

**COLUMBUS COUNTY BOARD OF COMMISSIONERS**  
**Monday, June 16, 2025**  
**4:30 – Closed Session**  
**6:30 P.M. – Regular Session**

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

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

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

**APPOINTEES ABSENT:**

**Agenda Item #1:     MEETING CALLED to ORDER:**

At 4:30 P.M. Chairman Lavern Coleman called the regular meeting to order.

**RECESS REGULAR SESSION and enter into CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11(A)(3) ATTORNEY-CLIENT PRIVILEGE, N.C.G.S. § 143-318.11(A)(4) ECONOMIC DEVELOPMENT, and N.C.G.S. § 143-318.11(A)(5) REAL ESTATE**

**MOTION:**  
Commissioner Byrd made a motion to recess regular session and enter into closed session, seconded by Chairman Featherson. The motion unanimously passed.

**Agenda Items #2:     CLOSED SESSION IN ACCORDANCE**

**RECESS CLOSED SESSION and enter into REGULAR SESSION 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**

**MOTION:**  
At 6:00 P.M. Commissioner Floyd made a motion to recess closed session and enter into regular session, seconded by Vice Chairman Smith. The motion unanimously passed.

**GENERAL ACCOUNT:**

Attorney Amanda Prince gave the general account as follow:

The Commissioners discussed matters in accordance with attorney-client privilege, economic development, and real estate acquisition. No action was taken by the board.

**MOTION:**  
Commissioner Byrd made a motion to approve the General Account as presented, seconded by Commissioner Bullard. The motion unanimously passed.

**Chairman Coleman recessed regular session until 6:30 P.M.**

**Regular Session resumes at 6:30 P.M.**

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

The invocation was delivered by Commissioner Watts. Everyone in attendance stood and Pledged Allegiance to the Flag of the United States of America, which was led by Commissioner Bullard.

**Agenda Item # 5:     APPROVAL OF AGENDA:**

a. June 16, 2025

**MOTION:**

Commissioner Bullard made a motion to approve the agenda with the addition of item 12-A, a professional services agreement with Anchor Point Planning Services, and item 15-H, adding Chadbourn to the list of local agreements for tax collections.

**Add-ons**

**12-A – Professional Service Agreement with Anchor Point Planning Services**

**15-H – Add Chadbourn to the List of Local Agreements for Tax Collections**

**Agenda Item # 6:     BOARD MINUTES APPROVAL:**

a. June 02, 2025 Regular Session

**MOTION:**

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

**Agenda Item #7:     PUBLIC INPUT:**

**Matthew Schwarz** - I live on Nancy Street in Lake Waccamaw. Even though the Old Lake Road development is not on the agenda tonight, I wanted to take this opportunity to speak with you about this critical issue, which will eventually come before you.

We elected you as our county commissioners to represent the majority of residents, and now is the time to fulfill that responsibility. Your role is not to push personal agendas or cater to special interests, but to listen to the voices of the people who put you in office.

Ignoring the clear will of your constituents is a fundamental betrayal of your duties and a disservice to our community. We ask that you set aside any personal biases or political maneuvering, and instead focus on addressing the concerns and priorities that matter most to the generational residents of this county.

Any decision to move forward with the rezoning of the Old Lake Road development, despite widespread community opposition, will permanently alter this historic site. This isn't merely a change; it's a permanent scar on a cherished national landmark. The fragile ecosystem, which has thrived for generations, will be damaged in ways that cannot be reversed, forever silencing the unique biodiversity and destroying the serene beauty that defines our community.

We implore you to reconsider the devastating and irreversible consequences of approving this request.

No water or sewer services should be allocated to this new development until the infrastructure needs of current county residents have been fully addressed. It is essential that existing community needs are met before extending resources to any new projects.

Additionally, we must consider the profound environmental and cultural impacts of the proposed development. The plan to add 4,500 new homes, at a density of up to five buildings per acre, represents aggressive expansion. This will not only overburden the land, but it will also deplete our vital water table by siphoning more than one million gallons per day. Let that sink in, one million gallons a day, drawn from our already delicate aquifer.

Such a drastic alteration will likely raise the lake's pH levels, endangering aquatic life and putting the ecosystem at further risk.

Finally, I caution you against accepting at face value the developer's promises of commercial business growth and substantial revenue. Experience has shown that these projections are often inflated and rarely materialize to the extent advertised. The long-term costs, such as increased traffic, strain on public services, and environmental degradation, often far outweigh any short-term financial gains.

We must prioritize the well-being of our community and the preservation of our natural and cultural resources over speculative economic benefits that may never come to pass.

For these reasons, I respectfully ask you to vote against any proposed PUB rezoning on Old Lake Road and help save this unique, near-perfect piece of the American dream that I, and so many others, call home.

**Jeff Lane** - I live on Bella Coola Road at Lake Waccamaw. As a college student in 1978, I went to Crystal River, Florida, to work with my brother on a construction project while I was on summer break.

Crystal River was spectacular, its water crystal clear, true to its name. I had a wonderful summer swimming, skiing, and enjoying the river.

Twenty years later, I returned as an engineer to work at the nuclear plant there. The first thing I asked was, *"What happened to Crystal River?"*

The water had become turbid. Where it used to boil out of Big Springs, there was now barely a ripple. The answer? A lot of development had occurred just a few miles inland, along with heavy pumping of the aquifer.

As a result, the flushing flow that once sustained the river, and all the benefits that came with it, was dramatically reduced. According to the USGS, spring flow into Crystal River is now less than 50% of what it used to be.

Crystal River will never be what it once was.

Now I'm back at Lake Waccamaw, 20-some years later. I learned how to swim in that lake. I live in Columbus County. I was born here and have lived here my whole life. I love this place. I love that lake.

So what does Crystal River have to do with Lake Waccamaw?

When we talk about what makes Lake Waccamaw such an amazing place, I think we all agree that it has a lot to do with the aquifer, the pH buffering, and the overall lake environment.

Right now, the lake is near-neutral in pH. Many people think that's because of the limestone bluff. But in 1993, Dr. Lawrence Cahoon did a study and found that the bluff could only account for about 15% of the buffering in Lake Waccamaw.

In 2000, Dr. Stan Riggs conducted another study. He identified a continuous and major flow from the Cretaceous Peedee Formation into Big Creek.

Those who've been around the lake a while may remember that the north bluff of the lake used to have springs all around it. Not anymore.

That means the aquifer has already been affected.

The message is this: the very thing that makes Lake Waccamaw so special is also its Achilles' heel.

It's not uncommon for large amounts of groundwater to be pumped. We often talk about a million gallons a day, but the real number may actually be higher.

According to estimates (and even just a quick search), average water use is about 300 gallons per household per day. Multiply that by 4,500 homes, that's about 1.35 million gallons daily.

That kind of extraction leads to "cones of depression," where the water table drops, often permanently.

There's already one such cone between White Lake, Elizabethtown, and Tar Heel. It spans many miles.

The problem is, we don't know enough about what's happening with that aquifer. Right now, the DEQ monitors only one well.

**Attorney Prince** – Sir, your 3 minutes are up.

**Commissioner Byrd** – Can I ask a questions? Can we extend his time a little bit, since he is right at a major point?

**Attorney Prince** - If the commissioners decide to vote to set aside the rules of procedure, then they can do so.

**Chairman Coleman** – We will give you one more minute.

**Jeff Lane** - Okay, the bottom line is this: the aquifer can be affected, and I can show you places locally where it has been affected by pumping this much water out of it.

The truth is, we don't really know what's happening down there.

The problem Crystal River had was that they didn't know what they didn't know.

Now? We do know what we don't know. We know that we don't have enough information to say how that aquifer will respond.

There is no way we should permit this project to move forward and extract that amount of water from that site until we have that knowledge.

Right now, it's a pig in a poke, we're literally shooting in the dark and hoping for the best.

And in the worst-case scenario, we learn, too late, that there's no check valve between the aquifer and the lake. They communicate.

If you drop the aquifer enough, it's not the aquifer recharging the lake, it's the lake recharging the aquifer.

When our piers have a beach at the end of them, and our boat ramps are no longer usable, when the endemic species are gone, the cat's out of the bag.

And it isn't coming back.

**Chairman Coleman** – Does anyone have a questions?

**Bondia Williams** - 49 Ed Jacobs Road, Council, North Carolina.

I just have one short question regarding the development on O Lake Road:

Has any federal, state, or NGO funding been appropriated for that project?

And if so, for what purpose?

**Chairman Coleman** - To our knowledge, we know very little, and I'll let the county manager address that if he can.

**County Manager Eddie Madden** - Neither the Board of Commissioners nor my staff has had any participation at this point.

**Commissioner Byrd** - I don't foresee any money being appropriated to go toward it in any way.

**Gina Elliott** –Whiteville, NC. Okay, I'm going to keep this short and sweet. These gentlemen have done an excellent job covering all the flooding concerns and everything else.

What we're worried about is the water tables, and, of course, the flooding and the pollution. But I have a question:

They're selling this lake to the people who are supposed to be buying these houses.

The lake is a public lake, but there's very limited public access.

My question is: how is it going to accommodate all these people?

I grew up nearby. I'm not currently a resident of the lake. We live about 10 minutes down 74 in the White Marsh community, but my husband and I both grew up here.

My husband's father was Thomas Elliott, who was the mayor for many years.

I know you have to have property on the water or be invited to enjoy the lake at someone's home or whatever.

My mother-in-law lives on Maple Street, which I understand is still under threat of another development, and she shares a pier with three other residents.

There are three boat ramps, two of which have two ramps, and one has one ramp.

How are all these people going to enjoy the lake if this is what they're selling them?

It's already congested at the boat landings on a busy summer day. It's hard to get your boat in and out, and people get hot-tempered and upset because they can't launch or retrieve their boats.

That's a real question you all need to think about.

As far as public access, the only thing I see is the state park and that little stretch near the Dale's Seafood.

How is that going to accommodate all the people who are supposed to be living on these properties, especially when the lake is being used as a selling point?

That's just my question. I want you to think about it.

Please don't approve this.

**Chad Smith** - Columbia Avenue, Lake Waccamaw, North Carolina.

Really quick, I just want to say we need to be proactive. Any development, including this one, is going to stretch the county budget even more.

We need to pay close attention to urban sprawl. We can already see what's happened in neighboring counties, where small areas have grown larger than older, established cities.

It wouldn't take much for that little spot north of the lake to become our biggest town or city in 20 years.

And about the idea of "if we build it, they will come", I don't think we need to build houses just to attract people.

We need to build something that will bring them here and make them want to stay, not just houses, but jobs.

Because the people coming to the south and north of the lake are coming here to sleep at night.

They're not going to spend their money here, they'll spend their money where they work, and that's where they'll spend most of their time and effort.

We're just providing them a place to sleep at night.

**Johnny Edge** - 470 Happy Home Road, Nakina, North Carolina

It's great that we've heard the comments shared before I came up here, voices of the people, along with the voices of our leaders.

We need to spend more time getting educated.

Change is coming.

Brunswick County and Horry County have run out of land. This county needs to be prepared. It's coming, and there's nothing you can do except get ready for it.

Reach out to the surrounding counties. We'll get to Bladen County in a minute. But Brunswick County looked to White Lake 30 or 40 years ago as an example of what to do.

I've worked with them for nearly 50 years. They've made some critical mistakes.

But they've also been open and welcoming, hosting conferences, expressing concerns, and working to address issues. These are things Columbus County should be doing too.

We're celebrating 100 years at White Lake. It's spring-fed, seven springs and rainwater.

But the blueberry farms have drilled wells, and now White Lake is in trouble.

It's been coming for years and years.

Wake up.

Thank you to the board for allowing an extra minute on something so important to this county, you should be commended for that.

And to the people: you need to speak up.

How do you expect your leaders to respond if you stay silent?

When the people fail to speak, that's how we end up where we are now.

It's time to unite and do what's best for Columbus County.

**Commissioner Byrd** - Mr. Chairman, I'd just like to make a comment, since he mentioned White Lake.

When I was a little kid, I went running out there on the pier. I could still see the bottom, so I kept running, and when I jumped off, I was way over my head!

That's when I learned: you get in and wade easy.

But now, if you go to White Lake, you can't see the bottom anymore. You walk out, and the water's so murky you can't see a thing.

Like he said, all the growth, the drilling, what's coming into that lake has changed the water. It's ruined the color. It's as dark as a river now.

So that's something we really need to watch out for. That was a very good point.

**Chairman Coleman** – Does anybody else have any comments on the public comments? I promise you, we're listening, and we're hearing you. We'll see where it goes from here

**Agenda Item #8: EMPLOYEE SPOTLIGHT:**

County Manager Eddie Madden recognized Rebekah Benton from Cooperative Extension as the Employee Spotlight.

It is my pleasure to recognize Ms. Rebecca Benton as tonight's Employee Spotlight honoree.

Rebecca currently serves as the 4-H Agent for Columbus County, and she is a remarkable asset to our community. Since taking on this role, she has displayed unwavering dedication, a positive attitude, and a strong sense of initiative.

Her passion for education and youth development is evident in her efforts to expand her programs. She has significantly increased participation in 4-H activities and introduced new initiatives such as the Heritage Skills Program, which teaches valuable life skills like sewing and canning.

In addition, she has boosted enrollment in the Summer Fun Program, helping to make it a staple of the community's summer offerings.

Beyond her 4-H work, Rebecca also hosts and produces the monthly spotlight video for the North Carolina Cooperative Extension. This program airs on a local Spectrum affiliate and is available on YouTube. Her creativity and enthusiasm have made it a success and a valuable tool for community engagement.

Before assuming her current role, Rebecca spent over two decades as an Expanded Food and Nutrition Program Assistant, where she built a highly respected program.

Her commitment to professional development is commendable, she earned both her bachelor's and master's degrees during her tenure, demonstrating a true dedication to lifelong learning.

Rebecca's colleagues and clients consistently praise her upbeat demeanor and collaborative spirit. She fosters a positive work environment and contributes to the success of multiple programs.

In every aspect of her work, Rebecca exemplifies excellence, from her leadership and initiative in creating new opportunities to her consistent and timely completion of duties.

It is for all of these reasons, and many more, that we proudly recognize Ms. Rebecca Benton as tonight’s Employee Spotlight honoree.

**Agenda Item #9: PROCLAMATION - ADOPTION of the PROCLAMATION of RECOGNITION for SERENITY HARVEY FOUR-TIME GOLD MEDAL WINNER in INDOOR and OUTDOOR TRACK:**

The Governing Body requested adoption of the Proclamation of recognition for Serenity Harvey four-time gold medal winner in indoor and outdoor track.

**MOTION:**  
Commissioner Byrd made a motion to adopt the Proclamation, seconded by Commissioner Bullard. The motion unanimously passed.



**Proclamation of Recognition**

**Whereas**, Serenity Harvey, a senior track and field star from Whiteville High School, has exemplified extraordinary athleticism and dedication in her pursuit of excellence, and;

**Whereas**, on May 17, 2025, at the North Carolina High School Athletic Association (NCHSAA) 2A Women’s Track and Field State Championships, held on the campus of NC A&T University, Serenity Harvey successfully defended her titles from the previous year, winning gold medals in the 100 M Dash, 200 M Dash, and 400 M Dash events, and;

**Whereas**, Serenity Harvey’s remarkable achievements demonstrate not only her immense talent but also her relentless determination, discipline, and hard work, serving as an inspiration to her peers and the community at large.

**Now, therefore, be it resolved**, that the Columbus County Board of Commissioners, hereby proudly honors and recognizes Serenity Harvey for her outstanding achievements and for her contributions to the legacy of excellence in Whiteville High School athletics. We commend her for her dedication, sportsmanship, and for raising the standard of achievement in track and field.

We extend our heartfelt congratulations and best wishes for continued success in all her future endeavors.

**Dated this 16<sup>th</sup> day of June, 2025.**

**Agenda Item #10: ADMINISTRATION – APPROVAL to EXTEND LEASE with NC DEPARTMENT of ADULT CORRECTIONS (DAC) for OFFICE SPACE for PROBATION and PAROLE and JUVENILE JUSTICE:**

County Manager Eddie Madden requested to extend the lease with the NC Department of Adult Correction (DAC) for office space occupied by Probation and Parole and Juvenile Justice.

**MOTION:**  
Commissioner Bullard made a motion to approve; seconded by Commissioner Floyd. The motion was unanimously passed.

