

**COLUMBUS COUNTY BOARD OF COMMISSIONERS**

**Monday, May 6, 2024**

**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 the Regular Session, it being the first Monday.

**COMMISSIONERS PRESENT:**

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

**APPOINTEES PRESENT:**

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

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

At 5:30 P.M., Chairman Ricky Bullard called the Monday, May 6, 2024 Columbus County Board of Commissioners Regular Session Meeting to order.

**RECESS REGULAR SESSION and enter 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) (6) PERSONNEL:**

**MOTION:**

Commissioner Coleman made a motion to recess Regular Session and enter into Closed Session. seconded by Commissioner Featherson. The Motion unanimously passed.

**Agenda Item #2: CLOSED SESSION in ACCORDANCE with N.C.G.S §143-318.11(A)(3) ATTORNEY-CLIENT PRIVILEGE, N.C.G.S § 143-318.11(A)(4) ECONOMIC DEVELOPMENT, and N.C.G.S. § 143-318.11 (A) (6) PERSONNEL:**

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

**MOTION:**

At 6:15 P.M., Commissioner Floyd made a motion to recess Closed Session and enter into regular session, seconded by Commissioner Smith. The motion unanimously passed.

**GENERAL ACCOUNT:**

Attorney Amanda Prince gave the general account as follows:

The board discussed 1 matter of Economic Development and 5 matters of Attorney-Client Privilege. No actions were taken.

**MOTION:**

Commissioner [redacted] made a motion to approve the General Account, seconded by Commissioner [redacted].  
The motion unanimously passed.

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

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

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

**MOTION:**

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

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

- A. March 19, 2024 – School Budget Presentations
- B. March 21, 2024 – County Budget Retreat

**THE FULL POWERPOINT PRESENTATION IS HOUSED IN THE CLERK'S OFFICE**

**MOTION:**

Commissioner Coleman made a motion to approve the School Budget Presentations and County Budget Retreat Minutes, seconded by Commissioner Watts. The motion unanimously passed.

**Agenda Item #7: PUBLIC INPUT**

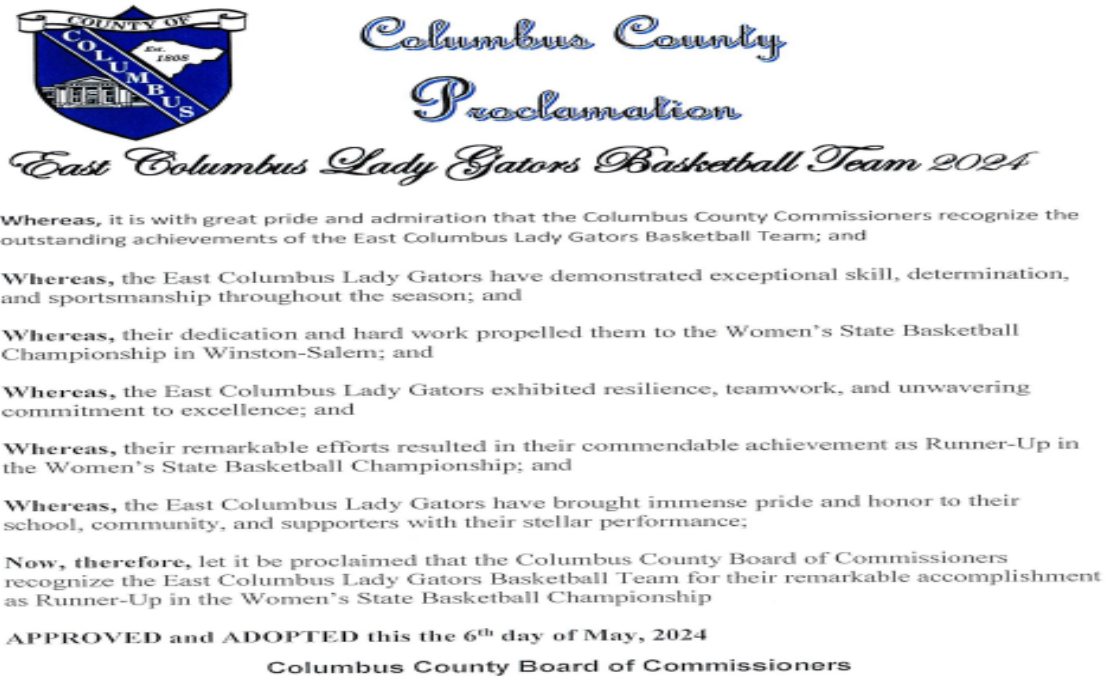
|  |                                |          |               |
|--|--------------------------------|----------|---------------|
| REQUEST #:                             | TIME REC'D:                    | P.M.     | MEETING DATE: |
| (Leave this blank, Clerk will fill in) |                                |          |               |
| NAME:                                  |                                |          |               |
|  | (First)                        | (Middle) | (Last)        |
| ADDRESS:                               | 105 Bermuda Crossing Apt 107   |          |               |
| TELEPHONE:                             | (910) 465-5084                 |          |               |
| COMMENTS (if desired):                 | Invitations to Film at College |          |               |

**Agenda Item #8: PROCLAMATION- EAST COLUMBUS LADY GATORS BASKETBALL TEAM-  
RUNNER-UP in the WOMEN'S STATE BASKETBALL CHAMPIONSHIP in WINSTON-SALEM:**

The Governing Body requested the adoption of the proclamation recognizing East Columbus Lady Gators Basketball Team as the runner-up in the Women's State Basketball Championship.

**MOTION:**

Commissioner Byrd made a motion to approve; seconded by Commissioner Coleman. The motion unanimously passed.

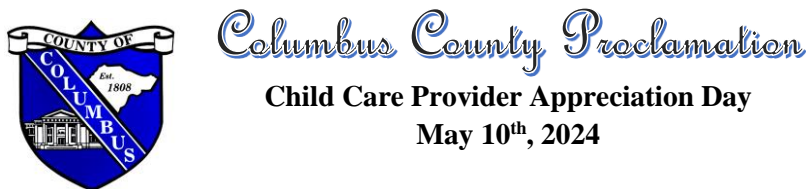


**Agenda Item #9: PROCLAMATION- CHILD CARE PROVIDER APPRECIATION DAY MAY 10TH, 2024:**

Selena Rowell from the Columbus County Partnership for Children requested adoption of the proclamation for May 10<sup>th</sup>, 2024 as Child Care Appreciation Day.

**MOTION:**

Commissioner Coleman made a motion to approve; seconded by Commissioner Featherson. The motion unanimously passed.



WHEREAS, Child Care Aware® of America, the Columbus County Partnership for Children (Smart Start) and other organizations nationwide are recognizing Child Care Providers on this day; and

WHEREAS, child care has provided a safe, nurturing place for the enrichment and development of millions of children nationwide and is a vital force in our economy; and

WHEREAS, the pandemic illuminated how indispensable child care providers are for the well-being and economic security of Columbus County, young children, families, and communities; and

WHEREAS, child care programs, which are mostly small businesses, run and staffed predominantly by women, continue to recover from the health and financial hardships stemming from the pandemic to meet the needs of more families; and

WHEREAS, North Carolina and the Smart Start network recognizes that child care has been and continues to be a lifeline for families, communities, and the economy. As such, it has provided much-needed support to providers to help sustain the viability of child care by funding wage supplements, subsidized child care, and providing quality enhancement support; and

WHEREAS, the future depends on the quality of the early childhood experiences provided to young children today; support for high-quality child care represents a worthy commitment to our children's future; and

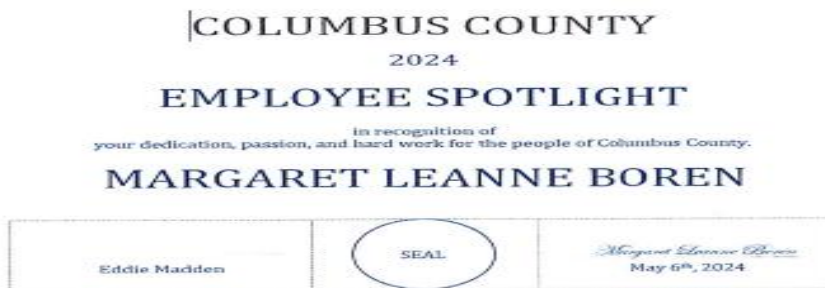
Now, therefore, We, the Columbus County Board of Commissioners, hereby proclaim May 10, 2024, as Provider Appreciation Day and urge all citizens to recognize child care providers for their important work, and how valuable they are for our communities.

APPROVED and ADOPTED this the 6<sup>th</sup> day of May, 2024.

## Columbus County Commissioners

### **Agenda Item #10: ADMINISTRATION- EMPLOYEE SPOTLIGHT:**

County Manager Eddie Madden recognized Margaret Leanne Boren from the Library.



### **Agenda Item #11: PRESENTATION – REGIONAL DIRECTOR/OFFICE MANAGER YVONNE NORRIS from the NORTH CAROLINA DEPARTMENT of INSURANCE PRESENTED THEIR RESOURCES AVAILABLE to the COUNTY:**

Regional Director/Office Manager Yvonne Norris was not present

### **Agenda Item #12: PRESENTATION – TRILLIUM ANNUAL UPDATE:**

Cecilia Peers gave Trillium's annual update.

***THE FULL POWERPOINT PRESENTATION IS HOUSED IN THE CLERK'S OFFICE***



**Agenda Item #13: ADMINISTRATION – FISCAL YEAR 2024-2025 PROPOSED BUDGET PRESENTATION ACCEPTANCE and REQUEST for PUBLIC HEARING:**

County Manager Eddie Madden is requested acceptance of the FY 24-25 Proposed Budget Presentation and approval of the FY 24-25 Budget Public Hearing for Monday, June 3<sup>rd</sup>, 2024, at 6:30 P.M., or as soon as can be heard.

**MOTION:**

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

***THE FULL PROPOSED BUDGET IS HOUSED IN THE CLERK'S OFFICE***

**Agenda Item #14: COLUMBUS COUNTY BOARD of ELECTIONS – APPROVAL of REQUEST for ADDITIONAL FUNDING and BUDGET AMENDMENT FOR 2024 SECOND PRIMARY ELECTION:**

Board of Elections Director Ashely Collins requested approval of additional funds and the associated budget amendment for the Second Primary Election on May 14, 2024, in the amount of \$49,437.

**MOTION:**

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

|  |                     |                             |               |             |  |
|--|---------------------|-----------------------------|---------------|-------------|--|
| May 2024 2nd Primary                     |                     |                             |               |             |  |
| <b>One Stop</b>                          | <b>1 Location</b>   |                             |               |             |  |
| Hrs per day                              | # of days           | # of people                 | Amount per hr | Total       |  |
| 9.5                                      | 13                  | 1                           | \$ 13.00      | \$ 1,605.50 |  |
| 9.5                                      | 13                  | 2                           | \$ 11.00      | \$ 2,717.00 |  |
| 9.5                                      | 13                  | 3                           | \$ 9.00       | \$ 3,334.50 |  |
| <b>Election Day</b>                      | <b>21 Precincts</b> |                             |               |             |  |
| Position                                 | Amount per day      | # of people                 | Total         |             |  |
| Chief                                    | \$ 188.00           | 21                          | \$ 3,948.00   |             |  |
| Judges                                   | \$ 168.00           | 42                          | \$ 7,056.00   |             |  |
| Assistant                                | \$ 132.00           | 63                          | \$ 8,316.00   |             |  |
| <b>MATS Team</b>                         |                     |                             |               |             |  |
| # of people                              | Amount per hr       | Estimate of Hrs(per person) | Total         |             |  |
| 2  | \$ 12.00            | 20                          | \$ 480.00     |             |  |
| <b>Rovers</b>                            |                     |                             |               |             |  |
| # of people                              | Amount per hr       | Estimate of Hrs             | Total         |             |  |
| 2  | \$ 14.00            | 80                          | \$ 2,240.00   |             |  |
| <b>Loads and Unloaders</b>               |                     |                             |               |             |  |
| # of people                              | Amount per hr       | Estimate of Hrs(per person) | Total         |             |  |
| 2  | \$ 12.00            | 40                          | \$ 960.00     |             |  |
| <b>Rent for Precinct (\$100 per day)</b> |                     |                             |               |             |  |
| # of Precincts                           | Total               |                             |               |             |  |



**Agenda Items #15: NC DEPARTMENT of TRANSPORTATION – APPROVAL OF SUPPORT for a PEDESTRIAN IMPROVEMENT PROJECT at the COLUMBUS COUNTY COURTHOUSE:**

District Engineer Kenneth Clark requested approval of a resolution of support for a pedestrian improvement project at the Columbus County Courthouse.

