassing this Agreement. If not, please explain on a separate sheet of paper.

Alignment with Organization's Mission
I certify that the programs and services for which this funding is requested align with the mission of the Agency.

Intended Purpose
I certify that the funds provided to the Agency under the terms of this Agreement will be used for a public purpose and shall only be used for the purposes intended and any money not used for those purposes will be promptly returned to the County.

Certified by: DocuSigned by: Carlo Montagano 7EE6B6C6C4AF4E5... (Agency's Signature) Title: Executive Director Date: 11/13/2019

Certificate Of Completion

Envelope Id: 70F425B70D984221BDB2C2A9EE159759
Status: Sent
Subject: Please DocuSign: Habitat for Humanity - Funded Agency Agreement
Source Envelope: 25498889DB774120B322A326AF0B0ADD
Document Pages: 12
Signatures: 1
Envelope Originator:
Certificate Pages: 4
Initials: 0
Laura Hughes
AutoNav: Enabled
laura.hughes@brunswickcountync.gov
EnvelopeId Stamping: Enabled
IP Address: 216.99.123.2
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original
11/13/2019 11:43:00 AM
Holder: Laura Hughes
laura.hughes@brunswickcountync.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Carlo Montagano carlo@bchabitat.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Carlo Montagano 7EE6B6C6C4AF4E5... Signature Adoption: Pre-selected Style Using IP Address: 71.77.207.196	Sent: 11/13/2019 11:51:27 AM Viewed: 11/13/2019 12:21:43 PM Signed: 11/13/2019 12:22:55 PM
Electronic Record and Signature Disclosure: Accepted: 11/13/2019 12:21:43 PM ID: bbc177ee-6b42-4aa2-9337-6bc54bb97c0f		
Randell K. Woodruff randell.woodruff@brunswickcountync.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 11/13/2019 12:22:56 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

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	11/13/2019 12:22:56 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Brunswick County MIS (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, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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 signing session and, if you elect to create a DocuSign signer account, you may access them 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. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and 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 MIS:

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: kathy.davis@brunswickcountync.gov

To advise Brunswick County MIS of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kathy.davis@brunswickcountync.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Brunswick County MIS
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 e-mail to kathy.davis@brunswickcountync.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Brunswick County MIS

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to kathy.davis@brunswickcountync.gov and in the body of such request you must state your e-mail, full name, US Postal 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

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials 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 verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an 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 on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Brunswick County MIS as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Brunswick County MIS during the course of my relationship with you.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # VII. - 9.

From:
Donald Dixon, Deputy Director of Public Utilities

Utilities - Agreement with State Utility Contractors, Inc

Issue/Action Requested:
Request that the Board of Commissioners ratify the decision to proceed with repair of the 48" raw water line, appropriate funds not to exceed $2,846,000 and authorize the County Manager to execute an agreement with State Utility Contractors, Inc. contingent on the County Attorney's review and approval of the agreement.

Background/Purpose of Request:
On Friday, November 5, 2021, a leak in the Lower Cape Fear Water and Sewer Authority's (LCFWSA) 48" raw water main just southwest of the Cape Fear River crossing was discovered by Brunswick County staff. The water main provides water from the King's Bluff pumping station located on the Cape Fear River at Lock & Dam #1 for treatment at water treatment plants owned by Brunswick County, Pender County and Cape Fear Public Utility Authority.

Brunswick County is under contract to operate LCFWSA's raw water main and as such is responsible for undertaking the repair of the main. State Utilities Contractors, Inc is the County's emergency contractor and repaired the 2016 leak on the 48" raw water line and has been tasked with the current repair. All cost incurred by Brunswick County associated with the repair shall be reimbursed by LCFWSA per the contract.

Fiscal Impact:
Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates $2,846,000 of Lower Cape Fear Water and Sewer Authority reimbursement revenues for the 48" line repair

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not applicable.

County Manager's Recommendation:
Recommend the Board of Commissioners ratify the decision to complete the repairs on the LCFWSA 48" raw water main, appropriating funds not to exceed $2,846,000, and authorizing the County Manager to execute an agreement with State Utility Contractors, Inc. contingent on the County Attorney's review and approval of the agreement.

ATTACHMENTS:

Description

- 20211115 Budget Amendment LCFWSA line break repair.pdf

Request Info	
Type	Budget Amendment
Description	48” LCFWSA line break repair
Justification	Board Meeting 11/15/2021-Appropriate $2,846,000 of Lower Cape Fear Water and Sewer Authority reimbursement revenues for the emergency repair of 48" LCFWSA line break.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
617150	383927	LCFWSA - Reimburseable	LCFWSA O and M Reimbursement	2846000	Increase	Credit
617150	435217	LCFWSA - Reimburseable	R and M - Transmission Mains	2846000	Increase	Debit

Total

Grand Total:	5692000

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # VII. - 10.

From:
Donald Dixon, Deputy Director of Public Utilities

Utilities - McKim & Creed Task Order #1

Issue/Action Requested:
Request that the Board of Commissioners approve a budget amendment and authorize the Chairman and Clerk to the Board to execute the Task Order #1 with McKim & Creed, P.A. in an amount not to exceed $40,000 for engineering services associated with the On-Call Engineering Contract Task Order No. 1.

Background/Purpose of Request:
On August 19, 2020, the Board of Commissioners approved the Notice of Award for On-Call Engineering Services with multiple firms, including McKim & Creed P.A., McKim & Creed was selected to perform engineering services and assistance during the repair operation for the 48" raw water main break that occurred on Thursday November 4, 2021. McKim & Creed also acts as Lower Cape Fear Water & Sewer Authority's engineer and has an intimate knowledge of the system as well as relationships with all the affected utilities. McKim & Creed's Task Order No. 1 is to develop a design for a temporary bypass in conjunction with the County's emergency on-call contractor (State Utility) as well as provide technical assistants to County staff and the contractor, provide coordination and communication during the bypass and repair process, and provide resident project representation during the bypass and repair construction process.

Brunswick County is under contract to operate LCFWSA's raw water line and as such is responsible for undertaking the design and repair of the line. All cost incurred by Brunswick associated with the design and repair shall be reimbursed by LCFWSA per the contract.

Fiscal Impact:
Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates $40,000 of Lower Cape Fear Water and Sewer Authority reimbursement revenues for the engineering services associated with the 48" line repair

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not applicable.

County Manager's Recommendation:
Recommends that the Board approve the proposed Task Order No. 1 with McKim & Creed, P.A., in the amount of $40,000.

ATTACHMENTS:

Description

- Action Agenda Item
- Utilities - Task Order 1 - McKimCreed - Attach 1

- Utilities - On Call contract - McKimCreed - Attach 2
- 20211115 Budget Amendment Task Order 1 LCFWSA 48 Inch Line Break.pdf

Brunswick County Board of Commissioners
ACTION AGENDA ITEM

TO:	**Randell K. Woodruff, County Manager**		
		MEETING DATE:	11-15-2021
FROM:	Donald Dixon	**DATE**	
	Deputy Director of Public Utilities	**SUBMITTED:**	11-09-2021
	Ext. # 2653		

PUBLIC HEARING: ☐ **YES** ☒ **NO**

AGENDA TYPE (select one):

☒ **Administrative Report**

☐ **Consent Agenda**

☐ **Presentation**

ISSUE/ACTION REQUESTED:
Request that the Board of Commissioners approve a budget amendment and authorize the Chairman and Clerk to the Board to execute the Task Order #1 with McKim & Creed, P.A. in an amount not to exceed $40,000 for engineering services associated with the On-Call Engineering Contract Task Order No. 1.

BACKGROUND/PURPOSE OF REQUEST:
On August 19, 2020, the Board of Commissioners approved the Notice of Award for On-Call Engineering Services with multiple firms, including McKim & Creed P.A., McKim & Creed was selected to perform engineering services and assistance during the repair operation for the 48" raw water main break that occurred on Thursday November 4, 2021. McKim & Creed also acts as Lower Cape Fear Water & Sewer Authority's engineer and has an intimate knowledge of the system as well as relationships with all the affected utilities. McKim & Creed's Task Order No. 1 is to develop a design for a temporary bypass in conjunction with the County's emergency on-call contractor (State Utility) as well as provide technical assistants to County staff and the contractor, provide coordination and communication during the bypass and repair process, and provide resident project representation during the bypass and repair construction process.

Brunswick County is under contract to operate LCFWSA's raw water line and as such is responsible for undertaking the design and repair of the line. All cost incurred by Brunswick associated with the design and repair shall be reimbursed by LCFWSA per the contract.

Staff recommends that the Board approve the proposed Task Order No. 1 with McKim & Creed, P.A., in the amount of $40,000.

ADVISORY BOARD RECOMMENDATION: Not Applicable

ATTACHMENTS:

1. Utilities - Task Order 1 - McKimCreed - Attach 1
2. Utilities - On Call contract - McKimCreed - Attach 2
3.

TASK ORDER -#1

McKim & Creed, P.A.

Date: November 9, 2021

Provider: McKim & Creed P>A.

Project: LCFWSA Kings Bluff Raw Water Main Break

Engineer's Services

This Task Order**,** consisting of 7 pages, referred to in and part of the **Professional Services Agreement between Owner and Engineer** dated August 20, 2021.

Engineer shall provide services in accordance with the in accordance with the Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Wetlands Delineation: NA

B. Geotechnical Investigation: NA

C. Survey: NA

A1.02 *Preliminary Design Phase*

A. NA

A1.03 *Permitting*

1. NA

A1.04 *Easement Maps*

A. NA

A1.05 *Final Design Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data. The LCFWSA 48" raw water main that is installed on the former DAK property and west of the Cape Fear River recently experienced a significant leak that will require repair to establish full operational service. This scope of services will entail engineering assistance during the repair operation to include technical assistance, bypass design, and field representation.

2. Advise Owner of any need for Owner to provide data or services which are not part of Engineer's Basic Services.

3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.

B. Develop a schematic design for a temporary bypass in conjunction with the County's emergency on-call contractor. Generally, this plan will include the following:

1. Plan view of bypass pipeline route
2. Location of proposed tapping sleeve, valve, and line stop assemblies.
3. Temporary access road for construction.
4. Limits of the LCFWSA easement

C. Provide technical assistance to include, but not limited to:

1. Review of existing system, record drawings, and available information
2. Technical guidance on repair and bypass approach.
3. Review of pipe material and applicable methods to tap or repair

D. Provide coordination and communication during the bypass and repair process to include Brunswick County, LCFWSA, Pender County, CFPUA, and pertinent stakeholders.

E. Provide Resident Project Representation (RPR) as appropriate during the bypass and repair construction process.

A1.06 *Bidding or Negotiating Phase*

A. NA.

A1.07 *Construction Phase*

A. NA

A1.08 *Post-Construction Phase*

A. NA

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

Additional professional services can be provided (within the qualifications of the Engineer and associate firms) upon request by the County, or upon authorization by the County following recommendation of the Engineer. These services shall include but not limited to the follow:

1. Design services
2. Bid services.
3. Permitting services
4. Testing for soil or groundwater contamination.
5. Easement mapping or easement surveys.
6. Expert witness or technical support concerning property surveying or engineering matters for which the Engineer has no direct liability.
7. Geotechnical investigations
8. Providing for an environmental impact statement (EIS).
9. Providing for detailed investigations and/or surveys for archaeological sites, protected/threatened/endangered species of shellfish, fish, wildlife, and natural vegetation.
10. Providing for Phase 1 or Phase 2 Environmental Site Assessment for the project area.
11. Providing assistance for wetland delineation, permitting, or mitigation.
12. Surveying or SUE services
13. Providing for funding assistance for grant or loan applications that the County may decide to seek funding.
14. Providing for assistance for specialized special inspections services
15. Providing for a hydrogeological site evaluation

Payments to Engineer for Services
Basic Services - Lump Sum

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

Compensation for Basic Services - Method of Payment

A. Owner shall pay Engineer for Basic Services as follows:

1. A Lump Sum amount based on the following estimated distribution of compensation:

		Amount	Duration
a.	Study and Report Phase	$_____	_____ days
b.	Wetlands Delineation	$_____	
c.	Geotechnical Investigation	$_____	
	____ Borings @ $_____ each		
d.	Survey	$_____	_____ days
	(Wetlands and Geotechnical work to be performed concurrent with Survey work)		
e.	Preliminary Design Phase	$_____	_____ days
f.	Permitting	$_____	_____ days
g.	Easement Maps	$_____	_____ days
	____ Easements @ $_____ each		
h.	Final Design Phase	$ $40,000	61 days
i.	Bidding and Negotiating Phase	$_____	_____ days
j.	Construction Phase	$_____	_____ days
k.	Post-Construction Phase	$_____	_____ days
	Basic Services Total	**$**_____	_____ **days**

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

5. The date for project completion shall be determined by adding the above noted Total Duration, also known as the "Time for Completion" to the Effective Date of the Task Order.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

For Board of Commissioners Signature:

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

ATTEST:

_____
Clerk to the Board /
Deputy Clerk to the Board

[SEAL]

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[ENGINEER]

By: _____

Printed Name: _____

Title: _____

Date: _____

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

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

APPROVED AS TO FORM

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

For County Manager Signature:

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

BRUNSWICK COUNTY

By: _____

Printed Name: Randell K. Woodruff

Title: County Manager

Date: _____

[ENGINEER]

By: _____

Printed Name: _____

Title: _____

Date: _____

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

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

APPROVED AS TO FORM

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

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NORTH CAROLINA

BRUNSWICK COUNTY

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES [with FEMA clauses]

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 McKim & Creed, P.A., (hereinafter referred to as "Engineer" or "Provider"), party of the second part.

WITNESSETH:

1. SERVICES

The services that may be performed under this Agreement (hereinafter referred to collectively as the "Services") are set forth in the Request for Qualifications for As-Needed On-Call Engineering Services as published by Brunswick County on April 28, 2020, and any addenda thereto, all of which are incorporated herein by reference.

County will assign a Task Order for specific Services on an as-needed basis in its sole and absolute discretion. Project scheduling will be based on a task-to-task basis decided by County and Provider. All Services shall be performed under the direction of a licensed professional registered with the State of North Carolina. Provider shall provide a scope of work and budget within seventy-two (72) hours of the request by County unless otherwise directed by County. When Services are being requested, County will request additional information, including project understanding, fee rates for the completion of the tasks, proposed methods, hours to be spent on tasks, and a schedule including the time needed to complete the tasks. Failure to submit the requested information by the prescribed time or inability to agree to the terms established by County may cause Provider to be rejected and another firm assigned the Task Order. County will issue a formal Notice to Proceed for each specific Task Order. The Notice to Proceed and each Task Order are hereby 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 one (1) business day after issuance of a Notice of Award by Brunswick County (the "Effective Date") and continues in effect for an initial term of two (2) years unless extended or sooner terminated as provided for herein. This Agreement may be renewed for a successive two (2) year term upon mutual written agreement of the parties. Engineer shall complete the Services in accordance with the schedule set forth in each Task Order, unless this Agreement is sooner terminated or

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amended as provided herein. County may terminate this Agreement at any time without cause by giving written notice to Provider. County may set the effective date of termination at a time up to thirty (30) days following notice to Engineer to allow Engineer ample time to complete tasks for which value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks and/or to assemble Project materials in orderly files. 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. BRUNSWICK COUNTY GENERAL CONDITIONS OF THE CONTRACT

If applicable, this Agreement, in addition to any construction documents prepared hereunder, shall be subject to the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts), 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.

4. 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.

5. COMPENSATION

The County agrees to pay fees for each Task Order that is assigned under this Agreement and for which the Services are 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

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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. **In no event shall Services for Task Orders assigned under this Agreement exceed One Hundred Fifty-Thousand and no/100 Dollars ($150,000.00) unless mutually agreed to in writing between the parties in advance.**

6. 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.

7. 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.

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8. 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. County shall be financially responsible for all necessary permits, licenses, approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

9. 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.

10. PROVIDER REPRESENTATIONS

(1) Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;

(2) Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

(3) No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;

(4) In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;

(5) Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;

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(6) Provider has not engaged in corrupt, fraudulent or coercive practices in competing for or executing this Agreement;

(7) Provider will perform all Services in conformity with the specifications and requirements of this Agreement;

(8) 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);

(9) 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;

(10) 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;

(11) 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

(12) 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.

11. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

The parties acknowledge that FEMA financial assistance will be used to fund all or a portion of the Agreement. Provider will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

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12. 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.

13. 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.

14. NON-EXCLUSIVITY

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

15. 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.

16. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors or Providers who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

17. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this Agreement, Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

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i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;

ii. Meeting Agreement performance requirements; or

iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

18. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

(1) Provider agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Provider which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) Provider agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

(4) In compliance with the Disaster Recovery Act of 2018, County and Provider acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

19. DHS SEAL, LOGO, AND FLAGS

Provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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20. SUSPENSION AND DEBARMENT

(1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Provider is required to verify that none of the Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) Provider must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by County. If it is later determined that Provider did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FEMA and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

21. 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 or consultants and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

22. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Provider's actions pertaining to this Agreement.

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23. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, Provider, or any other party pertaining to any matter resulting from the Agreement.

24. MINORITY BUSINESS ENTERPRISES

Provider will make "good faith efforts" to utilize Minority Business Enterprises (MBEs), pursuant to 2 C.F.R. § 200.321, for subcontractors in the performance of this Agreement.