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between, **COUNTY OF COLUMBUS**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

**W I T N E S S E T H:**

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September 1981; and as amended on September 8, 1999, and December 7, 1999, and October 6, 2020 and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out, NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Whiteville, County of Columbus**, North Carolina, more particularly described as follows:

**Being approximately +390 net square feet of office space located at 112 W. Smith, Columbus County; Whiteville, North Carolina and further described in the floor plan, Exhibit “A”.**

**NC DEPARTMENT OF ADULT CORRECTION, PROBATION AND PAROLE, DIVISION 2, DISTRICT 13**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of **three (3) years**, commencing on **1st day of March 2025**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of February 2028**.
  1. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** dollar per annum, said rental to be payable within 15 days from receipt of invoice. The Lessee agrees to pay the aforesaid rental to the Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least 15 days prior to the due date.
  3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services, and utilities to the satisfaction of the Lessee.
    - . Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold-water facilities, and adequate toilet facilities.
    - . Maintenance of lawns, sidewalks, shrubbery, parking, paved areas and common areas and disposal of trash is required.
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- . Lessor provides required fire extinguishers and servicing, pest control, and outside trash disposal, including provision for the handling of recyclable items such as aluminum cans, cardboard, and paper. All pesticides must be applied by a licensed technician.
  - . All utilities except telecommunications.
  - . Daily janitorial service and supplies.
  - . Parking (as available).
  - . If applicable elevator service.
  - . The leased premises are generally accessible to persons with disabilities. This shall include access to the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.
  - . Any fire or safety inspection fees, stormwater fees, or land transfer tax/fees.
  - . All other terms and conditions of the signed “Proposal to Lease to the State of North Carolina” Form PO-28 incorporated herein by reference and the “Specifications for Non-advertised Lease” (Exhibit B).
4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in operative condition. Maintenance shall include but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.
  5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.



6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures, or signs in or upon the leased premises. Such fixtures, additions, structures, or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises are destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate, and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such a period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving 15 days written notice to the Lessor. Page 3 of 10 SPO File Number: NRF Last Update June 2023

8. Lessor shall be liable to Lessee for any loss or damage suffered by Lessee which is a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than 60 days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation, or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

To the Lessor:

**Columbus County**  
**127 W. Webster Street**  
**Whiteville, North Carolina 28472**  
**w/copy to: N/A**

To the Lessee:

**NC Department of Adult Correction (DAC), Purchasing Office**  
**Address: 3512 Bush Street (MSC 5227)**  
**Raleigh, North Carolina 27609-5227**

with a copy to:

**State Property Office**  
**Attn: Leasing Manager and Space Planning Section**  
**1321 Mail Service Center**  
**Raleigh, North Carolina 27699-1321**

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice. Page 4 of 10 SPO File Number: NRF Last Update June 2023 15. Within 30 days of Commencement Date, Lessor agrees to construct, upfit, repair and maintain the Premises in accordance with (a) the approved floor plan attached hereto as Exhibit A and (b) the applicable regulation and building code provisions of the governmental authority having jurisdiction over the Premises.

16. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written. Exhibit A Page 8 of 10 SPO File Number: NRF Last Update June 2023 +390 net square feet

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## Exhibit B

### SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. The floor plan should show building exits for the proposed space. Also, provide the year the building was constructed.
1. This facility must provide an environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act (ADA) is required. Toilet facilities shall be ADA accessible and code compliant.
2. The air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
1. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7-days per week requirement. A separate HVAC system may be required to maintain this temperature range.
1. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
1. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard, and paper. Frequent trash and recycling pick-up required. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
1. Lessor shall provide internal and external signs that will provide easy identification of the office by the general public (*if applicable NC DAC request please that work to be performed by [Correction Enterprises](#)*).
1. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.

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1. The Lessor shall provide sufficient window coverings shall be provided to control glare within the space (venetian blinds or acceptable equivalent).
1. The Lessor shall provide vinyl tile or other floor covering acceptable to the State in all finished areas. Prefer carpeting for all offices and conference rooms. If floors are carpeted, they should be commercial grade 26 oz or 24 oz carpet squares preferred, acceptable to the Sub-Lessee. LVT tile is preferred in the waiting area, LAN room(s), kitchenette, restrooms and hallways. LAN room tile should be anti-static. New or like-new carpet is preferred. If not new, carpet must be professionally cleaned and all stains removed before occupancy. High traffic areas will require frequent cleaning and replacement of floor finishes to maintain a neat, clean, high-quality finish and will be at the State Property Office's discretion.
1. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
1. Lessor shall be responsible for snow and debris removal as quickly as possible to avoid work delays.
1. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to all partitions, demolition, and up fitting costs: building and grounds

- maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
1. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
  1. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
  1. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.
  1. Lessor is responsible for providing all cleaning supplies, paper and soap products for kitchen and bathrooms regardless of who contracts for janitorial services.

**The Lessor is in agreement with the above conditions and the conditions of the also signed “proposal to Lease to the State of North Carolina” Form PO-28.**

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**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF ADULT CORRECTION  
STATE OF NORTH CAROLINA**

**LEASE AGREEMENT  
COUNTY OF COLUMBUS**

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between, **COUNTY OF COLUMBUS**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

**W I T N E S S E T H:**

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September 1981; and as amended on September 8, 1999, and December 7, 1999, and October 6, 2020 and WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out, NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Whiteville, County of Columbus**, North Carolina, more particularly described as follows:  
**Being approximately +10,610 net square feet of office space located at 2586 James B. White Hwy, Columbus County; Whiteville, North Carolina and further described in the floor plan, Exhibit “A”.**  
**NC DEPARTMENT OF ADULT CORRECTION, PROBATION AND PAROLE,  
DIVISION 2, DISTRICT 13**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of **three (3) years**, commencing on **1st day of March 2025**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of February 2028**.
1. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** dollar per annum, said rental to be payable within 15 days from receipt of invoice. The Lessee agrees to pay the aforesaid rental to the Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least 15 days prior to the due date.
3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services, and utilities to the satisfaction of the Lessee.
  - . Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold-water facilities, and adequate toilet facilities.
  - . Maintenance of lawns, sidewalks, shrubbery, parking, paved areas and common areas and disposal of trash is required.
  - . Lessor provides required fire extinguishers and servicing, pest control, and outside trash disposal, including provision for the handling of recyclable items such as aluminum cans, cardboard, and paper. All pesticides must be applied by a licensed technician.
  - . All utilities except telecommunications.

. Daily janitorial service and supplies.

. Parking (as available).

. If applicable elevator service.

. The leased premises are generally accessible to persons with disabilities. This shall include access to the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.

. Any fire or safety inspection fees, stormwater fees, or land transfer tax/fees.

. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28 incorporated herein by reference and the "Specifications for Non-advertised Lease" (Exhibit B).

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in operative condition. Maintenance shall include but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures, or signs in or upon the leased premises. Such fixtures, additions, structures, or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises are destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate, and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such a period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving 15 days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damage suffered by Lessee which is a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than 60 days written notice to terminate the tenancy.
13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation, or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.
14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

To the Lessor:  
**Columbus County**  
**127 W. Webster Street**  
**Whiteville, North Carolina 28472**  
**w/copy to: N/A**

To the Lessee:  
**NC Department of Adult Correction (DAC), Purchasing Office**  
**Address: 3512 Bush Street (MSC 5227)**  
**Raleigh, North Carolina 27609-5227**  
with a copy to:  
**State Property Office**  
**Attn: Leasing Manager and Space Planning Section**  
**1321 Mail Service Center**  
**Raleigh, North Carolina 27699-1321** Page 4 of 9 SPO File Number: NRF Last Update June 2023

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. Within 30 days of Commencement Date, Lessor agrees to construct, upfit, repair and maintain the Premises in accordance with (a) the approved floor plan attached hereto as Exhibit A and (b) the applicable regulation and building code provisions of the governmental authority having jurisdiction over the Premises.

16. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

**The rest of this page is intentionally left blank.** Page 5 of 9 SPO File Number: NRF Last Update June 2023

**Exhibit A**  
**+ 10,610 net square feet** Page 8 of 9 SPO File Number: NRF Last Update June 2023

**Exhibit B**  
**SPECIFICATIONS FOR NON-ADVERTISED LEASE**

1. The floor plan should show building exits for the proposed space. Also, provide the year the building was constructed.
1. This facility must provide an environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act (ADA) is required. Toilet facilities shall be ADA accessible and code compliant.
2. The air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
1. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7-days per week requirement. A separate HVAC system may be required to maintain this temperature range.

1. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
  1. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard, and paper. Frequent trash and recycling pick-up required. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
  1. Lessor shall provide internal and external signs that will provide easy identification of the office by the general public (*if applicable NC DAC request please that work to be performed by [Correction Enterprises](#)*).
  1. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
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1. The Lessor shall provide sufficient window coverings shall be provided to control glare within the space (venetian blinds or acceptable equivalent).
  1. The Lessor shall provide vinyl tile or other floor covering acceptable to the State in all finished areas. Prefer carpeting for all offices and conference rooms. If floors are carpeted, they should be commercial grade 26 oz or 24 oz carpet squares preferred, acceptable to the Sub-Lessee. LVT tile is preferred in the waiting area, LAN room(s), kitchenette, restrooms and hallways. LAN room tile should be anti-static. New or like-new carpet is preferred. If not new, carpet must be professionally cleaned and all stains removed before occupancy. High traffic areas will require frequent cleaning and replacement of floor finishes to maintain a neat, clean, high-quality finish and will be at the State Property Office's discretion.
  1. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
  1. Lessor shall be responsible for snow and debris removal as quickly as possible to avoid work delays.
  1. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
  1. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
  1. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
  1. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.
  1. Lessor is responsible for providing all cleaning supplies, paper and soap products for kitchen and bathrooms regardless of who contracts for janitorial services.

**The Lessor is in agreement with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form PO-28.**

**Agenda Item #11: AIRPORT – AIRPORT PROJECT UPDATE:**

Airport Director Phil Edwards and Talbert and Bright representative John Massey gave an update on the Airport Terminal Building.

The update is available in the Clerk office for review.

**Commissioner Bullard** - Mr. Phil, I appreciate all the hard work you've done out there. You've brought the airport a long way since I remember, and I'm excited about the new terminal.

But I'm also very excited about adding more hangars. There's been a lot of interest in building more hangars to park those airplanes, and I think that'll be a great benefit for us.

**Chairman Coleman** - Mr. Talbert & Mr. Edwards, thank you for your backbone and your brain on this. We wouldn't be where we are now without you. I truly appreciate all you do.

**Agenda Item #12: AIRPORT - APPROVAL of the AMENDED AIRPORT MANAGEMENT CONTRACT:**

Airport Director Phil Edwards requested approval of the amended Airport Management Contract to extend the term to 3 years.

MOTION:

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

NORTH CAROLINA  
COLUMBUS COUNTY

MANAGEMENT CONTRACT

THIS CONTRACT, entered into this 1<sup>st</sup> day of July, 2025, by and between the COUNTY OF COLUMBUS (hereinafter called "Owner"), and CLASSIC AVIATION, NC., (hereinafter called "Manager");

WITNESS ETH:

WHEREAS, the Owner desires CLASSIC AVIATION, NC. to act as manager in the day-to-day operation of the airport.

WHEREAS, CLASSIC AVIATION, INC. has to provide management for the COLUMBUS COUNTY REGIONAL AIRPORT;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Scope of Manager Services. The Manager agrees to operate the airport in accordance with the obligation of the Owner to the State of North Carolina and/or Federal Government including any existing or future Grant Agreements. The Manager will work to secure highly competitive additional discretionary funding from the FAA. In furtherance of this general covenant, but without limiting its general applicability, the Manager specifically agrees:
- (a) to operate the airport for the use and benefit of the public;

(b) to make available all airport facilities and services to the public on fair and reasonable terms and without discrimination;

(c) to provide space on the airport, to the extent available, and to grant rights and privileges for use of the landing area facilities of the airport to all qualified persons, firms and corporations desiring to conduct aeronautical operations on the airport;

(d) to manage the County's airport property;

(e)to perform routine daily or periodic maintenance and custodial services;

(f) to inspect on a daily or periodic basis all airport facilities, including airport lighting, navigational aids, runways, ramps, and aprons and report problems/issues to the airport Authority;

(g)to coordinate grounds keeping and maintenance activities to aircraft runways, aprons and ramps, including removal of weeds and debris, with the County of Columbus and the Airport Authority;

(h) to supervise County employees that are assigned to work or conduct operations on airport property or in the airport facilities;

(i) to appoint a person to the position of Director of Airport for Columbus County at no additional costs to Owner;

G) to maintain the hours of operation of 8:00 am to 6:00 pm Monday through Saturday, 9:00 am to 6:00 pm on Sunday and as needed due to county or medical emergency; and unattended on Thanksgiving Day, Christmas Eve, Christmas Day, Easter Sunday and July 4th.

(k) to conduct informal meetings on a regular basis with airport users to discuss issues, problems, projects, user needs, and complaints. Airport Manager shall also keep the County, Airport Authority, and users apprised of proposal changes, improvements and problems;

(l)to provide users with updates to airport rules, regulations, policies, and other changes;

(m) to report in writing to the County Commissioners on the general state of Airport operations;

(n) to provide any other related management activities which are now or may become in the future customary for Airport Managers to perform.

(o) to meet with the North Carolina Department of Aviation, attend Airport Conferences, maintenance seminars and other meetings related to airport improvements and growth;

(p) establish and maintain effective working relationships with pilots, business executives, Federal, State and local officials, other County department heads, employees, airport consultants, customers, and the general public;

2. Scope of Owner's Support. Owner shall provide the following support to the airport facility and manager:

(a) adopt a budget that is sufficient to sustain airport operations;

(b) match any federal grants received from airport improvements in an amount sufficient to obtain a grant;

(c) provide no less than one full time employee and two part-time employees to support obligation under the direct supervision of the manager;

(d) provide equipment and employees to maintain the airport grounds and facilities; (e) provide a county vehicle "courtesy car" for the airports and customers use.

3. Term of Agreement. The term of this contract shall be three (3) years from the date of this contract, subject to prior termination pursuant to Section 23.

4. Payment. County shall pay MANAGER for services rendered pursuant to this agreement the sum of SIXTY TWO THOUSAND, FIVE HUNDRED, FIFTY FIVE AND 88/100 (\$62,555.88) DOLLARS annually, and compensate mileage and travel as any other County employee and payable in 12 equal monthly installments. This yearly allotted amount shall increase the same percentage amount as approved COLA increases for fiscal years 2026-2027 and 2027-2028 for County employees.

5. Exclusive Agreement. This agreement is nonexclusive. The Board of Commissioners does explicitly reserve the right to contract with other airport managers to perform same or similar duties during the duration of this contractual agreement. MANAGER, however, is not exclusively bound to the county, and MANAGER is free to pursue other private employment on either a full or part time basis.

6. Independent Contractor. MANAGER acknowledges that, in entering into this contract and providing services, the MANAGER is acting as an independent contractor; neither the MANAGER nor his or her employees, members or personnel shall be deemed or construed to be employees of Columbus County at any time during the duration of this Contract. The MANAGER shall be solely responsible for payment of all required State and Federal taxes PROVIDED HOWEVER, that the MANAGER, shall provide such documentation as COUNTY deems necessary to meet any and all federal and state tax guidelines regarding employment contract employees.

As such, the MANAGER is not entitled to, nor shall be eligible for, any benefits provided by the County to any of its permanent or temporary employees, including but not limited to vacation leave, sick leave, retirement, longevity and group insurance.

7. Indemnity. MANAGER shall indemnify and hold The Board of Commissioners and the OWNER, it agents and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorneys fees, on account of contract or personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the MANAGER hereunder, resulting from the negligence of or the willful act or omission of the MANAGER, his/her agents, employees and subcontractors.

8. Insurance. MANAGER shall provide proof of coverage through insurance already maintain by the Airport and acceptable to COUNTY, of the kinds and minimum amounts specified below.

MANAGER shall provide proof Of the general liability insurance providing liability limits of a amount of ONE .N/fILLION DOLLARS AND NO/IOO (\$1 annual aggregate. CLASSIC AVIATION, INC. shall have the insurance agent furnish COUNTY a certificate of insurance evidencing the existence of such coverage, and providing for fifteen (15) days notice of any material change in coverage.

9. Certificates and Notice of Cancellation. Before commencing work under this contract, or within a reasonable time thereafter, both parties hereto shall furnish, each to the other, with certificates of all insurance required hereunder. Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:



"The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by County".

The Certificate of Insurance, naming COUNTY as an additional insured, shall be further evidenced by an actual endorsement furnished to the County from the Insurer within thirty (30) days of the signing of the contract or a reasonable time thereafter, between the Professional and the County.

10. Business Associate Agreement. CLASSIC AVIATION, INC. shall be considered a Business Associate of Columbus County.

11. Extra Work. OWNER and MANAGER shall negotiate and agree upon the value of any extra work prior to the issuance of a Change Order covering said extra work. Such Change Order shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

12. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

13. Subcontracts. MANAGER shall utilize no subcontractors for carrying out the services to be performed under this Contract without the written approval of the County.

14. Binding Effect. This contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

15. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.

16. Inclusive Terms. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

17. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

18. Notices. All notice required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To County:

Staff Attorney

Attention: Amanda Prince 127 W. Webster Street  
Whiteville, North Carolina 28472 To Manager:

CLASSIC AVIATION, INC

P.O. Box 253

Chadbourn, NC 28431

19. Assignability. It is mutually agreed by the parties hereto that this contract is not transferable and shall not be assigned by either party without the written consent of the other party to this contract.

