

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

October 4, 2021

3:00 PM

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Adjustments/Approval of Agenda

IV. Public Comments

V. Approval of Consent Agenda

1. Administration - Budget Calendar FY 2022-2023
Request that the Board of Commissioners considers approval of the FY 2022-2023 Budget Calendar.
2. Board Appointment - Town of Sunset Beach ETJ Planning Board
Request that the Board of Commissioners approve the Town of Sunset Beach's recommended appointment of Ms. Sybil Kesterson to fill the vacant ETJ position on the Sunset Beach Planning Board for a term expiring September 2024
3. Clerk to the Board - Annual Rural Operating Assistance Program Funding
Request the Board of Commissioners approve and authorize the County Manager to sign the annual funding ROAP application, the MOU and the Certified Statement.
4. Clerk to the Board - Meeting Minutes September 20, 2021
Request that the Board of Commissioners approve the Draft Minutes from the September 20, 2021 Regular Meeting.
5. County Attorney - Declaration of Surplus Property
Request that the Board of Commissioners declare property obtained by the County through tax foreclosure as surplus property to be placed on the County's website for possible future purchase.
6. County Attorney - Driving Creek Hunting Club Lease
To consider renewing the lease of Driving Creek Hunting Club.
7. Emergency Services-Sole Source Justification for Alternative Support Apparatus LLC Purchase
Approval for the sole source purchase of two ATV's with the Trail Rescue Package from Alternative Support Apparatus, LLC.
8. Finance - Fiscal Items
Request that the Board of Commissioners approve Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature on the consent agenda.

-Parks and Recreation Insurance Proceeds Budget Amendment

Appropriate \$1,672 of insurance proceeds for the repair costs of wrecked 2020 F250 Vin 3789.

-Health Insurance Proceeds Budget Amendment

Appropriate \$3,208 of insurance proceeds for the repair costs of wrecked vehicle.

-Wastewater Budget Amendment

Appropriate \$476,000 in wastewater retail sales to refund the amounts paid of

\$68,000 per year between April 1, 2013, and April 1, 2019, by Wilmington River Club, LLC to the Town of Navassa per its Impact Fee Agreement with the Town dated October 16, 2012. Brunswick County acquired Navassa's utilities system, but does not enter into agreements for the pre-payment of such fees. Wilmington River Club, LLC has not made any connections to the wastewater system under the prepayment agreement it had with the Town. This refund will terminate the agreement with the Town of Navassa and/or Brunswick County (as successor) and Wilmington River Club, LLC will pay the System Development Fees currently in effect at the time of permitting and connection to the county wastewater system.

9. Utilities - Job Position Adjustment

Request that the Board of Commissioners approve the adjustment of two job descriptions and associated grade changes for two open positions.

10. Utilities - UOC Building Expansion Design

Request that the Board of Commissioners approve the Professional Services Agreement with MHAworks, PA for the design and construction administration of the Utilities Operations Center (UOC) Building Expansion in the amount of \$107,600 and authorize the Chairman and Clerk to the Board to execute the agreement.

VI. Presentation

1. Cooperative Extension - Proclamation 4H Week

Request the Board of Commissioners adopt the National 4H Week Proclamation provided by NC State University.

2. Engineering - Courthouse Exterior Sealing and Cleaning Presentation (Wm. L. Pinnix, P.E.)

Request that the Board of Commissioners receive a presentation on the courthouse exterior construction and need for preventative maintenance and provide staff direction.

VII. Administrative Report

1. Administration - Fiscal Year-End June 30, 2021, County Manager's Report and Capital Project Funding (Randell Woodruff, County Manager)

Request that the Board of Commissioners receive information for Fiscal Year End June 30, 2021, and considers an appropriation of fund balance to pay-go future projects planned in the Five Year Capital Improvement Plan.

2. Administration - Additional Funding Request for BID Marketing Program (Bill Early, Brunswick Business & Industry Development)

Request that the Board of Commissioners appropriate additional funding in the amount of \$100,000 to support the expansion of the Brunswick BID marketing program.

3. Human Resources - Classification and Total Compensation Study Consultant Recommendation (Melanie Turrise, Human Resources Director)

Request that the Board approve for the Classification and Total Compensation Study to be conducted by Cape Fear Council of Government (CFCOG) in partnership with the Piedmont Triad Regional Council (PTRC) and authorize the County Manager to execute applicable documents subject to County Attorney's review.

4. Utilities - Oak Island Wholesale Bulk Water Service Agreement (John Nichols, PE, Director of Public Utilities)

Request that the Board of Commissioners approve the renewed Wholesale Bulk

Water Service Agreement between Brunswick County and the Town of Oak Island and authorize the Chairman to execute the agreement upon review by the County Attorney.

5. Utilities - PFAS Funding (John Nichols, PE, Director of Public Utilities)

Request that the Board of Commissioners receive information regarding efforts to obtain additional funding for PFAS related utility infrastructure expenses, authorize the Utilities Director to represent Brunswick County with efforts to inform elected officials regarding PFAS legislative issues, and authorize the chairman to sign letters to various regulatory agencies and federal and state officials requesting their support of ongoing efforts to properly fund Utilities dealing with PFAS infrastructure needs.

VIII. Other Business/Informal Discussion

IX. Adjournment



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 4, 2021

Action Item # V. - 1.

From: Administration - Budget Calendar FY 2022-2023
Randell Woodruff

Issue/Action Requested:

Request that the Board of Commissioners considers approval of the FY 2022-2023 Budget Calendar.

Background/Purpose of Request:

The Local Government Budget and Fiscal Control Act provides elements of the budget process followed by NC counties and establishes dates that must be adhered to in the development of the annual budget. Attached is a budget calendar that conforms to the statutory process with the addition of the county practice of the strategic planning process of establishing and measuring goals in conjunction with the development of the department budget requests.

Key dates proposed in the recommended calendar:

- November 10, 2021 - Commissioners' Strategic Planning and Goal Setting Workshop 10am - 1pm
- February 7 - 8, 2022 - Commissioners' Countywide Goal Workshop; Day 1: 9am - 3pm; Day 2: 9am - 5pm
- May 2, 2022 - Commissioners' Budget Workshop 9am - 3pm
- May 16, 2022 - County Manager Recommended Budget Presentation
- June 6, 2022 - Public Hearing 3pm
- June 6, 2022 - Board of Commissioners study session on the Recommended Budget 1pm - 3pm, if needed
- June 20, 2022 - Adoption of the Budget

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners considers approval of the FY 2022-2023 Budget Calendar.

ATTACHMENTS:

Description

- Budget Calendar FY 22-23

County of Brunswick
Budget Calendar
Fiscal Year 2022-2023

Date of Action	Budget Procedure	Action By
11/2/2021	Distribution of Capital Improvement Forms and Instructions	Director of Fiscal Operations
11/10/2021	Commissioners' Strategic planning and Goal setting workshop 10:00am – 1:00pm	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
2/7-2/8/2022	Commissioners' Countywide Goal workshop Day 1: 9:00am – 3:00pm Day 2: 9:00am – 5:00pm	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
October 4, 2021

Action Item # V. - 2.

From:

Board Appointment - Town of Sunset Beach ETJ Planning Board

Issue/Action Requested:

Request that the Board of Commissioners approve the Town of Sunset Beach's recommended appointment of Ms. Sybil Kesterson to fill the vacant ETJ position on the Sunset Beach Planning Board for a term expiring September 2024

Background/Purpose of Request:

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

At their regular meeting on August 17, 2021, the Town Council passed a Resolution requesting the appointment of Ms. Sybil Kesterson. If appointed, Ms. Kesterson's term will expire September 2024.

Fiscal Impact:

Not Applicable

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners approve the Town of Sunset Beach's recommended appointment of Ms. Sybil Kesterson to fill the vacant ETJ position on the Sunset Beach Planning Board for a term expiring September 2024.

ATTACHMENTS:

Description

- ▣ Town of Sunset Beach Planning Board ETJ Appointment



**RESOLUTION OF SUNSET BEACH TOWN COUNCIL
REQUESTING BRUNSWICK COUNTY BOARD OF COMMISSIONERS
TO APPOINT AN EXTRATERRITORIAL JURISDICTION MEMBER TO TOWN OF
SUNSET BEACH PLANNING BOARD PURSUANT TO G. S. 160A-362**

THAT WHEREAS, the term limit for the current Sunset Beach Planning Board ETJ member is expiring; and

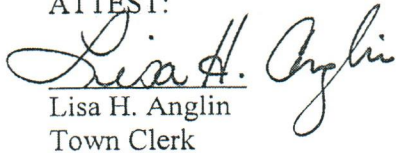
WHEREAS, the position was advertised and the Sunset Beach Town Council has considered applications from all interested persons; and

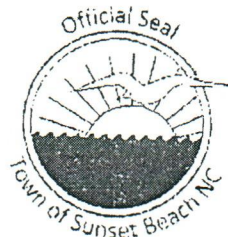
WHEREAS, in order to assure the efficient functioning of said Planning Board, the Sunset Beach Town Council desires to retain the ETJ member that that the Brunswick County Board of Commissioners appointed in 2018.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Sunset Beach Town Council hereby requests the Brunswick County Board of Commissioners to appoint Sybil Kesterson to the Town of Sunset Beach Planning Board as the ETJ member with a term expiration of September 2024.

This the 17th day of August, 2021

ATTEST:


Lisa H. Anglin
Town Clerk



TOWN OF SUNSET BEACH


BY: D. Shannon Phillips, Mayor



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 4, 2021

From:
Daralyn Spivey

Action Item # V. - 3.
Clerk to the Board - Annual Rural Operating Assistance Program
Funding

Issue/Action Requested:

Request the Board of Commissioners approve and authorize the County Manager to sign the annual funding ROAP application, the MOU and the Certified Statement.

Background/Purpose of Request:

The ROAP is a state funded public transportation grant program administered by the NC DOT Public Transportation Division. County Governments or regional public transportation authorities are the only eligible applicants for ROAP funding

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners approve and authorize the County Manager to sign the annual funding ROAP application, the MOU and the Certified Statement.

ATTACHMENTS:

Description

- ☐ Certified Statement Rural Operating Assistance Program
- ☐ Rural Operating Assistance Program MOU
- ☐ Rural Operating Assistance Program Application

County of Brunswick
Office of the County Commissioners



CERTIFIED STATEMENT
FY2022
RURAL OPERATING ASSISTANCE PROGRAM
County of **BRUNSWICK**

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Integrated Mobility Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e. CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1B, FTA C 4704.1A, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2021 to June 30, 2022 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of **BRUNSWICK** North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low-income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality, and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.
- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2022 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Regional Grant Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in monthly reports to NCDOT – Integrated Mobility Division or its designee. **Back-up documentation is required to support the monthly reports, failure to provide documentation will affect future disbursements. The June report will be considered the annual report.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amount of FY2022 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly and Disabled Transportation Assistance Program (EDTAP)	<u>118,790</u>	<u>118,790</u>
Employment Transportation Assistance Program (EMPL)	<u>32,718</u>	<u>32,718</u>
Rural General Public Program (RGP)	<u>111,329</u>	<u>111,329</u>
TOTAL	<u>262,837</u>	<u>262,837</u>

WITNESS my hand and county seal, this ____ day of ____, 20____.

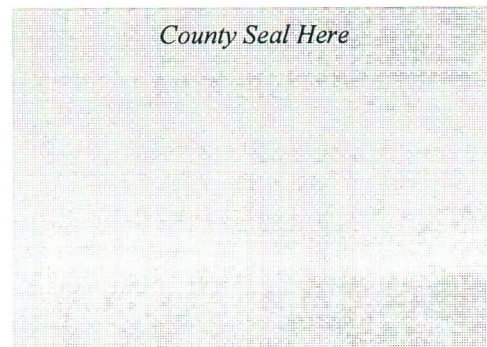
Signature of County
Manager/Administrator

Signature of County Finance Officer

Printed Name of County
Manager/Administrator

Printed Name of County Finance Officer

State of North Carolina County of



Brunswick Transit System, Inc.
Rural Operating Assistance Program (ROAP)
Funds Receipt and Administration MOU

Overview and Background

The Rural Operating Assistance Program (ROAP) is a state funded public transportation grant program administered by the North Carolina Department of Transportation Public Transportation Division (NCDOT-PTD). ROAP includes the following programs:

- Elderly and Disabled Transportation Assistance Program (EDTAP)
- Employment Transportation Assistance Program (EMPL)
- Rural General Public (RGP) Program

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds.

Requirements

NCDOT-PTD requires a written agreement that addresses the proper use and accountability of ROAP funds in any situation where the county is disbursing the ROAP funds to a non-county department or entity. Since Brunswick County is the actual and direct recipient of all ROAP funds, and Brunswick Transit System, Inc. is the sub-recipient (non-county department), a written agreement of process and accountability is needed. To follow is an outline of ROAP responsibilities, processes, and procedures as agreed upon by Brunswick County and Brunswick Transit System, Inc.

County Responsibilities Processes and Procedures

Brunswick County agrees to the following:

1. To allow Brunswick Transit System, Inc. to complete and submit all ROAP grant applications on behalf of Brunswick County.
2. To hold public hearings if requested or required in regards to the grant application.
3. To review and approve grant documents and submit required documents to Brunswick Transit System, Inc. for inclusion in the application package within such timeframes as to meet grant application deadlines.
4. To disburse electronically to Brunswick Transit System, Inc. ROAP funds received by the county.
5. To review ROAP reports supplied by Brunswick Transit System, Inc.
6. To allow Brunswick Transit System, Inc. to complete the annual report and any other required reports.
7. To be responsible for maintaining all documentation required for state reporting or auditing in regards to any ROAP funds retained by the county and not disbursed to Brunswick Transit System, Inc.

Brunswick Transit System, Inc. Responsibilities, Processes and Procedures

Brunswick Transit System, Inc. agrees to the following:

1. To place all trips into Brunswick Transit System, Inc. trip scheduling software so that trip verification and tracking can take place.
2. To use a fully allocated cost model to determine the shared per trip, per mile or per hour cost of each ROAP trip.
3. To charge a fare to the passenger for each trip taken when appropriate, with a fare rate structure that is pre-approved by the Transportation Advisory Board of Brunswick Transit System, Inc.
4. To reconcile and account for all fares according to the funding source used.
5. To use all fares generated by RGP funded trips for local match of the funds, or to provide additional RGP trips.

6. To use all fares generated by EMPL or EDTAP funded trips to provide additional respective EMPL or EDTAP trips.
7. To keep all ROAP reports or other ROAP information for a minimum of five years.
8. To be responsible for maintaining all documentation required for state reporting or auditing in regards to ROAP funds passed through to Brunswick Transit System, Inc.
9. To request from any county department or other agency information regarding expenditures and use of any ROAP funds retained by the county or sub-allocated as necessary for completion of required reports.
10. To prepare all required ROAP reports and submit to county finance officer for review.
11. To comply with any other state program implementation requirements and accountability guidelines not specifically listed in this agreement.

The period of performance for these funds will be July 1 2021 to June 30 2022. The period of performance will remain the same regardless of the date on which ROAP funds are disbursed to the county.

Randell Woodruff, Brunswick County Manager

Yvonne Hatcher, Executive Director
Brunswick Transit System, Inc.

Application for Transportation Operating Assistance

FY2022 Rural Operating Assistance Program (ROAP) Funds

Name of Applicant (County)	Brunswick
County Manager	Randell Woodruff
County Manager's Email Address	randell.woodruff@brunswickcountync.gov
County Finance Officer	Julie Miller
CFO's Email Address	julie.miller@brunswickcountync.gov
CFO's Phone Number	910-253-2060
Person Completing this Application	Yvonne Hatcher
Person's Job Title	Executive Director, Brunswick Transit System, Inc.
Person's Email Address	btsdirector@atmc.net
Person's Phone Number	910-253-7800
Community Transportation System	Brunswick Transit System, Inc.
Name of Transit Contact Person	Yvonne Hatcher
Transit Contact Person's Email Address	btsdirector@atmc.net

Application Completed by: _____ Date: 9/15/2021
Signature

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines. I certify and understand that if the monthly and annual milestone reports and any other status reports required by the Integrated Mobility Division (IMD) are not submitted on or before the due dates, the next scheduled disbursement will be held until all reports are submitted.

I further certify that ROAP funds will only be used for program purposes to provide trips and will not be used for Administrative or Operational expenses. If it is determined that ROAP funds have been misused, repayment of funds must be made.

Transit Director: _____ Date: _____
Signature

County Manager: _____ Date: _____
Signature

County Finance Officer: _____ Date: _____
Signature

Application Instructions

County officials should read the **ROAP Program Administration Guide** which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If necessary, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-IMD Regional Grant Specialist assigned to the area served by the transit system.

FY2022 ROAP Program Schedule

Application Deadline **October 1, 2021**

Anticipated Funds Disbursement **October 30, 2021**

***Counties with unspent FY 2020/FY 2021 Carryover funding will retain the funds and the allocation will be adjusted accordingly.**

***Monthly reports due on 30th of month following reporting period.**

County's Management of ROAP Funds

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process
- **ROAP funds are expended only on eligible activities as described in Appendix A of the ROAP Guidance.**
- **Supporting documentation of expenditures by all sub-recipients is required.**
- Service recipients meet eligibility requirements and their eligibility is documented.
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance.
- An accounting of trips and expenditures is provided on a monthly basis to IMD with supporting documents.
- ROAP funds received and expended are included in the local annual audit.

ROAP funds shall be disbursed in the traditional program allocations in each of the ROAP programs, however, if it is determined that a lump-sum payment can be made to the County, IMD reserves the right to change the method of distributing the funds. Counties have the flexibility to determine how the funding will be used to meet the needs of the citizens and how to sub-allocate the funding to meet the transportation needs, but the guidelines for each program used must be followed and trips accounted for by program used.

Transportation Needs and Public Involvement in Funding Decisions	Yes	No
A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated?	X	

B. Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?	X	
C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	X	
Financial Management of ROAP Funds	Yes	No
D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?	X	
E. If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? <i>(Include a sample agreement with application)</i>	X	
F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? <i>(Their procurement practices will need to meet all federal and state requirements for procurement of professional services.)</i>		X
G. Are ROAP funds deposited in an interest-bearing account?		X
H. Does the county provide local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?		X
Monitoring and Oversight Responsibilities	Yes	No
I. Subrecipients of ROAP funds are required to provide sufficiently detailed progress reports and statistical data about trips provided and rider eligibility with ROAP funds. How frequently are these provided to the county? In what format? The County must be prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at a specific cost. What form of documentation is collected? Quarterly reports are provided to the County documenting how the funds were spent including trips statistics, details and the fully allocated costs associated with the trips by the community transportation system.	X	
J. Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?	X	
K. Will any of the subrecipients use their ROAP sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance or purchase of service only.)</i> 5310 – Elderly Individuals and Individuals with Disabilities Program X 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program		
L. Will any of the subrecipients charge a fare for a ROAP funded trip? YES, the coordinated transportation system, BTS will charge a fare for RGP and EDTAP trips.		
M. Describe the eligibility criteria to be used in this county to determine who will be provided ROAP funded trips. What documents are used to determine eligibility? EDTAP funded trips support the elderly and disabled in Brunswick County. Eligibility is determined based on EDTAP/ROAP requirements and documentation is collected that certifies the recipient meets the age or disability required. Employment funded trips and services can be provided for individuals that have transitioned off the Work First or Temporary Assistance for Needy Families program within the last 12 months; participants in Workforce Development Programs; and/or the transportation disadvantaged public. Funding may also be used to assist the general public with employment-related transportation needs if they meet the eligibility criteria. RGP funds are used to support the general public in rural Brunswick County, therefore address and geographic data determines eligibility.		
N. Since the subrecipient can only use RGP funds to pay for 90% of the cost of a trip, will the Community Transportation System use fare revenue to generate the local 10% match requirement for RGP funds?	X	



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 4, 2021

Action Item # V. - 4.

From: Clerk to the Board - Meeting Minutes September 20, 2021
Daralyn Spivey

Issue/Action Requested:

Request that the Board of Commissioners approve the Draft Minutes from the September 20, 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 September 20, 2021 Regular Meeting.

ATTACHMENTS:

Description

- Draft Minutes Regular Meeting 2021-09-20

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
September 20, 2021
6:00 P.M.**

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

PRESENT: Commissioner Randy Thompson, Chairman
Commissioner Mike Forte, Vice-Chairman
Commissioner J. Martin Cooke
Commissioner Pat Sykes
Commissioner Frank Williams

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

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

I. CALL TO ORDER

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

II. INVOCATION/PLEDGE OF ALLEGIANCE

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

IV. PUBLIC COMMENTS

Dale Wright commented on his utility bill and Chairman Thompson referred him to John Nichols and Haynes Brigman for assistance.

Resea Willis, Brunswick Housing Opportunities (BHO) asked the Board to be receptive of the upcoming presentation from Mr. Witmer regarding the lack workforce housing County-wide and to act swiftly on this matter.

V. APPROVAL OF CONSENT AGENDA

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

1. **Clerk to the Board - Meeting Minutes**
The Board of Commissioners approved the Draft Minutes from the September 7, 2021, Regular Meeting.
2. **Code Administration – Fee Schedule Change for Change of Contractors**
The Board of Commissioners approved a change to the Code Administration-Permitting Fee Schedule for Sub-Contractor Change from Seventy-Five Dollars (\$75.00) to Fifty Dollars (\$50.00).
3. **Finance - Fiscal Items**
The Board of Commissioners approved the following Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature:
 - Health Services Breast Feeding Peer Counselor Budget Amendment**
The Board of Commissioners appropriated \$10,137 of additional State funding for the Breast-Feeding Peer Counselor for the 21-22 fiscal year.
 - West Brunswick Capital and Replacement Rollover Budget Amendment**
The Board of Commissioners appropriated \$30 of interest and a fund balance of \$432,920 for rollover of West Brunswick Regional Capital and Replacement funds transfer to reserve after year end June 30, 2021 reconciliation.
 - Northeast Brunswick Capital and Replacement Rollover Budget Amendment**
The Board of Commissioners appropriated \$62 of interest and a fund balance of \$503,823 for rollover of Northeast Brunswick Regional Capital and Replacement funds transfer to reserve after year end June 30, 2021 reconciliation.
 - Ocean Isle Beach Capital and Replacement Rollover Budget Amendment**
The Board of Commissioners appropriated \$32 of interest and a fund balance of \$69,380 for rollover of Ocean Isle Beach Capital and Replacement funds transfer to reserve after year end June 30, 2021 reconciliation.
 - Sheriff Sales and Services Budget Amendment**
The Board of Commissioners appropriated \$6,000 of additional sales and services revenue from Brunswick Community College for the salary increase in the BCC administration position.
 - Dredging Local Match Budget Amendment**
The Board of Commissioners appropriated \$135,022 of local shared revenues from Town of Holden Beach and Town of Oak Island and transfer \$135,023 to Lockwood Folly and Shallow Inlet Dredging line for the Lockwood Folly Inlet Navigation Channel September 2021 - July 2022 projects.
4. **IT – Sole Source Exemption for Bldg I Cameras and Complex Duress System**
The Board of Commissioners approved a sole source exemption for NC Sound to add a new camera system for Building I and to replace the duress (panic) button system for the complex.
5. **Sheriff's Office – 911 Center Phone System Contract Extension**
The Board of Commissioners approved an extension of the existing 911 Center Phone System agreement with ePlus Group, Inc. for six months, maintaining the current monthly rate in the state 911 budget 224376.
6. **Sheriff's Office – 911 Center Program Upgrade Agreement**
The Board of Commissioners approved a five-year agreement associated with the upgrade to the 911 Center's EMD system to include the Fire Priority Dispatch System, subject to review and approval by the County Attorney. Funds for the project are part of the approved FY22 state 911 budget.
7. **Superior Court Judge – SAMHSA Court Expansion Grant**
The Board of Commissioners approved the Substance Abuse and Mental Health Services Administration (SAMHSA) Expansion Grant in the amount of \$400,000 for year four (09/30/21-09/29/22) of the Brunswick County Adult Treatment Court Expansion Project. The grant has a five-year project period beginning 09/30/2018 through 09/29/2023 for a total award amount of \$2,000,000. Approval subject to final review and approval of necessary documents by County Attorney.
8. **Tax Administration – FY 2020-2021 Settlement Report**

The Board of Commissioners received the FY 2020-2021 Annual Tax Collector's settlement report.

9. Tax Administration – Order of Collection

The Board of Commissioners adopted and charged the Tax Collector and the Board Clerk to enter into the minutes an order to collect the taxes charged in the tax records and receipts. The order of Collection reads as follows:

State of North Carolina
County of Brunswick

To the Tax Collector & Deputy Collector of the County, of Brunswick You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of Brunswick County Tax Department and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Brunswick, and this order shall be a full and sufficient authority to direct, requires, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law. Witness my hand and official seal this 20th day of September, 2021.