25. 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.

26. 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.

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27. REMEDIES

(1) **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.

(2) **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.

(3) **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.

(4) **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.

(5) **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.

28. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall

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substantiate, on demand by the County, that all taxes and other charges are being properly paid.

29. 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.

30. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Provider agrees as follows:

(1) Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Provider will, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provisions shall not apply to instances in which the employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Provider's legal duty to furnish information.

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(4) Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Provider's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Provider's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Provider may request the United States to enter into such litigation to protect the interests of the United States.

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31. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

(1) Provider. If applicable, Provider shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

(2) Subcontracts. If applicable, Provider or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

32. COMPLIANCE WITH THE DAVIS-BACON ACT (AS AMENDED)

(1) If applicable, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5, as may be applicable. Provider shall comply with 40 U.S.C. §§ 3141-3144 and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable.

(2) Providers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, Providers are required to pay wages not less than once a week.

33. CLEAN AIR ACT

(1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

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34. FEDERAL WATER POLLUTION CONTROL ACT

(1) Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) Provider agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Provider agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

35. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the Services which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Provider and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Provider and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Provider or subcontractor under any such contract or any other federal contract with the same prime

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contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. Provider or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

36. 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.

37. CONFIDENTIAL INFORMATION

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

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

(1) in the public domain through no fault of the Recipient;

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(2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

(3) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

(4) independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;

(5) disclosed with the prior written consent of the Discloser; or

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

38. OWNERSHIP OF WORK PRODUCT

(1) 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.

(2) 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-

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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.

(3) 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

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44. 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.

45. 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.

46. 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.

47. AMENDMENTS

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

48. NOTICES

(1) **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

(2) **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

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

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i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022

ii. For the Provider: McKim & Creed, P.A.
243 N. Front Street
Wilmington, NC 28401

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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49. SIGNATURES

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

ATTEST:

DocuSigned by:
Andrea White
F0D8C8FFE85F47E...
Clerk to the Board

BRUNSWICK COUNTY

By: DocuSigned by:
D84765B01800472...
Frank Williams
Chairman

[SEAL]

MCKIM & CREED, P.A.

By: DocuSigned by:
Anthony Boahn
943885976A0D474...

Printed Name: Anthony Boahn

Title: Vice President

Date: 8/18/2020

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

DocuSigned by:
Julie A. Miller
0229978CD1D4B2...
Julie A. Miller, Finance Director
Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by:
Bryan W. Batton
D195D13D6EE7473...
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

Request Info	
Type	Budget Amendment
Description	TO1 Eng Serv LCFWSA Line Break
Justification	Board Meeting 11/15/20201 - Appropriate funds for Task Order #1 for engineering services for the Lower Cape Fear Water & Sewer Authority's (LCFWSA) 48" raw water line break.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
617150	383927	LCFWSA - Reimburseable	LCFWSA O and M Reimbursement	40000	Increase	Credit
617150	435217	LCFWSA - Reimburseable	R and M - Transmission Mains	40000	Increase	Debit

Total

Grand Total:	80000

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # VII. - 11.
Utilities - Northeast Regional WWTP Expansion Change Order (Donald Dixon, Deputy Director)

From:
John Nichols, P.E.

Issue/Action Requested:
Request that the Board of Commissioners approve Final Adjusting Change Order No. 1 with TA Loving Co. for construction of the Northeast Brunswick Regional Wastewater System Force Main Improvements Contract 2 – East Project. The change order is deductive in the amount of $202,220.17. This decreases the contract value from $3,025,400.00 to $2,822,779.83.

Background/Purpose of Request:
As the lowest, responsive bidder, TA Loving Co. was awarded the contract to build a section of sewer force main in association with a 2.5 million gallons per day (MGD) expansion of the Northeast Brunswick Regional Wastewater Treatment Plant (WWTP).

This change order reflects adjustments to the time of completion and the contract amount. There were several unanticipated conditions including final easement acquisition, development of a soil management plan to handle hazardous soils and required training for all project personnel to deal with hazardous soils, that lead to an increase in the time of substantial completion by 443 days. Upon issuance of substantial completion, the sewer force main was able to function; however, it was not put into service as the plant expansion was not complete. The delays did not cause adverse effect to the County or the plant expansion. The changes in the contract price are attributable to adjustments in the amount of unit price items and some minor additions to the scope of work as well as the required hazardous soils training. The net result is a deductive change order in the amount of $202,220.17.

More detailed information is included in the attached change order document. The project is complete and will be put into operation at the completion of the wastewater treatment plant expansion.

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

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend the Board of Commissioners approve Final Adjusting Change Order No. 1 with TA Loving Co. for construction of the Northeast Brunswick Regional Wastewater System Force Main Improvements Contract 2 – East Project. The change order is deductive in the amount of $202,220.17. This decreases the contract value from $3,025,400.00 to $2,822,779.83.

ATTACHMENTS:

Description

- Utilities - Change Order No. 1 - Attach 1

BRUNSWICK COUNTY
CHANGE ORDER NO. 1

PROJECT: NEB FM – Contract II - East
ORIG. TIME OF COMP. 190 Days
ORIG. DATE OF COMP. May 16, 2020

CAUSE CODE:

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

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

Final Adjusting Change Order to adjust unit price items and add work change directives.

The Time of Completion including previous orders is 0 calendar days and shall be (**increased**) (decreased) (unchanged) by 443 calendar days by this change order for a revised Contract date of completion of August 2, 2021. (Detailed analysis supporting the requirements for a change in duration is attached)

CONTRACT COST SUMMARY

					TOTALS
1. Original Contract Amount					$ 3,025,400
2. Amount of Previous Orders	ADD	$0	Deduct	$0	
3. Amount of This Order:	ADD	$0	Deduct	($202,220.17)	
4. Total additions lines 2 & 3			Minus Total Deducts:	($202,220.17)	($202,220.17)

(Line 4 shall show the net amount to be added or [deducted] from the **original** Contract amount.)
5. Revised Contract Total Amount $2,822,779.83

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

T A Loving (Contractor)	By: Jason Hill		10/15/21 (Date)
McKim & Creed (Designer)	By: Sean Kenyon Sean Kenyon		10/21/21 (Date)
(Owner)	By:		(Date)
(County Commissioners)	By:		(Date)

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

Brunswick County Finance Officer

Approved as to Form

Brunswick County Attorney

DISTRIBUTION: 1 original to Owner 1 original to Contractor

DESIGNER'S REQUEST FOR AUTHORIZATION TO CHANGE

DATE: 09/23/21

REQUEST NO.: 1

PROJECT NAME: Northeast Brunswick FM - Contract II - East

OWNER: Brunswick County

CONTRACTOR: TA Loving Co.

DESIGNER: McKim & Creed

CONTRACT FOR: Construction

REASON FOR CHANGE:

Final adjusting change order of field quantities and directives. Time delays due to rain, final easement acquisition and COVID-19 pandemic. See attached for a breakdown of additional days.

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

Deduction for unit price bid items that were not used. Changes in price and time due to Work Change Directives.

DESIGNER SUMMARY:

1. Schedule items affected by this change: Force main construction
2. Can Contractor mitigate the change without requiring a Contract time extension?

No

3. Will the change require a Contract time extension for other Contractors? Which? No
4. Are additional costs indicated by reason of the time extension If so they must be included in 5 & 6 Below.

No

	CONTRACTOR'S ESTIMATE	DESIGNER'S ESTIMATE
5. Estimated cost of change	0	0
6. Estimated time extension field cost (if any)	0	0

DESIGNER RECOMMENDATION AND CERTIFICATION:

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

Approved by: Sean Monger Date: 09/23/21

Title: Project Engineer

Designers Request for Authorization to Change - Attachment A

Northeast Brunswick FM-
Contract II – East

Summary of Additional Days Requested

Item	Date	Change in Number of Days
Notice to Proceed	November 8, 2019	
Original Contract End Date	May 16, 2020	
WCD 2 • HAZWOPER training per Greenfield Requirements		234
WCD 3 • Greenfield Insurance requirements		113
WCD 4 • Stump Grinding		10
Final Adjusting Change Order • COVID Delays • NCDOT/DENR Delays		 43 43
Final Completion Date	**August 2, 2021**	**443**

Summary of Final Unit Pay Items

NE Brunswick Regional Wastewater System Force Main Improvements

Pay Item	Spec Section	Pay Item Description	Unit	Estimated Quantity	Unit Price	Bid Amount	Quantity Used	Used Amount	Add/ (Deduct)
1	All	Lump Sum Bid for all work shown, indicated and specified on the contract drawings, documents and technical specifications.	LS	1	$ 2,648,400.00	$ 2,648,400.00	1	$ 2,648,400.00	$ -
2	GC 38 K	Change Order Allowance • VFD Equipment Rack Modifications • Greenfield Insurance Requirements • Stump Grinding on Greenfield Site	EA	1	$ 75,000.00 $ 3,659.25 $ 50,156.89 $ 7,800.00	$ 75,000.00	0.82	$ 61,616.14	$ (13,383.86)
3	GC 30	Testing Allowance	EA	1	$ 25,000.00	$ 25,000.00	0	$ -	$ (25,000.00)
4	01301	Removal and Disposal of Contaminated Soil	CY	800	$ 230.00	$ 184,000.00	0	$ -	$ (184,000.00)
5	01301	Backfill of Contaminated Soil Areas	CY	800	$ 19.50	$ 15,600.00	0	$ -	$ (15,600.00)
6	02201	HDPE to PVC Transition (complete)	EA	10	$ 3,450.00	$ 34,500.00	0	$ -	$ (34,500.00)
7	1301, SPC-43	Contaminated Soil Testing	EA	5	$ 850.00	$ 4,250.00	0	$ -	$ (4,250.00)
8	02201	Ductile Iron RJ Fittings	LBS	3,000	$ 5.25	$ 15,750.00	0	$ -	$ (15,750.00)
9	02201	24-Inch DR-9 HDPE	LF	100	$ 175.00	$ 17,500.00	0	$ -	$ (17,500.00)
10	01301	Removal and Replacement of Unsuitable Pipe Subgrade Materials	CY	50	$ 100.00	$ 5,000.00	0	$ -	$ (5,000.00)
Additional Contract Changes (Work Change Directives)									
11	N/A	HAZWOPER Certification Training for Greenfield Site	LS	1	$ 112,763.69		1.00	$ 112,763.69	$ 112,763.69
								TOTAL DEDUCT	**$ (202,220.17)**

Work Change Directive
Brunswick County

Date: 05/01/20 **Time:** 11:30 (a.m./p.m.) **Project Name:** NEB FM - Contract II - East

Designer: McKim & Creed **Contractor:** TA Loving Co.

Designer Rep: Sean Kenyon, PE **Contractor Rep:** Jason Hill

Directive: Contractor shall install VFD in revised location as a stand alone electrical rack with wiring as shown on the Issued for Construction plans.

Reason for Change:

Due to a conflict with the entrance gate at Rampage PS, VFD panels are required to be installed in a different location as a stand alone rack.

The preceding directive requires the following actions by the Contractor before 05/30/20 (Date):

CONTRACTOR:

The total lump sum cost for the change noted above shall not exceed $ 3,659.25 .

OR

The estimated quantities, maximum unit prices, and maximum extended prices for each item are as follows:

Item	Estimated Quantity	Unit Price	Extended Price

The total change to the Time of Completion shall be an increase/decrease of _____ days.

DESIGNER:

The work change noted above is in the best interests of the owner. The price and Contract Time adjustment have been evaluated and are reasonable. The changes will be effected by a final adjusting change order at the close of the project **or** by _____(date), whichever is sooner.

OWNER:

The Owner agrees to the change as being in the Owner's best interest.

SIGNATURES:

Contractor	5/1/20 Date
Designer	05-01-20 Date
Owner	5-1-20 Date

Original Designer Yellow Contractor Pink Owner

Change Proposal
Brunswick County

Date: 4-30-20 **Project Name:** NE Brunswick FM
Designer: _____ **Contractor:** TA Loving
Designer Rep: _____ **Contractor Rep:** Jim Britt

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

Stand alone VFD equipment rack.
There is not enough room next to existing rack to install as designed

This change will: (ADD) SUBTRACT NOT CHANGE (circle as appropriate) the total project cost by $ ~~3,540.00~~ 3,659.25

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

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

SIGNATURES:

_____ 4-30-20
Contractor Date

Designer's Action: ☑ Recommend ☐ Do Not Recommend
☐ Recommend with the following changes

_____
_____
_____

_____ 5-5-20
Designer Date

Original Designer Yellow Contractor Pink Owner

TA LOVING

T. A. Loving Company
400 Paletown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal Request No: 1

CHANGE ORDER PROPOSAL

Project Name:	NE Brunswick FM Contract II	Project No	4110
Location:	Navassa	Date	
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim & Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: _____ Other_____

Description: Asphalt Driveway Install

1. LABOR (See attached itemized breakdown)				$0.00
2. MATERIALS (See attached itemized breakdown)				$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)				$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS	@ $0.00 PER DAY		$0.00
5. SUB-TOTAL DIRECT WORK				$0.00
6. OVERHEAD & PROFIT ON DIRECT WORK		20%		$0.00
7. TOTAL DIRECT WORK				$0.00

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Coast Line Electric	Build Stand Alone Utility Rack		$2,975.00

8. SUB-TOTAL SUBCONTRACTOR WORK			$2,975.00
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	20%		$595.00
10. TOTAL SUBCONTRACTOR WORK			$3,570.00
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK			$3,570.00
12. BOND & INSURANCE	2.50% of subtotal # 11		$89.25
13. TOTAL CHANGE PROPOSAL REQUEST			$3,659.25

Reviewed By _____ Date _____

** Schedule impact indeterminate at this time. The contractor reserves its rights to a time extension and extended field costs due to the cummulative effect of changes.

Accepted By:
T. A. Loving Company

_____ Date_____

_____ Date_____

_____ Date_____

COASTLINE ELECTRIC LLC.
COMMERCIAL - RESIDENTIAL

P.O. Box 16409
Wilmington, NC 28408
Phone 910-790-9922 Fax 910-790-0192

CHANGE ORDER QUOTE

DATE April 13, 2020
QUOTATION#: 2020-132
License # 22032-U

RAMPAGE PUMP STATION VFD RELOCATION CO.
JIM BRITT
TA LOVING CO

Prepared by: Mark Burns

CHANGE ORDER TO RELOCATE VFD'S TO A STANDALONE RACK

Description	AMOUNT
MATERIALS NEEDED TO RELOCATE EQUIPMENT RACK AND EXTEND CONDUIT AND CIRCUITS	$ 1,185.00
LABOR TO INSTALL (2 ELECTRICIANS 10 HRS @ $125.00 PER HR.)	$ 1,250.00
15% MARKUP	$ 365.25
7% TAX	170.45
TOTAL	$ 2,970.70

If you have any questions concerning this quote, contact Mark Burns 910-279-9109

THANK YOU FOR YOUR BUSINESS!

Directive/Written Notice/Correspondence/Order/Minor Change in the Work

Brunswick County

NE Brunswick FM

Date: 08/19/20 **Time:** 1:00 **a.m./(p.m.)** **Project Name:** Contract II - East

Designer: McKim & Creed **Contractor:** TA Loving

Designer Rep: Sean Kenyon, PE **Contractor Rep:** Jason Hill

Per approved Soil Management Plan provided to the Contractor via e-mail on 8/14, Contractor is required to have a Supervisor as well as the entire Horizontal Directional Drill crew that has potential to come into contact with contaminated soils, water, etc. be 40 hour HAZWOPER trained. Contractor shall obtain and provide to the Owner/Engineer pricing and a schedule/timeline. Upon receipt of items, Owner/Engineer will review and comment or approve and subsequently issue a Work Change Directive at the agreed upon change in price.

As per the requirements laid out in section 6 of the attached easement agreement between Brunswick County and Greenfield Environmental Multistate Trust, Contractor shall provide total pricing to meet the insurance requirements in section 6 of the easement agreement for all contractors and subcontractors that will be on the Trusts property. Upon receipt of items, Owner/Engineer will review and comment or approve and subsequently issue a Work Change Directive at the agreed upon change in price.

In accord with the Article "Construction Supervision" of the General Conditions, the Contractor, by signing below, 1) acknowledges receipt of this correspondence, and 2) acknowledges that, unless noted otherwise under Contractor's comments, he/she agrees that the correspondence contained herein does **not** constitute a "Change In The Work" or an "Extra Cost" (as defined in the General Conditions) that would require additional compensation or an extension of the Contract time.

Contractor's Comments:

(The Contractor is directed to the General Conditions when making "Claims for Extra Cost." If the Contractor views instructions from the Designer as requiring additional compensation or an extension of the Contract time, the contractor shall not proceed with the work affected until further advised.)

Signature/Date: 10/15/21 **Print Name:** Jason H. Hill

Representing: TA Loving Co. **Position:** Asst. VP

Original Designer Yellow Contractor Pink Owner

environment or nature. "Hazardous Substances" means any hazardous waste, hazardous substance or material, as defined under any Environmental Law or any pollutant, contaminant, radioactive or biological material or waste, or petroleum or petroleum related products or waste.

