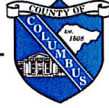


COLUMBUS COUNTY BOARD OF COMMISSIONERS

**127 W. Webster St
Whiteville, NC 28472**



AGENDA

Monday, October 20, 2025

5:30 P.M. Closed Session

6:30 P.M. – Regular Session

1. **Meeting Called to Order:** Chairman Lavern Coleman

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, and N.C.G.S. § 143-318.11(A)(5) REAL ESTATE

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, and N.C.G.S. § 143-318.11(A)(5) Real Estate**

RECESS CLOSED SESSION and enter into REGULAR SESSION

GENERAL ACCOUNT:

Regular Session Resumes at 6:30 P.M.

3. **Invocation:** Commissioner Ricky Bullard
4. **Pledge of Allegiance:** Commissioner Scott Floyd

PUBLIC HEARING - 6:30 PM or as soon as can be heard: Regarding the Amended Noise Ordinance

5. Approval of Agenda

6. Board Minutes Approval:

a. October 6, 2025 Regular Session

Board Minutes Section

b. Public Input

- 7. Attorney's Office – Approval of the Amended Noise Ordinance:** Interim County Attorney Misty Jorgensen is requesting approval of the amended noise ordinance to include Section 1a. This action item is associated with the previously held public hearing. **(Misty Jorgensen will be available for any questions the commissioners may have.)** **Pages: 1-2**
- 8. Planning Department – Approval to Establish the Coleman Tract as a Planned Unit Development Zoning District Located on Dothan Road, Tabor City, NC:** Planning Director Kelsey Hammond is requesting approval to establish the Coleman Tract as a Planned Unit Development Zoning District (PUD) Located on Dothan Road, Tabor City, NC. The required public hearing was held on August 18, 2025. **(Kelsey Hammond will be available for any questions the commissioners may have.)** **Pages: 3-6**
- 9. Planning Department – Approval to Establish a Public Hearing regarding the Amended Cell Tower Ordinance to Impose Setbacks, Height Limits, and Other Restrictions:** Planning Director Kelsey Hammond is requesting approval to establish a public hearing on Monday, November 3, 2025 at 6:30 P.M., or as soon as can be heard, regarding the amended cell tower ordinance to impose setbacks, limit heights, and other restrictions. **(Kelsey Hammond will be available for any questions the commissioners may have.)** **Pages: 7-8**
- 10. Transportation - Approval of the Rural Operating Assistance Program (ROAP) Grant Application for FY26:** Transportation Director Joy Jacobs is requesting approval of the Rural Operating Assistance Program (ROAP) grant application for FY26. The required public hearing was held on September 15, 2025. **(Joy Jacobs will be available for any questions the commissioners may have.)** **Pages: 9-11**
- 11. Airport – Approval to Accept the State Aid to Airports Block Grant, the Grant Agreement, and the Project Ordinance Associated:** Airport Director Phil Edwards is requesting acceptance of the State Aid to Airports Block Grant for the Automated Weather Observation System (AWOS), the grant agreement and the associated project ordinance. The grant is in the amount of \$429,939 which requires a 5% match in the amount of \$21,496.95 which will be paid using the Transportation Reserve Direct Funding (TRDF) allocation. **(Phil Edwards will be available for any questions the commissioners may have.)** **Pages: 12-46**
- 12. Solid Waste – Approval of the Low Bid from Johnson Equipment Company to Purchase an Excavator and Equipment Trailer and the Requisition Associated:** Solid Waste Director Harold Nobles is requesting approval of the low bid from Johnson Equipment Company in the amount of \$73,420, approval to purchase, and the requisition

associated. Funds for this equipment was pre-budgeted in the FY26 Solid Waste Budget.
(Harold Nobles will be available for any questions the commissioners may have.)

Pages: 47-53

- 13. DSS – Approval of the Salary Adjustment:** DSS Director Dwella Hall is requesting approval to reallocate a total of \$1,539.66 in unused salary funds to increase compensation to the promoted employee annual salary from Income Maintenance Supervisor II to the Income Maintenance Administrator I position. (Dwella Hall will be available for any questions the commissioners may have.)

Pages: 54-55

- 14. DSS – Monthly Report for September 2025:** DSS Director Dwella Hall will present the DSS monthly report for September 2025. (Dwella Hall will be available for any questions the commissioners may have.)

Pages: 56-66

- 15. Finance – Approval of the Budget Amendments, Project Ordinances Departmental Requisitions and Salary Adjustment:** Finance Director Heather Woody is requesting approval of the following budget amendments, project ordinances departmental requisitions and salary adjustment:

- a. State Health Plan Insurance Surcharge – Fund 10 (\$589,603)
- b. State Health Plan Insurance Surcharge – Fund 40 (\$2,598)
- c. State Health Plan Insurance Surcharge – Fund 50 (\$4,409)
- d. State Health Plan Insurance Surcharge – Fund 60 (\$3,180)
- e. State Health Plan Insurance Surcharge – Fund 61 (\$3,180)
- f. State Health Plan Insurance Surcharge – Fund 62 (\$3,180)
- g. State Health Plan Insurance Surcharge – Fund 63 (\$3,180)
- h. State Health Plan Insurance Surcharge – Fund 64 (\$3,180)
- i. State Health Plan Insurance Surcharge – Fund 68 (\$1,595)
- j. State Health Plan Insurance Surcharge – Fund 69 (\$9,110)
- k. Opioid Settlement Amended Resolution – Fund 40 (\$192,786)
- l. Recreation MLS GO Play Fund Grant – Fund 10 (\$8,000)
- m. Airport Grant - Project Ordinance
- n. Departmental Requisitions
- o. Departmental Salary Adjustment

Pages: 67-85

- 16. Appointments/Re-Appointments/Replacements:** Staff is requesting appointments, re-appointments or replacements to the following boards, committees and councils.

Legend: EB = Entire Board
Listed Zone # = Individual Commissioner

Zone I:	Barbara Featherson	Zone V:	Brent Watts
Zone II:	Chris Smith	Zone VI:	Ricky Bullard
Zone III:	Giles E. Byrd	Zone VII:	Scott Floyd
Zone IV:	Lavern Coleman		

COMMITTEE	DIST/ EB	PERSON(S)	EXP. DATE
-----------	-------------	-----------	--------------

Aging Advisory Council	II	VACANT	
Aging Advisory Council	VI	Mitch Nance (RESIGNED)	6/30/2025
Trillium Southern Regional Advisory Board	EB	Jerome McMillian *(citizen appointment)	6/30/2025

NOTE* Trillium Southern Regional Advisory Board requires 1 commissioner appointee and 1 citizen appointee. Commissioner Feathersen was appointed 10.6.025, therefore; 1 citizen appointment is required*

RECESS REGULAR SESSION and enter into COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV and V BOARD MEETING

17. Water and Sewer Districts I, II, III, IV, and V Combination Minutes:

a. October 6, 2025 Regular Session

Board Minutes Section

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

18. Comments: Commissioners and County Manager.

19. Adjournment

Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board
127 W. Webster St.
Whiteville, NC 28472
Phone# 910-640-6640
jana.nealey@columbusco.org

Date of Request

10/7/2025

Board Meeting Date Requested

10/20/2025

Short Title

Attorney's Office – Approval of the Amended Noise Ordinance:

Background

Interim County Attorney Misty Jorgensen is requesting approval of the amended noise ordinance to include Section 1a. This action item is associated with the previously held public hearing.

Specific Action Requested

Interim County Attorney Misty Jorgensen is requesting approval of the amended noise ordinance to include Section 1a. This action item is associated with the previously held public hearing.

Supporting Backup Documents

10.6.25 text amendment chap 8.docx

Requested by

Misty Jorgensen

Department

Attorney's Office

Title

Interim County Attorney

Email

mjorgensen@columbusco.org

Clerk Signature

Date Received

Board Chair/County Manager

Approved by Board

☐ Yes ☐ No ☐ Pending

A TEXT AMENDMENT

TO AMEND THE NOISE AND WATERSHED PROTECTION ORDINANCE OF COLUMBUS COUNTY, NC, ALSO KNOWN AS CHAPTER 8, PART 1 – NOISE, SECTION 1 PROHIBITED

WHEREAS, the Board of Commissioners wishes to amend the Noise and Watershed Protection Ordinance of Columbus County and the Code of Ordinances to clarify that a noise violation may be determined without requiring a decibel measurement; and

WHEREAS, the Board of Commissioners finds that this amendment promotes the health, safety, and general welfare of the citizens of Columbus County by providing clearer enforcement standards for unreasonably loud and disturbing noises; and

THEREFORE, CHAPTER 8, PART 1 – NOISE, SECTION 1 PROHIBITED is hereby amended to add the following new section:

Section 1A. Determination of Violation Without Decibel Measurement

It is not necessary for a noise to be measured in decibels to establish a violation of this ordinance. A violation may be determined based on the character, intensity, duration, repetition, or plainly audible nature of the sound, including whether the noise unreasonably disturbs, disrupts, injures, or endangers the comfort, health, safety, or welfare of others, as described in Section 1. The determination may be made by direct observation of a law enforcement officer, Noise Control Officer, or other official authorized to enforce this ordinance.

This amendment shall become effective upon adoption. Adopted this _____ day of _____, 2025.

ATTESTED BY:

Lavern Coleman, Chairman

JANA NEALEY, Clerk to Board

Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board
127 W. Webster St.
Whiteville, NC 28472
Phone# 910-640-6640
jana.nealey@columbusco.org

Date of Request

10/14/2025

Board Meeting Date Requested

10/20/2025

Short Title

Planning Department – Approval to Establish the Coleman Tract as a Planned Unit Development Zoning District Located on Dothan Road, Tabor City, NC

Background

Public hearing on Coleman Tract occurred on August 18, 2025(see attached drive-download docs). Coleman Tract Workshop occurred on October 6, 2025 (see attached One Drive docs).