Randy Thompson, Chairman
Board of Commissioners of Brunswick County

Attest:

Daralyn Spivey, Clerk to The Board
Of Commissioners of Brunswick County

10. Tax Administration – Relief from Collection September 2021 for 2010

The Board of Commissioners granted Tax Collector relief from "charge of collections" for three specific instances: (1) on taxes after all collection remedies have been expired (10 years from due date); (2) on personal property insolvents that are five years past due; and (3) on classified motor vehicle taxes that are one year or more past due when it appears that they are uncollectible.

11. Tax Administration – September 2021

The Board of Commissioners approved the September 2021 releases.

12. Utilities – Resolution to Accept DWSRF Principal Forgiveness Loan

The Board of Commissioners approved a resolution to accept the loan offer and associated assurances to secure \$2,218,967 in North Carolina Department of Environmental Quality Drinking Water State Revolving Fund funding for the repair and rehabilitation of the Town of Navassa drinking water 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. The Resolution reads as follows:

**Resolution to Accept North Carolina Department of Environmental Quality
Drinking Water State Revolving Fund Award**

WHEREAS, the Safe Drinking Water Act Amendments of 1996 and the North Carolina Water Infrastructure Fund have authorized the making of loans and/or grants, as applicable, to aid eligible, drinking-water system owners in financing the cost of construction for eligible, drinking-water infrastructure; and

WHEREAS, the North Carolina Department of Environmental Quality has offered a Drinking Water State Revolving Loan (DWSRF) with principal forgiveness in the amount of \$2,218,967 for the repair and rehabilitation of the Town of Navassa 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.

DRAFT

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Brunswick County:

- 1) That Brunswick County does hereby accept the DWSRF principal forgiveness loan offer in the amount of \$2,218,967; 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 DWSRF 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 complied substantially or will comply substantially 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 20th day of September, 2021.

Randy Thompson, Chairman
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 convened meeting of the Brunswick County Board of Commissioners duly held on the 20th day of September, 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 20th day of September, 2021.

Daralyn Spivey
Clerk to the Board

VI. PRESENTATION

1. **Clerk to the Board - Presentation – Brunswick County Homeless Coalition**
The Board of Commissioners received a presentation from Paul Witmer regarding the current issue of workforce housing/homelessness county-wide.
2. **Cooperative Extension – 2020-2021 Partnership Award**
The Board of Commissioners was presented the Cooperative Extension Excellence in Partnership Award from Dr. Dalton Dockery, Interim Cooperative Extension Director.
3. **Governing Board –Presentation- WARM Resolution**
The Board of Commissioner considered a Resolution Commemorating the 25 years of service provided by WARM (Wilmington Area Rebuilding Ministry). The Resolution reads as follows:

Resolution in Support of WARM

WHEREAS, in 2021 WARM (the Wilmington Area Rebuilding Ministry) is celebrating 25 years of service to lower-income families in Southeastern North Carolina; and

DRAFT

WHEREAS, WARM grew out of the United Methodist Church's response to Hurricane Fran in 1996. Twenty-five years later, WARM volunteers, founders and staff members continue to make critical repairs and accessibility upgrades to help families and individuals remain in their own homes and communities; and

WHEREAS, in 25 years, WARM has rebuilt over 1600 homes in seven North Carolina counties, addressing threats to health and safety as well as investing over \$20 million worth of repairs into our region's affordable housing stock; and

WHEREAS, in 2014, the County selected WARM to administer the Urgent Repair Program funded by the NC Housing Finance Agency and has supported this program with \$20,000 in matching funds annually; and

WHEREAS the average monthly income of a WARM family in 2021 is only \$1,542. Fifty-eight percent of WARM homeowners are over 60 years old and 66% have no mortgage. These homeowners pass their home to heirs, helping to alleviate generational poverty; and

WHEREAS, the WARM model uses volunteer labor with knowledgeable supervisors, and funding from government, corporations and individuals to make necessary home repairs, allowing many of these people to live out their golden years in a safe and stable home environment; and

NOW, THEREFORE, BE IT RESOLVED by the Brunswick County Board of Commissioners;

1. That the Board of Commissioners extends its warmest congratulation in celebrating 25 years of rebuilding homes and lives; and
2. That the Board of Commissioners continues to believe in WARM's mission to repair, rebuild, and make homes accessible; and
3. That WARM continues to inspire service, generosity, and hope

Adopted this the 20th day of September, 2021.

Randell Thompson, Chairman
Brunswick County Board of Commissioners

Attest:
Daralyn Spivey
Clerk to the Board

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

4. Presentation – Lower Cape Fear Water & Sewer Authority (Tim Holloman Director -LCFWSA)

Mr. Holloman presented the Board of Commissioners with membership plaque from the Lower Cape Fear Water & Sewer Authority.

VII. ADMINISTRATIVE REPORT

1. Utilities – Shallotte MRF Application Resolution:

The Board of Commissioners heard a request for the approval of a resolution to assist the Town of Shallotte in submitting an application to the North Carolina Department of Environmental Quality Merger/Regionalization Feasibility Grant Program and, should funding be granted, cooperate with the Town to evaluate the potential merger of the Brunswick County Utility system with the Town of Shallotte water system. The Resolution reads as follows:

Resolution in Support of Providing Application Assistance to the Town of Shallotte for a Merger/Regionalization Feasibility Grant

WHEREAS, Session Law 2015-241 with changes made to NCGS 159G created the Merger/Regionalization Feasibility grants to broaden the use of grant funds to encourage water and wastewater utilities to become viable and more proactive in the management and financing of their systems, and

DRAFT

WHEREAS, the Town of Shallotte intends to perform a study to evaluate the potential for a merger consolidation of the water system into one system with Brunswick County Utilities, and

WHEREAS, the Town of Shallotte intends to request Merger/Regionalization Feasibility Grant assistance to investigate the challenges, benefits, and implications for both utilities presented by the merger consolidation of the water system.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Brunswick County:

1. That John Nichols, Director of Brunswick County Utilities, as the Authorized Official, and successors so titled, is hereby authorized to provide assistance from Brunswick County Utilities to the Town of Shallotte, the Applicant, to the extent necessary for the purpose of the completion of the Merger/ Regionalization Feasibility Grant program application and to provide a letter indicating Brunswick County's intent to act as the partnering utility.
- 2 The Authorized Official, and successors so titled, is hereby authorized to cooperate to the extent necessary to perform a Merger/Regionalization Feasibility study with the Applicant, for the purposes of ensuring the viability of all systems involved.
- 3 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 study; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application and study.
- 4 That authorization provided by the Board of Commissioners to the Authorized Official does not bind Brunswick County or Brunswick County Utilities to act on the recommendations of the study.

ADOPTED this the 20th day of September, 2021.

Randy Thompson, Chairman
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 convened meeting of the Brunswick County Board of Commissioners duly held on the 20th day of September, 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 20th day of September, 2021.

Daralyn Spivey
Clerk to the Board

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

2. Utilities – Southport MRF Application Resolution

The Board of Commissioners heard a request for the approval of a resolution to assist the City of Southport in submitting an application to the North Carolina Department of Environmental Quality Merger/Regionalization Feasibility Grant Program and, should funding be granted, cooperate with the City to evaluate the potential merger

of the Brunswick County Utility system with the City of Southport water and wastewater systems. The Resolution reads as follows:

Resolution in Support of Providing Application Assistance to the City of Southport for a Merger/Regionalization Feasibility Grant

WHEREAS, Session Law 2015-241 with changes made to NCGS 159G created the Merger/Regionalization Feasibility grants to broaden the use of grant funds to encourage water and wastewater utilities to become viable and more proactive in the management and financing of their systems; and

WHEREAS, the City of Southport intends to perform a study to evaluate the potential for a merger consolidation of the water and wastewater systems into one system with Brunswick County Utilities, and

WHEREAS the City of Southport intends to request Merger/Regionalization Feasibility Grant assistance to investigate the challenges, benefits, and implications for both utilities presented by the merger consolidation of the water and wastewater systems.

NOW, THEREFORE BE IT RESOLVED, The Board of Commissioners of Brunswick County:

1. That John Nichols, Director of Brunswick County Utilities, as the Authorized Official, and successors so titled, is hereby authorized to provide assistance from Brunswick County Utilities to the City of Southport, the Applicant, to the extent necessary for the purpose of the completion of the Merger/ Regionalization Feasibility Grant program application and to provide a letter indicating Brunswick County's intent to act as the partnering utility.
2. The Authorized Official, and successors so titled, is hereby authorized to cooperate to the extent necessary to perform a Merger/Regionalization Feasibility study with the Applicant, for the purposes of ensuring the viability of all systems involved.
3. 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 study; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application and study.
4. That authorization provided by the Board of Commissioners to the Authorized Official does not bind Brunswick County or Brunswick County Utilities to act on the recommendations of the study

ADOPTED this the 20th day of September, 2021.

Randell 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 convened meeting of the Brunswick County Board of Commissioners duly held on the 20th day of September, 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 20th day of September, 2021.

Daralyn Spivey
Clerk to the Board

Commissioner Sykes moved to approve Resolution as requested. The motion was seconded by Commissioner Cooke and passed unanimously (5 to 0).

VIII. OTHER BUSINESS/INFORMAL DISCUSSION

No other business to discuss

IX. CLOSED SESSION

1. **Closed Session - Consult with Attorney**
Request that the Board of Commissioners enter into closed session pursuant to G.S. 143-318.11(a)(1) to approve closed session minutes and G.S. 143-318.11(a)(3) to consult with attorney employed or retained by the public body in order to preserve the attorney/client privilege between the attorney and the public body.

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

Commissioner Cooke moved to enter Closed Session as stated at 7:07p.m. The motion was seconded by Commissioner Sykes and passed unanimously (5 to 0).

Chairman Thompson called the Regular Session to order at 7:40 p.m.

X. ADJOURNMENT

Vice Chairman Forte moved to adjourn the meeting at 7:40 p.m. The motion was seconded by Commissioner Cooke and passed unanimously (5 to 0).

Randy Thompson, Chairman
Brunswick County Board of Commissioners

Attest:

Daralyn Spivey, NCCMC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 4, 2021

Action Item # V. - 5.

From:

Asst. Attorney--Bryan Batton

County Attorney - Declaration of Surplus Property

Issue/Action Requested:

Request that the Board of Commissioners declare property obtained by the County through tax foreclosure as surplus property to be placed on the County's website for possible future purchase.

Background/Purpose of Request:

The County has obtained parcel # 0230005102 through tax foreclosure for \$ 2,490.48; said parcel has a tax value of \$ 15,290.00 and needs to be added to the County's surplus property pool.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

To consider declaring parcel # 0230005102 to be surplus property, and if so, then to add it to the County's website as such.

County Manager's Recommendation:

Recommend the Board of Commissioners declare property obtained by the County through tax foreclosure as surplus property to be placed on the County's website for possible future purchase.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 4, 2021

Action Item # V. - 6.

County Attorney - Driving Creek Hunting Club Lease

From:

Asst. Atty--Bryan Batton

Issue/Action Requested:

To consider renewing the lease of Driving Creek Hunting Club.

Background/Purpose of Request:

Driving Creek Hunting Club has been leasing property on NC Highway 211, known as Tax Parcel # 13600026. The Club has requested to extend their lease for another year at a rate of \$ 1.00 per acre.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

\$ 1,222.00 for the year, 10/01/2021 - 09/30/2022.

Approved By County Attorney:

Yes

County Attorney's Recommendation:

To consider extending the lease.

County Manager's Recommendation:

Recommend the Board of Commissioners consider renewing the lease of Driving Creek Hunting Club.

ATTACHMENTS:

Description

- ▣ Driving Creek Hunting Club Request
- ▣ Driving Creek Hunting Club Liability Ins. 2021

Allen Dale Tatum
President
Driving Creek Hunting Club
P.O. Box 11365
Southport, N.C. 28461
910. 367. 2563

Brunswick Count Attorney
P.O. Box 249
Bolivia, NC 28422

Dear Sir,

In regards to our lease that Driving Creek Hunting Club has with the County of Brunswick on the property on NC Highway 211, otherwise known as Tax Parcels 13600011 and 13600022, we are seeking to renew the lease for another year starting on 10/1/2021 and ending on 9/30/2022. We are seeking the renewed lease so as to have legal access to Driving Creek Club House, which we do maintain and pay for electrical service to the club house. The renewed lease would also allow for the club members to have a legal presence on the lease and by having this presence on the lease it should help deter the illegal dumping of trash and debris on the land. Thank you for your time and consideration in this matter.

Sincerely,

Allen Dale Tatum
President
Driving Creek Hunting Club

: CKW



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2021

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Outdoor Underwriters, LLC 140 Stoneridge Drive, Suite 230 Columbia, SC 29210	CONTACT NAME: PHONE A/C No. Ext): 1-866-961-4101 FAX A/C No.): 1-803-451-5695 E-MAIL ADDRESS: support@outdoorund.com														
INSURED National Deer Association Hunting Clubs and Landowners P. O. Box 160 Bogart, GA 30622	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Certain Underwriters @ Lloyds</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Certain Underwriters @ Lloyds		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJ-ECT ☒ LOC	X		HU0241423	Aug 09, 2021	Aug 01, 2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 1,000						
	PERSONAL & ADV INJURY \$ EXCLUDED						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

HUNT CLUB NO.: 20835
HUNT CLUB: Driving Creek Hunt Club
Allen Tatum
PO Box 435
Winnabow, NC 28479

NUMBER OF ACRES: 860
LEASED LAND LOCATION: Bolivia, Brunswick County, NC
LANDOWNER ADDITIONAL INSURED?: Yes

CERTIFICATE HOLDER

Brunswick County Atty
Mr. Marshall
PO Box 249
Bolivia, NC 28422

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George C. Wils

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ACORD 25 (2010/05)



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 4, 2021

Action Item # V. - 7.

From:
Emergency Services - Lyle Johnston

Emergency Services-Sole Source Justification for Alternative
Support Apparatus LLC Purchase

Issue/Action Requested:

Approval for the sole source purchase of two ATV's with the Trail Rescue Package from Alternative Support Apparatus, LLC.

Background/Purpose of Request:

Alternative Support Apparatus, LLC is the sole source provider of the ATV with the Trail Rescue Package. Emergency Services is requesting approval for the sole source purchase of two ATV's with the Trail Rescue Package. Both units are currently approved in the current fiscal year budget.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend approval for the sole source purchase of two ATV's with the Trail Rescue Package from Alternative Support Apparatus, LLC.

ATTACHMENTS:

Description

- ☐ Emergency Services Sole Source Resolution
- ☐ Sole Source Request Document
- ☐ Sole Source Letter
- ☐ ASAP Quote for ATVs
- ☐ Supplier Agreement

County of Brunswick
Office of the County Commissioners



**RESOLUTION AUTHORIZING PURCHASE OF
2021 ALL-TERRAIN SELECT SERIES UTILITY TASK VEHICLES
WITH TRAIL RESCUE MODIFICATION KITS
UNDER SOLE SOURCE EXCEPTION TO FORMAL BIDDING REQUIREMENTS**

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

WHEREAS, Emergency Services desires to purchase two (2) 2021 all-terrain Select Series Utility Task Vehicles ("UTVs") with trail rescue modification kits for use in off-road areas of Brunswick County; and

WHEREAS, Alternative Support Apparatus LLC is the only company in the world that builds the ASAP Select Series ambulance UTVs that feature full-length patient compartments as a single body unit and not as a skid unit that can be taken on and off the UTVs; and

WHEREAS, the UTVs are compatible with Brunswick County's full-size ambulance and EMS fleet, providing full-length patient compartments that can securely house a full-size cot and can accommodate seating for up to two attendants and a driver; and

WHEREAS, the governing board must approve the purchase under this bidding exemption prior to awarding the contract.

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

Adopted this the 4th day of October, 2021.

Randell Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:

Daralyn Spivey
Clerk to the Board

SOLE SOURCE JUSTIFICATION FORM

Pursuant to N.C.G.S. § 143-129(e)(6), under certain circumstances, the procurement of goods may be exempt from competitive bidding requirements.

The undersigned requests that competitive procurement be waived for the goods listed below and that the vendor identified be authorized as a sole source for the goods.

Goods: 2-ASAP ATV's with trail rescue modification kits

Recommended Sole Source Vendor:

Company Name: ASAP Off Road Specialty Vehicles

Contact Name: Scott Carlisle

Address: 5609 Gundy Drive

City, State, Zip: Midvale, OH 44653

Competition for the above-referenced goods is precluded based on the following: (*Check all that apply. Attach detailed justification and supporting documentation.*)

- ☒ The needed product is only available from a single source.
- ☒ Performance or price competition for the product are not available.
- ☐ The specific product from the vendor is necessary for standardization or compatibility.
- ☒ The needed product is proprietary to the vendor.

☐ Other: _____

Expected Amount of Procurement: \$77,064.00

Term: ☒ One Time Purchase ☐ Ongoing Purchase

I certify that the above information is true and accurate to the best of my knowledge and that I have no financial or other beneficial interest in the vendor or goods. I have attached all relevant documentation and justification for this request.


Requestor

8-15-21
Date

APPROVED:


Department Head

8/24/21
Date


Purchasing Agent

8/27/21
Date


County Attorney

8/26/21
Date



August 17, 2021

To Whom It May Concern,

Alternative Support Apparatus LLC (ASAP) of 5609 Gundy Drive, Midvale, Ohio is the only company in the world that builds the ASAP Select Series off-road ambulance vehicle that features a full-length patient compartment. This vehicle is built on a modified UTV chassis.

ASAP is the sole source provider for the Select Series product. This vehicle works hand-in-hand with your full-size ambulance and EMS fleet by providing a full-length patient compartment, securely housing a full-size cot, and seating for up to two attendants and a driver. It also features a dedicated battery system to ensure the power you need for scene, search and emergency lights. The ASAP Select Series can meet your needs with its numerous standard features and an extensive list of options.

ASAP and Intimidator UTV products are all made in the United States of America.

Scott Carlisle

A blue ink handwritten signature, appearing to read "Scott Carlisle", is written over the printed name.

General Manger
Alternative Support Apparatus LLC



2021 SELECT SERIES QUOTE

DEALER: ASAP
CUSTOMER:
Brunswick County Emergency Services
3325 Old Ocean Highway
Bolivia, NC 28422

DATE 7/15/2021
QUOTED BY S. Carlisle

[Contact: Lyle Johnston - lyle.johnston@brunswickcountync.gov](mailto:lyle.johnston@brunswickcountync.gov) 910-352-3005

	CUSTOMER NET PRICE	QTY	CUSTOMER EXTENDED PRICE
SELECT BASE UNIT FLATBED	\$23,802	2	\$47,604
CHASSIS AND CAB STANDARD FEATURES			
Modified Intimidator UTV 4X4			
Standard White Paint Color - Hood & Dash			
997cc Gas Liquid-Cooled Electronic Fuel-Injected Power Plant			
On Demand Four Wheel Drive			
Fully Independent, Heavy Duty Suspension			
Power Steering			
Roof - Tread Plate			
Mirrors - Lt & Rt & Rear View			
Step - Rear			
BED COMPARTMENT STANDARD FEATURES			
All Aluminum Construction			
Powder Coat (Black)			
Front Bulkhead Panel			
LIGHTING STANDARD FEATURES			
Headlights			
Tail Lights			
TIRES AND WHEELS STANDARD FEATURES			
Off-Road Tires			
Aluminum Wheels - 4 Wheels			
SELECT SERIES MODIFICATION KITS			
Trail Rescue Mod Kit	\$4,230	2	\$8,460
Aluminum Upright Side Rails - 96"L x 36"H (Qty 2)			
Waterproof Vinyl Seat Back Cushion For Bench Seat (Qty 1)			
Bench Seat - 88"Lx12"Wx20"H w/Open Front & Waterproof Vinyl Seat Cushion (Qty 1)			
*Aluminum Tool Box w/ Stokes Basket Mount on Hinged Lid (Basket Not Included)		*	
OR			
*Cot Mounting System (Cot Not Included)			
Note: Asterisk (*) Denotes One of These Must be Chosen as Standard			
CHASSIS AND CAB OPTIONS			
Backup Alarm	\$186	2	\$372
Deep Cycle Battery, On Board Charger, Manual Shoreline	\$1,128	2	\$2,256
Guard - Brush	\$291	2	\$582
Siren and Speaker	\$598	2	\$1,196
Switch Panel - Four Position	\$206	2	\$412
Winch - Multi 4500 LB (Includes Rear Hitch Receiver)	\$1,890	2	\$3,780
Windshield - Glass w/ wiper	\$1,195	2	\$2,390
MODULE BED OPTIONS			
Outlet - 12 Volt	\$138	2	\$276
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LED Front Scene/Work Lights (Qty 2) (Requires Deep Cycle Battery)	\$265	2	\$530
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LED Side Scene Lights	\$688	2	\$1,376
Turn Signals	\$455	2	\$910
LED Light Bar	\$746	2	\$1,492
LED Emergency Lights - Four	\$794	2	\$1,588

ASAP - OFF ROAD SPECIALTY VEHICLES
5609 GUNDY DRIVE MIDVALE, OH 44653
877-929-2727 www.asap911.com
Price Effective 01/01/2021



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Contact: Lyle Johnston - lyle.johnston@brunswickcountync.gov 910-352-3005

DATE

7/15/2021

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S. Carlisle

	CUSTOMER NET PRICE	QTY	CUSTOMER EXTENDED PRICE
TIRE OPTIONS			
TOTAL SELECT SERIES CUSTOMER PRICE			\$73,564
CUSTOMER REQUESTED ITEMS			
Estimated Shipping to Bolivia, NC 28422	\$3,500	1	\$3,500
TOTAL PRICE TO CUSTOMER			\$77,064

Terms - 25% Down on Receipt of Order and Payment in Full Upon Delivery

ASAP Prices are valid for 60 Days

FOB Midvale, OH if No Shipping Fee is Quoted

Accepted this _____ Day of _____, 2021

Signature _____

Title _____

Purchase Order No. _____

FINANCING AVAILABLE*

Estimated Annual Payment (5 yrs) \$26,972

Estimated Monthly Payment (60 mos) \$2,248

Contact ASAP for a Formal Quote

*Results received from these estimates are designed for comparative purposes only, and accuracy is not guaranteed. Alternative Support Apparatus, LLC does not guarantee the accuracy of any information available on this financing quote, and is not responsible for any errors, omissions, or misrepresentations. All financing is handled through a third party. This calculator does not have the ability to pre-qualify you for any financing program. Qualification for loan programs may require additional information

NORTH CAROLINA

SUPPLIER AGREEMENT

BRUNSWICK COUNTY

THIS SUPPLIER 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 Alternative Support Apparatus LLC, (hereinafter referred to as “Supplier”), party of the second part.

WITNESSETH:

1. GOODS; PRICING

The goods to be purchased under this Agreement (hereinafter referred to collectively as “Goods”) and the agreed upon price(s) for said Goods are set forth on the Quote attached hereto as Exhibit “A.”

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

2. TERM OF AGREEMENT

The term of this Agreement begins on 10/04/2021 (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 the Supplier. As soon as practicable after receipt of a written notice of termination without cause, Supplier shall submit a statement to the County showing in detail any Goods purchased under this Agreement for which payment has not been made through the effective date of termination. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Supplier if Supplier 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 Supplier, or has a receiver or trustee appointed for substantially all of its property, or if Supplier 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 Supplier of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

- a. **TOTAL CHARGES.** The County agrees to pay the price(s) for the Goods specified in the Price List or other document set forth on Exhibit "A" or as set out above. These prices constitute the maximum total charges payable to the Supplier for the Goods, and such prices shall not be increased except as permitted herein.
- b. **PRICE PROTECTION.** Supplier warrants that the prices extended to the County under this Agreement are comparable to or better than those being offered to any other customer purchasing similar quantities of the same or similar Goods. During the term of this Agreement, if Supplier enters into a contract with another entity that provides more favorable pricing and terms than this Agreement, then County shall be promptly notified of such changes to the pricing, and Supplier shall be obligated to provide the same to County for subsequent purchases. During the term of this Agreement, if lower prices and rates become effective for like quantities of the Goods through a reduction in list prices, promotional discounts or other circumstances, then County shall be promptly notified of such changes in pricing, and County must be given immediate benefit of such lower prices and rates.
- c. **PRICE ADJUSTMENTS.** The price(s) stated herein shall not increase for the initial term of this Agreement. Supplier shall provide County with at least one hundred eighty (180) days' prior written notice for any price increase. If County agrees to the price increase, such changes will become effective the first day of the new applicable term and will be reflected on a new Price List or other document provided by Supplier and which will replace the existing Price List or other document attached hereto as Exhibit "A."

Price increases shall only be allowed when justified by County in its sole discretion based on legitimate, bona fide increases in the cost of providing the Goods covered under this Agreement. No adjustment shall be made to compensate Supplier for inefficiency in operation, increase in labor costs or for additional profit.

