#### COLUMBUS COUNTY BOARD OF COMMISSIONERS

Monday, August 4, 2025 5:30 P.M. – Closed Session 6:30 P.M. – Regular Session

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

<u>COMMISSIONERS PRESENT</u>: <u>APPOINTEES PRESENT</u>:

Lavern Coleman, **Chairman**Chris Smith, **Vice Chairman**Giles E. Byrd

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

Ricky Bullard, Barbara Featherson

Barbara Featherson
Brent Watts

Scott Floyd

**APPOINTEES ABSENT:** 

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

At 5:30 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) REAL ESTATE

#### **MOTION:**

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

Agenda Items #2: CLOSED SESSION in ACCORDANCE with N.C.G. 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) REAL ESTATE

#### RECESS CLOSED SESSION and enter into REGULAR SESSION

#### **MOTION:**

At 6:15 P.M., Commissioner Watts made a motion to recess closed session and enter into regular session, seconded by Commissioner Bullard. The motion unanimously passed.

#### **GENERAL ACCOUNT:**

Attorney Amanda Prince gave the general account as follows:

The Commissioners discussed matters in accordance with attorney-client privilege, economic development, and Real Estate. No action was taken by the Board.

#### **MOTION:**

Commissioner Byrd made a motion to approve the general account as presented, seconded by Vice Chairman Smith. 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: <u>INVOCATION and PLEDGE of ALLEGIANCE:</u>

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

#### Agenda Item # 5: APPROVAL of AGENDA:

#### **MOTION:**

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

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

a. July 28, 2025 - Rescheduled Regular Session

#### **MOTION:**

Commissioner Byrd made a motion to approve the minutes, seconded by Commissioner Watts. The motion unanimously passed.

#### Agenda Item # 7: **PUBLIC INPUT:**

Mr. Johnny Edge - I would like to pick up on the topic I addressed at the last meeting.

In speaking with many people throughout the county, including community leaders and some of you, our commissioners, there seems to be genuine excitement about the opportunity to increase our dialogue. I've received a lot of positive feedback about this idea.

Most people are encouraged by the concept of building stronger communication between citizens and county leadership. This is important for a couple of reasons: First, it gives residents an opportunity to better understand what's happening in the county. Second, it allows them to support you, our commissioners, in the decisions you have to make each month.

Many problems stem from a lack of information or from not communicating information clearly to the public in a way that helps them fully understand the issues at hand.

We have many intelligent citizens and business owners in Columbus County. No one person knows everything, but by working together and using the wisdom and experience found throughout our community, I truly believe Columbus County can prosper and move in the direction we all want it to go.

We may be surprised at what we can accomplish if we work together, if the left hand understands what the right hand is trying to do for the county.

We are all creatures of habit. But I humbly ask you to think outside the box and consider new ideas, ideas that may help Columbus County become all that it can and should be.

At the last meeting, I asked you commissioners to consider ways in which the citizens and leaders of Columbus County can work together to make this a destination community. I hope you've taken that to heart and will bring forward your thoughts in whatever format works best for you.

We're going into uncharted waters, and developing a platform for this effort will take time. I understand you are busy, and I don't want to overwhelm you with unnecessary suggestions. But I believe there are many good, smart people who have valuable ideas to share, and who truly want to learn more about the county.

Many citizens don't fully understand the real problems we face, or our shortcomings. But they love this county, and I believe they would step up and support you however they can to help make Columbus County a better place to live.

Thank you for your time, and God bless Columbus County, and each of you, gentlemen and ladies.

PROCLAMATIONS- RECOGNITION and SUPPORT for the FOLLOWING Agenda Item #8: COLUMBUS COUNTY BASEBALL and SOFTBALL TEAMS for PARTICIPATION and SUCCESS in the 2025 WORLD SERIES:

**Baseball** 

Riegelwood Dixie 8U Riegelwood Dixie Baseball 6U

Dixie Softball Angels – World Series

Champs

Softball

South Columbus Ponytails Central Columbus Darlings

#### **MOTION:**

Commissioner Byrd made a motion to approve all Proclamations being presented, Seconded by Vice Chairman Smith. The motion unanimously passed.

#### **2025 World Series Competitors**

**WHEREAS**, the <u>Riegelwood Dixie Youth 8U Baseball</u> team went undefeated in the **State Tournament** and continued their inspiring journey to compete in three strong rounds of the **2025 World Series**, finishing with an impressive 2–3 record; and

**WHEREAS**, their dedication, skill, and unrelenting drive exemplify the values of commitment and perseverance; and

**WHEREAS**, their remarkable season brought pride and excitement to Riegelwood and to all of Columbus County;

NOW, THEREFORE, the Columbus County Board of Commissioners congratulates the Riegelwood Dixie Youth 8U Baseball team for their State Tournament dominance and competitive performance on the national stage, and commends them for representing our county with excellence and heart.

**PROCLAIMED** this, the 4<sup>th</sup> day of August, 2025.

### 2025 World Series Competitors

**WHEREAS**, the <u>Riegelwood Dixie Youth 6U Baseball team</u> proudly competed in the **2025 World Series**, completing two rounds of high-level competition; and

**WHEREAS**, these young athletes, with their coaches and families, showed incredible spirit, determination, and sportsmanship throughout their journey; and

**WHEREAS**, they represented Riegelwood and Columbus County with pride and joy, creating memories that will last a lifetime;

**NOW, THEREFORE**, the Columbus County Board of Commissioners honors the **Riegelwood Dixie Youth 6U Baseball team** for their inspiring participation in the World Series and celebrates their grit, pride, and contribution to our community.

**PROCLAIMED** this, the 4<sup>th</sup> day of August, 2025.

### 2025 World Series Sportsmanship Award

**WHEREAS**, the <u>South Columbus Ponytails</u> represented Columbus County with grace and dignity at the 2025 Dixie Softball World Series; and

**WHEREAS**, their outstanding display of respect, integrity, and teamwork earned them the prestigious **Sportsmanship Award**, a testament to their character and leadership both on and off the field; and

**WHEREAS**, their conduct reflects the values we hold dear in Columbus County—honor, humility, and community pride;

**NOW, THEREFORE**, the **Columbus County Board of Commissioners** proudly recognizes the **South Columbus Ponytails** for their **exceptional sportsmanship** and applauds them for representing our county with class and excellence at the national level.

**PROCLAIMED** this, the 4<sup>th</sup> day of August, 2025.

### 2025 World Series Sportsmanship Award

**WHEREAS**, the <u>Central Columbus Darlings</u> participated in the 2025 Dixie Softball World Series, embodying the spirit of true sportsmanship and unity; and

**WHEREAS**, their remarkable attitude, mutual respect, and team spirit earned them the honorable **Sportsmanship Award**, leaving a lasting impression on all who witnessed their journey; and

**WHEREAS**, they carried the banner of Columbus County with grace, and served as role models for players across the nation;

**NOW, THEREFORE**, the Columbus County Board of Commissioners extends its **heartfelt congratulations** to the **Central Columbus Darlings** for earning the **2025 World Series Sportsmanship Award**, and celebrates their exceptional character, teamwork, and representation of our community.

**PROCLAIMED** this, the 4th day of August, 2025.

#### 2025 WORLD SERIES CHAMPIONS

**WHEREAS**, the <u>Dixie Softball Angels</u> have proudly represented Columbus County at the 2025 Dixie Softball World Series, showcasing extraordinary talent, resilience, and teamwork; and

**WHEREAS**, through their determination, heart, and competitive spirit, they emerged as World Series Champions in their division, earning the top honor in the nation; and

**WHEREAS,** these young athletes, along with their coaches and supporters, have demonstrated excellence on and off the field, serving as an inspiration to our entire community;

**NOW, THEREFORE,** the **Columbus County Board of Commissioners** hereby extends its deepest congratulations and recognition to the Dixie Softball Angels for their 2025 World Series Championship Victory, and commends them for their incredible dedication, sportsmanship, and pride in representing Columbus County.

**PROCLAIMED** this, the 4th day of August, 2025.

#### Agenda Item #9: ATTORNEY'S OFFICE - APPROVAL of the FARMERS' MARKET CONTRACT **EXTENSION**:

Attorney Amanda Prince requested approval of the Farmers' Market Contract extension for a term of one year.

#### **MOTION:**

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

> STATE OF NORTH CAROLINA COUNTY OF COLUMBUS

> > LEASE

THIS LEASE. made and entered into this the 4th day of this, 2025,

by and between COLUMBUS COUNTY. hereinafter called "Lessor" and

COLUMBUS COUNTY COMMUNITY FARMERS MARKET, INC., hereinafter called "Lessee".

#### WITNESSETH:

WHEREAS, Lessor has agreed to lease a certain parcel of land to Lessee; and WHEREAS, Lessee will receive certain monies from various agencies of government for the improvement of the said property.

Now therefore, BE IT RESOLVED, CONTRACTED and AGREED, for and in consideration of the premises and covenants which are to be performed by the parties hereto and the sum of one dollar (\$ 1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, as follows:

- Description. Lessor does demise and let to Lessee and Lessee does hire and take as tenants of Lessor, the following described real estate:
  - All that certain lot, tract and parcel of land as shown and delineated on the plat prepared by Billy M. Duncan, RLS, a copy of which is attached hereto and made a part hereof and reference is hereby made to the said plat for more clarity and particularity of description of the land, which is also located in or near Whiteville, North Carolina.
- 2. Term and Rent. The length of this Lease is for a term of one (1) year, beginning July 1, 2025. As the rental for said term, the amount will be one dollar (\$1.00) per year, payable yearly in advance on the 1st day of August of each calendar year to Lessor, at the Columbus County Finance Office to any person designated as agent to accept said rental payment.
- Use. The said property is to be used by Lessee as an area for the sale 3. and/or resale of produce and other crops, crafts and/or art and for

whatever use the Lessee deems appropriate that supports the charitable purpose of the Lessee.

