**COLUMBUS COUNTY BOARD OF COMMISSIONERS**
**Monday, January 6, 2025**
**5:30 P.M. – Closed Session**
**6:30 P.M. – Regular Session**

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

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

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

**APPOINTEES ABSENT:**

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

**At 5:30 P.M. Chairman Lavern Coleman called the regular session meeting to order.**

**RECESS REGULAR SESSION and enter into CLOSED SESSION in ACCORDANCE with N.C.G.S. § 143-318.11(A)(3) ATTORNEY-CLIENT PRIVILEGE, N.C.G.S. § 143-318.11(A)(4) ECONOMIC DEVELOPMENT, and N.C.G.S. § 143-318.11(A)(6) PERSONNEL**

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

**Agenda Item #2: CLOSED SESSION IN ACCORDANCE WITH N.C.G. 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:**
Commissioner Watts 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 pending litigation, (1) matter of possible future litigation, and (1) matter regarding Economic Development.

**MOTION:**

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

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

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

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

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

**MOTION:**
Commissioner Byrd made a motion to approve the Agenda with discussed Add-on #20d, seconded by Commissioner Smith. The motion unanimously passed.

**Agenda Item #6: BOARD MINUTES APPROVAL:**
a. November 18, 2024 Regular Session

**MOTION:**
Commissioner Watts made a motion to approve seconded by Commissioner Featherson. The motion unanimously passed

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

**Agenda Item #8**: **ADMINISTRATION – EMPLOYEE OF THE YEAR:**
County Manager Eddie Madden recognized the Employee of the Year, Maintenance Supervisor with the Sheriff's Office, Glenn C. McPherson.

**Agenda Item #9**: **PRESENTATION – ECONOMIC DEVELOPMENT YEAR-TO-DATE REPORT**:
Economic Development Director Gary Lanier and Dylan Bowen gave the year-to-date report on 2024 completed projects and 2025 upcoming projects.

***the power point with the full report is housed in the Clerk's Office***

**Agenda Item #10**: **PLANNING DEPARTMENT– APPROVAL TO ADD VAPE, TOBACCO, AND HEMP RETAIL SHOPS TO LIST OF REGULATED USES REQUIRING A SPECIAL USE PERMIT:**
Economic Development / Planning Director Gary Lanier requested approval to add Vape, Tobacco, and Hemp Retail Shops to list of Regulated Uses Requiring a Special Use Permit.

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

A TEXT AMENDMENT TO AMEND THE LAND USE REGULATIONS ORDINANCE OF COLUMBUS COUNTY, NC, ALSO KNOWN AS CHAPTER 10, PART 2 – LAND USE REGULATIONS ORDINANCE, ARTICLE 8, SECTION 2 (REGULATED USES) OF THE CODE OF ORDINANCES BY ADDING VAPE, TOBACCO, AND HEMP RETAIL SHOPS TO THE LIST OF REGULATED USES REQUIRING A SPECIAL USE PERMIT

WHEREAS the Board of Commissioners wishes to amend the Land Use Regulations Ordinance of the County and the Code of Ordinances to regulate the establishment of Vape, Tobacco, and Hemp Retail Shops within Columbus County, and

WHEREAS the Board of Commissioners is empowered to require certain type of land uses to obtain a Special Use Permit after receiving input from the Public in order to be established, and

WHEREAS the Board of Commissioners, in a separate motion, reviewed the Comprehensive Land Use Plan and determined that the amendment is consistent with the plan and reasonable; and,

THEREFORE, **CHAPTER 10, PART 2 – LAND USE REGULATIONS ORDINANCE, ARTICLE 8, SECTION 2 (REGULATED USES)** is hereby amended to add the following to the list of regulated uses requiring a Special Use Permit and the approval by the Board of Adjustments:

*"Vape, Tobacco, and Hemp Retail Shops" as defined in Chapter 10, Part 2 – Land Use Regulation Ordinance, Article 9 – Special Development Standards: Standard D – Vape, Tobacco, and Hemp Retail Shop Requirements*

**Agenda Item #11**: **PLANNING DEPARTMENT – APPROVAL OF THE PROFESSIONAL SERVICES CONTRACT AND CAPITAL PROJECT ORDINANCE WITH BYRDSON SERVICES LLC FOR THE FLOODPLAIN MITIGATION ASSISTANCE (FMA) 2020 GRANT:**

EDC/Planning Director Gary Lanier requested approval of the professional services contract and associated Capital Project Ordinance with Byrdson Services LLC for administration of the Floodplain Mitigation Assistance (FMA) 2020 Grant with modifications approved by the County Attorney and County Manager.

**MOTION:**

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

**COLUMBUS COUNTY, NORTH CAROLINA**
**Ordinance making appropriations to the Floodplain Mitigation Assistance (FMA) 2020 Grant**
**for the Fiscal Year beginning July 1, 2024**

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

**Section 1:** The following amounts are hereby made to the Floodplain Mitigation Assistance (FMA) 2020 Grant pursuant to G.S. 159 -13.2 for the fiscal year beginning July 1, 2024.

| | | | |
|---|---|---|---|
| Source of Revenue | | | |
| | 37-3303-432330 | FMA 2020 BUY OUT GRANT | $ 1,274,802.00 |
| Total Estimated Revenues | | | $ 1,274,802.00 |
| | | | |
| Project Appropriations | | | |
| | 37-4547-549892 | SOFT COSTS | $ 42,000.00 |
| | 37-4547-549898 | HARD COSTS | $ 173,872.00 |
| | 37-4547-549966 | PROPERY ACQUISTION | $ 1,058,930.00 |
| Total Project Appropiations | | | $ 1,274,802.00 |

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

**Section 3:** The Finance Director is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to satisfy all applicable regulations. The terms of any financing agreement also shall be met.

**Section 4:** The County desires to expend its own funds for the purpose of paying certain costs of various projects, for which expenditures the County reasonably expects to reimburse itself from the proceeds of debt to be incurred by the County.

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

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

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

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

This Project shall become effective on January 6, 2024.
ADOPTED, this 6th day of January, 2024

***THE FULL FMA CONTRACT WITH BYRDSON SERVICES LLC. IS HOUSED IN THE CLERK'S OFFICE***

**Agenda Item #12**: **ECONOMIC DEVELOPMENT – APPROVAL OF THE LEASE WITH FARM BUREAU REGARDING THE PICKNEY STREET BUILDING:**

EDC/Planning Director Gary Lanier requested approval of the lease between Columbus County and Farm Bureau regarding the Pickney Street Building with modifications approved by the County Attorney and County Manager.

**MOTION:**

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

**NORTH CAROLINA**

**COLUMBUS COUNTY** **LEASE AGREEMENT**

THIS LEASE AGREEMENT, entered into by and between the COUNTY OF COLUMBUS, a North Carolina political subdivision, hereinafter called "LESSOR," and NC FARM BUREAU MUTUAL INSURANCE COMPANY, INC. a , a business corporation organized under the laws of the State of North Carolina, having its principal place of business in Wake County, North Carolina and doing business in Columbus County, North Carolina hereinafter called "LESSEE."

W I T N E S S E T H :

WHEREAS, subject to the terms and conditions herein set out, LESSOR does hereby let and lease unto LESSEE, and LESSEE does hereby accept as a tenant of LESSOR the following described property:

Located at 810 Pinckney Street, Whiteville, NC 284729

Being the same property transferred in a Deed from Truist Bank, a NC Banking Corporation and successor in interest to United Carolina Bank, to County of Columbus recorded on June 30, 2021, in Book 1261, Page 454-461 of the Columbus County Registry.

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

1. Term of Lease. The term of this Lease Agreement shall be for a period of six (6) months from January

17, 2025 (hereinafter "Start Date") to July 16, 2025 (hereinafter "Termination Date"), subject to prior termination pursuant to this Lease Agreement.