20. Nondiscrimination. CLASSIC AVIATION, INC. will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the activities which are the subject of this contract, because of race, creed, color, sex, age, disability, or national origin.

21. Non-appropriation. All funds for payment by the County under this contract are subject to the availability of any annual appropriation for this purpose by the Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners for the services provided under the contract} the County will terminate the contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Manager on sixty (60) days' prior written notice.

22. Amendments. This contract shall not be modified or otherwise amended except in writing signed by the parties.

23. Termination. This agreement may be terminated at any time by either party, without penalty, provided that written notice of such termination is furnished to the other party at least sixty (60) days prior to termination. Net payment shall be appropriated at the date of termination.

24. Entire Agreement. This agreement constitutes the entire understanding between the parties and supersedes all prior and independent agreements between the parties covering the subject matter hereof. Any change or modification of this agreement must be in writing signed by both parties.

IN WITNESS WHEREOF, the hereto have caused the execution of the foregoing instrument, by authority duly given and in duplicate originals, all on the day and year first above written.

COLUMBUS COUNTY COMMISSIONERS Attested by:

### ADD-ON

**Agenda Item #12-A: APPROVAL of an AGEEMENT with ANCHOR POINT PLANNING SERVICE:**

County Manager Eddie Madden requested approval of a professional services agreement with Anchor Point Planning Services.

**County Manager Eddie Madden** - You all are familiar with Wes McLeod. Wes previously served as a consultant to the county while employed by the Council of Governments, of which we are a member.

Mr. McLeod has since formed a company called Anchor Point Planning Services, LLC, and we are recommending that you engage his services to assist with the review and approval process for planned urban developments, as well as other related planning issues or concerns that may arise where our staff may need outside assistance.

Funding for this service is included in the approved FY26 budget. It is currently allocated under Salaries and Wages, and we will bring a budget amendment to you to reallocate those funds to Contracted Services.

However, in order for us to begin working with Mr. McLeod, we need your approval of this agreement.

**Attorney Amanda Prince** - The first order of business is to assist in issuing a cease and desist letter regarding campers and the expansion of campgrounds in floodways and flood zones at this time.

**MOTION:**

Commissioner Byrd made a motion to approve as presented, with the first order of business to be included, seconded by Commissioner Featherson. The motion unanimously passed.

**ANCHORPOINT PLANNING, LLC**  
**PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), is entered into as of 6/16/25 by and between Anchorpoint Planning, LLC (hereinafter referred to as "CONSULTANT"), 221 Bradley Drive, Wilmington, NC 28409 and the Columbus County (hereinafter referred to as "CLIENT"), 127 West Webster Street, Whiteville, North Carolina 28472.

IN CONSIDERATION OF the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the CLIENT and the CONSULTANT agree as follows:

1. **Engagement:** The CONSULTANT hereby agrees to an engagement for services to be delivered to the CLIENT and the CLIENT accepts the engagement upon the terms and conditions hereinafter set forth.
2. **Scope of Services:** The CONSULTANT shall develop, perform and complete the scope of services set forth in EXHIBIT A (hereinafter referred to as the "Scope of Services").
3. **Compensation:** The CLIENT shall pay the CONSULTANT a sum not to exceed \$48,000 on an annual basis for the services set forth in EXHIBIT A. The CONSULTANT will submit invoices on a monthly or quarterly basis. The CLIENT will make timely payments and the final payment will be made within 30 days of the end of the Contract Period.
4. **Term:** This Agreement shall be in effect for the period commencing on June 16, 2025 and ending no later than June 30, 2026 ("Contract Period").
5. **Failure to Pay:** If the CLIENT fails to make any payment to the CONSULTANT for services and expenses within 30 days after the CONSULTANT'S invoice then the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, suspend services under this Agreement until the CLIENT has paid in full the amounts due for services and other chargeable expenses.
6. **Termination for Convenience:** This Agreement may be terminated by either the CLIENT or the CONSULTANT with or without any cause or justification, upon one (1) month's written notice.
7. **Indemnification:** Excluding liability, loss, damage, cost and expenses resulting from the negligence of the CONSULTANT, Client shall indemnify CONSULTANT and release CONSULTANT from any and all liability, loss, damage, cost and expense including any liabilities or losses sustained because of CONSULTANT's performance of the Scope of Services.

8. **Independent Legal Review:** Nothing in this Contract shall relieve CLIENT from engaging its own legal counsel to the work product produced by CONSULTANT in connection with its performance of the Scope of Services.

9. **Severability:** If any provision of this Agreement, or the application thereof to either party is illegal, unenforceable, or otherwise held invalid in any respect by government promulgation, operation of law, court decree or otherwise, such holding(s) shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid provision.

10. **Benefit:** This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns except to the extent that the right to assign the Agreement is limited in paragraph 14(d) below.

11. **Records:** The CONSULTANT agrees to make available to the CLIENT, or to its designated representative, all of its records which relate to the services, and agrees to allow the CLIENT or said representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to these services. Access to these records shall be allowed upon request at any time during normal business hours and as often as the CLIENT or said representatives may deem necessary.

12. **Force Majeure:** In the event that either party is unable to perform its obligations under this Agreement as a result of a force majeure, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean pandemic, fire, earthquake, flood, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, war, or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned above which is beyond the control of either party.

13. **Entire Agreement:** This agreement constitutes the entire agreement and there are no oral or other representations regarding the subject of this Agreement that are binding on either party. All changes to this Agreement must be in writing, signed by both parties. It is understood and agreed that email correspondence shall constitute "a writing" to this Agreement unless expressly excluded herein.

14. **Special Provisions and Conditions:**

(a) **Nondiscrimination:** CONSULTANT agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.

(b) **Conflict of Interest:** CONSULTANT certifies that to the best of its knowledge no employee or officer of any public agency interest in this Agreement has any pecuniary interest in the business of the CLIENT or of the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner with the performance of the Agreement.

(c) Compliance with Laws: The CONSULTANT shall at all times observe and comply with all laws, ordinances and regulation of the State, Federal and Local government which may in any manner affect the performance of the Agreement.

(d) Non-Assignability: The CONSULTANT shall not assign any interest in the Agreement and shall not transfer any interests in the same without prior written consent of the CLIENT; provided, however, that claims for money due to the CONSULTANT from the CLIENT under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

(e) Personnel: The CONSULTANT represents that it has, or will secure, at its own expense, all personnel required to carry out and perform the scope of services of this Agreement. Such personnel shall not be employees of or have any relationship to any of the members of the CLIENT.

15. **Governing Law:** This Agreement has been executed in and shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date written above.

**ANCHORPOINT PLANNING, LLC**

BY:

\_\_\_\_\_  
Wes MacLeod, Principal

**COLUMBUS COUNTY**

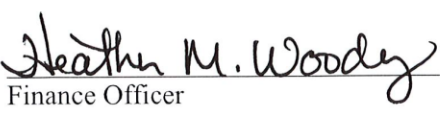
BY:

  
\_\_\_\_\_  
Eddie Madden, County Manager

ATTEST:

  
\_\_\_\_\_  
County Clerk

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

  
\_\_\_\_\_  
Finance Officer

**EXHIBIT A: Scope of Services**

Per this agreement, the CONSULTANT will provide planning and zoning technical services on an annual basis. The CONSULTANT will provide services which may include staffing Planning Board, Board of Adjustment, and Board of Commissioner meetings; developing staff reports for board meetings; performing technical review for variances, appeals, special use permits, subdivisions, rezonings, and related development approvals; drafting text amendments as requested by County staff and boards; creating maps and other technical products; and communicating directly with developers and property owners. General services associated with local government administration, as requested by County officials, may also be included as part of the scope of services for this agreement. As part of the agreement, the CONSULTANT will assist County staff, citizens, and the development community in the administration of the County’s zoning and development regulations.

The CONSULTANT will send invoices monthly or quarterly reflecting hours worked, hourly rate, and travel at the IRS mileage rate.

Anchorpoint Planning provides tailored planning services for communities across North Carolina, with a focus on land use planning, development regulations, and on-call staff support. Our fees reflect the depth of experience and quality of service we bring to every project.

Professional Service Rates

Service Category	Rate
Principal Planner	\$125/hour
Director of Planning Services/ Senior Planner	\$100/hour
Associate Planner/GIS Support	\$75/hour
Planning Intern	\$25/hour

In the event that planning services rendered is approaching the maximum expenses per this agreement, then any further fees must be approved by the County Manager. CONSULTANT staff will periodically update County staff of the current status of the agreement and provide prompt notification of any potential overage which may necessitate a modification to this agreement.

**Agenda Item #13:    TRANSPORTATION – APPROVAL to the RENEW ANNUAL LEASE with TRANSDEV:**

Transportation Director Joy Jacobs requested approval to renew annual lease with Transdev.

**MOTION:**

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

Rev. 4/11

**VEHICLE LEASE AGREEMENT**

This Vehicle Lease Agreement, hereinafter referred to as “Agreement,” is made and entered into this 1st day of July, 2025, between Columbus County, hereinafter referred to as “Lessor,” and Transdev Services Inc, hereinafter referred to as “Lessee.” This Agreement is a subcontract of the agreement(s) between the North Carolina Department of Transportation (NCDOT) and the Lessor. All other provisions contained in the agreement(s) between the North Carolina Department of Transportation and the Lessor, the Federal Transit Administration (FTA) Master Agreement (16) dated October 1, 2009, the State Management Plan for Federal and State Transportation Programs, and any subsequent amendments or revisions thereto, are herein incorporated by reference.

**WITNESSTH:**

Article I

Leased Vehicles: The Lessor hereby leases to the Lessee the vehicle(s) described in Exhibit 1 attached herewith and made a part hereof (hereinafter referred to as vehicle(s) upon the conditions and covenants set forth below). The vehicles shall be operated by the Lessee to serve the best interest and welfare of the Lessor and the public. The vehicles shall be maintained and operated in a manner that will provide the maximum amount of safety and protection to the Lessee's employees and passengers. The Lessee shall adhere to all drivers' license requirements set forth by the State and Federal governments. (Commercial Driver's License is required for all vehicles with a capacity of 16 or more passengers, including the driver). The Lessee will be responsible for all fees incurred for the registration (license tag) of the vehicle; form MVR 330. Transfer of Registration, will need to be completed and filed with the N.C. Division of Motor Vehicles (NCDMV). The Lessee shall utilize the Lessor's equipment in accordance with the procedures and guidelines set forth in FTA Circulars 5010.1D, dated November 1, 2008 and 9040.1F, dated April 1, 2007, or any subsequent revisions or amendments thereto, the Lessor description set forth in the Lessor's application and the Transportation Development Plan (TDP), Community Transportation Service Plan (CTSP) or Community Transportation Improvement Plan (CTIP) for County. The Lessee shall not sublease the Lessor's equipment to another entity without the expressed written consent of the Lessor and the NCDOT/ Integrated Mobility Division (IMD).

Article II

Terms of Lease and Commencement Date: The term of this Agreement shall be for 12 months, commencing on July 1, 2025, the date that the vehicle(s) are placed in service by the Lessee, and continuing until June 30, 2026, or until this Agreement is canceled or terminated in writing by either the Lessor or Lessee, or by mutual consent, with 30 days advance notice. If the Lessor is leasing vehicles to a private operator (the lessee), the term of this Agreement shall run concurrent with the service agreement. The maximum term of any lease agreement shall not exceed five (5) years. In the event of breach or noncompliance with this Agreement, the Lessor may terminate this Agreement by giving the Lessee advance written notice. (See Article VII - Federal Requirements)



## Article III

Consideration: In consideration for leasing the vehicle(s), the Lessee agrees to pay the Lessor \$1.00 per vehicle for the term of the Agreement, and the Lessee further agrees to bear all costs of maintenance, operation, and repair of leased vehicle(s) described in Exhibit 1. The Lessee agrees to hold Lessor harmless for any damages arising out of the use, maintenance, or operations of the leased vehicle by the Lessee or any third party for any purpose whatsoever, with the Lessee's responsibilities more fully described hereinafter.

## Article IV

Routine Maintenance and Operation Expenses: The Lessee assumes the full and sole responsibility for maintaining the Lessor's equipment at a high level of cleanliness, safety, and mechanical soundness. The Lessee agrees to pay all charges for gasoline, oil, parts, services used or supplied for the vehicle during the term of this Agreement and shall indemnify the Lessor against all liability on such account. Lessor shall not be required to furnish any services, parts/materials, facilities or personnel to make any repairs to or maintain the vehicle(s); this is clearly and entirely the responsibility of the Lessee. The Lessee shall have a Preventive Maintenance Program/Schedule that, at a minimum, meets manufacturer guidelines and recommendations for maintaining vehicles. The Lessee must document and track all vehicle maintenance activities in a Preventive Maintenance Record format. The Preventive Maintenance Guidelines published by the Integrated Mobility Division or any subsequent Maintenance Program/Record issued by the division is available electronically upon request. This Maintenance program shall be tracked in AssetWorks, a software program required by NCDOT. The Lessor may require periodic reports on operation or maintenance activities.

The Lessor, the Integrated Mobility Division, the Federal Transit Administration, or any agent thereof, shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and the proper maintenance of the leased equipment.

## Article V

Liability and Insurance: The Lessee assumes all liability regarding the provision of passenger service while utilizing the leased vehicle(s) and agrees to indemnify the Lessor for any losses incurred by the Lessee, or its management, or Board of Directors because of tortuous conduct occurring in the course of the operation of leased vehicle(s). The Lessee will cover its activities and vehicle(s) with insurance sufficient to protect the Lessee, their management and Board of Directors, the Lessor, the Integrated Mobility Division, and the Federal Transit Administration from any loss whatsoever, in regard to vehicle(s).

The Lessee shall provide a copy of the insurance policy to the Lessor. On an annual basis, proof of adequate insurance shall be provided to the Lessor, the Integrated Mobility Division or any agent thereof.

Liability Insurance: North Carolina law requires continuous liability coverage to be in effect on the vehicle(s) during the entire time it is registered and the license plate is in your possession. The insurance must be provided by a company that is licensed to do business in the state of North Carolina. The law is designed to compensate accident victims for property losses and personal injuries and is designed for the Lessee's protection.



Fire and Other Casualty Insurance: The Lessee, at its own cost and expense, shall keep the vehicle(s) insured against loss or damage by fire or other risk now or hereinafter embraced by the term “*comprehensive and collision coverage*.” The coverage shall be sufficient to create and assure a fund to be used to replace or repair the vehicle(s) in the event that damage or destruction necessitates the same. The Lessee shall be responsible for protecting the vehicle(s), based on the current market value, by maintaining adequate insurance throughout the Agreement period for the equipment. Failure of the Lessee to provide adequate insurance shall be considered a breach of this Agreement and, after notification by the Lessor, may result in termination of this Agreement.

The Lessee agrees to notify the Lessor immediately when any vehicle is withdrawn from service due to casualty loss. Fair market value shall be deemed to be equal to the damages paid by the Lessee's insurance carrier or from a self-insured reserve account. Lessor has no obligation for any loss in regard to the vehicle(s).

In no event shall salvage value be considered as fair market value for project equipment.

Article VI

Training: The Lessee assures that its vehicle operators are properly trained on vehicle operation and the correct use of special equipment, such as, but not limited to, wheelchair lift equipment and wheelchair tie-down mechanisms and restraints. The Lessor will provide proof of such training upon request.

Article VII

Leasing to a Private Operator: If the Lessee is a private operator under contract by a service agreement with the Lessor, all references in the service agreement, dated, are hereby incorporated by reference as is this Agreement incorporated by reference into the service agreement. The monetary consideration, indicated in Article III, may be waived.

Article VIII

FEDERAL/STATE REQUIREMENTS AND SPECIAL CONDITIONS

Because the project activities performed by grant recipients, subrecipients, or extended through to a lower tier contract or agreement must be carried out in accordance with the Master Agreement, the applicable Federal and State requirements and conditions must be included in this Agreement. The Lessee is responsible under federal law to comply with these requirements including, but not limited to, the following:

**Federal Changes** - The Lessee understands that any State or Federal laws, regulations, policies, and related administrative practices applicable to this Agreement may be modified, amended or promulgated from time to time during the term of this Agreement. The Lessee agrees and shall comply with the most recent of such Federal requirements that will govern this Agreement at any particular time, unless the Federal Government determines otherwise. Likewise, new Federal laws, regulations, policies and administrative practices may be established after this Agreement is executed and may apply to this Agreement. The Lessee's failure to so comply shall constitute a material breach of this Agreement. The following identifies, but is not limited to, the federal requirements that shall apply to this Agreement.