4. The County, for itself and its successors and assigns, hereby releases, remises and forever discharges Grantor, Greenfield Environmental Multistate Trust LLC (both in its individual capacity and in its representative capacity as the Trustee of the Trust), Greenfield Environmental Trust Group, Inc. (and each of their respective officers, directors, shareholders, partners, employees, members, agents and representatives), the Beneficiaries (and their respective agencies and departments), and the respective officers, directors, shareholders, partners, employees, members, agents, representatives, successors, and assigns of each of them (collectively, the "Grantor Parties") from and against, and irrevocably and unconditionally waives, all Claims (as hereafter defined) and liability against the Grantor Parties for or attributable to any and all losses, costs, claims, liabilities, expenses, demands, fees or obligations of any kind or nature whatsoever, whether known or unknown and foreseen or unforeseen, attributable to the environmental condition of the Site and/or the Utility Easement Area, whether arising or accruing before, on or after the date hereof, and whether attributable to events or circumstances which have heretofore or may hereafter occur, including all losses, costs, claims, liabilities, expenses, demands, fees and obligations relating to the presence, discovery, release or removal of any Hazardous Substances in, at, under or about the Utility Easement Area. "Claim," as used herein, means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross claims, contribution claims, indemnity claims, executions, judgments, losses, penalties, obligations and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection. The County, for itself and its successors and assigns, agrees that it and they will not institute any action, suit or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Grantor Party in any action, suit or proceeding which is the subject of the release provided in this Section 4.

5. The County shall cause its contractor(s) performing installation and maintenance of the Utility System to execute and deliver to Grantor a Release, Waiver and Indemnity in the form attached hereto as Exhibit D prior to accessing the Utility Easement Area or any other portion of the Site.

6. The County shall cause its contractor(s) performing installation and maintenance of the Utility System to procure and maintain the following policies of insurance: (i) workers' compensation and employer's liability at the statutory limit required in the State of North Carolina; (ii) commercial general liability with per occurrence and aggregate limits of $2,000,000; (iii) comprehensive automobile liability with coverage of $1,000,000 combined single limit for bodily injury and death and property damage for each accident; (iv) excess liability with per occurrence and aggregate limits of $1,000,000; (v) professional liability of at least $1,000,000 per claim; and (vi) pollution liability of at least $1,000,000 per claim. Each policy shall be issued by an insurer rated A or higher in Best's Insurance Manual or equivalent and qualified to do business in the State of North Carolina; shall name Grantor, Greenfield Environmental Multistate Trust LLC, and the Beneficiaries and their respective agencies and

departments as additional insureds; shall be primary to any insurance maintained by Grantor; shall contain waivers of subrogation; and shall provide that Grantor be given prior written notice of the termination or expiration or any material changes in coverage or terms of such policy. Prior to accessing the Utility Easement Area or any other portion of the Site, the County shall cause each contractor to provide Grantor with a certificate of insurance evidencing the foregoing, in form and substance satisfactory to Grantor.

7. Prior to accessing the Utility Easement Area or any other portion of the Site, the County shall provide Grantor with a soil management plan specifying the County's proposed method of handling, sampling, transporting, and disposing of materials at the Utility Easement Area in accordance with all applicable federal, state or local laws, rules, regulations, ordinances or other requirements including, without limitation, Environmental Laws (the "Soil Management Plan"). The County covenants and agrees that neither it nor its contractor(s) shall access the Utility Easement Area or any other portion of the Site until such time as the County has received written approval of the Soil Management Plan from Grantor and EPA, in consultation with NCDENR. The Soil Management Plan, as the same may be amended from time to time, must remain in form and substance acceptable to EPA and in form and substance acceptable to Grantor for so long as Grantor shall hold title to the Site.

8. The County agrees to comply with and cause its contractors to comply with any restrictions on future use or other institutional controls on any portions of the Site and/or the Utility Easement Area required by the Beneficiaries or any other governmental authority in accordance with applicable laws, permitting and regulatory requirements (including, without limitation, worker health and safety regulations and Environmental Laws).

9. Nothing in this Easement shall be interpreted as affecting or impairing in any way the exculpations, immunities, liability protections and other rights extended to Grantor and its related entities under the Tronox Bankruptcy Agreements.

10. This Easement is subject to the prior approval of the Beneficiaries. In the event Grantor is unable to procure such approvals, this Easement shall be null and void without recourse to the Parties.

11. All provisions of this Easement, including the benefits and burdens hereof, shall run with the land be binding upon and inure to the benefit of the heirs, assigns, successors, tenants and personal representatives of the Parties.

12. This Easement shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Parties have caused this Easement to be executed as of the day and year first above written.

[Signatures on following pages]

Work Change Directive
Brunswick County

Date: 11/16/20 **Time:** 3:00 a.m./(p.m.) **Project Name:** NEB FM - Contract II - East

Designer: McKim & Creed **Contractor:** TA Loving Co.

Designer Rep: Sean Kenyon, PE **Contractor Rep:** Jason Hill

Directive: Contractor and all subcontractors that are required to be on the Greenfield Environmental Multistate Trust, LLC site shall obtain and provide COI's per the insurance requirements included in the executed easement agreement between the Trust and Brunswick County.

Reason for Change:

To comply with the requirements of the attached executed easement agreement between the Trust and Brunswick County, the Contractor and all Subcontractors must obtain additional insurance as per the language in the easement agreement.

The preceding directive requires the following actions by the Contractor before 11/19/20 (Date):

CONTRACTOR:

The total lump sum cost for the change noted above shall not exceed $ 50,156.89 .

OR

The estimated quantities, maximum unit prices, and maximum extended prices for each item are as follows:

Item	Estimated Quantity	Unit Price	Extended Price

The total change to the Time of Completion shall be an (increase)/decrease of 113 days.

DESIGNER:

The work change noted above is in the best interests of the owner. The price and Contract Time adjustment have been evaluated and are reasonable. The changes will be effected by a final adjusting change order at the close of the project **or** by _____(date), whichever is sooner.

OWNER:

The Owner agrees to the change as being in the Owner's best interest.

SIGNATURES:

Contractor — Date: 11/20/20

Designer — Date: 11-17-20

Owner — Date: 11-16-20

Original Designer Yellow Contractor Pink Owner

Change Proposal
Brunswick County

Date: 11/17/20
Designer: McKim & Creed
Designer Rep: Sean Kenyon

Project Name: NE Brunswick FM Contract II
Contractor: TA Loving
Contractor Rep: Jason Hill

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

Additional Insurance required to access the Greenfield Trust Site. = $50,156.89
Additional Time required = 113 Days

This change will: (ADD) SUBTRACT NOT CHANGE (circle as appropriate) the total project cost by $ $50,156.89 .

The total change to the Time of Completion shall be an: (INCREASE) DECREASE (circle as appropriate) of 113 days.

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

SIGNATURES:

Contractor — Date: 11/17/20

Designer's Action: ☐ Recommend ☐ Do Not Recommend

☒ Recommend with the following changes

Total change shall be paid out utilizing change order allowance included in the original bid price.

Designer — Date: 11-17-20

Original Designer Yellow Contractor Pink Owner

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal Request No.: 2

CHANGE ORDER PROPOSAL

Project Name:	NE Brunswick FM Contract II	Project. No.	4110
Location:	Navassa	Date	11.3.20
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim & Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: _____ Other_____

Description: Insurance Costs

1 LABOR (See attached itemized breakdown)				$4,648.00
2 MATERIALS (See attached itemized breakdown)				$0.00
3 EQUIPMENT/OTHER (See attached itemized breakdown)				$36,129.96
4 TIME EXTENSION FIELD COSTS**	113 DAYS	@ $0.00	PER DAY	$0.00
5 SUB-TOTAL DIRECT WORK				**$40,777.96**
6 OVERHEAD & PROFIT ON DIRECT WORK		20%		$8,155.59
7 TOTAL DIRECT WORK				**$48,933.55**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE

8 SUB-TOTAL SUBCONTRACTOR WORK			**$0.00**
9 OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	20%		$0.00
10 TOTAL SUBCONTRACTOR WORK			**$0.00**
11 SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK			**$48,933.55**
12 BOND & INSURANCE 2.50% of subtotal # 11			$1,223.34
13 TOTAL CHANGE PROPOSAL REQUEST			**$50,156.89**

Reviewed By _____ Date _____

** Schedule impact indeterminate at this time. The contractor reserves its rights to a time extension and extended field costs due to the cummulative effect of changes.

Accepted By
T. A. Loving Company

_____ Date _____

_____ Date _____

_____ Date _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal Request No.: 2

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material		0.00%	of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax		6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
A. Labor (From takeoff worksheet)				$4,648.00
B. Small Tools		0.00%	of Labor	$0.00
C. Clean-up		0.00%	of Labor	$0.00
D. Safety		0.00%	of Labor	$0.00
E. Safety Training		0.00%	of Labor	$0.00
F. Reproduction Costs				$0.00
G. As-Built Drawings	0	$73.00	HR	$0.00
H. Testing		0.00%	of Labor	$0.00
I. Warranty Work		0.00%	of Labor	$0.00
J. Punch List		0.00%	of Labor	$0.00
J. TOTAL LABOR				**$4,648.00**
EQUIPMENT/OTHER				
A. Equipment (From take off worksheet)				$0.00
B. Equipment Fuel Surcharge		0%	of Equipment	$0.00
C. Equipment Repairs		0%	of Equipment	$0.00
D. Equipment Yard Work		0.00%	of Equipment	$0.00
E. Assigned Equipment		0%	of Equipment	$0.00
F. Other (From take off worksheet)				$36,129.96
E. TOTAL EQUIPMENT/OTHER				**$36,129.96**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal Request No.: 2

TAKE OFF WORKSHEET

ITEM	DESCRIPTION	QTY	UNIT	MATERIAL UNIT COST	MATERIAL TOTAL COST	LABOR LABOR RATE	LABOR TOTAL COST	EQUIPMENT UNIT COST	EQUIPMENT TOTAL COST	OTHER UNIT	OTHER TOTAL COST
	Professional & Pollution Insurance										
	TA Loving	1	EA							$9,889.68	9,889.68
	LI Johnson	1	EA							$7,850.00	7,850.00
	Razorback	1	EA							$7,134.40	7,134.40
	Eco Express	1	EA							$7,055.88	7,055.88
	LI Johnson Re-Mobilization	1	EA							$1,500.00	1,500.00
	TA Loving Equipment Re-Mobilization	1	EA							$2,700.00	2,700.00
	Administrative Assistant	16	HR			$52.00	$832.00				
	Project Manager	20	HR			$132.00	$2,640.00				
	Risk Manager	8	HR			$147.00	$1,176.00				
					$0.00		**$4,648.00**		**$0.00**		**36,129.96**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal Request No.: 1

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

Current Hazwoper Training Completion - 10/30/20
Board Meeting - 11/16/20
Start Clearing - 11/30/20
Complete HDD, Bore and Open Cut Tie in - 2/19/21
Total Days - 113 Days

TOTAL DAYS 113

USI Insurance Services, LLC

PO Box 62819 * Virginia Beach, VA 23466

---------- INVOICE ----------

T. A. Loving Company
PO Box 919
Goldsboro, NC 27533

Invoice Date 11/27/19
Invoice No. 3063823
Bill-To Code TLOV2
Client Code TLOV2
Inv Order No. 417*5504020
Payment Due
Amount Remitted: $

Named Insured: T. A. Loving Company

Please return this portion with your payment.

Make checks payable to: USI Insurance Services, LLC

Effective Date	Policy Period	Coverage Description	Transaction Amount
11/28/19	04/01/19 to 04/01/20	Steadfast Insurance Company Policy No. EOC938392710 *Endorsement - Professional Liab - Oth	9,383.00
		Surplus Line Tax - Professional Liab -	469.15
		State Filing Fee - Professional Liab -	37.53
		Invoice Number: 3063823 Amount Due:	9,889.68

***Premiums Due and Payable on Effective Date**

ORIGINAL INVOICE

LI Johnson

DJ Perkins

From: Trey Johnson <lijohnson@embarqmail.com>
Sent: Tuesday, October 6, 2020 5:31 AM
To: DJ Perkins
Subject: RE: Special Certificates of Insurance

DJ,
The total cost of pollution and Professional plus my markup is $7850.

Please let me know if you need anything else from me.

Thank you,

Trey

As for me and my house, we will serve the Lord. Joshua 24:15

John 3:16 Properties, LLC & L.I. Johnson, Inc.
785 Gardner Road
Four Oaks, NC 27524

919-625-5157 mobile

From: DJ Perkins [mailto:dperkins@taloving.com]
Sent: Friday, October 2, 2020 2:27 PM
To: Trey Johnson <lijohnson@embarqmail.com>
Subject: RE: Special Certificates of Insurance

Trey what is the cost for the Professional?

From: Trey Johnson <lijohnson@embarqmail.com>
Sent: Friday, September 25, 2020 2:45 PM

DJ Perkins

From: Heather Winseck <heather@ecoexpressllc.com>
Sent: Tuesday, October 6, 2020 9:48 AM
To: DJ Perkins
Cc: Steve Rodgers
Subject: FW: Eco Express - UCPM

Good morning,

SIA provided the requested quote this morning – coverage would cost $1618.29.

Kind Regards,

Heather Winseck
Office Manager | Eco Express, LLC
418 Hermitage Road, Castle Hayne, NC 28429
heather@ecoexpressllc.com
Office: (910) 602-1686
Fax: (910)602-1685

From: Charlene Heubach <cheubach@siagroup.com>
Sent: Tuesday, October 6, 2020 9:17 AM
To: Heather Winseck <heather@ecoexpressllc.com>
Subject: RE: Eco Express - UCPM

Heather, same $1mil pollution with incidental professional liability would be $1,618.29.

From: Heather Winseck <heather@ecoexpressllc.com>
Sent: Tuesday, October 6, 2020 9:13 AM
To: Charlene Heubach <cheubach@siagroup.com>
Subject: FW: Eco Express - UCPM

Thanks Charlene. Steve needs the whole quote as soon as possible.

Razorback

DJ Perkins

From: Neill Wheeler <neill@razorbackboring.com>
Sent: Friday, September 25, 2020 1:18 PM
To: DJ Perkins; Jason Hill
Subject: Fwd: Quote
Attachments: Berkley Quote - CPL & Prof - Razorback Boring.pdf

Here is our quote for the insurance policy.
It's $7134.40 without any markup.
Please let me know if it's correct.

Neill Wheeler
Razorback Boring, Inc.
PO Box 1010
Morrisville, NC 27560
Cell: 919-669-2011
Office: 919-341-3050
Fax: 919-521-4046
NCGCL: 68454
SCGCL: G117269
www.razorbackboring.com

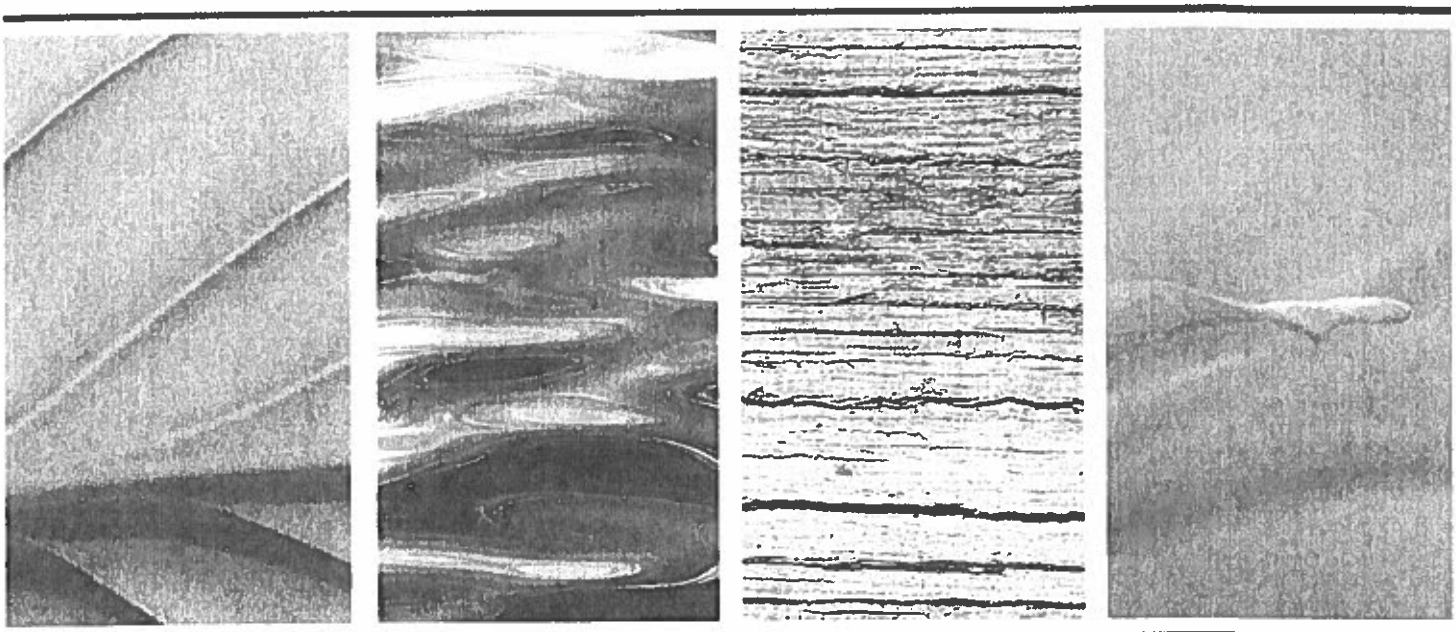
Begin forwarded message:

> **From:** Emory Sadler <ESadler@towneinsurance.com>
> **Date:** September 25, 2020 at 12:46:21 PM EDT
> **To:** Neill Wheeler <neill@razorbackboring.com>, Stephanie Rider <SRider@towneinsurance.com>
> **Subject: Quote**
>
> [EMAIL FROM EXTERNAL SENDER: Use caution when opening attachments, clicking links or responding to requests for information.]