Specific Action Requested

Planning Director Kelsey Hammond is requesting approval to establish the Coleman Tract as a Planned Unit Development Zoning District, located on Dothan Rd., Tabor City. This action item is associated with the previously held public hearing and workshop.

Supporting Backup Documents

24167 Coleman Tract CM Setback Letter 2025-10-14.pdf

OneDrive_1_10-14-2025.zip

drive-download-20251014T194542Z-1-001.zip

24167 Coleman Tract PD - Topographic Survey.pdf

Requested by

Kelsey Hammond

Department

Planning

Title

Planning Director

Email

kelsey.hammond@columbusco.org

Clerk Signature

Date Received

October 14th, 2025

Columbus County Planning
306 South Madison Street
Whiteville, NC 28472

Re: Coleman Tract Planned Development District

At the request of the County Commissioners the residential building side setbacks within the Coleman Tract Planned Development District have been increased from 5 feet to 7.5 feet. The increased side yard setback can be found within the current Planned Development District document under 'Lot Criteria Development Summary'.

Feel free to reach out to me if you have any questions or concerns.

Best Regards,



Philip T. Hornbeck, P.E., P.L.S.



(843) 839-3350



office@drqpllc.com
www.drqpllc.com



4703 Oleander Drive
Myrtle Beach, SC 29577



- 5



Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board
127 W. Webster St.
Whiteville, NC 28472
Phone# 910-640-6640
jana.nealey@columbusco.org

Date of Request

10/7/2025

Board Meeting Date Requested

10/20/2025

Short Title

Planning Department – Approval to Establish a Public Hearing regarding the Amended Cell Tower Ordinance to Impose Setbacks, Height Limits, and Other Restrictions:

Background

Planning Director Kelsey Hammond is requesting approval to establish a public hearing on Monday, November 3, 2025 at 6:30 P.M., or as soon as can be heard, regarding the amended cell tower ordinance to impose setbacks, limit heights, and other restrictions.

Specific Action Requested

Planning Director Kelsey Hammond is requesting approval to establish a public hearing on Monday, November 3, 2025 at 6:30 P.M., or as soon as can be heard, regarding the amended cell tower ordinance to impose setbacks, limit heights, and other restrictions.

Supporting Backup Documents

cell backup.docx

Requested by

Kelsey Hammond

Department

Planning

Title

Director

Email

kelsey.hammond@columbusco.org

Clerk Signature

Date Received

Board Chair/County Manager

Approved by Board

☐ Yes ☐ No ☐ Pending

Planning Department – Approval to Establish a Public Hearing regarding the Amended Cell Tower Ordinance to Impose Setbacks, Height Limits, and Other Restrictions:

Planning Director Kelsey Hammond is requesting approval to establish a public hearing on Monday, November 3, 2025 at 6:30 P.M., or as soon as can be heard, regarding the amended cell tower ordinance to impose setbacks, limit heights, and other restrictions.

- A handout will be provided at the meeting with suggested amendments

Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board
127 W. Webster St.
Whiteville, NC 28472
Phone# 910-640-6640
jana.nealey@columbusco.org

Date of Request

10/7/2025

Board Meeting Date Requested

10/20/2025

Short Title

Approval of our Rural Operating Assistance Program (ROAP) grant application for FY26.

Background

This is the application for the ROAP funding for FY26. These funds actually help to pay for the transports we do for our passengers. Our total allotted amount for this year is \$186,746. These funds will be sent in 2 disbursements from NCDOT, the first coming around mid-November.

Specific Action Requested

Approval of our FY26 ROAP application and the signing of the related documentation.

Supporting Backup Documents

FY26 County ROAP Certified Statement 09-29-25.doc

FY26 ROAP Application 10-07-25.docx

Requested by

Joy Jacobs

Department

Transportation

Title

Director

Email

joy.jacobs@columbusco.org

Clerk Signature**Date Received****Board Chair/County Manager****Approved by Board**

☐ Yes ☐ No ☐ Pending

CERTIFIED STATEMENT
FY2026
RURAL OPERATING ASSISTANCE PROGRAM
County of Columbus

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

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

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

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

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

WHEREAS, the period of performance for these funds will be July 1, 2025 to June 30, 2026 regardless of the date on which ROAP funds are disbursed to the county.

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

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low-income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality, and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.
- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.

Revised 09-29-25

- The county will notify the Regional Grant Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in monthly reports to NCDOT – Integrated Mobility Division or its designee. **Back-up documentation is required to support the monthly reports, failure to provide documentation will affect future disbursements. The June report will be considered the annual report.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amount of FY2026 Rural Operating Assistance Program funds: *The total amount of allocated funds are identified in the Total Disbursement (columns L-O) on the allocation table. The amount of requested funds cannot exceed the amount of allocated (disbursed) funds listed in the application table. Funds are allowed to be transferred to ROAP programs as needed, according to transfer criteria. Transfers must be recorded in the monthly ROAP report in the month transferred.

State Funded Rural Operating Assistance Program	Allocated (Disbursed)	Requested
Elderly and Disabled Transportation Assistance Program (EDTAP)	<u>\$82,825</u>	<u>\$82,825</u>
Employment Transportation Assistance Program (EMPL)	<u>\$12,531</u>	<u>\$12,531</u>
Rural General Public Program (RGP)	<u>\$91,390</u>	<u>\$91,390</u>
TOTAL	<u>\$186,746</u>	<u>\$186,746</u>

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

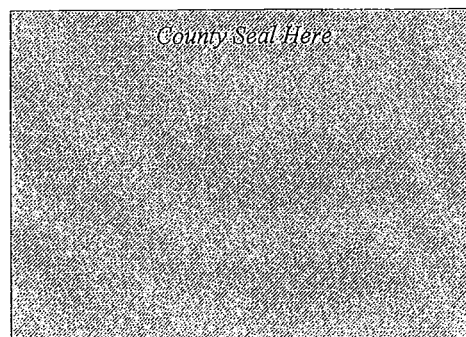
Signature of County Manager/Administrator

Signature of County Finance Officer

Printed Name of County Manager/Administrator

Printed Name of County Finance Officer

State of North Carolina County of



Revised 09-29-25

Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board
127 W. Webster St.
Whiteville, NC 28472
Phone# 910-640-6640
jana.nealey@columbusco.org

Date of Request

10/12/2025

Board Meeting Date Requested

10/20/2025

Short Title

Airport Grant Agreement
36237.53.20.1

Background

Attached you will find a grant agreement between the NCDOT and Columbus County. The grant funds being received are in the amount of \$429,939 which requires a 5% match in the amount of \$21,496.95 which will be paid using the TRDF funds. Total amount of the grant and TRDF funds is \$445,199. No local matching funds are required.

Specific Action Requested

Approve grant.
No local Match to county.

Supporting Backup Documents

GRANT AGREEMENT_Unsigned.pdf

Requested by

Phil Edwards

Department

Airport

Title

Airport Director

Email

pedwards@columbusco.org

Clerk Signature**Date Received****Board Chair/County Manager****Approved by Board**

☐ Yes ☐ No ☐ Pending



DIVISION OF
AVIATION

GRANT AGREEMENT

STATE AID TO AIRPORTS BLOCK GRANT
BETWEEN
THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA
AND
COLUMBUS COUNTY

AIRPORT: COLUMBUS COUNTY
REGIONAL
UEI: V1UAJ4L87WQ7
PROJECT NO: 36237.53.20.1

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and COLUMBUS COUNTY, the public agency owning the COLUMBUS COUNTY REGIONAL AIRPORT (hereinafter referred to as "Sponsor").

This agreement shall be effective on _____ and shall terminate on MAY 1, 2029, with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the project's Request for Aid (RFA) Application are authorized.

WITNESSETH

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Infrastructure Grant Funds in North Carolina under the provisions of the *FAA Reauthorization Act of 2024*;

WHEREAS, the Department has approved a grant award to the Sponsor under the State Block Grant Program for Airport Infrastructure Grant funds.

WHEREAS, the Sponsor has made a formal application dated SEPTEMBER 29, 2025, to the Department for Airport Infrastructure Grant funds for the COLUMBUS COUNTY REGIONAL AIRPORT; and

WHEREAS, a grant in the amount of \$429,939 not to exceed 95 percent of the federal share of the final, eligible project costs of \$445,199 has been approved subject to the conditions and limitations herein; and

WHEREAS, the Airport Infrastructure Grant funds will be used for the following approved project:

SITE PREP TO INSTALL NEW AWOS (CON/CA/RPR)

NOW THEREFORE, the Sponsor and the Division of Aviation ("Division") do mutually hereby agree as follows:

1) Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Division, except that an extension of time and/or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

2) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Agreement.

3) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant funds received in the event of a material breach of the Sponsor's Assurances or this Agreement.

4) The Sponsor agrees to adhere to the standards and procedures contained in the *North Carolina Airports Program Guidance Handbook*, the *Federal Assurances and Certifications*, and *Federal Special Conditions*, if applicable.

APPENDIX A6.4.1
TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

APPENDIX A6.4.2

TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

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

APPENDIX A6.4.3
TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

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

(HABENDUM CLAUSE)

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

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

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

APPENDIX A6.4.4
TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances:

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

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

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

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

APPENDIX A6.4.5

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

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances.