**Conflict of Interest** - No employee, officer, board member, or agent of the Lessee shall participate in the selection, award, or administration of a contract supported by State and/or Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

**Lobbying** - Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Lessee agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**Debarment and Suspensions** - This Agreement is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. As such, the Lessor is required to verify that none of the third party contractors, (Lessee), its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945.

The Lessee is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this Agreement, the Lessee certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Lessor. If it is later determined that the Lessee knowingly rendered an erroneous certification, in addition to remedies available to the Lessor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Lessee agrees to comply with the requirements of 2 CFR 180, Subpart C while this Agreement is valid and throughout the period of this Agreement. The Lessee further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Lessor will be reviewing all third party contractors (Lessees) under the **System for Award Management** System at [www.sam.gov](http://www.sam.gov) before entering into any contracts.

**No Federal Government Obligations to Third Parties** - The Lessee acknowledges and agrees that, notwithstanding any concurrence by Federal and/or State Government in or approval of the solicitation or award of the underlying agreement, absent the express written consent by Federal and/or State Government, Federal and State Governments are not parties to this Agreement and shall not be subject to any obligations or liabilities to the Lessee, or any other party (whether or not a party to that agreement) pertaining to any matter resulting from the underlying agreement.

**Civil Rights:**

- (1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 § 6101 *et seq.*, section 202 of the Americans with Disabilities Act of 1990, 42 § 12101, and Federal transit law at 49 U.S.C. § 5332, the Lessee agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Lessee agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 

(a) The third party Lessee and all lower tiers shall comply with all provisions of FTA Circular 4701.1A, "Title VI and Title VI Dependent Guidelines for Federal Transit Administration recipients", May 13, 2007.
- (2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
 

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Lessee agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Lessee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Lessee agrees to comply with any implementing requirements FTA may issue.

(b) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Lessee agrees to comply and assures the compliance of each sublessee at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.
- (3) **Nondiscrimination on the Basis of Age** – The Lessee agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625.
- (4) **Access for Individuals with Disabilities** - The Lessee agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Lessee also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Lessee agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:
 

(1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;

(2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49

C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;

(5) U.S. DOJ regulations “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities.” 28 C.F.R. Part 36;

(6) U.S. GSA regulations “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;

(7) U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 49 C.F.R. Part 64, Subpart F;

(9) U.S. Architectural and Transportation Barriers Compliance Board regulations, “Electronic and Information Technology Accessibility Standards.” 36 C.F.R. Part 1194;

(10) FTA regulations, “Transportation of Elderly and Handicapped Persons,” 49 C.F.R. part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

- (5) **Access to Services for Persons with Limited English Proficiency.** The Lessee agrees to comply with Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 *Fed. Reg.* 74087, December 14, 2005.
- (6) **Environmental Justice.** The Lessee agrees to comply with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 42 U.S.C. § 4321 note.
- (7) **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the Lessee agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 *et seq.*, and any amendments to these laws.
- (8) **Other Nondiscrimination Statutes.** The Lessee agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to this Contract.
- (9) The Lessee also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **Clean Air Act –**

(a) The Lessee agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7414 as amended and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Lessee agrees to report each violation to the Lessor and understands and agrees that the Lessor will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Lessee also agrees to comply with the applicable requirements of section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, “Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities,” dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, “Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act,” 40 C.F.R. Part 51, Subpart T; and “Determining Conformity of Federal Actions to State or Federal Implementation Plans,” 40 C.F.R. Part 93, and any subsequent Federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Lessee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Lessee further agrees that any Project

identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(c) The Lessee also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

### **Clean Water –**

(a) The Lessee agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377, The Lessee agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Lessee also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**Environmental Protection** - The Lessee agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended 42 U.S.C. subsection 4321 et seq. in accordance with Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 59 Fed. Reg. 7629, Feb. 16, 1994, FTA statutory requirements on environmental matters at 49 U.S.C. section 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq. and joint FHWA FTA regulations, “environmental Impact and Related procedures,” 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and when promulgated, FHWA/FTA joint regulations, “NEPA and Related Procedures for Transportation Decision-making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 C.F.R. Part 1420 and 49 C.F.R. Part 623. As a result of enactment of 23 U.S.C. §§ 139 and 326 as well as amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA final guidance, “SAFETEA-LU Environmental Review Process (Public Law 109-59),” 71 Fed. Reg. 66576 et seq. November 15, 2006 and any subsequent applicable Federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

**Energy Conservation** - The Lessee agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

**Recycled Products** - To the extent possible the contractor agrees to comply with U. S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guidelines for Products Containing Recovered Materials,” 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962. The contractor agrees to provide competitive preference for products and services that conserve natural resources, protect the environment and are energy efficient, except to the extent that the Federal Government determines otherwise in writing. These items include, but may not be limited to:

***Paper and paper products***, excluding building and construction paper grades.

***Vehicular products:***

- (a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
- (b) Tires, excluding airplane tires.
- (c) Reclaimed engine coolants, excluding coolants used in non- vehicular applications.
- (d) Rebuilt vehicular parts.

***Transportation products:***

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.
- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.
- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

***Miscellaneous products:***

- (a) Pallets containing recovered wood, plastic, or paperboard.
- (b) Sorbents containing recovered materials for use in oil and solvent clean-ups and as animal bedding.
- (c) Industrial drums containing recovered steel, plastic, or paper.
- (d) Awards and plaques containing recovered glass, wood, paper, or plastic.
- (e) Mats containing recovered rubber and/or plastic.
- (f) (1) Non-road signs containing recovered plastic or aluminum and road signs containing recovered aluminum.
- (2) Sign supports and posts containing recovered plastic or steel.
- (g) Manual-grade strapping containing recovered steel or plastic.
- (h) Bike racks containing recovered steel or plastic.

- (i) Blasting grit containing recovered steel, coal and metal slag, bottom ash, glass, plastic, fused alumina oxide, or walnut shells.

***Park and recreation products:***

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.
- (c) Park benches and picnic tables containing recovered steel, aluminum, plastic, or concrete.
- (d) Playground equipment containing recovered plastic, steel, or aluminum.

***Landscaping products:***

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, grass clippings, and/ or food waste for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.
- (e) Plastic lumber landscaping timbers and posts containing recovered materials.

***Non-paper office products:***

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.
- (h) Plastic clipboards containing recovered plastic.
- (i) Plastic file folders containing recovered plastic.
- (j) Plastic clip portfolios containing recovered plastic.
- (k) Plastic presentation folders containing recovered plastic.
- (l) Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

**Termination or Cancellation of Agreement** - Termination or cancellation of this Agreement, in whole or in part, may be initiated by either the Lessor or the Lessee if it is in the best interest of that party. A notice of termination shall be delivered to the Lessee or Lessor, specifying the extent to which performance of work under this Agreement is terminated, and the date upon which such termination becomes effective. A 30-day notice of termination shall be required. If this Agreement is terminated, the Lessor shall be liable only for payments under the payment provisions of the contract for services rendered before the effective date of termination.

**Breach of Contract** - If the Lessee fails to provide the services within the specified terms of this Agreement, or fails to perform within the provisions of this Agreement, this Agreement may be terminated by reason of default or breach. A written notice of default or breach of agreement shall be presented to the Lessee within three (3) working days of such failure, advising the Lessee that this Agreement may be terminated in thirty (30) days.

If it is determined that the Lessee had an excusable reason for not providing service, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Lessee, the Lessor may allow the Lessee to continue the service, or treat the termination as a termination for convenience.

The Lessor may allow the Lessee a specified period of time in which to correct the deficiency; the notice of termination will state the time period in which the correction is permitted and other appropriate conditions. If the Lessee fails to remedy to the Lessor's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement within the specified time period, the Lessor shall have the right to terminate this Agreement without any further obligation to Lessee. Any such termination for default shall not in any way operate to preclude the Lessor from also pursuing all available remedies against Lessee and its sureties for said breach or default.

**Resolution of Disputes -**

Disputes - Disputes arising in the performance of this Agreement which are not resolved through discussions by the parties shall be decided in writing by the authorized representative of the Lessor. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Lessee mails or otherwise furnishes a written appeal to the authorized representative of the Lessor. In connection with any such appeal, the Lessee shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Lessor shall be binding upon the Lessee and the Lessee shall abide by the decision.

Performance during Dispute - Unless otherwise directed by the Lessor, the Lessee shall continue performance under this Agreement while matters in dispute are being resolved.

Claims for Damages - Any claim resulting from injury or damage to person or property because of any act or omission of the Lessee or of any of his employees, agents or others for whose acts he is legally liable, should be made in writing to the Lessee. The Lessee is responsible for settlement of all such claims.

Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the Lessor and the Lessee arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the County in which the Lessor is located.

Rights and Remedies - The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Lessor or Lessee shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Nonconstruction Employee Protection Requirements** - Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C Sections 327 through 333 are mandated under DOL regulation 29 C.F.R. Section 5.5.

- (1) *Overtime requirements* - No Lessee contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages* - In the event of any violation of the clause set forth in paragraph (1) of this section the Lessee responsible therefore shall be liable for the unpaid wages. In addition, such Lessee shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages* - The Lessor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Lessee under any such contract or any other Federal contract with the same prime Lessee, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Lessee, such sums as may be determined to be necessary to satisfy any liabilities of such Lessee for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Payrolls and basic records* - (i) Payrolls and basic records relating thereto shall be maintained by the Lessee during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Lessor). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Lessee shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Lessees employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

#### **False or Fraudulent Statements and Claims -**

(1) The Lessee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its

actions pertaining to this Project. Upon execution of the underlying contract, the Lessee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Lessee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Lessee to the extent the Federal Government deems appropriate.

(2) The Lessee also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, or agreement with or to the Federal Government involving a project authorized by 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Lessee the penalties of 49 U.S.C. 5323(l), 18 U.S.C. § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.

**Reporting, Record Retention, and Access** - The following access to records requirements apply to this Agreement:

1. In accordance with the "Common Rule" 49 C.F.R. Parts 18 and 19, Reports and Records, the Lessee agrees to provide the Lessor, the NCDOT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Lessee which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
2. The Lessee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Lessee agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Lessee agrees to maintain same until the Lessor, the NCDOT, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

**Privacy** - To the extent that the Lessee, or its sub-lessees, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, the Lessee agrees to comply with, and assure the compliance of its sub-lessees or employees, if any, with the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552, (the Privacy Act).

The Lessee shall obtain the express consent of the Department and the Federal Government before the Lessee, and any sub-lessee, or any of their respective employees operate a system of records on behalf of the Federal Government. Failure to do so may result in termination of the Agreement and civil and criminal penalties for violation of the Privacy Act.

**Charter Service Operations** - The Lessee agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, amended at 73 *Fed. Reg.* 2325 *et seq.*, January 14, 2008, and amended at 73 *Fed. Reg.* 44927 *et seq.*, August 1, 2008, and 73 *Fed. Reg.* 46554 *et seq.*, August 11, 2008. This provides that lessees and sub-lessees of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities except under special circumstances.

**School Bus Operations** - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

**Drug and Alcohol Testing** - In accordance with the FTA Drug and Alcohol Regulation, 49 CFR 655, revised October 1, 2005, that implemented 49 U.S.C. § 5331, and any subsequent revisions or amendments thereto, the Lessor shall require the Lessee to have a drug and alcohol testing program for safety sensitive employees. Testing will include pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

Safety sensitive employees are employees that perform the following functions:

- ☐ operating a revenue vehicle including when not in revenue service
- ☐ operating a non-revenue vehicle when required to be operated by a holder of a Commercial Driver's License (CDL)
- ☐ controlling dispatch or movement of a revenue service vehicle
- ☐ maintaining, repairing, overhauling, and rebuilding a revenue service vehicle or equipment used in revenue service (Note: a sub-lessee that provides maintenance services to an operations contractor (lessee) is subject to FTA's drug and alcohol testing regulations)

This program takes effect immediately upon the execution of the contract.



**Federal Motor Carrier Safety Administration** - The Lessee will comply with the applicable provisions of the following promulgated U.S. FMCSA regulations.

Financial Responsibility.

1. To extent that the Lessee is engaged in interstate commerce and not within a defined commercial zone, the Lessee agrees to comply with U.S. FMCSA regulations, "Minimum Level of Financial Responsibility for Motor Carriers", 49 U.S.C. Part 387, Dealing with economic registration and insurance requirements.
  - a) The amount of insurance required of Federal assistance recipients (5307, 5310 and 5311) is reduced to the highest amount of any state in which the transit provider operates.
2. To extent that the Lessee is engaged in interstate commerce and not within a defined commercial zone, and the grant recipient is not a unit of government (defined as Federal Government, a state, any political subdivision of a state or any agency established under a compact between states), the Lessee agrees to comply with U.S. FMCSA regulations, Subpart B, "Federal Motor Carrier Safety Regulation", at 49 CFR Parts 390 through 396.

Driver Qualifications.

1. The Lessee agree to comply with U.S. FMCSA's regulations, "Commercial Driver's License Standards, Requirements, and Penalties", 49 CFR Part 383.

Substance Abuse Rules for Motor Carriers

1. The Lessee or third party agree to comply with U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements" 49 CFR Part 382, which apply to transit providers that operate a commercial motor vehicle that has a gross vehicle weight rating over 26,000 pounds or is designed to transport sixteen (16) or more passengers, including the driver.

**Hold Harmless** - Except as prohibited or otherwise limited by State law, the Lessee agrees to indemnify, save, and hold harmless the Lessor of this Agreement, the North Carolina Department of Transportation, the Federal Transit Administration and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any negligent or willful acts or omissions by the Lessee, or the officers, agents, employees of the Lessee, or the failure to perform or comply with any of the provisions of this Agreement.

**Transit Employee Protective Agreements** - The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Lessee recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.) These provisions are applicable to all contracts and subcontracts at every tier.

Transit Employee Protective Provisions.

(1) The Lessee agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Lessee agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Lessee agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Lessee agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Lessee agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Lessee agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Lessee also agrees to include the any applicable requirements in each sublease involving transit operations financed in whole or in part with Federal assistance provided by FTA.

### **Safe Operation of Motor Vehicles**

a. Seat Belt Use. Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

b. Distracted Driving, Including Texting While Driving. Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

c. Safety. The Contractor is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving— Company-owned or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.

(2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

d. Definitions

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

**Sensitive Security Information** - Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract. This is to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

### **North Carolina State Ethic's Requirement**

Pursuant to Governor Perdue's Executive Order # 24, this section should be included in the terms and conditions of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

1) "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”

To be added near the signature portion of all contracts let by the Governor’s Cabinet Agencies and the Office of the Governor:

“N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.”

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by the Lessor (NCDOT/PTD), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the Lessor, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Lessee shall not perform any act, fail to perform any act, or refuse to comply with any Lessor requests which would cause the Lessor to be in violation of the FTA terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in its respective names, by its duly authorized officers.

LESSOR

LESSEE

COLUMBUS COUNTY

Transdev Services, Inc

By: \_\_\_\_\_  
Printed Name: Lavern Coleman  
Title: Chairman, Columbus County  
Commissioners  
Date Signed:\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name:  
Title:  
Date Signed: \_\_\_\_\_  
  
By: \_\_\_\_\_  
Printed Name:  
Title:  
Date Signed: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Columbus County Attorney

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

\_\_\_\_\_  
Columbus County Finance Officer

The vehicle(s) referred to in the preceding Agreement to which this exhibit is attached are described as follows:

Description of Vehicles

Model Year	Model	VIN Number	Vehicle Type
2020	MVAN	2C4RDGBG0LR175776	Minivan
2025	MVAN	2C4RC1BG3SR527635	Minivan
2019	STARLITE	1FDEE3FS2KDC59758	20ft LTV Lift
2020	U4XE	1FDVU4X86LKB17597	Lift Conversion Van
2017	E-350	1FDEE3FS9HDC31979	20 Ft LTV
2019	S4XE	1FTRS4XM8KKA77143	Lift Conversion Van
2022	X2CG	1FDAX2CG1NKA69808	Lift Conversion Van
2019	S4XE	1FTRS4XM4KKA53793	20ft LTV
2015	MINIVAN	2C4RDGCGXFR719509	Minivan
2024	Starlite	1FDEE3FN2RDD33636	20 Ft LTV
2018	Elkhart	1FDEE3FS3JDC18599	20Ft Lift
2025	E-350	1FDEE3FN7SDD08432	20 FT LTV Lift
2025	E-350	1FDEE3FN8SDD08374	20 FT LTV Lift
2021	Starcraft	1FDEE3FNXMDC20591	20 Ft Lift
2021	Starcraft	1FDEE3FN1MDC20592	20 Ft Lift
2021	E-250 Allstar	1FDEE3FN9MDC09825	22 Ft Lift
2022	K1CF	1FDZK1C85NKA69413	Lift Conversion Van
2022	K1CF	1FDZK1C8XNKA70024	Lift Conversion Van

THE VEHICLE(S) CANNOT BE LEASED TO A SUB-LESSEE WITHOUT WRITTEN AUTHORIZATION FROM THE LESSOR AND THE INTEGRATED MOBILITY DIVISION.