2. Option to Renew. At the end of the Lease term, if Tenant is not in breach of any provision of this Lease Agreement, it shall have the option to extend this lease on a month-to-month basis for up to six (6) months under the same terms and conditions as set forth herein. To exercise this option, Tenant shall provide Landlord at least 30-days written notice of its intent to extend the Lease.

3. LESSOR'S Responsibilities

Lessor will be responsible for repair and upkeep of exterior walls, roof and parking area of the premises . Lessor shall also keep the HVAC system servicing the premises in good working order, including needed repairs or replacement.

LESSEE's Responsibilities.

a. LESSEE will be responsible for reasonable maintenance of the interior of the premises, including housekeeping and mowing, of the rental property necessary to maintain the rental property in its present condition, ordinary wear and tear excepted. No alterations or changes shall be made without the prior written consent of LESSOR. LESSOR and LESSEE will negotiate major maintenance and renovation needs, as exclusively determined by LESSOR.

b. LESSEE shall pay all utility bills incurred in connection with the use of the rental property during the term of this Lease Agreement, including, but not limited to water, sewer electricity and communications services. To the extent practicable, the parties will cause such utility charges to be billed directly to Lessee by the service provider. Any such utility services billed to Lessor shall be paid by Lessor and shall be fully reimbursed to Lessor by Lessee within thirty (30) days of Lessee's receipt of an invoice referencing Lessors payment of such expense.

c. Upon termination of this Lease Agreement, LESSEE shall remove all items of goods and/or equipment purchased by LESSEE.

3. Payment. LESSEE shall pay LESSOR the sum of Two Thousand and Five Hundred 00/100 Dollar ($2,500.00) monthly, to be paid on the first day of the month.

4. Indemnity. LESSEE shall indemnify and hold LESSOR, its agents and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorneys' fees, on account of property

damages arising out of or relating to the rental property, resulting from the negligence of or the willful act or omission of LESSEE, its agents, employees and assigns to the extent possible by law.

LESSOR hereby agrees it shall indemnify and hold LESSEE harmless from all claims, demands causes of actions, or other liability, including attorney's fees, resulting from or on account of property damages arising out of or relating to the services to be performed by LESSOR's employees hereunder, resulting from the negligence of LESSOR's employees to the extent possible by law.

5. Binding Effect. This Lease Agreement shall be binding upon the parties

hereto, and their heirs, successors, executors, administrators and assigns.

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

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

**To LESSOR:**
Columbus County Administration
**Attention:** County Manager
127 W. Webster Street
Whiteville, NC 28472

**To LESSEE:**
NC Farm Bureau Mutual Insurance Company, Inc.
**Attention:** Anthony Neff, Director of Corporate Resources
Post Office Box 27427
Raleigh, NC 27611

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

9. Amendments. This Lease Agreement shall not be modified or otherwise

amended except in writing signed by the parties.

10. Termination.

a. This Lease Agreement may be terminated at any time by either party, without penalty, provided that written notice of such termination is furnished to the other party at least sixty (60) calendar days prior to termination.

b. Should LESSEE cease to exist or disband, then all rights to the use of the rental property will cease and this Lease Agreement will be terminated.

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

12. Full Disclosure

a. It is hereby understood by each and every party to this Lease Agreement that this Lease 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 Lease Agreement in a manner that should reasonably be, or have been, understood by each party; and

b. It is hereby understood by each and every party to this Lease Agreement are each advised by this section, in writing, that each party may seek the advice of 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

c. It is hereby understood, that each party to this Lease Agreement hereby consents, in writing, to the terms of this Lease Agreement.

**Agenda Item #13**: **ECONOMIC DEVELOPMENT – APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN COLUMBUS COUNTY AND THE COLUMBUS JOBS FOUNDATION ON A 38 ACRE PARCEL IN THE SOUTHEAST REGIONAL PARK:**

EDC/Planning Director Gary Lanier requested approval of the memorandum of understanding (MOU) between Columbus County and the Columbus Jobs Foundation on a 38-acre parcel in the Southeast Regional Park as required by Golden Leaf with modifications approved by the County Attorney and County Manager.

**MOTION:**

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

**Agenda Item #14**: **EMERGENCY SERVICES – ACME DELCO RESCUE UPDATE REGARDING STAFFING ISSUES:**

Emergency Services Director David Ransom requested discussion regarding Acme Delco EMS staffing issues.

***Below is a summary of what Attorney Alex Dale representing Acme Delco Rescue commented:***

My name is Alex Dell, and I am the attorney for ADR. I've represented ADR for many years. We're here today because we were asked to address questions about staffing, and we're happy to do so.

As Mr. Ransom mentioned, ADR is facing staffing challenges similar to those other industries are experiencing. Inflation has affected everyone, and people are seeking higher wages. In comparison, Brunswick County pays $5 more per hour for a basic position and $8 more per hour for a medic. Nearby counties like Pender and New Hanover also offer higher wages. These staffing challenges are not unique to ADR; they've been prevalent across various sectors over the past year.

That said, ADR has remained fully compliant with its contract. The contract requires maintaining necessary staffing at all times, and ADR has consistently met that requirement. There has not been a single instance where ADR was unable to respond to a call due to staffing issues.

However, I believe there may need to be a discussion—likely with this board at some point—about funding. Given ADR's location, its proximity to other counties, and the mobility of the workforce, additional funding might be necessary. We're open to beginning that conversation with the county manager if needed.

I want to emphasize that ADR's staffing challenges are no different from those faced by others in this field. Coming into this meeting, we weren't entirely sure of the specific topics to be discussed. As an attorney, I was particularly concerned about the possibility of discussing individual staff or employee complaints, as that could require a different approach.

In any case, we are here to answer any questions you may have, to the best of our ability. We all understand that staffing and financial constraints are tough for everyone—whether it's ADR, the county, or other emergency services.

There was a time when volunteers and neighbors would step in to help run fire trucks or respond to emergencies, but things have changed. We appreciate the hard work of all emergency responders, and I, for one, want to thank you for everything you do.

If anyone has anything else they'd like to add, we are committed to continuing to work together and ensuring these issues are addressed effectively. Thank you, and we're happy to keep the dialogue going to resolve any concerns.

**Agenda Item #15**: **HEALTH SERVICES - APPROVAL OF HEALTH DEPARTMENT CONTRACT WITH NUTRITION PLUS:**

Health Services Director Kim Smith requested approval of Health Department Contract with Nutrition Plus for a Dietician. Funds for the contract is included in the Women, Infant and Children's budget. No local appropriations needed.

**MOTION:**

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

CONTRACTUAL AGREEMENT
BETWEEN
NUTRITION PLUS
AND
COLUMBUS COUNTY HEALTH DEPARTMENT

***FOR THE PURPOSE OF PROVIDING DIETETIC CONSULTATION, OVERSIGHT, AND CLINICAL NUTRITION ASSESSMENTS FOR***

***COLUMBUS COUNTY HEALTH DEPARTMENT***

This agreement, entered into **January 1st, 2025** by and between ***COLUMBUS COUNTY HEALTH DEPARTMENT*** hereinafter called the "Agency", and NUTRITION PLUS, hereinafter called the "Provider", shall commence upon contract agreement and shall be renewable annually with the option of a five percent rate increase. This agreement shall be for the purpose of providing professional services as named or described above, subject to the provision and clauses herein set forth, which shall be incorporated in, and provided to the Agency by the Provider.