- d. **INVOICES.** Unless otherwise specified, Supplier shall submit monthly invoices to the County and include a complete list all Goods purchased under the terms of this Agreement. Invoices shall only be submitted after Acceptance of the Goods as set forth herein. The County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, the County will not pay late fees on any charges under this Agreement. If the County disputes any portion of the charges on any invoice received from the Supplier, the County shall inform the Supplier in writing of the disputed charges. Once the dispute has been resolved, the Supplier shall re-invoice the County for the previously disputed charges, and, per any resolution between the County and the Supplier, the County shall pay those charges in full at that time. No advance payment shall be made for any Goods supplied by Supplier pursuant to this Agreement.

- e. **PURCHASING VOLUME.** Supplier hereby acknowledges that this Agreement does not guarantee that any minimum or maximum purchases will be made. Orders will only be placed when County identifies a need.

5. ACCEPTANCE OF GOODS

The Goods delivered under this Agreement shall remain the property of Supplier until acceptance by County. Acceptance of Goods shall occur within fifteen (15) days after receipt by County unless:

- a. The County has notified Supplier of a defect within such time period. In the event any Goods are defective, County shall be entitled to terminate the order for such Goods upon written notice to Supplier and return such Goods to Supplier at Supplier's expense.
- b. The parties have agreed to provide County with a trial use period for acceptance verification or testing, in which case acceptance of the Goods shall occur upon the successful completion of the acceptance verification or testing period and any agreed upon trial use period.

6. INDEPENDENT CONTRACTOR

Both County and Supplier agree that Supplier 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. Accordingly, Supplier shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required. Supplier 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.

7. SUPPLIER REPRESENTATIONS

- a. Supplier 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. Supplier 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 Supplier to enter into and perform its obligations under this Agreement;

- d. In connection with the Supplier'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. Supplier shall not violate any agreement with any third party by entering into or providing the Goods under this Agreement;
- f. Supplier will provide all Goods in conformity with the specifications and requirements of this Agreement;
- g. Supplier will provide all Goods free and clear of all liens and encumbrances;
- h. The Goods provided by the Supplier 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
- i. Supplier 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.

8. WARRANTIES

- a. **SPECIFIC WARRANTIES.** In addition to any other warranties set forth herein, Supplier shall represent, warrant and covenant the specific warranties for the Goods attached hereto and incorporated herein.
- b. **ASSIGNMENT OF WARRANTIES FOR THIRD PARTY PRODUCTS.** Without limiting Supplier's obligation to provide warranty or maintenance services, Supplier hereby assigns to County all of Supplier's warranties covering any third-party product delivered under this Agreement. Supplier will provide copies of all said warranties to County upon delivery of the covered Goods.

9. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Supplier shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data rising out of the negligent or willful act or omission of Supplier. In the event that Supplier causes damage to the County's equipment or facilities, the Supplier 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.

10. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Supplier or the Goods supplied under this Agreement, and Supplier 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 Supplier 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.

11. NON-EXCLUSIVITY

Supplier acknowledges that County is not obligated to contract solely with Supplier for the Goods covered under this Agreement.

12. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Supplier 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.

13. DEBARMENT

Supplier 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. Supplier must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

14. INDEMNIFICATION

Supplier 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 Supplier, its employees or agents. Supplier further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Supplier 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.

15. INSURANCE

Supplier shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder.

Supplier 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. Supplier 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.

16. WORKERS' COMPENSATION

To the extent required by law, Supplier 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 Supplier is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Supplier shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Supplier's obligations under this Agreement.

Supplier agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

17. REMEDIES

- a. **RIGHT TO COVER.** If Supplier fails to provide any Goods for any reason, due to no fault of County, the County may employ such means as it may deem advisable and appropriate to obtain the Goods from a third party until the matter is resolved and Supplier is again able to provide the respective Goods under this Agreement.
- b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Supplier fails to perform under this Agreement until such breach has been fully cured.
- c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
- d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
- e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Supplier, notwithstanding anything to the contrary in this Agreement, Supplier agrees that it will not terminate this Agreement or suspend or limit the supply of any Goods or warranties on such Goods, 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.

18. TAXES

Supplier shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Supplier shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

19. HEALTH AND SAFETY

Supplier shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the supply of Goods. Supplier 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 the supply of Goods.

20. NON-DISCRIMINATION IN EMPLOYMENT

Supplier 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. Supplier shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Supplier is determined by the final order of an appropriate agency or court 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 Supplier may be declared ineligible for further County agreements.

21. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Supplier understands that it is a requirement of this Agreement that Supplier and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Supplier 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 Supplier shall require its subcontractors to do the same. Upon request, Supplier agrees to provide County with an affidavit of compliance or exemption.

22. 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.

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 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 Supplier of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

28. ENTIRE AGREEMENT

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

29. HEADINGS

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

30. SEVERABILITY

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

31. AMENDMENTS

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

32. NOTICES

- a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

- i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022

- ii. For the Supplier: Alternative Support Apparatus LLC
5609 Gundy Drive
Midvale, OH 44653

[SIGNATURES APPEAR ON FOLLOWING PAGE]

33. SIGNATURES

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

ATTEST:

BRUNSWICK COUNTY_____
Clerk to the BoardBy: _____
Chairman, Board of Commissioners

[SEAL]

ALTERNATIVE SUPPORT APPARATUS LLCBy: Scott Carlisle

Printed Name: Scott Carlisle

Title: General Manager

Date: 9/23/2021

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

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

APPROVED AS TO FORM

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

EXHIBIT "A"

QUOTE

ASAP - OFF ROAD SPECIALTY VEHICLES
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877-929-2727 www.asap911.com
Price Effective 01/01/2021



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Mirrors - Lt & Rt & Rear View			
Step - Rear			
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All Aluminum Construction			
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Front Bulkhead Panel			
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Aluminum Upright Side Rails - 96"L x 36"H (Qty 2)			
Waterproof Vinyl Seat Back Cushion For Bench Seat (Qty 1)			
Bench Seat - 88"Lx12"Wx20"H w/Open Front & Waterproof Vinyl Seat Cushion (Qty 1)			
*Aluminum Tool Box w/ Stokes Basket Mount on Hinged Lid (Basket Not Included)		*	
OR			
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7/15/2021

QUOTED BY

S. Carlisle

	CUSTOMER NET PRICE	QTY	CUSTOMER EXTENDED PRICE
TIRE OPTIONS			
TOTAL SELECT SERIES CUSTOMER PRICE			\$73,564
CUSTOMER REQUESTED ITEMS			
Estimated Shipping to Bolivia, NC 28422	\$3,500	1	\$3,500
TOTAL PRICE TO CUSTOMER			\$77,064

Terms - 25% Down on Receipt of Order and Payment in Full Upon Delivery

ASAP Prices are valid for 60 Days

FOB Midvale, OH if No Shipping Fee is Quoted

Accepted this _____ Day of _____, 2021

Signature _____ *See Supplier Agreement

Title _____

Purchase Order No. _____

FINANCING AVAILABLE*

Estimated Annual Payment (5 yrs) \$26,972

Estimated Monthly Payment (60 mos) \$2,248

Contact ASAP for a Formal Quote

*Results received from these estimates are designed for comparative purposes only, and accuracy is not guaranteed. Alternative Support Apparatus, LLC does not guarantee the accuracy of any information available on this financing quote, and is not responsible for any errors, omissions, or misrepresentations. All financing is handled through a third party. This calculator does not have the ability to pre-qualify you for any financing program. Qualification for loan programs may require additional information



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 4, 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 Project Ordinances and Fiscal Items of a routine nature on the consent agenda.

-Parks and Recreation Insurance Proceeds Budget Amendment

Appropriate \$1,672 of insurance proceeds for the repair costs of wrecked 2020 F250 Vin 3789.

-Health Insurance Proceeds Budget Amendment

Appropriate \$3,208 of insurance proceeds for the repair costs of wrecked vehicle.

-Wastewater Budget Amendment

Appropriate \$476,000 in wastewater retail sales to refund the amounts paid of \$68,000 per year between April 1, 2013, and April 1, 2019, by Wilmington River Club, LLC to the Town of Navassa per its Impact Fee Agreement with the Town dated October 16, 2012. Brunswick County acquired Navassa's utilities system, but does not enter into agreements for the pre-payment of such fees. Wilmington River Club, LLC has not made any connections to the wastewater system under the prepayment agreement it had with the Town. This refund will terminate the agreement with the Town of Navassa and/or Brunswick County (as successor) and Wilmington River Club, LLC will pay the System Development Fees currently in effect at the time of permitting and connection to the county wastewater system.

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 Project Ordinances and Fiscal Items of a routine nature on the consent agenda.

ATTACHMENTS:

Description

- ❑ 20211004 Budget Amendment Parks and Recreation Insurance Proceeds.pdf
- ❑ 20211004 Budget Amendment Health Insurance Proceeds.pdf
- ❑ 20211004 Budget Amendment Wastewater Prepaid Fees Refund.pdf

Request Info	
Type	Budget Amendment
Description	Parks and Rec Insurance Proceeds
Justification	Board Meeting 10/4/2021-Appropriate \$1,672 of insurance proceeds for the repair costs of wrecked 2020 F250 Vin 3789.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
106132	383913	Parks	Insurance Refund	1672	Increase	Credit
106132	435300	Parks	Repair and Maint - Vehicles	1672	Increase	Debit

Total	
Grand Total:	3344

Request Info	
Type	Budget Amendment
Description	Health Insurance Proceeds
Justification	Board Meeting 10/4/2021-Appropriate \$3,208 of insurance proceeds for the repair costs of wrecked vehicle.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
135100	383913	Family Health Personnel	Insurance Refund	3208	Increase	Credit
135100	435300	Family Health Personnel	Repair and Maint - Vehicles	3208	Increase	Debit

Total	
Grand Total:	6416

Request Info	
Type	Budget Amendment
Description	Navassa Impact Fees Refund
Justification	Board Meeting 10/04/2021-Appropriate \$476,000 of wastewater sales retail for a refund of impact fees paid in advance to Navassa per agreement.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
627210	371405	Wastewater - Administration	Wastewater Sales-Retail	476000	Increase	Credit
627210	449900	Wastewater - Administration	Miscellaneous Expense	476000	Increase	Debit

Total	
Grand Total:	952000



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 4, 2021

Action Item # V. - 9.

Utilities - Job Position Adjustment

From:

John Nichols, P.E.

Issue/Action Requested:

Request that the Board of Commissioners approve the adjustment of two job descriptions and associated grade changes for two open positions.

Background/Purpose of Request:

Due to the ongoing expansion of the utility system and associated need for additional management staffing within the Department it is recommended that two positions be adjusted. Both positions are open due to vacancies. It is recommended that the open Project Coordinator (Grade 73) position be changed to a Deputy Director - Design & Construction (Grade 78) and the Utility System Electrician (65) be changed to a Wastewater Collections Supervisor (69). The Utility Systems Electrician position was recently advertised and there were no qualified applicants. Modification of the requirements of the position will not only encourage more applicants but will allow for the delegation of additional responsibility in order to provide additional direction to staff and a higher level of customer service.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Not Applicable

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend the Board of Commissioners approve the adjustment of two job descriptions and associated grade changes for two open positions.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 4, 2021

Action Item # V. - 10.

Utilities - UOC Building Expansion Design

From:

John Nichols, P.E.

Issue/Action Requested:

Request that the Board of Commissioners approve the Professional Services Agreement with MHAworks, PA for the design and construction administration of the Utilities Operations Center (UOC) Building Expansion in the amount of \$107,600 and authorize the Chairman and Clerk to the Board to execute the agreement.

Background/Purpose of Request:

Funding for the expansion of the Utility Operations Center has been approved in previous fiscal years and the project is on the approved Capital Improvement Plan. There currently is no additional room for offices in the UOC Building. In Fiscal Year 2018, two offices and an overhead mezzanine for light storage were created using existing space. No more offices can be created without increasing the building footprint. Currently, several employees share office space, and this is not conducive to the type of work they perform. Multiple interruptions reduce efficiency. The utility continues to grow and requires additional space to do so.

In Fiscal Years 2020 and 2021 this project was advertised with both the design, bid, build, and design-build approach. A scope and fee were unable to be negotiated with the available funds at that time. In Fiscal Year 2022, additional funds for this project were approved in the Capital Improvement Plan (CIP). A Request for Qualifications from Architects and Engineers was advertised on July 13, 2021, and responses were received on August 13, 2021. Both S3 Architects and MHAworks submitted responses. A selection committee was formed and MHAworks was selected. A scope and fee were then negotiated for the design and construction administration for the UOC Building Expansion Project.

Consequently, Staff recommends that the Board of Commissioners approve and execute the Professional Services Agreement between Brunswick County and MHAworks in the amount of \$107,600 for the design and construction administration of the UOC Building Expansion Project.

Fiscal Impact:

Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Budget amendment and the associated capital projects ordinance transfers \$110,000 designated in the reserve for the project.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable.

County Manager's Recommendation:

Recommend the Board of Commissioners approve the Professional Services Agreement with MHAworks, PA for the design and construction administration of the Utilities Operations Center (UOC) Building Expansion in

the amount of \$107,600 and authorize the Chairman and Clerk to the Board to execute the agreement.

ATTACHMENTS:

Description

- ▣ Professional Services Agreement
- ▣ 20211004 CPO Utilities Operation Center Expansion.pdf
- ▣ 20211004 Budget Amendment Utility Operations Center Expansion.pdf

**NORTH CAROLINA
BRUNSWICK COUNTY**

**PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECTURAL, ENGINEERING
AND/OR SURVEYING SERVICES
(Mini-Brooks Act/Qualification Based Selection)**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County” or “Owner”), party of the first part and MHAworks, P.A., (hereinafter referred to as “Provider” or “Architect”), party of the second part.

WITNESSETH:

1. SERVICES; FEES

Provider agrees to perform the services (hereinafter referred to as the “Services”) in connection with the project (hereinafter referred to as the “Project”), as more fully set forth in the Request for Qualifications entitled: “Utility Operation Center Building Expansion,” as published by Brunswick County on July 13, 2021, and any addenda thereto, and on Exhibit “A” and Exhibit “B” attached hereto, all of which are hereby incorporated 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; TIME OF COMPLETION

The term of this Agreement begins one (1) business day after approval by the Brunswick County Board of Commissioners (the “Effective Date”) and continues in effect until 04/30/2024, unless extended or sooner terminated as provided for herein or in the General Conditions of the Contract. Notwithstanding the foregoing, Provider shall complete the Services in accordance with the schedule set forth on Exhibit “B” (the “Time of Completion”), unless extended as provided for in the General Conditions of the Contract.

3. TERMINATION

The County may terminate this Agreement at any time without cause by giving written notice to Provider. The County may set the effective date of termination at a time up to thirty (30) days following notice to Provider to allow Provider 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.

4. BRUNSWICK COUNTY GENERAL CONDITIONS OF THE CONTRACT

This Agreement, in addition to any construction documents prepared hereunder, shall be subject to the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts), unless the County directs otherwise. In the event of a conflict between the General Conditions of the Contract and this Agreement, this Agreement shall prevail.

5. NONAPPROPRIATION

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

6. COMPENSATION

The County agrees to pay Provider as specified in the Exhibits attached hereto or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within forty-five (45) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

7. INDEPENDENT CONTRACTOR

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance

with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

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

8. OPINIONS OF COST

If applicable, Provider shall provide opinions of probable construction costs, including but not limited to, designer fees, costs of construction, costs of equipment, furnishings, signage, permit fees and appropriate contingencies, at Project intervals determined by County. Such opinions of costs shall be representative of Provider's best judgment as an experienced and qualified professional generally familiar with the construction industry. The parties acknowledge that actual bids, proposals and costs may vary from Provider's opinions of costs based on the cost of labor, materials, equipment or services furnished by others, differing methods for determining prices, competitive bidding or other market conditions. When requested by County, Provider shall participate in rebidding, renegotiation and design adjustments to the extent such are necessary to reduce Project costs. Such services shall be performed by Provider without additional compensation.

9. ACCOUNTING RECORDS

Provider shall maintain accounting records in accordance with generally accepted accounting practices and shall make such records available for inspection by County upon reasonable request and during normal business hours for a period of three (3) years following completion of the Services.

10. PERMITS AND APPROVALS

Provider shall provide County with a schedule of all required approvals and the dates by which application for such approvals must be made in order to avoid any risk of delay to the Project. Provider shall prepare the necessary application forms, present documents requiring approval by County and submit documents with County approval to appropriate federal, state and local government or other agencies in a timely manner.

11. ENVIRONMENTAL CONDITIONS

County shall disclose to Provider the existence of all known and suspected hazardous substances, including, without limitation: asbestos; polychlorinated biphenyls (PCBs); petroleum; hazardous waste; or radioactive material located at or near the site where the Services are to be performed. If Provider discovers any undisclosed hazardous substances, or if investigative or

remedial action or other professional services are necessary, Provider may, at its option and without liability for damages, suspend performance of the Services hereunder until County: (1) retains an appropriate specialist consultant or contractor to identify and, as appropriate, abate, remediate or remove the hazardous substances; and (2) warrants that the site where the Services are to be performed are in full compliance with applicable laws and regulations. Notwithstanding the foregoing, if the presence of any hazardous materials adversely affects the performance of Provider's duties under this Agreement, then Provider shall have the option of: (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause upon thirty (30) days' written notice to County.

12. PROVIDER REPRESENTATIONS

- a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;
- d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- f. Provider has not engaged in corrupt, fraudulent or coercive practices in competing for or executing this Agreement;
- g. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- h. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);
- i. Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;
- j. Provider shall be responsible for all errors, omissions or deficiencies in technical accuracy in any drawings, specifications or other documents prepared or services

rendered by Provider, its subcontractors or consultants and shall correct, at no additional cost to County, any and all errors, omissions, discrepancies, ambiguities, mistakes, deficiencies or conflicts;

- k. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- l. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

13. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

14. NON-ENDORSEMENT AND PUBLICITY

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

15. NON-EXCLUSIVITY

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

16. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

17. DEBARMENT

Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this

Agreement by any governmental department or agency. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

18. INDEMNIFICATION

Provider shall indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind (collectively, "Claims") which may be brought or made against County or which County must pay and incur arising out of this Agreement should fault or negligence on the part of the Provider or its subcontractors or consultants be the proximate cause of such Claims. Provider shall be fully responsible to County for the acts and omissions of its subcontractors or consultants and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

19. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense, and shall ensure that any of its consultants maintains in full force and effect at all times and at its sole cost and expense, Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

20. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

21. REMEDIES

- a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
 - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and
 - ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.
- b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.
- c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
- d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

22. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

23. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all

necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

24. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

25. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors or consultants must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Provider shall require its subcontractors and consultants to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

26. CONFIDENTIAL INFORMATION

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

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

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

27. OWNERSHIP OF WORK PRODUCT

- a. All work product created by Provider pursuant to this Agreement, including, without limitation, design drawings, construction documents, photographs and models and any derivative works and compilations, and whether or not such work product is considered a "work made for hire" or an employment to invent (hereinafter referred to collectively as "Work Product") shall be the exclusive property of County. County and Provider agree that such original works of authorship are "works made for hire" of which County is the author within the meaning of the United States Copyright Act. To the extent that County is not the owner of the intellectual property rights in and to such Work Product, Provider hereby irrevocably assigns to County any and all of its rights, title and interest in and to all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine. Upon County's request, Provider shall execute such further documents and instruments or obtain such documents from third parties, including consultants and subcontractors, if applicable, necessary to fully vest such rights in County. Provider forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 U.S.C. § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- b. In the event the use of any of Provider's intellectual property, including any derivative work created with the use of third-party intellectual property, is necessary for the use of any Work Product, Provider hereby grants to County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the intellectual property for the purposes set forth in this Agreement and will ensure that any third-party grants the same.

- c. County may use Work Product for any other purpose and on any other project without additional compensation to Provider. Notwithstanding the foregoing, the use of Work Product by County for any purpose other than as set forth in this Agreement shall be at County's risk.

28. NO ASSIGNMENT WITHOUT CONSENT

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

29. GOVERNING LAW AND VENUE

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

30. DISPUTE RESOLUTION

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

31. GOVERNMENTAL IMMUNITY

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

32. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, 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.

33. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the foregoing, all documents included in the Request for Qualifications and the qualifications statement submitted

by Provider, if applicable, including, but not necessarily limited to: General Conditions; Supplementary General Conditions; Scope of Work; Specifications; Addenda; Accepted Proposal; Notice to Proceed; Performance Bond; Payment Bond; MBE forms; Power of Attorney; Insurance Certificates; Approval by County Commissioners; Tax Statement and Certification; Notice of Substantial Completion; Notice of Final Completion and Acceptance; and Drawings are incorporated herein by reference and made an integral part of this Agreement. To the extent the terms of such documents conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

34. HEADINGS

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

35. SEVERABILITY

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

36. AMENDMENTS

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

37. NOTICES

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

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

- i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022

- ii. For the Provider: MHAworks, P.A.
Attn: Michael J. Hining, Registered Agent
501 Washington Street, Suite G
Durham, NC 27701

[SIGNATURES APPEAR ON FOLLOWING PAGE]

38. SIGNATURES

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

ATTEST:

BRUNSWICK COUNTY_____
Clerk to the BoardBy: _____
Chairman, Board of Commissioners

[SEAL]

MHAWORKS, P.A.By: Matthew Johnson

Printed Name: Matthew Johnson

Title: Project Architect

Date: 9/27/2021

“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

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

This is **EXHIBIT A**, consisting of 11 pages, referred to in and part of the **Professional Services Agreement between Owner and Architect** to which it is attached.

Architect's Services

The Professional Services Agreement is supplemented to include the following agreement of the parties.

Architect shall provide services in accordance with the Request for Qualifications, as applicable, and in accordance with the Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

Architect understands that Brunswick County would like to expand the existing Utilities Operations Center (UOC) Building located at 250 Grey Water Road NE in Supply, NC. The existing facility was completed in 2010 and included areas to accommodate future expansion. The area currently identified for the expansion is as shown on the image below.



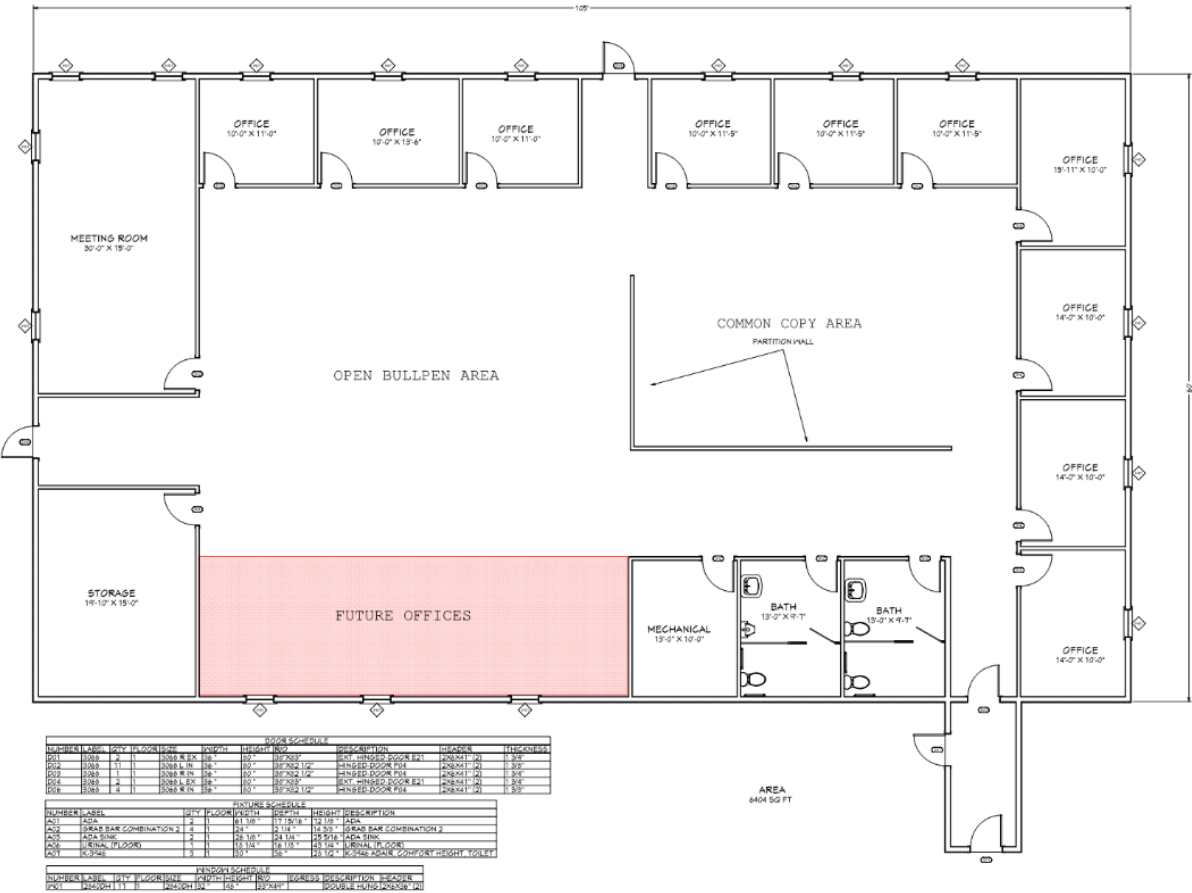
Existing Aerial Image showing proposed Expansion

The proposed expansion will be a Pre-Engineered Metal Building Structure with exterior cladding that coordinates with the existing facility aesthetic. Architect understands that the desired expansion is between 4,000sqft and 6,400sqft which will be based on what is feasible within the existing site conditions as well as the identified budget. Architect understands that site improvements will be minor and will likely only involve repairs to adjacent turf, sidewalk, curb, and fencing. Additionally, Architect understands that the intent would be for the expansion to tie into the utilities currently serving the existing building; however, this will need to be reviewed and confirmed during the design of the expansion.



