

COLUMBUS COUNTY BOARD OF COMMISSIONERS

Monday, February 19, 2024

5:00 P.M. – Closed Session

6:30 P.M. – Regular Session

The Honorable Columbus County Commissioners met on the above stated date and time at the Columbus County Commissioners Chamber, 127 West Webster Street, Whiteville, North Carolina 28472, for the purpose of conducting a Regular Session.

COMMISSIONERS PRESENT:

Ricky Bullard, **Chairman**
Giles E. Byrd, **Vice Chairman**
Lavern Coleman,
Scott Floyd
Barbara Featherson
Brent Watts
Chris Smith

APPOINTEES PRESENT:

Eddie Madden, Jr., **County Manager**
Amanda B. Prince, **Attorney**
Jana Nealey, **Clerk to the Board**

Agenda Item #1: MEETING CALLED to ORDER:

At 5:00 P.M. Chairman Ricky Bullard called the regular session meeting to order.

RECESS REGULAR SESSION and enter into CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11(A) (3) ATTORNEY-CLIENT PRIVILEGE, N.C.G.S. § 143-318.11(A) (4) ECONOMIC DEVELOPMENT

MOTION:

Vice Chairman Byrd made a motion to recess regular session and enter into closed session, seconded by Commissioner Watts. The motion unanimously passed.

Agenda Item #2: CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11(A) (3) ATTORNEY-CLIENT PRIVILEGE, N.C.G.S. § 143-318.11(A) (4) ECONOMIC DEVELOPMENT

RECESS CLOSED SESSION and enter into REGULAR SESSION

MOTION:

Commissioner Smith made a motion to recess closed session and enter into regular session, seconded by Commissioner Floyd. The motion unanimously passed.

GENERAL ACCOUNT:

Attorney Amanda Prince gave the general account as follows:

The board discussed Economic Development matter and (1) matter of Attorney-Client Privilege, no action was taken by the board.

MOTION:

Vice Chairman Byrd made a motion to approve the General Account, seconded by Commissioner Smith. The motion unanimously passed.

Chairman Bullard recessed regular session until 6:30 P.M.

Regular Session resumes at 6:30 P.M.

Agenda Items # 3 and #4: INVOCATION and PLEDGE of ALLEGIANCE:

The invocation was delivered by Commissioner Lavern Coleman. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Commissioner Watts.

Agenda Item# 5: APPROVAL OF AGENDA:

MOTION:

Vice Chairman Byrd made a motion to approve the Agenda with discussed Add-on's #7a, and #17b seconded by Commissioner Feathersen. The motion unanimously passed.

Agenda Item #6: PUBLIC INPUT

No Public Input at this time

Agenda Item #7: PROCLAMATION – WEST COLUMBUS CHEERLEADERS WINNING AMERICA'S CHEERLEADING CUP NATIONAL CHAMPIONSHIP – SMALL VARSITY AII DIVISION:

MOTION:

Vice Chairman Byrd made a motion to approve seconded by Commissioner Smith. The motion unanimously passed.



Columbus County

PROCLAMATION OF RECOGNITION

West Columbus Cheerleaders

WHEREAS in a resounding triumph that echoes across the spirited realms of cheerleading, we proudly declare the West Columbus Cheerleaders as the unrivaled champions of the prestigious America's Cheerleading Cup National Championship in the Small Varsity AII Building Division; and

WHEREAS amidst the glittering sea of talent, the West Columbus Cheerleaders emerged victorious, seizing the coveted title with unparalleled grace and flair after competing against 3 teams. Their synchronized movements, flawless routines, and infectious energy not only captured the judges' hearts but also left an undeniable mark on the audience, elevating the art of cheerleading to new heights; and

WHEREAS in recognizing their outstanding achievement, let this proclamation serve as a resounding cheer for the West Columbus Cheerleaders – the epitome of excellence in cheerleading. May their triumph inspire future generations to reach for the stars and demonstrate that with passion, teamwork, and unwavering dedication, any dream is within reach.

NOW THEREFORE, BE IT RESOLVED the West Columbus Cheerleaders, whose spirit and skill have brought glory to their school, community, and the world of cheerleading at large. May their success be celebrated and their legacy endure as a beacon of inspiration for all!

APPROVED and ADOPTED this the 19th day of February, 2024

Agenda ADD-ON #7a: PROCLAMATION – RECOGNIZING DR. SCHWANIE WRIGHT:

Governing Body is requesting adoption of the Proclamation recognizing Dr. Swannie Wright.

MOTION:

Vice Chairman Byrd made a motion to approve, seconded by Commissioner Featherson. The motion unanimously passed.

90th Birthday of Dr. Swannie Wright

WHEREAS, it is with great joy and honor that we come together to recognize and celebrate the extraordinary life and contributions of Dr. Swannie Wright of Hallsboro, NC; and

WHEREAS, Dr. Wright has been a dedicated and exemplary member of the community, serving as a wife, mother, retired schoolteacher, and community volunteer, and has positively impacted the lives of countless individuals; and

WHEREAS, on the occasion of her 90th birthday celebration at the Brunswick Waccamaw Building on March 23 at 2 p.m., we gather to express our deepest appreciation for her unwavering commitment to education, community service, and spiritual guidance; and

WHEREAS, Dr. Swannie Wright's illustrious career as an educator includes holding a Bachelor of Arts from UNC Wilmington, a Ph.D. from Southeastern Bible College, and being recognized as an extremely gifted Certified Reading Teacher with credentials from East Carolina University; and

WHEREAS, her influence extends beyond the classroom, as she is a well-respected pillar in the community, having served as a certified Sunday School teacher by the General Baptist State Convention of NC, Co-Chairperson for the Waccamaw Auxiliary for Ministers Wives & Widows, and an instructor and counselor for Bible Youth Camp; and

WHEREAS, her commitment to spiritual enrichment is further evidenced by her volunteer work at the Columbus County Prison for Bible Study classes, reflecting her dedication to guiding individuals toward positive choices and personal growth; and

WHEREAS, in her local church, Dr. Wright serves as the Adult Sunday School Teacher, Missionary Circle President, Finance Secretary, and Program Committee Chair, exemplifying her deep-rooted faith and commitment to the spiritual well-being of her community; and

WHEREAS, at home, she is affectionately known as Mom, Grandmother, and Great Grandmother, creating a legacy of love, compassion, and familial support;

NOW, THEREFORE, be it proclaimed that on this special occasion, we recognize and celebrate the remarkable life of Dr. Swannie Wright, expressing our gratitude for her tireless efforts, inspirational leadership, and enduring impact on the Hallsboro community.

APPROVED and ADOPTED this the 19th day of February, 2024.

Agenda Item #8: ADMINISTRATION – EMPLOYEE SPOTLIGHT:
County Manager Eddie Madden recognized Amanda Laster from Human Resources.



Agenda Item #9: ANGELA NORRIS – INVITATION to VETERANS STAND DOWN/JOB FAIR SATURDAY MARCH 2, 2024 at the FAIR GROUNDS:

Agenda Item #10: SOUTHEASTERN COMMUNITY COLLEGE – DR. ENGLISH will PROVIDE an UPDATE on APPOINTMENT CHANGES to their BOARD of TRUSTEES:

Southeastern Community College President Dr. Chris English provided an update on the SCC Board of Trustees By-Laws and Appointee's.

ARTICLE II: MEMBERSHIP

Section 1. Election or Appointment All current Governor and local school board of education appointed Board of Trustee membership will continue until the term expires. Afterward, the Board of Trustees will be appointed in accordance with GS 115D. The Board of Trustees composition will be as follows:

- Eight trustees are appointed by the General Assembly. Two are appointed annually: One from the Speaker of the House and One from the President Pro Tempore of the Senate.
- Four trustees are appointed annually by the Columbus County Board of Commissioners. One trustee can be a county commissioner. The Board of Commissioners may delegate two seats to the local school board of education. If the board delegates its authority to appoint, the following conditions apply:
 - One seat must be for Columbus County Schools and one for Whiteville City Schools.
 - The delegation shall expire at the end of the term of office of the trustee but may be renewed by the board of commissioners.
 - If the delegated election has not occurred by May 1 of the year in which the appointment is to be made, the Board of Commissioners shall revoke the delegation and shall appoint the trustee.
- The Student Government Association President shall serve as an ex-officio nonvoting member of the Board of Trustees.

The Secretary to the Board of Trustees is required annually to submit directory information for all Southeastern Community College Board of Trustees to the Legislative Library.

Section 2. Restrictions

- No member of the General Assembly shall be a trustee of a local board of trustees.
- No person who has been employed full-time by Southeastern Community College within the prior five years and no spouse or child of a person currently employed full-time by the college shall serve on the Board of Trustees.
- Vacancies occurring in a seat appointed by the General Assembly shall be filled as provided in G.S. 120-122.
- Vacancies occurring in a seat elected by the Columbus County Board of Commissioners shall be filled for the remainder of the unexpired term in the manner in which regular selections are made.