**MOTION:**

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



**COUNTY OF COLUMBUS**  
**RESOLUTION OF SUPPORT TO CONSTRUCT**  
**PEDESTRIAN IMPROVEMENTS AT THE INTERSECTION**  
**OF US 74 BUS AND US 701 BUS IN WHITEVILLE**

WHEREAS, the NCDOT has made a request to appear before the County Commissioners on May 6, 2024 to present a plan for resurfacing, installing new concrete islands, providing high visibility crosswalks, and upgrading pedestrian signing on US 74 Bus at US 701 Bus; and

WHEREAS, the pedestrian volumes associated with the Columbus County Courthouse will drastically increase upon reopening of the historic courthouse building; and

WHEREAS, the NCDOT believes the revised crossing locations combined with high visibility markings and improved signing will contribute significantly towards a safer pedestrian environment;

NOW, THEREFORE, BE IT RESOLVED THAT the Columbus County Commissioners, endorse the installation of new concrete islands, providing high visibility crosswalks, and upgrading pedestrian signing for the intersection of US 74 Bus at US 701 Bus, also known as Courthouse Square.

Adopted this the 6th day of May, 2024.

**COLUMBUS COUNTY BOARD OF COMMISSIONERS**

ATTESTED BY:

RICKY BULLARD, Chairman

JANA NEALEY, Clerk to Board

• 127 WEST WEBSTER STREET • WHITEVILLE, NORTH CAROLINA 28472 • 910-640-6640 TELEPHONE •  
910-640-2208 TELEFAX • 27 WWW.COLUMBUSCO.ORG

**Agenda Item # 16: HEALTH SERVICE – APPROVAL of the AMENDED CONTRACT for OB/GYN SERVICE from WOMEN’S ADVANCED HEALTH & WELLNESS:**

Health Services Director Kim Smith requested approval of the amended contract for OB/GYN services from Baldwin Woods OB/GYN which is now Women’s Advanced Health & Wellness OB/GYN.

**MOTION:**

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

**FIRST AMENDMENT  
TO AGREEMENT  
BETWEEN  
COUNTY OF COLUMBUS  
AND  
CAROLINAS PHYSICIANS NETWORK, INC.**

This First Amendment to the Agreement (this "Amendment") is dated April 1, 2024 ("Effective Date"), and is by and between **COUNTY OF COLUMBUS** ("County"), and **CAROLINAS PHYSICIANS NETWORK, INC.** (the "CPN"). This Amendment amends the Agreement, dated effective April 1, 2023, by and between County and CPN (the "Agreement").

Client and Atrium entered in the Agreement, pursuant to which CPN provides certain medical services to County. The parties now desire to amend the Agreement as set forth herein. All capitalized terms used and not otherwise defined in this Amendment have the meanings assigned to them in the Agreement.

The parties agree as follows:

1. Amendment of Agreement. As of the Effective Date, the Agreement is hereby amended as follows:
  - (a) Extension of Term. The parties agree to extend the term of the Agreement for one additional one-year period, commencing April 1, 2024 and expiring March 31, 2025. The parties may agree to further extend the Agreement by way of additional amendments to the Agreement signed by authorized representatives of the parties.
2. Miscellaneous.
  - (a) Severability. If any portion of this Amendment is held to be invalid, illegal or unenforceable, then this Amendment is to be construed as if the invalid, illegal or unenforceable provision had never been contained in this Amendment.
  - (b) Counterparts. This Amendment may be executed in counterparts, each of which is an original and all of which together are deemed one and the same instrument.
  - (c) Drafting Conventions. This Amendment is to be construed according to the following principles: (a) the captions of the sections in this Amendment are provided for convenience only and do not affect its meaning; (b) the words "party" and "parties" refer only to a named party to this Amendment; (c) the word "includes" and its syntactic variants mean "includes, but is not limited to" and corresponding syntactic variant expressions; and (d) unless specified otherwise, any reference to a statute or regulation means that statute or regulation as amended or supplemented from time to time and any corresponding provisions of successor statutes or regulations.
  - (d) Governing Law. The internal laws and judicial decisions of the State of North Carolina govern all matters arising out of this Amendment.

**Agenda Item # 17: SOLID WASTE- APPROVAL to PURCHASE T64 T4 BOBCAT COMPACT TRACK LOADER:**

Utilities/Solid Waste Director Harold Nobles requested approval to purchase the Compact Track Loader for required maintenance of the Columbus County Landfill. The total cost of the equipment is \$68,390.72 and was pre-budgeted for FY 23-24.

**MOTION:**

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



**Bobcat.**

Product Quotation  
Quotation Number: **BB358598**  
Quote Sent Date: **Feb 21, 2024**  
Expiration Date: **Mar 22, 2024**

Prepared By  
**bobby bennett**  
Phone: 910-443-4013  
Email: [bbennett@triangleequipmentgroup.com](mailto:bbennett@triangleequipmentgroup.com)

Customer  
**Columbus County**  
107 Landfill Rd  
Whiteville, NC, 28472  
Phone: 910-840-4525

Contact  
**Chris Nobles**  
Phone: 910-840-4525  
Email: [cnobles@columbusco.org](mailto:cnobles@columbusco.org)

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

| Item Name  | Item Number   | Quantity | Price Each | Total     |
|--|---------------|----------|------------|-----------|
| <b>T64 T4 Bobcat Compact Track Loader</b><br><b>Standard Equipment:</b><br>68.0 HP Tier 4 V2 Bobcat Engine<br>Auxiliary Hydraulics: Variable Flow<br>Backup Alarm<br>Bob-Tach<br>Bobcat Interlock Control System (BICS)<br>Controls: Bobcat Standard<br>Cylinder Cushioning - Lift, Tilt<br>Engine/Hydraulic Performance De-rate Protection<br>Glow Plugs (Automatically Activated)<br>Horn  | M0363         | 1        | 49,725.36  | 49,725.36 |
| Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyed Ignition, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts.<br>Lift Arm Support<br>Lift Path: Vertical<br>Lights, Front and Rear LED<br>Operator Cab<br>Includes: Adjustable Vinyl Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt<br>Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471<br>Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts)<br>Parking Brake: Spring Applied, Pressure Released (SAPR)<br>Solid Mounted Carriage with 4 Rollers<br>Tracks: Rubber, 12.6" Wide<br>Telematics - Machine IQ<br>Warranty: 2 years, or 2000 hours whichever occurs first |               |          |            |           |
| <b>Comfort FOD Package</b><br><i>Included:</i> Comfort FOD Package, Enclosed HVAC Cab, Radio, Adjustable Heated Cloth Air Ride Seat, Power Bob-Tach, Solid Undercarriage, 5" Display, Premium Lights, Keyless Start, 7-Pin Attachment Control, Rear Camera, Sound Reduction, Features that can be enabled, Two-Speed Travel, Dual Direction Bucket Positioning, Ride Control, Reversing Fan, Auto Throttle<br>*Requires Selectable Joystick Controls   | M0363-P11-C09 | 1        | 6,797.52   | 6,797.52  |
| Selectable Joystick Controls   | M0363-R01-C04 | 1        | 583.92     | 583.92    |
| 68" Heavy Duty Bucket  | 7272679       | 1        | 1,301.12   | 1,301.12  |
| 2.5K Standard Duty Pallet Fork Frame   | 7297499       | 1        | 446.88     | 446.88    |
| 42" 2.5k Standard Duty Pallet Fork Teeth   | 7308798       | 1        | 332.88     | 332.88    |

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|  |         |   |          |                  |
|--|---------|---|----------|------------------|
| 34" Angle Broom                              | 7337715 | 1 | 6,767.04 | 6,767.04         |
| Total for T64 T4 Bobcat Compact Track Loader |         |   |          | <b>65,954.72</b> |
| Quote Total - USD                            |         |   |          | 65,954.72        |
| Dealer P.D.I.                                |         |   |          | 300.00           |
| Freight Charges                              |         |   |          | 1,700.00         |
| Destination Charges                          |         |   |          | 436.00           |
| Sales total before Taxes                     |         |   |          | 68,390.72        |
| Taxes  |         |   |          | 0.00             |
| Quote Total - USD                            |         |   |          | <b>68,390.72</b> |

Customer Acceptance:  
Quotation Number: BB358598

Purchase Order: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print: \_\_\_\_\_ Sign: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_ Tax Exempt: Y ☐ N ☐



**Agenda Item # 18: ADMINISTRATION – APPROVAL of the MEMORANDUM of UNDERSTANDING (MOU) with ADMINISTRATIVE OFFICE OF COURTS (AOC) for a FIRST-APPEARANCE CAMERA SYSTEM:**

County Manager Eddie Madden requested approval of the Memorandum of Understanding (MOU) with Administrative Courts (AOC) for a First-Appearance Camera System from CRAVE Camera Systems in the amount of \$100,000.

**MOTION:**

Commissioner Byrd made a motion to approve and seconded by Commissioner Watts. The motion unanimously passed.



**Appendix A**

**NCAOC COURTROOM AUDIO/VIDEO  
INFRASTRUCTURE TECHNICAL SPECIFICATIONS**

The technical specifications for infrastructure and equipment to upfit a courtroom for an immersive Audio/Video (A/V) experience are provided below. This infrastructure and equipment has been tested and determined to be compatible with Cisco Webex Meetings video conference technology, the NCAOC approved technology for use in various remote A/V court proceedings. In addition to the infrastructure and equipment requirements below, the courtroom must meet certain cabling requirements (electrical, network, other) necessary to operate the A/V equipment. Each courtroom facility will be required to have a site survey and will need to be assessed by both NCAOC Technology Services Division and the County to determine cabling needs, as well as compatibility with courtroom microphone and speaker systems.

**Services Required and Supported for Infrastructure and Equipment Installation**

- Site Survey
- Infrastructure and Equipment Installation
- User Training and Resources
- Ongoing A/V Infrastructure Support



**Technical Specifications and Associated Cost (Current as of March 2023)**

|  |                 |
|--|-----------------|
| <b>Monitor Options (sizing and quantity based on viewing distance):</b><br>Monitors are required to support 4k w/60Kz refresh rate and HDMI-CEC 2.0 LG<br>75UH5F-H 75" HD Monitor<br>LG 55UH7F-B 55" HD Monitor<br>Mobile Carts or Wall Mount Kits | \$4,829         |
| <b>Optional Pro Se Item:</b><br>Cisco Webex Desk Pro   | \$10,023.36     |
| <b>Cabling Technical Specifications Based on Site Survey:</b><br>TBD by installer in accordance with RFP 02-2021000 Electrical outlets<br>Data cabling A/V<br>cable runs<br>Misc. cables   | TBD             |
| <b>System integration and Microphone Technical Specifications (if required):</b><br><b>Shure Microphone System:</b><br>4-channel transceiver<br>Wired microphones<br><b>Various Sound Processors and equipment for integration</b>                 | \$30,000 (est.) |
| <b>Installation Services: Estimate Provided for Budgetary Purposes</b><br>TBD by installer in accordance with RFP 02-2021000   | \$20,000 (est.) |
| <b>Cisco Room Kit Pro – Video Conferencing system</b><br>Cisco Quad Cam – Attorney Camera<br>Cisco P60 or PTZ 4K Camera – Judge/Witness camera<br>Cisco Codec<br>Cisco Touch10 – Touchscreen Controller  | \$36,000        |

NORTH CAROLINA

WAKE COUNTY

MEMORANDUM OF AGREEMENT  
Courtroom Upgrades for Remote Proceedings

THIS MEMORANDUM OF AGREEMENT (MOA) is entered into by and between the NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS (NCAOC) and the COUNTY OF COLUMBUS (County), jointly referred to as the Parties and individually as a Party, and is effective as of the date of the last signature below.

WHEREAS, Session Law 2021-47 was enacted on June 18, 2021, adding a new section G.S. 7A-49.6, which significantly expands the courts' authority to hold proceedings by audio and video (AV) transmission;

WHEREAS, to facilitate proceedings conducted by AV transmission, the NCAOC issued RFP 02-2021000, resulting in a contract with ePlus Inc. to provide AV equipment and installation services;

WHEREAS, the NCAOC's contract with ePlus Inc. became effective on May 27, 2021, for a term of one (1) year with options for the NCAOC to extend the contract for two (2) additional one-year terms;

WHEREAS, under its contract with ePlus Inc., the NCAOC intends to pay for AV equipment and installation services for specified courtrooms in each county as part of the Courtroom Audio Visual Experience (CRAVE) project;

WHEREAS, the County seeks to provide funds to the NCAOC for the NCAOC to purchase additional AV equipment and/or installation services from ePlus Inc.;

WHEREAS, pursuant to G.S. § 7A-302 and 7A-304(a)(2), the County is required to provide physical facilities for the courts, including courtrooms with sufficient wiring and cabling, and will benefit from providing funds for AV equipment and installation by reducing foot traffic in the courthouse and the need for physical space for court proceedings;

WHEREAS, G.S. § 7A-49.6(j) requires that proceedings conducted by AV transmission "shall be conducted using videoconferencing applications approved by the [NCAOC]," and, in turn, the NCAOC has approved Cisco's WebEx application for such proceedings;

WHEREAS, the AV equipment provided under the NCAOC's contract with ePlus Inc. and listed in Appendix A attached to this MOA is compatible with the Cisco WebEx application; and

WHEREAS, the Parties intend for this MOA to govern the County's provision of funding to the NCAOC for the NCAOC to purchase AV equipment and/or installation services from ePlus Inc. as specified below.