- Subletting and Assignments. Without the expressed written permission of Lessor, Lessee shall not sublease the said premises or any part thereof. Consent of Lessor to one subletting or assigning shall not be deemed to be consent to any subsequent subletting or assigning to another person. Assignment of spaces and agreements of selling schedules by designated vendors of Lessee shall not be considered as subletting, nor shall these assignments of spaces or agreements between Lessee and any vendor be binding on Lessor, should Lessor terminate this Lease prior to the expiration of the Lease term. Periodical renting of facilities on said premises shall not be a violation of this subletting clause and shall not require permission from Lessor.
- 5. Entry for Inspection, Repairs and Alterations. Lessor shall have the right to enter the said premises for inspection at all reasonable hours.
- 6. Utilities. All utilities, including but not limited to electrical, gas, water and sewer, are the responsibility of Lessee and such expenses shall be bore solely by Lessee and are not furnished as part of this Lease.
- 7. Capital Improvements, Repairs, Redecoration and Alterations. All capital improvement plans shall be approved by Lessor through the Columbus County Board of Commissioners prior to commencement of the improvement. All non-capital improvement or alteration plans shall be approved by the Lessor through the Columbus County Manager prior to commencement of the improvement or alteration.

Any structure on said premises may be demolished only after receiving approval from Lessor through the Columbus County Board of Commissioners. All demolished structures shall be disposed of in accordance with the laws and regulations of Columbus County and the State of North Carolina.

In the event of termination of this Lease by Lessee, all capital improvements and alterations shall become the property of Lessor. All personal property and fixtures removable without damage to said premises may be removed by Lessee.

Consent to any particular alteration, addition or change shall not constitute a waiver of consent to any future or additional alteration, addition or change.

- 8. Animals. Lessee shall keep no domestic or other animals or fowl in or about the said premises without the expressed written permission of Lessor through the Columbus County Manager, except any animal temporarily placed daily on the premises as part of the business activities of Lessee.
- 9. Prohibited Activities, Waste, Nuisance, Unlawful Use, and Maintenance of Property. Lessee agrees that it shall not permit waste on the said premises or maintain or permit to be maintained a nuisance thereon, or permit the premises to be used for any unlawful act or purpose. There shall not be any abusive or vulgar or profane language used on the said premises, nor shall there be any alcoholic beverages consumed or used on the on the said premises. Lessee shall keep the grounds in acceptable condition and the grass mowed and clean of trash.
- 10. Quit. The parties agree that any holding over by Lessee under this Lease, without the expressed written permission and consent of Lessor, shall be a tenancy at will, which may be terminated by Lessee on seven (7) days' notice. It is further agreed by Lessee and Lessor that in this event this Lease is a lease from month-to-month and may be terminated under North Carolina law by seven (7) days' notice to Lessee by Lessor.
- Re-delivery of the Premises. At the end of the tem(s) of this Lease, the Lessee shall quit and deliver up the premises to Lessor in as good a condition as they were at the beginning of the initial ten of the Lease. ordinary wear and tear excepted, decay and other damage of elements excepted. Also see paragraph 7 above.
- 12. Default. If Lessee defaults in the payment of the rents or any part thereof at any time herein before specified or if Lessee defaults in the performance of or compliance with any other provision, term, condition or statement hereof, this Lease, at the option of Lessor, shall be terminated and be forfeited and Lessor may re-enter the said premises and retake possession and recover damages, including the cost and reasonable attorney fees to be accessed by the court. Lessee shall be given twenty (20) days' notice of any default or breach and termination or forfeiture of this Lease, Lessee shall have twenty (20) days from the date of the notice to correct the default or breach or take action reasonably and likely to affect such correction. Lessee's failure to do so will result in the termination of this Lease.
- 13. Delay in or Impossibility of Delivery of Possession. In the event that possession cannot be delivered to Lessee on the commencement of the leased term, through no fault of Lessor or its agent, there shall be no liability on Lessor or its agent's part, but the rental herein shall abate until such possession is given. Lessor or its agent shall have thirty (30) days in which to give possession, and if possession is tendered within such time. Lessee agrees to accept the leased premises and to pay the rental herein provided

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- from that date. In the event that possession can-not be delivered within such time, through no fault of Lessor or its agent, then this Lease and all rights hereunder shall at that time be terminated.
- 14. Binding Effect. The covenants and conditions herein contained shall apply to and bind the legal representatives, successors and assigns of the parties hereto and all covenants are to be construed as conditions to this Lease.
- 15. Compliance. Lessee shall comply with all local, county, state and federal rules, statutes and regulations and shall not discriminate against any person, business or corporation on the basis of sex, religion, creed, national origin, race or age.

## Agenda Item #10: <u>ATTORNEY'S OFFICE – APPROVAL to PARTICIPATE in SETTLEMENT REGARDING PURDUE DIRECT ASSOCIATED with the ONGOING OPIOID SETTLEMENT:</u>

Amanda Prince requested approval participate in settlement regarding Purdue Direct associated with the ongoing Opioid Settlement.

#### **MOTION:**

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

## Agenda Item #11: <u>AIRPORT – APPROVAL of AIRPORT DEED of UTILITY and ACCESS EASEMENT:</u>

Airport Director Phil Edwards requested approval of the revised Utility and Access Easement for the lift station and the sewer line and manhole as part of the Airport Project.

#### **MOTION:**

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

Recording Time, Book and Page
Prepared by: Carlton F. Williamson, Attorney (tn)
STATE OF NORTH CAROLINA
DEED OF UTILITY AND ACCESS EASEMENT
COUNTY OF COLUMBUS
THIS DEED OF UTILITY EASEMENT AND ACCESS EASEMENT, made this the day of, 2025, by and between the COUNTY OF COLUMBUS, a body politic, (hereinafter referred to as "Grantor"), and the CITY OF WHITEVILLE, a North Carolina Municipal Corporation, located in Columbus County, North Carolina, whose address is P.O. Box 607, Whiteville, NC 28472 (hereinafter referred to as "City" or "Grantee").

#### WITNESSETH:

THAT WHEREAS, the said Grantor is the owner of a certain tract of land located in the County of Columbus as described in Deed recorded in Book 319, page 294, Columbus County Registry, a portion of which is identified as Lot A containing 0.01 acre, more or less, Lot B containing 0.21 acre, more or less, and Lot C containing 0.24 acre, more or less, as is shown and delineated on a plat entitled "Proposed Easement Survey for City of Whiteville, N.C. "Airport Rd. – Infrastructure", dated June 30, 2025, prepared by Jason S. Walker, PLS, which said plat is recorded in Plat Book 124, page 51, Columbus County Registry, which is incorporated herein by reference for more particularity of the description of Lot A, Lot B, and Lot C (hereinafter referred to as "plat"); and

WHEREAS, the Grantee operates a municipal sewage treatment facility and maintains sewer and utility lines and solid waste lift stations in conjunction with the operation of the said sewer treatment facility; and

WHEREAS, the Grantor desires to grant to the Grantee a Utility Easement over and across all of the portion designated as Lot A for the placement of a sewer line and manhole and over and across Lot C on said plat for the purpose of locating a lift station on said lot and to

further grant to the Grantee an Access Easement over and across the entire portion of Lot B as shown on said plat for the purpose of providing access from S.R. 1181 (Airport Road) to and from Lot A and Lot C in order to service and maintain the sewer line on Lot A and the lift station to be located on Lot C; and

WHEREAS, the Grantee desires to accept the grant of the Utility Easement and Access Easement from the Grantor to complete the Airport Road Infrastructure Project.

NOW, THEREFORE, said Grantor, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS to it in hand paid, including the benefit of the lift station as part of the municipal sewer treatment facility, does hereby convey and quitclaim unto the Grantee a permanent and perpetual right and easement to construct and maintain a sanitary sewer line and manhole on that parcel identified as Lot A and a lift station upon all of that certain parcel of land identified as Lot C containing 0.24 acre, more or less, as is shown and delineated on plat recorded in Plat Book 124, page 51, Columbus County Registry, which is incorporated herein by reference for more particularity of description of Lot C and Lot A.

ALSO CONVEYED herewith is an Access Easement over and across that certain parcel of land identified as Lot B containing 0.21 acre, more or less, as is shown and delineated on plat recorded in Plat Book 124, page 51, Columbus County Registry, which is incorporated herein by reference for more particularity of description of Lot B. The Access Easement hereby granted connects Lot A and Lot C with S.R. 1181 (Airport Road) and is appurtenant to and runs with the land of the Grantor.

The above described Utility Easement is subject to the following conditions:

- 1. All sewer and utility lines, the manhole, and the lift station which are installed in the permanent Utility Easements shall be and remain the property of the City of Whiteville, its successors and assigns.
- 2. The City of Whiteville, its successors and assigns and its agents, shall have use of said Utility Easements and the Access Easement for the purposes so described and the rights reasonably necessary to maintain said Utility Lines and the lift station.
- 3. The Grantor shall have the right to make use of the Utility Easement and Access Easement areas herein granted which may not be inconsistent with the rights herein conveyed or interfere with the use of said Easements by the City for the utility line and lift station and the maintenance thereof and the access hereby granted.

TO HAVE AND TO HOLD said right and easements unto the said Grantee and its successors or assigns; it being acknowledged that the right and easements hereby granted are appurtenant to and run with the land of the Grantor.

## Agenda Item #12: TRANSPORTATION – CONTRACT with COASTAL ARCHITECTURE for DESIGN and OVERSIGHT for the TRANSPORTATION BUILDING EXPANSION PROJECT:

Transportation Director Joy Jacobs requested approval of the contract with Coastal Architecture for design and oversight for the Transportation Building Expansion Project. This is funded through NC DOT.