THE PROVIDER AGREES TO:

1. Provide Nutritionist/Dietitian(s) that meet or exceed the current requirements for a Nutritionist I classification by the NC Office of State Personnel. The minimum education and experience for a Nutritionist I is as follows:
   Graduation from a Commission on Accreditation for Dietetics Education – approved Didactic Program in Dietetics; or Dietetic Technician, Registered with the Commission on Accreditation for Dietetics Education with a Bachelor's degree in any subject area from an accredited four-year college or university; or a Bachelor's of Science degree in Dietetics, Public Health Nutrition or Community Nutrition from an accredited four-year college or university; or Master's Degree in Nutrition or Public Health from an accredited university. As well be trained in and will be competent in the CPA role in the Crossroads data system.

2. Perform all duties and responsibilities to provide the clinical services as described by the Agency (Details to be provided by the agency, see #1 under the agency agrees to be provided as described.)

3. Cooperate with medical staff and medical providers in assessing, planning, and implementing nutrition care for patients/residents.

4. Provide nutritional services on days specified and agreed by both parties through the end of this agreement.

5. Provide a back-up Dietitian at no cost to the Agency if the assigned Dietitian



is not available to handle duties described in this agreement. If the provider is unable to provide services on a scheduled day that can be rescheduled; by the primary or secondary provider, due to good cause; the missed day may be made up on the first available day that can be rescheduled/agreed by both parties.

6. Accept as payment for services an hourly fee of _$50.00___ per hour. For MNT Consultation. The amount of hours needed per week is not to exceed _8_ hours, with a maximum of 1 day per week for 26 weeks of service. This amount is not to exceed $10,400 per contract period.

7. Bill the Agency at the end of each calendar month for services provided during the preceding month, which the Agency shall pay within 30 days, unless otherwise agreed by both parties. If payment is not made within 30 days, the Agency shall pay a penalty of 1 and 1/2 % per month until payment is received.

8. Provide the state, USDA, the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of the Provider which are directly pertinent to the contractual agreement, for the purpose of making audit, examination, excerpts, and transcriptions. The Provider shall maintain all required records for five years after the Agency makes final payments and all other pending matters are closed.

9. The provider is only responsible for work performed based on the information provided and is not responsible for any agency acts or omissions.

'HE AGENCY AGREES TO:

1. Provide a copy of the Department's and WIC program's policy and procedures and any ongoing training required in addition to satisfy Provider's obligation under #1 above.
2. Evaluate the performance of the Provider to ensure compliance with the terms of this agreement.
3. Provide a work area, equipment and materials at all sites.
4. Make available all records and information relevant to the patients for the proposed services provided. The Provider must maintain these records in accordance with the policies of the Agency.
5. Not suffer any additional expense due to a substitute Nutritionist/Dietitian carrying out the duties of the Provider.
6. Provide monthly payment at the hourly rate of _$50.00_for services rendered under the terms of this agreement as billed within thirty (30) days of billing and agree to 1.5% interest rate addition if payment is not made within 30 days. The amount of hours needed per week is not to exceed 8_ hours, with a maximum of 1 day per week for 26 weeks service. This amount is not to exceed $10,400 per contract period.
7. Refer all clients / patients to be seen by the provider to the provider.

All parties to the contract agree to abide by all laws and regulations governing the confidentiality of patient information and further agree to safeguard privileged information.

Either party may terminate the contract by giving 30 days written notice or a date mutually agreed upon by both the agency and the department.

**Insurance and Liability.** Throughout the term of this Agreement, each party shall, at its own expense, maintain professional liability, negligence, public liability and/or property damage insurance with liability limits in the amount of One Million Dollars ($1,000,000.00) for a single occurrence and Three Million Dollars ($3,000,000.00) in the aggregate, insuring for any liability or damages by reason of any injury or loss to any person or persons or property, regardless of kind or owner, from any cause arising from the acts or omissions, including, without limitation, negligence or other misconduct, of the Provider. In no way and under no circumstances shall the Agency be responsible for providing professional liability, negligence, public liability and/or property damage insurance for, nor shall Agency be liable for, any cause of action or claim arising from the acts or omissions of Provider in the performance or nonperformance of his duties as an attending physician to any patient of Provider, nor shall the Agency be responsible for Provider's activities, including the provision of medically related services, which are outside the course and scope of Provider's authority or duties as defined herein. In the event party's insurance coverage is of the "claims made" type, such party agrees to provide satisfactory evidence of "tail" insurance covering all acts and omissions with respect to services rendered hereunder. Each party shall notify the other party thirty (30) days in advance of any material change in coverage. Upon the execution of this Agreement, upon any renewals thereof, and upon the request of the Agency, Provider shall provide the Agency with a certificate of insurance or other written instrument acceptable to the Agency evidencing the requisite minimum coverage.

**Indemnification**

**Indemnification of Provider.** The Agency agrees to indemnify and hold harmless Provider from and against any and all liabilities, claims, demands, suits, actions, causes of action, or any other legal proceeding arising out of, or related to any negligent or intentional act or omission by the Agency or its directors, officers, employees, agents, or assigns. The Agency agrees to pay all losses, damages (actual and exemplary), costs, expenses, invoices, and bills (including reasonable attorneys' fees, only if such attorneys are approved by the Agency) incurred by Provider as a result of any such negligent or intentional act or omission by the Agency or any director, officer, employee, agent, or assign thereof.

**Indemnification of the Agency.** Provider agrees to indemnify and hold harmless the Agency and its directors, officers, employees, agents, and assigns from and against any and all liabilities, claims, demands, suits, actions, causes of action, or any other legal proceeding arising out of, or related in any way to, any negligent or intentional act or omission by Provider. Provider agrees to pay all losses, damages (actual and exemplary), costs, expenses, invoices, and bills (including reasonable attorney's fees) incurred by the Agency and its directors, officers, employees, agents, and assigns as a result of any such negligent or intentional act or omission by Provider.

**Obligations and Activities of Provider as Business Associate of the Agency (HIPAA).**

**Use and Disclosure Obligations.** Provider shall comply with the applicable regulations promulgated by the U.S. Department of Health and Human Resources in parts 160 and 164 of Title 45 of the Code Federal Regulations pursuant to the Administrative Simplification provisions of Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). As the Business Associate (as that term is defined at 45 C.F.R. § 160.103) of the Agency, Provider shall only use and/or disclose Protected Health Information ("PHI") that is received from the Agency or that Provider creates or receives on behalf of the Agency pursuant to this Agreement only as provided herein. For purposes of this Agreement, PHI shall have the meaning set forth in 45 C.F.R. § 160.103 and § 160.501, as amended. Nothing in this Agreement shall be construed to authorize Provider to use or disclose PHI in a manner that would violate HIPAA if so used or disclosed by the Agency.

All activities under this contract will be conducted in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C.2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex (including gender identity and sexual orientation), or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which Federal financial assistance is received for the administration of the WIC Program; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement. By providing this assurance, the contractor agrees to compile data, maintain records and submit records and reports as requested by the Community Nutrition Services Section to permit effective enforcement of the nondiscrimination laws, and to permit the Community Nutrition Services Section personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Community Nutrition Services Section shall have the right to seek judicial enforcement of this assurance. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for the purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreement made in this assurance. The contract may be renewed annually upon the mutual agreement of both parties. Any renewal shall be negotiated 30 days prior to the beginning of the contract period.

**Entire Agreement; Modification.** This Agreement, including any addenda attached hereto, contains the entire understanding of the parties and can be modified only by a written document signed by both parties hereto. Neither party to this Agreement has made any representation or warranty relating to this Agreement or the subject matter hereof except those specifically contained in writing in this Agreement.

**Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**Governing Law.** This Agreement and the interpretation, construction, and enforcement hereof shall be and interpreted pursuant to the laws of the state in which the Agency is located, without giving effect to the conflicts of law provisions thereof.

**Headings.** The section and paragraph heading contained in this Agreement are for reference purposes only and will not affect the meaning of the Agreement.