Existing Facility showing area where expansion is proposed.

The interior of the expansion will need to coordinate with the existing facility; however, specific interior finishes do not have to match. The determination of the interior aesthetic will be based on the identified project budget and the Owner’s needs. Architect understands that the goal of this expansion is to maximize the building area and that the interior of the expansion could possibly be upfit in phases. The desired scope of the interior spaces may include a conference room, open office space, individual offices, storage, utility spaces, and restrooms. The expansion will be connected to the existing building through a breezeway which may or may not be enclosed to maintain access to the electrical room and fire alarm control panel in the existing building. A preliminary concept plan is shown below.



Preliminary Expansion Plan

PHASE A - Study and Preliminary Design Phase

Architect shall facilitate a kick-off meeting to review the following:

Consult with Owner to define and clarify Owner's requirements for the Project and available data.

Advise Owner of any need for Owner to provide data or services which are not part of Architect's Basic Services.

Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Architect, including but not limited to mitigating measures identified in the environmental assessment.

Upon review and confirmation of the scope of work, Architect shall:

Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.

Furnish two (2) review copies of the Preliminary Design Phase documents and any other deliverables to Owner and review them with Owner. Within fourteen (14) calendar days of receipt, Owner shall submit to Architect any comments regarding the Preliminary Design Phase documents and any other deliverables.

Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish two (2) review copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables to the Owner in accordance with the schedule outlined herein.

Architect's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

PHASE B - Design Development & Final Design Phase

After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Architect shall:

Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities. Submit permit applications to governmental authorities and act as the Agent of the Owner.

Advise Owner of any adjustments to the opinion of probable Construction Cost known to Architect.

Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within twenty (20) days of receipt, Owner shall submit to Architect any comments and instructions for revisions.

Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit up to seven (7) final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to the Owner in accordance with the schedule outlined herein.

Architect's services under the Final Design Phase will be considered complete on the date when the submittals have been delivered to Owner.

In the event that the Work designed or specified by Architect is to be performed or furnished under more than one prime contract, or if Architect's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Architect shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Architect's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit B whether or not the work under such contracts is to proceed concurrently.

The number of prime contracts for Work designed or specified by Architect upon which the Architect's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Architect shall be entitled to an equitable increase in its compensation under this Agreement.

PHASE C - Bidding or Negotiating Phase

After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Architect shall:

Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been

issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.

Issue addenda as appropriate to clarify, correct, or change the bidding documents.

Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.

If bidding documents require, the Architect shall evaluate and determine the acceptability of “or equals” and substitute materials and equipment proposed by bidders.

Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work. Provide a Recommendation of Award letter to Owner.

The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

PHASE D - Construction Phase

Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Architect shall:

General Administration of Construction Contract: Consult with Owner and act as Owner’s representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Architect as assigned in the Construction Contract shall not be modified, except as Architect may otherwise agree in writing. Architect shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

Selecting Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform testing services.

Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Architect, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Architect’s judgment are necessary to enable Contractor to proceed.

Visits to Site and Observation of Construction: In connection with observations of Contractor’s Work while it is in progress:

Make visits to the Site at intervals appropriate to the various stages of construction, as Architect deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Architect, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Architect in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Architect's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Architect will determine in general if the Work is proceeding in accordance with the Contract Documents, and Architect shall keep Owner informed of the progress of the Work.

The purpose of Architect's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Architect to better carry out the duties and responsibilities assigned to and undertaken by Architect during the Construction Phase, and, in addition, by the exercise of Architect's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Architect's visits shall be of sufficient quantity, duration, and thoroughness so that the Architect may provide the needed certifications to the governmental authorities having jurisdiction over the project. Architect shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Architect have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Architect neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

Defective Work: Reject Work if, on the basis of Architect's observations, Architect believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

Clarifications and Interpretations; Field Orders: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Architect may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

Change Orders and Work Change Directives: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.

Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Architect shall meet any Contractor's submittal schedule that Architect has accepted.

Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

Inspections and Tests: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Architect's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Architect shall be entitled to rely on the results of such tests.

Disagreements between Owner and Contractor: Provide written recommendations on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either recommend denial of such Claim in whole or in part, recommend approval of such Claim, or decline to resolve such Claim if Architect in its discretion concludes that to do so would be inappropriate. In making such recommendations, Architect shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any recommendation made in good faith in such capacity.

Applications for Payment: Based on Architect's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

Determine the amounts that Architect recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Architect's representation to Owner, based on such observations and review, that, to the best of Architect's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Architect's responsibility to observe Contractor's Work. In the case of unit

price work, Architect's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents). However, quantity determinations shall be made only in so far as it is Architect's responsibility to observe Contractor's

Work. The Architect may rely on quantities confirmed by Inspectors or other Resident Project Representatives assigned by the Owner.

By recommending any payment, Architect shall not thereby be deemed to have represented that observations made by Architect to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Architect in this Agreement and the Contract Documents. Neither Architect's review of Contractor's Work for the purposes of recommending payments nor Architect's recommendation of any payment including final payment will impose on Architect responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Architect to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

Contractor's Completion Documents: Receive, review, and transmit to Architect maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and transmit the annotated record documents which are to be assembled by Architect in accordance with the Contract Documents to obtain final payment.

Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Architect considers the Work substantially complete, Architect shall deliver a certificate of Substantial Completion to Owner and Contractor.

Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Architect may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Architect shall also provide a notice that the Work is acceptable to the best of Architect's knowledge, information, and belief and based on the extent of the services provided by Architect under this Agreement. Architect shall provide a "Certificate of Compliance" and "Certificate of Completion" with the recommendation for final payment.

Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.

Review of operation and maintenance manuals as provided by the General Contractor.

Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Architect for final payment to Contractors in accordance with the Contract Documents. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts.

PHASE E - Post-Construction Phase

During the Post-Construction Phase Architect shall:

Visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.

Visit the Project within one (1) month before the end of the Construction Contract's warranty period to ascertain whether any portion of the Work is subject to correction.

The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate two (2) months after the conclusion of the Construction Contract's warranty period.

PART 2 – ASSUPMTIONS & EXCLUSIONS

The following list of exclusions are provided to clarify the assumptions used to create this Scope of Services. The following items are excluded.

Travel to similar facilities.

Public information meetings or other meetings outside of those defined herein.

The final building structure is to be provided by the Pre-Engineered Metal Building Supplier.

Creation of full as-builts for the existing facility is not included.

Current permitting for stormwater management includes the proposed expansion, up to 6,400sqft, and additional permitting should not be required.

Modifications to existing parking areas and vehicular circulation is not anticipated and is not included.

Hydrant flow tests for the design of the fire protection system is not include and shall be the responsibility of the Fire Protection Contractor.

Construction Material Testing and/or Special Inspections are excluded and shall be contracted by the Owner through a third-party agency.

Permit & Review Fees.

PART 3 – SCHEDULE

Architect understands that the Owner would like to have this project completed as soon as possible and preferably within the next year. The desired schedule will be reviewed and developed as part of the kick-off meeting with the Owner; however, we anticipate the following milestones for the project.

- September 13, 2021 – Design Proposal provided to Brunswick County
- September 23, 2021 – Contract submitted for October 4th Board of Commissioners Meeting.
- October 5th, 2021 – Issue Notice to Proceed
- Week of October 11th – Schedule kick-off meeting with County & full Design Team.
 - a. Release Geotechnical & Survey consultants. Anticipate four (4) weeks to perform work and receive information needed for final design coordination.
 - b. Review of preliminary concept design and prepare final schematic design package for Owner review. Anticipate approximately two (2) weeks.
- Week of November 1st – Submit Schematic Design package to Owner for review.
 - a. Note that proceeding into Design Development phase will be dependent upon receipt of survey and geotechnical report.
- Week of November 29th – Proceed with Design Development Phase. Anticipate four (4) weeks to prepare complete package.
 - a. If survey and geotechnical reports are received sooner, the start of this phase may be expedited.
 - b. Provide Design Development package for Owner review the end of December 2021.
- Week of January 3rd – Review Design Development package with Owner & finalize Construction Documents. Anticipate two (2) weeks for completion of construction document package.
- Week of January 17th – Submit final Construction Documents to Owner and local AHJ Agencies for plan review and permitting process.
 - a. Duration of plan review process will need to be reviewed and discussed with Owner as to when the project will be issued for bidding to General Contractors.
- Week of February 14th – Issue the plans for bidding to General Contractors. Minimum thirty (30)-day bid window, with recommendation to allow for five (5) weeks.

- Week of March 28th – Receive bids and negotiate construction contract with Owner and General Contractor. Anticipate 2 months for full execution of the construction contract.
- Week of May 30th – Schedule pre-construction conference with Owner and General Contractor and issue Notice to Proceed. Anticipate up to nine (9) months for total construction duration.
 - a. Based on current market conditions, procurement of materials, especially pre-engineered metal buildings, have been delayed. Current estimates are approximately twenty (20) weeks for procurement of PEMB, which results in building delivery in the middle of October.
 - b. We anticipate that work on-site will start approximately two (2) months prior to the receipt of the PEMB, in the middle of August.
 - c. The duration from May to August will be utilized to prepare and review submittals and for the Contractor to procure materials.
 - d. We expect that work on-site will be roughly four (4) to six (6) months depending on the final scope of construction, resulting in Project Completion from early December 2022 to early February 2023.
- Warranty Walk-Through at ten (10) months after project completion.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Professional Services Agreement between Owner and Architect** to which it is attached.

Payments to Architect 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 Architect for Basic Services as follows:

A Lump Sum amount based on the following estimated distribution of compensation:

	<u>Amount</u>	<u>Duration</u>
		Refer to Schedule in Exhibit A
PHASE A Study & Preliminary Design Phase	<u>\$ 9,760.00</u>	
Geotechnical Investigation	<u>\$ 4,000.00</u>	
Survey	<u>\$ 6,000.00</u>	
 PHASE B Design Development & Final Design	 <u>\$ 29,280.00</u>	
PHASE C Bidding and Negotiating Phase	<u>\$ 13,664.00</u>	
PHASE D Construction Phase	<u>\$ 37,088.00</u>	
PHASE E Post-Construction Phase	<u>\$ 7,808.00</u>	
 Basic Services Total	 <u>\$ 107,600.00</u>	

Architect 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.

The Lump Sum includes compensation for Architect's services and services of Architect's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

The portion of the Lump Sum amount billed for Architect's services will be based upon Architect's estimate of the percentage of the total services actually completed during the billing period.

The date for project completion shall be determined by adding the above noted Total Duration in Exhibit A, also known as the "Time for Completion" to the Effective Date of the Agreement.

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
Utilities Operation Center Expansion
(418294)

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

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

Water Capital Projects Fund:

Revenues:

Transfer from Water Fund		<u>110,000</u>
Total Water Capital Project Revenues	\$	110,000

Expenditures:

Arch/Eng/Legal		110,000
Construction		<u>0</u>
Total Water Capital Project Expenditures	\$	110,000

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

Current Funds Appropriated	\$	110,000
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Section 3. The following amounts are hereby appropriated in the Brunswick County Water Fund:

Contribution to Capital Project Fund	\$	110,000
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the October 4, 2021 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	Utility Operations Center Eng
Justification	Board Meeting 10/04/2021 - Transfer \$110,000 designated for the Utilities Operation Center Expansion in the water capital reserve to the Utilities Operation Center Expansion project for award of professional services agreement for design and construction administration with MHAworks, PA.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
419800	398661	Interfund Trans Water Cap Rsv	Trans Frm Water Fund	-110000	Decrease	Debit
419800	464239	Interfund Trans Water Cap Rsv	Utilities Ops Cntr Warehouse	-110000	Decrease	Credit
418294	398661	Utility Opertns Cntr Expansion	Trans Frm Water Fund	110000	Increase	Credit
418294	464001	Utility Opertns Cntr Expansion	Arch/Engnrg/Legal	110000	Increase	Debit

Total	
Grand Total:	0



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 4, 2021

Action Item # VI. - 1.

From:
Daralyn Spivey

Cooperative Extension - Proclamation 4H Week

Issue/Action Requested:

Request the Board of Commissioners adopt the National 4H Week Proclamation provided by NC State University.

Background/Purpose of Request:

Annually the month of October is designated as "National 4H Week" with this year October 3-9 specifically. This program is part of the NC Cooperative Extension System of NC State University and NCA&T State University where youth learn through opportunities that provide them hands on experiences in the fields of science, engineering, technology, healthy living and citizenship.

Fiscal Impact:

Not Applicable

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners adopt the National 4H Week Proclamation provided by NC State University.

ATTACHMENTS:

Description

- Proclamation National 4H Week

County of Brunswick
Office of the County Commissioners



NATIONAL 4-H WEEK PROCLAMATION

WHEREAS, 4-H youth across the nation are leading efforts to solve problems in their communities and make a difference for their futures; and

WHEREAS, 4-H is the largest youth development organization in North Carolina and the largest in the nation with over six million participants; and

WHEREAS, 4-H in North Carolina claims 260,000 youth members and 13,000 volunteers, while the Brunswick County 4-H program numbers more than **100** members, over 20 volunteers, and over 4,000 participants in 4-H enrichment programs; and

WHEREAS, 4-H as part of the NC Cooperative Extension System of NC State University and NCA&T State University is a program where youth learn through opportunities that provide them hands-on experiences in 4-H's mission mandates of science, engineering and technology; healthy living; and citizenship; and

WHEREAS, 4-H has connected youth and their communities with the innovative research and resources from our nation's 112 land-grant universities and colleges for more than 118 years.

NOW, THEREFORE, the Brunswick County Board of Commissioners, do hereby proclaim October 3-9, 2021, as National 4-H Week in Brunswick County. We urge the people of this County to take advantage of the opportunity to become more aware of this special program that enhances our young people's interests in their futures as part of Brunswick County 4-H Youth Development and to join us in recognizing the unique partnership between our County and our State University System.

Adopted this the 4th day of October 2021.

Randell Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:

Daralyn Spivey, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 4, 2021

Action Item # VI. - 2.

From: Engineering - Courthouse Exterior Sealing and Cleaning
Wm. L. Pinnix, P.E. - Engineering Director Presentation (Wm. L. Pinnix, P.E.)

Issue/Action Requested:

Request that the Board of Commissioners receive a presentation on the courthouse exterior construction and need for preventative maintenance and provide staff direction.

Background/Purpose of Request:

The courthouse addition and renovation project commenced on April 1, 2020 with a two year construction period. Phase 1 was the 15,000 SF addition and that was placed in service on April 9, 2021. Phase 2 renovations began on April 10th and are currently ongoing with Phase 3 renovations to follow. The project is scheduled for completion in early May of 2022.

The courthouse was completed in March of 2000 according to the asbuilt record drawings (dated 03/20/2000). The exterior walls are structural precast concrete panels with caulking applied to the joints between panels and around windows, doors, exhaust louvers, and other wall penetrations.

This type of construction requires periodic maintenance over time. The building is almost twenty-two years old and the exterior caulking is exhibiting degradation in many areas.

Staff recommends Board review of the attached presentation and provide direction to staff.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners receive a presentation on the courthouse exterior construction and need for preventative maintenance and provide staff direction.

ATTACHMENTS:

Description

- ❑ BC CH Add Renov _ Exterior Sealing Update _ Attach (1)
- ❑ Bruns Co Courthouse _ Record Dwg _ 03202000 _ Attach (2)
- ❑ Bruns Co Courthouse _ Precast Joint Detail _ 03202000 _ Attach (3)

Brunswick County Courthouse
Addition and Renovation Project
Exterior Sealing & Cleaning Update

William L. Pinnix, P.E.,
Director of Engineering
October 4, 2021



BRUNSWICK COUNTY COURTHOUSE ADDITION & RENOVATIONS



**SAWYER
SHERWOOD
& ASSOCIATE
ARCHITECTURE**



Cheatham & Associates, P.A.
Plumbing, Mechanical and Electrical Engineers

Criser Troutman Tanner Consulting Engineers
Civil & Structural Engineers

Sage Design
Landscape Architect

Mulford Cost Management
Cost Estimating

Courthouse Exterior Walls

- Exterior walls of the courthouse are precast concrete panels
- The concrete panels are also structural in nature that contribute to the building overall structural strength
- The panels have metal clips embedded in the backside concrete for adherence to the building
- Backside clips are welded to the structural steel framing of the building
- There are horizontal and vertical joints between panels that run all around the building and from ground level to the roof
- The joints between concrete panels and around windows and doors are sealed using backer rod and joint sealant
- The existing joint sealing has held up well [building is approximately (22) years old] but showing visible signs of deterioration
- The existing building could also use a good cleaning

Existing Joint Sealant



Existing Joint Sealant



Existing Building Needs Cleaning



Existing Building Needs Cleaning



Modern Day Masonry Joint Backer Rod and Joint Sealant



Technical Data Sheet

DOWSIL™ 790 Silicone Building Sealant

Ultra-low-modulus sealant for sensitive natural stone, porous stone, masonry and concrete façades

Features & Benefits

- Low-staining and plasticizer free, suitable for porous substrates
- Excellent performance even in building joints that experience extreme movement
- Extension/compression capability of +100/-50 percent
- Conforms to ISO 11600F-25LM
- Excellent weathering properties and resistance to sunlight, rain, snow, and temperature extremes
- Excellent unprimed adhesion to masonry, concrete and natural stone substrates
- Easy application over a wide temperature range

Composition

- One-part, neutral-cure silicone sealant

Applications

- Sealing of joints between natural stone
- Sealing of curtainwall joints and mullion joints
- Sealing of expansion and control joints
- Sealing of precast concrete panel joints and many other construction joints

Typical Properties

Specification Writers: These values are not intended for use in preparing specifications.

Test	Property	Unit	Result
As Supplied			
CTM ¹ 98	Skin-over Time (23°C, 50% R.H.)	min	9
CTM 95	Tack-Free Time (23°C, 50% R.H.)	min	31
CTM 663	Cure Rate (23°C, 50% R.H.)		
	1 Day	mm	2.8
	3 Days	mm	5.8
As Cured – After 28 Days at 23°C and 50% RH			
CTM 99	Durometer Hardness, Shore A		11
ISO ² 8339	Modulus 100%	MPa	0.08
ISO 8339	Elongation at Break	%	840

1. CTMs: Corporate Test Methods. Copies of CTMs are available upon request.
2. ISO: International Standardization Organization

Contractor Cost Estimates for Sealing Joints (anticipated start date = 2/1/2022 if approved)

Allowance Reduction Proposal



Wilmington
Raleigh
Charleston

208 Princess
Wilmington, NC 28401
P: 910-791-8101
monteithco.com

Bruns. Co. Eng. Dept.
08/04/2021 8:18:10 AM

Date: 8.03.21

Project: Brunswick County Courthouse Addition & Renovations

Owner Address: 310 Government Center Drive, NE
Bolivia, North Carolina 28422

ARP #: 107 R.1 - Exterior Caulking at Vertical & Horizontal Precast Joints

Proposal includes all labor, material, and equipment associated removing existing caulking at the vertical and horizontal precast joints on the existing courthouse building. Existing caulking will be removed, then closed cell backer rod, joints primed, and installation of Dow Corning 790. Price also includes ECS as a Third Party Inspection with scope outlined in their attached proposal. Installation warranty valid for 1 year.

<u>Subcontractor</u>	<u>Proposal Total</u>
Kool Green	\$38,000.00
MCC	\$896.00
ECS	\$3,500.00
Landscaping - Placeholder	\$1,000.00
TOTAL SUBCONTRACTS	\$43,396.00
5% GC FEE	\$2,169.80
TOTAL CHANGE AMOUNT	\$45,565.80

Sincerely,

Matt Brittan

Matt Brittan

Monteith Acceptance

Owner Acceptance

MONTEITH
CONSTRUCTION CORP.
RALEIGH | WILMINGTON

Allowance Reduction Proposal



Wilmington
Raleigh
Charleston

208 Princess
Wilmington, NC 28401
P: 910-791-8101
monteithco.com

Bruns. Co. Eng. Dept.
08/04/2021 8:18:48 AM

Date: 8.03.21

Project: Brunswick County Courthouse Addition & Renovations

Owner Address: 310 Government Center Drive, NE
Bolivia, North Carolina 28422

ARP #114 R.1 - Exterior Caulking at Windows, Doors & Louvers

Proposal includes all labor, material, and equipment associated removing existing caulking at the windows, doors & louvers on the existing courthouse building. Existing caulking will be removed, then closed cell backer rod, joints primed, and installation of Dow Corning 790. Price also includes ECS as a Third Party Inspection with scope outlined in their attached proposal. Installation warranty valid for 1 year.

<u>Subcontractor</u>	<u>Proposal Total</u>
Kool Green	\$16,800.00
MCC	\$896.00
ECS	\$2,200.00
Landscaping - Placeholder	\$1,000.00
TOTAL SUBCONTRACTS	\$20,896.00
5% GC FEE	\$1,044.80
TOTAL CHANGE AMOUNT	\$21,940.80

Sincerely,

Matt Brittan

Matt Brittan

Monteith Acceptance

Owner Acceptance

MONTEITH
CONSTRUCTION CORP.
RALEIGH | WILMINGTON

Contractor Cost Estimates for Pressure Washing

Allowance Reduction Proposal



Wilmington
Raleigh
Charleston

208 Princess
Wilmington, NC 28401
P: 910-791-8101
monteithco.com

Bruns. Co. Eng. Dept.
08/04/2021 8:19:15 AM

Date: 7.12.21

Project: Brunswick County Courthouse Addition & Renovations

Owner Address: 310 Government Center Drive, NE
Bolivia, North Carolina 28422

ARP #: 127 - Exterior Building Pressure Washing

Proposal includes all labor, material, and equipment cost associated with pressure washing the existing Courthouse. Proposal includes vertical walls only, no roofing or sidewalks included. MCC is not responsible for any water intrusion issues when pressurewashing.

<u>Subcontractor</u>	<u>Proposal Total</u>
<u>Kool Green</u>	<u>\$13,000.00</u>
<u>MCC</u>	<u>\$448.00</u>
<u>N/A</u>	<u>\$0.00</u>
<u>N/A</u>	<u>\$0.00</u>
TOTAL SUBCONTRACTS	<u>\$13,448.00</u>
5% GC FEE	<u>\$672.40</u>
TOTAL CHANGE AMOUNT	<u>\$14,120.40</u>

Sincerely,

Matt Brittan

Matt Brittan

Monteith Acceptance

Owner Acceptance

MONTEITH
CONSTRUCTION CORP.
RALEIGH | WILMINGTON

Building Wall Precast Panel Removal – Phase 1 - April 2020



Wall Sheathing Had to be Installed for the New 15,000 SF Addition – April 2020



Summary

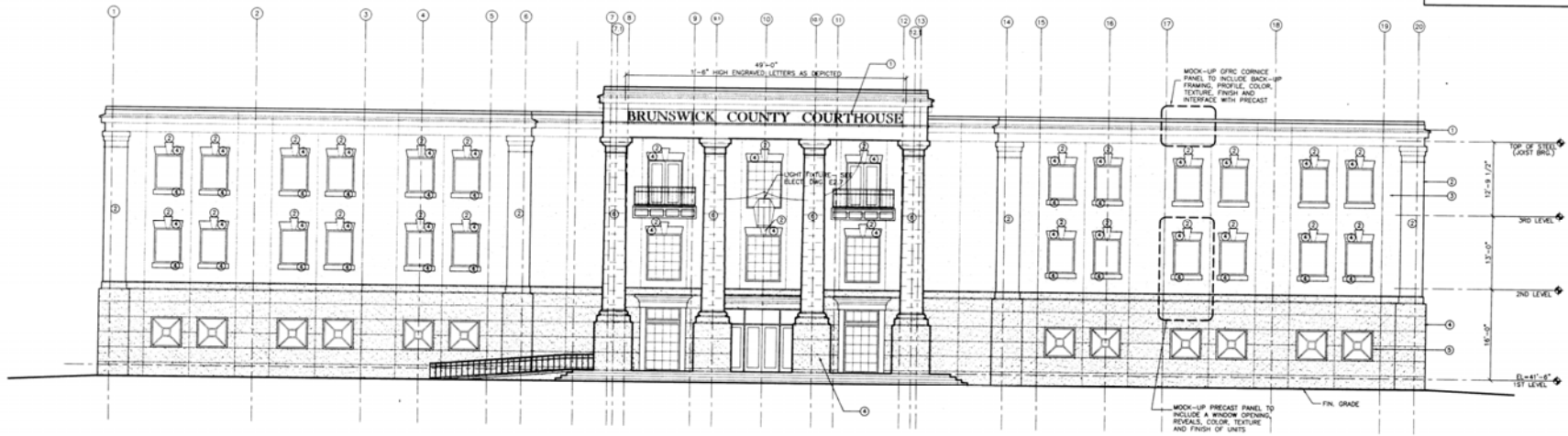
- The courthouse building is almost twenty-two years old now
- This is the only county building constructed with precast panels and this number of sealed joints
- The existing joint sealants have held up well but are deteriorating and will continue to degrade
- Lack of wall sheathing on the building makes it critical to keep all joints, windows, doors, etc., sealed against water intrusion behind the exterior panels
- The existing sealant should be removed, and new backer rod and silicone joint sealant installed in all exterior joints on the building to provide maximum protection and restore sealed joint longevity
- This work will be labor intensive and will require elevated lifts for a three-story building
- Most efficient course of action now is formal change order with current building contractor
- If not done as part of the building addition & renovation project, then must be budgeted for as a building deferred maintenance item in Operation Services budget as a future maintenance item

Questions??