NOW, THEREFORE, in consideration for the promises made each to the other, the Parties agree as follows:

Memorandum of Agreement  
Courtroom Upgrades for Remote Proceedings  
Page 1 of 4

1. This MOA may be used for upfitting an entire courtroom(s) with CRAVE technology and equipment installation services (with or without the installation of low-voltage cabling by ePlus Inc.), and/or this MOA may be used to purchase specific items listed on Appendix A. The first step in upfitting an entire courtroom(s) with CRAVE technology is for ePlus to complete a site survey of the courtroom(s), as further described in this MOA.

The County requests to proceed with the following:

- ☐ A site survey for the installation of CRAVE technology in the courtroom(s) listed below:

If the first box is checked, also check one of the following:

- ☐ The County will provide the necessary electrical outlets and low-voltage cabling for the AV equipment to be installed in the courtroom(s) identified above; OR
- ☐ The County will only provide necessary electrical outlets and requests that ePlus provide the necessary low-voltage cabling on a time and materials basis for the AV equipment to be installed in the courtroom(s) identified above.
- ☐ Aside from upfitting a courtroom, the County wishes to purchase the following AV equipment and/or other items listed on Appendix A:

2. If the County has indicated above that it seeks a site survey to prepare for upfitting a courtroom(s) with CRAVE technology under this MOA, the County will coordinate with elected judicial officials to identify the courtroom(s) in which the County seeks to pay for AV equipment and installation. The NCAOC will coordinate with the Clerk of Superior Court on availability of the selected courtroom(s) to have a site survey conducted by ePlus Inc. This site survey will document the required equipment necessary for ePlus Inc. to complete the CRAVE system installation in the specified courtroom(s).
3. The specifications, estimated pricing information and installation costs for the AV equipment under the NCAOC's contract with ePlus Inc. are listed in Appendix A to this MOA. Due to supply chain issues, pricing may be higher based on equipment availability. EPlus Inc. will itemize any price changes and any additional costs upon completion of its survey(s) of the courtroom(s) in which AV equipment will be installed at the County's expense. Installation services will be billed on a time and materials basis, and an estimate can be provided with the site survey for budgetary purposes.

4. \_\_\_\_\_ County  
\_\_\_\_\_ ling  
\_\_\_\_\_ site
- IN WITNESS WHEREOF**, intending to be bound hereby, this MOA is executed by the undersigned authorized representatives of each Party, effective as of the last date of execution by the Parties hereto. Each individual signing below warrants that he or she is authorized to execute this MOA and bind his or her respective agency to its terms.

**NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS**

- By: \_\_\_\_\_ Date: \_\_\_\_\_  
6 Kesha Howell  
NCAOC Chief Operations Officer
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**COUNTY OF COLUMBUS**

- 7 By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
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9. This MOA shall automatically terminate when the NCAOC's contract with ePlus Inc. terminates. Either Party may terminate this MOA, with or without cause, upon ninety (90) days' prior written notice to the other Party. After termination of this MOA, the County must continue to comply with its obligation to provide funds to the NCAOC for AV equipment ordered or installed at the County's request under this MOA. Also, Sections 4, 6, 8, 11, 13, and 14 shall survive the termination of this MOA. Upon termination of this MOA, the NCAOC shall retain ownership of the AV equipment purchased pursuant to this MOA but shall not remove such AV equipment from the courtroom where the County specified installation unless the County consents in writing or the County fails to reimburse the NCAOC for an annual support agreement within 30 days of receipt of an invoice.
10. The State Auditor shall have access to all persons and records in accordance with G.S. § 147-64.7 and other applicable laws or regulations.
11. Notices, when required to be given in accordance with this MOA, shall be in written form and delivered to the Parties' principal contacts by email, U.S. mail, or personal delivery, addressed as shown below.

Memorandum of Agreement  
Courtroom Upgrades for Remote Proceedings  
Page 3 of 4

Any time a Party desires to change its principal contact, a duly authorized representative of that Party shall promptly notify the other Party's principal contact in writing on the Party's letterhead. The initial principal contacts for this MOA are:

| NCAOC's Principal Contact   | County's Principal Contact |
|---|----------------------------|
| Jared Rundell<br>Endpoint Services Manager<br>Technology Services Division<br>North Carolina Administrative Office of the Courts<br>901 Corporate Center Drive<br>Raleigh, NC 27607<br>E-mail: Jared.D.Rundell@nccourts.org |                            |

12. The County shall provide the NCAOC with documentation showing that its board of commissioners has delegated authority to the County's signatory, below, to execute this MOA.
13. This MOA shall be governed by the laws of the State of North Carolina without giving effect to principles of conflicts of law. The place of this MOA, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in tort or contract, relating to its validity, construction, interpretation, and enforcement shall be determined.
14. Modification or amendment of this MOA must be made in writing and signed by authorized representatives of both Parties.
15. This MOA and any rights or obligations within this MOA shall not be further assigned, sublicensed, subcontracted, or otherwise transferred by a Party to another individual, partnership, limited partnership, corporation, or any other entity except with written consent of the other Party.
16. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOA shall operate only by and between the Parties and shall inure solely to the benefit of the Parties. The provisions of this MOA are intended only to assist the Parties in determining and performing their obligations under this MOA.
17. This MOA may be executed by facsimile or digital signature, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. To the extent signed in handwriting and then delivered by means of electronic transmission in portable document format ("PDF"), this MOA shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same force and legal effect as an original signature.

[Signature page follows.]

## Agenda Item # 19: **FINANCE – APPROVAL of the FISCAL YEAR 2022-2023 AUDIT CONTRACTS WITH MAULDIN & JENKINS:**

Finance Director Lacie Jacobs requested approval of the FY 22-23 audit contracts with Mauldin & Jenkins.

### MOTION:

Commissioner Watts made a motion to approve the contract and seconded by Commissioner Floyd. The motion unanimously passed.

LGC-205 Amended AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS Rev. 11/2023

Whereas Primary Government Unit  
County Commissioners  
and Discretely Presented Component Unit (DPCU) (if applicable)  
Columbus County  
and Auditor  
Mauldin & Jenkins, LLC

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for Fiscal Year Ending 06/30/23 and originally to be submitted to the LGC on 10/30/23 Date 10/30/23

hereby agree that it is now necessary that the contract be modified as follows.

☒ Modification to date submitted to LGC Original date 10/30/23 Modified date 07/31/24  
☐ Modification to fee Original fee Modified fee

Primary Other  
(choose 1)(choose 0-2)

Reason(s) for Contract Amendment

☐ ☐ Change in scope  
☐ ☐ Issue with unit staff/turnover/workload  
☐ ☐ Issue with auditor staff/turnover/workload  
☐ ☐ Third-party financial statements not prepared by agreed-upon date  
☐ ☐ Unit did not have bank reconciliations complete for the audit period  
☐ ☐ Unit did not have reconciliations between subsidiary ledgers and general ledger complete  
☐ ☐ Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger  
☐ ☐ Unit did not have information required for audit complete by the agreed-upon time  
☐ ☐ Delay in component unit reports  
☐ ☐ Software - implementation issue  
☐ ☐ Software - system failure  
☐ ☐ Software - ransomware/cyberattack  
☐ ☐ Natural or other disaster  
☐ ☐ Other (please explain)

**Plan to Prevent Future Late Submissions**  
If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due to the LGC four months after fiscal year end. Indicate NA if this is an amendment due to a change in cost only.

The Authority and Mauldin & Jenkins are working to catch up the late audits and have planned to issue the fiscal year ended June 30, 2023 financial statements by July 31, 2024.

**Additional Information**  
Please provide any additional explanation or details regarding the contract modification.

The audit of the Columbus County fiscal year ended 2022 ended with the issuance of the financial report dated April 26, 2024. The fiscal year ended 2023 audits can now begin.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

Page 1 of 3

LGC-205 Amended AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS Rev. 11/2023

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm\*  
Mauldin & Jenkins, LLC  
Authorized Firm Representative\* (typed or printed) Signature\*  
LeAnn Bagasala  
Date\* 04/30/24 Email Address lbagasala@mjcpa.com

**GOVERNMENTAL UNIT**

Governmental Unit\*  
County Commissioners  
Date Primary Government Unit Governing Board Approved Amended Audit Contract\* (if required by governing board policy)  
Mayor/Chairperson\* (typed or printed) Signature\*  
Date Email Address

Chair of Audit Committee (typed or printed, or "NA") Signature  
Date Email Address

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**  
\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\*  
(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer\* Signature\*  
Date of Pre-Audit Certificate\* Email Address\*

Page 2 of 3

LGC-205 Amended AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS Rev. 11/2023

**SIGNATURE PAGE – DPCU**  
(complete only if applicable)

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU  
Columbus County  
Date DPCU Governing Board Approved Amended Audit Contract (if required by governing board policy)  
DPCU Chairperson (typed or printed) Signature  
Date Email Address

Chair of Audit Committee (typed or printed, or "NA") Signature  
Date Email Address

**DPCU – PRE-AUDIT CERTIFICATE**  
\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\*  
(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

DPCU Finance Officer (typed or printed) Signature  
Date of Pre-Audit Certificate Email Address

Page 3 of 3

| BUDGET AMENDMENT<br>Columbus County, NC  |      |                       |  |                                     |
|--|------|-----------------------|--|-------------------------------------|
| Name of Department:  |      | Finance               |  |                                     |
| Name of Capital Project (if applicable):   |      |                       |  |                                     |
| Agency Head Signature:   |      | Lacie Jacobs          |  |                                     |
| Date Prepared:   |      | April 29, 2024        | Date Received in Admin:                        |                                     |
| EXPENDITURE  |      |                       |  |                                     |
| Fund   | Dept | Budget Code<br>Object | Classification<br>Line Item                    | Requested<br>Increase or (Decrease) |
| 101  | 9600 | 560083                | Veterans Memorial Park - Special Appropriation | 1,500                               |
|  |      |                       |  |                                     |
|  |      |                       |  |                                     |
|  |      |                       |  |                                     |
|  |      |                       |  |                                     |
|  |      |                       |  |                                     |
|  |      |                       |  |                                     |
|  |      |                       |  |                                     |
|  |      |                       |  |                                     |
|  |      |                       |  |                                     |
| Total Net Expenditures   |      |                       |  | 1,500                               |
| REVENUE  |      |                       |  |                                     |
| Fund   | Dept | Budget Code<br>Object | Classification<br>Line Item                    | Requested<br>Increase or (Decrease) |
| 101  | 3991 | 499101                | Fund Balance Appropriated                      | 1,500                               |
|  |      |                       |  |                                     |
|  |      |                       |  |                                     |
|  |      |                       |  |                                     |
|  |      |                       |  |                                     |
|  |      |                       |  |                                     |
|  |      |                       |  |                                     |
|  |      |                       |  |                                     |
|  |      |                       |  |                                     |
|  |      |                       |  |                                     |
| Total Net Revenue  |      |                       |  | 1,500                               |
| This budget revision has been approved by the Board of Columbus County Commissioners on:   |      |                       |  |                                     |
| Signature  |      | Date                  |  |                                     |
| <b>Explanation of Increase or Decrease:</b><br>To provide a special appropriation to the Veterans Memorial Park for water tap per request from Administration. |      |                       |  |                                     |



**BUDGET AMENDMENT**  
Columbus County, NC

Name of Department: Sheriff's Office

Name of Capital Project (if applicable):

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

Date Prepared: April 25, 2024 *SHC:JPF* Date Received in Admin:

| EXPENDITURE                   |           |        |                          | Requested Increase or Decrease |
|-------------------------------|-----------|--------|--------------------------|--------------------------------|
| Budget Code                   | Fund Dept | Object | Classification Line Item |                                |
| 10                            | 4310      | 550000 | Capital Outlay           | \$9,000                        |
| <b>Total Net Expenditures</b> |           |        |                          | <b>\$9,000</b>                 |

| REVENUE                  |           |        |                          | Requested Increase or Decrease |
|--------------------------|-----------|--------|--------------------------|--------------------------------|
| Budget Code              | Fund Dept | Object | Classification Line Item |                                |
| 10                       | 3431      | 499000 | Misc Rev                 | 0                              |
| <b>Total Net Revenue</b> |           |        |                          | <b>0</b>                       |

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Explanation of Increase or Decrease:**  
Add availability of funds from misc rev to capital outlay. For the use of insurance proceeds replacing totaled patrol vehicle.