Section 3. Terms The term of office for elected and appointed Trustees shall be four (4) years as established in accordance with State Statute 115D-13. Terms begin on July 1 and expire on June 30. An exception is made for the Student Government President whose term coincides with the term of that office.

Section 4. Residency All Trustees shall be a resident of Columbus County except for the Student Government Association president.

Section 5. Vacancies If a Governor or local board of education appointee vacancy occurs, the House and Senate must be notified.

- If a vacancy occurs for an appointee whose term will expire in an **odd** year, the Secretary for the Board of Trustees will notify the North Carolina Community College System Office, who will then notify the House of Representatives.
- If a vacancy occurs for an appointee whose term will expire in an **even** year, the Secretary for the Board of Trustees will notify the North Carolina Community College System Office, who will then notify the Senate.

- If a Columbus County Board of Commissioners elected seat is vacant, the Board of Commissioners' trustees shall be elected in accordance with G.S. 115-13

Section 6. Removal from Office Trustees may be removed from office in accordance with State Statute 115D-19 and any other applicable North Carolina General Statute. The Trustee can only be removed for cause which includes inability to discharge duties, disreputable conduct, failure to attend without justifiable reason, three consecutive scheduled meetings, and failure of a newly appointed Board of Trustees member to participate in, without justifiable cause, an orientation session sponsored by the North Carolina Association of Community College Trustees within six (6) month of being appointed or elected.

Section 7. Compensation Trustees shall receive no compensation for their services in accordance with State Statute 115D-17. However, they shall receive reimbursement, according to regulations adopted by the State Board of Community Colleges, for the cost of travel, meals, and lodging while performing their official duties. Reimbursements shall be consistent with state guidelines for reimbursements.

Section 8. Attendance The Southeastern Community College Board of Trustees may declare vacant the office of a Trustee who does not attend three consecutive scheduled meetings without justifiable excuse. (GS115D-19(b)). Appointing agencies may impose more stringent attendance requirements on their respective appointees.

Section 9. Required Training The Southeastern Community College Board of Trustees may declare vacant the office of a Trustee who, without justifiable excuse, does not participate within six (6) months of appointment in a Trustee orientation and education session sponsored by the North Carolina Association of Community College Trustees. (GS 115D-19(b)) The Board

Agenda Item #11: ADMINISTRATION – APPROVAL of the FISCAL YEAR 2024-2025 NEEDS LIST:

Manager Eddie Madden is requesting approval of the FY 2024-2025 Needs List to present to Representative Brenden Jones Resources.

MOTION:

Vice Chairman Byrd made a motion to approve, seconded by Commissioner Feathersen. The motion unanimously passed.



Legislative Needs List

- \$25 Million – Sports Complex
- \$500,000 – Courthouse Safety Upgrades / Traffic Circle
- \$25 Million - Health Department
- \$15 Million - Public Safety Building (Dothan Community)
- \$30 Million - Water District Needs (II, III, IV and V)
(Breakdown Attached)
- \$33 Million - Economic Development Commission Needs
 - Request assistance to acquire property owned by Department of Correction for Airport
(Breakdown Attached)

**Columbus County Economic Development
Needs Request List
Revised February 8, 2024**

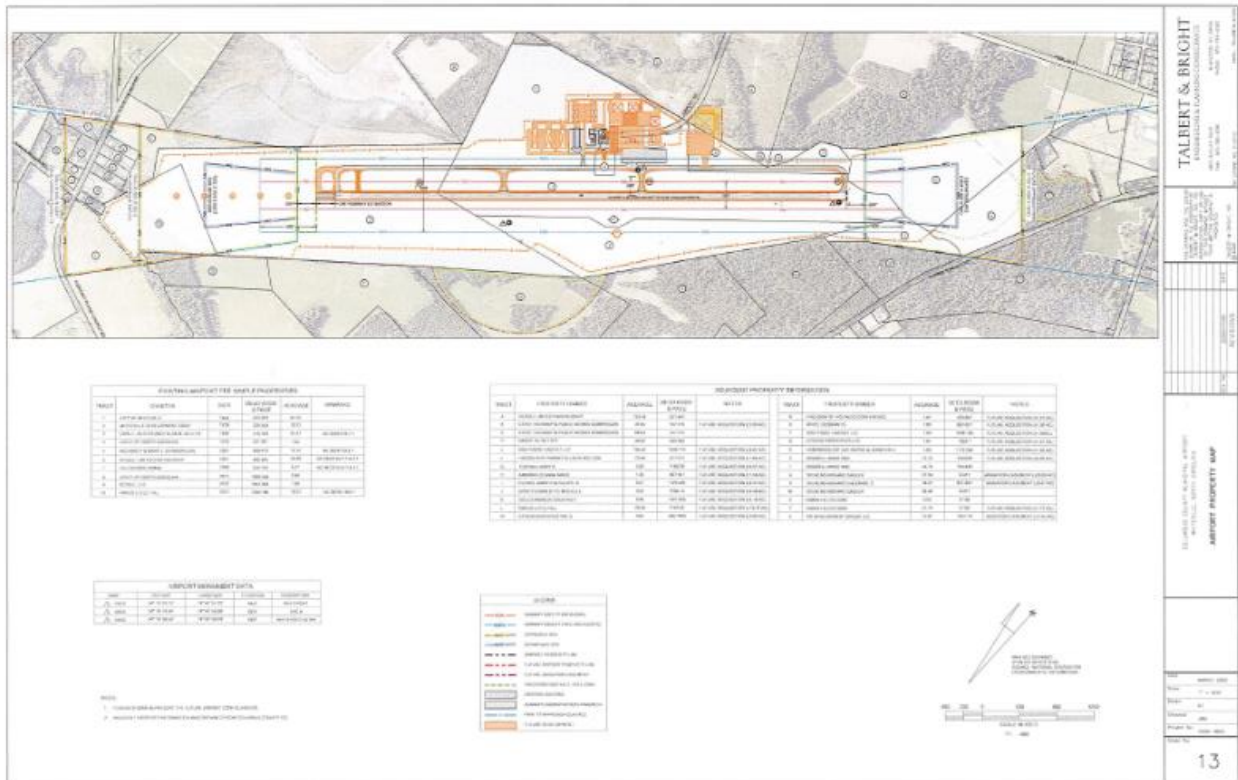
Shell Building Project:	
1.) Southeast Regional Park	\$4,000,000
2.) Tabor City Industrial Park	\$3,000,000
	Total: \$7,000,000
US 87:	
1.) Sewer Infrastructure for US 87	\$10,000,000
• Industrial Corridor and upgrades to idle (PDTW)	
	Total: \$10,000,000
Reverse Osmosis:	
1.) Design of Reverse Osmosis Plant adjacent to International Paper	\$800,000
	Total: \$800,000
Industrial Site:	
1.) For land acquisition for 1,000 acre Industrial Site on Cape Fear River	\$15,000,000
	Total: \$32,800,000

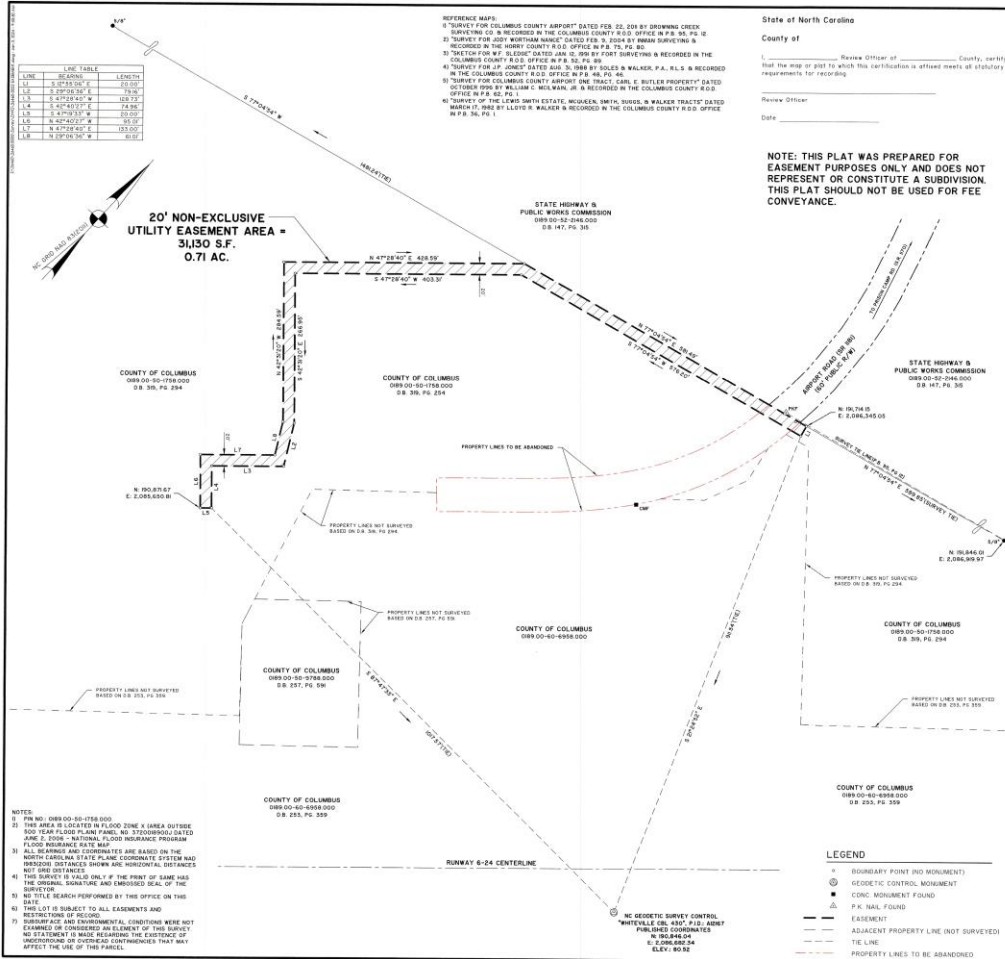
Requested Funding for Economic Development Commission Projects
Total Amount of Funds Requested: \$32,800,000