#### **MOTION:**

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

#### Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seven day of March in the year Two Thousand Twenty Five (In words, indicate day, month and year.)

BETWEEN the Owner: (Name, legal status, address and other information)

County of Columbus 127 W. Webster Street Whiteville, NC

and the Architect: (Name, legal status, address and other information)

Coastal Architecture pllc 4206 Bridges Street Suite C Morehead City, NC

for the following Project: (Name, location and detailed description)

Addition to Columbus County Transportation Whiteville, NC

The Owner and Architect agree as follows.

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

#### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Architectural, Structural and PME engineering included in this contract, Civil Engineering and Surveying are not included.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105TM\_2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105\_2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

#### ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

#### ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

#### ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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#### ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

#### ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Design through Construction Documents: \$9,800.00, Bidding/Negotiation Services: \$1,000.00. Construction Administration Services: \$5,000.00

The Owner shall pay the Architect an initial payment of zero (\$ 0 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one percent (1%) monthly, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond eighteen (18) months of the date of this Agreement through no fault of the Architect.

#### ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

This project is approximately 800 SF addition to the Existing Building
No additional parking or site improvements are anticipated
Permitting costs are not included in this contract
Stormwater or Erosion Control permitting is not anticipated and not part of this contract

#### Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

#### B. Non-Appropriation

All funds for payment by Agency under this Agreement are subject to the availability of any annual appropriation for this purpose by the Columbus County Board of Commissioners. In the event of non-appropriation of funds by the Board for the services provided under this Agreement, Appraiser will terminate this Agreement, 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 Agreement is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by Appraiser on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and Agency shall not be obligated under this Agreement beyond the date of termination.

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User Notes:

## Agenda Item #13: OPIOID SETTLEMENT – APPROVAL for the COUNTY MANAGER or HIS DESIGNEE to EXECUTE all CONTRACTS NECESSARY to ENACT the APPROVED OPIOID SETTLEMENT STRATEGIES:

Opioid Settlement Consultant Cynthia Wiford requested approval for the County Manager or his designee to execute all contracts necessary to enact the approved Opioid Settlement Strategies.

#### **MOTION:**

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

## Agenda Item #14: <u>DEPARTMENT of AGING – APPROVAL of the PEAS (Providing Elders Additional Sustenance) GRANT & BUDGET AMENDMENT:</u>

Aging Director Kristie Massey requested approval of the PEAS (Providing Elders Additional Sustenance) Grant in the amount of \$34,946 and the associated budget amendment.

**Commissioner Byrd** – Is the County required to provide matching funds?

**Department of Aging Director Kristie Massey**- No, sir. This is a brand-new grant called the PEAS Grant.

This project will provide two meals per week to individuals who are 60 years or older and are either frail, functionally impaired with three or more ADL (Activities of Daily Living) impairments, or cognitively impaired in at least three IADLs (Instrumental Activities of Daily Living).

The grant allocation is \$32,946, with \$2,000 of that amount designated for administrative costs, bringing the total grant to \$34,946.

There is no local match required.

The grant reporting period is from July 1, 2025, to September 30, 2026.

**Commissioner Featherson** - I have one question regarding this, I believe I read somewhere that if an individual is already eligible for another program, such as the ensure program or something similar, would they still be eligible for this particular program?

**Department of Aging Director Kristie Massey**- Yes, they can be. This program is primarily intended for individuals receiving home-delivered meals. It will provide two additional meals per week. Most of our frozen home-delivered meal routes currently do not include meals on Saturday and Sunday, they only cover Monday through Friday. This program will help fill that gap by providing those two extra meals over the weekend.

#### **MOTION:**

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

1

JOSH STEIN • Governor DEVDUTTA SANGVAI • Secretary JOYCE MASSEY-SMITH • Division Director, Division of Aging

DIVISION OF AGING ADMINISTRATIVE LETTER NO. 24-11; CHANGE NOTICE 01

**TO:** Area Agency on Aging Directors

FROM: Joyce Massey-Smith

**DATE: April 25, 2025** 

SUBJECT: State Fiscal Recovery Fund (SFRF) Nutrition Services for Older Adults: Food Assistance for High-Risk Older Adults –

"The PEAS (Providing Elders Additional Sustenance) Project"

Division of Aging's Administrative Letter No. 24-11 issued on Dec. 30, 2024, provided guidance for "The PEAS (Providing Elders Additional Sustenance) Project" funded under the State Fiscal Recovery Fund (SFRF). The purpose of this Change Notice is to update the guidance provided. Updates are provided in italicized, red text. Text that is red and struck through is a deletion. Changes for the Administrative Letter and Attachment C are included here. The following changes are incorporated:

- ARMS codes for allowable PEAS Project services and expenses
- Clarification on maximum allowable number of units per month
- Guidance on tracking units and project expenses in Excel
- Allowance for liquid nutrition supplements in, or in place of, food boxes for clients and guidance on required supporting documentation

The American Rescue Plan Act (ARPA) was enacted on March 11, 2021, to address the impact of COVID-19 on the economy, public health, state/local governments, individuals, and businesses. It provided \$5.4 billion to North Carolina in State Fiscal Recovery Funds (SFRF) to lay the foundation for a strong and equitable recovery. The NC Pandemic Recovery Office is responsible for overseeing and monitoring the use of the SFRF as well as reporting to the U.S. Treasury on behalf of state agencies.

Under Session Law 2021-180, Section 9A.5, the N.C. General Assembly appropriated \$3.585 million dollars (\$3,585,000) in nonrecurring ARPA funds to the Department of Health and Human Services, Division of Aging and Adult Services, to support special nutrition services for older adults. Per legislative restrictions, no more than 10% of these funds can be budgeted for overall administration of the projects.

Three special nutrition projects were authorized to address food insecurity among older adults because of the COVID-19 pandemic: a hospital discharge meals project for high-risk older adults, an expansion of the NC senior farmers' market program for low-income older adults, and a program to provide food assistance (meals or groceries) to frail or functionally impaired older adults. The first two projects are successfully underway, and the purpose of this administrative letter is to implement the special nutrition project that will be administered by NC Area Agencies on Aging (AAAs) to provide food assistance to frail or functionally impaired older adults. Per Session Law 2021-180 (p. 181), the PEAS Project will provide:

- ... two meals per week or twenty dollars (\$20.00) per week in groceries to eligible older adults who are frail or functionally impaired.

AAAs should complete and submit the attached application for SFRF nutrition funding by January 10, 2025. [Note: applications are closed.] If a AAA needs more time to apply, please reach out to julie.l.sundermann@dhhs.nc.gov to request an extension.

Awards to participating AAAs will include a base amount for each region and an amount based on the Intrastate Funding Formula (see Attachment A). There will be no local match requirement. Funds allocated under the executed Notification of Grant Award may be used to provide services through Sept. 30, 2026. AAAs may administer and implement this program in-house or may receive the grant with the intent to subcontract all or a portion of this SFRF funding. Subcontracts or purchase of service agreements must incorporate the requirements of this administrative letter and as needed, detail the types of food assistance to be provided under the program, including spending limits and documentation requirements. There is no requirement for the solicitation of consumer contributions under the SFRF PEAS Project.

AAA applications for PEAS Project funding may focus on one or both SFRF allowable food assistance.

AAA applications for PEAS Project funding may focus on one or both SFRF allowable food assistance priorities:

- · Delivery or pick-up of food boxes and/or
- Delivery or pick-up of meals that meet the menu requirements of the NC senior nutrition program.

Clients will be screened for eligibility using the Client Registration Form (DAAS-101 Long Form) to determine whether they are frail or functionally impaired per legislative language.

Expenditures will be tracked in ARMS using service codes for SFRF nutrition services similar to the SFRF "Choosing Home" Program (described in Administrative Letter 24-01). Expenditures will be paid as non-unit reimbursement requests with a client/unit reporting requirement.

Allowable SFRF Food Assistance

AAAs may structure their SFRF applications to address current Area Plan priorities in their regions or focus on additional ways to address food insecurity among older adults.

The following SFRF options have been structured to both support legislative intent and allow flexibility for implementation of the program statewide. It is hoped this flexibility will allow AAA programs to meet local needs for pandemic recovery, address rural/urban differences, or potentially extend the reach of the SFRF funding by collaborating with an existing program operated by community partners such as Food Banks or local senior nutrition service providers.

In recognition that both weekly and monthly distribution schedules may be needed to support local flexibility, the food assistance options outlined below are meant to respect the legislative language regarding the \$20 of food assistance per week but allow monthly delivery or pick-up of four units of assistance as outlined below. Because the Division of Aging's statewide reporting and reimbursement system is based on monthly reimbursements, AAAs and their partners must retain documentation to support the restriction on individual monthly benefits to no more than four *or five* units totaling up to \$80 *or* \$100 in food assistance (or up to \$20/week as appropriate for actual distribution, *given the number of weeks the month*). There is no overall limit to food assistance per eligible senior across the total project period so long as this legislative intent on weekly assistance is followed.

AAA applications should provide an overview of the program they expect to implement based on options below, and the Division of Aging staff will follow up if additional information or adjustments are needed prior to the Notification of Grant Award.

$\hfill\Box$ Delivery or pick-up of meals: $\circ$	Meals must meet the menu requirements of the senior	nutrition program
service standards.		

- o May include hot, frozen, and/or shelf-stable meals.
- o Eligible clients may receive up to two meals/week or eight not to exceed 10 meals/month.
- o Non-unit reimbursement for actual costs up to \$10/meal.
- Reporting unit = One meal at a rate up to \$10 per meal/up to maximum of 8 meals *not to exceed 10* meals per month, *depending on the number of weeks in the month.*

□ Delivery or pick-up of food boxes: ○ May include any combination of shelf-stable food and/or fresh produce. May also include meat, eggs, or other food requiring temperature control so long as the food is transported and/or stored to maintain safe temperatures per the nutrition service standards.