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

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

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

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

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

DATE: _____

AUTHORIZED SIGNATURE FOR SPONSOR

(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

AUTHORIZED SIGNATURE FOR CO-SPONSOR (if required)

(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval from the Department prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

A-9. The Sponsor is responsible for maintaining an active System for Award Management (SAM) Registration and Unique Entity Identifier (UEI) Number and ensuring that all SAM/UEI information is current throughout the lifecycle of this Agreement, in accordance with 2 CFR 25.200(a)(2). If SAM/UEI information becomes inactive, expired, or incorrect, the Sponsor shall not be able to do any grant related business with the FAA, including the obligation and/or payment of Federal grant funds, and FAA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

A-10. The Sponsor is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or company-rented vehicles, or government owned, leased, or rented vehicles, or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, February 2, 2010). This includes, but is not limited to, the Sponsor: (1) considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving; (2) conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and (3) encouraging voluntary compliance with the agency’s text messaging policy while off duty. The Sponsor is encouraged to insert the substance of this clause in all contracts.

A-11. Trafficking in Persons.

- a. Posting of contact information.
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. Provision applicable to a recipient other than a private entity. We as the awarding agency may unilaterally terminate this Agreement, without penalty, if a subrecipient that is a private entity –
 1. Is determined to have violated an applicable prohibition in paragraph (a) of this assurance; or
 2. Has an employee who is determined by the agency official authorized to terminate the Agreement to have violated an applicable prohibition in paragraph (a) of this assurance through conduct that is either –
 - i. Associated with performance under this Agreement; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. Provisions applicable to any recipient.
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this assurance.
 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this assurance:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Agreement.
 3. You must include the requirements of paragraph (a) of this assurance in any subgrant you make to a private entity.
- d. Definitions. For purposes of this assurance:
 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Agreement; or

- ii. Another person engaged in the performance of the project or program under this Agreement and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - 1. A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - 2. A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

A-12. Employee Protection from Reprisals.

- a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a State, Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Division prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Grant Execution and Notice to Proceed" for undertaking the project. All plans (and alternate) shall be supported by the engineer's report. A list of deliverables from the Sponsor to the Division will be communicated with the Airport Project Manager.

B-2. Bids will be taken in accordance with G.S. § 143-129 and all applicable NCDOT policies. The Department will approve or reject the Sponsor's request to employ a specific contractor. Sponsor will be directly notified of approval. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-3. Unless otherwise approved by the Division, the Sponsor shall not commence construction or award construction contracts on the project until a "Grant Execution and Notice to Proceed" is provided by the Division.

B-4. The Sponsor shall submit to the Division quarterly status reports (AV-502) according to the following schedule for periods ending: March 31, June 30, September 30, and December 31.

B-5. The Sponsor shall notify the Division of any significant issues, meetings, audits, or inspections concerning this project involving the Sponsor, contractor(s), consultant(s), and/or any interested parties.

B-6. Completing the Project without Delay and in Conformance with Requirements. The Sponsor must assure that projects are carried out and completed without undue delays and in accordance with this grant agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior approval from the State or FAA any disengagement from funding eligible expenses under the grant that exceed three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached grant assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to subgrants issued under this Agreement.

B-7. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or subgrants, including, but not limited to, any action taken by a State and Sponsor related to or arising from, directly or indirectly, this Agreement.

B-8. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the State and Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Agreement.

B-9. Suspension and Debarment. Sponsors entering into "covered transactions," as defined by 2 CFR § 180.200, must:

1. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - i. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all project costs incurred under this Agreement. All records and documentation in support of the project costs must be identifiable as relating to the project and must be allowable costs only. Allowable costs are defined as those costs which are allowable under "Federal Acquisition Regulations 1-31.6, 48 CFR, 2 CFR 200.333, and OMB Circular A-87 and also referenced in the *North Carolina Airports - Program Guidance Handbook* and the *Airport Improvement Program Handbook*.

C-2. In accordance with the Compliance Supplement based on the requirements of the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Sponsor shall arrange for an independent financial and compliance audit of its fiscal operations. The Sponsor shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion, but not later than nine (9) months after the Sponsor's fiscal year ends.

C-3. Payment of the funds obligated under this Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from the Department to the Sponsor are made on an advance or a reimbursement basis.

B. If an advance payment is received, the Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's advance payment and provide proof of payment (payment verification).



**FAA
Airports**

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board
127 W. Webster St.
Whiteville, NC 28472
Phone# 910-640-6640
jana.nealey@columbusco.org

Date of Request

10/13/2025

Board Meeting Date Requested

10/20/2025

Short Title

Columbus County Solid Waste
Purchase of Excavator and Equipment Trailer

Background

The Columbus County Solid Waste Department is in need of an excavator and trailer to support infrastructure projects, routine maintenance, and litter complaints. The acquisition of this equipment will enhance operational efficiency and support critical ongoing and future projects. Quotes were solicited from three qualified vendors: Johnson Equipment Company; Nash Equipment Company, Incorporated; and Bobcat of Wilmington. The recommended vendor, Johnson Equipment Company, submitted the lowest responsive bid for the excavator. The attached quote from Johnson Equipment Company includes an excavator and equipment trailer as a bundle deal for a total of \$73,420. Nash Equipment Company, Incorporated nor Bobcat of Wilmington were able to provide a quote for both pieces of equipment. Funding is available in the current fiscal year budget for 2025/2026 in the Capital Outlay line item.

Specific Action Requested

Approval to purchase an excavator and trailer from Johnson Equipment Company to support the daily operations of the Columbus County Solid Waste Department.

Supporting Backup Documents

Quotes for Excavator 10-13-25.pdf

Requested by

Harold Nobles

Department

Columbus County Solid Waste

Title

Public Utilities Director

Email

hnobles@columbusco.org

DEALER

GENERAL RETAIL PURCHASE ORDER AND SECURITY AGREEMENT

JOHNSON EQUIPMENT COMPANY

PO Box 87 • WHITEVILLE, NC 28472

Phone: (910) 642-6051

www.johnsonequipco.com • jec.sales00@gmail.com

NUMBER

Date 10/03/2025

PHONE 910 840 4525

BUYER Columbus County Solid Waste

ADDRESS 288 Legion Dr

CITY & STATE Whiteville NC 28472

Sales Ticket No.

Date

Delivered by

Date

Please enter my order for the following merchandise to be delivered

on or about

to

QTY.	NEW OR USED	STOCK NO.	MODEL	MAKE	SERIAL NO.	DESCRIPTION	AMOUNT
1	N		500-1	JCD	TBD	Mini Excavator w/ CAD, 24" DCT, 12 DCT, 1 DCT	60,720.00
1	N			Schubers	TBD	Hyd HD Tank	3,200.00
1	N			GPS	TBD	24' 16K Trailer	4,500.00

TRADE-INS Buyer certifies below Trade-ins to be free of encumbrances

TRADE-IN ALLOWANCE

FREIGHT & HDLG.

TOTAL CASH
1. DEL'D. PRICE

2. TRADE-IN ALLOWANCE

INSURANCE AGREEMENT

REQUIRED _____

VOLUNTARY _____ (CHECK ONE)

THE PURCHASE OF INSURANCE COVERAGE IS

LIST BELOW THE INSURANCE COVERAGE AVAILABLE FOR THE TERM OF CREDIT.

BUYER MAY FURNISH HIS OWN INSURANCE AS MAY BE REQUIRED TO COVER ANY BALANCE DUE UNDER THIS PURCHASE AGREEMENT.

TYPE TYPES OF INSURANCE & COST OF EACH COST

TIME BALANCE

I hereby agree to settle the deferred balance, if any, as shown hereon on the basis of retail time payment contract in a form that is mutually satisfactory which I will sign prior to the delivery of the goods ordered and having a total face value equal to the time balance amount and including the credit terms disclosed herein.

3. BALANCE

4. SALES TAX

5. SUB-TOTAL

6. CASH WITH ORDER

7. BALANCE DUE

8. AMOUNT FINANCED

9. FINANCE CHARGE

10. TOTAL OF PAYMENTS

11. DEFERRED PAYMENT PRICE (1 + 9)

12. ANNUAL PERCENTAGE RATE

\$ 73,420.00

Purchaser hereby agrees to pay to

at their offices shown above the "TOTAL OF PAYMENTS" shown above in _____ installments of \$ _____ (final payment to be \$ _____) the first installment being payable _____ and all subsequent installments on the same day of each consecutive month until paid in full. The FINANCE CHARGE applies from _____ (date).

- Check One ☐ SOLD USED AS-IS. No warranty of any kind has been given by the dealer or his agent.
- ☐ SOLD USED WITH 50-50 WARRANTY. The dealer hereby warrants this (these) machine(s) for _____ days after the buyer and half to the dealer, of total retail cost of parts and labor used.
- ☐ SOLD NEW WITH _____ (specify warranty used)

SPECIAL AGREEMENTS

ALL WARRANTY REPAIRS MADE UNDER THIS AGREEMENT must be made in dealer's shop and buyer is responsible for hauling equipment for repair. No warranty is given by the dealer for tires, batteries or accessories, and the buyer is fully responsible for repairs necessitated by accident, misuse or negligence. This warranty is not transferable. This warranty is in full compliance with the conditions of this order, expressed in the foregoing, constituting a purchase order contract. I hereby certify that I am 21 years of age or older and acknowledge receipt of a copy of this order. In order to secure buyer's obligations under this Agreement and any extension, renewal or modification thereof, buyer hereby grants to Dealer a security interest in all of goods described herein, and all accessories and additions thereto and all proceeds thereof.

Notice to the buyer: Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign. You have the right to pay in advance the unpaid balance of this contract and obtain a partial refund of the finance charge based on

ACTUARIAL METHOD, RULE OF 78s, SUM OF THE DIGITS, OTHER

Buyer's signature

THIS ORDER IS VALID ONLY WHEN SIGNED AND ACCEPTED BY THE DEALER.