**Columbus County Public Utilities
Needs Request List
Revised February 8, 2024**

Water District II:	
1.) Addition Wells (3) to Benefit Water District V	\$2,400,000
• This project would provide additional water supply to Water District V.	
	Total: \$2,400,000
Water District III:	
1.) Reversible Booster Pump Station	\$600,000
• This project would allow water to be pumped into Water District III from Water District II during an emergency event.	
2.) Additional Well (1) to Benefit Water Districts II & V	\$800,000
• This project would provide additional water supply to Water Districts II and V.	
	Total: \$1,400,000
Water District IV:	
1.) Water Line Extensions/Connection of Dead Ends	\$15,000,000
• Water Line Extensions would extend water lines to residents within the district and provide connections for dead end roads.	
• The connection between Water Tank Road to Delco Prosper Road would eliminate dead ends.	
• The connection between Money Hole Road to EDA Project on 74/76 would eliminate dead ends.	
• The connection between General Howe Road down Hwy 87 to Gus Bryant Road and connect Love Road to Hwy 87 would provide a looped water system. (This cannot be done without the new water line installation down Hwy 87.)	
2.) Additional Wells (4) to Benefit Water District IV	\$3,200,000
• This project would provide additional water supply to Water District IV	
	Total: \$18,200,000
Water District V:	
1.) Elevated Water Tank	\$3,600,000
• This project would provide additional water supply to system.	
2.) Phase III Project to Dothan	\$4,170,407.11
	Total: \$7,770,407.11

Requested Funding for Water District Projects	
Water District II:	\$2,400,000
Water District III:	\$1,400,000
Water District IV:	\$18,200,000
Water District V:	<u>\$7,770,407</u>
Total Amount of Funds Requested:	\$29,770,407





State of North Carolina
 County of _____
 I, _____ Review Officer of _____ County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.
 Review Officer: _____
 Date: _____

NOTE: THIS PLAT WAS PREPARED FOR EASEMENT PURPOSES ONLY AND DOES NOT REPRESENT OR CONSTITUTE A SUBDIVISION. THIS PLAT SHOULD NOT BE USED FOR FEE CONVEYANCE.

THOMAS & HUTTON ENGINEERING CO. No. F-0287
 NORTH CAROLINA PROFESSIONAL ENGINEERING SEAL L-5554
 MATTHEW C. SULLIVANT, 1/3/24
 MATTHEW C. SULLIVANT, 1/3/24
 LICENSE NO. 25854

EASEMENT PLAT FOR A
20' UTILITY EASEMENT
 ON A PORTION OF THE
COLUMBUS COUNTY AIRPORT

WHIEVILLE TOWNSHIP
 COLUMBUS COUNTY, NORTH CAROLINA

prepared for
DUKE ENERGY PROGRESS, LLC

100 0 100 200
 1 INCH = 100 FEET

plot drawn field check
 1/3/2024 JED MDS 11/2023 CDH

job: 26460.000(p01) SHEET 1 OF 1

Prepared by: Duke Energy Progress, LLC
Return to: Duke Energy Progress, LLC
Attn: Dale Law
1755 Mechanicsville Rd
Florence, South Carolina 29501

Parcel # 090078

EASEMENT

State of North Carolina
County of Columbus

THIS EASEMENT ("Easement") is made this ____ day of _____ 20____, from COUNTY OF COLUMBUS, a body politic and corporate organized in accordance with laws of the State of North Carolina ("Grantor", whether one or more), to DUKE ENERGY PROGRESS, LLC, a North Carolina limited liability company ("Grantee").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities").

Grantor is the owner of that certain property described in that instrument recorded in Deed Book 319, Page 294, Columbus County Register of Deeds ("Property").

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land twenty feet (20') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

For Grantee's Internal Use:
Work Order #: 49265608-40

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1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as Exhibit A and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantee in substantial compliance with Exhibit A.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

COUNTY OF COLUMBUS
a body politic and corporate organized in accordance with laws of the
State of North Carolina

_____(SEAL)
RICKY BULLARD, Chairman of the County Commissioners

Attest:

JANA NEALY, Clerk to the Board

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that Jana Nealy personally appeared before me this day and acknowledged that he/she is Clerk to the Board of the COUNTY OF COLUMBUS, a body politic and corporate organized in accordance with laws of the State of North Carolina, and that by authority duly given and as the act of said a body politic and corporate organized in accordance with laws of the State of North Carolina, the foregoing EASEMENT was signed in its name by Ricky Bullard its Chairman of the County Commissioners, sealed with its official seal, and attested by herself/himself as its Clerk to the Board.

Witness my hand and notarial seal, this ____ day of _____, 20____.



Notary Public: _____

Commission expires: _____

Agenda Item #13: ECONOMIC DEVELOPMENT – APPROVAL of the GRANTEE ACKNOWLEDGEMENT for the GOLDEN LEAF PHASE I SHELL BUILDING:

Economic Development and Planning Director Gary Lanier requested approval of the grantee acknowledgement for the Golden Leaf Phase I Shell Building Grant.

MOTION:

Commissioner Smith made a motion to approve, seconded by Commissioner Floyd. The motion unanimously passed.

The Golden LEAF Foundation (“Golden LEAF”)
GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: County of Columbus
2. Number & Title: G-202412-08787 / Project Build
3. Purpose of Grant: This award provides funding to Columbus County to develop a Preliminary Design Plan for constructing a 50,000 sf shell building, expandable to 100,000 sf, located at the Southeast Regional Park. The county anticipates that completion of the building would result in \$62,500 in public infrastructure investment, \$30,000,000 in private capital investment, and the creation of 100 new jobs with an average annual wage of \$40,000.
4. Amount of Grant: \$50,000.00
5. Award Date: 2024-02-01
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 6 months, commencing on the Award. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement (this “Agreement”) that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
 - b) Use of grant funds must comply with applicable requirements of S.L. 2023-134.
 - c) Release of funds is dependent on Grantee satisfying the match requirements for the program established by S.L. 2023-134.
7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
 - b) Release of funds is contingent on Grantee returning a fully executed copy of this Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
 - c) Release of funds is contingent on Golden LEAF’s approval of activities and outcomes that will be used to monitor and assess Grantee’s implementation of the project. Unless otherwise directed by Golden LEAF, Grantee must submit proposed outcomes and activities for approval within forty-five (45) days of the Award Date.
 - d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).
 - e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
 - f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
 - g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state, or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee’s tax-exempt status is revoked or modified in any

way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.

9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non- payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of the Interested Person's financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflicts of interest policy or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. The Grantee may request that the President of the Foundation approve a conflict of interest policy that varies from the requirements of this section. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.
11. Procurement/Disposition: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be

conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of \$1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of \$100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section. If equipment purchased by the Grantee using Golden LEAF funds is no longer needed or used for the project funded, the Grantee may donate the equipment to a North Carolina governmental entity or a North Carolina organization recognized as an organization described under Section 501(c)(3) of the Internal Revenue Code. In making such a donation, the Grantee must comply with statutory or regulatory requirements that apply to the Grantee, must use reasonable efforts to ensure that the equipment is used for purposes consistent with this grant, and must document and retain records evidencing the donation in accordance with the terms and condition of this Agreement.

12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing, which may be a communication sent through Golden LEAF's grants management system to the Grantee.
13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding, in this Agreement, or in the budget or other forms approved by Golden LEAF shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Agreement and the Grantee's application for funding, this Agreement will control.
14. The Grantee acknowledges receipt of Golden LEAF's policy regarding termination and rescission of grants, which policy is incorporated in this Agreement by reference and is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.
15. Release of Funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a

satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be submitted through Golden LEAF's online grants management system in accordance with instruction provided by Golden LEAF, unless otherwise directed by Golden LEAF. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.