BEACON

HILL ASSOCIATES INC

Your source for environmental insurance since 1990



Razorback Boring, Inc.

Carrier Quoting:

Nautilus Insurance Company

CPL/Prof Quote

Prepared for:

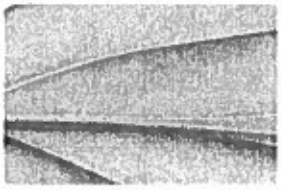
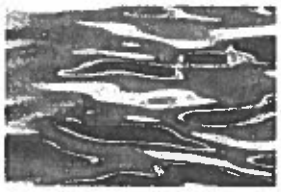
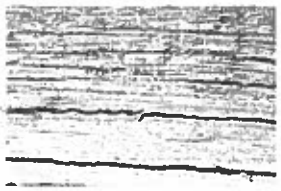
Emory Sadler

Towne Insurance Agency, LLC

9/25/2020

BHA #: 20-1093

BEACON HILL ASSOCIATES INC


Razorback Boring, Inc.

Carrier:
The attached indication is issued by Nautilus Insurance Company. This company is a surplus lines carrier in the Applicant's State. Please be sure your client fully understands the implications of working with an Excess & Surplus Lines company in their respective State.

Premium, Taxes and Fees:
The premium figure indicated in the Carrier Terms letter does not include Surplus Lines tax. Please see the attached Taxes, Fee and Premium calculation page for specific tax and fee requirements. If any resident countersignature requirements exist in your State, your office is responsible for those signatures.

Coverage:
Please review the indication carefully, paying particular attention to the Coverage, Limits (per occurrence and aggregate), Deductible/SIR, Exclusions, Terms and Conditions. The Terms and Conditions indicated herein may differ substantially from those requested, even if this is a renewal proposal from the same carrier. Any coverages requested, or previously provided, but not specifically represented here, are hereby declined.

As you are aware, many policies of this type offer some "claims made" coverage parts. Our quotes with attached endorsements indicate which those are, if any, and what the retroactive date for each is. Two things are critical; that the retroactive date is correct, and that the structure of the expiring coverage tracks properly with the new coverage being offered, and therefore leaves no gaps.

Additionally, it is very important that the Named Insureds shown on your quote, as well as the locations for which specific pollution coverage is to apply, are complete and correct. These must be listed on the quote for them to be covered by the Company.

As these are so important, and something we are unable to judge from our position, we are requesting confirmation that you are satisfied with all of these issues before binding coverage. Please initial here to verify that you and your client are in agreement that the coverage form structure as presented is acceptable.

AGREED BY AGENT (Initial): _____

Confirmation of Home State:
This account was quoted based on the home State listed on the application and shown in the attached quote. We need to verify the correct Home State for E&S tax filing purposes, per the NRRA Definition:
The NRRA (Nonadmitted & Reinsurance Reform Act) defines the home state of the insured as "(i) the state in which an insured maintains its principal place of business or, in the case of an individual, the individual's principal residence, or (ii) if 100% of the premium of the insured risk is located out of the state referred to in clause (i), the State to which the greatest percentage of the insured's taxable premium for that insurance contract is located." The definition goes on to clarify that, with respect to affiliated groups, "[i]f more than 1 insured from an affiliated group are named insureds on a single non-admitted insurance contract, the term 'home State' means the home State, as determined pursuant to [clauses (i) and (ii) above], of the member of the affiliated group that has the largest percentage of premium attributed to it under such insurance contract."

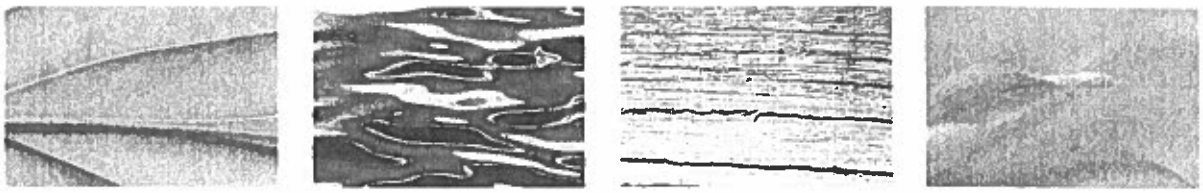
PER ABOVE, HOME STATE IS: _____

Once you have had an opportunity to review this indication, please call to discuss any questions. Thank you for the opportunity to quote your business.

Sincerely yours,
BEACON HILL ASSOCIATES, INC.
Anna Beuchert

9/25/2020

BEACON HILL ASSOCIATES, INC



Razorback Boring, Inc. 20-1093

The following premium and tax estimates are for reference purposes only. Final premiums due will be calculated and provided in your Invoice when coverage is bound. Those final calculations supersede figures represented here.

I. Premium, Taxes & Fees: (options listed separately) Risk State NC

Gross Premium	BHA Fee	Stamping Fee	E&S Tax Due	Total Due
$6,674.00	$100.00	$26.70	$333.70	$7,134.40

Premium Option(s) above does not include Tria
Premium is due within 10 Days

II: NC E&S Filing Information:

Beacon Hill Associates will be happy to do the North Carolina Excess and Surplus Filings for you on this account. In order to do that, however, we will need the following from you:

Please sign below to confirm you have complied with the following North Carolina regulations:

1) Confirm you have been unable after a diligent search to obtain insurance on behalf of this insured from any insurance company licensed to do business in North Carolina the full amount or kind of insurance necessary to protect the risks under §58-21-15.

2) Agree that you have complied with NC §58-21-50 stating you have notified the insured in writing that A.) The insurer with which the coverage has been placed is not licensed by this State and is not subject to its supervision; and (B.) In the event of the insolvency of the surplus lines insurer, losses will not be paid by any State insurance guaranty or solvency fund.

Signed by:_____ Date: _____

Please contact us with any questions as you review this.

Regards,

BEACON HILL ASSOCIATES, INC.

Berkley Environmental

PartnerOne Environmental

QUOTATION

Date: 9/24/2020	**Quote Number:** 50000318542
Producer Information:	**Submitted Risk Information:**
Beacon Hill Associates, Inc	Razorback Boring, Inc.
408 Park Street	P.O. Box 1010
Charlottesville, VA 22902	Morrisville, NC 27560
Attn: Jamie Lewis	

We are pleased to offer this quotation based on the information submitted. The policy forms and endorsements quoted may not be standard industry forms. These forms are available for your review. The terms and conditions offered may differ from your prior policy and from what you requested in your submission.

Nautilus Insurance Company (A.M. Best Rating A+ XV)

Coverage Form: Contractors Pollution and Professional Liability Policy - Occurrence – CPP 9000 02 19

LIMITS OF LIABILITY, RETENTIONS AND RETROACTIVE DATES			
Policy Aggregate Limit:	$2,000,000		
Coverage A - Professional Liability			
Limit:	$1,000,000	Each Claim	
Retention:	$10,000	Deductible	Each Claim
Retroactive Date:	POLICY INCEPTION	A - Professional Liability	
Coverage B.1 - Contractors Pollution Legal Liability			
Limit:	$1,000,000	Each Occurrence	
Retention:	$5,000	Deductible	Each Occurrence
Coverage B.2 - Transportation Pollution Liability			
Limit:	$1,000,000	Each Occurrence	
Retention:	$5,000	Deductible	Each Occurrence
Coverage B.3 - Third Party Claims for Non-Owned Disposal Site(s)			
Limit:	$1,000,000	Each Claim	
Retention:	$5,000	Deductible	Each Claim
Retroactive Date:	POLICY INCEPTION	B.3 - Third Party Claims for Non-Owned Disposal Site(s)	
Coverage B.4 - Microbial Substance Contractors Pollution Liability			
Limit:	$1,000,000	Each Occurrence	
Retention:	$5,000	Deductible	Each Occurrence
Coverage B.5 - Named Insured's Locations			
Limit:	$1,000,000	Each Claim	
Retention:	$5,000	Deductible	Each Claim

Coverage B.6 - Emergency Remediation Costs			
Limit:	$1,000,000	Each Pollution Condition	
Retention:	$5,000	Self Insured Retention	Each Pollution Condition
Coverage C - Protective Professional Indemnity			
Limit:	$1,000,000	Each Protective Professional Claim	
Retention:	$10,000	Self Insured Retention	Per Each Protective Professional Claim
Retroactive Date:	POLICY INCEPTION	Coverage C - Protective Professional Indemnity Retroactive Date	
Supplementary Payments - Rectification Expense			
Sublimit:	$25,000	Coverage Aggregate	
Retention:	$10,000	Self Insured Retention	Each Claim
Retroactive Date:	POLICY INCEPTION	Supplementary Payments - Rectification Expense	
Supplementary Payments - Corporate Reputation Rehabilitation			
Sublimit:	$25,000	Coverage Aggregate	
Supplementary Payments - Crisis Management Expense			
Sublimit:	$25,000	Coverage Aggregate	
Supplementary Payments - ADA and FHA Defense Expense			
Sublimit:	$25,000	Coverage Aggregate	

Policy Term: 10/01/2020 to 10/01/2021
Minimum Annual Premium: 100%
Deposit Premium: 100%
Minimum Earned Premium: 25%

Exposure Basis	Estimated Exposure	x	Composite Rate	=	Policy Premium
Per $1,000 Gross Receipts	$7,000,000		Flat		$6,674

Policy Premium: $6,674
Terrorism Additional Premium: $267 (4% of policy premium)
Total Policy Premium $6,941

FORMS AND ENDORSEMENTS (NOTE: Please read the policy forms and endorsements carefully.):

E001J 07 20	Nautilus Policy Jacket
ENV DIR CLAIMS 01 20	Policyholder Notice - Claim Reporting Information
ENV DEC 08 12	Common Policy Declarations
CPP SUPP 10 18	Contractors Pollution and Professional Liability Supplemental Declarations
ENV FORMS 09 10	Schedule of Forms and Endorsements
S020 (04-05)	Service of Suit
CPP 9000 02 19	Contractors Pollution and Professional Liability Policy - Occurrence
CPP 9025 10 18	Schedule of Insured Locations
CPP 9027 10 18	Subrogation - Coverage B1 B2 and B4
CPP 9064 11 18	Exclusion - Unauthorized Access to or Disclosure of Confidential or Personal Information and Data-Related Liability
CPP 9065 11 18	Limited Cyber Coverage
CPPO 9023 10 18	Protective Indemnity Coverage Endorsement
ENV 2002 06 18	Known or Reported Claims Exclusion
ENV 2012 01 12	Earned Premium and Flat Rate
ENV 2225 10 18	Exclusion of Certified Acts of Terrorism
IL 12 02 01 16	Office of Foreign Asset Control (OFAC) Exclusion Endorsement

AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE OF WE WRITE THIS POLICY

Subject to the following, you do not have to submit Certificates of Insurance to us. Authority is granted to you and your subproducer to issue unmodified ACORD certificates of insurance. You and your subproducer may include on the certificate an accurate representation of the coverage form and endorsements applicable to this policy at the time the certificate is issued. Any modification to the ACORD certificate or the issuance of a non-ACORD certificate of insurance must be submitted to us for approval.

Certificates of Insurance may only be issued as a matter of information. Certificates of Insurance do not amend, extend or alter coverage afforded under this policy. We do not recognize Certificates of Insurance as endorsement or policy change requests. You must submit a separate written request if an endorsement or policy change (including the addition of additional insured coverage or other coverage) is required.

THIS QUOTATION IS SUBJECT TO RECEIPT AND REVIEW OF THE FOLLOWING INFORMATION WITHIN THE SPECIFIED TIMEFRAME. UPON RECEIPT AND REVIEW OF THE ITEMS LISTED BELOW, WE RESERVE THE RIGHT TO MODIFY THESE TERMS AND CONDITIONS IN ACCORDANCE WITH OUR UNDERWRITING GUIDELINES.

1. Company brochure/ qualifications, Required Prior to Binding.
2. Signed and dated TRIA Letter, Required Prior to Binding.
3. Three years currently valued GL loss runs, Required Prior to Binding.
4. Most recent Audited/ Reviewed financial statements, Required Prior to Binding.
5. Completed, signed and currently dated PartnerOne application- all questions need to be answered and FEIN number, Required Prior to Binding.

STANDARD TERMS AND CONDITIONS:

1. Premium is 100.00% Minimum and 100.00% Deposit.
2. Note that mandatory Exclusion Unauthorized Access To Or Disclosure Of Confidential Or Personal Information And Data-Related Liability is part of this proposal, and that Limited Cyber Coverage is offered. See the specimen Endorsement Limited Cyber Coverage included with this proposal for terms, limits and pricing. Should you opt-out of this offer, no such coverage will be afforded, and premium will be reduced accordingly.
3. Premium is due 10 days from the effective date of coverage.
4. Berkley Environmental reserves the right to perform an engineering survey any time during the policy term.
5. All policies are 25.00% minimum earned upon binding.
6. The premium(s) provided in this proposal is based on the submitted information received to date and is subject to change based upon receipt of the underwriting information requested in the Subjectivities section of this quote proposal.

This quotation was prepared for Beacon Hill Associates, Inc and outlines the coverages, terms and conditions offered by the company. Please review this document, as it may differ from the coverages, terms and conditions requested within the submission.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage under your policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of $ 267 (Quote No. 518542-1 Option 1).
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

_____
Policyholder/Applicant's Signature

_____
Print Name

_____
Date

Nautilus Insurance Company
Insurance Company

_____
Policy Number

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ENDORSEMENT

This Endorsement forms a part of the policy to which it is attached. Please read it carefully.

LIMITED CYBER COVERAGE

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		10/1/2021	10/1/2020

THE SECURITY BREACH LIABILITY INSURING AGREEMENT CONTAINED IN THIS ENDORSEMENT PROVIDES COVERAGE FOR DEFENSE COSTS WHICH ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMIT OF INSURANCE. PAYMENT OF DEFENSE COSTS UNDER THIS ENDORSEMENT WILL REDUCE THE LIMIT OF INSURANCE.

SCHEDULE

Cyber Aggregate Limit Of Insurance:	$50,000
Security Breach Expense Aggregate Sublimit Of Insurance:	$25,000
Extortion Threats Aggregate Sublimit Of Insurance:	$25,000
Replacement Or Restoration Of Electronic Data Aggregate Sublimit Of Insurance:	$25,000
Public Relations Expense Aggregate Sublimit Of Insurance:	$25,000
Security Breach Liability and Defense Costs Aggregate Sublimit Of Insurance:	$25,000
Cyber Deductible:	$1,000
Retroactive Date:	10/1/2020
Cyber Premium (Included in Policy Premium):	$280

This Endorsement shall not increase our limits of insurance, as shown in the Declarations of this policy. Claims and claim-related costs paid by us pursuant to this Endorsement shall reduce the General Aggregate Limit. Upon exhaustion of the General Aggregate Limit, we shall have no obligation to make any further payments to, or on behalf of, the insured for defense, indemnification, or otherwise.

I. The following is added to SECTION I – INSURING AGREEMENTS

CYBER – INSURING AGREEMENTS

Coverage provided under Insuring Agreements **1.** Security Breach Expense, **2.** Extortion Threats, **3.** Replacement Or Restoration Of Electronic Data, and **4.** Public Relations Expense, applies to **loss** resulting directly from a **cyber incident, extortion threat**, or **security breach** which is first **discovered** during the **policy period** shown in the Declarations or during the period of time provided in Condition **3.** Extended Period To Discover Loss, in Section **V** - Policy Conditions, and which first takes place on or after the Retroactive Date shown in the Schedule and before the end of the **policy period** shown in the Declarations.

Any **cyber incident, extortion threat, security breach** or **claim** that arises out of the same facts or circumstances and results in **loss** under one or more of the following Insuring Agreements will be deemed to be related and, as such, will be deemed to have been **discovered** during the earliest **policy period** that any such related **cyber incident, extortion threat, security breach** or **claim** was discovered.

1. Security Breach Expense

We will pay for **loss** resulting directly from a **security breach** that is first **discovered** during the **policy period.**

With respect to this Insuring Agreement:

a. Loss means **security breach expenses.**

b. Security breach expenses means:

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(1) Forensics

The costs to establish whether a **security breach** has occurred or is occurring. If a **security breach** has occurred, the following costs are also included:

(a) Costs to investigate the cause, scope and extent of a **security breach** and to identify any affected parties; and

(b) Costs to determine any action necessary to remediate the conditions that led to or resulted from a **security breach** including, but not limited to, fees paid for legal and other professional advice on how to respond to the **security breach**;

(2) Notification

Costs to notify all parties affected by a **security breach** including, but not limited to, notice to be transmitted through media required by **privacy regulations**;

(3) Overtime Salaries

Overtime salaries paid to employees assigned to handle inquiries from the parties affected by a **security breach**;

(4) Call Center

Fees and costs of a company hired by you for the purpose of operating a call center to handle inquiries from the parties affected by a **security breach**;

(5) Post-event Monitoring

Costs to provide credit and identity monitoring services to the affected parties of a **security breach** for up to one year, or longer if required by applicable law, from the date of notification to those affected parties of such **security breach**; and

(6) Other Expenses

Any other reasonable expenses incurred by you with our written consent.