All notices and other communications required or permitted under this Agreement will be in writing and will be deemed to have been made when mailed by first class, postage prepaid registered mail, return receipt requested, or when delivered by hand, overnight delivery service or confirmed facsimile transmission to the following address:

**Columbus County Health Department**
**304 Jefferson Street**
**Whiteville, NC 28472**

**Contractor:** **Nutrition Plus**
**Attn: Christie Nicholson**
**PO Box 383**
**Greenville, NC 27835**
**Christie@nutrition-plus.com**

**Counterparts.** This Agreement may be executed in numerous counterparts, each of which will be deemed to be an original, but all of which shall constitute one and the same agreement.
This agreement may be reviewed at any time and will be reviewed at least annually.

All parties to the contract agree to abide by all the laws and regulations governing the confidentiality of patient information and further agree to safeguard privileged information.

In accordance with Federal Law and US Department of Agriculture Policy, all parties prohibit discrimination on the basis of color, race, national origin, sex, age or disability.

The Agency may, from time to time request changes in the scope of services of the Provider to be performed under this agreement. Such changes including any increase or decrease in the amount

5

of the provider compensation which are mutually agreed upon by and between the Provider and the Agency shall be incorporated in a written amendment to this contract.

The Provider shall operate independently and the Agency shall not be responsible for any of the Providers acts or omissions. The Agency agrees to hold the Provider harmless from and against any, and all claims made or liability for acts or omissions for the Agency. As well, the Provider agrees to hold the Agency harmless from and against any, and all claims made or liability for acts or omissions for the Provider. By act or omission of the Agency which would involve time by the Provider; due compensation for time spent in consultation be paid by the Agency.

The Provider shall meet the *Standards for Privacy of Individually Identifiable Health Information* ("Privacy Regulation") promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") impose upon covered entities a variety of new obligations with respect to their use, disclosure, and maintenance of protected health information ("PHI").

In witness whereof, the PROVIDER and AGENCY have executed this agreement in duplicate original, which is retained by each of the parties.

Christie Nicholson

| | |
|---|---|
| _____ | Christie Nicholson, MS, RDN, LDN |
| Name | President |
| Health Director | Nutrition Plus |
| Columbus County Health Department | |
| _____ | 12/06/2024 |
| Date | Date |

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

_____ County Finance Officer

_____
Date

By: _____ Date: _____
Columbus County Board of Commissioners
Chairman

6

**Agenda Item #16**: **<u>SHERIFF'S OFFICE/DETENTION CENTER – APPROVAL OF THE QUOTE AND TO USE GRANT FUNDS FOR PERIMETER FENCING AROUND THE SHERIFF'S OFFICE DETENTION CENTERS:</u>**

Logistics Captain Robert Creech requested approval of the quote and to use the NC Department of Public Safety Detention Center grant funds for perimeter fencing around the Sheriff's Office Detention Centers in the amount of $189,225

**MOTION:**

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

**Acme Fence Company, Inc.**
**P O Box 35166 / 5323 Bragg Blvd.**
**Fayetteville, NC 28303**

November 25, 2024

Columbus County Sheriff Office
Attn: Captain Robert Creech
817 Washington Street
Whiteville, NC 28472

via: email
rcreech@columbussheriff.com

Thank you for the opportunity to meet with you and discuss the fence requirements. Based upon the site visit and our conversation, we propose to furnish and install the following:

3,415 feet of 8' tall 9 ga perimeter fence to include 3 strands barbed wire, 18" razor ribbon at top, four (4) 20' single cantilever gates with automation, And two (2) double swing gates (20' opening for each gate).

**Scope of Work**

This proposal encompasses the following:

**1. Perimeter Fence**

- **Extent:** 3,415 linear feet of 8' tall, 9-gauge galvanized chain-link fence.
- **Security Enhancements:** 18" razor ribbon at the top, 3 strands of 12.5-gauge barbed wire.
- **Posts:** 4" Schedule 40 gate posts, 2.5" SS 40 line posts, 3" SS40 terminal posts.
- **Framework:** 1 5/8" SS40 top rail, #7 bottom tension wire.
- **Gates:**
  - Four (4) 20' single cantilever gates with automation (as detailed below).
  - Two (2) 20' double swing gates.

**2. Evidence Area Fence**

- **Material:** 6' tall, 11-gauge galvanized chain-link fence with barbed wire to match existing fence. **Gate:** 18' roll gate.

**3. Gate Automation (for Cantilever Gates)**

- **Operators:** Viking H10 operators for reliable performance.
- **Safety Features:** Two (2) Emron photocells per gate for enhanced safety.
- **Access Control:** Free exit loop for convenient egress.
- **Mounting:** 42" gooseneck stands with 4" bollards for stability and security.

**Exclusions**

Please note that this proposal excludes the following:

- **Site Preparation:** Grading, clearing, or other site preparation work.
- **Electrical Work:** High-voltage wiring (120V) to the automation systems.
- **Access Control Systems:** Card readers, keypads, intercoms, and associated wiring.

**TOTAL $189,225.00**

We are available to answer any questions you may have and schedule a meeting to finalize the project details. We appreciate your consideration and look forward to the opportunity to work with you.

Sincerely,

David N Davis
President

**Agenda Item #17**: **<u>SHERIFF'S OFFICE/DETENTION CENTER – APPROVAL OF FOUR (4) ADDITIONAL POSITIONS:</u>**

Logistics Captain Robert Creech requested approval of four (4) additional positions for the Detention Center

**MOTION:**

Commissioner Bullard made a motion to postpone the consideration for the additional positions until the FY 25/26 Budget, seconded by Commissioner Byrd. The motion unanimously passed.

**Agenda Item #18**: **<u>EMERGENCY SERVICES – APPROVAL OF CHANGE ORDER #3 FROM THOMAS CONSTRUCTION FOR THE 911 CENTER PROJECT WINDOW INSTALLATION:</u>**

Emergency Services Director David Ransom requested approval of change order #3 with Thomas Construction in the amount of $30,174 for the 911 Center Project for the installation of six (6) Level IV windows.

**MOTION:**

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

Thomas

# PCO #003

Thomas Construction Group LLC
1022 Ashes Drive Suite 200
Wilmington, North Carolina 28405
Phone: +19107992295

**Project:** 24-10-0439 - Columbus Cty 911 Ctr
131 W. Webster Street
Whiteville, North Carolina 28472

## Prime Contract Potential Change Order #003: Additional Level IV Windows 911

| | | | |
|---|---|---|---|
| **TO:** | Columbus County<br>127 West Webster Street<br>Whiteville, North Carolina 28472 | **FROM:** | Thomas Construction Group LLC<br>1022 Ashes Drive Suite 200<br>Wilmington, North Carolina 28405 |
| **PCO NUMBER/REVISION:** | 003 / 0 | **CONTRACT:** | 24-10-0439 - Columbus Cty 911 Ctr |
| **REQUEST RECEIVED FROM:** | | **CREATED BY:** | Noah Price **(Thomas Construction Group LLC)** |
| **STATUS:** | Pending - In Review | **CREATED DATE:** | 12/19/2024 |
| **REFERENCE:** | | **PRIME CONTRACT CHANGE ORDER:** | None |
| **FIELD CHANGE:** | No | | |
| **LOCATION:** | | **ACCOUNTING METHOD:** | Amount Based |
| **SCHEDULE IMPACT:** | 0 days | **PAID IN FULL:** | No |
| **EXECUTED:** | No | **SIGNED CHANGE ORDER RECEIVED DATE:** | |
| | | **TOTAL AMOUNT:** | $30,174.39 |

**POTENTIAL CHANGE ORDER TITLE:** Additional Level IV Windows 911

**CHANGE REASON:** Owner Request

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*
Additional Level IV Windows 911
PCO for (6) Additional Level IV Windows at 911 Center per Owner Request