- o May include
- Eligible clients may receive one food box with up to \$20 in groceries per week, or four *not to exceed five* food boxes per month totaling no more than \$80 *\$100*.
- o Non-unit reimbursement for actual costs up to stated maximums for weekly or monthly distribution
- Reporting unit = One food box/week costing up to \$20/maximum of four, not to exceed 5 boxes per month, depending on the number of weeks in the month.
- o See examples of food boxes in Attachment C. Client Eligibility

Older adults who apply for food assistance through the PEAS Project must be screened for eligibility using the Client Registration Form (DAAS-101 Long Form) to document that the person is frail or functionally impaired. Eligible clients are adults aged sixty or older who meet the following criteria as documented in section IV of the CRF:

☐ Significant impact on daily life because of memory loss or cognitive impairment, OR
☐ Three or more Activities of Daily Living (ADL) impairments, OR
□ Cognitively impaired and at least three Instrumental Activities of Daily Living (IADL) impairments.

An eligible older adult may receive food assistance in the form of meals or food boxes, but not both. If two eligible people live in the same household, they are each eligible to receive food assistance under the PEAS Project as described above.

The PEAS Project funding may be used to serve eligible older adults who are not part of the existing senior nutrition program, or AAAs may authorize weekend meals to existing high risk clients who are food insecure when the regular senior nutrition program is closed. Applicants on the waiting list for the regular senior nutrition program who meet the frail/functionally impaired eligibility criteria also may be considered for SFRF food assistance.

Tracking and Reporting Requirements

Expenditures will be tracked and reported separately using new ARMS codes for SFRF nutrition program services as outlined below. These service codes will be shared in an update when operational after Notice of Grant Awards are executed for this project. SERVICE

CODE

**DESCRIPTION** 

**TBA SFRF Meals** 

meals/month

One unit = One meal at a

rate up to \$10 per meal. One food box/week costing

**TBA SFRF Food Boxes** 

up to \$20 or four boxes per

Two meals/week or eight

month up to \$80.

**TBA** SFRF PEAS Project Staffing costs and mileage for direct service

**Non-Client Expenses** 

staff implementing the SFRF PEAS Project.

**Administrative Costs TBA** 

Reasonable, customary, and justifiable expenses for agency overhead during

the

project period not to exceed the capped amount

per AAA region.

complete and submit an Excel tracking workbook to track units per client per month and PEAS Project expenses. Tracking workbooks for the service month are due via email to Chidera Anigabor at chidera.anigabor@dhhs.nc.gov on the 15th of the following month (e.g. tracking for service in May 2025 is due June 15).

Questions regarding applications for SFRF special nutrition funding should be directed to Julie Sundermann at 984-301-2911 or julie.l.sundermann@dhhs.nc.gov.

Attachments:

A – Regional Allocations

B – SFRF PEAS Project Application

C – Guidance for Person-Centered Planning

#### **COLUMBUS COUNTY, NORTH CAROLINA**

Ordinance making appropriations to the Columbus County Aging Department SFRF Providing Elders Additional Sustenance (PEAS) Grant Fund for the Fiscal Year beginning July 1, 2025

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

Section 1: The following amounts are hereby appropriated the Columbus County Department of Aging SFRF Providing Elders Additional Sustenance (PEAS) Grant Fund pursuant to G.S. 159 -13.

Source of Revenue		
023-3589-436020	GRANT	\$ 34,946
Total Estimated Revenues		\$ 34,946
Project Appropriations		
023-9980-512100	SALARIES	\$ 1,640
023-9980-518100	FICA	\$ 125
023-9980-518200	RETIREMENT	\$ 235
023-9980-519001	CONTRACTED SERVICES	\$ 32,946
Total Project Appropriations		\$ 34,946

**Reason:** The State Fiscal Recovery Funds (SFRF) Providing Elders Additional Sustenance (PEAS) Project Grant funds two meals a week to eligible older adults who are not part of the existing senior nutrition program or provide weekend meals to existing high risk clients who are food insecure.

**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 Project shall become effective on August 4, 2025. ADOPTED, this 4th day of August, 2025.

## Agenda Item #15: <u>DEPARTMENT of AGING – APPROVAL to CONDENSE TWO CNA POSITIONS into ONE SOCIAL WORKER POSITION</u>:

Aging Director Kristie Massey is requesting approval to condense 2 CNA positions into one Social Worker position.

**Department of Aging Director Kristie Massey**- Based on what has been approved in the past, we currently have two full-time CNA positions available. I would like to propose combining those positions to create a case manager role.

The billing rate for a case manager is \$377 per client, per month. If the case manager averages around 11 clients, that would cover their salary, insurance, and other associated costs. Any caseload above 11 clients would generate additional revenue for the county.

Given the ongoing difficulty in hiring CNAs, I believe it would be more beneficial at this time to hire a social worker, a position we also need due to our growing case management needs. This would not only help meet service demands but could also potentially generate revenue for the department.

Although the two CNA positions are (hopefully, if we receive more funding) fully reimbursed by Medicaid, we are currently unable to proceed with hiring due to the hiring freeze. Additionally, CNA recruitment remains particularly challenging at this time.

Commissioner Watts - Those two positions are open, though?

**Department of Aging Director Kristie Massey** – That's correct.

#### **MOTION:**

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

#### Agenda Item #16: SOLID WASTE - APPROVAL to PURCHASE TWO PRE-BUDGETED F-150's:

Public Utilities Director Harold Nobles is requesting approval to purchase two Ford F-150s in the amount of \$94,142.40 for Solid Waste. These were pre-budgeted in the FY 25/26 Solid Waste Budget.

**Commissioner Byrd** - Where did the bids come from?

**Assistant Public Utilities Director Chris Nobles** - I reached out to several local businesses. We did receive one local bid from Town and Country here in Whiteville. The other two bids came from the Ram dealership we worked with last year in Gardener, North Carolina, and from Capital Ford in Raleigh, which holds the government contract and submitted the lowest bid.

**Chairman Coleman** – And the money is already pre-approved?

**Assistant Public Utilities Director Chris Nobles** – Yes.

#### **MOTION:**

Commissioner Bullard made a motion to accept the lowest bid and approve the requisition associated with the purchase, seconded by Vice Chairman Smith.

## Government Sales Division Raleigh NC

Greg Ford- Government Sales Manager 919-790-4600, ext. 1413
Gregory.ford@capitalford.com

07/23/2025 Columbus County Public Utilities

Quote - NC2510A

2025 Ford F150 XL Crew Cab 4wd, 145" WB, 101A package	\$41,485.00
Oxford White w/medium dark slate vinyl 40/20/40 front seating	NC
5.0L V8 engine	\$1,936.40
Elec ten speed auto transmission	NC
3.31 electronic lock RR axle	\$394.80
Black platform running boards	\$235.00
Class IV hitch w/wiring (max tow 9,300 lbs.)	NC
Rhino Spray liner	\$575.00
Decked organizer system for F150 5.5' bed	\$1,650.00
4 corner clear/amber strobes	\$795.00

Per Truck \$47,071.20

X 1

Total \$47,071.20

Please remit PO/Payment to: jromano@capitalford.com Gregory.ford@capitalford.com

Capital Ford Inc. 4900 Capital Blvd Raleigh NC 27616

127 W White	umbus County . webster Street ville, NC 28472 910)640-6611		NO.	REQUISITI	
TEL (	205 Lee Avenue Whiteville, NC 28472  VENDOR #: CAPITO11		R2600566  ORDER DATE: 07/31/25 DELIVERY DATE: STATE CONTRACT: F.O.B. TERMS: Destination		6
Whi					
N 490	PITAL FORD INC 00 CAPITAL BLVD .EIGH, NC 27616				
/UNIT	DESCRIPTION	ACCOU	NT NO.	UNIT PRICE	TOTAL COST
				TOTAL	94,142.40

#### Agenda Item #17: <u>PLANNING DEPARTMENT – APPROVAL to ESTABLISH a PUBLIC</u> <u>HEARING REGARDING the COLEMAN TRACT PUD on DOTHAN ROAD, TABOR CITY, NC:</u>

EDC and Planning Director Gary Lanier is requesting approval to establish a public hearing on August 18th, 2025 at 6:30 P.M. or as soon as can be heard regarding the Coleman Tract Planned Unit Development (PUD).

#### **MOTION:**

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

#### \*\*A COPY OS THE FULL PUD SITE PLANS ARE HOUSED IN THE CLERKS OFFICE\*\*

## Agenda Item #18: PLANNING DEPARTMENT – APPROVAL to ESTABLISH a PUBLIC HEARING REGARDING the J T SARVIS TRACT PUD LOCATED on PEACOCK ROAD, TABOR CITY, NC:

EDC and Planning Director Gary Lanier requested approval to establish a public hearing on August 18th, 2025 at 6:30 P.M. or as soon as can be heard regarding the JT Sarvis Tract Planned Unit Development (PUD) located on Peacock Road, Tabor City, NC.

#### **MOTION:**

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

#### \*\*A COPY OS THE FULL PUD SITE PLANS ARE HOUSED IN THE CLERKS OFFICE\*\*

## Agenda Item #19: <u>ECONOMIC DEVELOPMENT – APPROVAL of the MOU with the JOBS</u> FOUNDATION:

Interim EDC Director Dylan Bowen requested approval of the MOU with the Jobs Foundation which is a requirement set by Golden LEAF for the Site development grant, \$590,000, on the 38-acre parcel.