Date

Salesman

Accepted by:

(Dealer's signature)

ROYAL 100A (REVISED 9/92)

Nash Equipment Co., Inc

1190 NC Hwy 53 W
Burgaw, NC 28425
(910) 259-5134
nashequipmentcompany.com

Columbus County Solid Waste

SALES QUOTATION



Kyōka



Quote Valid Until: 9/31/2025

ITEM	QUANTITY	DESCRIPTION	Finance	Cash
	1	U48-5r3AP (cab, angleblade,thumb,quickcoupler,24"bucket)		\$70,700.00

Tax & Insurance NOT Included

ITEM	QUANTITY		UNIT PRICE	

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.

Phillip Nash

August 4, 2025

DATE _____

PER



Product Quotation
 Quotation Number: **BM1410926**
 Quote Sent Date: **Sep 16, 2025**
 Expiration Date: **Oct 16, 2025**

Your Bobcat Contact
Brady Murdoff
 Phone:
 Email: brady.murdoff@doosan.com

Your Customer Contact

Deliver to
Columbus County Public Utilities
107 LANDFILL RDX
WHITEVILLE, NC, 28472

Bobcat Dealer
Bobcat of Wilmington, Wilmington, NC
3896 US 421 N
WILMINGTON, NC, 28401
Bobby Bennett

Bill to
Columbus County Public Utilities
107 LANDFILL RDX
WHITEVILLE, NC, 28472

Item Name	Item Number	Quantity	Price Each	Total
E48 R2-Series Bobcat Compact Excavator	M3417	1	48,156.25	48,156.25
Standard Equipment:				
42.6 HP			Fingertip Boom Swing Control	
Turbocharged, Bobcat 1.8L, Tier 4 Diesel Engine, Non-DPF			Deluxe Instrument Panel	
Auto-Idle			Horn	
Auto-Shift, Two-Speed Travel			Hydraulic Joystick Controls	
Auxiliary Hydraulics with Selectable Flow			Keyless Start	
w/ Arm Mounted Flush Face Quick Couplers			Lift Eye	
Canopy			Rubber Tracks	
Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat			Spark Arrestor	
Roll Over Protective Structure (ROPS) - Meets Requirements of ISO 12117-2: 2008			Standard Arm	
Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000			Vandalism Protection	
Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262			LED Work Lights	
Control Console Locks			X-Change Attachment Mounting System	
Control Pattern Selector Valve (ISO/STD)			Telematics with 2-year Machine IQ Basics Subscription	
Display - Deluxe			+90-Day Machine IQ Health & Security Trial	
Conventional Tail Swing			Warranty: 2 years, or 2000 hours whichever occurs first	
Dozer Blade with Float				
Engine/Hydraulic Monitor with Shutdown				
Fingertip Auxiliary Hydraulic Control				
Cab Plus Package	M3417-P11-C07	1	5,705.72	5,705.72
<i>Included: Cab Plus Package: Enclosed Cab with HVAC, Deluxe Instrument Panel with Keyless Start, Cloth Suspension Seat, Travel Motion Alarm, Radio,</i>				
Long Arm	M3417-R03-C02	1	1,574.50	1,574.50
Hydraulic Clamp - X-Change - Long Arm - Class IV w/ Diverter Valve	M3417-R08-C29	1	3,116.84	3,116.84
Hydraulic Angle Blade	M3417-R12-C02	1	2,176.83	2,176.83
24" MX4 XCHG TEETH	7311868	1	1,444.76	1,444.76

Hydraulic Clamp Kit - Arm Auxiliary, CL4-5 XCH	46929585	1	2,832.52	2,832.52
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Total for E48 R2-Series Bobcat Compact Excavator	65,007.42
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Quote Subtotal	65,007.42
Dealer PDI	200.00
Tariff Surcharge	3,511.81
Freight Charges	1,625.00
Destination Charges	244.00
Quote Total - USD	70,588.23

Comment: *Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Doosan Bobcat North America, Inc. products may be subject up to 26% import/export tariffs. Should this occur, Doosan Bobcat North America, Inc. will pass on the tariff charge on all models, which includes base model, machine options, and consumables/spare parts. The tariff charge percentage range is from 1% to 26% and will be removed should the tariffs be lifted. The exact tariff will be determined by Doosan Bobcat North America, Inc. at the time of order and will not apply to freight or destination charges, sales tax, pre-delivery inspection, setup charges, document fees, transfer costs, finance fees, freight forwarding costs, insurance costs, environmental disposal costs, fuel charges, training, service plans/contracts, warranty escrow, or extended warranty coverage. Doosan Bobcat North America, Inc. reserves the right to apply a tariff charge greater than 26% if the government implementing the tariff imposes tariff rates that exceed 26%.

Customer Acceptance:

Quotation Number: BM1410926

Purchase Order: _____

Authorized Signature: _____

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses

Delivery Address _____

Billing Address (if different from ship to): _____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: _____

Tax Exempt ID: _____

Federal: _____

State: _____

Expiration Date: _____

Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board
127 W. Webster St.
Whiteville, NC 28472
Phone# 910-640-6640
jana.nealey@columbusco.org

Date of Request

10/3/2025

Board Meeting Date Requested

10/20/2025

Short Title

DSS Director requesting approval for the Income Maintenance Administration I promotion along with the current PAF approval.

Background

This request has no additional cost to the county it will be absorbed by current vaccines.

Specific Action Requested

DSS Director requesting approval for the Income Maintenance Administration I promotion salary along with the current PAF approval.

Supporting Backup Documents

DSS SALARY ADJ 10.20.25-10162025125723.pdf

Requested by

Dwella Hall

Department

Columbus County Department of Social Services

Title

Director

Email

dhall@columbusco.org

Clerk Signature**Date Received****Board Chair/County Manager****Approved by Board**

☐ Yes ☐ No ☐ Pending

Columbus County
DEPARTMENT OF SOCIAL SERVICES
40 Government Complex Road
P. O. Box 397
Whiteville, NC 28472

Dwella M. Hall, BA-MA
Director
910-641-3178

Office: 910-642-2800
Fax: 910-641-3970

10/15/2025

Columbus County Board of Commissioners

Department of Social Services: Request for Reallocation of Unused Salary Funds

Dear Commissioners,

I am requesting your approval to reallocate a total of \$1,539.66 in unused salary funds to increase compensation to the promoted employee annual salary from Income Maintenance Supervisor II to the Income Maintenance Administrator I position. These funds have become available due to vacancies left by departing employees and are already budgeted. This reallocation will not increase or change our overall departmental budget in any way.

Thank you for your time and consideration of this request. Please feel free to contact me if you have any questions or need additional information.

Respectfully submitted,

Dwella Hall
DSS Director

Mid-Month Departmental Reports



Columbus County Clerk to the Board
127 W. Webster St.
Whiteville, NC 28472
Phone# 910-640-6640
jana.nealey@columbusco.org

Board Meeting Date

10/20/2025

Report Month

September

Upload Report Here

Commissioners Report September 2025.docx

Economic Services Board Narrative September
2025.docx

Human Services Narrative September 2025.doc

Department

Social Services

Monthly Administrative Update

For September 2025

October 20, 2025 Meeting

Community Services

Our Crisis Intervention Program (CIP) is still available. In early September, we had 114,060 available funds; but as we continue to help the citizens of our county, we now have 107,246.27. This decrease was all in the month of September. We will continue to assist the citizens until all funds are exhausted.

Medicaid Updates/Changes

In August 2025, Department of Health and Human Services announced that the Medicaid rebase had fallen short by more than \$219 million dollars. Therefore, with the underfunding of the Medicaid rebase it required \$319 million dollars to be cut from the Medicaid budget. A 3%, 8%, or a 10% rate reduction was to be effective, October 1, 2025, for provider services.

Clients who receive Medicaid are eligible to receive Medicaid Transportation assistance for Medical related travel. Therefore, with the rate reduction Columbus County Department of Social Services had to reduce our 2 vendors reimbursement by 3%. The new travel rate for Healing Hearts is now \$1.40 a mile reduced from \$2.00 and the rate for First Transit is \$2.60 per mile reduced from \$3.00 a mile”.

Partnering with BGH

CCDSS will be collaborating with the Boys and Girls Home of Lake Waccamaw to meet the needs and demands for licensed foster homes within the county. CCDSS will continue to promote and recruit for foster families and collaborate with BGH to get them licensed.