**BUDGET AMENDMENT**

Name of Department: FINANCE

Name of Capital Project (if applicable):

Agency Head Signature: *Sherry Jacobson*

Date Prepared: April 11, 2024 Date Received in Admin:

| EXPENDITURES             |           |        |                          | Requested Increase or Decrease |
|--------------------------|-----------|--------|--------------------------|--------------------------------|
| Budget Code              | Fund Dept | Object | Classification Line Item |                                |
| 10                       | 4250      | 528100 | GAS                      | \$5,241                        |
| 10                       | 4250      | 538300 | M/R - VEHICLES           | \$10,000                       |
| 10                       | 4250      | 810000 | LEASES                   | \$79,500                       |
| 10                       | 4360      | 519000 | PROFESSIONAL SERVICES    | \$25,000                       |
| <b>Total Net Expense</b> |           |        |                          | <b>\$119,741</b>               |

| REVENUES                 |           |        |                          | Requested Increase or Decrease |
|--------------------------|-----------|--------|--------------------------|--------------------------------|
| Budget Code              | Fund Dept | Object | Classification Line Item |                                |
| 10                       | 3838      | 449100 | INVESTMENT EARNINGS      | \$119,741                      |
| <b>Total Net Revenue</b> |           |        |                          | <b>\$119,741</b>               |

☐ This budget revision has been approved by the Columbus County Finance Office:

☐ This budget revision has been approved by the Columbus County County Manager:

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Explanation of Increase or Decrease:**  
BUDGET FOR SHORTAGES IN FLEET SERVICES AND CORONER

Version 1.0

Budget Amendment.xls

Created:12/15/04

79

Columbus County, North Carolina

**BUDGET AMENDMENT** FY 23/24

Name of Department: FINANCE/DEPARTMENT OF AGING

Agency Head Signature:

Date Prepared / Submitted to Admin: April 30, 2024 Date Received in Admin:

| EXPENDITURES             |           |          |                     | Requested Increase or Decrease |
|--------------------------|-----------|----------|---------------------|--------------------------------|
| Budget Code              | Fund Dept | Category | Classification      |                                |
| 10                       | 5870      | 519001   | CONTRACTED SERVICES | \$115,500                      |
| 10                       | 5865      | 519001   | CONTRACTED SERVICES | \$56,689                       |
| <b>Total Net Expense</b> |           |          |                     | <b>\$172,189</b>               |

| REVENUES                 |           |          |                     | Requested Increase or Decrease |
|--------------------------|-----------|----------|---------------------|--------------------------------|
| Budget Code              | Fund Dept | Category | Classification      |                                |
| 10                       | 3839      | 449100   | INVESTMENT EARNINGS | \$172,189                      |
| <b>Total Net Revenue</b> |           |          |                     | <b>\$172,189</b>               |

☐ This budget revision has been approved by the Columbus County Finance Office:

☐ This budget revision has been approved by the Columbus County County Manager:

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Explanation of Increase or Decrease:**  
INCREASE CONTRACTED SERVICES FOR MEALS SERVED AT SENIOR CENTERS AND HOME DELIVERED MEALS DUE TO HIGHER NEED IN OUR COMMUNITIES

Version 1.0

Budget Amendment.xls

Created:12/15/04

80

**Agenda Item # 21: SHERIFF'S OFFICE – APPROVAL of the QUOTES from TEK84 for a BODY SCANNER and SOUTHWESTERN CAMERAS (SWC) for a CAMERA SURVEILLANCE SYSTEM for DETENTION CENTER IMPROVEMENTS:**

Detention Center Captain Robert Creech is requested approval of the quote from Tek84 to purchase a full-body scanner and the quote from Southwestern Cameras (SWC) for cameras, surveillance system and controls for Detention Center Improvements. This will be paid for from the Department of Public Safety Detention Center Grant.

**MOTION:**

Commissioner Coleman made a motion to approve; seconded by Commissioner Featherson. The motion unanimously passed.



**Quote**

April 16, 2024

Capt. Robert Creech  
Columbus County Sheriff's Office  
803 Washington Street  
Whiteville, NC 28472  
910-770-2127  
[rcreech@columbussheriff.com](mailto:rcreech@columbussheriff.com)

QUO 2022-08-19 R3

Please see the quotation below for the Tek84 Intercept Body Scanner. The scanner includes all that is listed below as well as (1) built in camera to include a photo of the subject with each scan. (2) Your agency's logo on the scanner as well as on each scan report. (3) Training by a medical professional on the use of the product, required radiation training and expert training on reading the scan results. (4) A one-time grab or your JMS database to upload the current list of subjects currently and previously in your facility.

| Qty          | Part Number  | Description  | Net Each      | Ext Price                    |
|--------------|--------------|--|---------------|------------------------------|
| 1            | SSD-017-1102 | Tek84 Intercept Whole Body Security Scanning System<br><br>High Strength Aluminum Unibody Frame. 106Kv Monoblock Oil Cooled Generator. 34" X 72" X 90" (79" top removed) foot print. 4 Second Scan Time. Variable Scanning Dosage from 0.25 uSv to 2.0 uSv<br><br>Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor. PC with Win OS and (2) 1 TB HDD. RAID. 1 million Image storage capacity. Transportable on Built in Heavy Duty Caster System. Corner Mounting Feet. 16 million Grey Scale Levels. 110 V/60hz. 1Kva | \$ 139,000.00 | \$ 139,000.00                |
| 1            | INT-Shipping | Freight from San Diego, CA to Whiteville, NC 28472   | \$ 3,500.00   | \$ 3,500.00                  |
| 1            | INT-WARRANTY | Initial One (1) Year Parts and Labor on Entire System from Time of Delivery  | Included      | \$ -                         |
| 1            | INT-Training | 2.5 days Formal, classroom, on-site<br><b>OPTIONAL</b>   | Included      | \$ -                         |
| 0            | INT-PN 13282 | Bundled ICI Thermal Scanner - For Temperature Scanning   | \$ 20,000.00  | \$ - Initial_                |
| 4            | INT-EXT-WAR  | Years of Additional Warranty Starting Month 13<br>*\$8900/yr If selected at the time of initial purchase   | \$ 8,900.00   | \$ 35,600.00 Initial_ # yrs_ |
| <b>Total</b> |              |  | <b>\$</b>     | <b>178,100.00 **</b>         |

**\*\* Up to Five Additional years of addition warranty can be purchased. (Indicate as necessary)**

By execution of this agreement, by an authorized signature, the customer agrees to purchase the products specified subject to the terms and conditions set forth in the agreement and subject to Tek84 and conditions available at [www.Tek84.com](http://www.Tek84.com).

This quote will expire on: 06/15/24  
Delivered-at-place: Whiteville, NC 28472  
Terms: Net 30  
Taxes: Circle one Exemption certificate attached Tax rate provided here:  
\*If taxes apply, please request updated quote

Accepted By:

Prepared by:

Printed Name and Title: \_\_\_\_\_

Margo McNeely, Regional Sales Manager

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

4/16/2024

## APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 66388

To: Columbus Co NC  
Owner: 805 Washington Street

Project 125231102- Columbus Co NC Upgrades

Application No.: 2

Distribution to  
☐ Owner  
☐ Architect  
☐ Contractor

Whiteville, NC 28472

Billing Period: - 04/30/24

From Contract: South Western Communication Via  
4871 Rosebud Lane Architect:  
Newburgh, IN 47630

Project Nos / PO: LOI

220

Contract For:

Contract Date: 11/21/2023

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

|  |              |
|--|--------------|
| 1. Original Contract Sum                   | \$371,750.00 |
| 2. Net Change By Change Order              | 0.00         |
| 3. Contract Sum To Date                    | \$371,750.00 |
| 4. Total Completed and Stored To Date      | \$246,626.00 |
| 5. Retainage:                              |              |
| a. 10.00% of Completed Work                | \$1,465.80   |
| b. 10.00% of Stored Material               | \$23,196.80  |
| c. Retainage Tax                           | \$0.00       |
| Total Retainage                            | \$24,662.60  |
| 6. Total Earned Less Retainage             | \$221,963.40 |
| 7. Less Previous Certificates For Payments | \$20,484.00  |
| 8. Current Payment Due                     | \$201,479.40 |
| 9. Balance To Finish, Plus Retainage       | \$149,786.60 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown

CONTRACTOR: South Western Communications, Inc

By: [Signature] Date: 4/16/2024

State of: Alabama  
Subscribed and sworn to before me this 16th day of April, 2024  
Notary Public: Melissa M. Miller  
My Commission expires: November 2, 2027

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor

AMOUNT CERTIFIED \$201,479.40

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

| CHANGE ORDER SUMMARY                               | Additions | Deductions |
|--|-----------|------------|
| Total changes approved in previous months by Owner | \$0.00    | \$0.00     |
| Total Approved this Month                          | \$0.00    | \$0.00     |
| TOTALS   | \$0.00    | \$0.00     |
| Net Changes By Change Order                        | \$0.00    |            |

## CONTINUATION SHEET

Page 2 of 2

Application and Certification for Payment, containing  
Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Invoice #: 66388

Contract : 125231102- Columbus Co NC Upgrades

Application No.: 2

Application Date: 04/15/24

To: 04/30/24

Architect's Project No. / PO: LOI

| A<br>Item<br>No. | B<br>Description of Work    | C<br>Scheduled<br>Value | D<br>Work Completed                   |                         | F<br>Materials<br>Presently<br>Stored | G<br>Total<br>Completed<br>and Stored<br>To Date | H<br>%<br>(G / C) | I<br>Balance<br>To Finish<br>(C-G) | Retainage |
|------------------|-----------------------------|-------------------------|---------------------------------------|-------------------------|---------------------------------------|--|-------------------|------------------------------------|-----------|
|                  |                             |                         | From Previous<br>Application<br>(D+E) | This Period<br>In Place |                                       |  |                   |                                    |           |
|                  |                             |                         | (Not In D or E)                       |                         |                                       | (D+E+F)  |                   |                                    |           |
| 1                | Engineering Labor           | 12,358.00               | 4,500.00                              | 7,858.00                | 0.00                                  | 12,358.00  | 100.00%           | 0.00                               |           |
| 2                | Manufacturing Labor         | 7,069.00                | 0.00                                  | 0.00                    | 0.00                                  | 0.00   | 0.00%             | 7,069.00                           |           |
| 3                | Field Labor                 | 71,107.00               | 0.00                                  | 0.00                    | 0.00                                  | 0.00   | 0.00%             | 71,107.00                          |           |
| 4                | Project Management          | 15,691.00               | 1,500.00                              | 800.00                  | 0.00                                  | 2,300.00   | 14.66%            | 13,391.00                          |           |
| 5                | Control Station System (TS) | 41,950.00               | 0.00                                  | 0.00                    | 41,950.00                             | 41,950.00  | 100.00%           | 0.00                               |           |
| 6                | CCTV System                 | 215,157.00              | 0.00                                  | 0.00                    | 181,600.00                            | 181,600.00                                       | 84.40%            | 33,557.00                          |           |
| 7                | UPS System                  | 7,731.00                | 0.00                                  | 0.00                    | 7,731.00                              | 7,731.00   | 100.00%           | 0.00                               |           |
| 8                | Wire and Cable              | 687.00                  | 0.00                                  | 0.00                    | 687.00                                | 687.00   | 100.00%           | 0.00                               |           |
|                  | Sales Tax                   | 0.00                    | 0.00                                  | 0.00                    |                                       | 0.00   |                   |                                    |           |
| Grand Totals     |                             | 371,750.00              | 6,000.00                              | 8,658.00                | 231,968.00                            | 246,626.00                                       | 66.34%            | 125,124.00                         | 24,662.60 |

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

At 7:30 P.M. a Motion was made by Commissioner Byrd and seconded by Commissioner Floyd to recess regular session and enter into Columbus County Water and Sewer District I, II, III, IV and V. The motion unanimously passed.

**Agenda Item # 22: WATER and SEWER DISTRICT IV – APPROVAL to TRANSFER WELL SITE OWNERSHIP and EDA GRANT RECIPIENT to WATER and SEWER DISTRICT IV:**

Attorney Amanda Prince requested approval to transfer well site ownership and EDA Grant recipient to Water and Sewer District IV.

**Jana Nealey**

---

**From:** Tess Norris <tess.norris@columbusco.org>  
**Sent:** Thursday, May 2, 2024 9:25 AM  
**To:** 'Jana Nealey'  
**Subject:** WD 4 EDA

Jana,

When the EDA grant was applied for, Columbus County was used as the applicant name when instead Water District IV should have been used. Also, when the well sites were purchased, they were purchased under Columbus County instead of Water District IV. To move forward with the grant, the applicant name needs to be changed to Water District IV and the well site needs to be deeded to Water District IV.

Thanks,

**Tess Norris**  
Columbus County  
Grants Administrator  
127 W. Webster Street  
Whiteville, NC 28472  
910-640-6611 Ext. 243

**MOTION:**

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

**ADJOURN COMBINATION MEETING of COLUMBUS COUNTY WATER and SEWER DISTRICT I, II, III, IV and V BOARD MEETING.**

**MOTION:**

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

**Agenda Item # 23: COMMENTS:**

**A. BOARD OF COMMISSIONERS**

**Commissioner Watts commented:**

- He congratulated East Columbus High School's Basketball team on doing a great job! It's a good thing when our local schools go that far.

**Commissioner Coleman commented:**

- He congratulated East Columbus High School's Basketball doing on doing a great job! He is very proud of East Columbus High School's coaching staff.
- He thanked the county employees that has been working late night hours. He really appreciates their hard work.

**Commissioner Byrd commented:**

- He stated East Columbus Gators have done an outstanding job representing the County.
- He heard on the news that \$400,000,000, was spent in New York City to protect places of worship the Lord. That is ridiculous that we have to do that.
- He stated that he has received some calls requesting that the Commissioners reach out to the Legislators requesting for Grandparents rights to visit their grandchildren. He asked Mr. Madden to set up a meeting to talk with Representative Jones about it. Mr. Madden stated they are in session right now, but he will reach out to him.