Agenda Item #14: OPIOID SETTLEMENT – APPROVAL of the CONTRACT EXTENSION for DRUG COURT DEVELOPMENT SERVICES and RESOLUTION ASSOCIATED:

County Manager Eddie Madden requested approval of the contract extension for Drug Court Development Services and the Resolution associated.

MOTION:

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

County Manager Eddie Madden - I just want to announce that our first Drug Court will take place later this summer. This is thanks to the work of our consultant, Ms. Sid Wifford, and also with the assistance of Ms. Carrie Minky in supporting the court system through this process.

A RESOLUTION BY THE COUNTY OF Columbus  
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

WHEREAS Columbus County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids. Including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”);

WHEREAS Columbus County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

**WHEREAS** section E.6 of the MOA states that, before spending opioid settlement funds, the local government’s governing body must adopt a resolution that:

- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

**NOW, THEREFORE BE IT RESOLVED**, in alignment with the NC MOA, Columbus County authorizes the expenditure of opioid settlement funds as follows:

- 1. First strategy authorized**
  - a. LEADERSHIP, PLANNING AND COORDINATION
  - b. Exhibit A-1
  - c. \$100,000
  - d. July 1, 2025 through End date June 30, 2026
  - e. Columbus County to update its strategic plan as required by the MOA and support grant writing efforts to leverage the opioid settlement funds to expand services if opportunities become available and coordinate implementation of the plan as needed.
  - f. Provider: Columbus County contract with ACT Associates, LLC
  
- 2. Second strategy authorized**
  - a. HARM REDUCTION-NALOXONE DISTRIBUTION
  - b. Exhibit A-7
  - c. \$18,000
  - d. July 1, 2025-June 30, 2026
  - e. Columbus County provides Naloxone for its County and municipal first responders as needed.
  - f. Provider: Columbus County.
  
- 3. Third strategy authorized**
  - a. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)
  - b. Exhibit B: H-5
  - c. \$15,000
  - d. July 1, 2025 through June 30, 2026
  - e. Software support for EMS database to track Opioid and other drug overdoses occurring in the County EMS system.
  - f. Provider: Columbus County
  
- 4. Fourth strategy authorized**
  - a. SUPPORT PEOPLE IN TREATMENT AND RECOVERY
  - b. Exhibit B: B-2
  - c. \$289,080.00
  - d. July 1, 2025 through June 30, 2026
  - e. Columbus County needs to continue to execute a contract for an estimated need of 10-12 beds per day/annually with The Healing Place of New Hanover County for services. The County has entered into a contract with The Healing Place of New Hanover County to contract for beds available to adult men and women from Columbus County. The Healing Place of New Hanover County will allow individuals with Opioid Use Disorder to be admitted and offer the use of Vivitrol (one/month/injectable Naltrexone) to assist the individual with Opioid cravings.
  - f. Provider: The Healing Place of New Hanover County
  
- 5. Fifth strategy authorized**
  - a. CONNECT PEOPLE WHO NEED HELP TO THE HELY THEY NEED
  - b. Exhibit B: C-16
  - c. \$91,500.00
  - d. July 1, 2025 through June 30, 2026
  - e. Hire an independent contractor to assist Columbus County residents in identifying and accessing treatment services. The contractor will serve as the County Liaison for Columbus County referrals to The Healing Place of New Hanover County. The contractor will organize and update as needed, a County resource guide that contains information regarding available services for Opioid Use Disorder, Substance Use Disorder, and Mental Health conditions. The resource will also list other supports that can be utilized by County residents needed to support and gain recovery. The contractor will provide in-service training to community groups on topics of stigma, Naltrexone (Narcan), SBIRT (Screening, Brief Intervention and Referral to Treatment) and other topics as assigned and needed in the community to intervene with the County’s individuals and families affected by Opioid use. Funds allocated include cost of independent contractor and materials needed to provide public education on relevant subjects, acceptable mileage, meal and training reimbursements.
  - f. Provider: Columbus County
  
- 6. Sixth strategy authorized**
  - a. PREVENT MISUSE OF OPIOIDS
  - b. Exhibit B: G-9
  - c. \$30,000
  - d. July 1, 2025 through June 30, 2026
  - e. Columbus County implemented a 6-10<sup>th</sup> grade Evidence Based Practice Prevention program in the Whiteville and Columbus County School Systems. The program was implemented year 1 in 6<sup>th</sup> grade. Funds will be allocated to implement the curricula in the 6<sup>th</sup> and 7<sup>th</sup> and 8<sup>th</sup> grades for the school year beginning in Fall 2025. The project would train up to 20-6<sup>th</sup> grade teachers and up to 1725 students in year 3, across both school systems.
  - f. Provider: Botkin “Lifeskills Training” – Evidence Based Prevention curricula.

**7. Seventh Strategy Authorized**

- a. PREVENT MISUSE OF OPIOIDS
- b. Exhibit B: G-9
- c. \$42,700
- d. July 1, 2025-June 30, 2026
- e. Columbus County and Whiteville School Systems will be installing Vape Detectors in the high schools to identify students who are using Vape products on school property. Vape Detection will assist the school in identifying students who may be vaping opioids and other illicit substances on school property and assist in early intervention into harmful activities.
- f. Provider: Columbus County and Whiteville School systems via a contract with Lockstep Technology Group.

**8. Eighth strategy authorized-amended**

- a. SUPPORT TREATMENT AND RECOVERY COURTS THAT PROVIDE EVIDENCE BASED OPTIONS FOR PERSONS W OUD AND ANY CO-OCCURRING SUD.MH CONDITIONS.
- b. B: D-3
- c. \$260,992.75 + \$29,500.00 (extension for south Brunswick contract from July 1, 2025-October 1, 2025) +\$29,964.72 for the addition of a .5 FTE Sheriff's Deputy to staff the Recovery Court. Total amended amount = \$320,457.47
- d. July 1, 2025 through June 30, 2026
- e. Amended explanation: Provide funding to extend the contract for Consultant to develop Recovery Court handbooks, manual that meet the National Drug Court Standard and to provide half the cost of a Sheriff's deputy to staff the Recovery Court. Provide funding for up to 1 year of operations for a Columbus County Recovery Court operating out of the District Court. Budget will include staff, court personnel mandatory national training, urinalysis, supplies, assessment and case management software systems, Allocated funds will support registration, travel, lodging, and per diem expenses. Purpose of the funding is to support the development of a Recovery Court which meets the national drug court standards and will qualify the Court for potential future grant funding to sustain it in the future.
- f. Provider: Columbus County.

**9. Ninth strategy authorized**

- a. PREVENT MISUSE OF OPIOIDS
- b. B:G-2
- c. \$20,000
- d. July 1, 2025-June 30, 2026
- e. Maintain current County Resource List and regularly update Quit-It Columbus Facebook Resource Page
- f. Provider: Columbus County

**10. Tenth strategy authorized**

- a. PREVENT MISUSE OF OPIOIDS
- b. B: G-1
- c. \$30,000
- d. July 1, 2025-June 30, 2026
- e. Update Marketing materials, develop outreach efforts at community education about opioids and other harmful substance use to outlying areas and municipalities in Columbus County including posters, brochures, bill-boards, mailers, yard signs.
- f. Provider; Columbus County via contract with Josh Fraim and Indigo Media, Inc.

**11. Eleventh strategy authorized**

- a. SUPPORT PEOPLE IN TREATMENT AND RECOVERY
- b. B: B-7
- c. \$7500
- d. July 1 2025- June 30, 2026
- e. Provide (up to \$5000) to transport Columbus County residents to Jacksonville and Greenville for detoxification/stabilization services for conditions related to their opioid, dual diagnosis or other substance use issues requiring specialized assessment and stabilization. Provide (up to \$2500) to individuals who are in recovery from Opioid and other substance use disorders who need financial assistance in the forms of rent or utility deposits for recovery housing needs.
- f. Provider: Columbus County.

**12. Twelfth strategy authorized**

- a. LEADERSHIP, PLANNING AND COORDINATION
- b. B: J-4
- c. \$72,000
- d. July 1, 2025-June 30 , 2026.
- e. This supports two part-time positions within the County Government: Grants Coordinator and Accounting Technician who account for the Opioid Settlement Funding and outcomes reporting requirements.
- f. Provider: Columbus County.

**13. Thirteenth strategy authorized**

- a. PREVENT OVERDOSE AND OTHER HARMS
- b. B: H-13
- c. \$42,700
- d. July 1, 2025-June 30, 2026
- e. With the rise in fentanyl and other illicit drugs, deputies need to be equipped with technology that will protect the staff during a search and seizure which may include highly toxic substances harmful to the individuals conducting

- the searches. These funds will provide a narcotics detector for the Columbus County Sheriff’s Department which will prevent the deputies from exposure to the toxic substances like fentanyl.
- f. Provider: Columbus County Sheriff’s Department.

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$1,079,337.47. Adopted this the ... day of....., 2025.

Laverne Coleman, Chair  
Columbus County Board of Commissioners

ATTEST:

Jana Nealey, Clerk to the Board

COUNTY SEAL

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

CONTRACT EXTENSION FOR SERVICES

1. Purpose of Employment

The County of Columbus (hereafter COUNTY), retains and contracts with Dr. Carrie S. C. Menke LLC registered to do business in the State of North Carolina (hereinafter referred to as Contractor) to provide services to Columbus County pursuant to the Scope of Services below.

2. Fee

Rate of pay will be based upon the following:

- a. Columbus County District 15 Adult Drug Court development and coordination billed at \$50.00 per hour not to exceed 40 hours per week from July 1, 2025- October 1, 2025 not to exceed \$25,000.00. Contractor will submit a monthly invoice, receipt for expenses including mileage at the IRS reimbursable rate. Contractor will be expected to submit completed monthly reports Drug Court development and coordination functions conducted during the month by the 3rd working day of the month. Since this is a contract position, the County is not liable for any benefits, workmen’s compensation or taxes withheld. These are the responsibility of the Contract position.
- b. Provide up to 10 drug court assessments as needed at a cost of \$250.00 for each assessment not to exceed \$2500.00.

It is understood and agreed, by and between Contractor and COUNTY, that the maximum amount paid to Contractor under this Contract will be TWENTY-SIX THOUSAND FIVE HUNDRED DOLLARS.

COUNTY understands that all bills are due when received. COUNTY agrees to pay any outstanding balance within THIRTY (30) days of receiving the bill.

3. Terms and Conditions

The term of this Contract shall be from JULY 1, 2025 through October 1, 2025.

4. Contract Deliverables:

- a. By October 1, 2025, provide a standards, procedures and defendant operations manual which meets the standards set forth by the National Drug Court Standards.
- c. Effective July 1, 2025 thru October 1, 2025 serve as the Columbus County Adult Drug Court Coordinator and take responsibility for the start-up, communication and coordination of the Adult Drug Court’s activities and functions.

Scope of Work Summary of Tasks

The Independent Contractor will serve as the primary contact for the Adult Drug Court for the District Court 15 and develop the written operating policies and procedures necessary for the Adult Drug Court operation to meet the standards set by the National Adult Drug Treatment Court Best Practice Standards guidelines. The Independent Contractor by virtue of her professional license will conduct and/or supervise the provision of evidence-based assessment process of up to 10 substance use assessments ordered by the District Courts and complete the paperwork necessary to communicate with the courts assessment findings and treatment recommendations based upon ASAM (American Society of Addiction Medicine) criteria.



### **Distinguishing Features of the Contract Position**

This is a contract position which professional services for the citizens of Columbus County and will report to the Columbus County Attorney and work closely with the Columbus County Opioid Steering Committee and NC District Court 15 Adult Drug Court. Work is performed under general supervision and is evaluated on the basis of knowledge and demonstrated proficiencies, compliance with legal requirements and standards, and other performance criteria. Columbus County will provide office space within the Court Complex, laptop computers and all necessary software needed to perform the duties as outlined in the Scope of Work. The Contractor will, at a minimum, provide a monthly report complying with National Drug Court Standards as well as the Opioid Settlement data requirements summarizing all monthly activities and may attend quarterly Opioid Steering Committee meetings to give updates as to the progress of the Adult Drug Court Project in Columbus County.

### **Illustrative Examples of Work**

- The Columbus County Drug Court Coordinator will be the primary contact for the Drug Court Operation between the County, the District Court, Probation, public Defender, Defense Attorneys and local SUD Treatment Resources.
- Independent Contractor will be required to coordinate schedule of activities and functions with the Court operations in such a way as to schedule an expedient response for SUD assessments to meet the needs of the Court.
- Position will be encouraged to attend County Opioid Steering Committee meetings (quarterly) and routinely give updates on related job activities occurring to meet the County's Opioid and other substance use strategic plan.
- Coordinate the schedule of Adult Drug Court activities with the Court.
- Provide assessment results, recommendations and follow up reports to the Courts as requested.
- Provide clear, concise expedient communication to the Courts and those involved about the program.
- Respond to questions and inquiries about SUD/OD services and resources.
- Recommend credible support groups and licensed providers to defendants for appropriate treatment and recovery services.
- Provide information for and prepare various activity reports as required by the Opioid Settlement, Committee and any related grant that may be obtained to fund the Adult Drug Court in Columbus County.
- Operate a variety of office equipment, including a computer, printer, copier, telephone, etc.; uses clerical and computer supplies.
- Interact and communicate with immediate supervisor, grant project manager, other County department heads and employees, clients and family members, other social service and health professionals, various outside social service / health agencies, attorneys, court personnel, child care providers, school personnel, consultants and the general public as needed to coordinate services and/or referrals.
- Attends meetings, training, workshops, conferences, etc., as required to enhance job knowledge and skills.
- Maintain professional licensure, ensuring educational and experience requirements are met.
- Complete required activity/function reports as required to comply with NC's Opioid Settlement regulations.
- Performs related duties as required.

### **Knowledge, Skills and Abilities**

- Thorough knowledge and understanding of SUD/OD resources and the guiding principles of addiction recovery.
- Provide and/or supervise the provision of evidence-based substance use assessment utilizing the ASAM criteria and National Drug Court Standards.
- Understanding of the federal confidentiality rules regarding substance abuse communications and records (HIPAA 42 CFR) in addition to HIPPA rules and regulations.
- Thorough knowledge of proper English usage, vocabulary, spelling and basic mathematics.
- Thorough knowledge of modern office practices and technology.
- Thorough knowledge of terminology used in the profession; has considerable knowledge of occupational hazards and safety precautions; has considerable knowledge of the methods of case recording and report preparation.
- Knowledge of recent developments, current literature and sources of information regarding National Drug Court Standards.
- Knowledge of the laws, ordinances, standards and regulations pertaining to the specific duties and responsibilities of the position i.e. NC Opioid Settlement MOU and requirements.
- Knowledge of and skill in the use of computers for word and data processing and records management.
- Ability to work with colleagues to identify the needs of citizens requesting help and to determine appropriate services; is able to monitor cases and the welfare of individuals and to take action as needed to protect adults' / children's rights and well-being.
- Ability to react calmly and quickly in emergency situations.
- Ability to react professionally and decisively in confrontational situations; is able to deal safely and appropriately with persons exhibiting anger and/or threatening behavior.
- Ability to advocate and promote practices of cultural sensitivity and responsiveness in all daily interactions.



- Ability to develop, promote and practice teamwork in all activities.
- Ability to develop and maintain positive, trusting, age-appropriate relationships with clients and others involved in the care of clients.
- Ability to maintain effective relationships with clients, personnel of other departments, professionals and members of the public through contact and cooperation.
- Ability to take the initiative to complete the duties of the position without the need of direct supervision.
- Ability to read and interpret complex materials pertaining to the responsibilities of the job.
- Ability to assemble and analyze information and make written reports and records in a concise, clear and effective manner.

Contractor must have visual acuity to be able to prepare and analyze data and figures for accounting, perform extensive reading, operate a computer and other office equipment, determine accuracy and thoroughness of work, observe general surroundings and activities. Vocal communication is required for expressing or exchanging ideas by means of the spoken word. Hearing is required to perceive information at normal spoken word levels.

### **Working Conditions**

Individual is an independent contractor and work will be performed in a location identified by the Contractor and schedule is also set by the Contractor. Position will be required to be onsite at County provided Court offices when necessary to conduct Court functions.

### **Minimum Education and Experience**

(a) an individual who holds a license in a human services field and is to practice in the State of North Carolina. Preference will be given to a LCAS/CCS. Other licenses are acceptable if individual has demonstrated four years of full-time accumulated experience with substance use disorders. Provisional license, certificate, registration or permit issued with demonstrated experience as identified above.