Also, we are heading into the Christmas Season and this is the time we start preparing for our Foster Children to have a Merry Christmas. If you or someone you know may be interested in sponsoring a child please contact my

August Collections

Child Support \$431,538

Program Integrity \$4,584.91

Respectfully Submitted,

Dwella M. Hall

Director

September 2025
Human Services

Adult Services (APS)

APS Reports Accepted: 8
County Wards: 31
Number of Payee Cases: 7
Adults Served APS: 0

Children's Protective Services (CPS)

Reports Accepted: 29
Reports Screened out: 23
Families Receiving In-Home Services: 7
Children Served: 21
Contacts with Families Monthly: 41
Assessments: 29

Foster Care

Total Children in Foster Care: 72
Children Placed Outside County: 27
Agency Adoptions: 0
Pending Adoptions: 0
Total Foster Homes Licensed: 6

Work First Employment (TANF)

Applications Taken: 36
Applications Approved: 7
Individuals Receiving Benefits: 117
Entered Employments: 0
Number in Non-Paid Work Experience: 0

September 2025 Human Services (continued)

Program Integrity

Collections for Fraud: \$4,584.91

New Referrals: 3

Cases Established: 0

Day Care

Children Receiving Day Care Assistance: Not Available

Children on the Waiting List: 213

Amount Spent on Day Care Services: \$219,893.00

September 2025
Economic Services

Food & Nutrition

Applications Taken: 299
Applications Approved: 279
Active Cases: 5,699
Benefits Issued: \$1,908,047.00
Participants Served: 11,317

Adult Medicaid

Applications Taken: 81
Redeterminations: 170
Applications Processed: 94
Total Medicaid Cases: 16,986
Total Individuals Receiving: 21,274

Medicaid Transportation (NEMT)

Number of Medicaid Transportation Trips: 967
Amount Requested for Reimbursement: \$28,357.49

Family & Children's Medicaid

Applications Taken: 192
Applications Processed: 283
Redeterminations: 772

Child Support

Absent Parents Located: 25
Orders Enforced: 1,134
Active Cases: 2,986
Collections: \$431,538.00

Economic Services Board Report

Prepared by: Tammy Vereen-Economic Program Manager

Updates/News/Vacancies for September 2025

North Carolina State Budget Update

August 11, 2025, Department of Health and Human Services announced that the Medicaid rebase has fallen short by more than \$219 million dollars. Therefore, the underfunding of the Medicaid rebase by the **General Assembly requires** \$319 million dollars to be cut from the Medicaid budget. **Therefore, there will be a 3%, 8%, or a 10% rate reduction effective October 1, 2025 for provider services.**

SFY 2025 Medicaid Audit

As part of the county audit process; an auditor with Maudling & Jenkins Accounting & Financial Services completed the last 15 Medicaid eligibility case audit on September 17, 2025. Awesome results were received as no errors were identified. This was an exceptional job especially while the Medicaid unit has been short staffed for several months.

Special Assistance SFY 2025 Monitoring Findings

The Special Assistance SFY audit was completed on September 26, 2025 and we are pending the final results for our department.

Children and Families Specialty Plan (CFSP)

CFSP is a new NC Medicaid managed care health plan that will be effective December 1, 2025. CFSP will operate alongside the existing managed care plans to better serve children, youth and young adults in foster care, receiving adoption assistance, formerly in foster care with services such as physical and behavioral health, pharmacy services, long term services and support (LTSS) and Intellectual/Developmental Disability (I/DD) services, as well as unmet health related resource needs

Food and Nutrition Services Intake Team

FNS Intake Department unit currently has 1 IMC III (5) IMC II Caseworkers, and 1 Office Assistant. They currently have (1) vacant position and (2) frozen Positions. The FNS Intake unit is meeting the **95% timeliness** monthly standard that is set by the state. They also continue to stay **below the state 6% error rate accuracy standard.**

Food and Nutrition Recertification Team

The Food and Nutrition Recertification Team has (6) Caseworkers (1) Vacant position. (1) that just began training. The workers daily see walk-in clients, received telephone and email communication. They also workup all changes for clients as well as complete their daily reports (New Hire Hits, VA, Federal and Interstate Paris Matches, Prisoner Matches, SDX, Bendex, Ives Matches). Review has been meeting all timeliness and error rate requirements.

Family and Children Medicaid Intake Team

The Family and Children Intake Team is a fully staffed team of (8) Caseworkers and (1) Office Assistant. The Family and Children's Medicaid applications continue to fluctuate. Our lead worker is completing daily 2nd parties. We have done well to ensure applications are processed timely. We have been coaching our team to slow down for accuracy, and we are seeing improvements.

Family and Children Medicaid Recertification Team

We currently have (7) IMC II Caseworkers, (1) IMC III lead worker in the Family and Children's Review Unit. (1) of the 7 caseworkers is out on FMLA and we have (2) IMC II Caseworker positions that are frozen. The unit continues to work hard to complete all work in a timely manner. Their hard work was shown in their past two audits which was found with no errors. They completed 772 recertification in the month of September 2025.

Energy Programs

As of September 30, 2025, Columbus County currently has a remaining Crisis Intervention Program (CIP) fund balance of **\$114,060**. These funds are to assist Columbus County residents in an energy crisis. For the month of September 2025, the caseworkers processed **236** applications. Applications will continue to be processed until all funds have been exhausted. At this time, we do not have any share the light or any other Duke funding.

Adult Medicaid Intake Team

As of September 1, 2025, the Adult Medicaid Intake and Processing Unit currently has (3) vacant Caseworker Positions. The current (4) caseworkers are carrying the caseloads of (7).

Also, currently in the Adult Intake and Processing Department the unit's Lead Worker is out on FMLA and the Unit Supervisor was promoted to Economic Services Program Administrator effective September 21, 2025. Therefore, the current Program Administrator is covering the Lead worker position, the Supervisor position and learning her new role as the Economic Services Program Administrator.

Adult Medicaid Recertification Team

The Adult Redetermination team has (2) vacant positions (1) is frozen. They currently are operating with (5) caseworkers. They have been adjusting to the changes with the Family Planning cases no longer being keyed as forced. Due to the North Carolina State budget cuts, the Redetermination team is seeing an increase of telephone calls and walk-in communications.

Long Term Care/Community Alternative Program/Special Assistance

The unit has been busy with applications, program changes and recertifications. At this time, the Long Term Care unit has **(1)** vacant position that has been frozen since April 2024. They have (2) new Caseworkers that are in the beginning stages of training. In this department, the unit's Supervisor is carrying a full caseload until the new caseworkers have completed their training. In the LTC unit, the Supervisor is beginning to see an increase in errors and county paybacks due to the caseworkers rushing and making costly errors.

Non-Emergency Medical Transportation

For the month of September 2025, the unit consists of (2) workers, the department receives daily calls, they update complete and updated assessments, schedule mileage and pickups for vendors. Effective, October 1, 2025, due to the state Medicaid provider cuts, we had to issue a 3% decrease in

the Medicaid transportation rate to our (2) contracted transportation vendors (First Transit and Healing Hearts).

Child Support Establishment Team

In the Child Support Establishment, they currently have (2) frozen positions. For the month of September 2025, they prepared a total of **(40)** cases for court action. Due to the Clerk of Court going on the e-court system in February 2025, Child Support will be very limited to the number of cases calendared for court. We are scheduled to only have (1) court date a month until March 2026. We ask for patience during this difficult time while we continue to provide excellent customer service to the citizens of Columbus County.

Child Support Enforcement team

In the Child Support Enforcement team, they have (1) frozen agent position in the Enforcement unit. We are glad to report that as of September 2025 all agents in the Enforcement unit are now fully trained. For the month of September 2025, we prepared a total of **131 cases** for court action. The number of cases enforced this month was lower due to only have 1 court date. With the implementation of e-Court, Child Support has court has decreased to (1) court date a month. Therefore, we are averaging about **100 cases** for each court day. Our collections continue to be great despite the obstacles we face with court.

Current Vacant and Frozen positions for Economic Services: (Medicaid, Food and Nutrition, Child Support, and Long Term Care) Total Vacant and Frozen Positions **(17)**

- Adult Intake Team - (2) Vacant – (1) Frozen
- Adult Redetermination Team – (2) Vacant
- Family and Children Intake Team – (0)
- Family and Children Redetermination Team – (1) FMLA (2) Frozen
- Food & Nutrition Intake Team – (1) Vacant – (2) Frozen
- Food and Nutrition Redetermination Team – (1) Vacant and (2) Frozen
- Child Support Enforcement – (1) Frozen
- Child Support Establishment – (2) Frozen

With the upcoming mandates that the state is putting on all county DSS departments it is essential that we employ the most qualified staff. In the coming year, the local county DSS's, that are not meeting the state set error rates for Food and Nutrition will be responsible for state imposed fines.

Therefore, I urge you to PLEASE consider increasing the staff pay and unfreezing some of the positions. This request is necessary so that we can attract qualified and experienced staff. This will allow the agency to continue to meet state error rates, compete with the surrounding counties, and increase employee morale which will in turn help retain the best employees.

*Since April 1, 2025, we have interviewed (8) Income Maintenance II applicants. Of those (8) we offered (4) of them positions. **(1) of the (4)** accepted as she was a previous employee and the other **(3) DECLINED** due to the offered salary.*

HUMAN SERVICES BOARD REPORT
Dwella M. Hall, Director
Vacancies/Updates/News for September 2025

Intake/Investigation/Assessment:

The CPS unit is fully staffed however; new hires are still in training. The department continues to receive referrals related to substance use, physical abuse, sexual abuse, and mental health issues. There are currently no after-hour workers. All the units, CPS, In-Home, Foster Care, APS and Transitional Unit has held the responsibility of covering after-hours. The Team also covers intake as backup for the intake worker, which has been a challenging for all the worker's however, they maintain ensuring that calls are responded to and answered.

In-Home Services:

At the end of September 2025, the In-Home Services unit continued to make steady progress while balancing active casework and helping other units as needed. The unit closed the month with 7 open cases, which is a slight decrease from 8 in August. During the month, workers served 21 children and held 1 Child and Family Team Meeting. There were no new court involvements and 1 referral for services. Staff continued to assist the CPS and Foster Care units with ongoing needs and case coverage. In total, 41 contacts were made in September. The unit closed 2 cases and remained focused on helping families stabilize and move toward permanency. No Family Support Services cases were opened. We have 3 kinship/safety placements, and no petitions or non-secure custody actions were filed.

Foster Care/Permanency Planning:

As of September 30th, 2025, we currently have 71 children in Foster Care being cared for by relatives, fictive kin or foster parents. We continue to have monthly meetings with our assigned RCWC to review updated data policy and agency professionalism, we have monthly staff meetings to ensure we are in compliance with meeting the needs of the families we serve. We will continue to strive to protect and serve all the children in Foster Care also known as Permanency Planning. As we prepare for the upcoming Christmas season, please consider sponsoring a child in care to ensure that they can have a Merry Christmas too.