16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF twice each year, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org. The Grantee will submit reports through Golden LEAF's online grants management system following in accordance with instructions provided by Golden LEAF, unless otherwise directed by Golden LEAF. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms and following in accordance with processes prescribed by Golden LEAF.
17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall be maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.
18. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to insure that the Grantee first honors its

obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

- 19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.
- 20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, parental status, national origin, genetic information, political affiliation, protected veteran status, or disability, or any other legally protected status, in connection with the activities of a project funded by Golden LEAF.
- 21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **"This project received support from the Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. The Golden LEAF Brand and Publicity Guide can be accessed at www.goldenleaf.org/brand-and-publicity-guide/. For assistance with publicity, including review of all press releases, please contact Golden LEAF staff (news@goldenleaf.org).
- 22. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies their authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Agenda Item #14: EMERGENCY SERVICES – APPROVAL of the STATE 911 PSAP GRANT ALLOCATION and BUDGET AMENDMENT and to PURCHASE PORTABLE RADIOS for the 911 CENTER:

Emergency Services Director David Ransom requested approval of the State 911 PSAP grant allocation and associated budget amendment in the amount of \$35,076.90 for the purchase of portable radios for the 911 Center.

MOTION:

Vice Chairman Byrd made a motion to approve, seconded by Commissioner Smith. The motion unanimously passed.

****The Full 911 PSAP Grant Agreement is housed in the Clerk's Office****

COLUMBUS COUNTY, NORTH CAROLINA

Ordinance making appropriations to the Columbus County
Emergency Management 911 PSAP Radio Grant Project Fund

for the Fiscal Year beginning July 1, 2023

BE IT ORDAINED by the Board of Commissioners of Columbus County, North Carolina as follows:

Section 1: The following amounts are hereby made to the Columbus County Emergency Management PSAP 911 Radio Grant Project pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2023.

Source of Revenue

55-3560-432150 911 PSAP RADIO GRANT	<u>\$ 35,077</u>
Total Estimated Revenues – Emergency Management 911 PSAP Radio Grant Project	<u>\$ 35,077</u>
Project Appropriations	
55-4660-550000 CAPITAL OUTLAY	<u>\$ 35,077</u>
Total Project Appropriations – Emergency Management 911 PSAP Radio Grant Project	<u>\$ 35,077</u>

Description:

This grant funding will allow for the purchase of (6) portable radios for the 911 Center to help build backup communication capabilities should the primary communications in the 911 become disabled.

Section 2: The project undertaken pursuant to this ordinance is in accordance with the Recommended Budget and any changes made during the County Commissioners' budget work sessions.

Section 3: The Finance Director is hereby directed to maintain within the Capital Project Fund

sufficient specific detailed accounting records to satisfy all applicable regulations. The terms of any financing agreement also shall be met.

ARTICLE I SECTION 4: THE COUNTY DESIRES TO EXPEND ITS OWN FUNDS FOR THE PURPOSE OF PAYING CERTAIN COSTS OF VARIOUS PROJECTS, FOR WHICH EXPENDITURES THE COUNTY REASONABLY EXPECTS TO REIMBURSE ITSELF FROM THE PROCEEDS OF DEBT TO BE INCURRED BY THE COUNTY.

ARTICLE II

Section 5: All expenditures relating to obtaining any bond referendum and or installment purchase will be reimbursed from bond proceeds and installment purchase proceeds in accordance with the requirements of the United States Treasury Regulations Section 1.150 -2.

Section 6: This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations to expressly declare the official intent of the County to reimburse itself from the proceeds of debt to be hereinafter incurred by the County for certain expenditures paid by the County on or after the date which is sixty (60) days prior to the date hereof.

Section 7: The County intends to seek Federal, State, and/or other grant funding to reduce the amount of loan proceeds. The adoption of this ordinance authorizes the County Manager and/or his representative to apply for and accept such funding if awarded.

Section 8: This project ordinance shall be entered in the minutes of the Board of Commissioners of Columbus County. Within five days hereof, copies of this ordinance shall be filed with the finance office in Columbus County, and with the Clerk to the Board of Commissioners of Columbus County. Copies of the Capital Project Ordinance shall be made available to the Budget Officer, the Project Manager, and the Finance Officer for direction in carrying out this project.

This Capital Project shall become effective on February 19, 2024.

ADOPTED, this 14th day of February, 2024.

Ricky Bullard, Chairman

Columbus County Board of Commissioners

Jana Nealey, Clerk to the Board

Agenda Item #15: EMERGENCY SERVICES – APPROVAL to UPDATE PRIOR AGREEMENTS to a FORMAL MEMORANDUM of UNDERSTANDING between COLUMBUS COUNTY and BLADEN COUNTY for 911 CENTER CALL “ROLL OVER” REQUIRED for the NC 911 BOARD ASSESSMENT:

Emergency Services Director David Ransom requesting approval to update prior agreements to a formal memorandum of understanding (MOU) between Columbus County and Bladen County to ensure continuity of service for receiving and processing 911 calls in the event of a critical system failure at either facility. This MOU is required by the NC 911 Board for Public Safety Answering Points (PSAP) of similar size and function. Additional MOU’s will also be secured with Surry and Watauga counties in the near future. This agreement is required documentation for the NC 911 Board Assessment of the county PSAP being conducted this month.

MOTION:

Commissioner Watts made a motion to approve, seconded by Commissioner Feathersen. The motion unanimously passed.

**INTERLOCAL AGREEMENT
BETWEEN
COLUMBUS COUNTY AND BLADEN COUNTY
FOR 911 CENTER CALL “ROLL-OVER”**

THIS AGREEMENT is entered into on the 31st day of January, 2024 by and between COLUMBUS COUNTY, a political subdivision of the State of North Carolina, and BLADEN COUNTY, a political subdivision of the State of North Carolina. Both Counties agree to the Back Up in the event of a phone system failure.

WITNESSETH:

WHEREAS, COLUMBUS COUNTY operates a Public Safety Answering Point in COLUMBUS COUNTY (PSAP) to receive all 911 calls in the County (“911 Center”); and

WHEREAS, COLUMBUS COUNTY during certain limited times may be unable to answer incoming 911 calls due to major incidents or peak volume; and

WHEREAS, COLUMBUS COUNTY requests mutual aid from BLADEN COUNTY in the form of BLADEN COUNTY serving as a “roll-over” 911 Center and answering 911 calls on the behalf of COLUMBUS COUNTY; and

WHEREAS, the parties, pursuant to the authority of Chapter 160A, Article 20 of the North Carolina General Statutes are authorized to enter into this Interlocal Agreement in order to pursue the above stated goals;

NOW THEREFORE, for and in consideration of mutual benefits to each of the Parties as hereinafter set forth, the Parties hereto do mutually agree as follows: This amendment includes changes from the original agreement pointed out in bullet points 4, 5, and 6

Services Provided. BLADEN COUNTY 911 agrees to serve as an alternate 911 answering point to receive 911 calls for COLUMBUS COUNTY's 911 Center when in an alt route or abandonment state.

Specifics Related To Services Provided.

- BLADEN COUNTY agrees to accept these calls that are routed to them through the Emergency Services Network phone system (EsiNet) and to perform either Emergency Medical Dispatch or Emergency Fire Dispatch, whichever is applicable.
- In the event BLADEN COUNTY 911 staff believe that a caller needs to be transferred to COLUMBUS COUNTY, the statewide ESI Net should be used to transfer the call.
- In the event COLUMBUS COUNTY is unreachable via phone, the VIPER radio talk group State Wide Call should be utilized to call COLUMBUS COUNTY. COLUMBUS COUNTY will keep "State Wide Call" with the volume turned up in case radio communications is needed. It is agreed upon both parties that adjustments may be needed in the future with changes being made to the VIPER template.
- In the event COLUMBUS COUNTY is completely incapacitated, BLADEN COUNTY can utilize local VIPER talk groups shared through COLUMBUS COUNTY and alert and/or dispatch COLUMBUS COUNTY 911 call information to the appropriate emergency responders.

Effective Date. The "Effective Date" of the Agreement shall be January 31, 2024.

Compensation. The parties agree that no compensation is owed to either party under this agreement.

Term. This Agreement shall remain in effect for one year beginning on the effective date contained herein, and shall automatically renew annually. Any party may terminate this Agreement for any reason upon 90 days written notice to the other party.

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 or by overnight courier to the intended recipient at the address set forth below:

For COLUMBUS COUNTY

For BLADEN COUNTY

County Manager

County Commissioner

127 W. Webster St.

P. O. Box 1048

Whiteville, NC 28472

Elizabethtown, NC 28337

Notice shall be effective upon the date of receipt by the intended recipient; Either party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Amendment. No Amendment to this Agreement shall be valid unless in writing and approved by the both parties.

Entirety of Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and 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.

The parties have caused this Agreement to be executed as of the date first stated in the beginning of this Agreement by authority duly granted by COLUMBUS COUNTY and BLADEN COUNTY.