**Commissioner Smith commented:**

- He congratulated East Columbus High School's Basketball. That was his old stomping grounds. They remind him of NCSU.
- He asked when is the Fallen Officers Ceremony to be held? Mr. Madden stated Friday, May 17<sup>th</sup>.

**Commissioner Feather commented:**

- No comment

**Commissioner Featherson commented:**

- She requested prayers for the families of the fallen officers in Charlotte.
- She is grateful to Trillium and Ms. Peers' presentation tonight. There are a lot of mental folks going through things. We never know what t
- She is grateful for our EMS department & law enforcement in the County for being there when we need them.
- She met with a local church that had some questions, and she called the county office and Nick West and David Ransom came to the meeting and answered their questions. We have very competent people in the county.
- She has been asked if there is anything good coming out of Columbus County. Yes, Mrs. Jacqueline Roseboro has just been induced into the 4-H Hall of Fame. She was previously the manager at Columbus County Cooperative Extension Office.
- There are a lot of good coming out of Columbus County
- Commissioner Byrd stated he would like to have Mrs. Roseboro recognized at the next meeting.

**Commissioner Bullard commented:**

- He appreciates everything everyone is doing.
- There are a lot of good things going on in the County.
- He has been honored and blessed to serve as a commissioner.
- They have made a lot of improvements working together.
- He asked that you keep the county, each commissioner by name, county manager, sheriff office and the citizens in your prayers.
- No tax increase. We looked out for our tax payers this year. That is everyone of the board member's priorities, no tax increase.
- Happy Mother's Day

**B. COUNTY MANAGER****County Manager Eddie Madden commented:**

- He stated there will be a 3% COLA in the FY 24-25 budget. Thanks to the efforts of Lacie Jacobs, Heather Woody and all the Department Mangers, it would not have been possible without them.



- Earlier today you approved a \$11.7 million grant agreement for the airport. In addition to that, you had previously approved \$6 million airport improvements grant, and \$2.85 million for airport apron expansion. We are approaching almost \$20 million for the Columbus County Municipal Airport, that is being considered for the Columbus County Airport.
- Congratulations to Tess Norris for graduating from UNCG on Saturday, and to Reid Singletary for graduating from Southeastern Community College Fire Academy this past weekend. We have some terrific people working for us and I'm very proud of them.
- This coming Friday is SCC's graduation ceremony. Please mark your calendars for that. I will not be able to attend. I had a previous meeting scheduled with our bond counsel at 10:00 a.m.
- Happy Mother's Day to all our mothers.

**Agenda Item #24     ADJOURNMENT:**

**MOTION:**

At 7:43 P.M., Commissioner Byrd made a motion to adjourn; seconded by Commissioner Featherson. The motion unanimously passed.

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JANA NEALY, Clerk to the Board

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RICKY BULLARD, Chairman

**Appointments/Re-Appointments:**

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

| COMMITTEE                           | ZONE/<br>EB | PERSON(S)                 | EXP. DATE            |
|-------------------------------------|-------------|---------------------------|----------------------|
| Tourism Development Authority (TDA) | VI          | Chandler Worley           | 12/2022              |
| Lower Cape Fear Water & Sewer       | EB<br>EB    | Al Leonard<br>Chris Smith | 1/2/2023<br>1/2/2023 |

**MOTION:**

Commissioner Bullard made a motion to re-appointed Chandler Worley to serve on Tourism Development Authority. Commissioner Byrd a motion to re-appoint Al Leonard and Chris Smith to serve on Lower Cape Fear Water & Sewer, and seconded made by Commissioner McDowell. The motions unanimously passed.

**RECESS REGULAR SESSION and enter into COLUMBUS COUNTY WATER AND SEWER DISTRICT I, II, II, IV AND V BOARD MEETING**

At 8:03 P.M., Commissioner McMillian made a motion to recess Regular Session and enter into a **combination meeting** of County Water and Sewer District I, II, III, IV, and V Board Meeting, second by Commissioner Coleman. The motion unanimously passed.

**Agenda Item #25: Water and Sewer District's I, II, III, IV and V – Approval of the September 19, 2022 meeting minutes.**

**COLUMBUS COUNTY WATER and SEWER DISTRICTS **I**, II, III, IV, and V  
COMBINATION BOARD MEETING  
Monday, September 19, 2022  
7:25 P.M.**

The Honorable Columbus County Commissioners met on the above stated date and time at 127 West Webster Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District I Board.

**COMMISSIONERS PRESENT:**

Ricky Bullard, **Chairman**  
Jerome McMillian, **Vice Chairman**  
Giles E. Byrd  
Lavern Coleman  
Brent Watts

**APPOINTEES PRESENT:**

Eddie Madden, Jr., **County Manager**  
Boyd Worley, **Board Attorney**  
Amanda B. Prince, **Staff Attorney**  
Melanie Hester, **Interim Finance Director**

**COMMISSIONERS ABSENT (EXCUSED):**

Chris Smith  
Charles T. McDowell

**APPOINTEES ABSENT (EXCUSED):**

LaToya Williams, **Clerk to Board**

**MEETING CALLED TO ORDER:**

At 7:25 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District I Board Meeting to order.

**Agenda Item #21: COLUMBUS COUNTY WATER and SEWER DISTRICTS I – APPROVAL of MINUTES:**

- A. August 1, 2022
- B. August 15, 2022

**MOTION:**

Vice Chairman made a motion to approve the capital project ordinance, seconded by Commissioner Coleman. The motion unanimously passed.

**ADJOURNMENT:**

At 7:28 P.M., Commissioner Coleman made a motion to adjourn, seconded by Vice Chairman McMillian. The motion unanimously passed.

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**LATOYA WILLIAMS, Clerk to the Board**

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**RICKY BULLARD, Chairman**

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V  
COMBINATION BOARD MEETING  
Monday, September 19, 2022  
7:25 P.M.**

The Honorable Columbus County Commissioners met on the above stated date and time at 127 West Webster Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District II Board.

**COMMISSIONERS PRESENT:**

Ricky Bullard, **Chairman**  
Jerome McMillian, **Vice Chairman**  
Giles E. Byrd  
Lavern Coleman  
Brent Watts

**APPOINTEES PRESENT:**

Eddie Madden, Jr., **County Manager**  
Boyd Worley, **Board Attorney**  
Amanda B. Prince, **Staff Attorney**  
Melanie Hester, **Interim Finance Director**

**COMMISSIONERS ABSENT (EXCUSED):**

Chris Smith  
Charles T. McDowell

**APPOINTEES ABSENT (EXCUSED):**

LaToya Williams, **Clerk to Board**

**MEETING CALLED TO ORDER:**

At 7:25 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District II Board Meeting to order.

**Agenda Item # 21: COLUMBUS COUNTY WATER and SEWER DISTRICTS II – APPROVAL of MINUTES:**

- A. August 1, 2022
- B. August 15, 2022

**MOTION:**

Vice Chairman made a motion to approve the capital project ordinance, seconded by Commissioner Coleman. The motion unanimously passed.

**Agenda Add-on Item #22a: RESOLUTION for APPLICATION for WATER TANK and THREE WELLS:**

Harold Nobles, Director, requested Board approval.

**RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, The Columbus County Water District II has need for and intends to construct, plan for, or conduct a study in a project described as preconstruction planning of water system expansion including environmental, cost estimates, hydraulic analysis, and engineering design for a project to meet projected residential demand in Water District II, and

WHEREAS, The Columbus County Water District II intends to request State loan and/or grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF COLUMBUS:**

That Columbus County Water District II, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the County of Columbus to make a scheduled repayment of the loan, to withhold from the County of Columbus any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Edwin H. Madden, Jr., County Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 19<sup>th</sup> day of September 2022 at Whiteville, North Carolina

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Ricky Bullard

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Chairman, Board of County Commissioners

(a) **CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting Clerk to the Board of County Commissioners of the County of Columbus does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Columbus County Board of Commissioners duly held on the 19<sup>th</sup> day of September 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 19<sup>th</sup> day of September, 2022.

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LaToya Williams

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Clerk to the Board of County Commissioners



**RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, The Columbus County Water District II has need for and intends to construct, plan for, or conduct a study in a project described as Phase I system expansion to include construction of a 500,000 gallon elevated water storage tank and three new wells, and

WHEREAS, The Columbus County Water District II intends to request State loan and/or grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF COLUMBUS:**

That Columbus County Water District II, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the County of Columbus to make a scheduled repayment of the loan, to withhold from the County of Columbus any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Edwin H. Madden, Jr., County Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 19<sup>th</sup> day of September 2022 at Whiteville, North Carolina

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Ricky Bullard

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Chairman, Board of County Commissioners

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting Clerk to the Board of County Commissioners of the County of Columbus does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Columbus County Board of Commissioners duly held on the 19<sup>th</sup> day of September 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 19<sup>th</sup> day of September, 2022.

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LaToya Williams

Clerk to the Board of County Commissioners

**MOTION:**

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

**Agenda Add-on Item #22b: APPROVAL of APPLICATION for GRANT FUND WATERLINE REPLACEMENT:**

**RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, The Columbus County Water District II has need for and intends to construct, plan for, or conduct a study in a project described as rehabilitation and replacement of approximately 2 miles of 4-inch waterline, and

WHEREAS, The Columbus County Water District II intends to request State loan and/or grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF COLUMBUS:**

That Columbus County Water District II, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the County of Columbus to make a scheduled repayment of the loan, to withhold from the County of Columbus any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Edwin H. Madden, Jr., County Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 19<sup>th</sup> day of September 2022 at Whiteville, North Carolina

\_\_\_\_\_  
Ricky Bullard

\_\_\_\_\_  
Chairman, Board of County Commissioners

(a) **CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting Clerk to the Board of County Commissioners of the County of Columbus does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Columbus County Board of Commissioners duly held on the 19<sup>th</sup> day of September 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 19<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
LaToya Williams

\_\_\_\_\_  
Clerk to the Board of County Commissioners

**MOTION:**

Commissioner Watts made a motion to approve the application, seconded by Vice Chairman McMillian. The motion unanimously passed.

**Agenda Add-on Item #22c: APPROVAL of APPLICATION for PLANNING GRANTS:**

**MOTION:**

Commissioner Byrd made a motion approve the application, seconded by Commissioner Coleman. The motion unanimously passed.

**ADJOURNMENT:**

At 8:28 P.M., Commissioner Coleman made a motion to adjourn, seconded by Vice Chairman McMillian. The motion unanimously passed.

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**LATOYA WILLIAMS, Clerk to the Board**

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**RICKY BULLARD, Chairman**

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V  
COMBINATION BOARD MEETING  
Monday, September 19, 2022  
7:25 P.M.**

The Honorable Columbus County Commissioners met on the above stated date and time at 127 West Webster Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District III Board.

**COMMISSIONERS PRESENT:**

Ricky Bullard, **Chairman**  
Jerome McMillian, **Vice Chairman**  
Giles E. Byrd  
Lavern Coleman  
Brent Watts

**APPOINTEES PRESENT:**

Eddie Madden, Jr., **County Manager**  
Boyd Worley, **Board Attorney**  
Amanda B. Prince, **Staff Attorney**  
Melanie Hester, **Interim Finance Director**

**COMMISSIONERS ABSENT (EXCUSED):**

Chris Smith  
Charles T. McDowell

**APPOINTEES ABSENT (EXCUSED):**

LaToya Williams, **Clerk to Board**

**MEETING CALLED TO ORDER:**

At 7:25 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District III Board Meeting to order.

**Agenda Item # 21: COLUMBUS COUNTY WATER and SEWER DISTRICTS III – APPROVAL of MINUTES:**

- A. August 1, 2022
- B. August 15, 2022
- C. August 29, 2022

**MOTION:**

Vice Chairman made a motion to approve the capital project ordinance, seconded by Commissioner Coleman. The motion unanimously passed.

**ADJOURNMENT:**

At 7:28 P.M., Commissioner Coleman made a motion to adjourn, seconded by Vice Chairman McMillian. The motion unanimously passed.

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**LATOYA WILLIAMS, Clerk to the Board**

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**RICKY BULLARD, Chairman**

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V  
COMBINATION BOARD MEETING  
Monday, September 19, 2022  
7:25 P.M.**

The Honorable Columbus County Commissioners met on the above stated date and time at 127 West Webster Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District IV Board.

**COMMISSIONERS PRESENT:**

Ricky Bullard, **Chairman**  
Jerome McMillian, **Vice Chairman**  
Giles E. Byrd  
Lavern Coleman  
Brent Watts

**APPOINTEES PRESENT:**

Eddie Madden, Jr., **County Manager**  
Boyd Worley, **Board Attorney**  
Amanda B. Prince, **Staff Attorney**  
Melanie Hester, **Interim Finance Director**

**COMMISSIONERS ABSENT (EXCUSED):**

Chris Smith  
Charles T. McDowell

**APPOINTEES ABSENT (EXCUSED):**

LaToya Williams, **Clerk to Board**

**MEETING CALLED TO ORDER:**

At 7:25 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District IV Board Meeting to order.