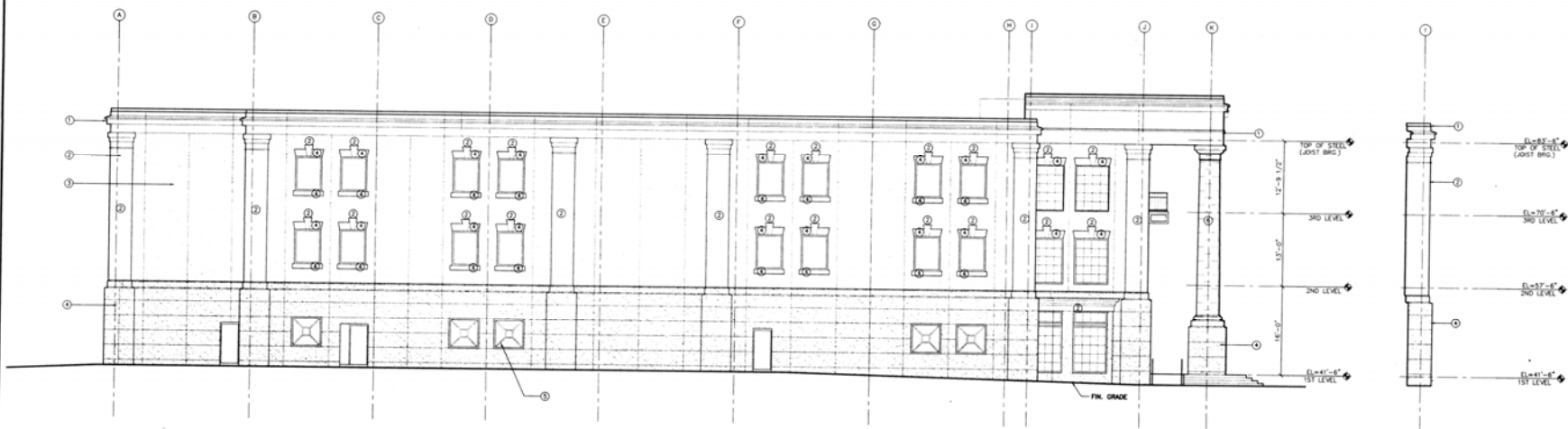


KEYED NOTES

- ① GLASS FIBER REINFORCED CONCRETE CORNICE - COLOR 1
- ② PRE-CAST CONCRETE PANELS
- ③ PRE-CAST CONCRETE PANELS
- ④ PRE-CAST CONCRETE PANELS
- ⑤ PRE-CAST CONCRETE PANELS
- ⑥ METAL GRILLE
- ⑦ GLASS FIBER REINFORCED CONCRETE COLUMN - COLOR 2



A NORTH ENTRANCE ELEVATION
SCALE: 1/8"=1'-0"



B EAST ELEVATION
SCALE: 1/8"=1'-0"

C CORNER ELEVATION
SCALE: 1/8"=1'-0"



FreemanWhite

BRUNSWICK COUNTY COURTHOUSE

BRUNSWICK COUNTY NORTH CAROLINA

BOLIVIA, NC

BUILDING ELEVATIONS

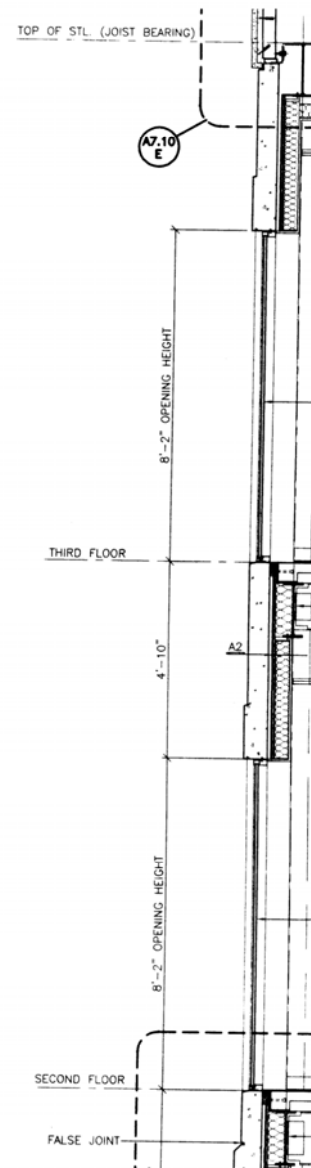
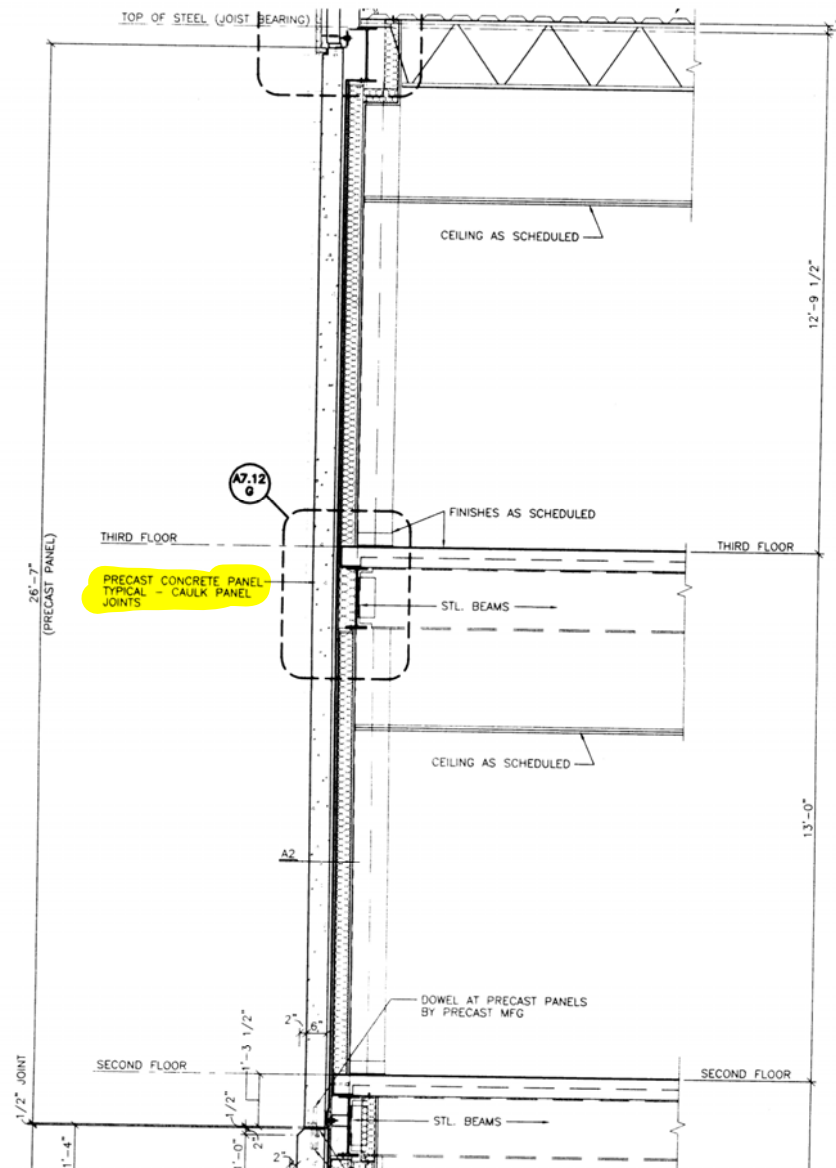
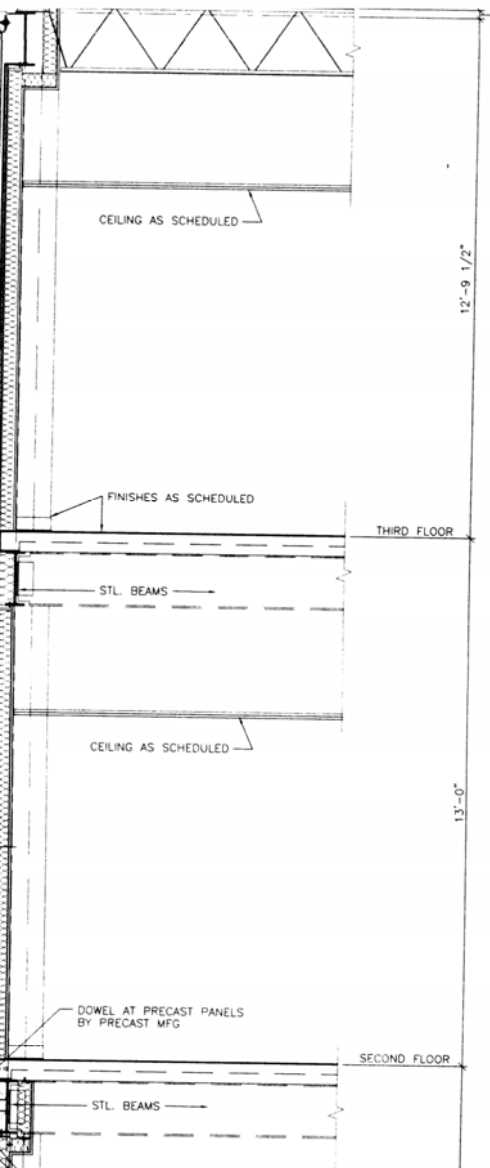
project number
3850220
date
DATE: 3/29/2000



drawn by
DT
checked by
SFS

revisions
cpr number
date
includes sheets

sheet number
A6.1





Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 4, 2021

Action Item # VII. - 1.

From:
Randell Woodruff

Administration - Fiscal Year-End June 30, 2021, County Manager's Report and Capital Project Funding (Randell Woodruff, County Manager)

Issue/Action Requested:

Request that the Board of Commissioners receive information for Fiscal Year End June 30, 2021, and considers an appropriation of fund balance to pay-go future projects planned in the Five Year Capital Improvement Plan.

Background/Purpose of Request:

There are several projects identified in the 5 Year Capital Improvement Plan. As in past years, the county strives to maximize the use of pay-as-you-go financing for capital projects to minimize debt levels and is contingent on the fiscal year-end results. The unassigned fund balance as a percent of expenditures plus transfers as of June 30, 2021, is 43%.

To continue pay-go funding for the County Capital Improvement Plan Projects and to implement the recommendations identified in the space and facility needs study that is underway, an additional \$20 million transfer to the County Capital Reserves will reduce the unassigned fund balance to 34% based on FY 2021 expenditures which is within policy goal of maintaining 27% - 35%.

Fiscal Impact:

Budget Amendment Required, Reviewed By Director of Fiscal Operations

Budget amendments are to appropriate fund balance of \$20,000,000 for transfer to the County Capital Reserves

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners receive information for Fiscal Year End June 30, 2021, and considers an appropriation of fund balance to pay-go future projects planned in the Five Year Capital Improvement Plan.

ATTACHMENTS:

Description

- Annual Report 2021 - County Manager Presentation.pdf

County Manager's Report

Fiscal Year End June 30, 2021

Randell Woodruff

County Manager

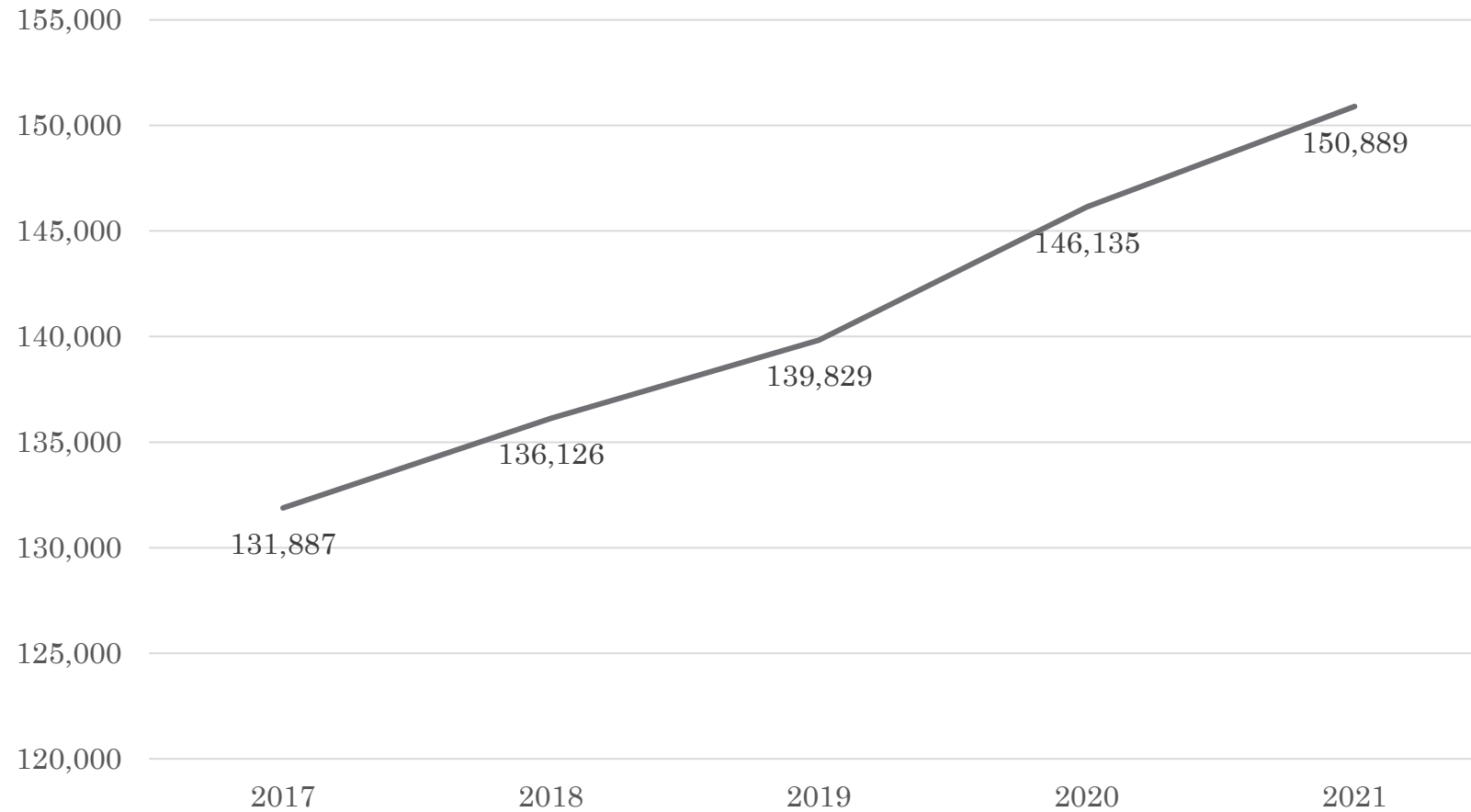
October 4, 2021



Brunswick County

County Population

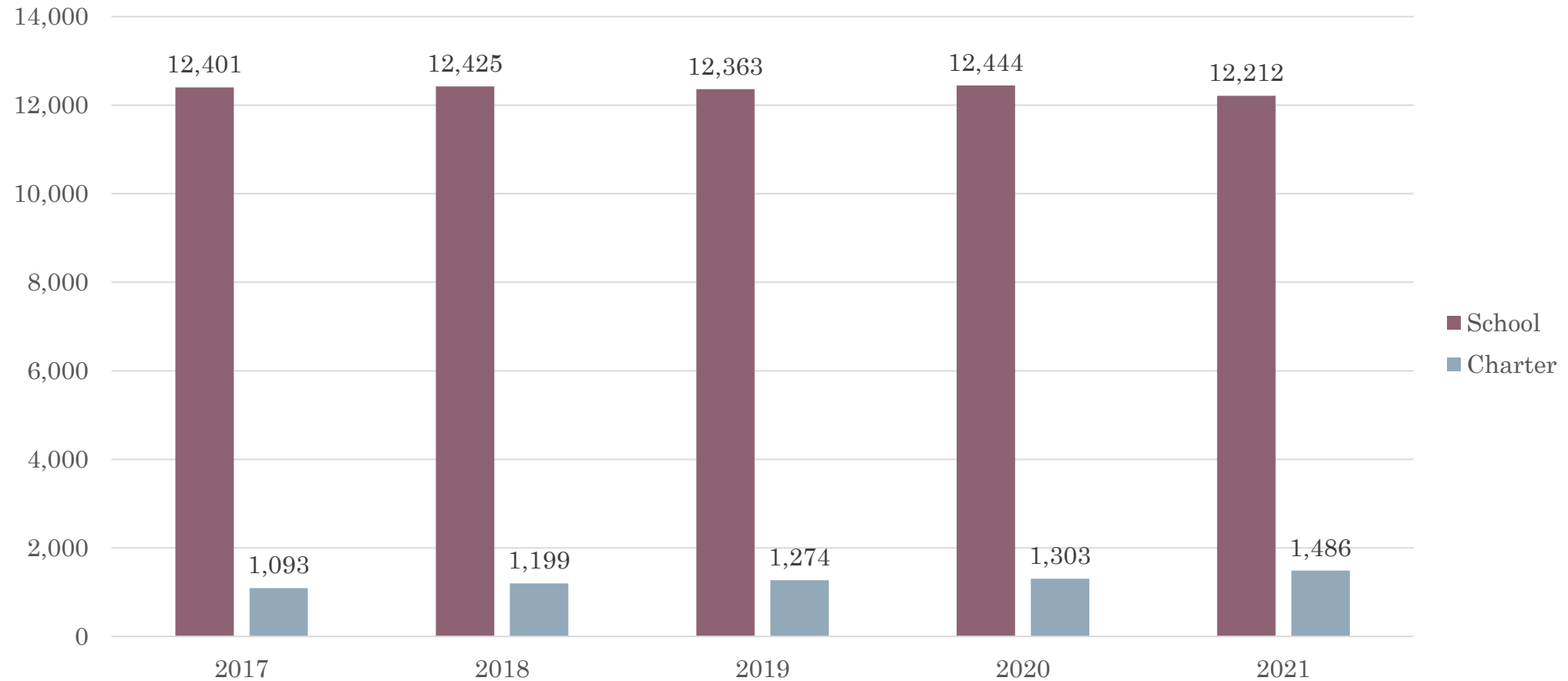
Source: State Data Center



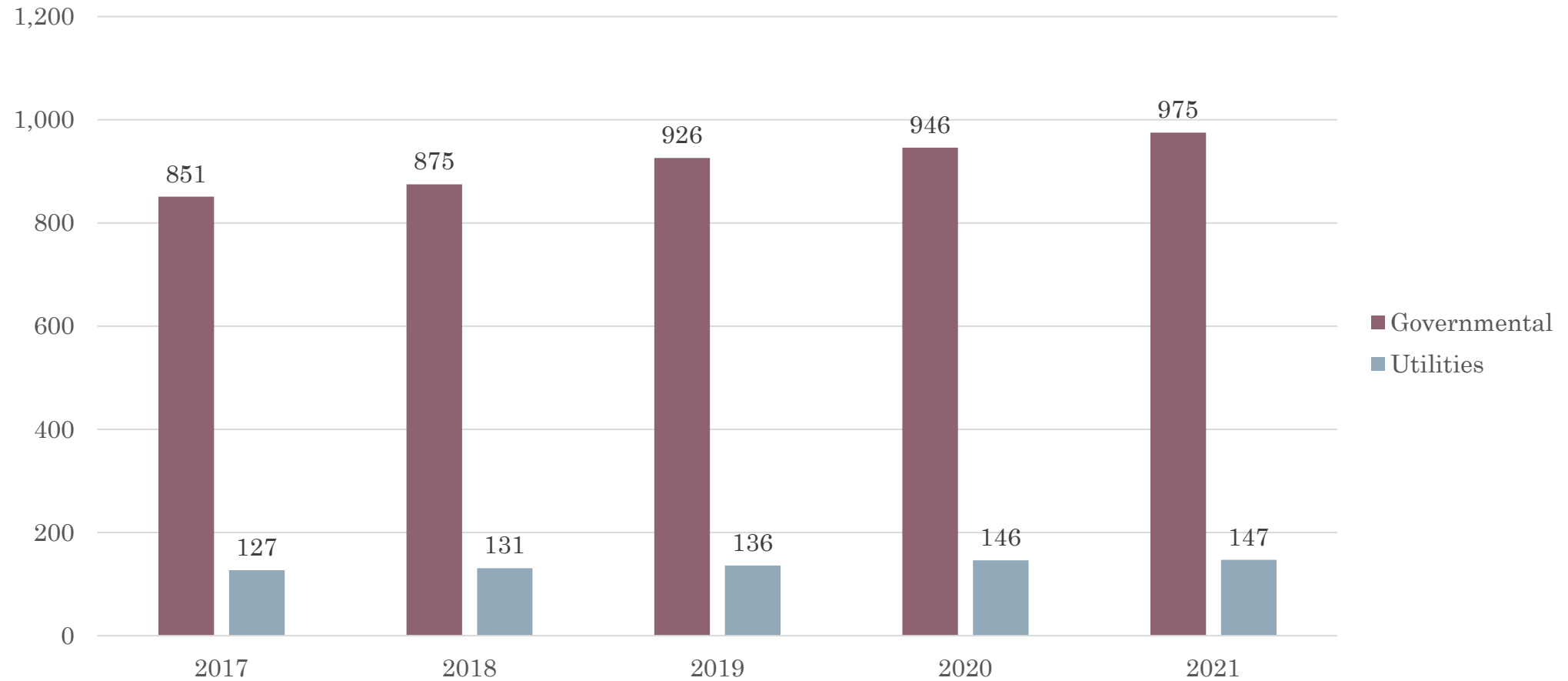
- Growth:
 - 3.3% from 2020
 - 14.4% since 2017