Security breach expenses do not include any costs or expenses associated with upgrading, maintaining, repairing, remediating or improving a **computer system** as a result of a **security breach**.

2. Extortion Threats

We will pay for **loss** resulting directly from an **extortion threat** that is first **discovered** during the **policy period**.

With respect to this Insuring Agreement:

a. **Loss** means **extortion expenses**.

b. **Extortion expenses** means:

(1) Fees and costs of:

(a) A security firm; or

(b) A person or organization;

hired with our consent to determine the validity and severity of an **extortion threat** made against you;

(2) Interest costs paid by you for any loan from a financial institution taken by you to pay a ransom demand;

(3) Reward payments paid by you to an **informant** which lead to the arrest and conviction of parties responsible for **loss**;

(4) Any other reasonable expenses incurred by you with our written consent, including:

(a) Fees and costs of independent negotiators; and

(b) Fees and costs of a company hired by you, upon the recommendation of the security firm, to determine how to protect your **electronic data** from further threats; and

(5) Ransom payments made in the form of cash, or virtual currency such as, but not limited to, Bitcoin.

3. Replacement Or Restoration Of Electronic Data

We will pay for **loss** of your **electronic data** or **computer programs** stored within a **computer system** resulting directly from a **cyber incident** that is first **discovered** during the **policy period**.

With respect to this Insuring Agreement:

Loss means the cost to replace or restore your **electronic data** or **computer programs** as well as the cost of data entry, reprogramming and computer consultation services.

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UCPM Environmental Insurance

PROPOSAL

Friday, October 9, 2020

FROM: Tatiana Cheeks
TO: SIA Group
ATTN: Anna Bland

RE: ECO Express, LLC

We are pleased to provide the following proposal for your client. Please review all coverage terms and conditions carefully as the coverage being offered may be more limited than coverages requested.

Coverage: All terms per Carrier **Company:** Indian Harbor Insurance Company

Options	A
Limits	**$1M/$1M**
Retention	See Quote
Premium	$6,220.00
Program Fee	**$500.00**
Surplus Lines Tax (NC) 5.000%	$311.00
State of NC Surplus Lines Fee	**$24.88**
Total due by insured	**$7,055.88**

Taxes shown above will increase if terrorism coverage is added to the premium. Details for purchasing terrorism coverage follow, but are not included in the above calculations.

Payment is due to UCPM, Inc. within 15 days from the effective date of coverage.

The indication is subject to the receipt and satisfactory review of the following information prior to binding unless otherwise noted:

- Written instructions in the bind request to accept or reject TRIA
- Completed, signed and dated XL application
- 5 years currently valued GL loss runs

UCPM can handle the surplus lines filing after receipt of any necessary affidavits.

Quote is valid for 30 days from the date of this proposal, or until the Expiration Date of the current policy, whichever is sooner.

Note: Higher limits may be available for most risks. Payment of premium or receipt of a policy number does not guarantee coverage if there are binding subjectivities outstanding.

Prepared by:
Bryan W. Batton, Asst. County Attorney
P.O. Box 249
Bolivia, NC 28422

UTILITY EASEMENT

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

THIS EASEMENT (this "Easement") is made and entered into this the 4 day of November, 2019, by and between **GREENFIELD ENVIRONMENTAL MULTISTATE TRUST LLC,** a Delaware limited liability company, not individually but solely in its representative capacity as Trustee of the **MULTISTATE ENVIRONMENTAL RESPONSE TRUST,** a New York environmental response trust, whose address is 11 Flagg St., Unit No. 1, Cambridge, Massachusetts 02138, as grantor (the "Grantor"), and **BRUNSWICK COUNTY,** a North Carolina body politic and political subdivision of the State of North Carolina, whose address is P.O. Box 249, Bolivia, North Carolina 28422, as grantee (the "County") (individually, a "Party"; collectively, the "Parties").

WITNESSETH

WHEREAS, Grantor has been established pursuant to that certain Consent Decree and Environmental Settlement Agreement (the "Settlement Agreement") entered in the U.S. Bankruptcy Court for the Southern District of New York in the matter of *In re: Tronox Incorporated, et al.*, Case No. 09-10156 (ALG), and that certain Environmental Response Trust Agreement (together with the Settlement Agreement, the "Tronox Bankruptcy Agreements") entered into pursuant to the Settlement Agreement on February 14, 2011;

WHEREAS, pursuant to the Tronox Bankruptcy Agreements, (i) Tronox Incorporated and its affiliates (collectively, "Tronox") conveyed to Grantor by quitclaim deed Tronox's right, title and interest, if any, in and to the Kerr-McGee Chemical Corporation Superfund Site located in Navassa, Brunswick County, North Carolina, as described in Exhibit A attached hereto and incorporated herein by reference (the "Site"), and (ii) Grantor's responsibilities include, without limitation, holding its interest in the Site for the benefit of the United States and the State of

North Carolina (collectively, the "Beneficiaries"), and investigating and remediating the Site pursuant to budgets approved by the United States Environmental Protection Agency ("EPA"), in consultation with the North Carolina Department of Environment and Natural Resources ("NCDENR"); and

WHEREAS, the County desires to locate a utility system on a portion of the Site, and, subject to the terms of this Easement, Grantor is desirous of granting to the County a non-exclusive right to go upon and use a portion of the Site for placement of said utility system;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents hereby grant, assign, bargain, sell and convey unto the County and the County's successors and assigns a non-exclusive, perpetual and permanent right, privilege and easement to go through, under and upon the thirty (30)-foot wide portion of the Site described and shown in Exhibit B attached hereto and incorporated herein by reference (the "Utility Easement Area") for the purpose of constructing, installing, maintaining, repairing, replacing, removing, extending, improving, building and/or operating a public sewer force main utility system in connection with the Northeast Brunswick Regional Wastewater Treatment Plant including, but not limited to, mains, pipes, valves and other appurtenant facilities (the "Utility System"), in accordance with the plans attached hereto and incorporated herein by reference as Exhibit C.

TO HAVE AND TO HOLD the above-described easement to the County and its successors and assigns forever.

SUBJECT, HOWEVER, in all instances to the terms and conditions of this Easement, including the following:

1. The Utility System shall remain the property of the County. The County shall have the right to inspect, remove, repair, replace, maintain and improve the Utility System, together with the rights of ingress and egress to access the Utility System, and to make such changes and additions to the Utility System as the County from time to time may deem advisable, provided that the County shall: (a) provide Grantor with at least twenty-four (24) hours' advance notice before accessing the Utility Easement Area except in the event of an emergency, in which case the County shall (i) immediately notify Grantor of such emergency access and (ii) provide Grantor with a detailed description of the actions undertaken by the County within forty-eight (48) hours of undertaking such emergency access; (b) use its best efforts to avoid any material, adverse interference with other uses of Grantor's property; and (c) ensure that the Utility System remains predominately below the surface of the Utility Easement Area.

2. Grantor reserves the right to enter upon and use such portions of the Utility Easement Area as may be necessary for Grantor to comply with all applicable laws and perform Grantor's obligations under the Tronox Bankruptcy Agreements, including, without limitation, implementation of environmental site assessments and/or remediation work pursuant to the Tronox Bankruptcy Agreements and facilitation of future development of the Site (including, without limitation, the Utility Easement Area). In addition, Grantor reserves the right to require

the County to cause any contractor not performing work in full compliance with applicable laws, permitting and regulatory requirements (including, without limitation, worker health and safety regulations and Environmental Laws (as defined hereafter)) to immediately cease its activities upon and depart from the Utility Easement Area. The County shall: (a) cooperate with Grantor to the extent that any of the foregoing activities affect the Utility Easement Area; (b) restore the Utility Easement Area to its approximate level and condition that existed prior to construction of the Utility System and reseed the Utility Easement Area; (c) restore any portions of the Utility Easement Area and curbing, guttering or pavement affected by the County's construction and maintenance activities; (d) solely bear the cost associated with such restoration and reseeding of the Utility Easement Area; (e) keep the Utility Easement Area free from liens arising in any manner related to the County's use of the Utility Easement Area, and promptly discharge any lien that may be asserted by any third party arising in any manner relating to the foregoing; (f) cooperate with Grantor to the extent that any of the foregoing activities affect the Utility Easement Area; and (g) conduct any and all construction and/or repair or maintenance activities in a manner so as not to interfere with or impede Grantor's activities at the Site and/or the Utility Easement Area. Except as specified to the contrary in this Section 2, the County shall not be responsible for landscaping or otherwise improving the Utility Easement Area following its completion of the Utility System.

3. The County, for itself and its successors and assigns, expressly acknowledges and agrees that no representations, warranties, covenants, guaranties or promises of any kind, express or implied, have been made by Grantor or Grantor's agents or representatives to the County or to the County's agents or representatives with respect to the Site and/or the Utility Easement Area. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COUNTY EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE UTILITY EASEMENT AREA AND THE RIGHTS GRANTED HEREUNDER "AS IS," "WHERE IS" AND "WITH ALL FAULTS." Grantor hereby expressly disclaims any and all representations or warranties as to: (a) the Site's and/or the Utility Easement Area's compliance with any and all federal, state or local laws, rules, regulations, ordinances or other requirements, including, without limitation, any such laws or other requirements with respect to the maintenance and/or removal of improvements, if any, on the Site and/or the Utility Easement Area; (b) the environmental condition of the Site and/or the Utility Easement Area; (c) the Site's and/or the Utility Easement Area's compliance with Environmental Laws (as defined hereafter); (d) restrictions on usage of the Site and/or the Utility Easement Area imposed by any governmental authority or the suitability of the Utility Easement Area as a developable or useable site for any purpose; and (e) the acreage or square footage of the Site and/or the Utility Easement Area. The County hereby assumes, and shall be solely responsible for, all environmental matters affecting or arising as a result of the Easement, including, without limitation, compliance with all Environmental Laws (as hereafter defined) and the presence of any Hazardous Substances (as hereafter hereafter), if any, on, in, under, or migrating from or otherwise attributable to the Site and/or the Utility Easement Area. "Environmental Laws" means any past, present, or future federal, state, or local laws, statutes, ordinances, regulations, judgments, and orders and the common law, including the law of strict liability and the law of abnormally dangerous activities, relating to environmental matters, including, without limitation, provisions pertaining to or regulating air pollution, water pollution, noise control, wetlands, watercourses, wildlife, Hazardous Substances, or any other activities or conditions which impact or relate to the

environment or nature. "Hazardous Substances" means any hazardous waste, hazardous substance or material, as defined under any Environmental Law or any pollutant, contaminant, radioactive or biological material or waste, or petroleum or petroleum related products or waste.

4. The County, for itself and its successors and assigns, hereby releases, remises and forever discharges Grantor, Greenfield Environmental Multistate Trust LLC (both in its individual capacity and in its representative capacity as the Trustee of the Trust), Greenfield Environmental Trust Group, Inc. (and each of their respective officers, directors, shareholders, partners, employees, members, agents and representatives), the Beneficiaries (and their respective agencies and departments), and the respective officers, directors, shareholders, partners, employees, members, agents, representatives, successors, and assigns of each of them (collectively, the "Grantor Parties") from and against, and irrevocably and unconditionally waives, all Claims (as hereafter defined) and liability against the Grantor Parties for or attributable to any and all losses, costs, claims, liabilities, expenses, demands, fees or obligations of any kind or nature whatsoever, whether known or unknown and foreseen or unforeseen, attributable to the environmental condition of the Site and/or the Utility Easement Area, whether arising or accruing before, on or after the date hereof, and whether attributable to events or circumstances which have heretofore or may hereafter occur, including all losses, costs, claims, liabilities, expenses, demands, fees and obligations relating to the presence, discovery, release or removal of any Hazardous Substances in, at, under or about the Utility Easement Area. "Claim," as used herein, means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross claims, contribution claims, indemnity claims, executions, judgments, losses, penalties, obligations and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection. The County, for itself and its successors and assigns, agrees that it and they will not institute any action, suit or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Grantor Party in any action, suit or proceeding which is the subject of the release provided in this Section 4.

5. The County shall cause its contractor(s) performing installation and maintenance of the Utility System to execute and deliver to Grantor a Release, Waiver and Indemnity in the form attached hereto as Exhibit D prior to accessing the Utility Easement Area or any other portion of the Site.

6. The County shall cause its contractor(s) performing installation and maintenance of the Utility System to procure and maintain the following policies of insurance: (i) workers' compensation and employer's liability at the statutory limit required in the State of North Carolina; (ii) commercial general liability with per occurrence and aggregate limits of $2,000,000; (iii) comprehensive automobile liability with coverage of $1,000,000 combined single limit for bodily injury and death and property damage for each accident; (iv) excess liability with per occurrence and aggregate limits of $1,000,000; (v) professional liability of at least $1,000,000 per claim; and (vi) pollution liability of at least $1,000,000 per claim. Each policy shall be issued by an insurer rated A or higher in Best's Insurance Manual or equivalent and qualified to do business in the State of North Carolina; shall name Grantor, Greenfield Environmental Multistate Trust LLC, and the Beneficiaries and their respective agencies and

departments as additional insureds; shall be primary to any insurance maintained by Grantor; shall contain waivers of subrogation; and shall provide that Grantor be given prior written notice of the termination or expiration or any material changes in coverage or terms of such policy. Prior to accessing the Utility Easement Area or any other portion of the Site, the County shall cause each contractor to provide Grantor with a certificate of insurance evidencing the foregoing, in form and substance satisfactory to Grantor.

7. Prior to accessing the Utility Easement Area or any other portion of the Site, the County shall provide Grantor with a soil management plan specifying the County's proposed method of handling, sampling, transporting, and disposing of materials at the Utility Easement Area in accordance with all applicable federal, state or local laws, rules, regulations, ordinances or other requirements including, without limitation, Environmental Laws (the "Soil Management Plan"). The County covenants and agrees that neither it nor its contractor(s) shall access the Utility Easement Area or any other portion of the Site until such time as the County has received written approval of the Soil Management Plan from Grantor and EPA, in consultation with NCDENR. The Soil Management Plan, as the same may be amended from time to time, must remain in form and substance acceptable to EPA and in form and substance acceptable to Grantor for so long as Grantor shall hold title to the Site.

8. The County agrees to comply with and cause its contractors to comply with any restrictions on future use or other institutional controls on any portions of the Site and/or the Utility Easement Area required by the Beneficiaries or any other governmental authority in accordance with applicable laws, permitting and regulatory requirements (including, without limitation, worker health and safety regulations and Environmental Laws).

9. Nothing in this Easement shall be interpreted as affecting or impairing in any way the exculpations, immunities, liability protections and other rights extended to Grantor and its related entities under the Tronox Bankruptcy Agreements.

10. This Easement is subject to the prior approval of the Beneficiaries. In the event Grantor is unable to procure such approvals, this Easement shall be null and void without recourse to the Parties.

11. All provisions of this Easement, including the benefits and burdens hereof, shall run with the land be binding upon and inure to the benefit of the heirs, assigns, successors, tenants and personal representatives of the Parties.

12. This Easement shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Parties have caused this Easement to be executed as of the day and year first above written.

[Signatures on following pages]

GREENFIELD ENVIRONMENTAL MULTISTATE TRUST LLC, a Delaware limited liability company, not individually but solely in its representative capacity as Trustee of the MULTISTATE ENVIRONMENTAL RESPONSE TRUST, a New York environmental response trust

By: Greenfield Environmental Trust Group, Inc., Member

By: _____
Name: Cynthia Brooks
Its: President

STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared Cynthia Brooks, provide to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as President of Greenfield Environmental Trust Group, Inc., Member of Greenfield Environmental Multistate Trust LLC, Trustee of the Multistate Environmental Response Trust.

_____
Notary Public

My commission expires: _____

COUNTY OF BRUNSWICK

By: _____

Name: Frank Williams

Its: Chairman

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, William J. Galloway, a Notary Public for the State of North Carolina, County of Brunswick, do hereby certify that Frank Williams personally came before me this day and acknowledged that s/he is a duly authorized agent of the BRUNSWICK COUNTY, NORTH CAROLINA and that by authority duly given and as the act of the corporation, each individual signed the foregoing instrument on its behalf.

Witness my hand and official stamp or seal, this 4th day of Nov., 2019.