Transitional Unit:

This unit continues to work caseloads while assisting the other Child Welfare Units as needed, particularly in the areas of courtesy requests (home studies and monitoring cases) from other counties, assisting with supervising visits and transporting children in custody as needed. This Unit continues to assist particularly in the area of making monthly contacts with the children in foster care and assisting in finding placement when disruption occurs and when children come into custody. Foster Home Licensing will be collaborating with the Boys and Girls Home of Lake Waccamaw to meet the needs and demands for licensed foster homes within the county. CCDSS will continue to promote and recruit for foster families and collaborate with BGH to get them licensed.

Adult Services:

This unit continues to serve ages 18 and above, with protective services, guardianship, and special assistance in-home case management as well as many inquiries/outreach situations and completing complaint investigations on Adult Care Homes. The agency has over 30 wards at this time.

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 necessary application 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 able to conduct home visits to complete the interview process when necessary. Some application information is also being provided for pick-up in the foyer area of the agency. 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. The workers still continue helping the foster care unit with transporting and monitoring foster care visits. The agency continues to have monthly meetings with the state reps by conference calls.

Child Day Care:

The Child Day Care Unit continues to be fully staffed. The agency has continued to have a waiting list due to funding. As of today, there are about 213 children on the waiting list. A waiting list pull was completed September 15, 2025. Daycare surveys went out to clients on the waiting list to verify the need for daycare services. All surveys are due by October 10, 2025. The unit is open for in-person applications and telephone interviews, and staff continue to complete Day Care applications and recertification's. Day Care Unit will continue to be monitored by Supervisor to ensure workers are completing cases correctly and documenting appropriately.

Program Integrity:

Program Integrity continues to be fully staffed. Repayments are being collected. Staff continue to work towards cleaning up the backlog, establishing cases and repayment agreements.

Request for Board Action/RFB Contract Control Form



Columbus County Clerk to the Board
127 W. Webster St.
Whiteville, NC 28472
Phone# 910-640-6640
jana.nealey@columbusco.org

Date of Request

10/8/2025

Board Meeting Date Requested

10/20/2025

Short Title

Finance – Approval of the Budget Amendments, Project Ordinances Departmental Requisitions and Salary Adjustment:

Background

Finance Director Heather Woody is requesting approval of the following budget amendments, project ordinances departmental requisitions and salary adjustment:

- a. State Health Plan Insurance Surcharge – Fund 10 (\$589,603)
- b. State Health Plan Insurance Surcharge – Fund 40 (\$2,598)
- c. State Health Plan Insurance Surcharge – Fund 50 (\$4,409)
- d. State Health Plan Insurance Surcharge – Fund 60 (\$3,180)
- e. State Health Plan Insurance Surcharge – Fund 61 (\$3,180)
- f. State Health Plan Insurance Surcharge – Fund 62 (\$3,180)
- g. State Health Plan Insurance Surcharge – Fund 63 (\$3,180)
- h. State Health Plan Insurance Surcharge – Fund 64 (\$3,180)
- i. State Health Plan Insurance Surcharge – Fund 68 (\$1,595)
- j. State Health Plan Insurance Surcharge – Fund 69 (\$9,110)
- k. Opioid Settlement Amended Resolution – Fund 40 (\$192,786)
- l. Recreation MLS GO Play Fund Grant – Fund 10 (\$8,000)
- m. Airport Project Ordinance
- n. Departmental Requisitions
- o. Departmental Salary Adjustment

Specific Action Requested

Finance Director Heather Woody is requesting approval of the following budget amendments, project ordinances departmental requisitions and salary adjustment:

BUDGET AMENDMENT

FY 25/26

Name of Department: FINANCE/FUND 10/GENERAL FUND

Agency Head Signature: _____

Date Prepared: 10/13/2025 Date Received in Finance: _____

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
010	4110	518302	INSURANCE - STATE HEALTH SURCHARGE	\$3,715
010	4120	518302	INSURANCE - STATE HEALTH SURCHARGE	\$7,716
010	4121	518302	INSURANCE - STATE HEALTH SURCHARGE	\$3,111
010	4130	518302	INSURANCE - STATE HEALTH SURCHARGE	\$8,598
010	4140	518302	INSURANCE - STATE HEALTH SURCHARGE	\$22,274
010	4150	518302	INSURANCE - STATE HEALTH SURCHARGE	\$9,773
010	4155	518302	INSURANCE - STATE HEALTH SURCHARGE	\$941
010	4160	518302	INSURANCE - STATE HEALTH SURCHARGE	\$2,687
010	4170	518302	INSURANCE - STATE HEALTH SURCHARGE	\$3,758
010	4180	518302	INSURANCE - STATE HEALTH SURCHARGE	\$5,202
010	4190	518302	INSURANCE - STATE HEALTH SURCHARGE	\$1,146
010	4210	518302	INSURANCE - STATE HEALTH SURCHARGE	\$9,378
010	4265	518302	INSURANCE - STATE HEALTH SURCHARGE	\$14,027
010	4310	518302	INSURANCE - STATE HEALTH SURCHARGE	\$122,333
010	4316	518302	INSURANCE - STATE HEALTH SURCHARGE	\$2,176
010	4320	518302	INSURANCE - STATE HEALTH SURCHARGE	\$61,636
010	4330	518302	INSURANCE - STATE HEALTH SURCHARGE	\$8,524
010	4331	518302	INSURANCE - STATE HEALTH SURCHARGE	\$2,863
010	4380	518302	INSURANCE - STATE HEALTH SURCHARGE	\$8,246
010	4391	518302	INSURANCE - STATE HEALTH SURCHARGE	\$22,071
010	4530	518302	INSURANCE - STATE HEALTH SURCHARGE	\$931
010	4910	518302	INSURANCE - STATE HEALTH SURCHARGE	\$2,649
010	4911	518302	INSURANCE - STATE HEALTH SURCHARGE	\$6,314
010	4920	518302	INSURANCE - STATE HEALTH SURCHARGE	\$1,818
010	4955	518302	INSURANCE - STATE HEALTH SURCHARGE	\$1,239
010	4960	518302	INSURANCE - STATE HEALTH SURCHARGE	\$5,008
010	5111	518302	INSURANCE - STATE HEALTH SURCHARGE	\$655
010	5112	518302	INSURANCE - STATE HEALTH SURCHARGE	\$14,074
010	5121	518302	INSURANCE - STATE HEALTH SURCHARGE	\$4,320
010	5161	518302	INSURANCE - STATE HEALTH SURCHARGE	\$5,791
010	5162	518302	INSURANCE - STATE HEALTH SURCHARGE	\$683
010	5165	518302	INSURANCE - STATE HEALTH SURCHARGE	\$3,177
010	5166	518302	INSURANCE - STATE HEALTH SURCHARGE	\$2,025
010	5167	518302	INSURANCE - STATE HEALTH SURCHARGE	\$5,476
010	5170	518302	INSURANCE - STATE HEALTH SURCHARGE	\$3,770
010	5171	518302	INSURANCE - STATE HEALTH SURCHARGE	\$3,004
010	5174	518302	INSURANCE - STATE HEALTH SURCHARGE	\$4,333
010	5180	518302	INSURANCE - STATE HEALTH SURCHARGE	\$10,413
010	5197	518302	INSURANCE - STATE HEALTH SURCHARGE	\$2,824
010	5199	518302	INSURANCE - STATE HEALTH SURCHARGE	\$942
010	5301	518302	INSURANCE - STATE HEALTH SURCHARGE	\$133,490
010	5820	518302	INSURANCE - STATE HEALTH SURCHARGE	\$2,531
010	5865	518302	INSURANCE - STATE HEALTH SURCHARGE	\$1,808
010	5870	518302	INSURANCE - STATE HEALTH SURCHARGE	\$3,592
010	6110	518302	INSURANCE - STATE HEALTH SURCHARGE	\$20,861
010	6120	518302	INSURANCE - STATE HEALTH SURCHARGE	\$5,365
010	9900	518302	INSURANCE - STATE HEALTH SURCHARGE	\$1,214
010	9910	518302	INSURANCE - STATE HEALTH SURCHARGE	\$1,919
010	9930	518302	INSURANCE - STATE HEALTH SURCHARGE	\$2,757
010	9940	518302	INSURANCE - STATE HEALTH SURCHARGE	\$1,276
010	9950	518302	INSURANCE - STATE HEALTH SURCHARGE	\$9,064
010	9955	518302	INSURANCE - STATE HEALTH SURCHARGE	\$2,375

010	9960	518302	INSURANCE - STATE HEALTH SURCHARGE	\$1,344	
010	9965	518302	INSURANCE - STATE HEALTH SURCHARGE	\$1,173	
010	9970	518302	INSURANCE - STATE HEALTH SURCHARGE	\$1,213	
			Total Net Expense	\$589,603	

Budget Code			REVENUES	Requested	
Fund	Dept	Category	Classification	Increase or (Decrease)	
010	3991	499101	FUND BALANCE APPROPRIATED	\$589,603	
			Total Net Revenue	\$589,603	

Explanation of Increase or Decrease:
FUND BALANCE APPROPRIATED FOR 2.4% SURCHARGE FOR UNITS PARTICIPATING IN THE STATE HEALTH PLAN

THIS DOES NOT INCLUDE THE INSURANCE PREMIUM INCREASE OF \$67.42 PER MONTH.

☒ This budget revision has been reviewed by the Columbus County Finance Officer.

Signature *Stephen M. Woody*

Date *10/15/2025*

☐ This budget revision has been reviewed by the Columbus County Budget Manager/County Manager:

Signature

Date

Notes:
THIS IS FOR THE FULL FISCAL YEAR 2025/2026. THE STATE WILL BE BILLING FOR JULY TO SEPTEMBER.
OCTOBER GOING FORWARD WILL BE PAID WITH THE MONTHLY RETIREMENT BENEFIT PAYMENT.