(a) COLUMBUS COUNTY

BLADEN COUNTY

Eddie Madden, County Manager

Bladen County
Board of Commission Chair

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

Agenda Item #16: DSS – MONTHLY UPDATE – JANUARY 2024:

DSS Interim Director Dwella Hall gave the monthly update for January 2024.

MOTION:

Commissioner Watts made a motion to approve, seconded by Commissioner Smith. The motion unanimously passed.

HUMAN SERVICES BOARD REPORT**Dwella M. Hall, Program Manager-Interim Director****Vacancies/Updates/News for January, 2024****Intake/Investigation/Assessment:**

The Intake/Investigation/Assessment Unit continues to be fully staffed; however, 1 team member is on medical leave. This Unit continues to receive referrals involving substance abuse, domestic violence, and mental health issues, among other things. The after-hours positions continue to be fully staffed as well. They are continuing to assist the Foster Care unit with after hours' home visits. The After Hours Worker also completes all courtesies from other counties, occasional follow up contacts for the In- Home Services unit as well as completing CPS and APS intake referrals and responding accordingly. SWS McQueen attended the monthly CCPT (Community Child Protection Team) meeting and the MDT (Multi-Disciplinary Team) meeting. SWS McQueen also attended intervention meetings throughout the county at the area schools. Our Regional Child Welfare Consultant (RCWC) conducted a virtual meeting this month to review agency data, policy updates, and casework.

In-Home Services:

The In-Home Services Unit continues to be fully staffed. This unit has seen some decrease in their caseload size indicating more successful outcomes and families can remain together in the home. They are also continuing to assist the Foster Care unit until they are fully staffed. In-Home Services Supervisor Swindell-Thompson participated in 6 Child and Family Team Meetings this month as well as accompanied staff on 2 home visits for guidance and direction. Our Regional Child Welfare Consultant (RCWC) conducted a virtual meeting this month to review agency data, policy updates, and casework.

Foster Care/Permanency Planning:

The Foster Care Unit continues to have 3-vacancies. Interviews have been completed with recommendations to hire all three candidates. This unit has seen a tremendous amount of turnovers last year. There are currently 101 children in the custody of DSS. The number of children entering foster care has decreased since the early part of last year. We have been able to reunite more children with birth parents and or guardianship awarded to relatives. FC Supervisor Prevatte and staff are preparing for a IV-E audit in February. The CPS and In-Home Services units continue to assist Foster Care with case management duties, until staff can be hired and properly trained. Our Regional Child Welfare Consultant (RCWC) conducted a virtual meeting this month to review agency data, policy updates, and casework.

Transitional Unit:

The Transitional unit is fully staff. This unit continues to work caseloads while assisting the other Child Welfare Units as needed, particularly in the areas of courtesy requests from other counties, assisting with supervising visits and transporting children in custody. They are assist in making monthly contacts with the children in foster care. Foster Home Licensing continues to work on completing more licensures to help increase the number of foster homes in the county. We had 3 families to complete the MAPP training course and staff is working diligently to complete the required paperwork for licensure. Our Regional Child Welfare Consultant (RCWC) conducted a virtual meeting this month to review agency data, policy updates, and casework.

Adult Services: The Adult Services Unit continues to have 1 vacancy. The position will be reposted. We are excited to have the Supervisor to return from Medical leave. This unit continues to serve ages 18 and above, with protective services, persons under guardianship, and special assistance in-home case management. The guardianship cases continue to demand extensive time due to severe and persistent mental illness and the lack of resources for this population. Columbus County DSS currently has 27 wards in custody.

Work First Employment: This Unit continues to be fully staffed. The unit is open for in-person applications, telephone interviews continue for Work First applications, recertification's, short-term services and benefits. Certain documentation can be mailed to individuals that wish to apply and when received back the worker can conduct telephone interviews to complete that application. Workers are encouraged to make telephone contacts with clients at least every two weeks to offer support and resources to clients and to encourage program participation. This unit continues to have monthly meetings with the State Reps. The Regional Economic Consultant conducted an in person consultation to review agency data, policy updates, and casework.

Child Day Care: The Child Day Care Unit continues to be fully staffed. Day care slots within local day cares are limited at this time and many day cares are continuing to have a waiting list. The agency has eliminated the waiting list and able to continue to serve the public. The supervisor continues to ensure case transfers are received properly and sent in a timely manner. The unit processes applications, telephone interviews, and completes recertification's. The day care unit was audited by the State in November. The results will be sent to the agency in February, 2024.

Program Integrity: Program Integrity continues to be fully staffed. Repayment agreements are being collected. Staff continues to work towards cleaning up the backlog, establishing cases and repayment agreements, all while assisting with the Energy Programs.

Energy Assistance: CIP continues with the heating season which means helping with the primary source of heat for the home. Applications continue to be available on EPASS where applicants can complete and submit applications on-line, but continue to be available in our lobby for pick up and completion. Temporary workers are hired to assist with processing the influx of applications. Currently one temp worker and in-house staff person are processing applications as well as the Program Integrity staff are assisting as needed.

The Low Income Energy Assistance Program (LIEAP) is a federally-funded program that provides for a one-time vendor payment to help eligible households pay their heating bills. Households including a person aged 60 or older or disabled persons receiving services through the NC Division of Aging and Adult Services were eligible to sign up for assistance from Dec. 1 – 31. All other households are free to apply from Jan. 1 – March 31, 2024 or until funds are exhausted. Applications are available on EPASS or in the lobby for pick up and completion.

**Economic Services Narrative
Darlene Jenkins-Parks, Income Maintenance Administrator
Vacancies/Updates/News for January 2024**

Food & Nutrition Services Intake/Processing:

The FNS intake unit currently has (1) vacancy, this was a resignation as of 1/20/24.

The volume of FNS applications continues to increase. Everyone is working hard to keep the flow moving and to meet the deadlines.

Food Nutrition Services Review:

The FNS Review team has (3) vacancies, one of these vacancy was the resignation of (1) IMC II as of 1/20/24. We are actively seeking qualified candidates. The total number of re-certifications completed by these (7) IMS II's was 680 and processed 150 late re-certifications (these are re-certifications that the recipient turned their paperwork in late and the case had to processed like a new application).

Family & Children Medicaid Intake/Processing Unit:

The F & C Medicaid Intake/Processing unit is currently has (1) vacancy new MXP position. We have seen an average of 35-40 FFM, E-pass applications daily. The FFM applicants have decreased since the ending of open enrollment, however our volume of face to face applicants has increased.

Family & Children Medicaid Review Unit:

The F& C Medicaid Review unit has (2) caseworkers that joined our agency on 1/8/2024. We have (4) IMC II new positions for the MXP. This team has completed more than 1000 re-certifications during the month of January with the staff shortage and all the policy changes and additional program.

Adult Medicaid Intake/Processing Unit:

This unit is pleased to announce that we currently have **no** vacancies. It has been a very busy month with the addition of the MXP (Adult Medicaid Expansion) program.

Adult Medicaid Review Unit:

This unit is fully staffed, however the changes with the CCU (Continued Coverage Unwinding) and the additional MXP (Adult Medicaid Expansion) program has increased the workload.

Long Term Care, Community Alternative Program & Special Assistance Unit:

The LTC, CAP and SA Medicaid is fully staffed.

Non-Emergency Medicaid Transportation (NEMT) Unit:

The NEMT unit is fully staffed. The NEMT unit has seen an increase in phone calls and NEMT applications in reference to the new Medicaid expansion approvals.

Housekeeping Unit:

The Housekeeping unit is currently fully staffed. This staff has a daily routine throughout the day with sanitizing and keeping the agency clean.

Child Support Establishment Unit:

The Establishment unit has (2) agent vacancies and we are actively seeking qualified applicants. This unit prepared (41) cases for court action this month for establishment.

Child Support Enforcement Unit:

The Enforcement unit has (1) agent vacancy, This Unit prepared (188) cases for court action the month. The Enforcement unit continues to see client/non-custodial parents in office for case consultations and to attempt to resolve as many issues outside of court as possible. There was (124) Orders prepared for the Child Support department in the month of January.

Program Administrator Comments:

We are actively seeking qualified candidates for employment to fill these vacancies. The limited amount of qualified applicants has been our biggest challenge. The Medicaid Adult and F&C Intake units have seen an increase in applicants from all sources as a result of the new Medicaid expansion. The re-determination (ongoing) staff are challenged while trying to complete reviews on cases that had been extended while under the COVID waivers and could not be terminated. They are working on three months of reviews at once, which can be very challenging. They are required to hold cases for 90 days once closed to allow the recipient time to provide necessary information. If that information is received prior to the 90th day deadline the caseworker must complete the redetermination to determine if they are eligible, prior to COVID it was 30 days.

Monthly Administrative Update

For January, 2024

February 19th, 2024 Meeting

On January 3rd, 2024, I attended the Juvenile Crime Prevention Council (JCPC) monthly meeting.