(b) a graduate of a college or university with a Master's degree in a human service field and has one year of full-time, post-graduate degree accumulated MH/DD/SAS experience with the population served, or a substance abuse professional who has one year of full-time, post-graduate degree accumulated supervised experience in alcoholism and drug abuse counseling.

or

(c) a graduate of a college or university with a bachelor's degree in a human service field and has two years of full-time, post-bachelor's degree accumulated MH/DD/SAS experience with the population served, or a substance abuse professional who has two years of full-time, post-bachelor's degree accumulated supervised experience in alcoholism and drug abuse counseling; or

(d) a graduate of a college or university with a bachelor's degree in a field other than human services and has four years of full-time, post-bachelor's degree accumulated MH/DD/SAS experience with the population served, or a substance abuse professional who has four years of full-time, post-bachelor's degree accumulated supervised experience in alcoholism and drug abuse counseling.

### **Special Requirements**

Because a significant portion of this position is working with citizens of Columbus County who need to access substance abuse and/or mental health treatment services, the individual must exercise impeccable ethical standards and avoid, at all costs using the referral service to refer individuals to their own or an affiliate of their own private practice. If any referral to their own practice occurs, this will be grounds for immediate termination of the Contract. This does not restrict the Contractor from referring her private practice clientele to any service offered or paid for by the County. Individual must show proof of liability insurance and list Columbus County and present the County with a current Certificate of Insurance upon execution of the contract.

## **5. Independent Contractor.**

Contractor acknowledges that, in entering into this contract and providing services, Contractor is acting as an independent contractor; Contractor shall not be deemed or construed to be employees of the Board of Columbus County Commissioners or COUNTY at any time during the duration of this Contract. Contractor shall be solely responsible for payment of all required State and Federal taxes PROVIDED HOWEVER,

that Contractor shall provide such documentation as COUNTY deems necessary to meet any and all federal and state tax guidelines regarding employment contract employees.

As such, Contractor is not entitled to, nor shall be eligible for, any benefits provided by the COUNTY to any of its permanent or temporary employees, including, but not limited to, vacation leave, sick leave, retirement, longevity and group insurance.

6. Indemnity.

Contractor shall maintain professional liability insurance and indemnify and hold the Board of Columbus County Commissioners and COUNTY, its agents, assigns and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorneys’ fees, on account of contract or personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor.

I have read and fully understand this Contract and I acknowledge receipt of a conformed copy of this Contract and I hereby state that I have the authority to enter into said Contract.

This Contract supersedes any prior contracts. Any prior contracts are null and void.

This the 4rd day of December 2024.

County of Columbus

By: \_\_\_\_\_  
Laverne Coleman, Chairman  
Columbus County Board of Commissioners

Carrie Menke, Ph.D., MS, LCMHC, LCAS, CCS

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Columbus County Staff Attorney

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

\_\_\_\_\_  
Columbus County Finance Officer

Attorney Amanda Prince requested approval of the Interlocal Agreements for Tax Collections with the following:

- a. Boardman
- b. Bolton
- c. Brunswick
- d. Cerro Gordo
- e. Fair Bluff
- f. Sandyfield
- g. Tabor City
- h. Chadbourn (Add-on)

**MOTION:**  
Commissioner Bullard made a motion to approve items A-H, seconded by Commissioner Watts. The motion unanimously passed.

**\*\* A COPY OF ALL 8 MOA’S ARE HOUSED IN THE CLERK’S OFFICE**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE TOWN OF BOARDMAN  
AND  
COLUMBUS COUNTY  
REGARDING  
TAX COLLECTION**

This **Memorandum of Agreement** is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and is among the **Town of Boardman** (“Boardman”), 1810 Old Boardman Road, PO Box 87, Evergreen, NC 28438-0334, being a municipal corporation and public body politic of the State of North Carolina (herein sometimes referred to as “Municipality” or “Municipal Party”); and **COLUMBUS COUNTY** (the “County”), a body politic and corporate and a political subdivision of the State of North Carolina, (collectively, the “Parties”).

**RECITALS**

WHEREAS, this Memorandum of Agreement is to further commemorate the agreement between the Municipality and the County; and

WHEREAS, the County will collect the real property taxes at a rate of 3% of collected funds charged to the Municipality paid to the County.

**DUTIES**

- 1. Municipality will provide the tax rates to the County by June 1<sup>st</sup> of each year and if there is a discount for taxes paid through August;
- 2. County will bill and collect taxes on behalf of the Municipality.
- 3. This agreement will terminate on May 31, 2026.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their properly designated officials and their respective seals to be hereunto affixed on the day and year first written above, and this instrument is executed in duplicate.

Attorney Amanda Prince requested discussion and establishment of a public hearing on July 7<sup>th</sup>, 2025 at 6:30 P.M. or as soon as can be heard, regarding a new ordinance designating the requirement of permits for gatherings.

**Attorney Amanda Prince** – Mr. Chairman, I request this item be removed from the agenda.

**1<sup>st</sup> MOTION:**

Commissioner Floyd made a motion to remove this item from the agenda, seconded by Commissioner Byrd. Commissioner Bullard opposed.

Following discussion among the group, a second motion was made.

**2<sup>nd</sup> MOTION:**

Commissioner Bullard made a motion to approve as presented on this agenda, seconded by Commissioner Watts. The motion unanimously passed.

Per the recommendation of the County Attorney, a motion is needed.

**MOTION:**

Commissioner Byrd made a motion to set aside the first motion, seconded by Commissioner Floyd. Commissioner Featherson opposed.

**MOTION to APPROVE the SET 2<sup>ND</sup> MOTION as PRESENTED:**

Commissioner Bullard made a motion to set the 2<sup>nd</sup> Motion, seconded by Commissioner Watts. The motion unanimously passed.

**Agenda Item #17: DSS- MONTHLY REPORT for MAY 2025:**

DSS Director Dwella Hall presented the monthly report for the month of May.

**Monthly Administrative Update  
For May, 2025  
June 16<sup>th</sup>, 2025 Meeting**

**Community Assistance**

The Salvation Army continues to be at our office every Monday and Tuesday, for rental and utility assistance. Individuals can make an appointment and or walk-ins are accepted.

**Path NC for Child Welfare**

Columbus County will be a host-training site for Path NC. We will be having the training here at the Administration building during the month of June. We are excited about the newest technology that will expedite report taking more efficiently and aide in response time and accuracy.

**Carolyn’s Kaleidoscope CAC Advocacy Center**

On May 30, I attended the CAC fundraiser at the Vineland Station. The CAC team assesses sexual assaulted victims while working alongside law enforcement, DSS and other agencies throughout the County to assist families in crises. Columbus County DSS continues to partner with and support the CAC.

**Regional Directors Meeting**

I attended the Region 6 Directors meeting in Fayetteville on May 21. Topic of discussion was preparing our agencies for the rollout of Path NC. It was helpful to meet with fellow Directors and having the support from each other as well as from the State.

**Community Event**

Please come out and join us for our first annual “*Unity in the Community*” event, Saturday June 21, 2025. This event is dedicated to bridging the gap and raising awareness about Social Services and the valuable services offered to the community. Please see attached flyer.

**May Collections**

Child support \$418,960  
Program Integrity \$4,234.28

*Respectfully Submitted,*  
*Dwella M. Hall*  
*Director*

**May 2025**  
**Human Services**

**Adult Services (APS)**

APS Reports Accepted: 8  
County Wards: 30  
Number of Payee Cases: 7  
Adults Served APS: 0

**Children’s Protective Services (CPS)**

Reports Accepted: 24  
Reports Screened out: 17  
Families Receiving In-Home Services: 11  
Children Served: 16  
Contacts with Families Monthly: 108  
Assessments: 24

**Foster Care**

Foster Children in Foster Homes: 80  
Children Placed Outside County: 29  
Agency Adoptions: 0  
Pending Adoptions: 0  
Total Foster Homes Licensed: 6  
Total Children in Foster Care: 80

**Work First Employment (TANF)**

Applications Taken: 26  
Applications Approved: 3  
Individuals Receiving Benefits: 125  
Entered Employments: 2  
Number in Non-Paid Work Experience: 0

**Program Integrity**

Collections for Fraud: \$3,168.28  
New Referrals: 5  
Cases Established: 1

**Day Care**

Children Receiving Day Care Assistance: Not Available  
Children on the Waiting List: Not Available  
Amount Spent on Day Care Services: \$241,671.00

**May 2025**  
**Economic Services**

**Food & Nutrition**

Applications Taken: 313  
Applications Approved: 307  
Active Cases: 5,819  
Benefits Issued: \$1,950,955.00  
Participants Served: 11,456

**Adult Medicaid**

Applications Taken: 73  
Redeterminations: 196  
Applications Processed: 196  
Total Medicaid Cases: 15,351  
Total Individuals Receiving: 21,855

**Medicaid Transportation (NEMT)**

Number of Medicaid Transportation Trips: 979  
Amount Requested for Reimbursement: \$27,037.31

**Family & Children’s Medicaid**

Applications Taken: 175  
Applications Processed: 151  
Redeterminations: 579

**Child Support**

Absent Parents Located: 77  
Orders Enforced: 822  
Active Cases: 3,006  
Collections: \$418,960.00

**Intake team is fully staffed (6) IMC II's; (1) agency interpreter.** This team has been able to handle their applications and meet timeliness requirements. They are currently getting prepared to handle the upcoming CIP energy program beginning in July.

**Recertification team continues to struggle with (3) frozen positions; (7) IMC II's** handle monthly re-certifications, maintain ongoing cases, work massive amount of required reports, assist ongoing recipients daily with any report of change in circumstance, concerns or questions. There are timeliness requirements for completion of re-certifications, change of circumstances, working all reports, returning phone messages, and completion of required training.

**Adult Medicaid:**

**Intake team currently (1) frozen position; (6) IMC II's** handle their applications meeting all timeliness requirements. This team has been able to meet timeliness requirements. They are the backup team for the Energy programs and are getting prepared for the upcoming season in July.

**Recertification team remains fully staffed (7) IMC II's; (1) vacancy as of June 21<sup>st</sup> congratulations to retiree Gecholia Gore.** They handle all monthly re-certifications, maintenance or changes necessary on their caseload, work a massive amount of required reports, daily accept and/or return multiple phone calls and see any walk-in beneficiaries to assist them with any report of change in circumstance, concerns or questions. There are timeliness requirements for completion of re-certifications, change of circumstances, working all reports, returning phone messages, and required training.

**Long Term Care/Community Alternative Program/Special Assistance:**

**LTC team continue to struggle (2) frozen IMC III's;** they're working against the odds, trying to handle the demands of their positions. This month has seen an increase in applications, program changes and monthly re-certifications for caseload of four IMC III's. These (2) ladies handle all intake/processing/re-certifications/changes/phone calls/ in agency contact/work reports/ongoing trainings and lots more for all three programs. This is not an easy task when fully staffed. These programs are very complex and require someone with attention to detail. Errors of eligibility in these programs could be very costly to the agency/county.

**Non-Emergency Transportation:**

**NEMT team is fully staffed (2)** handle daily phone calls, new & updated assessments to check eligibility, scheduling for vendor pickups, as well as billing for reimbursement for vendors and mileage trips.

**Food & Nutrition Services:**

**Intake team currently (1) frozen position; (6) IMC II's** handle all intake/processing of FNS applications. Team has been able to maintain the 95% or above timeliness. They are handling all late re-certifications received into the agency by recipients to assist the review unit. Normally FNS applications increase the beginning of June each year as the school year ends with teaching staff and college students.

**Recertification team continues to struggle (3) frozen vacant positions; (1) vacancy pending the hiring process; the (5) IMC II's** work tirelessly to handle monthly re-certifications, make changes and working reports timely, assisting clients daily with multiple calls and face to face contact. Supervisors and management have begun evaluating the possibility of the implementation of moving all FNS staff into handling all processes including Intake/processing and re-certifications. It is not a process that all programs could handle however the FNS program is the least complex but has a massive volume

**Child Support:**

**Establishment team continues to struggle currently with (3) vacant positions; (2) agents and (1) lead Agent** is handling all establishment caseloads, including Interstate. There has been a massive increase of Medicaid Child Support referrals with July 1<sup>st</sup> ending the waiver for Medicaid recipients to cooperate with child support. This increase has negatively impacted this already short staffed team. They are struggling and unable to meet their Child Support incentive percentage requirements for the last several months.

**Enforcement team of (4) agents and (1) lead agent** has been able to hold their own with (1) frozen position. But unable to assist their struggling co- team Establishment members with the volume of enforcement cases. Both teams continue to increase the number of cases placed on the court. They have been able to maintain their Child Support Incentive requirements.

**HUMAN SERVICES BOARD REPORT**  
**Marcee Swindell- Thompson, Program Manager**  
**Vacancies/Updates/News for May 2025**

**Intake/Investigation/Assessment:**

The CPS unit has one fully trained Social Worker. We are still utilizing a Vanguard temp worker. We recently hired a new Social Worker who is currently in training. This unit has three vacancies. Interviews were conducted for the month of May with three prospects. The two after hours positions are also vacant. All of Child Welfare along with APS are assisting in covering after hour calls. The monthly Child Collaborative Planning Team (CCPT) meetings continues to take place. The ongoing collaboration among team members remains vital to address the complex needs of the families we serve.

#### **In Home Services:**

In Home Services unit is currently staffed with four Social Workers. There is one Social Worker position vacant. The Supervisor position is also vacant in this unit. The caseload is low, which allows for continued support and assistance with CPS initiation, courtesies, and Foster Care visitations, while they are experiencing a larger shortage in staffing at this time.

Our Regional Child Welfare Consultant (RCWC) was on site to review agency data, policy updates, and casework. We have started the Path NC training and it will continue throughout June as we are projected to go live in July.

#### **Foster Care:**

At this time, we currently have four vacant positions within the Foster Care Unit and three Foster Care Social Workers. We currently have 80 children in Foster Care being cared for by relatives 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.

#### **Adult Services:**

The Adult Services unit continues to be fully staffed with the exception of the frozen Guardianship position. 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.

Guardianship cases are increasing exponentially with currently 8 cases waiting to go to court. The guardianship cases continue to demand extensive time due to severe and persistent mental illness and the lack of resources for this population. Adult Services would greatly benefit from the frozen position being filled to handle this population of clients.

#### **Transitional Unit:**

The Links & 18 to 21 position is vacant. 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 continues to work on completing more licensures to help increase the number of foster homes within the county. The Transitional unit currently has five families participating in MAPP class to become licensed foster parents. The CCDSS Transitional unit is sponsoring the HEARTS FOUNDATION community event to be held on 6/14/2025 from 3pm to 6pm at the Chadbourn Dixie Youth field.

#### **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 will 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 158 children on the waiting list. Due to extra funding, a list of 25 clients were pulled from the waiting list. Letters were sent out on April 30, 2025 and will be processed as clients respond. The unit is open for in-person applications and telephone interviews, and staff continue to complete Day Care applications and



recertification’s. The 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.

***HUMAN SERVICES BOARD REPORT***  
**Marcee Swindell- Thompson, Program Manager**  
**Vacancies/Updates/News for May 2025**

**Intake/Investigation/Assessment:**

The CPS unit has one fully trained Social Worker. We are still utilizing a Vanguard temp worker. We recently hired a new Social Worker who is currently in training. This unit has three vacancies. Interviews were conducted for the month of May with three prospects. The two after hours positions are also vacant. All of Child Welfare along with APS are assisting in covering after hour calls. The monthly Child Collaborative Planning Team (CCPT) meetings continues to take place. The ongoing collaboration among team members remains vital to address the complex needs of the families we serve.

**In Home Services:**

In Home Services unit is currently staffed with four Social Workers. There is one Social Worker position vacant. The Supervisor position is also vacant in this unit. The caseload is low, which allows for continued support and assistance with CPS initiation, courtesies, and Foster Care visitations, while they are experiencing a larger shortage in staffing at this time. Our Regional Child Welfare Consultant (RCWC) was on site to review agency data, policy updates, and casework. We have started the Path NC training and it will continue throughout June as we are projected to go live in July.

**Foster Care:**

At this time, we currently have four vacant positions within the Foster Care Unit and three Foster Care Social Workers. We currently have 80 children in Foster Care being cared for by relatives 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.

**Adult Services:**

The Adult Services unit continues to be fully staffed with the exception of the frozen Guardianship position. 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. Guardianship cases are increasing exponentially with currently 8 cases waiting to go to court. The guardianship cases continue to demand extensive time due to severe and persistent mental illness and the lack of resources for this population. Adult Services would greatly benefit from the frozen position being filled to handle this population of clients.

**Transitional Unit:**

The Links & 18 to 21 position is vacant. 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 continues to work on completing more licensures to help increase the number of foster homes within the county. The Transitional unit currently has five families participating in MAPP class to become licensed foster parents. The CCDSS Transitional unit is sponsoring the HEARTS FOUNDATION community event to be held on 6/14/2025 from 3pm to 6pm at the Chadbourn Dixie Youth field.

**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 will 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 158 children on the waiting list. Due to extra funding, a list of 25 clients were pulled from the waiting list. Letters were sent out on April 30, 2025 and will be processed as clients respond. The unit is open for in-person applications and telephone interviews, and staff continue to complete Day Care applications and recertification's. The 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.