_____

Notary Public William J. Galloway

My commission expires: 11/22/2020

EXHIBIT A

Legal Description of Site

BEGINNING AT a point on the A.C.L. Railroad's right of way about 400 feet from the Navassa, Guano Company's intersection of said right of way; and running thence on a reverse line N. 3, W. 520.5 feet to an iron stake; thence reverse line N. 77 W. 324.5 feet to an iron stake; thence; reverse line of North 430 feet to a stake; thence a reverse line N. 73.30 W. 1457 feet to the low water mark of Brunswick River Channel; thence along and with the low water mark of Brunswick River Channel about three quarters of a mile to the low water mark of Sturgeon Creek; thence up with the low water mark of Sturgeon Creek and its various courses for a distance of about three quarters of a mile to a point where the Wilmington, Brunswick and Southern Railroad crosses said Sturgeon Creek; and thence along the East right of way of the said Wilmington, Brunswick and Southern Railroad to the point where the said Wilmington, Brunswick and Southern Railroad's right of way intersects the A.C.L. Railroad's right of way; thence along the A.C.L. Railroad's right of way to the beginning, containing three hundred acres, more or less, being a portion of the land heretofore conveyed by F. H. Moore and wife to A. J. McKinnon, V. P., by deed recorded September 3, 1910, in book 10, at page 231, in the office of the Register of Deeds of Brunswick Country, North Carolina, and being the seventh tract in a deed from A. J. McKinnon and wife to the A. J. McKinnon Corporation, recorded in Book 27, at page 518, in the office of the Register of Deeds of Brunswick County, and the same land as contained in deed from A. J. McKinnon and wife, and John F. McNair to C. A. Capps, by deed dated May 31, 1911, and recorded in book 16 at page 303, in the office of the Register of Deeds Brunswick County, North Carolina, and as contained in a deed from John F. McNair to McNair Investment dated December 29, 1923 and recorded in Book 40, at page 137, in the office of the Register of Deeds of Brunswick County, North Carolina, together with all and singular, the lands, tenements, easements and appurtenances thereto belonging, or in anywise appertaining.

FIRST TRACT:

BEGINNING at a Buggy axle which is the North corner of the June Davis old home tract and runs thence North 64 degrees and 30' West 295 feet to a buggy axle, the West Corner of the June Davis old home tract; thence South 25 degrees and 20' West 72 feet to a stake in the June Davis line; thence South 64 degrees and 30' East 295 feet to a stake in the June Davis Eastern line; thence North 25 degrees and 20' East 73 feet to the first station. Containing to the same 112 acre, more or less, according to a survey made by J. B. Atkinson, June 25, 1946. Being the same lands conveyed by June Davis to Ida Merrick, by deed dated July 1, 1946, recorded in Book 83, Page 629, in the office of the Register of Deeds of Brunswick County, North Carolina.

SECOND TRACT:

Two acres reserved by the late F. M. Moore out of the land he sold A. J. McKinnon, Five, Six, or Seven years ago, the said two acres to be surveyed and using the old dwelling as the center of the two acres, this dwelling was burned a year or two before the said McKinnon bought the surrounding land, this being a part of the Fair Oaks Plantation at Navassa, the brick pillow and chimneys still show the location of this old dwelling, for further description the records of

Brunswick County, North Carolina will show. Being the same lands conveyed by M. A. Moore, et al., to June Davis, by deed dated June 12, 1917, recorded in Book 29, Page 74, in the office of the Register of Deeds of Brunswick County, North Carolina.

Excepting, however, any portions thereof conveyed by June Davis for which deeds are recorded in the Office of the Register of Deeds of Brunswick County, North Carolina. It is intended by this deed to convey all right, title, and interest of the parties of the first part, of either of them, in and to all land which were conveyed to Ida Merrick by her father, June Davis, or which she inherited from him as his only child and heir at law, and included within the bounds of the lands bounded on the East by Brunswick River, on the South by Sturgeon Creek, on the West and North by the old Wilmington-Brunswick and Southern Railroad right-of-way; and on the East and North by Armour Fertilizer Works.

Located in the Township of Town Creek, County of Brunswick, State of North Carolina.

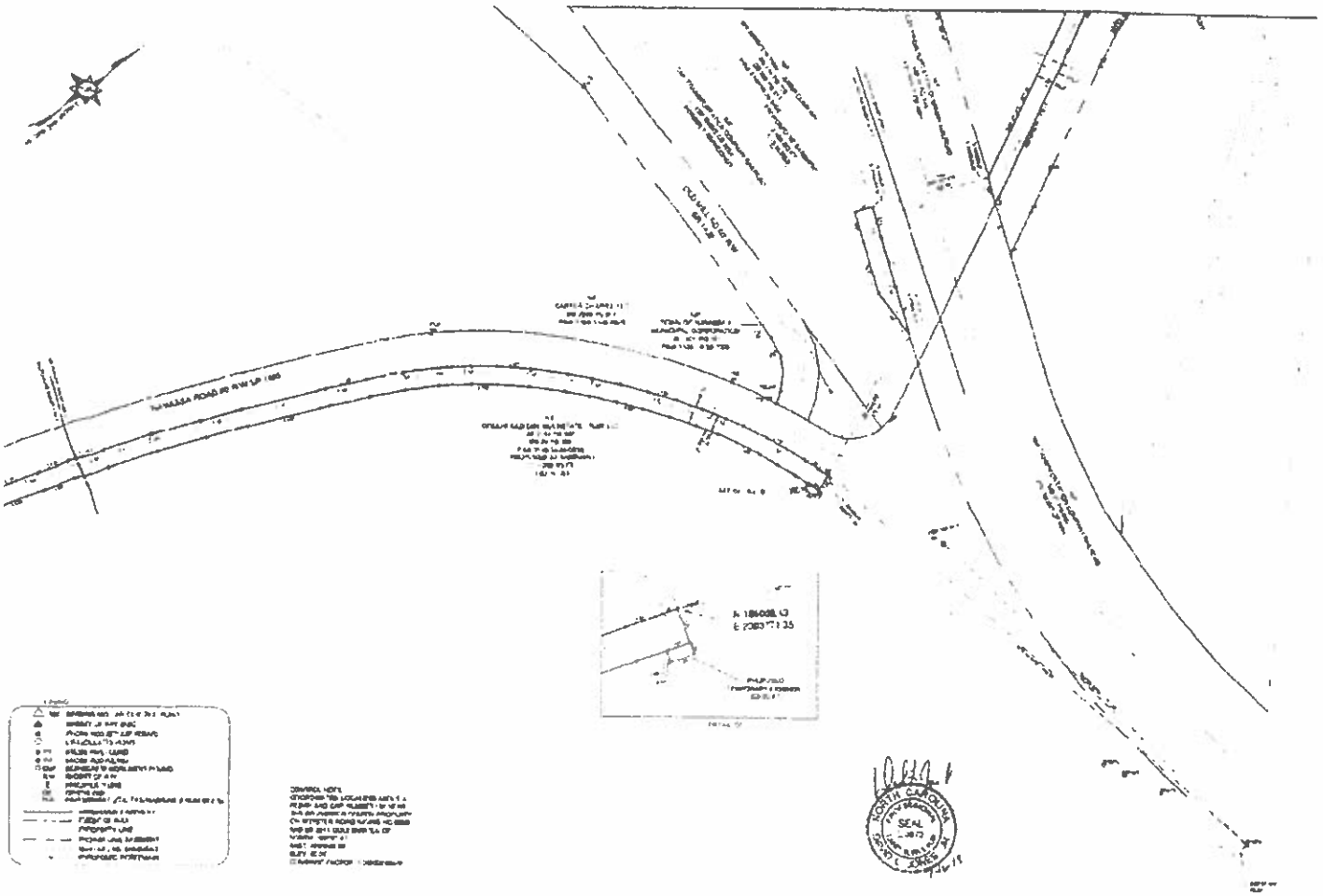
FIRST TRACT; Beginning at the intersection of the low water mark of Sturgeon Creek and the eastern right of way line (65 feet East of the center line) of the Old Wilmington, Brunswick and Southern Railroad, said point being under a concrete highway bridge, which said highway leads from U.S. Highway 74 and 76 to Navassa, N. C.; running thence along the said eastern right-of-way of W. B. & S. Railroad (65 feet from its center line) and in general, along the pavement of said Highway N, 19 deg. 50 min. East 3457.6 feet to a point, the beginning of a curve to the right, running thence along said curve to the point of intersection of said Eastern right of way line of the said W. B. & S. Railroad with the southern right of way line of the A. C. L. Railroad main line (65.0 feet from its center line) said point being North 53 deg. 37 min. East 1208.6 feet from the preceding point as measured along the chord of said curve; running thence eastwardly and 65.0 feet from the center line of said A. C. L. Railroad right of way South 86 degrees 04 minutes East 112.8 feet to a point, the beginning of a curve to the left; running thence along said curve to a point, said last point being South 88 deg. 15 min. East 183.1 feet from the preceding point, said last point being in the western line of a 2.9 acre tract, and being 5.9 feet southwardly from the northwest corner of said tract as measured along its western line; running thence along the western line of said tract South 3 degrees 08 minutes East 319.0 feet to an old iron rail; running thence South 76 deg. 32 min. East 401.4 feet to an iron pipe, the southeast corner of said 2.9 acre tract and the western line of Armour Fertilizer Company tract; running thence along the western line of said tract South 0 degrees 10 minutes West 433.8 feet to an old corner stone, the southwest corner of said Armour tract; running thence South 73 degrees 40 minutes East 951.8 feet to a concrete monument near the edge of marsh; running thence along the same course South 73 degrees 40 minutes East 505.2 feet to a pine just South of the mouth of a canal at low water mark of Brunswick River; running thence southwardly along the low water mark of said Brunswick River approximately 3800 feet to the low water mark at the mouth of Sturgeon Creek running thence westwardly along the low water mark of Sturgeon Creek approximately 4000 feet to the point of Beginning, containing 252 acres, more or less (excepting therefrom a 2 acre tract) hereinafter described, and being subject to the right of way of aforementioned State Highway across the western and northern property line as shown on map of the property line survey for the American Creosoting Company by M. H. Lander, C. E., dated June 22, 1956, Scale 1 inch equal 200 feet, said map being a part of this instrument, and subject also to a right of way for the main

transmission line of the Carolina Power and Light Company pole line which right of way line lies entirely within aforementioned highway right of way.

SECOND TRACT: BEGINNING at a concrete monument in the western line of the Armour Fertilizer Company tract (10.0 feet southwardly from the center line of a spur track which leads from the Atlantic Coast Line Railroad passing track to the Armour Fertilizer Plant), said point being also South 0 deg. 10 min. West 134.0 feet from a railroad spike driven in the center line of the pavement of the State Highway which follows (in general) the A. C. L. Railroad at this point; running thence from said beginning point and along the western line of the Armour Fertilizer Company Tract South 0 degrees 10 min. West 48.1 feet to an iron pipe, the terminus of the 6th call (South 76 deg. 32 min. East 401.4 feet) of the 252 acre tract of the American Creosoting Company and formerly Gulf States Creosoting Company tract; running thence along said line North 76 degrees 32 min. West 401.4 feet to an old iron rail the terminus of the 5th call of said 252 acre tract (South 3 deg. 08 min. East 319 .1 feet); running thence along said line and beyond North 3 deg. 08 min. West 324.9 feet to a point which is 10.0 feet southwardly from the center line of the aforementioned Spur Track which leads to The Armour Fertilizer Company Plant; running thence eastwardly and 10.0 feet southwardly of the center line of said Spur Track to the point of beginning, said last point being the following courses and distances for the preceding point; North 86 degrees 46 min. West 26.2 feet, North 85 deg. 00 min. West 100.0 feet, North 79 deg. 37 min; West 50.0 feet and North 77 deg. 52 min. West 239.5 feet, containing 2.9 acres more or less.

EXHIBIT B

Utility Easement Area



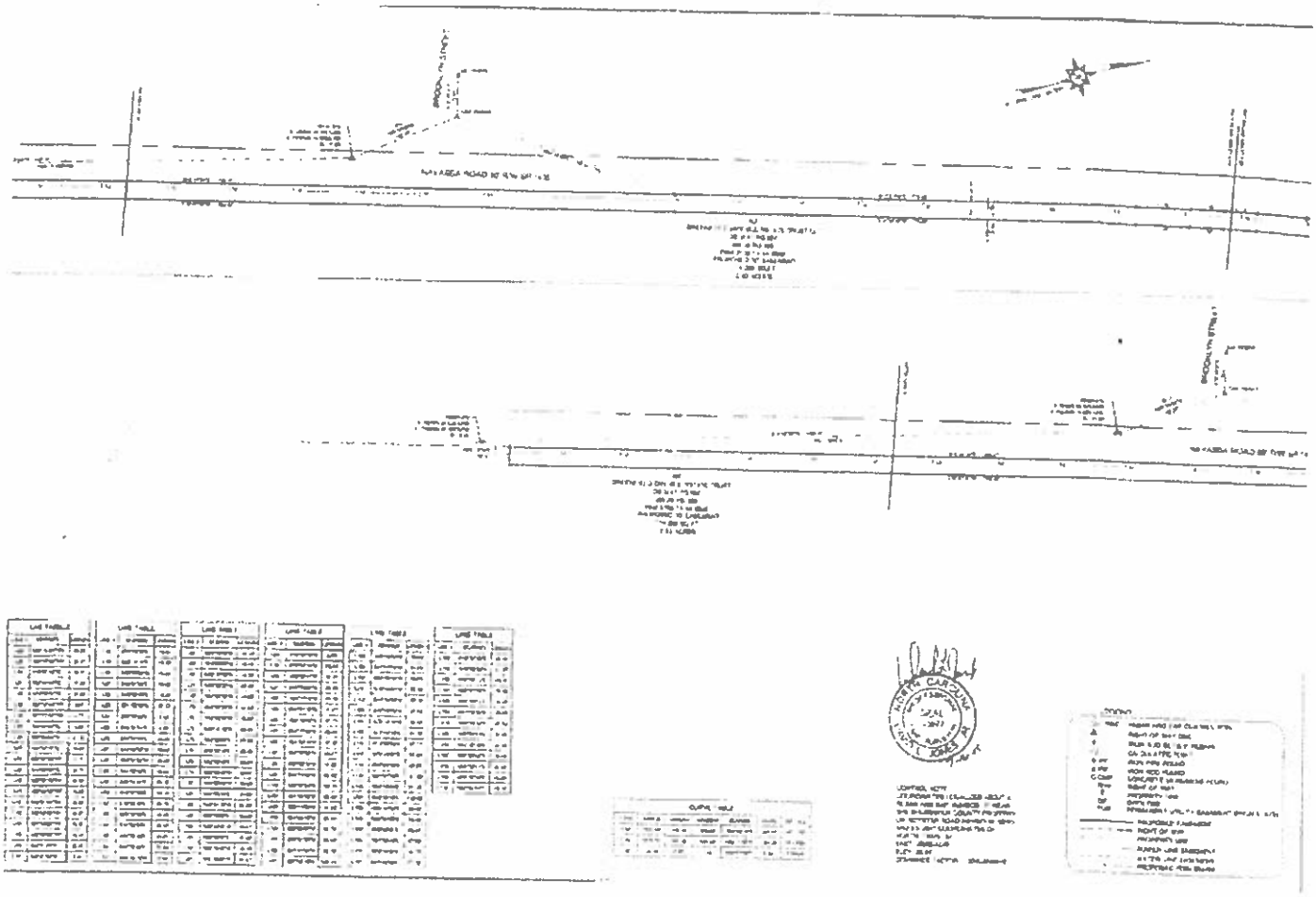


EXHIBIT C

Utility System Plans

Installation of the Utility System shall include the following tasks:

- Removal of existing chain link fence during construction and re-installation of fence upon completion of the work. If the fence is damaged as a result of construction, it will be replaced by the County in-kind with new fence.
- Clearing and grubbing of the Utility Easement Area within a 30' wide limit of disturbance for approximately 2,500 linear feet approximately from Brooklyn St. to the bore and jack crossing near the intersection of Old Mill Rd. and Navassa Rd.
- Connection to the existing force main approximately 725 linear feet north of the center of Sturgeon Creek.
- Installation of approximately 1,300 linear feet of horizontally directionally drilled 18" HDPE force main beginning from the connection point north of Sturgeon Creek and ending approximately 100 linear feet north of Brooklyn St.
- Open cut installation of approximately 2,500 linear feet of 18" C-900 PVC or HDPE force main to be returned back to original grade and cover.
- 20'x40' bore entry pit for trenchless installation of force main to cross Cedar Hill Rd. near the intersection with Old Mill Rd.
- Installation of force main approximately 10' east of right-of-way line within Utility Easement Area.
- Force main corridor will be seeded upon completion of the installation of the force main.
- No trees or bushes shall be planted, nor shall any other structures be constructed within, the Utility Easement Area.
- Subject to the prior notice requirement described in Section 1 (unless inapplicable due to an emergency situation), the County may perform mowing to prevent the growth of trees within the Utility Easement Area.
- Subject to the prior notice requirement described in Section 1 (unless inapplicable due to an emergency situation), access gates shall allow the County 24/7 access to any portion of the Utility Easement Area that is fenced.

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RELEASE, WAIVER AND INDEMNITY

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby RELEASES, WAIVES, DISCHARGES, FOREVER PROMISES AND COVENANTS NOT TO SUE, the Multistate Environmental Response Trust (the "Multistate Trust"), Greenfield Environmental Multistate Trust LLC (both in its individual capacity and in its representative capacity as Trustee of the Multistate Trust), Greenfield Environmental Trust Group, Inc. (and each of their respective officers, directors, shareholders, partners, employees, members, agents and representatives), the United States of America and the State in which the Property (as defined hereafter) is located (and their respective agencies and departments), and the respective officers, directors, shareholders, partners, employees, members, agents, representatives, successors, and assigns of each of them (hereinafter, collectively referred to as "RELEASEES") from and against any and all liabilities, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by the undersigned, or any of the property belonging to the undersigned, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, while the undersigned is on or in any property (including, without limitation, vehicles, buildings and other improvements) owned or used by or for the benefit of the Multistate Trust (collectively, the "Property"), or while the undersigned is engaging in any activity or participating in any event on any portion of the Property.