**Interim EDC Director Dylan Bowen** - This is a requirement by Golden LEAF. They just want to see a partnership between the Jos Foundation and the County, and this will satisfy that requirement.

#### **MOTION:**

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

### STATE OF NORTH CAROLINA COUNTY OF COLUMBUS

#### MEMORANDUM OF UNDERSTANDING

THIS ME	MORANDUM OF U	NDERSTANDING (hereinafter referred to "MOU"),
entered this	day of	, 2025, by and between COLUMBUS JOBS
FOUNDATION,	INC. a North Caroli	na 501(c)(3) Non-Profit Corporation (hereinafter
referred to as ".	JOBS") and COLUM	BUS COUNTY, a county corporation chartered by
the State of Nor	rth Carolina (hereina	ifter referred to as "COUNTY"),

#### 1. Purpose

This MOU is entered into to outline the terms under which COUNTY will perform work, outlined in the Golden Leaf Grant, on the property owned by JOBS, located on Midway Road, the 38-acre parcel ("the Property"). This MOU serves as a good-faith agreement to clarify the responsibilities, expectations, and obligations of each party.

#### **General Provisions**

- Any changes to this MOU must be made in writing and signed by both parties and have approval from Golden LEAF.
- Parties will comply with all requirements included in the Grant agreement which is attached as Exhibit A and incorporated herein.
- Due to the infrastructure investments made to provide utility services to the 38-acre parcel by both, Columbus County and the Golden LEAF Foundation, any sale of the property must be for economic development purposes and approved by the Columbus County Board of Commissioners. This is in keeping with standard incentive awards.
- If JOBS fails to comply with the terms of the grant, JOBS shall reimburse the COUNTY in the amount of the grant.
- JOBS and COUNTY agree that sale of the property is coordinated and agreed upon by both parties, with the goal of maximizing the economic impact. Job creation and investment targets will be documented, agreed up by involved parties, and be included as a right of reversion clause in the deed upon transfer. JOBS and COUNTY agree that both will follow up with BUYER at regular intervals and document progress in goal achievement. JOBS and COUNTY agree to pursue legal remedies to claw back property if targets have not been achieved.
- <u>E-Verify</u>. Parties are aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes.
- The terms of the grant agreement concerning this property are attached and incorporated herein. Both parties will be subject to requirements of the agreement.

Agenda Item #20: EMERGENCY SERVICES – APPROVAL to DECLARE OLD KENWOOD NEXEDGE RADIO SYSTEM EQUIPMENT as SURPLUS and APPROVAL for PRIVATE PARTY NEGOTIATION:

Emergency Services Director Kay Stephens requested approval to declare Kenwood Nexedge Radio System equipment as surplus and authorize a private party negotiation.

**Emergency Services Director Kay Stephens** - So, as you know, we were previously using the Kenwood NexEdge digital radio trunking system. Since we've now switched over to the VIPER radio system, all of that equipment is currently sitting unused at the North Campus. I'm requesting that we declare it as surplus.

**Commissioner Byrd** – Is there any market for it?

**Emergency Services Director Kay Stephens -** I've actually had two companies express interest in purchasing the equipment for private use, not in a public safety setting. They're likely larger companies that could use it internally. So, while I've had two companies reach out to me, their intended use is strictly private, not for public safety purposes.

#### **MOTION:**

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

THE BUS	JRPL	.US PRO	PERTY FORM		
Date of Request: 7/31/2025					
Reason for Declaring Surplus: _ Special Request:	No lon	ger used.		_	
Department Name: Emergency Contact Name: Kay Stephens Phone Number: 910-640-6610 Email address: kstephens@col	umbus				
Location of Surplus: Lee Avenu	-/	01	7		
Location of Surplus: Lee Avenue Department Head Approval: Finance Officer Approval: County Manager Approval:	Kg.	Blept	Reus	-	
Location of Surplus: Lee Avenu Department Head Approval:	QTY QTY	ASSET #	SERIAL NUMBER	ESTIMATED VALUE	SERVICEAB Y/N
Location of Surplus: Lee Avenue Department Head Approval: Finance Officer Approval: County Manager Approval:	Kg.	ASSET #		ESTIMATED VALUE	
Location of Surplus: Lee Avenue Department Head Approval: Finance Officer Approval: County Manager Approval:  DESCRIPTION Ie. make, model, color.	Kg.	ASSET #		ESTIMATED VALUE	
Location of Surplus: Lee Avenue Department Head Approval: Finance Officer Approval: County Manager Approval: DESCRIPTION ie. make, model, color. Kenwood Nexedge Radio	Kg.	ASSET #		ESTIMATED VALUE	
Location of Surplus: Lee Avenue Department Head Approval: Finance Officer Approval: County Manager Approval: DESCRIPTION ie. make, model, color. Kenwood Nexedge Radio Equipment that was used at	QTY	ASSET #		ESTIMATED VALUE	
Department Head Approval:  Department Head Approval: Finance Officer Approval: County Manager Approval:  DESCRIPTION ie. make, model, color.  Kenwood Nexedge Radio Equipment that was used at sites throughout the county.	QTY	ASSET #		ESTIMATED VALUE	
Department Head Approval:  Department Head Approval: Finance Officer Approval: County Manager Approval:  DESCRIPTION Ie. make, model, color.  Kenwood Nexedge Radio Equipment that was used at sites throughout the county.  This includes equipment	QTY	ASSET #		ESTIMATED VALUE	
Department Head Approval: Finance Officer Approval: County Manager Approval: DESCRIPTION ie. make, model, color. Kenwood Nexedge Radio Equipment that was used at sites throughout the county. This includes equipment used at the different tower	QTY	ASSET #		ESTIMATED VALUE	
Department Head Approval: Finance Officer Approval: County Manager Approval: DESCRIPTION ie. make, model, color. Kenwood Nexedge Radio Equipment that was used at sites throughout the county. This includes equipment used at the different tower sites and 911 center.	QTY	ASSET #		ESTIMATED VALUE	

## Agenda Item #21: EMERGENCY SERVICES – APPROVAL of the QUOTE from MOTOROLA to RELOCATE EXISTING RADIO EQUIPMENT from the CURRENT 911 CENTER to the NEW 911 CENTER:

Emergency Services Director Kay Stephens requested approval of the quote in the amount of \$295,792 received from Motorola to relocate existing radio equipment from the current 911 center to the new 911 center. This is a single source vendor and will be funded through the 911 Center Construction Project.

**Emergency Services Director Kay Stephens** - As you know, we're working on the building next door to relocate the current 911 center. As part of that, we're using the Highway Patrol VIPER radio system. We'll need to move the existing equipment currently located on North Thompson Street to the new building when the time comes for the transition.

**Commissioner Watts** - And it's being paid for through the grant that was awarded to renovate the building. Correct?

**Emergency Services Director Kay Stephens -** It's being paid for with the funding that the commissioners have already approved.

**Commissioner Bullard** - How much longer will it take to finish remodeling?

**Emergency Services Director Kay Stephens -** We're hoping to be in the building by the end of the year. We're working really hard, and I'd love to see us move in by the end of October. But realistically, I'd say we should definitely be in by the end of the year.

#### **MOTION:**

Commissioner Watts made a motion to approve, seconded by Commissioner Bullard. Commissioner Floyd then amended the original motion to include the requisition associated with the purchase. Commissioner Watts seconded Commissioner Floyd's amended motion. The motion passed unanimously.

Columbus County 127 w. webster Street Whiteville, NC 28472 TEL (910)640-6611	NO.	ISITION 600559
S H I I P T O VENDOR #: MOTORO05  V MOTOROLA SOLUTIONS INC 13108 COLLECTION CENTER D CHICAGO CHICAGO, IL 60693	ORDER DATE: DELIVERY DATE: STATE CONTRACT: F.O.B. TERMS:	07/31/25  Destination

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
	911 RADIO EQUIPMENT	054-4314-551010	295,782.0000	295,782.00
1.00	ANDIO EQUIPMENT		TOTAL	295,782.00
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REQUESTING	DEPARTMENT	DATE	

## Agenda Item #22: FINANCE – APPROVAL of the SECOND READING of the AMENDED PURCHASING POLICY:

Finance Director Heather Woody requested approval of the Second reading of the amended purchasing policy to include a conflict of interest form.

**Finance Director Heather Woody** - We presented this at the last meeting, and it was a suggestion made during our audit meeting with DEQ. We are adding Exhibits A through D to the purchasing policy as part of the conflict of interest policy. These forms will need to be completed by personnel involved in state and federal grants. They will serve as documentation that our personnel are not receiving personal gain from the contracts awarded, for example, that contracts are not being awarded to a spouse, parent, sibling, and so on. This is a standard clause included in most grants, and they require paper documentation to confirm compliance.