**Agenda Item #18: FINANCE – APPROVAL to ESTABLISH a YEAR-END BUDGET CLOSEOUT MEETING:**

Finance Director Heather Woody requested approval to establish a year-end budget meeting on Monday June 30<sup>th</sup>, 2025.

**MOTION:**

Commissioner Byrd made a motion to set the meeting for Monday, June 30, 2025, at 9:00 A.M., seconded by Commissioner Watts. The motion unanimously passed.

**Agenda Item #19: FINANCE – APPROVAL of the 2<sup>nd</sup> READING of the AMENDED PURCHASING POLICY:**

Finance Director Heather Woody requested approval of the 2<sup>nd</sup> reading of the amended Purchasing Policy, Chapters 1-7.

**MOTION:**

Commissioner Byrd made a motion to approve, seconded by Commissioner Bullard. The motion unanimously passed.

**Finance Policy & Procedure Manual - Revision Highlights**

Our Finance and Purchasing policies have not been updated since 2011. The auditor has made reference to items that need to be changed that reflect on the financial standing of the county and has pointed out some areas that we are lacking that will not affect the financial standing but should be best practices. In order to update the policy in a timelier manner, we are doing it in sections, addressing the areas that need to be addressed immediately.

At the June 2<sup>nd</sup> meeting, we will have the second reading of our asset depreciation policy, that will extend the life of some of our assets, especially in the enterprise funds. By approving this section now, we can apply the depreciation in fiscal year 2025. It will be inserted into a later chapter in this policy.

We have already approved at prior meetings a budget amendment policy and a travel policy that will be incorporated into this overall policy as chapters 8, 9 and 10.

This first reading of Section I to IV and Chapters 1 through 7 includes general information, vendor selection, purchase orders, delivery and performance, inspection and testing and special procurement procedures. These are items that pertain to the selection of a vendor, purchase orders and verifications need for payment.

Highlights of changes in these sections and chapters:

- Clarifies that all departments or agencies of the County must follow the policies.

- Expands the Conflict-of-interest policy to County, State or Federal Funds which is required by state and federal grants and ties to our current personnel policy for county funds.
- Keeps the dollar amount of a purchase to require a purchase order at \$200.00.
- Keeps a single item amount to be considered as a fixed asset amount at \$5,000.00.
- Unifies the approval amounts on the most common purchases for ease.

Payments for:	Amounts & Approval Designation
<ul style="list-style-type: none"><li>• Purchase of Apparatus, supplies, materials, equipment (tangible items);</li><li>• Construction or Repair;</li><li>• Professional/Contracted Services (non-tangible items);</li><li>• Equipment Rental or Repairs;</li></ul>	<ul style="list-style-type: none"><li>➤ Up to \$200 – Department Director</li><li>➤ \$200 - \$5,000 – Purchasing Agent</li><li>➤ \$5,000 - \$24,999 – County Manager or Designee</li><li>➤ \$25,000 &amp; over – Governing Board</li></ul>

- Sets all purchase standards to the federal funds level to help ease the understanding of the policy and not have issues with audits of grant funds in the future.
- Adds what to do if you cannot get 3 quotes.
- Adds the requirement of the department explaining why they made a purchase without a purchase order and attaching to the requestion in the accounting software.
- Better defines the items that a purchase order is not needed for. Most are relating to payroll items and Social Services assistance payments.
- Defines what should be considered an emergency purchase order and what is needed to process it.
- As a result of the software change, this policy does away with an allowable percentage over the original purchase order.
- Better defines what a blanket purchase order can be used for and the requirements that need to be provided to purchasing for approval.
  - ◆ Construction and repair materials
  - ◆ Electrical apparatus accessories
  - ◆ Food items, groceries, meals, etc.
  - ◆ Hardware, general to include bolts, nuts, rivets, etc.
  - ◆ Automotive supplies and parts, general
  - ◆ Laboratory supplies, general
  - ◆ Plumbing fixtures
  - ◆ Pipes and tubing
  - ◆ Office Supplies
  - ◆ Contracts and Leases
- This policy also addresses the steps of receiving, inspecting and testing of items before submittal for payment.
- It also addresses the steps if damaged goods are received.

We are bringing these changes to you now, as we would like to start this section of the policy with the start of the fiscal year on July 1, 2025. We have discussed changing these items with the departments and the auditor, but have waited until we changed accounting software. We knew with the change of software, that there would be changes that would need to be made to make processing better for both

the finance office and the departments. We just needed some time to work in the software to see where those changes needed to be. We will continue to work towards completing the entire policy in the next couple of months.

**AGENDA ITEM #20:        FINANCE – APPROVAL of the FINANCE BUDGET AMENDMENTS and PROJECT ORDINANCES:**

Finance Director Heather Woody requested approval of the following Finance Budget Amendments and Project Ordinances:

- a. Budget Amendments - Finance, Tax & Attorney (\$0)
- b. Budget Amendments - Governing Board, Administration, Personnel, Finance (\$0)
- c. Budget Amendments - Elections, Register of Deed, Management Information, Central Garage, Facility Services and Emergency Management (\$0)
- d. Budget Amendments - Register of Deeds (\$55,200)
- e. Ordinance Amendment - Water District IV Waterline EDA Project
- f. Ordinance Amendment - Farmland Preservation Grant (-73,870). Includes approved letter to cancel project.

**MOTION:**

Commissioner Watts made a motion to approve items A-F, seconded by Commissioner Floyd. The motion unanimously passed.

Columbus County, North Carolina

INTERDEPARTMENTAL BUDGET REALLOCATION						FY 24/25
Name of Department:		FINANCE				
Agency Head Signature:						
Date Prepared:		June 7, 2027		Date Received in Finance:		
Budget Code			EXPENDITURES		Requested	
Fund	Dept	Category	Classification		Increase or (Decrease)	
010	4130	512100	SALARIES & WAGES - REGULAR		(\$5,000)	
010	4130	512700	SALARIES & WAGES - LONGEVITY		\$2,000	
010	4130	518300	INSURANCE CONTRIBUTION		(\$3,000)	
010	4130	518301	INSURANCE CONTRIBUTION RETIREES		\$950	
010	4130	519001	CONTRACTED SERVICES		\$3,000	
010	4130	519105	PROFESSIONAL SERVICES OTHER		\$4,000	
010	4130	526001	DEPARTMENTAL SUPPLIES		\$4,000	
010	4130	544000	INSURANCE - LIABILITY, PROPERTY & BONDS		\$400	
010	4130	549900	MISCELLANEOUS EXPENSE		\$1,800	
010	4140	512100	SALARIES & WAGES - REGULAR		(\$20,000)	
010	4140	512700	SALARIES & WAGES - LONGEVITY		\$5,000	
010	4140	518100	FICA		(\$2,000)	
010	4140	518200	RETIREMENT		(\$2,000)	
010	4140	518300	INSURANCE CONTRIBUTION		(\$8,000)	
010	4140	518301	INSURANCE CONTRIBUTION - RETIREES		(\$5,000)	
010	4140	519000	PROFESSIONAL SERVICES		(\$50,000)	
010	4150	512100	SALARIES & WAGES - REGULAR		(\$20,000)	
010	4150	598004	ALLOCATED SERVICES		\$92,565	
010	4150	519204	SOCIAL SERVICES - EXPENSES		\$1,285	
			Total Net Expense		\$0	
Explanation of Increase or Decrease:						
END OF YEAR ADJUSTMENTS TO DEPARTMENTS TO PREVENT OVERAGES						
DEPARTMENTS: FINANCE, TAX, ATTORNEY						
<input checked="" type="checkbox"/> This budget revision has been reviewed by the Columbus County Finance Officer.						



INTERDEPARTMENTAL BUDGET REALLOCATION

FY 24/25

Name of Department: FINANCE

Agency Head Signature:

Date Prepared: June 7, 2025Date Received in Finance:

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
010	4110	518301	INSURANCE CONTRIBUTION - RETIREES	\$199
010	4110	518910	CHRISTMAS BONUS	\$60
010	4110	526003	OTHER SUPPLIES - BD MEETINGS	(\$426)
010	4110	531100	TRAVEL	(\$332)
010	4110	549100	DUES & SUBSCRIPTIONS	(\$201)
010	4110	526001	DEPARTMENT SUPPLIES	(\$2,000)
010	4120	512100	SALARIES & WAGES - REGULAR	\$11,838
010	4120	512700	SALARIES & WAGES - LOGEVITY	\$2,126
010	4120	518200	RETIREMENT CONTR	\$3,361
010	4120	526001	DEPARTMENT SUPPLIES	(\$500)
010	4120	531100	TRAVEL	(\$1,500)
010	4120	532101	POSTAGE	(\$200)
010	4121	512100	SALARIES & WAGES - REGULAR	(\$7,400)
010	4121	512700	SALARIES & WAGES - LONGEVITY	(\$3,800)
010	4121	518100	FICA	(\$1,800)
010	4121	518200	RETIREMENT CONTR	(\$2,200)
010	4121	519000	PROFESSIONAL SERVICES	(\$5,000)
010	4121	519001	CONTRACTED SERVICES	(\$12,000)
010	4121	523002	PRE-EMPLOYMENT SCREENING	\$1,400
010	4121	537000	ADVERTISING	\$2,100
010	4121	531100	TRAVEL	(\$2,500)
010	4130	519001	CONTRACTED SERVICES	\$18,775
			Total Net Expense	\$0

Explanation of Increase or Decrease:  
END OF YEAR ADJUSTMENTS TO DEPARTMENTS TO PREVENT OVERAGES  
DEPARTMENTS: GOVERNING BODY, ADMINISTRATION, PERSONNEL, FINANCE

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

INTERDEPARTMENTAL BUDGET REALLOCATION

FY 24/25

Name of Department: FINANCE

Agency Head Signature:

Date Prepared: June 7, 2025Date Received in Finance:

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
010	4170	512100	SALARIES & WAGES - REGULAR	\$1,000
010	4170	515500	OVERTIME	\$73
010	4170	512600	SALARIES & WAGES - PART TIME	(\$25,000)
010	4170	541900	RENT - LAND, BUILDING, ETC	\$880
010	4170	532100	TELEPHONE	\$1,000
010	4180	512100	SALARIES & WAGES - REGULAR	(\$7,500)
010	4180	518100	FICA	(\$2,500)
010	4180	518200	RETIREMENT CONTR	(\$3,000)
010	4180	518300	INSURANCE CONTRIBUTION	(\$3,000)
010	4210	512100	SALARIES & WAGES - REGULAR	\$900
010	4210	512700	SALARIES & WAGES - LONGEVITY	\$2,400
010	4210	518200	RETIREMENT CONTR	\$1,000
010	4210	526002	DEPARTMENT SUPPLIES - COUNTY INTERNET	\$3,800
010	4210	532100	TELEPHONE	\$250
010	4250	519001	CONTRACTED SERVICES	\$2,600
010	4250	525105	GAS	\$5,200
010	4250	535100	M&R VEHICLES	\$7,300
010	4160	525101	M&R BLDG/GROUNDS	\$3,200
010	4160	526001	DEPARTMENT SUPPLIES	\$1,000
010	4160	532100	TELEPHONE	\$3,000
010	4160	533000	UTILITIES	\$2,000
010	4330	550000	CAPITAL OUTLAY	\$5,397
			Total Net Expense	\$0

Explanation of Increase or Decrease:  
END OF YEAR ADJUSTMENTS TO DEPARTMENTS TO PREVENT OVERAGES  
DEPARTMENTS: ELECTIONS, REGISTER OF DEEDS, MANAGEMENT INFORMATION, CENTRAL GARAGE, FACILITY SERV AND EMERGENCY MANAGEMENT

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



## BUDGET AMENDMENT

FY 24/25

Name of Department: FINANCE

Agency Head Signature:

Date Prepared: June 7, 2025

☐ Date Received in Finance :

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
010	4180	549919	CONVEYANCE TAX - NCDORF REV	\$50,000
010	4180	549918	DOMESTIC VIOLENCE/CHILDRENS TRUST FUND	\$200
010	4180	549825	NC STATE GENERAL FUND	\$5,000
			Total Net Expense	\$55,200

Budget Code			REVENUES		Requested
Fund	Dept	Category	Classification		Increase or (Decrease)
010	3418	440060	NC STATE GENERAL FUND REVENUE		\$3,000
010	3418	441001	MARRIAGE LICENSE		\$200.00
010	3418	441000	EXCISE TAX		\$52,000
			Total Net Revenue		\$55,200

Explanation of Increase or Decrease:	
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☒ This budget revision has been reviewed by the Columbus County Finance Officer.

## COLUMBUS COUNTY, NORTH CAROLINA

Ordinance amending the appropriations of the Columbus  
County Water and Sewer – District IV Waterline Project EDA  
Project for the Fiscal Year beginning July 1, 2024

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

**Section 1:** The following amounts are hereby amended to the Columbus County Water and Sewer-District IV Waterline EDA Project pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2024.

Source of Revenue	Current Budget	Changes	New Budget
052-3734-489200 WD IV Future Years Appropriation	\$ 2,086,673.00	\$ -	\$ 2,086,673.00
052-3734-432330 EDA Grant Appropriation	\$ 2,086,674.00	\$ -	\$ 2,086,674.00
052-3734-498094 Infrastructure SCIF Funds	\$ 2,592,581.00	\$ -	\$ 2,592,581.00
<b>Total Estimated Revenues</b>	<b>\$ 6,765,928.00</b>	<b>\$ -</b>	<b>\$ 6,765,928.00</b>

Project Appropriations		Current Budget	Changes	New Budget
052-7141-519927	Engineer Design/Bid	\$ 311,088.00	\$ -	\$ 311,088.00
052-7141-519984	Engineer Inspection	\$ 182,164.00	\$ -	\$ 182,164.00
052-7141-548002	Engineer Project Administration	\$ 69,565.00	\$ -	\$ 69,565.00
052-7141-548001	McAdams Associates EDA Grant Admin/Application	\$ 55,000.00	\$ -	\$ 55,000.00
052-7141-519005	Construct Contract Estimated	\$ 5,486,545.00	\$ 283,535.00	\$ 5,770,080.00
052-7141-999910	Contingency	\$ 589,066.00	\$ (283,535.00)	\$ 305,531.00
052-7141-549900	Miscellaneous Expense	\$ 12,500.00	\$ -	\$ 12,500.00
052-7141-557000	Land	\$ 60,000.00	\$ -	\$ 60,000.00
Total Estimated Revenues		\$ 6,765,928.00	\$ -	\$ 6,765,928.00

**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 May 19, 2025.  
ADOPTED, this 19<sup>th</sup> day of May 2025.

COLUMBUS COUNTY, NORTH CAROLINA

Ordinance making appropriations to the Farmland Preservation Grant Capital Project Fund

for the Fiscal Year beginning July 1, 2024

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 Farmland Preservation Grant Capital Project pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2024.

Source of Revenue		Current Budget	Changes	New Budget
053-3984-422035	Farmland Preservation Grant - GAS	\$ 73,870.00	-73,870.00	\$ -
Total Estimated Revenues		\$ 73,870.00	-73,870.00	\$ -
Project Appropriations				
053-4964-519001	Contracted Services - GAS	\$ 73,870.00	-73,870.00	\$ -
Total Project Appropriations		\$ 73,870.00	-73,870.00	\$ -

Description: The purpose of this Budget Ordinance is cancel the contract agreement #24-038-4032 through NC ADFP associated with a proposed conservation easement project. The Columbus SWCD Board of Supervisors voted to formally cancel the contract and the cancellation was approved by NC ADFP.

**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.

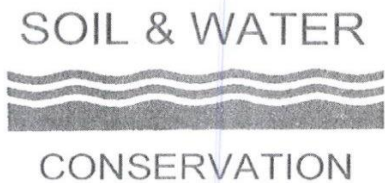
**Section 6:** This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations to expressly declare the official intent of the County to reimburse itself from the proceeds of debt to be hereinafter incurred by the County for certain expenditures paid by the County 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 June 16, 2025.  
ADOPTED, this 16th day of June, 2025





Columbus County Soil and Water  
Conservation District  
45B Government Complex Road - Whiteville, NC 28472  
(910) 642-2196 ext. 3

June 05, 2025

**APPROVED**  
By Evan Davis at 2:39 pm, Jun 10, 2025

Mr. Evan Davis  
Farmland Preservation Division  
1001 Mail Service Center  
Raleigh, NC 27699-1001

Reference: Contract #24-038-4032 (ADM-ADFP-23-006)

Dear Mr. Davis,

On behalf of the Columbus Soil and Water Conservation District, I am writing to formally request the cancellation of Contract #24-038-4032 (ADM-ADFP-23-006), associated with a proposed conservation easement project.

We have received direct notification from the landowner indicating they no longer wish to pursue or close on the conservation easement for the referenced property. In response to this development, our Board convened and voted this morning to formally withdraw from the contract.