**Agenda Item # 21: COLUMBUS COUNTY WATER and SEWER DISTRICTS IV – APPROVAL of MINUTES:**

A. August 1, 2022  
B. August 15, 2022  
C. August 29, 2022

**MOTION:**

Vice Chairman made a motion to approve the capital project ordinance, seconded by Commissioner Coleman. The motion unanimously passed.

**Agenda Item # 22: WATER DISTRICT IV – APPROVAL of RESOLUTION for GRANT APPLICATION to UPFIT RIEGELWOOD SANITARY DISTRICT LINES:**

Harold Nobles, Director, requested Board approval.

**RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, The Columbus County Water District IV has need for and intends to construct, plan for, or conduct a study in a project described as replacement of water mains, valves, hydrants, blow offs, and water services in excess 40 years old, and

WHEREAS, The Columbus County Water District IV intends to request State loan and/or grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF COLUMBUS:**

That Columbus County Water District IV, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the County of Columbus to make a scheduled repayment of the loan, to withhold from the County of Columbus any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Edwin H. Madden, Jr., County Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 19<sup>th</sup> day of September 2022 at Whiteville, North Carolina

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Ricky Bullard

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Chairman, Board of County Commissioners

(a) **CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting Clerk to the Board of County Commissioners of the County of Columbus does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Columbus County Board of Commissioners duly held on the 19<sup>th</sup> day of September 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 19<sup>th</sup> day of September, 2022.

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LaToya Williams

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Clerk to the Board of County Commissioners

**MOTION:**

Commissioner Coleman made a motion to approve the resolution, seconded by Commissioner Byrd. The motion unanimously passed.

**ADJOURNMENT:**

At 7:28 P.M., Commissioner Coleman made a motion to adjourn, seconded by Vice Chairman McMillian. The motion unanimously passed.

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**LATOYA WILLIAMS, Clerk to the Board**

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**RICKY BULLARD, Chairman**

**COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V  
COMBINATION BOARD MEETING  
Monday, September 19, 2022  
7:25 P.M.**

The Honorable Columbus County Commissioners met on the above stated date and time at 127 West Webster Street, Whiteville, North Carolina 28472, for the purpose of acting as the Columbus County Water and Sewer District V Board.

**COMMISSIONERS PRESENT:**

Ricky Bullard, **Chairman**  
Jerome McMillian, **Vice Chairman**  
Chris Smith  
Giles E. Byrd  
Lavern Coleman  
Brent Watts  
Charles T. McDowell

**APPOINTEES PRESENT:**

Eddie Madden, Jr., **County Manager**  
Amanda B. Prince, **Staff Attorney**  
Melanie Hester, **Interim Finance Director**

**APPOINTEES ABSENT (EXCUSED):**

Boyd Worley, **Board Attorney**  
LaToya Williams, **Clerk to the Board**

**MEETING CALLED TO ORDER:**

At 7:25 P.M., Chairman Ricky Bullard called the **combination meeting** of Columbus County Water and Sewer District V Board Meeting to order.

**Agenda Item # 21: COLUMBUS COUNTY WATER and SEWER DISTRICTS V – APPROVAL of MINUTES:**

- A. August 1, 2022
- B. August 15, 2022

**MOTION:**

Vice Chairman made a motion to approve the capital project ordinance, seconded by Commissioner Coleman. The motion unanimously passed.

**ADJOURNMENT:**

At 7:28 P.M., Commissioner Coleman made a motion to adjourn, seconded by Vice Chairman McMillian. The motion unanimously passed.

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**LATOYA WILLIAMS, Clerk to the Board**

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**RICKY BULLARD, Chairman**

**MOTION:**

Commissioner McMillian made a motion to approve Water & Sewer Minutes for September 19, 2022, for WD's I, II, III, IV and V, and seconded by Commissioner Coleman. The motion unanimously passed.

**Agenda Item #26: Water and Sewer District IV – Approval of Resolution to Transfer Sewer Lift Stations at International Logistics Park to Brunswick County Utilities:**

Dr. Gary Lanier is requesting Approval.

**RESOLUTION TRANSFERRING OWNERSHIP  
OF PROPERTY TO BRUNSWICK COUNTY**

**WHEREAS**, on or about June 21, 2021, the Board of Commissioners of the County of Columbus, ("Grantor") approved an Economic Development Agreement ("EDA") with Brunswick County, a governmental entity created and existing under the laws of the State of North Carolina, whose mailing address is P.O. Box 249, Bolivia, NC 28442, ("Grantee");

**WHEREAS**, during its June 21, 2021 meeting, the Columbus County Board of Commissioners also approved the EDA;

**WHEREAS**, as part of the EDA, the Columbus County Board of Commissioners agreed to transfer property generally known as the sewer main lines and lift station. ("Property");

**WHEREAS**, Columbus County approves and agrees to Brunswick County's acquisition of easements or other real property interests in Columbus County for the purposes of owning, operating, and maintaining the sewer infrastructure necessary to carry out the terms of the Interlocal Agreement for Brunswick County to Provide Sewer Services to a Portion of Columbus County. The total project cost was \$2,150,000.00.

**WHEREAS**, in November, 2022, pursuant to North Carolina General Statute 153A-15, the Columbus County Board of Commissioners satisfied statutory requirements to transfer the property to Brunswick County;

**WHEREAS**, to satisfy the terms of the EDA, the Columbus County Board of Commissioners now desire to transfer the Property to Brunswick County.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the County of Columbus, meeting in regular session as follows:

**Section 1.** The County shall transfer the Property to Brunswick County pursuant to the Deed of Dedication attached hereto and incorporated here in as Exhibit A ("Deed").

**Section 2.** The Deed shall be recorded in the Brunswick County Register of Deeds Office.

**Section 3.** The Chairman is hereby authorized to take all such actions and execute all such additional documents, including the Water Indemnity Agreement, Affidavit, and Deed of Dedication, necessary to transfer the Property to Brunswick County.

**Section 4.** This Resolution shall be in full force and effect upon passage.

**ALL OF WHICH IS RESOLVED**, by the Board of Commissioners for the County of Columbus, this 21<sup>st</sup> day of November, 2022.



I hereby certify that the foregoing Resolution was delivered to the Columbus County Board of Commissioners on the 21st day of November 2022.

Ricky Bullard  
Ricky Bullard, Chairman

Date: 11-21-22

A. L. Prince  
Amanda Prince, County Attorney

Date: 11-21-22

ATTEST: Natalie Carroll  
~~Gail Edwards, Assistant County Manager~~  
Natalie Carroll, Special Projects Coordinator

Date: 11-21-22

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

AFFIDAVIT

Columbus County, a governmental entity created and existing under the laws of the State of North Carolina, whose mailing address is 127 West Webster Street, Whiteville NC, 28472, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Ransom Township, Columbus County, North Carolina, known as the International Logistics Park, containing parcels numbered 27952 thru 99075, as more particularly described in a Deed of Dedication in favor of Brunswick County of even date herewith.
2. That it has caused to be installed sewer distribution lines under and along the road right-of-ways property hereinafter described and referenced:  
Brunswick County Utilities will be receiving wastewater from a transmission line that will enter Brunswick County at or near the County line at U.S Highway 74/76 and will terminate at the Brunswick County sewer lift station that is located within the Mid-Atlantic Industrial Rail Park. Columbus County approved and agreed to Brunswick County's acquisition of the easements and/or other real property interests in Columbus County for the purposes of owning, operating, and maintaining the sewer infrastructure necessary to carry out the terms of the Interlocal Agreement.
3. All the work which has been performed in the construction and installation of said sewer distribution lines described in paragraph 2, above, has been fully paid for and there are now no liens of any kind including any lien for labor or material against the industrial park property which would in any way jeopardize title of Affiant to the property in said industrial park nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said industrial park or the sewer lines installed therein which would in any way jeopardize title to the industrial park or the sewer distribution lines located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer(s), this 21st day of November, 2022.

Columbus County

By: Ricky Bullard  
Ricky Bullard, Chairman

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

Signed and sworn to (or affirmed) before me this day by Ricky Bullard  
(Name of Principal)

Date: 11-21-22

NATALIE CARROLL  
Notary Public  
Columbus County  
North Carolina

Natalie Carroll  
(Signature of Notary Public)

Natalie Carroll  
(Printed or Typed Name of Notary Public)

My Commission Expires:

October 11, 2025

NOW, THEREFORE, Grantor, in consideration of Grantee accepting said sewer lines and making sewer available to said industrial park, has convey by these presents does

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed, the day and year first above written.

Columbus County

By: *Ricky Bullard*  
Ricky Bullard, Chairman

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

I, a Notary Public of the County and State aforesaid, do hereby certify that Ricky Bullard personally came before me this day; and, I have personal knowledge of the identity of the principal; and he acknowledged that he is the Chairman of the Board of Commissioners for Columbus County, a governmental entity created and existing under the laws of the State of North Carolina, and that he, as Chairman, being authorized to do so, executed the foregoing on behalf of Columbus County.

Witness my hand and official seal, this the 21st day of November, 2022.



*Natalie Carroll*  
Signature of Notary Public

Natalie Carroll  
Printed or Typed Name of Notary Public

My Commission Expires: October 11, 2025

#### ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for Columbus County was accepted by the Brunswick County Board of Commissioners on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Brunswick County Board of Commissioners

\_\_\_\_\_  
Randy Thompson, Chairman

\_\_\_\_\_  
Daralyn Spivey, Clerk to the Board

#### WATER INDEMNITY AGREEMENT

This Agreement made this the 21st day of November, 2022, between County of Columbus, a body politic and corporate, duly organized under the Constitution and laws of North Carolina, hereinafter Grantor, and the County of Brunswick, a body politic and corporate, duly organized

All repairs shall conform with the surrounding material such that there shall not be, after any pavement repair, that a hazardous condition exist, or any condition that would result in damage or injury to the said sewer system.

Grantor further agrees that upon transfer of title, it shall include a covenant or other express condition applicable to the grantee, its successors or assigns, assigning the obligation to make in a timely manner all necessary and prudent repairs to the said impervious surface under which the sewer line is located. Grantor further agrees that the instrument assigning the obligation shall be appropriately filed with the Brunswick County Register of Deeds. Provided that, in the case of a dedicated public road, upon receipt of a maintenance agreement from NC DOT, Grantor will assign said repair obligation by covenant or other instrument, on the grantees, their successors or assigns, of the development in which said public roads are located.

In witness thereof, the parties hereto have affixed their signatures on the date first entered above.


Columbus County:

  
Ricky Bullard  
Chairman  
Board of Commissioners

Brunswick County:

\_\_\_\_\_  
William L. Pinnix, P.E.  
Director of Engineering  
Brunswick County

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

  
(Signature of Finance Director)

11/29/12  
Date



## **MOTION:**

Commissioner McDowell made a motion to approve the Resolution to Transfer Sewer Lift Stations at International Logistic Park to Brunswick County Utilities, seconded by Commissioner McMillian. The motion unanimously passed.

## **Agenda Item #27: Water and Sewer District IV: Approval of Preliminary Engineering Report to Rehab the Unused Acme Water Treatment Plant (WWTP):**

Dr. Gary Lanier is requesting Approval.

### **Scope of Services Columbus County, NC Acme WWTP and Collection/Distribution System Improvements Preliminary Engineering Report Revised: 11/14/2022**

#### **BACKGROUND**

Columbus County, NC has requested a Preliminary Engineering Report (PER) proposal to evaluate potential alternatives to rehabilitate the currently unused Acme Wastewater Treatment Plant (WWTP) to support new development along Cronly Drive to the southwest of the WWTP. The existing WWTP was constructed to handle industrial flows (no domestic) and was rated for a capacity of 50,000 gpd. Although the plant is no longer in operation, the County has maintained the NPDES permit for a point source discharge into Livingston Creek. This PER report will evaluate alternatives to re-use portions of the existing WWTP infrastructure to support domestic strength wastewater flows from potential new development. An evaluation of the proposed wastewater collection and distribution system improvements along Cronly Drive from Fertilizer Road to US 74/76 and on Fertilizer Road from the existing WWTP to the intersection of Seale Eddy Road will be provided. An evaluation of the proposed water main extension on Cronly Drive from NC 87 to Fertilizer Road will also be provided.

#### **SCOPE OF SERVICES**

ms consultants ("ms") shall provide the following professional services associated with the Acme WWTP and Collection System PER Project (the "Project") for Columbus County, NC ("Client").