This budget revision has been approved by the Board of Columbus County Commissioners on:

Signature

Date

BUDGET AMENDMENT

FY 25/26

Name of Department: FINANCE/FUND 40/OPIOID SETTLEMENT

Agency Head Signature: _____

Date Prepared: 10/13/2025

Date Received in Finance: _____

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
040	5703	518302	INSURANCE - STATE HEALTH SURCHARGE	\$2,598
			Total Net Expense	\$2,598

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
040	3572	333100	OPIOID SETTLEMENT	\$2,598
			Total Net Revenue	\$2,598

Explanation of Increase or Decrease

FUND BALANCE APPROPRIATED FOR 2.4% SURCHARGE FOR UNITS PARTICIPATING IN THE STATE HEALTH PLAN

THIS DOES NOT INCLUDE THE INSURANCE PREMIUM INCREASE OF \$67.42 PER MONTH.

☒ This budget revision has been reviewed by the Columbus County Finance Officer.Signature: *Heather M. Waddy*

Date: 10/16/25

☐ This budget revision has been reviewed by the Columbus County Budget Manager/County Manager:

Signature: _____

Date: _____

Notes:

THIS IS FOR THE FULL FISCAL YEAR 2025/2026. THE STATE WILL BE BILLING FOR JULY TO SEPTEMBER. OCTOBER GOING FORWARD WILL BE PAID WITH THE MONTHLY RETIREMENT BENEFIT PAYMENT.

This budget revision has been approved by the Board of Columbus County Commissioners on:

Signature: _____

Date: _____

BUDGET AMENDMENT

FY 25/26

Name of Department: FINANCE/FUND 50/HOUSING AUTHORITY

Agency/Head Signature: _____

Date Prepared: 10/13/2025 Date Received in Finance: _____

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
050	4970	518302	INSURANCE - STATE HEALTH SURCHARGE	\$4,409
			Total Net Expense	\$4,409

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
050	3497	499101	FUND BALANCE APPROPRIATED	\$4,409
			Total Net Revenue	\$4,409

Explanation of Increase or Decrease:

FUND BALANCE APPROPRIATED FOR 2.4% SURCHARGE FOR UNITS PARTICIPATING IN THE STATE HEALTH PLAN

THIS DOES NOT INCLUDE THE INSURANCE PREMIUM INCREASE OF \$67.42 PER MONTH.

☒ This budget revision has been reviewed by the Columbus County Finance Officer.Signature: *Robert M Woody*

Date: 10/15/2025

☐ This budget revision has been reviewed by the Columbus County Budget Manager/County Manager:

Signature: _____

Date: _____

Notes:

THIS IS FOR THE FULL FISCAL YEAR 2025/2026. THE STATE WILL BE BILLING FOR JULY TO SEPTEMBER. OCTOBER GOING FORWARD WILL BE PAID WITH THE MONTHLY RETIREMENT BENEFIT PAYMENT.

This budget revision has been approved by the Board of Columbus County Commissioners on:

Signature: _____

Date: _____

BUDGET AMENDMENT

FY 25/26

Name of Department: FINANCE/FUND 60/WATER DISTRICT I

Agency Head Signature: _____

Date Prepared: 10/13/2025

Date Received in Finance: _____

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
060	7111	518302	INSURANCE - STATE HEALTH SURCHARGE	\$3,180
			Total Net Expense	\$3,180

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
060	3713	499100	RETAINED EARNINGS APPROP	\$3,180
			Total Net Revenue	\$3,180

Explanation of Increase or Decrease:

FUND BALANCE APPROPRIATED FOR 2.4% SURCHARGE FOR UNITS PARTICIPATING IN THE STATE HEALTH PLAN

THIS DOES NOT INCLUDE THE INSURANCE PREMIUM INCREASE OF \$67.42 PER MONTH.

☒ This budget revision has been reviewed by the Columbus County Finance Officer.Signature: *Heather M Woody*Date: *10/15/2025*☐ This budget revision has been reviewed by the Columbus County Budget Manager/County Manager:

Signature: _____

Date: _____

Notes:

THIS IS FOR THE FULL FISCAL YEAR 2025/2026. THE STATE WILL BE BILLING FOR JULY TO SEPTEMBER. OCTOBER GOING FORWARD WILL BE PAID WITH THE MONTHLY RETIREMENT BENEFIT PAYMENT.

This budget revision has been approved by the Board of Columbus County Commissioners on:

Signature: _____

Date: _____

BUDGET AMENDMENT

FY 25/26

Name of Department: FINANCE/FUND 61/WATER DISTRICT II

Agency Head Signature:

Date Prepared: 10/13/2025

Date Received in Finance:

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
061	7112	518302	INSURANCE - STATE HEALTH SURCHARGE	\$3,180
			Total Net Expense	\$3,180

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
061	3714	499100	RETAINED EARNINGS APPROP	\$3,180
			Total Net Revenue	\$3,180

Explanation of Increase or Decrease:

FUND BALANCE APPROPRIATED FOR 2.4% SURCHARGE FOR UNITS PARTICIPATING IN THE STATE HEALTH PLAN

THIS DOES NOT INCLUDE THE INSURANCE PREMIUM INCREASE OF \$67.42 PER MONTH.

☒ This budget revision has been reviewed by the Columbus County Finance Officer.

Signature: Heather M Woody

Date: 10/15/2025

☐ This budget revision has been reviewed by the Columbus County Budget Manager/County Manager:

Signature:

Date:

Notes:

THIS IS FOR THE FULL FISCAL YEAR 2025/2026. THE STATE WILL BE BILLING FOR JULY TO SEPTEMBER. OCTOBER GOING FORWARD WILL BE PAID WITH THE MONTHLY RETIREMENT BENEFIT PAYMENT.

This budget revision has been approved by the Board of Columbus County Commissioners on:

Signature:

Date:

BUDGET AMENDMENT

FY 25/26

Name of Department: FINANCE/FUND 62/WATER DISTRICT III

Agency Head Signature: _____

Date Prepared: 10/13/2025

Date Received in Finance: _____

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
062	7113	518302	INSURANCE - STATE HEALTH SURCHARGE	\$3,180
			Total Net Expense	\$3,180

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
062	3715	499100	RETAINED EARNINGS APPROP	\$3,180
			Total Net Revenue	\$3,180

Explanation of Increase or Decrease:

FUND BALANCE APPROPRIATED FOR 2.4% SURCHARGE FOR UNITS PARTICIPATING IN THE STATE HEALTH PLAN

THIS DOES NOT INCLUDE THE INSURANCE PREMIUM INCREASE OF \$67.42 PER MONTH.

☒ This budget revision has been reviewed by the Columbus County Finance Officer.Signature: *Debbie M. Woody*

Date: 10/15/2025

☐ This budget revision has been reviewed by the Columbus County Budget Manager/County Manager.

Signature: _____

Date: _____

Notes:

THIS IS FOR THE FULL FISCAL YEAR 2025/2026. THE STATE WILL BE BILLING FOR JULY TO SEPTEMBER. OCTOBER GOING FORWARD WILL BE PAID WITH THE MONTHLY RETIREMENT BENEFIT PAYMENT.

This budget revision has been approved by the Board of Columbus County Commissioners on:

Signature: _____

Date: _____

BUDGET AMENDMENT

FY 25/26

Name of Department: FINANCE/FUND 63/WATER DISTRICT IV

Agency Head Signature: _____

Date Prepared: 10/13/2025

Date Received in Finance: _____

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
063	7114	518302	INSURANCE - STATE HEALTH SURCHARGE	\$3,180
			Total Net Expense	\$3,180

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
063	3719	499100	RETAINED EARNINGS APPROP	\$3,180
			Total Net Revenue	\$3,180

Explanation of Increase or Decrease:

FUND BALANCE APPROPRIATED FOR 2.4% SURCHARGE FOR UNITS PARTICIPATING IN THE STATE HEALTH PLAN

THIS DOES NOT INCLUDE THE INSURANCE PREMIUM INCREASE OF \$67.42 PER MONTH.

☒ This budget revision has been reviewed by the Columbus County Finance Officer.Signature: *Deather M. Woody*

Date: 10/15/2025

☐ This budget revision has been reviewed by the Columbus County Budget Manager/County Manager:

Signature: _____

Date: _____

Notes:

THIS IS FOR THE FULL FISCAL YEAR 2025/2026. THE STATE WILL BE BILLING FOR JULY TO SEPTEMBER. OCTOBER GOING FORWARD WILL BE PAID WITH THE MONTHLY RETIREMENT BENEFIT PAYMENT.

This budget revision has been approved by the Board of Columbus County Commissioners on:

Signature: _____

Date: _____

BUDGET AMENDMENT

FY 25/26

Name of Department: FINANCE/FUND 64/WATER DISTRICT V

Agency Head Signature: _____

Date Prepared: 10/13/2025

Date Received in Finance: _____

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
064	7115	518302	INSURANCE - STATE HEALTH SURCHARGE	\$3,180
			Total Net Expense	\$3,180

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
064	3716	499100	RETAINED EARNINGS APPROP	\$3,180
			Total Net Revenue	\$3,180

Explanation of Increase or Decrease:

FUND BALANCE APPROPRIATED FOR 2.4% SURCHARGE FOR UNITS PARTICIPATING IN THE STATE HEALTH PLAN

THIS DOES NOT INCLUDE THE INSURANCE PREMIUM INCREASE OF \$67.42 PER MONTH.

☒ This budget revision has been reviewed by the Columbus County Finance Officer.Signature: *Leather M Woody*

Date: 10/15/2025

☐ This budget revision has been reviewed by the Columbus County Budget Manager/County Manager.