The undersigned is fully aware that the Property may contain buildings, structures, vehicles and equipment, visible and latent defects, and hazardous waste and materials that may each present a serious risk of harm to the undersigned and others. The undersigned understands the unusual risks involved and hazards connected with the Property and activities related thereto or performed by the undersigned or others in connection therewith. The undersigned hereby elects to voluntarily perform said activities with full knowledge that said activities may be hazardous to the undersigned and the undersigned's property. THE UNDERSIGNED VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by the undersigned, or any loss or damage of property owned by the undersigned, as a result of performing such activities and/or of being on or in the Property, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

The undersigned further hereby AGREES TO, DEFEND, INDEMNIFY AND HOLD HARMLESS the RELEASEES from and against any and all losses, liabilities, damages and costs, including court costs and reasonable attorneys' fees, that they may individually or collectively incur due to the undersigned's activities with respect to the Property, any person authorized to use all or some of the Property, the Multistate Trust and/or any event on the Property, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES, the undersigned's negligence, or otherwise. The undersigned understands and agrees that the undersigned will look solely to the insurance policy, if any, maintained by the undersigned (but not to RELEASEES or any policy maintained by them).

If this instrument is signed by an individual, it is my express intent that this Release, Waiver and Indemnity shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE of all and each of the above-named RELEASEES. The undersigned further agrees that this Release, Waiver and Indemnity shall be construed in accordance with the laws of the State in which the Property is located.

IN SIGNING THIS INSTRUMENT, THE UNDERSIGNED ACKNOWLEDGES AND REPRESENTS THAT the undersigned has read the foregoing Release, Waiver and Indemnity, understands it and sign it voluntarily as the undersigned's own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; if an individual, I am at least eighteen (18) years of age and fully competent; and the undersigned executes this Release, Waiver and Indemnity for full, adequate and complete consideration fully intending to be bound by same.

BRUNSWICK COUNTY

Date: June 17, 2019

DocuSigned by:
By: _____
Name: Frank Williams
Title: Chairman, Board of Commissioners

ATTEST:
DocuSigned by
Andrea White
Andrea C. White
Clerk to the Board

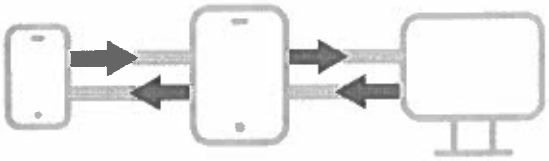
APPROVED AS TO FORM
DocuSigned by:
Bryan W. Batton
Bryan W. Batton, Assistant County Attorney

Backflow Management

A game changer for drinking water protection

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Work Change Directive
Brunswick County

Date: 09/20/21 **Time:** 11:30 (a.m.)/p.m. **Project Name:** NEB FM - Contract II - East

Designer: McKim & Creed **Contractor:** TA Loving Co.

Designer Rep: Sean Kenyon, PE **Contractor Rep:** Jason Hill

Directive: Contractor to obtain HAZWOPER training for crew that will be accessing Greenfield Site.

Reason for Change:

Per the executed easement agreement between Brunswick County and Greenfield Multistate Trust, the Contractor is required to obtain HAZWOPER training for all crew that will be in direct contact with potentially contaminated soils.

The preceding directive requires the following actions by the Contractor before 09/20/21 (Date):

CONTRACTOR:

The total lump sum cost for the change noted above shall not exceed $ 112,763.69 .

OR

The estimated quantities, maximum unit prices, and maximum extended prices for each item are as follows:

Item	Estimated Quantity	Unit Price	Extended Price

The total change to the Time of Completion shall be an increase/decrease of _____ days.

DESIGNER:

The work change noted above is in the best interests of the owner. The price and Contract Time adjustment have been evaluated and are reasonable. The changes will be effected by a final adjusting change order at the close of the project **or** by _____(date), whichever is sooner.

OWNER:

The Owner agrees to the change as being in the Owner's best interest.

SIGNATURES:

Contractor — Date: 9.27.21

Designer — Date: 09-20-21

Owner — Date: 9.27.21

Original Designer — Yellow Contractor — Pink Owner

Change Proposal
Brunswick County

Date: 1.25.21 **Project Name:** NE Brunswick FM Contract II
Designer: McKim & Creed **Contractor:** TA Loving
Designer Rep: Sean Kenyon **Contractor Rep:** Jason Hill

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

Hazwoper Training required to access the Greenfield Trust Site. = $112,763.69
Additional Time required = 234 Days

Original Contract Completion = 5/18/20
Insurance CO requested days = 113 days
Hazwoper CO requested days = 234 days
New Contract Completion = 4/30/21

This change will: (ADD) SUBTRACT NOT CHANGE (circle as appropriate) the total project cost by $ 112,763.69 .

The total change to the Time of Completion shall be an: (INCREASE) DECREASE (circle as appropriate) of 234 days.

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

SIGNATURES:

Contractor — Date: 1.25.21

Designer's Action: ■ Recommend ☐ Do Not Recommend

☐ Recommend with the following changes

Designer — Date: 2/8/21

Original Designer Yellow Contractor Pink Owner

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal Request No.: 1

CHANGE ORDER PROPOSAL

Project Name:	NE Brunswick FM Contract II	Project No.	4110
Location:	Navassa	Date	10.23.20
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim & Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: _____ Other_ _____

Description: Hazwoper Training Costs

1	LABOR (See attached itemized breakdown)				$13,240.00
2	MATERIALS (See attached itemized breakdown)				$0.00
3	EQUIPMENT/OTHER (See attached itemized breakdown)				$78,437.80
4	TIME EXTENSION FIELD COSTS**	165 DAYS	@ $0.00 PER DAY		$0.00
5	SUB-TOTAL DIRECT WORK				$91,677.80
6	OVERHEAD & PROFIT ON DIRECT WORK		20%		$18,335.56
7	TOTAL DIRECT WORK				$110,013.36

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
8	SUB-TOTAL SUBCONTRACTOR WORK		$0.00
9	OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	20%	$0.00
10	TOTAL SUBCONTRACTOR WORK		$0.00
11	SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		$110,013.36
12	BOND & INSURANCE 2.50% of subtotal # 11		$2,750.33
13	TOTAL CHANGE PROPOSAL REQUEST		$112,763.69

Reviewed By _____ Date _____

** Schedule impact indeterminate at this time. The contractor reserves its rights to a time extension and extended field costs due to the cummulative effect of changes.

Accepted By

T. A. Loving Company

_____ Date _____

_____ Date _____

_____ Date _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal Request No.: 1

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material		0.00%	of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax		6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
A. Labor (From takeoff worksheet)				$13,240.00
B. Small Tools		0.00%	of Labor	$0.00
C. Clean-up		0.00%	of Labor	$0.00
D. Safety		0.00%	of Labor	$0.00
E. Safety Training		0.00%	of Labor	$0.00
F. Reproduction Costs				$0.00
G. As-Built Drawings	0	$73.00	HR	$0.00
H. Testing		0.00%	of Labor	$0.00
I. Warranty Work		0.00%	of Labor	$0.00
J. Punch List		0.00%	of Labor	$0.00
J. TOTAL LABOR				**$13,240.00**
EQUIPMENT/OTHER				
A. Equipment (From take off worksheet)				$23,032.00
B. Equipment Fuel Surcharge		0%	of Equipment	$0.00
C. Equipment Repairs		0%	of Equipment	$0.00
D. Equipment Yard Work		0.00%	of Equipment	$0.00
E. Assigned Equipment		0%	of Equipment	$0.00
F. Other (From take off worksheet)				$55,405.80
E. TOTAL EQUIPMENT/OTHER				**$78,437.80**

TA LOVING

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal Request No.: 1

TAKE OFF WORKSHEET

ITEM	DESCRIPTION	QTY.	UNIT	MATERIAL UNIT COST	MATERIAL TOTAL COST	LABOR LABOR RATE	LABOR TOTAL COST	EQUIPMENT UNIT COST	EQUIPMENT TOTAL COST	OTHER UNIT	OTHER TOTAL COST
	Hazwoper Training										
	Training Costs										
	Projector/Screen	5	DY							$50.00	250.00
	Computer	5	DY							$50.00	250.00
	HDD Crew	9	EA							$650.00	5,850.00
	TALCO Superintendent	1	EA							$650.00	650.00
	Brunswick County Representative	1	EA							$650.00	650.00
	Facilitator	5	DY							$250.00	1,250.00
	Breakfast	5	DY							$165.00	825.00
	Drinks/Snacks	5	DY							$91.66	458.30
	Lunch	5	DY							$192.50	962.50
	Dinner	5	DY							$338.00	1,690.00
	Hotel	11	EA							$720.00	7,920.00
	Downtime										
	HDD Crew Labor (cost per day = $3850)	9	EA							$3,850.00	34,650.00
	HDD - Lost profit	1	LS					$22,000.00	$22,000.00		
	Superintendent	80	HR			$116.00	$9,280.00				
	Pickup Truck (1/2 T)	1	WK					$1,032.00	$1,032.00		
	Project Manager	20	HR			$198.00	$3,960.00				
					$0.00		**$13,240.00**		**$23,032.00**		**55,405.80**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal Request No.: 1

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

Original Contract End Date - 5/18/20
Current Hazwoper Training Completion - 10/30/20
Total Days - 165 Days

TOTAL DAYS 165

Work Change Directive
Brunswick County

Date: 07/01/21 **Time:** 1:00 a.m./(p.m.) **Project Name:** NEB FM - Contract II - East

Designer: McKim & Creed **Contractor:** TA Loving Co.

Designer Rep: Sean Kenyon, PE **Contractor Rep:** Jason Hill

Directive: Contractor to grind all remaining stumps within the easement on the Greenfield Multi-state Trust Property.

Reason for Change:

Brunswick County requested the work to be completed to help make future maintenance easier and alleviate complaints received over the appearance of the current easement.

The preceding directive requires the following actions by the Contractor before 07/15/21 (Date):

CONTRACTOR:

The total lump sum cost for the change noted above shall not exceed $ 7,800.00 .

OR

The estimated quantities, maximum unit prices, and maximum extended prices for each item are as follows:

Item	Estimated Quantity	Unit Price	Extended Price

The total change to the Time of Completion shall be an (increase)/decrease of 10 days.

DESIGNER:

The work change noted above is in the best interests of the owner. The price and Contract Time adjustment have been evaluated and are reasonable. The changes will be effected by a final adjusting change order at the close of the project **or** by _____(date), whichever is sooner.

OWNER:

The Owner agrees to the change as being in the Owner's best interest.

SIGNATURES:

Contractor — 7/1/21 Date

Designer — 07/01/21 Date

Owner — 7/1/21 Date

Original Designer — Yellow Contractor — Pink Owner

Change Proposal
Brunswick County

Date: 6/30/21 **Project Name:** NE Brunswick FM Contract II
Designer: McKim & Creed **Contractor:** TA Loving
Designer Rep: Sean Kenyon **Contractor Rep:** Jason Hill

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

Grind large stumps on the Greenfield site that were left on the easement per Brunswick County direction.

This change will: (ADD) SUBTRACT NOT CHANGE (circle as appropriate) the total project cost by $ $7,800.00 .

The total change to the Time of Completion shall be an: (INCREASE) DECREASE (circle as appropriate) of 10 days.

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

SIGNATURES:

Contractor — 6/30/21 Date

Designer's Action: ☑ Recommend ☐ Do Not Recommend

☐ Recommend with the following changes

Sean Kenyon

Designer — 06/30/21 Date

Original Designer Yellow Contractor Pink Owner

TA LOVING
T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal Request No.: 1

CHANGE ORDER PROPOSAL

Project Name:	NE Brunswick FM Contract II	Project. No	4110
Location:	Navassa	Date	6.30.21
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim & Creed	Spec. Section	

Reference: RFP No.: ____ Work Directive No.: ____ Field Order No.: ____ Other ____

Description: Grind stumps that were left on the ground at the Greenfield site.

1. LABOR (See attached itemized breakdown)	$0.00
2. MATERIALS (See attached itemized breakdown)	$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)	$0.00
4. TIME EXTENSION FIELD COSTS** 10 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK	**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK 20%	$0.00
7. TOTAL DIRECT WORK	**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Evergreen	Stump Grinding at Greenfield	6.23.21	$6,500.00

8. SUB-TOTAL SUBCONTRACTOR WORK:	**$6,500.00**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK 20%	$1,300.00
10. TOTAL SUBCONTRACTOR WORK	**$7,800.00**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK	**$7,800.00**
12. BOND & INSURANCE: 2.50% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST	**$7,800.00**

Reviewed By: ____ Date: ____

** Schedule impact indeterminate at this time. The contractor reserves its rights to a time extension and extended field costs due to the cummulative effect of changes.

Accepted By:

T. A. Loving Company

____ Date: ____

____ Date: ____

____ Date: ____

Request for Payment
Brunswick County

Project Name: NE Brunswick Reg. WW System FM Imp. CN 2 - East

Period: From 6/26/2021 **to** 8/25/2021
(1st day of month to last day of month)

Designer: McKim & Creed

Contractor: T.A. Loving Co.

Contract Value as Awarded:	**$3,025,000.00**
Time of Completion as Awarded:	190 Days
Date of Completion as Awarded:	5/16/2020

CHANGE ORDERS:	Amount	Days
#1	-202,220.17	
#2		
#3		
#4		
Total Change Orders:	-202220.17	
Adjusted Contract Value:	$2,822,779.83	443

PREVIOUS PAYMENTS AUTHORIZED

Req.	Payment Authorized	Req.	Payment Authorized
#1	$ 152,371.45	#9	$ 33,189.58
#2	$ 258,498.80	#10	$ 62,506.09
#3	$ 663,369.99	#11	$ 82,832.88
#4	$ 225,678.17	#12	$ 439,956.20
#5	$ 190,975.80	#13	$ 193,906.28
#6	$17,695.40	#14	$ 129,960.00
#7	$8,064.79	#15	$ ~~166,026.00~~ 30,965.2
#8	$ 77,134.65	#16	

The undersigned Contractor certifies that 1) all previous progress payments received from Owner on account of work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; 2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such liens, security interests, or encubrances); 3) all Work covered by this Request for Payment is in accordance with the Contract Documents and is not defective; and 4) that, to the best of his knowledge, the estimates correct, due, and unpaid.

Certified By: _____ 9/29/2021
Contractor-T.A. Loving Company — Date

BSZ OK Reviewed By: _____ 10-25-21
Resident Project Representative — Date

Reviewed By: _____ 10/6/21
Designer — Date

Approved By: _____
Brunswick County — Date

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

_____
Julie A. Miller, Finance Officer
Brunswick County, North Carolina

Total Value of Completed Worl		$2,822,779.83
5% Retained	-	$0.00
95% of Material on Hand	+	$0.00
Liquidated Damages _____ Days _____ /Day	-	$0.00
Net Total	=	$2,822,779.83
Previous Payments	-	$2,567,105.33
Total Due This Payment Updat	=	$255,674.50

To Be Completed by Designer:

Record Drawings are complete & Up to Date:	(YES) NO
Monthly Rain Day Record Submitted:	(YES) NO
Erosion Control Documentation Submitted:	(YES) NO
MBE Document. for Contract Payments Submitted	(YES) NO
Updated Schedule Submitted:	(YES) NO
Tax Statement & Certification Submitted:	(YES) NO
Status Report Submitted:	(YES) NO

OWNER: BRUNSWICK COUNTY

PERIODICAL ESTIMATE FOR PARTIAL PAYMENT NO.: 16 - final

PROJECT: NE Brunswick Regional WW System FM Imp - Contract 2- East 18"
TALCO PROJECT NO.: 4110