**ATTACHMENTS:**
P24-01436_63869011061.pdf

| # | Budget Code | Description | Amount |
|---|---|---|---|
| 1 | 8-2000.S Storefront/Glazing.Subcontractor | Additional Level IV Windows | $25,914.02 |
| | | **Subtotal:** | **$25,914.02** |
| | | Insurance (0.25% Applies to all line item types.): | $64.79 |
| | | Bond (1.00% Applies to all line item types.): | $259.79 |
| | | OH&P (15.00% Applies to all line item types.): | $3,935.79 |
| | | **Grand Total:** | **$30,174.39** |

**Lee Dixon (Coastal Architecture)**
4206 Bridges Street, Suite C
Morehead City, North Carolina 28557

**Columbus County**
127 West Webster Street
Whiteville, North Carolina 28472

**Thomas Construction Group LLC**
1022 Ashes Drive Suite 200
Wilmington, North Carolina 28405

SIGNATURE DATE | SIGNATURE DATE | SIGNATURE DATE

STANDARD GLASS
COMPANY of WILMINGTON

Standard Glass Co.
801 South 16th St.
Wilmington, NC 28401
P (910) 762-3355
www.standardglass.com

# CO Request

ID: P24-01436
Date: 12/4/2024

Columbus County 911 Call Center

| | | | |
|---|---|---|---|
| Client | Thomas Construction Group, LLC (A)<br>1022 Ashes Drive, Suite 200<br>Wilmington, NC 28405 | Point of Contact | Noah Price<br>(252) 503-8609<br>nprice@thomasconstructiongroup.com |
| Jobsite Address | 131 W. Webster Street<br>Whiteville, NC 28472<br>USA | Salesperson | Connor Thomas<br>(910) 899-7118<br>connor@standardglass.com |

## Scope of Work

Quantity (6) 1'-3 1/2"w x 3'-7"h BulletBlock HP600

## Product

Provide (6) Additional Bullet Block HP600 Windows

*Quantity (6) 1'-3 1/2"w x 3'-7"h BulletBlock HP600 "clear" anodized aluminum single lite frame glazed with*
*1/4" clear tempered with Pilkington Energy Advantage Low-E #2 + 1/2" air space + 1.22" CLEAR SP412*
*Secur-Tem + Poly BR LAM - U.L. TESTED LEVEL 4 - 30-06 - 1 SHOT - NO SPALL glass clad*
*polycarbonate with edge seal for a total insulated glazing thickness of 1.97".*
*Includes shop drawings.*

Labor Install (6) Windows

*Includes Structural Fasteners*

## Special Conditions

NA

**Total** **25,914.02**

## Inclusions

Fabrication of Aluminum and Glass materials only as described above. Equipment for installation of our materials within reasonable means of access to the project. Freight, Insurance and Taxes included. The Change order is based on a standard (40) hour work week. No overtime or weekend work is included unless specifically called out in Change order.

## Exclusions

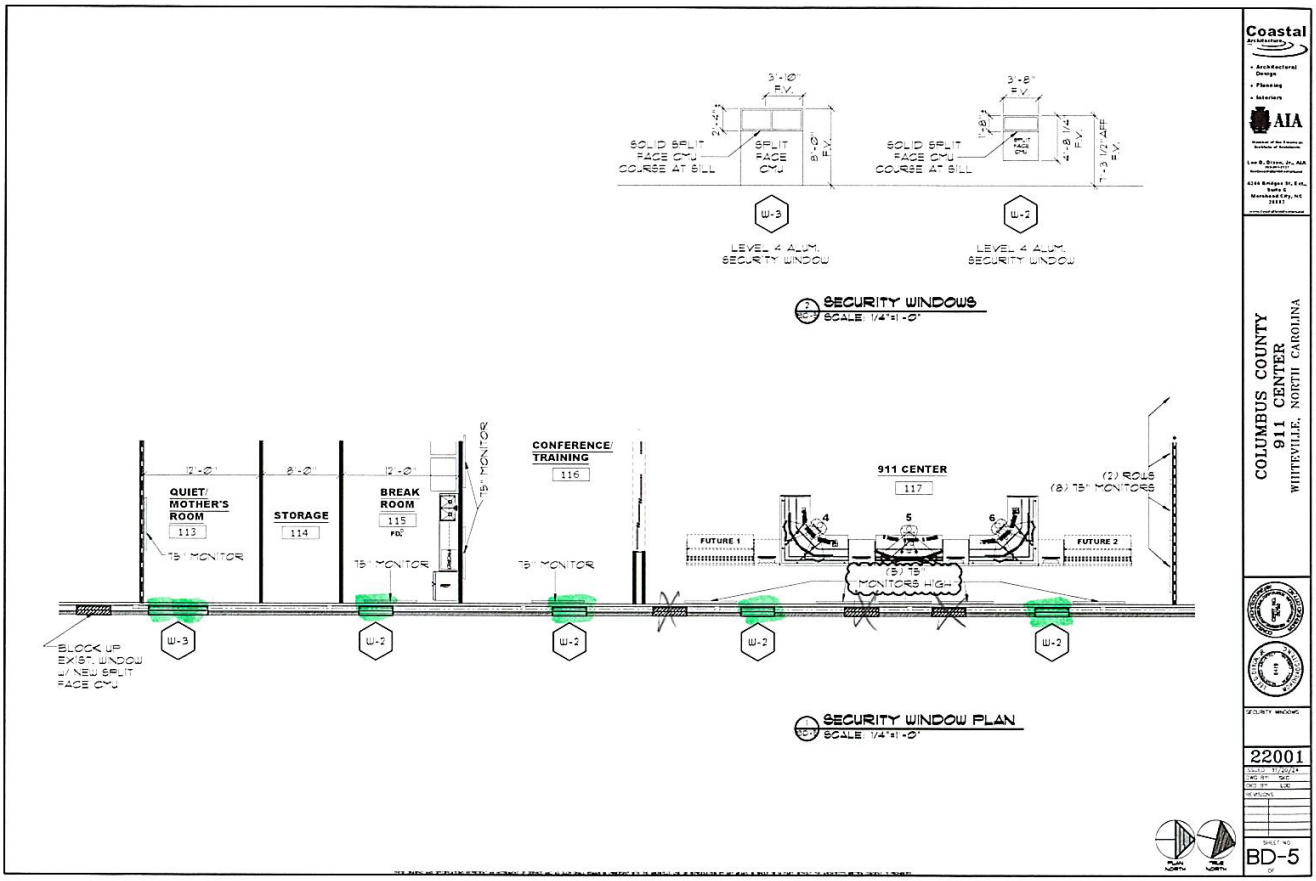
Preparations of rough openings, any final cleanings of aluminum or glass products, permits and testing are all excluded. No bonding unless specifically called out. No temporary railing is included in the Change Order unless specifically called out. Lifts or Hoisting Equipment not included unless specifically called out in proposal. No prevailing wages are included in the proposal. If prevailing wages are required, an adjustment will be required. No scope beyond what is listed on this proposal or shown on the referenced drawings. All work areas must be ready and clear when Standard Glass begins installation. No delays for incomplete work areas are included in this Change Order. A final schedule will be determined if the Change Order is accepted. Any changes to the scope of work or other work directed by Subcontractor or the General Contractor will not be started until a signed change order or work order authorization has been issued.

## Terms & Conditions

1. This Change Order contains Standard Glass Co.'s proposal for products based on information, input and specifications provided by you the prospective buyer. The quoted price is valid only for the product details listed and for a time of 30 days from the date of the quote.

2. Any and all transactions with Standard Glass Company of Wilmington, INC. are bound by the laws of the State of North Carolina, U.S.A. Any claims against Standard Glass Company of Wilmington, Inc. must be filed in the State of North Carolina. Buyer acknowledges and waives the right to file a claim in any other jurisdiction other than the State of North Carolina. Buyer specifically agrees to this venue and jurisdiction clause by paying the deposit, and buyer agrees that the State of North Carolina has jurisdiction in all aspects of this transaction.