#### **MOTION:**

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

## \*\*A FULL COPY OF THE CONFLICT OF INTEREST FORM IS HOUSED IN THE CLERK'S OFFICE\*\*

## Agenda Item #23: FINANCE – APPROVAL of BUDGET AMENDMENTS, REQUISTION, and a DEPARTMENTAL PO:

Finance Director Heather Woody is requesting approval of the following Budget Amendments, Requisition, and a Departmental PO:

- a. Sheriff's Office D.A.R.E. \$11,914
- b. Social Services Earmarked State Funding \$745,050
- c. Requisition Opioid Settlement
- d. Departmental Purchase Order Number

#### **MOTION:**

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

Columbus County, North Carolina

DEPARTMENTAL BUDGET REALLOCAT	「ION FY 25/26				
Name of Department: FINANCE/SHERIFF					
Agency, Head Signature:					
Date Prepared: July 30, 2025 Date Received in F	inance				
Budget Code EXPENDITURES					
Fund Dept Category Glassification 010 4310 560093 DARE EXPENDITURES	Increase or (Decrease) \$11,914				
VOI PROVINCIA DE NOVEMBRE SANDA ANTANA PARAMAN PROVINCIA DE NOVEMBRE SANDA PARAMAN PAR	and the state of t				
Budget Gode Total Net Expense	Requested # 4				
Fund Dept Category Classification 010 3991 499101 FUND BALANCE APPROPRIATED	Increase or (Decrease) \$11,914				
Total Net Revonue	\$11,914				
Explanation of Increase or Decrease: ROLL D.A.R.E FUNDS NOT SPENT IN FY 25 TO FY 26 TO BE ABLE TO UTILIZE FOR	constitution in the contract of the contract o				
NOTE DANGET ONDO NOT OF ENTINET 25 TO THE 25 TO BE ABLE TO SHEIZE FOR	THE PROGRAW				
	_				
This budget revision has been reviewed by the Columbus County Finance Officer.	7/30/25				
Signature M. Woody	Date				
This budget revision has been reviewed by the Columbus County Budget Manager	/County Manager:				
Til Cut through Msu.	7/31/25				
Signature	Date				
Notes:					
This budget revision has been approved by the Board of Columbus County Commissioner	rs on:				

170111						
Y/UNIT		DESCRIPTION	AC	COUNT NO.	UNIT PRICE	TOTAL COST
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White	umbus . webster ville, NC 910)640-6	County Street 28472 611		NO.	REQUISITI R260053	
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xplanatio HESE FUI NHANCIN	n of Increase NDS HAVE BE	Or Decrease: EEN PROVIDED TO THE RTICULAR PROGRAMS.	ABOVE PROGRA	MS FOR THE PURP	OSE OF EXPANDIN	G AND/OR
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Budget	Code f Category	Total	REVENUES Classification	A STATE OF THE STA	\$745,050 Requested Increase or (Dec	
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gency He	ad Signature:					
	NE 1710 CHESTON CONTRACTOR AND CONTRACTOR	FINANCE/SOCIAL SERV	/ICES			

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	TruNarc Delta - Opioid	040-5703-526003	43,088.1000	43,088.10
			TOTAL	43,088.10

Fisher Scientific 300 Industry Drive Pittsburgh, PA 15275 864-386-1141 william.thomas@thermofisher.com



#### PRICE QUOTATION

DATE:		Account Numbe	r:	PO	#		
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Columbu	is County S	heriff's Office			otain Justin V	/orle	v
ADDRES		THE CHILD		PH	ONE:		
817 Was	hington Str	reet		(91	0) 642-6551		
CITY, ST	ATE, ZIP	CODE:			TENTION:		
Whiteville	e, NC 2847	2		TBI	<u> </u>		
ESTIMA'	TED SHIPE	PING DATE(S)					
ITEM	QTY	PART	DESCRIPTION	П	UNIT		XTENDED
NO.	<del> </del>	NUMBER	The Bull AV Maria Track for a 40 students Franklik	_	PRICE 39,550.00		AMOUNT
	1	800-07011-01	TruNarc Delta, 4 Year Warranty, Training for up to 12 students, English	\$	813.56	\$	39,550.00 813.56
2	1	810-03251-01	TruNarc Solution Kit (Type H2), 100/pack	1.0	613.30	-	613,30
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			Special Conditions/Comments:				
FOB:	Destination	<b>^</b>	Please have PO emailed to William.Thomas@thermofisher.com			_	
TERMS:	Net 30 Da	ıys					
Offer exp	ires in 30	days	The same of the sa				
Repres	entative:	Will Thomas					

Requistions Requested after Purchases As Of 7/31/2025

 Department
 Date(s) of Transaction
 Date(s) of Requisition
 Vendor
 Description
 Amount

 Solid Waste
 6/23/2025
 Not Entered Yet
 Black's Tire Service
 Tire replacement
 \$ 290.59

 \$ 290.59

 \$ 290.59

This will be the last batch of invoices brought to the board for FY 25 payment. Any others will be paid in FY 26 as we have to start the close out of accounts payable for FY 25 so we can start working heavily on the audit. Departments were given the date of July 21st to have all bills in for payment.

#### Agenda Item #24: <u>APPOINTMENTS / RE-APPOINTMENTS / REPLACEMENTS</u>:

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

= Entire Board **Legend: EB Listed Zone #** = Individual Commissioner Zone I: **Barbara Featherson Zone V: Brent Watts** Zone II: **Chris Smith Zone VI: Ricky Bullard Zone VII: Zone III:** Giles E. Byrd **Scott Floyd** Lavern Coleman **Zone IV:** 

COMMITTEE	ZON	PERSON(S)	EXP.	ACTION
	E/E		DATE	
	В			
<b>Home Care and Community</b>	Ι	Shavonda Collins	6/30/2025	Tabled
Block Grant				
<b>Home Care and Community</b>	Ι	Jackie Davis	6/30/2025	Tabled
Block Grant				
<b>Home Care and Community</b>	II	VACANT		Tabled
Block Grant				
<b>Home Care and Community</b>	II	Karen Thurman	06/30/2022	Tabled
Block Grant				
<b>Home Care and Community</b>	III	Frank Wilson	6/30/2025	Re-Appointed
Block Grant				
<b>Home Care and Community</b>	III	Blondell Junious	6/30/2025	Re-Appointed
Block Grant				
<b>Home Care and Community</b>	IV	David Pattillo	6/30/2025	Re-Appointed
Block Grant				
<b>Home Care and Community</b>	IV	Veronica Beaver	6/30/2025	Re-Appointed
Block Grant				
<b>Home Care and Community</b>	VI	Billy Hammond	6/30/2025	Re-Appointed
Block Grant				
<b>Home Care and Community</b>	VI	Peggy Gerald	6/30/2025	Re-Appointed
Block Grant				
<b>Home Care and Community</b>	VII	VACANT	•	Tabled
Block Grant				
<b>Home Care and Community</b>	VII	VACANT		Tabled
Block Grant				

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

At <u>7:15</u> P.M., A motion was made by Commissioner Bullard 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 #25: <u>APPROVAL of WATER and SEWER DISTRICTS I, II, III, IV AND V</u> <u>COMBINATION MINUTES</u>:

a. June 28, 2025 Regular Session

#### **MOTION:**

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

Agenda Item #26: WATER and SEWER DISTRICTS I, II, III, IV, and V – APPROVAL of the FIRST READING of the UPDATED CUSTOMER SERVICE POLICY:

Public Utilities Director Harold Nobles requested approval of the first reading of the updated Customer Service Policy.

**Finance Director Heather Woody** - Several meetings ago, you asked us to review the customer service policy. While Collections is the face of that policy, the policy itself actually belongs to Public Utilities. Their administrative assistant has reviewed it.

The main change made was to ease the restrictions on how service can be transferred when a customer passes away, specifically, allowing for smoother transitions to a spouse or the heirs of the property.

In your packet, you'll find the updated policy. The sections highlighted in yellow show the changes that were made. They also reviewed and updated the customer service fees, including credit card and e-check fees. These are posted annually as part of the budget process.

If you have any additional questions or concerns, we'll be happy to address them as they come up.

**Commissioner Watts** - This will make the process simpler when someone passes away, correct?

**Finance Director Heather Woody** - We've also spoken with the staff, including Ms. Megan Sellers, our Customer Service Manager in Collections. I asked her to attend today's meeting.

We discussed that there are some additional steps we can take to support customers during difficult times. For example, when a customer loses a spouse, they may be under stress and might forget to bring necessary documentation. In such cases, we can reach out to the Register of Deeds to try and obtain some of that information directly.

While this might slow the process slightly, since the Register of Deeds office only has a small staff, we're committed to making the experience as smooth and considerate as possible for our customers.

**Commissioner Bullard** - When setting up a water bill, you can't put it in both his and her name.

**Finance Director Heather Woody** - It's tied to one Social Security number, and most of the time, it's the husband's.

**Commissioner Bullard** – Why can't you ask for both of them?

**Finance Director Heather Woody** - Well, I don't think there's a way to do that, maybe with new software, it could be possible.

**Commissioner Bullard** - And knock out a lot of that paperwork.

**Customer Service Manager Megan Sellers** - With the new system, you can add an applicant and a coapplicant, so an account can have two names if both parties agree. Often, only one person comes in initially, but we offer the option for their spouse to be added later if they choose. We make sure customers know this is available, but ultimately, it's their decision. This is one of the features of the new system.

**Commissioner Bullard** - Well, I know personally, I'd want my wife on the account too, so if something happens, it automatically continues. I think that would really make the situation easier.

**Finance Director Heather Woody** - I think with our old software; we could only have one slot linked to a single Social Security number. This allowed us some recourse in case someone didn't pay their bill and left owing a large balance. However, I did refer to Megan, as she is much more familiar with that part of the software than I am.

**Commissioner Watts** - I went over and talked to Ms. Megan, and I feel like she's going to be a very helpful person.

**Finance Director Heather Woody** - Yeah, our hands are tied in some areas, but we'll do our best to make it as pleasant as possible.

**Commissioner Watts** - The attitude is that the new building is a whole lot better.

**Commissioner Featherson** - Is the telephone number over there still 642-5257?

**Finance Director Heather Woody** – Yes.

**Commissioner Featherson** - Someone called me today asking for that number. I gave it to them, but they said it didn't go through.

**Finance Director Heather Woody** - We'll check on that. The 800 number for paying your bill has changed, right? With the software update came new vendors.

However, if you call the main number for that office, or the tax office, and the call goes to Collections, one of the first options you'll hear is: 'If you want to make a payment, press 1.' That will connect you directly to the Water Department's online telephone bill pay system.

We set it up that way to help reduce wait times, and the staff also has the ability to transfer callers directly to that number if needed.