Signature: _____

Date: _____

Notes:

THIS IS FOR THE FULL FISCAL YEAR 2025/2026. THE STATE WILL BE BILLING FOR JULY TO SEPTEMBER. OCTOBER GOING FORWARD WILL BE PAID WITH THE MONTHLY RETIREMENT BENEFIT PAYMENT.

This budget revision has been approved by the Board of Columbus County Commissioners on:

Signature: _____

Date: _____

BUDGET AMENDMENT

FY 25/26

Name of Department: FINANCE/FUND 68/TRANSPORTATION

Agency Head Signature: _____

Date Prepared: 10/13/2025

Date Received in Finance: _____

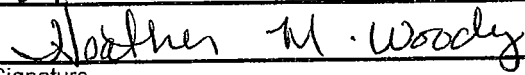
Budget Code			EXPENDITURES	Requested
Fund Dept. Category			Classification	Increase or (Decrease)
068	4520	518302	INSURANCE - STATE HEALTH SURCHARGE	\$1,595
			Total Net Expense	\$1,595

Budget Code			REVENUES	Requested
Fund Dept. Category			Classification	Increase or (Decrease)
068	3452	498020	TRANSFER FROM RESERVE	\$1,595
			Total Net Revenue	\$1,595

Explanation of Increase or Decrease:

FUND BALANCE APPROPRIATED FOR 2.4% SURCHARGE FOR UNITS PARTICIPATING IN THE STATE HEALTH PLAN

THIS DOES NOT INCLUDE THE INSURANCE PREMIUM INCREASE OF \$67.42 PER MONTH.

☒ This budget revision has been reviewed by the Columbus County Finance Officer.

 Signature

 10/15/2025
 Date
☐ This budget revision has been reviewed by the Columbus County Budget Manager/County Manager:

 Signature

 Date
Notes:
 THIS IS FOR THE FULL FISCAL YEAR 2025/2026. THE STATE WILL BE BILLING FOR JULY TO SEPTEMBER.
 OCTOBER GOING FORWARD WILL BE PAID WITH THE MONTHLY RETIREMENT BENEFIT PAYMENT.

This budget revision has been approved by the Board of Columbus County Commissioners on:

 Signature

 Date

BUDGET AMENDMENT

FY 25/26

Name of Department: FINANCE/FUND 69/SOLID WASTE

Agency Head Signature:

Date Prepared: 10/13/2025 Date Received in Finance:

Budget Code			EXPENDITURES	Requested
Fund	Dept.	Category	Classification	Increase or (Decrease)
069	7400	518302	INSURANCE - STATE HEALTH SURCHARGE	\$9,110
			Total Net Expense	\$9,110

Budget Code			REVENUES	Requested
Fund	Dept.	Category	Classification	Increase or (Decrease)
069	3725	499101	FUND BALANCE APPROPRIATED	\$9,110
			Total Net Revenue	\$9,110

Explanation of Increase or Decrease:
 FUND BALANCE APPROPRIATED FOR 2.4% SURCHARGE FOR UNITS PARTICIPATING IN THE STATE HEALTH PLAN

THIS DOES NOT INCLUDE THE INSURANCE PREMIUM INCREASE OF \$67.42 PER MONTH PER EMPLOYEE.

☒ This budget revision has been reviewed by the Columbus County Finance Officer.

Signature: *Shelley M. Woody* Date: 10/15/2025

☐ This budget revision has been reviewed by the Columbus County Budget Manager/County Manager:

Signature: _____ Date: _____

Notes:
 THIS IS FOR THE FULL FISCAL YEAR 2025/2026. THE STATE WILL BE BILLING FOR JULY TO SEPTEMBER.
 OCTOBER GOING FORWARD WILL BE PAID WITH THE MONTHLY RETIREMENT BENEFIT PAYMENT.

This budget revision has been approved by the Board of Columbus County Commissioners on:

Signature: _____ Date: _____

BUDGET AMENDMENT

FY 25/26

Name of Department: FINANCE/OPIOID SETTLEMENT

Agency Head Signature _____

Date Prepared	October 15, 2025
---------------	------------------

Date Received in Finance

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
040	5703	519001	CONTRACTED SERVICES	\$102,786
040	5703	526003	OTHER SUPPLIES	\$90,000
			Total Net Expense	\$192,786

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
040	3572	333100	OPIOID SETTLEMENT FUNDS	\$78,489
040	3572	499101	FUND BALANCE APPROPRIATED	\$114,297
			Total Net Revenue	\$192,786

Explanation of Increase or Decrease
1. Increase in net income of \$100,000 2. Increase in accounts receivable of \$20,000 3. Increase in inventory of \$10,000 4. Increase in prepaid expenses of \$5,000 5. Increase in property, plant, and equipment of \$50,000 6. Increase in accounts payable of \$15,000 7. Increase in accrued liabilities of \$10,000 8. Increase in deferred tax liabilities of \$5,000 9. Increase in common stock of \$10,000 10. Increase in retained earnings of \$10,000

ADJUST FY 26 BUDGET TO MATCH THE AMENDED RESOLUTION APPROVED DURING THE OCTOBER 6, 2025 MEETING.

☒ This budget revision has been reviewed by the Columbus County Finance Officer.

Signature

Date _____

☒ This budget revision has been reviewed by the Columbus County Budget Manager/County Manager:

Signature _____

Date _____

Notes:

This budget revision has been approved by the Board of Columbus County Commissioners on:

Signature

Date _____

BUDGET AMENDMENT

FY 25/26

Name of Department: FINANCE/RECREATION

Agency Head Signature _____

Date Prepared	10/15/2025
---------------	------------

Date Received in Finance

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
010	6120	549899	FALL SOCCER LEAGUE	\$8,000
			Total Net Expense	\$8,000

Budget Code			REVENUES		Requested
Fund	Dept	Category	Classification		Increase or (Decrease)
010	3612	440040	GRANT PARKS & REC		\$8,000
			Total Net Revenue		\$8,000

Explanation of Increase or Decrease	
1	2
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BUDGET FOR MLS GO PLAY FUND GRANT TO PURCHASE MLS GO-BRANDED UNIFORMS

☒ This budget revision has been reviewed by the Columbus County Finance Officer.

Signature

Date _____

☒ This budget revision has been reviewed by the Columbus County Budget Manager/County Manager:

Signature

Date _____

Notes:

This budget revision has been approved by the Board of Columbus County Commissioners on:

Signature

Date _____

COLUMBUS COUNTY, NORTH CAROLINA
Ordinance making appropriations to the Wildlife Perimeter Fencing Airport
Project for the Fiscal Year beginning July 1, 2025

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 Airport Capital Project for Wildlife Perimeter Fencing Grant 36244.18.11.1 pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2025.

Source of Revenue	Current Budget	Changes	New Budget
051-3467-432001 WILDLIFE PERIMETER FENCE GRANT 36244.18.11.1	\$ 160,167	\$ -	\$ 160,167
Total Project Revenues	\$ 160,167	\$ -	\$ 160,167

Project Appropriations	Current Budget	Changes	New Budget
051-4702-519033 PREMILINARY ENGINEERING TESTING	\$ 7,857	\$ -	\$ 7,857
051-4702-519034 ENGINEERING SERVICES	\$ 90,320	\$ -	\$ 90,320
051-4702-519036 PROJECT INSPECTION	\$ 60,490	\$ -	\$ 60,490
051-4702-548001 ADMINISTRATIVE EXPENSES	\$ 1,500	\$ -	\$ 1,500
	\$ 160,167	\$ -	\$ 160,167

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.

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.

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 October 20, 2025.
ADOPTED, this 20th day of October 2025.

Jana Nealey, Clerk to the Board

Lavern Coleman, Chairman
Columbus County Board of Commissioners

Page #	Department	Vendor	Amount	Reason
	Emergency Services	Motorola Solutions	\$ 46,888.77	Yearly maintenance for 911 Center service
	Sheriff	Kellwell Food Management	\$ 100,000.00	Blanket PO for inmate meals

Columbus County

127 W. Webster Street
Whiteville, NC 28472
TEL (910)640-6611

REQUISITION

NO.

R2601154

S
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Emergency Svcs
130 W Columbus St
Whiteville, NC 28472

ORDER DATE: 10/06/25
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS: Destination

V
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D
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R
MOTOROLA SOLUTIONS INC
13104 COLLECTION CENTER
CHICAGO, IL 60693

VENDOR #: MOTOR005

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Maint for Microwave Servc	010-4391-519001	46,888.7700	46,888.77
			TOTAL	46,888.77

REQUESTING DEPARTMENT

DATE

Columbus County
 127 W. Webster Street
 Whiteville, NC 28472
 TEL (910)640-6611

REQUISITION	
NO.	R2601165

S H I P T O V E N D O R	Sheriff 817 Washington St., 1st Floor Whiteville, NC 28472
	VENDOR #: KELLW005 KELLWELL FOOD MANAGEMENT INC 637 FAIRGROUND RIDGE RD BEATTYVILLE, KY 41311

ORDER DATE: 10/07/25
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS: Destination

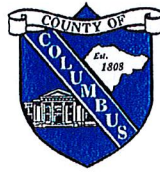
QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Inmate Meals	010-4320-519001	100,000.0000	100,000.00
			TOTAL	100,000.00

REQUESTING DEPARTMENT

DATE

Columbus County

HUMAN RESOURCES



Legal Department Changes – Moving Assistant County Attorney to the position of Interim County Attorney. Interim County Attorney would be an increase of \$16,136.41.

Moving a Paralegal to the position of Assistant to the County Attorney.

ADMINISTRATIVE BUILDING
127 W. Webster Street, Whiteville, NC 28472
An Equal Opportunity/Affirmative Action Employer