Average Daily Membership

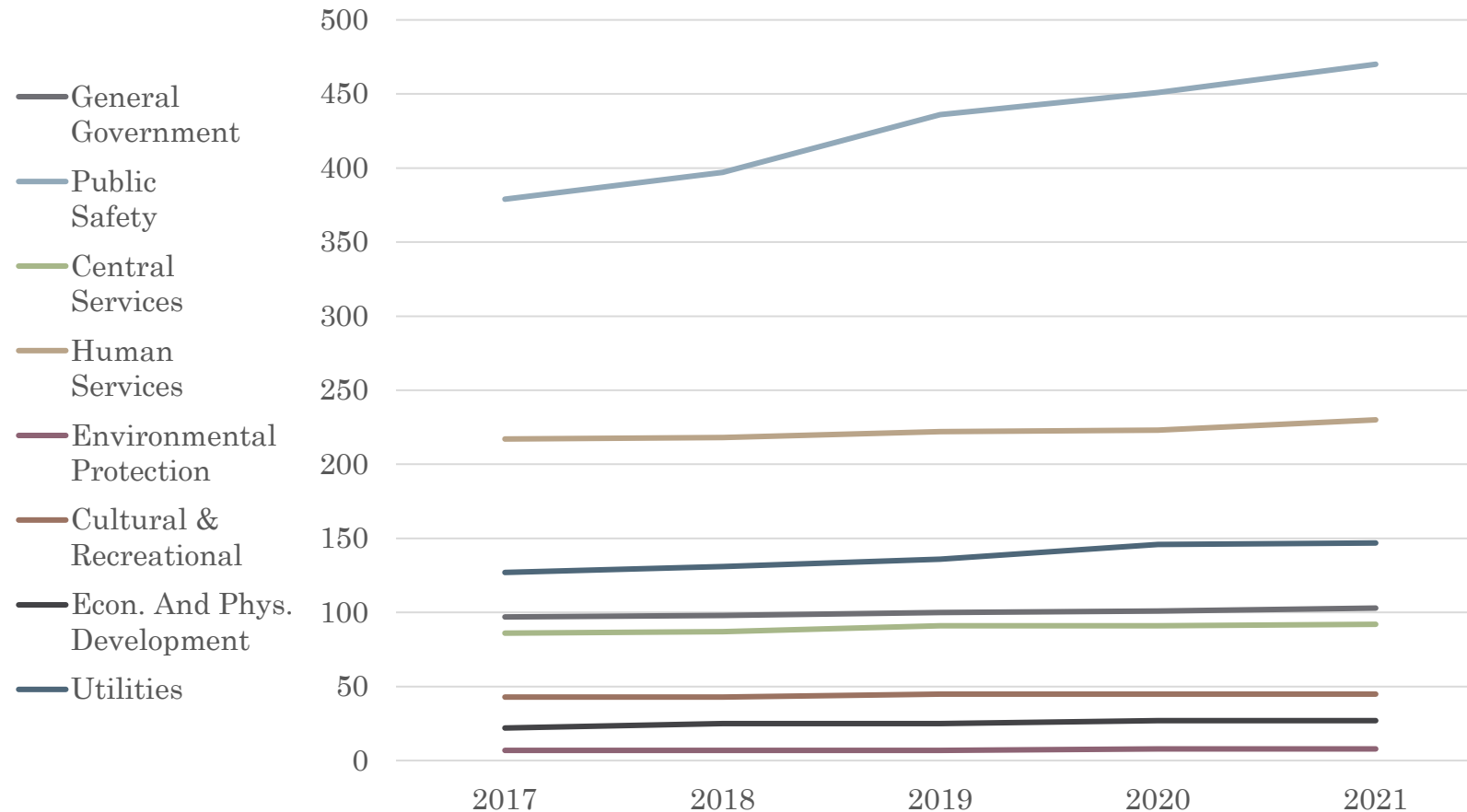
Source: Brunswick County Schools



County Fulltime Equivalents



County Fulltime Equivalents by Function

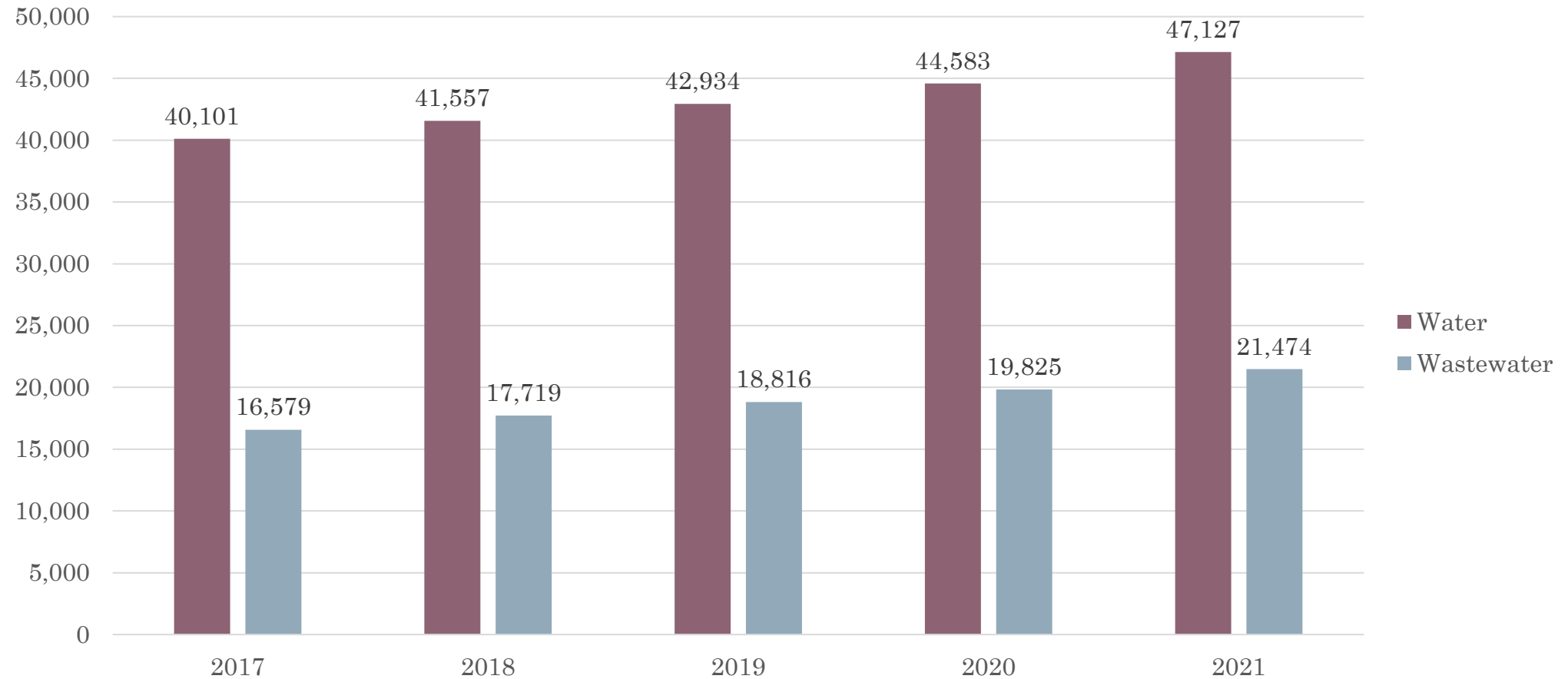


Change in FTE's 2017-2021

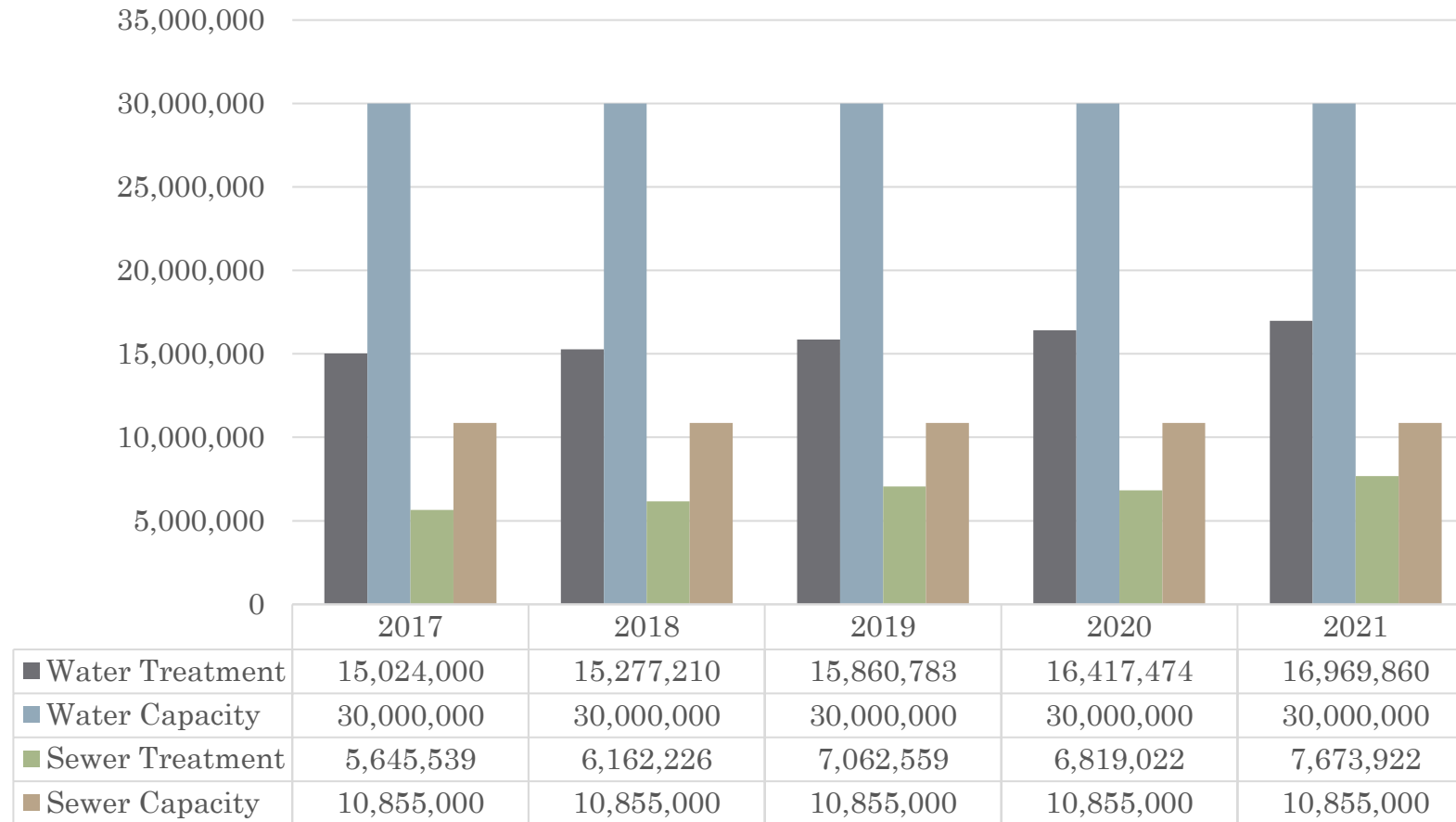
- General Government
6 FTE's, 6%
- Public Safety
91 FTE's, 24%
- Central Services
6 FTE's, 7%
- Human Services
13 FTE's, 6%
- Environmental Protection
1 FTE, 14%
- Cultural & Recreational
2 FTE's, 4%
- Economic & Physical Development
5 FTE's, 23%
- Utilities
20 FTE's, 16%

One year increase in FTE's is 30 (3%) and from 2017, the increase is 144 (15%) to 1,122 in 2021

Water and Wastewater Customers



Water and Sewer Average Daily Treatment/Capacity Gallons

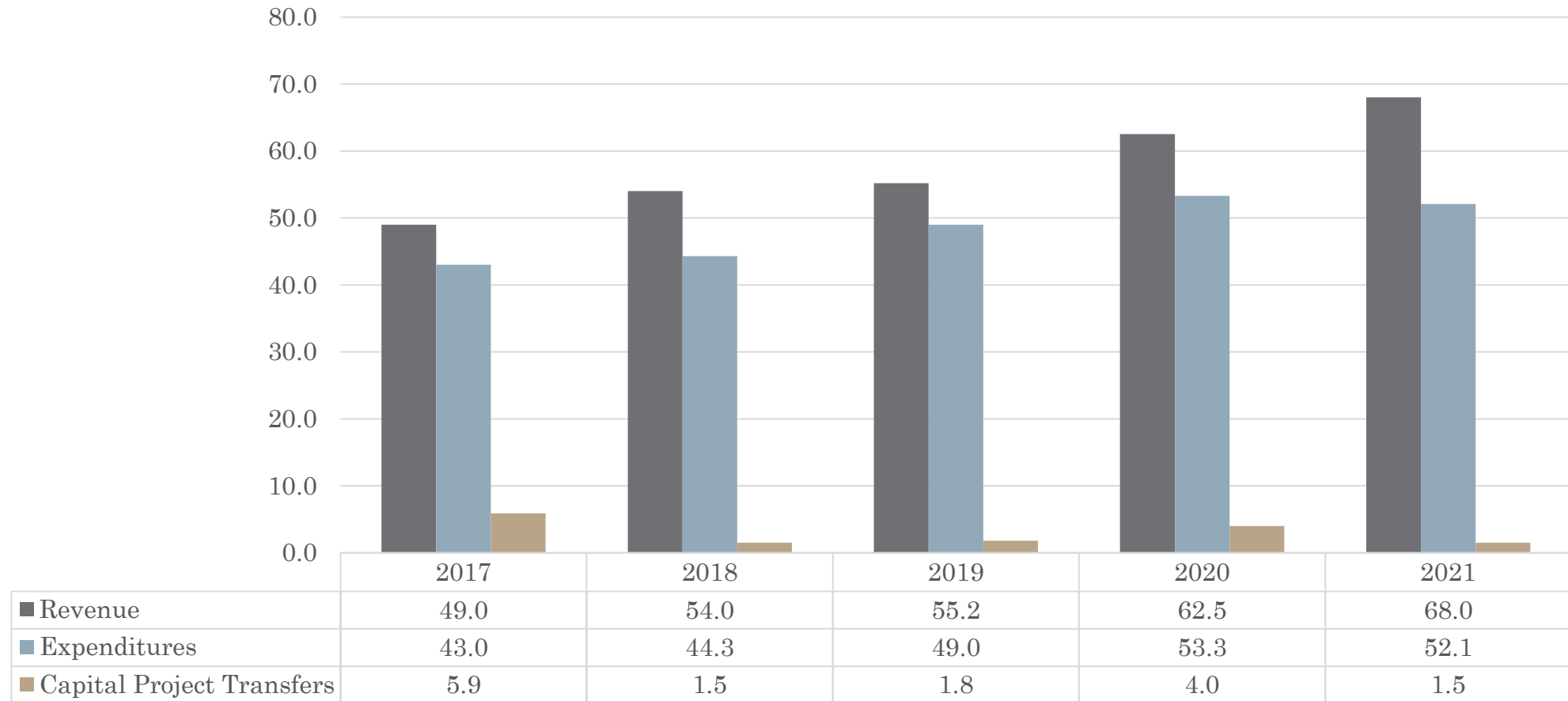


Additional capacity under construction:

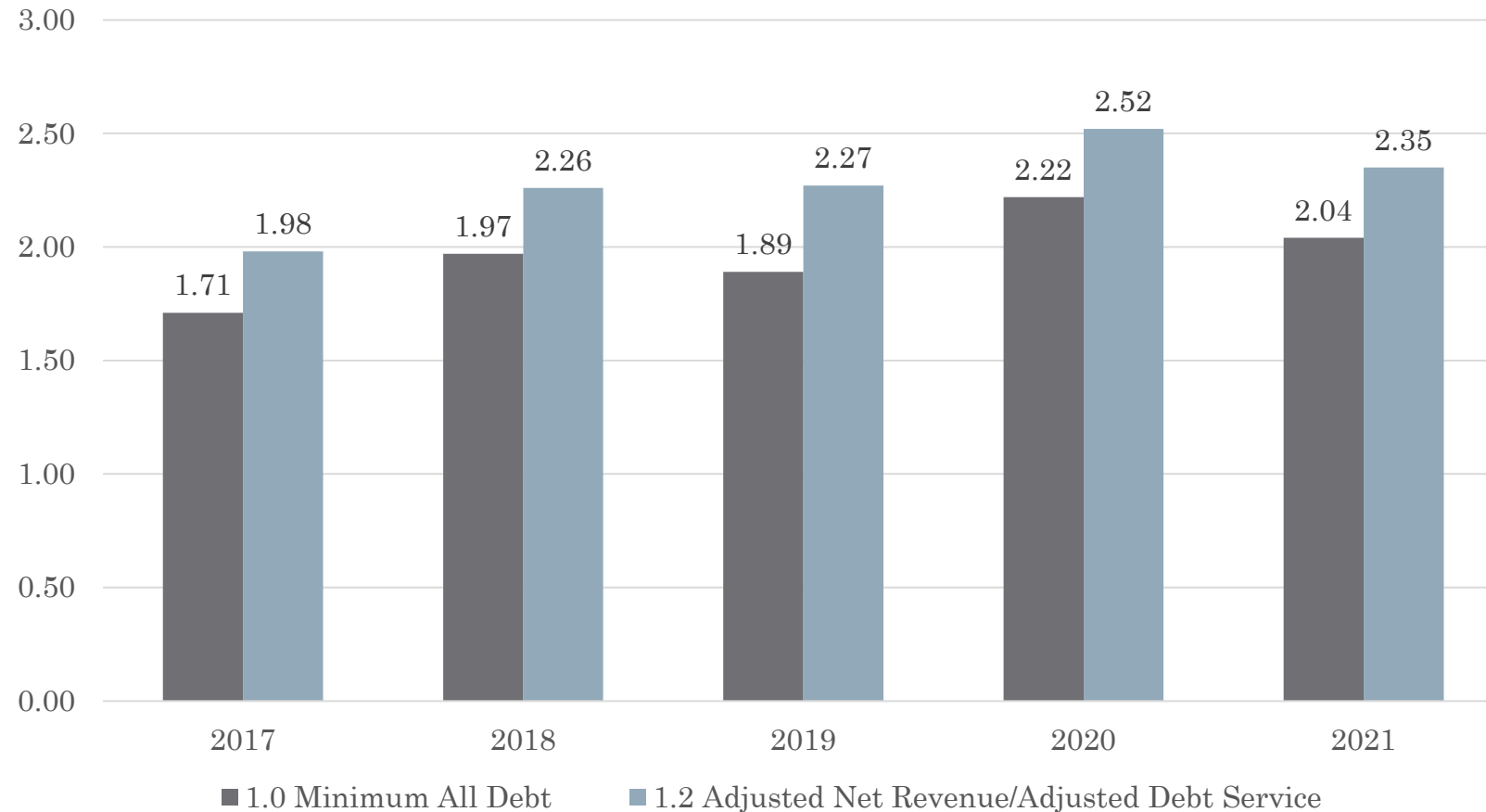
- 2.5 MGD at the Northeast sewer facility
- 24 MGD in conventional treatment at the Northwest water Facility

Enterprise Operating Fund Summary

In Millions



Enterprise Fund Pledged Revenue Debt Coverage Ratios

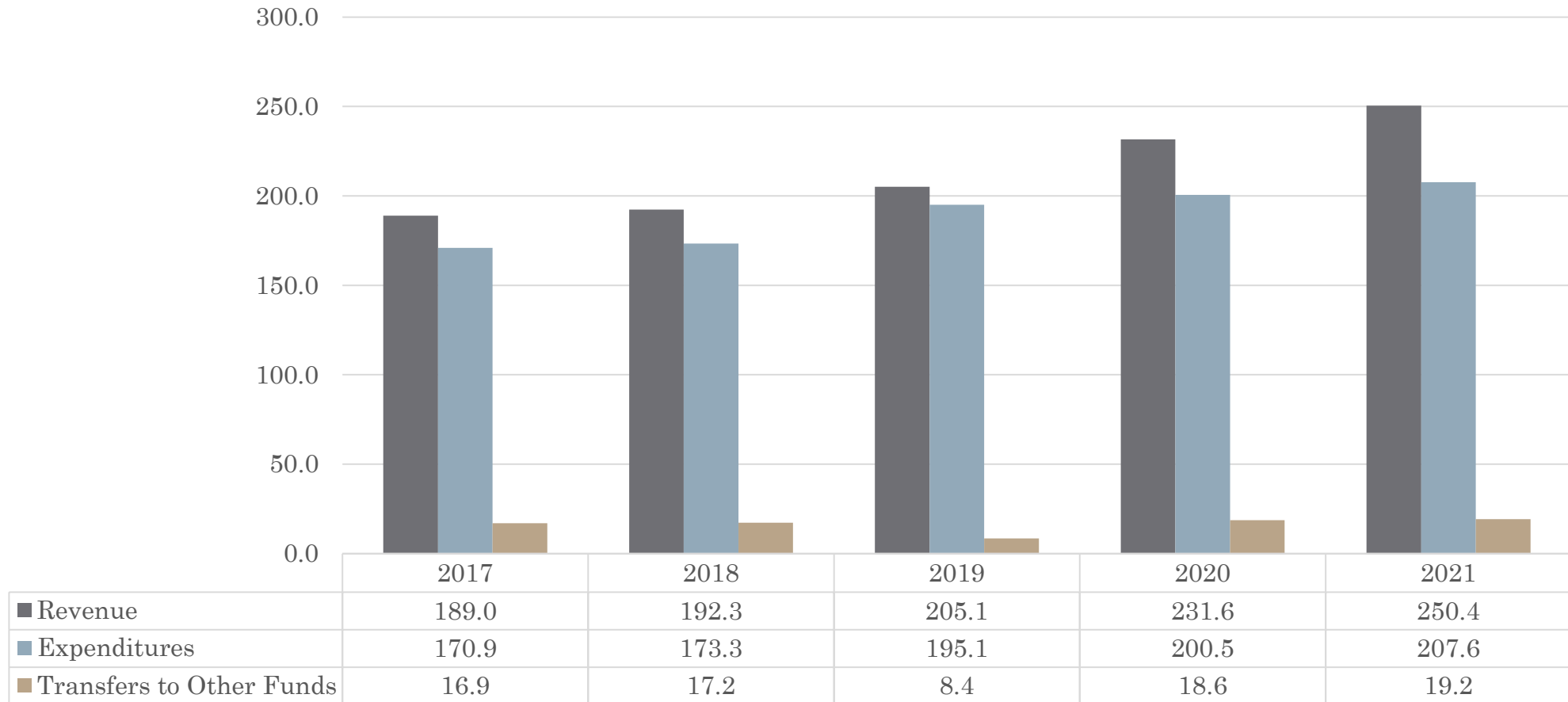


Coverage Impacts:

- 2021 – reduction in coverage for the 2019 issued debt for the Northeast Sewer Plant Expansion costing \$51.9M
- 2022 - Additional Coverage impacts will begin for the debt service issued for the Raw Water Main costing \$26.6M and Northwest Water Transmission & Treatment Plant Expansion with RO costing \$156.8M

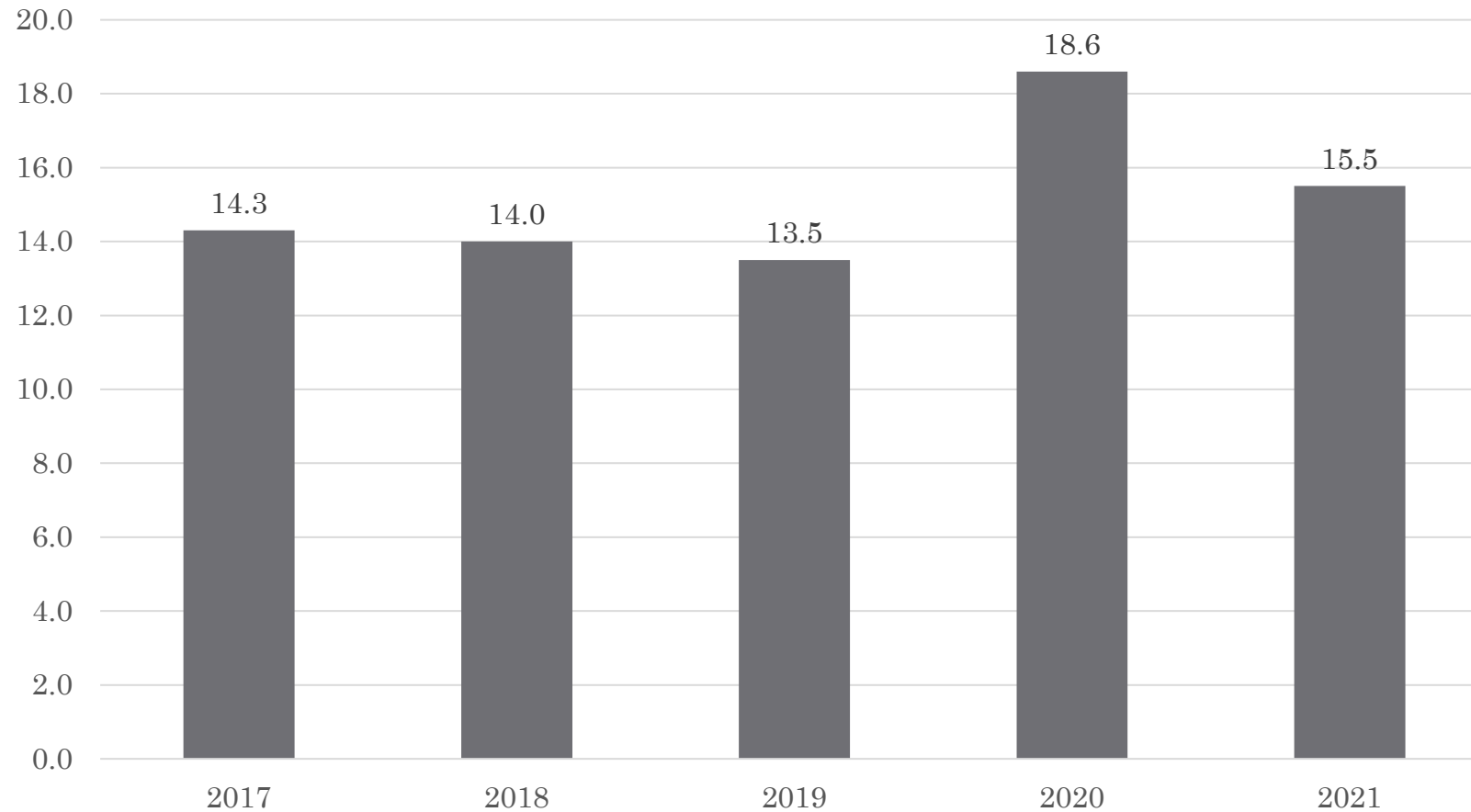
General Fund Summary

In Millions



General Fund Debt Service

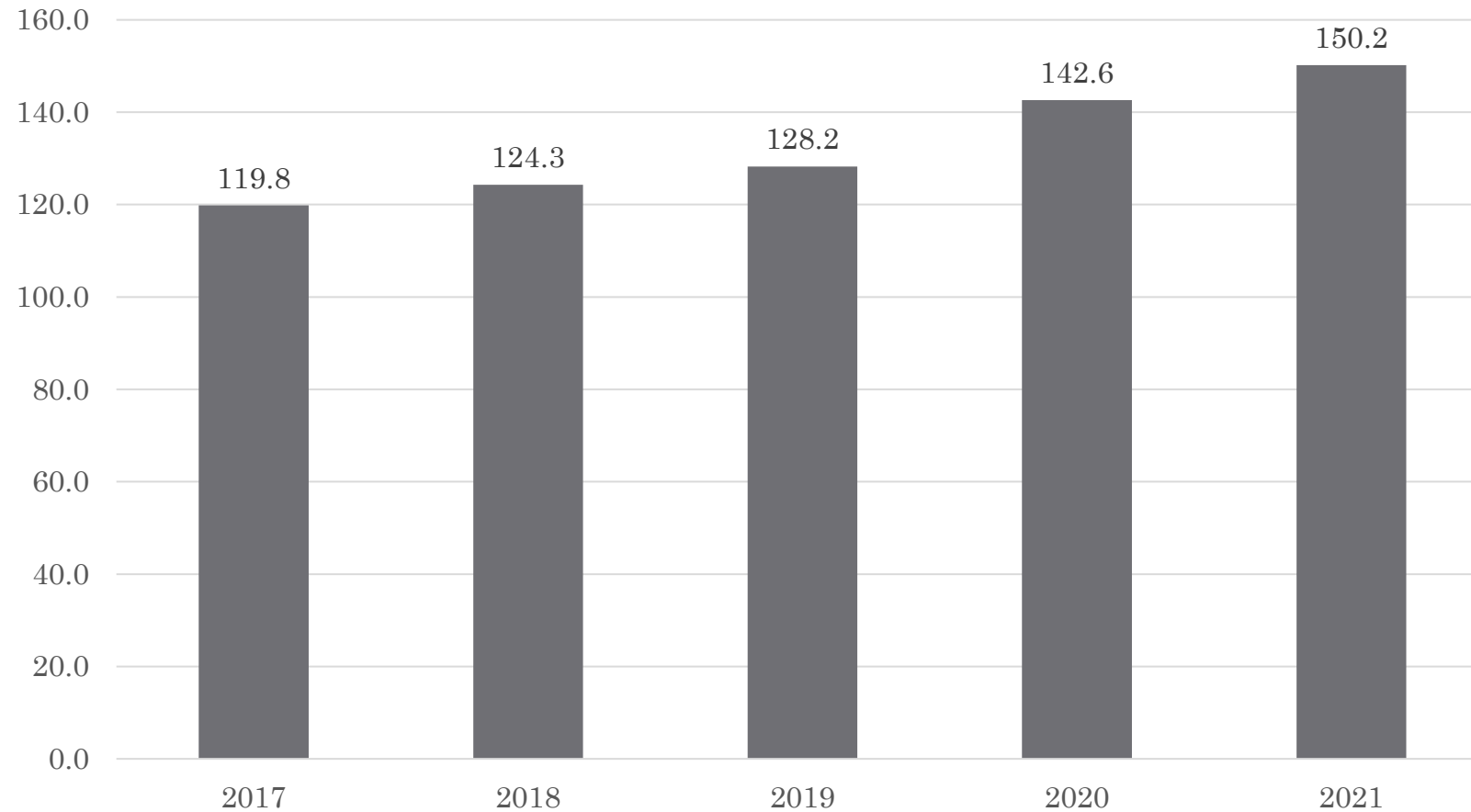
In Millions



- Planned in July 2022 is the final \$51.5M in GO Bonds issued for the schools 2016 bond referendum