January 4th I held my 1st agency staff meeting. I encouraged the staff that I had goals for the agency and how I plan to boost morale. Everyone seemed receptive to my suggestions and ideas. I also stated I wanted to hear from them, I encouraged them to let me know if they had any ideas they felt would help our agency as a whole. Therefore, I plan to purchase a suggestion box for staff to submit their ideas. Thus far, I have received numerous comments about the agencies new direction. We are excited about the changes that are coming.

January 10th I participated in the NCACDSS Advocacy (Hybrid) Monthly Committee Meeting. The discussion was centered around how each agency is handling Medicaid Expansion (MXP). Overall every county seems to be seeing the same challenges, an increase in applications, phone calls and walk ins.

On January, 11th I participated in the NCACDSS Executive Board Monthly Meeting (Hybrid). The discussion was centered around the new fiscal budget that will be rolling out shortly.

January, 17th, I participated virtually in the 100 County DSS Directors call. The overall meeting addressed Child Welfare updates and implementation of the redesigned Pre-Services Training for Child Welfare. This is the initial training every Social Worker must attend in order to fulfill training requirements.

On January 18th, I met with Syd Wiford, ACT Associates, LLC consultant for the Columbus County opioid settlement project. The next meeting will be held on March 13th, 2024. I'm looking forward to participating on this committee. We also discussed the upcoming opioid training to be held on March 26th from 10am-4pm at the County Administration Building.

January 19th I held my 1st Supervisory meeting and spoke with the supervisors about proper chain of command within the agency and my style of supervision.

I also spoke about nominating two employees every quarter; one from Economics and one from Services. We will recognize them for attendance, being a team player and their overall work ethics. The persons chosen will receive a certificate of appreciation, a gift card, free dress down on our dress down days for that quarter and their picture will be in the local newspaper with their permission. This is just one of the many ideas that we want to bring to our agency to show every employee that they are valued and appreciated.

January 24th -26th I attended the State Fiscal Budget training in Raleigh NC. The meeting was held for new Directors. This was a very informative training especially as I am approaching my 1st budget for the upcoming fiscal year.

On January 29th, Sound Side was here on site to install our new server. No issues or concerns were reported.

January 31st I met with the Policy Committee as we are revising the County policy. This meeting was most informative as well as a learning experience. I also attended the Employee Committee meeting as we are preparing for the upcoming Health Fair for our County.

Also, later that day I met with Mrs. Selena Rowell, Executive Director of Columbus County Smart Start Partnership for Children. Mrs. Rowell discussed the goals and objectives for my role as a board member. I will be a part of the Nominating Committee and I look forward to serving on this board.

January 2024

Human Services

Adult Services (APS)

APS Reports Accepted: 6
County Wards: 27
Number of Payee Cases: 9
Adults Served APS: 0

Children’s Protective Services (CPS)

Reports Accepted: 25
Reports Screened out: 30

Families Receiving In-Home Services: 30
Children Served: 49
Contacts with Families Monthly: 353
Assessments: 15

Foster Care

Foster Children in Foster Homes: 89
Children Placed Outside County: 41
Agency Adoptions: 0
Pending Adoptions: 11
Total Foster Homes Licensed: 8
Total Children in Foster Care: 101

Work First Employment (TANF)

Applications Taken: 37
Applications Approved: 13
Individuals Receiving Benefits: 144
Entered Employments: 3
Number in Non-Paid Work Experience: 0

January 2024

Human Services (continued)

Program Integrity

Collections for Fraud: \$4,344.23
New Referrals: 5
Cases Established: 0

Day Care

Children Receiving Day Care Assistance: 519
Children on the Waiting List: 0
Amount Spent on Day Care Services: \$310,970.00

January 2024

Economic Services

Food & Nutrition

Applications Taken: 258
Applications Approved: 249
Active Cases: 5,977
Benefits Issued: \$1,903,903.00
Participants Served: 11,726

Adult Medicaid

Applications Taken: 123
Cases Terminated: 100
Redeterminations: 309
Applications Processed: 190
Total Medicaid Cases: 14,929
Total Individuals Receiving: 22,553

Medicaid Transportation (NEMT)

Number of Medicaid Transportation Trips: 1676
Amount Requested for Reimbursement: \$40,290.67

Family & Children's Medicaid

Applications Taken: 849
Applications Processed: 405
Redeterminations: 1,911

Child Support

Absent Parents Located: 39
Orders Enforced: 1,000
Active Cases: 3,484
Collections: \$412,993.00

Respectfully Submitted,

Dwella M. Hall, Interim Director

Agenda Item #17: DSS – APPROVAL of the AMENDED DSS APPEALS POLICY:

DSS Interim Director Dwella Hall requested approval of the amended DSS Appeals Policy.

MOTION:

Commissioner Watts made a motion to approve, seconded by Commissioner Featherson. The motion unanimously passed.

COLUMBUS COUNTY DEPARTMENT OF SOCIAL SERVICES**APPEALS POLICY****ARTICLE III PURPOSE**

This policy provides appeal procedures for career status employees of the Columbus County Department of Social Services who have been demoted, suspended, dismissed or received a reduction in pay for disciplinary reasons. This policy also applies to employees who believe they have been discriminated against because of age, sex, race, color, national origin, religion, genetic information, political affiliation or disability.

No action involving a demotion, suspension, or dismissal is to be taken against any employee for disciplinary reasons until such action has been recommended to and approved by the Department Director or his/her designee, except when, in the judgment of the supervisor, immediate suspension is necessary. In no case will an employee be dismissed without approval of the Director and without the furnishing of a statement, in writing, setting forth in numerical order the specific acts or omissions that are the reasons for the disciplinary action and the employee's appeal rights.

ARTICLE IV PROCEDURE

The procedure will consist of the following steps:

STEP 1 – APPEAL TO DIRECTOR

In cases of involuntary separation or other adverse actions due to demotion, suspension, dismissal or discrimination, or any alleged action as described in PURPOSE above, a career status employee has the right to appeal to the Department Director. The appeal must be made in the form of a written request and must be received by the Director within 15 calendar days after demotion, suspension, dismissal, alleged discrimination, alleged unlawful harassment or discriminatory actions. The request must include the action(s) being appealed, reasons the action(s) are perceived to be wrong, unfair, or offensive and a proposed resolution or remedy. Upon receipt of the appeal, the Director will make arrangements for the employee to present his/her case, if the employee so desires. The Director will issue a decision within five working days and a written copy of this decision will be furnished immediately to all parties concerned.

STEP 2 – APPEAL TO THE OFFICE OF ADMINISTRATIVE HEARINGS

If the employee is not satisfied with a final agency decision or is unable to obtain a final agency decision within a reasonable length of time, he/she may file a written appeal to the Office of Administrative Hearings not later than thirty days after receipt of the final agency decision.

Procedure for Appeal of Decision

To appeal this Final Agency Decision, a request for a contested case hearing may be made in accordance with Chapter 150B, Article 3 and Chapter 126, Article 8 of the North Carolina General Statutes.

A Petition for a contested hearing must be filed with the Office of Administrative Hearings, in accordance with North Carolina General Statute 150B-23(a). In addition, a copy of the Petition and Certificate of Service form must be mailed, delivered to the registered agent for the Local Government Entity named on the Petition as Respondent.

To file a Petition with the Office of Administrative Hearings, the following directions must be followed.

STEP 1- REQUESTING THE FORM

Contact the Office of Administrative Hearings. Employee must request a Petition form be mailed or faxed or it may be obtained online at: www.ncoah.com. The Certificate of Service form and instructions are included on the bottom of the Petition form.

STEP 2 – COMPLETING THE FORM

Once the Petition and instructions are received, the top and bottom portions of the form must be completed.

STEP 3 – SUBMITTING THE COPIES

The original plus one copy of the Petition and Certificate of Service form must be received by the Office of Administrative Hearings within thirty (30) days after the final Agency Decision is received. If the Petition is not filed within this timeframe, the right to appeal may be lost.

A copy of the Petition and certificate of service must also be mailed, delivered or faxed to the registered agency of the Local Government Entity named on the Petition; failure to do so may result in the dismissal of the appeal.

STEP 4 – FILING FEE

The Office of Administrative Hearings charges a fee for each Petition filed. Employees must contact their office or visit their website at www.ncoah.com to obtain information regarding the amount of filing fee and accepted forms of payment.

The Office of Administrative Hearings has 180 days to make a decision after the case has commenced. All decisions made by the Office of Administrative Hearings are final and binding regardless of the issue.

Any further appeals from the Office of Administrative Hearings may be filed with the North Carolina Court of Appeals within thirty days from the receipt of the final decision.

Policy adopted by:

_____, Director, Columbus County Department of Social Services

_____, Chairman, Columbus County Commissioners

_____, Date

**Agenda ADD-ON #17a: SHERIFF’S OFFICE – BUDGET AMENDMENT:
MOTION:**

Commissioner Coleman made a motion to approve, seconded by Commissioner Floyd. The motion unanimously passed.