##### ***1. Preliminary Engineering Report***

- A. Review available data and information to include existing drawings, existing equipment data, operating data, property information, available floodplain mapping, and previous geotechnical investigations.
- B. Conduct a kick-off meeting with Client's personnel to establish lines of communication; identify specific needs of the Project; define roles, responsibilities and schedule for the Project; and conduct preliminary discussions regarding preferences on preferred WWTP processes, pump station style, and other Client standards.
- C. Conduct one (1) site visit (concurrent with kick-off meeting) with the Client's personnel to review the existing WWTP and drive the possible distribution / collection system alignment for the proposed service areas.
- D. Perform a walkthrough of the WWTP (concurrent with the kick-off meeting) to perform a condition assessment of existing structures, building, and equipment. The condition assessment team shall include the Project Manager and process, structural, and electrical design disciplines.
- E. The structural condition of the existing bolted steel tanks is currently unknown. ms recommends a site inspection by the tank manufacturer (TeeTank by CST Industries). A water leakage test of the tanks is also recommended and assumed to be performed by others. ms will coordinate with CST Industries on this inspection. We have not included a cost for CST to perform the inspection.
- F. Evaluate available treatment components and equipment that meet the needs of the Client from both a capital cost and operation and maintenance standpoint. Based on DESQ requirements, provide alternatives to 1) restore the capacity to 50,000 gpd for domestic wastewater and 2) to maximize the capacity of the WWTP using the existing WWTP infrastructure (primarily the above-grade tankage). Review all collected documentation and prepare draft recommendations.

- G. Prepare a Draft Preliminary Engineering Report to include identification of the alternatives evaluated, WWTP equipment sizing, concept drawings, collection/distribution improvements, and estimate of probable construction costs. The concept drawings shall be preliminary and used to illustrate intended design concept only. Submit an electronic submittal of the Draft PER for review and approval by the Client.
  - H. Conduct a virtual meeting to review the Draft PER. Finalize the PER and submit in electronic format for the Client's use.
- 2. Geotechnical Investigations**
- A. No geotechnical investigations are proposed for this feasibility study. The ms Team will, at this time, rely on existing, available geotechnical investigations to make preliminary recommendations only.
- 3. Permitting**
- A. The ms Team will contact DEQ to discuss the project and possible increase in the permitted discharge flow from the WWTP. A preliminary determination of effluent limits will be requested from DEQ to assist in the WWTP process alternative development.

**SCHEDULE**

ms will perform the Scope of Services above in a timely manner, subject to input and direction from the Client. It is estimated that the Draft PER will be complete and ready for submission to the Client within three (3) months after notice to proceed from the Client.

**CLIENT RESPONSIBILITIES**

- The Client shall designate a representative authorized to act in its behalf with respect to general engineering services requested of ms. All direction and authorization shall be by or through such representative.
- The Client shall furnish ms all available information, reports, studies, testing results, design and survey data, operating records, existing plans, easements, and other data pertinent to the Project and such shall be furnished at the Client's expense.
- The Client shall notify ms of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site.

**PAYMENT AND ADDITIONAL SERVICES**

For services provided under this Agreement, ms shall be paid as follows:

Compensation for the stated Scope of Services shall be a stipulated fee of Fifty-Six Thousand and Seven Hundred Ninety-Five Dollars (\$56,795.00). Invoicing for services shall be based on a percentage completed for each phase of the services.

For additional services not included in the above Scope of Services, the Client and ms shall negotiate a scope and fee prior to commencement of Work. Such services shall consist of providing any other services not included in this Agreement or not customarily furnished in accordance with generally accepted engineering practices. Scope items that are considered additional services include, but are not limited to:

- Detailed Design and Construction Administration / Inspection Services

- Wetlands Delineation
- Archaeological Services
- Floodplain Permitting and Coordination
- Preparation or review of environmental assessments and impact statements
- Site Surveys, Property Surveys, and associated descriptions and negotiating for land acquisition and easement rights, except those services specifically identified in the Scope of Services.
- Laboratory tests, well tests, soil borings, geotechnical investigations, or specialized geological, soils, hydraulic or other studies, except those services specifically identified in the Scope of Services.
- Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

**MOTION:**

Commissioner Byrd made a motion to approve the report, seconded by Commissioner McMillian. The motion unanimously passed.

**Agenda Item #28: Water and Sewer District IV: Approval of Option to Purchase Property for Well Site for EDA Grant Project:**

Public Utilities Director Harold Nobles is requesting approval.

STATE OF NORTH CAROLINA  
WELL SITE OPTION AGREEMENT  
COLUMBUS COUNTY

This OPTION AGREEMENT is made this 21st day of November, 2021, by and between MARY LACEY TATE-CORBETT, formerly MARY LACEY TATE, and MILDRED S. TATE, as TRUSTEES of The Charles L Tate, Jr. TUV FBO Mildred S Tate, with an address of 2323 Borough Road, Currie, NC 28435, and MARY LACEY TATE-CORBETT, formerly MARY LACEY TATE, and husband EDWARD M. CORBETT, with an address of 2323 Borough Road, Currie, NC 28435 (hereinafter referred to as "Sellers") and Columbus County Water and Sewer District IV (hereinafter referred to as "Purchaser").

For and in consideration of the sum of One Thousand and 00/100 Dollars (\$1,000.00) in cash paid by Purchaser to Sellers, receipt of which is hereby acknowledged, of the covenants hereinafter contained, and of other good and valuable considerations, it is agreed as follows:

**1. GRANT OF OPTION.** Sellers do hereby grant to Purchaser the exclusive option to purchase, upon terms and conditions hereinafter set forth, 1.00 acre, more or less, and 20 foot easement adjacent to the western boundary of the property located near 21128 Andrew Jackson HWY, Columbus County, North Carolina, being a portion of the property of Tract 3 in deed recorded November 26, 2019, in Book RB 1216, Page 366, of the Columbus County Registry (hereinafter referred to as the "Property") and as more particularly identified on Exhibit A attached hereto and incorporated herein by reference.

**2. TERM AND EXERCISE OF OPTION.** This Option Agreement shall continue from date of the execution of this Agreement by all parties for a period of six (6) months, and shall be exercisable by delivery, by Certified Mail, on or before its expiration, of written notice of exercise to Sellers. Notice of exercise shall be deemed delivered to Sellers when said written notice is placed in the United States Mail as evidenced by the postmark.

**3. PURCHASE PRICE.** The total purchase price is Thirty Thousand and 00/100 Dollars (\$30,000.00) for the Property, as shown on Exhibit A, exclusive of road rights-of-way and wooded low ground as shown on Exhibit A, to be paid by the Purchaser to the Sellers at the time of closing. All sums paid to Sellers by Purchaser as option money shall be credited to the amount due at closing.

**4. TITLE.** Sellers warrant that Sellers are sole owners of the Property, and that the title to the Property is marketable and free from unsuitable restrictions or encumbrances, and that the Property has access to a public roadway for purposes of ingress and egress and installation of utilities. Purchaser shall have sixty (60) days after the date of the last signature to this Option Agreement to examine the title to the Property. If Purchaser identifies any unacceptable title exceptions, it shall give Sellers written notice thereof within ten (10) days after the expiration of the sixty-day title examination period. Sellers shall then have a period of thirty (30) days to cure or correct such title objections(s). If Sellers cannot, or elect not to, correct such defect(s),

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Purchaser shall have the right to terminate this Option Agreement and receive a refund of all sums paid by Purchaser to Sellers.

**5. ENVIRONMENTAL.** This Option Agreement is made contingent upon Purchaser being able to secure an environmental report on the Property that is satisfactory to Purchaser. Sellers warrant that they do not know of any problems or issues of an environmental nature that concern this Property.

**6. USE OF PROPERTY.** This Option Agreement is further contingent upon Purchaser being able to construct a test well which will yield a sufficient quantity of water having an acceptable quality (to be determined by the Purchaser) to provide a potable water supply to the water customers in Columbus County Water and Sewer District IV Water Distribution System. If the above described test well demonstrates that a water supply of sufficient quantity and quality can be developed on this site, it is further agreed that the Purchaser may, at some time in the future, install other water supply and distribution system improvement which may include, but not necessarily be limited to, the following components: permanent deep well water supply, water conditioning structure which will include as a minimum a well house, deep well pump and controls; water conditioning equipment; water disinfection equipment; piping, valves, fittings and controls (both electrical and mechanical); future water storage structures, if necessary; yard piping and devices; landscaping; fencing and all access drives sufficient to provide adequate ingress and egress to the site from the adjacent public right-of-way.

In the event the test well demonstrates that the water supply from this site is of inadequate quantity or quality, the Purchaser will notify the Sellers within 30 days of this determination that the site cannot be used for the purposes intended and immediately begin the restoration of the site to preconstruction conditions.

**7. CLOSING.** The closing under this Option Agreement shall take place in Whiteville, North Carolina, at a time and place mutually agreed upon by the Sellers and Purchaser, provided, however, that said closing shall be set within sixty (60) days after the occurrence of the last of the following: (a) exercise of this Option Agreement; or (b) Purchaser completes title examination showing the title to the Property to be good and marketable, as provided in Paragraph 5 above; or (c) completion of successful test well development as stipulated in Paragraph 6.

**8. DEED.** At the closing, upon the payment of the purchase price by Purchaser, Sellers shall execute and deliver to Purchaser a general warranty deed to the Property, which deed shall convey good and marketable fee simple title to the Purchaser, its successors and assigns, free and clear of all liens, restrictions, easement and rights-of-way. With the delivery of the deed, Sellers shall deliver physical possession of the Property to the Purchaser free and clear of all tenancies. Taxes shall be prorated to the date of closing. Purchaser shall be responsible for payment of any deferred taxes assessed against the Property applicable to any time before the date of closing. Purchaser shall pay for preparation of the deed, the North Carolina excise tax on the transfer and recording fees. Purchaser shall pay for the preparation of plat identified as Exhibit A, title examination and any title insurance. Each party shall pay its own attorney's fees.

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**9. DEFAULT BY PURCHASER.** In the event of the failure of Purchaser to exercise this Option Agreement, all money paid by Purchaser to Sellers shall be retained by Sellers as consideration for the granting of this Option Agreement to Purchaser, and all rights of Purchaser under this Option Agreement shall terminate. If, however, the conditions described in Paragraphs 4 and 5 are not met, Purchaser may elect to terminate this Option Agreement and receive a refund of all sums paid by Purchaser to Sellers.

**10. ASSIGNMENT.** Purchaser shall have the right to assign its rights under this Option Agreement. Purchaser shall deliver to Sellers an executed copy of any such assignment. Sellers agree to close the transaction with Purchaser or such other entity or entities as Purchaser may designate.

**11. NOTICE.** All payment provided for the extension of this Option Agreement and all notices required or permitted herein shall be sent by Certified Mail and shall be addressed:

Sellers: Mrs. Mary Tate-Corbett  
Mr. Edward M. Corbett  
Ms. Mildred S. Tate  
2323 Borough Road  
Currie, NC 28435

Purchaser: Columbus County Water and Sewer District IV  
127 W. Webster Street  
Whiteville, NC 28472

**12. WARRANTIES SURVIVE CLOSING.** The representation and warranties of Sellers contained in Paragraphs 5, 7, and 9 shall survive closing.

**13. BENEFIT.** This Option Agreement shall be binding upon and inure to the benefit of the representatives, successors and assigns of the respective parties hereto.

**14. COUNTERPARTS.** This Option Agreement may be executed in counterparts, and when so executed, each such counterpart shall be deemed to be an original, but all such counterparts shall be deemed to constitute one instrument.

**15. FULL DISCLOSURE.**

1. It is hereby understood by each and every Party to this Option Agreement that this Option Agreement and its terms are fair and reasonable to the Parties here undersigned and are fully disclosed and transmitted, in writing, to each Party to this Option Agreement in a manner that should reasonably be, or have been, understood by each Party; and
2. It is hereby understood by each and every Party to this Option Agreement that each are advised by this section, in writing, that each Party may seek the advice of

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an independent Attorney at Law of their own autonomous choice and each Party is hereby given reasonable opportunity and time to seek said advice; and

3. It is hereby understood, that each Party to this Option Agreement hereby consents, in writing, to the terms of this Option Agreement.

**16. ENTIRE AGREEMENT.** This instrument contains the entire agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this written Option Agreement shall be valid or binding.

**17. GOVERNING LAW.** This Option Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

**18. HEADINGS.** Any heading preceding the text of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Option Agreement, nor shall they affect its meaning, construction or effect.

**19. NON-APPROPRIATION.** All funds for payment by Purchaser under this Option 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 Columbus County Board of Commissioners for the services provided under this Option Agreement, Purchaser will terminate this Option 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 Option Agreement is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Option Agreement, cancellation shall be accepted by Sellers on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and Purchaser shall not be obligated under this Option Agreement beyond the date of termination.

**IN WITNESS WHEREOF,** the parties hereto have caused the execution of this Option Agreement in duplicate originals, to be effective as of the date of signing by the representative for the Columbus County Water District IV.

COLUMBUS COUNTY WATER DISTRICT IV

By: Rich Bullard

11/29/22  
Date of signature

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

Lacie O. Gentry  
(Signature of Finance Director)

11/29/22  
Date

acknowledged that they signed it voluntarily on behalf of The Charles L. Tate, Jr. TUW FBO Mildred S Tate and in the capacity stated, for the purposes therein stated.

Witness my signature and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, North Carolina, do certify that on this the \_\_\_\_\_ day of \_\_\_\_\_, 20, personally appeared before me Mary Lacey Tate-Corbett, formerly Mary Lacey Tate and Edward M. Corbett, proved to me by satisfactory evidence to be the person whose name is signed on the foregoing instrument, and acknowledged that he signed it voluntarily for the purposes therein stated.