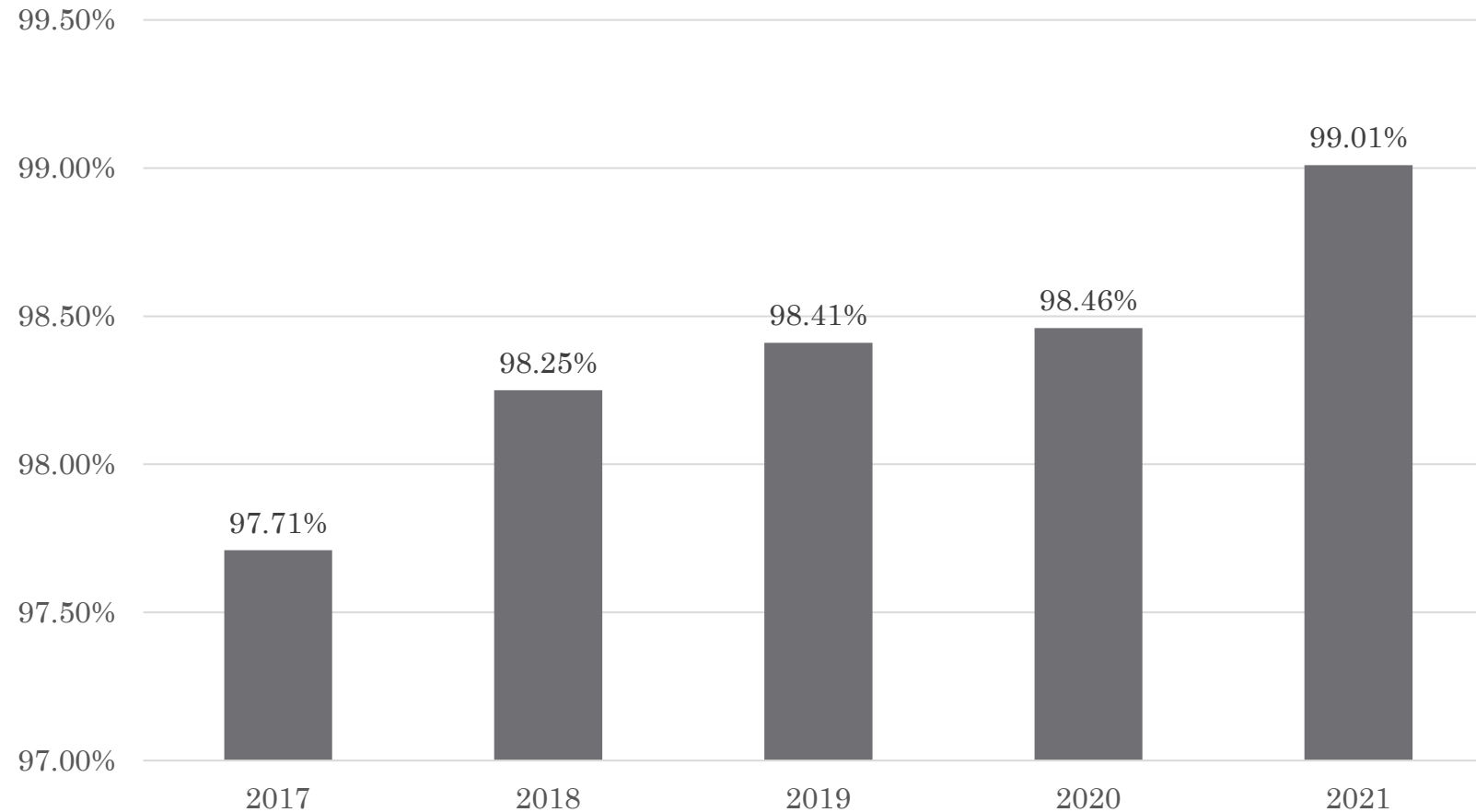
General Fund Ad Valorem Tax Revenues

(Current and Prior Years, Interest) In Millions



- January 2019 Revaluation became effective for FY 2020 Ad Valorem collections.
- Next revaluation is January 2023 effective for FY 2024 Ad Valorem collections

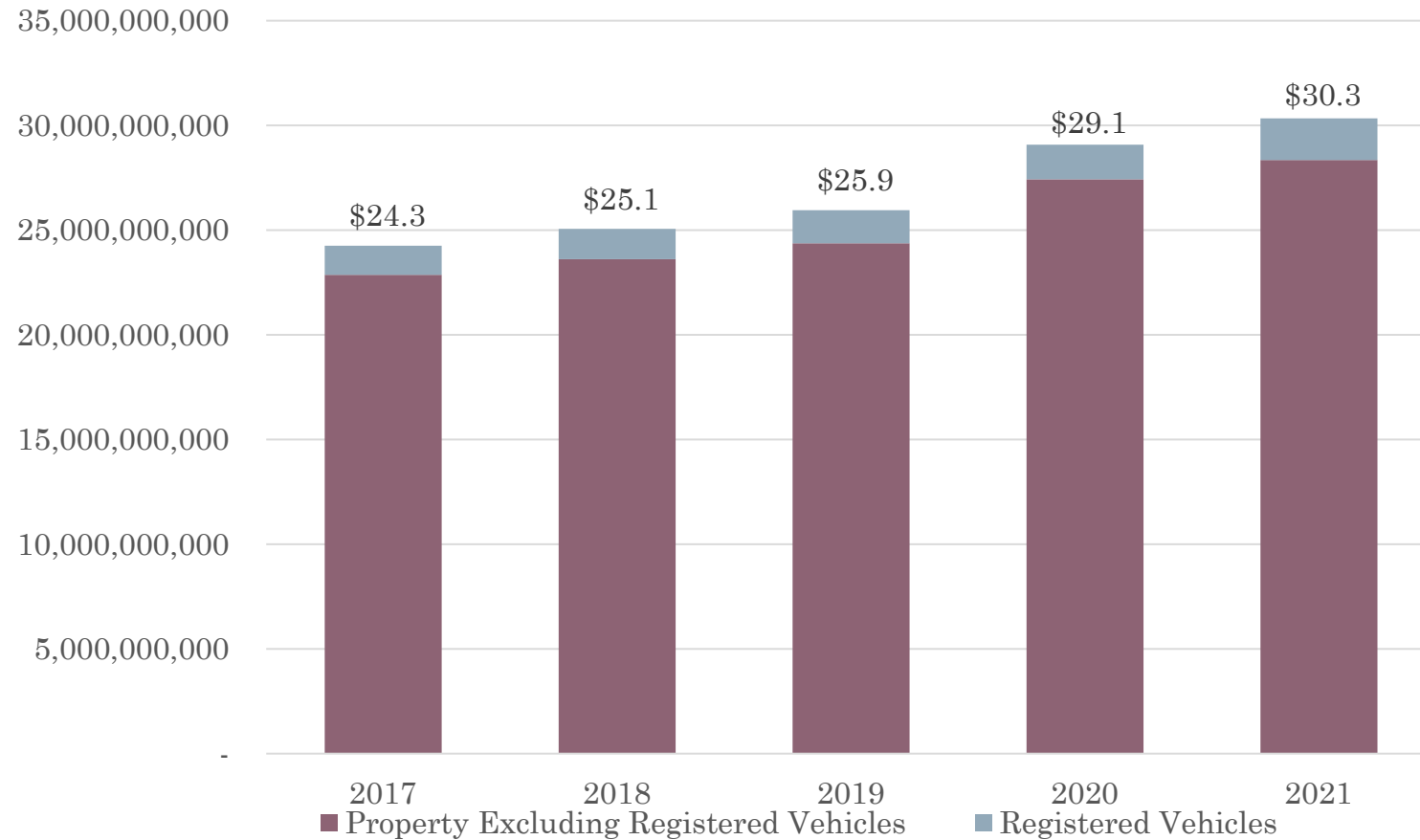
Real & Motor Vehicle Property Tax Collections Rates



2021 Collection rate for property excluding motor vehicle increase to 98.94% from 98.36%. With the Tax and Tag together program registered motor vehicles is 100%.

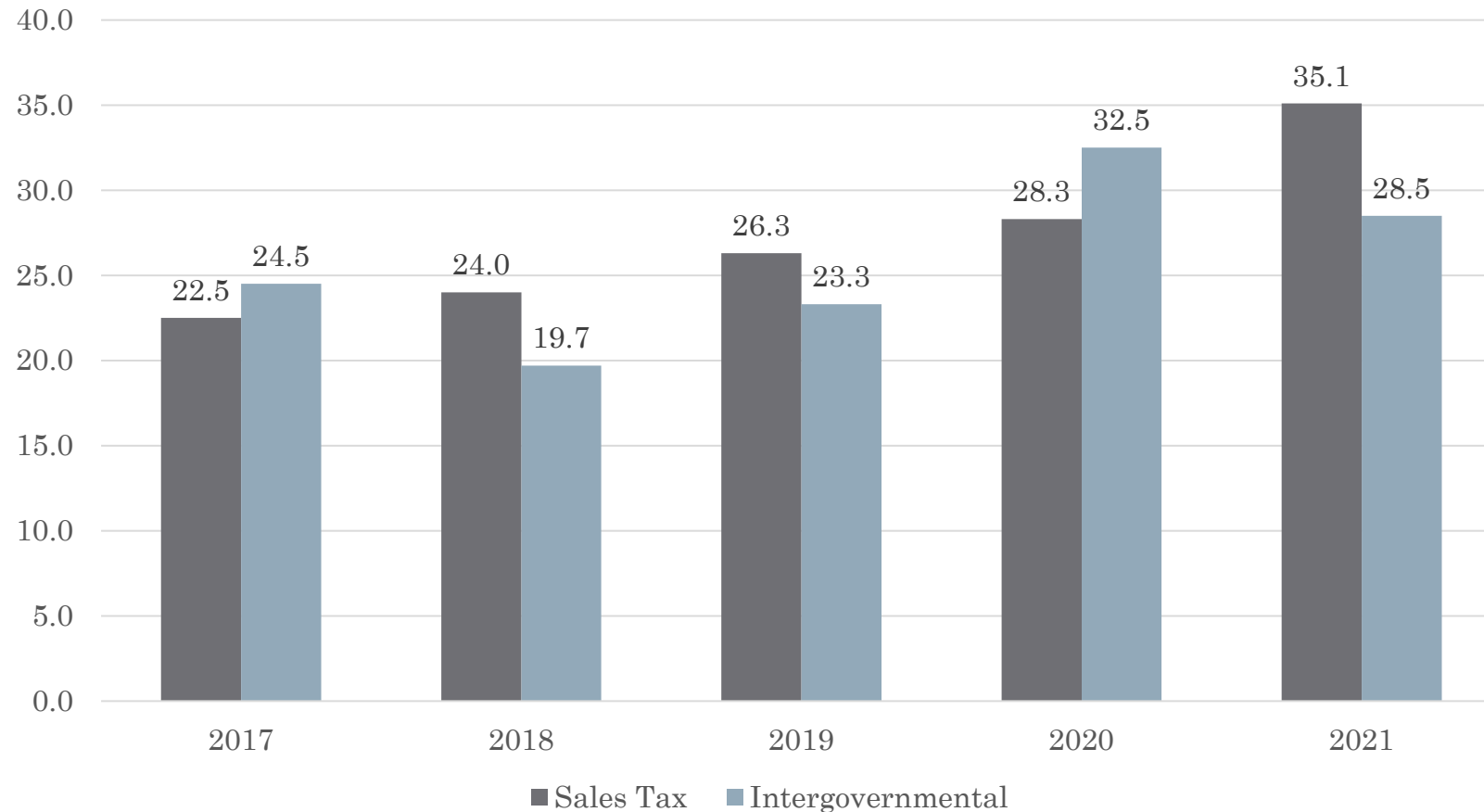
Property Tax Assessed Value History

In Billions



Revaluation in January
2019 effective for FY
2020 increased 8.9%

General Fund Local Option Sales Tax & Intergovernmental Revenue In Millions



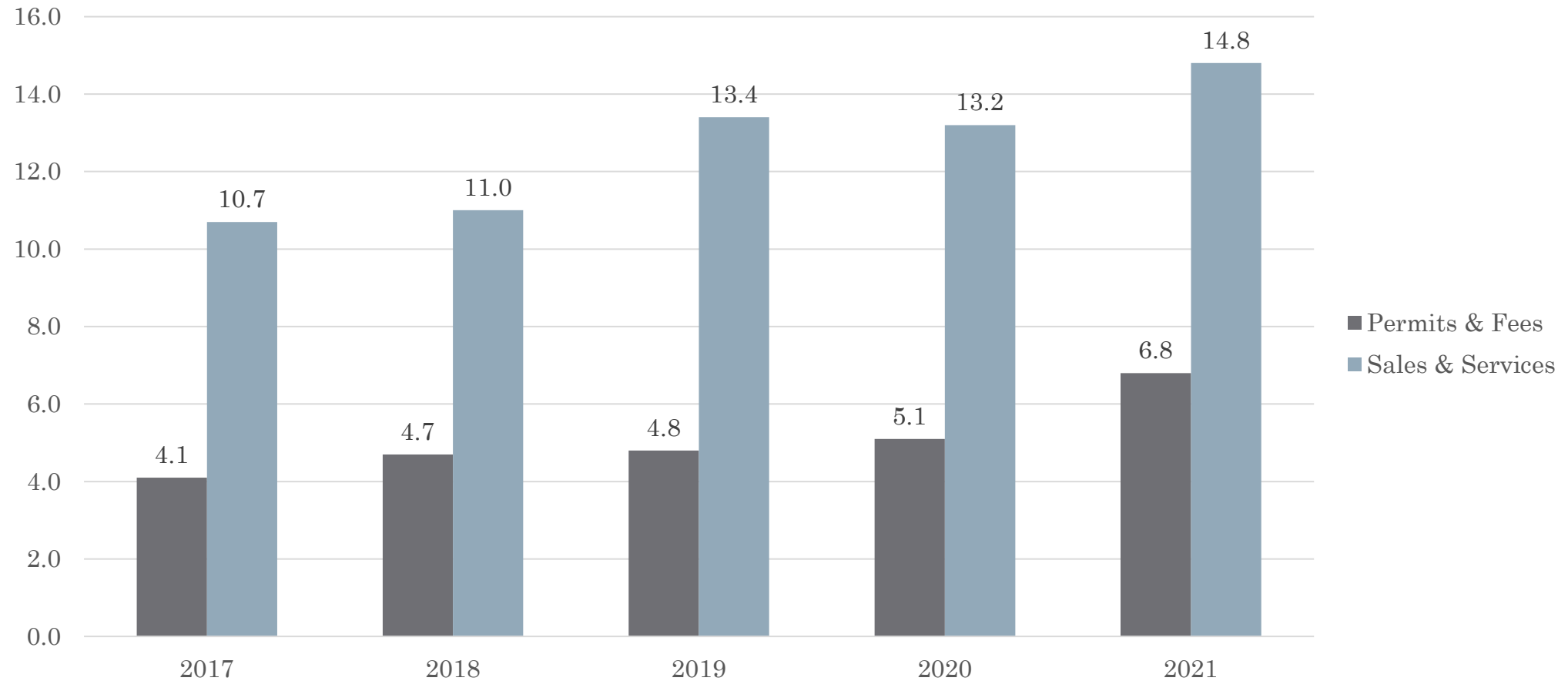
Sales Tax:

- Increased \$6.8 million or 24% from 2020 to 2021

Intergovernmental Revenue:

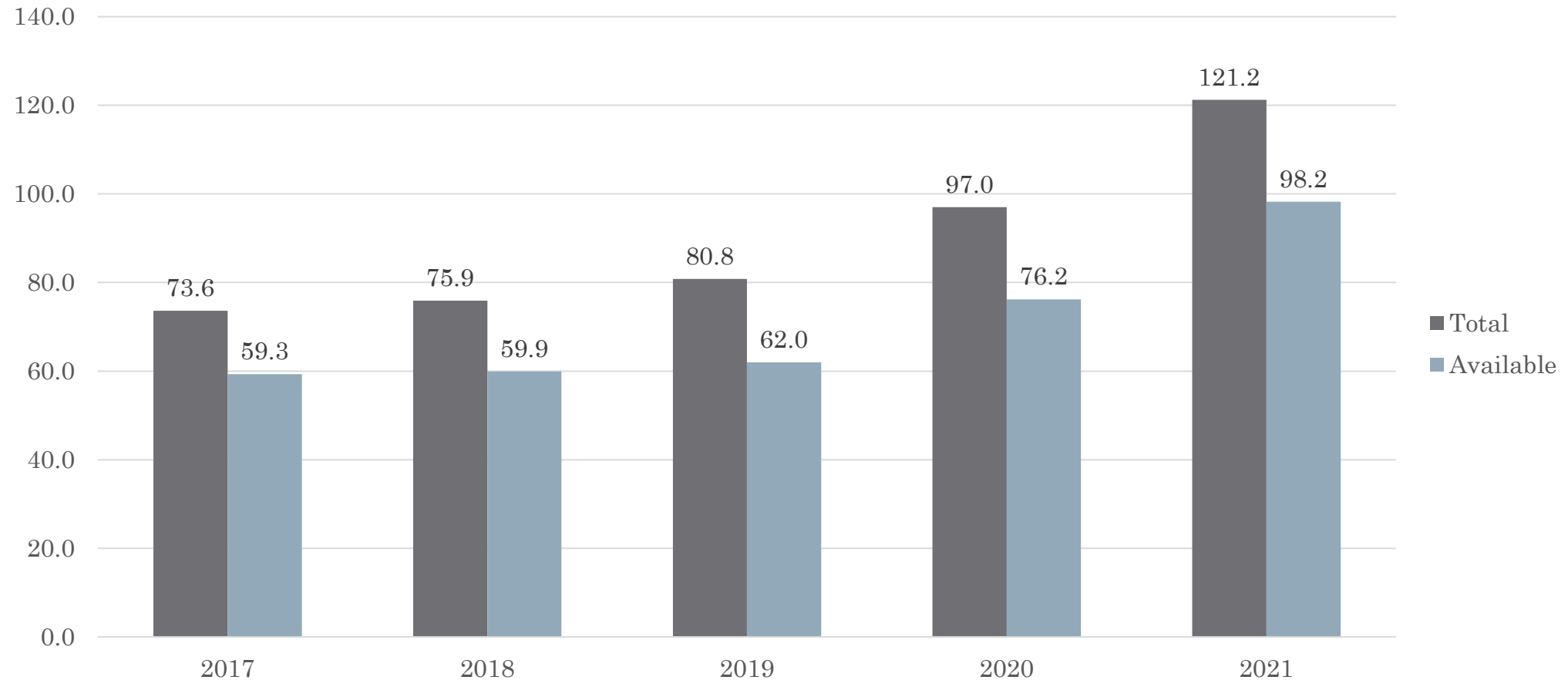
- 2018 decreased for the state direct payments to the daycare providers rather than pass through dollars to the county
- 2020 increased \$5.7 million for CARES Act funds received

General Fund Permits & Fees/ Sales & Services *In Millions*

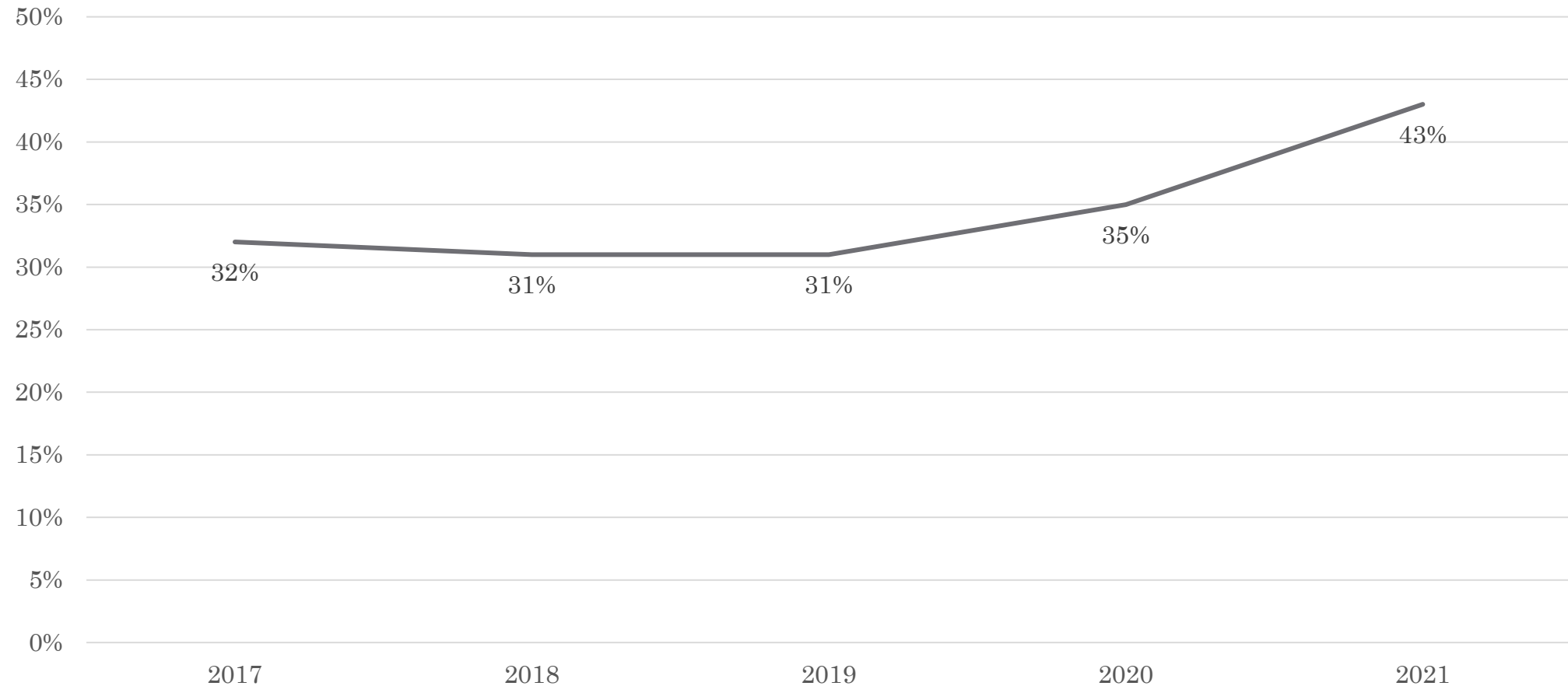


Total General Fund Balance & Fund Balance Remaining for Appropriation

In Millions



% of Available General Fund Balance to Total General Fund Expenditures Plus net Transfers to Other Funds



Current and Upcoming Concerns

- ✓ **Current and Future Impacts of the COVID-19 Pandemic**
- ✓ **American Rescue Plan (ARP) Funding Priorities that meets the criteria for compliance reporting**
- ✓ **Continued Pay-Go Funding for County Capital Improvement Plan Projects and implement the recommendations identified in the space and facility needs study**
- ✓ **Funding for VIPER radio overhaul project estimated to cost up to \$5 Million**
- ✓ **Continued growth and its effect on county services and infrastructure needs for county government, water and Sewer, and schools.**
- ✓ **Employee Retention - Provisions for employee merit and benefits**
- ✓ **Upcoming Unknown Legislative Changes**



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 4, 2021

Action Item # VII. - 2.