BUDGET AMENDMENT
Columbus County, NC

Name of Department: Sheriff's Office

Name of Capital Project (if applicable):

Agency Head Signature: Sheriff Rogers *W.A. Rogers*

Date Prepared: February 19, 2024 Date Received in Admin:

EXPENDITURE				Requested
Budget Code	Classification		Line Item	Increase or (Decrease)
Fund Dept. Object				
10 4310 535300	M/R Vehicles			200,000
10 4310 550000	Capital Outlay			623,638
10 4310 810000	Lease Vehicles			93,257
10 4310 539200	Uniforms			107,707
10 4310 550010	Non Capital Outlay			195,956
10 4310 532100	Telephones			160,277
10 4310 519001	Contracted Services			29,779
Total Net Expenditures				1,410,614

REVENUE				Requested
Budget Code	Classification		Line Item	Increase or (Decrease)
Fund Dept. Object				
10 3991 499101	Fund Balance Appropriated			1,360,612
10 3431 489000	Miscellaneous Revenue			50,000
Total Net Revenue				1,410,612

This budget revision has been approved by the Board of Columbus County Commissioners on: 2-19-24

Signature: *Ricky Bullard* Date: 2-19-24

Explanation of Increase or Decrease:

BUDGET AMENDMENT
Columbus County, NC

Name of Department: Sheriff's Office

Name of Capital Project (if applicable):

Agency Head Signature: Sheriff Rogers *W.A. Rogers*

Date Prepared: February 19, 2024 Date Received in Admin:

EXPENDITURE				Requested
Budget Code	Classification		Line Item	Increase or (Decrease)
Fund Dept. Object				
10 4320 519001	Contracted Services			165,526
10 4320 519301	Medical			459,765
10 4320 519907	Juvenile-special fee			160,800
10 4320 539200	Uniforms			15,000
10 4320 533000	Utilities			85,221
10 4320 536001	Departmental Supplies			10,000
Total Net Expenditures				896,312

REVENUE				Requested
Budget Code	Classification		Line Item	Increase or (Decrease)
Fund Dept. Object				
10 3991 499101	Fund Balance Appropriated			896,312
Total Net Revenue				896,312

This budget revision has been approved by the Board of Columbus County Commissioners on: 2-19-24

Signature: *Ricky Bullard* Date: 2-19-24

Explanation of Increase or Decrease:

RECESS REGULAR SESSION and enter into COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV AND V. MOTION:

At 7:10 P.M. a Motion was made by Commissioner Coleman and second by Commissioner Floyd to recess regular session and enter into Columbus County Water and Sewer Districts I, II, III, IV and V.

Agenda Item #18: WATER and SEWER DISTRICT II – APPROVAL of TASK ORDER #9 with GREEN ENGINEERING for WATER MAIN EXTENSION:

Assistant County Manager Gail Edwards requested approval of Task Order #9 with Green Engineering.

MOTION:

Commissioner Watts made a motion to approve, seconded by Commissioner Floyd. The motion unanimously passed.

TASK ORDER

This is Task Order No. Nine (9), consisting of 5 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated August 2, 2022 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- | | | |
|----|---------------------------------|--|
| a. | Effective Date of Task Order: | February 19, 2024 |
| b. | Owner: | Columbus County |
| c. | Engineer: | Green Engineering, PLLC |
| d. | Specific Project (title): | Columbus County Water District II

Lebanon Church Road Water Main Extension – Phase 2 |
| e. | Specific Project (description): | The scope of this project will include the extension of approximately 56,225 linear feet of 16-inch diameter water main along Lebanon Church Road from the intersection of Hwy 701 and Beaverdam Road to the District V elevated water tank located just north of the intersection of Lebanon Church Road and Hwy 904 (Swamp fox Hwy), the construction of two (2) water supply wells complete with on-site power generation and SCADA and the upgrade of the Hwy 701 Booster Pumping Station to 550 gallons per minute (GPM) to serve the rapid residential growth in the south-western portion of Columbus County. |

2. Services of Engineer

- Preparation of a Preliminary Engineering Report (PER), if required.
- Prepare construction drawings and contract documents / specifications for the ±56,000 linear feet of 16-inch and 12-inch diameter water main improvements.
- Prepare construction drawings and contract documents / specifications for the two (2) water supply wells to include all electrical and SCADA.

- Prepare construction drawings and contract documents / specifications for the proposed upgrades to the Hwy 701 Water Booster Pump Station to include all electrical and SCADA.
- Obtain all regulatory permits required to construct the project including, but not limited to, the following:
 - Application for Approval of Engineering Plans and Specifications for Water Supply Systems (for water mains, wells and the Hwy 701 Booster Pump Station).
 - NCDOT Encroachment Agreement (for construction of the proposed improvements within the NCDOT rights of way).
 - NCDOT Driveway Permits (for the two (2) wells).
 - Sedimentation / Erosion Control Permit.
- Perform Project Bidding services to include attending Pre-Bid Meeting(s), prepare all Request for Information (RFI's), prepare all Addendums, attend Bid Opening(s) and make Recommendation of Award to County on Lowest Responsible Bidder(s). it is anticipated that this project will be Bid in at least two (2) separate Contracts.
- Provide Grant Funding and Construction Administration Services to include, at a minimum, the following:
 - Assist the County with the execution of Construction Contracts with the selected Contractors.
 - Review of all project material and equipment submittals / shop drawings.
 - Review and approve all Partial Payment Requests submitted by the Contractors.
 - Assist the County with all reimbursement requests.
 - Attend all Monthly Progress Meetings and provide Minutes for all meetings.
 - Respond to Contractors Request for Information during construction.
 - Provide all Engineer's Certifications once work is completed and the system is operational.
 - Provide County with reports as required by Funding Agency, County will submit to Funding Agency after review.
 - Assist the County with all project close-out documents.
- Provide Construction Observation Services to include, at a minimum, the following:
 - Coordinate and attend Pre-Construction Conference.
 - Shop drawing review.
 - Provide full-time construction observation services.
 - Provide responses to Requests for Information (RFI's) from the Contractor.
 - Review, verify quantities and process contractor's Monthly Partial Payment Estimates.
 - Monitor contractor for compliance with Labor Standards when required by the Owner or funding agency.
 - Review request for change orders and make recommendations for approval/disapproval.
 - Provide start-up services and prepare operation and maintenance manuals (O&M) for the project's mechanical components. (Two water supply wells and the Hwy 701 Booster Pump Station).
 - Certify all completed work.
 - Provide the County with a complete set of As-built Drawings and O&M Manuals (digital and hard copy) where applicable.

3. County's Responsibilities

Owner shall have those responsibilities as set forth in the Agreement between Owner and Engineer for Professional Services dated August 2, 2022.

4. Time of Completion

- Project Design Six (6) Months
- Permitting Three (3) Months
- Bid / Award Two (2) Months
- Project Construction Twelve (12) Months
- Project close-Out Two (2) Months

5. Payments to Engineer

Owner shall pay Engineer for services rendered under this Task Order as follows:

- Design, Permitting & Bid Services \$1,033,452.00
- Project Administration / Funding Services \$ 459,235.00
- Construction Observation Services \$ 393,630.00

A. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

B. Consultants retained as of the Effective Date of this Task Order:

- 6. Other Modifications to Agreement and Exhibits: N/A
- 7. Attachments: N/A
- 8. Other Documents Incorporated by Reference:
- 9. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is February 19, 2024.

OWNER: Columbus County

ENGINEER: Green Engineering, PLLC

By: _____

By: _____

Print Name: Edwin H. Madden, Jr.

Print Name: E. Leo Green, Jr., P.E.

Title: County Manager

Title: Managing Member

Engineer License or Firm's Certificate No. (if required): P-0115

State of: North Carolina

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Gail Edwards

Name: E. Leo Green, Jr.

Title: Assistant County Manager

Title: Managing Member

Address: 127 W. Webster Street,
Whiteville, North Carolina 28472

Address: 303 Goldsboro Street E.,
Wilson North Carolina 27893

E-Mail Address: gedwards@columbusco.org

E-Mail Address: elg@greeneng.com

Phone: 910-640-6630

Phone: 252-237-5365

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

Columbus County Finance Officer

Agenda Item #19: WATER and SEWER DISTRICT IV – APPROVAL of TASK ORDER #10 with GREEN ENGINEERING for SEWER LINE EXTENSION to ACME DELCO SCHOOL;

Economic Development and Planning Director Gary Lanier requested approval of Task Order #10 for a sewer line extension.

MOTION:

Vice Chairman Byrd made a motion to approve, seconded by Commissioner Smith. The motion unanimously passed.