FOR THE PERIOD: 8/26/21 - 8/25/21

CONTRACTOR'S NAME & ADDRESS: T. A. LOVING COMPANY, P.O. BOX 919, GOLDSBORO, NC 27530

ORIGINAL CONTRACT PRICE: $3,025,000.00

ITEM NO.	DESCRIPTION	NO. OF UNITS	UNIT	UNIT PRICE	ESTIMATED COST	THIS PERIOD NO. OF UNITS	THIS PERIOD AMOUNT	TOTAL TO DATE NO. OF UNITS	TOTAL TO DATE AMOUNT
	Lump Sum SOV								
	Mobilization (includes Bond & Insurance)	1	LS	$60,500.00	$60,500.00		-	100%	60,500.00
	General Conditions	1	LS	$132,000.00	$132,000.00		-	100%	132,000.00
	Construction Staking / Survey	1	LS	$40,000.00	$40,000.00			100%	40,000.00
	Clearing and Grubbing	1	LS	$104,260.00	$104,260.00		-	100%	104,260.00
	Erosion Control	1	LS	$60,000.00	$60,000.00		-	100%	60,000.00
	Connect to Existing 18" Force Main (Sheet C-14)	1	LS	$8,500.00	$8,500.00		-	100%	8,500.00
	18" PVC Force Main	6,748	LF	$80.00	$539,840.00		-	6748	539,840.00
	18" DIP Force Main	180	LF	$155.00	$27,900.00		-	180	27,900.00
	24" HDPE DR9 Force Main (Open Cut)	2,415	LF	$150.00	$362,250.00			2415.00	362,250.00
	30" Steel Casing Bore & Jack w/ 18" Force Main Carrier Pipe	345	LF	$750.00	$258,750.00			345	258,750.00
	Horizontal Directional Drill, 24" HDPE (STA 10+00 to STA 23+50), Navassa Road	1	LS	$675,000.00	$675,000.00			100%	675,000.00
	Horizontal Directional Drill, 18" FPVC (STA 103+50 to STA 106+25	1	LS	$75,000.00	$75,000.00			1	75,000.00
	Air Release Valve Assembly	8	EA	$6,250.00	$50,000.00			8	50,000.00
	18" Plug Valve Assembly	7	EA	$8,000.00	$56,000.00			7	56,000.00
	18" Testing, Cleanup & Seeding	11,500	LF	$3.50	$40,250.00			11500	40,250.00
	Structural Bridging for Existing CFPUA 30" PCCP Water Main Crossing	1	LS	$70,000.00	$70,000.00		-	100%	70,000.00
	Asphalt Roadway/Driveway Repair	160	SY	$90.00	$14,400.00			160.00	14,400.00
	Gravel Driveway Repair	150	SY	$25.00	$3,750.00			150	3,750.00
	Electrical Modifications at Rampage Pump Station	1	LS	$70,000.00	$70,000.00		-	1	70,000.00
	Unit Price SOV								
	Change Order Allowance	1	LS	$75,000.00	$75,000.00		21,183.86	100.000%	75,000.00
	Testing Allowance	1	LS	$25,000.00	$25,000.00	1.00	25,000.00	100%	25,000.00
	Removal and Disposal of Contaminated Soils	800	CY	$230.00	$184,000.00	800.00	184,000.00	800.00	184,000.00
	Backfill of Contaminated Soil Areas	800	CY	$19.50	$15,600.00	800.00	15,600.00	800.00	15,600.00
	HDPE to PVC Transition (Complete)	10	EA	$3,450.00	$34,500.00	10.00	34,500.00	10.00	34,500.00
	Contaminated Soil Testing	5	EA	$850.00	$4,250.00	5.00	4,250.00	5.00	4,250.00
	Ductile Iron RJ Fittings	3,000	LB	$5.25	$15,750.00	3000.00	15,750.00	3000.00	15,750.00
	24-Inch DR9 HDPE	100	LF	$175.00	$17,500.00	100.00	17,500.00	100.00	17,500.00
	Removal and Replacement of Unsuitable Pipe Subgrade Materials	50	CY	$100.00	$5,000.00	50.00	5,000.00	50.00	5,000.00
					$3,025,000.00		322,783.86		3,025,000.00
	FACO								
	Change Order Allowance	-1	LS	$13,383.86	-13,383.86	1	(13,383.86)	1	(13,383.86)
	Testing Allowance	-1	LS	$25,000.00	-25,000.00	(1)	(25,000.00)	(1)	(25,000.00)
	Removal and Disposal of Contaminated Soils	-800	CY	$230.00	-184,000.00	-800.00	(184,000.00)	(800)	(184,000.00)
	Backfill of Contaminated Soil Areas	-800	CY	$19.50	-15,600.00	800.00	(15,600.00)	(800)	(15,600.00)
	HDPE to PVC Transition (Complete)	-10	EA	$3,450.00	-34,500.00	10.00	(34,500.00)	(10)	(34,500.00)
	Contaminated Soil Testing	-5	EA	$850.00	-4,250.00	5	(4,250.00)	(5)	(4,250.00)
	Ductile Iron RJ Fittings	-3,000	LB	$5.25	-15,750.00	3,000.00	(15,750.00)	(3,000)	(15,750.00)
	24-Inch DR9 HDPE	-100	LF	$175.00	-17,500.00	100.00	(17,500.00)	(100)	(17,500.00)
	Removal and Replacement of Unsuitable Pipe Subgrade Materials	-50	CY	$100.00	-5,000.00	50.00	(5,000.00)	(50)	(5,000.00)
	Hazwoper Certification training for Greenfield Site	1	LS	$ 112,763.69	112,763.69	1.00	112,763.69	1	112,763.69
					-202,220.17		202,220.17		-202,220.17

ITEM NO	DESCRIPTION	NO. OF UNITS	UNIT	UNIT PRICE	ESTIMATED COST	THIS PERIOD NO OF UNITS	THIS PERIOD AMOUNT	TOTAL TO DATE NO OF UNITS	TOTAL TO DATE AMOUNT
	TOTAL CONTRACT				$2,822,779.83		$ 120,563.69		$2,822,779.83
	PLUS STORED MATERIAL								
	SUBTOTAL								2,822,779.83
	LESS RETAINAGE								
	SUBTOTAL								2,822,779.83
	LESS PREVIOUS REQUESTS								2,567,105.33
	TOTAL DUE THIS ESTIMATE								**255,674.50**

BRUNSWICK COUNTY
TAX CERTIFICATION
COUNTY SALES AND USE TAX

CONTRACTOR: TA Loving Company

PROJECT: 4110-Northeast Brunswick Regional Wastewater System Contract II

FOR PERIOD: 7/31/2021

	TOTAL FOR COUNTY OF NEW HANOVER	TOTAL FOR COUNTY OF	TOTAL FOR COUNTY OF	TOTAL FOR COUNTY OF	TOTAL FOR COUNTY OF	TOTAL ALL COUNTIES
CONTRACTOR	19.28					19.28
SUBCONTRACTOR(S)						
COUNTY TOTAL	19.28	0	0	0	0	19.28

* Attach subcontractor(s) report(s)

NOTE: Totals above must balance with Detail Sheet(s)

I certify that the above figures do not include any tax paid on supplies, tools, and equipment which were used to perform this Contract and only includes those building materials, supplies, fixtures, and equipment which actually became a part of or annexed to the building or structure. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.

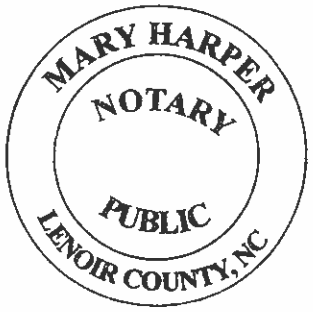
Sworn to and subscribed before me,

This the 24th day of August, 2021.

Mary Harper
Notary Public

My Commission Expires: January 6, 2026

Seal



Signed

E. Taylor Jeffreys
Print or Type Name of Above

Note: This certified statement may be subject to audit

BRUNSWICK COUNTY
TAX CERTIFICATION
COUNTY SALES AND USE TAX

CONTRACTOR: T. A. Loving Company

SUBCONTRACTOR: N/A

FOR PERIOD: 7/31/21

PROJECT: 4110-Northeast Brunswick Regional Wastewater System Contract II

PURCHASE DATE	VENDOR NAME	INVOICE NUMBER	TYPE OF PROPERTY	INVOICE TOTAL	COUNTY TAX PAID	COUNTY OF SALE*
7/13/2021	Farmer's Supply	136979	Excelsior 4x150	42.75	0.90	New Hanover
7/23/2021	Farmer's Supply	138608	Coastlawn Grass Mix	704.95	14.82	New Hanover
7/23/2021	Farmer's Supply	138652	Excelsior 8x150	169.06	3.56	New Hanover
			TOTALS	916.76	19.28	

* If this is an out-of-state vendor, the County of Sale should be the county to which the merchandise was shipped.

Minority Business Enterprise (MBE) Documentation for Contract Payments
Brunswick County

Project Name: NE Brunswick Reg. WW Sys FM Impvts. – Contract 2 - East
Period: From 6/30/2021 **to** 8/31/2021 .
(1st day of month to last day of month)
Designer: McKim & Creed
Contractor: T.A. Loving Company .

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	* INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED
N/A				

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Social and Economically Disadvantage (D)

Date: 09/14/2021 Approved/Certified By: Dawn D. Eason
(Contractor) Name

Project Coordinator
Title

Dawn D Eason
Signature

CONTRACTOR TO SUBMIT WITH EACH REQUEST FOR PAYMENT & REQUEST FOR FINAL PAYMENT

Contractor's Affidavit of Release of Liens
Brunswick County

State of North Carolina

County of Wayne

T.C. Edmondson III, PE (Name), Co-President (Title)

of T. A. Loving Company, being first duly sworn, deposes and says that:

1. The undersigned is authorized to execute this Affidavit, Release, and Waiver of Claim on behalf of the Contractor and has personal knowledge of all facts set forth herein;
2. This Affidavit, Release, and Waiver of Claim is made concerning the construction of the following project NE Regional Brunswick WW System FM Impv-Cont 2 - East;
3. All payrolls, material bills, sales tax, social security, state and federal unemployment insurance, and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described Project have been paid in full;
4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any Subcontractor furnishing materials or labor on the above-described Project;
5. Notwithstanding the foregoing, if the Owner or property of the Owner is subjected to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the Owner harmless for any amount which the Owner is required to pay to discharge such lien or settle such claim and further will pay the Owner's expenses, costs, and attorney fees incurred in connection therewith;
6. All claims, suits, and proceedings of every name, description, or nature as arising out of the Project against the Owner, its officers, employees, and agents have been settled;
7. The Contractor releases and waives any and all claims of every type and description which the Contractor may have against the Owner arising in any manner from the construction of the above-described Project.

MICHELE W. CARTER
Notary Public, North Carolina
Wayne County
My Commission Expires

T. A. Loving Company

T.C. Edmondson III, PE

Title Co-President

Date 09/10/2021

Sworn to and subscribed before me this the 10 day of September, 20 21.

Notary Public

My Commission expires: 07/23/2023

TRAVELERS

Travelers Bond and Financial Products
4505 Emperor Blvd., Ste. 210
Durham, NC 27703

September 14, 2021

Brunswick County
30 Government Center Drive NE
Bolivia, NC 28422

Re: T. A. Loving Company
Bond No. 107094592
NE Brunswick Regional Wastewater System Force Main Improvements
Contract II - East

Final Contract Value: $2,822,779.83

Gentlemen:

Please accept this letter as evidence of our consent, as Surety, to payment of all monies due T. A. Loving Company for the referenced project.

Yours very truly,

TRAVELERS

Dawn D Eason

By: Dawn D. Eason, Attorney-In-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dawn D Eason** of **Matthews** **North Carolina**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **14** day of **September**, **2021**

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # VII. - 12.
Utilities - Resolution to Accept CWSRF

From:
Donald Dixon

Issue/Action Requested:
Request that the Board of Commissioners approve a resolution to accept the loan offer and associated assurances to secure $2,852,818 in North Carolina Department of Environmental Quality Clean Water State Revolving funding for the repair and rehabilitation of the Town of Navassa wastewater system; and to authorize the County Manager to furnish such information as the appropriate State agency may request in connection with the acceptance of funding.

Background/Purpose of Request:
At the March 16, 2020, Board Meeting, the Board of Commissioners approved the resolution to submit an application for grant funding, including all its terms and conditions, to the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure to perform necessary repairs and rehabilitation of the Town of Navassa wastewater system. Following the resolution, the Board of Commissioners approved the award of $2,852,818 from the Clean Water State Revolving Fund (CWSRF) at the April 19, 2021, meeting.

Brunswick County Public Utilities has since then submitted the required Engineer's Report, which has been approved by NCDEQ to secure funding and be approved for the funding award. The funding award is subject to assurances and conditions which are required to be accepted by Board Resolution. County staff requests the Board of Commissioners to resolve to accept the loan offer and associated assurances to secure $2,852,818 in CWSRF funding for the repair and rehabilitation of the Town of Navassa wastewater system.

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 approve a resolution to accept the loan offer and associated assurances to secure $2,852,818 in North Carolina Department of Environmental Quality Clean Water State Revolving funding for the repair and rehabilitation of the Town of Navassa wastewater system; and to authorize the County Manager to furnish such information as the appropriate State agency may request in connection with the acceptance of funding.

ATTACHMENTS:

Description

- Utilities - CWSRF Award Letter - Attach 2

- Resolution to Accept CWSRF

ROY COOPER
Governor
ELIZABETH S. BISER
Secretary
SHADI ESKAF
Director

NORTH CAROLINA
Environmental Quality

November 1, 2021

Mr. Randell Woodruff, County Manager
Brunswick County
PO Box 249
Bolivia, NC 28422

SUBJECT: Offer and Acceptance for a State Loan
Project No. SRP-W-0186
Brunswick County

Dear Mr. Woodruff:

Brunswick County has been approved for State Loan from the Clean Water State Revolving Fund. Enclosed is a copy of an Offer-and-Acceptance Document extending a State Reserve Grant in the amount of **$2,852,818.00**. This offer is made subject to the assurances and conditions set forth in the Offer-and-Acceptance Document.

Please submit the following items to Pam Whitley, Division of Water Infrastructure, 1633 Mail Service Center, Raleigh, North Carolina 27699-1633.

1. A resolution adopted by the governing body accepting the loan offer and making the applicable assurances contained therein. (Sample copy attached)

2. One (1) copy of the original Offer-and-Acceptance Document executed by the Authorized Representative for the project, along with the signed "Standard Conditions for the Federal SRF loans". **Retain the other copy for your files.**

3. Federal Identification Number and DUNS Number of the Recipient (Memo attached)

4. Sales-Tax Certification (attached)

The Site Certification, a Capital Project Ordinance (or budget ordinance covering the project), and the Professional Engineering Services Procurement Form are due before disbursements will begin. Please see the attached Guidance Document for a complete list of items due no later than the project's first disbursement.

Reimbursement requests (see printed form attached to this letter) should be sent to Teresa Tripp at the address noted.

On behalf of the Department of Environmental Quality, I am pleased to make this offer of State Revolving Loan funds, made available by North Carolina Water Infrastructure Fund and the Federal Clean Water Act Amendments of 1987.

Sincerely,

Jon Risgaard, SRF Section Chief
Division of Water Infrastructure, NCDEQ

Enclosures:
Resolution to Accept Loan Offer (suggested format)
Loan Offer and Acceptance Document (two copies)
Bond Tax Compliance Instructions + Exhibit
Federal ID and DUNS Number Request Form
Sales-Tax Certification Form
Fiscal Sustainability Plan Certification
Guidance Document
Reimbursement Request Form
Site Certification
Capital Project Ordinance Sample
Professional Engineering Services Procurement Form

cc:
Brent Lockamy, Brunswick County NC
James Baltzer
SRF **(COM_LOX)**

County of Brunswick

Office of the County Commissioners

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects; and

WHEREAS, the North Carolina Department of Environmental Quality has offered a Clean Water State Revolving Fund in the amount of $2,852,818.00 for the repair and rehabilitation of the Town of Navassa's drinking water system, hereafter referred to as the "Project"; and

WHEREAS, Brunswick County intends to construct said Project in accordance with engineering plans and specifications that have been or will have been approved by the North Carolina Public Water Supply Section.

NOW, THEREFORE, BE IN RESOLVED by the Board of Commissioners of Brunswick County:

1. That Brunswick County does hereby accept the CWSRF loan offer in the amount of $2,852,818.00: and

2. That Brunswick County does hereby give assurance to the North Carolina Department of Environmental Quality that they will adhere to all applicable items specified in the standard "Conditions" and "Assurances" of the Department's funding offer, awarded in the form of a CWSRF principal forgiveness loan; and

3. That Randell Woodruff, County Manager, as the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the Project; to make the Assurances as contained above; and to execute such other documents as may be required in connection with the application; and

4. That Brunswick County has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 15th day of November 2021

_____

Randy Thompson, Chair
Brunswick County Board of Commissioners

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Commissioners of the County of Brunswick does hereby certify: That the above resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally conveyed meeting of the Brunswick County Board of Commissioners, as regularly help ion the 15th day of November 2021; and, further,, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this the 15th day of November 2021.

_____

Daralyn Spivey NCCCC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # VIII. - 1.
Clerk to the Board - Lower Cape Fear Water and Sewer Authority Board of Directors Appointment

From:
Daralyn Spivey

Issue/Action Requested:
Request that the Board of Commissioners appoint Mr. Scott Phillips to the Lower Cape Fear Water and Sewer Authority Board of Directors for a three (3) year term expiring June 30, 2023 .

Background/Purpose of Request:
The Board seat was vacated effective 11-2-2021 by William A. Milliken Jr. as a result of his resignation.

Fiscal Impact:
Not Applicable

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners appoint Mr. Scott Phillips to the Lower Cape Fear Water and Sewer Authority Board of Directors for a three (3) year term expiring June 30, 2023 .

ATTACHMENTS:

Description

- LCFWASA Roster

Lower Cape Fear Water & Sewer Authority

Name	District	Appointment Date	Term	Expiration Date	Serving Since
Phil Norris	N/A	6/1/2020	3	6/30/2023	2017
William Sue	N/A	6/1/2020	3	6/30/2023	2001
	N/A		3	6/30/2023	
Frank Williams	N/A	9/16/2019	3	6/30/2022	2016

Mission

To develop an understanding of processes which control and influence the Cape Fear River and to provide a mechanism for information exchange and public education.

Membership

All members serve 3-year terms.

~ Made up of members from Bladen, Brunswick, Columbus, New Hanover and Pender counties and the City of Wilmington

~ Members are appointed by the governing body of each of the Authority's members

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
November 15, 2021

Action Item # X. - 1.
Closed Session

From:
Bob Shaver, County Attorney

Issue/Action Requested:
Request the Board hold a 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 (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

Background/Purpose of Request:

Fiscal Impact:
Not Applicable

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board hold a 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 (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.