County Manager Eddie Madden- And we have multiple people answering the phone now, right?

**Finance Director Heather Woody** - When the phone rings, it rings for everyone behind the counter at the same time.

**Commissioner Featherson** - Okay. So, aside from a family member notifying you that someone has passed away, are there any other ways you're made aware that an individual has died?

**Finance Director Heather Woody** - Other than checking the newspaper ourselves and looking up clients, there aren't many other ways we're notified.

**Commissioner Featherson** – But, there's no interface?

**Finance Director Heather Woody** – No, ma'am.

#### **MOTION:**

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

\*\*A FULL COPY OF THE CUSTOMER SERVICE POLICY IS HOUSED IN THE CLERKS OFFICE, BELOW IS THE HIGHLIGHTED CHANGES\*\*

#### COLUMBUS COUNTY

#### CUSTOMER SERVICE POLICY

#### COLUMBUS COUNTY COLLECTION CENTER

#### A. SERVICE APPLICATION

#### Residential Accounts

Columbus County requires a completed Application for Service (attached), signature and deposit to start water service. With the application, we will need a copy of your Driver's License or state issued ID, payment of \$50.00 for property owner and \$100.00 for renter's deposit, and copy of lease/purchase agreement or form entitled Property Owner/Landlord Transfer of Responsibility for Account Charges. Also, please fill out the part on the application that indicates whether you are owner of the house or renter. You will need to speak with one of our customer service representatives to obtain the deposit amount required with your application. Our customer service representatives are available via telephone from 8:30 a.m. to 5:00 p.m., Monday through Friday, at 910-642-5257.

Same day service for existing customers can be done as long you stop by our office prior to 2:00 PM, Monday through Friday. Otherwise, the service may be provided the following business day.

If the owner/resident has a meter (County owned equipment) located inside a locked fence/gate the owner/resident must provide a key to the Public Utilities Department for entry. The owner/resident is required to ensure the work area around the meter/water line is safe for workers to perform their duties and shall not block or impede access to the meter/water line. If the meter/water line is inaccessible to workers in the Public Utilities Department, services may be discontinued.

#### The security deposit is non-transferable and shall be non-interest bearing.

The deposit will be applied to the final bill when the account is closed. Customers who have multiple accounts (apartment complexes, etc.) are required to maintain a deposit equal to the deposit outlined in the adopted budget. Customers who have multiple accounts and are renting the property are required to pay an additional security deposit.

If the customer disconnects one account to relocate to another account within the County, the security deposit will be transferred to the new account when all previous balances at the former account are paid in full. Otherwise, the customer will be required to pay an additional security deposit on the new account. If the customer relocates without notification to the Public Utilities staff, leaving a balance on their account, then the balance on the previous account can / will be transferred to the current account and will be required to pay in full at the time of the new account being established.

The customer shall receive a final bill reflecting the total amount owed to Columbus County for said account.

When the Columbus County Collections Center is notified that a customer/account holder has passed away, their water service will be disconnected within ten days of receiving that notice. To transfer the service to a family member (next of kin) or another authorized person, the following documents are required: 1.) A copy of the death certificate; 2.) One of the following legal documents: Letters Testamentary (if the deceased had a will and an estate has been opened), Letters of Administration (if there was no will but an estate has been opened), Affidavit of Collection (used for small estates), A signed letter from a family member stating that they are an heir of the estate, no estate has been opened, and they are authorized to transfer the water service into his/her name.

The Columbus County Collections Center may accept a signed Affidavit of Heirship and Authorization to Transfer Water Service (available on site) from a surviving spouse (with a death certificate), in place of court-issued documents, when the estate is small or no estate has been opened. Once these documents are submitted and all other requirements in the Residential Service Policy are met, the account can be reopened in the name of the authorized person. If the deceased customer had a security deposit or credit balance on their account, it will be refunded to their estate through the Clerk of Court.

#### Commercial/ Industrial / Institutional Accounts

Columbus County requires a completed Application for Service (application), signature, security deposit and a copy of the rental agreement (if applicable) to start water service. Application for Service for all commercial, industrial, and institutional accounts must also be approved by the Planning Department.

#### The security deposit is non-transferable and shall be non-interest bearing.

Upon notification of the death of the owner/representative, services will be disconnected within ten (10) days of the date of said notice. If a corporate member (next of kin) or the Personal Representative of the customer/account holder's estate provides a death certificate along with one of the following: Letters Testamentary, Letters of Administration, Affidavit of Collection, or (if no estate has been opened), a letter from the family member stating that the letter-writer is an heir of the estate and is authorized to transfer water service into his/her name, then the account can be reopened in his/her name by following all requirements of the policy for the "Application for Service" for commercial, industrial, and institutional accounts. Deceased customer's security deposit or credit balance is refunded to their estate through the Clerk of Court.

#### B. ACCOUNT BILLING

Columbus County shall ensure that all customer's meters are read in a manner which provides the County with the most efficient use for personnel. Each customer shall be billed for water usage during a specified billing period, along with all other applicable fees and charges.

#### 1. UTILITY PAYMENT SCHEDULE REVISED

In order to serve customers better and to have a clearer payment schedule, Columbus County is updating its Utility Payment Schedule/Policy. The changes are as follows:

via any platform available (i.e. Online Bill Pay (web); IVR (phone); or Onsite (Columbus County Collection Center). All credit/debit card processing fees will be paid directly to the Merchant Card Processing Company by the customer or credit/debit card holder. The credit/debit card processing fee is 2.95% of amount paid, per transaction. The eCheck processing fee is a flat rate of \$1.95 per transaction and is only available via remote payment platforms.

#### 6. FEES, PENALTIES, CHARGES:

All fees, penalties, and charges shall be listed as part of the rate schedule and shall be set from time to time by the Columbus County Board of Commissioners as deemed necessary.

#### 7. EXTENSIONS:

An extension of payment due date may be given to those customers determined to be in "good fiscal standing" with the Public Utilities Department. A customer in "good fiscal standing" shall be defined as any customer with no prior extensions, no returned check(s), and no service terminations for non-payment during the previous twelve (12) consecutive month period or since becoming a customer with Columbus County, whichever is less. The amount extended shall be paid in full on or before the 1st day of the following month or by an agreement with the Finance Director or his designee.

#### 8. PAYMENT ARRANGEMENTS:

Payment arrangements may be available to residential utility customers when billing exceeds more than double the highest billing within a twelve (12) month period. Financing of exceedingly high bills shall be 0% interest, with a down payment of 25% of balance requiring financing, and not to exceed a term of more than 6 months.

Financed amounts will be billed monthly in addition to each months current billing. Financed amounts and current bill must be paid each month prior to due date to avoid any late payment or delinquent fees being assessed on the account. In order to qualify for financing/payment arrangements, the customer's account must be in good standing and shall not have been cut off for non-payment within the preceding twelve (12) month period.

#### 9. AUTHORIZATION OF EXTENSION OR PAYMENT ARRANGEMENT:

The Finance Officer, or their designee, shall have the authority to approve extensions or financing of payment arrangements.

#### C. ACCOUNT BALANCE:

In the event a customer disconnects his or her service or the Public Utilities Department disconnects the service, for any reason, the account balance due for water usage, late penalties, and all other applicable fees are the sole responsibility of that customer. The Finance Department shall review all outstanding debt owed to the County for water services provided. Each month, the Finance Department shall make the following attempts to collect outstanding debt:

## Agenda Item #27: WATER and SEWER DISTRICTS I, II, III, IV, and V – APPROVAL to PURCHASE TWO PRE-BUDGETED F-150's:

Public Utilities Director Harold Nobles requested approval to purchase two Ford F-150s in the amount of \$94,142.40 for Public Utilities. These were pre-budgeted in the FY 25/26 Public Utilities Budget.

#### **MOTION:**

Commissioner Floyd made a motion to accept the lowest bid and approve the requisition associated with the purchase, seconded by Commissioner Featherson. The motion unanimously passed.

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

S H I P	205 Lee Avenue Whiteville, NC 28472		
ТО			
VENDOR	CAPITAL FORD INC 4900 CAPITAL BLVD RALEIGH, NC 27616	VENDOR #:	CAPIT011

	REQUISITION	
NO.	R2600568	

ORDER DATE: 07/31/25

DELIVERY DATE: STATE CONTRACT: F.O.B. TERMS:

Destination

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Purchase Two Trucks	060-7111-550000	26,000.0000	26,000.00
1.00	Purchase Two Trucks	061-7112-550000	26,000.0000	26,000.00
1.00	Purchase Two Trucks	062-7113-550000	6,142.4000	6,142.40
1.00	Purchase Two Trucks	063-7114-550000	26,000.0000	26,000.00
1.00	Purchase Two Trucks	064-7115-550000	10,000.0000	10,000.00
			TOTAL	94,142.40

#### Agenda Item #28: WATER and SEWER DISTRICT II - APPROVAL of GREEN ENGINEERING TASK ORDER #13 for the PHASE IV DOTHAN COMMUNITY / BEAVERDAM ROAD EXTENSION **PROJECT**:

Public Utilities Director requested approval of the Task Order #13 from Green Engineering in the amount of \$406,552 for the Phase IV Dothan Community / Beaverdam Road Project. This will be funded through the SCIF allocation.

#### **MOTION:**

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

#### TASK ORDER

This is Task Order No. Thirteen (13), consisting of 5 pages.

#### Task Order

b.

e.

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

#### 1. Background Data

Effective Date of Task

Order: Owner: Columbus County

Engineer: Green Engineering, PLLC

d. Specific Project (title): Beaverdam Road Water Main Extensions Phases IV & V

The scope of this work will include the planning, design, permitting, bidding, construction administration and Specific Project (description): observation of the installation of approximately ±34,365 linear feet of 12-inch diameter water main, ±3,450 LF of 8-inch diameter water main, ±82 water meter replacements, 12 fire hydrants and appurtenances.