From: Administration - Additional Funding Request for BID Marketing
Bill Early, Brunswick Business & Industry Program (Bill Early, Brunswick Business & Industry Development)

Issue/Action Requested:

Request that the Board of Commissioners appropriate additional funding in the amount of \$100,000 to support the expansion of the Brunswick BID marketing program.

Background/Purpose of Request:

Brunswick BID has been engaging the services of Mythic for marketing services for some time. In an effort to expand the marketing program as the economy comes out of the Pandemic, the BID Board of Directors seeks to add the additional metropolitan areas of Cleveland, Cincinnati, & Akron, Ohio to those already targeted by BID. Also included in the expansion plans will be funds to participate in and/or attend various trade shows, events in these and other areas to promote Brunswick County as an economic development opportunity.

The funds will be used for marketing and will allow us to restore funding for travel and recruiting efforts that have been limited by placing more emphasis on the digital advertising. The additional funds will be used in reinstate search marketing, placing ads in social publishers' network, production of mega site videos, linkedIn marketing, and potentially co-op advertising as a partner with EDPNC. The additional funds will also be used for website improvements, development of additional marketing collateral, potential development of box mailers and media management.

All funds will be paid from BBID to Mythic located at 200 South Tryon, 9th Floor, Charlotte, NC 28202.

Fiscal Impact:

Budget Amendment Required, Reviewed By Director of Fiscal Operations

Budget amendment appropriates \$100,000 of commissioner's contingency for the additional funding.

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners appropriate additional funding in the amount of \$100,000 to support the expansion of the Brunswick BID marketing program.

ATTACHMENTS:

Description

- 20211004 Budget Amendment Additional BID Marketing Program.pdf

Request Info	
Type	Budget Amendment
Description	Additional BID Marketing Program
Justification	Board Meeting 10/4/2021-Transfer \$100,000 of commissioner's contingency for additional funding in the amount of \$100,000 to support the expansion of the Brunswick BID marketing program.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
109910	499100	Contingency	Contingency	-100000	Decrease	Credit
104999	465146	Economic Development Agencies	Bruns Business	100000	Increase	Debit

Total	
Grand Total:	0



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 4, 2021

Action Item # VII. - 3.

From:
Melanie Turrise, Human Resources
Director

Human Resources - Classification and Total Compensation Study
Consultant Recommendation (Melanie Turrise, Human Resources
Director)

Issue/Action Requested:

Request that the Board approve for the Classification and Total Compensation Study to be conducted by Cape Fear Council of Government (CFCOG) in partnership with the Piedmont Triad Regional Council (PTRC) and authorize the County Manager to execute applicable documents subject to County Attorney's review.

Background/Purpose of Request:

Brunswick County received RFP bids from six consultants and interviewed the top four consultants. After careful consideration, our recommendation is based on several factors, to include:

- The consultant's responses contained in their proposal.
- The favorable feedback provided by references and/or other agencies that have had experience with the consultant.
- The overall cost of the project.
- The consultant's extensive experience providing HR consulting services, to include Pay and Classification Studies, to counties within North Carolina.

On this project, the CFCOG will serve in an advisory role. The PTRC will manage and produce the Classification and Total Compensation Study as a subcontractor. The Project Manager for this project is Mr. David Hill. Mr. Hill will be accompanied and working closely with Mr. Bob Carter and Mr. Kim Newsom, as well as other CFCOG and PTRC staff as necessary. The proposed quote for CFCOG to conduct the Classification and Total Compensation Study is \$85,000. PTRC will meet with department heads and employees, collect data for market comparisons which will include benefits, review current job descriptions and internal equity, present recommendations about any changes to the pay plan, strategies, policies, best practices and other compensation related items in order to maintain a competitive place in the labor market. Based on the project timeline in the proposal, it would likely be complete by mid-March of 2022, depending on when the project gets started.

Fiscal Impact:

Reviewed By Director of Fiscal Operations
Funds available in the current budget.

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board approve for the Classification and Total Compensation Study to be conducted by Cape Fear Council of Government (CFCOG) in partnership with the Piedmont Triad Regional Council (PTRC) and authorize the County Manager to execute applicable documents subject to County Attorney's review.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
October 4, 2021

Action Item # VII. - 4.

From:
John Nichols, P.E.

Utilities - Oak Island Wholesale Bulk Water Service Agreement
(John Nichols, PE, Director of Public Utilities)

Issue/Action Requested:

Request that the Board of Commissioners approve the renewed Wholesale Bulk Water Service Agreement between Brunswick County and the Town of Oak Island and authorize the Chairman to execute the agreement upon review by the County Attorney.

Background/Purpose of Request:

On April 20, 1976, the Town of Long Beach (now Oak Island) and Brunswick County entered into a Water Service Contract which was later amended in 1980 and again in 1989. The original 40-year term of the wholesale water service agreement has expired, and the Town and County have been in discussions for several months regarding the development of a new agreement that would take effect in October 2021. The Town approved the agreement at their August 10, 2021, meeting. Staff recommends approval of the Wholesale Water Service Agreement.

Fiscal Impact:

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

Approved By County Attorney:

Yes

Advisory Board Recommendation:

No Applicable.

County Manager's Recommendation:

Recommend the Board of Commissioners approve the renewed Wholesale Bulk Water Service Agreement between Brunswick County and the Town of Oak Island and authorize the Chairman to execute the agreement upon review by the County Attorney.

ATTACHMENTS:

Description

- ▣ Utilities - Oak Island Agreement - Attach 1

WHOLESALE BULK WATER SERVICE AGREEMENT
(EXCLUSIVE WITH MINIMUM PURCHASES)

THIS WHOLESALE BULK WATER SERVICE AGREEMENT, (this "Agreement") dated as of the 1st day of October, 2021, by and between the COUNTY OF BRUNSWICK, a political subdivision of the State of North Carolina (the "County"), and the TOWN OF OAK ISLAND, a municipal corporation organized under the laws of the State of North Carolina (the "Town") is made pursuant to North Carolina General Statutes, Article 20, Part 1 of Chapter 160A; Article 16, Part 1 of Chapter 160A; and Article 15 of Chapter 153A, and in consideration of the promises made to one another in this Agreement, as follows:

WHEREAS, City desires to obtain an adequate and dependable water supply from the County; and

WHEREAS, County owns and operates a water system with a capacity currently capable of serving the present customers of the County's system and the estimated number of water users to be served by the Town; and

WHEREAS, Town acknowledges and understands that this Agreement establishes a minimum amount of treated water that the Town is obligated to pay for; and

WHEREAS, Town acknowledges and understands that County determines the rates to be paid by the Town; and

WHEREAS, Town is voluntarily entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County agrees to furnish water, and Town agrees to pay for water, upon the terms and conditions and for the consideration hereinafter set forth, to wit:

SECTION 1
DEFINITION OF TERMS

1.1 Definitions. The following terms and expressions as used in this Agreement, unless the context clearly shows otherwise, shall have the following meanings:

(a) "Monthly Minimum Usage" means the minimum amount of treated water Town must compensate the County for during the Monthly Payment Period, and each month thereafter, regardless of whether Customer actually takes such quantity of water.

(b) "Monthly Payment" means the amount of money to be paid to the County by Town during each Monthly Payment Period.

(c) "Monthly Payment Period" means any calendar month.

(d) "Agreement Date" means the effective date of this Agreement asset forth on the first page hereof.

(e) "Customer" means any customer with which the County contracts with to furnish water.

(f) "Daily Average" means the total annual volume delivered to the Town divided by the number of days in the calendar year, provided at the Point(s) of Delivery.

(g) "Emergency Condition" means a condition that threatens the public health, safety, or welfare.

(h) "Town's Peaking Factor" means the annual peak day demand of the Town as determined from the total water volume going through all of the Town's Point(s) of Delivery during the peak day divided by annual average daily demand.

(i) "Point of Delivery" means the metering point(s) between the provision of service by the County to Town, all facilities upstream of which shall be the sole responsibility of the County, and all facilities downstream of which shall be the sole responsibility of the Town. There may be multiple Point of Delivery locations for the Town. The meter, meter vault, associated check valves, and valves are the property of the County.

(j) "System" means, collectively, the water storage, treatment, transmission, distribution, and supply components comprising an entity's potable water infrastructure.

SECTION 2

WATER SERVICE

2.1 Minimum Take-or-Pay Quantity. The County agrees to sell to the Town at the Point(s) of Delivery defined hereafter, and Town agrees to purchase and take at said Point(s) of Delivery, treated water provided at a rate no greater than the Maximum Instantaneous Demand and pressure stated herein. Town agrees to pay the monthly Minimum Usage Charge as indicated on the County's published rate and fee sheet (with payment required whether or not the actual amount is taken) as consideration for the provision of treated water.

2.2 Minimum meter size. The minimum meter size for new or replacement meters shall be 8". No meter shall be downsized without mutual agreement from both parties.

2.3 Maximum Instantaneous Demand. The maximum instantaneous demand through any single meter of Town during the term of this Agreement shall not exceed either the maximum instantaneous demand capacity of the meter according to the manufacturer's meter specifications or the following standard maximum instantaneous demands based on meter size, whichever is less:

<u>Meter Size</u>	<u>Rate</u>
6"	900 gpm
8"	1700 gpm
10"	2200 gpm
12"	3100 gpm

County shall not be obligated to supply water at a rate in excess of the maximum instantaneous demand specified herein. In the event that a meter registers in excess of the maximum instantaneous demand rate three or more times in any thirty-day period, the County shall have the right to install a larger size meter and appurtenances at the Town's expense. The Town shall be obligated to pay monthly fees based on the new meter size in accordance with the County's standard rate and fee sheet.

2.4 Daily Demand. In order to provide for the public health and welfare, the County will use its best efforts to develop additional treatment capacity for all customers of the water system as needed to meet the water treatment needs of all customers and will use sound financial planning to provide funds through rates, user fees, and related charges to provide the requisite facilities to meet such needs. The daily supply available to each customer is subject to limitations upon the County's ability to meet such demands caused by (a) the amount of raw water available to the

County through its wells and from its allocated capacity in the Lower Cape Fear Water & Sewer Authority raw water system, (b) the amount of water available from the Cape Fear River as part of the regulatory-determined "safe yield" or actually available during drought conditions, (c) the obligations of the County pursuant to Water Service Agreements to deliver treated water to other customers, (d) the capacity of the water system, (e) completion of any improvements the County elects to make to enable it to provide additional treated water to its Customers. Upon request by the County, Town shall provide a map detailing areas supplied or to be supplied by the Town as well as updated, estimated peak day demands and annual water system demands for the current year and the next four years at a minimum.

2.5 Quality. The County agrees to furnish the Town, at the Point of Delivery specified herein, potable treated water meeting applicable quality standards of the North Carolina Department of Environmental Quality, Division of Water Resources. It is acknowledged by both parties that currently the County primarily uses chloramines as a residual disinfectant but must change to free chlorine for some period each year and this may result in changes in taste and odor. The County will provide advance notification of these changes to the Town. The Town acknowledges that the water quality and responsibility for flushing downstream of the Point(s) of Delivery is the Town's responsibility.

2.6 Point(s) of Delivery. The Points of Delivery for the Town are located at: NE 42nd St. at 4202 E. Yacht Dr. (6" meter) and on the north side of E. Oak Island Dr. between NE 79th St. and Crowell St. (8" meter). Town agrees to contract with the County for storage capacity or construct adequate water storage so that the maximum rate of delivery will not exceed the maximum instantaneous demand stated herein and so that the Town's Peaking Factor does not exceed 3.0 (annual peak day demand divided by annual average daily demand).

New points of delivery providing water service to locations within the jurisdiction of the Town may be approved by the County. Town agrees to furnish the site at the Point of Delivery. Town shall design and construct a separate vault for the new Point of Delivery in accordance with County specifications and details. The County will review and approve the design prior to construction. The vault will include the billing meter, control valve, isolation valves, various appurtenances, and appropriate SCADA equipment. The Town shall bear all costs associated with such installation and shall deed and dedicate the facilities to the County upon completion and acceptance by the County.

2.7 Water Pressure. County shall furnish water at operating pressures as required by the North Carolina Department of Environmental Quality, Division of Water Resources at the Point(s) of Delivery. If Town requires a greater pressure than that which meets the regulatory requirements, then Town shall bear the cost of

providing such greater pressure. Emergency failures of pressure or supply due to line breaks, power failure, flood, fire and use of water to fight fire, earthquake, hurricane, unavailability or contamination of raw water, or other catastrophe shall excuse County from this provision for such reasonable period of time as may be necessary to effectuate repairs and restore service.

2.8 Meter Reading. The County shall provide a meter reading at or near the end of each calendar month that may be used in conjunction with the previous reading to approximate the flow through the meter during the calendar month. The Town shall have access to the meter for reading purposes only, but all adjustments and maintenance shall be performed by the County.

2.9 Testing of meters. The County may, at any point, and the Town may request in writing not more than once in any twelve (12) month time period, the County to test or return the meter to the manufacturer for assessment. If upon any test, the percentage of inaccuracy of any billing meter equipment is found to be in excess of three percent (3%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of twelve (12) months. If for any reason any billing meters are out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the period such billing meters are out of service or out of repair shall be estimated upon the basis of the best data available. Otherwise, the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the billing meter or meters were registering accurately. The cost of meter testing or assessment performed at the request of the Town shall be borne by the County if the meter is found to be reading in excess of 103% of actual flow amounts through the meter; otherwise these costs shall be paid by the Town.

2.10 County as Exclusive Water Provider. The Town shall not acquire or produce water from any source other than the County; provided however, the Town may at all times without the County's consent obtain treated water from, and maintain, repair and replace treated water systems in existence and owned and operated by the Town at the time the Town first purchased water from the County. Increasing the capacity of these systems is allowed only with written authorization from the County.

2.11 Temporary Interruptions. The County may at any time shut off water due to accident, emergency, for the purpose of making connections, alterations, repairs, and changes to the water system. The County will use its best efforts to give notice in advance of water service interruptions when such interruptions can be reasonably expected. It is the obligation of the Town to protect Town's facilities so that damage will not occur if water is shut off without notice.

2.12 Curtailment. It is recognized by both parties that curtailment measures may have to be implemented to meet an emergency condition. If the County reduces the amount of treated water available to its customers, it will reduce the supply available to each user in accordance with the latest approved Water Shortage Response Plan. The Town agrees to approve and enforce the County's Water Shortage Response Plan and Water Ordinance, or similar Plan and Ordinance no less stringent, for its own ratepayers.

2.13 County Facilities. In the event that the Town annexes or otherwise expands their boundaries into areas served by County facilities, Town acknowledges the County's right to provide service within these areas.

SECTION 3 **PAYMENT AND BILLING**

3.1 Rates and Fees. Rates and fees are determined using the cost of service principles as described in manual M-1 by the American Water Works Association (AWWA), as they may be amended from time to time. The County shall review and amend its rates and fees on an annual basis and shall publish these prior to July 1st of each year. Town agrees to pay applicable wholesale rates, fees, and charges assessed by the County as indicated on the approved Rate and Fee schedule. Current wholesale rates, which are subject to change, include a Base Service Charge, Minimum Usage Charge, and a volumetric rate per 1000 gallons used.

3.2 Billing. On a monthly basis, County shall bill Town for water service provided through each bulk meter. The bills shall be payable within 30 days of the date of the invoice.

3.3 Maximum Daily Demand. It is recognized by the County and the Town that the Town's Water Service Agreement constitutes an essential part of the County's financing plan and Capital Improvement Plan. The Town shall make payment each month throughout the term of this Agreement in accordance with the County's published rates and fees. The size and number of meters (Points of Delivery) impact the revenue available for expansion, operation, and maintenance of the system and may not be altered without the County's consent.

3.4 Limitation on Resale. After the date of this Agreement, unless required to do otherwise by an applicable regulatory authority or a court of competent jurisdiction, Town shall not enter into, renew, or amend with regard to volume of water to be supplied, any agreement to provide wholesale or new retail water for use outside its corporate boundaries unless each such agreement is approved by the County. The Town may continue to provide water service to locations that it currently serves outside of its corporate boundaries as of the date of this agreement. Town shall not become a party to any contract for the sale of water to another water provider ("water-wheeling"). The County will use its best efforts to furnish and remain in a position to furnish water sufficient for all reasonable treated water requirements of Town, but its obligation shall be limited to the amount of treated water available to it from the System during routine operation.

SECTION 4 TERM, TERMINATION, AND RENEWAL OF AGREEMENT

4.1 This Water Service Agreement shall be in full force and effect for a period ending June 30, 2061. Following the term, this Agreement shall automatically renew for one (1) year terms unless a party gives notice to the other party of non-renewal not less than one hundred eighty (180) days prior to expiration of the then-current term.

4.2 This Agreement may otherwise be terminated only by mutual agreement of the parties. A mutually agreeable termination of this Agreement will be on such terms as the parties may agree at the time in question. Each party hereto reserves to itself all legal rights and remedies available at law or in equity in the event of any other breach of this Agreement by the other.

4.3 This Agreement may be renewed or amended by mutual agreement of the parties, adopted with the same formality as the original.

SECTION 5 REPRESENTATIONS AND COVENANTS

5.1 Each party to this Agreement represents to the other party each of the following as of the effective date of this Agreement, and covenants with the other party that each such representation will remain true and correct:

5.1.1 It has full power and authority to enter into this Agreement, and to enter into and carry out the transactions contemplated by this Agreement.

5.1.2 It has by proper action authorized the execution and delivery of this Agreement and is not in default under any provisions of this Agreement.

5.1.3 The execution, delivery, and performance of this Agreement does not violate or conflict with or require any consent or waiver under any of the terms or conditions in its governing documents or any material Agreement to which it is a party or by which any of its assets are bound or affected, or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it.

5.1.4 This Agreement constitutes a legal, valid and binding obligation enforceable at law and in equity in accordance with its terms and, to the extent that certain remedies under this Agreement require or may require enforcement by a court, such principles of equity as the court having jurisdiction may impose.

5.1.5 It will comply with all applicable federal, state and local laws with respect to any activities conducted under or pursuant to this Agreement.

5.1.6 No elected or appointed official or employee has any interest (financial, employment, or other) in the transactions contemplated by this Agreement.

5.1.7 It will take no act (or engage in any failure to act) that will prevent, delay, obstruct, frustrate, or otherwise impair or undermine the activities conducted under or pursuant to this Agreement, except as may be necessary to enforce this Agreement or ensure compliance with applicable laws, regulations, and ordinances.

SECTION 6 MISCELLANEOUS PROVISIONS

6.1 Exhibits. All exhibits, if any, referenced in this Agreement are incorporated herein by reference as integral parts of this Agreement.

6.2 Amendment to Agreement. This Agreement may be modified or amended only by written amendments that are approved and signed on behalf of both Parties in the same manner as original adoption.

6.3 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.

6.4 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.

6.5 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.

6.6 Governmental Immunity. Each party, 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.

6.7 Non-Waiver. Failure by a party at any time to require the performance of any of the provisions of this Agreement shall in no way affect the party's right hereunder to enforce the same, nor shall any waiver by a party of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

6.8 No Third-Party Beneficiaries. Nothing in this Agreement shall give any person other than the parties any rights to enforce any provision of this Agreement. There are no intended third-party beneficiaries of this Agreement.

6.9 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.

6.10 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.

6.11 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.

6.12 Notices

- a. Delivery of Notices. Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. Effective Date Of Notices. Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. Notice Address. Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:
 - i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022
 - ii. For the Town: Town of Oak Island Manager
4601 East Oak Island Drive
Oak Island, NC 28465

6.13 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:

Title:

Date: _____

TOWN OF OAK ISLAND

By: *Ken Thomas*

Printed Name: Ken Thomas

Title: Mayor

Date: 9/7/2021



"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

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.

David K. Hatten
Finance Director
Town of Oak Island



Brunswick County Board of Commissioners

ACTION AGENDA ITEM

October 4, 2021

Action Item # VII. - 5.

From:
John Nichols, P.E.

Utilities - PFAS Funding (John Nichols, PE, Director of Public Utilities)

Issue/Action Requested:

Request that the Board of Commissioners receive information regarding efforts to obtain additional funding for PFAS related utility infrastructure expenses, authorize the Utilities Director to represent Brunswick County with efforts to inform elected officials regarding PFAS legislative issues, and authorize the chairman to sign letters to various regulatory agencies and federal and state officials requesting their support of ongoing efforts to properly fund Utilities dealing with PFAS infrastructure needs.

Background/Purpose of Request:

The Infrastructure Investment and Jobs Act recently approved in the U.S. Senate and now under consideration in the U.S. House of Representatives presents a unique opportunity for Brunswick County and other utilities in North Carolina to mitigate the substantial, unanticipated costs for drinking water infrastructure upgrades due to the presence of PFAS in source waters. The Senate version of the bill earmarks a total of \$4 billion to help communities of all sizes affected by per and polyfluoroalkyl substances (PFAS) contamination through the Drinking Water State Revolving Fund (DWSRF) administered by the Environmental Protection Agency and the North Carolina Division of Water Infrastructure.

Representatives of 11 North Carolina public water systems are making efforts to focus the attention of North Carolina elected official's regulatory agencies to provisions in the measure that may need additional consideration. PFAS is a national issue when it comes to drinking water, but this burden does not weigh equally on each state. In particular, North Carolina faces a grossly outsized challenge in dealing with PFAS contamination in the source water for many water utilities.

An apt snapshot of the impact on North Carolina may be found in the Cape Fear River Basin: PFAS contaminates the Cape Fear River, the drinking water source for hundreds of thousands of North Carolina residents and residents' groundwater to an ever-expanding extent. Just to address the PFAS contamination in the Cape Fear River, signatory utilities are spending tens of millions of dollars to design and construct new infrastructure, with many millions more to come, a tremendous cost that will be passed onto customers should no outside funding sources be secured. **Consideration should be given to the actual needs of each state based on their PFAS impacts.**

Utilities have been forced to fund unanticipated infrastructure projects to address PFAS that has often resulted in significant rate increases to customers. **Projects that are already in construction should not face any limitation to the amount of the funds appropriated for PFAS remediation.**

Also, much of the focus of SRF funding for PFAS to this point has been specifically for two types of PFAS (PFOA and PFOS). However, in the Cape Fear River basin, other varieties of PFAS are more commonly found such as PFMOAA and GENX. **Agencies that are tasked with grading SRF grant/loan applications should give equal value to infrastructure projects that address any type of PFAS contamination.**

Staff will provide an update on the ongoing efforts to maximize funding to PFAS affected utilities in North Carolina. Staff will also provide information on ways that Commissioners may be instrumental in assisting with this effort. Staff also recommends that the chairman be granted authority to sign letters on behalf of the Board to various regulatory agencies and federal and state officials requesting their support of ongoing efforts to properly fund Utilities dealing with PFAS infrastructure needs.

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 receive information regarding efforts to obtain additional funding for PFAS related utility infrastructure expenses, authorize the Utilities Director to represent Brunswick County with efforts to inform elected officials regarding PFAS legislative issues, and authorize the chairman to sign letters to various regulatory agencies and federal and state officials requesting their support of ongoing efforts to properly fund Utilities dealing with PFAS infrastructure needs.