3. Expected Lead Times are subject to variables including but not limited to the production process, shipping, transit, and logistics of Standard Glass Company of Wilmington, Inc. products. Standard Glass Company of Wilmington, Inc. makes every effort to insure on time delivery but is not liable for delays that are beyond our control. All product orders are defined by this document and not any other document or communication whether by voice, phone, email or any other form of transmission.




**Agenda Item #19**: **<u>FINANCE – APPROVAL OF THE AMENDED CONTRACT WITH MAULDIN & JENKINS:</u>**

Interim Finance Director Heather Woody requested approval of the amended contract with Mauldin & Jenkins to include additional funds in the amount of $16,000, due to having to single audit seven (7) programs instead of the initial five (5) and extends the contract date to January 31st, 2025.

**MOTION:**

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

| | |
|---|---|
| Whereas | Primary Government Unit<br>Columbus County, NC |
| and | Discretely Presented Component Unit (DPCU) (if applicable)<br>N/A |
| and | Auditor<br>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)

Fiscal Year Ending

**ARTICLE IF**

**O**

**R**

06/30/24

and originally to be submitted to the LGC on

Date

10/31/24

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

| | Original date | Modified date |
|---|---|---|
| Modification to date submitted to LGC | 10/31/24 | 01/31/25 |
| ☑ Modification to fee | Original fee<br>$ 140,000.00 | Modified fee<br>$ 156,000.00 |

## REASON(S) FOR CONTRACT AMENDMENT

| Primary (choose 1) | Other (choose 0-2) | |
|---|---|---|
| ◉ | ☐ | 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.

**ARTICLE IITHE CHANGE IN SCOPE IS DUE TO CHANGES IN THE SCHEDULE OF FEDERAL AND STATE AWARDS (SEFSA) WHICH WERE DIRECTLY IMPACTED BY THE LATE AUDIT CONFIRMATIONS FROM THE STATE. WE DO NOT ANTICIPATE THE STATE WILL BE LATE NEXT YEAR.**

## ADDITIONAL INFORMATION

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

**ARTICLE IIITHE ORIGINAL AUDIT CONTRACT INCLUDED A SINGLE AUDIT WITH UP TO 5 MAJOR FEDERAL/STATE PROGRAMS. THE CURRENT YEAR AUDIT REQUIRED 7 MAJOR FEDERAL/STATE PROGRAMS. THE ADDITIONAL FEE IS REQUIRED FOR THE EXTRA 2 MAJOR PROGRAMS AT A COST OF $8,000 EACH.**

**BY THEIR SIGNATURES ON THE FOLLOWING PAGES, THE AUDITOR, THE PRIMARY GOVERNMENT UNIT, AND THE DPCU (IF APPLICABLE), AGREE TO THESE MODIFIED TERMS.**

**SIGNATURE PAGE**

**AUDIT FIRM**

| | |
|---|---|
| Audit Firm*<br>Mauldin & Jenkins, LLC | |
| Authorized Firm Representative* (typed or printed)<br>LeAnn Bagasala | Signature* LBagasala |
| Date*<br>12/12/24 | Email Address<br>lbagasala@mjcpa.com |

**GOVERNMENTAL UNIT**

| | |
|---|---|
| Governmental Unit*<br>Columbus County, NC | |
| 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)*

**ARTICLE IVREQUIRED 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* |

**SIGNATURE PAGE – DPCU**

**(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

| | |
|---|---|
| DPCU<br>N/A | |
| 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)*

**ARTICLE VREQUIRED 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 |

**Agenda Item #20**: **FINANCE – APPROVAL OF SALARY ADJUSTMENTS AND BUDGET AMENDMENTS:**

Interim Finance Director Heather Woody is requesting approval of the following budget amendments. One Motion will approve all of the following:

a. DSS – Salary Adjustments - No General Fund appropriations needed
b. DSS – CPS Workers Salaries –No General Fund appropriations needed
c. Historic Courthouse – Sidewalk Repair / Paving of gravel parking lot (adjacent to Juvenile Justice) - No General Fund appropriations needed

**MOTION:**

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

(910) 914-4119 Telephone

Columbus County
HUMAN RESOURCES

(910) 914-0597 Telephone

Social Services Salary Adjustment - Freeze a current SW Supervisor III position, salary budgeted $66,118.21 and unfreeze the SW Program Manager position. Hiring for the SW Program Manager position at a salary amount of $69,425 which would be an increase of $3,306.79. This increase would be taken from current budget due to vacancies that would offset increase.

Columbus County, North Carolina

**BUDGET AMENDMENT** FY 24/25

Name of Department: Social Services

Agency Head Signature: Quietta M. Nall

Date Prepare / Submitted to Admin: December 11, 2024 Date Received in Admin:

| Budget Code Fund | Dept | Category | EXPENDITURES Classification | Requested Increase or (Decrease) |
|---|---|---|---|---|
| 10 | 5301 | 512100 | Salaries & Wages Regular | ($31,500) |
| 10 | 5301 | 519001 | Contracted Services | $31,500 |
| | | | Total Net Expense | $0 |

| Budget Code Fund | Dept | Category | REVENUES Classification | Requested Increase or (Decrease) |
|---|---|---|---|---|
| | | | Total Net Revenue | $0 |

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:**

We are in need of temporary CPS workers due to a staffing shortage, our reimbursements for these workers will be consistent with those received for our staff CPS workers.

**COLUMBUS COUNTY, NORTH CAROLINA**

**Ordinance amending appropriations to the Historic Courthouse Renovation Capital Project Fund**

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

**Section 1:** The following amounts are hereby amended to the Historic Courthouse Renovation Capital Project pursuant to G.S. 159 -13.2.

| Source of Revenue | | | Current Budget | Changes | New Budget |
|---|---|---|---|---|---|
| | 49-3419-431109 | STATE BUDGET APPROPRIATIONS | $ 4,000,000 | $ - | $ 4,000,000 |
| | 49-3419-449100 | INVESTMENT EARNINGS | $ 200,000 | | $ 200,000 |
| | 49-3452-484021 | DONATIONS - COURTHOUSE | $ 100,000 | | $ 100,000 |
| | 49-3452-489013 | COUNTY APPRO | $ - | | $ - |
| | 49-3452-489199 | TRANSFER FROM GENERAL FUND | $ 3,767,194 | | $ 3,767,194 |
| Total Estimated Revenues | | | $ 8,067,194 | $ - | $ 8,067,194 |
| | | | | | |
| Project Appropriations | | | | | |
| | 49-4352-519902 | ENG/ARCHITECT FEES | $ 446,000 | $ - | $ 446,000 |
| | 49-4352-524000 | CONSTRUCTION | $ 7,270,669 | $ - | $ 7,270,669 |
| | 49-4352-539900 | OTHER SERVICES & MAINTENANCE-LANDSCAPING | $ 37,000 | $ - | $ 37,000 |
| | 49-4352-544000 | INSURANCE, PROF LIAB, PROPERTY & BONDS | $ 21,215 | $ - | $ 21,215 |
| | 49-4352-551010 | FURNITURE, FIXTURES, EQUIPMENT | $ 230,240 | $ - | $ 230,240 |
| | 49-4352-559100 | PAVING/RESURFACING | $ 23,750 | $ 24,000 | $ 47,750 |
| | 49-4352-999910 | CONTINGENCY | $ 38,320 | $ (24,000) | $ 14,320 |
| Total Project Appropriations | | | $ 8,067,194 | $ - | $ 8,067,194 |
| | | | | | |

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

**Section 3:** The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy all applicable regulations. The terms of any financing agreement also shall be met.