#### 2. Services of Engineer

• Preparation of a Preliminary Engineering Report (PER), if required.

- Prepare Construction Drawings and Contract Documents / Specifications for the  $\pm 34,365$  linear feet of 12-inch diameter water main,  $\pm 3,450$  LF of 8-inch diameter water main,  $\pm 82$  water meter replacements, 12 fire hydrants and appurtenances.
- Obtain all regulatory permits required to construct the project including, but not limited to, the

  - Okater System Extension Permit.
     NCDOT Encroachment Agreement (for construction of the proposed improvements within the NCDOT rights of way).
     Sedimentation / Erosion Control Permit.
- Perform Project Bidding services to include attending Pre-Bid Meeting(s), prepare all Request for Information (RFI's), prepare all Addendums, attend Bid Opening(s) and make Recommendation of Award to County on Lowest Responsible Bidder(s).

Exhibit K - Amendment to Task Order

EXHIBITE TO AMERICATE BY A STORY OF THE BY A STO Page 1

- Provide Construction Administration Services to include, at a minimum, the following:
  - Assist the County with the execution of Construction Contracts with the selected

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

  Ocordinate and attend Pre-Construction Conference.

  - Coordinate and attend Pre-Construction Conference.

    Shop drawing review.

    Provide construction observation services.

    Provide responses to Requests for Information (RFI's) from the Contractor.

    Review, verify quantities and process contractor's Monthly Partial Payment Estimates.

    Monitor contractor for compliance with Labor Standards when required by the Owner or

  - Monitor contractor for compliance with Labor Standards when required by the Owner or funding agency.

    Review request for Change Orders and make recommendations for approval/disapproval.

    Provide start-up services and prepare operation and maintenance manuals (O&M) for the project's mechanical components.

    Certify all completed work.

    Provide the County with a complete set of As-built Drawings and O&M Manuals (digital and hard copy) where applicable.

#### 3. County's Responsibilities

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

#### 4. Time of Completion

•	Project Design	Three (3) Months
•	Permitting	Two (2) Months
•	Bid / Award	Two (2) Months
•	Project Construction	Nine (9) Months
•	Project close-Out	One (2) Months

Exhibit K – Amendment to Task Order

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Editio

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and American Society of Civil Engineers. All rights reserved.

Page 2

#### 5. Payments to Engineer

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

•	Preliminary Engineering Report (If Required)	\$ 12,500.00
•	Engineering Design	\$233,552.00
•	Permitting & Bid Services	\$ 25,000.00
•	Project Administration / Funding Services	\$ 40,650.00
•	Construction Observation Services	\$ 94,850.00

- A. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.
- B. Consultants retained as of the Effective Date of this Task Order:
- 6. Other Modifications to Agreement and Exhibits: N/A
- 7. Attachments: N/A
- 8. Other Documents Incorporated by Reference:
- 9. Terms and Conditions

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

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

#### **MOTION:**

At 7:23 P.M., Commissioner Watts made a motion to adjourn, seconded by Commissioner Floyd. The motion unanimously passed.

#### Agenda Item #32: COMMENTS:

#### A. Board of Commissioners

**Commissioner Byrd** – No Comments.

**Commissioner Bullard** – No Comments.

**Commissioner Watts -** Congratulations to those kids. And I do want to say this in case anyone's watching, the 13-year-olds will be coming to the next meeting. I was supposed to call them, but I forgot, so that's my fault.

**Commissioner Byrd -** Once again, I'd like to reiterate my congratulations.

**Commissioner Featherson** - Commissioner Watts, I'm very proud of the young people. It was exciting to see so many involved in these activities. I also want to commend the coaches and everyone else who supports these young folks.

Additionally, I'd like to mention that tomorrow night, from 6:00 to 8:00 p.m., will be the National Night Out event in Chadbourn. I believe it's also happening in Whiteville, though I'm not certain about Whiteville's date. The Chadbourn event will be on Brown Street.

Also, on the third Saturday in August, at Jerusalem Chapel, the Food Truck Food Bank will have a truck there, unless something changes.

**Commissioner Floyd** – No Comments.

Vice Chairman Smith- Nothing but congratulations to our ball teams and coaches.

**B.** County Manager Eddie Madden – Just a couple of things, there are some announcements in the information section at the back of your agenda package:

- Ice Cream Social and the introduction of the new Chief Academic Officer, Dr. Brandon, at Southeastern Community College on Tuesday, August 12th at 3:00 p.m.
- On August 18th, the groundbreaking ceremony for the Transportation Technology STEM building at the college will be held at 10:00 a.m.
- The Angel House Hospice Center is hosting an open house and ribbon-cutting ceremony for the Lower Cape Fear Life Center, celebrating 45 years of service to the community, on Wednesday, August 20th at 11:00 a.m.

I want to thank everyone for their accommodation and flexibility last week when we held our meeting at the courthouse. As you can tell, the air conditioning system here is finally up and running. We have filed, or are in the process of filing, the costs associated with that on our insurance and hopefully will be reimbursed.

Special thanks to our Clerk of Court, Mr. Jess Hill, for hosting us and being an excellent host. He had everything set up for our meeting and even helped with some of the breakdown afterward. We really appreciate his willingness to assist during that time.

We had a scheduled power outage for this building last Friday at 3:00 p.m., but due to the weather, it has been rescheduled to this coming Friday at 5:00 p.m., weather permitting. We will be communicating with all staff about shutting down their systems, emptying refrigerators, and other preparations to prevent spoilage over the weekend. This outage is necessary for converting power and the generator to the new 911 center next door.

Commissioner Bullard – Mr. Madden, I had some concerns this week from a few individuals about us purchasing the property in Chadbourn where the greenhouse frames are located. They seemed to think that we were the ones who originally sold that property. I told them we were not, that the Jobs Foundation did. Also, we don't have anything in writing to hold them to any contract or to require them to improve the property as they were supposed to.

Could you please explain this further to help clear up any confusion?

**County Manager Eddie Madden**- Yes, I'd be happy to explain. Thank you for giving me the opportunity. Yes, you are correct, the county had no ownership of the 64-acre tract currently held by First Bank of Virginia, which was formerly owned by Carolina Blueberry Group. We had no ownership interest in that property whatsoever.

The property was originally owned by the Jobs Foundation and was sold to Carolina Blueberry Group for roughly \$365,000, which was a remarkable price considering the property had water, sewer, natural gas, access to the power grid next door, and future Interstate 74 nearby.

As you know, the property fell into foreclosure. I believe the Jobs Foundation made a legitimate effort to enforce the deed restrictions, but the courts appointed a receiver to sell the property. We were fortunate to make contact with the receiver, Mr. David Mills, and negotiate a very good price.

As I understand it, the property had about \$1.1 million in indebtedness, and we secured it for \$700,000. The bank will release approximately \$400,000 in bad debt.

To your point, the county had no involvement in the original sale or contract, but we are purchasing the property now.

Commissioner Watts - And we have control of it now?

**County Manager Eddie Madden** - Once the purchase is finalized, the County of Columbus will be the owner of record.

**Commissioner Watts** – And tell them how we are paying for it.

**County Manager Eddie Madden**- The funding is coming from Article 44 sales tax, which is specifically designated for economic development and public education.

**Commissioner Bullard** - No tax money is being used. The bank we're buying the property from is obligated to clean up the greenhouses and deliver it to us as a clean piece of property.

**County Manager Eddie Madden** - That is correct. One of the conditions of the contract allows the bank to retain possession for six months after closing. This period gives them time to sell the high tunnel greenhouse equipment and clean the site before turning it over to us. This must be completed within six months of closing.

**Commissioner Byrd** - Are we holding back any portion of the payment to ensure that gets done, or are we paying the full purchase price up front?

County Manager Eddie Madden - The full purchase price of \$700,000 will be paid at closing.

Commissioner Byrd - But it will be in writing that they are required to clean it up.

County Manager Eddie Madden- Yes, sir. It is a stipulation in the contract.

**Commissioner Bullard** - Regarding that piece of property, I know you have, or can get, a layout of it. Wouldn't it be in our best interest to go ahead and get a rough concept or site plan from someone, just to see how we might develop it?

**County Manager Eddie Madden**- Absolutely. I think it would be very wise at this point to have our engineers take a look at the property and develop a preliminary site plan.

**Commissioner Bullard** - We could go ahead and start that now, so we have something in place by the time we gain full control of the property.

**County Manager Eddie Madden** - There's no reason the Board can't begin considering future projects for that site. I'm sure Dylan Bowen, Gary Lanier, and others will assist us in pursuing grant funding to potentially build a spec building for an end user that we would recruit to the property.

**Commissioner Bullard** - I think this is a great opportunity for the county. We've been looking for property to develop for a while, and I'm excited about the possibilities.

**County Manager Eddie Madden** - I believe Commissioner Byrd pointed out that this property is contiguous to the 38 acres for which this Board previously approved water, sewer, and some site work. In total, we are approaching a little over 100 acres, which we hope to develop very soon.

**Chairman Coleman** concluded the meeting by saying, "First and foremost, I want to thank the county employees. I know you've been through a lot, and I truly appreciate your dedication. I hope you will continue to work with us, as we are committed to working with you. Together, we will make Columbus County the best it can be. It's going to take all of us working together."

#### Agenda Item #23: <u>ADJOURNMENT</u>:

At 7:33 P.M., Commissioner Bullard made a motion to adjourn; seconded by Vice Chairman Smith. motion unanimously passed.				
JANA NEALEY, Clerk to the Board	LAVERN COLEMAN, Chairman			

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