TASK ORDER

This is Task Order No. Ten (10), consisting of 5 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated August 2, 2022 ("Agreement"), Owner and Engineer agree as follows:

10. Background Data

- a. Effective Date of Task Order:
- b. Owner: Columbus County
- c. Engineer: Green Engineering, PLLC
- d. Specific Project (title): Columbus County 8-Inch Diameter Force Main Extension Along Highway 74/76 from Acme-Delco Middle School to the Existing Brunswick County Sewer Pump Station Across Highway 74/76 from the International Logistics Park.
- e. Specific Project (description): The scope of this work will include the planning, design, permitting, bidding, construction administration and observation of the installation of approximately 10,800 linear feet of 8 – inch diameter sanitary sewer force main.

11. Services of Engineer

- Preparation of a Preliminary Engineering Report (PER), if required.
- Prepare Construction Drawings and Contract Documents / Specifications for the ±10,800 linear feet of 8-inch diameter wastewater force main improvements.
- Obtain all regulatory permits required to construct the project including, but not limited to, the following:
 - Fast Track Sewer System Extension Application for Force Main.
 - NCDOT Encroachment Agreement (for construction of the proposed improvements within the NCDOT rights of way).
 - Sedimentation / Erosion Control Permit.

- Perform Project Bidding services to include attending Pre-Bid Meeting(s), prepare all Request for Information (RFI's), prepare all Addendums, attend Bid Opening(s) and make Recommendation of Award to County on Lowest Responsible Bidder(s).

- Provide Construction Administration Services to include, at a minimum, the following:
 - Assist the County with the execution of Construction Contracts with the selected Contractor.
 - Review of all project material and equipment submittals / shop drawings.
 - Review and approve all Partial Payment Requests submitted by the Contractors.
 - Assist the County with all reimbursement requests.
 - Attend all Monthly Progress Meetings and provide Minutes for all meetings.
 - Respond to Contractors Request for Information during construction.
 - Provide all Engineer's Certifications once work is completed and the system is operational.
 - Assist the County with all project close-out documents.

- Provide Construction Observation Services to include, at a minimum, the following:
 - Coordinate and attend Pre-Construction Conference.
 - Shop drawing review.
 - Provide construction observation services.
 - Provide responses to Requests for Information (RFI's) from the Contractor.
 - Review, verify quantities and process contractor's Monthly Partial Payment Estimates.
 - Monitor contractor for compliance with Labor Standards when required by the Owner or funding agency.
 - Review request for Change Orders and make recommendations for approval/disapproval.
 - Provide start-up services and prepare operation and maintenance manuals (O&M) for the project's mechanical components.
 - Certify all completed work.
 - Provide the County with a complete set of As-built Drawings and O&M Manuals (digital and hard copy) where applicable.

12. County's Responsibilities

Owner shall have those responsibilities as set forth in the "Agreement between Owner and Engineer for Professional Services" dated August 2, 2022.

13. Time of Completion

- | | |
|------------------------|----------------|
| ● Project Design | Two (2) Months |
| ● Permitting | Two (2) Months |
| ● Bid / Award | Two (2) Months |
| ● Project Construction | Six (6) Months |
| ● Project close-Out | One (2) Months |

14. Payments to Engineer

Owner shall pay Engineer for services rendered under this Task Order as follows:

- Design, Permitting & Bid Services \$66,420.00
- Project Administration / Funding Services \$13,500.00
- Construction Observation Services \$40,650.00

C. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

D. Consultants retained as of the Effective Date of this Task Order:

15. Other Modifications to Agreement and Exhibits: N/A

16. Attachments: N/A

17. Other Documents Incorporated by Reference:

18. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner

The Effective Date of this Task Order is _____.

OWNER: Columbus County

ENGINEER: Green Engineering, PLLC

By: _____

By: _____

Print Name: Edwin H. Madden, Jr.

Print Name: E. Leo Green, Jr., P.E.

Title: County Manager

Title: Managing Member

This instrument has been preaudited in the Manner Required by the Local Government and Fiscal Control Act.

Engineer License or Firm's Certificate No. (if required): P-0115

State of: North Carolina _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Gail Edwards _____

Name: E. Leo Green, Jr. _____

Title: Assistant County Manager _____

Title: Managing Member _____

Address: 127 W. Webster Street, Whiteville, North Carolina 28472 _____

Address: 303 Goldsboro Street E., Wilson North Carolina 27893 _____

E-Mail Address: gedwards@columbusco.org _____

E-Mail Address: elg@greeneng.com _____

Phone: 910-640-6630 _____

Phone: 252-237-5365 _____

ADJOURN COMBINATION MEETING of COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV AND V BOARD MEETING

MOTION:

Commissioner Watts made a motion to adjourn, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #20: COMMENTS:

A. Board of Commissioners

Commissioner Smith commented:

- When I first joined the board the main things I worried about was education and law enforcement.
- I am happy about the new school that is going to be built on the eastern end of the county.
- I would like to thank the Sheriff for everything he does and the office, we will work with you as long as you protect us.

Commissioner Floyd commented:

- I am also thankful for the new school being built.
- The new fire tower is going to be great for this county and I enjoyed that this weekend.
- Thank you to everyone for what you do for this county.

Commissioner Featherson commented:

- I would like to thank Dr. English for the fire tower ribbon cutting this weekend, I enjoyed that.
- Thank you to Natasha Dyson for her hard work and the girls for the championship they won.

Commissioner Coleman commented:

- I would like to echo what Commissioner Featherson said about the West Columbus Cheerleaders
- I have never doubted the county, I love Columbus County and the people in it
- Southeastern Community College, Columbus County Public Schools, and Whiteville City Schools do an outstanding job.
- Thank you all for what you do

Vice Chairman Byrd commented:

- I definitely want to emphasize, Dr. English, the importance of the tower, years back we had set aside a portion of land and then it never happened but you made it happen.
- I would like to address the situation at the Hallsboro Baptist Church, I do not think the dirt is going to work, it may take some gravel or some kind of mat because of those trucks keep driving there while doing road work.
- We approved this \$1.4-Million for the Sheriff's Office and the \$896,000 and this is something we got to do to keep the department going, these funds are needed. These cars have to be replaced and I never agreed with leasing through Enterprise was the way to go anyhow. So these things had to be paid
- But you know we are going to come in with another Budget Amendment when the Clerk's Office moves to the Historic Courthouse and those kind of expenses are something we do not need to put on the taxpayers, the Clerk has a fine office as they are in the county and he needs to stay in it. We do not

need to spend all that money, I see here where we need another \$500,00 for courthouse safety, that has always been a problem carrying the court jackets from one place to another. I feel like that money could be spent in many other places within the county for better purposes and to do a better service.

Commissioner Watts Commented:

- I also would like to commend the schools for what they are doing and Dr. English and Southeastern Community College especially, it seems like every time I look at my email there is another ribbon cutting and that is a good thing.
- Also, the Senior Center for Tabor City, I know we had planned on that and I have had quite a few people call me and ask about it. Do you have land picked out, building, area? Where are we with that?

County Manager Eddie Madden stated that we have not received the official grant agreement for the funding yet so we cannot start any work or make any moves until we get that. When we do we enter into the agreement and then we fill out what is called a scope of work and that will determine what phases of the project will start and when. As soon as we get that in, we will start.

Commissioner Watts responded that he had quite a few senior citizens that are ready and calling me because they are ready.

County Manager Eddie Madden responded by saying that there is an architect already working on the plans for the building so there is some behind the scenes work going on for it.

Chairman Bullard commented:

- I just like to say I appreciate the things everyone is doing. Dr. English you are doing well at Southeastern and I am sure that Mr. Edmund will help you keep in line.
- I enjoyed Saturday at the Fire Tower it was very nice.
- We have quite a few things that Mr. Madden is doing here in Columbus County and I am excited about it including the Courthouse. Sheriff Rogers we appreciate what you and your guys are doing.
- I've said since about 4 or 5 years ago that good things are happening in Columbus County and prayers are being answered. Continue to pray for good things.

B. County Manager

County Manager Eddie Madden commented:

A couple things:

- I enjoyed the ceremony on Saturday, I appreciate the partnership we have with Southeastern, it is a pleasure working with Dr. English and the board of trustees. They also dedicated a new fire truck there for training
- February 28th, the annual budget retreat, March 19th for the school systems FY 24-25
- The QRV that Vice Chairman Byrd donated is going to be much appreciated in that area
- Focus Broadband called about an expansion of fiber optic service to the Delco community

- Commend the board for expanding the sewer line extension in the Delco area that will increase the value of the Acme Delco School
- Interlocal Government meeting next Monday in Tabor City
- I saw the governors pledge to secure 1 million acres for environmental protection purposes in our state, and some sound as if they are here, so, we need to keep an eye on that. Once that land is determined to be under environmental protection, then it becomes a habitat and makes that area un taxable and could possibly have a significant impact to our county.

Agenda Item #21: ADJOURNMENT:

MOTION:

At 7:27 P.M., Commissioner Smith made a motion to adjourn; seconded by Commissioner Floyd The motion unanimously passed.

JANA NEALEY, Clerk to the Board

RICKY BULLARD, Chairman