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

**ARTICLE VII**

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

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

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

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

This Capital Project shall become effective on January 6, 2025.

ADOPTED, this 6th day of January, 2025.

**Agenda Item #21: <u>APPOINTMENTS/RE-APPOINTMENTS/REPLACEMENTS: STAFF is REQUESTING APPOINTMENTS, REAPPINTMENTS or REPLACEMENTS to the FOLLOWING BOARDS, COMMITTEES AND COUNCILS.</u>**

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

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

| COMMITTEE | ZONE/ EB | PERSON(S) | EXP. DATE | BOARD ACTION |
|---|---|---|---|---|
| Aging Advisory Council | IV | Janet Hedrick (resigned) | 6/30/2025 | HOLD |
| Chadbourn Board of Adjustments (ETJ) | EB | Jeremy Kennedy | 12/31/2024 | Re-appoint<br>1- Bullard<br>2-Byrd |
| Parks and Rec | II | C. Lloyd Lennon Jr. | 12/31/2024 | Re-appoint |
| Parks and Rec | III | Fannie Walden | 12/31/2024 | Re-appoint |
| Parks and Rec | IV | Jared Bracey | 12/31/2024 | Appoint<br>Chris Cumber |
| Parks and Rec | V | Thomas McClellan | 12/31/2024 | Appoint<br>Reed Ellington |
| Tourism Development Authority | III | Brenda Troy | 12/31/2024 | Appoint<br>Arianna Daniels |

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

**MOTION:**
At 7:50 P.M. a Motion was made by Commissioner Smith and second by Commissioner Floyd to recess regular session and enter into Columbus County Water and Sewer Districts I, II, III, IV and V.

**Agenda Item #22: <u>APPROVAL of WATER and SEWER COMBINATION MINUTES:</u>**

- November 18, 2024 combined minutes

**MOTION:**

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

**Agenda Item #23: <u>WATER AND SEWER DISTRICT IV EDA PROJECT – APPROVAL OF THE BID AWARD FOR THE WATER LINE EXTENSION AND TWO WELLS:</u>**

Harold Nobles requested approval of the EDA Project bid award for Ralph Hodge Construction in the amount of $3,734,026.50 for the water line extension and Bill's Well Drilling in the amount of $1,987,801 for 2 wells.

**MOTION:**

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

**BID TABULATION**

**PROJECT OWNER:** COLUMBUS COUNTY WATER AND SEWER DISTRICT IV
**PROJECT DESCRIPTION:** WATER SYSTEM IMPROVEMENTS
EDA INVESTMENT NO. 04-79-07754
**BID OPENING DATE:** NOVEMBER 26, 2024 @ 10:00 A.M.
**ENGINEER:** GREEN ENGINEERING, P.L.L.C

**CONTRACT NO. II - WATER SYSTEM IMPROVEMENTS**

| | | | Ralph Hodge Construction | | Metcon, Inc. | | Columbus Utilties | | Herring-Rivenbark | |
|---|---|---|---|---|---|---|---|---|---|---|
| Item | Quantity | Description | Unit Price | Total Cost | Unit Price | Total Cost | Unit Price | Total Cost | Unit Price | Total Cost |
| 1. | 29,975.0 | LF 12-inch PVC Water Main | 70.10 | 2,101,247.50 | 85.40 | 2,559,865.00 | 95.00 | 2,847,625.00 | 99.00 | 2,967,525.00 |
| 2. | 840.0 | LF 12-inch PVC Water Main w/ Bell Restraints | 92.00 | 77,280.00 | 107.00 | 89,880.00 | 128.00 | 107,520.00 | 134.50 | 112,980.00 |
| 3. | 395.0 | LF 12-inch Ductile Iron Water Main (Carrier Pipe) | 124.00 | 48,980.00 | 178.00 | 70,310.00 | 246.00 | 97,170.00 | 223.50 | 88,282.50 |
| 4. | 1,295.0 | LF 12-inch I.D. Directional Bore | 240.00 | 310,800.00 | 355.00 | 459,725.00 | 300.00 | 388,500.00 | 375.00 | 485,625.00 |
| 5. | 225.0 | LF 8-inch PVC Water Main | 51.80 | 11,655.00 | 53.50 | 12,037.50 | 84.00 | 18,900.00 | 73.00 | 16,425.00 |
| 6. | 260.0 | LF 6-inch Ductile Iron Water Main | 70.60 | 18,356.00 | 67.00 | 17,420.00 | 54.00 | 14,040.00 | 115.00 | 29,900.00 |
| 7. | 32,990.0 | LF Pipeline Cleanup, Seeding and Testing | 5.50 | 181,445.00 | 2.50 | 82,475.00 | 5.50 | 181,445.00 | 5.50 | 181,445.00 |
| 8. | 27.0 | EA 12-inch Diameter Gate Valve w/ Box | 5,250.00 | 141,750.00 | 6,866.00 | 185,382.00 | 6,975.00 | 188,325.00 | 6,900.00 | 186,300.00 |
| 9. | 1.0 | EA 8-inch Diameter Gate Valve w/ Box | 2,880.00 | 2,880.00 | 3,811.00 | 3,811.00 | 3,900.00 | 3,900.00 | 4,175.00 | 4,175.00 |
| 10. | 14.0 | EA 6-inchDiameter Gate Valve w/ Box | 1,920.00 | 26,880.00 | 2,780.00 | 38,920.00 | 2,700.00 | 37,800.00 | 2,900.00 | 40,600.00 |
| 11. | 1.0 | EA 12'x12" Tapping Sleeve and Valve | 18,280.00 | 18,280.00 | 19,622.00 | 19,622.00 | 25,500.00 | 25,500.00 | 26,735.00 | 26,735.00 |
| 12. | 12.0 | EA Fire Hydrant | 5,540.00 | 66,480.00 | 5,861.00 | 70,332.00 | 6,675.00 | 80,100.00 | 7,200.00 | 86,400.00 |
| 13. | 6,800.0 | LBS Compact Fittings | 19.20 | 130,560.00 | 14.15 | 96,220.00 | 16.00 | 108,800.00 | 25.25 | 171,700.00 |
| 14. | 345.0 | LF 24-inch Diameter Steel Casing (Bore & Jack) | 645.00 | 222,525.00 | 820.00 | 282,900.00 | 1,350.00 | 465,750.00 | 590.00 | 203,550.00 |
| 15. | 63.0 | EA 5/8"x3/4" Water Service | 1,560.00 | 98,280.00 | 2,606.00 | 164,178.00 | 2,225.00 | 140,175.00 | 2,850.00 | 179,550.00 |
| 16. | 1,015.0 | LF ¾" Service Line (Open Cut) | 16.80 | 17,052.00 | 7.80 | 7,917.00 | 22.00 | 22,330.00 | 4.85 | 4,922.75 |
| 17. | 370.0 | LF ¾" Service Line (Bore) | 28.30 | 10,471.00 | 14.50 | 5,365.00 | 55.00 | 20,350.00 | 13.75 | 5,087.50 |
| 18. | 380.0 | LF 1" Service Line (Open Cut) | 17.20 | 6,536.00 | 8.00 | 3,040.00 | 23.00 | 8,740.00 | 6.75 | 2,565.00 |
| 19. | 3,750.0 | LF 1' Service Line (Bore Under U.S. Hwy. 74/76 Only) | 22.30 | 83,625.00 | 15.00 | 56,250.00 | 42.00 | 157,500.00 | 26.00 | 97,500.00 |
| 20. | 55.0 | EA Wattle Check Dam | 120.00 | 6,600.00 | 528.00 | 29,040.00 | 140.00 | 7,700.00 | 175.00 | 9,625.00 |
| 21. | 1,300.0 | LF Silt Fence | 4.70 | 6,110.00 | 5.50 | 7,150.00 | 12.00 | 15,600.00 | 8.00 | 10,400.00 |
| 22. | 3.0 | EA Inlet Protector | 327.00 | 981.00 | 501.00 | 1,503.00 | 475.00 | 1,425.00 | 550.00 | 1,650.00 |
| 23. | 5.5 | AC Clearing and Grubbing | 17,450.00 | 95,975.00 | 6,543.00 | 35,986.50 | 22,500.00 | 123,750.00 | 120,060.00 | 660,330.00 |
| 24. | 200.0 | SY Temporary Ditch Liner | 5.60 | 1,120.00 | 14.50 | 2,900.00 | 20.00 | 4,000.00 | 6.00 | 1,200.00 |
| 25. | 50.0 | TONS Stone Bedding | 86.60 | 4,330.00 | 69.00 | 3,450.00 | 50.00 | 2,500.00 | 100.00 | 5,000.00 |
| 26. | 230.0 | TONS CABC Stone | 69.20 | 15,916.00 | 69.00 | 15,870.00 | 60.00 | 13,800.00 | 95.00 | 21,850.00 |
| 27. | 40.0 | SY Asphalt Driveway (Remove and Replace) | 91.30 | 3,652.00 | 194.00 | 7,760.00 | 120.00 | 4,800.00 | 200.00 | 8,000.00 |
| 28. | 70.0 | SY Concrete Driveway (Remove and Replace) | 123.00 | 8,610.00 | 156.00 | 10,920.00 | 140.00 | 9,800.00 | 310.00 | 21,700.00 |
| 29. | 200.0 | CY Select Backfill | 40.10 | 8,020.00 | 32.00 | 6,400.00 | 24.00 | 4,800.00 | 45.00 | 9,000.00 |
| 30. | 2.0 | EA Construction Entrance | 3,130.00 | 6,260.00 | 5,352.00 | 10,704.00 | 3,200.00 | 6,400.00 | 8,500.00 | 17,000.00 |
| 31. | 1.0 | EA EDA Project Sign | 1,370.00 | 1,370.00 | 2,011.00 | 2,011.00 | 2,800.00 | 2,800.00 | 2,600.00 | 2,600.00 |
| | | **TOTAL - CONTRACT II WATER SYSTEM IMPROVEMENTS** | | **$3,734,026.50** | | **$4,359,344.00** | | **$5,111,845.00** | | **$5,659,622.75** |