Please accept this letter as our official notice of cancellation for Contract #24-038-4032 (ADM-ADFP-23-006). Should any additional documentation or follow-up be required to finalize this process, please do not hesitate to contact me at your earliest convenience.

We appreciate the continued support and collaboration with the NC Agricultural Development and Farmland Preservation Trust Fund.

Sincerely,

Morgan P. Hayes, Columbus SWCD Director

**Agenda Item # 21:    APPOINTMENTS/RE-APPOINTMENTS/REPLACEMENTS:**

Staff requested appointments, re-appointments or replacements to the following boards, committees and councils.

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

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

COMMITTEE	ZONE/EB	PERSON(S)	EXP. DATE	BOARD ACTION
Southeast Economic Development Commission	EB	Lisa Nye (resigned)	04/01/2028 4 year term	Tabled

**MOTION:**  
Commissioner Byrd made a motion to table this item, seconded by Commissioner Bullard. The motion unanimously passed.

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

At 7:25 P.M., A motion was made by Commissioner Byrd and seconded by Commissioner Floyd to recess regular session and enter into Columbus County Water and Sewer Districts I, II, III, IV and V. The motion unanimously passed.

**Agenda Item #22:    APPROVAL of WATER and SEWER DISTRICTS I, II, III, IV AND V COMBINATION MINUTES:**

a. June 02, 2025 Regular Session

**MOTION:**



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

**Agenda Item #23: WATER and SEWER DISTRICT III – APPROVAL of RESOLUTION to CLOSEOUT ASSET INVENTORY and ASSESSMENT (AIA) GRANT:**

Public Utilities Director Harold Nobles requested approval of the Resolution to closeout Asset Inventory and Assessment (AIA) Grant.

**MOTION:**

Commissioner Byrd made a motion to adopt the Resolution, seconded by Commissioner Floyd. The motion unanimously passed.

**COUNTY OF COLUMBUS  
RESOLUTION ACCEPTING THE WATER SYSTEM ASSETS  
INVENTORY AND CONDITION ASSESSMENT  
FOR WATER DISTRICT III**

**WHEREAS,** In June 2023 the County received a \$150,000 grant for an inventory and condition assessment of the assets of Water District III, as administered through Project Number AIA-D-ARP-0096; and

**WHEREAS,** the work was prepared under contract by Green Engineering; and

**WHEREAS,** the Executive Summary of the Water System Assets Inventory and Condition Assessment, is attached and made by reference a part of this resolution; and

**WHEREAS,** the Assessment included: A GPS Survey, preparation of GIS Database; a numerical calculation of all assets of the Water District III system; and

**WHEREAS,** the Assessment identified components critical to the operation of the system; and

**WHEREAS,** the Assessment recommended a full Asset Management Plan;

**NOW, THEREFORE, BE IT RESOLVED:** That the Columbus County Board of Commissioners has received the Executive Summary of the Water System Assets and Inventory and Condition Assessment for Water District III; and

**BE IT FURTHER RESOLVED:** The County's Staff are tasked with reviewing the inventory and assessment, identifying Capital Improvement Projects, and preparing an operations and maintenance plan.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Lavern Coleman, Chairman  
Columbus County Board of Commissioners

**Agenda Item #24: WATER and SEWER DISTRICT IV - APPROVAL of RESOLUTION to CLOSEOUT ASSET INVENTORY and ASSESSMENT (AIA) GRANT:**

Public Utilities Director Harold Nobles requested approval of the Resolution to closeout Asset Inventory and Assessment (AIA) Grant.

**MOTION:**

Commissioner Featherson made a motion to adopt the Resolution, seconded by Commissioner Floyd. The motion unanimously passed.

COUNTY OF COLUMBUS  
RESOLUTION ACCEPTING THE WATER SYSTEM ASSETS  
INVENTORY AND CONDITION ASSESSMENT  
FOR WATER DISTRICT IV

WHEREAS, In May 2023 the County received a \$150,000 grant for an inventory and condition assessment of the assets of Water District IV, as administered through Project Number: AIA-D-ARP-0085; and

WHEREAS, the work was prepared under contract by Green Engineering; and

WHEREAS, the Executive Summary of the Water System Assets Inventory and Condition Assessment, is attached and made by reference a part of this resolution; and

WHEREAS, the Assessment included: A GPS Survey, preparation of GIS Database; a numerical calculation of all assets of the Water District IV system; and

WHEREAS, the Assessment identified components critical to the operation of the system; and

WHEREAS, the Assessment recommended a full Asset Management Plan;

NOW, THEREFORE, BE IT RESOLVED: That the Columbus County Board of Commissioners has received the Executive Summary of the Water System Assets and Inventory and Condition Assessment for Water District IV; and

BE IT FURTHER RESOLVED: The County's Staff are tasked with reviewing the inventory and assessment, identifying Capital Improvement Projects, and preparing an operations and maintenance plan.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Lavern Coleman, Chairman  
Columbus County Board of Commissioners

ADJOURN COMBINATION MEETING of Columbus County Water and Sewer Districts I, II, III, IV and V BOARD MEETING.

MOTION:

At 7:27 P.M., Commissioner Bullard made a motion to approve, seconded by Commissioner Watts. The motion unanimously passed.

Agenda Item #25: COMMENTS:

A. Board of Commissioners

**Vice Chairman Smith-** I do have a request. I've received several calls regarding Jack Hayes Road, specifically the short stretch between Peacock and Old Lumberton. The area has been mowed very well, but the ditches still need to be cleaned out. If someone could reach out to Ken Clark or the appropriate party, I would appreciate it.

**Commissioner Floyd** – No Comments.

**Commissioner Featherson** - No Comments.

**Commissioner Watts** - I have just one item. Since the Mayor of Lake Waccamaw is here tonight, I'd like to address a recent incident involving alligators. Their population appears to be increasing, which may pose a safety concern. I suggest that this Board consider sending a letter to the state biologist requesting a reassessment of the situation, before someone else gets hurt.

**Lake Waccamaw Mayor Matt Wilson** – There will be a public meeting on Wednesday at 11:00 A.M. at Lake Waccamaw Town Hall to meet with representatives from the State Parks and Wildlife Commission.

**Commissioner Watts** – Yes, we want to support you all on this matter.

**Lake Waccamaw Mayor Matt Wilson-** The alligator population and hunting season for them came up in 2018. That night, I was the only one who voted in favor of taking action. While we didn't want to start eliminating all of them, we did want to address the situation. Unfortunately, that effort was voted down.

**Commissioner Watts** - As we mentioned, a child was recently bitten. In fact, while I was sitting in this meeting, I received a text with a photo taken right beside my house at the landing, there's a large alligator right at the boat ramp.

**Lake Waccamaw Mayor Matt Wilson-** We're going to discuss it on Wednesday at 11:00 A.M.

**Commissioner Byrd** – Jana, please call to remind us about the meeting.

**Commissioner Bullard** - I'd like to address the people in the Lake Waccamaw area and anyone in the county: please continue to attend these meetings. I understand there are mixed feelings about certain developments, some you support, others you don't. We have a quality of life here in Columbus County that I'm proud of, and it's important that we protect it.

Your voices matter, and we do listen. I know that eventually some of these matters will have to be voted on, so it's not over yet. Don't just come once and think it's done, because it takes all of us working together. That's why you elected us, to support you when issues come before us.

Many of us enjoy Lake Waccamaw ourselves; I have family and friends who live there. I hear a lot of opinions like yours, so please call me anytime you want to talk, or contact any of us. That's what we're here for.

We thank you for speaking up and attending tonight's meeting. It's important for us to hear your concerns.

On another note, there have been several complaints about the water department not answering the telephone. Customers have reported trying to pay their bills but being unable to reach anyone, both in the morning and afternoon.

**County Manager Eddie Madden** - Is that the water department, or is that the collections center?

**Commissioner Bullard** - I'm sorry, I meant the collection center.

**County Manager Eddie Madden-** No worries.

**Commissioner Bullard** - But sometimes the attitude that gets expressed verbally can be a bit concerning. It's honestly kind of embarrassing when someone calls me and says, *"Rick, will you please call the collection center to get this done or that done?"*

I understand we all have a lot on our plates while we're working, but maintaining professionalism is part of the job, and we're paid to do it. So, I'd really appreciate it if you could look into this matter.

**County Manager Eddie Madden** – We will take care of that tomorrow.

**Commissioner Byrd** – Yes, and I would like to reiterate the importance of answering calls. I believe every department should be responsive. For example, I called the Tax Office two or three times today. Eventually, one of the workers answered, but before that, it was difficult to reach anyone. Most people don't know the extensions, so they try entering one randomly, and no one answers. In many cases, employees are sitting there, watching the phone ring, waiting for someone to leave a message.

I believe that if the phone rings, someone should answer and then direct the call to the appropriate person or department. That's how it should work.

And I want to echo the concerns about the alligators. It's not a matter of if something will happen, it's a matter of when. Sooner or later, an alligator is going to seriously harm a child, an adult, or even a pet at the lake. Matt, I plan to be at that meeting on Wednesday. I believe that as long as the gators stay in the swamp, that's fine. But when they start crossing into the lake, action needs to be taken.

Ten years ago, you rarely saw an alligator in the lake, maybe once every four or five years. Now, you can't go out on a Sunday afternoon without seeing them. I grew up skiing on that lake, and for many children, it's their playground. If you had a garden or a ballfield with a rattlesnake in it, you wouldn't keep playing there, you'd remove the threat.

I think there should be a designated season for managing the alligator population. And like you said, if one lingers near a pier, Wildlife shouldn't wait one or two weeks to respond. That gator is waiting for a child, a dog, or something else, it's time to act.

Also, I want to acknowledge Pastor Mike. I've been worried since the meeting started that you might have to leave, knowing how busy you are and that you might get that emergency call. But I want to encourage you, and others, to keep attending these meetings.

Mr. Jacobs called me today, and I told him there wouldn't be anything directly on the agenda about this issue. Our agenda is usually set on Tuesday. While we can amend it, I believe an issue of this importance should be on the original agenda, not added at the last minute. So, please feel free to reach out to any of us to stay informed. At some point, this matter will come before this Board, and we value your presence and your voices, that's what will truly make a difference.

As we've discussed, I believe this Board is united on this issue. Chairman Coleman and I spoke about it at a meeting the other day, and we're largely on the same page. But there are proper channels this has to go through, and we must respect that process.

Now, Mr. Chairman, if I may change the subject briefly, I attended East Columbus graduation last Friday, for the 7th and 8th grades. During the ceremony, every member of the sports teams was recognized, baseball, football, basketball, soccer, and they were each called up and given certificates, which I think is great.

However, at the end, when it came time to recognize Beta Club members, they were simply asked to stand. I believe the students who worked hard to maintain high academic achievement deserve the same level of recognition as the athletes. Yes, they wore honor cords, but that's not the same as being called by name and walking across the stage.

Some students were both athletes and Beta Club members, but those categories shouldn't be merged. Academic recognition should stand on its own. I hope the Board of Education and the school principal will reconsider that format next year. It felt unfair to those students who worked hard for their grades and deserved acknowledgment.

### **B. County Manager:**

**County Manager Eddie Madden** – I do have a couple of important items to share with you.

Last week, the Association of County Commissioners held its Advocacy Day event. If you've been checking your emails from the Association, they've been updating us, and you, on legislative matters of concern.

One item, in particular, is especially important for those in the audience to hear: Senate Bill 205 is currently making its way through both the House and the Senate. This bill would further limit local governments' control over land use regulations.

If it passes, decisions on issues like the planned urban development we've been discussing tonight could be taken out of your hands. That's why it's critical to stay informed and, if possible, reach out to your legislators about this matter.

I met with Senator Rabon last Wednesday and plan to meet with Majority Leader Brenden Jones tomorrow to discuss this issue. Senate Bill 205 is a matter of high importance for local governments, and we should all be paying close attention to its progress.

**Commissioner Bullard** - Mr. Madden, would it be helpful for the Board to provide a letter of support for you to take with you tomorrow?

**County Manager Eddie Madden**- Yes, sir. We can try to draft something, and if nothing else, we'll email those letters to our representatives. It's a highly, highly important issue, Senate Bill 205.

Again, as I mentioned, I will be in Raleigh tomorrow. I'm meeting with Representative Brenden Jones at 10:00 a.m., and we'll be leaving first thing in the morning.

This Thursday is Juneteenth, and there is a parade scheduled for this Saturday in Whiteville.

On June 26 at 5:00 p.m., there will be a ribbon-cutting ceremony for the Bell Pavilion at the Southeastern Community College. Some of you may recall attending the groundbreaking ceremony a few months ago. The ribbon-cutting will take place on June 26 at 5:00 p.m.

County offices will be closed on July 4th in observance of Independence Day.

Also, tomorrow evening, the Association of County Commissioners is hosting its regional meeting in Wilmington at 5:30 p.m. If any of you are planning to attend, please let the Clerk know so she can RSVP on your behalf.

That concludes my report.

**Chairman Coleman commented before the meeting ended that** He'd like to concur with everything that's been said, especially what Mr. Madden shared about Senate Bill 205. I believe I mentioned it the other night as well. It's a very important issue. We don't need Wake County or any other counties dictating how we manage land development here in our own county.

So please, reach out to your representatives, local, state, and federal, and encourage them to take action. We need to apply as much pressure as we can.

Once again, I want to thank the people of Lake Waccamaw for turning out and staying involved in this matter. I appreciate your attitudes, your demeanor, and the respectful tone of the meetings. They were all productive, and I'm grateful to have been invited. I'm here to serve in any way I can, and I hope we've shown that we will continue to support the county and strive to provide the best quality of life possible.

Before I finish, I'd like to thank all of you for being here tonight. I also want to thank our county employees for the work they're doing and the challenges they're about to face. Stay strong, we appreciate you.

And once again, I want to remind everyone that Vacation Bible School is starting up. Some churches may have already had theirs, but for those who haven't, if you're watching this from home, please get your children involved. Give them something meaningful to remember. I don't think there's a single person who doesn't remember their Bible school days, I know I do.

Get your children into church. There's more to life than just baseball games and recreation. If you don't make the roll call when you die, what's the use of having a baseball plaque hanging on your wall?

With that said, is there anyone in the audience who would like to speak? We'll take a few minutes for comments, or if you prefer, we can adjourn and you're welcome to stay and mingle or talk with us afterward. Either way, we appreciate your participation.

**UNKNOWN** – When is the next Planning and Zoning Board meeting?

**County Manager Eddie Madden** – Dr. Lanier.

**Dr. Gary Lanier** – Tomorrow at 6:00 P.M.

**County Manager Eddie Madden** – What is on the agenda?

**Dr. Gary Lanier** - The agenda item was the River Road campground. My understanding is that the meeting was scheduled for tomorrow, with the only item being the proposed campground on Riverview Lane.

However, we are currently taking steps to place that project on hold. As a result, we are canceling the meeting.

I can assure you that no action will be taken on that item at this time.

**County Manager Eddie Madden** - That's the Board of Adjustment, right? When is your next Planning Board meeting?

**Dr. Gary Lanier** - The Planning Board meets on the fourth Tuesday of each month, so the next meeting will be next Tuesday night.

To my knowledge, the only item on that agenda is a variance request from an individual who wants to convert an older mobile home park into a tiny home community for people aged 55 and older.

**County Manager Eddie Madden** - That meeting will be held here?

**Dr. Gary Lanier** – Yes, next Tuesday.

**Chairman Coleman** – Would anyone else like to say something?

**Johnny Edge** – I believe this is a very important point, and I appreciate Commissioner Byrd for bringing up the topic of our children. Supporting our youth has been a passion of mine ever since I came to Columbus County. Our children are hurting, and they are our future.

When you talk with them and ask what they need, the answer is consistent: they need our support. They need our generation, and the generation behind us, to show them that they matter.

I was especially encouraged to hear Commissioner Byrd mention his involvement with the school board. There are many things happening, things that students are sharing with me, that some of you, as commissioners, and perhaps even members of the school board, may not yet be aware of.

Our children are crying out for help. They need to be seen. They need to be heard. And they absolutely need to be recognized.

I just felt that was something very important to share.

**Preacher Mike** - I appreciate all of you, and I thank God for you. I’m praying for you, please always remember that. We truly appreciate your work.

But I also want to remind you: despite all the consensus and all the statistics, God created balance in Lake Waccamaw. Alligators are a part of that balance. Be cautious when taking steps to remove them, you may not realize the full impact.

I understand it’s tragic when a child is hurt, and I’m sorry that happened. But the alligators were already there.

Again, I want to thank you. Regarding the housing project, I believe we should keep things the way they are. I know Columbus County needs revenue, but we must also remember what we may lose in the process.

**Agenda Item #26:   ADJOURNMENT:**

At 7:44 P.M., Commissioner Bullard made a motion to adjourn; seconded by Vice Chairman Smith. The motion unanimously passed.

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JANA NEALEY, Clerk to the Board

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LAVERN COLEMAN, Chairman