Witness my hand and official seal or stamp, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

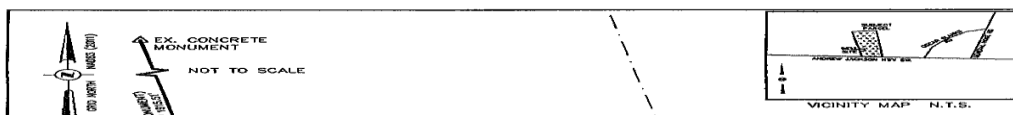
Approved as to form:

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

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

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

Exhibit A





## MOTION:

Commissioner McDowell made a motion to approve the Option to Purchase Property, seconded by Commissioner Byrd. The motion unanimously passed.

### **Agenda Item #29: Water and Sewer District IV: Approval of Task Order No. 6 for Green Engineering for Engineering Services for the EDA Project:**

Public Utilities Director Harold Nobles is requesting for approval.

| TASK ORDER   |  |
|--|--|
| <b>Task Order</b>  |  |
| 1. Background Data   |  |
| a.   | Effective Date of Task Order: _____ 2022.  |
| b.   | Owner: Columbus County   |
| c.   | Engineer: Green Engineering, PLLC  |
| d.   | Specific Project (title): Water System Improvements<br>EDA Investment No. 04-79-07754  |
| e.   | Specific Project (description): Water System Improvements to serve International Logistics Park - EDA Investment No. 04-79-07754 |
| 2. Project Scope   |  |
| This project consists of an expansion of Columbus County's Water District IV's potable water infrastructure to serve the International Logistics Park, Located on Hwy 74/76, to include at a minimum 32,233 linear feet (LF) of 12-inch PVC water main, 4,350 LF of 12-inch ID Directional Bored HDPE/fused PVC water main, and ±3,575 LF 2 through 8 - inch PVC water mains, 33 gate valves (2 through 12 - inch), 18 fire hydrants, two (2) water supply deep wells complete with SCADA and stand-by power generation and appurtenances. |  |
| Green Engineering will provide Professional Engineering and Land Surveying services for the project's planning, design, bidding, construction, and start-up phases as identified in Section 3, Basic Services.   |  |
| 3. Basic Engineering Services  |  |
| A.1.01 Study and Report Phase Services   |  |
| A. As Basic Services, Engineer shall:  |  |
| 1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.  |  |
| a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions:  |  |
| b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.  |  |
| c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.   |  |
| 2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.  |  |
| 3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.   |  |
| 4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.  |  |
| 5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.   |  |

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
  14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
  15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

#### A.1.02 Preliminary Design Phase

##### A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Section 4 — Owner's Responsibilities are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable). Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information

necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

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

#### A.1.03 Final Design Phase

##### A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate,

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2.
  7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

#### A.1.05 Construction Phase

##### A. As Basic Services, Engineer shall:

1. **General Administration of Construction Contract:** Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCOC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. **Resident Project Representative (RPR):** Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work.
3. **Selection of Independent Testing Laboratory:** Assist Owner in the selection of an independent testing laboratory to perform the testing services as required.
4. **Pre-Construction Conference:** Participate in a pre-construction conference prior to commencement of Work at the Site.
5. **Electronic Transmittal Protocols:** If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, photos, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such

protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. **Original Documents:** If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. **Schedules:** Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. **Baselines and Benchmarks:** As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. **Visits to Site and Observation of Construction:** In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. **Defective Work:** Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. **Compatibility with Design Concept:** If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. **Clarifications and Interpretations:** Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. **Field Orders:** Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. **Change Orders and Work Change Directives:** Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

**19. Inspections and Tests:**

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation of the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

**20. Change Proposals and Claims:** (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

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

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract Documents. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer

responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's equipment and systems; and the stated record will keep no responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

**22. Contractor's Completion Documents:** Receive from Contractor, review, and transmit to Owner maintenance and operating Instructions, schedules, guarantees, bonds, certificates or other evidence required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.12. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

**23. Substantial Completion:** Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

**24. Final Notice of Acceptability of the Work:** Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.B) to the best of Engineer's knowledge, information, and belief based on the extent of the services provided by Engineer under the Agreement and this Task Order.

**25. Standards for Certain Construction-Phase Decisions:** Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the procedures, processes, and standards set forth in the Construction Contract Documents. In rendering such decisions and judgments, Engineer will not show partiality to or favor Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

**B. Duration of Construction Phase:** The Construction Phase will commence with the execution of the first Construction Contract Document for the Project and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

**A.1.06 Post-Construction Phase**

**A. As Basic Services, Engineer shall:**

1. Together with Owner, visit the Project to observe any apparent defects in the Work; make recommendations as to replacement or correction of defective Work, if any, or the need to repair or any damage to the site or adjacent areas; and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
2. Together with Owner, visit the Project during the Post-Construction Phase to observe the Contractor's correction period to ascertain whether any portion of the Work or the repair of any damage to the site or adjacent areas is defective and therefore subject to correction by Contractor.

**B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.**

**A.1.07 Commissioning Phase**

**A. As Basic Services, Engineer shall:**

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
3. Prepare operation and maintenance manuals.
4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

**A.1.08 Other Services:** Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

**PART 2—ADDITIONAL SERVICES**

**A2.01 Additional Services Requiring an Amendment to Task Order**

**A. Advance Written Authorization Required:** During performance under a Task Order, Owner may

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of all other documents for the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
  - a. detailed consideration of operations, maintenance, and overhead expenses;
  - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Section 4 — Owner's Responsibilities, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

- a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
  - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
  12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
  13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
  14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
  15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
  16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
  17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
  18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
  19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
  20. Preparation of operation, maintenance, and staffing manuals.
  21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
  22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
  23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

**B. Advance Written Authorization Not Required:** Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
1. Services in making revisions to Drawings and Specifications occasioned by the acceptance or substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

5. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
  6. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
  7. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
4. Owner's Responsibilities
- A. Owner shall:
1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
  2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EICDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
  3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
  4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
    - a. Property descriptions.
    - b. Zoning, deed, and other land use restrictions.
    - c. Utility and topographic mapping and surveys.
    - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
    - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
    - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
    - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
  5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
  6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
    - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
    - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
    - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
  7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
  8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
  9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
  10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Section the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
  11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
  12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
  13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial advisor, or other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
  14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Section 3 – Basic Engineering Services.
  15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
  16. Place and pay for advertisement for Bids in appropriate publications.
  17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
  18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
  19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Section 3 of the Agreement, as required.

7. **Change Proposal**—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
  8. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §59601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §55301 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §56901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §52601 et seq.; (e) the Clean Water Act, 33 U.S.C. §51251 et seq.; (f) the Clean Air Act, 42 U.S.C. §57401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  9. **Construction Contract**—The entire and integrated written contract between Owner and Contractor concerning the Work.
  10. **Construction Contract Documents**—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
  11. **Construction Contract Price**—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
  12. **Construction Contract Times**—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
  13. **Construction Cost**—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
  14. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
  15. **Consultants**—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
  16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
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17. **Documents**—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
  18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
  19. **Effective Date of the Agreement**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
  20. **Effective Date of the Task Order**—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
  21. **Engineer**—The individual or entity named as such in this Agreement.
  22. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
  23. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
  24. **Owner**—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contract concerning Specific Projects.
  25. **Record Drawings**—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
  26. **Resident Project Representative**—The authorized representative, if any, of Engineer assigned to assist at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
  27. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
  28. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
  29. **Site**—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
  30. **Specifications**—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

The Effective Date of this Task Order is November 21, 2022

OWNER: Columbus County

By: Rich Bullard

Print Name: Rich Bullard

Title: Chairman

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Gail Edwards

Title: Assistant County Manager

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

E-Mail Address: gedwards@columbusco.org

Phone: 910-640-6630

ENGINEER: Green Engineering, PLLC

By: E. Leo Green

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

Title: Managing Member

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

State of: North Carolina

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: E. Leo Green, P.E.

Title: Managing Member

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

E-Mail Address: elg@greeneng.com

Phone: 252-237-5365

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

David Jacoby 11/21/22  
(Signature of Finance Director) Date

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## **MOTION:**

Commissioner McMillian made a motion to approve the Option to Purchase Property, seconded by Commissioner Watts. The motion unanimously passed.

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

At 7:35 P.M., Commissioner McDowell made a motion to adjourn the combination meeting of Columbus County Water and Sewer District I, II, III, IV and V Board Meeting, Second by McMillian. The motion unanimously passed.

## **Agenda Item #30: COMMENTS:**

Chairman Bullard opened the floor for comments. The following spoke:



**A. Board of Commissioners:**

1. **Commissioner Watts** stated the following:

Congratulated Vice-Chairman McMillian and Commissioner McDowell. It's been a pleasure to work with you. Thank you Commissioner McDowell on your advice when I first came into office. We will miss you!

2. **Commissioner Byrd** stated the following:

It's been a pleasure work with you. Commissioner McMillian I told you that we are supposed to have seven different opinions, but I assured you our differences would not carry over from one item to the next. I have tried to do that even though we disagree a lot we moved on to the next one and didn't hold over anything. Charles you will get back on time to eat your supper. Thank you for your championship and working together on the board.

3. **Commissioner Coleman** stated the following:

Charles and Jerome, it's been a pleasure and I've appreciate the opportunity to work with you! He also encouraged the employees and citizens to enjoy their holidays and be thankful for what we got. He also thanked the employees for their work with the County.

4. **Commissioner Smith** stated the following:

He thanked Jerome and Charles and told them he had learned a lot from them.

He thanked Ms. Jacobs for taking the position has Finance Director.

He thanked County Administration staff for outpouring love and support for the recent loss of my wife.

5. **Commissioner McDowell** stated the following:

Thanksgiving is a time to give thanks for what you have. Sometimes you don't realize what you have until you lose it. Mr. Smith and I have that in common, as my wife passed away two months after I was sworn in. Cherish your family and make time for one another and always communicate with one another. Tell them you love and how much they mean to you. He thanked the Columbus County Board of Education for nominating the Board of Commissioners for an award and allowing them to go to Greensboro and accept this award they nominated us for. I do appreciate that! He thanked everyone for his 12 years as County Commissioner. He thanked Gail Edwards for always being his steady and he knew he could always count on her.

6. **Commissioner McMillian** stated the following:

He thanked everyone and wished them a happy and safe holiday.

7. **Commissioner Bullard** stated the following:

He thanked Commissioner McMillian and Commissioner McDowell and said words cannot express how much he thought of these two men. You have done a good job and have been dedicated to the position. You stood up for what you thought was right. I respect a man that can stand on his own two feet for what is right and still be friends and not let that divide us. He wished everyone a Happy Thanksgiving and tell your family you love them and be safe. He thanked Gail Edwards for always helping out. Commissioner Bullard presented the Award for being nominated for the Commissioners of the Year through the North Carolina School Board Association to County Manager Eddie Madden and the Commissioners. It was a privilege to bring this back to Columbus County. He welcomed Lacie Jacobs to the team.

**B. County Manager Eddie Madden** stated the following:

- Mr. Madden stated what an honor and privilege it was to work along beside Mr. McMillian and Mr. McDowell. Two Statesmen, honorable, committed and dedicated to seeing the organization and County move forward. It has been my privilege to have served as your manager during this short period of time. It has been an honor and privilege and I appreciate both of you very much! We are here for you and I know you will be here for us if we call on you. Thank you for much!
- We were able to open bids on November 17th for the Historic Courthouse. Three bids in total were received. All three were over budget. Our architect is reviewing the bid tabulation. Steering away from value engineering. Because we already have a diminishing project as it is. We do plan on making a recommendation to the Board as early as December 5<sup>th</sup> to award that contract.
- Mr. Madden reiterated on the recognition the Board of Commissioners received from the North Carolina School Board Association. One award is giving out of 100 Counties and Columbus County received it. It is a tremendous honor.
- Mr. Madden acknowledged Gail Edwards and the Veterans' Committee for their good works on the first ever Veterans' Day Parade Downtown Whiteville. It was outstanding! It was a welcome opportunity to recognize our Veterans.
- The Swearing-In Ceremony for the incoming Board Members will be held December 5<sup>th</sup>, at 5:00 P.M. at the Historic Courthouse.
- He announced the Clerk to the Board's position is vacant and that position is posted on the County's website.
- Commissioner Coleman and Commissioner Elect Barbara Featherson attended the North Carolina Legislative Goal Conference in Raleigh. That happens every two years and I appreciate them taking time out of their busy schedule to attend the conference.
- Everyone have a safe and happy holiday and be sure to spend time with your families, and our extend work family. Happy Thanksgiving!
- We attended the Ribbon Cutting today for the New Duke Energy Substation in Downtown Whiteville.

Agenda Item #31      **ADJOURNMENT:**

At 8:53P.M. Commissioner McMillian made a motion to adjourn, seconded by Commissioner McDowell. The motion unanimously passed. These minutes were typed by Natalie Carroll, Special Projects Coordinator.

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NATALIE CARROLL, Special Projects Coordinator

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RICKY BULLARD, Chairman