I, W. LANDON YOUNCE, P.E. HEREBY CERTIFY THAT THIS BID TABULATION IS A TRUE AND CORRECT REPRESENTATION OF THE BIDS RECEIVED FOR THIS PROJECT ACCORDING TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NORTH CAROLINA PROFESSIONAL SEAL 030035 ENGINEER W. LANDON YOUNCE

11-26-24

W. Landon Younce

NC Firm License: P-0115

W:\COLUM\021192\Bid\Bid Tab 11-26-2024 Contract II

**BID TABULATION**

**PROJECT OWNER:** COLUMBUS COUNTY WATER AND SEWER DISTRICT IV
**PROJECT DESCRIPTION:** CONTRACT NO. 1 - WATER SYSTEM IMPROVEMENTS
EDA INVESTMENT NO. 04-79-07754
**BID OPENING DATE:** DECEMBER 10, 2024 @ 10:00 A.M.
**ENGINEER:** GREEN ENGINEERING, P.L.L.C

**CONTRACT NO. I - WATER SUPPLY IMPROVEMENTS**

| Item | Quantity | Description | Bill's Well Drilling Total Cost | A.C. Schultes of Carolina Total Cost |
|---|---|---|---|---|
| 1. | 1.0 | WELL NO.1 - Groundwater Supply Well Facilities, complete with submersible turbine well pumps, cast-in-place reinforced concrete slab base and building, piping, valves, and fittings; magnetic flowmeter, electrical, instrumentation, SCADA interface, site work, and all other work as described or implied in the specifications and indicated on the project drawings. | 976,076.38 | 1,415,000.00 |
| 2. | 1.0 | WELL No. 2 - Groundwater Supply Well Facilities, complete with submersible turbine well pumps, cast-in-place reinforced concrete slab base and building, piping, valves, and fittings; magnetic flowmeter, electrical, instrumentation, SCADA interface, site work, and all other work as described or implied in the specifications and indicated on the project drawings. | 935,724.63 | 1,440,000.00 |
| 3. | 2.0 | EDA Project Signs | 6,000.00 | 6,210.00 |
| | | **TOTAL - CONTRACT I WATER SUPPLY IMPROVEMENTS** | **$1,917,801.01** | **$2,861,210.00** |

I, W. LANDON YOUNCE, P.E. HEREBY CERTIFY THAT THIS BID TABULATION IS A TRUE AND CORRECT REPRESENTATION OF THE BIDS RECEIVED FOR THIS PROJECT ACCORDING TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NORTH CAROLINA PROFESSIONAL SEAL 030003 ENGINEER W. LANDON YOUNCE

12-10-24

**W. Landon Younce, P.E.** **NC Firm License: P-0115**

W:\COLUM\21102\Office\Bid Tab Contract I 12-10-20024

**COLUMBUS COUNTY WATER & SEWER DISTRICT IV**
**WATER SYSTEM IMPROVEMENTS**
**COLUMBUS COUNTY, NORTH CAROLINA**

**Columbus County** received bids for the construction of the following Project at the Columbus County Commissioners Chambers on November 26, 2024 at 10:00 AM:

**Columbus County Water & Sewer District IV**
**Water System Improvements**
**EDA Investment No.: 04-79-07754**

The Project includes but not limited to the following Work:

**CONTRACT II – WATER SYSTEM IMPROVEMENTS**

- 29,975 LF 12-inch PVC Water Main
- 395 LF 12-inch Ductile Iron Water Main
- 1,295 LF 12-inch (I.D.) Directional Drilled
- 225 LF 8-inch PVC Water Main
- 260 LF 6-inch Ductile Iron Water Main
- 12 EA Fire Hydrants
- 42 EA 6-inch thru 12-inch Gate Valves w/Box
- 6,800 LBS Ductile Iron Compact Fittings
- 63 EA ¾-inch Water Service Connections
- 1 EA EDA Project Sign

The Project has an expected duration of **180 days**.

A total of four bids were received. The lowest bid was from Ralph Hodge Construction in the amount of $3,734,026.50.

**Agenda Item #24: COMMENTS:**

## A. Board of Commissioners

**Commissioner Watts commented:**

- don't have much to say tonight.
- I wish everyone a Happy New Year.
- Remember the families affected by recent tragedies.
- There have been many deaths and car accidents in the county over the past two weeks.
- It has been a sad time, and we should keep these families in our thoughts.

**Commissioner Byrd commented:**

**Vice Chairman Coleman commented:**

Thanks to the folks for coming to Prosper Baptist Church, the county employees, Harold and Mrs. Gail for coming and helping the people get signed up for water.

**Commissioner Featherson commented:**

I would like to thank the Linemen again for keeping the lights on during the storms. I am also appreciative to the Literacy Council,

**Commissioner Smith commented:**

I just want to remind everyone about the senior prom for the Department of Aging this week. I personally will not be here but I urge those who are, to attend. I went to a Christmas thing they had and it was very nice.

**Chairman Bullard commented:**

I just like to say I appreciate the things everyone is doing. Thank you very much.

## B. County Manager

**County Manager Eddie Madden commented:**

A couple things, thank you everyone up at the board direction are we work has begun on the

**Agenda Item #29: ADJOURNMENT:**

**MOTION:**

At 8:10 P.M., Commissioner Smith made a motion to adjourn; seconded by Commissioner Floyd The motion unanimously passed.

_____ _____

JANA NEALEY, Clerk to the Board RICKY BULLARD, Chairman

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